LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, DECEMBER 9, 2024

REGULAR MEETING – 7:00 PM

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

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

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. CLOSED SESSION - NONE.

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

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Confirm Advisory Body appointments to the Human Services Commission and the Livermore Housing Authority, and direct the City Clerk to administer the oath of office.

Recommendation:
The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Human Services Commission and the Livermore Housing Authority, and direct the City Clerk to administer the oath of office.

Staff Report

3.2 Presentation of Proclamations to Outgoing Council Members

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 - November 25, 2024 Regular Meeting

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

Staff Report
Attachments:
1. DRAFT 2024-11-25

5.2 Adoption of an omnibus ordinance 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 **adopt an omnibus ordinance** 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 acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the City Hall HVAC & Central Plant Chiller Replacement Project 2018-30.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the City Hall HVAC & Central Plant Chiller Replacement Project 2018-30.

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

5.4 Resolution authorizing acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the 2023 Storm Damage Repair Project (LOP 5, 13, & 14), City Projects S202300A & S202300P, FEMA 4683.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing acceptance for permanent maintenance, release of security bonds, and authorizing the City Manager to sign the Notice of Completion for the 2023 Storm Damage Repair Project (LOP 5, 13, & 14), City Projects

S202300A & S202300P, FEMA 4683.

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

5.5 Resolution determining Parcel 14 of Tract 8613, Shea Portola Apartments, located at the northeast corner of Portola Avenue and Collier Canyon Road, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

Recommendation:
Staff recommends the City Council adopt a resolution determining Parcel 14 of Tract 8613, Shea Portola Apartments, located at the northeast corner of Portola Avenue and Collier Canyon Road, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.

Staff Report
Attachments:
1. CFD 2023-1 Tax Zone Map
2. Resolution
3. Exhibit A - Unanimous Approval

5.6 Resolution approving the funding agreement between the Tri-Valley Transportation Council and the City of Livermore for the allocation of Tri-Valley Transportation Development Fund (TVTDF) funds in the amount of $5,139,000 for environmental, permitting, right-of-way, and design activities associated with the I-580/Vasco Road Interchange Modification 1993-52.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to approve the funding agreement between the Tri-Valley Transportation Council and the City of Livermore for the allocation of Tri-Valley Transportation Development Fund (TVTDF) funds in the amount of $5,139,000 for the I-580/Vasco Road Interchange Modification Project 1993-52.

Staff Report
Attachments:
1. Project Location
2. Resolution
3. Exhibit A - Funding Agreement

5.7 Resolution making findings regarding the continuing need for unexpended balances of Development Impact Fees as of June 30, 2024, and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2023-24.

Recommendation:

Staff recommends the City Council adopt a resolution making findings regarding the continuing need for unexpended balances of Development Impact Fees as of June 30, 2024 and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2023-24.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - FY 2023-24 City of Livermore AB1600 report

5.8 Resolution accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City's grant request, finding the acquisitions of the Quint Property is categorically exempt from CEQA, authorizing the City Manager to enter into Purchase and Sale Agreements for open space land, and appropriate funds for the acquisition of the Quint Property (41 acres - APNs: 99B-5300-2-13, 99B-5450-10-3).

Recommendation:

Staff recommends the City Council adopt separate resolutions to:

1. Accept the recommendation of the Altamont Landfill Open Space Committee to authorize the City of Livermore's grant request for the Quint Property in the amount of $500,000 and determine that the Altamont Landfill Open Space Committee's recommended expenditure of Open Space Account funds is not a project under California Environmental Quality Act (CEQA) Guidelines section 15378.
2. Determine the acquisition of the Quint Property is categorically exempt from CEQA in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands to preserve the land in its natural condition.
3. Authorize the City Manager to enter into Purchase and Sale Agreements and execute all documents necessary to acquire the Quint Property; and
4. Appropriate funds from the Dougherty Valley Settlement Agreement Account (LEAP Fund 912) in the amount of $1,130,000 to acquire the Quint Property.

Staff Report

Attachments:

1. Financial Analysis
2. Location Map - Quint Property
3. Concurrence of Funds Resolution - Quint Property
4. Resolution - Quint Property CEQA
5. Resolution - Quint Property Authorizing City Manager
6. Exhibit A - Planning Commission Resolution
7. Exhibit B - Quint Property Purchase and Sale Agreement
8. Resolution - Quint Property Acquisition Funding

5.9 Resolution authorizing the Livermore Pleasanton Fire Department JPA (LPFD) to give notice of withdrawal to the California Joint Powers Risk Management Authority (CJPRMA).

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to issue a notice of withdrawal to the California Joint Powers Risk Management Authority (CJPRMA) on

behalf of and for the Livermore Pleasanton Fire Department JPA (LPFD) in her capacity as a Joint Executive Director for LPFD, and to explore alternate liability coverage.

Staff Report
Attachments:
1. Resolution

5.10 Resolution authorizing the execution of a settlement agreement with the Livermore Premium Outlets LLC regarding public safety and traffic management.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a settlement agreement with Livermore Premium Outlets LLC regarding public safety and traffic management.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Settlement Agreement with Livermore Premium Outlets LLC

5.11 Resolution accepting annual special tax and bond accountability reports for Fiscal Year 2023-24 Community Facilities District No. 99-1 (Tri-Valley Technology Park), 2009-1 (El Charro), 2012-1 (El Charro Maintenance), 2015-1 (Brisa Maintenance), 2016-1 (Sage Maintenance), 2016-2 (Shea Properties), 2018-1 (Auburn Grove), and 2021-1 (Maintenance and Public Services).

Recommendation:
Staff recommends the City Council adopt a resolution accepting annual special tax and bond accountability reports for Fiscal Year 2023-24 Community Facilities District No. 99-1 (Tri-Valley Technology Park), 2009-1 (El Charro), 2012-1 (El Charro Maintenance), 2015-1 (Brisa Maintenance), 2016-1 (Sage Maintenance), 2016-2 (Shea Properties), 2018-1 (Auburn Grove), and 2021-1 (Maintenance and Public Services).

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

5.12 Resolution amending the City of Livermore Salary Plan to reflect adjustments to the Unclassified and Hourly salary schedule to implement increased minimum wage adjustments in accordance with California Code of Regulations, Title 2, Section 570.5 and establish a new

classification of Water Resources Technical Programs Manager - PE (Class Code 2231) and assign it to the Livermore Management Group salary schedule.

Recommendation:
Staff recommends approving a resolution amending the City of Livermore Salary Plan to reflect adjustments to the Unclassified and Hourly salary schedule to implement increased minimum wage adjustments in accordance with California Code of Regulations, Title 2, Section 570.5 and establish a new classification of Water Resources Technical Programs Manager - PE (Class Code 2231) and assign it to the Livermore Management Group salary schedule.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Salary Plan effective December 2024

5.13 Resolution accepting the i-GATE Annual Report for Fiscal Year 2023-24.

Recommendation:
Staff recommends the City Council adopt a resolution accepting the i-GATE Annual Report for Fiscal Year 2023-24.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - i-GATE Annual Report FY 2023-2024

5.14 Update on Host Community Impact Fee Reserve Policy relating to the Bankhead Theater.

Recommendation:
Staff recommends City Council receive the update.

Staff Report
Attachments:
1. Host Community Impact Fee Report
2. Estimated Fund Balance

6. PUBLIC HEARINGS - NONE.

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

7. MATTERS FOR CONSIDERATION

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 accepting the Canvass of Votes for the November 5, 2024 General Municipal

Election.

Recommendation:
Staff recommends the City Council adopt a resolution accepting the canvass of votes as certified by the Alameda County Registrar of Voters for the November 5, 2024 General Municipal Election.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - November 5, 2024 Election Certification

8. ADJOURNMENT - Adjournment sine die.

9. DELIVERY OF CERTIFICATES OF ELECTION AND ADMINISTRATION OF OATH OF OFFICE TO:

JOHN MARCHAND - MAYOR
STEVEN DUNBAR - DISTRICT 3
KRISTIE WANG - DISTRICT 4

10. CALL TO ORDER

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

11. PROCLAMATIONS AND PRESENTATIONS - NONE.

12. 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.

13. 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).

13.1 Appointment of Vice Mayor for the period of 2024-2025.

Recommendation:
Staff recommends the City Council appoint a Vice Mayor for the period of 2024-2025.

Staff Report

13.2 Council Members Appointments to Intergovernmental Agencies.

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

Staff Report
Attachments:
1. Current Intergovernmental Agencies Appointments

13.3 Appointment of Council Members to the City Council Subcommittee on Advisory Bodies for the period of January 1, 2025 - June 30, 2025.

Recommendation:
Staff recommends the Mayor appoint two Council Members to serve on the City Council Subcommittee on Advisory Bodies for the period of January 1, 2025 - June 30, 2025, with the City Council's approval.

Staff Report

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

15. ADJOURNMENT

To a Regular City Council meeting on Monday, January 13, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

16. SUPPLEMENTAL MATERIALS

16.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

WELCOME AND FAREWELL RECEPTION IMMEDIATELY FOLLOWING COUNCIL MEETING

17. 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: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Confirm Advisory Body appointments to the Human Services Commission and the Livermore Housing Authority, and direct the City Clerk to administer the oath of office.

RECOMMENDED ACTION

The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Human Services Commission and the Livermore Housing Authority, and direct the City Clerk to administer the oath of office.

SUMMARY

On November 20, 2024, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Human Services Commission and the Livermore Housing Authority, and have submitted their recommendation for City Council consideration and appointment.

DISCUSSION

On November 20, 2024, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Human Services Commission and the Livermore Housing Authority, and recommends confirmation of the following appointments:

Human Services Commission 2 Vacancies
Appointment to an unexpired term ending November 1, 2026

- Jagdish Girimaji

Appointment to an unexpired term ending November 1, 2028

- Justin Probert

Livermore Housing Authority 2 Vacancies (1 Tenant, 62 Years Old+)
Reappointment to a regular term ending January 1, 2029

- Karen Hutchinson

Appointment to an unexpired term ending January 1, 2027 (Tenant, 62 Years Old+)

- Adam Talarman

Upon the City Council's confirmation of the appointments by motion, the City Clerk will administer the oath of office to new appointees.

FISCAL AND ADMINISTRATIVE IMPACTS

No material fiscal or administrative impacts result from confirmation of these appointments.

COMMUNITY PILLAR

5: A City That Works

GOAL

2: Engage effectively with the City's advisory bodies

ATTACHMENTS

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of draft minutes - November 25, 2024 Regular Meeting

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2024-11-25

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
NOVEMBER 25, 2024

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:30 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 speakers, and the public comment period was closed.

City Attorney Jason Alcala stated: Pursuant to G/C section 54956.9(e)(2), I would like to disclose that the anticipated litigation closed session item this evening relates to a claim LIVE-2023-2024-0138-01 by Hiderliter, de Llamas and Associates Inc. received on February 6, 2024, as well as a letter from their attorney dated January 18, 2024, and a mediation that took place on November 8, 2024.

1. ADJOURN TO CLOSED SESSION

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.

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 Evan Branning and, Brittni Kiick.

Absent: Council Member Barrientos

PLEDGE OF ALLEGIANCE

Council Member Barrientos joined the meeting at 7:01 pm.

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala said there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Beautification Committee annual update presented by Chair Karen Jefferson.

Beautification Committee Chair Karen Jefferson provided the annual update.

3.2 Presentation of the 2024 Beautification Awards.

Beautification Committee Chair Karen Jefferson presented the 2024 Beautification Awards.

The Mayor reordered the agenda stating Item 6.1 was continued and moving Item 6.2 before Open Forum and the Consent Calendar.

Mayor Marchand reordered the agenda to continue item 6.1 to a future meeting and hear item 6.2 after Proclamations and Presentations

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.

Special Projects Coordinator Steve Stewart presented the staff report.

President of Lafferty Communities and owner of Livermore LT Ventures 1 Group, LLC. David Ragland provided a comment.

Mayor Marchand opened the public hearing.

Doug Mann provided a comment.

Bianca Covarelli provided a comment.

Dennis Kai provided a comment.

Vladimir provided a comment.

Alan Marling provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER KIICK, SECONDED BY VICE MAYOR CARLING AND CARRIED ON A 4-1 VOTE, WITH COUNCIL MEMBER BARRIENTOS VOTING NO, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 2024-201 certifying the Environmental Impact Report for the Garaventa Hills Project and adopting California Environmental Quality Act Findings, and a Mitigation Monitoring and Reporting Program.

Resolution 2024-202 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.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Council Member Kiick left the meeting at 8:13 pm.

David McGuigan provided a comment.

Council Member Kiick returned to the meeting at 8:15 pm.

Marti Sutton provided a comment.

Doug Mann provided a comment.

Vladimir provided a comment.

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

5. CONSENT CALENDAR

Item 5.9 was removed from the Consent Calendar for separate discussion and action.

Mayor Marchand opened the public comment period.

Council Member Kiick left the meeting at 8:29 pm.

Item 5.0 **David McGuigan** provided a comment.

Council Member Kiick returned to the meeting at 8:30 pm.

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

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY VICE MAYOR CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR WITH THE EXCEPTION OF ITEM 5.9.

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY COUNCIL MEMBER KIICK, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 5.9 WITH AN INCREASE OF $5000 OF PROCEEDS GOING TO THE SELLER FOR REHOUSING FOR A TOTAL AMOUNT OF $10,000.

5.1 Approval of draft minutes for October 28, 2024.

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.

Omnibus Ordinance introduced making administrative, technical, and other non-substantive changes to various sections of the Livermore Municipal Code and the Livermore Development Code.

5.3 **Resolution 2024-192** 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.

5.4 Resolution 2024-193 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.

5.5 Resolution 2024-194 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.

5.6 Resolution 2024-195 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.

5.7 Resolution 2024-196 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.

5.8 Resolution 2024-197 authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of $90,000 for FY 2024-25.

5.9 Resolution 2024-198 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 $10,000 of proceeds to the seller for rehousing.

5.10 Resolution 2024-199 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.

5.11 Resolution 2024-200 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.

6. PUBLIC HEARINGS

6.1 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.

This item was continued to a date to be determined.

7. MATTERS FOR CONSIDERATION

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

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

City Clerk Debbie Elam 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 VICE MAYOR CARLING, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION WITH THE EXCEPTION THAT STAFF TRANSITION THE INTERGOVERNMENTAL COMMITTEE TO ANNUAL MEETINGS AND NOT SUNSET THE COMMITTEE.

Resolution 2024-203 sunsetting the Livermore-Dublin Liaison Committee, the Livermore-Pleasanton Liaison Committee, and transition the Intergovernmental Committee to a body that meets annually.

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.

City Serve Vice Mayor Carling noted his attendance at the Prayer Breakfast on November 25, 2024.

Sleep in Heavenly Peace Vice Mayor Carling noted his attendance at the bed build at Crosswinds Church on November 2, 2024.

EVA Council Member Barrientos noted that there will be six projects at city locations that will be in conjunction with EVA.

City of Livermore Mayor Marchand noted his attendance at the NASA moon tree planting on October 30, 2024.

9. ADJOURNMENT – at 9:00 pm in memory of Joyce Shapiro to Regular City Council Meeting on Monday, December 9, 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: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Jason Alcala, City Attorney

SUBJECT: Adoption of an omnibus ordinance 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 **adopt an omnibus ordinance** amending various sections of the Livermore Municipal Code and Livermore Development Code to make administrative, technical, and other non-substantive amendments.

SUMMARY

DISCUSSION

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	6.02.020	
Small family day care home		P
Large family day care home		~~ZUP~~ P
Family day care center		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	6.02.020	
Small family day care home		P
Large family day care home		~~ZUP~~ P
Family day care center		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:	6.02.020		
Small family day care home		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: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the City Hall HVAC & Central Plant Chiller Replacement Project 2018-30.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the City Hall HVAC & Central Plant Chiller Replacement Project 2018-30.

SUMMARY

On February 13, 2023, City Council awarded the contract for construction of the City Hall HVAC & Central Plant Chiller Replacement Project to Environmental Systems, Inc. The contract was substantially completed on September 19, 2024, and reached final completion on November 12, 2024. The contract can now be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

DISCUSSION

The City Hall HVAC & Central Plant Chiller Replacement Project consisted of replacing two main chillers and three boilers and associated supporting equipment located in the equipment room at the back of the Police Department (Central Plant). The project also includes replacing Police Department pneumatic controls to digital direct controls, upgrading the existing HVAC control systems and supporting equipment in City Hall to a digital direct controls system, and upgrading controls to include carbon dioxide monitoring in both the Police Department and City Hall. The project site was located off of Pacific Avenue, as shown in Attachment 1 - Location Map. The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer.

At time of award, the contractor provided a faithful performance bond guaranteeing completion of the project, and that bond must now be released. Six months after the date of the resolution accepting the project, the labor and materials bond guaranteeing the improvements should be reduced to an amount

equal to any claims filed and of which notice has been given. The balance of the bond will be released upon the settlement of all claims and obligations for which the security was given (there are no known claims at this time). The security for the guarantee and warranty of work shall remain in effect for one year from the date of the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract was $3,403,400. The contingency budget for change orders is 10% of that amount. The final contract amount including change orders is $3,278,893. The unused $124,507 contract balance will be returned to the original funding source. Funding source for this project is Facilities Rehabilitation Program (Fund 740). This equipment replacement and upgrade project will decrease ongoing operation, maintenance, and replacement costs.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

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

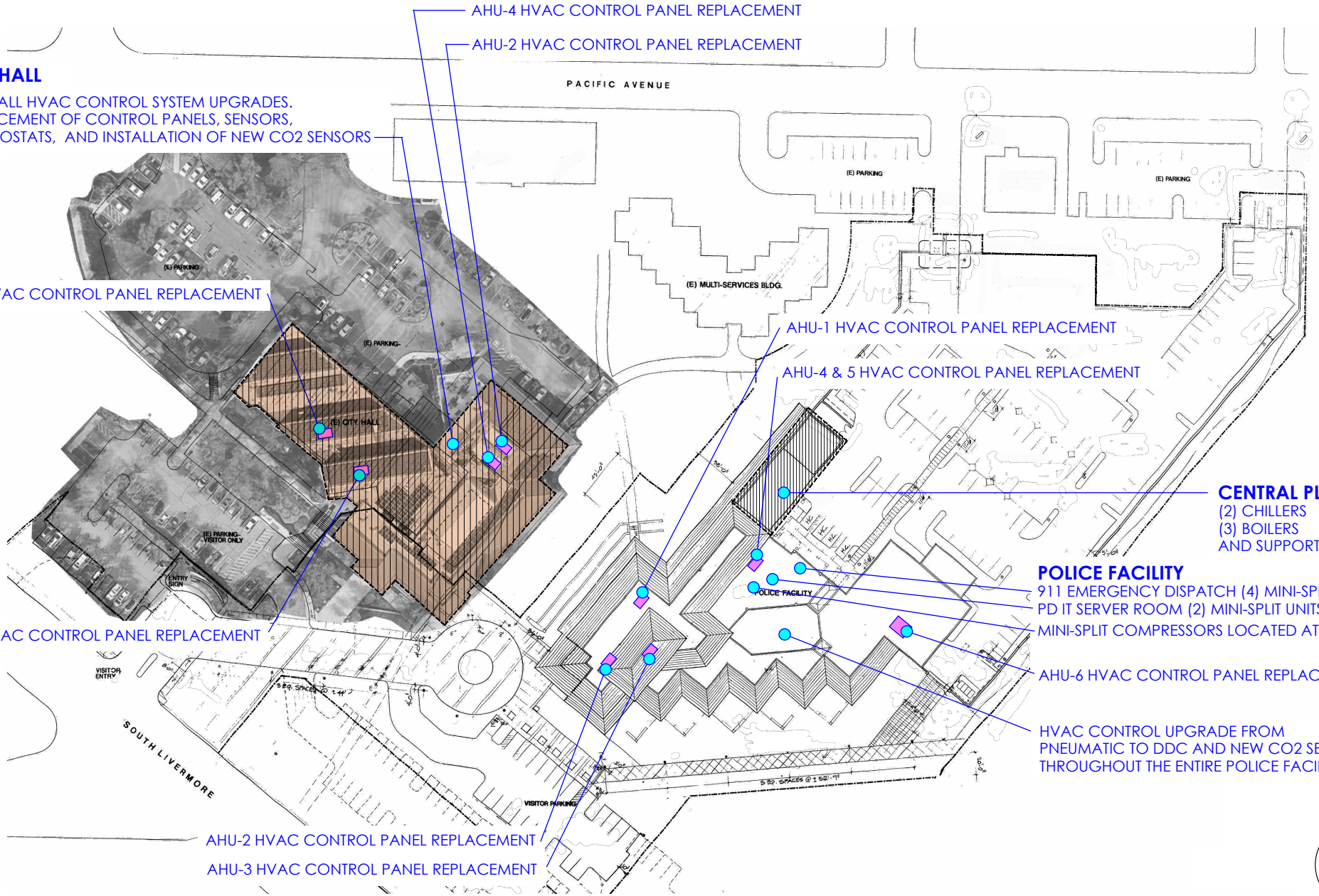
Prepared by: Nick Bagakis
Associate Engineering Technician

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



CITY OF LIVERMORE
CITY HALL HVAC & CENTRAL PLANT CHILLER REPLACEMENT

OVERALL SITE PLAN

CITY OF
LIVERMORE
CALIFORNIA

0 10 20 40 80

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION
City Project No. 2018-30

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

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

(City Hall HVAC & Central Plant Chiller Replacement Project 2018-30)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the City Hall HVAC & Central Plant Chiller Replacement Project 2018-30 ("Project"), has been completed to City standards. The Project is ready for acceptance by the City of Livermore for routine maintenance.

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

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

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

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

4. The City hereby accepts the improvements; and

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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 – Notice of Completion

NOTICE OF COMPLETION

City's Project No. 2018-30 Date: 12/10/24

Project: City Hall HVAC & Central Plant Chiller Replacement Project

Contractor: Environmental Systems, Inc.

Contract For Construction of: City Hall HVAC & Central Plant Chiller Replacement

Project or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No. 2018-30

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: 2/16/2023

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on 9/19/24. The project reached Final Completion on 11/12/24 which is within the number of working days required per Section 5.2 of the contract. The City elects to accept the Project and will record the Notice of Completion

ENGINEERING DIVISION
Engineer

By _____
Dennis Aberion, Acting Const Insp Manager

The Contractor hereby accepts the above Notice of Completion

Environmental Systems ,Inc
Contractor

_____
Phil Enfantino, Project Manager

The City accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on 12/10/24 The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee.

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

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

FOR THE CITY OF LIVERMORE

By _____
Marianna Marysheva, City Manager Date

LIVERMORE
CALIFORNIA

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

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the 2023 Storm Damage Repair Project (LOP 5, 13, & 14), City Projects S202300A & S202300P, FEMA 4683.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing acceptance for permanent maintenance, release of security bonds, and authorizing the City Manager to sign the Notice of Completion for the 2023 Storm Damage Repair Project (LOP 5, 13, & 14), City Projects S202300A & S202300P, FEMA 4683.

SUMMARY

On July 8, 2024, City Council awarded the contract for construction of the 2023 Storm Damage Repair Project to ETIC. The contract was substantially completed on October 10, 2024, and reached final completion on October 24, 2024. The contract can now be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

DISCUSSION

The 2023 Storm Damage Repair Projects (LOP 5, 13, & 14) Debris Removal Project S202300A and Permanent Repair Project S202300P consisted primarily of removing sediment and debris at the Airway Blvd Culvert at Arroyo Las Positas (LOP 5), restoring the exposed storm drain at the Arroyo Mocho Trail at Anza Way (LOP 13) and stabilizing the bank at the Arroyo Mocho Trail at Creek Road (LOP 14). These locations were damaged during the 2022-23 winter storms. Attachment 1 - Location Map shows the three repair locations. The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer.

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

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

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract was $446,713. The contingency budget for change orders is 10% of that amount. The final contract amount including change orders is $452,682, which is 1 percent more than the original contract based on final bid item quantities and two change orders. The total value of change orders is $5,969 that consisted primarily of potholing an existing high-pressure gas main not indicated on the plans and adjusting bid line items to actual quantities measured in the field.

Funding sources for the 2023 Storm Damage - Debris Removal Project S202300A and 2023 Storm Damage Permanent Repair Project S202300P include Storm Water (Fund 220), FEMA Storm Reimbursement (Fund 222), State Grant (Fund 607), and Federal Grant (Fund 615). This maintenance and repair project will not increase ongoing operation, maintenance, and replacement costs.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

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

Prepared by: Mike Davis
Associate Engineering Technician

Approved by:

Marianna Marysheva
City Manager

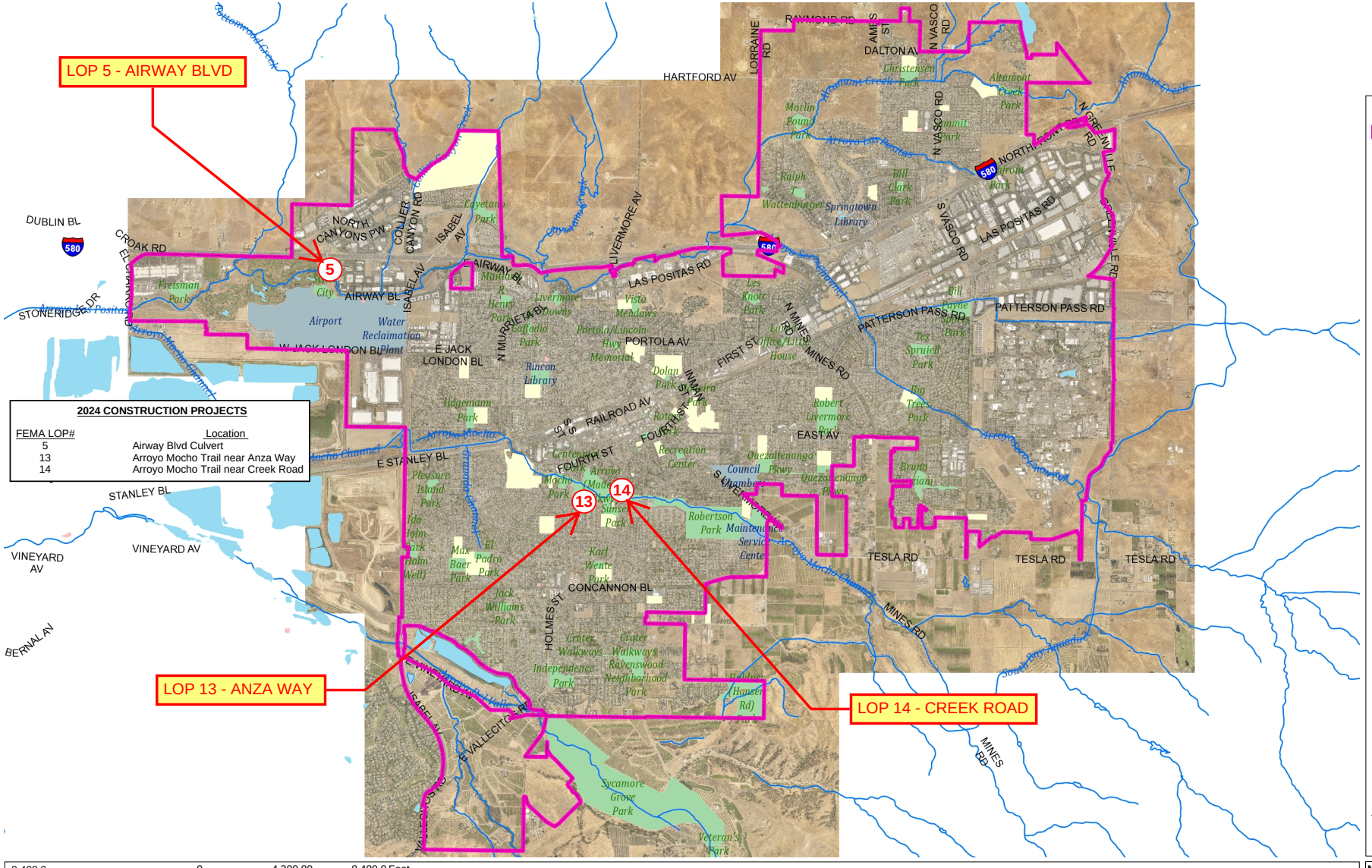
Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

2023 Storm Damage Repair Site Map

ATTACHMENT 1



Legend

- City Limits
- Major Streets (> 62,500)
- Creeks
- Public Facilities (4500-100000)
- Park Names (4500-100,000)
- Lakes
- Creeks
- Public Facilities
  - Fire Station
  - Police Facility
  - Other Gov't Facility
- Schools
- Parks
- Airport
  - Fire Station
  - Police Facility
  - Other Gov't Facility

Date: 5/8/2024

1: 50,400

8,400.0 0 4,200.00 8,400.0 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
Information Technologies, GIS Division, City of Livermore

Notes

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

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

(2023 Storm Damage Repair Project (LOP 5, 13, & 14), City Project No. S202300A & S202300P, FEMA 4683)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the 2023 Storm Damage Repair Project (LOP 5, 13, & 14), City Project No. S202300A & S202300P, FEMA 4683 ("Project"), has been completed to City standards. The Project is ready for acceptance by the City of Livermore for routine maintenance.

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

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

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

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

4. The City hereby accepts the improvements; and

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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 – Notice of Completion

EXHIBIT A

NOTICE OF COMPLETION

City's Project No. S20230A & S202300P. FEMA DR 4683 Date: 12/10/24

Project: 2023 Storm Damage Repair Project (LOP 5, 13, & 14)

Contractor: ETIC

Contract For Construction of: 2023 Storm Damage Repair Project (LOP 5, 13, & 14)

Project or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No. S202300A & S202300P, FEMA 4683.

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: July 8, 2024

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on 10/10/24. The project reached Final Completion on 10/24/24 which is within the number of working days required per Section 5.2 of the contract. The City elects to accept the Project and will record the Notice of Completion.

ENGINEERING DIVISION
Engineer

By _____
Dennis Aberion, Acting Const Insp Manager

The Contractor hereby accepts the above Notice of Completion

ETIC
Contractor

By _____
James Norwood, Chief Financial Officer

The City accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on December 10, 2024. The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee.

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

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

FOR THE CITY OF LIVERMORE

By _____
Marianna Marysheva, City Manager Date

LIVERMORE
CALIFORNIA

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

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution determining Parcel 14 of Tract 8613, Shea Portola Apartments, located at the northeast corner of Portola Avenue and Collier Canyon Road, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution determining Parcel 14 of Tract 8613, Shea Portola Apartments, located at the northeast corner of Portola Avenue and Collier Canyon Road, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.

SUMMARY

The Shea Portola Apartments project, Parcel 14 of Tract 8613, Shea Portola Apartments, located at the northeast corner of Portola Avenue and Collier Canyon Road, was conditioned to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, Shea Center Livermore LLC, is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (CFD No. 2023-1) and has provided the attached Unanimous Approval document that constitutes a unanimous vote by Shea Center Livermore LLC in favor of annexing their property into CFD No. 2023-1.

DISCUSSION

On June 12, 2023, the City Council adopted Resolution 2023-92, approving the formation of CFD No. 2023-1 and a future annexation area (Future Annexation Area) for CFD No. 2023-1 under the Mello-Roos Community Facilities Act of 1982 (Mello-Roos Act). At that meeting, a special election of qualified landowner electors in CFD No. 2023-1 was held at which at least two-thirds of the electors voting approved the levy of the special tax in the original boundaries of CFD No. 2023-1 and an appropriations limit for CFD 2023-1.

Subsequently, on June 26, 2023, the City Council adopted Ordinance No. 2147, to levy special taxes within CFD No. 2023-1, including any parcels that annex into CFD No. 2023-1.

The Future Annexation Area was established for CFD No. 2023-1 to create a streamlined process for projects to annex into CFD No. 2023-1 and contribute maintenance funds for the public amenities and/or infrastructure that is installed within the Isabel Neighborhood Specific Plan. The Future Annexation Area coincides with the boundary of the Isabel Neighborhood Specific Plan area. Parcels within the Future Annexation Area may annex into CFD 2023-1 without any requirement for further public hearings or additional proceedings if their owners execute a unanimous approval (Unanimous Approval), which under the Mello-Roos Act constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of California law.

CFD No. 2023-1 was formed to provide funding for the maintenance and operation of the following public amenities within the Isabel Neighborhood Specific Plan:

- Neighborhood Streets - Main Street, Bicycle Streets, and Pedestrian Streets within the Isabel Neighborhood Specific Plan
- Neighborhood Parks
- Neighborhood Trails
- Neighborhood Plazas
- Pedestrian Bridge/Tunnel Crossing of Isabel Avenue
- Valley Link Plaza and Pedestrian Bridges
- Valley Link Parking Lot

Costs for CFD No. 2023-1 administration, as well as Alameda County's costs to collect the special taxes, will also be paid with special taxes levied in CFD No. 2023-1.

The Shea Portola Apartments project, Parcel 14 of Tract 8613, is located within the Future Annexation Area. The conditions of approval for the project require the property owner to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, Shea Center Livermore LLC, is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 and has executed the attached Unanimous Approval. Unanimous Approval constitutes a unanimous vote by Shea Center Livermore LLC in favor of annexing their property to CFD No. 2023-1 and the annual levy of special taxes according to the rate and method of apportionment of the special tax (RMA).

To complete the annexation process for the Shea Portola Apartments project, Parcel 14 of Tract 8613, the City Council is asked to consider adopting a resolution determining that the property is annexed to CFD No. 2023-01. Adoption of the resolution will annex the project as Tax Zone 4 within the CFD No. 2023-1 and direct the City Clerk to record a notice of the annexation with the Alameda County Recorder. Attachment 1 shows a map of the CFD No. 2023-1 boundary with all tax zones created to date. This map will be updated as new tax zones are annexed into CFD No. 2023-1.

FISCAL AND ADMINISTRATIVE IMPACTS

The City will administer CFD No. 2023-01 on an annual basis and will budget for, and manage, the necessary maintenance, operation, and administration. All related expenditures will be paid by the City with special taxes collected in CFD No. 2023-1. At buildout of the Isabel Neighborhood Specific Plan

area, the estimated annual cost for maintaining all the items in the Description of Services for CFD No. 2023-1 is approximately $1,800,000 plus administrative expenses. As each new development within the specific plan is completed, they will be assessed their pro-rata share of the overall maintenance expenses of the CFD No. 2023-1.

With this annexation, the Shea Portola Apartments project becomes Tax Zone 4 in CFD No. 2023-1. The FY 2024-25 Special Tax Requirement Max Cap for Zone 4 is estimated at $75,665, an average of $360.31 per residential unit as shown in Table 4 of Exhibit A to the Resolution. This amount is the pro-rata share of the CFD maintenance costs attributed to Tax Zone 4. The max cap for Tax Zone 4 will increase on July 1, 2025, and annually each July 1 thereafter, based upon the prior calendar year's change in the Consumer Price Index – All Urban Consumers (San Francisco-Oakland- San Jose, CA) plus one percent (CPI + 1%).

Future annexations will be numbered sequentially as distinct tax zones for purposes of the RMA. Each new zone will be assessed separately, based on their pro-rata share of the maintenance funds for the Isabel Neighborhood Specific Plan public infrastructure and amenities.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

4: Implement the Isabel Neighborhood Specific Plan

ATTACHMENTS

1. CFD 2023-1 Tax Zone Map
2. Resolution
3. Exhibit A - Unanimous Approval

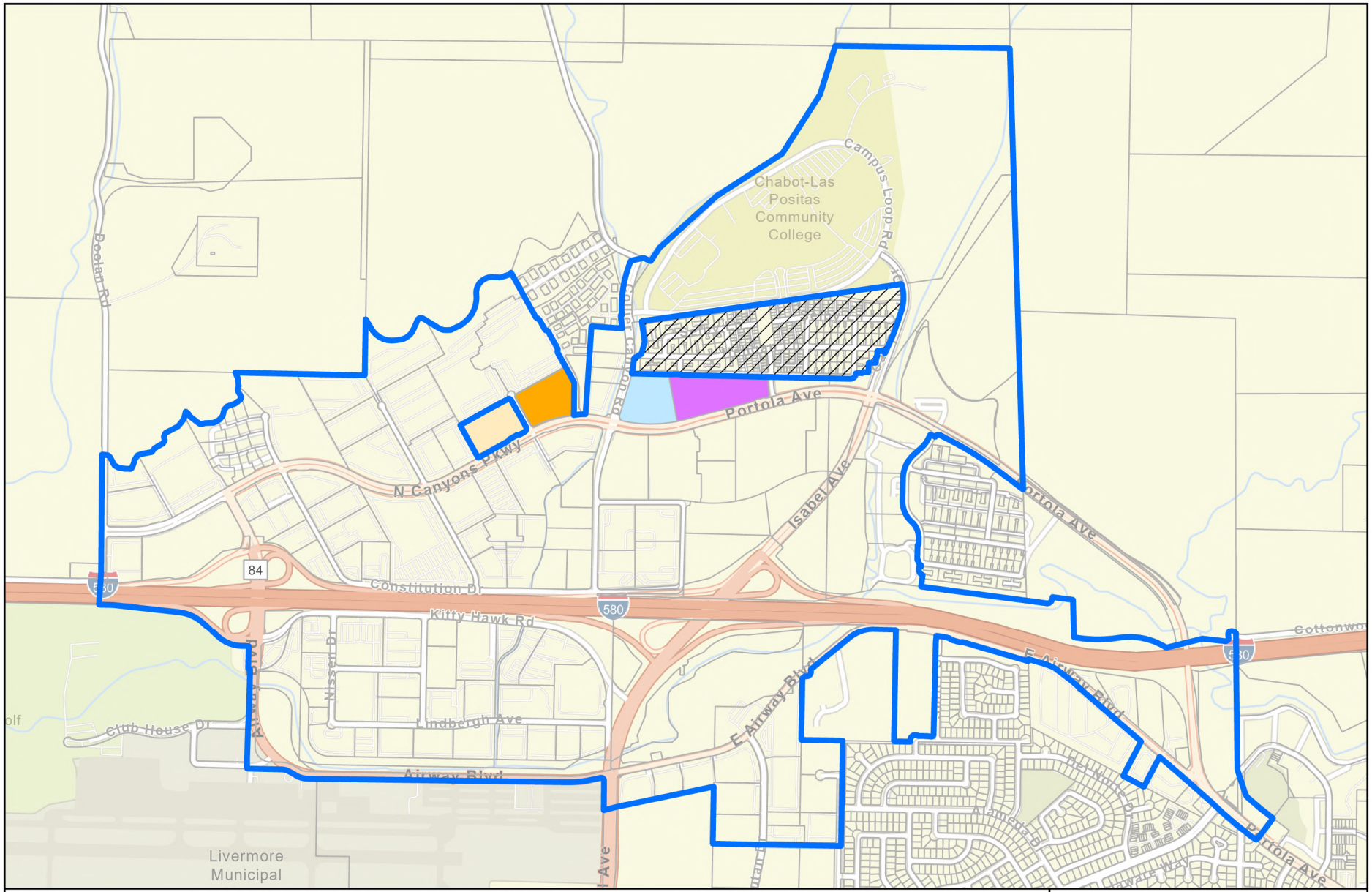
Prepared by: Leon Taing
Senior Civil Engineer

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)
Tax Zone Map

N

0 0.2 0.4 Mi

0 1,250 2,500 Feet

- CFD 2023-1 Future Annexation Area
- Not A Part
- Tax Zone 1 - Tract 8609
- Tax Zone 2 - Tract 8613
- Tax Zone 3 - Tract 8657
- Tax Zone 4 - Tract 8613
- Parcels

NBS helping communities fund tomorrow

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DETERMINING PARCEL 14 OF TRACT 8613, SHEA PORTOLA APARTMENTS, LOCATED AT THE NORTHEAST CORNER OF PORTOLA AVENUE AND COLLIER CANYON ROAD, IS ANNEXED TO THE CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)

The City of Livermore (the "City") is a general law city organized and existing under the Constitution and the law of the State of California.

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

This City Council previously undertook the following proceedings to establish the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area") pursuant to the Act for the purpose of levying a special tax (the "Special Tax") to finance certain municipal services (the "Services") as provided in the Act:

(i) this City Council adopted Resolution No. 2023-092, entitled "A Resolution of Formation of a Community Facilities District and Future Annexation Area" (the "Resolution of Formation), pursuant to which it established the CFD and the Future Annexation Area and authorized the levy of the Special Tax according to the rate and method of apportionment of special tax (the "Rate and Method") set forth in Exhibit B of the Resolution of Formation and an appropriations limit, subject to an election within the CFD on the propositions of levying the Special Tax and establishing the appropriations limit;

(ii) this City Council caused a map of the proposed boundaries of the CFD and the Future Annexation Area to be recorded in the Alameda County Recorder's Office on May 17, 2023, in Book 19 of Maps of Assessment and Community Facilities Districts at Pages 41-42, and, in the Resolution of Formation, this City Council approved the boundaries shown in the map as the boundaries of the CFD and the Future Annexation Area;

(iii) on July 12, 2023, a special election was held among the landowner voters within the CFD at which such voters approved the levy of the Special Tax in accordance with the Rate and Method and the appropriations limit by the two-thirds vote required by the Act, which approval was confirmed by Resolution No. 2023-094, entitled "A Resolution Declaring Results of

Special Landowner Election and Directing Recording of Notice of Special Tax Lien"; and

(iv) on July 26, 2023, this City Council adopted its Ordinance No. 2147, entitled "An Ordinance Levying a Special Tax Within City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)", pursuant to which this City Council authorized and levied the Special Tax within the CFD (including any parcel or parcels in the Future Annexation Area that annex into the CFD) pursuant to the Act, at the rate and in accordance with the Rate and Method, as such Rate and Method may be supplemented in connection with annexations of any parcel or parcels in the Future Annexation Area into the CFD.

In the Resolution of Formation, and in accordance with Section 53339.7 of the Act, this City Council resolved that parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a "Unanimous Approval") of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings.

Section 53339.8 of the Act provides that upon a determination by the legislative body that the area proposed to be annexed is added to the existing community facilities district, the clerk of the legislative body shall record notice of the annexation pursuant to Section 3117.5 of the Streets and Highways Code.

This City Council has been provided with a Unanimous Approval, which Unanimous Approval is attached hereto as Exhibit A, executed by the owner of certain property in the Future Annexation Area that is identified as Assessor's Parcel Number 903-0019-001-00 (the "Annexation Property").

Section 53329.6 of the Act provides that a Unanimous Approval constitutes the vote of the qualified elector in favor of the matters addressed in the Unanimous Approval for purposes of the California Constitution, including, but not limited to, Articles XIII A and XIII C.

In order to comply with Section 53339.8 of the Act, and having determined that the public convenience and necessity require that territory be added to the CFD, this City Council wishes to determine that the Annexation Property is added to the CFD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE AS FOLLOWS:

Section 1. Recitals Correct. The foregoing recitals are true and correct.

Section 2. Determination Regarding the Annexation of the Annexation Property. This City Council hereby determines that, having received an executed

Unanimous Approval by the owner of the Annexation Property, the Annexation Property is added to the CFD.

Section 3. Notice of Annexation. This City Council hereby orders and directs the City Clerk to record notice of the annexation pursuant to Section 3117.5 of the California Streets and Highways Code.

Section 4. Map of Annexation. This City Council hereby orders and directs the City Clerk, if necessary, to record a map of the CFD showing the Annexation Property annexed to the CFD, if and to the extent required by the Act, in accordance with Section 3110.5 and Section 3113.5 of the California Streets and Highways Code.

Section 5. Effective Date. This resolution shall take effect upon its adoption by this City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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 – Unanimous Approval

EXHIBIT A

UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)
Shea Center - Subarea 2B Phase 2

Annexation No. 3

The Honorable City Council
City of Livermore
1052 S Livermore Ave.
Livermore, CA 94550

Members of the City Council:

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. Property Owner. The undersigned is the owner (the "Property Owner") of fee simple title to the real property identified by the assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this Unanimous Approval. If requested by the City of Livermore (the "City"), the Property Owner has supplied to the City current evidence of its ownership of the Property.

The Property Owner hereby represents and warrants that there are no persons residing on the Property that are registered to vote.

2. Acknowledgement of CFD. The Property Owner acknowledges and understands the following:

(a) The City Council of the City has formed the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (the "CFD") and a future annexation area for the CFD (the "Future Annexation Area"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") for the purpose of financing certain public services (the "Authorized Services") described on Exhibit A hereto and made a part hereof.

(b) The proceedings for the formation of the CFD authorized the City Council to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Rate and Method of Apportionment of Special Tax (the "Existing Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B. The Property Owner acknowledges that the City will create a special account into which the Special Taxes will be deposited for payment of the Authorized Services, when collected, and that the City will prepare the annual report required by Government Code Section 50075.3.

(c) The proceedings for the formation of the CFD authorized the City Council to annex property in the Future Annexation Area to the CFD, without additional public hearings or

additional proceedings, upon unanimous approval of the owner of the property to be annexed as permitted by Section 53339.7(a) of the Act.

(d) The Property is in the Future Annexation Area for the CFD.

3. Unanimous Approval and Vote. This Unanimous Approval constitutes the unanimous approval and vote of the Property Owner in favor of the following matters for the purposes of Section 53339.7 et seq. of the Act and Articles XIIIA and XIIIC of the California Constitution:

a. Annexation: The annexation of the Property to the CFD for the purpose of financing the services described in Exhibit A hereto and made a part hereof .

b. Special Tax: The levy of the Special Tax on the Property to finance the Authorized Services according to the Existing Rate and Method, as further supplemented by the supplement attached hereto as Exhibit C (the "Supplement") and made a part hereof (as so supplemented, the "Rate and Method"). The duration of the Special Tax is perpetual.

c. Appropriations Limit: An initial appropriations limit for the CFD of $3,000,000 (as escalated in accordance with applicable law).

4. Waivers. The Property Owner hereby knowingly, intelligently, voluntarily and irrevocably waives (i) any right the Property Owner may otherwise have to protest or challenge the validity of the proceedings to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and (ii) any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD, the levy of the Special Tax on the Property or the initial appropriations limit for the CFD, (iii) any right the Property Owner may otherwise have to protest or challenge the conduct of (or any defect in) the proceedings to annex the Property to the CFD, approve the levy of the Special Tax on the Property or approve the initial appropriations limit for the CFD, or (iv) all requirements for the form or contents of this Unanimous Approval.

5. Recordation of Amendment to Notice of Special Tax Lien. The Property Owner acknowledges and understands that a Notice of Special Tax Lien for the CFD (the "Original Notice of Special Tax Lien") was recorded in the Office of the Recorder of the County of Alameda on June 21, 2023, as Document No. 2023070481. The Property Owner hereby authorizes and directs the Clerk of the City Council to execute and cause to be recorded in the office of the County Recorder of the County of Alameda an amendment to the Original Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax. The amendment to the Original Notice of Special Tax Lien shall include the Existing Rate and Method and the Supplement as exhibits thereto. The Property Owner acknowledges and understands that the lien of the Special Tax on the Property is coequal with the lien for ad valorem real property taxes levied by the County on the Property.

6. Disclosures. The Property Owner hereby agrees to provide to any subsequent purchaser of the Property written notice of the annexation of the Property to the CFD, and of the authority of the City Council to levy the Special Tax on the Property pursuant to the Rate and Method, to the extent required by applicable law.

EXHIBIT A

7. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements and to take such additional actions as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City's costs in annexing the Property to the CFD.

The Property subject to this Unanimous Approval and to be annexed to the CFD, consists of the Assessor's Parcel identified in Exhibit D	The full legal name of the Property Owner is: SHEA CENTER LIVERMORE, LLC, a California limited liability company

The foregoing Unanimous Approval is hereby executed this 7th day of November, 2024, in Aliso Viejo, California.

SHEA CENTER LIVERMORE, LLC,
a California limited liability company

By: Shea Properties Management Company, Inc.,
a Delaware corporation
its manager

DocuSigned by:
By: Julie Guizan
55D420A97B24402...
Julie Guizan
Name:
Vice President
Title:

DocuSigned by:
By: Bryan McGowan
17CDA9D86D83480...
Bryan McGowan
Name:
VP
Title:

EXHIBIT A

Declaration

I hereby affirmatively represent and certify that I have taken all necessary steps, and that I am duly authorized, to sign and submit this Unanimous Approval to the City on behalf of the owner(s) of the Property (Assessor's Parcel Number 903-0019-001-00) to annex the Property to the CFD, and that the City may rely upon my representation to process this Unanimous Approval on behalf of the owner(s) of the Property.

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

Date: 11/7/2024 | 9:11:21 AM PST

Name: DocuSigned by: Julie Guizar 55D420A97B24402

EXHIBIT A

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

DESCRIPTION OF SERVICES AUTHORIZED IN THE CFD

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

Public Street Services

Public Street Services include maintenance and operation of Main Street, Bicycle Streets, and Pedestrian Streets within the Isabel Neighborhood Specific Plan. Public Street Services include, but are not limited to, pavement restoration and rehabilitation, landscaping and irrigation, maintenance and operation of street lights and specialty lighting, sidewalks, curbs and gutters, street furniture, signage and monuments. The costs of Public Streets Services include any associated electricity, water and other utility costs.

Neighborhood Park Services

Neighborhood Park Services include maintenance and operation of public parks within the Isabel Neighborhood Specific Plan. Neighborhood Park Services include, but are not limited to, landscaping and irrigation, maintenance and operation of park lighting, playground equipment, play fields, parking lots ancillary buildings and structures, sidewalks, fencing, publicly owned masonry walls, public art and other improvements associated with public parks. Neighborhood Park Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of Neighborhood Park Services include any associated electricity, water and other utility costs.

Neighborhood Trail Services

Neighborhood Trail Services include maintenance and operation of trails within the Isabel Neighborhood Specific Plan. Neighborhood Trail Services include, but are not limited to, trail restoration and rehabilitation, cleaning and trash pickup.

Neighborhood Plaza Services

Neighborhood Plaza Services include maintenance and operation of public plazas within the Isabel Neighborhood Specific Plan. Neighborhood Plaza Services include, but are not limited to, maintenance and operation of plaza hardscapes, landscaping and irrigation, plaza lighting, plaza furnishings, signage and monuments, public art and other improvements associated with public plaza space. Neighborhood Plaza Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of Neighborhood Plaza Services include any associated electricity, water and other utility costs.

Services Related to Pedestrian Bridge/Tunnel Crossing of Isabel Avenue

Services related to Pedestrian Bridge/Tunnel Crossing include maintenance and operation of bridge or tunnel pedestrian surfaces and/or supports, specialty lighting, signage and monuments. Services also

include cleaning and removal of graffiti, trash pickup. The costs of these services include any associated electricity, water and other utility costs.

Services Related to Valley Link Plaza and Pedestrian Bridges

Services related to Valley Link Plaza include maintenance and operation of Valley Link plaza hardscapes, landscaping and irrigation, plaza lighting, plaza furnishings, signage and monuments, public art and other improvements associated with the Valley Link plaza space. These services include operation and maintenance of pedestrian surfaces and/or supports. Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of these services include any associated electricity, water and other utility costs.

Services Related to Valley Link Parking Lot

Services related to Valley Link Parking Lot include pavement restoration and rehabilitation, landscaping and irrigation, maintenance and operation of street lights and specialty lighting, sidewalks, curb and gutter, signage and monuments. The costs of these services include any associated electricity, water and other utility costs.

Flood and Storm Protection Services.

Flood and Storm Protection Services include the operation and maintenance of storm drainage systems.

Services Related to Hazardous Substances.

Services related to hazardous substances include removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

Maintenance and Operation of Other Property.

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

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

"Maintenance" has the meaning given that term in the Act, and includes, but is not limited to, servicing, repair and removal. The services shall be in addition to those provided in the territory of the CFD before the CFD was created, and the additional services shall not supplant services already available within that territory when the CFD was created.

Special Taxes may be used to fund operating reserves and capital reserves.

Special Taxes may be used to fund "costs" and "incidental expenses" related to the eligible Services as those terms are defined in the Act.

Special Taxes may be levied to cure actual or estimated delinquencies in Special Taxes for the current or previous fiscal years.

Administrative Expenses

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

EXHIBIT B

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

EXISTING RATE AND METHOD

EXHIBIT A

RATE AND METHOD OF APPORTIONMENT
FOR CITY OF LIVERMORE
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)

A Special Tax, as hereinafter defined, shall be levied and collected in City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) ("CFD No. 2023-1") each Fiscal Year commencing in Fiscal Year 2022/23, in an amount determined by the application of the procedures below. All Taxable Property, as hereinafter defined, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meaning:

"Accessory Dwelling Unit" or "ADU" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for an "Accessory Dwelling Unit" as defined in California Government Code Section 65852.2(j)(1), as may be amended from time to time, which is accessory to a primary Unit. The ADU may be located on the same Assessor's Parcel as the primary Unit that is the primary Unit or on a separate Assessor's Parcel. For purposes of clarification, where an ADU and primary Unit are on the same Assessor's Parcel, the ADU located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel for purposes of the Special Tax. Should an Assessor's Parcel contain only an ADU, such Assessor's Parcel will be taxed as an ADU Unit only.

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

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

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the administration of CFD No. 2023-1 including, but not limited to, the following: the costs of computing the Annual Special Tax Requirement and of preparing the Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD No. 2023-1. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2023-1 for any other administrative purposes, including, but not limited to, attorney's fees.

"Annual Services Costs" means the respective amounts determined by the CFD Administrator required to fund services authorized to be funded by CFD No. 2023-1 for the applicable yearly period.

"Annual Special Tax Requirement" means that amount with respect to CFD No. 2023-1 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD No. 2023-1, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

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

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

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

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

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

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

"CFD No. 2023-1" means the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

"City" means the City of Livermore.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2023-1.

"County" means the County of Alameda.

"County Assessor" means the County Assessor of the County.

"Developed Property" means, in any Fiscal Year, all Taxable Property in CFD No. 2023-1 for which a building permit for new construction was issued by the City prior to June 30 of the preceding Fiscal Year.

"Exempt Property" means all Assessors' Parcels within the boundary of CFD No. 2023-1 which are exempt from the Special Tax pursuant to Section E.

"Final Map Property" means, in any Fiscal Year, all Taxable Property in CFD No. 2023-1 for which a Final Subdivision Map was approved by City Council prior to June 30 of the preceding Fiscal Year.

"Final Subdivision Map" means a subdivision of property created by recordation of a final subdivision map, parcel map or lot line adjustment, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.)* or recordation of a condominium plan pursuant to California Civil Code 4120, that creates individual lots for which residential building permits may be issued without further subdivision of such property.

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

"GIS" means a geographic information system.

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

"Mixed-Use Property" means all Assessor's Parcels of Developed Property that could be categorized as having more than one land use, allowing for multiple use types on each such Assessor's Parcel. For an Assessor's Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor's Parcel.

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

"Open Space Property" means property within the boundaries of CFD No. 2023-1 which (i) has been designated with specific boundaries and Acreage on a final subdivision map as open space, (ii) is classified by the County Assessor as open space, (iii) has been irrevocably offered for dedication as open space to the federal government, the State, the County, the City, or any other public agency, or (iv) is encumbered by an easement or other restriction required by the City limiting the use of such property to open space.

"Property Owner's Association" means any property owner's association. As used in this definition, a Property Owner's Association includes any home-owner's association, condominium owner's association, master or sub-association or non-residential owner's association.

"Property Owner's Association Property" means any property within the boundaries of CFD No. 2023-1 which is (a) owned by a Property Owner's Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

"Proportionately" means for Taxable Property that the ratio of the Special Tax levy to the Maximum Annual Special Tax is equal for all Assessors' Parcels of Taxable Property levied within each property land use classification within CFD No. 2023-1.

"Public Property" means any property within the boundaries of CFD No. 2023-1 which (i) is owned by a public agency, (ii) has been irrevocably offered for dedication to a public agency, or (iii) is designated with specific boundaries and Acreage on a final subdivision map as property which will be owned by a public agency. For purposes of this definition, a public agency includes the federal government, the State, the County, the City, school districts, or any other public agency.

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

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

"State" means the State of California.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment. ***All the Taxable Property within CFD No. 2023-1 at the time of its formation is within Tax Zone No. 1.*** Additional Tax Zones may be created when property is annexed to CFD No. 2023-1, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone when such Parcels are annexed to CFD No. 2023-1 shall be identified by Assessor's Parcel number in the annexation documents at the time of annexation.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2023-1 that are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2023-1 that is not classified as Developed Property, Open Space Property, Property Owner's Association Property, or Public Property.

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

"Welfare Exempt Property" means, in any Fiscal Year, all Parcels within the boundaries of CFD No. 2023-1 that (a) have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code indicated in the Assessor's Data finalized as of January 1 of the previous Fiscal Year, and (b) are exempt from the Special Tax pursuant to Section 53340(c) of the Act.

B. DETERMINATION OF TAXABLE PARCELS

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor's Parcel Numbers for all Taxable Property within CFD No. 2023-1. If any Assessor's Parcel Numbers are no longer valid, the CFD Administrator shall determine the new Assessor's Parcel Number or Numbers in effect for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor's Parcels Numbers pursuant to Section C. The CFD Administrator shall also determine: (i) the Tax Zone within which each Parcel is located; (ii) which Parcels are Taxable Property; (iii) the number of Units or Building Square Footage each Parcel contains; (iv) the property type, i.e., Residential Property, Non-Residential Property, etc.; and (v) the Annual Special Tax Requirement for the Fiscal Year.

C. MAXIMUM ANNUAL SPECIAL TAX RATES

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

1. Maximum Special Taxes

The Maximum Special Tax for each Assessor's Parcel of Taxable Property within Tax Zone No. 1 shall be assigned according to Table 1 below:

TABLE 1
MAXIMUM SPECIAL TAX RATES
TAX ZONE NO. 1
FISCAL YEAR 2022/23*

Land Use Category	Maximum Special Tax Rate	Per
Residential Property	$434.74	Unit
Non-Residential Property	0.00	BSF
Mixed-Use Property	See below	
Accessory Dwelling Unit	See below	

*On July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum Special Tax rates for Tax Zone No. 1 shall be increased by the February annual percentage change in the Consumer Price Index for all Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA, plus one percent (1.0%). If the percentage change in the CPI-U is negative, the Maximum Special Tax rates shall not be decreased. In the event the index described above ceases to be published, it shall be replaced by another reasonably comparable index, as determined by the City. Different Maximum Special Tax rates and tax escalation factors may be identified in Tax Zones added to CFD No. 2023-1 as a result of future annexations.

2. Mixed-Use Property

In some instances, an Assessor's Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all residential Units and non-residential Building Square Feet on that Assessor's Parcel.

3. Accessory Dwelling Units

The Maximum Special Tax for an Accessory Dwelling Unit shall be calculated as a percentage of the Maximum Special Tax for the primary Unit the ADU is accessory to, based on Building Square Footage. For example, if a primary Unit of Residential Property with 2,000 BSF has an ADU of 800 BSF, the Maximum Special Tax for the ADU in Tax Zone No. 1 shall be calculated by the following steps:

1. 800 BSF / 2,000 BSF = 0.40 or 40%
2. $434.74 Maximum Special Tax per Unit x 40% = $173.90 Maximum Special Tax for such ADU

4. **Assignment of Assessor's Parcel(s) to Property Land Use Category**

When an Assessor's Parcel changes from being classified as Undeveloped Property to another land use category and is considered Developed Property, that assignment shall not change due to future changes in land use.

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

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

When an Assessor's Parcel changes or subdivides, and there are changes to the overall planned development for each Tax Zone within CFD No. 2023-1, the process for assigning the Maximum Special Tax to each newly created Assessor's Parcel is as follows:

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

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

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

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

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

When an Assessor's Parcel changes or subdivides, and there are no changes to the planned development for each Tax Zone within CFD No. 2023-1, the Maximum Special Tax shall be assigned according to Table 1 for Tax Zone No. 1, or similar table for each successive Tax Zone.

The planned development for Tax Zone No. 1 is provided in the table below:

Land Use Category	Planned Development
Residential Property	112 Units

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

additional newly created Assessor's Parcel(s) of Taxable Property created from the change or subdivision.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

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

The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD No. 2023-1 by the method shown below.

First: Determine the Annual Special Tax Requirement.

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

Under no circumstances will the Special Taxes on any Assessor's Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2023-1.

E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Open Space Property, Property Owner's Association Property, Undeveloped Property, Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5 and 533401 of the Act.

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

F. APPEAL OF SPECIAL TAX LEVY

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

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

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

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

G. INTERPRETATIONS OF RATE AND METHOD OF APPORTIONMENT

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

H. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD No. 2023-1, and may collect delinquent Special Taxes through available methods.

Special Taxes shall continue to be levied and collected within CFD No. 2023-1, as needed to fund the Annual Special Tax Requirement, in perpetuity.

I. PREPAYMENT OF SPECIAL TAX

The Special Tax may not be prepaid.

J. REPEAL OF SPECIAL TAX

If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Assessor's Parcels in CFD No. 2023-1, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the authorized services for which the Special Tax was levied. The obligations to provide the authorized services previously funded by the repealed Special Tax shall become the joint obligations of the property owners of Assessor's Parcels within CFD No. 2023-1.

EXHIBIT C

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

Annexation No. 3

SUPPLEMENT TO EXISTING RATE AND METHOD

SUPPLEMENT NO. 3
(TAX ZONE NO. 4)
TO
RATE AND METHOD OF APPORTIONMENT

This Supplement No. 3 (Tax Zone No. 4) to the Rate and Method of Apportionment (this "Supplement") supplements the Rate and Method of Apportionment (the "Existing Rate and Method," and together with the Supplement, the "Rate and Method") for "City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)" (the "CFD") as it applies to the property designated as Tax Zone No. 4 ("Tax Zone 4") that is being annexed to the CFD for the purpose of financing certain Isabel Neighborhood Specific Plan Services (each of which constitutes a "Service" as defined in "A Resolution of Formation of a Community Facilities District and Future Annexation Area " adopted as Resolution No. 2023-92 by the City Council of the City of Livermore on June 12, 2023).

This Supplement supplements the Existing Rate and Method by adding Table 4 to Section C.1. of the Existing Rate and Method that will be applicable to Tax Zone 4 only. Except as expressly set forth in this Supplement, all provisions of the Existing Rate and Method shall govern Tax Zone 4.

Capitalized terms that are used but not defined in this Supplement have the meaning given them in the Existing Rate and Method.

TABLE 4
MAXIMUM SPECIAL TAX RATES – TAX ZONE NO. 4
FISCAL YEAR 2024/25*

Property Type	Maximum Special Tax Rate	Per	Planned Development
Residential Property	$360.31	Unit	210 Units

*On July 1 of each Fiscal Year, commencing on July 1, 2025, the Maximum Special Tax rates for Tax Zone 4 shall be increased by the February annual percentage change in the Consumer Price Index for all Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA, plus one percent (1.0%). If the percentage change in the CPI-U is negative, the Maximum Special Tax rates shall not be decreased. In the event the index described above ceases to be published, it shall be replaced by another reasonably comparable index, as determined by the City. Different Maximum Special Tax rates and tax escalation factors may be identified in Tax Zones added to CFD No. 2023-1 as a result of future annexations.

EXHIBIT A

EXHIBIT D

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

Annexation No. 3

ASSESSOR'S PARCELS CONSTITUTING THE PROPERTY

Assessor's Parcel Number(s)
903 -0019-001-00

LIVERMORE
CALIFORNIA

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

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving the funding agreement between the Tri-Valley Transportation Council and the City of Livermore for the allocation of Tri-Valley Transportation Development Fund (TVTDF) funds in the amount of $5,139,000 for environmental, permitting, right-of-way, and design activities associated with the I-580/Vasco Road Interchange Modification 1993-52.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to approve the funding agreement between the Tri-Valley Transportation Council and the City of Livermore for the allocation of Tri-Valley Transportation Development Fund (TVTDF) funds in the amount of $5,139,000 for the I-580/Vasco Road Interchange Modification Project 1993-52.

SUMMARY

The I-580/Vasco Road Interchange currently experiences operational deficiencies resulting in significant traffic delays. The interchange also lacks bicycle and pedestrian infrastructures. The I-580/Vasco Road Interchange Modification Project 1993-52 will enhance traffic operations and safety for all modes of travel and accommodate the future Valley Link transit system in the median. The project meets the objectives of the City's General Plan, Active Transportation Plan, and Complete Streets Policy.

The Tri-Valley Transportation Council (TVTC) has authorized a funding allocation of $5,139,000 to the I-580/Vasco Road Interchange Project in Fiscal Year 2024-25. A funding agreement is required as part of the funding allocation process. The TVTC approved the funding agreement (Exhibit A to the Resolution) on October 21, 2024. TVTC requests that the City of Livermore approve this funding agreement prior to allocating the funds. These funds will help cover costs associated with environmental studies, permitting, right-of-way acquisition, and design.

DISCUSSION

The I-580/Vasco Road Interchange Modification Project, 1993-52, will improve the Vasco Road/I-580 Interchange, which consists of removal and replacement of the Vasco Road overcrossing with a wider

bridge, and reconstruction of the on and off ramp bridge structures, and new traffic signals. In addition, the project will construct new bike lanes and sidewalks over the interchange and accommodate the future Valley Link transit system in the median. The project will improve traffic operational level of service and safety for all modes of travel including motorists, bicyclists, and pedestrians. Attachment 1 shows the project location.

The Project Initiation Document (PID) phase for the project has been completed. The Project Approval & Environmental Document (PA/ED) phase is currently in progress, followed by the Plans, Specifications, and Estimates (PS/E) phase, and right of way acquisitions. Construction is anticipated to commence in 2028. The project scope will be consistent with the City of Livermore General Plan and Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan.

In August 2021, the TVTC unanimously approved the TVTC Nexus Study update. Subsequently, on April 18, 2022, the TVTC unanimously adopted the 2022 Strategic Expenditure Plan (SEP) Update. The SEP includes Project B-4 I-580/Vasco Road Interchange Modification Project. The SEP authorizes an appropriation of $5,139,000 for FY 2024-2025 and $3,426,000 for FY2025-2026 from the Tri-Valley Transportation Development Fund (TVTDF).

The TVTC Technical Advisory Committee (TAC) has determined that there is sufficient funding to allocate the $5,139,000 in TVTDF this fiscal year 2024-25. Given that the City of Livermore is a member of TVTC and a signatory to the Joint Exercise of Powers Agreement pertaining to the TVTDF for traffic mitigation, Livermore is the Project Sponsor. In this capacity, the $5,139,000 funds will be transmitted to the City of Livermore for FY 2024-25.

On October 21, 2024, the TVTC approved the funding allocation to the City of Livermore and the funding agreement (Exhibit A to the Resolution) between the TVTC and the City of Livermore. TVTC requests that the City of Livermore approves this funding agreement prior to allocating the funds.

FISCAL AND ADMINISTRATIVE IMPACTS

The I-580/Vasco Road Interchange Modification Project 1993-52 is included the 2023-2028 Capital Improvement Plan. The FY 2024-25 budget includes this $5,139,000 in funding from TVTC (Fund 321). The project is also funded with Traffic Impact Fees (Fund 306) and State Street Grants (Fund 680). This TVTC funding of $5,139,000 will reduce some of the current local (Fund 306) funding for the project. Current funding covers environmental, permitting, right-of-way, and design activities. The City will seek additional grant funding to cover construction once the design is completed

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL CATEGORY

10: Work to make a safe and efficient local transportation network and address safety concerns

ATTACHMENTS

1. Project Location

2. Resolution
3. Exhibit A - Funding Agreement

Prepared by: Kristina Mai
Associate Civil Engineer

Approved by:



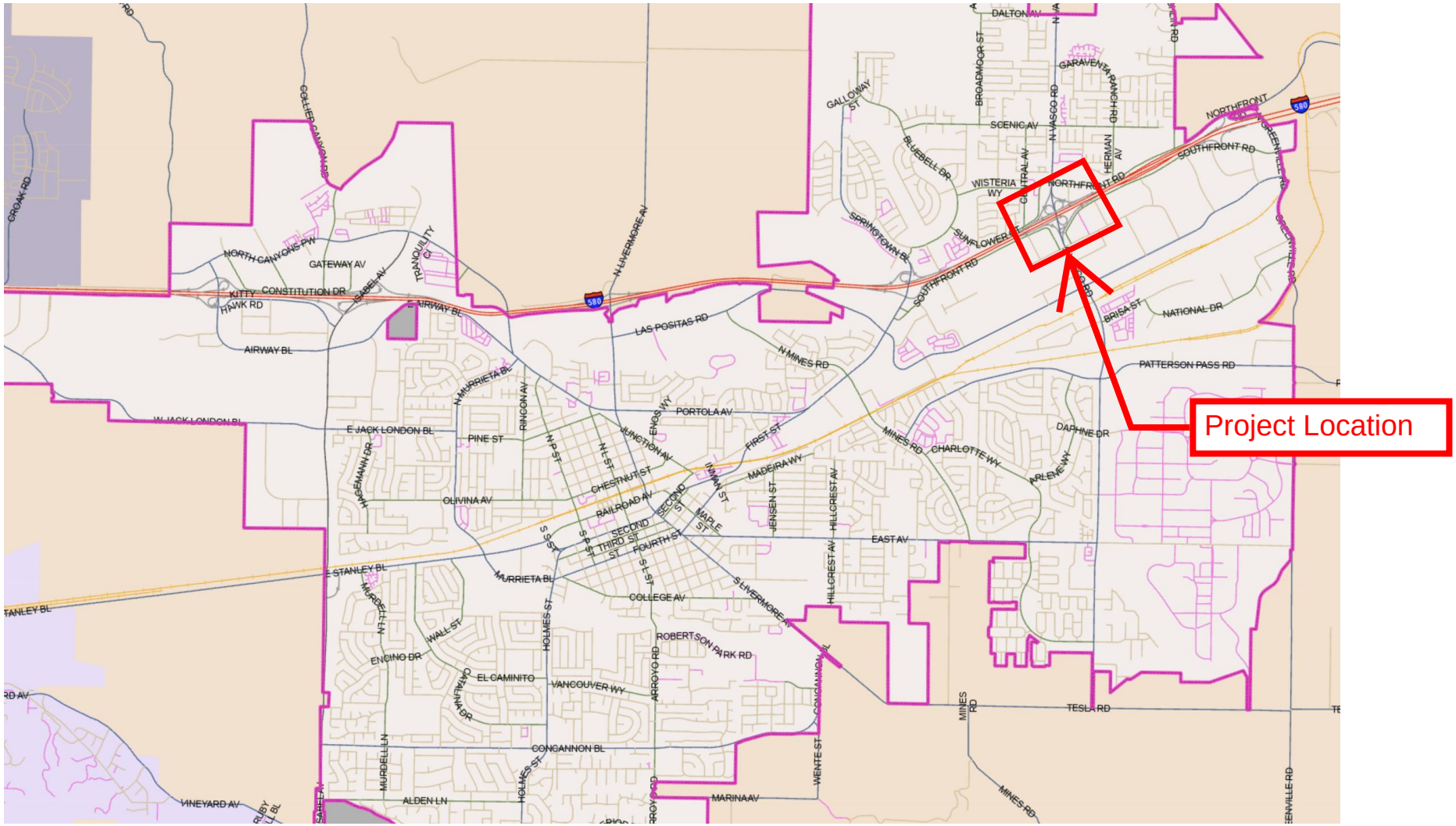
Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

VASCO INTERCHANGE PROJECT 1993-52



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE FUNDING AGREEMENT BETWEEN THE TRI-VALLEY TRANSPORTATION COUNCIL AND THE CITY OF LIVERMORE FOR THE ALLOCATION OF TRI-VALLEY TRANSPORTATION DEVELOPMENT FEE FUNDS IN THE AMOUNT OF $5,139,000 FOR THE I-580/VASCO ROAD INTERCHANGE MODIFICATION PROJECT 1993-52

On October 21, 2024, The Tri-Valley Transportation Council (TVTC) approved the Funding Agreement between the Tri-Valley Transportation Council and the City of Livermore (Funding Agreement) for the allocation of Tri-Valley Transportation Development Fee (TVTDF) funds in the amount of $5,139,000 for the I-580/Vasco Road Interchange Modification Project 1993-52.

This project will consist of the removal and replacement of the Vasco Road overcrossing with a wider bridge, and reconstruction of the on and off ramps bridge structure, new traffic signals, and new bike lanes and sidewalks over the interchange. TVTC is requesting that the City of Livermore approve this Funding Agreement as well.

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

1. Authorizes the City Manager to approve the Funding Agreement, a copy of which is attached as Exhibit A and is incorporated by this reference, between the Tri-Valley Transportation Council and the City of Livermore for the allocation of TVTDF funds in the amount of $5,139,000 for the I-580/Vasco Road Interchange Modification Project 1993-52.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 2024, by the following vote:

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

RESOLUTION NO. _____

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Tara Mazzanti*_____
Tara Mazzanti
Assistant City Attorney

Exhibit A – Funding Agreement

Docusign Envelope ID: D308B542-3195-4731-9F3A-1CDC8442298D

Funding Agreement

FUNDING AGREEMENT BETWEEN THE TRI-VALLEY TRANSPORTATION COUNCIL AND CITY OF LIVERMORE FOR THE ALLOCATION OF TVTDF FUNDS IN THE AMOUNT OF $5,139,000 FOR THE I-580/VASCO ROAD INTERCHANGE MODIFICATION PROJECT

(PROJECT B.4)

This AGREEMENT is made and entered into as of _____, 2024 by and between the Tri-Valley Transportation Council and the City of Livermore (LIVERMORE), collectively referred to herein as the "Parties."

RECITALS

A. **WHEREAS**, LIVERMORE, as one of the members of the Tri-Valley Transportation Council ("TVTC"), is a signatory to the Joint Exercise of Powers Agreement pertaining to the Tri-Valley Transportation Development Fee ("TVTDF"); and

B. **WHEREAS**, the I-580/Vasco Road Interchange Modification Project ("Project") is identified on List B of the TVTC Strategic Expenditure Plan ("SEP") and is programmed for funding in the SEP Funding Plan; and

C. **WHEREAS**, LIVERMORE is the Project sponsor and requested a TVTDF funding allocation; and

D. **WHEREAS**, pursuant to Resolution No. 2024-08, TVTC approved the allocation of $5,139,000 of TVTDF funds to LIVERMORE for the Project for FY2024-2025; and

E. **WHEREAS**, the Parties desire to enter into this Funding Agreement to outline the terms and obligations associated with the allocation of TVTDF funds;

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

SECTION I

TVTC AGREES:

A. To allocate and transmit to LIVERMORE $5,139,000 of TVTDF funds for the Project.

LIVERMORE AGREES:

A. To utilize the TVTDF funds solely for the Project, in accordance with the SEP.

Docusign Envelope ID: D308B542-3195-4731-9F3A-1CDC8442298D

B. To keep and maintain accurate documentation consistent with Generally Accepted Accounting Principles (GAAP) related to the expenditure of the TVTDF funds allocated for the Project.
C. To make any and all documentation related to the Project's use of TVTDF funds available to TVTC or its representatives upon request.
D. To promptly notify TVTC of any unspent TVTDF funds after Project completion and promptly return said funds to TVTC.

SECTION II

IT IS MUTUALLY AGREED:

A. Any notice given under this Funding Agreement shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail or commercial overnight courier, return receipt or confirmation of delivery requested, or by facsimile transmission with voice confirmation of receipt, the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to LIVERMORE:

Mallika Ramachandran, Assistant City Engineer
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550

mramachandran@LivermoreCA.gov

If to TVTC:

Diane J. Friedmann
Attention: TVTC Administrator
Town of Danville
500 La Gonda Way
Danville, CA 94526

DFriedmann@danville.ca.gov

SIGNATURES ON THE NEXT PAGE

Docusign Envelope ID: D308B542-3195-4731-9F3A-1CDC8442298D

CITY OF LIVERMORE
A Municipal Corporation "LIVERMORE"

Marianna Marysheva, City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

DS
JS

Tara Mazzanti, Assistant City Attorney

ATTEST:

Deborah L. Elam, City Clerk

City Council Resolution No.

TRI-VALLEY TRANSPORTATION COUNCIL

Signed by:
Renee S. Morgan
D4F6D1A5A61A450...

Renee S. Morgan, Chair

APPROVED AS TO FORM:

Signed by:
Lindsay D'Andrea
A338503D5F2D4C4...

Lindsay D'Andrea, TVTC Counsel

ATTEST:

Signed by:
Diane J. Friedmann
6F3BC932739C4F7...

Diane J. Friedmann, TVTC Administrator

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.7**

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution making findings regarding the continuing need for unexpended balances of Development Impact Fees as of June 30, 2024, and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2023-24.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution making findings regarding the continuing need for unexpended balances of Development Impact Fees as of June 30, 2024 and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2023-24.

SUMMARY

California Government Code § 66000-66013 specifies accountability and annual reporting requirements pertaining to development fees. According to statute, the report must be reviewed at a public meeting. The report must include a description of the fee type in the account; the amount of the fee; beginning and ending balances; fee and interest income; expenditures by improvement, showing the amount funded by the fees; describe loans or transfers, including purpose, interest rate, and term; and any refunds. The report may make findings as necessary as to whether funds are available to construct incomplete improvements.

DISCUSSION

California Government Code § 66000 (adopted as AB1600) discusses developmental fees, what they are and how they are to be used. Developmental fees under AB1600 are not a tax or special assessment but a monetary exaction that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. Specifically, under California Government Code § 66006, the local agency that receives the fee must deposit it in a separate capital facilities account or fund in a manner to avoid commingling of the fees with other revenues. The fees must then be expended solely for the purpose for which they were collected. For each account established for the fees, the local agency must make available to the public a brief description of the fee within the fund, the amount of the fee along with the

beginning and ending balances and the total amount of the fees collected along with the interest earned. For each public improvement, the amount of expenditures is to be shown as well as the total percentage of the cost of the public improvement that was funded with the fees. If the local agency determines that sufficient funds have been collected to fully finance an incomplete project, an approximate date for commencing should be identified.

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

The Annual Report of Development Fee and Connection Fee Revenues and Expenditures for the year ended June 30, 2024, identifies the different funds that represent developmental fees.

The fees included in the report are:

- Storm Drainage Fees (Fund 221)
- Sewer Connection Fees (Fund 241)
- Water Storage Fees (Fund 251)
- Traffic Impact Fees (Fund 306)
- Tri-Valley Transportation Development Fees – TVTC (Fund 321)
- Housing and Human Services Fee (Fund 333)
- Park Fees-LARPD (Fund 337)
- Major Attraction Fee (Fund 604)
- Recycled Water Fee (Fund 250)
- Road Improvement Fee (Fund 604)
- Low Income Housing and Housing Impact Fees (Fund 611)

FISCAL AND ADMINISTRATIVE IMPACTS

There is no direct fiscal impact in accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for the year ended June 30, 2024. This report is required by the State of California and has been produced in house.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Resolution
2. Exhibit A - FY 2023-24 City of Livermore AB1600 report

Prepared by: Erik Peterson
Finance 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 MAKING FINDINGS REGARDING THE CONTINUING NEED FOR UNEXPENDED BALANCES OF DEVELOPMENT IMPACT FEES AS OF JUNE 30, 2024, AND ACCEPTING THE ANNUAL REPORT OF DEVELOPMENT FEE AND CONNECTION FEE REVENUES AND EXPENDITURES FOR FISCAL YEAR 2023-24

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

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

1. Fund 221 – Storm Drainage Fee
2. Fund 306 – Traffic Impact Fee (TIF)
3. Fund 321 – Tri-Valley Transportation Development Fee – City Portion
4. Fund 333 – Housing and Human Services Facility Fee
5. Fund 337 – Park Fee
6. Fund 604 – Major Attraction Fee
7. Fund 250 – Recycled Water Fee
8. Fund 604 – Road Improvement Fee
9. Fund 611 – Low Income Housing and Housing Impact Fee

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

An annual report for FY 2023-24 reflecting the beginning and ending balances of each separate fund containing development impact fees, the amount of fees collected, the interest earned for the year, the amount of expenditures and refunds made in the year, and a description of the type of fees, is attached hereto as Exhibit A.

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

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

1. Fund 241 – Sewer Connection Fee
2. Fund 251 – Water Connection Fee

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

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

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

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

1. $6,199,359 of the Storm Drain Impact Fund remains unexpended after five years. The purpose for which the fee is to be put is articulated in the Annual Report of Development Fee and Connection Fee Revenues and Expenditures Fiscal Year 2023-24, attached hereto as Exhibit A, and in the FY 2023-28 5-Year Capital Improvement Plan, on file with the City Clerk and hereby incorporated by reference. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in Livermore Municipal Code Title 13, Chapter 13.44 and Resolution Nos. 2010-177 and 2016-149, along with the administrative record for the adoption of the ordinances codified in the Municipal Code and the resolutions. Sources and amounts of funding anticipated to complete financing on incomplete improvements, as well as approximate dates on

which funding is expected, are set forth in the FY 2023-28 5-Year Capital Improvement Plan.

2. $17,102,772 of the Traffic Impact Fee Fund remains unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2023-24 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A, and in the FY 2023-28 5-Year Capital Improvement Plan, on file with the City Clerk and hereby incorporated by reference. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in Livermore Municipal Code Title 12, Chapter 12.30, along with the administrative record for the adoption of the ordinances codified in the Municipal Code. Sources and amounts of funding anticipated to complete financing on incomplete improvements, as well as approximate dates on which funding is expected, are set forth in the FY 2023-28 5-Year Capital Improvement Plan.

3. $2,007,267 of the Tri-Valley Transportation Development Fee – City Portion Fund remains unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2023-24 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A, and in the FY 2023-28 5-Year Capital Improvement Plan, on file with the City Clerk and hereby incorporated by reference. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in Livermore Municipal Code Title 12, Chapter 12.24 and Resolution No. 2014-184, along with the administrative record for the adoption of the ordinances codified in the Municipal Code and the resolution. Sources and amounts of funding anticipated to complete financing on incomplete improvements, as well as approximate dates on which funding is expected, are set forth in the FY 2023-28 5-Year Capital Improvement Plan.

4. $2,731,041 of the Recycled Water Fund remain unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2023-24 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A, and in the FY 2023-28 5-Year Capital Improvement Plan, on file with the City Clerk and hereby incorporated by reference. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in the South Livermore Valley Specific Plan first adopted in November 1997 and in Resolution No. 98-175, along with the administrative record for the adoption of those resolutions. Sources and amounts of funding anticipated to complete financing on incomplete improvements, as well as approximate dates on which funding is expected, is set forth in the FY 2023-28 5-Year Capital Improvement Plan.

5. $299,261 of the Road Improvement Fund remains unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2023-24 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A, and in the FY 2023-28 5-Year Capital Improvement Plan, on file with the City Clerk and hereby incorporated by reference. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in the South

Livermore Valley Specific Plan first adopted in November 1997 and in Resolution No. 98-175, along with the administrative record for the adoption of those resolutions. Sources and amounts of funding anticipated to complete financing on incomplete improvements, as well as approximate dates on which funding is expected, are set forth in the FY 2023-28 5-Year Capital Improvement Plan.

6. $471,793 of the Low-Income Housing Impact Fee Fund remains unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2023-24 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in Livermore Municipal Code Title 3, Chapter 3.26 and Resolution No. 2000-87, along with the administrative record for the adoption of the ordinances codified in the Municipal Code and the resolution.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby approves the Annual Report of Development Fee and Connection Fee Revenues and Expenditures Fiscal Year 2023-24, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 2024, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

_____ */s/ Jason R. Alcala*
Debora L. Elam Jason R. Alcala
City Clerk City Attorney

Exhibit A – Annual Report of Development Fee and Connection Fee Revenues and Expenditures Fiscal Year 2023-24

City of Livermore

Annual Report of Development Fee and Connection Fee Revenues and Expenditures

Fiscal Year 2023-24

The City of Livermore collects certain development fees, also known as impact fees, to be used for necessary public improvements resulting from private development projects. California Government Code §66000 discusses development fees, what they are and how they are to be used. Development fees under AB1600 are not a tax or special assessment, but a monetary exaction that is charged by a local agency to the applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project.

Particularly under California Government Code §66006, for each separate fund the local agency must make available to the public the following information:

- A brief description of the type of fee within the account or fund.
- The amount of the fee.
- The beginning and ending balance of the account or fund.
- The amount of the fees collected, and interest earned.
- An identification of each public improvement on which the fees were expended and the amount of expenditures on each improvement, including the percentage of the cost of the public improvement that was funded with the fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

- A description of each interfund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan.

- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of the reallocation of funds made due to administrative costs of refunding unexpended revenues exceeded the amount to be refunded.

California Government Code Section 66001(d) requires the local agency make the following findings every fifth year with respect to that portion of the account remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put,

- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged,

- Identify all sources and amounts of funding anticipated to complete financing on incomplete improvements, and

- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

In any action imposing a fee as a condition of approval of a development project by a local agency, the local agency shall determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility of portion or the public facility attributable to the development on which the fee is imposed.

California Government Code Section 66002 requires local agencies that have developed a fee program to adopt a Capital Improvement Plan (CIP) indicating the approximate location, size, and timing of projects plus an estimate of the costs for all facilities or improvements that are financed by these fees. The CIP budget is updated annually to reflect the current infrastructure, and equipment needs of the City.

The City of Livermore has nine development fees that are covered under California Government Code §66000-66008.

1. Fund 221 – Storm Drainage Fee
2. Fund 306 – Traffic Impact Fee (TIF)
3. Fund 321 – Tri-Valley Transportation Development Fee – City Portion
4. Fund 333 – Housing and Human Services Facility Fee
5. Fund 337 – Park and Trail Fee
6. Fund 604 – Major Attraction Fee
7. Fund 250 – Recycled Water Fee
8. Fund 604 – Road Improvement Fee
9. Fund 611 – Low Income Housing and Housing Impact Fee

Staff examined each of the funds for the impact fees listed above to determine if any development fees remain unexpended five years or more after receipt and are subject to refund. Unexpended fund balances represent fees collected for respective Council approved projects which will be financed and implemented when financially feasible or practical.

The City of Livermore collects two other impact fees, water connection and sewer connection fees. These two impact fees are treated differently in the California Code. Per California Code §66013(d) the following information regarding connection fees must be made available to the public within 180 days after the end of the fiscal year:

- A description of the charges in the fund,
- The beginning and ending balance of the fund and the interest earned from investment of moneys in the fund,
- The amount of the charges collected in that fiscal year,
- Each public improvement on which charges were expended and the amount of the expenditure of each improvement, including the percentage of the total cost of the public improvement that was funded with those charges if more than one source of funding was used,
- Each public improvement on which charges were expended that was competed during that fiscal year,
- Each public improvement that is anticipated to be undertaken in the following fiscal year,

- A description of each interfund transfer or loan made from the account or fund including the public improvement on which the transferred or loaned fees will be expended, and in the case of an interfund loan, the date on which the loan will be repaid and the rate of interest that the account or fund will receive on the loan, and

- The amount of refunds made due to sufficient funds being collected to complete financing on incomplete public improvements, and the amount of the reallocation of funds made due to administrative costs of refunding unexpended revenues exceeded the amount to be refunded.

The City of Livermore has two development fees that are covered under California Government Code §66013(d).

1. Fund 241 – Sewer Connection Fee
2. Fund 251 – Water Connection Fee

Fund Descriptions:

Fund	Description
221 - Storm Drainage Fee	This fee provides capital funds for the improvements of the storm water drainage system to accommodate runoff from new development, the servicing of indebtedness for such purpose and the reimbursement of persons installing facilities of excess capacity.
306 - Traffic Impact Fee	This fee is used to implement transportation circulation system improvements identified in the City's Traffic Impact Fee Study.
321 - Tri Valley Transportation Fee	This fee provides for the construction of transportation improvement projects necessary to accommodate new development within the Tri-Valley Area. Projects are identified in the Tri-Valley Transportation Plan. This portion of the fee is set aside for City Projects.
333 - Housing and Human Services	The fee is used to develop, create, construct, or otherwise acquire facilities to be used for the delivery of childcare, community care, and senior services. This includes acquisition of real property, buildings, facilities, and infrastructure for the development of social and human services facilities; costs associated with the development, design and construction of social and human service facilities, including but not limited to predevelopment and entitlement costs, environmental review costs, and related permits and fees; and administrative costs associated with the social and human service facility fee including, but not limited to, audits, meetings, public hearings, environmental review, and rate studies.
337 - Parks and Trails	This fee provides for the implementation of trail and park facilities necessary to accommodate new development. Projects are included in the City's General Plan, City and LARPD Trails Master Plan, and LARPD's Park Master Plan.
604 - Major Attraction Fee	This fee offsets the impact of development on agricultural productivity in the South Livermore Valley Plan area. The Landowner shall ensure that development of the property contributes to the creation of at least one major draw or attraction that would increase recognition of the South Livermore Valley as a premium wine producing region.
250 - Recycled Water Fee	This fee offsets the impact of development of the property to water supplies by supporting the treatment and use of recycled water in the City.
604 - Road Improvement Fee	This fee offsets the costs of roadway improvements benefitting development throughout the South Livermore Specific Plan Area.

Fund Descriptions (Continued):

Fund	Description
611 - Low Income Housing Impact Fee	This fee provides funding for the creation and preservation of affordable housing. This includes land acquisition and construction of new units as well as the acquisition and rehabilitation of existing residential units. In addition, funds are used to provide down payment assistance to first time home buyers and housing support services and rental assistance to persons who are homeless.
241 – Sewer Connection Fee	This fee provides for the implementation of the City's wastewater system, inclusive of the treatment plant, disposal system and collection system trunk lines to handle new development. It includes treatment for wastewater to recycled water as well as to treatment for disposal. Projects are identified in the City's Wastewater Treatment Plant and Wastewater Collection Systems and Recycled Water Master Plans.
251 – Water Connection Fee	This fee provides water storage facilities and connections to the potable or recycled water system of the City. Projects are identified in the City's Water and Recycled Water Master Plan.

Amount of the Fees:

Fund	Fee Amount
221 - Storm Drainage Fee	$0.54 per square foot of impervious surface.
306 - Traffic Impact Fee	Residential Fees are: $11,869 per single family residence $5,531 - $9,358 for multi-family residences $3,642 for senior housing. Non-residential fees per KSF are $32,235 for commercial $20,636 for office $12,812 for industrial $6,473 for warehouse Hotel/motel fees are $9,306 per room. Downtown multi-family rates are $3,395 - $5,745 per dwelling unit depending on bedroom count. Downtown Commercial fees per KSF are $14,595 Other fees per average peak hour trip are $14,883
321 - Tri Valley Transportation Fee	Residential Fees are: $5,057 per single family residence $3,484 for multiple units Non-residential fees per KSF are $3,740 for retail $8,590 for office $5,000 for industrial Fees for other categories were $5,620 per average am/pm peak hour trip. The portion used for City projects is 20%.

Amount of the Fees (continued):

Fund	Fee Amount
333 - Housing and Human Services	Residential fees are: $1,677 per single family detached residence $1,415 per single family attached residence $1,298 for multi-family residences $996 for Mobile Homes and Secondary Units Non-residential fees per KSF are $7 for commercial office $5 commercial retail and service Industrial Office, Manufacturer, Warehousing, and Construction are charged $6, $3, $2 and $3 respectively. Other non-residential fees are $5 per KSF.
337 - Parks and Trails	Residential Fees are: $25,065 per single-family residence $13,288 - $21,809 for multifamily residences Senior housing is $4,265 per unit Non-residential fees per KSF are: $1,587 for warehouse $2,113 for industrial $3,178 for commercial $4,544 for office
604 - Major Attraction Fee	$1,562 per residential unit developed
250 - Recycled Water Fee	The recycled water fee is 20% of the current Alameda County Water Connection fee. $6,906 for a 5/8" meter $10,359 for a ¾" meter $17,265 for a 1" meter $34,530 to $110,496 (depending on meter type) for 1 ½" meter $34,530 to $138,120 (depending on meter type) for a 2" meter.
604 - Road Improvement Fee	$13,229 per residential unit developed within the South Livermore Valley Specific Plan Area.

Amount of the Fees (continued):

Fund	Fee Amount
611 - Low Income Housing Impact Fee	$39.94/SF for all residential housing developments 10 units or less. Projects more than 10 units are subject to must-build requirement of ordinance. Commercial fees are based per KSF: $1,935 for Retail Commercial $1,457 for Discount/Service Retail $1,243 for office Lodging fees were $949 per room Industrial fees per KSF are: $597 for manufacturing $173 for warehouse $1,234 for a business park $612 for Industrial high intensity $387 for Industrial low intensity.
241 – Sewer Connection Fee	Residential fees are: $7,966.31 per single family residence $4,204.44 to $7,966.31 for multiple family residences For industrial, commercial, or restaurant uses, the rate ranges from $0.44 - $35.87 per square foot of building depending upon classification of the building.
251 – Water Connection Fee	$5,340 for a 5/8" meter $8,009 for a ¾" meter $13,349 for a 1" meter $26,698 for 1 ½" meter $42,717 for a 2" meter.

Schedule of Working Capital Balances and Activities:

	Storm Drainage Fee (F221)	Traffic Impact Fee (F306)	Tri-Valley Transportation Development Fee (F321)	Housing and Human Services Facility Fee (F333)	Park and Trail Fee (F337)	Recycled Water Fee (F250) *	Road Improvement Fee (F604)	Low Income Housing Impact Fee (F611)	Sewer Connection Fee (F241)	Water Connection Fee (F251)
Beginning Balance 7-1-2023	$ 7,019,477	$ 23,152,972	$ 2,914,696	$ 436,077	$ 3,579,551	$ 2,731,041	$ 299,261	$ 5,168,353	$ 10,483,931	$ 273,165
Revenues and Other Sources										
Developer Fees	296,152	971,971	74,748	113,266	1,307,377	-	-	4,803,807	980,656	213,076
Miscellaneous Revenue	-	156,610	-	-	-	-	-	599,698	-	-
Interest Income	306,365	1,021,847	140,780	-	158,155	-	-	531,444	583,907	37,639
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Sources:	602,517	2,150,428	215,528	113,266	1,465,532	-	-	5,934,949	1,564,563	250,715
Expenditures and Other Uses										
Projects	235,978	920,858	-	-	439,160	-	-	-	4,877,126	348,869
Operating Expenses	-	38,668	-	-	9,722	-	-	1,763,792	25,293	13,818
Transfers Out	-	64,677	-	-	-	-	-	257,012	1,056,357	241,283
Total Uses:	235,978	1,024,203	-	-	448,882	-	-	2,020,804	5,958,776	603,970
Ending Balance 6-30-2024	$ 7,386,016	$ 24,279,196	$ 3,130,224	$ 549,342	$ 4,596,202	$ 2,731,041	$ 299,261	$ 9,082,497	$ 6,089,717	$ (80,090)

** Recycled water fee balance resides in Fund 250*

Note: Fund 604 - Major Attraction Fee not shown because it has a zero balance.

Schedule of Five-Year Revenue:

	Storm Drainage Fee (F221)	Traffic Impact Fee (F306)	Tri-Valley Transportation Development Fee (F321)	Housing and Human Services Facility Fee (F333)	Park and Trail Fee (F337)	Recycled Water Fee (F250)	Road Improvement Fee (F604)	Low Income Housing Impact Fee (F611)
FY 2019-20 Revenue	$440,109	$3,543,182	$743,782	$411,856	$4,129,344	-	-	$659,912
FY 2020-21 Revenue	156,414	521,291	148,945	108,287	1,051,719	-	-	159,935
FY 2021-22 Revenue	119,944	878,009	43,248	18,896	289,438	-	-	1,195,114
FY 2022-23 Revenue	174,038	1,261,971	112,234	59,572	721,175	-	-	1,791,936
FY 2023-24 Revenue	296,152	971,971	74,748	113,266	1,307,377	-	-	4,803,807
Total Revenue:	$ 1,186,657	$ 7,176,424	$ 1,122,957	$ 711,876	$ 7,499,053	$ -	$ -	$ 8,610,704

Note: Fund 604 - Major Attraction Fee not shown because it has a zero balance and no revenues have been collected.

Five-Year Revenue Test Using First In First Out Method:

Working Capital Balance more than five-year revenue total is cause for a finding as described on the following page.

	Storm Drainage Fee (F221)	Traffic Impact Fee (F306)	Tri-Valley Transportation Development Fee (F321)	Housing and Human Services Facility Fee (F333)	Park and Trail Fee (F337)	Recycled Water Fee (F250)	Road Improvement Fee (F604)	Low Income Housing Impact Fee (F611)
Working Capital Ending Balance 6/30/2024	$ 7,386,016	$ 24,279,196	$ 3,130,224	$ 549,342	$ 4,596,202	$ 2,731,041	$ 299,261	$ 9,082,497
Less:								
Five year Revenue total	1,186,657	7,176,424	1,122,957	711,876	7,499,053	-	-	8,610,704
Working Capital Balance Unexpended/(Expended)	$ 6,199,359	$ 17,102,772	$ 2,007,267	$ (162,534)	$ (2,902,852)	$ 2,731,041	$ 299,261	$ 471,793
Five Year Spend Test: Pass (P) or Not Pass (NP)	NP - See Footnote 1	NP - See Footnote 2	NP - See Footnote 3	P - See Footnote 4	P - See Footnote 5	NP - See Footnote 6	NP - See Footnote 7	NP - See Footnote 8

Five-Year Revenue Test Findings:

Footnote #	Fund	5-Year Test Result
1	221 - Storm Drainage Fee	This fund includes balances held beyond five years as described in AB1600. These funds are intended for 2024 Storm Drain Trash Capture Project 202425, 2026 Storm Drain Trash Capture Project 202625, Arroyo Las Positas at Heather Lane Bridge 202414, and Storm Drain Master Plan Projects Project 202711. More details on these projects is available in the City's FY 2023-28 5-year Capital Improvement Plan.
2	306 - Traffic Impact Fee	This fund includes balances held beyond five years as described in AB1600. These funds are intended for the North Canyons Pkwy/Dublin Blvd Connection, project 200259 and the Vasco Rd / I-580 interchange, project 199352. More detail on these projects is available in the City's FY 2023-28 5-year Capital Improvement Plan.
3	321 - Tri-Valley Transportation Development Fee	This fund includes balances held beyond five years as described in AB1600. These funds are currently intended for the Vasco Road Interchange, project 1993-52, and the Isabel Interchange, project 1992-38, More detail on these projects is available in the City's FY 2023-28 5-year Capital Improvement Plan.
4	333 - Housing and Human Services	Five year spent test met in accordance with Government Code 66001.
5	337 - Parks and Trails	Five year spent test met in accordance with Government Code 66001.
6	250 - Recycled Water Fee	This fund includes balances held beyond five years as described in AB1600. These funds are intended for WRP UV Treatment System Replacement Project 202128. More detail on this project is available in the City's FY 2023-28 5-year Capital Improvement Plan.
7	604 - Road Improvement Fee	This fund includes balances held beyond five years as described in AB1600. These funds will be used for the Foley Road Realignment project, project number 201028 through its completion. More detail on this project is available in the City's FY 2023-28 5-year Capital Improvement Plan.
8	611 - Low Income Housing Impact Fee	This fund includes balances held beyond five years as described in AB1600. These available funds are intended to be allocated to the development of the Pacific Avenue Senior project.

Project listing:

Fund	Project	Percentage of Project Expenditures	Total FY 2023-24 Project Cost
221 - Storm Drainage Fee	202112 - Storm Drain Trash Capture Device	52.73%	124,432
	202425 - Storm Drain Trash Capture	47.27%	111,545
		Total Fund 221 Expenses:	$235,978
306 - Traffic Impact Fee	199238 - Isabel Rt84/I580 Interchange	53.99%	$497,211
	199352 - I580 Interchange @ Vasco Rd	8.23%	75,795
	200259 - N Canyon Dublin Blvd Connection	2.14%	19,671
	200720 - El Charro Infrastructure	0.21%	1,971
	201028 - Foley Rd Realignment	0.84%	7,713
	201837 - Vasco Rd Widening	12.86%	118,462
	202326 - Potola & Sedona Signal Improvements	21.72%	200,034
		Total Fund 306 Expenses:	$920,858
321 - Tri Valley Transportation Fee	No projects	N/A	-
333 - Housing and Human Services	No projects	N/A	-
337 - Park and Trails	200646 - LARPD Park Facility Fee Reimbursement	85.49%	375,433
	201436 - Livermorium Park	-32.76%	(143,848)
	201945 - Las Colinas Trail T-6 E-1	0.24%	1,069
	202121 - Veteran's Park	6.00%	26,363
	202319 - Springtown Open Space Improvements	41.02%	180,142
		Total Fund 337 Expenses:	$439,160
604 - Major Attraction Fee	No projects	N/A	-
250 - Recycled Water Fee	No projects	N/A	-
604 - Road Improvement Fee	No projects	N/A	-
611 - Low Income Housing	No projects	N/A	-

Project Listing (Continued):

Fund	Project	Percentage of Project Expenditures	Total FY 2023-24 Project Cost
241 - Sewer Connection Fee	201931 - WRP Primary Secondary Treatment Improv. *	91.88%	4,481,096
	201960 - Trevarno Infrastructure	3.55%	173,243
	202003 - Annual Sewer Replacement 2021 *	1.31%	63,749
	202128 - WRP UV Treatment System Replacement *	1.46%	71,266
	202129 - WRP SCADA Server & Network Upgrade *	1.80%	87,772
		Total Fund 241 Expenses:	4,877,126
251 - Water Connection Fee	201960 - Trevarno Infrastructure	100.00%	$348,869
		Total Fund 251 Expenses:	$348,869

* Note: These four projects are continuing into Fiscal Year 2024-25.

Descriptions of Transfers:

Fund	Transfer Descriptions
221 - Storm Drainage Fee	No transfers occurred in FY 2023-24
306 - Traffic Impact Fee	Transfers out were to cover the overhead cost of administering the program. The amount is based on the Cost Allocation Plan.
321 - Tri Valley Transportation Fee	No transfers occurred in FY 2023-24
333 - Housing and Human Services	No transfers occurred in FY 2023-24
337 - Parks and Trails	No transfers occurred in FY 2023-24
604 - Major Attraction Fee	No transfers occurred in FY 2023-24
250 - Recycled Water Fee	No transfers occurred in FY 2023-24
604 - Road Improvement Fee	No transfers occurred in FY 2023-24
611 - Low Income Housing Impact Fee	Transfers out were to pay for City's Housing staff who are charged to the City's General Fund. Our new ERP system will have the employees direct charged to the housing fund moving forward.
241 – Sewer Connection Fee	Transfers out were to pay Livermore's share of the debt service for the Livermore Amador Valley Water Management Agency (LAVWMA) pipeline.
251 – Water Connection Fee	Transfers out were for debt service for 2020 Certificates of Participation.

Amount of Refunds made:

Fund	Refund Amount
221 - Storm Drainage Fee	No refunds issued in FY 2023-24
306 - Traffic Impact Fee	No refunds issued in FY 2023-24
321 - Tri Valley Transportation Fee	No refunds issued in FY 2023-24
333 - Housing and Human Services	No refunds issued in FY 2023-24
337 - Parks and Trails	No refunds issued in FY 2023-24
604 - Major Attraction Fee	No refunds issued in FY 2023-24
250 - Recycled Water Fee	No refunds issued in FY 2023-24
604 - Road Improvement Fee	No refunds issued in FY 2023-24
611 - Low Income Housing Impact Fee	No refunds issued in FY 2023-24
241 – Sewer Connection Fee	No refunds issued in FY 2023-24
251 – Water Connection Fee	No refunds issued in FY 2023-24

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.8**

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City's grant request, finding the acquisitions of the Quint Property is categorically exempt from CEQA, authorizing the City Manager to enter into Purchase and Sale Agreements for open space land, and appropriate funds for the acquisition of the Quint Property (41 acres - APNs: 99B-5300-2-13, 99B-5450-10-3).

RECOMMENDED ACTION

Staff recommends the City Council adopt separate resolutions to:

1. Accept the recommendation of the Altamont Landfill Open Space Committee to authorize the City of Livermore's grant request for the Quint Property in the amount of $500,000 and determine that the Altamont Landfill Open Space Committee's recommended expenditure of Open Space Account funds is not a project under California Environmental Quality Act (CEQA) Guidelines section 15378.
2. Determine the acquisition of the Quint Property is categorically exempt from CEQA in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands to preserve the land in its natural condition.
3. Authorize the City Manager to enter into Purchase and Sale Agreements and execute all documents necessary to acquire the Quint Property; and
4. Appropriate funds from the Dougherty Valley Settlement Agreement Account (LEAP Fund 912) in the amount of $1,130,000 to acquire the Quint Property.

SUMMARY

The City is proposing to purchase in fee title of the Quint Property (hereinafter referred to as "the Property") for open space preservation and conservation. The Property has significant biological, scenic, and recreational value. The Property is located within the City boundary and is strategically positioned to preserve an open space buffer around Livermore and the City's General Plan and Active Transportation Plan objectives. The total cost to purchase the 41-acre Property including transaction costs is $1,630,000.

The City actively engages in acquiring land for open space preservation and conservation using a variety of dedicated open space acquisition funding sources. Staff engages with willing property sellers on the open market to purchase land and secure it as open space in perpetuity. The City coordinates the acquisitions with partner agencies such as Tri-Valley Conservancy to establish conservation easements and long-term stewardship of the land. In August of 2024, the City Council authorized staff to enter negotiations with three separate property owners to acquire the three properties for open space and conservation purposes. Staff has negotiated purchase and sale agreements with the Quint Property owners. Staff is in the process of negotiating and finalizing separate purchase and sale agreements for the Collier Canyon Property and the Goecken Road Property which will be presented to the City Council at a later date.

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

DISCUSSION

The City of Livermore ("City") has acquired or helped to acquire and permanently protect over 1,200 acres of open space land. Currently, the City owns nearly 340 acres of land in Doolan Canyon and approximately 300 acres of alkali wetlands, and sensitive habitat in Springtown. In July of 2024, the City Council authorized staff to acquire the Hartford Hills Property (82-acres) and the Greenville Road Property (125-acres) for Open Space Preservation. The City protects open space land to achieve strategic goals, including:

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

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

Funding for the proposed land acquisitions would come from the Altamont Landfill Settlement Agreement Open Space Fund, Vasco Road Landfill Open Space Fund, Dougherty Valley Settlement Agreement, and the City's Transferrable Development Credit Funds.

Altamont Landfill Settlement Agreement Open Space Fund

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

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

Vasco Road Landfill Open Space Fund

On May 4, 2006, the Alameda County Board of Supervisors upheld a County Planning Commission approval of an amended Conditional Use Permit allowing continued landfill and recycling activities at the Vasco Road Landfill. Consistent with the language in the Altamont Settlement Agreement, the approval requires the Vasco Road Landfill operator (Republic Services, Inc.) to collect the same per-ton fees as the Altamont Landfill operator (Waste Management of Alameda County, Inc.). The Vasco Road Landfill Conditions of Approval require the collection and expenditures of fees to be identical to the Altamont Landfill Settlement Agreement.

Altamont Landfill Open Space Committee

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

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

Rotating Livermore City Council members provide representation on the Committee. Vice Mayor Carling is the current Livermore representative. The Open Space Committee reviewed the recommended property acquisition on November 15, 2024 (see discussion below). To date, the City Council has approved the Open Space Committee's recommendations to distribute funds for 14 acquisitions in the eastern acquisition priority area, as summarized in Attachment 1: Table 1.

Dougherty Valley Settlement Agreement (Dougherty Agreement)

In November 1999, Citizens for Balanced Growth, the City of Livermore, and Zone 7 Water Agency settled litigation over water supply to portions of Contra Costa County. The Agreement to Settle Water Litigation (Dougherty Agreement), 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 CPI adjustment and averaged approximately $1,056 per residential unit over the 10-year buildout. All 5,170 units are built, and the Dougherty Valley project areas have been annexed into the City of San Ramon.

The Dougherty Agreement funds are for acquisitions 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 from willing sellers in

areas north of I-580 and east of Collier Canyon Road within Alameda County.

STAFF ANALYSIS

The Quint Property is located within City limits. The Property has a General Plan designation of Urban Low Residential (UL-1). The UL-1 designation is designated for areas that may be either rural in character or may be developed at a higher density with clustering of development. If acquired, the City would own and manage the Property as permanently preserved open space. Staff proposes the City acquire the Quint Property in-fee title.

Preserving the Property would preclude future development, since this property is eligible for city services such as sewer and water. Acquiring the Property for permanent open space would stabilize the land use and allow permanent preservation through long-term management agreements with the City's partner agencies.

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

Altamont Landfill Open Space Committee Funding Approval

On November 15, 2024, the Altamont Landfill Open Space Committee (Open Space Committee) approved a grant application for the Quint Property. The grant funds will be combined with City open space funds to acquire the Quint Property. Staff has negotiated a purchase and sale agreement for the Quint Property. The total purchase price for the Property is $1,600,000. The approved grant amount from the Open Space Committee is listed below.

- Quint Property - $500,000

According to the Altamont Landfill Settlement Agreement, the Livermore City Council and the Alameda County Board of Supervisors shall take affirmative action on Committee expenditure recommendations. The actions must be in conformance with the Settlement Agreement provisions and must align with Livermore General Plan policy.

The Settlement Agreement's first priority is for the preservation of native biological diversity and/or wildlife habitat. The second priority is for the acquisition of property with significant value for visual character and/or non-motorized recreation. Additional criteria developed and utilized by the Open Space Committee includes Strategic Value in Land Protection, Additional Funding Sources, and Willing Sellers. The Quint Property acquisition is consistent with the priority criteria.

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

Citizens for Balance Growth - Use of Dougherty Valley Settlement Agreement Funds for Purchase of Quint Property

Section 6(d)(i) of the Dougherty Valley Settlement Agreement contains the following clause related to the expenditure of funds from the settlement:

“City staff will meet and confer with [Citizens for Balanced Growth] prior to formulating its recommendations for acquisitions.”

Consistent with the Dougherty Settlement Agreement, City staff made multiple attempts in September and October of 2024 to meet-and-confer with Citizens for Balanced Growth (CBG) concerning the recommended expenditure of settlement funds to acquire the Quint Property for conservation and habitat preservation. CBG has not met with City staff. Additionally, CBG has declined to meet with staff in December of 2023 and January, February, and March of 2024, to meet-and-confer on different property transactions. Based on limited communication and unwillingness to set a meeting date, consistent with the Dougherty Valley Agreement, staff has concluded that CBG does not support the expenditure of Dougherty Valley settlement funds for the Quint Property listed in this staff report.

The total purchase price to acquire the Property is $1,600,000. Staff recommends the City Council appropriate funds from the Dougherty Valley Settlement Agreement account for the total amount of $1,130,000 of which $30,000 will be allocated for close of escrow costs. The Open Space Committee approved the City's grant request for $500,000 to acquire the Property.

Quint Property

The approximately 41-acre Property includes two parcels (APNs: 99B-5300-2-13 and 99B-5450-10-3) located in northeast Livermore, east of N. Vasco Road, west of Laughlin Road and the Bluffs Residential Neighborhood. The property contains seasonal wetlands and annual grasslands. The seasonal wetlands include pools and swales distributed evenly throughout the site. Two seasonal streams occur in the northwestern corner of the site that measure seven and five feet in width. The Property is within the Brushy Peak drainage area that flows into the Garaventa Wetlands Preserve (owned and managed by LARPD) and eventually flows over to the Springtown Preserve. The majority of the site is an alluvial plain that gently slopes northeast to southwest.

The Open Space Committee utilizes the University of California Agriculture and Natural Resources mapping database to rank properties based on significant biological value, visual/ scenic qualities and non-motorized recreational value. The mapping database has scoring system between 0 and 1 (1 being the highest). The mapping database gives the Quint Property the highest rating of (1) for Recreation and Red Legged Frog along with ratings of (.91) for Fairy Shrimp and (.84) for Critical Linkage. Habitat and species maps from the California Natural Diversity Database indicate the property may contain critical habitat and potential upland habitat for the California red-legged frog. According to the East Alameda County Conservation Strategy, the property is in Conservation Zone (CZ) 4. This Conservation Zone contains area’s designated critical habitat for vernal pool fairy shrimp and Springtown Alkali Sink which is located in this Conservation Zone and present on the site.

The property is located adjacent to the Garaventa Wetlands Preserve, which is owned and maintained by LARPD and offers possible opportunities for connectivity and expansion. City and LARPD staff will

explore the possibility of expansion of this public facility pending LARPD Board authorization. The subject property is located within City limits. Acquiring the property for permanent open space would stabilize the property's land use. The property owner is a willing seller. In August, 2024, the City Council authorized staff to enter into negotiations with the property owner to acquire the property in-fee title. The property owner and City staff have negotiated a purchase price and are finalizing a purchase and sale agreement.

The Property will be owned and managed as permanent open space by the City of Livermore. Staff will continue to coordinate with LARPD and Tri-Valley Conservancy to help facilitate biological and recreational enhancements to the property through a conservation easement.

General Plan Consistency

Government Code Section 65402(a) requires that if a General Plan has been adopted, no real property shall be acquired by dedication or otherwise for public purposes until the location, purpose, and extent of such acquisition has been reported upon by the planning agency as to conformity with its adopted General Plan. On November 19, 2024, in accordance with Government Section 65402(a), the Livermore Planning Commission adopted a resolution, making the necessary findings, and determined the City's acquisition of the Quint Property is in conformance with Livermore's 2003 General Plan and implements the General Plan goals, objectives, policies, and strategies outlined in the resolutions (see Planning Commission Resolution contained in Attachment 6).

ENVIRONMENTAL DETERMINATION

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

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

FISCAL AND ADMINISTRATIVE IMPACTS

The initial cost of the property acquisition would have no impact on the City's General Fund. The purchase price plus the transaction costs will be paid by the dedicated open space funding sources described above and summarized below. The acquisitions will have the following effects on the funding sources used in the acquisitions:

- The Altamont Landfill Settlement Open Space Fund for East Acquisition Priority Area expenditures would be reduced by $500,000, which would go towards the acquisition of the Quint Property. These expenditures would reduce the fund from its current balance of approximately $20,381,924 to $19,881,924.
- The Dougherty Valley Settlement Agreement Account (LEAP Fund 912) would be reduced by $1,130,000 to acquire the Quint Property, reducing the fund from its current balance of

approximately $4,145,514 to $3,015,514.

As the landowner, the City would be responsible for stewarding the land, ensuring it is properly managed for its conservation values, and incurring typical property management costs. The City's Open Space Conservation Program achieves this in a variety of ways.

Firstly, staff anticipates using best practices to minimize maintenance costs through grazing agreements with ranchers, similar to other open space properties the City owns. In addition, City staff will work with its open space consultants and land conservancy partners (e.g. Tri-Valley Conservancy) to establish permanent conservation easements and restore and enhance habitat on these properties through the sale of mitigation values. The sale of mitigation values results in a permanent conversation easement, long term management planning, and provides dedicated funding to cover the long-term maintenance costs through a non-wasting endowment. Any future conservation easement sale would return to Council for authorization.

The annual maintenance costs can vary depending on the particular property attributes. On average, the City can anticipate an approximate range of between $10,000 to $15,000 per year for maintenance. As noted above, these costs can be offset or eliminated if the City is able to identify mitigation value and sell mitigation credits on the properties. Council created the Open Space Mitigation Revenue Fund (LEAP Fund 300) to cover ongoing maintenance costs on open space land. This fund is a special account generated from revenues received from the sale of mitigation values on City owned property. Funds are restricted to open space management and for open space acquisitions.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

1: Lead Efforts to Implement the Updated Climate Action Plan in Collaboration with Internal and External Partners

ATTACHMENTS

1. Financial Analysis
2. Location Map - Quint Property
3. Concurrence of Funds Resolution - Quint Property
4. Resolution - Quint Property CEQA
5. Resolution - Quint Property Authorizing City Manager
6. Exhibit A - Planning Commission Resolution
7. Exhibit B - Quint Property Purchase and Sale Agreement
8. Resolution - Quint Property Acquisition Funding

Prepared by: Kam Purewal
Associate Planner

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

CITY OF LIVERMORE CALIFORNIA

Table 1: Approved Acquisitions in the eastern acquisition priority area

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

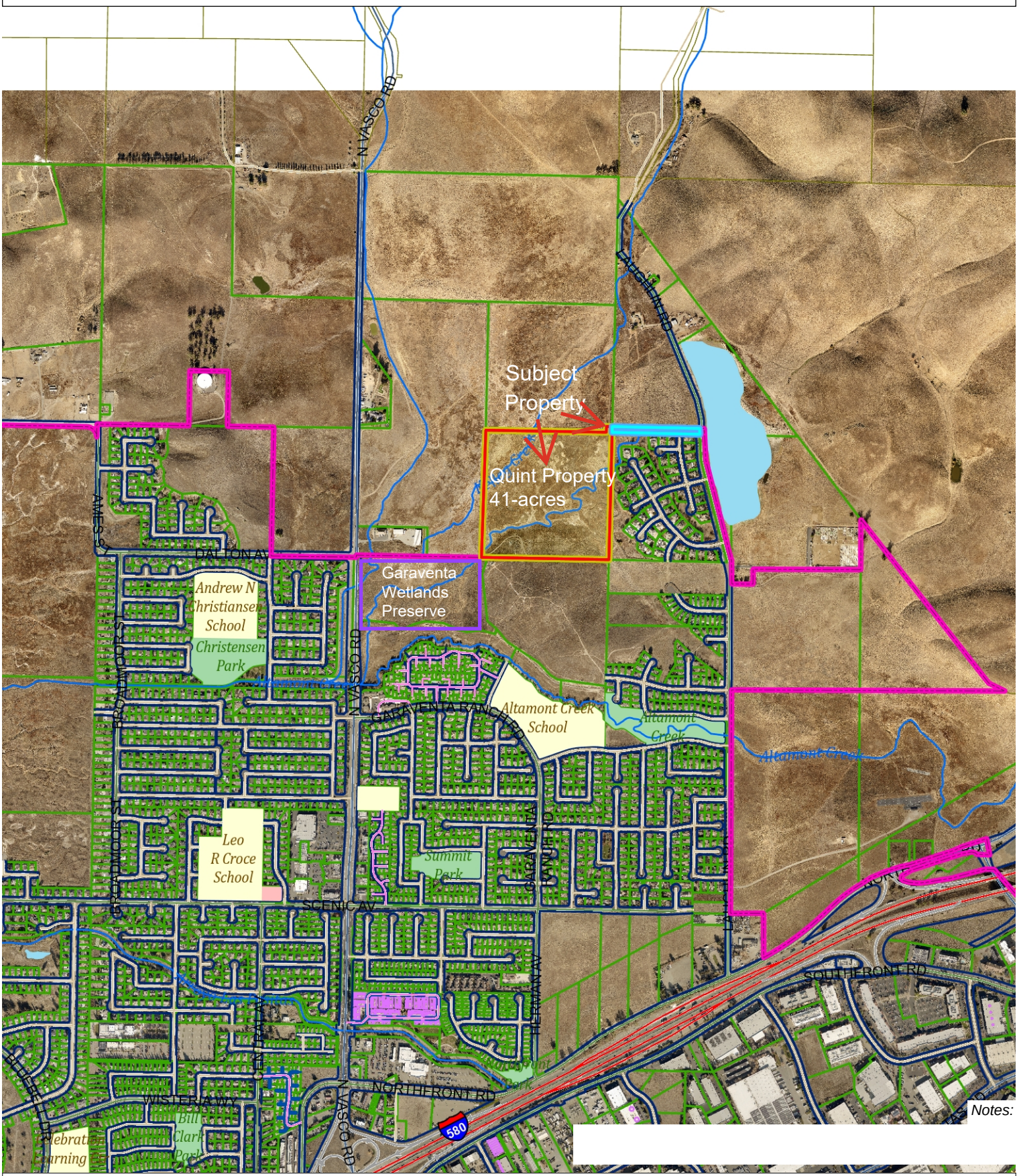
CITY OF LIVERMORE CALIFORNIA

October 28, 2024	$56,000	0	Alameda County Resources Conservation District	Alameda County
Total	**$9,558,475**	**1,465**		

Table 2 – Quint Property ALOSC Grant Request

Itemized Expenses (estimated)	
Purchase Price	*$1,600,000* *($38,740 per acre)*
Transaction Costs (appraisal/ staff/ legal/title/ escrow)	*$30,000*
Total Project Cost	**$1,630,000**
Funding from ALOSC	*$500,000*
Funding from City of Livermore – Livermore Open Space Funds	*$1,130,000*

City of Livermore



Notes:

2,666.7 0 1,333.33 2,666.7 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Livermore IT, GIS Services

Scale: 1: 16,000

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:

11/5/2024
10:51:08 AM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO EXPEND FUNDS IN THE AMOUNT OF $500,000 FOR THE PURCHASE OF THE QUINT PROPERTY (41-ACRES) IN EASTERN ALAMEDA COUNTY (APNs: 99B-5300-2-13, 99B-5450-10-3)

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

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

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

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

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

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

On November 15, 2024, the Open Space Committee considered the City of Livermore's request for a grant in the amount of $500,000 to acquire the Quint Property (41 acres – APNs 99B-5300-2-13 and 99B-5450-10-3).

The Quint Property is located within the eastern acquisition priority area. The Open Space Committee recommended expending $500,000 (30% of the acquisition cost) from the Open Space fund for a grant to the City of Livermore for acquisition and recommended the Livermore City Council and the Alameda County Board of Supervisors determine that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that based upon its own independent review of the entire record it hereby finds the Open Space Committee's recommendation for the expenditure of $500,000 of Altamont Open Space Funds to fund the grant request by the City of Livermore to purchase and manage the Quint Property is consistent with the Livermore General Plan and the priorities set by the Settlement Agreement and the Open Space Committee.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THAT THE ACQUISITON OF THE QUINT PROPERTY (41 ACRES – APNs: 99B-5300-2-13, 99B-5450-10-3) IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

In August 2024, the City Council authorized staff to enter negotiations with the property owner to acquire the Quint Property in fee title for open space and conservation purposes. The property is located within the city limits.

On November 15, 2024, the Altamont Landfill Open Space Committee approved the City of Livermore's grant applications for the acquisition of the Quint Property.

On November 19, 2024, in accordance with Government Section 65402(a), the Livermore Planning Commission adopted a resolution and determined the City's acquisition of the Quint Property is in conformance with Livermore's 2003 General Plan and implements the General Plan goals, objectives, policies, and strategies outlined below.

On December 9, 2024, the City Council considered the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

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

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

Exceptions - Section 15300.2

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

1. Location. This exception does not apply. Categorical Exemption Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. The proposed land acquisition qualifies for a Class 13 Categorical Exemption and, therefore, is not subject to this possible exception due to project location.

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

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

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

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

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

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

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITON OF THE QUINT PROPERTY (41 ACRES – APNs: 99B-5300-2-13, 99B-5450-10-3)

In August 2024, the City Council authorized City of Livermore ("City") staff to enter negotiations with the property owner to acquire in fee title for open space and conservation purposes. The property is located within City limits.

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

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

> Goal CC-1 - Preserve and enhance Livermore's natural setting.
>
> Objective CC-1.1 - Use open space to protect and enhance local community character and identity, to preserve rural characteristics, and to provide an edge to urban growth.
>
> Policy CC-1.1 P6. The City shall maintain an area of non-urbanized land surrounding Livermore to serve as a buffer between communities. Uses that are considered compatible with this area include agriculture, grazing, open space, recreation, and reclaimed sand and gravel extraction.
>
> Policy CC-1.1 P7. Open space shall be used to protect and enhance local community character and identity, and to guide the physical shape and direction of urban growth to preserve the rural characteristics of the area.

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

> Goal OSC-1 - Conserve the value and function of Livermore's open space as a biological resource.
>
> Objective OSC-1.1 - Maintain biodiversity within the Planning Area with special emphasis on species that are sensitive, rare, declining, unique, or represent valuable biological resources.

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

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

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

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

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

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

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it has considered the Record Evidence and adopted a resolution finding the acquisition of the Quint Property (41 acres – APNs: 99B-5300-2-13, 99B-5450-10-3) to be exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands for the purpose of conservation.

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

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to execute a Purchase and Sale Agreement and all other documents necessary for the acquisition of the Quint Property (Exhibit B) and is authorized, in her discretion, to utilize a different dedicated open space acquisition funding source in place of the Doughtery Valley Settlement funds that were approved by separate resolution if the City Manager believes it is necessary to acquire the property.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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

Exhibit A – Planning Commission Resolution
Exhibit B – Quint Property Purchase and Sale Agreement

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING CONSISTENCY DETERMINATION (CD) 24-007 FOR THE ACQUISITION OF APPROXIMATLEY 41 ACRES (QUINT PROPERTY – APNs: 99B-5300-2-13, 99B-5450-10-3)

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

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

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

BE IT FURTHER RESOLVED, with respect to Consistency Determination (CD) 24-007, the Planning Commission finds:

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

   Response: The acquisition of approximately 41 acres (Quint Property – APNs: 99B-5300-2-13, 99B-5450-10-3) is consistent with the General Plan goals, objectives, policies, and strategies outlined below. The Livermore 2003 General Plan includes a Community Character Element with the following goals, objectives, and policies regarding the preservation and enhancement of Livermore's natural environment as a valuable component of Livermore's character and identity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of this resolution. Based upon the Planning Commission's independent review of the Record Evidence and considerations, the Planning Commission finds the acquisition of the Quint Property including approximately 41 acres (APNs: 99B-5300-2-13, 99B-5450-10-3) is consistent with Livermore's General Plan and hereby approves Consistency Determination

(CD) 24-007.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore finds that a Consistency Determination for the acquisition of real property and easements does not constitute a project for the purposes of the California Environmental Quality Act (CEQA) per section 21065 of the California Environmental Quality Act and CEQA Guidelines. Therefore, no environmental review under CEQA is required for CD 24-007.

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

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

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

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

Jacob Anderson, Chairperson



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

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") dated as of _____, 2024 (the "Effective Date"), is made by and between the City of Livermore, a municipal corporation ("Buyer") and Western Title Insurance Company (APN: 99B-5300-2-13) and Western Title Guaranty Company Contra Costa County Division, a corporation (APN: 99B-5450-10-3) ("Seller").

RECITALS

A. Seller is the owner of the Property (as defined in Section 1 below) pursuant to that certain Grant Deed) dated July 2, 2002, and recorded on August 13, 2002, in the Official Records of Alameda County, California as Instrument No. 2002351297.

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

AGREEMENT

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

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

   1.1. Real Property. That certain real property located in the City of Livermore in Alameda County, California, consisting of approximately a total of (41.3) acres of land, relating to APNs: 99B-5300-2-13 and 99B-5450-10-3, as more particularly described in Exhibit A attached hereto, together with all privileges, rights, easements, and appurtenances belonging to such real property (collectively, the "Real Property").

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

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

2. Purchase Price. The purchase price for the Property ("Purchase Price") shall be $1,600,000 One Million and six hundred thousand Dollars (purchase price), and shall be payable as follows:

   2.1. Deposit. Within five (5) business days of Effective Date or on or before (date to be determined), Buyer shall deposit into Escrow One Million One Hundred and Thirty Thousand Dollars ($1,130,000) in cash ("Deposit").

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

3. Escrow; Closing Conditions.

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

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

3.3. Deposit of Documents into Escrow.

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

a. The Grant Deed;

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

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

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

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

a. The Purchase Price;

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

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

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

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

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

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

4. Title Matters; Insurance.

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

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

4.3. Seller shall have ten (10) business days following receipt of Buyer's Title Objection Notice to provide Buyer with written notice ("Seller's Title Notice") that either: (i) Seller is unwilling or unable to deliver title to the Real Property subject only to the

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

5. Due Diligence Investigation.

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

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

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

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

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

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

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

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

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

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

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

9.5. Notices. Except as disclosed to Buyer in the Due Diligence Deliverables, Seller has not received any notices from or sent any notices to any federal, state, or local governmental authority having jurisdiction over the Property or any other third party regarding, without limitation, environmental conditions, the presence or absence of hazardous materials, zoning, land use, suitability for a particular purpose, or compliance with law. To Seller's knowledge, the Property is in compliance with all laws, rules and regulations, including, without limitation, any state or federal environmental laws, e.g., CERCLA, RCRA, FWPCA, TSCA, HMTA.

9.6. Leases; Agreements. Seller represents it is not a party to any lease, license or other agreement granting possessory rights with respect to the Property, and that there are no tenants on the Property. As of the Close of Escrow, Seller shall not be a party to any lease agreement, license, or other agreement granting possessory rights with respect to the Property and there shall be no tenants on the Property. To the extent Seller is a party to any lease agreement, license, or other agreement granting possessory rights with respect to the Property, Seller shall provide Buyer with Estoppel Certificates and copies of all leases, licenses or other such agreements no later than five (5) business days after the Effective Date. From and after the Effective Date, Seller shall not create any leases or other agreements affecting the Property without Buyer's prior written consent.

9.7. Contracts. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer true and correct copies of any contracts and agreements affecting the Property. As of the Close of Escrow, no contracts or agreements that are binding on the owner of the Property shall remain in effect. From and after the Effective Date, Seller shall not enter into any new contracts or agreements relating to the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed and shall be deemed given if the term of such contract or agreement shall expire prior to the Close of Escrow.

9.8. Actions, Suits or Proceedings. There are no actions, suits, or proceedings, pending, or, to Seller's knowledge, threatened, before any commission, board, bureau,

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agency, arbitrator, court, or tribunal affecting, or that would affect, the Property or the right to occupy or utilize the Property.

9.9. No Bankruptcy Proceedings. Seller is not the subject of any bankruptcy, insolvency, or probate proceeding.

9.10. Taxes and Assessments. Seller represents it has paid all taxes, charges, and assessments (special or otherwise) billed, due and payable for all years up through and including the 2023-2024 tax year required to be paid to any taxing authority or other association, which, if unpaid, could in any way constitute a lien against the Property or any part thereof. Seller has not received any notice from any taxing authority, governmental agency or other association:
(i) asserting that Seller has failed to file or has improperly filed any tax return or report required to be filed or of any charges now owing by it which could in any way now or hereafter constitute a lien or claim against the Property or any part thereof; or (ii) regarding any pending or contemplated taxes, assessments, charges or fees which affect or will affect the Property other than customary property taxes/assessments, as reflected in the Title Report. No action or proceeding is now pending by a governmental agency or authority or other association for the assessment or collection of any such taxes, charges or assessments against Seller.

10. Representations and Warranties of Buyer. Buyer hereby represents to Seller that at the date of execution hereof and at and as of Close of Escrow, Buyer is a municipal corporation and has the legal capacity to understand and execute this Agreement and all related documents.

11. Survival. All of the representations and warranties of Buyer and Seller made in conjunction with and pursuant to this Agreement shall survive Close of Escrow, but only for a period of ninety (90) calendar days. No claim shall be allowed on any such representation or warranty unless notice of the claim and a detailed statement of the basis for the claim is delivered by the claimant to the other party within such period.

12. Conditions of Closing.

12.1. Buyer's Conditions. Buyer's obligations to purchase the Property on Close of Escrow are expressly conditioned upon each of the following:

12.1.1. Title Insurance. Seller shall be prepared to convey to Buyer good and marketable title to the Real Property subject only to the Permitted Exceptions, and the Escrow Holder shall be irrevocably committed to issuing the Title Policy.

12.1.2. Buyer's Inspection. There shall have been no material adverse change in the condition of the Property between the end of the Review Period and the Close of Escrow.

12.1.3. Closing Warranties. The representations and warranties of Seller contained in this Agreement being true, correct and complete on and as of Close of Escrow as if the same were made on such date.

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12.1.4. Delivery Into Escrow. Seller having delivered to Escrow all items required by this Agreement and having complied with all other covenants and conditions of this Agreement to be performed or complied with by Seller.

12.2. Seller's Conditions. Seller's obligation to sell the Property on Close of Escrow is expressly conditioned upon each of the following:

12.2.1. Closing Warranties. The representations and warranties of Buyer contained in this Agreement being true, correct and complete on and as of Close of Escrow as if the same were made on such date.

12.2.2. Delivery Into Escrow. Buyer having delivered to Escrow all items required by this Agreement, including without limitation the Purchase Price, and having complied with all other covenants and conditions of this Agreement to be performed or complied with by Buyer.

13. Failure of Conditions. If any of the conditions specified in this Agreement fail to occur prior to Close of Escrow, the party benefited by such condition shall have the power, exercisable by giving written notice to the Escrow Holder and to the other party, either to waive the condition or to cancel the Escrow and terminate this Agreement. In the event this Agreement is terminated due to the failure of a condition specified herein, the Deposit shall be disbursed in accordance with Section 2.1.

14. Indemnification.

14.1. Seller's Indemnification. From and after Close of Escrow, Seller shall indemnify, defend, protect, and hold harmless Buyer, Buyer's past, present, and future parents, subsidiaries, and affiliates, and their respective directors, officers, shareholders, partners, members, managers, trustees, employees, agents, attorneys, representatives, affiliates, predecessors in interest, successors and assigns (collectively, the "Buyer Indemnified Parties"), from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever (including reasonable attorneys' fees, expert fees, and costs) arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement, or for any activity or event involving Seller's activities on the Property occurring prior to Close of Escrow. This indemnity does not apply, however, to any item, matter, occurrence or condition which was disclosed in writing to or known to Buyer (including its agents, consultants and representatives) or any other of the Buyer Indemnified Parties with authorization to act on behalf of Buyer prior to the expiration of the Review Period.

14.2. Buyer's Indemnification. From and after Close of Escrow, Buyer shall indemnify, defend, protect and hold harmless Seller, Seller's past, present and future parents, subsidiaries and affiliates, and their respective directors, officers, shareholders, partners, members, managers, trustees, employees, agents, attorneys, representatives, affiliates, predecessors in interest, successors and assigns (collectively, the "Seller Indemnified Parties"), from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature

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whatsoever (including reasonable attorneys' fees and costs) ("Losses") arising out of Buyer's ownership and/or operation of the Property following Close of Escrow, or from any misrepresentation or breach of warranty or covenant by Buyer in this Agreement; provided, however, Buyer shall not indemnify any of the Seller Indemnified Parties for any Losses resulting from: (i) any of the Seller Indemnified Parties' negligence, negligence per se, or intentional misconduct; or (ii) any Environmental Clean Up Claims.

15. Notices. All notices and demands of any kind that either party may be required or desire to serve upon the other party shall be in writing and shall be served upon such other party by personal service (including overnight delivery by a recognized carrier such as UPS or FedEx), by facsimile transmission followed by mail delivery of the original of such notice, or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows:

If to Buyer:
City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550
Attn: Stephen Riley
(Acting) Planning Manager
Telephone: (925) 960-4461
Facsimile: (925) 960-4149

If to Seller:
Quint Investment Associates
1811 Santa Rita Road #100
Pleasanton, CA 94566
Telephone: (925) 462-1010

Service by mail shall be deemed complete on the date of actual delivery as shown on the addressee's return receipt. Service by facsimile transmission shall be deemed served upon receipt of the facsimile transmission by the addressee, provided it is received prior to 5:00 PM local time by the recipient on a business day (and if not so received by such time, then it shall be deemed given on the next business day) and the sender receives written confirmation of transmission; provided that the sender shall also send the original by mail delivery or overnight courier. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice to the other party.

16. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

17. Time is of the Essence. Time is of the essence in this Agreement.

18. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect. However, unless such stricken term, provision, covenant or condition goes to the essence of the consideration bargained for by a party, the remaining terms, provisions, covenants and conditions of this Agreement shall

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continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

19. Entire Agreement. This Agreement constitutes the sole and only agreement between Buyer and Seller concerning the Property and their rights and duties in connection with the Property. Any prior or other agreements or representations between Buyer and Seller regarding such matters shall be null and void, unless otherwise expressly set forth in this Agreement.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit brought here on shall be brought in the state or federal courts sitting in Alameda County, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper.

21. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto. It shall not be necessary for each party to execute the same counterpart hereof.

22. Assignment. Seller may assign this Agreement and all rights and obligations hereunder without Buyer's consent to any parent, subsidiary or affiliate of Seller. Buyer shall have no right to assign its rights under this Agreement to any other person or entity.

23. Attorneys' Fees. If any action is filed by any of the parties hereto to enforce and/or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party.

24. BUYER'S REMEDIES. **IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF SELLER (INCLUDING SELLER'S BREACH OF ANY REPRESENTATION OR WARRANTY SET FORTH IN SECTION 9 OF THIS AGREEMENT OR SELLER'S FAILURE TO DELIVER ANY OF THE DOCUMENTS DESCRIBED IN SECTIONS 3, 9, & 12 OF THIS AGREEMENT OR DUE TO THE FAILURE OF A CONDITION FOR BUYER'S BENEFIT SET FORTH IN SECTIONS 9, OR 12, AND BUYER IS READY, WILLING AND ABLE TO CLOSE, BUYER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY EITHER (A) TERMINATE THIS AGREEMENT IN ITS ENTIRETY BY DELIVERY OF NOTICE OF TERMINATION TO SELLER, WHEREUPON THE DEPOSIT SHALL BE IMMEDIATELY RETURNED TO BUYER, OR (B) CONTINUE THIS AGREEMENT PENDING BUYER'S ACTION FOR SPECIFIC PERFORMANCE HEREUNDER PROVIDED APPROPRIATE PROCEEDINGS ARE PROMPTLY COMMENCED BY BUYER (BUT IN ANY EVENT WITHIN (30) BUSINESS DAYS AFTER DISCOVERY OF SUCH DEFAULT) AND PROSECUTED WITH DILIGENCE AND CONTINUITY WHEREUPON SELLER SHALL PAY TO BUYER ALL REASONABLE FEES, COSTS AND EXPENSES INCURRED BY BUYER IN CONNECTION WITH BUYER'S ACTION FOR SPECIFIC PERFORMANCE IF SUCCESSFUL AND ANY OTHER AMOUNTS WHICH MAY BE PAYABLE PURSUANT TO THE TERMS**

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AND CONDITIONS OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER HEREBY WAIVES ANY AND ALL REMEDIES FOR SELLER'S FAILURE IN PERFORMANCE, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO OBTAIN DAMAGES FROM SELLER, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, AND BUYER ACKNOWLEDGES THAT SELLER SHALL IN NO EVENT BE LIABLE THEREFOR. DS

Seller's Initials MC Buyer's Initials _____

25. Condemnation. If prior to Close of Escrow any Non-Material Part (as defined below) of the Real Property is taken by eminent domain or a notice or threat of any eminent domain proceedings with respect to any Non-Material Part of the Real Property is received by the Seller, this Agreement shall remain in force, and Buyer shall be entitled to all awards or damages by reason of any exercise of the power of eminent domain or condemnation with respect to or for the taking of the Real Property or any part thereof. If, prior to Close of Escrow, all or any part of the Real Property, other than a Non-Material Part, is taken by eminent domain or a notice or threat of any eminent domain proceedings with respect to the Real Property or any part thereof, then Seller shall within five (5) business days thereafter give notice thereof to Buyer and Buyer shall have the option to (i) complete the purchase hereunder, or (ii) terminate this Agreement, in which event the Deposit shall be immediately refunded to Buyer, and thereafter neither party shall have any further liability hereunder. Buyer shall deliver written notice of its election to the Seller within fifteen (15) business days after the date upon which the Buyer receives written notice from Seller of such eminent domain proceedings or notice or threat thereof. If notice of condemnation is received by Buyer and Buyer fails to deliver said written notice of its election within said time period, such failure shall constitute a waiver by Buyer of its right to terminate this Agreement. If this Agreement is not so terminated, any negotiation for, or agreement to, and all contests of any offers and awards relating to eminent domain proceedings shall be conducted with the joint approval and consent of the Seller and the Buyer, and Buyer shall be entitled to all awards or damages by reason of any exercise of the power of eminent domain or condemnation with respect to or for the taking of the Real Property or any part thereof. For purposes hereof a taking of a Non-Material Part of the Real Property shall be deemed to have occurred if it results in a taking of less than ten percent (10%) of the gross acreage of the Real Property.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BUYER:

CITY OF LIVERMORE

By:_____
Name: Marianna Marysheva
Title: City Manager

APPROVED AS TO FORM:
DocuSigned by:
Katherine Mirassou
D48B6A0C4F27411...
DS
JS
Deputy/Assistant/City Attorney

SELLER:

Western Title Insurance Company (APN: 99B-5300-2-13) and

Western Title Guaranty Company Contra Costa County Division, a corporation (APN: 99B-5450-10-3)

By:
DocuSigned by:
NORMAN CORNETT
DEB14472900F48D...
Name: Norman Cornett
President

AGREED AND ACCEPTED BY:

First American Title Company

By:_____ Dated: _____
Kellie Sanders
Escrow Officer

Attachments:
Exhibit A – Real Property Map

ASSESSOR'S MAP 99B

Code Area Nos, 16-000 16-059
64-001 16-081

EXHIBIT B

137

5300

T.2S., R.2E. Sec. 26
SE¼ of SW¼ Sec 23 & N½ of N½ Sec. 35

P.M. 6972 223/65

R/S APS. NO. 193 REC. of SUR. (R.S. Bk. 5 Pg. 45) (Par. 6-3)

99A Pg. 112 52-53

Revised: 10-30-2024
11-8-96 WL 8-14-86 PB
10-17-97 JT 4-21-91 PB
7-15-98 WL 5-07-91 CSL
9-22-98 WL 5-22-91 CSL
7-1-94 NVF
3-21-95 BV
1-23-96 RG
5-31-96 CSL
6-10-96 RG
8-07-96 CSL
1-14-97 JT
2-19-98 JT
6-22-99 LGR
2-27-01 EG
10-25-06 CC

Scale: 1" = 500'

LEWIS SURVEY

4901

4901

(1-4) 9.35 Ac.±

(1-3) (69.65 Ac.±) 71.37 Ac.(C)

(1-2) 79.02 Ac.± (39.02 Ac)

2 (39.43 Ac.)

(6-4) (113.56 Ac.±) 115.88 Ac.(C)

64-001

(6-3) CITY 5.23 Ac.±

16-000

135-1-62-1 LESS M.R.

(2-10) 4.34 Ac.(P)

0.89 Ac.±

(2-11) 68.18 Ac.± (P)

(2-12) 39.92 Ac. (C)

5450/2

(2-13) 40.08 Ac. (C)

8120

(5-5) 24.54 Ac.±

(2-9) 4.79 Ac.(C)

(10) DES. REM. 31.67 Ac.±

(6-5A) CITY 6.20 Ac.± (P)

(6-5A) CITY 7.08 Ac.± (P)

8119

8118

8119

8101

8101

8101

8101

8101

8117

5210

5210

5211

5211

5211

5210

5207

5208

5209

5209

5302

5303

5405

5404

5403

5200

5351

5352

5351

5425

2486

1846

RAYMOND ROAD

MARTINGALE LN.

HORSESHOE CT.

LARIAT CT.

GELDING LN.

DALTON AVE. (CO. RD. 7959)

PASATIEMPO CT.

SKYLINKS WY.

OCEAN HILLS WY.

CYPRESS PT. DR.

BRIDGEPORT CIR.

BRIDGEPORT CIR.

OVERLAKE AVE.

IDLEWILD AVE.

DEL MONTE AVE.

CREST MONT AVE.

BROADMOOR ST.

BEAR CREEK DR.

ALTAMONT CREEK DR.

CO. RD. 2733 LAUGHLIN ROAD

VASCO ROAD

P.M. 6972

T.2S., R.2E.

A.C.M. 49

Ref: Ord No. 513 Bk. 43 Pg. 21A
Survey, Assessor's No. 5-2-21

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING FUNDS FROM THE DOUGHERTY VALLEY SETTLEMENT AGREEMENT (LEAP FUND 912) FOR THE AMOUNT OF $1,130,000 TO ACQUIRE THE QUINT PROPERTY (41 ACRES – APNs: 99B-5300-2-13, 99B-5450-10-3)

As part of the Dougherty Valley Settlement Agreement, a fund was established to settle Water Litigation. The fund was created to support habitat preservation. The Agreement contains the following clause in section 6(d)(i) for the expenditure of funds from the settlement:

> "City staff will meet and confer with [Citizens for Balanced Growth] prior to formulating its recommendations for acquisitions."

City of Livermore ("City") staff has made multiple attempts to meet-and-confer with Citizens for Balanced Growth (CBG) concerning the recommendations being prepared by City staff to the City Council regarding the expenditure of settlement funds for acquisition of the Properties by the City of Livermore for conservation and preservation purposes. Those requests were made in September and October of 2024, but CBG has not met with City staff. CBG has declined to meet with staff in December of 2023 and January, February, and March of 2024, to meet-and-confer on different property transactions. Based on limited communication and unwillingness to set a meeting date from CBG, and consistent with the Dougherty Agreement, staff has concluded that CBG does not support the expenditure of Dougherty Valley settlement funds for the Quint Property acquisition.

In August of 2024, the City Council authorized City staff to enter negotiations with the property owner to acquire in fee title for the Quint Property for open space and conservation purposes. The property owner representatives and the City have negotiated terms for the acquisition of the property. The City Council is responsible for appropriating funds from the Dougherty Valley Settlement Agreement Account (LEAP Fund 912).

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

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

1. Authorizes the allocation of $1,130,000 from the Dougherty Valley Settlement Agreement Account (LEAP Fund 912) or other funding sources for the acquisition of the Quint Property (41 acres – APNs: 99B-5300-2-13, 99B-5450-10-3).

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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. 5.9**

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Joe Testa, Fire Chief

SUBJECT: Resolution authorizing the Livermore Pleasanton Fire Department JPA (LPFD) to give notice of withdrawal to the California Joint Powers Risk Management Authority (CJPRMA).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to issue a notice of withdrawal to the California Joint Powers Risk Management Authority (CJPRMA) on behalf of and for the Livermore Pleasanton Fire Department JPA (LPFD) in her capacity as a Joint Executive Director for LPFD, and to explore alternate liability coverage.

SUMMARY

Staff have determined that there may be more desirable liability carriers for the LPFD. City staff, and the Board of Directors for the Livermore Pleasanton Fire Department's Joint Powers Authority recommend that LPFD give its notice of withdrawal to the California Joint Powers Risk Management Authority (CJPRMA) and explore alternate liability coverage.

DISCUSSION

On July 1, 2018, LPFD joined the California Joint Powers Risk Management Authority (CJPRMA) to obtain coverage for general liability, auto liability, and employment practices liability. Staff has recently determined that there are more desirable options for LPFD to obtain this coverage and recommends that LFPD provide a Notice of Withdrawal to CJPRMA on or before December 31, 2024.

Staff has hired a consultant who has begun researching replacement coverage options for LPFD, including other public-agency risk pools, excess insurance in the private market, and potentially self-insurance. Initial findings indicate that a different risk pool or self-insurance may be more cost-effective for LPFD. Staff will return to the Board of Directors in the spring of 2025 to present information on those options and to provide a recommendation for securing replacement coverage to take effect on July 1, 2025.

On November 13, 2024, the LPFD Board of Directors met and voted to recommend the action requested in this staff report.

The Pleasanton City Council approved a similar resolution on December 3, 2024. Once authorization has been provided by both Councils, LPFD will issue it notice of withdrawal.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no fiscal impact associated with this action.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Resolution

Prepared by: Joe Testa
Fire Chief

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 ISSUE A NOTICE OF WITHDRAWAL TO THE CALIFORNIA JOINT POWERS RISK MANAGEMENT AUTHORITY (CJPRMA) ON BEHALF OF THE LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY ("LPFD") AND EXPLORE ALTERNATE LIABILITY COVERAGE

The Livermore-Pleasanton Fire Department Joint Powers Authority joined the California Joint Powers Risk Management Authority to obtain coverage for general liability, auto liability, and employment practices liability.

Staff have determined that there may be more desirable options for LPFD to obtain this coverage and recommend that LPFD provide a Notice of Withdrawal to CJPRMA on or before December 31, 2024.

On November 13, 2024, the Board of Directors for the LPFD met and voted to recommend the LPFD give notice of its withdrawal from the CJPRMA and to explore alternate liability coverage; and

Staff will return to the Board of Directors in the spring of 2025 to present information on those options and to provide a recommendation for securing replacement coverage to take effect on July 1, 2025.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to issue a notice of withdrawal to the California Joint Powers Risk Management Authority on behalf of and for the LPFD in her capacity as a Joint Executive Director for LPFD, and to explore alternate liability coverage.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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

RESOLUTION NO. _____

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.10**

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing the execution of a settlement agreement with the Livermore Premium Outlets LLC regarding public safety and traffic management.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a settlement agreement with Livermore Premium Outlets LLC regarding public safety and traffic management.

SUMMARY

The City of Livermore and the Livermore Premium Outlets, LLC (LPO) both desire to ensure the continued vitality of the San Francisco Premium Outlets (Center), which is among the Livermore's largest employers and sales tax generators. The City is also responsible for effective stewardship of public resources, including ensuring fair-share contributions from uses that require extraordinary resources, which Center does in the case of public safety and traffic management. LPO has also requested reimbursement from the City for the cost of public improvements associated with the construction of the Center's additional parking facility. The City and LPO have engaged in collaborative negotiations to address the considerations of both parties with respect to public safety, traffic management, and reimbursement for public improvements associated with the Center. The results of these negotiations are the following conditions, which are reflected in the Settlement Agreement with Livermore Premium Outlets (Exhibit A):

- LPO will fully fund the cost of any supplemental public safety services rendered to the Center, under direction from the Livermore Police Department.
- LPO will fund 53% of the cost of traffic management services, commensurate with the Center's proportional square footage of commercial developments in the area requiring traffic management services.
- The City agrees to pay LPO the sum of $120,934.69 per year for a period of ten (10) years, for a total payment of $1,209,346.90.

DISCUSSION

The San Francisco Premium Outlets (Center) was established by Livermore Premium Outlets, LLC (LPO) in November 2012 and expanded in 2015. Since its expansion, the Center has become the largest regional retail destination and sales tax generator for the City of Livermore, as well as a significant source of employment for the region. Alleviating heavy traffic and ensuring public safety is a key priority for both the City and LPO, especially during the peak shopping season.

Beginning in 2015, the City and LPO leadership began engaging in discussions about the need to provide more safe and functional parking for the Center. In 2017, the LPO purchased an adjacent parcel of land located directly east of the Center to construct a parking facility, which included a contribution to public improvements on the site in the amount of $1,209,346.88. LPO sought reimbursement from the City for the cost of public improvements.

During the same time period, the City provided supplemental public safety services for the Center pursuant to a separate agreement with LPO, leading to an outstanding balance of $762,145 owed to the City by LPO. The City sought payment for these expenses, but LPO disputed the obligation to pay for services rendered over that time period. The City has also asserted that any supplemental public safety services rendered to the Center going forward must be paid for in full by LPO.

To address the considerations of both parties, the City and LPO engaged in collaborative negotiations and identified the following conditions, which are reflected in the Settlement Agreement with Livermore Premium Outlets (Exhibit A):

- LPO will fully fund the cost of any supplemental public safety services rendered to the Center, under direction from the Livermore Police Department.
- LPO will fund 53% of the cost of traffic management services, commensurate with the Center's proportional square footage of commercial developments in the area requiring traffic management services.
- The City agrees to pay LPO the sum of $120,934.69 per year for a period of ten (10) years, for a total payment of $1,209,346.90.

This settlement addresses the needs of both parties, as well as the community, to ensure the Center remains safe and functional. Staff recommends the Council adopt a resolution to authorize the execution of a settlement agreement with Livermore Premium Outlets LLC.

FISCAL AND ADMINISTRATIVE IMPACTS

In the first ten years of the agreement, the City will receive a total of approximately $3.3 million that will help fund a Police Officer and traffic management services for the Center. Beginning in year 11, the City will no longer make a payment to LPO and, as a result, will receive approximately $500,000 for those services that will escalate annually based on actual costs.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

1: Effective Communication and Engagement with Business

ATTACHMENTS

1. Resolution
2. Exhibit A - Settlement Agreement with Livermore Premium Outlets LLC

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 EXECUTION OF THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF LIVERMORE AND LIVERMORE PREMIUM OUTLETS, LLC

Beginning in 2015, the City and Livermore Premium Outlets, LLC ("LPO") engaged in discussions about the need to provide more safe and functional parking for what is now known as the San Francisco Premium Outlets ("Center"), located at 2774 Livermore Outlets Drive, Livermore, CA 94551.

In 2017, LPO purchased an adjacent parcel of land located directly east of the Center to construct a parking facility, which included a contribution to public improvements on the site in the amount $1,209,346.88. LPO seeks reimbursement from the City for the cost of the public improvements.

City provided supplemental public safety coverage for the Center pursuant to a separate agreement with LPO, and City asserts LPO has an outstanding balance of $762,145 (as of December 31, 2023) related to supplemental public safety services provided under the separate agreement. City seeks reimbursement from LPO for the outstanding balance.

The City and LPO recognize the need for effective traffic management at and about the Center, especially during heavy traffic shopping events, and that LPO should pay a share of traffic management costs. The Center represents approximately 53% of the total square footage of commercial developments in the area that require traffic management services provided by the City.

LPO desires to have supplemental public safety services in the form of additional police presence and agrees to fund the full cost of additional services.

The City and LPO desire to resolve their respective claims, and to memorialize their agreement for supplemental public safety services and traffic management costs at the Center.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager, or her designee, to execute on behalf of the City the Settlement Agreement with LPO, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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 – Settlement Agreement with Livermore Premium Outlets, LLC

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SETTLEMENT AGREEMENT

This Settlement Agreement ("**Settlement Agreement**"), effective as of the Effective Date (defined in Paragraph 1 below), is entered into between Livermore Premium Outlets, LLC ("**LPO**") and the City of Livermore, a California municipal corporation (the "**City**"). LPO and the City are referred to collectively as the "**Parties**" and individually as "**Party**."

RECITALS

A. Beginning in 2015, the Parties engaged in discussions about the need to provide more safe and functional parking for what is now known as the San Francisco Premium Outlets ("**Center**"), located at 2774 Livermore Outlets Drive, Livermore, CA 94551.

B. In 2017, LPO purchased an adjacent parcel of land located directly east of the Center to construct a parking facility, which included a contribution to public improvements on the site in the amount $1,209,346.88. LPO seeks reimbursement from the City for the cost of the public improvements (the "**LPO Claim**").

C. City provided supplemental public safety coverage for the Center pursuant to a separate agreement with LPO, and City asserts LPO has an outstanding balance of $762,145 (as of December 31, 2023) related to supplemental public safety services provided under the separate agreement. City seeks reimbursement from LPO for the outstanding balance (the "**City Claim**").

D. The Parties recognize the need for effective traffic management at and about the Center, especially during heavy traffic shopping events, and that LPO should pay a share of traffic management costs ("Traffic Management Services"). The Center represents approximately 53% of the total square footage of commercial developments in the area that require traffic management services provided by the City.

E. LPO desires to have supplemental public safety services in the form of additional police presence and agrees to fund the full cost of additional services.

F. The Parties desire to resolve the LPO Claim and the City Claim, and to memorialize their agreement for supplemental public safety services and traffic management costs at the Center.

AGREEMENT

The Parties agree that the above Recitals are true and correct. In consideration of the promises in this Settlement Agreement, and for good and valuable consideration, the Parties further agree as follows:

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1. Effective Date. The effective date ("**Effective Date**") of this Settlement Agreement is the date of the last signature to this Settlement Agreement.

2. City Obligations.

The City agrees to pay LPO the sum of $120,934.69 per year for a period of ten (10) years, for a total payment of $1,209,346.90 (the "**Settlement Consideration**").

(a) The Settlement Consideration shall be paid in annual installments via check, ACH or wire transfer made payable to Livermore Premium Outlets, LLC and delivered no later than December 15th of each year, with the first payment due on or before December 15, 2025.

3. LPO Obligations.

In exchange for the Settlement Consideration paid by the City, the Parties agree to execute the "**Public Safety Agreement**", which is hereby incorporated by reference, prior to July 1, 2025, to generally include the following terms described more specifically in the Public Safety Agreement:

(a) Commencing July 1, 2025:

i. LPO agrees to fund the full cost of one additional police officer assigned to the Center, subject to staffing availability and with hours directed by the Livermore Police Department to perform the services set forth in the Public Safety Agreement. The cost of the police officer shall be determined by the cost of a police officer salary at the top step of the pay range as set by City Council, as may change from time to time. At the time of the signing of this agreement, that cost is $225,799 per year. If escalation for the cost of the police officer exceeds 5% on an annual basis for any year this Agreement is in effect, LPO may either 1) agree to the new rate or 2) elect to meet with City to identify a reasonable alternative to paying the increased cost. Any alternative to paying the increased cost must be agreed to by both parties and documented in writing. If LPO and City are unable to reach an agreement for a reasonable alternative to paying the increased cost within thirty (30) days after commencing discussions, LPO may either 1) agree to the aforementioned escalation, or 2) terminate the obligation to pay for the additional police officer under this Agreement by providing the City written notice of termination at least thirty (30) calendar days before the effective date of such termination.

ii. LPO agrees to fund 53% of the cost of Traffic Management Services contracted by the City on an ongoing basis. If escalation for the cost of the Traffic Management Services exceeds 5% on an annual basis for any year this Agreement is in effect, LPO may either 1) agree to the new rate or 2) provide the City with a written alternative plan concerning traffic

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management at the Center in lieu of the City's Traffic Management Services ("Alternative Traffic Management Plan"). Upon City's approval of the Alternative Traffic Management Plan, such approval not to be unreasonably withheld, LPO may terminate the obligation to pay for Traffic Management Services under this Agreement. The Alternative Traffic Management Plan must be in a form substantially similar to the "Transportation Demand Management Program" for the Center dated August 30, 2012 referenced in Section E(2) of the Conditions of Approval – Site Plan Design Review 12-018 As Modified By Site Plan Design Review Modification 13-026, and further referenced in the Amended and Restated Development Agreement, document #2012334499 recorded in Alameda County on October 10, 2012 by and between City and LPO (successor in interest to Paragon Outlets Livermore Valley II LLC, a Delaware limited liability company). The City's failure to respond to LPO's proposed Alternative Traffic Management Plan within thirty (30) days of its receipt of the Alternative Traffic Management Plan, then the Alternative Traffic Management Plan shall be deemed approved.

iii. The services referenced in (a)(i) and (a)(ii) above shall be collectively referred to in this Agreement as the "**Public Safety Services**."

(b) LPO agrees to pay the full costs identified in subsections (i) and (ii) above (collectively, "**Public Safety Costs**") for a term of ten (10) years. LPO shall pay the Public Safety Costs via a check made payable to the City of Livermore and delivered no later than November 1st of each year, with the first payment due on or before November 1, 2025.

(c) If LPO fails to pay the Public Safety Costs for any year during which the Public Safety Services were provided or during which the City paid the Settlement Consideration, then following written notice and a thirty (30) day cure period, the City shall have the right to immediately withhold payment of any amount of Settlement Consideration then due and that becomes due until LPO resumes payment of the Public Safety Costs due and makes the City whole as to any missed payments for Public Safety Costs.

(d) Notwithstanding the foregoing, if LPO disputes the receipt of Public Safety Services for any period of time, LPO must notify the City in writing within 30 days of the date LPO believes services to have stopped, detailing the reason for disputing receipt of the services. Failure to notify the City regarding a dispute as to receipt of the services shall be deemed an acceptance of the services and shall require payment by LPO to the City.

4. Releases. LPO, on its behalf and on behalf of any and all of its respective agents, attorneys, servants, insurers, heirs, spouses, domestic partners, children, parents, executors, administrators, assigns, estate, predecessors, predecessors-in-

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interest, successors, successors-in-interest, subsidiaries, affiliates, trustees, beneficiaries, assignors, vendees, lessees, representatives, attorneys, principals, employees, officers, directors, members, managers, shareholders, stockholders, partners, owners, alter egos, persons, and entities now or in the future holding interest in the LPO Claim (collectively "**LPO-Affiliated Parties**") forever releases, waives, and discharges the City and its elected officials, officers, directors, employees, agents, attorneys, designated volunteers, contractors, successors, assigns, agents, trustees, beneficiaries, and insurers (collectively "**City-Related Parties**") from all claims, demands, obligations, liabilities, actions, causes of action, damages, losses, costs, and expenses of any nature whatsoever, whether known, unknown, suspected, or claimed, arising from, out of, or relating to the LPO Claim. LPO agrees that the waiver and release set forth in this paragraph is knowing, voluntary, and constitutes a full and final release as to the LPO Claim.

City, on its behalf and on behalf of any and all of its elected officials, officers, directors, employees, agents, attorneys, designated volunteers, contractors, successors, assigns, agents, trustees, beneficiaries, and insurers (collectively "**City-Affiliated Parties**") forever release, waive, and discharge LPO and its respective agents, attorneys, servants, insurers, heirs, spouses, domestic partners, children, parents, executors, administrators, assigns, estate, predecessors, predecessors-in-interest, successors, successors-in-interest, subsidiaries, affiliates, trustees, beneficiaries, assignors, vendees, lessees, representatives, attorneys, principals, employees, officers, directors, members, managers, shareholders, stockholders, partners, owners, alter egos, persons, and entities now or in the future holding interest in the Center (collectively "**LPO-Related Parties**") from all claims, demands, obligations, liabilities, actions, causes of action, damages, losses, costs, and expenses of any nature whatsoever, whether known, unknown, suspected, or claimed, arising from, out of, or relating to the City Claim. City agrees that the waiver and release set forth in this paragraph is knowing, voluntary, and constitutes a full and final release as to the City Claim.

5. Limitation on Released Claims. The releases granted in this Settlement Agreement do not extend to or limit a Party's right to enforce this Settlement Agreement or the Public Safety Agreement according to their terms.

6. No Other Claims. LPO and City represent and warrant that they have not filed any complaints, claims, or actions against the other Party and that, if any agency or court assumes jurisdiction of any complaint, claim, or action against the City or LPO on behalf of the other Party arising out of the same facts and circumstances described in this Settlement Agreement or related to the City Claim or the LPO Claim (as applicable), the other Party will direct that agency or court to withdraw from or dismiss the matter with prejudice.

7. Discovery of Additional Facts and Law. The Parties acknowledge that they might discover facts or law different from or in addition to those which they now know about the claims, demands, obligations, liabilities, actions, causes of action, damages,

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loses, costs, and expenses released in this Settlement Agreement. The releases in this Settlement Agreement shall remain in effect as complete and general releases, notwithstanding such additional facts or law.

8. No Admissions. The Parties understand and agree that this settlement is entered into as a compromise of disputed claims and contentions, and that neither this Settlement Agreement nor any other act taken in connection with or in furtherance of this Settlement Agreement shall be deemed an admission of any kind on the part of any of the Parties to this Agreement, all of whom expressly deny liability. The Parties further understand that by entering into this Settlement Agreement, the other Party denies that it engaged in, or is engaging in, any unlawful conduct or practice. The Parties understand, rather, that the other Party is entering this Settlement Agreement with the intent of avoiding further expense or litigation.

9. Warranty of Capacity to Execute Agreement. The signatories to this Settlement Agreement represent and warrant that each has full and unconditional power and authority to enter into this Settlement Agreement and legally bind their respective parties to all terms and conditions of this Settlement Agreement. The Parties to this Settlement Agreement also represent and warrant that each has full and unconditional authority to enter into this Settlement Agreement.

10. No Assignment. The Parties represent and warrant that they have the exclusive right to the Settlement Consideration as well as the claims, disputes, and matters encompassed in and related to this Settlement Agreement. The Parties further represent and warrant that they have not assigned or transferred, or purported to assign or transfer, any claim, dispute, or other matter released by this Settlement Agreement.

11. Indemnification. In the event that either Party assigned or transferred, or purported to assign or transfer, the Settlement Consideration or any claim, dispute, or other matter released by this Settlement Agreement in violation of this agreement, the assigning Party shall defend, indemnify and hold the other Party (and the City-Related Parties or LPO-Related Parties, as applicable) harmless from and against any loss, cost, claim, or expense, including, but not limited to, all costs related to the defense of any action and any reasonable attorneys' fees based upon, arising out of, or incurred as a result of any such claim, assignment, or transfer.

12. Successors. This Settlement Agreement shall bind and inure to the benefit of the respective successors and assigns for each Party.

13. Attorneys' Fees and Costs. The Parties agree that each of them will bear their own costs, expenses, and attorneys' fees incurred in connection with this Settlement Agreement. But if legal action is required to enforce or interpret any provision of this Settlement Agreement, the prevailing party is entitled to recover their actual and documented attorneys' fees or costs actually incurred and paid in any such action, including expert fees.

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14. Parties Represented. The Parties to this Settlement Agreement have been advised and represented by counsel regarding this agreement and the legal consequences of this agreement or had the opportunity to be advised and represented by counsel but knowingly and intentionally chose not to do so. The Parties to this Settlement Agreement represent and warrant that: (1) the agreement has been completely read and explained to the Parties by that Party's attorneys, or, if a Party chose not to be represented by counsel, that they have carefully read and understood the contents of this agreement; and, (2) that they have freely, knowingly, and voluntarily entered into this agreement and, if represented by counsel, did so on the advice of counsel.

15. Voluntary Arm's Length Negotiations. This Settlement Agreement is the result of arm's-length negotiations between the Parties. There is no confidential or fiduciary relationship between the Parties. The Parties acknowledge and agree that neither has offered legal advice to the other and that neither has relied on the other for legal advice. The Parties further acknowledge and agree that neither has relied on representations or statements made by the other or their agents, attorneys, or representatives regarding the subject matter, basis, or effect of this agreement, other than as specifically stated in this Agreement.

16. Entire Agreement. This Settlement Agreement constitutes the complete and entire understanding between the Parties as to the matters set forth in this agreement. Other than as set forth in this agreement and the Public Safety Agreement expressly incorporated by reference, there are no representations, warranties, promises, agreements, or arrangements of any kind, whether express or implied.

17. Taxes. LPO understands and agrees that the City did not provide LPO with any tax advice or make any representations about the tax consequences of this Settlement Agreement. LPO further represents and warrants that they have not relied on any representations about the tax consequences of this Settlement Agreement, except those representations made by LPO's agents and representatives, which expressly exclude the City and the City-Related Parties. If any taxing authority determines that the Settlement Consideration is taxable, LPO shall be solely responsible for all taxes. Should any administrative, judicial, or other action be instituted to collect taxes from the City for any amounts paid to LPO in connection with this Settlement Agreement, LPO agrees to defend, indemnify, and hold the City harmless from liability to any tax authority.

18. Construction of Agreement. The Parties acknowledge that all Parties to this Settlement Agreement have participated in its drafting, and agree that uncertainties or ambiguities, if any, shall not be construed or interpreted against any Party.

19. Enforceability. The Parties further agree that in the event this Settlement Agreement is breached, this agreement may be introduced into a proceeding for the enforcement of the same and therefore specifically waive the protections of Evidence Code sections 1123 and 1152.

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20. No Waiver. The failure or delay by one Party to require performance of any provision of this agreement shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

21. Severability. If any provision of this agreement is held invalid, unenforceable, or contrary to public policy, law, statute, or ordinance, then the remainder of the agreement shall be unaffected, valid, and fully enforceable.

22. Survival. The terms, conditions, and obligations of Paragraphs 6, 11, 17, and 19 shall survive the completion of this Settlement Agreement.

23. Modifications. The Parties may modify or amend this Settlement Agreement only by a writing signed by all Parties.

24. Governing Law. This agreement shall be interpreted under the laws of the State of California and any action brought to enforce or interpret this agreement shall be venued in the Superior Court of the State of California for the County of Alameda.

25. Section Headings. All section headings in this agreement were inserted for ease of reference only. The section headings shall not affect the interpretation of this agreement.

26. Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one agreement. The Parties shall be bound by their signatures transmitted electronically or by facsimile as if such signatures were original "ink" signatures.

27. Good Faith. The Parties agree that the settlement embodied in this Agreement is made in good faith pursuant to California Code of Civil Procedure section 877.6 *et seq*. The Parties further agree to act in good faith and to cooperate fully with each other in carrying out the intent of this agreement and agree to execute all additional documents that are reasonably necessary to carry out the intent and provisions of this agreement.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, LPO and City have hereunto executed this Agreement as of the dates indicated below.

LPO:

LIVERMORE PREMIUM OUTLETS, LLC,
a Delaware limited liability company
By: LIVERMORE VALLEY MEZZANINE LLC,
a Texas limited liability company,
its sole member
By: LIVERMORE MEZ MEMBER, LLC,
a Delaware limited liability company,
its sole member

By: DocuSigned by: John Rulli 4907543D34654D3...

Name: John Rulli

Title: Vice President

Date: 11/20/2024 | 1:53 PM PST

CITY OF LIVERMORE:

By: _____

Name: Marianna Marysheva

Title: City Manager

Date: _____

APPROVED AS TO FORM:

DocuSigned by: Katherine Mirassou D48B6A0C4F27411... DS ADH

Deputy/Assistant/City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.11**

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution accepting annual special tax and bond accountability reports for Fiscal Year 2023-24 Community Facilities District No. 99-1 (Tri-Valley Technology Park), 2009-1 (El Charro), 2012-1 (El Charro Maintenance), 2015-1 (Brisa Maintenance), 2016-1 (Sage Maintenance), 2016-2 (Shea Properties), 2018-1 (Auburn Grove), and 2021-1 (Maintenance and Public Services).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting annual special tax and bond accountability reports for Fiscal Year 2023-24 Community Facilities District No. 99-1 (Tri-Valley Technology Park), 2009-1 (El Charro), 2012-1 (El Charro Maintenance), 2015-1 (Brisa Maintenance), 2016-1 (Sage Maintenance), 2016-2 (Shea Properties), 2018-1 (Auburn Grove), and 2021-1 (Maintenance and Public Services).

SUMMARY

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

DISCUSSION

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

- that any local special tax measure subject to voter approval contain a statement indicating the specific single purpose of the special tax;
- that the proceeds of the special tax be applied to that purpose;

- the creation of an account into which the proceeds shall be deposited and an annual report containing the following information:
    i. The amount of special taxes that have been collected and expended;
    ii. The status of any project required or authorized to be funded by the special taxes.

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

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

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

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

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

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

- In 2016, the City issued bonds with respect to Improvement Area No. 2, to finance (i) a lease payment obligation of Improvement Area No. 2, and (ii) the acquisition and construction of the public infrastructure for the remaining phases of the El Charro Infrastructure. The Special Tax Bonds, designated as the "City of Livermore Community Facilities District No. 2009-1 (El Charro) 2016 Special Tax Bonds (Crosswinds Church) Improvement Area No. 2", were issued on September 1, 2016, totaling $4,611,053 to pay for these obligations and improvements.

- On July 14, 2017, the City issued a special tax note in the amount of $3,093,460.34 with respect to

Improvement Area No. 3. This note evidences the obligations of the District under a Loan Agreement dated as of July 1, 2017 by and between the District and Livermore Investments, LLC, as lender, for the purpose of prepaying a lease payment obligation of Improvement Area No. 3 and financing acquisition and construction of public facilities.

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

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

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

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

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

On July 12, 2021, under the provision of the Mello-Roos Act, the City formed the City of Livermore CFD 2021-1 (Maintenance and Public Services). This district was created City-wide and allows for future annexations into the CFD. It was formed to finance certain municipal services by levying annual special taxes in the area of the CFD. The annual special taxes will be levied in perpetuity, as long as service continues to be provided.

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

FISCAL AND ADMINISTRATIVE IMPACTS

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

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

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

Prepared by: David Doyle
Accounting Supervisor

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 ACCEPTING ANNUAL SPECIAL TAX AND BOND ACCOUNTABILITY REPORTS FOR FISCAL YEAR 2023-24 COMMUNITY FACILITIES DISTRICTS NO. 99-1 (TRI-VALLEY TECHNOLOGY PARK), 2009-1 (EL CHARRO), 2012-1 (EL CHARRO MAINTENANCE), 2015-1 (BRISA MAINTENANCE), 2016-1 (SAGE MAINTENANCE), 2016-2 (SHEA PROPERTIES), 2018-1 (AUBURN GROVE), and 2021-1 (MAINTENANCE AND PUBLIC SERVICES)

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

Staff has completed the Fiscal Year 2023-24 annual special tax and bond accountability reports for the following community facility districts to comply with the requirements of California Government Code sections 50075.3 and 53411:

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

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

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

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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 – Report for CFD No. 99-1 (Tri-Valley Technology Park)
Exhibit B – Report for CFD No. 2009-1 (El Charro)
Exhibit C – Report for CFD No. 2012-1 (El Charro Maintenance)
Exhibit D – Report for CFD No. 2015-1 (Brisa Maintenance)
Exhibit E – Report for CFD No. 2016-1 (Sage Maintenance)
Exhibit F – Report for CFD No. 2016-2 (Shea Properties)
Exhibit G – Report for CFD No. 2018-1 (Auburn Grove)
Exhibit H – Report for CFD No. 2021-1 (Maintenance and Public Services)

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

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

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

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

(a) The amount of funds collected and expended.

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

The requirements of the Act apply to the Funds of:

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

Purpose of Special Tax

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

Reporting Requirements

Fund	06/30/2023 Balance	FY 2023/24 Amount Collected	06/30/2024 Balance	Expended Amount	Project Status
Special Tax Fund	$2,310,104.54	$1,274,446.52	$2,199,078.69	$1,385,472.37	Complete

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

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

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

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

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

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

Purpose of Special Tax

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

Reporting Requirements

Fund	06/30/2023 Balance	FY 2023/24 Amount Collected	06/30/2024 Balance	Expended Amount	Project Status
Special Tax	$267,245.04	$2,053,606.72	$277,438.43	$2,043,413.33	Complete

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

Purpose:

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

Fiscal Year 2023-24 Revenues and Expenses:

Description	Fiscal Year 2023-24 Total
Revenues[1]	
Special Taxes	$418,793.75
Other	$0.00
Total Revenues	$418,793.75
Expenses	
Water	$18,932.95
PG&E	$360.41
AT&T	$116.76
Landscape Materials	$0.00
Irrigation Materials	$206.67
Backflow	$235.00
Contract Services	$136,952.65
Land Lease	$0.00
Maintenance Materials	$0.00
Employee Cost	$10,054.70
Equipment Purchase Reserve[2]	$36,319.09
Admin Fee	$17,727.08
Indirect Expenditures	$10,411.63
Total Expenses	$231,316.94
Fund Balance Information[3]	
Beginning Balance	$2,102,030.40
Ending Balance	$2,289,507.21

[1]Special Taxes are equal to the amount collected in Fiscal Year 2023-24 and any additional revenues are identified as Other, unless otherwise identified.

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

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

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

Purpose:

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

Fiscal Year 2023-24 Revenues and Expenses:

Description	Fiscal Year 2023-24 Total
Revenues[1]	
Special Taxes	$165,991.02
Other	$0.00
Total Revenues	$165,991.02
Expenses	
Water	$27,608.32
PG&E	$2,123.21
Contract Services	$55,698.22
Landscape Materials	$0.00
Irrigation Materials	$0.00
Backflow	$150.00
Repairs and Maintenance	$0.00
Maintenance Materials	$63.92
Employee Cost	$5,068.68
Equipment Purchase Reserve[2]	$1,160.00
Other Replacement Reserve	$0.00
Swale Replacement	$0.00
Admin Fee	$9,749.67
Indirect Expenditures	$6,784.38
Total Expenses	$108,406.40
Fund Balance Information[3]	
Beginning Balance	$890,842.09
Ending Balance	$948,426.71

[1]Special Taxes are equal to the amount collected in Fiscal Year 2023-24 and any additional revenues are identified as Other, unless otherwise identified.

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

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

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

Purpose:

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

Fiscal Year 2023-24 Revenues and Expenses:

Description	Fiscal Year 2023-24 Total
Revenues[1]	
Special Taxes	$130,034.35
Other	$0.00
Total Revenues	$130,034.35
Expenses	
Water	$0.00
PG&E	$974.50
Contract Services	$37,433.74
Landscape Materials	$578.81
Irrigation Materials	$0.00
Backflow	$365.00
Repairs and Maintenance	$0.00
Maintenance Materials	$61.58
Employee Cost	$5,912.20
Equipment Purchase Reserve[2]	$750.00
Other Replacement Reserve	$0.00
Swale Replacement	$0.00
Admin Fee	$5,049.86
Indirect Expenditures	$5,172.81
Total Expenses	$56,298.50
Fund Balance Information[3]	
Beginning Balance	$780,897.34
Ending Balance	$854,633.19

[1]Special Taxes are equal to the amount collected in Fiscal Year 2023-24 and any additional revenues are identified as Other, unless otherwise identified.

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

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

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

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

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

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

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

The requirements of the Act apply to the Funds of:

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

Purpose of Special Tax

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

Reporting Requirements

Fund	06/30/2023 Balance	FY 2023/24 Amount Collected	06/30/2024 Balance	Expended Amount	Project Status
Special Tax Fund	$650,714.09	$778,599.33	$703,080.01	$726,233.41	Complete

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

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

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

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

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

The requirements of the Act apply to the Funds of:

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

Purpose of Special Tax

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

Collections & Expenditures

Fund	06/30/2023 Balance	FY 2023/24 Amount Collected	06/30/2024 Balance	Expended Amount	Service Status
Special Tax Fund	$86,779.37	$21,385.34	$98,502.52	$9,662.19	Ongoing

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

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

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

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

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

The requirements of the Act apply to the Funds of:

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

Purpose of Special Tax

Community Facilities District No. 2021-1 (the "District") was formed to fund the maintenance of a multi-use trail, bioretention planter, roadside swales and landscaping along the south side of West Jack London Boulevard. In addition, the maintenance and lighting of parks, parkways, streets, roads and open space, and flood and storm protection services.

Collections & Expenditures

Fund	06/30/2023 Balance	FY 2023/24 Amount Collected	06/30/2024 Balance	Expended Amount	Service Status
Special Tax Fund	$40,091.34	$20,346.14	$57,799.84	$2,637.64	Ongoing

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.12**

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution amending the City of Livermore Salary Plan to reflect adjustments to the Unclassified and Hourly salary schedule to implement increased minimum wage adjustments in accordance with California Code of Regulations, Title 2, Section 570.5 and establish a new classification of Water Resources Technical Programs Manager - PE (Class Code 2231) and assign it to the Livermore Management Group salary schedule.

RECOMMENDED ACTION

Staff recommends approving a resolution amending the City of Livermore Salary Plan to reflect adjustments to the Unclassified and Hourly salary schedule to implement increased minimum wage adjustments in accordance with California Code of Regulations, Title 2, Section 570.5 and establish a new classification of Water Resources Technical Programs Manager - PE (Class Code 2231) and assign it to the Livermore Management Group salary schedule.

SUMMARY

Staff recommends approving the following changes to the salary plan:

1. Amend the Unclassified and Hourly salary schedule to increase the salary range of the Department Assistant and Field/Maintenance Aide to $16.50 - $30.00 per hour based on an increase to the state minimum wage and adjustment to the top of the salary range.
2. Amend the Unclassified and Hourly salary schedule to increase the bottom of the salary range for Law Clerk, Library Aide and Police Cadet to $16.50 per hour based on an increase to the state minimum wage.
3. Establish a new classification, Water Resources Technical Programs Manager - PE (Class Code 2231) and assign it to the Livermore Management Group salary schedule.

DISCUSSION

The minimum wage law requires an annual review of the wage rate using the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. CPI-W). The Department of Finance calculated the

average U.S. CPI-W for the 12-month period from July 1, 2023, to June 30, 2024, increased by 3.18% compared to the 12-month period from July 1, 2022, to June 30, 2023. The calculated adjustment was less than the 3.5% rate of change cap and rounded to the nearest 10 cents per the minimum wage law. On August 1, 2024, the Department of Finance certified the minimum wage will increase to $16.50 per hour for all employees effective January 1, 2025. The minimum salary for the classifications of Department Assistant, Field/Maintenance Aide, Law Clerk, Library Aide, and Police Cadet will be increased to $16.50 per hour effective December 30, 2024. In addition, minor changes were made to the top of the salary ranges of Department Assistant and Field/Maintenance Aide to stay competitive and retain and attract temporary employees as well as appropriately compensate employees for the work being done.

The Water Resources Technical Programs Manager (Class Code 2230) is a current classification represented by the Livermore Management Group where a certificate of registration as a Professional Civil Engineer is a desirable certification but not required, however, it is beneficial to the City if an employee has one. The Water Resources Technical Programs Manager - PE (Class Code 2231) was created to recognize those employees who hold a certificate of registration as a Professional Civil Engineer and perform engineering work. We are recommending this new classification be assigned to the Livermore Management Group with a monthly salary range of $11,616.05 - $14,518.81.

FISCAL AND ADMINISTRTAIVE IMPACTS

The fiscal impact of these wage increases and addition of the Water Resources Technical Programs Manager - PE will be approximately $25,000 and there are sufficient funds in the budget to cover the cost.

COMMUNITY PILLAR

5: A City that Works

GOAL

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

ATTACHMENTS

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

Prepared by: Kristen Hilton
Human Resource 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 AMENDING THE CITY OF LIVERMORE SALARY PLAN DATED DECEMBER 2024, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

The proposed City of Livermore Salary Plan, attached hereto as Exhibit A, is intended to make the following amendments:

- Incorporate minimum wage increase and expand salary range for Department Assistant (Class Code 8200) and Field/Maintenance Aide (Class Code 8205) to $16.50 - $30 per hour.
- Incorporate minimum wage increase to $16.50 per hour for the following classifications: Law Clerk (Class Code 8210), Library Aide (Class Code 8215), and Police Cadet (Class Code 8220).
- Add new classification Water Resources Technical Programs Manager - PE (Class Code 2231) with a salary range of $11,616.05 - $14,518.81 to the Livermore Management salary schedule.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, in accordance with California Code of Regulations, Title 2, Section 570.5, it hereby approves the amended Salary Plan dated December 2024, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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

Exhibit A – Salary Plan dated December 2024

LIVERMORE
CALIFORNIA

Salary Plan

December 2024

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4001	ACCOUNT CLERK	68,953.04	72,252.74	75,707.19	79,334.37	83,142.92
		5,746.09	6,021.06	6,308.93	6,611.20	6,928.58
		1,326.02	1,389.48	1,455.91	1,525.66	1,598.90
		33.15050	34.73689	36.39769	38.14152	39.97256
4000	ACCOUNT CLERK, JUNIOR	62,584.39	65,555.44	68,675.03	71,950.60	75,389.94
		5,215.37	5,462.95	5,722.92	5,995.88	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08865	31.51704	33.01684	34.59163	36.24516
4002	ACCOUNT CLERK, SENIOR	74,928.22	78,516.44	82,284.08	86,240.11	90,393.94
		6,244.02	6,543.04	6,857.01	7,186.68	7,532.83
		1,440.93	1,509.93	1,582.39	1,658.46	1,738.35
		36.02318	37.74829	39.55965	41.46159	43.45863
4020	ACCOUNTANT, JUNIOR	89,325.06	93,672.37	98,237.06	103,029.98	108,062.56
		7,443.76	7,806.03	8,186.42	8,585.83	9,005.21
		1,717.79	1,801.39	1,889.17	1,981.35	2,078.13
		42.94474	45.03479	47.22936	49.53364	51.95315
4010	ACCOUNTING TECHNICIAN	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.22681	40.06211	41.98916	44.01257	46.13716
4030	ADMINISTRATIVE ASSISTANT	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.02677	41.95207	43.97362	46.09626	48.32502
4052	ADMINISTRATIVE CLERK I	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08867	31.51706	33.01687	34.59165	36.24519
4051	ADMINISTRATIVE CLERK II	67,020.56	70,213.40	73,565.88	77,086.02	80,782.13
		5,585.05	5,851.12	6,130.49	6,423.84	6,731.84
		1,288.86	1,350.26	1,414.73	1,482.42	1,553.50
		32.22142	33.75644	35.36821	37.06059	38.83756
4040	ADMINISTRATIVE TECHNICIAN	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.02677	41.95207	43.97362	46.09626	48.32502
5000	AIRPORT SERVICE ATTENDANT	72,950.62	76,439.99	80,103.81	83,950.82	87,990.18
		6,079.22	6,370.00	6,675.32	6,995.90	7,332.52
		1,402.90	1,470.00	1,540.46	1,614.44	1,692.12
		35.07241	36.75000	38.51145	40.36097	42.30297
5001	AIRPORT SERVICE ATTENDANT SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4060	ANIMAL CONTROL OFFICER	82,607.70	86,579.91	90,750.72	95,130.07	99,728.39
		6,883.98	7,214.99	7,562.56	7,927.51	8,310.70
		1,588.61	1,665.00	1,745.21	1,829.42	1,917.85
		39.71524	41.62496	43.63015	45.73561	47.94634
5010	ASSET MANAGEMENT SPECIALIST	110,974.89	116,365.47	122,025.56	127,968.67	134,208.91
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94494	58.66613	61.52340	64.52351
4130	BUILDING INSPECTOR I	97,695.17	102,421.76	107,384.66	112,595.72	118,067.32
		8,141.26	8,535.15	8,948.72	9,382.98	9,838.94
		1,878.75	1,969.65	2,065.09	2,165.30	2,270.53
		46.96883	49.24123	51.62724	54.13256	56.76313
4131	BUILDING INSPECTOR II	104,915.81	110,003.43	115,345.42	120,954.51	126,844.05
		8,742.98	9,166.95	9,612.12	10,079.54	10,570.34
		2,017.61	2,115.45	2,218.18	2,326.05	2,439.31
		50.44029	52.88626	55.45453	58.15121	60.98272
4132	BUILDING INSPECTOR III	107,961.41	113,201.30	118,703.18	124,480.15	130,545.98
		8,996.78	9,433.44	9,891.93	10,373.35	10,878.83
		2,076.18	2,176.95	2,282.75	2,393.85	2,510.50
		51.90452	54.42370	57.06884	59.84623	62.76249
4133	BUILDING INSPECTOR, SENIOR	113,201.30	118,703.18	124,480.15	130,545.98	136,915.11
		9,433.44	9,891.93	10,373.35	10,878.83	11,409.59
		2,176.95	2,282.75	2,393.85	2,510.50	2,632.98
		54.42370	57.06884	59.84623	62.76249	65.82457
4093	CIVIL ENGINEER, ASSISTANT	116,342.66	122,001.62	127,943.50	134,182.51	140,733.47
		9,695.22	10,166.80	10,661.96	11,181.88	11,727.79
		2,237.36	2,346.19	2,460.45	2,580.43	2,706.41
		55.93397	58.65463	61.51130	64.51082	67.66032
4100	CIVIL ENGINEER, ASSOCIATE	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
		10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.53768	63.48852	66.58690	69.84020	73.25617
4091	CIVIL ENGINEER, JUNIOR	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547
4140	COMMUNITY SERVICE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.11443	36.79411	38.55777	40.40961	42.35405
4141	COMMUNITY SERVICE SPECIALIST II	76,209.50	79,980.13	83,939.31	88,096.43	92,461.41
		6,350.79	6,665.01	6,994.94	7,341.37	7,705.12
		1,465.57	1,538.08	1,614.22	1,694.16	1,778.10
		36.63918	38.45199	40.35544	42.35405	44.45260

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4150	CRIME & INTELLIGENCE ANALYST	94,785.75	99,366.87	104,177.02	109,227.71	114,530.91
		7,898.81	8,280.57	8,681.42	9,102.31	9,544.24
		1,822.80	1,910.90	2,003.40	2,100.53	2,202.52
		45.57007	47.77253	50.08511	52.51332	55.06294
4160	CRIME PREVENTION SPECIALIST	78,744.53	82,523.58	86,491.57	90,657.97	95,032.69
		6,562.04	6,876.97	7,207.63	7,554.83	7,919.39
		1,514.32	1,586.99	1,663.30	1,743.42	1,827.55
		37.85795	39.67480	41.58249	43.58556	45.68879
4170	CRISIS INTERVENTION SPECIALIST	100,608.08	105,558.99	110,757.46	116,215.85	121,947.16
		8,384.01	8,796.58	9,229.79	9,684.65	10,162.26
		1,934.77	2,029.98	2,129.95	2,234.92	2,345.14
		48.36927	50.74951	53.24878	55.87300	58.62844
4050	DIVISION CLERK	70,575.34	73,945.94	77,485.06	81,201.13	85,103.02
		5,881.28	6,162.16	6,457.09	6,766.76	7,091.92
		1,357.22	1,422.04	1,490.10	1,561.56	1,636.60
		33.93045	35.55093	37.25243	39.03900	40.91491
4180	ECONOMIC DEVELOPMENT SPECIALIST	91,264.84	95,669.92	100,295.25	105,151.83	110,251.23
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.87733	45.99515	48.21887	50.55376	53.00540
5090	ELECTRICIAN	97,836.02	102,608.89	107,620.41	112,882.49	118,407.69
		8,153.00	8,550.74	8,968.37	9,406.87	9,867.31
		1,881.46	1,973.25	2,069.62	2,170.82	2,277.07
		47.03655	49.33120	51.74058	54.27043	56.92677
4092	ENGINEER, ASSISTANT	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94493	58.66613	61.52339	64.52351
4090	ENGINEER, JUNIOR	97,711.83	102,439.27	107,403.04	112,615.01	118,087.59
		8,142.65	8,536.61	8,950.25	9,384.58	9,840.63
		1,879.07	1,969.99	2,065.44	2,165.67	2,270.92
		46.97684	49.24965	51.63608	54.14183	56.77288
4080	ENGINEERING SPECIALIST	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94493	58.66613	61.52339	64.52351
4070	ENGINEERING TECHNICIAN, ASSIST	95,602.88	100,224.84	105,077.91	110,173.63	115,524.14
		7,966.91	8,352.07	8,756.49	9,181.14	9,627.01
		1,838.52	1,927.40	2,020.73	2,118.72	2,221.62
		45.96292	48.18502	50.51823	52.96809	55.54045
4071	ENGINEERING TECHNICIAN, ASSOC	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547

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4072	ENGINEERING TECHNICIAN, SENIOR	106,376.57	111,537.23	116,955.91	122,645.53	128,619.63
		8,864.71	9,294.77	9,746.33	10,220.46	10,718.30
		2,045.70	2,144.95	2,249.15	2,358.57	2,473.45
		51.14258	53.62367	56.22880	58.96420	61.83636
5030	FACILITIES MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.93	71,563.04	74,983.02
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83939	34.40531	36.04953
5031	FACILITIES MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063
5032	FACILITIES MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5033	FACILITIES MAINTENANCE WORKER, SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5034	FACILITIES MAINTENANCE WORKER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4190	FAMILY THERAPIST	96,171.95	100,822.38	105,705.32	110,832.40	116,215.85
		8,014.33	8,401.87	8,808.78	9,236.03	9,684.65
		1,849.46	1,938.89	2,032.79	2,131.39	2,234.92
		46.23651	48.47230	50.81987	53.28481	55.87300
5040	FLEET SERVICES WORKER	62,249.65	65,203.96	68,305.98	71,563.09	74,983.07
		5,187.47	5,433.66	5,692.17	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92772	31.34806	32.83941	34.40533	36.04955
4200	GIS SPECIALIST	110,974.88	116,365.44	122,025.54	127,968.65	134,208.89
		9,247.91	9,697.12	10,168.80	10,664.05	11,184.07
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.35331	55.94492	58.66613	61.52339	64.52350
5050	GROUNDSKEEPER TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5051	GROUNDSKEEPER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063

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5052	GROUNDSKEEPER II	74,531.69	78,100.11	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5053	GROUNDSKEEPER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5055	GROUNDSKEEPER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4210	INFORMATION TECHNOLOGY TECHNICIAN	83,064.65	87,098.95	91,334.97	95,782.79	100,452.99
		6,922.05	7,258.25	7,611.25	7,981.90	8,371.08
		1,597.40	1,674.98	1,756.44	1,841.98	1,931.79
		39.93493	41.87450	43.91104	46.04942	48.29471
4211	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR	91,066.74	95,501.14	100,157.26	105,046.20	110,179.57
		7,588.90	7,958.43	8,346.44	8,753.85	9,181.63
		1,751.28	1,836.56	1,926.10	2,020.12	2,118.84
		43.78209	45.91401	48.15253	50.50298	52.97095
5054	LANDSCAPE MAINTENANCE SPECIALIST	83,532.03	87,550.44	91,769.78	96,200.09	100,851.92
		6,961.00	7,295.87	7,647.48	8,016.67	8,404.33
		1,606.39	1,683.66	1,764.80	1,850.00	1,939.46
		40.15963	42.09156	44.12009	46.25004	48.48650
4230	LIBRARIAN I	75,348.04	78,957.27	82,746.95	86,726.12	90,904.24
		6,279.00	6,579.77	6,895.58	7,227.18	7,575.35
		1,449.00	1,518.41	1,591.29	1,667.81	1,748.16
		36.22502	37.96023	39.78219	41.69525	43.70396
4231	LIBRARIAN II	83,415.29	87,427.88	91,641.09	96,064.96	100,710.03
		6,951.27	7,285.66	7,636.76	8,005.41	8,392.50
		1,604.14	1,681.31	1,762.33	1,847.40	1,936.73
		40.10350	42.03263	44.05822	46.18508	48.41828
4221	LIBRARY ASSISTANT	71,002.14	74,394.06	77,955.59	81,695.19	85,621.79
		5,916.85	6,199.51	6,496.30	6,807.93	7,135.15
		1,365.43	1,430.66	1,499.15	1,571.06	1,646.57
		34.13564	35.76638	37.47865	39.27653	41.16432
4222	LIBRARY ASSISTANT, SUPERVISING	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.22681	40.06211	41.98916	44.01257	46.13716
4220	LIBRARY CLERK	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08867	31.51706	33.01687	34.59165	36.24519

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5060	MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5061	MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063
5062	MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5063	MAINTENANCE WORKER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5070	MECHANIC	86,146.96	90,296.14	94,652.75	99,227.22	104,030.41
		7,178.91	7,524.68	7,887.73	8,268.94	8,669.20
		1,656.67	1,736.46	1,820.25	1,908.22	2,000.58
		41.41681	43.41161	45.50613	47.70539	50.01462
5071	MECHANIC SENIOR	93,456.84	97,971.51	102,711.90	107,689.32	112,915.62
		7,788.07	8,164.29	8,559.33	8,974.11	9,409.64
		1,797.25	1,884.07	1,975.23	2,070.95	2,171.45
		44.93117	47.10169	49.38072	51.77371	54.28636
4240	NEIGHBORHOOD PRESERVATION OFFICER	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547
5020	PARTS AND INVENTORY CONTROL WORKER	72,767.98	76,248.19	79,902.42	83,739.36	87,768.16
		6,064.00	6,354.02	6,658.54	6,978.28	7,314.01
		1,399.38	1,466.31	1,536.59	1,610.37	1,687.85
		34.98461	36.65778	38.41463	40.25931	42.19623
4250	PERMIT TECHNICIAN	74,087.65	77,633.85	81,357.37	85,267.06	89,372.24
		6,173.97	6,469.49	6,779.78	7,105.59	7,447.69
		1,424.76	1,492.96	1,564.56	1,639.75	1,718.70
		35.61906	37.32397	39.11412	40.99378	42.96742
4251	PERMIT TECHNICIAN II	79,052.31	82,846.74	86,830.91	91,014.27	95,406.80
		6,587.69	6,903.90	7,235.91	7,584.52	7,950.57
		1,520.24	1,593.21	1,669.83	1,750.27	1,834.75
		38.00592	39.83016	41.74563	43.75686	45.86865
4260	PLAN CHECK ENGINEER	125,813.43	131,945.92	138,385.03	145,146.12	152,245.26
		10,484.45	10,995.49	11,532.09	12,095.51	12,687.11
		2,419.49	2,537.42	2,661.25	2,791.27	2,927.79
		60.48723	63.43554	66.53126	69.78179	73.19484

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CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4120	PLANNER, ASSISTANT	102,132.14	107,080.58	112,276.43	117,732.08	123,460.49
		8,511.01	8,923.38	9,356.37	9,811.01	10,288.37
		1,964.08	2,059.24	2,159.16	2,264.08	2,374.24
		49.10199	51.48105	53.97905	56.60196	59.35600
4121	PLANNER, ASSOCIATE	117,732.08	123,460.49	129,475.34	135,790.93	142,422.30
		9,811.01	10,288.37	10,789.61	11,315.91	11,868.53
		2,264.08	2,374.24	2,489.91	2,611.36	2,738.89
		56.60196	59.35600	62.24776	65.28410	68.47226
4122	PLANNER, SENIOR	123,460.52	129,475.36	135,790.95	142,422.32	149,385.26
		10,288.38	10,789.61	11,315.91	11,868.53	12,448.77
		2,374.24	2,489.91	2,611.36	2,738.89	2,872.79
		59.35602	62.24777	65.28411	68.47227	71.81984
4270	POLICE CLERK	68,698.19	71,974.91	75,415.49	79,028.10	82,821.31
		5,724.85	5,997.91	6,284.62	6,585.68	6,901.78
		1,321.12	1,384.13	1,450.30	1,519.77	1,592.72
		33.02798	34.60332	36.25745	37.99428	39.81794
4271	POLICE CLERK, SENIOR	71,974.99	75,415.56	79,028.17	82,821.39	86,804.29
		5,997.92	6,284.63	6,585.68	6,901.78	7,233.69
		1,384.13	1,450.30	1,519.77	1,592.72	1,669.31
		34.60336	36.25748	37.99431	39.81798	41.73283
4272	POLICE CLERK, SUPERVISING	84,831.42	88,914.81	93,202.37	97,704.33	102,431.36
		7,069.29	7,409.57	7,766.86	8,142.03	8,535.95
		1,631.37	1,709.90	1,792.35	1,878.93	1,969.83
		40.78434	42.74750	44.80883	46.97324	49.24585
4280	POLICE IDENTIFICATION TECHNICIAN	86,417.20	90,579.87	94,950.69	99,540.05	104,358.89
		7,201.43	7,548.32	7,912.56	8,295.00	8,696.57
		1,661.87	1,741.92	1,825.97	1,914.23	2,006.90
		41.54673	43.54801	45.64937	47.85579	50.17254
4290	PROPERTY AND EVIDENCE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.11443	36.79411	38.55777	40.40961	42.35405
4291	PROPERTY AND EVIDENCE SPECIALIST, SUPERVISING	82,452.76	86,417.22	90,579.89	94,950.72	99,540.07
		6,871.06	7,201.44	7,548.32	7,912.56	8,295.01
		1,585.63	1,661.87	1,741.92	1,825.98	1,914.23
		39.64075	41.54674	43.54802	45.64938	47.85580
4300	PUBLIC SAFETY DISPATCHER	84,831.42	88,914.81	93,202.37	97,704.33	102,431.36
		7,069.29	7,409.57	7,766.86	8,142.03	8,535.95
		1,631.37	1,709.90	1,792.35	1,878.93	1,969.83
		40.78434	42.74750	44.80883	46.97324	49.24585
4301	PUBLIC SAFETY DISPATCHER, SENIOR	88,914.77	93,202.33	97,704.28	102,431.32	107,394.72
		7,409.56	7,766.86	8,142.02	8,535.94	8,949.56
		1,709.90	1,792.35	1,878.93	1,969.83	2,065.28
		42.74749	44.80881	46.97321	49.24583	51.63208

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4302	PUBLIC SAFETY	97,758.70	102,488.47	107,454.71	112,669.28	118,144.56
	DISPATCHER, SUPERVISING	8,146.56	8,540.71	8,954.56	9,389.11	9,845.38
		1,879.98	1,970.93	2,066.44	2,166.72	2,272.01
		46.99938	49.27330	51.66092	54.16792	56.80027
4310	PURCHASING SPECIALIST,	89,044.61	93,457.00	98,090.01	102,954.67	108,062.56
	SUPERVISING	7,420.38	7,788.08	8,174.17	8,579.56	9,005.21
		1,712.40	1,797.25	1,886.35	1,979.90	2,078.13
		42.80991	44.93125	47.15866	49.49744	51.95315
4320	RECYCLING SPECIALIST	91,264.83	95,669.90	100,295.23	105,151.81	110,251.20
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.87732	45.99514	48.21886	50.55375	53.00538
5081	TRAFFIC SIGNAL	75,385.36	78,996.46	82,788.10	86,769.34	90,949.62
	TECHNICIAN TRAINEE	6,282.11	6,583.04	6,899.01	7,230.78	7,579.14
		1,449.72	1,519.16	1,592.08	1,668.64	1,749.03
		36.24296	37.97907	39.80197	41.71603	43.72578
5080	TRAFFIC SIGNAL	80,440.90	84,304.76	88,361.84	92,621.75	97,094.67
	TECHNICIAN	6,703.41	7,025.40	7,363.49	7,718.48	8,091.22
		1,546.94	1,621.25	1,699.27	1,781.19	1,867.21
		38.67351	40.53113	42.48165	44.52969	46.68013
5082	TRAFFIC SIGNAL	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
	TECHNICIAN, SENIOR	7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4110	TRANSPORTATION	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
	ENGINEER, ASSOCIATE	10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.53768	63.48852	66.58690	69.84020	73.25617
5150	WASTEWATER COLLECTIONS	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
	SYSTEMS TRAINEE	5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5151	WASTEWATER COLLECTIONS	71,783.37	75,253.61	78,897.36	82,723.30	86,740.53
	SYSTEMS WORKER I	5,981.95	6,271.13	6,574.78	6,893.61	7,228.38
		1,380.45	1,447.18	1,517.26	1,590.83	1,668.09
		34.51124	36.17962	37.93142	39.77082	41.70218
5152	WASTEWATER COLLECTIONS	78,713.37	82,530.10	86,537.68	90,745.63	95,163.99
	SYSTEMS WORKER II	6,559.45	6,877.51	7,211.47	7,562.14	7,930.33
		1,513.72	1,587.12	1,664.19	1,745.11	1,830.08
		37.84297	39.67793	41.60465	43.62771	45.75192
5153	WASTEWATER COLLECTIONS	86,374.91	90,574.73	94,984.54	99,614.84	104,476.64
	SYSTEMS WORKER III	7,197.91	7,547.89	7,915.38	8,301.24	8,706.39
		1,661.06	1,741.82	1,826.63	1,915.67	2,009.17
		41.52640	43.54554	45.66564	47.89175	50.22915

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5160	WATER DISTRIBUTION OPERATOR TRAINEE	66,385.61	69,546.72	72,865.88	76,350.99	80,010.38
		5,532.13	5,795.56	6,072.16	6,362.58	6,667.53
		1,276.65	1,337.44	1,401.27	1,468.29	1,538.66
		31.91616	33.43592	35.03167	36.70721	38.46653
5161	WATER DISTRIBUTION OPERATOR I	74,225.17	77,778.24	81,508.97	85,426.25	89,539.38
		6,185.43	6,481.52	6,792.41	7,118.85	7,461.62
		1,427.41	1,495.74	1,567.48	1,642.81	1,721.91
		35.68518	37.39338	39.18700	41.07031	43.04778
5162	WATER DISTRIBUTION OPERATOR II	84,884.40	88,970.45	93,260.79	97,765.65	102,495.75
		7,073.70	7,414.20	7,771.73	8,147.14	8,541.31
		1,632.39	1,710.97	1,793.48	1,880.11	1,971.07
		40.80981	42.77425	44.83692	47.00272	49.27680
5163	WATER DISTRIBUTION OPERATOR III	91,422.05	95,834.96	100,468.55	105,333.81	110,442.30
		7,618.50	7,986.25	8,372.38	8,777.82	9,203.53
		1,758.12	1,842.98	1,932.09	2,025.65	2,123.89
		43.95291	46.07450	48.30219	50.64125	53.09726
5164	WATER DISTRIBUTION SENIOR OPERATOR	95,834.98	100,468.57	105,333.83	110,442.32	115,806.28
		7,986.25	8,372.38	8,777.82	9,203.53	9,650.52
		1,842.98	1,932.09	2,025.65	2,123.89	2,227.04
		46.07451	48.30220	50.64126	53.09727	55.67610
5165	WATER DISTRIBUTION SUPERVISING OPERATOR	105,102.14	110,199.08	115,550.85	121,170.21	127,070.56
		8,758.51	9,183.26	9,629.24	10,097.52	10,589.21
		2,021.20	2,119.21	2,222.13	2,330.20	2,443.66
		50.52988	52.98033	55.55329	58.25491	61.09162
5170	WATER RESOURCES COORDINATOR	98,795.12	103,615.93	108,677.80	113,992.76	119,573.47
		8,232.93	8,634.66	9,056.48	9,499.40	9,964.46
		1,899.91	1,992.61	2,089.96	2,192.17	2,299.49
		47.49765	49.81535	52.24894	54.80421	57.48725
5171	WATER RESOURCES COORDINATOR - ELECTRICAL & INSTRUMENTATION	102,608.89	107,620.41	112,882.49	118,407.69	124,209.15
		8,550.74	8,968.37	9,406.87	9,867.31	10,350.76
		1,973.25	2,069.62	2,170.82	2,277.07	2,388.64
		49.33120	51.74058	54.27043	56.92677	59.71594
5100	WR INSTRUMENT CONTROL TECHNICIAN	93,416.70	97,968.60	102,748.11	107,766.58	113,035.97
		7,784.73	8,164.05	8,562.34	8,980.55	9,419.66
		1,796.48	1,884.01	1,975.93	2,072.43	2,173.77
		44.91188	47.10029	49.39813	51.81086	54.34422
5110	WR LABORATORY TECHNICIAN	89,300.98	93,647.10	98,210.53	103,002.12	108,033.30
		7,441.75	7,803.93	8,184.21	8,583.51	9,002.78
		1,717.33	1,800.91	1,888.66	1,980.81	2,077.56
		42.93316	45.02264	47.21660	49.52025	51.93909
5120	WR MECHANIC I	83,506.88	87,602.74	91,903.39	96,419.08	101,160.55
		6,958.91	7,300.23	7,658.62	8,034.92	8,430.05
		1,605.90	1,684.67	1,767.37	1,854.21	1,945.40
		40.14754	42.11670	44.18432	46.35533	48.63488

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5121	WR MECHANIC II	94,081.30	98,705.88	103,561.69	108,660.29	114,013.82
		7,840.11	8,225.49	8,630.14	9,055.02	9,501.15
		1,809.26	1,898.19	1,991.57	2,089.62	2,192.57
		45.23139	47.45475	49.78927	52.24052	54.81434
5131	WR OPERATOR - GRADE I	84,329.71	88,388.00	92,649.24	97,123.51	101,821.50
		7,027.48	7,365.67	7,720.77	8,093.63	8,485.13
		1,621.73	1,699.77	1,781.72	1,867.76	1,958.11
		40.54313	42.49423	44.54290	46.69400	48.95264
5132	WR OPERATOR - GRADE II	88,377.12	92,637.79	97,111.51	101,808.90	106,741.17
		7,364.76	7,719.82	8,092.63	8,484.08	8,895.10
		1,699.56	1,781.50	1,867.53	1,957.86	2,052.71
		42.48900	44.53740	46.68823	48.94659	51.31787
5133	WR OPERATOR - GRADE III	95,313.48	99,920.98	104,758.85	109,838.61	115,172.36
		7,942.79	8,326.75	8,729.90	9,153.22	9,597.70
		1,832.95	1,921.56	2,014.59	2,112.28	2,214.85
		45.82379	48.03893	50.36483	52.80702	55.37133
5130	WR OPERATOR - TRAINEE	71,397.02	74,808.69	78,390.95	82,152.33	86,101.77
		5,949.75	6,234.06	6,532.58	6,846.03	7,175.15
		1,373.02	1,438.63	1,507.52	1,579.85	1,655.80
		34.32549	35.96572	37.68796	39.49631	41.39508
5134	WR SENIOR OPERATOR	99,935.20	104,773.79	109,854.29	115,188.83	120,790.10
		8,327.93	8,731.15	9,154.52	9,599.07	10,065.84
		1,921.83	2,014.88	2,112.58	2,215.17	2,322.89
		48.04577	50.37201	52.81456	55.37925	58.07216
5141	WR SOURCE CONTROL INSPECTOR	93,784.92	98,355.24	103,154.07	108,192.83	113,483.55
		7,815.41	8,196.27	8,596.17	9,016.07	9,456.96
		1,803.56	1,891.45	1,983.73	2,080.63	2,182.38
		45.08890	47.28617	49.59330	52.01578	54.55940
5140	WR SOURCE CONTROL TECHNICIAN	88,348.71	92,607.98	97,080.20	101,776.02	106,706.64
		7,362.39	7,717.33	8,090.02	8,481.34	8,892.22
		1,699.01	1,780.92	1,866.93	1,957.23	2,052.05
		42.47534	44.52307	46.67317	48.93078	51.30127
5135	WR SUPERVISING OPERATOR	109,605.26	114,927.33	120,515.52	126,383.12	132,544.09
		9,133.77	9,577.28	10,042.96	10,531.93	11,045.34
		2,107.79	2,210.14	2,317.61	2,430.44	2,548.92
		52.69484	55.25352	57.94015	60.76112	63.72312
4330	YOUTH SERVICES CASE COORDINATOR	87,919.94	92,157.75	96,607.48	101,279.67	106,185.48
		7,326.66	7,679.81	8,050.62	8,439.97	8,848.79
		1,690.77	1,772.26	1,857.84	1,947.69	2,042.03
		42.26920	44.30661	46.44590	48.69215	51.05071

CITY OF LIVERMORE
POLICE OFFICER'S ASSOCIATION
EFFECTIVE 05/06/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	115,358.76	121,126.70	127,183.04	133,542.19	140,219.30
		9,613.23	10,093.89	10,598.59	11,128.52	11,684.94
		2218.44	2329.36	2445.83	2568.12	2696.53
		55.46094	58.23399	61.14569	64.20298	67.41313
3100	POLICE SERGEANT	143,541.70	150,718.78	158,254.72	166,167.46	174,475.83
		11,961.81	12,559.90	13,187.89	13,847.29	14,539.65
		2760.42	2898.44	3043.36	3195.53	3355.30
		69.01043	72.46095	76.08400	79.88820	83.88261
3120	POLICE TRAINEE (Non-Sworn)	40.40550	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,900 - $18,060/month

Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		$14,447.70	-	$18,059.62
2030	Assistant Community Development Director			
2045	Assistant Public Works Director			
2060	City Engineer			
		$13,440.01	-	$16,800.01
2025	Assistant City Engineer			
2050	Building Official			
2090	Finance Manager			
2125	Maintenance and Golf Operations Manager			
2145	Planning Manager			
2220	Water Resources Division Manager			
		$12,776.71	-	$15,970.89
2005	Airport Manager			
2095	Housing & Human Services Manager			
		$12,643.58	-	$15,804.48
2200	Senior Transportation Engineer			
		$12,132.52	-	$15,165.65
2140	Permit Center Manager			
		$12,108.13	-	$15,135.16
2190	Senior Civil Engineer			
		$11,963.50	-	$14,954.37
2070	IT Operations Manager			
2115	Information Technology Manager			
		$11,615.05	-	$14,518.81
2055	City Clerk			
2100	Housing Programs Manager			
2105	Human Services Programs Manager			
2165	Police Support Services Manager			
2170	Principal Planner			
2231	Water Resources Technical Programs Manager P.E.**			
2240	Youth and Family Services Manager - Clinical			
		$10,966.23	-	$13,707.79
2035	Assistant Finance Manager			
2040	Assistant Library Director			
2085	Economic Development Manager			
2120	Inspection & Neighborhood Preservation Manager			
2225	Water Resources Operations Manager			
2230	Water Resources Technical Programs Manager			
2245	Youth and Family Services Manager - Programs			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$7,900 - $18,060/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
		$10,424.41	-	$13,030.51
2000	Accounting Supervisor			
2110	Information Technology Coordinator			
2195	Management Analyst, Senior			
2175	Public Works Manager			
2210	Network Engineer*			
2215	Water Distribution Operations Manager			
		$10,313.76	-	$12,892.20
2065	Construction Inspection Manager			
		$10,266.69	-	$12,833.36
2150	Police Business Services Manager			
2155	Police Facility & Equipment Manager			
		$9,742.94	-	$12,178.68
2020	Assistant City Clerk			
2135	Management Analyst II			
2160	Police Media & Community Relations Analyst			
2180	Public Works Supervisor			
		$7,923.28	-	$9,904.10
2080	Deputy City Clerk			
2130	Management Analyst I			
2205	Supervising Librarian			
2235	Water Resources Communications Representative			

*Position Retitled from Systems Administrator

**Position Added - WR Technicial Programs Manager PE effective December 9, 2024

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$7,920 - $19,500/month
Effective July 1, 2024

Class Code	Classification	Monthly Salary Range		
2405	Assistant Administrative Services Director (Conf)*	$14,447.70	-	$18,059.62
2440	Assistant City Attorney, Senior (Confidential)	$15,576.62	-	$19,470.78
2442	Assistant City Attorney (Confidential)*	$14,447.70	-	$18,059.62
2400	Assistant to the City Manager (Confidential)	$12,776.71	-	$15,970.89
2444	Deputy City Attorney (Confidential)*	$10,266.69	-	$12,833.36
2420	Human Resources Manager (Confidential)	$13,440.01	-	$16,800.01
2450	Human Resources Analyst, Senior (Conf)	$10,424.41	-	$13,030.51
2411	Human Resources Analyst II (Confidential)	$9,742.94	-	$12,178.68
2410	Human Resources Analyst I (Confidential)	$7,923.28	-	$9,904.10
2460	Management Analyst, Senior (Confidential)	$10,424.41	-	$13,030.51
2431	Management Analyst II (Confidential)	$9,742.94	-	$12,178.68
2430	Management Analyst I (Confidential)	$7,923.28	-	$9,904.10
2465	Risk Manager (Confidential)	$11,767.27	-	$14,709.09

*Moved to Management Confidential effective October 7, 2024

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$14,860 - $23,050/month
Effective July 1, 2024

Class Code	Classification	Salary Range		
3000	Police Captain	$18,433.26	-	$23,041.57
3010	Police Lieutenant	$14,863.78	-	$18,579.73

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,240 - $10,940/month
Effective July 1, 2024

Class Code	Classifications	Monthly Salary Range		
2600	Administrative Receptionist	$5,248.02	-	$6,560.02
2610	Administrative Specialist I	$6,074.42	-	$7,593.03
2611	Administrative Specialist II	$6,831.78	-	$8,539.72
2620	Executive Assistant	$8,745.71	-	$10,932.14
2630	Human Resources Clerk I	$6,074.42	-	$7,593.03
2631	Human Resources Clerk II	$6,682.54	-	$8,353.18
2640	Human Resources Technician	$7,332.50	-	$9,165.63
2650	Law Office Supervisor	$8,745.71	-	$10,932.14
2660	Legal Assistant	$7,262.82	-	$9,078.52

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$16,846 - $26,052/month
Effective November 18, 2024

Class Code	Classification	Monthly Salary Range		
1215	Administrative Services Director	$16,846.32	-	$21,057.90
1200	Assistant City Manager	$18,172.50	-	$22,715.62
1220	Community Development Director	$16,846.32	-	$21,057.90
1205	Deputy City Manager	$14,447.69	-	$18,059.62
1210	Deputy City Manager/City Clerk	$14,447.69	-	$18,059.62
1225	Innovation & Economic Development Dir	$16,846.32	-	$21,057.90
1230	Library Services Director	$16,846.32	-	$21,057.90
1235	Police Chief*	$20,841.11	-	$26,051.39
1240	Public Works Director	$16,846.32	-	$21,057.90

*2.5% Salary Adjustment effective 07/01/2024

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
1000	City Manager	$370,656	11/18/2024
1100	City Attorney	$315,269	11/18/2024

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	$16.50 - $30.00	12/30/24
8205	Field/Maintenance Aide	$16.50 - $30.00	12/30/24
8210	Law Clerk	$16.50 - $26.00	12/30/24
8230	Temporary Librarian	$22.00 - $32.00	01/01/24
8235	Temporary Library Assistant	$20.00 - $30.00	01/01/24
8240	Temporary Library Clerk	$18.00 - $28.00	01/01/24
8215	Library Aide	$16.50 - $20.00	12/30/24
8220	Police Cadet	$16.50 - $26.00	12/30/24
8225	Special Projects Coordinator	$20.00 - $100.00	12/20/21

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT ITEM NO. 5.13

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution accepting the i-GATE Annual Report for Fiscal Year 2023-24.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the i-GATE Annual Report for Fiscal Year 2023-24.

SUMMARY

The City of Livermore's agreement with the Innovation for Green Advanced Transportation Excellence Development Corporation (i-GATE) requires that i-GATE provide an annual report outlining its accomplishments during the previous fiscal year and describing the organization's goals for the coming year. Staff recommends the City Council adopt a resolution accepting the i-GATE Annual Report for Fiscal Year 2023-24 (Exhibit A to the resolution).

DISCUSSION

On September 25, 2023, the City Council authorized the City Manager to execute an agreement to provide grant funding to the Innovation for Green Advanced Transportation Excellence Development Corporation (known as i-GATE) for Fiscal Year (FY) 2023-24 and FY 2024-25. The agreement was executed to encourage an innovation-driven economy by building a vibrant and diverse network of entrepreneurs and providing them with resources needed to succeed in Livermore and the Tri-Valley region. The City's agreement with i-GATE requires the organization to provide an annual report outlining its accomplishments during the previous fiscal year and describing the organization's goals for the coming year. A copy of the i-GATE Annual Report for FY 2023-24 (Exhibit A to the resolution) is attached. Staff recommends the City Council adopt a resolution accepting the i-GATE Annual Report.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no additional fiscal and administrative impacts for accepting this report.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

3: Encourage an Innovation-Driven Economy

ATTACHMENTS

1. Resolution
2. Exhibit A - i-GATE Annual Report FY 2023-2024

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 ACCEPTING THE INNOVATION FOR GREEN ADVANCED TRANSPORTATION EXCELLENCE DEVELOPMENT CORPORATION (i-GATE) ANNUAL REPORT FOR FISCAL YEAR 2023-2024

The terms and conditions in the agreement between the City of Livermore and the Innovation for Green Advanced Transportation Excellence Development Corporation (i-GATE), approved on September 25, 2023, requires i-GATE to report its accomplishments during the previous year to the City and to describe the organization's goals for the upcoming year. The attached copy of i-GATE's Annual Report FY 2023-2024 (Exhibit A) details its accomplishments in encouraging an innovation-driven economy by building a vibrant and diverse network of entrepreneurs and providing them with resources they need to succeed in Livermore and the Tri-Valley region.

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

1. Accepts i-GATE's Annual Report for FY 2023-2024 attached as Exhibit A and presented with the Staff Report for this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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 – i-GATE Annual Report FY 2023-2024

EXHIBIT A

i-GATE

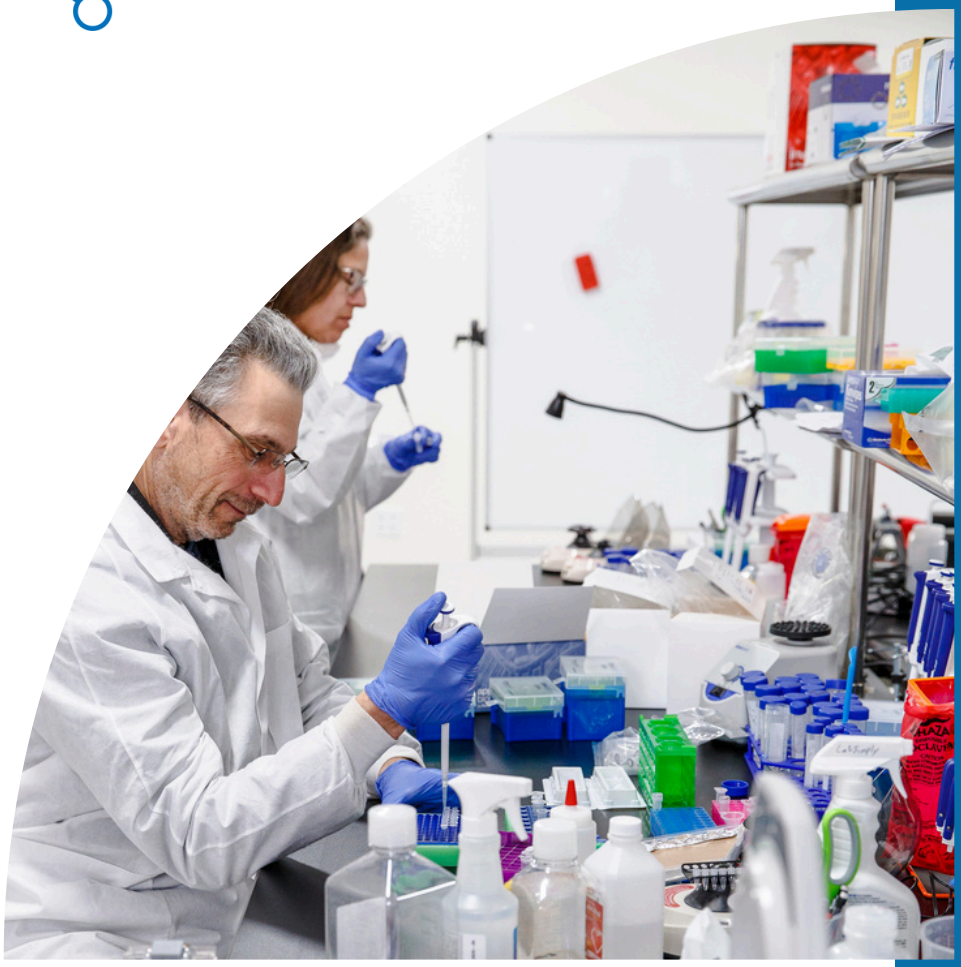


Photo by Spencer Toy

ANNUAL REPORT

2023 - 2024

STARTUP TRI VALLEY

DAYBREAK LABS

About Us

i-GATE was founded in 2010 to help science-based startups succeed in the Tri-Valley.



Photo by Spencer Toy

i-GATE Innovation Hub is a non-profit organization focused on increasing economic prosperity through entrepreneurship in the Tri-Valley. i-GATE provides startup incubation resources through Daybreaks Labs and connects the regional innovation ecosystem through the Startup Tri-Valley initiative. To learn more, visit igatehub.org.

Our Vision

Help science-based startups start and succeed in the Tri-Valley.

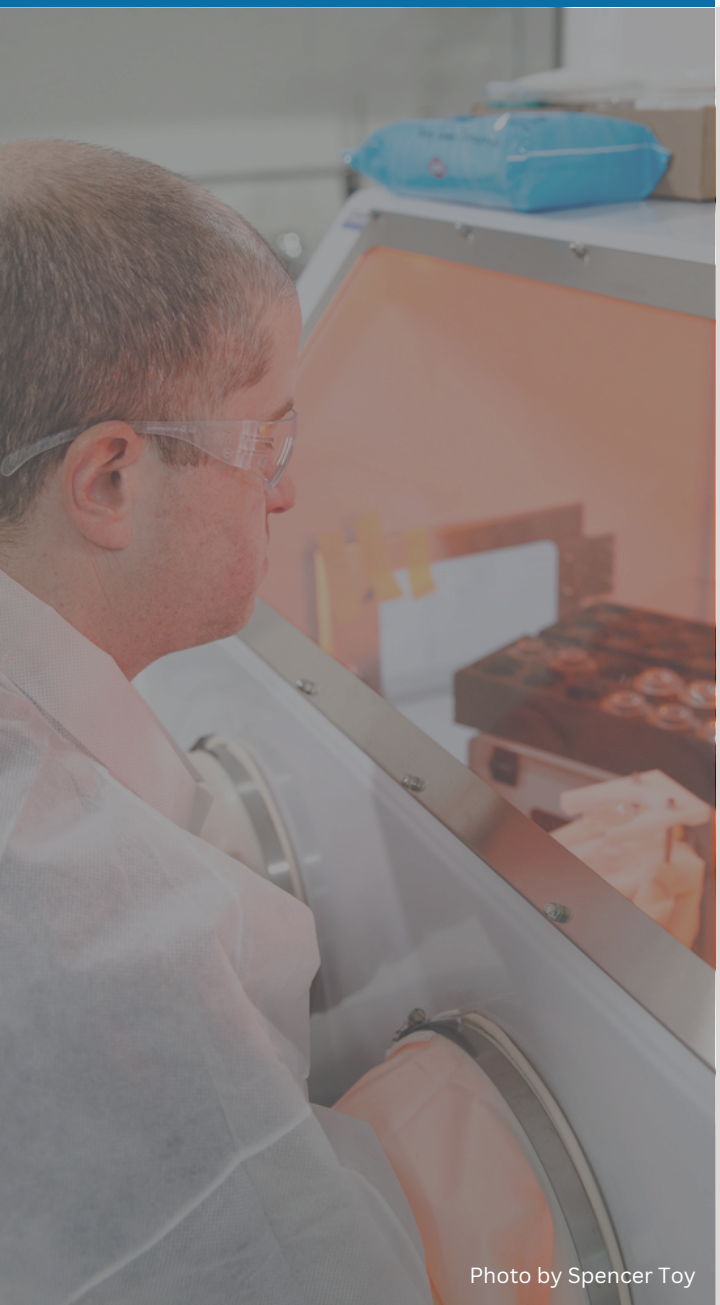


Photo by Spencer Toy

Our Mission

1. Brand the Tri-Valley region as a top location to start and grow science-based startups.

2. Provide low cost lab space, tools, and expertise that early stage companies need to launch.

3. Create a fly-wheel of early, mid, and later stage companies to fuel a vibrant and diverse economy that supports knowledge, trade, and service workers.

How We Do It

STARTUP TRI VALLEY

STARTUP TRI-VALLEY INITIATIVE PROVIDES

- Awareness
- Recognition
- Connectivity

for our region.

DAYBREAK LABS

DAYBREAK LABS PROVIDES

- Facilities
- Access to funding & capital
- Expertise

To reduce technical risk for science-based startups that need lab space and equipment to launch.



City of Dublin Mayor Melissa Hernandez Welcoming Attendees to the 2024 Tri-Valley AI Summit

Our Team

Executive Director

Yolanda Fintschenko, PhD, is a scientist who began creating marketing strategies to sell products to scientists and engineers in 2015 having cofounded two businesses, Fixate.IO and FounderTraction. Prior to this she served as director of marketing and sales for Labsmith, marketing manager for Thermo Fisher Scientific, and a manager and scientist at Sandia National Labs.

Board Chair

Elsie Quaite-Randall, PhD, MBA, has served the past four plus years ensuring that the innovative technologies developed at Lawrence Livermore National Laboratory have the maximum possible impact on the local, regional and national economy through effective IP asset protection, technology licensing, industry engagement and new venture formation.



Yolanda Fintschenko, PhD

Executive Director



Meryem Rqibate, MD

Ops Director



Councilmember Carling, PhD

Board Member



Elsie-Quaite Randall ,PhD, MBA

Board Chair



Councilmember Arnerich

Vice-Chair



David Haubert, County Supervisor

Board Member



Councilmember Testa

Board Member



Caylin Howard, SNL

Board member



Mayor Melissa Hernandez

Board Member

Our Companies

We hosted 11 companies thisfiscal year across medical diagnostics, medical devices, therapeutics, deep tech and climate technology.

Daybreak companies were attracted to our location because founders or key team members live in or east of the Tri-Valley.

TWENTYTWENTY THERAPEUTICS

Contact lenses as diagnostics & therapeutics

AGEISBIO

Therapeutics for age-related disease

RUSHNU

Carbon capture

FIRTILITY/PHOENIX BIOSYSTEM

Cancer diagnostics

CRITICAL LOOP

Microgrid tech

CLARICA GENOMICS

Liquid biopsy diagnostic

MAGVOLTS ENERGY, INC

Biodegradable batteries

2023-2024 Companies Growing in the Tri-Valley

VEDA BIO

Rapid diagnostics

Moved to private space in Livermore in September 2023.

ENCELLIN

Cell encapsulation for cell-based therapeutics

Moved to private space in Pleasanton in September 2023.

ZeroAvia

Hydrogen for clean aviation

Moved to private space in Livermore in March 2024.

Bright Silicon Technologies

Hydrogen for clean aviation

Move to private space in Liverm in July 2024.

Who We're Attracting

Companies expressing interest in space at Daybreak Labs cover a wide swathe of industries including therapeutics, medical technology, disease diagnostics, life sciences tools, autonomous industrial tools, biomanufacturing, fabrication tools, and climate tech.

The challenge: to provide the shared space, private space, tissue culture, chemical hood, and engineering, and capital resources to support these companies in Livermore until they are in a position to acquire their own space in the 2500-10,000 sq. foot range.

- **Therapeutics**
- **Med tech**
- **Autonomous industrial vehicles**
- **Disease diagnostics**
- **Life sciences tools**
- **Climate tech**
- **Biomanufacturing**
- **Advanced Manufacturing**

Daybreak Labs KPIs

Daybreak Labs opened in its new location at 7683 Southfront Rd, Ste. 230 in Livermore on October 1, 2022. In the 9 months remaining of the 2022-2023 FY, we onboarded 6 companies and and accepted 1 company to our residency program. In 2023-2024 FY, we saw 2 of these companies move to private space in the Tri-Valley and onboarded 5 more companies. One of the original 2022 companies, TwentyTwenty Therapeutics closed its doors May 2024, and Firtility/Phoenix Biosystems has left Daybreak Labs while waiting for follow on funding. The two Kickstart recipients awarded in October 2024 have delayed starting until their initial funding raise. As of June 2024, they have not raised sufficient money to start and are currently working while saving money and reapplying for grant and pre-seed funds.

STARTUP FUNDING - >$40M raised in 2023

Since joining, two early stage companies have raised funding, including a seed round and series A round.

JOB CREATION - 9 new positions created

Attracted >350 registrants to date
9 new positions created within Daybreak Labs companies

WORKFORCE DEVELOPMENT

Daybreak Labs companies, with neighbors S2 Genomics and alumni Buzzkill Labs, hosted a teacher externship through Bay Area LEED in June 2023 and ROP class field trip in October 2023

Startup Tri-Valley KPIs

Branding the Tri-Valley as the place to start science-based startups

Events

April 25, 2023 WEBINAR



>100 Registered

August 29, 2023 IN PERSON EVENT



>100 Attendees

Startup Tri-Valley KPIs

Branding the Tri-Valley as the place to start science-based startups

Events, Continued

October 18, 2023 IN PERSON



200 Attendees

HOSTED BY: UNCHAINED LABS PRESENTED BY: Mirador Capital Partners TRI-VALLEY VENTURES

AI SERIES

April 17, 2023 IN PERSON



>35 Attendees

JUNE 26, 2024 IN PERSON



TBD

Startup Tri-Valley KPIs

Branding the Tri-Valley as the place to start science-based startups

Podcast

4 Seasons, 19 Episodes

https://startuptrivalley.org/podcast/

Benchmarks

>1700 downloads and growing (all time)
Av. 30 downloads/episode first week

Tri-Valley Audience
37% of audience from the Tri-Valley
11% of audience from SV & SF



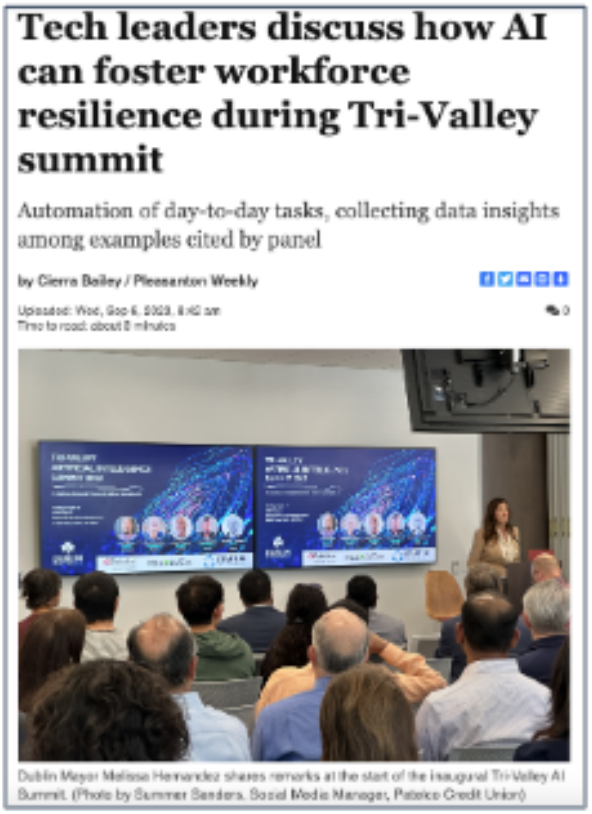
Startup Tri-Valley KPIs

Branding the Tri-Valley as the place to start science-based startups

Press

GOAL: Earned articles in Tri-Valley and East Bay media outlets.
ACHIEVED: 14 news articles in the last FY year.

Recent Articles from Pleasanton Weekly and SF Biz Times

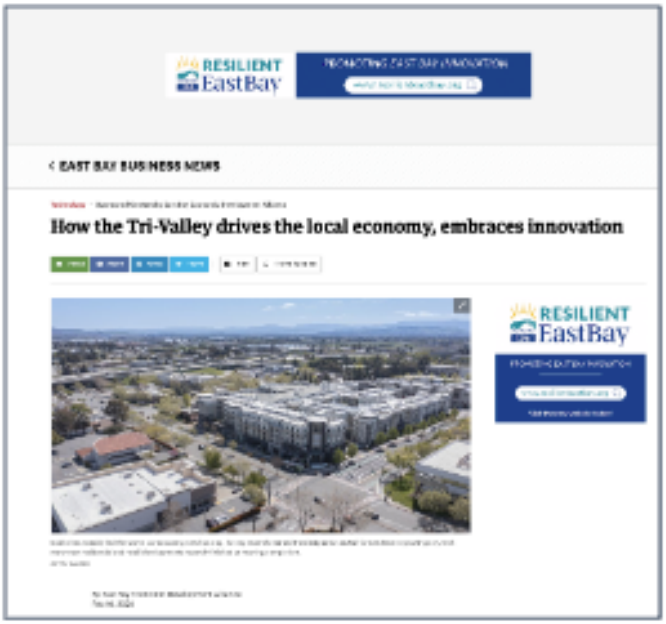


Tech leaders discuss how AI can foster workforce resilience during Tri-Valley summit

Automation of day-to-day tasks, collecting data insights among examples cited by panel

by Cierra Bailey / Pleasanton Weekly

Dublin Mayor Melissa Hernandez shares remarks at the start of the inaugural Tri-Valley AI Summit. (Photo by Summer Sanders, Social Media Manager, Patelco Credit Union)



RESILIENT EastBay

< EAST BAY BUSINESS NEWS

How the Tri-Valley drives the local economy, embraces innovation

RESILIENT EastBay

Summary

We average 50% company capacity and 26 % of our rent costs at Daybreak Labs. Four companies have moved from Daybreak Labs and are now leasing space in Livermore and Pleasanton. We also raised $25K in additional recurring funds from County Supervisor Haubert's office.

We have one key partner, Kilpatrick Townsend, who is supporting us with content and funds for lunch and learns. In addition, they have offered a Kickstart Program where they will offer free, low cost, and delayed cost legal services including company formation, IP, and stock option structuring to very early stage companies. This program is by application only. We announced 2 recipients in Oct. 2024. They are deferring their start date after a funding event.

The funding picture for early stage companies is bleak. For this reason, we applied for two prizes, the DOE EPIC Prize for our climate tech EcoIgniter Program, and the SBA Growth Accelerator Fund competition. Neither were awarded. This money would be used to offer scholarships for startups to help them cover business formation costs and basic reagents. We are seeking corporate sponsorship to cover this program, workforce development activities such as internships, and ecosystem building events and programming.

What Next?

Key steps to attract and support early stage science-based startups include: adding more equipment to support current uses and attract more biotechnology, chemistry, and engineered device companies; offering a scholarship to early stage founders so they can collect data and attract pre-seed investor money, acquiring or attracting second stage space for private lab space on the order of 150-3000 sq. feet for early stage companies to allow them to grow and gain independence while still using Daybreak Labs resources. To maximize our community impact, we plan to work with Las Positas College to embed i-GATE activities in campus life through events, internships, and other workforce development activities.

Progress

- Evaluate our Kickstart Program applicants
  - 2 recipients awarded
- Continue events and podcast for Startup Tri-Valley
  - 4 events this FY, 2 new
  - 5 podcasts recorded this FY
- Hire intern to dedicate to Startup Tri-Valley campaigns
  - A Las Positas College intern started at i-GATE on June 3, 2024. Her internship is funded through the Learning-Aligned Employment Program (LAEP)
- Add needed lab and other equipment to support current and future companies
  - Battery back up for freezers
  - $200K of lab equipment acquired for $80K
- Secure resources to expand space to offer private labs through Daybreak Labs
    - We continue to work with the cities in the Tri-Valley to secure space
- Connect Daybreak Alums, local founders and experienced operators to new Daybreak Labs companies.
  - We have doubled our advisor network
- Expand our investor network
  - We have added expanded our investor network to include climate tech investors
- Demonstrate deal flow
  - We average 50% capacity.Our goal is to average 70-80%.

What Next?

Key steps to attract and support early stage science-based startups include: adding more equipment to support current uses and attract more biotechnology, chemistry, and engineered device companies; offering a scholarship to early stage founders so they can collect data and attract pre-seed investor money, acquiring or attracting second stage space for private lab space on the order of 150-3000 sq. feet for early stage companies to allow them to grow and gain independence while still using Daybreak Labs resources. To maximize our community impact, we plan to work with Las Positas College to embed i-GATE activities in campus life through events, internships, and other workforce development activities.

Next Steps

- Demonstrate deal flow
- Secure philanthropic and grant funding to support founders, workforce development, and ecosystem building activities.
- Secure resources to expand space to offer private labs through Daybreak Labs
- Increase community awareness using outreach
  - Social media
  - In person or video briefings
- Expand Startup Tri-Valley events
  - Increase involvement of Las Positas College community
  - Add emerging topics like climate tech and advanced manufacturing
- Add needed lab and other equipment to support current and future companies
- Formalize the connections between Daybreak Alums, local founders and experienced operators to new Daybreak Labs companies and founders.



Phone Number

925 231-2333



Email Address

info@igateihub.org



Website

daybreaklabs.io
startuptrivalley.org
igateihub.org

ENCELLIN

SNAPSHOT
https://www.encellin.com/

Encellin develops a novel thin-film cell encapsulation device for cell-based therapeutics.

Total funding amount: $5.9M
Stage: Seed

Crunchbase Profile:
https://www.crunchbase.com/organization/encellin

Khosla Ventures, YC, and Sandhill Angels backed

WHY DAYBREAK?

Located near a key team member. Team needs access to BSL2 facilities.

CURRENT LOCATION:
Private space in Pleasanton



Encellin COO and co-founder Grace Wei, PhD and CEO and co-founder Crystal Nyitray, PhD.

TWENTY/TWENTY

SNAPSHOT
https://twentytwenty.com/

Twenty/Twenty Therapeutics focuses on harnessing the convergence of AI and microelectronics to treat eye diseases.

Twenty/Twenty Therapeutics is a joint venture between Verily Life Sciences, an Alphabet company, and Santen Pharmaceutical, a leading Japanese ophthalmology company.

Crunchbase Profile:
https://www.crunchbase.com/organization/twenty-twenty-therapeutics

WHY DAYBREAK?

Location. Daybreak Labs is close to a key employee who lives in the Tri-Valley. The company headquarters is in South SF.

CURRENT STATE:
The company shutdown May 2024



A Twenty/Twenty Therapeutics scientist examining materials at Daybreak Labs.

Photo by Spencer Toy

Veda Bio

SNAPSHOT

Veda Bio, Formerly Lab Simply is working on a rapid point of care diagnostic.

Crunchbase Profile:
https://www.crunchbase.com/organization/labsimply

$40M Series A

WHY DAYBREAK?

Located near key team members. Team needs access to BSL2 facilities.

CURRENT LOCATION:
Private space in Livermore



LabSimply scientists at work in Daybreak Labs.

Photo by Spencer Toy

PHOENIX BIOSYSTEM

SNAPSHOT

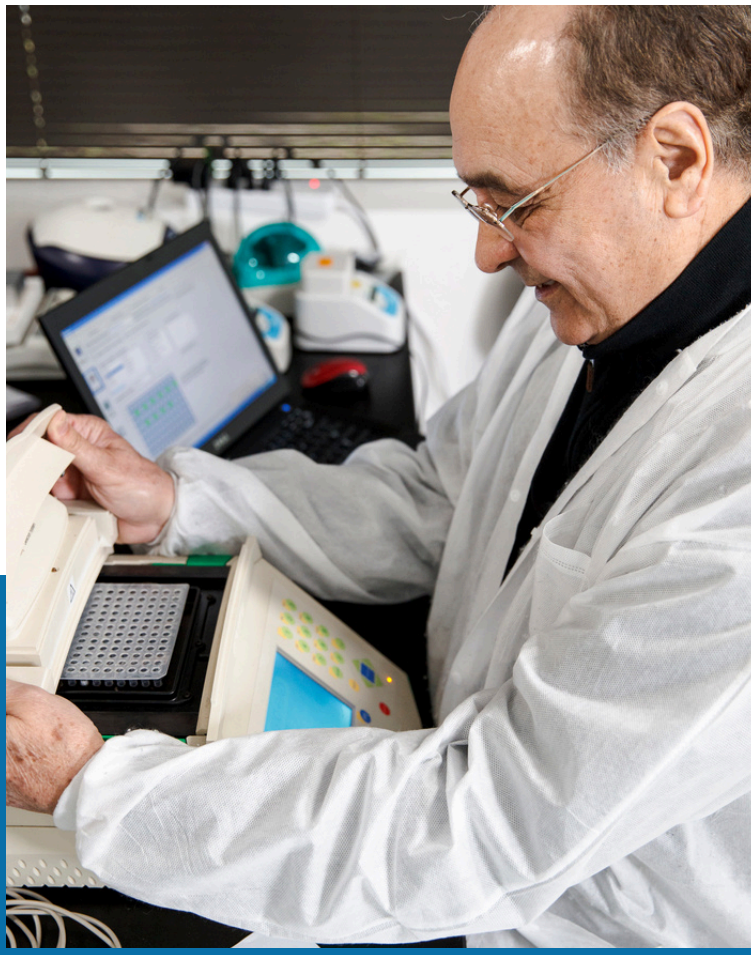
Cancer diagnostics

Funding: NIH
Amouont: Undisclosed

WHY DAYBREAK?

Phoenix Biosystem was at the downtown site and moved into our new location in Nov. 2022. They moved with us because they need lab space suitable for BSL1 and BSL2 work. The founder is a Pleasanton resident.

CURRENT STATE:
Waiting for NIH SBIR grant to continue work



A Phoenix Biosystems scientist working in Daybreak Labs.

Photo by Spencer Toy

RUSHNU

SNAPSHOT
https://rushnu.com

Rushnu decarbonizes heavy industry through a proprietary carbon capture process.

WHY DAYBREAK LABS?

The founder lives in Pleasanton and needs access to a lab bench and chemical fume hood to reduce technical risk of his product.



Rushnu founder Matin Hanifzadeh, Ph.D

Photo by Spencer Toy

AgeisBio

SNAPSHOT

AegisBio develops therapeutics for age-related diseases.

WHY DAYBREAK LABS?

The workforce lives in the Tri-Valley.
The company needs access to a tissue culture suite and BSL2 lab to reduce technical risk.





AgeisBio team Aditi Malu, PhD and John Stattler, JD

ZeroAvia

SNAPSHOT

ZeroAvia creates hydrogen engines for clean aviation.

WHY DAYBREAK LABS?

Desire to be close to the Livermore Airport while they find private space in Livermore.

CURRENT LOCATION:
Private space in Livermore



Parker Bryant, Head of Product at ZeroAvia, with colleague Gurjap Singh, PhD

Magvolts Energy

SNAPSHOT

Magvolts Energy is a pre-pre-seed biodegradable battery company.

WHY DAYBREAK LABS?

Founder Irene Chen chose Daybreak Labs for its affordability, location, supportive community, and lab and founder resources.



**Irene Chen, PhD,
Founder,
Magvolts Energy**

Bright Silicon Technologies

SNAPSHOT

Bright Silicon Technologies is a DoD-funded communications deep tech company.

WHY DAYBREAK LABS?
Livermore residents and founders, Bob and Cindy Panas, chose Daybreak Labs for its affordability, location, supportive community, and lab and founder resources.

CURRENT LOCATION:
Private space in Livermore



Ryan Lee with co-founders Cynthia Panas and Robert Panas, Bright Silicon Technologies

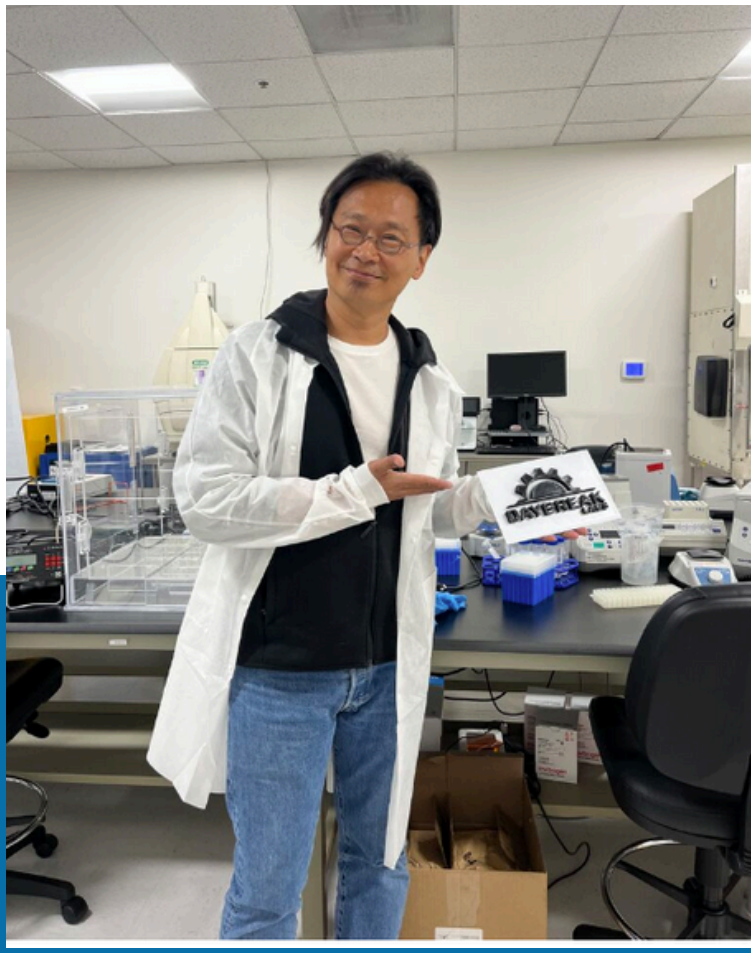
Clarica Genomics

SNAPSHOT

Clarica Genomics is a liquid biopsy-based cancer diagnostics company.

WHY DAYBREAK LABS?

Founder Austin So lives in Pleasanton. He chose Daybreak Labs for its affordability, location, BSL2 lab space, supportive community, and founder resources.



Austin So, PhD, Founder, Clarica Genomics

Critical Loop

SNAPSHOT
Critical Loop overs battery microgrid solutions to buildings.

WHY DAYBREAK LABS?

Daybreak Labs Advisor and current Critical Loop head of Customer Relations is located in Livermore. Critical Loop founders are i-GATE Alumni.



Drew Felker,
Head of Customer Relations
Critical Loop

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.14**

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Update on Host Community Impact Fee Reserve Policy relating to the Bankhead Theater.

RECOMMENDED ACTION

Staff recommends City Council receive the update.

SUMMARY

The Host Community Impact Fee Reserve Policy was adopted by the City Council at their July 24, 2017 meeting. The purpose of this Policy is to establish adequate reserves for the Host Community Impact Fee (HCIF) revenues to insulate the City's General Fund from the future obligations associated with the ownership of the Bankhead Theater. The HCIF Reserve Policy calls for regular review and analysis of HCIF revenues to ensure that adequate resources are available to fund debt service and major maintenance and replacement costs of the Bankhead Theater.

DISCUSSION

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

To insulate the City's General Fund from the financial risks associated with owning the Bankhead Theater, and in support of Council's goal of long-term financial stability, Council adopted a HCIF Reserve

Policy that requires HCIF revenues received in excess of debt service to be held in reserve for the purpose of providing for the maintenance and replacement of the facility's major structural and mechanical systems. The policy also requires that this reserve and the factors that dictate its existence be regularly monitored and reported upon to ensure that adequate resources are available when needed.

In January of 2024, the City received an updated report and projection of revenues associated with the Altamont and Vasco Landfills prepared by HFH Consultants, LLC which is included as Attachment 1 to this staff report. This report took into consideration a myriad of factors and assumptions, including no growth at both Vasco and Altamont landfills as well as a yearly average CPI increase of 2.5%. The report states that in the consultant's opinion, it is reasonable to believe that the cumulative total HCIF revenues for the period between 2024 and 2042 when the 2020 COPs will be redeemed will likely be about $12.14 million (Base Case, Figure 1 from HFH report). Several other scenarios and assumptions were contemplated, and sensitivity analysis was performed for each case. The highest level of cumulative HCIF revenue projected was $17.7 million and the lowest was $7.3 million as shown in the table below.

	January 3, 2024 HFH Report Revenue Projections	
Base Case Projection	Figure 1	$12,144,008
Sensitivity Analysis 1 Scenario	Figure 2	$11,403,863
Sensitivity Analysis 2 Scenario	Figure 3	$8,182,549
Sensitivity Analysis 3 Scenario	Figure 4	$7,296,921
Sensitivity Analysis 4 Scenario	Figure 5	$17,694,603

With so many variables impacting the HCIF revenue stream, it is important to monitor actual performance.

Based on new HCIF revenue projections ending in FY 2041-42, the fixed rate 2020 COP Series A debt service costs, and the need to set money aside to pay for future replacement of the Bankhead's major structural components and building systems, (Attachment 2, Fund Balance Projection), the HCIF fund reserve is projected to be substantially reduced between FY 2028-29 and FY 2035-36. The last few years of the debt service - FY 2036-37 is projected to build back a larger remaining fund balance through FY 2041-42.

As such, staff's recommendation continues to be that all HCIF revenue received beyond that required to cover debt service be held in reserve to ensure that the Bankhead Theater continues to function as a community facility, while minimizing the financial impact to the General Fund.

FISCAL AND ADMINISTRATIVE IMPACTS

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

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Host Community Impact Fee Report
2. Estimated Fund Balance

Prepared by: Erik Peterson
Finance Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

HF&H CONSULTANTS, LLC
Managing Tomorrow's Resources Today

590 Ygnacio Valley Road, Suite 105
Walnut Creek, California 94596
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Marva M. Sheehan, CPA
Robert C. Hilton

January 9, 2024

Tina Olson
Director
Administrative Services
City of Livermore
1052 South Livermore Ave.
Livermore, CA 94550

Subject: Final Report – Altamont and Vasco Road Landfill Host Fee Revenue Projection – FINAL REPORT

Dear Tina Olson:

HF&H Consultants, LLC (HF&H) is pleased to provide the City of Livermore (City) this report and projection of revenues (Projections) from the Altamont Landfill and Resource Recovery Facility's (Altamont) and Vasco Road Landfill's (Vasco) (collectively, the Landfills) host fees (Host Fees) related to the financing of the regional theatre (Regional Theatre).

The Landfill operators pay Host Fees, which are calculated on a per-ton basis, to the City. The Host Fee is collected on every ton of waste disposed at the Landfills throughout the life of the Landfills. Beginning in January 2001, and each January thereafter, the fee (initially twenty-five cents per ton) has been adjusted to reflect the change in the Consumer Price Index (CPI) for the most recent twelve-month period for all urban consumer items in San Francisco, Oakland and Hayward as published by the U.S. Department of Labor Bureau of Labor Statistics. The fees imposed at Altamont are distributed as provided in the "Altamont Settlement Agreement," which also limits the sources of out-of-County waste that can be disposed at Altamont.

HF&H organized this report into the following major sections:

- Executive Summary
- Approach
- Discussion
- Consultant's Opinion

EXECUTIVE SUMMARY

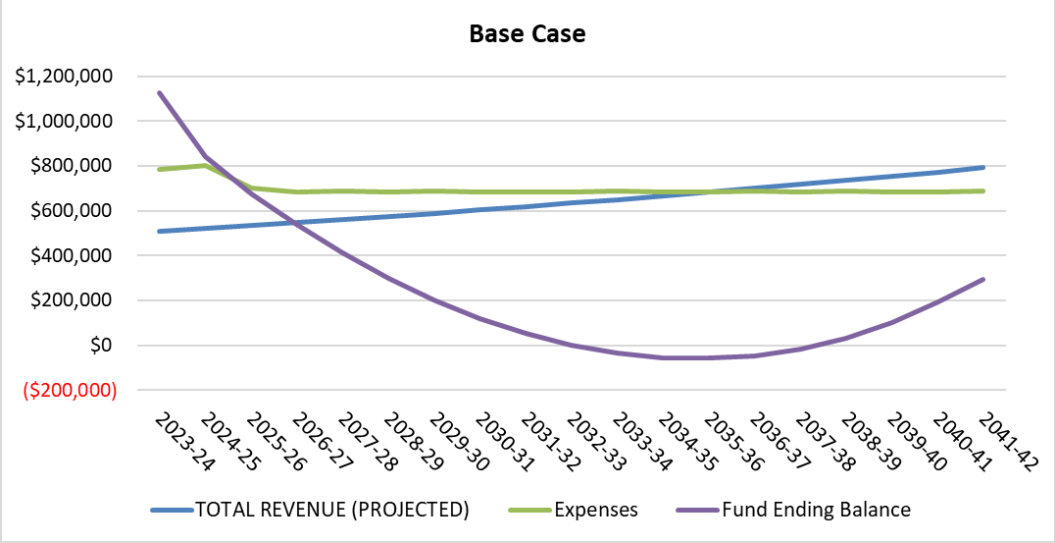
Purpose of Report

The purpose of this report is to present HF&H's projections of revenues the City will receive from Host Fees paid by Altamont and Vasco.

Base Case Projection

In our Base Case Projection, we anticipate a yearly average CPI increase of 2.5%, with no growth expected for both Vasco & Altamont landfills, and annual theater expenses escalated to 2023 dollars from 2012 dollars. Based on the information available to us and referenced in this report and the assumptions and limitations described below, we project that the City of Livermore will receive $12.14 million in Host Fee revenue between the period 2024 and 2042 (See Figure 1 below). At the projected expense levels of the Regional Theatre, this would result in a fund balance of approximately $294,252 for the City by 2042. This surplus occurs after an annual draw down on the fund balance with a negative balance beginning in 2033. The surplus is the result of higher revenues from increases to the host fee rate as a result of projected increases to CPI coupled with reduced projected costs over time.

Figure 1 - Base Case Projection

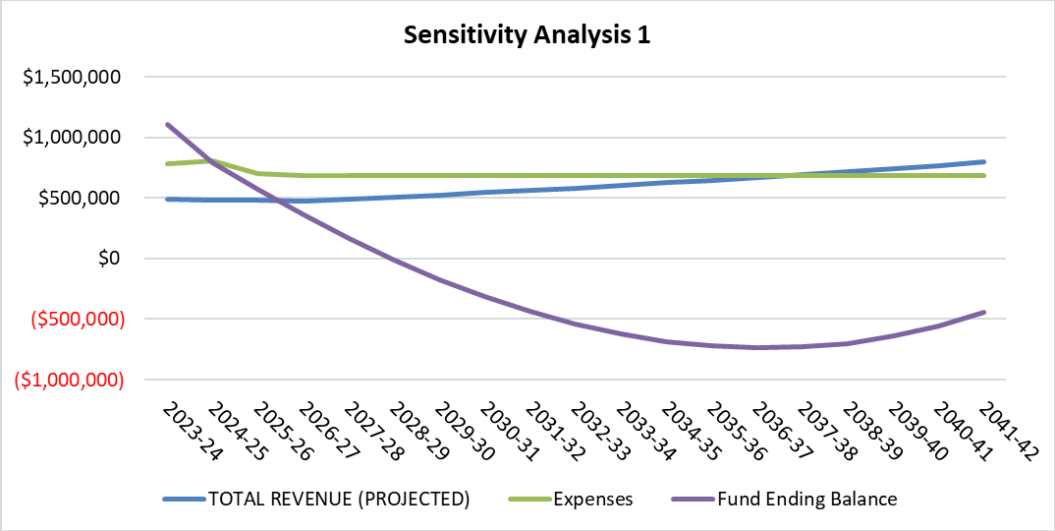


Sensitivity Analyses

Projections of these revenues require us to make assumptions about future events and the actual results may be different than we have assumed in our Base Case Projections. Therefore, in certain cases we have varied our assumptions from those used in the Base Case Projections and project the revenues that result from the revised assumptions.

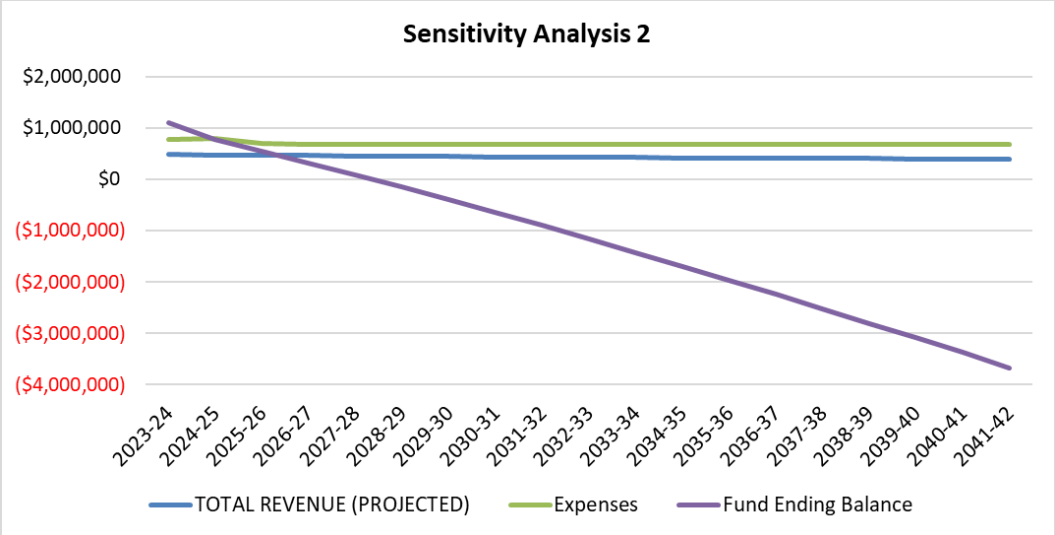
Our Base Case Projections assume that tonnage will continue to flow to both the Altamont and Vasco landfills at the current levels. Modifying our Base Case Projection, we evaluated the potential effects of diversion resulting from SB 1383 on the total tonnage received by landfills. This assumed a decrease in tons of 3.5% a year for the years 2024-2027. We also took into account a resumption of annual tonnage increases once the initial impacts of SB 1383 subside assuming a growth rate of 1% annually resuming in 2028. At 2.5% CPI increase per year, this would generate $11.4 million in revenue, ending with a fund balance of negative $445,894 in 2042, and a negative fund balance beginning in 2028 as seen in Figure 2 below.

Figure 2- Sensitivity Analysis 1



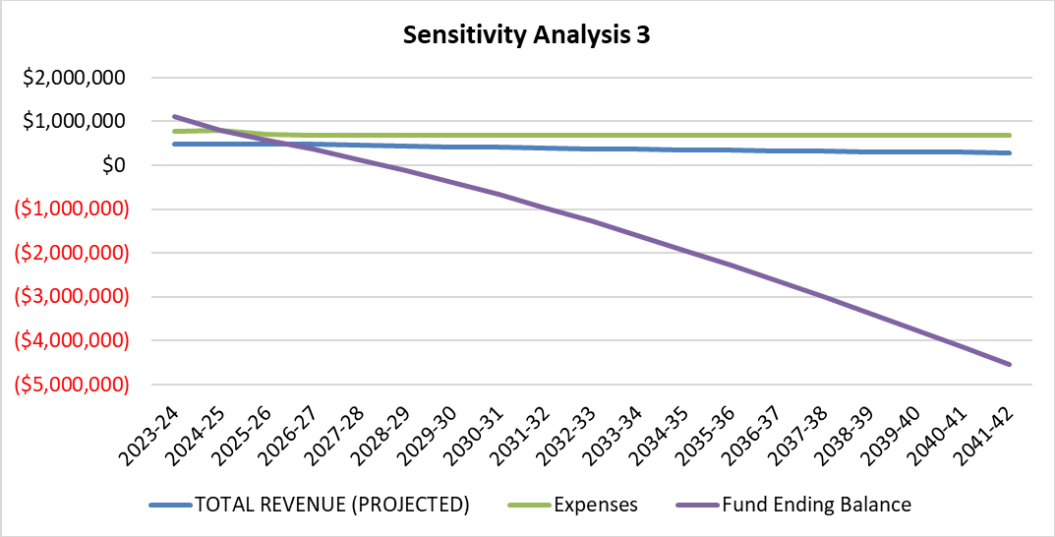
While our Base Case Projection originally considered no growth in tonnage to the landfills, our second sensitivity test adjusted for growth in alignment with the most-recent five-year average of tonnage trends. In this particular instance, both Altamont and Vasco have undergone declines over the past five fiscal years. Adjusting from our Base Case Projection, we utilized a negative 3% growth adjustment for Altamont, and a negative 15% growth adjustment for Vasco. With a 2.5% CPI increase per year, this adjustment is anticipated to generate $8.2 million in revenue, ending with a negative $3.7 million fund balance in 2042, and a negative fund balance beginning in 2028, as seen in Figure 3 below.

Figure 3- Sensitivity Analysis 2



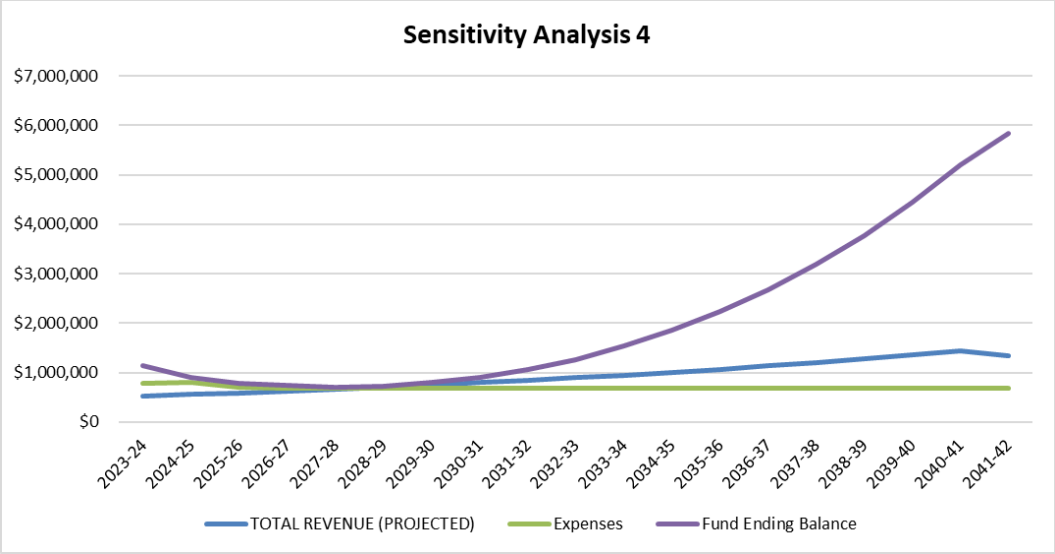
Similar to Sensitivity Analysis #2, we applied negative growth to the landfills, but with a more substantial annual decline in tonnage and factored in the impacts of SB 1383. Adjusting from the Base Case Projection, in this sensitivity Altamont is projected to have negative 5% growth, Vasco is expected to have negative 17.5% growth, and SB 1383 impacts will be incorporated by introducing a slight 3.5% decline in tonnage in years 2024-2027 (similar to Sensitivity Analysis 1). With a 2.5% annual CPI increase, this would generate an estimated $7.3 million in revenue, ending with a negative $4.6 million fund balance in 2042, and a negative fund balance beginning in 2028 as seen in Figure 4 below.

Figure 4- Sensitivity Analysis 3



For the final sensitivity, we tested the assumption in the unlikely event that both landfills experience a steady annual increase in tonnage. Adjusted from our Base Case, we modeled that Altamont & Vasco will experience 3.5% growth in tonnage annually. With a 2.5% annual increase in CPI, this would generate $17.7 million in revenue, ending with a $5.8 million fund balance as seen in Figure 5 below. This scenario is not to be expected as a result of the current downward trend in tonnage along with anticipated increased diversion levels resulting from SB 1383.

Figure 5 - Sensitivity Analysis 4



APPROACH

Procedures Used to Prepare the Report

HF&H performed the calculation of the projected Host Fee revenues for the period from 2023 through 2042. These projections are based on information available to us and referenced in this report from City, county, and state agencies.

Our scope of work was comprised of the following key tasks:

1. The landfill operators provided us with capacity (ultimate, current permitted, and daily) in addition to any anticipated changes to flow of materials or tonnages through 2035 that would be subject to Host Fees.
2. We obtained from the City the conditional use permits and/or other regulations and agreements authorizing the imposition of the Host Fees to determine the materials to which the Host Fees are applied (i.e., solid waste, construction and demolition debris, and special waste), the original amount of the Host Fees, and the methods by which the Host Fee is adjusted annually.
3. We identified the key factors affecting the capacity of the Landfills, the flow of materials to the Landfills, and the adjustment of the Host Fees. We researched reliable sources, such as CalRecycle, the Local Enforcement Agency (LEA), and the Alameda County Waste Management Authority (ACWMA) for assumptions regarding the future values of such factors and used these to calculate the projections.
4. Based on the previous tasks, we performed calculations of the projected Host Fees for the period 2023 through 2042. We then performed certain variance analyses by making alternative assumptions related to the Base Case values for the key factors affecting the projections.

Limitations

All engagements have certain limitations. As with all such projections, our calculations are based on certain assumptions regarding future events and actual results may differ from such assumptions and those differences may be material. While we believe our calculations have been based on reasonable assumptions, we have performed certain variance analyses to show the impact of changes to such assumptions. The most significant factors that could cause actual results to differ from the projections are:

1. The Host Fee is adjusted annually by the change in the Consumer Price Index (CPI) for the most recent 12-month period for all urban consumer items in San Francisco, Oakland and Hayward as published by the U.S. Department of Labor Bureau of Labor Statistics. Future changes to the CPI are speculative and the assumed increases may not be realized.
2. The volumes of material disposed at the Landfills are subject to certain policies (e.g., Alameda County's goal of 75% diversion from landfill disposal), regulations (e.g., Alameda County's ban on the disposal of green waste, California Air Resources Control Board regulations as part of the Assembly Bill 32 Scoping Plan to implement mandatory commercial recycling statewide, State legislation to achieve 75% diversion of materials from landfill disposal statewide), changes in law (e.g., State imposed recycling and diversion requirements, producer product liability, consumer product packaging), economic factors (e.g., employment, population and average income), and market forces (e.g., competing landfills and alternative technologies).
3. The management of landfill disposal sites brings with it certain risks related to the continuation of operations of the landfill resulting from: maintenance and renewal of permits, engineering, construction, and operation of the landfill; changes in regulations; market risks from future competing landfills and technologies; and, force majeure events.

DISCUSSION

Authority for the Fee

Conditional Use Permits for the Landfills require the operator to pay to the City of Livermore a Host Fee which starts at $0.25 per ton for all solid waste disposed at the Landfills. The fee is adjusted annually, beginning January 1, 2001, to reflect the change in the CPI for the most recent 12-month period for all urban consumer items in San Francisco, Oakland and Hayward as published by the U.S. Department of Labor Bureau of Labor Statistics. The fees imposed at Altamont are distributed as provided in the "Altamont Settlement Agreement" which also limits the sources of out-of-County waste that can be disposed at Altamont.

Landfill Capacities and Flow

Altamont

Altamont's current solid waste facility permit allows the operator to accept up to: 11,150 tons per day for disposal; and, 557 refuse vehicles per day. Operating hours are 24 hours per day and the public may deliver waste from 6:00 am to 4:00 pm Monday through Friday. The permit describes Altamont as having 124.4 million tons of design capacity with an estimated closure date of 2070.

From FY 2018-2019 to FY 2019-2020, Altamont's annual solid waste tonnage decreased 8.3%, 0.93% in FY 2020-2021, 0.63% in FY 2021-2022, and 0.06% in FY 2022-2023. This is an average annual decline of 2.48% over that period.

In FY 2022-2023, the solid waste delivered for disposal at Altamont from Alameda County was (98%) and all other sources (2%). In 2011, the solid waste delivered for disposal at Altamont was from Alameda County (63.4%), CCSF (33.2%) and all other sources (3.4%).

Vasco

Vasco's current solid waste facility permit allows the operator to accept up to 2,518 tons per day for disposal. Operating hours are restricted to 6:00 am to 4:00 pm Monday through Saturday. The permit describes Vasco as having 25 million tons (33 million cubic yards at 1,500 pounds per cubic yard) of design capacity with an estimated closure date of 2051.

Since FY 2018-2019, Vasco's annual tonnage has decreased 25.6% in FY 2019-2020, 24.5% in FY 2020-2021, 3.7% in FY 2021-2022, and 8.4% in FY 2022-2023. This decrease continues to trend down, the result being lower Host Fee revenue for the City.

In FY 2022-2023, the solid waste delivered for disposal at Vasco from Alameda County was (75.8%), San Ramon (20.4%) and all other sources (3.8%). 86.6% of the solid waste disposed at Vasco comes from franchised collection operations in the cities of Livermore, Pleasanton, San Leandro, and San Ramon. The remainder of this material is self-hauled by the waste generators.

Base Case Projected Revenues

During the projection period from 2024 to 2042, HF&H projects that 18.4 million tons of waste will be delivered to Altamont and 2.5 million tons of waste will be delivered to Vasco, resulting in Host Fee payments of $10.68 million and $1.46 million respectively for a total of $12.14 million.

Assumptions

1. The City adjusts the Host Fee annually by the change in the CPI. The percentage change is unknown for the projection period 2024 through 2042; therefore, we have assumed an increase of 2.5% per year. In the Base Case and all sensitivities, HF&H has assumed a base Host Fee of $0.46 per ton for Vasco and $0.46 per ton for Altamont for the period of 2023 (the current amount per ton reflected in remittances to the City).
2. HF&H obtained historical solid waste and ADC disposal tonnage by facility from CalRecycle's web-based Disposal Reporting System (DRS). DRS web reports are based upon information reported by permitted facility operators and compiled by County regional agency disposal reporting coordinators. CalRecycle performs accuracy checks and then releases the data in yearly increments. Since DRS contains data from 2019 and earlier, HF&H used CalRecycle's Recycling and Disposal Reporting System (RDRS) for any data after 2019. Altamont and Vasco provided detailed tonnage information broken down by the jurisdiction where the waste was generated. Disposal data from DRS and RDRS was used to forecast incoming tonnage and project the revenue from the Host Fee for 2018 through the most-recently-available time period (Q2 of 2023).

3. Tonnage received by both facilities has been trending downward over the past five years. Additionally, the maturing of solid waste programs related to SB 1383, as well as StopWaste's Mandatory Recycling Ordinance for jurisdictions in Alameda County, indicate that tonnage volumes for solid waste will continue to trend downward.

CONSULTANT'S OPINION

Based on the information, assumptions, and conditions set forth in this report, it is HF&H's opinion that it is reasonable to believe that the City of Livermore will receive $12 million in Host Fee revenue between the period 2024 and 2042, but that other funding sources will be needed to cover costs related to the Regional Theatre. Projections of these revenues require us to make assumptions about future events and the actual results may be different than we have assumed in our Base Case Projections and these differences can be material. Therefore, in certain cases, we have varied our assumptions from those used in the Base Case Projections and project the revenues that result from the revised assumptions as described in this report. Should actual tonnages or CPI figures vary significantly from the projections described in this report, HF&H suggests that the City revise these assumptions and calculate new projections based on the most recent actuals.

Very truly yours,
HF&H CONSULTANTS, LLC

Rob Hilton
President

Fund Balance Projection of HCIF Fund

Fiscal Year	Beginning Fund Balance	Projected Revenues (1)	Annual Debt Service (2)	Estimated Large Replacement Repair Costs (3)	Est. Ending Fund Balance
2023-24 (4)	$1,401,820	$576,308	$508,600	$101,180	$1,368,348
2024-25	1,368,348	519,820	528,800	274,140	1,085,228
2025-26	1,085,228	532,815	547,800	152,300	917,943
2026-27	917,943	546,136	531,300	152,300	780,479
2027-28	780,479	559,789	534,600	152,300	653,368
2028-29	653,368	573,784	532,400	152,300	542,452
2029-30	542,452	588,128	534,700	152,300	443,580
2030-31	443,580	602,832	531,500	152,300	362,612
2031-32	362,612	617,902	532,800	152,300	295,414
2032-33	295,414	633,350	533,500	152,300	242,964
2033-34	242,964	649,184	533,600	152,300	206,248
2034-35	206,248	665,413	533,100	152,300	186,261
2035-36	186,261	682,049	532,000	152,300	184,010
2036-37	184,010	699,100	535,200	152,300	195,610
2037-38	195,610	716,577	532,700	152,300	227,187
2038-39	227,187	734,492	534,500	152,300	274,879
2039-40	274,879	752,854	530,600	152,300	344,833
2040-41	344,833	771,675	531,000	152,300	433,208
2041-42	$433,208	$790,967	$535,500	$152,300	$536,375

(1) Projected Revenues increase annually by CPI of 2.5%
(2) Annual Debt Service ends in FY 2041-42.
(3) Estimated amounts from Repair and Replacement Schedule
(4) Unaudited FY 2023-24 Revenues and Expenses

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Resolution accepting the Canvass of Votes for the November 5, 2024 General Municipal Election.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the canvass of votes as certified by the Alameda County Registrar of Voters for the November 5, 2024 General Municipal Election.

SUMMARY

On November 5, 2024, a general municipal election was held in Livermore to elect a Mayor and two Council Members. The Elections Code requires the City Council to adopt a resolution accepting the canvass of votes before installing new officers.

DISCUSSION

A general municipal election was held in Livermore to elect a Mayor and two Council Members. Livermore coordinates with Alameda County to conduct local elections. The Alameda County Registrar of Voters has certified the election results and provided the City Clerk a copy of the Official Canvass. The Elections Code requires that the city elections official certify the election results to the governing body, which shall declare the results of the election and adopt a resolution reciting the fact of the election before installing new officers.

Voter Registration and Votes Cast

For the Office of Mayor:

Total number of registered voters - 55,727
Total number of votes cast - 44,623
Percentage turnout - 77.30%

District 3 Council Member:

Total number of registered voters -15,101
Total number of votes cast - 11,914
Percentage turnout - 78.90%

District 4 Council Member:

Total number of registered voters - 15,511
Total number of votes cast - 12,511
Percentage turnout - 80.66%

Votes Cast for Offices of Mayor and Council Members

Office	Candidate	Votes Cast
Mayor	John Marchand	33,976
Council Member, District 3	Steven Dunbar	4,255
Council Member, District 3	Jeff Kaskey	3,170
Council Member, District 3	David Farley	2,847
Council Member, District 4	Kristie Wang	6,671
Council Member, District 4	Thomas Soules	4,189

The following persons are elected to the respective office for the terms stated and until their successors are duly elected and qualified:

John Marchand, Mayor - Two-year term
Steven Dunbar, Council Member, District 3 - Four-year term
Kristie Wang, Council Member, District 4 - Four-year term

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts from accepting the canvass of votes.

COMMUNITY PILLAR

5: A City That Works

GOAL

1: Engage effectively with the Mayor and City Council

ATTACHMENTS

1. Resolution
2. Exhibit A - November 5, 2024 Election Certification

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 ACCEPTING CANVASS OF VOTES OF THE GENERAL MUNICIPAL ELECTION ON NOVEMBER 5, 2024.

A general municipal election was conducted in the city of Livermore on Tuesday, November 5, 2024, as required by law.

Notice of the election was legally given, voting precincts were properly established, election officers were appointed and election supplies furnished, and in all respects, the election was conducted and the votes cast were received and canvassed, and the returns were made and declared in the time, form, and manner as required by the general laws of the State of California governing elections in general law cities.

The City Council of the City of Livermore met at the Council Chambers on Monday, December 9, 2024, to receive the canvass of returns of the election from the City Clerk.

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

1. The general municipal election was conducted in the city of Livermore on Tuesday, November 5, 2024, in the time, form, and manner prescribed by law.

2. The whole number of ballots cast in the City of Livermore for Mayor was 44,623

3. The whole number of ballots cast in the City of Livermore for District 3 Council Member was 11,914.

4. The whole number of ballots cast in the City of Livermore for District 4 Council Member was 12,511.

5. The names of the persons voted for, the office each person was voted for, the number of votes given at each precinct to each person, and the number of votes given in the city to each person are shown in the attached Exhibit A, which is hereby received and accepted by the City Council.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that the following persons were elected to the respective offices for the terms stated and until their successors are duly elected and qualified:

John Marchand, Mayor	Two-year Term
Steven Dunbar, Council Member, District 3	Four-year Term
Kristie Wang, Council Member, District 4	Four-year Term

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 9, 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

Exhibit A – Alameda County Certificate of Election Results and Official Canvass

REGISTRAR OF VOTERS
ALAMEDA COUNTY • CALIFORNIA

TIM DUPUIS
REGISTRAR OF VOTERS

CYNTHIA CORNEJO
DEPUTY REGISTRAR OF VOTERS

December 5, 2024

City of Livermore
Debbie Elam, City Clerk
1052 S. Livermore Ave.
Livermore, CA 94550

Dear Debbie Elam:

Enclosed are the Certificate of Election Results and a copy of the Official Canvass for the City of Livermore General Election held on November 5, 2024.

If you have any questions, please contact me at (510) 272-6933.

Sincerely,

Cynthia Cornejo

for Tim Dupuis
Registrar of Voters
Alameda County
Enclosures

1225 FALLON STREET • OAKLAND, CALIFORNIA 94612-4283 • (510) 272-6973 • FAX (510) 272-6982 • TDD (510) 208-4967

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

I, **TIM DUPUIS**, Registrar of Voters for the County of Alameda, State of California, having canvassed the returns of all votes cast in the **City of Livermore** at the General Election held on Tuesday, **November 5, 2024**, do hereby certify the following to be a full, true and correct Statement of the Results of all the votes cast, to which this certificate is attached, at said election for each candidate in the **City of Livermore** for the office of **Mayor**.

I hereby set my hand and my official seal this **5th day** of **December 2024**.



Cynthia Cerezo

TIM DUPUIS
Registrar of Voters
Alameda County
State of California

STATE OF CALIFORNIA }
ss.
COUNTY OF ALAMEDA }

I, **TIM DUPUIS**, Registrar of Voters for the County of Alameda, State of California, having canvassed the returns of all votes cast in the **City of Livermore, Council District 3,** at the General Election held on Tuesday, **November 5, 2024**, do hereby certify the following to be a full, true and correct Statement of the Results of all the votes cast, to which this certificate is attached, at said election for each candidate in the **City of Livermore, Council District 3,** for the office of **City Council Member, District 3**.

I hereby set my hand and my official seal this **5th day** of **December 2024**.



Cynthia Conejo

TIM DUPUIS
Registrar of Voters
Alameda County
State of California

STATE OF CALIFORNIA }
ss.
COUNTY OF ALAMEDA }

I, **TIM DUPUIS**, Registrar of Voters for the County of Alameda, State of California, having canvassed the returns of all votes cast in the **City of Livermore, Council District 4**, at the General Election held on Tuesday, **November 5, 2024**, do hereby certify the following to be a full, true and correct Statement of the Results of all the votes cast, to which this certificate is attached, at said election for each candidate in the **City of Livermore, Council District 4**, for the office of **City Council Member, District 4**.

I hereby set my hand and my official seal this **5th day** of **December 2024**.



Cynthia Cornejo
for **TIM DUPUIS**
Registrar of Voters
Alameda County
State of California

1 Mayor - Livermore

		Registered Voters	Voters Cast	Turnout (%)	JOHN MARCHAND	Over Votes	Under Votes
500110	Election Day	5829	668	11.46 %	510		158
500110	Vote by Mail	5829	3759	64.49 %	2878		881
500110	Youth Voting Election Day	5829	0	0.00 %			
500110	Youth Voting Vote by Mail	5829	0	0.00 %			
500110	Total	5829	4427	75.95 %	3388		1039
500200	Election Day	4300	532	12.37 %	384		148
500200	Vote by Mail	4300	2638	61.35 %	2053	1	584
500200	Youth Voting Election Day	4300	0	0.00 %			
500200	Youth Voting Vote by Mail	4300	0	0.00 %			
500200	Total	4300	3170	73.72 %	2437	1	732
500300	Election Day	3880	320	8.25 %	229		91
500300	Vote by Mail	3880	2693	69.41 %	2117		576
500300	Youth Voting Election Day	3880	0	0.00 %			
500300	Youth Voting Vote by Mail	3880	0	0.00 %			
500300	Total	3880	3013	77.65 %	2346		667
500350	Election Day	4739	431	9.09 %	317		114
500350	Vote by Mail	4739	3435	72.48 %	2585		850
500350	Youth Voting Election Day	4739	0	0.00 %			
500350	Youth Voting Vote by Mail	4739	0	0.00 %			
500350	Total	4739	3866	81.58 %	2902		964
500800	Election Day	4194	410	9.78 %	297		113
500800	Vote by Mail	4194	2749	65.55 %	2065		684
500800	Youth Voting Election Day	4194	0	0.00 %			
500800	Youth Voting Vote by Mail	4194	0	0.00 %			
500800	Total	4194	3159	75.32 %	2362		797
501410	Election Day	1638	191	11.66 %	130		61
501410	Vote by Mail	1638	1067	65.14 %	801		266
501410	Youth Voting Election Day	1638	0	0.00 %			
501410	Youth Voting Vote by Mail	1638	0	0.00 %			
501410	Total	1638	1258	76.80 %	931		327
501420	Election Day	2288	232	10.14 %	172		60
501420	Vote by Mail	2288	1644	71.85 %	1221		423
501420	Youth Voting Election Day	2288	0	0.00 %			
501420	Youth Voting Vote by Mail	2288	0	0.00 %			
501420	Total	2288	1876	81.99 %	1393		483
501610	Election Day	5584	481	8.61 %	351		130
501610	Vote by Mail	5584	4064	72.78 %	3071	1	992
501610	Youth Voting Election Day	5584	0	0.00 %			
501610	Youth Voting Vote by Mail	5584	0	0.00 %			
501610	Total	5584	4545	81.39 %	3422	1	1122

1 Mayor - Livermore

		Registered Voters	Voters Cast	Turnout (%)	JOHN MARCHAND	Over Votes	Under Votes
501900	Election Day	59	6	10.17 %	***	***	***
501900	Vote by Mail	59	29	49.15 %	22		7
501900	Youth Voting Election Day	59	0	0.00 %			
501900	Youth Voting Vote by Mail	59	0	0.00 %			
501900	Total	59	35	59.32 %	27		8
501910	Election Day	4327	423	9.78 %	329		94
501910	Vote by Mail	4327	3006	69.47 %	2324		682
501910	Youth Voting Election Day	4327	0	0.00 %			
501910	Youth Voting Vote by Mail	4327	0	0.00 %			
501910	Total	4327	3429	79.25 %	2653		776
502020	Election Day	3903	347	8.89 %	229		118
502020	Vote by Mail	3903	2897	74.22 %	2224		673
502020	Youth Voting Election Day	3903	0	0.00 %			
502020	Youth Voting Vote by Mail	3903	0	0.00 %			
502020	Total	3903	3244	83.12 %	2453		791
502300	Election Day	3785	314	8.30 %	230		84
502300	Vote by Mail	3785	2604	68.80 %	2070		534
502300	Youth Voting Election Day	3785	0	0.00 %			
502300	Youth Voting Vote by Mail	3785	0	0.00 %			
502300	Total	3785	2918	77.09 %	2300		618
502500	Election Day	5157	596	11.56 %	447		149
502500	Vote by Mail	5157	3006	58.29 %	2294	2	710
502500	Youth Voting Election Day	5157	0	0.00 %			
502500	Youth Voting Vote by Mail	5157	0	0.00 %			
502500	Total	5157	3602	69.85 %	2741	2	859
502740	Election Day	3179	284	8.93 %	199		85
502740	Vote by Mail	3179	2109	66.34 %	1651		458
502740	Youth Voting Election Day	3179	0	0.00 %			
502740	Youth Voting Vote by Mail	3179	0	0.00 %			
502740	Total	3179	2393	75.28 %	1850		543
502900	Election Day	4865	517	10.63 %	363		154
502900	Vote by Mail	4865	3171	65.18 %	2408		763
502900	Youth Voting Election Day	4865	0	0.00 %			
502900	Youth Voting Vote by Mail	4865	0	0.00 %			
502900	Total	4865	3688	75.81 %	2771		917
Total - Election Day		57727	5752	9.96 %	4192		1560
Total - Vote by Mail		57727	38871	67.34 %	29784	4	9083
Total - Youth Voting Election Day		57727	0	0.00 %			
Total - Youth Voting Vote by Mail		57727	0	0.00 %			

1 Mayor - Livermore

		Registered Voters	Voters Cast	Turnout (%)	JOHN MARCHAND	Over Votes	Under Votes
Contest Total		57727	44623	77.30 %	33976	4	10643

*** Indicates vote data was suppressed due to voter privacy settings.

1 Member, City Council, District 3 - Livermore

		Registered Voters	Voters Cast	Turnout (%)	DAVID FARLEY	STEVEN DUNBAR	JEFF KASKEY	Over Votes	Under Votes
500300	Election Day	3880	320	8.25 %	103	86	72		59
500300	Vote by Mail	3880	2693	69.41 %	764	947	633	12	337
500300	Youth Voting Election Day	3880	0	0.00 %					
500300	Youth Voting Vote by Mail	3880	0	0.00 %					
500300	Total	3880	3013	77.65 %	867	1033	705	12	396
500350	Election Day	4739	431	9.09 %	126	118	115	1	71
500350	Vote by Mail	4739	3435	72.48 %	775	1239	935	17	469
500350	Youth Voting Election Day	4739	0	0.00 %					
500350	Youth Voting Vote by Mail	4739	0	0.00 %					
500350	Total	4739	3866	81.58 %	901	1357	1050	18	540
500800	Election Day	4194	410	9.78 %	105	90	126	1	88
500800	Vote by Mail	4194	2749	65.55 %	569	1116	703	7	354
500800	Youth Voting Election Day	4194	0	0.00 %					
500800	Youth Voting Vote by Mail	4194	0	0.00 %					
500800	Total	4194	3159	75.32 %	674	1206	829	8	442
501420	Election Day	2288	232	10.14 %	58	59	73		42
501420	Vote by Mail	2288	1644	71.85 %	347	600	513	4	180
501420	Youth Voting Election Day	2288	0	0.00 %					
501420	Youth Voting Vote by Mail	2288	0	0.00 %					
501420	Total	2288	1876	81.99 %	405	659	586	4	222
Total - Election Day		15101	1393	9.22 %	392	353	386	2	260
Total - Vote by Mail		15101	10521	69.67 %	2455	3902	2784	40	1340
Total - Youth Voting Election Day		15101	0	0.00 %					
Total - Youth Voting Vote by Mail		15101	0	0.00 %					
Contest Total		15101	11914	78.90 %	2847	4255	3170	42	1600

*** Indicates vote data was suppressed due to voter privacy settings.

1 Member, City Council, District 4 - Livermore

		Registered Voters	Voters Cast	Turnout (%)	KRISTIE WANG	THOMAS SOULES	Over Votes	Under Votes
501410	Election Day	1638	191	11.66 %	74	79		38
501410	Vote by Mail	1638	1067	65.14 %	587	319	2	159
501410	Youth Voting Election Day	1638	0	0.00 %				
501410	Youth Voting Vote by Mail	1638	0	0.00 %				
501410	Total	1638	1258	76.80 %	661	398	2	197
501610	Election Day	5584	481	8.61 %	226	183		72
501610	Vote by Mail	5584	4064	72.78 %	2192	1387		485
501610	Youth Voting Election Day	5584	0	0.00 %				
501610	Youth Voting Vote by Mail	5584	0	0.00 %				
501610	Total	5584	4545	81.39 %	2418	1570		557
501900	Election Day	59	6	10.17 %	***	***	***	***
501900	Vote by Mail	59	29	49.15 %	13	11		5
501900	Youth Voting Election Day	59	0	0.00 %				
501900	Youth Voting Vote by Mail	59	0	0.00 %				
501900	Total	59	35	59.32 %	15	13		7
501910	Election Day	4327	423	9.78 %	203	146		74
501910	Vote by Mail	4327	3006	69.47 %	1679	932		395
501910	Youth Voting Election Day	4327	0	0.00 %				
501910	Youth Voting Vote by Mail	4327	0	0.00 %				
501910	Total	4327	3429	79.25 %	1882	1078		469
502020	Election Day	3903	347	8.89 %	118	164		65
502020	Vote by Mail	3903	2897	74.22 %	1577	966	2	352
502020	Youth Voting Election Day	3903	0	0.00 %				
502020	Youth Voting Vote by Mail	3903	0	0.00 %				
502020	Total	3903	3244	83.12 %	1695	1130	2	417
Total - Election Day		15511	1448	9.34 %	623	574		251
Total - Vote by Mail		15511	11063	71.32 %	6048	3615	4	1396
Total - Youth Voting Election Day		15511	0	0.00 %				
Total - Youth Voting Vote by Mail		15511	0	0.00 %				
Contest Total		15511	12511	80.66 %	6671	4189	4	1647

*** Indicates vote data was suppressed due to voter privacy settings.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 13.1**

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Appointment of Vice Mayor for the period of 2024-2025.

RECOMMENDED ACTION

Staff recommends the City Council appoint a Vice Mayor for the period of 2024-2025.

SUMMARY

The City Council has the statutory power to appoint a Council Member as mayor pro tempore, which is the position titled Vice Mayor in Livermore. Staff recommends the City Council appoint a Vice Mayor for the period of 2024-2025.

DISCUSSION

In accordance with the Rules of Procedure, the City Council must deliberate and vote on the selection of a Vice Mayor. In the absence of the Mayor, the Vice Mayor assumes the Mayor's duties and responsibilities for conducting City Council meetings.

In even-numbered years, the Vice Mayor is selected at the City Council meeting where election results are certified. In odd-numbered years, the Vice Mayor is selected in December.

Listed below are the Vice Mayor appointments for the last four years:

2023-2024 Robert W. Carling
2022-2023 Brittni Kiick
2021-2022 Regina Bonanno
2020-2021 Trish Munro
2019-2020 Bob Woerner

FISCAL AND ADMINISTRATIVE IMPACTS

None.

COMMUNITY PILLAR

5: A City That Works.

GOAL

1: Engage effectively with the Mayor and City Council

ATTACHMENTS

Prepared by: Debbie Elam
City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 13.2**

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Council Members Appointments to Intergovernmental Agencies.

RECOMMENDED ACTION

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

SUMMARY

Each year the Mayor appoints Council Members to serve on the various regional boards, commissions, and committees that require City Council representatives. Staff recommends the Mayor appoint Council Members to Intergovernmental Agencies, with the City Council's approval.

DISCUSSION

Each year the Mayor appoints Council Members to serve on the various regional boards, commissions, and committees that require City Council representatives. The City Council's 2022 amendments to its Meeting Rules of Procedure incorporate the statutory requirement that the City Council approve the Mayor's appointments. The attached roster shows existing appointments to intergovernmental agencies.

FISCAL AND ADMINISTRATIVE IMPACTS

No material fiscal or administrative impact results from appointing Council Members to serve on various regional boards, commissions or committees.

COMMUNITY PILLAR

5: A City That Works.

GOAL

1: Engage effectively with the Mayor and City Council

ATTACHMENTS

1. Current Intergovernmental Agencies Appointments

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

City Council Appointments to Intergovernmental Agencies Appointments as of December 3, 2024

Intergovernmental Agency	Delegate	Alternate	Appointing Agency/Authority	Meeting Day/Month	Meeting Time	Staff Liaison	Meeting Location
Alameda County Transportation Commission (ACTC)	John Marchand	Evan Branning	Mayor of Livermore	4th Thursday of the month	2:00 PM	Mallika Ramachandran or Joanna Liu	ACTC Office, 111 Broadway, Suite 800, Oakland CA
Altamont Landfill Community Monitor Committee	Ben Barrientos Member		Mayor of Livermore	Quarterly, 2nd Wednesday (Jan, Apr, July, Oct)	4:00 PM	Judy Erlandson	City of Livermore Maintenance Svcs Center 3500 Robertson Park Rd Livermore CA
Altamont Landfill Open Space Account Advisory Committee	Robert Carling Member		Mayor of Livermore appoints 1 member. 1 member each appointed by Board of Supervisors, Pleasanton City Council & Sierra Club. City of Dublin as non-voting member.	Bi-monthly (Jan, March, May, July, Sept, Nov) – 3rd Friday of the month, 12:30 pm to 2:30 p.m.	12:30 pm. to 2:30 pm	Steve Riley and Jennifer Ackerman	Alameda Co Community Development Agency 224 W Winton Ave, Rm 111 Hayward, CA
Altamont Regional Traffic Authority	John Marchand	Brittni Kiick	Mayor of Livermore	At least one regular meeting each year, date and time per resolution.		Mallika Ramachandran or Joanna Liu	
Association of Bay Area Governments (ABAG) General Assembly	Evan Branning	Ben Barrientos	Mayor of Livermore	3rd Tuesday of every month. General Conference, as announced, 1 day program (Additional meetings, as announced)	7:00 p.m.	Steve Riley	Bay Area Metro Center, 375 Beale Street, San Francisco, CA

City Council Appointments to Intergovernmental Agencies Appointments as of December 3, 2024

Intergovernmental Agency	Delegate	Alternate	Appointing Agency/Authority	Meeting Day/Month	Meeting Time	Staff Liaison	Meeting Location
*Ava (formerly known as East Bay Community Choice Energy JPA (EBCE JPA)	Ben Barrientos	Evan Branning	Mayor of Livermore	3rd Wednesday of the month, 6:00 p.m.	6:00 p.m.	Tricia Pontau	Cal State East Bay, The Oakland Center Lake Merritt Room (in the Transpacific Center), 1000 Broadway, Suite 109, Oakland, CA 94607
Intergovernmental Committee (City / LARPD / LVJUSD)	Evan Branning	Ben Barrientos	Mayor of Livermore	Bi-monthly - next date set at end of meeting		Marie Weber	
League of California Cities East Bay Division (LOCC)	Evan Branning	Robert Carling	Mayor of Livermore	Regular Meetings 4th Thursday of each month, 7:00 p.m.	Varies, as announced	Marie Weber	Varies, as announced
Livermore-Amador Valley Transit Authority (LAVTA) (Wheels)	Evan Branning & Brittni Kiick	John Marchand	Mayor of Livermore appoints 2 members. Mayor of each city member jurisdiction appoints two elected officials from it's governing body (delegate and alternate)	1st Monday of the month, 4:00 p.m.	4:00 p.m.	Mallika Ramachandran or Joanna Liu	LAVTA Administrative Office, 1362 Rutan Court, Suite 100, Livermore CA
*Livermore Amador Valley Water Management Agency (LAVWMA) JPA	Robert Carling & Evan Branning	John Marchand	Mayor of Livermore appoints 2 members. Two appointed officials from each member agency. Member agencies: Dublin San Ramon Services District, City of Livermore, City of Pleasanton	Quarterly; 3rd Wed of February, May, August, November, 6:00 p.m.	6:00 p.m.	Anthony Smith	Dublin San Ramon Services District Board Room, 7051 Dublin Blvd, Dublin CA 94568

City Council Appointments to Intergovernmental Agencies Appointments as of December 3, 2024

Intergovernmental Agency	Delegate	Alternate	Appointing Agency/Authority	Meeting Day/Month	Meeting Time	Staff Liaison	Meeting Location
Livermore Cultural Arts Council (LCAC)	John Marchand	Evan Branning	Mayor of Livermore	Monthly, 1st Wed of month, except July.	7:00 p.m.	Theresa De La Vega	Robert Livermore Community Center (RLCC) or Zoom
Livermore Downtown Inc (LDI)	Evan Branning	Robert Carling	Mayor of Livermore	3rd Tuesday of the month		Brandon Cardwell	
Livermore-Dublin City Council Liaison Committee	John Marchand	Ben Barrientos	Mayor of Livermore	As needed		Marie Weber	
Livermore-Pleasanton City Council Liaison Committee	John Marchand	Robert Carling	Mayor of Livermore	As needed		Marie Weber	
Livermore-Pleasanton Fire Department JPA (LPFD JPA)	John Marchand	Brittni Kiick	Mayor of Livermore appoints 2 Board Members from the City Council to the Board of Directors as part of the Livermore-Pleasanton Fire Department Joint Powers Authority	As needed	Varies, as needed	Marie Weber	Livermore-Pleasanton Fire Department Headquarters, Fire Chief's Conference Room, 3560 Nevada Street, Pleasanton, CA 94566

City Council Appointments to Intergovernmental Agencies Appointments as of December 3, 2024

Intergovernmental Agency	Delegate	Alternate	Appointing Agency/Authority	Meeting Day/Month	Meeting Time	Staff Liaison	Meeting Location
Livermore Valley Chamber of Commerce Liaison	John Marchand		Mayor of Livermore	4th Wednesday of the month, 8:00 a.m.	8:00 AM	Brandon Cardwell	
Stockmen's Association Liaison	John Marchand		Mayor of Livermore	As needed			
Sister Cities Committee - Yotsukaido, Japan	John Marchand	Evan Branning	Mayor of Livermore			N/A	
Sister Cities Committee - Quezaltenango, Gutemala	John Marchand	Ben Barrientos	Mayor of Livermore			N/A	
Sister Cities Committee - Snezhinsk, Russia	John Marchand	Robert Carling	Mayor of Livermore			N/A	

City Council Appointments to Intergovernmental Agencies Appointments as of December 3, 2024

Intergovernmental Agency	Delegate	Alternate	Appointing Agency/Authority	Meeting Day/Month	Meeting Time	Staff Liaison	Meeting Location
StopWaste.Org (ACWMA and The Alameda County Source Reduction and Recycling Board)	Robert Carling	Brittni Kiick	Mayor of Livermore	Regular meetings, 4th Wednesday of month, 3:00 p.m. Subcomm 2nd Thurs of month, time varies	3:00 p.m.	Judy Erlandson, Tricia Pontau	
Tri-Valley Cities Council	Mayor and all Council Members		Mayor of Livermore	Quarterly		Marie Weber	
Tri-Valley Community Television Corporation (TVCTV)	Paul Spence	Marianna Marysheva		As needed		Marie Weber	
Tri-Valley Council - Affordable Housing Committee (TVAHC)	Robert Carling	Ben Barrientos		Quarterly		Fran Reisner, Josh Thurman	Rotation order between cities; Danville, San Ramon, Dublin, Pleasanton, Livermore
Tri-Valley-San Joaquin Valley Regional Rail Authority (Valley Link)	John Marchand		Mayor of Livermore			Mallika Ramachandran	

City Council Appointments to Intergovernmental Agencies Appointments as of December 3, 2024

Intergovernmental Agency	Delegate	Alternate	Appointing Agency/Authority	Meeting Day/Month	Meeting Time	Staff Liaison	Meeting Location
Tri-Valley Transportation Council (TVTC)	Brittni Kiick	Ben Barrientos & rest of Council	Mayor of Livermore Per the JPA. Member agencies; County of Alameda, County of Contra Costa, City of Livermore, City of Pleasanton, City of San Ramon, City of Dublin, City of Danville	Quarterly, 3rd Monday of the month	4:40 p.m.	Mallika Ramachandran or Joanna Liu	Zoom
Tri-Valley Water Liaison Committee/Agencies Round Table Liaison Committee (Zone 7)	Robert Carling & John Marchand	Brittni Kiick	Mayor of Livermore	Quarterly when mutually agreed upon by the participating agencies.		Anthony Smith	Zone 7 Office, 100 North Canyons Parkway, Livermore CA 94551
Zone 7 Intergovernmental Liaison Committee	Robert Carling	John Marchand	Mayor of Livermore	As needed		Anthony Smith	Zone 7 Office, 100 North Canyons Parkway, Livermore CA 94551
***NOTE:** For scheduling purposes - AVA (formerly EBCE) and LAVWMA both have meetings on the 3rd Wednesday of the month							

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 13.3**

DATE: December 9, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Appointment of Council Members to the City Council Subcommittee on Advisory Bodies for the period of January 1, 2025 - June 30, 2025.

RECOMMENDED ACTION

Staff recommends the Mayor appoint two Council Members to serve on the City Council Subcommittee on Advisory Bodies for the period of January 1, 2025 - June 30, 2025, with the City Council's approval.

SUMMARY

Applicants for vacancies on Livermore's advisory bodies are interviewed by a two-member subcommittee of the City Council before being recommended for appointment by the full City Council. Two Council Members are needed to serve on the interview subcommittee for the period of January 1, 2025 - June 30, 2025.

DISCUSSION

The City Council has established nine standing advisory bodies comprised of more than seventy volunteers. To serve on an advisory body, community members apply for vacancies and are interviewed by a subcommittee of the City Council. The City Council Subcommittee on Advisory Bodies ("Subcommittee") is a two-member subcommittee of the City Council appointed by the Mayor with the City Council's approval, and which is tasked with interviewing applicants for Livermore's advisory boards, commissions, and committees. Membership on this standing City Council subcommittee rotates among Council Members who are appointed for staggered terms, if possible, to ensure that at least one member has prior experience on the subcommittee. Recruitment for advisory body vacancies is managed by the City Clerk's Office and interview nights are scheduled as needed to fill vacancies throughout the year.

Serving in six-month increments, the Subcommittee conducts interviews and recommends appointments for confirmation by the full City Council. The exception to this policy are applicants for the Planning Commission who are interviewed by the full City Council.

Two Council Members are needed to serve on the Subcommittee for the period of January 1, 2025 -

June 30, 2025. Previous appointments are listed below:

Year	January 1 - June 30	July 1 - December 31
2024	CM Barrientos	Mayor Marchand
	CM Kiick	CM Kiick
2023	CM Carling	CM Barrientos
	CM Branning	CM Carling
2022	CM Kiick	Mayor Woerner
	VM Bonanno	VM Bonanno
2021	CM Carling	VM Munro
	VM Munro	CM Kiick
2020	CM Munro	Mayor Marchand
	CM Coomber	CM Carling
2019	Mayor Marchand	CM Woerner
	CM Woerner	CM Munro

Upon appointment by the Mayor, the City Clerk's Office will coordinate with the Subcommittee members to reserve several evenings to facilitate upcoming interview sessions.

FISCAL AND ADMINISTRATIVE IMPACTS

None.

COMMUNITY PILLAR

5: A City That Works.

GOAL

2: Engage effectively with the City's Advisory Bodies

ATTACHMENTS

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 16.1**

DATE: December 9, 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	Confirm Advisory Body appointments to the Human Services Commission and the Livermore Housing Authority, and direct the City Clerk to administer the oath of office. Material: PowerPoint Presentation
5.8	Resolution accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City's grant request, finding the acquisitions of the Quint Property is categorically exempt from CEQA, authorizing the City Manager to enter into Purchase and Sale Agreements for open space land, and appropriate funds for the acquisition of the Quint Property (41 acres - APNs: 99B-5300-2-13, 99B-5450-10-3). Material: Public Comment
7.1	Resolution accepting the Canvass of Votes for the November 5, 2024 General Municipal Election. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Helena Graves
Deputy City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



Confirmation of Advisory Body Appointments

December 9, 2024
Presented by Debbie Elam, City Clerk

CITY OF LIVERMORE CALIFORNIA

1

Human Services Commission 2 Vacancies
Appointment to an unexpired term ending November 1, 2026

- Jagdish Girimaji

Appointment to an unexpired term ending November 1, 2028

- Justin Probert

Livermore Housing Authority 2 Vacancies (1 Tenant, 62 Years Old+)
Reappointment to a regular term ending January 1, 2029

- Karen Hutchinson

Appointment to an unexpired term ending January 1, 2027 (Tenant, 62 Years Old+)

- Adam Talarman

CITY OF LIVERMORE CALIFORNIA

2

Helena Graves

From: Jean King [redacted]
Sent: Sunday, December 8, 2024 8:36 PM
To: City Clerk
Cc: Jean King
Subject: Comments for Item 5.8 on Council Meeting December 9, 2024

[redacted]

5.8
I am not able to attend the council meeting on December 9, 2024 but wish to make the following comment for item 5.8.

It is important to preserve open space. It is equally important to preserve the open space in perpetuity with conservation easements and endowments for long-term stewardship of the easements.

There are many reasons to protect open space and several important ones will apply to this property:
• Maintain and enhance biological diversity
• Support climate resilience and mitigation programs
• Preserve scenic value
• Manage watershed and address flood control

According to the Staff Report, this is what the City is planning to do with the Quint. Thank you.

I endorse the purchase of the property and look forward to the establishment of a conservation easement on the property with longterm stewardship.

Thank you.
Jean King
Livermore



Resolution Accepting Canvas of Votes for the November 5, 2024 General Municipal Election

Presented by Debbie Elam, City Clerk

LIVERMORE CALIFORNIA

1

November 5, 2024 - Votes Cast

Votes Cast for Offices of Mayor and Council Members

Office	Candidate	Votes Cast
Mayor	John Marchand	33,976
Council Member, District 3	Steven Dunbar	4,255
Council Member, District 3	Jeff Kaskey	3,170
Council Member, District 3	David Farley	2,847
Council Member, District 4	Kristie Wang	6,671
Council Member, District 4	Thomas Soules	4,189

The following persons are elected to the respective office for the terms stated and until their successors are duly elected and qualified:

John Marchand, Mayor - Two-year term
Steven Dunbar, Council Member, District 3 - Four-year term
Kristie Wang, Council Member, District 4 - Four-year term

LIVERMORE CALIFORNIA

2

Recommendation

Staff recommends the City Council adopt a resolution accepting the canvass of votes as certified by the Alameda County Registrar of Voters for the November 5, 2024 General Municipal Election.

LIVERMORE CALIFORNIA

3

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	12/2/2024	Livermore-Amador Valley Transit (LAVTA) (Wheels)	Board meeting and Closed Session	Received Financial and Operations reports. Closed session on Executive Director performance and salary.
Mayor Marchand	12/3/2024	Livermore Valley Winegrowers Association	Annual Holiday Dinner	Holiday Dinner program.
Mayor Marchand	12/4/2024	Chamber of Commerce	Business Alliance	Provided City Report and heard Chamber updates.
Mayor Marchand	12/5/2024	City of Livermore	TV 30 Mayor's Report	Provided an update on City activities.
Mayor Marchand	12/5/2024	Alameda County Transportation Commission (Alameda County CTC)	Commission meeting	Approved Livermore Rail safety construction, and Comprehensive Financial Report. Approved recruitment brochure and recognized departing commissioners.
Mayor Marchand	12/6/2024	San Joaquin Regional Rail Commission	Commission Meeting	Approved contract for services, closed session on performance and compensation for the Executive Director and the General Counsel.
Mayor Marchand	12/7/2024	City of Livermore	Holiday Sights and Sounds parade	This was the largest parade crowd I have ever seen.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Vice Mayor Carling	12/4/2024	i-GATE	Board meeting

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Council Member Branning	12/2/2024	Livermore Amador Valley Transportation Authority (LAVTA)	Board Meeting