LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, DECEMBER 12, 2022

VIRTUAL REGULAR MEETING – 7:00 PM

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

TELECONFERENCE INFORMATION:
ZOOM WEBINAR:
ATTENTION: Zoom update requirements found at the bottom of the agenda
https://us02web.zoom.us/j/85767913303

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 857 6791 3303

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

TV29:
Comcast TV Channel 29
tv29.org

Bob Woerner, Mayor
Regina Bonanno, Vice Mayor
Robert W Carling, Council Member
Brittni Kiick, Council Member
Trish Munro, Council Member

1. CLOSED SESSION - NONE.

2. CALL TO ORDER

ROLL CALL

Council Member Robert W. Carling
Council Member Brittni Kiick
Council Member Trish Munro
Vice Mayor Regina Bonanno
Mayor Bob Woerner

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Presentation of Proclamations to Outgoing Council Members

3.2 Proclamations for departing City Council Members from Senator Glazer.

3.3 Proclamations for departing City Council Members from Supervisor Haubert.

4. OPEN FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.
- Please log into Zoom to provide verbal public comment during the City Council Meeting.
- 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.

4.1 Public Comment received.
Attachments:
1. Public Comment Received

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 use the raise hand feature. 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).

5.1 Approval of draft minutes - November 14, 2022 Regular Meeting, November 21, 2022 Special Closed Session Meeting, and November 28, 2022 Regular Meeting.

Recommendation:

Staff recommends the City Council approve the draft minutes.

Staff Report
Attachments:
1. 2022-11-14 Draft Regular Meeting Minutes
2. 2022-11-21 Draft Special Closed Session Meeting Minutes
3. 2022-11-28 Draft Regular Meeting Minutes

5.2 **Adoption of an ordinance** revising and amending Section 4.06.140 (Temporary Signs) Chapter 4.06 (Sign Standards) in the Livermore Development Code to restrict the display of temporary signs in the public right-of-way, clarify the event date, and reaffirm that signs violating the ordinance will be removed and confiscated.

Recommendation:
Staff recommends City Council adopt an ordinance revising and amending Section 4.06.140 (Temporary Signs) Chapter 4.06 (Sign Standards) in the Livermore Development Code to restrict the display of temporary signs in the public right-of-way, clarify the event date, and reaffirm that signs violating the ordinance will be removed and confiscated.

Staff Report
Attachments:
1. Ordinance

5.3 Resolution authorizing acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the 2022 Stream Maintenance by Contractors, Project 2022-23.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the 2022 Stream Maintenance by Contractors Project 2022-23 and authorize the City Manager to sign the Notice of Completion, a copy of which is attached as Exhibit A to the resolution.

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 Granada Channel Pipe Replacement at Union Pacific Railroad (UPRR), Project 2020-35.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the Granada Channel Pipe Replacement at UPRR, Project 2020-35 and authorizing the City Manager to sign the Notice of Completion, a copy of which is attached as Exhibit A to the resolution.

Staff Report

Attachments:

1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion 2020-35

5.5 Resolution authorizing the City Manager to execute a first amendment to the agreement with Quincy Engineering, for on-call engineering services, increasing the total not-to-exceed amount to $1,250,000 and extending the term of the agreement to February 10, 2025.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the agreement with Quincy Engineering for on-call engineering services. The First Amendment extends the term of the agreement until February 10, 2025 and increases the not-to-exceed contract amount from $600,000 to a total of $1,250,000.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - First Amendment to Engineering Services Agreement

5.6 Resolution authorizing the City Manager to execute a First Amendment to the agreement with Schaaf & Wheeler for on-call engineering services, increasing the not-to-exceed amount to $500,000 and extending the term of the agreement two additional years to December 31, 2024.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a First Amendment to the agreement with Schaaf & Wheeler for on-call engineering services. The First Amendment extends the term of the agreement until December 31, 2024 and increases the not-to-exceed amount from $300,000 to a total of $500,000.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - First Amendment to Engineering Services Agreement

5.7 Resolution authorizing the execution of an agreement with Milliken Services, LLC in an amount not-to-exceed $668,678 to replace carpet and flooring throughout the City Hall building.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with Milliken Services, LLC to replace carpet and flooring throughout the City Hall building in an amount not-to-exceed $668,678.

Staff Report

Attachments:
1. Omnia Cooperative Purchasing Contract
2. Resolution
3. Exhibit A - Milliken Services, LLC Agreement

5.8 Resolution authorizing execution of an amendment to the disposition, development, and loan agreement with Satellite Affordable Housing Associates and Interfaith Housing, Inc. for development of the Pacific Avenue Senior housing site.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute, on behalf of the City of Livermore, the first amendment to Disposition Development and Loan Agreement with Satellite Affordable Housing Associates and Interfaith Housing, Inc., for development of the Pacific Avenue Senior housing site, that is attached as Exhibit A to the proposed resolution for this item, and all other documents necessary to implement that agreement.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - First Amendment to the DDLA

5.9 Resolution making findings regarding the continuing need for unexpended balances of Development Impact Fees as of June 30, 2022 and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2021-22.

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, 2022 and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2021-22.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Annual Report of Development Fee and Connection Fee Revenues and Expenditures Fiscal Year 2021-22

5.10 Resolution accepting annual special tax and bond accountability reports for Fiscal Year 2020-21 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 2020-21 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

5.11 Update on Host Community Impact Fee Reserve Policy.

Recommendation:
Staff recommends City Council receive the update.

Staff Report
Attachments:
1. HFH 2012 Host Community Impact Fees Report
2. HCIF Projected Revenues vs. Actual Revenues
3. Estimated Replacement Costs for Bankhead Theater
4. Projected Fund Balance

5.12 Resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

Recommendation:
Staff recommends City Council adopt a resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

Staff Report
Attachments:
1. Resolution

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 8, 2022 General Municipal Election and an ordinance adopting Measure P approved by the voters.

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 8, 2022 General Municipal Election, and adopt the ordinance approved by the voters as Measure P.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - November 8 2022 Election Certification
3. Exhibit B - Ordinance Adopting Measure P

8. ADJOURNMENT - Adjournment sine die.

9. DELIVERY OF CERTIFICATES OF ELECTION AND ADMINISTRATION OF OATH OF OFFICE TO:
JOHN MARCHAND - MAYOR
EVAN BRANNING - DISTRICT 1
BEN BARRIENTOS - DISTRICT 2

10. CALL TO ORDER

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

11. PROCLAMATIONS AND PRESENTATIONS

11.1 Presentation to Incoming Council Members.

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.
- To provide public comment virtually, please log into Zoom and use the 'raise hand' feature.
- 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 2022-2023.

Recommendation:
Staff recommends the City Council appoint a Vice Mayor for the period of 2022-2023.

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. Intergovernmental Agency Roster

13.3 Appointment of Council Members to the City Council Subcommittee on Advisory Bodies for the period of January 1 - June 30, 2023.

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 - June 30, 2023, with the City Council's approval.

Staff Report

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

15. ADJOURNMENT

To a Regular City Council meeting on Monday, January 9, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

WELCOME AND FAREWELL RECEPTION IMMEDIATELY FOLLOWING COUNCIL MEETING

16. SUPPLEMENTAL MATERIALS

16.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

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

HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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 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 submit a comment using Zoom, you may use the 'raise hand' feature. You should be aware 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 questions from the City Council and a presentation by the applicant. The Mayor will then open the hearing to the public and offer an opportunity for public comments. You may use the 'raise hand' feature in Zoom and take 3 minutes to make your comments.

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 Virtual 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 4PM the day of the meeting. These items will NOT be read into the record and are viewable by the 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 using Zoom, you may use the 'raise hand' feature. You should be aware 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 or Comcast Channel 29

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

Zoom Webinar: https://us02web.zoom.us/j/85767913303
It is recommended residents use updated software to successfully join and participate in a meeting. Outdated versions may limit functionality and you may not be able to provide a public comment virtually. To download the most current version, visit zoom.us/download.

Zoom dial in phone number:
1 669 900 6833
Meeting ID: 857 6791 3303

If you would like to deliver written materials to the City Council as part of their electronic comments during a meeting, the speaker must identify that intent in his or her comment submitted and immediately email the materials to the City Clerk at cityclerk@LivermoreCA.gov.

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.

Debbie Elam

From: mike.feighne[redacted]
Sent: Wednesday, December 7, 2022 9:30 PM
To: Cityclerk - Livermore
Cc: [redacted]
Subject: 5 Issues for Change/Proposals Next City Council Meeting

1. Repaving streets in the Monticello Tract: Turino Street and others were first paved in 1994…reworked in August 2008, poorly done, missed in many places, and done so thinly in places, the old pavement is showing through, cracks in pavement are allowing growth of weeds. The streets on the north side of E. Jack London Blvd are equally in disrepair. Murrieta Blvd is full of deep cracks and potholes.

2. We pay extra in our property taxes for maintenance for lawn, trees, and hedges along the south side of East Jack London Blvd between the Livermore School District Offices and Las Positas Elementary School. Sidewalk is pushed up by tree roots; lawn is a forest of dandelions; trash is thrown behind the hedges.

3. Our neighborhood (Monticello Tract) has street sweeping scheduled for the fourth Monday of any given month. On Turino Street at least a dozen vehicles remain parked in the street forcing the street sweeper bypass those sections of the street. Other cities have posted "No Parking" signs for the days and hours of the scheduled street sweeping.

4. Angled parking of many streets downtown is hazardous; we cannot see well enough in either direction to back out safely when we park between two trucks or SUV's. When making a left or right turn, we need to pull far out into the middle of the street to see if traffic is approaching,

5. Many of our streets are poorly lit at night…some are completely dark, example G Street….on Turino Street two light poles are too far apart. There are large dark areas at night between distant light poles.

Mike Correll-Feichtner (Formerly Mike Feighner)
Livermore, California, Alameda County
[redacted]

LIVERMORE
CALIFORNIA

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

DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of draft minutes - November 14, 2022 Regular Meeting, November 21, 2022 Special Closed Session Meeting, and November 28, 2022 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2022-11-14 Draft Regular Meeting Minutes
2. 2022-11-21 Draft Special Closed Session Meeting Minutes
3. 2022-11-28 Draft Regular Meeting Minutes

Prepared by: Marie Weber
City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
NOVEMBER 14, 2022

REGULAR MEETING

1. CLOSED SESSION - None

2. CALL TO ORDER - The meeting of the City Council was called to order by Mayor Bob Woerner at 7:00 pm, held via teleconference using Zoom and YouTube.

ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno and Council Members Robert W. Carling and Trish Munro
Absent: Council Member Brittni Kiick

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring November 2022 as National Native American Heritage Month presented to Tina Henson with Livermore American Indian Center.

Recommendation: Staff recommended City Council proclaim November 2022 as National Native American Heritage Month.

Council Member Munro presented the proclamation to Program Specialist Tina Henson

3.2 Historic Preservation Commission annual update presented by Chair Vic Avila.

Recommendation: Staff recommended City Council receive the Historic Preservation Commission annual update.

Historic Preservation Commission Vice Chair Michelle Setchell provided the annual update.

3.3 Confirmation of Advisory Body appointments to the Beautification Committee, Commission for the Arts, Human Services Commission, and Livermore Housing Authority, and direct the City Clerk to administer the oath of office.

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

Beautification Committee

Tania M Panarello to an unexpired term ending June 1, 2024.

Commission for the Arts

Monya Lane to a regular term ending January 1, 2027.
Robert Gausman to a regular term ending January 1, 2027.
Cathleen de Ornelas to a regular term ending January 1, 2027

Human Services Commission

Elizabeth McWhorter to an unexpired term ending November 1, 2023.
Umashankar S Meda to an unexpired term ending November 1, 2023.

Livermore Housing Authority

Heather I Casey was reappointed to a regular term ending January 1, 2027 – tenant

Christine Stuart was reappointed to a regular term ending January 1, 2027 – tenant – 62 years

Mark Palajac was reappointed to a regular term ending January 1, 2027 – at large

Parag Vaishampayan was reappointed to a regular term ending January 1 2027 – at large

Deputy City Clerk Debbie Elam presented the staff report.

Mayor Woerner opened the public comment period.

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

ON THE MOTION OF VM BONANNO, SECONDED BY CM CARLING, AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL CONFIRMED THE APPOINTMENTS.

City Clerk Marie Weber will administer the oath of office at a later date.

3.4 Presentation from East Bay Community Energy (EBCE) presented by JP Ross, Vice President of Local Development, Electrification, and

Innovation.

Recommendation: Staff recommended the City Council receive an update from East Bay Community Energy about local development programs available to EBCE member jurisdictions.

JP Ross, Vice President of Local Development, Electrification, and Innovation presented the update

3.5 Update on drought and water conservation presented by Water Resources Division Manager, Anthony Smith and California Water Service Company.

Recommendation: Staff recommended the City Council receive an update on the City's efforts to address the current drought, including steps taken to conserve water and to educate other residential and commercial users on water conservation.

Water Resources Division Manager Anthony Smith and Anthony Meyer with the California Water Service Company gave the presentation.

3.6 Livermore Airport Development and Hangar Waitlist Policy Updates.

Recommendation: Information only. No action from Council is recommended.

Acting Airport Manager Sean Moran presented the updates.

4. CITIZENS FORUM

Mayor Woerner opened the public comment period.

Alan Burnham, provided a comment.

Hayden Sidun, provided a comment.

Linda Ryan, provided a comment.

Kenneth Do, provided a comment.

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

5. CONSENT CALENDAR

Item 5.2 was removed from the Consent Calendar for separate discussion and action.

Mayor Woerner opened the public comment period for Consent Calendar Items 5.1, and 5.3-5.8.

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

ON THE MOTION OF VM BONANNO, SECONDED BY CM MUNRO, AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR WITH THE EXCEPTION OF ITEM 5.2.

Mayor Woerner opened the public comment period for Consent Calendar Item 5.2

Alan Burnham, provided a comment

Alan Marling, provided a comment.

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

ON THE MOTION OF CM CARLING, SECONDED BY VM BONANNO, AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 5.2

5.1 Resolution 2022-178 authorizing the City Manager to execute an agreement with Tyler Technologies, Inc for Enterprise Resource Planning Software to replace the City of Livermore's financial and human resources software in an amount not-to-exceed $1,995,868.

Recommendation: Staff recommended that City Council adopt a resolution authorizing the City Manager to execute an agreement with Tyler Technologies, Inc (Tyler) for Enterprise Resource Planning software (ERP) to replace the City of Livermore's (the City) dated financial and human resources system.

5.2 Resolution 2022-179 authorizing execution of the first amendment to the agreement with Street Plans for the East Avenue Corridor Study Phase II project to pilot multiple intersection improvements, extend the term to June 30, 2024 and increase the not-to-exceed amount from $198,000 to
$496,200.

Recommendation: Staff recommended that the City Council adopt a resolution authorizing the City Manager to execute the First Amendment to the Professional Services Agreement with Street Plans for the East Avenue Corridor Study Phase II project and all other necessary documents to implement that agreement.

5.3 Resolution 2022-180 authorizing an increase in the construction contract change order allowance by $237,441 to a cumulative not-to-exceed amount of $588,141 for the Livermorium Plaza at Mills Square Park, Project No. 2014-36; and authorizing the acceptance for permanent maintenance and release of the security bonds for the Livermorium Plaza at Mills Square Park Project.

Recommendation: Staff recommended the City Council adopt a resolution:
1. Authorizing an increase in the construction contract change order allowance by

$237,441 to a cumulative not to exceed amount of $588,141 for the Livermorium Plaza at Mills Square Park, Project No. 2014-36; and

2. Authorizing the acceptance for permanent maintenance and release of the security bonds for the Livermorium Plaza at Mills Square Park Project. The City Manager is authorized to sign the Notice of Completion, a copy of which is attached as Exhibit A and incorporated by this reference.

5.4 Resolution 2022-181 approving an amendment to the City of Livermore Salary Plan to reflect market equity adjustments for Water Resources Mechanic I and Water Resources Mechanic II.

Recommendation: Staff recommended the City Council adopt a resolution approving the City of Livermore Salary Plan as of November 2022, in accordance with California Code of Regulations, Title 2, Section 570.5.

5.5 Resolution 2022-182 authorizing the execution of Project and Program Grant Agreements with Anne Giancola, East Bay Holocaust Education Center, Las Positas College Foundation, and Livermore Art Association, consistent with the City's Public Art Policy.

Recommendation: The Commission for the Arts and staff recommended the City Council adopt a resolution approving the applications and authorizing the execution of the following Project and Program Grant Agreements:

1. Anne Giancola-$5,000 for the Wind Power Temporary Public Art Project
2. East Bay Holocaust Education Center-$10,000 for "Violins of Hope"
3. Las Positas College Foundation-$10,000 for the 2023 Las Positas Literary Arts Festival "LPC Lit Fest"
4. Livermore Art Association- $2,800 for the 2023 Livermore Art Association Spring Art Show

5.6 Resolutions 2022-183 and 2022-184 approving revisions to the City Council's Rules of Procedure and the City Council's Norms, Values and Principles of Governance.

Recommendation: The City Council Subcommittee recommended the City Council adopt resolutions approving the revisions to the City Council's Rules of Procedure and the City Council's Norms, Values, and Principles of Governance.

5.7 Resolution 2022-185 reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

Recommendation: Staff recommended City Council adopt a resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

5.8 Introduction of an ordinance amending Livermore Municipal Code Chapter 15.26 Green Building Standards Code to include an onsite exception for non-combustion fuel cells to produce electricity.

Recommendation: Staff recommended the City Council waive the first reading and introduce an ordinance with an effective date of January 1, 2023, to amend Chapter 15.26 (Green Building Standards Code) in The Livermore Municipal Code to include an onsite exception for non-combustion fuel cells to produce electricity.

6. PUBLIC HEARINGS

6.1 Hearing to consider a request to amend Development Agreement 18-001 for the Lassen Road Townhomes project to revise the performance schedule to accommodate regulatory permitting of the off-site improvements (DAA 21-002).

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

1. Adopt a resolution finding the First Amendment to Development Agreement 18-001 is within the scope of the Lassen Road Townhomes Initial Study and Mitigated Negative Declaration in accordance with the California Environmental Quality Act
2. **Introduce an ordinance** amending Development Agreement 18-001 for the Lassen Road Townhomes project (DAA 21-002).

S presented the staff report.

Mayor Woerner opened the public hearing.

Senior Planner Andy Ross presented the staff report.

There were no speakers and the hearing was closed.

ON THE MOTION OF CM MUNRO, SECONDED BY CM CARLING AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION AND INTRODUCED THE FOLLOWING ORDINANCE:

Resolution 2022-186 finding the environmental impacts of the First Amendment to the Development Agreement for the Lassen Road Townhome Project are within the scope of the Initial Study and Mitigated Negative Declaration. Development Agreement Amendment (DAA) 21-002

Introduced an ordinance approving a First Amendment to the Development Agreement with LD-Fund III Livermore Land, LLC for the Lassen Road Townhome Project. (Development Agreement Amendment 21-002).

6.2 Resolution authorizing, approving and adopting an amended Permanent Local Housing Allocation (PLHA) program five year plan and authorizing the City Manager to apply for PLHA funds from the State Department of Housing and Community Development for supportive shared housing projects and the Vineyard 2.0 housing resource center.

Recommendation: Staff recommended the City Council adopt a resolution amending the PLHA Plan for 2019-2023 allocations, which is attached to the resolution as Exhibit A, and authorizing the City Manager, or her designee, to execute the PLHA program application, the PLHA standard agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the PLHA program or the PLHA grant awarded to the City of Livermore.

Management Analyst II Grace Streltzov presented the staff report.

Mayor Woerner opened the public hearing.

Darin Lounds, provided a comment.

There were no more speakers and the hearing was closed.

ON THE MOTION OF CM MUNRO, SECONDED BY VM BONANNO, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2022-187 authorizing, approving and adopting an amended Permanent Local Housing Allocation (PLHA) program five year plan and authorizing the City Manager to apply for PLHA funds from the State Department of Housing and Community Development for supportive shared housing projects and the Vineyard 2.0 Housing Resource Center.

6.3 Hearing to consider amending the Livermore Development Code regarding temporary signs, including Section 4.06.140, to update regulations relating commercial and non-commercial temporary signs in all zoning districts.

Recommendation:
a) Based on City Council direction, staff recommended the City Council waive the first reading and **introduce an ordinance** approving Development Code Amendment 22-003, Temporary Signs, to update sections relating to the location, time of day, and number of days for commercial and non-commercial temporary signs in all zoning districts.

or

b) As an alternative to the Development Code Amendment requested by the City Council, the Mayor recommends the City Council waive the first reading and **introduce an ordinance** to prohibit the placement of all temporary signs in the public right-of-way in commercial, industrial, and residential zoning districts.

This item was continued to the November 28, 2022 Regular City Council 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 Discussion and direction regarding the Livermore Cultural Arts Vision entitled: Creative Livermore: A Plan for the Future of the Arts and Culture.

Recommendation: The Commission for the Arts and staff recommend the City Council discuss and provide direction on the Livermore Cultural Arts Vision entitled: Creative Livermore: A Plan for the Future of the Arts and Culture.

Innovation and Economic Development Director Brandon Cardwell and Barbara Goldstein with Art Builds Community presented the staff report.

Mayor Woerner opened the public comment period.

Alan Marling, provided a comment.

Alan Burnham, provided a comment.

Beth Trutner, provided a comment.

Lisa Tromovitch, provided a comment.

Karl Wente, provided a comment.

There were no more speakers and the hearing was closed.

THE CITY COUNCIL RECEIVED THE REPORT.

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

Gun Buyback Program on November 5, 2022 CM Munro noted attendance and CM Carling and Munro congratulated organizing partnerships for a successful program.

Livermore Amaodr Valley Transit Authority Meeting CM Bonanno noted attendance

Veterans' Parade M Woerner noted attendance at the event.

CITY COUNCIL DIRECTED STAFF TO RESEARCH MODIFYING THE SIDESHOW ORDINANCE TO PROHIBIT SPECTATOR PARTICIPATION IN ILLEGAL STREET RACING OR SIDESHOW ACTIVITIES AND BRING BACK TO COUNCIL IN EARLY 2023

8. ADJOURNMENT – at 7:31 pm to a Special City Council Closed Session meeting on Monday, November 21, 2022 at 5:00 pm and a Regular City Council meeting on Monday, November 28, 2022 at 7:00 pm, held virtually using Zoom.

APPROVED: _____
BOB WOERNER, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
NOVEMBER 21, 2022

SPECIAL CLOSED SESSION

1. CALL TO ORDER - The meeting of the City Council was called to order by Mayor Bob Woerner at 5:01 pm, held via teleconference using Zoom and YouTube.

ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno, and Council Members Robert W. Carling and Tish Munro.
Absent: Council Member Brittni Kiick

3. SPECIAL CLOSED SESSION MEETING ITEMS

Mayor Woerner opened the public comment period.

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

The City Council recessed into Closed Session.

3.1 Public Employee Performance Evaluation. Annual evaluation of City Attorney, pursuant to Government Code section 54957.

3.2 Public Employee Performance Evaluation. Annual evaluation of City Manager, pursuant to Government Code section 54957.

3.3 Conference with Labor Negotiator. To meet with Mayor Woerner and Council Member Carling, the City's negotiators, pursuant to Government Code section 54957.6 regarding negotiations for salary and compensation for Unrepresented Employee – City Attorney.

3.4 Conference with Labor Negotiator. To meet with Mayor Woerner and Council Member Carling, the City's negotiators, pursuant to Government Code section 54957.6 regarding negotiations for salary and compensation for Unrepresented Employee – City Manager.

Mayor Woerner reconvened the meeting.

Mayor Woerner said there were no reportable actions.

4. ADJOURNMENT – at 6:49 pm to a Regular City Council meeting on November 28, 2022 at 7:00 pm, held virtually using Zoom.

APPROVED: _____
BOB WOERNER, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
NOVEMBER 28, 2022

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor Bob Woerner at 5:45 pm, held virtually using Zoom.

ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno, and Council Members, Robert W. Carling, Brittni Kiick and Trish Munro.

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

Mayor Woerner opened the public comment period.

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

1. ADJOURN TO CLOSED SESSION

1.1 1.1 Anticipated Litigation. To meet with the City Attorney pursuant to Government Code section 54956.9(d)(2) because there is significant exposure to litigation against the City based on existing facts and circumstances. (Two claims)
1. Pursuant to Government Code section 54956.9(e)(3) due to the receipt of claim from Northfield, LLC pursuant to the Government Claims Act. A redacted copy of Claim No. LIVE-2022-2023-0021-01 is available for public inspection pursuant to Government Code section 54957.5.
2. Pursuant to Government Code section 54956.9(e)(3) due to the receipt of claim from Ryan's Automotive Services pursuant to the Government Claims Act. A redacted copy of Claim No. LIVE-2022-2023-0021-02 is available for public inspection pursuant to Government Code section 54957.5.

1.2 Conference with Legal Counsel - Existing Litigation. To meet with legal counsel pursuant to Government Code section 54956.9(d)(1) to discuss litigation that has been formally initiated.
1. Conner v. Livermore, et al., Alameda County Superior Court Case No. RG19014344

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor Bob Woerner at 7:00 pm, held virtually using Zoom and YouTube.

ROLL CALL – Present: Mayor Bob Woerner, Vice Mayor Regina Bonanno and Council Members Robert W. Carling, Brittni Kiick and Trish Munro

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala reported the following action:
Pursuant to California Government Code section 54957.1(a), in the matter of Conner v. Livermore, the City Council voted unanimously to accept a settlement agreement and full and final release of all claims signed by the plaintiff that releases the City of Livermore in exchange for a payment by the City in the amount $145,000. The case involved allegations related to a trip and fall on a sidewalk.

3. PROCLAMATIONS AND PRESENTATIONS - NONE

4. OPEN FORUM

Mayor Woerner opened the public comment period.

Jeff Kaskey, provided a comment.

Doug Mann, provided a comment.

Ben Barrientos, provided a comment.

Karl Wente, provided a comment.

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

Mayor Woerner reordered the agenda to hear Items 7.1 and 7.2 prior to the consent calendar. These items were moved ahead on the agenda before Item 5.2, which is subsequent to action taken on Items 7.1 and 7.2.

7.2 Resolution approving an amended and restated employment contract with the City Manager

Recommendation: Mayor Woerner recommended the City Council adopt a resolution approving an amended and restated employment contract with the City Manager.

Administrative Services Director Tina Olson presented the staff report.

Mayor Woerner opened the public comment period.

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

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

Resolution 2022-208 approving the 2022 amendment to the employment contract with the City Manager.

7.1 Resolution approving an amended and restated employment contract with the City Attorney.

Recommendation: Mayor Woerner recommended the City Council adopt a resolution approving an amended and restated employment contract with the City Attorney.

Administrative Services Director Tina Olson presented the staff report.

Mayor Woerner opened the public comment period.

Doug Mann, provided a comment

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

ON THE MOTION OF CM BONANNO, SECONDED BY CM CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2022-207 approving an amended and restated employment contract with the City Attorney.

5. CONSENT CALENDAR

Mayor Woerner opened the public comment period.

Doug Mann, provided a comment for 5.3

Karl Wente, provide a comment on the entirety of the consent calendar.

Connie Huang, provided a comment on 5.9.

Vladimir, provided a comment on 5.9.

Doug Mann, provided a comment on 5.9.

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

ON THE MOTION OF CM MUNRO, SECONDED BY VM BONANNO, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

5.1 Approval of draft minutes - October 24, 2022 Regular Meeting.

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

5.2 Adoption of Ordinance 2139 amending Livermore Municipal Code Chapter 15.26 Green Building Standards Code to include an onsite exception for non-combustion fuel cells to produce electricity.

Recommendation: Staff recommended the City Council adopt an ordinance with an effective date of January 1, 2023, to amend Chapter 15.26 (Green Building Standards Code) in The Livermore Municipal Code to include an onsite exception for non-combustion fuel cells to produce electricity.

5.3 Adoption of Ordinance 2140 amending Development Agreement 18-001 for the Lassen Road Townhomes project to revise the performance schedule to accommodate regulatory permitting of the off-site improvements (DAA 21-002).

Recommendation: The Planning Commission and Staff recommended the City Council adopt an ordinance amending Development Agreement 18-001 for the Lassen Road Townhomes project (DAA 21-002).

5.4 Resolution 2022-188 authorizing the execution of a five-year agreement with BrightView Landscape Services, Inc. for landscape maintenance services at both the Brisa Community Facilities District (2015-1) and the El Charro Community Facilities District (2012-1) in an amount not-to- exceed $1,000,000.

Recommendation: Staff recommended City Council adopt a resolution authorizing execution of a five-year agreement with BrightView Landscape Services to provide landscape maintenance services at both the Brisa Community Facilities District (2015-1) and the El Charro Community Facilities

District (2012-1), in an amount not-to-exceed $1,000,000 over the five-year term.

5.5 Resolution 2022-189 authorizing the execution of an agreement with Peregrine Technologies, Inc. to provide data visualization software and services for the Livermore Police Department's Real- Time Awareness Center (RTAC) and Department Operations Center (DOC) as part of Capital Improvement Project #2019-58 in an amount not-to-exceed $960,000.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute a multi-year renewal agreement with Peregrine Technologies, Inc. beginning on December 15, 2022, through July 31, 2027, in an amount not-to-exceed $960,000 to provide visualization software and related technical support services for the Livermore Police Department's Real Time Awareness Center (RTAC) as part of Capital Improvement Project #2019-58.

5.6 Resolution 2022-190 authorizing a general fund supplemental appropriation of $178,436 and execution of a purchase order with Motorola Solutions for the purchase of two radio consoles to support Livermore Police Department's Real Time Awareness Center (RTAC) in an amount not-to- exceed $178,436.

Recommendation: Staff recommended the City Council adopt a resolution authorizing a general fund supplemental appropriation of $178,436 and execution of a purchase order with Motorola Solutions for the purchase of two radio consoles to support the Livermore Police Department's Real Time Awareness Center (RTAC) in an amount not-to-exceed $178,436.

5.7 Resolution 2022-191 authorizing a supplemental appropriation in the amount of $26.7 million to Fiscal Year 2023-24; awarding a construction contract with Zovich Construction in an amount not-to- exceed $30,090,000 for Livermore Village Parking Garage (L Street Garage) Construction, Phase 2, Project 586003; awarding an agreement with Quality Assurance Engineering, Inc. in an amount not-to-exceed $474,000 for construction inspection services; and approving the second amendment with Watry Buehler Collaborative, LLP increasing the amount of the agreement by $114,000 to a total not-to-exceed amount of $1,624,000 for additional engineering design and construction support services.

Recommendation: Staff recommended the City Council adopt a resolution for the Livermore Village Parking Garage (L Street Garage) Construction, Phase 2, Project 586003:

1. Authorizing a supplemental appropriation of $3,700,000 in Fund 320 (2022 COP Debt Construction Fund) from FY 2022-23 to FY 2023-24.
2. Authorizing a supplemental appropriation from issuance of bonds

previously approved by Council of $23,000,000 in Fund 320 (2022 COP Debt Construction Fund) in FY 2023-24.
3. Awarding and authorizing execution of an agreement with Zovich Construction, in an amount not-to-exceed $30,090,000, for construction of the Livermore Village Parking Garage Construction, Phase 2 Project 586003.
4. Authorizing execution of an agreement with Quality Assurance Engineering, Inc. in an amount not-to-exceed $474,000, for construction inspections and materials testing services; and
5. Authorizing execution of a second amendment to the agreement with Watry Buehler Collaborative, LLP, increasing the amount of the agreement by $114,000 to a total not- to-exceed amount of $1,624,000, for additional design and construction support services.

5.8 Resolution 2022-192 approving the second amendment to the Third Amended and Restated Franchise Agreement approving the assignment of Livermore Sanitation, Inc. to Waste Connections.

Recommendation: Staff recommended the City Council adopt a resolution approving the Second Amendment to the Third Amended and Restated Franchise Agreement approving the Assignment of Livermore Sanitation, Inc. to Waste Connections.

5.9 Resolution 2022-193 rescinding the Garaventa Hills Project Approvals and Environmental Impact Report.

Recommendation: Staff recommended the City Council adopt a resolution rescinding the certification of the Re- Issued Final Environmental Impact Report, Findings and Facts, Mitigation Monitoring and Reporting Program, and approvals of a Vesting Tentative Tract Map and Site Plan Design Review in Resolution Nos. 2019-050 and 2019-051.

5.10 Resolution 2022-194 authorizing acceptance for permanent maintenance, release of security bonds and execution of a Notice of Completion for the WRP Occupied Building Repairs, Phase 1, Project 2015-19, located at the Water Reclamation Plant.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the WRP Occupied Building Repairs, Phase 1, Project 2015-19, located at the Water Reclamation Plant, and authorize the City Manager to sign the Notice of Completion.

5.11 Resolution 2022-195 authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Fixed Base Operator Building Flood Proofing, Project 2018-

49, at the Livermore Municipal Airport.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the Fixed Base Operator (FBO) Building Flood Proofing, Project 2018-49, and authorizing the City Manager to sign the Notice of Completion.

5.12 Resolution 2022-196 accepting protest and reducing the weed abatement assessment for the annual fire hazard abatement program for parcel number 099-080200100, located at 3615 Concannon Boulevard, Livermore, California 94550.

Recommendation: Staff recommended City Council adopt a resolution granting the protest against the weed abatement assessment for parcel number 099-080200100, located at 3615 Concannon Boulevard, Livermore, California 94550; and reducing assessment to $1,800, which has been paid.

5.13 Resolution 2022-197 establishing the annual Affordable For-Sale Prices, Rental Rates, and Maximum Income Limits for affordable housing units subject to the City's Inclusionary Housing Ordinance.

Recommendation: Staff recommended the City Council adopt a resolution:
1. Establishing new maximum income limits for extremely low-, very low-, low-, median- and moderate-income households which shall apply to the City's first-time homebuyer and affordable rental programs effective upon adoption by City Council; and,
2. Establishing maximum for-sale housing prices for the Affordable Homeownership Program which will be effective for homes sold through the program beginning January 1, 2023, and establishing updated annual rent limits for City-restricted affordable units effective immediately upon adoption by City Council.

5.14 Resolution 2022-198 declaring the Pacific Avenue Senior housing site to be exempt surplus land pursuant to Government Code Section 54221(f)(1)(A).

Recommendation: Staff recommended the City Council adopt a resolution declaring the Pacific Avenue Senior housing site to be exempt surplus land pursuant to Government Code Section 54221(f)(1)(A).

5.15 Resolution 2022-199 approving modifications to the wages of the City Manager, City Attorney, Executive Management, and Unclassified Salary Schedules.

Recommendation: Staff recommended the City Council adopt a resolution

approving the City of Livermore Salary Plan as of December 2022, in accordance with California Code of Regulations, Title 2, Section 570.5.

5.16 Resolution 2022-200 accepting the FY 2021-22 year-end Budget Report, allocating the General Fund available balance to various reserves, and designating the June 30, 2022, General Fund Reserves.

Recommendation: Staff recommended City Council adopt a resolution accepting the FY 2021-22 Year-end Budget Report, allocating the General Fund available balance to various reserves, and designating the June 30, 2022, General Fund reserves.

5.17 Receive Livermore Valley Arts annual update.

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

6. PUBLIC HEARINGS

6.1 Hearing to consider a resolution approving the Housing and Human Services grant priorities for FY 2023-24.

Recommendation: The Human Services Commission and staff recommended the City Council adopt a resolution approving the Housing and Human Services Grant Priorities for FY 2023-24

Human Services Management Analyst I Amy Walker presented the staff report.

Mayor Woerner opened the public hearing.

At this time, Mayor Woerner reopened public comment for the Consent Calendar for Bianca Coveralli due to technical difficulties.

Bianca Coverelli, provided a comment for 5.9.

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

Mayor Woerner reopened the public hearing for item 6.1.

There were no speakers and the hearing was closed.

ON THE MOTION OF CM CARLING, SECONDED BY CM MUNRO AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:
Resolution 2022-201 approving the Housing and Human Services Grant

Priorities for Fiscal Year 2023-24.

6.2 Hearing to consider a resolution approving the third substantial amendment to the City of Livermore's U.S. Department of Housing and Urban Development Fiscal Year 2019-20 Action Plan, authorizing the City Manager to negotiate and execute any related documents, and approving a supplemental appropriation in the amount of $143,428 for unspent Community Development Block Grant (CDBG) Coronavirus funds to support the Senior Meal Program through Open Heart Kitchen.

Recommendation: Staff recommended the City Council adopt a resolution approving the third substantial amendment to the City of Livermore's U.S. Department of Housing and Urban Development (HUD) approved Fiscal Year (FY) 2019-20 Action Plan and authorize the City Manager, or her designee, to negotiate and execute any related documents, agreements and modifications with HUD and the sub grantee, Open Heart Kitchen. Staff is also requesting a supplemental appropriation in the amount of $143,428 for unspent Community Development Block Grant Coronavirus third round (CDBG-CV3) funds from Fund 613 in FY 2022-23.

Human Services Management Analyst I Amy Walker presented the staff report.

Mayor Woerner opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF CM MUNRO, SECONDED BY VM BONANNO AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2022-202 approving the third substantial amendment to the City of Livermore U.S. Department of Housing and Urban Development approved Fiscal Year (FY) 2019-20 Action Plan; authorizing the City Manager to negotiate and execute all related documents; and approving a supplemental appropriation of $143,428 from Fund 613

6.3 Hearing to consider resolutions adopting the Initial Study/Negative Declaration and the 2022 Climate Action Plan (2022 CAP).

Recommendation: Staff and the Planning Commission recommended the City Council consider the 2022 Climate Action Plan (POLI 20-001) and adopt resolutions:

1. Adopting the October 17, 2022, Initial Study/Negative Declaration (IS/ND) for the Livermore Climate Action Plan Update; and

2. Adopting the 2022 Climate Action Plan.

Senior Planner Tricia Pontau presented the staff report.

Mayor Woerner opened the public hearing.

Alan Marling, provided a comment

David Stark, provided a comment.

Alan Burnham, provided a comment.

Ajaib Sidhu, provided a comment.

Ben Barrientos, provided a comment.

Lisa Tromovitch, provided a comment.

There were no more speakers and the hearing was closed.

ON THE MOTION OF CM CARLING, SECONDED BY VM BONANNO AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 2022-203 adopting the Livermore Climate Action Plan Update (2022 CAP) Initial Study and Negative Declaration.

Policy Proposal (POLI) 20-001

Resolution 2022-204 adopting Policy Proposal (POLI) 20-001 for the 2022 Climate Action Plan.

City Council recessed at 8:58 pm for a 10-minute break, reconvening at 9:10 pm.

At this time, Mayor Woerner reordered the agenda to hear Item 6.5 before Item 6.4 due to technical difficulties experienced by the presenter.

6.5 THIS ITEM WAS CONTINUED FROM NOVEMBER 14, 2022. Hearing to consider amending the Livermore Development Code regarding temporary signs, including Section 4.06.140, to update regulations relating commercial and non-commercial temporary signs in all zoning districts.
Recommendation:
a) Based on City Council direction, staff recommended the City Council waive the first reading and introduce an ordinance approving Development Code Amendment 22-003, Temporary Signs, to update sections relating to the location,

time of day, and number of days for commercial and non-commercial temporary signs in all zoning districts.

or

b) As an alternative to the Development Code Amendment requested by the City Council, the Mayor recommended the City Council waive the first reading and introduce an ordinance to prohibit the placement of all temporary signs in the public right-of-way in commercial, industrial, and residential zoning districts.

Planning Manager Steve Stewart presented the staff report.

Mayor Woerner opened the public hearing.

David Stark, provided a comment.

Alan Burnham, provided a comment.

Jeff Kaskey, provided a comment.

Alan Marling, provided a comment.

There were no more speakers and the hearing was closed.

ON THE MOTION OF CM KIICK, SECONDED BY CM MUNRO AND CARRIED ON A 3-2 VOTE, THE CITY COUNCIL INTRODUCED THE FOLLOWING ORDINANCE AS RECOMMENDED BY THE MAYOR:

An ordinance revising and amending Section 4.06.140 (Temporary Signs) Chapter 4.06 (Sign Standards) in the Livermore Development Code to restrict the display of temporary signs in the public right-of-way to the hours of 9 a.m. to 5 p.m., clarify the event date, and reaffirm that signs violating the ordinance will be removed and confiscated.

6.4 Hearing to receive a tracking update on the Isabel Neighborhood Specific Plan (Specific Plan) progress and consider resolutions finding the environmental impacts of the Specific Plan amendments are within the scope of the 2018 and 2020 Environmental Impact Reports and amending the Specific Plan to include new and clarified policies, revised development and design standards, and text clarifications.

Recommendation: The Planning Commission and staff recommended the City Council receive a tracking update on the Isabel Neighborhood Specific Plan (Specific Plan) progress and consider Specific Plan amendments and adopt resolutions:

1. Finding the Environmental Impacts of the Isabel Neighborhood Specific Plan amendments are within the scope of the 2018 Environmental Impact Report and 2020 Supplemental Environmental Impact Report for the Isabel Neighborhood Specific Plan; and
2. Approving Specific Plan Amendment (SPPA) 22-001.

Community Development Director Paul Spence presented the staff report.

Mayor Woerner opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF CM MUNRO, SECONDED BY CM CARLING, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 2022-205 finding the environmental impacts of the Isabel Neighborhood Specific Plan Amendments area within the scope of the 2018 Environmental Impact Report for the Isabel Neighborhood Specific Plan.

Resolution 2022-206 approving Specific Plan Amendment (SPAA) 22-001 for the Isabel Neighborhood Specific Plan.

6.5 THIS ITEM WAS HEARD BEFORE 6.4. **Hearing to consider amending the Livermore Development Code regarding temporary signs, including Section 4.06.140, to update regulations relating commercial and non-commercial temporary signs in all zoning districts.**

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).

Mayor Woerner reordered the agenda to hear Items 7.1 and 7.2 prior to the consent calendar. These items were moved ahead on the agenda before Item 5.2, which is subsequent to action taken on Items 7.1 and 7.2.

7.1 THIS ITEM WAS HEARD BEFORE 5.0. **Resolution approving an amended and restated employment contract with the City Attorney.**

7.2 THIS ITEM WAS HEARD BEFORE 5.0. **Resolution approving an amended and restated employment contract with the City Manager**

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

CITY COUNCIL DIRECTED STAFF TO RESEARCH AND BRING BACK TO CITY COUNCIL, IN MARCH 2023, A TEMPORARY SIGN ORDINANCE WITH EXEMPTIONS AS MODELED BY THE CITY OF EMERYVILLE OR SIMILAR JURISDICTIONS.

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED THE FOLLOWING SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET.

Las Positas College Horticulture Facility Ribbon-Cutting Ceremony CM Munro noted attendance at the event on November 15, 2022.

California Nevada Cement Association Meeting VM Bonanno and CM Carling noted attendance at the meeting on November 16, 2022.

8. ADJOURNMENT – at 10:11 p.m. to a Regular City Council meeting on December 12, 2022 at 7:00 p.m., Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED: _____
BOB WOERNER, MAYOR

ATTEST: _____
MARIE WEBER, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: **Adoption of an ordinance** revising and amending Section 4.06.140 (Temporary Signs) Chapter 4.06 (Sign Standards) in the Livermore Development Code to restrict the display of temporary signs in the public right-of-way, clarify the event date, and reaffirm that signs violating the ordinance will be removed and confiscated.

RECOMMENDED ACTION

Staff recommends City Council adopt an ordinance revising and amending Section 4.06.140 (Temporary Signs) Chapter 4.06 (Sign Standards) in the Livermore Development Code to restrict the display of temporary signs in the public right-of-way, clarify the event date, and reaffirm that signs violating the ordinance will be removed and confiscated.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance

Prepared by: Steve Stewart
Planning 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

AN ORDINANCE REVISING AND AMENDING SECTION 4.06.140 (TEMPORARY SIGNS) CHAPTER 4.06 (SIGN STANDARDS) IN THE LIVERMORE DEVELOPMENT CODE TO RESTRICT THE DISPLAY OF TEMPORARY SIGNS IN THE PUBLIC RIGHT-OF-WAY, AND REAFFIRM THAT SIGNS VIOLATING THE ORDINANCE WILL BE REMOVED AND CONFISCATED

On July 7, 2020, the Planning Commission held a public hearing on proposed amendments to the Livermore Development Code regarding temporary signs. The Commission recommended that the City Council restrict the placement of commercial and non-commercial temporary signs in the right-of-way to daylight hours between 9:00 a.m. and 5:00 p.m. and that signs must relate to an event scheduled for a specific date and shall not be displayed sooner than 30 days before that event.

On August 24, 2020, the City Council considered the recommendation from the Planning Commission and adopted Ordinance No. 2099. However, the Council removed the restriction on displaying temporary signs to certain hours of the day and set the duration of display to 60 days before an event.

The City Council and staff continued to receive complaints that campaign signs were being vandalized, stolen, installed inconsistent with the City's existing regulations for commercial and non-commercial temporary signs, and components of the signs are littering the cityscape.

On October 24, 2022, the City Council discussed the provisions in the Livermore Development Code regarding temporary signs placed on public property and in the designated public right-of-way and directed staff to return with the Development Code Amendment previously recommended by the Planning Commission to address ongoing challenges with allowing temporary signs, including vandalism and theft. The City Council directed staff to prepare amendments to the temporary sign ordinance to restrict the placement of temporary signs on the public right-of-way to the hours of 9:00 a.m. to 5:00 p.m.

On that date, the City Council reaffirmed the 60-day time period for the display of noncommercial temporary signs in the public right-of-way, but directed staff to clarify how the date of an event is determined for the display of a noncommercial temporary sign in the public right-of-way. For events like an election the event date for the purposes of the ordinance is the actual election date and not the voting period for the run-up to the election, and for multi-day events like a county fair the event date is the first day the fair opens to the public.

Lastly, on that date the City Council reaffirmed that temporary signs placed in the public right-of-way in violation of the ordinance are subject to confiscation and removal.

On November 28, 2022, the City Council considered this alternative ordinance proposed by Mayor Woerner to prohibit the placement of all temporary signs in the public right-of-way in commercial, industrial, and residential zoning districts

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

Section 1. Subsection 12 in Subsection A "*Temporary signs in commercial and industrial zoning districts" in* Section 4.06.140 "*Temporary Signs"* in Chapter 4.06 "*Sign Standards"* in the Livermore Development Code is hereby amended to read as set forth below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language:

12. ~~Noncommercial temporary~~ Temporary signs are not permitted in the designated public right-of-way, ~~but~~ and are not permitted in the street, street median, or sidewalk, in commercial and industrial zones other than the DSP. ~~subject to the following:~~

    ~~a. The signs must relate to an event scheduled for a specific date and shall not displayed sooner than 60 days before that event.~~

    ~~b. Signs must be stake signs with a maximum size of four square feet;~~

    ~~c. No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;~~

    ~~d. Corner properties may have two of the same sign at the corner; and,~~

    ~~e. All noncommercial temporary signs shall be removed within five days after the event to which they pertain following.~~

.

Section 2. Subsection 2 in Subsection B "*Temporary signs in residential zoning districts" in* Section 4.06.140 "*Temporary Signs"* in Chapter 4.06 "*Sign Standards"* in the Livermore Development Code is hereby amended to read as set forth below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language:

2. ~~A noncommercial temporary~~ Temporary signs ~~may be placed~~ are not permitted in the designated public right-of-way, ~~but~~ and are not permitted in the street, street median, or sidewalk~~, subject to the following:~~ in residential zones.

~~a. Signs must relate to an event scheduled for a specific date and shall not be installed sooner than 60 days before that event~~

~~b. Signs must be stake signs with a maximum size of four square feet;~~

~~c. No two signs with the same copy shall be placed closer than 50 feet from each other per street frontage;~~

~~d.. Corner properties may have two of the same sign at the corner; and,~~

~~e. All noncommercial temporary signs shall be removed within five days after the event to which they pertain.~~

Section 3. Subsection B "*Enforcement" in* Section 4.06.140 "*Temporary Signs"* in Chapter 4.06 "*Sign Standards"* in the Livermore Development Code is hereby amended to read as set forth below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language:

C. Enforcement. Any commercial or noncommercial temporary sign placed in the public right-of-way or public property in violation of this section shall be subject to confiscation and removal by the City and subject to enforcement using the remedies in Chapters 1.20, 8.14, and 8.15 in the Municipal Code, and such other remedies the City may have. The Neighborhood Preservation staff shall develop enforcement protocols for the removal and storage of those signs, as well as for their retrieval and possible destruction if not retrieved.

Section 4. *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 5. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 6. *Publication*. This ordinance, or a comprehensive summary thereof, shall be published once in a newspaper of general circulation in the City of Livermore within 15 days after its adoption and shall take effect and be in force thirty days after its adoption.

Section 7. *Effective Date and Enforcement Date*. This ordinance shall take effect 30 days after its adoption, but the revised and amendment code sections shall not take effect for enforcement until 12:10 a.m. on July 1, 2023. Until that date and time, the sections amended and revised by this ordinance will remain in full force and effect.

The foregoing ordinance was introduced and its reading waived at the meeting of the City Council of the City of Livermore City Council held on November 28, 2022, by the following vote:

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

The ordinance was adopted and its reading waived 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:

_____
Bob Woerner
Mayor, City of Livermore

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala_____
Jason Alcala
City Attorney

LIVERMORE
CALIFORNIA

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

DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the 2022 Stream Maintenance by Contractors, Project 2022-23.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the 2022 Stream Maintenance by Contractors Project 2022-23 and authorize the City Manager to sign the Notice of Completion, a copy of which is attached as Exhibit A to the resolution.

SUMMARY

On September 28, 2022, the City Council awarded the contract for construction of the 2022 Stream Maintenance by Contractors, Project 2022-23 to Cazadoro Construction, Inc. The contract is now substantially complete and can be accepted for permanent maintenance and the process to release the contractor's bonds can begin.

DISCUSSION

On September 28, 2022, the City Council awarded the contract for construction of the 2022 Stream Maintenance by Contractors, Project 2022-23 to Cazadoro Construction, Inc. The project involved creek maintenance work at two sites shown in Attachment 1. Sediment removal and vegetation management were completed on the Arroyo Las Positas upstream and downstream of the Heather Lane culvert bridge in Springtown. Tree removal and vegetation management were completed along Collier Canyon Creek near Las Positas College. The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer. The project was substantially completed on October 20, 2022 and can be accepted for permanent maintenance and the process to release the contractor's bonds can begin.

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. 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 amount was $288,000 plus a $50,000 contingency per Livermore Municipal Code Section 2.68.560.B. The final project amount was $335,130 based on final bid item quantities and 1 change order. This is $47,130 above the original contract amount. The change order consisted primarily of increased sedimentation and vegetation removal. The final bid quantities were more than anticipated due to an increased square footage of approximately 3,660 square feet of vegetation removal, per the recommendation of the biologist and confirmed by the engineer during the project.

There are no added expenses required to maintain these improvements as this project was a maintenance project.

ATTACHMENTS

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

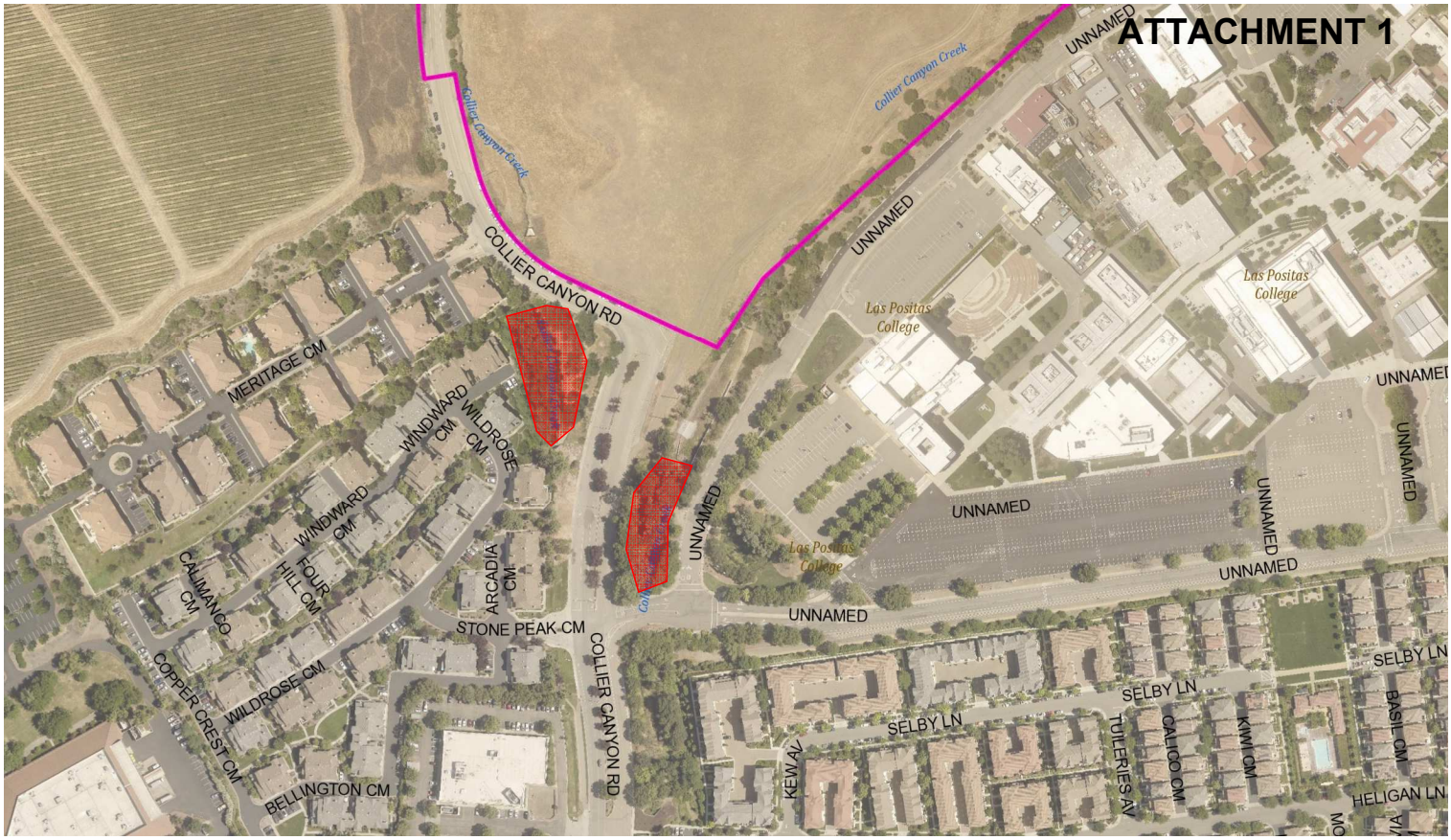
Prepared by: Mike Stamm
Construction Inspection Manager

Approved by:

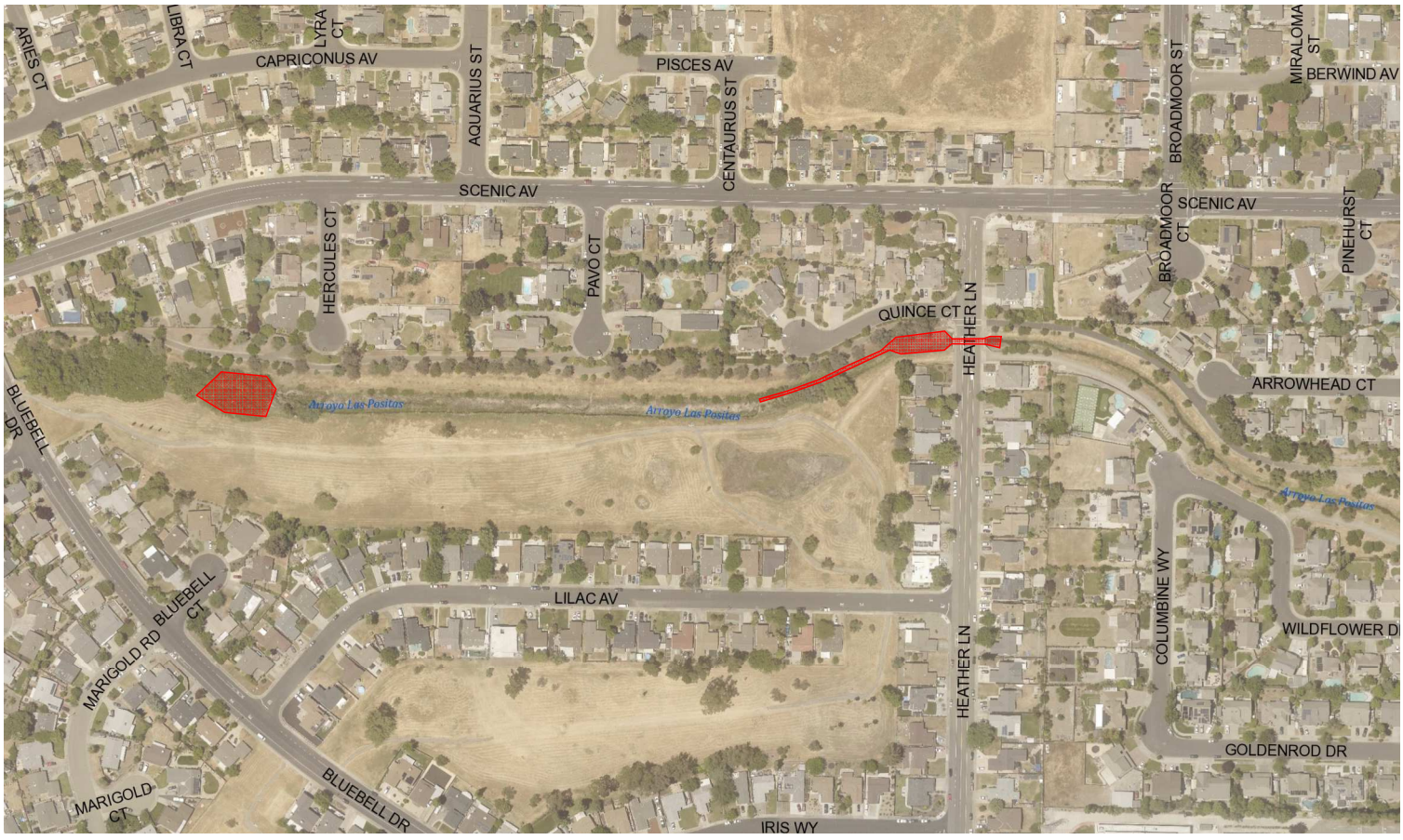
Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



VEGETATION MANAGEMENT SITES AT COLLIER CANYON CREEK



VEGETATION MANAGEMENT AND SEDIMENT REMOVAL SITES AT ARROYO LAS POSITAS IN SPRINGTOWN

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING ACCEPTANCE FOR PERMANENT MAINTENANCE AND RELEASE OF SECURITY BONDS

(2022 Stream Maintenance by Contractors, Project No. 2022-23)

The City Engineer of the City of Livermore has filed with the City Clerk a report in writing that all work on the 2022 Stream Maintenance by Contractors Project No. 2022-23 ("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 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 12, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara M. Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Notice of Completion

EXHIBIT A

NOTICE OF COMPLETION

City's Project No. 2022-23 Date: December 13, 2022

Project: 2022 Stream Maintenance by Contractor, Project 2022-23

Contractor: Cazadoro Construction, Inc

Contract For Construction of: 2022 Stream Maintenance by Contractor

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. 2022-23.

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: September 28, 2022

The work performed under this contract has been inspected by authorized representatives of the City, Contractor, and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby accepted by the City and declared to be substantially completed on the above date.

> Completion of the Work shall be the date of such acceptance of the Work by the City, as provided under California Civil Code Section 3086. Completion shall mean substantial performance of the Contract as such is defined in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.

A list of all items remaining to be completed or corrected has been sent to the Contractor in the City's letter dated October 20, 2022. All such work shall be completed or corrected to the satisfaction of the City prior to the release of the Contractor's retention and within 30 calendar days following the date of the Notice of Completion, otherwise the Contractor does hereby waive any and all claims to all monies withheld by the City under the Contract to cover the value of such uncompleted or uncorrected items.

ENGINEERING DIVISION
Engineer

By _____
Mike Stamm, Const Insp Manager

The Contractor hereby accepts the above Notice of Completion and agrees to complete and correct all of the items as outlined in the City's letter to the Contractor dated 10-20-22 or waives all rights to any monies withheld therefor.

Cazadoro Construction, Inc
Contractor

By _____
Bryan Holm, President

The City accepts the project or specified area of the project as substantially completed and will assume full possession of the Project or specified area of the Project at 8:00 am (time), on 12-13-2022 (date). 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 12, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing acceptance for permanent maintenance, release of the security bonds and execution of a Notice of Completion for the Granada Channel Pipe Replacement at Union Pacific Railroad (UPRR), Project 2020-35.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the Granada Channel Pipe Replacement at UPRR, Project 2020-35 and authorizing the City Manager to sign the Notice of Completion, a copy of which is attached as Exhibit A to the resolution.

SUMMARY

On June 18, 2021, the City Council awarded the contract for construction of the Granada Channel Pipe Replacement at Union Pacific Railroad (UPRR) to Marshall Brothers Enterprises, Inc. The contract is now substantially complete and can be accepted for permanent maintenance and the process to release the contractor's bonds can begin.

DISCUSSION

On June 18, 2021, the City Council awarded the contract for construction of the Granada Channel Pipe Replacement at Union Pacific Railroad (UPRR) to Marshall Brothers Enterprises, Inc. The contractor replaced approximately 40 feet of damaged twin 48” diameter storm drains that run from the end of the Granada Channel under Stanley Boulevard and the Union Pacific Railroad Tracks to the Arroyo Mocho. Two new maintenance holes were installed to assist with future maintenance activities and serve as the transition back to the existing undamaged pipe to the north. Two concrete collars were installed at the transition back to the existing pipe on the south side. Minor cracks were repaired in pipes between the Granada Channel and the Arroyo Mocho and exposed rebar in the existing manholes was also repaired. The contract was substantially completed on August 11, 2022 and can be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

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 amount was $306,962 plus a $50,000 contingency per Livermore Municipal Code Section 2.68.560.B. The final project amount was $337,490 based on final bid item quantities and four change orders, which is $30,528 above the original contract amount. Change orders consisted primarily of labor, equipment & material increases due to the lengthy process for Union Pacific Railroad to approve the contractor's insurance and the shoring submittal. Change orders also included modifications to the shoring and additional track monitoring requested by the Union Pacific Railroad.

Since this is not a new storm drain but repair of an existing system, there will be no new maintenance costs.

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - Notice of Completion 2020-35

Prepared by: Mike Stamm
Construction Inspection Manager

Approved by:

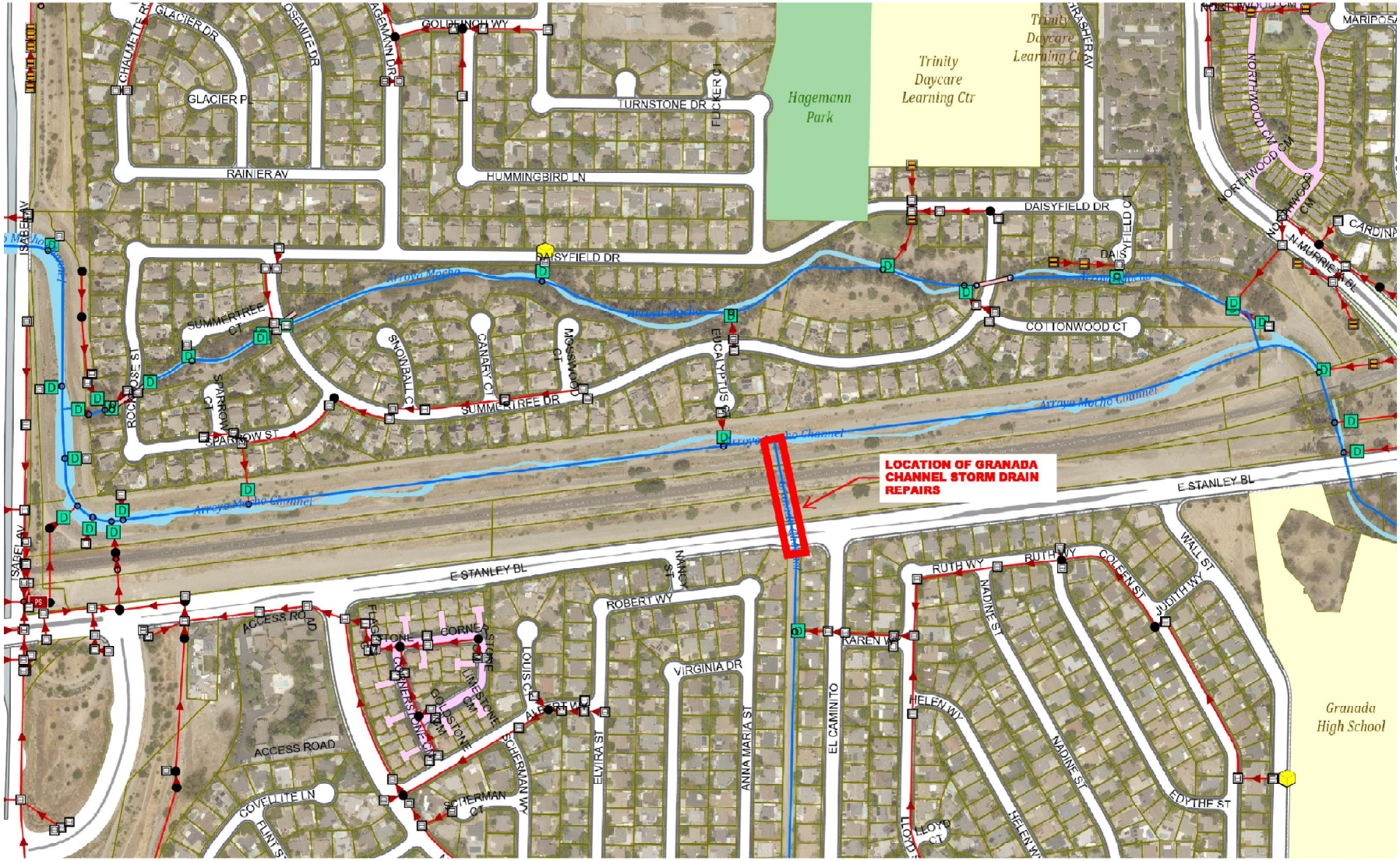
Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Granada Channel Pipe Replacement at UPRR

Location Map



LIVERMORE CALIFORNIA

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING ACCEPTANCE FOR PERMANENT MAINTENANCE, RELEASE OF SECURITY BONDS, AND EXECUTION OF A NOTICE OF COMPLETION FOR THE GRANADA CHANNEL PIPE REPLACEMENT AT UPRR

(Granada Channel Pipe Replacement at UPRR, Project No. 2020-35)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the Granada Channel Pipe Replacement at UPRR, Project No. 2020-35 ("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 12, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
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. 2020-35 Date: December 13, 2022

Project: Granada Channel Pipe Replacement at UPRR

Contractor: Marshall Brothers Enterprises, Inc.

Contract For Construction of: Granada Channel Pipe Replacement at UPRR

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. 2020-35.

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: June 29, 2021

The work performed under this contract has been inspected by authorized representatives of the City, Contractor, and Engineer, and the Project (or specified part of the Project, as indicated above) is hereby accepted by the City and declared to be substantially completed on the above date.

> Completion of the Work shall be the date of such acceptance of the Work by the City, as provided under California Civil Code Section 3086. Completion shall mean substantial performance of the Contract as such is defined in Black's Law Dictionary, Revised Fourth Edition, West Publishing Company.

A list of all items remaining to be completed or corrected has been sent to the Contractor in the City's letter dated September 14, 2022. All such work shall be completed or corrected to the satisfaction of the City prior to the release of the Contractor's retention and within 30 calendar days following the date of the Notice of Completion, otherwise the Contractor does hereby waive any and all claims to all monies withheld by the City under the Contract to cover the value of such uncompleted or uncorrected items.

ENGINEERING DIVISION
Engineer

By _____
Michael G. Stamm, Const Insp Manager

The Contractor hereby accepts the above Notice of Completion and agrees to complete and correct all of the items as outlined in the City's letter to the Contractor dated 9/14/2022 or waives all rights to any monies withheld therefor.

Marshall Brothers Enterprises, Inc.
Contractor

By _____
Phillip Marshall, Senior Vice President

The City accepts the project or specified area of the project as substantially completed and will assume full possession of the Project or specified area of the Project at 8:00 am (time), on December 13, 2022 (date). 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 12, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing the City Manager to execute a first amendment to the agreement with Quincy Engineering, for on-call engineering services, increasing the total not-to-exceed amount to $1,250,000 and extending the term of the agreement to February 10, 2025.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the agreement with Quincy Engineering for on-call engineering services. The First Amendment extends the term of the agreement until February 10, 2025 and increases the not-to-exceed contract amount from $600,000 to a total of $1,250,000.

SUMMARY

The Engineering Division utilizes Quincy Engineering (Consultant) under an on-call engineering services agreement to help implement the Capital Improvement Plan. The Consultant provides engineering design services including plans and specifications, engineering analysis, environmental studies, traffic engineering, geotechnical engineering, accessibility, stormwater systems, surveying, mapping, structural evaluation, utility location, and right-of-way assistance. This First Amendment increases the not-to-exceed contract maximum from $600,000 to $1,250,000 and extends the term of the agreement to February 10, 2025.

DISCUSSION

On February 10, 2021, the City Council authorized the City Manager to execute an engineering design service agreement with Quincy Engineering in the amount of $600,000 to provide on-call engineering services for a two-year term to help implement the Capital Improvement Plan. These engineering design services include plans and specifications, engineering analysis, environmental studies, traffic engineering, geotechnical engineering, accessibility, stormwater systems, surveying, mapping, structural evaluation, utility location, and right-of-way assistance. During the current term, the Consultant has performed well, advancing the 2021 Slurry Seal, 2021 Arterial Rehabilitation, ADA Ramps, and I-580/Interchange projects.

Staff is requesting to extend the original agreement through February 10, 2025 and increase the not-to-exceed amount stated in the original agreement from $600,000 to $1,250,000 to allow continued support to help implement the Capital Improvement Plan. This amendment provides for on-call engineering design services for various projects in the Capital Improvement Plan, including ongoing support of the 2021 Street Resurfacing Project, 2021 Slurry Seal Project, Isabel Avenue/I-580 Interchange, upcoming projects in the Capital Improvement Plan, including pavement rehabilitation, roadway projects, trail projects, right-of-way mapping, and review of various development projects.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for services rendered under this agreement will be derived from the various capital improvement projects in the approved Capital Improvement Plan, developer fees for various development projects for which consultant services are required, and the Engineering operating budget for miscellaneous consultant services. No additional appropriation is necessary.

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment to Engineering Services Agreement

Prepared by: Saurabh Nijhawan
Associate Engineer

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 EXECUTE A FIRST AMENDMENT TO THE ON-CALL ENGINEERING SERVICES AGREEMENT WITH QUINCY ENGINEERING INCREASING THE NOT-TO-EXCEED AMOUNT TO $1,250,000 AND EXTENDING THE TERM OF THE AGREEMENT

On February 10, 2021, the City of Livermore ("City") and Quincy Engineering ("Consultant") entered into an agreement for Consultant to provide civil engineering design, engineering analysis, environmental studies, traffic engineering, geotechnical engineering, CASp review, stormwater plan preparation, surveying, mapping, structural evaluation, utility location, right-of-way assistance, and assorted general drafting services in connection with a variety of City capital improvement projects and miscellaneous development projects ("Original Agreement").

The City and Quincy Engineering now desire to amend the Original Agreement to increase the not-to-exceed amount from $600,000 to $1,250,000. This proposed increase is required to provide services for an additional two years.

Additionally, the demand has increased for civil engineering services including plan and specification preparation, engineering analysis, stormwater plan preparation, surveying, mapping, structural evaluation, utility location, and right-of-way assistance. City and Consultant also now desire to amend the Original Agreement to extend the term of the agreement to February 10, 2025.

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

1. The City Manager to sign on behalf of the City of Livermore, the First Amendment to the Engineering Services Agreement with Quincy Engineering, attached hereto as Exhibit A, and incorporated by this reference, to increase the not-to-exceed amount to $1,250,000, and to extend the term of the Agreement to February 10, 2025, for on-call engineering services.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 12, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti _____
Tara Mazzanti
Assistant City Attorney

Exhibit A – First Amendment to On-Call Engineering Services Agreement with Quincy Engineering

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS FIRST AMENDMENT, is made and entered into this ____ day of _____, 2022, by and between the City of Livermore, a municipal corporation ("City"), and Quincy Engineering, a California Corporation ("Consultant").

RECITALS

On February 10, 2021, City and Consultant entered into an agreement for Consultant to provide engineering design services to perform on-call plan and specification preparation, engineering analysis, environmental studies, traffic engineering, geotechnical engineering, CASp review, stormwater plan preparation, surveying, mapping, structural evaluation, utility location, and right of way assistance for City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to provide additional on-call engineering services as specified in the Original Agreement and increase compensation by $650,000 and extend the original agreement to February 10, 2025. This is the first amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 3, "Description of Services," of the Original Agreement is deleted and replaced with the following:

      Description of Services. Consultant shall provide the following engineering services as more particularly set forth in Exhibit "A" to the original agreement, "Exhibit A-1" to the First Amendment which shall be (collectively "the Services")

      Provide on-call engineering for various City's capital improvement and miscellaneous development projects.

      These services shall be ordered as needed pursuant to individual written project assignment orders issued by the City and approved by the City Engineer. Project assignments will include a scope of work and budget to provide standards to determine when City will deem that project complete. City also reserves the right not to order any services or expend any money pursuant to this Agreement.

B. Subparagraph (a) of Section 6, “Compensation and Payment,” of the Original Agreement is deleted and replaced with the following:

(a) The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of $1,250,000 ("not-to-exceed amount").

1. The compensation payable by the City to the Consultant for the Services required by Exhibit A to the Original Agreement SHALL NOT EXCEED the sum of $600,000.

2. The compensation payable by the City to the Consultant for the Services required by Exhibit A-1 to the Original Agreement SHALL NOT EXCEED the sum of $650,000.

City shall compensate Consultant for the Services rendered at the hourly rates, task amounts, or travel expenses set forth in Exhibit “A” to the Original Agreement, Exhibit “A-1” to the First Amendment up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts, or travel expenses are intended to be Consultant’s only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

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

Term. The term of this Agreement commences on the Effective Date and terminates upon the depletion of funds or February 10, 2025, whichever comes first.

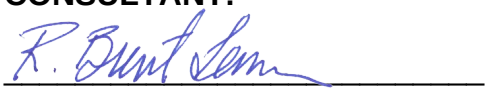
2. These amendments are prospective and only apply to the Services rendered by Consultant after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not relieve the parties of the terms and conditions of the Original Agreement as written and in effect at the time the Services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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CONSULTANT: **Dated:**



November 3, 2022

By: R. Brent Lemon
Title: Vice President

CITY OF LIVERMORE: **Dated:**

_____ _____

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

_____

Assistant/City Attorney

APPROVED AS TO INSURANCE:

_____

Risk Manager/Analyst

Exhibit A-1
City of Livermore On-Call
Year 2023 Agreed Hourly Rates

Rates are effective January 1, 2023 through December 31, 2023

Labor by Classification	Hourly Rate	
	Minimum	Maximum
Principal Engineer	$270	$390
Senior Engineer	$250	$350
Associate Engineer	$210	$230
Engineering Designer I	$120	$150
Engineering Designer II	$140	$180
Engineering Designer IX	$190	$220
Senior Engineering Tech*	$190	$220
Engineering Tech/Assistant*	$90	$150
CAD Manager*	$160	$190
CAD Tech*	$110	$140
Student Assistant/Intern*	$85	$120
Administrative Assistant/Support Staff*	$125	$150
Senior Project Manager	$250	$320
Project Manager I	$250	$330
Project Manager Assistant	$125	$160
Resident Engineer/Bridge Rep	$250	$340
Senior Inspector**	$220	$300
Inspector**	$160	$295
Surveying - Office Classifications		
Senior Surveyor/ Survey Department Manager	$210	$290
Associate Surveyor/Project Surveyor	$160	$200
Survey Technician*	$100	$160
Surveying - Field Classifications		
Party Chief**	$275	$290
Instrumentman**	$170	$280
Chainman/Rodman**	$140	$270
Apprentice**	$140	$205
One Man Crew**	$275	$290
Two Man Crew**	$415	$560

Other Direct Costs		
Office Computer & Software		Included in Labor Hourly Rate
Office Phone/Cell/Fax		Included in Labor Hourly Rate
Reproduction		
Black & White in office		Included in Labor Hourly Rate
Color in office		Included in Labor Hourly Rate
Vendor		Cost
Delivery		Cost
Mileage		Current Federal Rate ($.625/mi.)
Other Travel		Cost
Subconsultants		Cost
Short Term Per Diem **	up to	$180 per day
Long Term Per Diem**	up to	$120 per day
Field Vehicle	up to	$67 per day
Field Computer/Printer		$220 per month
Field Cellular Phone		$130 per month
Misc.		Cost

Notes:

*Overtime rates apply to these classifications and will be charged at 1.5 times the hourly rate.

** Prevailing Wage labor, travel, and per diem rates may apply for Construction Inspection and Surveying services.

Labor Costs to be invoiced based on agreed hourly rate shown.

Other Direct Costs to be invoiced at actual cost.

All rates subject to an annual escalation of up to 5% per year.

SCHEDULE OF CHARGES 2022

PROFESSIONAL SERVICES

Principal	$285/hour
Associate	$225/hour
Senior II	$195/hour
Senior I	$185/hour
Project II	$175/hour
Project I	$165/hour
Staff II	$155/hour
Staff I	$145/hour

TECHNICAL SERVICES

Senior Construction Manager*	$150/($175-PW)/hour
Construction Inspector*	$130/($155-PW)/hour
Senior Designer	$160/hour
CADD Designer	$140/hour
CADD Technician	$125/hour
Senior Field Scientist	$125/hour
Field Scientist	$105/hour
Senior Technician*	$130/($155-PW)/hour
Field/Engineering Technician*	$105/($130-PW)hour
Project Administrator	$115/hour
Technical Editor	$105/hour
Clerical	$95/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	$345/hour
Court Appearances & Depositions	$575/hour

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	$105/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	$4,000/Day
Coring	$5,000/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. ..... cost + 15%

COMMUNICATION/ REPRODUCTION

In-house costs for postage, printing and copying ..... project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of $25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

LIVERMORE
CALIFORNIA

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

DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing the City Manager to execute a First Amendment to the agreement with Schaaf & Wheeler for on-call engineering services, increasing the not-to-exceed amount to $500,000 and extending the term of the agreement two additional years to December 31, 2024.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a First Amendment to the agreement with Schaaf & Wheeler for on-call engineering services. The First Amendment extends the term of the agreement until December 31, 2024 and increases the not-to-exceed amount from $300,000 to a total of $500,000.

SUMMARY

The Engineering Division utilizes an on-call engineering consultant to provide engineering design services for utility projects, including water, wastewater, and storm water projects associated with the City's Capital Improvement Program, subsequent updates to the program, hydraulic modeling, stream assessment, development projects, and engineering operational support for the City. This First Amendment increases the not-to-exceed contract maximum from $300,000 to $500,000 and extends the term of the agreement to December 31, 2024.

DISCUSSION

The Engineering Division utilizes an on-call engineering consultant to provide engineering design services for utility projects, including water, wastewater, and stormwater projects in the City's Capital Improvement Plan, subsequent updates to the program, hydraulic modeling, stream assessment, development projects, and engineering operational support for the City. On February 12, 2020, the City Council authorized the City Manager to execute an on-call engineering services agreement with Schaaf & Wheeler (Consultant) in the amount of $300,000 to provide these services for a two-year term.

During the current term, Schaaf & Wheeler has been instrumental in providing engineering support in a wide variety of tasks related to water, wastewater, and stormwater designs for projects in the City's

Capital Improvement Plan and Stream Maintenance Program. Schaaf & Wheeler designed stream maintenance activities that were completed in 2021 and 2022. They also have been working to finalize permanent Cottonwood Creek stream improvements. Schaaf & Wheeler has also provided hydraulic modeling for storm drains and creeks related to new development and capital improvement projects.

This amendment provides for on-call engineering design services for various projects in the Capital Improvement Plan. Potential projects include, but are not limited to, storm drain trash capture, long term solutions for sediment removal at the Holmes Street bridge, permanent improvements for flooding at Quince Court in Springtown, permanent storm damage repairs at Cottonwood Creek, and additional support for the City's Stream Maintenance Program.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for services rendered under this agreement will be derived from the various capital improvement projects in the approved Capital Improvement Program and the engineering operating budget for miscellaneous consultant services. Therefore, no additional appropriation is necessary.

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment to Engineering Services Agreement

Prepared by: Edward Reyes
Assistant Civil Engineer

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 EXECUTE A FIRST AMENDMENT TO THE ON-CALL ENGINEERING SERVICES AGREEMENT WITH SCHAAF & WHEELER INCREASING THE NOT-TO-EXCEED AMOUNT TO $500,000 AND EXTENDING THE TERM OF THE AGREEMENT

On February 12, 2020, the City of Livermore ("City") and Schaaf & Wheeler ("Consultant") entered into an agreement for Consultant to provide engineering design services for on-call utility projects, including water, wastewater, and storm water projects associated with the City's Capital Improvement Program (CIP), subsequent updates to the program, Development Projects, and Engineering operational support for the City ("Original Agreement").

The City and Schaaf & Wheeler now desire to amend the Original Agreement to increase the not-to-exceed amount from $300,000 to $500,000. This proposed increase is required to provide services for two additional years. Additionally, the demand has increased for on-call engineering services for water, wastewater, and storm water projects. City and Consultant also now desire to amend the Original Agreement to extend the term of the agreement to December 31, 2024.

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

1. The City Manager to execute the First Amendment to the Engineering Services Agreement with Schaaf & Wheeler, attached hereto as Exhibit A, to increase the not-to-exceed amount to $500,000, and to extend the term of the Agreement to December 31, 2024, for on-call engineering services.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 12, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – First Amendment to On-Call Engineering Services Agreement with Schaaf & Wheeler

FIRST AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS FIRST AMENDMENT, is made and entered into this_____day of_____, 2022, by and between the City of Livermore, a municipal corporation ("City"), and Schaaf & Wheeler Consulting Civil Engineers, a California corporation ("Consultant").

RECITALS

On February 12, 2020, City and Consultant entered into an agreement for Consultant to provide engineering design services for on-call utility projects, including water, wastewater, and storm water projects associated with the City's Capital Improvement Program (CIP), subsequent updates to the program, Development Projects, and Engineering operational support for the City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to provide additional on-call engineering services as specified in the Original Agreement, increase the Consultant's compensation by $200,000, and extend the Term of the Agreement to December 31, 2024. This is the First amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

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

   Compensation and Payment.

   (a) The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of $500,000 ("not-to-exceed amount").

      1. The compensation payable by City to Consultant for the Services required by Exhibit A to the Original Agreement SHALL NOT EXCEED the sum of $300,000.

      2. The compensation payable by City to Consultant for the services required by Exhibit A-1 to the First Amendment Agreement SHALL NOT EXCEED the sum of $200,000.

   City shall compensate Consultant for the Services rendered during 2021 and 2022 at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A" of the Original Agreement. City shall compensate Consultant for the services rendered in 2023 and 2024 at the hourly rates, task amounts, or travel expenses set forth in Exhibit "A-1" of the First Amendment up to the

not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts, or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all cost or labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

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

Term. The term of this Agreement commences on February 12, 2020, and terminates upon the depletion of funds or December 1, 2024, whichever occurs first.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CONSULTANT:

By: Dan Schaaf
Title: Vice President

Dated: 10/27/22

CITY OF LIVERMORE:

Marianna Marysheva
City Manager

Dated:

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

EXHIBIT A-1

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
4699 Old Ironsides Dr., Suite 350
Santa Clara, CA 95054-1860
408-246-4848
Fax 408-246-5624

Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

Classification	Rate/Hr	Classification	Rate/Hr
Principal Project Manager	$255	Construction Manager	$240
Senior Project Manager	$240	Senior Resident Engineer	$215
Senior Engineer	$225	Resident Engineer	$195
Associate Engineer	$205	Assistant Resident Engineer	$180
Assistant Engineer	$190		
Junior Engineer	$180		
Designer	$165		
GIS Analyst	$165		
Technician	$160		
Engineering Trainee	$130		

Litigation Charges

Work done in preparation for litigation and other very high level-of-expertise assignments is charged at $350 per hour. Court or deposition time as an expert witness is charged at $450 per hour.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Effective 1/1/23

22-0064 JKS/TMM

LIVERMORE
CALIFORNIA

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

DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing the execution of an agreement with Milliken Services, LLC in an amount not-to-exceed $668,678 to replace carpet and flooring throughout the City Hall building.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with Milliken Services, LLC to replace carpet and flooring throughout the City Hall building in an amount not-to-exceed $668,678.

SUMMARY

The carpet and flooring throughout City Hall are over 20 years old and showing signs of wear and tear and staining in many areas, including places accessible by the public. Based on visual inspection, staff has determined that the carpet and flooring is at the end of its useful life and needs to be replaced. Milliken Services, LLC has submitted a bid to the City of Livermore according to the pricing from an Omnia Partners purchasing agreement that was executed with the University of California in May of 2019.

DISCUSSION

The replacement of the carpet and flooring throughout City Hall would eliminate potential safety hazards from years of use. The carpet that was installed in City Hall more than 20 years ago was installed in roll form, meaning a large section would need to be removed to repair a small area. Staff recommends the new carpet installation be done using 12” x 36” carpet tiles. This will save the City money in the future, because maintenance staff will be able to replace areas that show wear and tear or staining rather than having to hire a contractor. Staff will maintain a stock of carpet tiles for replacement purposes, further saving the City money. New carpet and flooring would also present a better aesthetic to the public.

Milliken Services, LLC holds a cooperative purchasing agreement #2020002150 through Omnia Partners for flooring replacement. Livermore Municipal Code Section 2.68.370 allows for an exemption to the quotation and bidding requirements if such purchases are based on an agreement or cooperative

purchasing program entered into by any public agency. In such cases, the supplies and services subject to the agreement or program and the underlying purchase must have been made using a quotation or bid procedure at least as restrictive as the City's. The process utilized in this cooperative agreement meets the requirements of the Livermore Municipal Code.

FISCAL AND ADMINISTRATIVE IMPACTS

This carpet replacement for City buildings project (2015-18) is part of the Capital Improvement Plan for FY 2022-23 and funds will be provided from the Facilities Rehabilitation Program (Fund 740).

ATTACHMENTS

1. Omnia Cooperative Purchasing Contract
2. Resolution
3. Exhibit A - Milliken Services, LLC Agreement

Prepared by: Jason Calkins
Public Works Supervisor

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DocuSign Envelope ID: 00D557F5-8C93-4D50-98E5-20C6B1CE3305

UNIVERSITY OF CALIFORNIA

Purchasing Agreement 2020002150

As a result of Request for Proposal #001225-May2019 (University of California Systemwide Flooring), the Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California, and Milliken Services, LLC ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

A) The initial term of the Agreement will be from April 15th, 2020 through April 14th, 2025 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **Five (5)** successive One (**1**)-year periods (each, a Renewal Term), by providing Supplier with at least Thirty (**30)** calendar days' written notice before the end of the Initial Term or any Renewal Term.

B) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.

C) UC or Supplier may terminate the Agreement for cause by giving the other party at least **30** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

A. Pricing. Refer to **Attachment B – UC Price Schedule** for Pricing.

i. Price Increases – After the first twelve (12) months of the term, or longer term as negotiated between UC and the Supplier, of any resulting contract, the Supplier will have an opportunity to request price increases. Requests for price increases may only be made once a year, in writing, 60 days in advance of the contract anniversary date.

a. Product Price Increases – Product price increases will be not exceed the lesser of 3% or the annual increase in the Product Price Index (PPI) for the corresponding commodity:

(1) Vinyl Flooring: Plastics Material and Resins Manufacturing (PCU325211325211)
(2) All Carpet Products: Carpet and Rug Mills: Carpets & Rugs (PCU3141103141100)
(3) Rubber and Linoleum: Plastics and Rubber Products Manufacturing (PCU326326)
(4) Wood Products: Other Millwork, Including Flooring (PCU321918321918)

b. Labor Price Increases – Labor price increases will only be allowed under an increase in the

Department of Industrial Relations (DIR) Prevailing Wage Schedule, and will be capped at the corresponding percentage of any DIR increase.

c. Freight – Where applicable, Supplier agrees to maintain freight pricing, in either set rate or as a percentage of spend, consistent with any increase or decrease in the PPI for General Freight Trucking, Long-Distance Truckload (PCU484121484121)

B. Invoicing Method

Each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards http://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.]

C. Invoicing

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will not pay freight as all quoted material costs are freight inclusive.

All invoices must clearly indicate the following information:

Charges associated with California AB2398
California sales tax as a separate line item;
UC Purchase Order or Release Number;
Description, quantity, catalog number and manufacturer number of the item(s) ordered;
Net cost of each item;
Description, quantity, and pay rate of any services provided
Any pay/earned/dynamic discount;
Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

D. Settlement Method and Terms

Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, the Settlement Method and Terms will be as follows: **ACH Net60**

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding contract issues:

Name	Reynaldo Cano-Boza
Phone	510.987.9893
Email	Reynaldo.cano-boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

To Supplier:

Name	Tamlin Antoine
Phone	202.480.6461
Email	Tamlin.antoine@milliken.com
Address	924 Milliken Road
	Spartanburg, SC 29303

6. Intellectual Property, Copyright and Patents

/ **X** / The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

/ X / The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Work performed under this agreement is a public work subject to California Labor Code section 1771. Supplier, or sub-Supplier, must be registered with the DIR pursuant to Labor Code section 1725.5. Supplier is required to post the applicable prevailing wage rate determination and any job site notices as prescribed by the DIR. The work is subject to compliance monitoring and enforcement by the DIR and is subject to project reporting through the DIR.

9. Fair Wage/Fair Work

/_X_/ Supplier is not required to pay the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) when providing the Services.

10. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

11. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – **Milliken Services.**

12. Cooperative Purchasing

Supplier agrees to extend pricing and Goods and/or Services to the California State University institutions (CSU) and the California Community Colleges (CCC) and public agencies nationwide (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners under the terms of the Agreement. All contractual administration issues (e.g. terms and conditions, extensions, and renewals) will remain UC's responsibility. Operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes

involving individual CSU or CCC campuses will be addressed, administered, and resolved by each CSU or CCC campus.

13. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

14. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

a. Purchase Agreement 2020002150
b. UC Terms & Conditions of Purchase
c. Attachment A – Statement of Work
d. UC Request for Proposal (#001225-MAY2019) University of California Systemwide Flooring (RFP)
e. Attachment B – University of California Price Schedule
f. Attachment C – Reporting Requirements
g. Appendix – Ecommerce

15. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Justin Sullivan
(Signature) 25141E0F2884C40B...

Justin Sullivan Executive Director
(Printed Name, Title)

4/23/2020
(Date)

Milliken Services, LLC

DocuSigned by:
Tamlin Antoine
(Signature) 0837D1A6E0B453...

Tamlin Antoine Director of Government Sales
(Printed Name, Title)

4/20/2020
(Date)

DocuSign Envelope ID: 00D557F5-8C93-4D50-98E5-20C6B1CE3305

UNIVERSITY OF CALIFORNIA

Terms and Conditions of Purchase

ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at https://policy.ucop.edu/doc/3420365. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to

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rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:
   1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
   2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
   3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the

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source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and

4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.

E. General Accessibility Requirements. Supplier warrants that:
   1. It will comply with California and federal disability laws and regulations;
   2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
   3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its subsupplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.

1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether

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the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
   1. Each Occurrence $ 1,000,000
   2. Products/Completed Operations Aggregate $ 2,000,000

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3. Personal and Advertising Injury $ 1,000,000
4. General Aggregate $ 2,000,000

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence or claim with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.

E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
   1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
   2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:

i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
iv. FAR 52.219-8, Utilization of Small Business Concerns;
v. FAR 52.222-17, Non-displacement of Qualified Workers;

vi. FAR 52.222-21, Prohibition of Segregated Facilities;
vii. FAR 52.222-26, Equal Opportunity;
viii. FAR 52.222-35, Equal Opportunity for Veterans;
ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
x. FAR 52.222-37, Employment Reports on Veterans;
xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
xii. FAR 52.222-41, Service Contract Labor Standards;
xiii. FAR 52.222-50, Combating Trafficking in Persons;
xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
xvi. FAR 52.222-54, Employment Eligibility Verification;
xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
xix. FAR 52.224-3, Privacy Training;
xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services*)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
ii. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
iii. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
iv. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

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employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit

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Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.

B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.

C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.

E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.

F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.

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ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

A. An investment worth $2,000 or more in Supplier or its affiliate;
B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or
D. A personal financial benefit from the Agreement in the amount of $250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION

Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process.

Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article.

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Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information.

ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines:
(https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf).
In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below:
    a. Uses bulk packaging;
    b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
    c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
    d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
    e. Uses locally recyclable or certified compostable material.
D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist.
E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified.

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Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
   1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
   2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
   3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

B. If Supplier is not an Applicable Large Employer (as defined above):
   1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
   2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

A. Notice of the general prevailing per diem wage rates, and
B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will

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be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed $100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures, concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date. All Supplier FW/FW compliance resources available here: https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

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Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

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ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 37 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BUSINESS ASSOCIATES, and/or APPENDIX – GENERAL DATA PROTECTION REGULATION.

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ATTACHMENT A TO PURCHASING AGREEMENT #2020002150

STATEMENT OF WORK

This Statement of Work ("SOW") is issued pursuant to Purchasing Agreement #2020002150 dated April 15th, 2020 between UC and Supplier ("Agreement").

1. Flooring Products & Services at the University of California

Products and services provided to the University shall meet all requirements established under the Category Specifications and Installation Services requirements as defined in University of California Request for Proposal "#001225-May2019 - University of California Systemwide Flooring".

2. Term of SOW

This SOW will begin on April 15th, 2020 ("Effective Date") and continue through April 14th, 2025. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Tasks and Activities, Deliverables and Completion Timeframe

Supplier Obligations				
Task		Activities	Deliverables	Completion Date or Timeframe
1	Flooring Products & Services	Provide flooring products services as needed either directly or through a flooring dealer.	Flooring Products, Installation Services, Recycling & Reclamation of Old Floor Covering	As requested
2	Quarterly KPI Reports	Provide Quarterly reporting on product recycling and small business utilization as outlined in Attachment C.	Quarterly KPI Reports	30 days following the end of the quarter
3	Monthly Purchase Reports	Provide Monthly purchase reports as defined in Attachment C.	Monthly Sales Reports	15 days following the last day of the month

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4. UC Obligations

Not Applicable

5. Place(s) of Performance

Supplier agrees to make available products and services to any UC location upon the terms, conditions, and pricing set forth in this agreement. Additionally, products and services will be made available nationally through OMNIA Partners member agencies.

6. Key Personnel

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship:

Name	Tamlin Antoine
Phone	202.480.6461
Email	Tamlin.antoine@milliken.com
Address	924 Milliken Road
	Spartanburg, SC 29303

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	Reynaldo Cano-Boza
Phone	510.987.9893
Email	Reynaldo.cano-boza@ucop.edu
Address	7835 Trade Street, Suite 100
	San Diego, CA 92121

7. Reporting Requirements

Quarterly and Monthly Reports as described in Attachment C, including:

Quarterly – Recycling & Reclamation
Quarterly – Small Business Utilization
Monthly – Purchases

Supplier agrees to register and participate in an assessment of their sustainability practices and procedures through EcoVadis Corporate Social Responsibility (CSR) monitoring platform within 60 days of agreement signature.

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

8. Service Level Agreement

During the Term of the Agreement, and any extension(s) of the Term, Supplier will meet Service Levels defined under section 5 requirements as defined in University of California Request for Proposal "#001225-May2019 - University of California Systemwide Flooring".

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The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

9. Program Requirements

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier's ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery)	- by 3:30 pm Pacific Time
Storehouse (drop ship delivery)	- by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Returns. Supplier agrees to accept standard Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Returns of standard goods may result in a 15% restocking fee, as well as any applicable shipping charges. Returns will not be allowed on custom or made to order styles. Supplier agrees to pay freight on any returns resulting from an error in shipment including, but not limited to, incorrect style, quantity, location, etc.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC's request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

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10. Partnership Opportunities

Upon mutual terms, Supplier and UC Campuses may engage in partnership opportunities that align the teaching, research and service mission of the University with strategic supplier relationships. These opportunities allow the Supplier to more directly impact student, faculty, staff, and alumni stakeholders throughout the University. Opportunities may include, but are not limited to:

- Student Internship & Career Development Opportunities
- Projects & Research focused on advancing sustainability of flooring products & services
- Guest lecture opportunities for design, engineering, sustainability, and business disciplines
- Sponsorship of Intercollegiate Athletics, Alumni, Associated Student Groups, etc.

11. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

12. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

This Statement of Work is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**Milliken Services, LLC**
DocuSigned by: Justin Sullivan (Signature)	DocuSigned by: Tamlin Antoine (Signature)
Justin Sullivan Executive Director	Tamlin Antoine Director of Government Sales
(Printed Name, Title)	(Printed Name, Title)
4/23/2020	4/20/2020
(Date)	(Date)

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ATTACHMENT 1

Milliken

Attachment B - University of California Price Schedule

Confidential Information

UCOP Agreement #2020002150

Product Name/Category	Product Size	Member Cost Freight Included	MSRP	Percent Discount off MSRP	Additional Volume Based Discounts	Disclosure of Chemicals of Concern	Does Product have an EPD	Third Party Certifications
Modular Carpet Products (Per Sq. Yd)								
Arcadia	1m, 25cmx1m	$ 25.10	$ 108.65	76.90	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Archipelago	50cm	$ 29.09	$ 113.75	74.43	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Arctic Survey	25cm x 1m	$ 38.76	$ 130.79	70.37	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
City Proper	50cm	$ 33.59	$ 111.59	69.89	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Common Thread	50cm	$ 23.62	$ 81.65	71.07	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Continental	25cm x 1m	$ 32.77	$ 108.99	69.93	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Formwork	50cm, 25cm x 1m	$ 26.98	$ 77.69	65.27	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Ghost Artist Collection	50 cm	$ 35.89	$ 71.39	49.72	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Journal	50CM	$ 26.32	$ 91.99	71.39	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Major Frequency: One	25cm x 1m	$ 28.90	$ 54.99	47.44	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.

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Major Frequency: Two	25cm x 1m 50cm x 1m	$ 23.09	$ 40.99	43.66	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Monuments & Shrines	50cm	$ 34.13	$ 101.15	66.25	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Motionscape	25cm x 1m	$ 29.33	$ 91.35	67.90	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
New Slant	25cm x 1m	$ 39.23	$ 128.85	69.56	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Nordic Stories - Loop & Tip Shear	50cm	$ 28.43	$ 83.99	66.15	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Sound and Fury	50cm	$ 32.96	$ 96.15	65.72	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Southern Analog	50cm	$ 33.95	$ 76.79	55.79	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Surface Study-Surface Study	50cm	$ 27.92	$ 107.29	73.98	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.

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Textured Sky	25cm x 1m 50cm x 50cm	$ 41.64	$ 126.59	67.11	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Whale Song	50cm	$ 32.14	$ 114.99	72.05	No	Flame Retardants	Yes	Cradle to Cradle Silver, Declare, CRI Green Label Plus, NSF 140 Gold. Milliken Carpet Tile can meet NSF 140 Platinum if required.
Broadloom Carpets (Per Sq. Yd.)								
Formwork	13'6"BL	$ 19.17	$ 28.89	33.66	No	Flame Retardants	Yes	Declare, CRI Green Label Plus, NSF 140 Gold
Adhesives, Backing Treatments, and	**UOM**							
TractionBack - Non Adhesive Backing	Per Sq. Yd.	$ 1.51						
Milliken Non-Reactive Standard Adhesive (4 gallon pail) - 150 sq. yd.avg. spread rate per pail	4 Gallon	$ 126.16						
Milliken Non-Reactive Standard Adhesive (pallet qty.)	4 Gallon	$ 119.72						
Milliken Moisture Extreme Spray Adhesive 75 sq. yd. spread rate per 6-pack	6 packs	$ 797.63						
Milliken LVT Adhesive Spread Rate 220-260 sq. ft./gallon	1 Gallon	$ 38.12						
Milliken LVT Adhesive Spread Rate 220-260 sq. ft./gallon	4 Gallon	$ 129.03						
Acousti-Loc Adhesive Porous - 200 sqft / gallon, Non Porous - 250 sqft / gallon	2 Gallon	$ 139.59						
Premium Underlayment for Luxury Vinyl Tile	100 Sq. Ft. (4 Rolls/Box)	$ 283.87						
Broadloom Adhesive - 4 gal pail 30 sq. yd. avg. spread rate per pail	4 Gallon	$ 72.27						
Broadloom Adhesive (pallet Qty.)	4 Gallon	$ 68.69						
LVT Products (Per Sq. Ft.)								
Abstract - Fibre	18" x 36"	$ 3.33	$ 3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Abstract - Twist	18" x 18"	$ 3.33	$ 3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
District Collection - Midtown Village	18" x 18"	$ 3.33	$ 3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Stone - Charlotte, Slate	18" x 18"	$ 3.33	$ 3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Stone - Serpeggiante	12" x 24"	$ 3.33	$ 3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Stone - Stone	18" x 36"	$ 3.33	$ 3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Wood - Apple Wood, Oak,	5" x 48"	$ 3.33	$ 3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Wood - Cherry, Eucalyptus Saligna, Fine Line, Kokutan, Laurel Oak, Rosecliff Cherry, Rosewood, Rustic Pine, Teak	7" x 48"	$ 3.33	$ 3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Wood - Aged Oak, Fissure Oak	9" x 48"	$ 3.33	$ 3.59	7.24	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Loose Lay Abstract - Immersive Cross Cut, Immersive Vertical	7.9" x 39.4"	$ 4.50	$ 4.69	4.05	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Loose Lay Abstract - Immersive Square, Tactual	19.7" x 19.7"	$ 4.50	$ 4.69	4.05	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Loose Lay Abstract - Sensations. Tangible	18" x 36"	$ 4.50	$ 4.69	4.05	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Loose Lay Abstract - Power Grid, Polished Concrete	36" x 36"	$ 4.50	$ 4.69	4.05	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD
Loose Lay Natural Collection - Fargesia Bamboo, Heritage Wood, Eero, Shenandoah, Pike, Gunnison	9" x 59.72"	$ 4.50	$ 4.69	4.05	No	Polyvinyl Chloride	Yes	Dec are, FloorScore, EPD

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Metro Park Rigid Form - Shenandoah, Pike, Kokutan, Euclaytus Saligna, Applewood Heritage Wood	7" x 48"	$ 4.06	$ 5.00	18.83	No	Polyvinyl Chloride	Yes	Declare, FloorScore
Metro Park Rigid Form - Tangible	18" x 36	$ 4.06	$ 5.00	18.83	No	Polyvinyl Chloride	Yes	Declare, FloorScore
							Yes	
Change Agent Relic - Rune, Philosphy, Virtue, Shrine, Antiquity, Heirloom, Artifact, Fortune, Hero, Elixir, Figure, Quest	25cm x 100cm	$ 4.74	$ 4.79	1.07	No	Polyvinyl Chloride	Yes	Declare, FloorScore
Change Agent Conjure - Arise, Spirit, Ember, Nexus, Ash, Cycle, Coal	25cm x 150cm	$ 4.74	$ 4.79	1.07	No	Polyvinyl Chloride	Yes	Declare, FloorScore
Change Agent Rootwork - Enchant, Harvest, Sacred, Divine, Crest, Honor, Revere, Heir, Legend	25cm x 150cm	$ 4.74	$ 4.79	1.07	No	Polyvinyl Chloride	Yes	Declare, FloorScore
Max Order from Inventory - 200m^2, 240yd^2, 2160ft^2								
Installation Prices ("NOT TO EXCEED" costs)								
Actual Installation costs will require site review and estimate								
Cove base: furnish and install 4"	LNF	$ 2.75						
Cove base: Furnish and install 4.5"	LNF	$ 2.90						
Cove base: furnish and install 6"	LNF	$ 3.00						
Transition strips: Metal (furnish&install)	LNF	$ 4.00						
Transition strips: Vinyl (furnish&install)	LNF	$ 4.00						
Stair nosing (furnish and install)	LNF	$ 5.00						
Stair tread (furnish and install)	LNF	$ 40.00						
Floor Prep	Per Sq. Ft.	$ 1.00						
Furnish and Install Standard VCT	Per Sq. Ft.	$ 2.75						
Furnish and Install SRT/VCT Slip Resistant	Per Sq. Ft.	$ 7.00						
Install LVT	Per Sq. Ft.	$ 2.75						
Underlayment Install - NTE Level	Per Sq. Ft.	$ 2.25						
Remove VCT or LVT	Per Sq. Ft.	$ 1.75						
*Furnish and Install Hard Surface Tile/Wood/Rubber Tile	Per Sq. Ft.	$ 20.00						
*Note this price includes setting materials, grout and base but does not include epoxy, mud bed or waterproofing								
Labor: Material Handling/Staging	Per Sq. Yd.	$2.00						
Labor: Hard Surface Tile Removal	Per Sq. Ft.	$ 5.00						
**Scarify Subfloor	Per Sq. Ft.	$ 1.10						
**Note this services requires a $500 minimum trip charge								
Install Carpet cove base	LNF	$ 4.00						
Labor: install carpet (rennovation)	Per Sq. Yd.	$ 9.00						
Labor: install carpet (new construction)	Per Sq. Yd.	$ 8.50						
Labor: remove existing carpet	Per Sq. Yd.	$ 3.50						
Labor: move furniture (light moving)	Per Sq. Yd.	$ 5.00						
Labor: move furniture (medium moving)	Per Sq. Yd.	$ 9.00						
Labor: move furniture (heavy moving)	Per Sq. Yd.	$ 27.00						
Labor nights & weekends upcharge	Per Sq. Yd.	$ 5.00						
Material disposal	Per Sq. Yd.	$ 1.25						
Labor: Stairs	LNF	$ 3.00						
30 Yard Dumpster	Each	$ 1,000.00						
Moisture Abatement		quote per project						
Moisture Testing: Per Test NTE (Includes tests and labor/time to set and read)	Each	$ 250.00						
Project Management Fee on Turnkey projects		up to 20% of contract value						

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Authorized Exceptions and Notes to Pricing Listed Above:

>Per F.A.R. Sec ion 52.299-4 c, the vendor will charge for reimbursement of taxes imposed on the contractor

>When Installation is purchased, the contract price will be increased in States where State and, or Local taxes are applicable for installed projects

>All Installa ion projects are subject to an administrative processing fee

>Prevailing Wage, Union Labor, and High-Cost Areas are not included in pricing listed above. Pricing for hese projects will be project and quote specific according to the specific market.

High-Cost areas include, but are not limited to the following: Boston, Chicago, Kansas City, Los Angeles, Miami, New York, Philadelphia, San Diego, San Francisco, St. Louis, Washington, D.C.

>Open Market Items: Certain projects may require products and services not listed in the contract. These items will be priced and provided at open market price.

>Project Minimums: Carpet Installation Pricing is for projects of 250sy or more. If project requires less than 250sy, minimum charges may apply.

>Project Minimums: LVT/VCT Installation Pricing is for projects 750sf or more. If project requires less than 750sf, minimum charges may apply.

>Turnkey Invoicing: Material will be invoiced as it is shipped (or phased) and labor will be invoiced upon completion of project.

>Exclusions: Asbestos Testing and Abatement, Major floor prep and Leveling, Hoisting, Handling electronic equipment including (but not limited to) computers, telephones and personal belongings.

Payment and Performance Bonds, Floor and Equipment protection and Long Term Storage of Materials.

> Mobilization charges may apply if installation crew arrives on project site and cannot perform scheduled work due to unexpected conditions by customer.

All Prices include freight (FOB Destination, contiguous U S) Orders should be entered as inclusive of Freight

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ATTACHMENT 1

SUPPLIER Milliken Services		NorCal (Area 1 - UCB,UCSF)		NorCal (Area 2 - UCSC)		NorCal (Area 3 - UCD)		NorCal (Area 4 - UCM)		SoCal (Area 1 - UCLA, UCI, UCR, UCSB)		San Diego - UCSD	
Labor Description	**UOM**	**Standard Rates**	**Prevailing Wage**	**Standard Rates**	**Prevailing Wage**	**Standard Rates**	**Prevailing Wage**	**Standard Rates**	**Prevailing Wage**	**Standard Rates**	**Prevailing Wage**	**Standard Rates**	**Prevailing Wage**
Installation Carpet Tile	SqYD	$ 9.00	$ 14.50	$ 9.00	$ 14.50	$ 9.00	$ 11.00	$ 9.00	$ 14.50	$ 9.00	$ 13.25	$ 9.00	$ 12.00
Removal of Carpet Tile	SqYD	$ 3.50	$ 5.00	$ 3.50	$ 5.00	$ 3.50	$ 5.25	$ 3.50	$ 5.00	$ 3.50	$ 4.75	$ 3.50	$ 4.00
Installation Broadloom (direct glue down)	SqYD	$ 9.00	$ 18.50	$ 9.00	$ 18.50	$ 9.00	$ 10.50	$ 9.00	$ 18.50	$ 9.00	$ 13.25	$ 9.00	$ 11.50
Installation Broadloom (w/Pattern)	SqYD	$ 9.00	$ 22.50	$ 9.00	$ 22.50	$ 9.00	$ 10.50	$ 9.00	$ 22.50	$ 9.00	$ 13.25	$ 9.00	$ 11.50
Removal of Broadloom (direct glue down)	SqYD	$ 3.50	$ 5.50	$ 3.50	$ 5.50	$ 3.50	$ 5.50	$ 3.50	$ 5.50	$ 3.50	$ 4.75	$ 3.50	$ 4.50
Removal of Double Stick Installation	SqYD	$ 7.00	$ 8.50	$ 7.00	$ 8.50	$ 7.00	$ 7.50	$ 7.00	$ 8.50	$ 7.00	$ 8.00	$ 7.00	$ 7.50
Removal/Disposal Resilient Flooring	SqFt	$ 2.00	$ 4.00	$ 2.00	$ 4.00	$ 2.00	$ 2.50	$ 2.00	$ 4.00	$ 2.00	$ 3.00	$ 2.00	$ 2.50
Carpet Disposal	SqYD	$ 1.25	$ 1.75	$ 1.25	$ 1.75	$ 1.25	$ 1.50	$ 1.25	$ 1.75	$ 1.25	$ 1.50	$ 1.25	$ 1.50
Carpet Reclamation Fee	SqYD	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00	$ 2.00
Installation of VCT	SqFt	$ 2.75	$ 4.00	$ 2.75	$ 4.00	$ 2.75	$ 3.00	$ 2.75	$ 4.00	$ 2.75	$ 3.50	$ 2.75	$ 3.00
Installation of Luxury Vinyl Tile	SqFt	$ 2.75	$ 5.00	$ 2.75	$ 5.00	$ 2.75	$ 3.50	$ 2.75	$ 5.00	$ 2.75	$ 4.50	$ 2.75	$ 3.50
Installation of Rubber (Tile or Roll)													
Installation of Sheet Vinyl													
Heat Welding (Sheet Vinyl)													
Installation Flash Cove (Sheet Vinyl)													
Palletize/Shrink Wrap Old Carpet for Reclamation	SqYD	$ 1.50	$ 2.00	$ 1.50	$ 2.00	$ 1.50	$ 2.00	$ 1.50	$ 2.00	$ 1.50	$ 2.00	$ 1.50	$ 2.00
Conventional Furniture Moving (Light)	SqYD	$ 5.00	$ 15.00	$ 5.00	$ 15.00	$ 5.00	$ 9.00	$ 5.00	$ 15.00	$ 5.00	$ 12.50	$ 5.00	$ 10.00
Conventional Furniture Moving Medium)	SqYD	$ 9.00	$ 17.00	$ 9.00	$ 17.00	$ 9.00	$ 11.00	$ 9.00	$ 17.00	$ 9.00	$ 15.00	$ 9.00	$ 12.00
L I F T Systems / Carpet Tile Projects Only	SqYD	$ 20.00	$ 27.00	$ 20.00	$ 27.00	$ 20.00	$ 21.00	$ 20.00	$ 27.00	$ 20.00	$ 25.00	$ 20.00	$ 22.50
Moisture Testing	EACH	$ 250.00	$ 300.00	$ 250.00	$ 300.00	$ 250.00	$ 300.00	$ 250.00	$ 300.00	$ 250.00	$ 300.00	$ 250.00	$ 300.00
Furnish/Install Resilient 4" Base	Linear FT	$ 2.75	$ 4.00	$ 2.75	$ 4.00	$ 2.75	$ 3.00	$ 2.75	$ 4.00	$ 2.75	$ 3.75	$ 2.75	$ 3.25
Furnish/Install Resilient 6" Base	Linear FT	$ 3.00	$ 5.50	$ 3.00	$ 5.50	$ 3.00	$ 3.50	$ 3.00	$ 5.50	$ 3.00	$ 5.00	$ 3.00	$ 4.00
Furnish/Install Carpeted 4" Base													
Furnish/Install Carpeted 6" Base													
Furnish/Install Transition	Linear FT	$ 4.00	$ 6.50	$ 4.00	$ 6.50	$ 4.00	$ 4.50	$ 4.00	$ 6.50	$ 4.00	$ 6.00	$ 4.00	$ 5.00
Tile Laying & Installation	SqFt	$ 20.00	$ 25.00	$ 20.00	$ 25.00	$ 20.00	$ 25.00	$ 20.00	$ 25.00	$ 20.00	$ 25.00	$ 20.00	$ 25.00
Floor Prep - Skim Coating to 1/8 inch (Material & Labor)	SqFt	$ 1.00	$ 3.50	$ 1.00	$ 3.50	$ 1.00	$ 2.50	$ 1.00	$ 3.50	$ 1.00	$ 3.25	$ 1.00	$ 3.00
Floor Prep Self leveling to 1/4 inch (Material & Labor)	SqFt	$ 2.00	$ 5.50	$ 2.00	$ 5.50	$ 2.00	$ 4.00	$ 2.00	$ 5.50	$ 2.00	$ 3.75	$ 2.00	$ 5.50
Hourly Rate for Services Not Listed	Hourly Labor Rate	$ 95.00	$ 145.00	$ 95.00	$ 145.00	$ 95.00	$ 125.00	$ 95.00	$ 145.00	$ 95.00	$ 120.00	$ 95.00	$ 105.00
Project Management Fees	EACH	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Installation ADD ON - Night/Weekend	SqYD	$ 5.00	$ 6.50	$ 5.00	$ 6.50	$ 5.00	$ 3.50	$ 5.00	$ 6.50	$ 5.00	$ 6.00	$ 5.00	$ 5.50
Installation ADD ON - Sunday	SqYD	$ 10.00	$ 13.00	$ 10.00	$ 13.00	$ 10.00	$ 7.00	$ 10.00	$ 13.00	$ 10.00	$ 12.00	$ 10.00	$ 11.00

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ATTACHMENT 1

SUPPLIER: Milliken Services	**New York Region 1:** Bronx, Queens, Kings, Richmond, Nassau, Suffolk, Putnam, Westchester & Orange Counties	**New York Region 2:** Erie, Niagara, St. Lawrence, Franklin, Essex, Jefferson, Lewis, & Hamilton Counties	**New York Region 3:** Remainder of State of New York	**Northeast Region:** MA, ME, VT, NH, CT, RI, PA, VA, DC, RI, MD, DE, NJ		**Southeast Region:** AL, FL, GA, KY, NC, SC,		**South:** AR, AZ, TX, LA, MS		**Central:** KS, OH, MI, MN, WI, MO, OK, MS, NE, IA, PA, IL, IN		**West** CA, CO, HI, AK, NV, NM, OR, WA, WY, MT, ID, SD, ND, UT		**Non-Continental:** AK & HI	
Labor Description	**Labor Rate**	**Labor Rate**	**Labor Rate**	**Non Union Rate**	**Union Wage Rate**	**Non Union Rate**	**Union Wage Rate**	**Non Union Rate**	**Union Wage Rate**	**Non Union Rate**	**Union Wage Rate**	**Non Union Rate**	**Union Wage Rate**	**Non Union Rate**	**Union Wage Rate**
Monday - Friday Standard 8 Hour Shift	$ 175.00	$ 165.00	$ 150.00	$ 115.00	$ 150.00	$ 60.00	$ 80.00	$ 65.00	$ 85.00	$ 95.00	$ 125.00	$ 110.00	$ 145.00	$ 135.00	$ 175.00
Monday - Friday Overtime	$ 262.50	$ 247.50	$ 225.00	$ 172.50	$ 225.00	$ 90.00	$ 120.00	$ 97.50	$ 127.50	$ 142.50	$ 187.50	$ 165.00	$ 217.50	$ 202.50	$ 262.50
Saturday	$ 262.50	$ 247.50	$ 225.00	$ 172.50	$ 225.00	$ 90.00	$ 120.00	$ 97.50	$ 127.50	$ 142.50	$ 187.50	$ 165.00	$ 217.50	$ 202.50	$ 262.50
Sunday & Holiday	$ 350.00	$ 330.00	$ 300.00	$ 230.00	$ 300.00	$ 120.00	$ 160.00	$ 130.00	$ 170.00	$ 190.00	$ 250.00	$ 220.00	$ 290.00	$ 270.00	$ 350.00

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Attachment C – Reporting Requirements

Supplier must provide electronic reports (in Microsoft Excel) to designated UC contacts providing a wide range of information, at both the system-wide and campus level, related to the Agreement including, but not limited to:

Recycling & Reclamation

On a quarterly basis, Supplier will report recycling and reclamation efforts on supplier lead projects throughout the system. Supplier lead projects refer to Services performed by the Suppliers subsidiary InterfaceSERVICES, Inc. under the guidelines note here and outlined in the Interface Reclamation Assurance Letter submitted with the RFP response:

- Services are performed by InterfaceSERVICES, Inc.,
- Interface products are being installed; and
- compliant material is the scope of work.

It is required that 100% of existing carpet, including carpet padding, be taken to a recycling facility that accepts carpet for recycling unless otherwise required by law. Recycling means turning any manufacturer's old carpet or carpet components into new carpet or other consumer products.

Any exception to the recycling requirement will be communicated to the campus project contact and captured in Recycling & Reclamation reporting.

Supplier will format quarterly report in the following manner:

Column Title	Description	Column Mapping
UC Campus	Site of Work	A
Project Description	Building/Location	B
Project Purchase Order	Project PO Number	C
Type of Material	Carpet | LVT | Rubber | Linoleum | Etc.	D
Amount of Material	Sq Ft/Yd captured	E
Reclamation Method	Recycled|Incinerated|Other	F
Final Disposal Site	Company/Location of Final Disposition	G
Cost of Reclamation	Invoiced Amount for Service	H
Certificate of Disposal Provided	Yes (Y) or No (N) – Certificate Number	I

Small Business Utilization

On a quarterly basis, Supplier will report Small Business utilization on all Supplier lead projects.

In support of University of California Sustainable Practices guidelines that aim to reach 25% Economically and Socially Responsible Spend as a total percentage of addressable spend, supplier will make best effort to achieve 50% utilization of SBA designated subcontractors to perform services across the University of California system.

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Supplier will format quarterly reporting in the following manner:

Column Title	Description	Column Mapping
UC Campus	Site of Work	A
Project Description	Building/Location	B
Project Purchase Order	Project PO Number	C
Subcontractor	Name of Subcontractor Business	E
Subcontractor's SBA Designation	Certified SBA Class	F
Total Invoice Amount for Services	All Labor Billing Performed by SBA	G
DIR Project ID	DIR Project Number	H

University of California Sales Reporting

Monthly, Supplier will provide full reporting of all sales captured under this agreement. Supplier will report sales made directly to the University, as well as any University sales reported through Supplier's distribution network.

Supplier will provide monthly sales reporting in the following format:

Column Title	Description	Column Mapping
UC Campus	Site of Work	A
Project Description	Building/Location	B
Project Purchase Order	Project PO Number	C
Category	Product | Service | Freight | Reclamation	E
Line Item Detail	SKU | Style | Labor Category	F
Total Invoice Amount for Line F	Total Amount Billed in USD ($)	G
Billing Date	DD/MM/YY	H

Earned Growth Incentives

During the Term of the Agreement, and any extension(s) to the Term, Supplier agrees to provide UC campuses [redacted]

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UNIVERSITY OF CALIFORNIA

Appendix- Electronic Commerce

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by multiple service providers. Eight of the ten UC campuses utilize the same platform but may require separate implementations, as will the remaining campuses and/or Medical Centers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

eProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

Go Live Date means the date on which a Catalog will be active.

Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

Punch-out Catalog means a Catalog hosted by Supplier on Supplier's Site. Users may access this Punch-out Catalog via an Internet link provided by Supplier to UC that redirects a User from the Location's eProcurement system to Supplier Site.

Supplier Mark means Supplier's name, trade name and/or trademarks, service mark, or any derivation thereof.

Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

UC Mark means UC's name, trade name and/or trademarks, service marks, or any derivation thereof.

User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems, subject to the terms of this agreement. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

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SECTION 4 – e-PROCUREMENT SYSTEM RESPONSIBILITIES; MAINTENANCE OF CATALOG(S); LICENSE

(a) e-Procurement Incentive
During the Term of the Agreement, and any extension(s) to the Term, Supplier agrees to provide UC Campuses annual incentive of 2% of net sales of products and services for e-Procurement activation. Incentive will be available to campuses that implement and activate Supplier's catalogue, whether hosted or punch-out.

(b) e-Procurement System Responsibilities.
Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its relevant system(s); (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its relevant system(s); and (iii) maintaining Internet connectivity.

The supplier will enable its catalog with any UC location that requests one, as long as it is not out of the scope of the terms of the agreement or this appendix. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts.

Purchase Order and Invoice/Credit Memo Data will be transmitted between the systems according to the appropriate method for each University location, cXML, xCBL or EDI standards being preferred. Other methods of PO or Invoice/Credit Memo transmission will only be allowed at the discretion of each University location.

A supplier's Punch-out site (if applicable) will permit: (a) Users to access the Supplier Site when a User selects the Punch-out Catalog; (b) Supplier site to send back user selected items to Location's eProcurement system; (c) User to create an Order through the Location's eProcurement system; and (d) UC eProcurement systems to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

Supplier must be able to accommodate orders and invoices for multiple UC locations sharing a single eProcurement platform. Supplier must be able to identify the Punch-out session and transmitted PO as being from the individual locations. If providing a Punch-out catalog, Supplier must be able to accommodate multiple UC locations on a single platform using a single Punch-out site, unless requested otherwise by UC.

(c) Maintenance of Hosted and Punch-out Catalogs.
Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system.

UC makes no guarantee of a Go Live Schedule for establishment of a new catalog Systemwide, as each Location is a separate enablement and subject to resource availability. Timelines will be estimated and adjusted by UC as needed for concurrent implementations.

For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions, or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions, or modifications with no less than the lead time specified in Section 10 of this appendix. In addition, for price file updates with a mutually agreed upon activation of January 1, Supplier must submit proposed files at least five (5) weeks prior to the first working day in January. Upon UC's approval of the new Catalog file, UC and Supplier will confirm the Go Live Date; the updated version of the Catalog file will be made effective on that Go Live date. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next acceptable contracted change.

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If there is a conflict between a price in a Hosted Catalog and a Punch-out Catalog, UC will be invoiced at the lower price. Supplier must notify UC in advance when substituting items, changing SKU numbers or changing the number of items in a package in any Catalog.

Content in Supplier catalog is limited to the categories specified in this agreement, with additional categories allowed at UC's discretion. Supplier agrees that UC may block Catalog items at the category and/or SKU level.

The University will require Supplier to clearly identify products as Hazardous Materials, Radioactive, and Controlled Substances in the Supplier's catalog, whether Hosted or Punch-out. For Punch-out the identifier will be returned to the cart of the Location's eProcurement system, in a manner/field acceptable to the Location.

The University will require Supplier to clearly identify products with UC-recognized sustainability/green certifications in both hosted and Punch-out catalogs. UC's Contract Administrator will work with Supplier to ensure that contract items that meet the UC criteria for Green/Sustainable products will be prioritized in all product searches. Products that do not meet UC's minimum criteria requirements may be blocked in all hosted catalogs and Punch-out catalogs at UC's discretion.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors.

(d) License.
Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

(e) Accessibility Requirements.
Supplier agrees that Supplier will make available Goods/Services accessible to people with disabilities and conform to the technical requirements of the relevant Revised Standards of Section 508 of the federal Rehabilitation Act. In addition, Supplier warrants that:

i. Any catalog content provided to UC will comply with the accessibility requirements of WCAG 2.0AA.
ii. Supplier will promptly respond to and resolve any complaint regarding accessibility of any catalog content provided to UC.

SECTION 5 – USER SUPPORT

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site, and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services, Invoicing/Payment/Credits, and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through any other means.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties

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additionally agree as follows: UC may require Supplier to "brand" Supplier's Punch-out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub-licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-out Catalog hosted by Supplier and subject to the following terms:

(i) Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title, and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Appendix. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

(ii) The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-out Catalog, right to link to and access the Punch-out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the content of the Catalog, except as indicated by Supplier, but may require Supplier to make and submit modifications if required as part of this agreement. However, for hosted catalogs, UC reserves the right to attach flags to catalog items as an aid to shoppers in selecting preferred items, such as green or recycled. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix,

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UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's concerns are satisfactorily resolved UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

SECTION 10 – ADDITIONAL CONTRACTUAL TERMS

In addition to the provisions of Section 4, Section 10 provisions will govern the Catalogs. If the provisions of Sections 4 and 10 conflict, Section 10 will govern.

Type(s) of Catalog(s): At UC's campus discretion, Supplier is allowed to implement a Hosted or Punch-out catalog in the UC eProcurement systems. Supplier will be required to comply with UC Location e-commerce requirements on a location by location basis, which includes the decision to move forward with Punch-out or Hosted. Any deviation from the type(s) specified herein must first be agreed upon by UC's Contract Administrator.

Annual Number of Catalogs: Supplier is allowed to submit no more than 1 catalogs per calendar year, with changes as follows:

- Content Additions, Deletions and Other Non-pricing Edits: Bi-annually

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- Price Changes: Annually

    - Allowable level of price change ($/%) will be in accordance with the terms of this agreement.
    - If a price file includes both content and pricing changes, it will count toward the pricing allocation.

Lead time: Supplier must load the Catalog price file into the e-Procurement system 10 working days prior to the planned go-live date. (Exception – for January 1 updates to enabled catalogs, Supplier must submit the price file no later than 5 weeks prior, as specified in section 4.)

- Number of catalog/price file versions to be supported for this agreement: 1
- Categories allowed within Catalog: all products meeting University of California specifications
- Categories blocked within Catalog: all products that fall below University of California specifications

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH MILLIKEN SERVICES, LLC IN AN AMOUNT NOT-TO-EXCEED $668,678 FOR CARPET REPLACEMENT THROUGHOUT CITY HALL

Section 2.68.370 (a)(6) of the Livermore Municipal Code states that the award a contract for the purchase of supplies or equipment or general services of a value greater than $100,000 must bid and may be awarded by the City Council to the bid representing the best value as defined in LMC 2.68.040. The ordinance includes an exception for agreements purchasing supplies and equipment through a competitive or noncompetitive negotiations pursuant to LMC 2.68.390.

Milliken Services, LLC holds a cooperative purchasing agreement through Omnia Partners for flooring replacement. The Omnia Partners bid procedure for flooring replacement meets the City's Municipal Code requirements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager to sign, on behalf of the City of Livermore, the agreement with Milliken Services, LLC, attached hereto as Exhibit A, in and amount not-to-exceed $668,678 for carpet replacement throughout City Hall in accordance with the terms, specifications, and general provisions specified in the Milliken Services, LLC cooperative purchasing agreement #2020002150 through Omnia Partners, and section 2.68.390 of the Livermore Municipal Code.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 12, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A – Milliken Services, LLC Agreement

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2022, by and between the City of Livermore ("City"), a municipal corporation, and Milliken Services, LLC. ("Contractor"), a South Carolina Limited Liability Company.

RECITALS

City requires services to remove and replace flooring in City-owned facilities.

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

AGREEMENT

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

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

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

3. Description of Services. Contractor shall provide services to remove and replace flooring in City-owned facilities as more particularly set forth in Exhibit "A" (collectively "the Services").

4. Contractor's Responsibilities. Contractor shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $668,677.43 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

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

6. Term. The term of this Agreement commences on November 1, 2022, and terminates upon the completion of the Services or June 30, 2023, whichever occurs first.

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

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

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

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

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City

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

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

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

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

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

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

15. Conflict of Interest. Contractor represents that no City employee or official has a financial interest in Contractor. Contractor shall not offer, encourage, or accept any financial interest in any part of Contractor's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any of the Services are paid by reimbursement from an agreement between City and a private party, Contractor represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not

negotiate, offer or accept any contract for services from that party during the term of this Agreement.

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

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

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

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

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

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

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

TO CITY: Attention: Jason Calkins
City of Livermore
3500 Robertson Park Road
Livermore, California 94550

TO CONTRACTOR: Attention: Tammy Drake

Milliken Services, LLC
201 W. Lukken Industrial Drive
LaGrange, GA, 30240

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

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

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

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

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

****

Signatures and Attachment List on the Next Page

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

CONTRACTOR: **Dated:**

11/7/2022

By: Jason Richardson
Title: Director of Operations

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:
Exhibit A – Scope of Work
Exhibit B – Insurance Requirements

Exhibit A

Scope of Work

Contractor shall provide all necessary labor, materials, equipment, and supplies to perform the following duties:

1. Remove and replace existing flooring in City Hall.

Terms of Work:

1. Work location is the City of Livermore City Hall at 1052 S. Livermore Ave.
2. All work shall occur with the time periods of 7:00AM through 3:30PM Monday through Friday, unless explicitly authorized by Project Manager.
3. All employees of the Contractor shall wear uniforms or badges clearly identifying them as employees of the Contractor at all times while on City premises for the purpose of completing work.
4. City reserves the right to halt work at any time for noncompliance with this agreement, or unsafe work conditions or practices.
5. Contractor shall keep worksites reasonably clear of debris and protect the safety of the public and City employees at all times. Contractor shall promptly remove all materials and spoils from each job site upon completion of the work.
6. All debris or spoils generated by the work of Contractor shall be properly disposed of by Contractor.
7. Contractor shall follow all applicable safety rules and regulations and supply any necessary traffic control measures.
8. Contractor shall warranty their work for a minimum of ninety (90) days upon completion against defects in workmanship and/or materials. Any repair costs incurred within this ninety-day period shall be at the sole expense of the Contractor.

Compensation:

1. City shall compensate CONTRACTOR for services according to the following task amounts.

Item	Qty	Unit of Measure	Unit Price	Total
CPT 1 - Colorfield Patina, PAT119-153 Slate 25cmx1M Tile	5,508.776	SY	$ 25.56	$ 140,804.31
CPT 2 - Formwork, FWK 79 Spar, 13'6" Broadloom	95.000	SY	$ 20.33	$ 1,931.35
Walkoff - Obex Fizz CutX Tile - Color TBD 50CM	39.468	SY	$ 70.25	$ 2,772.63
LVT - Fortified Foundations 2.5, Rosewood RSW44	735.000	SF	$ 3.53	$ 2,594.55
LVT - Fortified Foundations 2.5 Surcharge	735.000	SF	$ 0.25	$ 183.75
Standard Carpet Tile Adhesive (order by pail)	45.000	4-gal. pail	$ 133.84	$ 6,022.80
Broadloom Adhesive (order by pail)	3.000	4-gal. pail	$ 76.67	$ 230.01
Standard LVT TPS Adhesive	1.000	4-gal. pail	$ 136.89	$ 136.89
Labor: Remove Existing Carpet	5,500.000	SY	$ 3.61	$ 19,855.00
Remove VCT or LVT	690.000	SF	$ 1.80	$ 1,242.00
Material Disposal	5,590.000	SY	$ 1.29	$ 7,211.10
30 Yard Dumpster	3.000	Each	$ 1,030.00	$ 3,090.00
Floor Prep	51,000.000	SF	$ 1.03	$ 52,530.00
Labor: Move Furniture (Light)	5,663.000	SY	$ 5.15	$ 29,164.45
Labor: Move Furniture (Medium)	5,663.000	SY	$ 9.27	$ 52,496.01
Labor: Move Furniture (Heavy)	5,663.000	SY	$ 27.81	$ 157,488.03
Labor: Install Carpet (renovation)	5,500.000	SY	$ 9.27	$ 50,985.00
Other Labor: Install Broadloom (Open Market)	90.000	SY	$ 10.30	$ 927.00
Install LVT	690.000	SF	$ 2.83	$ 1,952.70
Cove Base: Furnish & Install 4"	8,400.000	LF	$ 2.83	$ 23,772.00
Transition Strips: Vinyl (Furnish & Install)	72.000	LF	$ 4.12	$ 296.64
Labor Stairs	480.000	LF	$ 3.09	$ 1,483.20
Labor: Material Handling / Staging	5,663.000	SY	$ 2.06	$ 11,665.78
CA Carpet Stewardship Assessment	5,643.244	SY	$ 0.50	$ 2,821.62
Project Management Fee	1.000	Each	$ 45,433.04	$ 45,433.04
TOTAL				**$ 668,677.43**

2. City shall not grant compensation until the project has been completed.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional

insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution authorizing execution of an amendment to the disposition, development, and loan agreement with Satellite Affordable Housing Associates and Interfaith Housing, Inc. for development of the Pacific Avenue Senior housing site.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute, on behalf of the City of Livermore, the first amendment to Disposition Development and Loan Agreement with Satellite Affordable Housing Associates and Interfaith Housing, Inc., for development of the Pacific Avenue Senior housing site, that is attached as Exhibit A to the proposed resolution for this item, and all other documents necessary to implement that agreement.

SUMMARY

On September 13, 2021, the Livermore City Council approved the execution of a Disposition, Development and Loan Agreement (DDLA) with Satellite Affordable Housing Associates (SAHA) and Interfaith Housing, Inc. (IFH), initiating the development of an affordable senior housing project ("Pacific Avenue Senior Apartments") on a 3.56-acre site on Pacific Avenue. The DDLA memorialized the role of SAHA as the lead developer of the project, established expectations for the development of the site, outlined financial considerations needed from the City to support development of the project, and established site control necessary for financing commitments.

SAHA and IFH propose to maximize development potential of the Pacific Avenue housing site with a village-like concept consisting of a two-phased, 100% affordable senior project with approximately 140 housing units for households earning less than 60% of the Area Median Income (AMI). Once built, the project will include preferences for seniors residing in Livermore, veterans, and seniors experiencing homelessness.

Staff recommend that the City Council amend the original DDLA to reflect a new term for the agreement and the appropriate dates for the project schedule, including the development and execution of the ground leases and affordable housing loan agreement, the close of escrow for the conveyance of the

project site, and the construction of the affordable housing project.

DISCUSSION

On September 13, 2021, the Livermore City Council approved the execution of a Disposition, Development and Loan Agreement (DDLA) with Satellite Affordable Housing Associates (SAHA) and Interfaith Housing, Inc. (IFH), initiating the development of an affordable senior housing project ("Pacific Avenue Senior Apartments") on a 3.56-acre site on Pacific Avenue. The DDLA memorialized the role of SAHA as the lead developer of the project, established expectations for the development of the site, outlined financial considerations needed from the City to support development of the project, and established site control necessary for financing commitments.

On November 16, 2021, the Livermore Planning Commission approved entitlements to develop the two-phased, 100% affordable senior project with 140 housing units. The first phase will consist of approximately 79 units and the second phase will consist of approximately 61 units. SAHA and IFH will develop the Pacific Avenue housing site with a village-like concept consisting of two four-story buildings that are cohesively integrated with Arbor Vista and Vineyard Village which are neighboring senior properties owned by IFH.

Pacific Avenue Senior Apartments will be affordable to senior households earning less than 60% of the Area Median Income (AMI) for Alameda County. In 2022, the maximum annual income for a one-person household earning 60% of the AMI is $60,000. The City is also requiring the project to include preferences for seniors residing in Livermore, veterans, and seniors experiencing homelessness.

The schedule of development for the DDLA establishes timelines for SAHA to meet key development milestones and secure project financing commitments. SAHA will take possession of the site through a ninety-nine (99) year ground lease with the City once all development financing for Phase 1 is secured and upon completion of the City’s property disposition process. Under the terms and schedule of the current DDLA, SAHA was to apply for development funding through the State tax credit program for Phase 1 in 2022, and take possession of the site no later than December 31, 2022.

While SAHA has been successful in securing multiple funding sources for the project, including a highly competitive No Place Like Home award from the State of California, a funding gap for Phase 1 still exists and SAHA will need to apply for additional funding sources in 2023 before it can apply for tax credits for the project. Therefore, an amendment to the original DDLA is necessary to modify the project schedule and extend the termination date of the DDLA. The DDLA will be replaced with future loan and regulatory agreements for each of the affordable development phases that the City and developer will enter into once all financing for Phase 1 has been secured. SAHA hopes to begin construction on Phase 1 in 2024 and proposes to commence construction on the second phase of the project after Phase 1 is completed.

Staff recommends the City Council amend the original DDLA to reflect a new term for the agreement, which will terminate with respect to each of the development phases upon execution of the corresponding ground leases and affordable housing loan agreement.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no direct fiscal impact to the City resulting from this action, and it does not change previous financial commitments made by the City to support the project. The financial commitments already

approved by the City to support the development of the Pacific Avenue Senior Apartments are limited to a funding commitment of up to $7,157,000 from the Affordable Housing Trust Fund (Fund 611), plus a land dedication of the project site through a ninety-nine (99) year ground lease.

ATTACHMENTS

1. Resolution
2. Exhibit A - First Amendment to the DDLA

Prepared by: Grace Streltzov
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 A FIRST AMENDMENT TO DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT WITH SATELLITE AFFORDABLE HOUSING ASSOCIATES AND INTERFAITH HOUSING, INC. FOR DEVELOPMENT OF THE PACIFIC AVENUE SENIOR HOUSING SITE

On September 13, 2021, the City Council adopted Resolution No. 2021-151 approving a Disposition, Development and Loan Agreement by, among, and between the City of Livermore, Satellite Affordable Housing Associates, and Interfaith Housing, Inc., for the development of the Pacific Avenue Senior Housing Site ("Original Agreement").

The Original Agreement established certain deadlines that are no longer applicable, and the Parties desire to amend that agreement to reflect a new term for the agreement and the appropriate dates for certain actions to be taken by the Parties as contemplated by the Original Agreement, including: the development and execution of the Ground Leases and a City Loan Agreement between the Parties, the close of escrow for the conveyance of the Property via the Ground Leases, and the construction of the Improvements as those capitalized terms are defined in the Original agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City Manager is authorized to execute, on behalf of the City of Livermore, the First Amendment to Disposition and Development Agreement with Satellite Affordable Housing Associates and Interfaith Housing, Inc., for the development of the Pacific Avenue Senior Housing Site, that is attached hereto as Exhibit A, and all other documents necessary to implement that agreement.

On motion of Council Member _____, seconded by Council Member_____, the foregoing resolution was passed and adopted on December 12, 2022, 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*
Marie Weber Jason R. Alcala
City Clerk City Attorney

Exhibit A – First Amendment to Disposition Development and Loan Agreement

FIRST AMENDMENT TO DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT

THIS FIRST AMENDMENT TO DISPOSITION, DEVELOPMENT AND LOAN AGREEMENT (this "Agreement") is made as of December _____, 2022, by and between the City of Livermore, a municipal corporation ("City"), and Satellite Affordable Housing Associates, a California non-profit public benefit corporation ("SAHA" the "Developer") and Interfaith Housing, Inc., a California non-profit public benefit corporation ("IFH", the "Partner to the Developer"), (each of City, Developer, and Partner to the Developer is a "Party," and collectively they are the "Parties") with reference to the following facts, purposes, and understandings.

RECITALS

A. The parties have entered into a Disposition, Development and Loan Agreement dated September 16, 2021 ("Original Agreement") for the Pacific Avenue Senior Housing Site.

B. The Original Agreement established certain deadlines that are no longer applicable, and the Parties desire to amend that agreement to reflect a new term for the agreement and the appropriate dates for certain actions to be taken by the Parties as contemplated by the Original Agreement, including the development and execution of the City Ground Leases and a City Loan Agreement between the parties, the close of escrow for the conveyance of the Property via the City Ground Leases, and the construction of the Improvements as those capitalized terms are defined in the Original agreement.

NOW, THEREFORE, the City, the Developer, and the Partner to the Developer agree that the aforementioned recitals are true and correct, and further agree as follows:

Section 1. The Capitalized terms in this First Amendment have the same meanings as those terms are defined in the Original Agreement.

Section 2. The language in section 2.1 of the Original Agreement is hereby amended to read as follows:

> Section 2.1 Termination of this Agreement. This Agreement shall terminate with respect to each of the Phases of the Development upon execution of the corresponding City Ground Lease(s), and City Loan Agreement.

Section 3. The language in section 4.4 of the Original Agreement is hereby amended to read as follows:

> Section 4.4 Subdivision of the Property. The City shall process a parcel map waiver, lot line adjustment or other applicable subdivision process necessary to create the Phase 1 and Phase 2 parcels which are suitable for the Project. The City shall endeavor to complete such processes in a timely manner so as to not hinder the Developer's ability to complete its obligations contemplated in the Schedule of Performance. In all events, the subdivision process shall be completed on or before July 1, 2023.

Section 4. In Exhibit C *Schedule of Performance* in the Original Agreement, the Milestone and Performance Deadline for B.6 *Close of Escrow/Disposition of Property* is hereby revised to read as follows:

Milestone	Performance Deadline
6. Close of Escrow/Disposition of Property The parties shall execute a lease and the City shall convey leasehold title to the Phase I and II site to Developer, and Developer shall accept such conveyance.	No later than twelve (12) months following the Opening of Escrow for Phase I, the disposition of the property for both phases via execution of a lease and transfer of possession shall occur.

Section 5. In Exhibit K *Ground Lease Term Sheet for Both Phases* in the Original Agreement, the language for item 2. *Term* and item 3. *Transfer of Possession* are hereby revised to read as follows:

2. Term	99 year term as required by lenders and investor. Term commences upon transfer of possession.
3. Transfer of possession	Lessee shall take possession upon close of construction financing of Phase 1.

Section 6. Except as amended above, the Original Agreement remains in full force and effect.

WHEREFORE, in concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the Parties have executed this First Amendment effective on the date first written above.

City:

Dated: _____

By: _____
Marianna Marysheva
Its: City Manager

APPROVED AS TO FORM

By: _____

Jason R. Alcala, City Attorney

DEVELOPER:
Satellite Affordable Housing Associates, a California nonprofit public benefit corporation

By:

By: _____

Name: Susan Friedland

Title: CEO

PARTNER TO THE DEVELOPER:
Interfaith Housing, Inc., a California nonprofit public benefit corporation

By:

By: _____

Name: _____

Title: _____

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.9**

DATE: December 12, 2022

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, 2022 and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2021-22.

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, 2022 and accepting the Annual Report of Development Fee and Connection Fee Revenues and Expenditures for Fiscal Year 2021-22.

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 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, 2022, 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, 2022. This report is required by the State of California and has been produced in house.

ATTACHMENTS

1. Resolution
2. Exhibit A - Annual Report of Development Fee and Connection Fee Revenues and Expenditures Fiscal Year 2021-22

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, 2022, AND ACCEPTING THE ANNUAL REPORT OF DEVELOPMENT FEE AND CONNECTION FEE REVENUES AND EXPENDITURES FOR FISCAL YEAR 2021-22

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 nine (9) development impact fees collected from developers that are subject to AB1600's requirements. Those funds are:

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 2021-22 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: 1. identify the purpose to which the fee is to be put; 2. demonstrate a reasonable relationship between the fee and the purpose for which it was charged; 3. identify all sources and amounts of funding anticipated to complete financing of the incomplete improvement for which the fee is charged; and 4. 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 Mitigation Fee Act imposes similar requirements 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, the Mitigation Fee Act 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; 4a. 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; 4b. each public improvement on which charges were expended that was completed during that fiscal year; 4c. each public improvement that is anticipated to be undertaken in the following fiscal year; 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 and the date on which the loan will be repaid, and the rate of interest that the fund will receive on the loan.

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

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

1. $5,070,067 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 2021-22, attached hereto as Exhibit A, and in the 20 Year Capital Improvement Plan with appropriations for FY 2021-22 and FY 2022-23, 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 20 Year Capital Improvement Plan with appropriations for FY 2021-22 and FY 2022-23.

2. $12,950,984 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 2021-22 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A, and in the 20 Year Capital Improvement Plan with appropriations for FY 2021-22 and FY 2022-23, 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 20 Year Capital Improvement Plan with appropriations for FY 2021-22 and FY 2022-23.

3. $1,420,082 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 2021-22 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A, and in the 20 Year Capital Improvement Plan with appropriations for FY 2021-22 and FY 2022-23, 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 20 Year Capital Improvement Plan with appropriations for FY 2021-22 and FY 2022-23.

4. $736,686 of the Housing and Human Services Fee Fund remain unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2021-22 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A. The reasonable relationship between the fee and purpose for which the fee is charged is set forth in the Livermore Municipal Code Title 12, Chapter 12.70 and Resolution No. 2008-189, along with the administrative record for the adoption of the ordinances codified in the Municipal Code and the resolution.

5. $2,731,041 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 2021-22 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached hereto as Exhibit A, and in the 20 Year Capital Improvement Plan with appropriations for FY 2021-22 and FY 2022-23, 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 20 Year Capital Improvement Plan with appropriations for FY 2021-22 and FY 2022-23.

6. $299,261 of the Road Improvement Fund remains unexpended after five years. The purpose for which the fee is to be put is articulated in the FY 2021-22 Annual Report of Development Fee and Connection Fee Revenue and Expenditure, attached

hereto as Exhibit A, and in the 20 Year Capital Improvement Plan with appropriations for FY 2021-22 and FY 2022-23, 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 20 Year Capital Improvement Plan with appropriations for FY 2021-22 and FY 2022-23.

7. $14,061,892 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 2021-22 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 that the City Council of the City of Livermore approves the Annual Report of Development Fee and Connection Fee Revenues and Expenditures Fiscal Year 2021-22, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 12, 2022, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

_____ */s/ Jason Alcala*
Marie Weber Jason Alcala
City Clerk City Attorney

Exhibit A – Annual Report of Development Fee and Connection Fee Revenues and Expenditures Fiscal Year 2021-22

City of Livermore

Annual Report of Development Fee and Connection Fee Revenues and Expenditures

Fiscal Year 2021-22

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 of7 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	$0.49 per square foot of impervious surface.
306 - Traffic Impact Fee	Residential Fees are: $10,546 per single family residence $4,915 - $8,314 for multi-family residences $3,236 for senior housing. Non-residential fees per KSF are $28,641 for commercial $18,335 for office $11,384 for industrial $5,751 for warehouse Hotel/motel fees are $8,268 per room. Downtown multi-family rates are $3,017 - $5,104 per dwelling unit depending on bedroom count. Downtown Commercial fees per KSF are $12,968 Other fees per average peak hour trip are $13,179
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: $21,155 per single-family residence $11,215 - $18,406 for multifamily residences Senior housing is $3,599 per unit Non-residential fees per KSF are: $1,339 for warehouse $1,783 for industrial $2,682 for commercial $3,835 for office
604 - Major Attraction Fee	$1,428 per residential unit developed
250 - Recycled Water Fee	The recycled water fee is 20% of the current Alameda County Water Connection fee. $6,382 for a 5/8" meter $9,573 for a ¾" meter $15,955 for a 1" meter $31,910 to $102,112 (depending on meter type) for 1 ½" meter $31,910 to $127,640 (depending on meter type) for a 2" meter.
604 - Road Improvement Fee	$11,990 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	$29.23/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: $7,219.83 per single family residence $3,810.47 to $7,219.83 for multiple family residences For industrial, commercial, or restaurant uses, the rate ranges from $0.40 - $32.51 per square foot of building depending upon classification of the building.
251 – Water Connection Fee	$4,839 for a 5/8” meter $7,259 for a ¾” meter $12,098 for a 1” meter $24,196 for 1 ½” meter $38,714 for a 2” meter.

Schedule of Fund Balances and Activities:

AB 1600 Schedule of Revenues and Expenditures

	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 7-1-2021	$ 7,018,889	$ 23,419,899	$ 3,878,759	$ 2,584,411	$ 7,712,466	$ 2,731,041	$ 340,389	$ 19,362,918	$ 14,059,908	$ 1,263,410
Revenues and Other Sources										
Developer Fees	119,944	878,009	43,248	18,896	289,438	-	-	1,195,114	689,915	4,839
Miscellaneous Revenue	-	-	-	-	1,259,039	-	-	619,939	-	-
Interest Income	80,348	268,223	41,600	-	63,447	-	-	108,034	162,261	12,059
Transfers In	-	-	-	-	-	-	-	-	-	-
Total Sources:	200,292	1,146,232	84,848	18,896	1,611,924	-	-	1,923,088	852,176	16,898
Expenditures and Other Uses										
Projects	-	906,365	602,772	422,357	6,131,935	-	41,127	464,431	585,419	55,614
Operating Expenses	123,621	-	-	-	-	-	-	1,302,945	45,369	4,435
Transfers Out	-	60,965	-	-	-	-	-	273,167	1,171,623	241,257
Total Uses:	123,621	967,330	602,772	422,357	6,131,935	-	41,127	2,040,543	1,802,410	301,306
Ending Balance 6-30-2022	$ 7,095,560	$ 23,598,802	$ 3,360,836	$ 2,180,950	$ 3,192,456	$ 2,731,041	$ 299,261	$ 19,245,462	$ 13,109,674	$ 979,002

** 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 2017-18 Revenue	661,607	4,190,153	620,007	701,723	4,370,942	-	-	2,731,084
FY 2018-19 Revenue	647,419	1,515,183	384,771	203,502	2,779,747	-	-	437,525
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
Total Revenue:	$ 2,025,494	$ 10,647,818	$ 1,940,754	$ 1,444,264	$ 12,621,190	$ -	$ -	$ 5,183,570

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:

Fund 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)
Fund Balance 6/30/2021	$ 7,095,560	$ 23,598,802	$ 3,360,836	$ 2,180,950	$ 3,192,456	$ 2,731,041	$ 299,261	$ 19,245,462
Less:								
Five year Revenue total	2,025,494	10,647,818	1,940,754	1,444,264	12,621,190	-	-	5,183,570
Fund Balance Unexpended (Expended)	$ 5,070,067	$ 12,950,984	$ 1,420,082	$ 736,686	$ (9,428,734)	$ 2,731,041	$ 299,261	$ 14,061,892
Five Year Spend Test:								
Pass (P) or Not Pass (NP)	NP - See Footnote 1	NP - See Footnote 2	NP - See Footnote 3	NP - 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 reports funds being held beyond the five year as described in AB1600. These funds are intended for project 201413 Culvert Improvements. More detail on this project is available in the City's 20-year Capital Improvement Plan FY 2021-22 through FY 2022-23.
2	306 - Traffic Impact Fee	This fund reports funds being held beyond the five year 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 20-year Capital Improvement Plan FY 2021-22 through FY 2022-23.
3	321 - Tri-Valley Transportation Development Fee	This fund reports funds being held beyond the five year 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 20-year Capital Improvement Plan FY 2021-22 through FY 2022-23.
4	333 - Housing and Human Services	This fund reports funds being held beyond the five year as described in AB1600. These funds are intended to make a commitment to the Vineyard services facility in the amount of $1,621,000 and for other allocations to be made through the Housing and Human Services Grants Process.
5	337 - Parks and Trails	Five year spent test met in accordance with Government Code 66001.
6	250 - Recycled Water Fee	This fund reports funds being held beyond the five year as described in AB1600. These funds are intended for WRP Tertiary and Solid Treatment Improvements, project 202012. More detail on this project is available in the City's 20-year Capital Improvement Plan FY 2021-22 through FY 2022-23.
7	604 - Road Improvement Fee	This fund reports funds being held beyond the five year as described in AB1600. These funds will be used for the Foley Road Realignment, project 201028. More detail on this project is available in the City's 20-year Capital Improvement Plan FY 2021-22 through FY 2022-23.
8	611 - Low Income Housing Impact Fee	This fund reports funds being held beyond the five year as described in AB1600. These funds are intended to be allocated as follows: $7,157,000 to the development of the Pacific Avenue Senior project and $2,270,000 commitment to the Vineyard project. Funds are targeted for development of the 2047 First Street, N/M Street sites as well as future development of Walnut and 141 North Livermore.

Project listing:

Fund	Project	Percentage	Total Cost of Activity
221 - Storm Drainage Fee	No projects	N/A	-
306 - Traffic Impact Fee	199838 - Las Positas Widening / N Livermore - First St	0.00%	19
	200259 - N Canyon Dublin Blvd Connection	2.28%	20,671
	200720 - El Charro - Road B	61.94%	561,309
	201431 - Traffic Signal Install	0.67%	6,113
	201837 - Vasco Rd Widening	35.08%	317,998
	201936 - Traffic Signal Greenville / Altamont Pass Rd	0.01%	107
	201937 - Intersection Improvement Jack London/Isabel	0.02%	148
		Total Fund 306:	906,365
321 - Tri Valley Transportation Fee	199238 - Isabel Rt 84 / I-580 Interchange	60.68%	365,741
	199352 - I-580 Interchange & Vasco Rd	39.32%	237,031
		Total Fund 321:	602,772
333 - Housing and Human Services	202032 - Multi Service Center ADA Access	100.00%	422,357
		Total Fund 333:	422,357
337 - Park and Trails	200646 - LARPD Park Facility Fee Reimbursement	23.06%	1,414,131
	201436 - Livermorium Park	72.87%	4,468,482
	201945 - Las Colinas Trail T-6 E-1	0.01%	854
	201955 - Arroyo Rd Trail T-13 B	0.16%	10,000
	202118 - Livermore Village Remediation	2.20%	135,000
	202119 - Livermore Village Joint Trench	0.42%	26,022
	202121 - Veteran's Park	1.26%	77,446
		Total Fund 337:	6,131,935
604 - Major Attraction Fee	No projects	N/A	-
250 - Recycled Water Fee	No projects	N/A	-
604 - Road Improvement Fee	201028 - Foley Rd Realignment	100.00%	41,127
		Total Fund 604:	41,127
611 - Low Income Housing	202118 - Livermore Village Remediation	100.00%	464,431
		Total Fund 611:	464,431

Project Listing (Continued):

Fund	Project	Percentage	Total Cost of Activity
241 - Sewer Connection Fee	201519 - WRP HVAC and Roof Repair	9.22%	54,000
	201522 - WRP Emergency Generator *	16.74%	98,006
	201931 - WRP Primary Secondary Treatment Improv. *	53.72%	314,438
	201960 - Trevarno Infrastructure *	9.71%	56,857
	202003 - Annual Sewer Replacement 2021 *	8.43%	49,337
	202128 - WRP UV Treatment System Replacement	0.17%	1,000
	202129 - WRP SCADA Server & Network Upgrade	2.01%	11,781
		Total Fund 241:	585,419
251 - Water Connection Fee	201960 - Trevarno Infrastructure *	100.00%	55,614
		Total Fund 251:	55,614

* Note: These four projects are continuing into Fiscal Year 2022-2023.

Descriptions of Transfers:

Fund	Transfer Descriptions
221 - Storm Drainage Fee	No transfers occurred in FY 2021-22
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 2021-22
333 - Housing and Human Services	No transfers occurred in FY 2021-22
337 - Parks and Trails	No transfers occurred in FY 2021-22
604 - Major Attraction Fee	No transfers occurred in FY 2021-22
250 - Recycled Water Fee	No transfers occurred in FY 2021-22
604 - Road Improvement Fee	No transfers occurred in FY 2021-22
611 - Low Income Housing Impact Fee	Transfers out were for staff costs relating to low and moderate housing activities such as down payment assistance and housing expenses for low-income households.
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 2021-22
306 - Traffic Impact Fee	No refunds issued in FY 2021-22
321 - Tri Valley Transportation Fee	No refunds issued in FY 2021-22
333 - Housing and Human Services	No refunds issued in FY 2021-22
337 - Parks and Trails	No refunds issued in FY 2021-22
604 - Major Attraction Fee	No refunds issued in FY 2021-22
250 - Recycled Water Fee	No refunds issued in FY 2021-22
604 - Road Improvement Fee	No refunds issued in FY 2021-22
611 - Low Income Housing Impact Fee	No refunds issued in FY 2021-22
241 – Sewer Connection Fee	No refunds issued in FY 2021-22
251 – Water Connection Fee	No refunds issued in FY 2021-22

LIVERMORE
CALIFORNIA

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

DATE: December 12, 2022

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 2020-21 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 2020-21 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 31. 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, 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 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 31.

The City currently has the following seven 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 services are continued 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 services are continued 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 services are continued 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 services are continued 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 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 services are continued 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.

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 2020-21 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 2020-21 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; and
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 12, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Jason Alcala
Jason Alcala
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 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 Section 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 Section 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	06/30/2021 Balance	FY 2021/22 Amount Collected	06/30/2022 Balance	Expended Amount	Project Status
Special Tax Fund	$2,016,824.35	$1,684,689.07	$2,443,922.96	$1,257,590.46	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"). 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 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 Section 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 Section 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	06/30/2021 Balance	FY 2021/22 Amount Collected	06/30/2022 Balance	Expended Amount	Project Status
Special Tax	$114,828.77	$2,053,988.26	$259,638.40	$1,909,178.63	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 2021-22 Revenues and Expenses:

Description	FY 2021-22 Total
Revenues[1]	
Special Taxes	$425,137.83
Other	$0.00
Total Revenues	$425,137.83
Expenses	
Water	$30,275.14
PG&E	$461.35
AT&T	$21.32
Backflow	$495.00
Contract Services	$109,373.82
Land Lease	$0.00
Maintenance Materials	$1,558.23
Employee Cost	$5,657.75
Equipment Purchase Reserve	$36,319.09
Admin Fee	$15,819.53
Indirect Expenditures	$10,352.57
Total Expenses	$210,333.80
Fund Balance Information[2]	
Beginning Balance	$2,017,217.57
Ending Balance	$2,268,340.69

[1]Special Taxes are equal to the amount collected in FY 2021-22 and any additional revenues are identified as Other, unless otherwise identified.

[2]Fund Balances are used for an operating reserve and allowed to accumulate for the replacement of the 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 2021-22 Revenues and Expenses:

Description	FY 2021-22 Total
Revenues[1]	
Special Taxes	$148,247.23
Other	$0.00
Total Revenues	$148,247.23
Expenses	
Water	$44,510.56
PG&E	$2,147.94
Contract Services	$59,324.54
Landscape Materials	$0.00
Irrigation Materials	$26.41
Backflow	$640.00
Maintenance Materials	$1,051.09
Employee Cost	$3,988.91
Equipment Purchase Reserve	$1,160.00
Other Replacement Reserve	$0.00
Swale Replacement	$0.00
Admin Fee	$11,851.12
Indirect Expenditures	$6,821.79
Total Expenses	$131,522.36
Fund Balance Information[2]	
Beginning Balance	$828,206.33
Ending Balance	$844,931.20

[1]Special Taxes are equal to the amount collected in FY 2021-22 and any additional revenues are identified as Other, unless otherwise identified.

[2]Fund Balances are used for an operating reserve and allowed to accumulate for the replacement of the 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 2021-22 Revenues and Expenses:

Description	FY 2021-22 Total
Revenues[1]	
Special Taxes	$132,172.03
Other	$0.00
Total Revenues	$132,172.03
Expenses	
Water	$0.00
PG&E	$977.58
Contract Services	$25,278.66
Landscape Materials	$2,469.90
Irrigation Materials	$0.00
Backflow	$0.00
Maintenance Materials	$0.00
Employee Cost	$4,620.75
Equipment Purchase Reserve	$750.00
Other Replacement Reserve	$0.00
Swale Replacement	$0.00
Admin Fee	$3,815.71
Indirect Expenditures	$4,810.24
Total Expenses	$42,722.84
Fund Balance Information[2]	
Beginning Balance	$606,439.46
Ending Balance	$695,888.65

[1]Special Taxes are equal to the amount collected in FY 2021-22 and any additional revenues are identified as Other, unless otherwise identified.

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

COMMUNITY FACILITIES DISTRICT NO. 2016-2
SHEA PROPERTIES 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 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 Section 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 Section 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	06/30/2021 Balance	FY 2021/22 Amount Collected	06/30/2022 Balance	Expended Amount	Project Status
Special Tax Fund	$563,555.50	$708,032.36	$581,815.27	$689,772.59	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	06/30/2021 Balance	FY 2021/22 Amount Collected	06/30/2022 Balance	Expended Amount	Service Status
Special Tax Fund	$58,053.12	$20,323.13	$72,970.03	$5,406.22	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	06/30/2021 Balance	FY 2021/22 Amount Collected	06/30/2022 Balance	Expended Amount	Service Status
Special Tax Fund	($13,750.00)	$28,495.98	$14,211.02	$534.96	Ongoing

LIVERMORE
CALIFORNIA

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

DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Update on Host Community Impact Fee Reserve Policy.

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 in order 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 to ensure that adequate resources are available when needed and to be presented in open session, annually.

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. If the HCIF received by the City is insufficient to pay debt service payments on the 2014 COP Series A, the City's General Fund will make up the shortfall.

Additionally, as owner of the facility, the City is responsible to keep and maintain in good order, condition and repair, the foundation, roof, exterior walls, structural condition of interior bearing walls, columns, beams, and shafts of the Bankhead Theater. These costs, along with the cost to insure the structure, are eligible to be paid with HCIF to the extent that resources are available. If enough HCIF is not available after making debt service payments, the General Fund will make up the shortfall for ongoing 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 received in excess of debt service be held in reserve for the purpose of mitigating market risks associated with the debt and adequately 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 August of 2012, the City received a 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 San Francisco shifting their waste stream elsewhere. The report states that in the consultant's opinion, it is reasonable to believe that the cumulative total HCIF revenues for the period between 2012 and 2041 will likely be about $18.1 million (Base Case, Table 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 $22.8 million and the lowest was $12.1 million.

	HFH Report Revenue Projections	
Highest Scenario	Table 4	$24,012,426
Base Case	Table 1	$18,110,238
Lowest Scenario	Table 8	$13,507,710

With so many variables impacting the HCIF revenue stream, it is important to monitor actual performance. The table listed as attachment 2 compares annual Base Case revenue projections (converted to fiscal year projections) from HFH report versus actual revenue received over the past ten years.

To date revenues received through the fiscal year ending June 30, 2022 exceeded the base year projections.

As stated earlier, the City originally issued the 2014 COP to acquire the Bankhead Theater. This was a variable rate obligation that was tied to the Securities Industry Financial Markets Association (SIFMA) index. At the time of issuance, SIFMA rates were at a historical low of 0.082% for quarter ended June 2015, with a three-year average of 0.16%, ten-year average of 1.37% and lifetime (26+ years) average of 2.5%. Also, the variable rate structure of the 2014 COP requires that a Letter of Credit (LOC) be associated with the debt instrument. A LOC must be renewed every three years and subject to the interest rate market. The most recent LOC rate was .75%. Additionally, there are costs associated with the renewal of the LOC.

In 2020, to eliminate the possibility of variable interest rate fluctuations increasing debt service costs, the City issued a fixed rate 2020 COP to refund the prior 2014 COP Series A bonds. The new fixed rate debt also eliminated the need to issue a Letter of Credit, further reducing future costs.

The City also needs to set aside funds to cover the Bankhead Theater's replacement costs for major systems. Attachment 3 to this staff report is staff's best estimate of the Bankhead Theater's replacement costs based on experience and inspection of the facility at the time of purchase. Actual costs to repair

and replace major systems, as well as their useful life will vary from these estimates. According to the replacement estimates, the building is now fifteen years old, and close to $1,360,800 should have already been set aside to save for anticipated future facility costs. As of June 30, 2022, the HCIF Reserve account has a total of $1,356,484. The City was able to save this amount as a result of the low interest rates over the past six years for the 2014 variable rate COPs.

As previously stated, the City issued fixed rate 2020 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. Based on HCIF revenue projections ending in fiscal year 2041-42, the new 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, the reserve amount in the HCIF fund will be substantially reduced throughout the early periods of the debt repayment schedule but will increase as the repayment schedule comes to an end. The table shown in attachment 4 estimates the reserve in the HCIF fund at the end of the debt service in FY 2041-42 to be $1,873,245. While this balance is significant, according to the replacement costs table in attachment 3, the fund will be short of the required balance of $1,930,000 at the end FY 2041-42 when the debt service ends.

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.

ATTACHMENTS

1. HFH 2012 Host Community Impact Fees Report
2. HCIF Projected Revenues vs. Actual Revenues
3. Estimated Replacement Costs for Bankhead Theater
4. Projected Fund Balance

Prepared by: Erik Peterson
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August 20, 2012

Mr. Stephan Kiefer
Director
Community Development Department
City of Livermore
1052 South Livermore Ave.
Livermore, CA 94550

Subject: Final Report – Altamont and Vasco Road Landfill Host Fee Revenue Projection

Dear Mr. Kiefer:

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 new regional theatre (Regional Theatre).

Host Fees are paid by the operators of the Landfills and are calculated on a per-ton basis. The Host Fee is collected on every ton of waste disposed at the Landfills throughout the life of the landfill facility. Beginning in January 2001, and each January thereafter, the fee (initially twenty-five cents ($0.25) per ton) is adjusted to reflect 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 San Jose 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.

Our report is organized 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 the Altamont and Vasco Host Fees. Our report will be referenced in the disclosure for the bond issuance for the Regional Theatre.

Base Case Projection

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 $18.1 million in Host Fee revenue between the period 2012 and 2041 (refer to attached Table 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.

1. Our Base Case Projections assume that the CPI will increase by an average of 2.5% per year. If the CPI increases by only 1.5% per year, we project the revenue will be $15.5 million. If the CPI increases by 3.5% per year, we project the revenue will be $21.3 million (refer to attached Tables 2 and 3, Sensitivity Analysis #1).
2. Our Base Case Projections assume that the City and County of San Francisco (CCSF) solid waste will not continue to be disposed at Altamont at the conclusion of the current contract (i.e., during 2015). Our Base Case Projections also assume that San Leandro generated waste currently disposed at Forward Landfill would not come to Altamont upon Forward's closure. If both of these solid waste streams are disposed at Altamont, we project the revenue will be $24.0 million (refer to attached Table 4, Sensitivity Analysis #2).
3. Our Base Case Projections assume that the 2012 disposal volumes will be consistent with the June 2012 year to date tonnage reported to the City of Livermore by Altamont and Vasco; and disposal volumes thereafter; of solid waste from Alameda County jurisdictions will increase/decrease in proportion to job growth as projected by the State of California, Legislative Analyst's Office (average approximately 0.73%). If the projected annual waste volume increases at 1.0% less than the average of approximately 0.73% assumed (e.g., -0.27% vs. 0.73%), we project the Host Fee revenue would be $15.5 million. If the projected annual waste volume is not increased between 2013 and 2041, we project the Host Fee revenue will be $16.1 million. If the projected annual waste volume between 2013 and 2041 increased at 1.0% more than the 0.73% assumed (e.g., 1.73% vs. 0.73%), we project the Host Fee revenue would be $21.3 million (refer to attached Tables 5, 6, and 7 Sensitivity Analysis #3).
4. Should the assumptions in the sensitivities #1 and #3 described above (CPI increase of only 1.5% and 1% less tonnage growth than assumed), we project the Host Fee revenue will be $13.3 million for the projection period 2012 through 2041, which is $4.8 million less than the Base Case Projections of $18.1 million (refer to attached Table 8, Sensitivity #4).

APPROACH

Procedures Used to Prepare the Report

HF&H performed the calculation of the projected Host Fee revenues for the period from 2012 through 2041. 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. In 2009, we obtained from City, county and state sources as well as the Landfill operators information regarding the capacity of the Landfills (ultimate, current permitted, and daily), the recent (2010-2011) tonnages, and anticipated flows of materials into the Landfills that are subject to the 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) and the original amount of the Host Fees and the methods by which the amount of 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 2012 through 2041. We then performed certain variance analyses by making reasonable 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 San Jose 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), contractual arrangements (e.g., CCSF and the Tri-Cities disposal of waste at Altamont), 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 San Jose 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 (dated August 2005) 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 6:00 pm Monday through Friday. The permit describes Altamont as having 87.1 million tons of design capacity with an estimated closure date of 2025.

As a basis for the resolution issuing the solid waste facility permit in August 2005, CalRecycle based its decision on the expansion of Altamont's disposal area from 230 acres to 472 acres and the permitted boundary from 1528 acres to 2170 acres. While the current solid waste facility permit contains an estimated closure date of 2025, this additional capacity assuming continuation of the current flow of tonnage and anticipated closure of Tri-Cities and Vasco Road Landfill would allow Altamont to continue to accept waste through 2041.

Altamont's annual solid waste tonnage declined 9.2% in 2007, 5.2% in 2008, 12.3% in 2009, and an additional 5.2% decline in 2010. The most recent period of January through December of 2011 reflects

an additional 2.7% decline compared to the same period one year ago (tonnage from the Tri-Cities Landfill closure was not included in this comparison).

In 2010, the solid waste delivered for disposal at Altamont was from Alameda County (62.4%), CCSF (35.4%) and all other sources (2.2%). 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%).

With the ongoing closure of the Tri-Cities Landfill (Tri-Cities) it is expected that approximately 59,000 tons per year of additional waste will be disposed at Altamont between 2012 and 2013 (included in the Base Case Projections as of 2013).

The current contract with CCSF is projected to terminate during 2015 when CCSF reaches its contractual 15 million tons of disposal with Altamont. Altamont had to compete with other landfills for disposal of this material. CCSF reviewed proposals from Waste Management (owner/operator of Altamont) and Recology (owner/operator of the Ostrom Road landfill). City officials selected Recology to negotiate a contract for approval by the San Francisco Board of Supervisors. A resolution approving the 10-year landfill disposal agreement with Recology San Francisco was adopted on July 26, 2011 by the Board of Supervisors City and County of San Francisco by a 9/2 vote. Therefore, we have not included the continuation of this material for disposal at the Altamont in our Base Projections.

Vasco

Vasco's current solid waste facility permit (dated June 2007) allows the operator to accept up to 2,518 tons per day for disposal and 625 refuse vehicles per day. Operating hours are restricted to 6:00 am to 5:00 pm Monday through Friday and 6:00 am to 4:30 pm 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 2022. No additional capacity is anticipated.

Information on the CalRecycle website indicates that the remaining capacity at the end of 2000 was 7.4 million tons (9.9 million cubic yards at 1,500 pounds per cubic yard). Given the actual tonnage disposed at Vasco per CalRecycle between 2001 and 2008 (4.7 million tons) and the permitting of an expansion, that added approximately 0.8 million tons capacity (1 million cubic yards at 1,500 pounds per cubic yard), the total calculates to only 3.5 million tons of remaining capacity (7.4 million tons remaining capacity, less 4.7 million tons used (2001 through 2008) plus 0.8 million tons of additional capacity). At the current level of disposal, the estimated closure would take place by 2014. Due to the inconsistency in the calculation of the 2008 remaining capacity, cubic yard and tonnage information was obtained from the LEA as reported by the owner operator and confirmed with Vasco's operator. Vasco's operator estimates the remaining capacity at the end of 2009 to be 8.4 million cubic yards (8.8 million tons when converted using 1,700 pounds per cubic yard). In order to conform to the ACWMA rule preventing hauling of solid waste more than 15 miles to landfills unless transported in vehicles carrying a minimum payload of 14 tons, we have assumed these materials will be disposed at Altamont once Vasco closes.

Since 2006, Vasco's annual tonnage increased 1.4% in 2007, declined 34.6% in 2008, declined 18.7% in 2009, and declined 10.5% in 2010. The most recent period (January through December of 2011) reflects a 9.3% decline from the same period one year ago.

In 2011, the solid waste delivered for disposal at Vasco was from Alameda County (81.8%), CCSF (0.6%) and all other sources (17.6%). 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 2012 to 2041, we calculate that 34.0 million tons of waste will be delivered to Altamont and 2.7 million tons of waste will be delivered to Vasco resulting in Host Fee payments of $17.1 million and $1.0 million respectively for a total of $18.1 million (refer to attached Table 1, Base Case Projection).

Assumptions

1. The Host Fee is adjusted annually by the change in the CPI. Because that percentage change is unknown for the projection period 2013 through 2041, we have assumed 2.5% per year from a 2012 base of $0.3372. This is the CPI percentage for long-run projections 2012 through 2022 as published in the Federal Reserve Bank of Philadelphia's "The Livingston Survey" (release Date: June 7,2012). In the Base Case and all sensitivities we have assumed a Host Fee of $0.310 per ton for Vasco and $0.33187 per ton for Altamont for the period of 2012 (the current amount per ton reflected in remittances to the City). It was noted during the review that neither landfill was escalating the Host Fee in manor consistent with the Settlement Agreement. Pending review by the City no other adjustment has been assumed.
2. Historical solid waste and ADC disposal tonnage by facility was obtained 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. The data is checked for accuracy then released in yearly increments. Detailed tonnage information by jurisdiction where the waste was generated was obtained for Altamont, Vasco, and Tri-Cities. Disposal report tonnage information was used for the period from 2001 through the most recent available time period (2011) to forecast the remaining capacity as well as to project the revenue from the Host Fee. [Note: In the Base Case Projections, we have assumed waste from San Francisco currently delivered to Altamont would terminate in 2015.]
3. To determine our forecast of landfill capacity through the projection period for both Altamont and Vasco, we:
    a. Based our beginning 2001 tonnage capacity on information obtained on the CalRecycle website as of the end of 2000. (The CalRecycle's Active Landfills Profiles for Altamont and Vasco lists in cubic yards the total estimated permitted capacity, the total estimated capacity used and the remaining estimated capacity.) We converted the remaining estimated cubic yard capacity to tons by applying the following conversion factors:
        - Altamont - 1,455 lbs/cu yd; per Altamont's "certification statement" received by the LEA for the calendar year 2007.

- Vasco - 1,500 lbs/cu yd on average calculated from summary document for the years 2002 through 2008 received from Vasco's operations management by the LEA.

b. Based our adjustment for expansion at Altamont on cubic yard information obtained from the solid waste facility permit and we applied a conversion factor of 1,455 lbs/cu yd (per Altamont's "certification statement" received by the LEA for the calendar year 2007) to obtain equivalent tonnage.

c. Based our adjusted 2008 ending capacity at Vasco on remaining cubic yard information obtained from the LEA as reported by the owner operator and we applied a conversion factor of 1,700 lbs/cu yd (calculated from the 2008 information only on the summary document received by the LEA from Vasco's operations management) to obtain equivalent tonnage. We used this figure in the calculation of the adjusted remaining capacity in tons at the end of 2008, assuming this conversion factor to be a better representation of the compaction ability of the landfill operator than the previous 1,500 lbs/cu yd. From this capacity, we subtracted the actual tonnage disposed in 2009.

4. To determine the tonnage disposed related to landfill closures, we:

a. Contacted the City of Fremont in 2010. Fremont stated that the cities of Fremont, Newark, and Union City were in negotiations with Waste Management (Altamont) for the disposal of solid waste currently disposed at Tri-Cities. A discussion with Union City in June of 2011 confirmed that approximately 75% of solid waste from Union City is currently disposed at Altamont and the remaining approximately 25% would continue to go to Tri-Cities until the end of 2012.Based upon information provided by the City of Fremont and Union City, the following assumptions apply: 75% of the waste previously going to Tri-Cities will be sent to Altamont as of July 1, 2010 and the remaining 25% will continue to go into Tri-Cities; Tri-Cities will continue to receive 25% of the waste currently going into Tri-Cities until the end of 2012. There is uncertainty as to the final date waste will be accepted at Tri-Cities as it is dependent on attaining its full contour at the site.

b. Calculated that Vasco will reach its full capacity sometime during the year 2023. We have assumed that the tonnages previously going to Vasco would be delivered to Altamont, which is relatively close to Vasco.

5. The current long-term disposal agreement between CCSF and Waste Management for the disposal of San Francisco waste was entered into on November 1, 1988 for 15 million tons or 65 years whichever came first. The final amounts of the 15 million tons are anticipated to be disposed during 2015. An RFP was issued for a long-term disposal agreement to cover 5 million tons or to the year 2025. San Francisco officials have selected Recology to negotiate a disposal agreement at its Ostrom Road Landfill in Yuba County for approval by the Board of Supervisors. A resolution approving the 10-year landfill disposal agreement with Recology San Francisco was adopted by the Board of Supervisors on July 26, 2011 by a 9/2 vote.

Sensitivity Analyses: Assumptions and Results

Adjustment to CPI Assumption

The Host Fee per ton for all solid waste disposed at the Landfills is adjusted annually to reflect the change in the CPI for the most recent 12-month period for all urban consumer items in San Francisco, Oakland and San Jose as published by the U.S. Department of Labor Bureau of Labor Statistics. As that percentage change is unknown for the projection period, 2013 through 2041, we have assumed 2.5%, the CPI percentage for long-run projections 2012 through 2041 as published in the Federal Reserve Bank of Philadelphia's "The Livingston Survey" (Release Date: June 7, 2012) for our Base Case Projections. The resulting 2012 through 2041 projected Host Fee revenue is $18.1 million.

We have assumed that the CPI for the projection period 2013 through 2041 could range from 1.5% to 3.5% due to the uncertainty of any long-run projection. Using a 1.5% increase in CPI, we calculated the projected Host Fee revenue of $15.5 or $2.6 million less than the Base Case Projections. Using a 3.5% increase in CPI, we calculated the projected Host Fee revenue to be $21.3 million or approximately $3.2 million more than the Base Case Projections (refer to attached Tables 2 and 3, Sensitivity Analysis #1).

Additional Tonnage

General Trends

Job growth and population growth would tend to add to the waste stream directed to Altamont and Vasco for disposal. In 2009, the Association of Bay Area Governments (ABAG) projected that the population of the nine county San Francisco Bay Area will grow by 1,732,000 or 24% during the period from 2010 to 2035. In addition, ABAG projected that regional jobs in the Bay Area will grow by 1,631,550 or 47% during the same period. The most recent draft forecast for the period, 2010 to 2040, projected population will grow 2,148,000 or 30% and regional jobs will grow 1,120,000 or 33% (Source ABAG Regional Projections web page). The recent 2012 projection by the State of California Legislative Analyst's Office employment rate growth projection for the period 2012 through 2017 is 4.5%.

Closure of Landfills

Landfills are closing in counties adjacent to Alameda County.

- In neighboring Santa Clara County there are currently five landfills and all five of them are anticipated to close during the projection period.
- In neighboring San Joaquin County there are three landfills and two of these are anticipated to close during the projection period.

Notwithstanding the limitations on out-of-County waste that could be disposed of at Altamont imposed by the Altamont Settlement Agreement, in 2010 we performed a competitiveness analysis related to Altamont's ability to attract waste currently going to these landfills. We found, with the exception of waste generated in San Leandro (approximately 6,950 tons per year in 2020) and disposed at Forward Landfill in San Joaquin County, it appeared unlikely that Altamont could compete with other landfills due to its higher price and longer distance.

San Francisco

The flow of CCSF tonnage into Altamont is assumed to cease during 2015 in our Base Case Projections.

Waste Management was one of two short-listed companies being considered for a CCSF disposal agreement. Recology was selected by City officials to negotiate a contract for approval by the San Francisco Board of Supervisors. A resolution approving the 10-year landfill disposal agreement with Recology San Francisco was adopted on July 26, 2011 by the Board of Supervisors City and County of San Francisco by a 9/2 vote. Subsequently, Waste Management filed a lawsuit with the Superior Court of California, County of San Francisco seeking a judicial declaration regarding the City of San Francisco's refuse collection ordinance. Should the City attempt to negotiate a settlement with Waste Management the following could be considered:

1. Should Waste Management continue to dispose of CCSF tonnage, approximately 387,000 tons of solid waste beyond that contained in our base-case, would be disposed at Altamont annually, starting sometime in 2015.
2. Additionally there are approximately 1,000 tons generated in CCSF and currently disposed at Vasco that we assumed would not flow to Altamont when Vasco is closed in 2023.
3. The projected Host Fee revenue (assuming Altamont did retain the CCSF disposal agreement and San Leandro tonnage disposed at Forward Landfill would flow to Altamont in 2020) is $24.0 million for the period 2012 through 2041 or $5.9 million more than the Base Case Projections. Altamont would receive approximately 11.3 million more tons during the period from 2015 through 2041 if all CCSF generated tonnage and San Leandro tonnage was disposed at Altamont. The calculated remaining capacity of Altamont would be reduced to 1.1 million tons at the end of 2041, compared to 14.7 million tons in the Base Case Projections (refer to attached Table 4, Sensitivity Analysis #2).

Changes in Tonnage

Our Base Case Projections assume annual disposal volumes will increase/decrease in proportion to job growth as projected by State of California, Legislative Analyst's Office (approximately 0.73%). If the projected annual waste volume increases at 1% less than the assumed growth (e.g., -0.27% vs. 0.73%), we project the Host Fee revenues to be $15.5 million. If the projected annual waste volume is not increased between 2013 and 2041, we project the revenues will be $16.1 million. If the projected annual waste volume between 2013 and 2041 increased at 1.0% more than the 0.73% assumed (i.e., 1.73% vs. 0.73%), we project the Host Fee revenue would be $21.3 million (refer to attached Tables 5, 6, and 7 Sensitivity Analysis #3).

Combined Effect of Lower CPI and Decline in Tonnage

Should the assumptions in the two sensitivities described above (CPI increase by only 1.5% and there is 1% less growth in tonnage (e.g., -0.27% vs. 0.73%)) we project the following:

1. Projected Host Fee revenue will be $13.3 million for the projection period 2012 through 2041, $4.8 million less than the Base Case Projections of $18.1 million (refer to attached Table 8, Sensitivity #4).
2. The 2023 assumed closure of Vasco would be extended to sometime in 2024, due to the reduction in solid waste tonnage.

* * * *

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 $18.1 million in Host Fee revenue between the period 2012 and 2041. 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.

Very truly yours,
HF&H CONSULTANTS, LLC

Robert D. Hilton, CMC
President

cc: Colleen Costine, HF&H
Steve Stewart, Livermore

Attachments:

1. Table 1 Base Case Projection
2. Table 2 Sensitivity Analysis #1
3. Table 3 Sensitivity Analysis #1
4. Table 4 Sensitivity Analysis #2
5. Table 5 Sensitivity Analysis #3
6. Table 6 Sensitivity Analysis #3
7. Table 7 Sensitivity Analysis #3
8. Table 8 Sensitivity Analysis #4

Funding Projections by Landfill - Base Case

			Altamont Landfill					Vasco Road Landfill					
Calendar Year	Host Fee[1] /Ton	Alameda County[2-7]	San Francisco[2,8]	Other Existing Jurisdictions[2]	Annual Solid Waste Disposal Tons[6]	Revenue	Alameda County[2,3]	San Francisco[2,7]	Other Existing Jurisdictions[2]	Annual Solid Waste Disposal Tons[6]	Revenue	TOTAL REVENUE
[1] 2012 - Vasco	$ 0.310											
[1] 2012 - Altamont	$ 0.332	719,178	377,172	38,604	1,134,954	$ 376,657	183,026	1,347	39,425	223,797	$ 69,377	$ 446,034
[5] 2013	$ 0.346	783,611	380,142	38,908	1,202,661	$ 415,671	184,467	1,357	39,735	225,559	$ 77,959	$ 493,630
2014	$ 0.354	791,482	383,960	39,299	1,214,741	$ 430,343	186,320	1,371	40,135	227,825	$ 80,711	$ 511,053
2015	$ 0.363	797,604	321,620	39,603	1,158,827	$ 420,797	187,761	1,381	40,445	229,587	$ 83,369	$ 504,166
2016	$ 0.372	802,851	-	39,863	842,715	$ 313,660	188,996	-	40,711	229,707	$ 85,497	$ 399,157
2017	$ 0.382	806,350	-	40,037	846,387	$ 322,902	189,820	-	40,888	230,708	$ 88,017	$ 410,919
2018	$ 0.391	812,250	-	40,330	852,580	$ 333,397	191,209	-	41,188	232,396	$ 90,877	$ 424,274
2019	$ 0.401	818,194	-	40,625	858,820	$ 344,232	192,608	-	41,489	234,097	$ 93,831	$ 438,063
[8] 2020	$ 0.411	839,891	-	40,922	880,813	$ 361,874	194,017	-	41,793	235,810	$ 96,880	$ 458,754
2021	$ 0.421	846,037	-	41,222	887,259	$ 373,635	195,437	-	42,099	237,536	$ 100,029	$ 473,664
2022	$ 0.432	852,228	-	41,524	893,752	$ 385,779	196,868	-	42,407	239,274	$ 103,280	$ 489,059
[5] 2023	$ 0.442	963,989	-	64,558	1,028,548	$ 455,061	92,783	-	19,986	112,770	$ 49,893	$ 504,954
2024	$ 0.453	1,064,506	-	85,163	1,149,669	$ 521,365						$ 521,365
[8] 2025	$ 0.465	1,076,079	-	85,786	1,161,865	$ 540,068						$ 540,068
[8] 2026	$ 0.476	1,084,318	-	86,414	1,170,732	$ 557,795						$ 557,795
2027	$ 0.488	1,092,253	-	87,046	1,179,299	$ 575,923						$ 575,923
[8] 2028	$ 0.501	1,103,374	-	87,683	1,191,057	$ 596,207						$ 596,207
[8] 2029	$ 0.513	1,111,448	-	88,325	1,199,773	$ 615,584						$ 615,584
2030	$ 0.526	1,119,582	-	88,971	1,208,553	$ 635,591						$ 635,591
2031	$ 0.539	1,127,775	-	89,623	1,217,397	$ 656,249						$ 656,249
2032	$ 0.553	1,136,028	-	90,278	1,226,306	$ 677,577						$ 677,577
2033	$ 0.566	1,144,341	-	90,939	1,235,280	$ 699,599						$ 699,599
2034	$ 0.581	1,152,715	-	91,605	1,244,320	$ 722,337						$ 722,337
2035	$ 0.595	1,161,151	-	92,275	1,253,426	$ 745,813						$ 745,813
2036	$ 0.610	1,169,648	-	92,950	1,262,598	$ 770,053						$ 770,053
2037	$ 0.625	1,178,208	-	93,630	1,271,838	$ 795,080						$ 795,080
2038	$ 0.641	1,186,830	-	94,316	1,281,145	$ 820,921						$ 820,921
2039	$ 0.657	1,195,515	-	95,006	1,290,520	$ 847,602						$ 847,602
2040	$ 0.673	1,204,263	-	95,701	1,299,964	$ 875,150						$ 875,150
2041	$ 0.690	1,213,076	-	96,401	1,309,477	$ 903,593						$ 903,593
TOTAL					33,955,277	$ 17,090,518				2,659,067	$ 1,019,721	$ 18,110,238

Base Case Assumptions:

1 Host Fee for 2012 reflects actual fee received in the first six (6) months of 2012,($0.310 from Vasco and $0.33187 from Altamont). The stipulated 2012 Host Fee of $0.33720, to increase by an average CPI of 2.5% annually, source: (The Livingston Survey, Release Date June 07, 2012 Long-term outlook average 'Annual Growth Rate for the next ten years - Consumer Price Index) for the forecast period 2013 -2041

2 2012 tonnage estimated by annualizing YTD June 2012 total disposal tons reported to Livermore by Altamont and Vasco. 2013-2041 assumes growth due to Employment Rate (Source: LAO Economic Forecast 2012-2013 Budget). Assumed average of last five years(2013-2017) for remainder of forecast period(2018-2041).

3 Assumed no decline in tonnage due to "measure D" 75% diversion goal 2012 -2015

4 Assumed 75% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of July 1, 2010.

5 Assumed the remaining 25% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of January 2013. There is uncertainty with the final date waste will be accepted at Tri-Cities as it is dependant on their attaining their full contour at the site. They will want to continue until they are at maximum capacity.

6 2023 due to estimated closure of Vasco Road Landfill, all tonnage is assumed disposed of at Altamont LF.

7 Adjustments assumed for discontinuation of disposal of County and City of San Francisco (CCSF) tonnage. Current agreement approx end date during 2015 (current agreement to 15 million tons)

8 Assumed tonnage from landfill closures coming from jurisdictions within Alameda County would be disposed at Altamont due to proximity and pricing.

Funding Projections by Landfill - Sensitivity #1 Decrease CPI 1% (1.5% CPI)

			Altamont Landfill					Vasco Road Landfill					
Calendar Year	Host Fee [1] /Ton	Alameda County [2-7]	San Francisco [2,8]	Other Existing Jurisdictions [2]	Annual Solid Waste Disposal Tons [6]	Revenue	Alameda County [2,3]	San Francisco [2,7]	Other Existing Jurisdictions [2]	Annual Solid Waste Disposal Tons [6]	Revenue	TOTAL REVENUE
[1] 2012 - Vasco	$ 0.310											
[1] 2012 - Altamont	$ 0.332	719,178	377,172	38,604	1,134,954	$ 376,657	183,026	1,347	39,425	223,797	$ 69,377	$ 446,034
[5] 2013	$ 0.342	783,611	380,142	38,908	1,202,661	$ 411,616	184,467	1,357	39,735	225,559	$ 77,199	$ 488,814
2014	$ 0.347	791,482	383,960	39,299	1,214,741	$ 421,987	186,320	1,371	40,135	227,825	$ 79,144	$ 501,130
2015	$ 0.353	797,604	321,620	39,603	1,158,827	$ 408,601	187,761	1,381	40,445	229,587	$ 80,952	$ 489,553
2016	$ 0.358	802,851	-	39,863	842,715	$ 301,597	188,996	-	40,711	229,707	$ 82,209	$ 383,807
2017	$ 0.363	806,350	-	40,037	846,387	$ 307,455	189,820	-	40,888	230,708	$ 83,806	$ 391,261
2018	$ 0.369	812,250	-	40,330	852,580	$ 314,351	191,209	-	41,188	232,396	$ 85,686	$ 400,036
2019	$ 0.374	818,194	-	40,625	858,820	$ 321,401	192,608	-	41,489	234,097	$ 87,607	$ 409,008
[8] 2020	$ 0.380	839,891	-	40,922	880,813	$ 334,576	194,017	-	41,793	235,810	$ 89,572	$ 424,148
2021	$ 0.386	846,037	-	41,222	887,259	$ 342,080	195,437	-	42,099	237,536	$ 91,581	$ 433,661
2022	$ 0.391	852,228	-	41,524	893,752	$ 349,752	196,868	-	42,407	239,274	$ 93,635	$ 443,387
[6] 2023	$ 0.397	963,989	-	64,558	1,028,548	$ 408,539	92,783	-	19,986	112,770	$ 44,792	$ 453,331
2024	$ 0.403	1,064,506	-	85,163	1,149,669	$ 463,498						$ 463,498
[8] 2025	$ 0.409	1,076,079	-	85,786	1,161,865	$ 475,441						$ 475,441
[8] 2026	$ 0.415	1,084,318	-	86,414	1,170,732	$ 486,256						$ 486,256
2027	$ 0.422	1,092,253	-	87,046	1,179,299	$ 497,161						$ 497,161
[8] 2028	$ 0.428	1,103,374	-	87,683	1,191,057	$ 509,650						$ 509,650
[8] 2029	$ 0.434	1,111,448	-	88,325	1,199,773	$ 521,080						$ 521,080
2030	$ 0.441	1,119,582	-	88,971	1,208,553	$ 532,767						$ 532,767
2031	$ 0.447	1,127,775	-	89,623	1,217,397	$ 544,716						$ 544,716
2032	$ 0.454	1,136,028	-	90,278	1,226,306	$ 556,932						$ 556,932
2033	$ 0.461	1,144,341	-	90,939	1,235,280	$ 569,423						$ 569,423
2034	$ 0.468	1,152,715	-	91,605	1,244,320	$ 582,194						$ 582,194
2035	$ 0.475	1,161,151	-	92,275	1,253,426	$ 595,251						$ 595,251
2036	$ 0.482	1,169,648	-	92,950	1,262,598	$ 608,601						$ 608,601
2037	$ 0.489	1,178,208	-	93,630	1,271,838	$ 622,251						$ 622,251
2038	$ 0.497	1,186,830	-	94,316	1,281,145	$ 636,207						$ 636,207
2039	$ 0.504	1,195,515	-	95,006	1,290,520	$ 650,475						$ 650,475
2040	$ 0.512	1,204,263	-	95,701	1,299,964	$ 665,064						$ 665,064
2041	$ 0.519	1,213,076	-	96,401	1,309,477	$ 679,980						$ 679,980
TOTAL					33,955,277	$ 14,495,559				2,659,067	$ 965,561	$ 15,461,120

(Sensitivity # 1) New Assumptions:

1 Host Fee to increase by an average CPI of 1.5% annually.

Assumed % Increase in Host Fee /Ton		Annual Solid Waste Disposal Tons (Altamont)	Revenue	Annual Solid Waste Disposal Tons (Vasco)	Revenue	Total Revenue	Incr(Decr) in Revenue
Base Case	2.50%	33,955,277	$ 17,090,518	2,659,067	$ 1,019,721	$ 18,110,238	
Assume	1.50%	33,955,277	$ 14,495,559	2,659,067	$ 965,561	$ 15,461,120	$ (2,649,118)

Base Case Assumptions:

1 Host Fee for 2012 reflects actual fee received in the first six (6) months of 2012,($0.310 from Vasco and $0.33187 from Altamont). The stipulated 2012 Host Fee of $0.33720, to increase by an average CPI of 2.5% annually, source: (The Livingston Survey, Release Date June 07, 2012 Long-term outlook average 'Annual Growth Rate for the next ten years - Consumer Price Index) for the forecast period 2013 -2041

2 2012 tonnage estimated by annualizing YTD June 2012 total disposal tons reported to Livermore by Altamont and Vasco. 2013-2041 assumes growth due to Employment Rate (Source: LAO Economic Forecast 2012-2013 Budget). Assumed average of last five years(2013-2017) for remainder of forecast period(2018-2041).

3 Assumed no decline in tonnage due to "measure D" 75% diversion goal 2012 -2015

4 Assumed 75% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of July 1, 2010.

5 Assumed the remaining 25% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of January 2013. There is uncertainty with the final date waste will be accepted at Tri-Cities as it is dependant on their attaining their full contour at the site. They will want to continue until they are at maximum capacity.

6 2023 due to estimated closure of Vasco Road Landfill, all tonnage is assumed disposed of at Altamont LF.

7 Adjustments assumed for discontinuation of disposal of County and City of San Francisco (CCSF) tonnage. Current agreement approx end date during 2015 (current agreement to 15 million tons)

8 Assumed tonnage from landfill closures coming from jurisdictions within Alameda County would be disposed at Altamont due to proximity and pricing.

Funding Projections by Landfill - Sensitivity #1 Increase CPI 1% (3.5% CPI)

			Altamont Landfill					Vasco Road Landfill					
Calendar Year	Host Fee[1] /Ton	Alameda County[2-7]	San Francisco[2,8]	Other Existing Jurisdictions[2]	Annual Solid Waste Disposal Tons[6]	Revenue	Alameda County[2,3]	San Francisco[2,7]	Other Existing Jurisdictions[2]	Annual Solid Waste Disposal Tons[6]	Revenue	TOTAL REVENUE
[1] 2012 - Vasco	$ 0.810											
[1] 2012 - Altamont	$ 0.332	719,178	377,172	38,604	1,134,954	$ 376,657	183,026	1,347	39,425	223,797	$ 69,377	$ 446,034
[5] 2013	$ 0.349	783,611	380,142	38,908	1,202,661	$ 419,726	184,467	1,357	39,735	225,559	$ 78,720	$ 498,446
2014	$ 0.361	791,482	383,960	39,299	1,214,741	$ 438,780	186,320	1,371	40,135	227,825	$ 82,293	$ 521,074
2015	$ 0.374	797,604	321,620	39,603	1,158,827	$ 433,234	187,761	1,381	40,445	229,587	$ 85,832	$ 519,066
2016	$ 0.387	802,851	-	39,863	842,715	$ 326,080	188,996	-	40,711	229,707	$ 88,883	$ 414,963
2017	$ 0.400	806,350	-	40,037	846,387	$ 338,964	189,820	-	40,888	230,708	$ 92,395	$ 431,359
2018	$ 0.415	812,250	-	40,330	852,580	$ 353,395	191,209	-	41,188	232,396	$ 96,328	$ 449,723
2019	$ 0.429	818,194	-	40,625	858,820	$ 368,440	192,608	-	41,489	234,097	$ 100,429	$ 468,870
[8] 2020	$ 0.444	839,891	-	40,922	880,813	$ 391,101	194,017	-	41,793	235,810	$ 104,705	$ 495,806
2021	$ 0.460	846,037	-	41,222	887,259	$ 407,752	195,437	-	42,099	237,536	$ 109,163	$ 516,915
2022	$ 0.476	852,228	-	41,524	893,752	$ 425,112	196,868	-	42,407	239,274	$ 113,810	$ 538,922
[6] 2023	$ 0.492	963,989	-	64,558	1,028,548	$ 506,350	92,783	-	19,986	112,770	$ 55,516	$ 561,866
2024	$ 0.510	1,064,506	-	85,163	1,149,669	$ 585,787						$ 585,787
[8] 2025	$ 0.527	1,076,079	-	85,786	1,161,865	$ 612,721						$ 612,721
[8] 2026	$ 0.546	1,084,318	-	86,414	1,170,732	$ 639,006						$ 639,006
2027	$ 0.565	1,092,253	-	87,046	1,179,299	$ 666,211						$ 666,211
[8] 2028	$ 0.585	1,103,374	-	87,683	1,191,057	$ 696,403						$ 696,403
[8] 2029	$ 0.605	1,111,448	-	88,325	1,199,773	$ 726,052						$ 726,052
2030	$ 0.626	1,119,582	-	88,971	1,208,553	$ 756,963						$ 756,963
2031	$ 0.648	1,127,775	-	89,623	1,217,397	$ 789,190						$ 789,190
2032	$ 0.671	1,136,028	-	90,278	1,226,306	$ 822,789						$ 822,789
2033	$ 0.694	1,144,341	-	90,939	1,235,280	$ 857,819						$ 857,819
2034	$ 0.719	1,152,715	-	91,605	1,244,320	$ 894,340						$ 894,340
2035	$ 0.744	1,161,151	-	92,275	1,253,426	$ 932,415						$ 932,415
2036	$ 0.770	1,169,648	-	92,950	1,262,598	$ 972,112						$ 972,112
2037	$ 0.797	1,178,208	-	93,630	1,271,838	$ 1,013,499						$ 1,013,499
2038	$ 0.825	1,186,830	-	94,316	1,281,145	$ 1,056,647						$ 1,056,647
2039	$ 0.854	1,195,515	-	95,006	1,290,520	$ 1,101,633						$ 1,101,633
2040	$ 0.884	1,204,263	-	95,701	1,299,964	$ 1,148,534						$ 1,148,534
2041	$ 0.914	1,213,076	-	96,401	1,309,477	$ 1,197,432						$ 1,197,432
TOTAL					33,955,277	$ 20,255,148				2,659,067	$ 1,077,453	$ 21,332,601

(Sensitivity # 1) New Assumptions:

1 Host Fee to increase by an average CPI of 3.5% annually.

Assumed % increase in Host Fee /Ton		Annual Solid Waste Disposal Tons (Altamont)	Revenue	Annual Solid Waste Disposal Tons (Vasco)	Revenue	Total Revenue	Incr(Decr) in Revenue
Base Case	2.50%	33,955,277	$ 17,090,518	2,659,067	$ 1,019,721	$ 18,110,238	
Assume	3.50%	33,955,277	$ 20,255,148	2,659,067	$ 1,077,453	$ 21,332,601	$ 3,222,363

Base Case Assumptions:

1 Host Fee for 2012 reflects actual fee received in the first six (6) months of 2012,($0.310 from Vasco and $0.33187 from Altamont). The stipulated 2012 Host Fee of $0.33720, to increase by an average CPI of 2.5% annually, source: (The Livingston Survey, Release Date June 07, 2012 Long-term outlook average 'Annual Growth Rate for the next ten years - Consumer Price Index) for the forecast period 2013 -2041

2 2012 tonnage estimated by annualizing YTD June 2012 total disposal tons reported to Livermore by Altamont and Vasco. 2013-2041 assumes growth due to Employment Rate (Source: LAO Economic Forecast 2012-2013 Budget). Assumed average of last five years(2013-2017) for remainder of forecast period(2018-2041).

3 Assumed no decline in tonnage due to "measure D" 75% diversion goal 2012 -2015

4 Assumed 75% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of July 1, 2010.

5 Assumed the remaining 25% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of January 2013. There is uncertainty with the final date waste will be accepted at Tri-Cities as it is dependant on their attaining their full contour at the site. They will want to continue until they are at maximum capacity.

6 2023 due to estimated closure of Vasco Road Landfill, all tonnage is assumed disposed of at Altamont LF.

7 Adjustments assumed for discontinuation of disposal of County and City of San Francisco (CCSF) tonnage. Current agreement approx end date during 2015 (current agreement to 15 million tons)

8 Assumed tonnage from landfill closures coming from jurisdictions within Alameda County would be disposed at Altamont due to proximity and pricing.

Funding Projections by Landfill - Sensitivity #2 (Continue CCSF tonnage & Include San Leandro tonnage in 2020)

		Altamont Landfill					Vasco Road Landfill					
Calendar Year	Host Fee[1] /Ton	Alameda County[2,7]	San Francisco[2,8]	Other Existing Jurisdictions[2]	Annual Solid Waste Disposal Tons[6]	Revenue	Alameda County[2,3]	San Francisco[2,7]	Other Existing Jurisdictions[2]	Annual Solid Waste Disposal Tons[6]	Revenue	TOTAL REVENUE
[1] 2012 - Vasco	$ 0.310											
[1] 2012 - Altamont	$ 0.332	719,178	377,172	38,604	1,134,954	$ 376,657	183,026	1,347	39,423	223,797	$ 69,377	$ 446,034
[5] 2013	$ 0.346	783,611	380,142	38,908	1,202,661	$ 415,671	184,467	1,357	39,735	225,559	$ 77,959	$ 493,630
2014	$ 0.354	791,482	383,960	39,299	1,214,741	$ 430,343	186,320	1,371	40,135	227,825	$ 80,711	$ 511,053
2015	$ 0.363	797,604	386,930	39,603	1,224,137	$ 444,513	187,761	1,381	40,445	229,587	$ 83,369	$ 527,881
2016	$ 0.372	802,851	389,476	39,863	1,232,191	$ 458,623	188,996	1,390	40,711	231,098	$ 86,015	$ 544,638
2017	$ 0.382	806,350	391,173	40,037	1,237,560	$ 472,137	189,820	1,397	40,888	232,105	$ 88,549	$ 560,687
2018	$ 0.391	812,250	394,036	40,330	1,246,616	$ 487,482	191,209	1,407	41,188	233,803	$ 91,427	$ 578,909
2019	$ 0.401	818,194	396,919	40,625	1,255,739	$ 503,326	192,608	1,417	41,489	235,514	$ 94,399	$ 597,724
[8] 2020	$ 0.411	846,838	399,824	40,922	1,287,585	$ 528,992	194,017	1,427	41,793	237,238	$ 97,467	$ 626,459
2021	$ 0.421	853,036	402,750	41,222	1,297,007	$ 546,185	195,437	1,438	42,099	238,974	$ 100,635	$ 646,820
2022	$ 0.432	859,278	405,697	41,524	1,306,498	$ 563,937	196,868	1,448	42,407	240,722	$ 103,905	$ 667,842
[6] 2023	$ 0.442	976,050	409,479	65,626	1,451,155	$ 642,036	87,824	646	18,918	107,388	$ 47,512	$ 689,547
2024	$ 0.453	1,071,660	413,126	85,163	1,569,949	$ 711,958						$ 711,958
[8] 2025	$ 0.465	1,083,285	416,149	85,786	1,585,220	$ 736,856						$ 736,856
[8] 2026	$ 0.476	1,091,576	419,195	86,414	1,597,185	$ 760,978						$ 760,978
2027	$ 0.488	1,099,564	422,262	87,046	1,608,873	$ 785,710						$ 785,710
[8] 2028	$ 0.501	1,110,739	425,352	87,683	1,623,775	$ 812,812						$ 812,812
[8] 2029	$ 0.513	1,118,867	428,465	88,325	1,635,657	$ 839,230						$ 839,230
2030	$ 0.526	1,127,055	431,601	88,971	1,647,627	$ 866,505						$ 866,505
2031	$ 0.539	1,135,303	434,759	89,623	1,659,684	$ 894,667						$ 894,667
2032	$ 0.553	1,143,611	437,941	90,278	1,671,830	$ 923,745						$ 923,745
2033	$ 0.566	1,151,980	441,145	90,939	1,684,064	$ 953,768						$ 953,768
2034	$ 0.581	1,160,410	444,374	91,605	1,696,388	$ 984,766						$ 984,766
2035	$ 0.595	1,168,902	447,626	92,275	1,708,802	$ 1,016,772						$ 1,016,772
2036	$ 0.610	1,177,456	450,901	92,950	1,721,307	$ 1,049,818						$ 1,049,818
2037	$ 0.625	1,186,072	454,201	93,630	1,733,903	$ 1,083,938						$ 1,083,938
2038	$ 0.641	1,194,752	457,525	94,316	1,746,592	$ 1,119,167						$ 1,119,167
2039	$ 0.657	1,203,495	460,873	95,006	1,759,374	$ 1,155,540						$ 1,155,540
2040	$ 0.673	1,212,302	464,245	95,701	1,772,249	$ 1,193,097						$ 1,193,097
2041	$ 0.690	1,221,174	467,643	96,401	1,785,218	$ 1,231,873						$ 1,231,873
TOTAL					45,298,541	$ 22,991,101				2,663,611	$ 1,021,325	$ 24,012,426

(Sensitivity # 2) New Assumptions:

6 Due to continuation of CCSF tonnage into the landfills the estimated closure of Vasco Road Landfill occurs in 2023, all tonnage thereafter is assumed disposed of at Altamont LF.

7, 8 Assume that the CCSF tonnage continues through 2041 and the City of San Leandro tonnage would be disposed at Altamont after the closure of Forward Landfill which is assumed in 2020.

	Annual Solid Waste Disposal Tons (Altamont)	Revenue	Annual Solid Waste Disposal Tons (Vasco)	Revenue	Total Revenue	Incr(Decr) in Revenue
Base Case	33,955,277	$ 17,090,518	2,659,067	$ 1,019,721	$ 18,110,238	
Assume	45,298,541	$ 22,991,101	2,663,611	$ 1,021,325	$ 24,012,426	$ 5,902,188

Base Case Assumptions:

1 Host Fee for 2012 reflects actual fee received in the first six (6) months of 2012,($0.310 from Vasco and $0.33187 from Altamont). The stipulated 2012 Host Fee of $0.33720, to increase by an average CPI of 2.5% annually, source: (The Livingston Survey, Release Date June 07, 2012 Long-term outlook average 'Annual Growth Rate for the next ten years - Consumer Price Index) for the forecast period 2013 -2041

2 2012 tonnage estimated by annualizing YTD June 2012 total disposal tons reported to Livermore by Altamont and Vasco. 2013-2041 assumes growth due to Employment Rate (Source: LAO Economic Forecast 2012-2013 Budget). Assumed average of last five years(2013-2017) for remainder of forecast period(2018-2041).

3 Assumed no decline in tonnage due to "measure D" 75% diversion goal 2012 -2015

4 Assumed 75% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of July 1, 2010.

5 Assumed the remaining 25% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of January 2013. There is uncertainty with the final date waste will be accepted at Tri-Cities as it is dependant on their attaining their full contour at the site. They will want to continue until they are at maximum capacity.

6 2023 due to estimated closure of Vasco Road Landfill, all tonnage is assumed disposed of at Altamont LF.

7 Adjustments assumed for discontinuation of disposal of County and City of San Francisco (CCSF) tonnage. Current agreement approx end date during 2015 (current agreement to 15 million tons)

8 Assumed tonnage from landfill closures coming from jurisdictions within Alameda County would be disposed at Altamont due to proximity and pricing.

Funding Projections by Landfill - Sensitivity #3 Growth (LAO -1%) 2012-2041

			Altamont Landfill					Vasco Road Landfill					
Calendar Year	Host Fee[1] /Ton	Alameda County[2-7]	San Francisco[2,8]	Other Existing Jurisdictions[7]	Annual Solid Waste Disposal Tons[6]	Revenue	Alameda County[2,3]	San Francisco[2,7]	Other Existing Jurisdictions[2]	Annual Solid Waste Disposal Tons[6]	Revenue	TOTAL REVENUE
[1] 2012 - Vasco	$ 0.310											
[1] 2012 - Altamont	$ 0.332	722,920	373,430	38,604	1,134,954	$ 376,657	183,039	1,333	39,425	223,797	$ 69,377	$ 446,034
[5] 2013	$ 0.346	778,993	372,636	38,522	1,190,151	$ 411,347	182,650	1,330	39,341	223,321	$ 77,186	$ 488,533
2014	$ 0.354	779,028	372,653	38,524	1,190,204	$ 421,650	182,658	1,330	39,343	223,331	$ 79,119	$ 500,769
2015	$ 0.363	777,263	344,175	38,436	1,159,875	$ 421,178	182,244	1,327	39,254	222,825	$ 80,913	$ 502,091
2016	$ 0.372	774,604	-	38,305	812,909	$ 302,566	181,621	-	39,120	220,740	$ 82,160	$ 384,726
2017	$ 0.382	770,233	-	38,089	808,322	$ 308,380	180,596	-	38,899	219,495	$ 83,739	$ 392,119
2018	$ 0.391	768,167	-	37,987	806,154	$ 315,242	180,112	-	38,794	218,906	$ 85,602	$ 400,844
2019	$ 0.401	766,107	-	37,885	803,992	$ 322,256	179,629	-	38,690	218,319	$ 87,507	$ 409,763
[8] 2020	$ 0.411	778,412	-	37,783	816,195	$ 335,326	179,147	-	38,587	217,733	$ 89,454	$ 424,780
2021	$ 0.421	776,324	-	37,682	814,006	$ 342,788	178,666	-	38,483	217,149	$ 91,444	$ 434,232
2022	$ 0.432	774,242	-	37,581	811,823	$ 350,415	178,187	-	38,380	216,567	$ 93,479	$ 443,894
2023	$ 0.442	772,165	-	37,480	809,645	$ 358,212	177,709	-	38,277	215,986	$ 95,559	$ 453,771
[6] 2024	$ 0.453	930,126	-	71,849	1,001,974	$ 454,387	17,201	-	3,705	20,906	$ 9,481	$ 463,868
[8] 2025	$ 0.465	948,076	-	75,351	1,023,427	$ 475,718						$ 475,718
[8] 2026	$ 0.476	945,847	-	75,149	1,020,996	$ 486,453						$ 486,453
2027	$ 0.488	943,310	-	74,947	1,018,257	$ 497,277						$ 497,277
[8] 2028	$ 0.501	943,420	-	74,746	1,018,166	$ 509,663						$ 509,663
[8] 2029	$ 0.513	940,889	-	74,546	1,015,435	$ 521,004						$ 521,004
2030	$ 0.526	938,366	-	74,346	1,012,712	$ 532,596						$ 532,596
2031	$ 0.539	935,849	-	74,147	1,009,996	$ 544,447						$ 544,447
2032	$ 0.553	933,339	-	73,948	1,007,287	$ 556,562						$ 556,562
2033	$ 0.566	930,836	-	73,749	1,004,585	$ 568,946						$ 568,946
2034	$ 0.581	928,339	-	73,552	1,001,891	$ 581,605						$ 581,605
2035	$ 0.595	925,850	-	73,354	999,204	$ 594,546						$ 594,346
2036	$ 0.610	923,366	-	73,158	996,524	$ 607,776						$ 607,776
2037	$ 0.625	920,890	-	72,961	993,851	$ 621,299						$ 621,299
2038	$ 0.641	918,420	-	72,766	991,186	$ 635,124						$ 635,124
2039	$ 0.657	915,957	-	72,571	988,527	$ 649,256						$ 649,256
2040	$ 0.673	913,500	-	72,376	985,876	$ 663,702						$ 663,702
2041	$ 0.690	911,050	-	72,182	983,232	$ 678,470						$ 678,470
TOTAL					29,231,355	$ 14,444,846				2,659,078	$ 1,025,019	$ 15,469,865

(Sensitivity # 3) New Assumptions:

2 2012-2041 assumes (LAO % -1%) growth.

6 Due to the (LAO -1%) growth projections 2012-2041 the estimated closure of Vasco Road Landfill would occur in 2024. All tonnage thereafter is assumed disposed of at Altamont LF.

	Annual Solid Waste Disposal Tons (Altamont)	Revenue	Annual Solid Waste Disposal Tons (Vasco)	Revenue	Total Revenue	Incr(Decr) in Revenue
Base Case LAO	33,955,277	$ 17,090,518	2,659,067	$ 1,019,721	$ 18,110,238	
Assume Growth (LAO - 1%)	29,231,355	$ 14,444,846	2,659,078	$ 1,025,019	$ 15,469,865	$ (2,640,373)

Base Case Assumptions:

1 Host Fee for 2012 reflects actual fee received in the first six (6) months of 2012,($0.310 from Vasco and $0.33187 from Altamont). The stipulated 2012 Host Fee of $0.33720, to increase by an average CPI of 2.5% annually, source: (The Livingston Survey, Release Date June 07, 2012 Long-term outlook average 'Annual Growth Rate for the next ten years - Consumer Price Index) for the forecast period 2013 - 2041

2 2012 tonnage estimated by annualizing YTD June 2012 total disposal tons reported to Livermore by Altamont and Vasco. 2013-2041 assumes growth due to Employment Rate (Source: LAO Economic Forecast 2012-2013 Budget). Assumed average of last five years(2013-2017) for remainder of forecast period(2018-2041).

3 Assumed no decline in tonnage due to "measure D" 75% diversion goal 2012 -2015

4 Assumed 75% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of July 1, 2010.

5 Assumed the remaining 25% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of January 2013.
There is uncertainty with the final date waste will be accepted at Tri-Cities as it is dependant on their attaining their full contour at the site. They will want to continue until they are at maximum capacity.

6 2023 due to estimated closure of Vasco Road Landfill, all tonnage is assumed disposed of at Altamont LF.

7 Adjustments assumed for discontinuation of disposal of County and City of San Francisco (CCSF) tonnage. Current agreement approx end date during 2015 (current agreement to 15 million tons)

8 Assumed tonnage from landfill closures coming from jurisdictions within Alameda County would be disposed at Altamont due to proximity and pricing.

Funding Projections by Landfill - Sensitivity #3 Growth (Flat 2013 -2041)

		Altamont Landfill					Vasco Road Landfill					
Calendar Year	Host Fee[1] /Ton	Alameda County[2-7]	San Francisco[2,8]	Other Existing Jurisdictions[2]	Annual Solid Waste Disposal Tons[6]	Revenue	Alameda County[2,8]	San Francisco[2,7]	Other Existing Jurisdictions[2]	Annual Solid Waste Disposal Tons[6]	Revenue	TOTAL REVENUE
[1] 2012 - Vasco	$ 0.310											
[1] 2012 - Altamont	$ 0.332	722,148	374,202	38,604	1,134,954	$ 376,657	183,036	1,336	39,425	223,797	$ 69,377	$ 446,034
[5] 2013	$ 0.346	780,000	374,202	38,604	1,192,806	$ 412,265	183,036	1,336	39,425	223,797	$ 77,350	$ 489,615
2014	$ 0.354	780,000	374,202	38,604	1,192,806	$ 422,572	183,036	1,336	39,425	223,797	$ 79,284	$ 501,856
2015	$ 0.363	780,000	340,288	38,604	1,158,891	$ 420,821	183,036	1,336	39,425	223,797	$ 81,266	$ 502,087
2016	$ 0.372	780,000	-	38,604	818,604	$ 304,686	183,036	-	39,425	222,461	$ 82,800	$ 387,486
2017	$ 0.382	780,000	-	38,604	818,604	$ 312,303	183,036	-	39,425	222,461	$ 84,870	$ 397,173
2018	$ 0.391	780,000	-	38,604	818,604	$ 320,110	183,036	-	39,425	222,461	$ 86,992	$ 407,102
2019	$ 0.401	780,000	-	38,604	818,604	$ 328,113	183,036	-	39,425	222,461	$ 89,167	$ 417,280
[8] 2020	$ 0.411	794,702	-	38,604	833,306	$ 342,356	183,036	-	39,425	222,461	$ 91,396	$ 433,752
2021	$ 0.421	794,702	-	38,604	833,306	$ 350,915	183,036	-	39,425	222,461	$ 93,681	$ 444,596
2022	$ 0.432	794,702	-	38,604	833,306	$ 359,688	183,036	-	39,425	222,461	$ 96,023	$ 455,711
[6] 2023	$ 0.442	807,706	-	41,405	849,111	$ 375,673	170,032	-	36,624	206,656	$ 91,431	$ 467,104
2024	$ 0.453	977,738	-	78,029	1,055,767	$ 478,781						$ 478,781
[8] 2025	$ 0.465	981,151	-	78,029	1,059,180	$ 492,338						$ 492,338
[8] 2026	$ 0.476	981,478	-	78,029	1,059,507	$ 504,801						$ 504,801
2027	$ 0.488	981,478	-	78,029	1,059,507	$ 517,421						$ 517,421
[8] 2028	$ 0.501	984,239	-	78,029	1,062,268	$ 531,739						$ 531,739
[8] 2029	$ 0.513	984,239	-	78,029	1,062,268	$ 545,033						$ 545,033
2030	$ 0.526	984,239	-	78,029	1,062,268	$ 558,659						$ 558,659
2031	$ 0.539	984,239	-	78,029	1,062,268	$ 572,625						$ 572,625
2032	$ 0.553	984,239	-	78,029	1,062,268	$ 586,941						$ 586,941
2033	$ 0.566	984,239	-	78,029	1,062,268	$ 601,614						$ 601,614
2034	$ 0.581	984,239	-	78,029	1,062,268	$ 616,655						$ 616,655
2035	$ 0.595	984,239	-	78,029	1,062,268	$ 632,071						$ 632,071
2036	$ 0.610	984,239	-	78,029	1,062,268	$ 647,873						$ 647,873
2037	$ 0.625	984,239	-	78,029	1,062,268	$ 664,070						$ 664,070
2038	$ 0.641	984,239	-	78,029	1,062,268	$ 680,671						$ 680,671
2039	$ 0.657	984,239	-	78,029	1,062,268	$ 697,688						$ 697,688
2040	$ 0.673	984,239	-	78,029	1,062,268	$ 715,130						$ 715,130
2041	$ 0.690	984,239	-	78,029	1,062,268	$ 733,009						$ 733,009
TOTAL					30,408,619	$ 15,103,277				2,659,074	$ 1,023,639	$ 16,126,916

(Sensitivity # 3) New Assumptions:

2 2013-2041 assumes growth flat.

6 Due to the flat growth projections 2013-2041 the estimated closure of Vasco Road Landfill occurs slightly later in 2023 than the Base Case. All tonnage thereafter is assumed disposed of at Altamont LF.

		Annual Solid Waste Disposal Tons (Altamont)	Revenue	Annual Solid Waste Disposal Tons (Vasco)	Revenue	Total Revenue	Incr(Decr) in Revenue
Base Case	LAO	33,955,277	$ 17,090,518	2,659,067	$ 1,019,721	$ 18,110,238	
Assume Growth (Flat)		30,408,619	$ 15,103,277	2,659,074	$ 1,023,639	$ 16,126,916	$ (1,983,322)

Base Case Assumptions:

1 Host Fee for 2012 reflects actual fee received in the first six (6) months of 2012,($0.310 from Vasco and $0.33187 from Altamont). The stipulated 2012 Host Fee of $0.33720, to increase by an average CPI of 2.5% annually, source: (The Livingston Survey, Release Date June 07, 2012 Long-term outlook average 'Annual Growth Rate for the next ten years - Consumer Price Index) for the forecast period 2013 -2041

2 2012 tonnage estimated by annualizing YTD June 2012 total disposal tons reported to Livermore by Altamont and Vasco. 2013-2041 assumes growth due to Employment Rate (Source: LAO Economic Forecast 2012-2013 Budget). Assumed average of last five years(2013-2017) for remainder of forecast period(2018-2041).

3 Assumed no decline in tonnage due to "measure D" 75% diversion goal 2012 -2015

4 Assumed 75% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of July 1, 2010.

5 Assumed the remaining 25% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of January 2013.
There is uncertainty with the final date waste will be accepted at Tri-Cities as it is dependant on their attaining their full contour at the site. They will want to continue until they are at maximum capacity.

6 2023 due to estimated closure of Vasco Road Landfill, all tonnage is assumed disposed of at Altamont LF.

7 Adjustments assumed for discontinuation of disposal of County and City of San Francisco (CCSF) tonnage. Current agreement approx end date during 2015 (current agreement to 15 million tons)

8 Assumed tonnage from landfill closures coming from jurisdictions within Alameda County would be disposed at Altamont due to proximity and pricing.

Funding Projections by Landfill - Sensitivity #3 Growth (LAO +1%) 2012-2041

			Altamont Landfill					Vasco Road Landfill					
Calendar Year	Host Fee [1] /Ton	Alameda County [2-7]	San Francisco [2,8]	Other Existing Jurisdictions [1]	Annual Solid Waste Disposal Tons [6]	Revenue	Alameda County [2,8]	San Francisco [2,7]	Other Existing Jurisdictions [2]	Annual Solid Waste Disposal Tons [6]	Revenue	TOTAL REVENUE
[1] 2012 - Vasco	$ 0.310											
[1] 2012 - Altamont	$ 0.332	715,436	380,914	38,604	1,134,954	$ 376,657	183,012	1,360	39,425	223,797	$ 69,377	$ 446,034
[5] 2013	$ 0.346	788,166	387,723	39,294	1,215,183	$ 419,999	186,283	1,384	40,130	227,797	$ 78,733	$ 498,732
2014	$ 0.354	803,964	395,494	40,082	1,239,540	$ 439,128	190,017	1,412	40,934	232,363	$ 82,319	$ 521,447
2015	$ 0.363	818,222	298,763	40,792	1,157,778	$ 420,416	193,387	1,437	41,660	236,484	$ 85,873	$ 506,290
2016	$ 0.372	831,788	-	41,469	873,256	$ 325,027	196,594	-	42,351	238,944	$ 88,935	$ 413,963
2017	$ 0.382	843,730	-	42,064	885,794	$ 337,936	199,416	-	42,959	242,375	$ 92,468	$ 430,404
2018	$ 0.391	858,342	-	42,793	901,134	$ 352,383	202,870	-	43,703	246,572	$ 96,421	$ 448,804
2019	$ 0.401	873,206	-	43,534	916,740	$ 367,448	206,383	-	44,460	250,842	$ 100,543	$ 467,991
[8] 2020	$ 0.411	905,497	-	44,288	949,785	$ 390,211	209,957	-	45,229	255,186	$ 104,841	$ 495,052
2021	$ 0.421	921,179	-	45,055	966,233	$ 406,892	213,593	-	46,013	259,606	$ 109,323	$ 516,215
[5] 2022	$ 0.432	952,774	-	49,205	1,001,979	$ 432,494	201,650	-	43,440	245,089	$ 105,790	$ 538,284
2023	$ 0.442	1,174,416	-	94,249	1,268,665	$ 561,296						$ 561,296
2024	$ 0.453	1,194,754	-	95,881	1,290,635	$ 585,292						$ 585,292
[8] 2025	$ 0.465	1,219,789	-	97,542	1,317,330	$ 612,333						$ 612,333
[8] 2026	$ 0.476	1,241,333	-	99,231	1,340,566	$ 638,712						$ 638,712
2027	$ 0.488	1,262,833	-	100,949	1,363,782	$ 666,018						$ 666,018
[8] 2028	$ 0.501	1,288,402	-	102,697	1,391,100	$ 696,342						$ 696,342
[8] 2029	$ 0.513	1,310,715	-	104,476	1,415,191	$ 726,112						$ 726,112
2030	$ 0.526	1,333,414	-	106,285	1,439,699	$ 757,154						$ 757,154
2031	$ 0.539	1,356,506	-	108,126	1,464,632	$ 789,523						$ 789,523
2032	$ 0.553	1,379,998	-	109,998	1,489,996	$ 823,275						$ 823,275
2033	$ 0.566	1,403,896	-	111,903	1,515,800	$ 858,471						$ 858,471
2034	$ 0.581	1,428,209	-	113,841	1,542,050	$ 895,172						$ 895,172
2035	$ 0.595	1,452,943	-	115,813	1,568,755	$ 933,441						$ 933,441
2036	$ 0.610	1,478,105	-	117,818	1,595,923	$ 973,346						$ 973,346
2037	$ 0.625	1,503,702	-	119,859	1,623,561	$ 1,014,958						$ 1,014,958
2038	$ 0.641	1,529,743	-	121,935	1,651,678	$ 1,058,348						$ 1,058,348
2039	$ 0.657	1,556,235	-	124,046	1,680,282	$ 1,103,594						$ 1,103,594
2040	$ 0.673	1,583,186	-	126,194	1,709,381	$ 1,150,773						$ 1,150,773
2041	$ 0.690	1,610,604	-	128,380	1,738,984	$ 1,199,970						$ 1,199,970
TOTAL					39,650,387	$ 20,312,722				2,659,058	$ 1,014,622	$ 21,327,344

(Sensitivity # 3) New Assumptions:

2 2013-2041 assumes (LAO % +1%) growth.

6 Due to the (LAO +1%) growth projections 2012-2041 the estimated closure of Vasco Road Landfill occurs in 2022. All tonnage thereafter is assumed disposed of at Altamont LF.

	Annual Solid Waste Disposal Tons (Altamont)	Revenue	Annual Solid Waste Disposal Tons (Vasco)	Revenue	Total Revenue	Incr(Decr) in Revenue
Base Case LAO	33,955,277	$ 17,090,518	2,659,067	$ 1,019,721	$ 18,110,238	
Assume Growth (LAO % +1%)	39,650,387	$ 20,312,722	2,659,058	$ 1,014,622	$ 21,327,344	$ 3,217,106

Base Case Assumptions:

1 Host Fee for 2012 reflects actual fee received in the first six (6) months of 2012,($0.310 from Vasco and $0.33187 from Altamont). The stipulated 2012 Host Fee of $0.33720, to increase by an average CPI of 2.5% annually, source: (The Livingston Survey, Release Date June 07, 2012 Long-term outlook average 'Annual Growth Rate for the next ten years - Consumer Price Index) for the forecast period 2013 -2041

2 2012 tonnage estimated by annualizing YTD June 2012 total disposal tons reported to Livermore by Altamont and Vasco. 2013-2041 assumes growth due to Employment Rate (Source: LAO Economic Forecast 2012-2013 Budget). Assumed average of last five years(2013-2017) for remainder of forecast period(2018-2041).

3 Assumed no decline in tonnage due to "measure D" 75% diversion goal 2012 -2015

4 Assumed 75% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of July 1, 2010.

5 Assumed the remaining 25% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of January 2013. There is uncertainty with the final date waste will be accepted at Tri-Cities as it is dependant on their attaining their full contour at the site. They will want to continue until they are at maximum capacity.

6 2023 due to estimated closure of Vasco Road Landfill, all tonnage is assumed disposed of at Altamont LF.

7 Adjustments assumed for discontinuation of disposal of County and City of San Francisco (CCSF) tonnage. Current agreement approx end date during 2015 (current agreement to 15 million tons)

8 Assumed tonnage from landfill closures coming from jurisdictions within Alameda County would be disposed at Altamont due to proximity and pricing.

Funding Projections by Landfill - Sensitivity #4 CPI 1.5% and Growth (LAO -1%) 2012-2041

			Altamont Landfill					Vasco Road Landfill					
Calendar Year	Host Fee[1] /Ton	Alameda County[2-7]	San Francisco[2,8]	Other Existing Jurisdictions[2]	Annual Solid Waste Disposal Tons[6]	Revenue	Alameda County[2,9]	San Francisco[2,7]	Other Existing Jurisdictions[2]	Annual Solid Waste Disposal Tons[6]	Revenue	TOTAL REVENUE
[1] 2012 - Vasco	$ 0.310											
[1] 2012 - Altamont	$ 0.332	722,920	373,430	38,604	1,134,954	$ 376,657	183,089	1,333	39,425	223,797	$ 69,377	$ 446,034
[5] 2013	$ 0.342	778,993	372,636	38,522	1,190,151	$ 407,334	182,650	1,330	39,341	223,321	$ 76,433	$ 483,767
2014	$ 0.347	779,028	372,653	38,524	1,190,204	$ 413,463	182,658	1,330	39,343	223,331	$ 77,583	$ 491,045
2015	$ 0.353	777,263	344,175	38,436	1,159,875	$ 408,970	182,244	1,327	39,254	222,825	$ 78,568	$ 487,538
2016	$ 0.358	774,604	-	38,305	812,909	$ 290,930	181,621	-	39,120	220,740	$ 79,000	$ 369,930
2017	$ 0.363	770,233	-	38,089	808,322	$ 293,628	180,596	-	38,899	219,495	$ 79,733	$ 373,361
2018	$ 0.369	768,167	-	37,987	806,154	$ 297,233	180,112	-	38,794	218,906	$ 80,712	$ 377,945
2019	$ 0.374	766,107	-	37,885	803,992	$ 300,882	179,629	-	38,690	218,319	$ 81,703	$ 382,585
[8] 2020	$ 0.380	778,412	-	37,783	816,195	$ 310,031	179,147	-	38,587	217,733	$ 82,706	$ 392,737
2021	$ 0.386	776,324	-	37,682	814,006	$ 313,837	178,666	-	38,483	217,149	$ 83,721	$ 397,559
2022	$ 0.391	774,242	-	37,581	811,823	$ 317,691	178,187	-	38,380	216,567	$ 84,749	$ 402,440
2023	$ 0.397	772,165	-	37,480	809,645	$ 321,591	177,709	-	38,277	215,986	$ 85,790	$ 407,381
[6] 2024	$ 0.403	930,126	-	71,849	1,001,974	$ 403,954	17,201	-	3,705	20,906	$ 8,429	$ 412,382
[8] 2025	$ 0.409	948,076	-	75,351	1,023,427	$ 418,792						$ 418,792
[8] 2026	$ 0.415	945,847	-	75,149	1,020,996	$ 424,064						$ 424,064
2027	$ 0.422	943,310	-	74,947	1,018,257	$ 429,270						$ 429,270
[8] 2028	$ 0.428	943,420	-	74,746	1,018,166	$ 435,670						$ 435,670
[8] 2029	$ 0.434	940,889	-	74,546	1,015,435	$ 441,019						$ 441,019
2030	$ 0.441	938,366	-	74,345	1,012,712	$ 446,434						$ 446,434
2031	$ 0.447	935,849	-	74,147	1,009,996	$ 451,915						$ 451,915
2032	$ 0.454	933,339	-	73,948	1,007,287	$ 457,464						$ 457,464
2033	$ 0.461	930,836	-	73,749	1,004,585	$ 463,080						$ 463,080
2034	$ 0.468	928,339	-	73,552	1,001,891	$ 468,766						$ 468,766
2035	$ 0.475	925,850	-	73,354	999,204	$ 474,521						$ 474,521
2036	$ 0.482	923,366	-	73,158	996,524	$ 480,347						$ 480,347
2037	$ 0.489	920,890	-	72,961	993,851	$ 486,245						$ 486,245
2038	$ 0.497	918,420	-	72,766	991,186	$ 492,215						$ 492,215
2039	$ 0.504	915,957	-	72,571	988,527	$ 498,258						$ 498,258
2040	$ 0.512	913,500	-	72,376	985,876	$ 504,376						$ 504,376
2041	$ 0.519	911,050	-	72,182	983,232	$ 510,568						$ 510,568
TOTAL					29,231,355	$ 12,339,208				2,659,078	$ 968,503	$ 13,307,710

(Sensitivity # 4) New Assumptions:

1 Host Fee to increase by and average CPI of 1.5% (2.5% Base Case - 1.0% annually)

2 2012-2041 assumes (LAO % -1%) growth.

6 Due to the (LAO -1%) growth projections 2012-2041 the estimated closure of Vasco Road Landfill would occur in 2024. All tonnage thereafter is assumed disposed of at Altamont LF.

		Annual Solid Waste Disposal Tons (Altamont)	Revenue	Annual Solid Waste Disposal Tons (Vasco)	Revenue	Total Revenue	Incr(Decr) in Revenue
Base Case	LAO	33,955,277	$ 17,090,518	2,659,067	$ 1,019,721	$ 18,110,238	
New Assumptions		29,231,355	$ 12,339,208	2,659,078	$ 968,503	$ 13,307,710	$ (4,802,528)

Base Case Assumptions:

1 Host Fee for 2012 reflects actual fee received in the first six (6) months of 2012,($0.310 from Vasco and $0.33187 from Altamont). The stipulated 2012 Host Fee of $0.33720, to increase by an average CPI of 2.5% annually, source: (The Livingston Survey, Release Date June 07, 2012 Long-term outlook average 'Annual Growth Rate for the next ten years - Consumer Price Index) for the forecast period 2013 -2041

2 2012 tonnage estimated by annualizing YTD June 2012 total disposal tons reported to Livermore by Altamont and Vasco. 2013-2041 assumes growth due to Employment Rate (Source: LAO Economic Forecast 2012-2013 Budget). Assumed average of last five years(2013-2017) for remainder of forecast period(2018-2041).

3 Assumed no decline in tonnage due to "measure D" 75% diversion goal 2012 -2015

4 Assumed 75% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of July 1, 2010.

5 Assumed the remaining 25% of the waste currently going to Tri-Cities LF will be sent to Altamont LF as of January 2013.
There is uncertainty with the final date waste will be accepted at Tri-Cities as it is dependant on their attaining their full contour at the site. They will want to continue until they are at maximum capacity.

6 2023 due to estimated closure of Vasco Road Landfill, all tonnage is assumed disposed of at Altamont LF.

7 Adjustments assumed for discontinuation of disposal of County and City of San Francisco (CCSF) tonnage. Current agreement approx end date during 2015 (current agreement to 15 million tons)

8 Assumed tonnage from landfill closures coming from jurisdictions within Alameda County would be disposed at Altamont due to proximity and pricing.

Projected Base Case Revenues vs Actual Revenues

Fiscal Year	Base Case *	Actual Revenue	Variance
2012-13	$ 469,832	$ 481,167	$ 11,335
2013-14	502,342	478,913	(23,429)
2014-15	507,610	499,558	(8,052)
2015-16	451,662	439,271	(12,391)
2016-17	405,038	434,951	29,913
2017-18	417,597	476,179	58,583
2018-19	431,169	519,006	87,838
2019-20	448,409	550,371	101,963
2020-21	466,209	508,073	41,864
2021-22	481,362	517,218	35,857
		Total over Ten Years	$ 323,481

* Base case amount converted from calendar year to fiscal year

City of Livermore
Estimated Replacement Costs for Bankhead Theater

Description	Estimated Replacement Period	Estimated Cost	Annual Cost	Building Age	Years 1-8 Accumulated Replacement Costs	FY 15/16 Year: 9	FY 16/17 10	FY 17/18 11	FY 18/19 12	FY 19/20 13	FY 20/21 14	FY 21/22 15	FY 22/23 16	FY 23/24 17	FY 24/25 18	FY 25/26 19	FY 26/27 20	FY 31/32 25	FY 36/37 30	FY41/42 35	FY46/47 40	FY51/52 45	FY56/57 50
Foundation	50	$ 150,000	$ 3,000	8	$ 24,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 3,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000	$ 15,000
Roof	25	500,000	20,000	8	160,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	100,000	100,000	100,000	100,000	100,000
Exterior Walls	25	250,000	10,000	8	80,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	50,000	50,000	50,000	50,000	50,000
Interior Bearing Walls, Columns, Beams, Shafts	50	250,000	5,000	8	40,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	25,000	25,000	25,000	25,000	25,000
Building Shell	50	250,000	5,000	8	40,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	25,000	25,000	25,000	25,000	25,000
HVAC	20	1,000,000	50,000	8	400,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	250,000	250,000	250,000	250,000	250,000
Elevator	50	200,000	4,000	8	32,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	20,000	20,000	20,000	20,000	20,000
Plumbing	50	100,000	2,000	8	16,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	10,000	10,000	10,000	10,000	10,000
Electrical	50	100,000	2,000	8	16,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	10,000	10,000	10,000	10,000	10,000
Lighting / Control Systems	20	100,000	5,000	8	40,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	25,000	25,000	25,000	25,000	25,000
Other	50	100,000	2,000	8	16,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	10,000	10,000	10,000	10,000	10,000
Sub Total Annual Replacement Costs			$108,000		$864,000	$108,000	$108,000	$108,000	$108,000	$108,000	$108,000	$108,000	$108,000	$108,000	$108,000	$108,000	$108,000	$108,000	$540,000	$540,000	$540,000	$540,000	$540,000
Years 1-8 Catch up (10% a year)						$86,400	$86,400	$86,400	$86,400	$86,400	$86,400	$86,400	$86,400	$86,400	$86,400								
Total Annual Replaement Target						$194,400	$194,400	$194,400	$194,400	$194,400	$194,400	$194,400	$194,400	$194,400	$194,400	$108,000	$108,000	$540,000	$540,000	$540,000	$540,000	$540,000	$540,000
Less Scheduled Replacement Costs																	($1,100,000)	($750,000)			($1,100,000)	($750,000)	($1,150,000)
Cummulative Total						**$194,400**	**$388,800**	**$583,200**	**$777,600**	**$972,000**	**$1,166,400**	**$1,360,800**	**$1,555,200**	**$1,749,600**	**$1,944,000**	**$2,052,000**	**$1,060,000**	**$850,000**	**$1,390,000**	**$1,930,000**	**$1,370,000**	**$1,160,000**	**$550,000**

Fund Balance Projection of HCIF Fund

Fiscal Year	Beginning Fund Balance	Projected Revenues (1)	Annual Debt Service (2)	Estimated Large Replacement Repair Costs	Est. Ending Fund Balance
2022-23	$1,356,484	$530,148	$492,300	$194,400	$1,199,932
2023-24	1,199,932	543,402	508,600	194,400	1,040,334
2024-25	1,040,334	556,987	528,800	194,400	874,121
2025-26	874,121	570,912	547,800	108,000	789,233
2026-27	789,233	585,185	531,300	108,000	735,118
2027-28	735,118	599,815	534,600	108,000	692,333
2028-29	692,333	614,810	532,400	108,000	666,743
2029-30	666,743	630,180	534,700	108,000	654,223
2030-31	654,223	645,935	531,500	108,000	660,658
2031-32	660,658	662,083	532,800	108,000	681,941
2032-33	681,941	678,635	533,500	108,000	719,076
2033-34	719,076	695,601	533,600	108,000	773,077
2034-35	773,077	712,991	533,100	108,000	844,968
2035-36	844,968	730,816	532,000	108,000	935,784
2036-37	935,784	749,086	535,200	108,000	1,041,670
2037-38	1,041,670	767,813	532,700	108,000	1,168,783
2038-39	1,168,783	787,008	534,500	108,000	1,313,291
2039-40	1,313,291	806,683	530,600	108,000	1,481,374
2040-41	1,481,374	826,850	531,000	108,000	1,669,224
2041-42	$1,669,224	$847,521	$535,500	$108,000	$1,873,245

(1) Projected Revenues increase annually by CPI of 2.5%
(2) Annual Debt Service ends in FY 2041-42.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.12**

DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Christine Martin, Assistant City Manager

SUBJECT: Resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution reauthorizing remote or hybrid teleconference meetings for City of Livermore's legislative bodies in accordance with Assembly Bill 361.

SUMMARY

On September 16, 2021, the Governor signed Assembly Bill 361 ("AB 361") into law, allowing the City's legislative bodies to continue to meet via teleconference during proclaimed states of emergency under modified Brown Act requirements when a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558. AB 361 further requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees. AB 361 requires reauthorization every 30 days.

DISCUSSION

An outbreak of coronavirus disease 2019 (COVID-19) caused by the 2019 novel coronavirus (SARS-CoV-2) began in Wuhan, Hubei Province, China in December 2019, and has now spread throughout the world.

On March 1, 2020, the Health Officer of Alameda County declared a public health emergency throughout the County of Alameda.

On March 4, 2020, the Governor of California proclaimed a state of emergency exists in California after making determinations that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid

region or regions to appropriately respond; and,
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 12, 2020, the Alameda County Department of Public Health confirmed evidence of community-acquired transmission.

On March 13, 2020, the President of the United States of America declared a National state of emergency in response to the spread of COVID-19 within the United States of America.

On March 13, 2020, the City Manager declared a Local Emergency. The local emergency was ratified by City Council and continued every 30 days into 2022, where the emergency was terminated by Council in April 2022, then reinstated in May 2022 (Reso. No. 2022-077) and continued in June 2022 (Reso. No. 2022-099). The local emergency terminated thirty days thereafter, as it was not renewed.

However, the state continues its COVID-19 emergency response and the Governor has signed Executive Order N-11-22, which retains a limited set of provisions that remain necessary to continue responding to the threat posed by, and mitigating the effects of, the COVID-19 pandemic; and precautions toward reducing the spread of COVID-19, including strongly encouraging masking indoors and social distancing.

Based on the above, staff recommends the City Council adopt a resolution reauthorizing teleconference or hybrid meetings of the City's legislative bodies in accordance with AB 361.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with the resolution.

ATTACHMENTS

1. Resolution

Prepared by: Christine Martin
Assistant City 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 REAUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE CITY OF LIVERMORE'S LEGISLATIVE BODIES IN ACCORDANCE WITH ASSEMBLY BILL 361, INCLUDING HYBRID

An outbreak of coronavirus disease in 2019 (COVID-19) caused by the novel coronavirus (SARS-CoV-2) began in Wuhan, Hubei Province, China, in December 2019, and spread throughout China and to numerous other countries and territories, including the United States.

COVID-19 is an infectious disease that causes respiratory illness. Experts anticipate that while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or have underlying chronic health conditions.

It is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization.

The United States Centers for Disease Control and Prevention (CDC), the United States Health and Human Services Agency, the California Department of Public Health, and the Alameda County Department of Public Health are each working to monitor and plan for the potential spread of COVID-19 to support and guide local actions to preserve public health.

On January 23, 2020, the CDC activated its emergency response system to provide ongoing support for the response to COVID-19 in the United States.

On January 31, 2020, the Secretary of the United States Department of Health and Human Services declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19.

On February 25, 2020, the Centers for Disease Control and Prevention announced that community spread of COVID-19 is likely to occur in the United States.

On March 1, 2020, Health Officer of Alameda County declared a public health emergency throughout the County of Alameda.

On March 4, 2020, the Governor of California proclaimed a state of emergency exists in California after making determinations that:

1. The conditions caused by COVID-19 are likely to require the combined forces of a mutual aid region or regions to appropriately respond; and,
2. Local authority is inadequate to cope with the threat posed by COVID-19.

On March 12, 2020, the Alameda County Department of Public Health confirmed evidence of community-acquired transmission.

On March 13, 2020, the President of the United States of America declared a national state of emergency in response to the spread of COVID-19 within the United States of America.

On March 16, 2020, the City Council adopted a resolution ratifying the declaration of local emergency (Resolution No. 2020-033).

On June 8, July 27, September 14, November 9, December 14, 2020, February 8, March 22, May 10, June 28, July 26, September 13, October 25, November 22, December 13, 2021, January 10, February 14, and February 28, 2022, the City Council adopted resolutions of continued local emergency (Resolution Nos. 2020-78, 2020-133, 2020-166, 2020-207, 2020-235, 2021-018, 2021-037, 2021-063, 2021-112, 2021-140, 2021-155, 2021-179, 2021-195, 2021-217, 2022-006, 2022-016, and 2022-022, respectively).

On April 11, 2022, the City Council adopted a resolution terminating the proclamation of local emergency and the temporary suspension and revision of the City Council Meeting Rules of Procedure, and all unexpired emergency orders declared in response to the spread of COVID-19.

On May 13, 2022, the Alameda County Department of Health, along with twelve Bay Area health officers urged the public to take precautions as COVID-19 levels rise, including but not limited to continued masking indoors as the region experiences a new swell of COVID-19 cases and hospitalizations.

On May 20, 2022, the Director of Emergency Services declared a local emergency. The declaration was based on the Alameda County Department of Health's guidance issued on May 13, 2022, and the increase of positive cases among Livermore residents and City of Livermore staff.

On May 23, June 13, and July 11, 2022, the City Council adopted resolutions ratifying the declaration of local emergency and to reauthorize remote teleconference meetings in accordance with Assembly Bill 361 (Reso. Nos. 2022-077, 2022-099, and 2022-121).

On September 12 and October 10, October 24, and November 14, 2022, the City Council adopted a resolution to reauthorize remote teleconference meetings in accordance with Assembly Bill 361 (Resolution Nos. 2022-153 2022-167, 2022-175, and 2022-185).

The State continues its COVID-19 emergency response, and the Governor has signed Executive Order N-11-22, which retains a limited set of provisions that remain necessary to continue responding to the threat posed by, and mitigating the effects of the COVID-19 pandemic; and precautions toward reducing the spread of COVID-19, including strongly encouraging masking indoors and social distancing.

Alameda County continues to align its response to the State and strongly encourages COVID-19 safety precautions, including masking indoors.

On October 17, 2022, Governor Newsom issued a press release announcing his intent to end the COVID-19 State of Emergency on February 28, 2023, and that he has charting a path to phase out his executive orders.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby finds that conditions warrant reauthorization of remote or hybrid teleconference meetings for the City of Livermore's legislative bodies in accordance with Assembly Bill 361 due to the COVID-19 pandemic.

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

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by reference.

2. The City Council has determined that COVID-19 continues to impact the ability of the City of Livermore's legislative bodies to meet safely in person with no teleconference option. In-person meetings of the City of Livermore's legislative bodies with no teleconference option might present imminent risks to the health or safety of some or all attendees.

3. The staff and legislative bodies of the City of Livermore are hereby reauthorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act for fully teleconferenced meetings, or hybrid meetings that accommodate both in person and teleconference participation by the legislative body members, staff, and the public.

4. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of January 12, 2023, or such time the City Council makes subsequent findings in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of Livermore may continue to teleconference without compliance with Government Code section 54953(b)(3).

5. If any section, subsection, clause, or phrase in this Resolution is for any reason held invalid, the validity of the remainder of this Resolution shall not be affected thereby. The City Council would have passed this Resolution and each section,

subsection, sentence, clause, or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases thereof be held invalid.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 12, 2022, by the following vote:

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

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Resolution accepting the Canvass of Votes for the November 8, 2022 General Municipal Election and an ordinance adopting Measure P approved by the voters.

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 8, 2022 General Municipal Election, and adopt the ordinance approved by the voters as Measure P.

SUMMARY

On November 8, 2022, a general municipal election was held in Livermore to elect a Mayor, two Council Members and put an initiative *Amending the City of Livermore's South Livermore Urban Growth Boundary Policies to Allow the City to Extend Sewer Services to Properties Outside the South Livermore Urban Growth Boundary for Uses Permitted by Alameda County's South Livermore Valley Area Plan* before the voters. The Elections Code requires the City Council to adopt a resolution accepting the canvass of votes before installing new officers and adopting the Ordinance approved by voters.

DISCUSSION

A general municipal election was held in Livermore to elect a Mayor, two Council Members and put an initiative *Amending the City of Livermore's South Livermore Urban Growth Boundary Policies to Allow the City to Extend Sewer Services to Properties Outside the South Livermore Urban Growth Boundary for Uses Permitted by Alameda County's South Livermore Valley Area Plan* before the voters. Livermore coordinates with Alameda County to conduct local elections. The Alameda County Registrar of Voters has certified the election results and provided a copy of the Official Canvass to the City Clerk. 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 and adopting the ordinance approved by the voters.

Voter Registration and Votes Cast

For the Office of Mayor:

Total number of registered voters - 56,269
Total number of votes cast - 34,378
Percentage turnout - 61.1%

District 1 Council Member:

Total number of registered voters - 12,616
Total number of votes cast - 6,967
Percentage turnout - 55.22%

District 2 Council Member:

Total number of registered voters - 13,525
Total number of votes cast - 7,770
Percentage turnout - 57.45%

Votes Cast for Offices of Mayor and Council Members

Office	Candidate	Votes Cast
Mayor	John Marchand	17,203
Mayor	Mony Nop	15,104
Council Member, District 1	Evan Branning	3,524
Council Member, District 1	Carol Wahrer	2,437
Council Member, District 2	Ben Barrientos	3,782
Council Member, District 2	Mel Chiong	3,083

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
Evan Branning, Council Member, District 1 - Four-year term
Ben Barrientos, Council Member, District 2 - Four-year term

Measure P:

Total number of registered voters - 56,269
Total number of votes cast - 34,407
Percentage turnout - 61.15%

Votes Cast for Measure P

Yes	No
21,098	10,583

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts from accepting the canvass of votes.

ATTACHMENTS

1. Resolution
2. Exhibit A - November 8 2022 Election Certification
3. Exhibit B - Ordinance Adopting Measure P

Prepared by: Marie Weber
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 8, 2022, AND ADOPTING THE MEASURE P ORDINANCE APPROVED BY THE VOTERS

A general municipal election was conducted in the city of Livermore on Tuesday, November 8, 2022, 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 12, 2022, 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 8, 2022, in the time, form, and manner prescribed by law.

2. The whole number of ballots cast in the City of Livermore for Mayor was 34,378.

3. The whole number of ballots cast in the City of Livermore for District 1 Council Member was 6,967.

4. The whole number of ballots cast in the City of Livermore for District 2 Council Member was 7,770.

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
Evan Branning, Council Member, District 1	Four-year Term
Ben Barrientos, Council Member, District 2	Four-year Term

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

1. The votes cast on Measure P for an *Amendment to the City of Livermore's South Livermore Urban Growth Boundary Policies to Allow the City to Extend Sewer Services to Properties Outside the South Livermore Urban Growth Boundary for Uses Permitted by Alameda County's South Livermore Valley Area Plan* are as shown in the attached Exhibit A. The whole number of ballots cast in the City of Livermore for the Measure was 34,407.

2. A true and correct copy of the ordinance approved by Measure P is attached to this resolution as Exhibit B.

3. It hereby declares Measure P was passed by the voters, and that pursuant to Elections Code section 9217, and by virtue of that vote and this declaration, the ordinance attached hereto as Exhibit B is hereby adopted by the City Council and effective ten days from the date this resolution is adopted.

4. The City Clerk is hereby instructed to assign a number to the ordinance in Exhibit B that was approved by the voters, and staff is directed to incorporate the changes made by the ordinance into the City of Livermore's General Plan with annotations reflecting that the changes made by the voters' approval of Measure P.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on December 12, 2022, by the following vote:

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

ATTEST: APPROVED AS TO FORM:

_____ /s/ Jason Alcala_____
Marie Weber Jason Alcala
City Clerk City Attorney

Exhibit A – Alameda County Certificate of Election Results and Official Canvass
Exhibit B – Ordinance After the November 8, 2022 General Municipal Election Adopting the Ordinance Approved by the Voters as Measure P

REGISTRAR OF VOTERS
ALAMEDA COUNTY • CALIFORNIA

TIM DUPUIS
REGISTRAR OF VOTERS

CYNTHIA CORNEJO
DEPUTY REGISTRAR OF VOTERS

December 8, 2022

City of Livermore
Marie Weber, City Clerk
1052 S. Livermore Ave.
Livermore, CA 94550

Dear Marie Weber:

Enclosed is the Certificate of Election Results and a copy of the Official Canvass for the City of Livermore General Election held on November 8, 2022.

If you have any questions, please contact me at (510) 272-6933.

Sincerely,

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 }
} 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** at the General Election held on Tuesday, **November 8, 2022**, 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 **8th day** of **December 2022**.

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 1,** at the General Election held on Tuesday, **November 8, 2022**, 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 1,** for the office of **City Council Member, District 1**.

I hereby set my hand and my official seal this **8th day** of **December 2022**.



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 2**, at the General Election held on Tuesday, **November 8, 2022**, 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 2**, for the office of **City Council Member, District 2**.

I hereby set my hand and my official seal this **8th day** of **December 2022**.

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** at the General Election held on Tuesday, **November 8, 2022**, 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 and against **Measure P**.

I hereby set my hand and my official seal this **8th day** of **December 2022**.



TIM DUPUIS
Registrar of Voters
Alameda County
State of California

1 Mayor - Livermore

		Registered Voters	Voters Cast	Turnout (%)	MONY NOP	JOHN MARCHAND	Over Votes	Under Votes
500110	Election Day	5726	320	5.59 %	200	104		16
500110	Vote by Mail	5726	2968	51.83 %	1363	1434	2	169
500110	Total	5726	3288	57.42 %	1563	1538	2	185
500200	Election Day	4128	285	6.90 %	163	94		28
500200	Vote by Mail	4128	1943	47.07 %	838	977	1	127
500200	Total	4128	2228	53.97 %	1001	1071	1	155
500300	Election Day	4456	222	4.98 %	105	101		16
500300	Vote by Mail	4456	2537	56.93 %	968	1424	1	144
500300	Total	4456	2759	61.92 %	1073	1525	1	160
500350	Election Day	3459	202	5.84 %	120	63		19
500350	Vote by Mail	3459	2104	60.83 %	928	1042	1	133
500350	Total	3459	2306	66.67 %	1048	1105	1	152
500800	Election Day	4702	281	5.98 %	135	119		27
500800	Vote by Mail	4702	2572	54.70 %	1140	1300		132
500800	Total	4702	2853	60.68 %	1275	1419		159
501410	Election Day	1605	121	7.54 %	68	43		10
501410	Vote by Mail	1605	875	54.52 %	403	416		56
501410	Total	1605	996	62.06 %	471	459		66
501420	Election Day	2251	167	7.42 %	96	61		10
501420	Vote by Mail	2251	1396	62.02 %	557	775	1	63
501420	Total	2251	1563	69.44 %	653	836	1	73
501610	Election Day	5462	277	5.07 %	152	117		8
501610	Vote by Mail	5462	3466	63.46 %	1382	1887	1	196
501610	Total	5462	3743	68.53 %	1534	2004	1	204
501900	Election Day	60	3	5.00 %	1	2		
501900	Vote by Mail	60	26	43.33 %	9	13		4
501900	Total	60	29	48.33 %	10	15		4
501910	Election Day	4303	227	5.28 %	125	85		17
501910	Vote by Mail	4303	2458	57.12 %	1000	1298		160
501910	Total	4303	2685	62.40 %	1125	1383		177
502020	Election Day	3830	217	5.67 %	110	88		19
502020	Vote by Mail	3830	2490	65.01 %	1089	1290	3	108
502020	Total	3830	2707	70.68 %	1199	1378	3	127
502300	Election Day	3671	163	4.44 %	98	55		10
502300	Vote by Mail	3671	2091	56.96 %	923	1054	2	112
502300	Total	3671	2254	61.40 %	1021	1109	2	122
502500	Election Day	4785	272	5.68 %	149	96		27
502500	Vote by Mail	4785	2159	45.12 %	911	1115	1	132
502500	Total	4785	2431	50.80 %	1060	1211	1	159
502740	Election Day	3053	137	4.49 %	90	39		8
502740	Vote by Mail	3053	1539	50.41 %	651	774		114
502740	Total	3053	1676	54.90 %	741	813		122
502900	Election Day	4778	278	5.82 %	157	99		22
502900	Vote by Mail	4778	2582	54.04 %	1173	1238	1	170
502900	Total	4778	2860	59.86 %	1330	1337	1	192
Total - Election Day		56269	3172	5.64 %	1769	1166		237
Total - Vote by Mail		56269	31206	55.46 %	13335	16037	14	1820
Contest Total		56269	34378	61.10 %	15104	17203	14	2057

1 Member, City Council, Dist. 1 - Livermore

		Registered Voters	Voters Cast	Turnout (%)	EVAN BRANNING	CAROL WAHRER	Over Votes	Under Votes
502500	Election Day	4785	272	5.68 %	120	108		44
502500	Vote by Mail	4785	2159	45.12 %	1155	707	1	296
502500	Total	4785	2431	50.80 %	1275	815	1	340
502740	Election Day	3053	137	4.49 %	48	71		18
502740	Vote by Mail	3053	1539	50.41 %	798	519		222
502740	Total	3053	1676	54.90 %	846	590		240
502900	Election Day	4778	278	5.82 %	118	119		41
502900	Vote by Mail	4778	2582	54.04 %	1285	913	2	382
502900	Total	4778	2860	59.86 %	1403	1032	2	423
Total - Election Day		12616	687	5.45 %	286	298		103
Total - Vote by Mail		12616	6280	49.78 %	3238	2139	3	900
Contest Total		12616	6967	55.22 %	3524	2437	3	1003

1 Member, City Council, Dist. 2 - Livermore

		Registered Voters	Voters Cast	Turnout (%)	BEN BARRIENTOS	MEL CHIONG	Over Votes	Under Votes
500110	Election Day	5726	320	5.59 %	164	115		41
500110	Vote by Mail	5726	2968	51.83 %	1473	1170		325
500110	Total	5726	3288	57.42 %	1637	1285		366
500200	Election Day	4128	285	6.90 %	144	105		36
500200	Vote by Mail	4128	1943	47.07 %	920	764	1	258
500200	Total	4128	2228	53.97 %	1064	869	1	294
502300	Election Day	3671	163	4.44 %	88	56		19
502300	Vote by Mail	3671	2091	56.96 %	993	873		225
502300	Total	3671	2254	61.40 %	1081	929		244
Total - Election Day		13525	768	5.68 %	396	276		96
Total - Vote by Mail		13525	7002	51.77 %	3386	2807	1	808
Contest Total		13525	7770	57.45 %	3782	3083	1	904

1 Measure P - City of Livermore

		Registered Voters	Voters Cast	Turnout (%)	YES	NO	Over Votes	Under Votes
500110	Election Day	5726	320	5.59 %	132	164		24
500110	Vote by Mail	5726	2969	51.85 %	1754	1000		215
500110	Total	5726	3289	57.44 %	1886	1164		239
500200	Election Day	4128	285	6.90 %	120	144		21
500200	Vote by Mail	4128	1946	47.14 %	1208	567		171
500200	Total	4128	2231	54.05 %	1328	711		192
500300	Election Day	4456	222	4.98 %	115	89		18
500300	Vote by Mail	4456	2542	57.05 %	1670	712		160
500300	Total	4456	2764	62.03 %	1785	801		178
500350	Election Day	3459	202	5.84 %	87	95		20
500350	Vote by Mail	3459	2108	60.94 %	1315	646	1	146
500350	Total	3459	2310	66.78 %	1402	741	1	166
500800	Election Day	4702	282	6.00 %	138	123		21
500800	Vote by Mail	4702	2574	54.74 %	1650	700	1	223
500800	Total	4702	2856	60.74 %	1788	823	1	244
501410	Election Day	1605	121	7.54 %	52	57		12
501410	Vote by Mail	1605	874	54.45 %	502	289		83
501410	Total	1605	995	61.99 %	554	346		95
501420	Election Day	2251	167	7.42 %	81	72		14
501420	Vote by Mail	2251	1396	62.02 %	952	354		90
501420	Total	2251	1563	69.44 %	1033	426		104
501610	Election Day	5462	277	5.07 %	140	116		21
501610	Vote by Mail	5462	3468	63.49 %	2247	1021		200
501610	Total	5462	3745	68.56 %	2387	1137		221
501900	Election Day	60	3	5.00 %	2	1		
501900	Vote by Mail	60	26	43.33 %	21	4		1
501900	Total	60	29	48.33 %	23	5		1
501910	Election Day	4303	228	5.30 %	111	104		13
501910	Vote by Mail	4303	2462	57.22 %	1508	741		213
501910	Total	4303	2690	62.51 %	1619	845		226
502020	Election Day	3830	217	5.67 %	99	102		16
502020	Vote by Mail	3830	2489	64.99 %	1534	758		197
502020	Total	3830	2706	70.65 %	1633	860		213
502300	Election Day	3671	163	4.44 %	78	72		13
502300	Vote by Mail	3671	2091	56.96 %	1418	514	1	158
502300	Total	3671	2254	61.40 %	1496	586	1	171
502500	Election Day	4785	272	5.68 %	131	107		34
502500	Vote by Mail	4785	2160	45.14 %	1359	591		210
502500	Total	4785	2432	50.83 %	1490	698		244
502740	Election Day	3053	137	4.49 %	63	63		11
502740	Vote by Mail	3053	1544	50.57 %	981	416		147
502740	Total	3053	1681	55.06 %	1044	479		158
502900	Election Day	4778	278	5.82 %	119	143		16
502900	Vote by Mail	4778	2584	54.08 %	1511	818	1	254
502900	Total	4778	2862	59.90 %	1630	961	1	270
Total - Election Day		56269	3174	5.64 %	1468	1452		254
Total - Vote by Mail		56269	31233	55.51 %	19630	9131	4	2468
Contest Total		56269	34407	61.15 %	21098	10583	4	2722

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AFTER THE NOVEMBER 8, 2022 GENERAL MUNICIPAL ELECTION ADOPTING THE ORDINANCE APPROVED BY THE VOTERS AS MEASURE P AMENDING THE SOUTH LIVERMORE URBAN GROWTH BOUNDARY POLICIES IN THE CITY OF LIVERMORE'S GENERAL PLAN TO ALLOW THE CITY TO EXTEND SEWER SERVICE TO PERMITTED USES WITHIN THE SOUTH LIVERMORE VALLEY AREA PLAN PLANNING AREA

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

Section 1. *Declaration of Election.* A general municipal election was conducted in the City of Livermore on Tuesday, November 8, 2022, as required by law. The ballot for that election included Measure P for an *Amendment to the City of Livermore's South Livermore Urban Growth Boundary Policies to Allow the City to Extend Sewer Services to Properties Outside the South Livermore Urban Growth Boundary for Uses Permitted by Alameda County's South Livermore Valley Area Plan.* At a regularly scheduled City Council meeting on December 12, 2022, the City Council adopted Resolution No. _____ accepting the canvass of the returns for that election from the City Clerk and declaring that Measure P was passed by the voters.

Section 2. *Amendment.* Pursuant to California Elections Code section 9217, Measure P attached hereto as Exhibit A was approved by the Livermore voters at the November 8, 2022 General Municipal Election as declared by the City Council, and it is hereby adopted by the City Council.

Section 3. *Environmental.* The City Council of the City of Livermore completed its environmental review for this ordinance and the measure on July 11, 2022, when it adopted Resolution No. 2022-124 certifying the Final Supplemental Environmental Impact Report for the South Livermore Sewer Expansion Project and Measure P, and Resolution No. 2022-125 whereby it approved the placement of Measure P on the ballot for the November 8, 2022, election.

Section 4. *Severability*. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 5. *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 6. *Effective date.* Pursuant to California Elections Code section 9217, this ordinance shall take effect 10 days after its adoption.

The ordinance was adopted at the regular meeting of the City Council held on December 12, 2022, by the following vote:

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

_____
MAYOR, CITY OF LIVERMORE

ATTEST:

_____
Marie Weber
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Full Text of Measure - Measure P

Measure

Exhibit A
Full Text of Measure
Measure P

AN ORDINANCE OF THE CITY AMENDING THE SOUTH LIVERMORE URBAN GROWTH BOUNDARY POLICIES IN THE CITY OF LIVERMORE'S GENERAL PLAN TO ALLOW THE CITY TO EXTEND SEWER SERVICE TO PERMITTED USES WITHIN THE SOUTH LIVERMORE VALLEY AREA PLAN PLANNING AREA.

The people of the City of Livermore, California do ordain as follows:

Section 1. Purpose and Findings.

The purpose of this initiative is to protect water quality and agriculture by updating the South Livermore Urban Growth Boundary (South Livermore UGB) policies to allow full implementation of the South Livermore Valley Area Plan. If this initiative measure is adopted by the Livermore voters, the South Livermore UGB policies would be amended to allow the City to extend sewer service beyond the South Livermore UGB to a limited portion of the South Livermore Valley, including properties fronting portions of South Livermore Avenue, Buena Vista Avenue, Tesla Road and Greenville Road in order to protect water quality, support agriculture, and enable connection of compatible uses, consistent with the provisions of Measure D.

This initiative would not change the boundaries for the South Livermore UGB or make any changes to the South Livermore Valley Area Plan or the Alameda County Measure D approved by county voters in 2000.

A. Findings:

The people of the City of Livermore find that this initiative promotes and protects the health, safety, welfare, and quality of life of City residents, based upon the following:

1. The South Livermore Valley Area Plan (Area Plan) was adopted by Alameda County Board of Supervisors in 1993 to ensure the survival and enhancement of the century-old Livermore wine region. The Area Plan protects and expands agriculture and restricts commercial and residential development adjacent to Livermore while promoting uses that enhance the recognition and image of the area as an important premium wine and agricultural region.

2. To build upon and advance the goals of the Area Plan, Livermore voters approved the South Livermore UGB in 2000. The boundaries for the South Livermore UGB as adopted by the voters is in the City of Livermore General Plan as Figure 3-6, a copy of that figure is attached as Attachment 1.

3. The South Livermore UGB was intended to protect and enhance agriculture and open space in the South Livermore Valley. It has created a thriving agricultural economy in the region by supporting the goals of

the Area Plan, providing regulatory stability, and removing speculative acquisition of farmland by urban developers.

4. When the South Livermore UGB was adopted and later reaffirmed by the voters, it was anticipated that the unincorporated area outside the South Livermore UGB would be developed to its full potential without the use of a sewer system operated by a governmental agency such as the City of Livermore.

5. In the last two decades the groundwater basins throughout the State of California have experienced a steady decline in water quality. Regulatory agencies are working toward protecting our groundwater in an effort to safeguard this important resource. Many of these actions place undue hardships on property owners located outside the South Livermore UGB; and some properties are unable to operate effectively or realize development potential as contemplated by the Area Plan, Alameda County Measure D, and the South Livermore UGB.

6. Measures taken today to improve our groundwater quality in the future will help improve public health, agriculture, and quality of life in Livermore and the surrounding region.

7. This initiative promotes the Area Plan's purpose of expanding and enhancing cultivated agriculture by facilitating the types of development envisioned in the Area Plan and ensures that conservation easements will be held by land trusts accredited by national organizations (such as the Tri-Valley Conservancy accredited by the Land Trust Alliance). This initiative limits sewer service extensions to land uses that are consistent with the Area Plan, as it exists now or is amended in the future, and in conformance with Alameda County Measure D.

8. This initiative retains the South Livermore UGB location shown in Attachment 1 while amending the South Livermore UGB policies in the General Plan concerning extension of sewer services to allow the City to provide sewer services to uses contemplated by the Area Plan, as it exists now or is amended in the future, and in conformance with Alameda County Measure D.

9. The amendments will ensure that South Livermore UGB policies remain relevant and appropriate in light of a changing environment. This will improve the region's capacity to improve water quality and provide ongoing support for agricultural protection.

Section 2. General Plan Amendments.

This initiative hereby amends the City of Livermore General Plan ("General Plan") Goal LU-18 and the associated Objective (LU-18-1) and Policies (P1-P7). Text to be inserted in the General Plan is indicated in bold double underlined type (**example**). Deletions are shown in strikeout font (~~example~~). Text in standard type appears in the General Plan as of the submittal date and is not changed by this Initiative. The amendments are as follows:

Goal LU-18 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. The provisions of GOAL LU-18, as readopted by the South Livermore Urban Growth Boundary Initiative **and amended by this initiative**, shall be amended only by a vote of the people.

Objective LU-18.1 Maintain a permanent Urban Growth Boundary (UGB) on the City's southern edge (as indicated Figure ~~LU~~ 3-6 and the City's Land Use Map) beyond which urban development shall not be permitted. Non-urban uses, such as agriculture, parks, and open space may be permitted within and beyond the South Livermore UGB. (Relevant provisions of ~~that~~ **the South Livermore Urban Growth Boundary** Initiative are found in Appendix ~~3 of Appendix A~~ **B of the General Plan**.)

Policies

P1 For the purposes of this section, "urban uses" and "urban development" include any use that is not permitted on lands with a general plan land use designation of Limited Agriculture; General Agriculture; Viticulture; Agriculture/Viticulture; Parks, Trailway and Recreation, Corridor, and Protected Areas; or Range and Grassland as those uses existed on December 6, 1999. (South Livermore Urban Growth Boundary Initiative, 3-7-2000).

P2 For the purposes of this section, "urban services" refer to sewer and water service.

P3 For the purposes of this section, "South Livermore Valley Area Plan" refers to the South Livermore Valley Area Plan adopted on February 23, 1993 by the Alameda County Board of Supervisors, as it exists now or may be amended in the future.

P~~3~~**4** **For the purposes of this section, "South Livermore Valley Specific Plan" refers to the South Livermore Valley Specific Plan adopted on November 17, 1997 by the Livermore City Council, as it exists now or may be amended in the future.**

P5 Permit only non-urban uses beyond the **South Livermore** UGB within the City's municipal boundary. Beyond the City's municipal boundary discourage and oppose any urban uses **that do not directly contribute to the conservation of agriculture and the goals of the South Livermore Valley Area Plan and South Livermore Valley Specific Plan.**

P~~4~~**6** Extend urban services only to areas within the UGB, except that the City may provide:

(i) sewage treatment and disposal services to the Veterans Administration Hospital for hospital uses;

(ii) urban services for residences on parcels outside of the South Livermore UGB which parcels were existing as of October 27, 1997, provided the property receiving such services shall record a binding agreement between the property owner and the City disallowing further division of the property and any provision of urban services to non-residential uses upon the property;

(iii) sewage treatment and disposal services for residences on parcels outside of the South Livermore UGB provided the property receiving such services shall record a binding agreement between the property owner and the City disallowing further division of the property and any provision of urban services to non-residential uses upon the property, and subject to the following:

(a) The property receiving the services is designated under the Livermore General Plan, South Livermore Valley Area Plan, or South Livermore Valley Specific Plan for residential uses, and in conformance with Alameda County Measure D; or

(b) The property receiving the services was also a residential use on the date of this initiative.

(~~iii~~ **iv**) urban services for commercial uses on parcels outside of the South Livermore UGB, which parcels were existing as of October 27, 1997, subject to the following:

(a) the subject property is designated under the South Livermore Valley Area Plan **or South Livermore Valley Specific Plan** for agricultural uses, with associated allowable commercial uses;

(b) the service(s) will be utilized for allowable commercial uses consistent with the provisions of the **South Livermore Valley Specific Plan,** or South Livermore Valley Area Plan **as they exist now or are amended in the future, in conformance with Alameda County Measure D**;

(c) the subject property is located adjacent to the Livermore municipal boundaries as of the date of the adoption of the SLVSP and, is located adjacent to the Urban Growth Boundary;

(d) if required by City or LAFCO policy, the property will annex to the City;

(e) the service(s) can be provided to the subject property without any potential growth inducing impacts associated with potential provision of urban services to areas not otherwise allowed to receive such services under the South Livermore Valley Specific Plan or South Livermore Valley Area Plan; **and**

(f) before receiving such service(s), the property owner will record a conservation easement over the subject property **with a land trust accredited by a national land trust accreditation organization** in a form acceptable to the City **and subject to an endowment requirement or other financial assurance in an amount that is reasonable and customary for the type of easement used to satisfy this requirement. The conservation easement** restricts use of the subject property to agricultural and open space uses, except ~~as to~~ **within** a delineated commercial use area**, not to exceed 10% of the property** within which

allowable commercial uses and intensity of such uses shall be ~~delineated~~ **permitted and described in the conservation easement. The conservation easement shall require all visitor-serving commercial buildings to be located within the delineated commercial use area on a contiguous development envelope not to exceed 2 acres, unless subject to a clustering plan under Measure D Program 34 (Clustering), as written when this initiative goes into effect. The City may only extend such services to permitted commercial uses described in the South Livermore Valley Specific Plan, or the permitted commercial uses described in the South Livermore Valley Area Plan and in conformance with Alameda County Measure D as applicable;**

(v) sewage treatment and disposal services for commercial uses on parcels outside of the South Livermore UGB, subject to the following:

(a) the subject property is designated under the South Livermore Valley Area Plan or South Livermore Valley Specific Plan for agricultural uses, with associated allowable commercial uses;

(b) the service(s) will be utilized for allowable commercial uses consistent with the provisions of the South Livermore Valley Specific Plan, or South Livermore Valley Area Plan as they exist now or are amended in the future, in conformance with Alameda County Measure D;

(c) if required by City or LAFCO policy, the property will annex to the City;

(d) the service(s) can be provided to the subject property without any potential growth inducing impacts associated with potential provision of urban services to areas not otherwise allowed to receive such services under the South Livermore Valley Specific Plan or South Livermore Valley Area Plan;

(e) Alameda County has not permitted more than 180,000 square feet of commercial use within the area covered by the South Livermore Valley Area Plan, including commercial use existing as of the submittal date. If Alameda County permits 180,000 square feet or more of commercial use, then existing sewage treatment and disposal service may continue, but no new sewage treatment and disposal service shall be permitted pursuant to this subsection (v); and

(f) before receiving such service(s), the property owner will record a conservation easement over the subject property with a land trust accredited by a national land trust accreditation organization in a form acceptable to the City and subject to an endowment requirement or other financial assurance in an amount that is reasonable and customary for the type of easement used to satisfy

this requirement. The conservation easement restricts use of the subject property to agricultural and open space uses, except within a delineated commercial use area, not to exceed 10% of the property within which allowable commercial uses and intensity of such uses shall be ~~delineated~~ **permitted and described in the conservation easement. The conservation easement shall require all visitor-serving commercial buildings to be located within the delineated commercial use area on a contiguous development envelope not to exceed 2 acres, unless subject to a clustering plan under Measure D Program 34 (Clustering), as written when this initiative goes into effect. The City may only extend such services to permitted commercial uses described in the South Livermore Valley Specific Plan, or the permitted commercial uses described in the South Livermore Valley Area Plan and in conformance with Alameda County Measure D as applicable;**

(~~i~~**vi**) for sewer service in unincorporated areas, the connections (residential and commercial) **pursuant to any of the subsections above** shall allow no more wastewater flow than the equivalent of ten residential units as required by the LAVWMA Joint Powers Agreement. This requirement shall apply cumulatively to all contiguous uses within the unincorporated geographic area. Larger scale sewer service to unincorporated areas requires the unanimous approval of the LAVWMA Board of Directors. If areas are annexed, this restriction will not apply.

P~~5~~**7** Encourage compatible uses immediately inside the South Livermore UGB, as necessary to prevent potential land use conflicts with outlying non-urban uses.

P~~6~~**8** The South Livermore UGB is indicated by a solid line in Figure 3-6 and the City's land use map.

P~~7~~**9** The foregoing provisions of Objective LU 18.1 and Figure 3-6, as readopted by the South Livermore Urban Growth Boundary Initiative **and amended by this initiative** , shall be amended only by a vote of the people or otherwise in accordance with Section 3.D. of the South Livermore Urban Growth Boundary Initiative.

Section 3. Adoption, Effective Date, and Implementation.

B. **Adoption and Effective Date**. This ordinance shall be adopted by the City Council for the City of Livermore if approved by a majority of qualified electors at the city's general municipal election held on November 8, 2022, and pursuant to California Elections Code section 9217 shall be effective ten (10) days following the date upon which the Livermore City Council declares by resolution the results from that election. Upon the effective date of this initiative, (1) the provisions of Section 2 of the initiative are hereby inserted into the City of Livermore General Plan, as an amendment thereof; except that if the four amendments of the mandatory elements of the General Plan permitted by State law for any given calendar year have already been utilized in the year in which the initiative becomes effective, this General Plan amendment shall be the first amendment inserted into the City of Livermore General Plan on January 1 of the next year. Upon the effective date of this initiative, any provisions of the City Code or of any

other City of Livermore ordinance or resolution that are inconsistent with the General Plan amendments adopted by this Initiative shall not be enforced in a manner inconsistent with this Initiative.

C. **Amendments.** This initiative may be amended or repealed only by the qualified voters of the City of Livermore at a City election.

D. **Interim Amendments**. The date that the notice of intention to circulate this initiative was submitted to the elections official of the City of Livermore is referred to in this initiative as the "submittal date." The City of Livermore General Plan in effect on the submittal date as amended by this initiative comprises an integrated, internally consistent, and compatible statement of policies for the City of Livermore. In order to ensure that nothing in this initiative would prevent the General Plan from being an integrated, internally consistent, and compatible statement of the policies of the City of Livermore, as required by State law, and to ensure that the actions of the voters in enacting this Initiative are given effect, any amendment or update to the General Plan that is adopted between the submittal date and the date that the General Plan is amended by this initiative measure shall, to the extent that such interim-enacted provision is inconsistent with the General Plan provisions adopted by this initiative, be amended as soon as possible to ensure consistency between the provisions adopted by this initiative and other provisions of the General Plan. Likewise, any amendment to the City Code that is adopted between the submittal date and the date that the City Code is amended by this initiative shall, to the extent that such interim-enacted provision is inconsistent with the City Code provisions adopted by this initiative, be amended as soon as possible to ensure consistency between the provisions adopted by this Initiative and other provisions of the City Code.

E. **Conforming Amendments:** The text of the City of Livermore General Plan that refers to the "South Livermore Urban Growth Boundary Initiative, passed by local voters in March 2000," on pages 3-8, 3-52, 3-53, and 3-69, is hereby updated to add after each occurrence of those words, "**and amended by this initiative, passed by the local voters in November 2022**," with the name for this initiative in the ballot for the November 8, 2022 election inserted in place of this initiative in that sentence, as well as the areas of the Livermore General Plan amended by this initiative where the words "this initiative" are used.

F. **Other City Ordinances and Policies**: The City of Livermore is hereby authorized and directed to amend the City of Livermore General Plan, all specific plans, the City Code, including the Zoning Code and other ordinances and polices affected by this initiative as soon as possible as necessary to ensure consistency between the provisions adopted in this Initiative and other sections of the General Plan, all specific plans, and other City ordinances and policies.

G. **Reorganization**: The General Plan may be reorganized or readopted in different format, and individual provisions may be renumbered or reordered, in the course of ongoing updates of the General Plan, provided that the provisions adopted by section II of this initiative shall remain in the General Plan unless earlier repealed or amended by vote of the people of the City of Livermore.

H. **Implementing Ordinances**: The City Council is authorized to adopt implementing ordinances, guidelines, rules, and regulations, as necessary, to further the purposes of this initiative.

I. **Enforcement and Defense of Initiative:** The City Council shall take all steps reasonably necessary to enforce this initiative and to defend it against any challenge to its validity.

J. **Project Approvals:** Upon the effective date of this initiative, the City of Livermore and its departments, boards, commissions, officers and employees, shall not grant, or by inaction allow to be approved by operation of law, any general plan amendment, rezoning, specific plan, subdivision map, use permit, amended use permit, building permit, or any other entitlement, that is inconsistent with this Initiative.

Section 4. Severability and Interpretation.

This initiative shall be interpreted so as to be consistent with all applicable Federal, State, and City laws, rules, and regulations. If any section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion of this Initiative is held to be invalid or unconstitutional by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this initiative. The voters hereby declare that this initiative, and each section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion thereof would have been adopted or passed even if one or more sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, parts, or portions are declared invalid or unconstitutional. If any provision of this initiative is held invalid as applied to any person or circumstance, such invalidity shall not affect any application of this initiative that can be given effect without the invalid application. This initiative shall be broadly construed in order to achieve its purpose. Any singular term shall include the plural and any plural term shall include the singular. The title and captions of the various sections in this Initiative are for convenience and organization only, and are not intended to be referred to in construing the provisions of this initiative.

Section 4. Exemptions for Certain Projects.

K. This initiative shall not apply to (1) any project that has obtained as of the effective date of the Initiative a vested right pursuant to state or local law or (2) any land that, under state or federal law, is beyond the power of the local voters to affect by the initiative power reserved to the people via the California Constitution.

L. In the event a property owner contends that application of this initiative effects an unconstitutional taking of property, the property owner may request, and the City Council may grant, an exception to application of any provision of this initiative if the City Council finds, based on substantial evidence, that both (1) the application of any aspect of this initiative would constitute an unconstitutional taking of property, and (2) the exception will allow additional or continued land uses only to the minimum extent necessary to avoid such a taking.

Attachments

Attachment 1 – Diagram showing the location of the South Livermore Urban Growth Boundary (UGB) as approved by the voters. The UGB boundaries are not changed by this initiative. This diagram is provided for informational purposes only.

Attachment 1

This diagram shows the location of the South Livermore Urban Growth Boundary (UGB) as approved by the voters on [date] and depicted in the City of Livermore General Plan as Figure 3-6. The UGB location is not changed by this initiative. This diagram is provided for informational purposes only

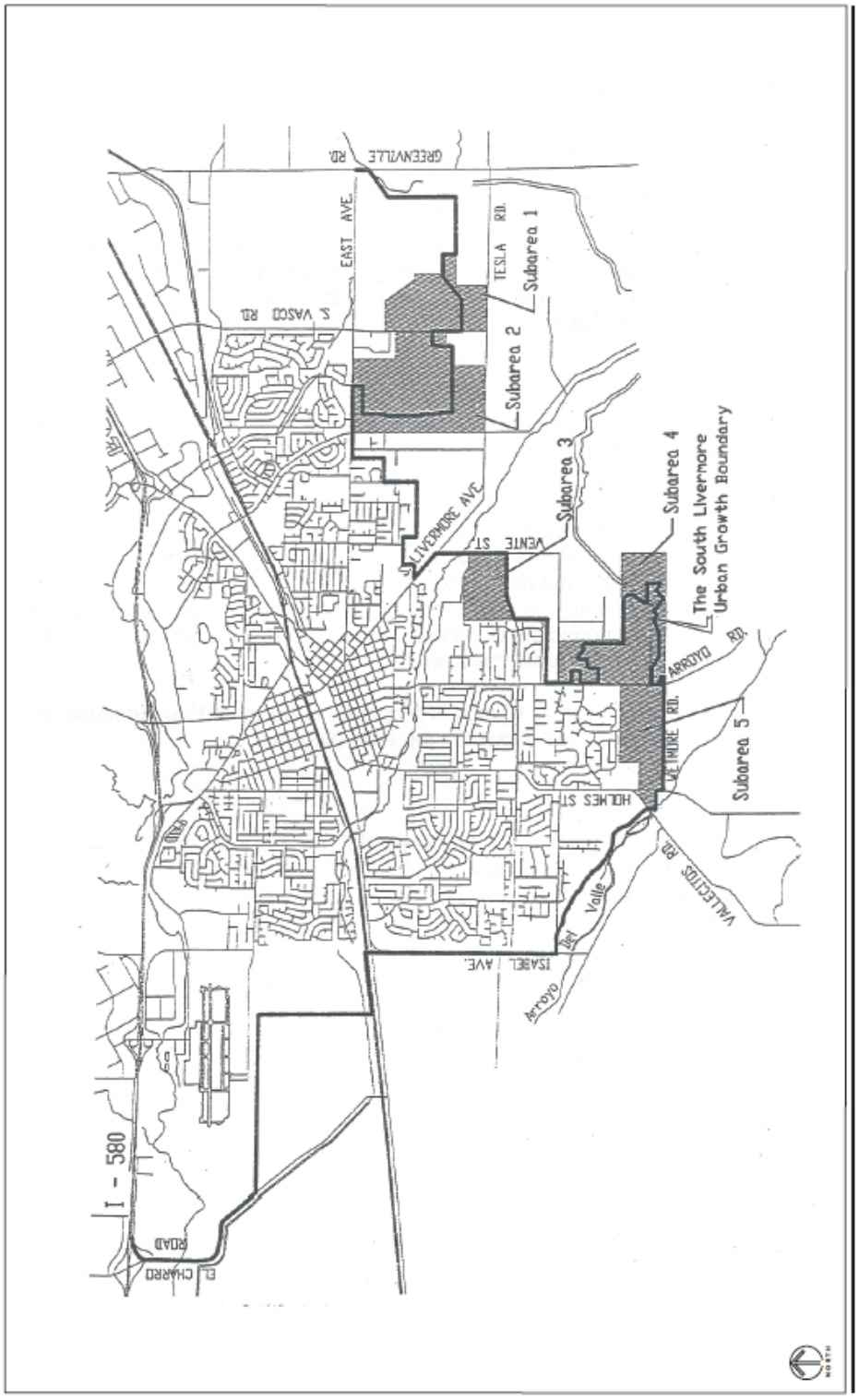


FIGURE 3 - 6

SOUTH LIVERMORE URBAN GROWTH BOUNDARY

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 13.1**

DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Appointment of Vice Mayor for the period of 2022-2023.

RECOMMENDED ACTION

Staff recommends the City Council appoint a Vice Mayor for the period of 2022-2023.

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 2022-2023.

DISCUSSION

Historically the Mayor has appointed a Council Member to serve as Vice Mayor. However, at the November 14, 2022 Regular City Council Meeting, updates to the Rules of Procedure were approved and the City Council will now 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:

2021-2022 Regina Bonanno
2020-2021 Trish Munro
2019-2020 Bob Woerner
2018-2019 Robert Carling

FISCAL AND ADMINISTRATIVE IMPACTS

None.

ATTACHMENTS

Prepared by: Marie Weber
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 12, 2022

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 recent 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.

ATTACHMENTS

1. Intergovernmental Agency Roster

Prepared by: Marie Weber
City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

CITY COUNCIL MEMBER APPOINTMENTS TO INTERGOVERNMENTAL AGENCIES/CITY BODIES

APPOINTMENTS MADE BY MAYOR

UPDATED: MARCH 2022

ALAMEDA COUNTY TRANSPORTATION COMMISSION (ACTC)[3]
Regina Bonanno – Delegate (3/4/22)
Bob Woerner – Alternate

ACTC - PARATRANSIT ADVISORY AND PLANNING COMMITTEE (PAPCO)
Brittni Kiick – Delegate (1/26/21)

ALTAMONT LANDFILL COMMUNITY MONITOR COMMITTEE
Robert Carling – Member (12/12/16)

ALTAMONT LANDFILL OPEN SPACE ACCOUNT ADVISORY COMMITTEE
Robert Carling – Member

ALTAMONT REGIONAL TRAFFIC AUTHORITY
Bob Woerner, Delegate
TBD, Alternate

ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG) GENERAL ASSEMBLY[4]
Trish Munro – Delegate (12/10/18)
Brittni Kiick – Alternate

CHAMBER OF COMMERCE LIAISON
Bob Woerner – Delegate

EAST BAY COMMUNITY CHOICE ENERGY JOINT POWERS AUTHORITY (EBCE JPA)[3]
Trish Munro – Delegate (9/17/21)
Regina Bonanno – Alternate (1/26/21)

GOVERNMENT OF LIVERMORE FINANCING AUTHORITY (GOLFA)[3] *
Bob Woerner – Mayor
Scott Lanphier – Public Works Director

*Only Mayor and Public Works Director can be assigned to GOLFA.

INTERGOVERNMENTAL COMMITTEE (CITY / LARPD / SCHOOL DISTRICT)
Trish Munro – Delegate (12/10/18)
Regina Bonanno – Alternate (1/26/21)

LEAGUE OF CALIFORNIA CITIES EAST BAY DIVISION (LOCC)
Trish Munro – Delegate (12/10/18)
Robert Carling – Alternate (1/26/21)

LEGEND: 1. APPOINTMENT MADE BY MAYOR'S CONFERENCE. 2. ALTERNATE IS ALWAYS THE VICE MAYOR.
3. CONFLICT OF INTEREST REQUIREMENTS. 4. GENERAL ASSEMBLY MEMBERS DO NOT FILE CONFLICT OF INTEREST TBD= Appointment will be made after vacant council seat is filled.

LIVERMORE-AMADOR VALLEY TRANSIT AUTHORITY (LAVTA)[3]
Regina Bonanno– Delegate (6/14/21)
Brittni Kiick – Delegate (12/14/20)
Bob Woerner – Alternate (12/10/18)

LIVERMORE AMADOR VALLEY WATER MANAGEMENT AGENCY (LAVWMA) JOINT POWERS[3]
Robert Carling – Delegate (1/26/21)
Regina Bonanno – Delegate (1/26/21)
Bob Woerner – Alternate

LIVERMORE AREA RECREATION AND PARK DISTRICT LIAISON COMMITTEE
No appointments at this time.

LIVERMORE CULTURAL ARTS COUNCIL (LCAC)
Trish Munro – Delegate (1/26/21)
Brittni Kiick – Alternate (1/26/21)

LIVERMORE DOWNTOWN, INC. (LDI)
Regina Bonanno – Liaison (1/26/21)
Robert Carling – Alternate (1/26/21)

LIVERMORE-DUBLIN CITY COUNCIL LIAISON COMMITTEE
Bob Woerner – Member (3/4/22)
Trish Munro - Member (9/13/21)

LIVERMORE-PLEASANTON CITY COUNCIL LIAISON COMMITTEE
Bob Woerner – Member (9/13/21)
Robert Carling – Member (9/13/21)

LIVERMORE-PLEASANTON FIRE DEPARTMENT JOINT POWERS AUTHORITY[3] (LPFD JPA)
Bob Woerner – Member (12/12/16)
Brittni Kiick – Member (12/14/20)

*Mayor and one Council Member must be appointed to the LPFD JPA.

STOCKMEN'S ASSOCIATION LIAISON
Bob Woerner – Delegate (12/10/18)

SISTER CITIES COMMITTEES
Yotsukaido, Japan: Bob Woerner – Delegate; Regina Bonanno– Alternate
Quezaltenango, Guatemala: Bob Woerner – Delegate; Brittni Kiick – Alternate
Snezhinsk, Russia: Bob Woerner – Delegate; Robert Carling – Alternate (12/12/16)

STOPWASTE.ORG[3]
(ACWMA AND THE ALAMEDA COUNTY SOURCE REDUCTION AND RECYCLING BOARD)
Robert Carling – Delegate (12/12/16)
Brittni Kiick – Alternate (12/14/20)

TRI-VALLEY CITIES COUNCIL
All Councilmembers

TRI-VALLEY COMMUNITY TELEVISION CORPORATION (TVCTV)
Bob Woerner – Delegate
Marc Roberts – City Manager – Alternate (11/28/11)

TRI-VALLEY COUNCIL - AFFORDABLE HOUSING COMMITTEE
Robert Carling – Delegate (12/12/16)
Trish Munro – Alternate (12/10/18)

TRI-VALLEY-SAN JOAQUIN VALLEY REGIONAL RAIL AUTHORITY
Bob Woerner – Delegate

*Alternates are not permitted for the Rail Authority

TRI-VALLEY TRANSPORTATION COUNCIL[3] (TVTC)
Brittni Kiick – Delegate (12/14/20)
Regina Bonanno – Alternate (1/26/21)
Remainder of Council - Alternates

WATER AGENCIES ROUND TABLE LIAISON COMMITTEE
Regina Bonanno – Delegate (10/27/21)
Robert Carling – Delegate (12/12/16)
Brittni Kiick – Alternate (1/26/21)

ZONE 7 INTERGOVERNMENTAL LIAISON COMMITTEE
Robert Carling – Representative
Regina Bonanno – Representative (1/26/21)

- - - - - - - - - - - - - - - -

APPOINTMENTS MADE BY INTERGOVERNMENTAL AGENCIES

ALAMEDA COUNTY AIRPORT LAND USE COMMISSION (ALUC)[1,3]
TBD – Commissioner
TBD - Commissioner

ALAMEDA COUNTY MAYORS CONFERENCE[1,2]
Bob Woerner – Delegate (Always Mayor)
Trish Munro - Alternate (**Always Vice Mayor**)

EAST BAY REGIONAL COMMUNICATION SYSTEMS AUTHORITY[1,3]
Marc Roberts, City Manager – Board Member (01/03/12)
TBD – Alternate Board Member

LEGEND: 1. APPOINTMENT MADE BY MAYOR'S CONFERENCE. 2. ALTERNATE IS ALWAYS THE VICE MAYOR.
3. CONFLICT OF INTEREST REQUIREMENTS. 4. GENERAL ASSEMBLY MEMBERS DO NOT FILE CONFLICT OF INTEREST
TBD= Appointment will be made after vacant council seat is filled.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 13.3**

DATE: December 12, 2022

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 - June 30, 2023.

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 - June 30, 2023, 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 - June 30, 2023.

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 quarterly for known vacancies and as needed to fill unanticipated 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. When interviewing applicants for the Livermore Area Youth Advisory Commission (LAYAC), the Subcommittee is joined by a member of the

Livermore Area Recreation and Park District Board of Directors and a current LAYAC youth member.

Two Council Members are needed to serve on the Subcommittee for the period of January 1 - June 30, 2023. Previous appointments are listed below:

Year	January 1 - June 30	July 1 - December 31
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
2018	CM Carling	CM Coomber
	CM Coomber	CM Spedowfski

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.

ATTACHMENTS

Prepared by: Marie Weber
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 12, 2022

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.

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: Debbie Elam
Deputy City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Council Member	Committee Meeting Date	Committee	Agenda Link	Meeting Type
Mayor Woerner	11/30/2022	Chamber of Commerce		Board Annual Planning Session
Mayor Woerner	12/2/2022	East Bay Regional Communications System Authority	http://www.ebrcsa.org/meetings.page	Board Meeting
Mayor Woerner	12/2/2022	Deacon Dave's Opening Night		Event
Mayor Woerner	12/2/2022	Livermore Downtown Inc		Sights and Sounds Parade
Mayor Woerner	12/7/2022	Livermore Chamber of Commerce		Business Alliance Meeting
Mayor Woerner	12/7/2022	Tri Valley San Joaquin Regional Rail Authority	https://www.valleylinkrail.com/valleylink-project	Special Board Meeting

Council Member	Committee Meeting Date	Committee	Meeting Type
Council Member Carling	12/1/2022	Ribbon cutting at multi-service center	
Council Member Carling	12/2/2022	Holiday village at Carnegie Park	
Council Member Carling	12/6/2022	Tour of One Nation Dream Makers food pantry	
Council Member Carling	12/7/2022	Citizens police academy graduation	
Council Member Carling	12/7/2022	Community forum on housing	
Council Member Carling	12/8/2022	Stop Waste	Recycling Board Meeting

Council Member	Committee Meeting Date	Committee	Meeting Type
Council Member Munro	12/2/2022	East Bay Community Choice Energy Joint Powers Authority	Special Board Meeting
Council Member Munro	12/7/2022	LPD's Citizens Police Academy Graduation	
Council Member Munro	12/8/2022	Intergovernmental Committee (CITY / LARPD / LVJUSD)	

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 16.2**

DATE: December 12, 2022

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

SUMMARY

DISCUSSION

ATTACHMENTS

1. Items Received at the Meeting

Prepared by: Debbie Elam
Deputy City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



Thank You Outgoing Council 2022 (4)


3.2 Senator Glazier Video



Resolution Accepting Canvas of Votes for the November 8, 2022 General Municipal Election

December 12, 2022

Presented by Marie Weber, City Clerk

LIVERMORE CALIFORNIA

1

November 8, 2022 - Votes Cast

Votes Cast for Offices of Mayor and Council Members

Office	Candidate	Votes Cast
Mayor	John Marchand	17,203
Mayor	Mony Nop	15,104
Council Member, District 1	Evan Branning	3,524
Council Member, District 1	Carol Wahrer	2,437
Council Member, District 2	Ben Barrientos	3,782
Council Member, District 2	Mel Chiong	3,083

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
Evan Branning, Council Member, District 1 - Four-year term
Ben Barrientos, Council Member, District 2 - Four-year term

Measure P:

Total number of registered voters - 56,269
Total number of votes cast - 34,407
Percentage turnout - 61.15%

Votes Cast for Measure P

Yes	No
21,098	10,583

LIVERMORE CALIFORNIA

2



Welcome New Council 2022