

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
1362 Rutan Court, Suite 100
Livermore, CA 94551

FINANCE and ADMINISTRATION COMMITTEE MEETING / COMMITTEE OF THE
WHOLE

COMMITTEE MEMBERS

MICHAEL McCORRISTON – CHAIR
JULIE TESTA

KRISTIE WANG – VICE CHAIR

DATE: Tuesday, May 27, 2025

PLACE: LAVTA Offices, Room 110
1362 Rutan Court, Suite 100, Livermore

TIME: 4:00 p.m.

TELECONFERENCE LOCATIONS

NONE

Agenda Questions: Please call the Front Desk at (925) 455-7555 or send an email to frontdesk@lavta.org

Documents received after publication of the Agenda and considered by the Finance and Administration Committee in its deliberation will be available for inspection only via electronic document transfer, due to the COVID-19 outbreak. See the COVID-19 provisions outlined below. Please call or email the Executive Director during normal business hours if you require access to any such documents.

MEETING PROCEDURE

This Finance and Administration Committee meeting will be conducted in person and on the web-video communication platform, Zoom. In order to view and/or participate in this meeting remotely, members of the public will need to download Zoom from its website, www.zoom.us.

We encourage members of the public to access the meeting online using the web-video communication application, Zoom. Zoom participants will have the opportunity to speak during Public Comment. It is recommended that anyone wishing to participate in the meeting remotely complete the download process before the start of the meeting.

Public comments will also be accepted via email until 1:00 p.m. on Friday, May 23 2025 at frontdesk@lavta.org. Please include “Public Comment – 05/27/2025” and the agenda item in the

subject line. In the body of the email please include your name. Public comments submitted will be read during Public Comment and will be subject to the regular three-minute time restriction.

There will be zero tolerance for any person addressing the Committee making profane, offensive and disruptive remarks, or engaging in loud, boisterous, or other disorderly conduct, that disrupts the orderly conduct of the public meeting.

How to listen and view meeting video:

- From a PC, Mac, iPad, iPhone or Android device click the link below:
<https://zoom.us/j/83887904704>
Passcode: FA1362Mtg
- To supplement a PC, Mac, tablet or device without audio, please also join by phone:
Dial: 1 (669) 900-6833
Webinar ID: 838 8790 4704
Passcode: 732133

To comment by video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on the Agenda item. You will then be unmuted when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will be muted.

How to listen only to the meeting:

- For audio access to the meeting by telephone, use the dial-in information below:
Dial: 1 (669) 900-6833
Webinar ID: 838 8790 4704
Passcode: 732133

*Please note to submit public comment via telephone dial *9 on your dial pad. The meeting’s host will be informed that you would like to speak. If you are chosen, you will be notified that your request has been approved and you will be allowed to speak. You will then dial *6 to unmute when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will be muted.*

To submit written comments:

- Provide public written comments prior to the meeting by email, to frontdesk@lavta.org

If you are submitting public comment via email, please do so by 1:00 p.m. on Monday, May 27, 2025 to frontdesk@lavta.org. Please include “Public Comment – 05/27/2025” and the agenda item to which your comment applies in the subject line. In the body of the email please include your name. Public comments submitted will be read during Public Comment and will be subject to the regular three-minute time restriction.

1. Call to Order and Pledge of Allegiance

2. Roll Call of Members

3. Meeting Open to Public

- Members of the audience may address the Committee on any matter within the general subject matter jurisdiction of the LAVTA Board of Directors.
- Members of the audience may address the Committee on items on the Agenda at the time the Chair calls for the particular Agenda item.
- Public comments should not exceed three (3) minutes.
- Agendas are published 72 hours prior to the meeting.
- No action may be taken on matters raised that are not on the Agenda.

4. Minutes of the April 22, 2025 Meeting of the F&A Committee

Recommendation: Approval.

5. Treasurer's Report for April 2025

Recommendation: Staff recommends submitting the attached April 2025 Treasurer's Report to the Board of Directors for approval.

6. Audit Presentation

Recommendation: This is an information item for review and discussion.

7. Funding Agreement with the City of Pleasanton for ADA Transportation Services

Recommendation: Staff recommends that the Finance and Administration Committee forward a recommendation to the Board to approve the first amendment to the Memorandum of Understanding (MOU) with the City of Pleasanton for the provision of ADA paratransit services in FY26 and FY27.

8. T-Mobile Lease

Recommendation: Staff requests that the F&A committee recommend that the Board of Directors review and approve the proposed amendment to the Lease Agreement between LAVTA and T-Mobile West Tower LLC for continued use of space at the LAVTA Operations and Maintenance Facility for a telecommunications cell-site.

9. Legislative Update

Recommendation: Receive an informational report on recent legislative activities and refer one Support position to the Board of Directors for approval.

10. Go Tri-Valley Program Update

Recommendation: This is an information item for review and discussion.

11. Matters Initiated by Committee Members

12. Next Meeting Date is Scheduled for: June 24, 2025

13. Adjourn

Please refrain from wearing scented products (perfume, cologne, after-shave, etc.) to these meetings, as there may be people in attendance susceptible to environmental illnesses.

In the event that a quorum of the entire Board is present, this Committee shall act as a Committee of the Whole. In either case, any item acted upon by the Committee or the Committee of the Whole will require consideration and action by the full Board of Directors as a prerequisite to its legal enactment.

I hereby certify that this agenda was posted 72 hours in advance of the noted meeting.

<u>/s/ Lynn Domagas</u>	<u>05/23/2025</u>
<u>LAVTA Administrative Services Department</u>	<u>Date</u>

On request, the Livermore Amador Valley Transit Authority will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. A written request, including name of the person, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service should be sent at least seven (7) days before the meeting. Requests should be sent to:

*Executive Director
Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Fax: 925.443.1375
Email: frontdesk@lavta.org*

AGENDA

ITEM 4

MINUTES OF April 22, 2025
LAVTA FINANCE AND ADMINISTRATION COMMITTEE MEETING

1. Call to Order and Pledge of Allegiance

Committee Chair Michael McCorriston called the meeting to order at 4:00pm.

2. Roll Call of Members

Members' Present

Julie Testa, City of Pleasanton

Kristie Wang, City of Livermore

Michael McCorriston, City of Dublin

3. Meeting Open to Public

No public comments were received.

4. Minutes of the March 25, 2025 Meeting of the F&A Committee Meeting

Motion: Testa/Wang

Aye: Testa, McCorriston, Wang

No: None

Abstain: None

Absent: None

5. Treasurer's Report for March 2025

Director of Finance Tamara Edwards presented the Treasurer's Report for March 2025, Committee Member McCorriston asked if we typically have about \$1M in the checking account; Edwards responded yes, to address cash flow.

The Finance and Administration Committee recommended forwarding the March 2025 Treasurer's Report to the Board for approval.

No public comments were received.

Motion: Wang/Testa

Aye: Testa, McCorriston, Wang

No: None

Abstain: None

Absent: None

6. Legislative Update

Jennifer Yeamans (staff) provided an update on SB 63, which the Board took a *Support if Amended* position in March. Staff presented an update on four bills and the recommendation for a *Support* position on AB 394 (Wilson) and SB 239 (Arreguin), and

a *Watch* position on SB 752 (Richardson) and AB 1207 (Irwin). The Committee members discussed the bills.

The Finance and Administration Committee recommends that the Board of Directors receive the legislative update and adopt a *support* position on AB 394 and SB 239, and a *watch* position on SB 752 and AB 1207.

No public comments were received.

Motion: Testa/Wang

Aye: Testa, McCorriston, Wang

No: None

Abstain: None

Absent: None

7. Approval of Resolutions Authorizing Staff to Apply for TDA, STA, RM2 and RM3 funds for Fiscal Year 2025-2026

Director of Finance Tamara Edwards briefed the Committee on the requirement for funding resolutions, which allow the agency to draw down funds for operational and or capital expenses through MTC.

The Finance and Administration Committee recommends that the Board of Directors approve Resolution 14-2025 and Resolution 15-2025 authorizing the filing of a claim with MTC for Allocation of TDA Article 4.0, 4.5, STA, RM2, and RM3 Funds for Fiscal Year 2025-2026.

No public comments were received.

Motion: Wang/Testa

Aye: Testa, McCorriston, Wang

No: None

Abstain: None

Absent: None

8. LAVTA's Operating & Capital Budget for FY 2026

Director of Finance Tamara Edwards reported overall the FY 2026 operating budget increased 7% over FY 2025. In developing the FY 2026 operating budget, staff took proactive measures to identify cost-savings, including reducing staff travel, a reduction in professional services, a hiring freeze for one manager position, as well as reduced staff raises. The budget assumes no reduction in services or increase in fares; however, given the structural deficit and the need to utilize reserves to achieve a balanced budget, staff will be working throughout the year to identify and make recommendations for cost savings and revenue growth.

The Finance and Administration Committee approved forwarding the Operating and Capital Budget for FY 2026 and Resolution 16-2025 to the Board for approval.

No public comments were received.

Motion: Testa/Wang

Aye: Testa, McCorriston, Wang

No: None

Abstain: None

Absent: None

9. Preview of Upcoming F&A Committee Agenda Items

Executive Director Christy Wegener will include Crown Castle Lease, Pleasanton MOU, and Go Tri-Valley Evaluation.

10. Matters Initiated by Committee Members

None.

11. Next Meeting Date is Scheduled for: May 27, 2025

Executive Director Christy Wegener will touch base with committee members to ensure everyone can participate on the 27th or reschedule the meeting.

Meeting adjourned at 5:16pm.

AGENDA

ITEM 5

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Treasurer's Report for April 2025

FROM: Tamara Edwards, Director of Finance

DATE: May 27, 2025

Action Requested

Review the LAVTA Treasurer's Report for April 2025 and forward it to the Board of Directors for Approval.

Discussion

Cash accounts:

Our petty cash account (101) has a balance of \$200, and our ticket sales change account (102) continues with a balance of \$240 (these two accounts should not change).

General checking account activity (105):

Beginning balance April1, 2025	\$1,050,943.31
Payments made	\$2,051,634.11
Deposits made	\$2,558,740.85
Transfer from LAIF	\$2,000,000.00
Ending balance April30, 2025	\$3,558,050.81

Farebox account activity (106):

Beginning balance April1, 2025	\$48,631.70
Deposits made	\$106,524.93
Ending balance April30, 2025	\$155,156.63

LAIF investment account activity (135):

Beginning balance April1, 2025	\$25,109,825.91
Transfer to General Checking	\$2,000,000.00
Ending balance April30, 2025	\$23,109,825.91

Operating Expenditures and Revenues Summary:

As this is the tenth month of the fiscal year, in order to stay on target for the budget this year expenses (at least the ones that occur on a monthly basis) should not be higher than 83% The agency is at 73.53% overall.

Operating Revenues Summary:

While expenses are at 73.53%, revenues are at 86.8%. Additionally, the agency has a healthy cash flow and reserve balance.

Contracts Executed in April by the Executive Director between \$50,000 and \$100,000.

None

Recommendation

Staff recommends that the Finance and Administration Committee forward the April 2025 Treasurer's Report to the Board of Directors for approval.

Attachments:

1. April 2025 Treasurer's Report

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
BALANCE SHEET
FOR THE PERIOD ENDING:
April 30, 2025**

ASSETS:

101 PETTY CASH	200	
102 TICKET SALES CHANGE	240	
105 CASH - GENERAL CHECKING	3,558,050	
106 CASH - FIXED ROUTE ACCOUNT	155,156	
107 Clipper Cash	980,974	
108 Rail	0	
109 BOC	46	
120 ACCOUNTS RECEIVABLE	824,998	
135 INVESTMENTS - LAIF	23,109,826	
13599 INVESTMENTS - LAIF Mark to Market	(43,343)	
14001 Due From Rail	2,930,530	
150 PREPAID EXPENSES	135,353	
160 OPEB ASSET	69,638	
165 DEFERRED OUTFLOW-Pension Related	777,421	
166 DEFERRED OUTFLOW-OPEB	593,386	
170 INVESTMENTS HELD AT CALTIP	0	
175 CEPPT RESTRICTED INVESTMENTS	310,502	
111 NET PROPERTY COSTS	57,761,136	
TOTAL ASSETS		91,164,112

LIABILITIES:

205 ACCOUNTS PAYABLE	131,764	
211 PRE-PAID REVENUE	2,899,128	
21101 Clipper to be distributed	886,628	
22000 FEDERAL INCOME TAXES PAYABLE	0	
22010 STATE INCOME TAX	38	
22020 FICA MEDICARE	(47)	
22050 PERS HEALTH PAYABLE	0	
22040 PERS RETIREMENT PAYABLE	(98)	
22030 SDI TAXES PAYABLE	(0)	
22070 AMERICAN FIDELITY INSURANCE PAYABLE	1,299	
22090 WORKERS' COMPENSATION PAYABLE	123,561	
22100 PERS-457	0	
22110 Direct Deposit Clearing	0	
22120 Compensated absences	126,117	
23101 Net Pension Liability	1,605,376	
23105 Deferred Inflow- OPEB Related	374,181	
23104 Deferred Inflow- Pension Related	141,094	
23103 INSURANCE CLAIMS PAYABLE	3,724	
23102 UNEMPLOYMENT RESERVE	7,889	
TOTAL LIABILITIES		6,300,654

FUND BALANCE:

301 FUND RESERVE	57,544,179	
304 GRANTS, DONATIONS, PAID-IN CAPITAL	32,164,157	
30401 SALE OF BUSES & EQUIPMENT	86,871	
FUND BALANCE	(4,931,748)	
TOTAL FUND BALANCE		84,863,458
TOTAL LIABILITIES & FUND BALANCE		91,164,112

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
OPERATING EXPENDITURES
FOR THE PERIOD ENDING:
April 30, 2025**

	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
501 02 Salaries and Wages	\$2,244,059	\$154,661	\$1,601,734	\$642,325	71.38%
502 00 Personnel Benefits	\$1,656,498	\$75,070	\$1,387,917	\$268,581	83.79%
503 00 Professional Services	\$1,576,482	\$99,694	\$899,268	\$677,214	57.04%
503 05 Non-Vehicle Maintenance	\$1,170,734	\$71,957	\$870,007	\$312,727	74.31%
503 99 Communications	\$6,402	\$199	\$1,771	\$4,631	27.66%
504 01 Fuel and Lubricants	\$1,663,500	\$66,975	\$807,911	\$855,589	48.57%
504 03 Non contracted vehicle maintenance	\$90,001	\$0	\$9,524	\$80,477	10.58%
504 99 Office/Operating Supplies	\$60,022	\$1,377	\$37,124	\$22,898	61.85%
504 99 Printing	\$134,000	\$1,309	\$42,113	\$91,887	31.43%
505 00 Utilities	\$521,285	\$40,334	\$368,698	\$152,587	70.73%
506 00 Insurance	\$648,917	\$1,714	\$723,727	(\$74,810)	111.53%
507 99 Taxes and Fees	\$111,868	\$13,187	\$93,554	\$18,314	83.63%
508 01 Purchased Transportation Fixed Route	\$11,986,359	\$1,011,047	\$10,060,737	\$1,925,622	83.93%
2-508 02 Purchased Transportation Paratransit	\$2,564,940	\$157,274	\$1,130,714	\$1,434,226	44.08%
508 03 Purchased Transportation WOD	\$200,000	\$20,296	\$163,323	\$36,677	81.66%
509 00 Miscellaneous	\$155,281	\$4,338	\$121,959	\$33,322	78.54%
509 02 Professional Development	\$132,500	\$2,895	\$96,956	\$35,544	73.17%
509 08 Advertising	\$174,000	\$5,080	\$36,738	\$137,262	21.11%
TOTAL	\$25,096,848	\$1,727,404	\$18,453,774	\$6,655,073	73.53%

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
REVENUE REPORT
FOR THE PERIOD ENDING:
April 30, 2025**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100	Fixed Route Passenger Fares	1,560,675	117,720	988,107	572,568	63.3%
4020000	Business Park Revenues	226,476	20,100	192,531	33,945	85.0%
4020500	Special Contract Fares	613,318	74,746	218,792	394,526	35.7%
4020500	Special Contract Fares - Paratransit	37,200	2,502	23,631	13,569	63.5%
4010200	Paratransit Passenger Fares	162,675	8,955	88,981	73,694	54.7%
4060100	Concessions	23,916	4,138	16,776	7,140	70.1%
4060300	Advertising Revenue	190,000	0	190,000	-	100.0%
4070400	Miscellaneous Revenue-Interest	350,000	0	344,469	5,531	98.4%
4070300	Non transportation revenue	181,956	18,873	164,965	16,991	90.7%
4099100	TDA Article 4.0 - Fixed Route	12,847,398	0	13,682,140	(834,742)	106.5%
4099500	TDA Article 4.0-BART	101,010	17,594	68,779	32,231	68.1%
4099200	TDA Article 4.5 - Paratransit	253,114	0	0	253,114	0.0%
4099600	Bridge Toll- RM2, RM3	1,364,384	591,360	603,624	760,760	44.2%
4099900	Other local funds	106,300	807	33,208	73,092	31.2%
4110100	STA Funds-Paratransit	148,001	1,153,428	1,153,428	(1,005,427)	779.3%
4110500	STA Funds- Fixed Route BART	496,359	0	309,993	186,366	62.5%
4110100	STA Funds-pop	1,983,778	0	1,641,391	342,387	82.7%
4110100	STA Funds- rev	694,172	0	0	694,172	0.0%
4110100	STA Funds- Lifeline	56,967	0	0	56,967	0.0%
4130000	FTA Section	-	0	0	-	100.0%
4130000	FTA Section 5307 ADA Paratransit	579,428	0	229,495	349,933	39.6%
4640500	Measure BB Paratransit Funds-GAP	1	23,196	23,196	(23,195)	2319559.0%
4640200	Measure BB Paratransit Funds-Fixed Route	1,948,320	119,082	1,205,824	742,496	61.9%
4640200	Measure BB Paratransit Funds-Paratransit	1,171,902	58,796	595,369	576,533	50.8%
RAIL		0	0	0		
TOTAL REVENUE		25,097,350	2,211,295	21,774,698	3,322,652	86.8%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2)
FOR THE PERIOD ENDING:
April 30, 2025

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
REVENUE DETAILS						
4090594	TDA (office and facility equip)	368,700	0	0	368,700	0.00%
4090194	TDA Shop repairs and replacement	165,000	0	0	165,000	0.00%
4091094	TDA Transit Center Improvements	123,317	0	0	123,317	0.00%
4092094	TDA (Transit Capital)	100,000	0	0	100,000	0.00%
4090094	TDA (Major component rehab)	462,500	0	0	462,500	0.00%
4090094	TDA WiFi	440,000	0	0	440,000	0.00%
4091794	TDA bus stops	863,000	0	0	863,000	0.00%
4090694	TDA TSP	95,000	0	0	95,000	0.00%
4090994	TDA Buses 2025	2,430,697	0	0	2,430,697	0.00%
4090294	TDA Atlantis	14,840,483	0	0	14,840,483	0.00%
4090696	BT TSP	2,695,000	0	0	2,695,000	0.00%
4091796	BT Bus Stops	23,000	0	0	23,000	0.00%
40799	Insurance Proceeds	-	0	28,963	(28,963)	#DIV/0!
4110900	State (SGR) Buses 2025	131,715	0	0	131,715	0.00%
4110200	State (LCTOP) Atlantis	7,595,544	0	0	7,595,544	0.00%
4110500	State (LCTOP) Rutan retrofit	944,976	0	0	944,976	0.00%
41309	FTA Buses 2025	10,213,047	0	0	10,213,047	0.00%
41317	FTA bus stops	2,000,000	101,485	101,485	1,898,515	5.07%
41302	FTA Atlantis	10,651,568	0	0	10,651,568	0.00%
41305	FTA Rutan Retrofit	530,159	0	0	530,159	0.00%
41320	FTA Hybrid battery packs	250,000	0	11,504	238,496	4.60%
41310	FTA Transit Center	287,739	0	10,920	276,819	3.80%
46405	Measure BB Atlantis	3,000,000	0	0	3,000,000	0.00%
TOTAL REVENUE		58,211,445	101,485	152,872	55,058,573	0.26%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2)
FOR THE PERIOD ENDING:
April 30, 2025

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
EXPENDITURE DETAILS						
CAPITAL PROGRAM - COST CENTER 07						
5550207	Atlantis Facility	35,868,995	0	0	35,868,995	0.00%
5550107	Shop Repairs and replacement	15,000	0	0	15,000	0.00%
5550107	Bus Wash	150,000	0	0	150,000	0.00%
5552307	Buses 2025	12,811,559	0	880	12,810,679	0.01%
5550507	Office and Facility Equipment	434,200	6,850	767,383	(333,183)	176.73%
5551007	Transit Center Upgrades and Improvements	411,056	47,929	56,709	354,347	13.80%
5550507	Rutan Retrofit	1,475,135	0	0	1,475,135	0.00%
5550607	TSP	2,790,000	23,542	49,832	2,740,168	1.79%
5550907	IT	440,000	0	29,928	410,072	6.80%
5550007	WiFi routers	440,000	0	0	440,000	0.00%
5551707	Bus Shelters and Stops	3,093,000	50,415	125,712	2,967,289	4.06%
5552007	Major component rehab	622,500	9,006	96,051	526,449	15.43%
5552007	Transit Capital	100,000	0	0	100,000	0.00%
TOTAL CAPITAL EXPENDITURES		58,651,445	137,742	1,126,494	57,524,951	1.92%
FUND BALANCE (CAPITAL)		-440000.00	(36,257)	(973,622)		
FUND BALANCE (CAPITAL & OPERATING)		-440,000.00	461,714	2,331,830		

REPORT.: May 17 25 Saturday
 RUN...: May 17 25 Time: 12:47
 Run By.: Tamera Edwards

LAVTA
 Cash Disbursement Detail Report
 Check Listing for 04-25 thru 04-25 Bank Account.: 105

PAGE: 001
 ID #: PY-DP
 Attachment 1
 CTL: WHE

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
024538	04/11/25	BAY08	BAY CITY ELECTRIC WORKS	450.08	W311400	BAY08, W311400, MP2313 APR-25 GENERATOR MAINT
024539	04/11/25	CAL05	CALTEST LABS	977.55	728369	CAL05, 728369, MP2404 2025 ATLANTIS ANNUAL COMPLIA
024540	04/11/25	CAL13	CALIFORNIA TRANSIT	1833.47	312025MAR	CAL13, 31-2025-MAR, MAR-25 INSURANCE CLAIMS
024541	04/11/25	FED01	FedEx	82.12	969332936	FED01, 969332936, APR-25 STATEMENT
024542	04/11/25	KIM02	KIMLEY-HORN AND ASSOC, INC	27770.00 23542.00	31106321 31106322	KIM02, 31106321, PO7864 TO1-FACILITIES ENHNCE 2/28 KIM02, 31106322, TO3-CLOUD BASED TSP PROJ PO7900
Check Total.....:				51312.00		
024543	04/11/25	LIV06	LIVERMORE AUTO GROUP	9005.84	334504	LIV06, 334504, 2018 VAN TRANSMISSION REPLACE 3/28
024544	04/11/25	TRA09	TRANSITTALENT.COM LLC	125.00	1562503	TRA09, 1562503, MP2396 NOTICE-RFP 2025-03 WHEELS
024545	04/25/25	ALA10	ALAMEDA COUNTY CLERK	50.00	FY26ENVEX	ALA10, FY26 ENVIRONMENTAL DECLARATION
024546	04/25/25	ATT02	AT&T	407.25	23330711	ATT02, 23330711, PAYER #9391035694 3/13/25-4/12/25
024547	04/25/25	BAY03	BAY AREA NEWS GROUP	386.06	6885482	BAY03, 6885482, RFP 2025-03 LEGAL WHEELS ACCESS
024548	04/25/25	CMA01	CALIFORNIA MUNICIPAL ADVI	1750.00	2024CM12A	CMA01, ANNUAL PENSION POLICY COMPLIANCE ANALYSIS
024549	04/25/25	GOG01	GO GO GRANDPARENT	566.83 443.91	3932 3933	GOG01, 3932, MAR-25 GO TRI VALLEY RIDES GOG01, 3933, MAR-25 GO PARATAXI RIDES
Check Total.....:				1010.74		
024550	04/25/25	KIM02	KIMLEY-HORN AND ASSOC, INC	22645.00 2200.00	31379169 31426093	KIM02, 31379169, PO7864 TO1-FACILITY ENHANCE 3/31 KIM02, 31426093, PO7899 TO4-TC MONUMENT SIGN 3/31
Check Total.....:				24845.00		
024551	04/25/25	OPT01	OPTIC FUEL CLEAN OF CA. I	7030.35	253115	OPT01, 253115, MP2417 RUTAN & ATLANTIS WASTE DRUMS
H15066	04/01/25	CEN04	CENTRAL CONTRA COSTA TRAN	-19980.44	25048u	Ck# H15066 Reversed
H15499	04/11/25	CEN04	CENTRAL CONTRA COSTA TRAN	147222.06	25138H	CEN04, 25138, JAN-25 MONTHLY SERVICE PARATRANSIT
H15564	04/11/25	WEG01	CHRISTY WEGENER	772.03	0212-0402H	WEG01, 2/12/25-4/2/25 TRAVEL REIMBURSEMENT
H15565	04/11/25	AIM01	AIM TO PLEASE JANITORIAL	5883.56	117MAR-25H	AIM01, 117, MAR-25 MONTHLY JANITORIAL SERVICE
H15566	04/11/25	AIM01	AIM TO PLEASE JANITORIAL	7400.00	1134H	AIM01, 1134, MAR-25 BUS STOP CLEANING SERVICES
H15567	04/25/25	ASM01	AMERICAN SWEEPING & MAINT	635.00	17020H	ASM01, 17020, MAR-25 PARKING LOT SWEEPING

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
H15568	04/11/25	CAL15	CALTRONICS BUSINESS SYS	206.39	4273522H	CAL15, 4273522, 12/16/24-1/15/25 BIZHUB
H15569	04/11/25	CAL15	CALTRONICS BUSINESS SYS	303.32	4323024H	CAL15, 4323024, 2/16/25-3/15/25 BIZHUB
H15570	04/11/25	CAS02	LISETH CASTRO	39.34	0121-0324H	CAS02, 1/21/25-3/24/25 MILEAGE REIMBURSEMENT
H15571	04/11/25	CCL01	CARPI & CLAY INC	4500.00	25-03LAVTH	CCL01, 25-03LAVTA, MAR-25 FEDERAL ADVOCACY PO7867
H15572	04/11/25	CMA01	CALIFORNIA MUNICIPAL ADVI	1750.00 -1750.00	2024CM121H 2024CM121u	CMA01, 2024-CM121, ANNUAL PENSION POLICY COMPLIANC Ck# H15572 Reversed
Check Total.....:				.00		
H15573	04/11/25	COR01	CORBIN WILLITS SYSTEMS	320.05	C503151H	COR01, C503151, APR-25 SERVICE
H15574	04/11/25	DAY02	DAY & NITE PEST CONTROL	218.00	201062H	DAY02, 201062, 3/14/25 PEST SERVICE
H15575	04/11/25	FFR01	FRANK FIALA ROOFING	9652.00	0004984H	FFR01, 0004984, PO7913 ROOF REPAIR-DRY ROT REPAIR
H15576	04/11/25	GAN01	GANNETT FLEMING COMPANIES	20500.00	49686H	GAN01, 49686, PO7909 RUTAN BATHROOM REMODEL 3/28/2
H15577	04/11/25	LYF01	LYFT, INC	8413.74	1183032H	LYF01, 1183032, MAR-25 GO TRI VALLEY
H15578	04/11/25	LYF01	LYFT, INC	241.74	1183033H	LYF01, 1183033, MAR-25 GO SAN RAMON
H15579	04/11/25	MFC01	DEBORAH BRANSCUM	500.00	2025-04H	MFC01, 2025-04, MP2381 APTA MOBILITY CONF ARTICLE
H15580	04/11/25	MVT01	MV TRANSPORTATION, INC.	69011.12	FEB-2025H	MVT01, FEB-25 FIXED ROUTE MONTHLY SERVICE
H15581	04/11/25	PAC11	PACIFIC ENVIRONMENTAL SER	130.00	2925H	PAC11, 2925, FEB-25 RUTAN MONTHLY SERVICE
H15582	04/11/25	PAC11	PACIFIC ENVIRONMENTAL SER	130.00	2926H	PAC11, 2926, FEB-25 ATLANTIS MONTHLY SERVICE
H15583	04/11/25	RMT01	RMT LANDSCAPE CONTRACTORS	9845.00	20250348H	RMT01, 20250348, 3/10-4/9/25 LANDSCAPING MAINT
H15584	04/11/25	SOL01	SOLUTIONS FOR TRANSIT	2083.33	25-0405LAH	SOL01, 25-0405LAVTA, MAR-25 CLIPPER ANALYSIS
H15585	04/11/25	STA01	STATE COMPENSATION FUND	1292.33	MAR-2025H	STA01, MAR-25 WORKER'S COMP PREMIUM
H15586	04/11/25	SWT01	SMARTWAVE TECHNOLOGIES LL	30568.48	155296H	SWT01, 155296, PO7905 ACCESS POINTS FOR WIFI #1
H15587	04/11/25	TPA01	TOWNSEND PUBLIC AFFAIRS I	6000.00	23206H	TPA01, 23206, APR-25 STATE ADVOCACY/CONSULT PO7872
H15588	04/11/25	TX242	BONNIE WOLF	239.61	0302-0331H	TX242, PARATAXI REIMBURSEMENT 3/3/25-3/31/25
H15589	04/11/25	AIR02	AIRESRING	3615.76	195105609H	AIR02, 195105609, 4/1/25-4/30/25 SERVICE
H15590	04/11/25	AME06	AMERICAN FIDELITY ASSURAN	1466.58	FSA03-25H	AME06, MAR-25 FLEXIBLE SPENDING ACCOUNTS

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H15591	04/11/25	AME06	AMERICAN FIDELITY ASSURAN	1423.84	SUPP03-25H	AME06, MAR-25 SUPPLEMENTAL INSURANCE
H15592	04/04/25	CAL10	CALIFORNIA STATE DISBURSE	455.53	20250328H	CAL10, CA STATE GARNISHMENT 3/15/25-3/28/25
H15593	04/11/25	DEL05	ALLIED ADMIN/DELTA DENTAL	1890.53	APR-2025H	DEL05, APR-25 DELTA DENTAL INSURANCE
H15594	04/11/25	DEL05	ALLIED ADMIN/DELTA DENTAL	1716.26	MAY-2025H	DEL05, MAY-25 DELTA DENTAL INSURANCE
H15595	04/04/25	DIR02	DIRECT DEPOSIT OF PAYROLL	47484.77	20250328H	DIR02, PR DIRECT DEPOSIT 3/15/25-3/28/25
H15596	04/01/25	DIR02	DIRECT DEPOSIT OF PAYROLL	1033.80	20250331BH	DIR02, PR DIRECT DEPOSIT BOD 3/1/25-3/31/25
H15597	04/03/25	EFT01	ELECTRONIC FUND TRANFERS	12600.70	20250328H	EFT01, FEDERAL TAX 3/15/25-3/28/25
H15598	04/01/25	EFT01	ELECTRONIC FUND TRANFERS	315.40	20250331BH	EFT01, FEDERAL TAX BOD 3/1/25-3/31/25
H15599	04/03/25	EMP01	EMPLOYMENT DEVEL DEPT	4352.24	20250328H	EMP01, STATE TAX 3/15/25-3/28/25
H15600	04/01/25	EMP01	EMPLOYMENT DEVEL DEPT	41.60	20250331BH	EMP01, STATE TAX BOD 3/1/25-3/31/25
H15601	04/25/25	SCF01	SC FUELS	23650.40	688624H	SCF01, 688624, 3/20/25 FUEL DELIVERY
H15602	04/25/25	SCF01	SC FUELS	24455.05	690603H	SCF01, 690603, 3/27/25 FUEL DELIVERY
H15603	04/25/25	SCF01	SC FUELS	25759.67	693321H	SCF01, 693321, 4/3/25 FUEL DELIVERY
H15604	04/25/25	MUT01	MUTUAL OF OMAHA	1244.13	APR-2025H	MUT01, APR-25 MUTUAL LTD & LIFE INSURANCE
H15605	04/25/25	PER01	PERS	5432.70	20250328CH	PER01, PERS CLASSIC CONTRIBUTION 3/15/25-3/28/25
H15606	04/25/25	PER01	PERS	7341.37	20250328NH	PER01, PERS NEW CONTRIBUTION 3/15/25-3/28/25
H15607	04/25/25	PER04	CALPERS RETIREMENT SYSTEM	6525.67	20250328H	PER04, PERS 457 CONTRIBUTION 3/15/25-3/28/25
H15608	04/25/25	ROB06	ROBERT HALF MANAGEMENT RE	2372.80	64791378H	ROB06, 64791378, FRONT DESK TEMP HELP W/E 3/21/25
H15609	04/25/25	ROB06	ROBERT HALF MANAGEMENT RE	2484.03	64818102H	ROB06, 64818102, FRONT DESK TEMP HELP W/E 3/28/25
H15610	04/25/25	VER01	VERIZON WIRELESS	1758.79	109211297H	VER01, 6109211297, 2/23/25-3/22/25 CELL & WIFI
H15611	04/25/25	TOB01	MICHAEL TOBIN	143.57	0405-0408H	TOB01, 4/5/25-4/8/25 TRAVEL REIMBURSEMENT
H15612	04/25/25	BON02	BONFIRE INTERACTIVE LTD	5775.00	126461H	BON02, 126461, 2025 ANNUAL SUBSCRIPT e-SOURCING
H15613	04/25/25	HAN01	HANSON BRIDGETT MARCUS	6253.00	1521926H	HAN01, 1521926, MAR-25 ADMIN LEGAL FEES
H15614	04/25/25	HAN01	HANSON BRIDGETT MARCUS	3853.00	1521925H	HAN01, 1521925, MAR-25 CONTRACT LEGAL FEES

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H15615	04/25/25	CNO01	CIRCA NOW LLC	2400.00	2137H	CNO01, 2137, PO7879 MAR-25 WEBSITE MANAGE & SUPPOR
H15616	04/25/25	CNO01	CIRCA NOW LLC	3300.00	2138H	CNO01, 2138, PO7907 TO4 MAR-25 MARKETING-PROJ MGMT
H15617	04/25/25	CNO01	CIRCA NOW LLC	2625.00	2139H	CNO01, 2139, PO7907 TO4 MAR-25 40TH ANNIVERSARY
H15618	04/25/25	CNO01	CIRCA NOW LLC	75.00	2140H	CNO01, 2140, TO6 MAR-25 ADHOC CREATIVE & DESIGN
H15619	04/25/25	CNO01	CIRCA NOW LLC	3450.00	2141H	CNO01, 2141, TO8 MAR-25 TRIP PLANNER
H15620	04/25/25	CNO01	CIRCA NOW LLC	4093.75	2142H	CNO01, 2142, TO9 MAR-25 AD HOC BROCHURES-PROD HRS
H15621	04/25/25	CNO01	CIRCA NOW LLC	1650.00	2143H	CNO01, 2143, TO9 MAR-25 AD HOC BROCHURES VINYL BUS
H15622	04/25/25	COR01	CORBIN WILLITS SYSTEMS	320.05	C501151H	COR01, C501151, FEB-25 SERVICE
H15623	04/25/25	HOT01	PACIFIC BAY EQUIPMENT-HOT	5020.35	97019H	HOT01, 97019, MP2300 RUTAN STEAM ROOM PRESSURE WAS
H15624	04/25/25	KKI01	ALPHA MEDIA LLC	5000.00	1072720-1H	KKI01, 1072720-1, MP2276 WHEELS HOLIDAY CAMPAIGN
H15625	04/25/25	PAC11	PACIFIC ENVIRONMENTAL SER	130.00	2942H	PAC11, 2942, MAR-25 RUTAN MONTHLY SERVICE
H15626	04/25/25	PAC11	PACIFIC ENVIRONMENTAL SER	130.00	2943H	PAC11, 2943, MAR-25 ATLANTIS MONTHLY SERVICE
H15627	04/25/25	SAN01	SAN JOAQUIN COUNTY REGION	2355.20	945206881H	SAN01, 945206881, FEB-25 TRANSIT CENTER SECURITY
H15628	04/25/25	SDI01	SDI PRESENCE LLC	3164.50	19015H	SDI01, 19015, IT MODERN-SYSTEM ENGINEER 3/31/25
H15629	04/25/25	SDI01	SDI PRESENCE LLC	11455.38	19016H	SDI01, 19016, IT MODERNIZATION/CONSULTING 3/31/25
H15630	04/25/25	SEF01	SEFAC INC	1708.58	1711793H	SEF01, 17117193, ANNUAL SERVICE INSPECTION 4/15/25
H15631	04/25/25	SHA02	SHAMROCK OFFICE SOLUTIONS	36.21	4332810H	SHA02, 4332810, FRONT DESK PRINTER 3/30-4/29/25
H15632	04/25/25	UBE01	UBER	11640.22	MAR-2025H	UBE01, MAR-25 GO DUBLIN BILLING
H15633	04/25/25	KUL01	KADRI KULM	300.00	0405-0409H	KUL01, 4/5/25-4/9/25 TRAVEL PER DIEM
H15634	04/25/25	MIG01	MOORE IACOFANO GOLTSMAN	6970.00	0090934H	MIG01, 0090934, LAVTA STRATEGIC PLANNING 3/31/25
H15635	04/25/25	CAL10	CALIFORNIA STATE DISBURSE	83.07	20250411H	CAL10, CA STATE GARNISHMENT 3/29/25-4/11/25
H15636	04/25/25	DIR01	DIRECT TV	24.00	96X250411H	DIR01, 96X250411, 4/10/25-5/9/25 SERVICE
H15637	04/18/25	DIR02	DIRECT DEPOSIT OF PAYROLL	50486.92	20250411H	DIR02, PR DIRECT DEPOSIT 3/29/25-4/11/25
H15638	04/25/25	EFT01	ELECTRONIC FUND TRANFERS	13701.36	20250411H	EFT01, FEDERAL TAX 3/29/25-4/11/25

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H15639	04/17/25	EMP01	EMPLOYMENT DEVEL DEPT	4727.95	20250411H	EMP01, STATE TAX 3/29/25-4/11/25
H15640	04/25/25	KBI01	KBI PAINTING INC	32079.00	7901H	KBI01, 7901, TRANSIT CENTER PAINTING PROJECT
H15641	04/21/25	MVT01	MV TRANSPORTATION, INC.	450000.00	133617H	MVT01, 133617, APR-25 1ST INSTALL PAYMENT
H15642	04/30/25	MVT01	MV TRANSPORTATION, INC.	450000.00	133618H	MVT01, 133618, APR-25 2ND INSTALL PAYMENT
H15643	04/25/25	PER01	PERS	5432.70	20250411CH	PER01, PERS CLASSIC CONTRIBUTION 3/29/25-4/11/25
H15644	04/25/25	PER01	PERS	7535.87	20250411NH	PER01, PERS NEW CONTRIBUTION 3/29/25-4/11/25
H15645	04/25/25	PER04	CALPERS RETIREMENT SYSTEM	6533.29	20250411H	PER04, PERS 457 CONTRIBUTION 3/29/25-4/11/25
H15646	04/18/25	PEX01	PEX CARD	8000.00	4-14DEPOSH	PEX01, 4/14/25 PEX CARDS ACCOUNT DEPOSIT
H15647	04/25/25	QUE01	QUENCH USA, INC.	297.66	08779157H	QUE01, 08779157, MP2156 QUENCH 730-U, 730, 810
H15648	04/25/25	STA04	STATE BOARD OF	1728.00	QRT1-2025H	STA04, 1ST QTR 2025 UNDERGROUND STORAGE TANK FEE
H15649	04/25/25	STA05	STATE BOARD OF EQUAL	1123.00	QTR1-2025H	STA05, 1ST QTR 2025 EXEMPT BUS OPERATOR DIESEL TAX
H15650	04/25/25	STA15	STATE WATER RESOURCES CON	1723.00	SW0315453H	STA15, SW0315453, PERMIT #649121 2025 RUTAN FACILI
H15651	04/25/25	STA15	STATE WATER RESOURCES CON	1723.00	SW0315493H	STA15, SW0315493, PERMIT #649161 2025 ATLANTIS FAC
H15652	04/25/25	TX257	SHIPRA AGRAWAL	205.84	0305-0407H	TX257, PARATAXI REIMBURSEMENT 3/5/25-4/7/25
H15653	04/25/25	RMT01	RMT LANDSCAPE CONTRACTORS	9845.00	20250448H	RMT01, 20250448, 4/10/25-5/9/25 LANDSCAPING MAINT
H15654	04/01/25	CEN04	CENTRAL CONTRA COSTA TRAN	19980.44	25048CH	CEN04, FY25 SOFTWARE MAINT-TRAPEZE CORRECTION
H15655	04/30/25	BAN03	BANKCARD CENTER	11215.41	MAR-2025H	BAN03, MAR-25 BMO CC STATEMENT
H15656	04/30/25	CAL04	CALIFORNIA WATER SERVICE	126.18	198032025H	CAL04, 0198655555, BUS WASH 2/20/25-3/19/25
H15657	04/30/25	CAL04	CALIFORNIA WATER SERVICE	70.26	257040225H	CAL04, 2575555555, TC FIRE 4/1/25-4/30/25
H15658	04/30/25	CAL04	CALIFORNIA WATER SERVICE	63.31	361040325H	CAL04, 3616555555, TC WATER 3/4/25-4/2/25
H15659	04/30/25	CAL04	CALIFORNIA WATER SERVICE	188.40	461040325H	CAL04, 4616555555, TC IRRG 3/4/25-4/2/25
H15660	04/30/25	CAL04	CALIFORNIA WATER SERVICE	93.67	475040225H	CAL04, 4755555555, MOA FIRE 4/1/25-4/30/25
H15661	04/30/25	CAL04	CALIFORNIA WATER SERVICE	93.67	575040225H	CAL04, 5755555555, CONTRACTOR FIRE 4/1/25-4/30/25
H15662	04/30/25	CAL04	CALIFORNIA WATER SERVICE	4921.26	909032125H	CAL04, 9098655555, MOA WATER 1/22/25-3/19/25

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H15663	04/30/25	CIT06	CITY OF LIVERMORE SEWER	113.17	BW031825H	CIT06, 138143-00, BUS WASH 2/19/25-3/18/25
H15664	04/30/25	CIT06	CITY OF LIVERMORE SEWER	1093.70	MOA031825H	CIT06, 133294-00, MOA WATER 2/19/25-3/18/25
H15665	04/30/25	CIT06	CITY OF LIVERMORE SEWER	74.66	TC040825H	CIT06, 133389-00, TRANSIT CENTER 3/11/25-4/8/25
H15666	04/30/25	CIT07	CITY OF LIVERMORE - WATER	124.56	361031825H	CIT07, 139361-00, ATLANTIS CT SEWER 2/19-3/18/25
H15667	04/30/25	CIT07	CITY OF LIVERMORE - WATER	137.10	388040125H	CIT07, 139388-00, BUS WASH 3/4/25-4/1/25
H15668	04/30/25	CIT07	CITY OF LIVERMORE - WATER	48.68	399031825H	CIT07, 139399-00, ATLANTIS ST SEWER 2/19-3/18/25
H15669	04/30/25	CIT07	CITY OF LIVERMORE - WATER	250.64	430031825H	CIT07, 138430-01, ATLANTIS INDOOR 2/19/25-3/18/25
H15670	04/30/25	CIT07	CITY OF LIVERMORE - WATER	46.94	431040125H	CIT07, 138431-00, ATLANTIS IRRG 3/4/25-4/1/25
H15671	04/30/25	CIT07	CITY OF LIVERMORE - WATER	12.38	432031825H	CIT07, 138432-00, ATLANTIS FIRE 2/19/25-3/18/25
H15672	04/30/25	DIR02	DIRECT DEPOSIT OF PAYROLL	1170.52	20250430BH	DIR02, PR DIRECT DEPOSIT BOD 4/1/25-4/30/25
H15673	04/30/25	EFT01	ELECTRONIC FUND TRANFERS	315.42	20250430BH	EFT01, FEDERAL TAX BOD 4/1/25-4/30/25
H15674	04/30/25	EMP01	EMPLOYMENT DEVEL DEPT	41.60	20250430BH	EMP01, STATE TAX BOD 4/1/25-4/30/25
H15675	04/30/25	LIV10	LIVERMORE SANITATION INC	2828.42	2686888H	LIV10, 2686888, 3/1/25-3/31/25 GARBAGE SERVICE
H15676	04/01/25	MER01	MERCHANT SERVICES	79.25	MOA033125H	MER01, MAR-25 MOA CC STATEMENT
H15677	04/01/25	MER01	MERCHANT SERVICES	130.80	TC033125H	MER01, MAR-25 TRANSIT CENTER CC STATEMENT
H15678	04/30/25	PAC02	PACIFIC GAS AND ELECTRIC	13960.06	580040425H	PAC02, 5809326332-3, MOA ELECTRIC 2/28/25-3/30/25
H15679	04/30/25	PAC02	PACIFIC GAS AND ELECTRIC	1528.36	606040225H	PAC02, 6062256368-6, ATLANTIS 2/26/25-3/26/25
H15680	04/30/25	PAC02	PACIFIC GAS AND ELECTRIC	1092.15	726033125H	PAC02, 7264840356-5, BUS STOPS 2/19/25-3/19/25
H15681	04/30/25	PAC02	PACIFIC GAS AND ELECTRIC	73.83	764031825H	PAC02, 7649646868-7, DOOLAN TWR 2/10/25-3/11/25
H15682	04/30/25	PAC02	PACIFIC GAS AND ELECTRIC	5752.15	900031325H	PAC02, 9007202117-4, MOA GAS 2/11/25-3/12/25
H15683	04/30/25	PAC02	PACIFIC GAS AND ELECTRIC	3964.50	900041125H	PAC02, 9007202117-4, MOA GAS 3/13/25-4/10/25
H15684	04/30/25	PER03	CAL PUB EMP RETIRE SYSTM	49103.80	MAY-2025H	PER03, MAY-25 PERS HEALTH INSURANCE
Cash Account Total.....:				1828607.50		
Total Disbursements.....:				1828607.50		
				=====		

AGENDA

ITEM 6

STAFF REPORT

SUBJECT: FY 2025 Audit of LAVTA's Financial Statements

FROM: Tamara Edwards, Director of Finance

DATE: May 27, 2025

Action Requested

This is an information item for review and discussion.

Background

LAVTA has engaged an accountancy firm to audit the financial statements for each previous fiscal year. Part of that process is based on the Statement on Auditing Standards (SAS) No. 99 and 114 which requires the auditor to communicate with those charged with governance, including:

- An overview of the planned scope and timing of the audit.
- Representations the auditor is requesting from management.
- Additional guidance on the forms and timing of communication.
- An evaluation of the adequacy of the two-way communication.

Discussion

Maze and Associates is conducting the financial audit for fiscal year ending June 30, 2025. The attached agenda is provided for the Committee's review and David Alvey of Maze and Associates will be available to discuss these items with the Committee.

Budget

No budget impact.

Next Steps

Maze and Associates will work with Staff to complete the financial audit and are available to the LAVTA Board of Directors if any questions or concerns arise.

Recommendation

This is an information item for review and discussion.

Attachments:

1. LAVTA Required Communication

AGENDA

ITEM 7

STAFF REPORT

SUBJECT: Funding Agreement with the City of Pleasanton for ADA Transportation Services

FROM: Kadri Klm, Paratransit Planner

DATE: May 27, 2025

Action Requested

Recommend the Board of Directors approve the first amendment to the Memorandum of Understanding (MOU) with the City of Pleasanton for the provision of ADA paratransit services in FY26 and FY27.

Background

In December 2022, LAVTA entered into a cost-sharing agreement with the City of Pleasanton to provide all ADA transportation services to Pleasanton residents. The Staff Report from December 5, 2022 is included as Attachment 1. The MOU term expires on June 30, 2025; both the City of Pleasanton and LAVTA desire to extend the MOU.

Discussion

Transferring ADA ridership from Pleasanton Rides to LAVTA has allowed Pleasanton Rides to operate exclusively as a senior transportation service for older adults. The partnership has proven beneficial for LAVTA and the City of Pleasanton and both parties are in favor of extending the agreement for two additional fiscal years.

With the amended MOU (Attachment 2), LAVTA will continue receiving City of Pleasanton's MTC TDA 4.5 funds and 35% of Pleasanton's Measure BB funds over the duration of the agreement, through June 2027.

The Pleasanton City Council approved the amendment at their May 6, 2025 meeting.

Recommendation

Staff recommends that the Finance and Administration Committee forward a recommendation to the Board to approve the first amendment to the Memorandum of Understanding (MOU) with the City of Pleasanton for the provision of ADA paratransit services in FY26 and FY27.

Attachment:

1. December 5, 2022 Staff Report
2. Amended Memorandum of Understanding

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Funding Agreement with the City of Pleasanton for ADA Transportation Services

FROM: Christy Wegener, Executive Director

DATE: December 5, 2022

Action Requested

Staff requests the Board of Directors approve Resolution 46-2022 allowing the Executive Director to enter into a Memorandum of Understanding (MOU) with the City of Pleasanton to relinquish their TDA 4.5 funds and a percentage of the ACTC Measure BB funds and to complete the transfer of ADA transportation services from Pleasanton to LAVTA.

Background

In 2017, LAVTA and the Pleasanton Paratransit Program (Pleasanton Rides) engaged Nelson Nygaard, an industry leader in transportation planning, to explore the effectiveness of the current organization, management, and delivery of paratransit services in the Tri-Valley and prepare recommendations for service improvements. The City Paratransit services provided transportation for seniors and people with disabilities residing in Pleasanton. While LAVTA provided services to people with disabilities in Pleasanton, Dublin and Livermore. Therefore, both LAVTA and Pleasanton Rides provided paratransit services to Pleasanton residents.

Nelson Nygaard provided a comprehensive study of paratransit services called Mobility Forward: Tri-Valley Paratransit Study. The goals of the study were to continue to meet paratransit needs of Tri-Valley residents; identify opportunities for greater partnership and efficiencies between the City and LAVTA; and/or identify opportunities for consolidation or re-organization of paratransit services in the Tri-Valley. The study evaluated current service delivery and determined how to best meet residents need. A final report of the study was adopted by the Board in 2019.

This staff report addresses one of the four final report recommendations – Transfer Americans with Disability Act (ADA) services from the City to LAVTA. disabilities with a sub-recommendation to operate Pleasanton Rides as a senior transportation service for older adults, utilizing a contractor instead of City staff.

Currently, the City of Pleasanton receives transportation funding from MBB and MTC TDA 4.5 funds for both paratransit (senior riders) and ADA services.

Discussion

LAVTA provides ADA transportation services to approximately 316 Pleasanton residents, resulting in roughly 4,802 annual trips. This number is expected to increase over the next few years, rising to 8,239 annual trips in 2024. LAVTA estimates the cost to provide ADA service to Pleasanton residents to be approximately \$330,000 in fiscal year 2022/23, \$412,000 in fiscal year 2023/24, and \$471,000 in fiscal year 2024/25.

In consideration of an equitable revenue sharing option, Nelson Nygaard developed different funding options for the City and LAVTA to consider. Options provided all Pleasanton MTC TDA 4.5 funds and a portion of MBB funds to LAVTA. The suggested revenue sharing arrangement was based upon retaining the Pleasanton Rides program without impact to the general fund, maintaining an adequate MBB reserve fund balance to purchase program vehicles, and providing some City transportation specific funds to LAVTA. City staff evaluated all financial options and proposed a revenue sharing arrangement where LAVTA would receive all the City's MTC TDA 4.5 monies and an increasing share (25% up to 35%) of the City's Measure BB monies.

Fiscal Impact

Estimated Pleasanton Rides Available Funds (prior to revenue sharing)			
	FY 23	FY 24	FY 25
Measure BB	\$542,000	\$569,100	\$597,500
MTC TDA 4.5	\$105,000	\$110,200	\$115,700
Total Available	\$647,000	\$679,300	\$713,300
Estimated Costs for LAVTA			
LAVTA cost to transport Pleasanton ADA residents	\$330,400	\$412,339	\$471,715
Pleasanton revenue share with LAVTA	\$120,250 (50% MTC TDA 4.5 + 12.5%, MBB) (prorated six months)	\$280,980 (100% MTC TDA 4.5 + 30% MBB)	\$324,907 (100% MTC TDA 4.5 + 35% MBB)
Total LAVTA Obligation	(\$210,150)	(\$131,359)	(\$146,808)
Estimated Totals for Pleasanton Rides			
Expense	\$454,000	\$476,000	\$515,000
Revenue	\$526,750 (50% MTC TDA 4.5 + 87.5% MBB) (six months)	\$398,370 (0% MTC TDA 4.5 + 70% MBB)	\$388,411 (0% MTC TDA 4.5 + 65% MBB)

The City of Pleasanton will share the transportation-specific funds with LAVTA:

Fiscal Year 2022/23 (half of a year) – 50% of City MTC TDA 4.5 and 12.5% of MBB funds (12.5% is based upon a full year at 25%) - **\$120,250**

Fiscal Year 2023/24 - 100% of City MTC TDA 4.5 and 30% of MBB funds - **\$280,980**

Fiscal Year 2024/25 - 100% of City MTC TDA 4.5 and 35% of MBB funds - **\$324,907**

The City and LAVTA staff have drafted a MOU (attached) with the proposed end date of June 2025 to allow both the City and LAVTA to assess ridership and cost trends and adjust future MBB funding as needed. MBB funds have historically increased year-to-year but, the increase varies. A more accurate revenue sharing discussion is recommended towards the end of this MOU term.

Recommendation

Staff recommends that the Board of Directors approve Resolution 46-2022 allowing the Executive Director to enter into a Memorandum of Understanding (MOU) with the City of Pleasanton to relinquish their TDA 4.5 funds and a percentage of the ACTC Measure BB funds and to complete the transfer of ADA transportation services from Pleasanton to LAVTA.

Attachments:

1. Resolution 46-2022
2. Draft Memorandum of Understanding

Approved: _____

RESOLUTION 46-2022

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER IN AN MOU WITH THE
CITY OF PLEASANTON TO RECEIVE FUNDING FOR ADA PARATRANSIT
SERVICES FOR PLEASANTON RESIDENTS**

WHEREAS, in 2017 the City of Pleasanton and LAVTA entered into a study to determine the best manor to provide service to mutual customers; and

WHEREAS, the final report from the study was adopted by both the LAVTA Board of Directors and Pleasanton's City Council in 2019; and

WHEREAS, the study found that LAVTA and the City of Pleasanton have provided duplicate American with Disabilities Act (ADA) services; and

WHEREAS, one of the recommendations of the study was to transfer ADA services from the City of Pleasanton to LAVTA; and

WHEREAS, the City of Pleasanton wishes to implement this recommendation and to share the costs of current and future Pleasanton ADA trips;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority to accept the funding for the services from the City of Pleasanton; and

BE IT FURTHER RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority to authorize the Executive Director to enter into an MOU with the City of Pleasanton, in a form approved by Legal Counsel; and

PASSED AND ADOPTED this 5th day of December 2022.

David Haubert, Chair

Attest:

Christy Wegener, Executive Director

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF PLEASANTON AND THE
LIVERMORE-AMADOR VALLEY TRANSIT AUTHORITY
TO RELINQUISH METROPOLITAN TRANSPORTATION COMMISSION –
TRANSPORTATION DEVELOPMENT ACT 4.5 FUNDS AND TO ALLOCATE AN
ANNUAL PERCENTAGE OF CITY OF PLEASANTON ALAMEDA
TRANSPORTATION COMMISSION – MEASURE BB FUNDS IN ORDER TO
TRANSFER THE OPERATION OF ADA TRANSPORTATION SERVICES FROM
PLEASANTON TO LAVTA**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into between the CITY OF PLEASANTON, a municipal corporation ("City"), and the Livermore-Amador Valley Transit Authority (“LAVTA”), each also individually referred to as "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS, City is dedicated to providing efficient and responsive senior citizen transportation for Pleasanton residents 70 and older through the Pleasanton Rides Program; and

WHEREAS, LAVTA provides equal access to a variety of safe, affordable and reliable public transportation choices, increasing the mobility and improving the quality of life of those who use their services; and

WHEREAS, LAVTA is the local mandated Americans with Disability Act (ADA) transportation provider; and

WHEREAS, City has provided duplicative ADA transportation services for Pleasanton residents and will no longer provide said services; and

WHEREAS, City agrees to relinquish its Metropolitan Transportation Commission – Transportation Development Act 4.5 funds for LAVTA to claim, and City agrees to provide a percentage of its Alameda Transportation Commission – Measure BB funds as described below; and

WHEREAS, LAVTA agrees to take over the operation of all ADA transportation services for Pleasanton residents; and

NOW, THEREFORE, the Parties agree as follows:

1. Cost sharing to off-set current and future Pleasanton ADA certified trips. City will provide LAVTA with the following funding allocation:

- a. City will relinquish its annual Metropolitan Transportation Commission – Transportation Development Act 4.5 fund allocation. LAVTA will need to request said funds to be directly allocated to LAVTA. For Fiscal Year 2022/23 City will relinquish 50% of its allocation, reflecting a January 1, 2023 effective date.
- b. City will complete an annual fund transfer, during the month of June, of its Alameda County Transportation Commission – Measure BB funds.
- c. City Measure BB fund allocations to be transferred with the following percentages:
 - i. Fiscal Year 2022/23 (half year allocation, January 1 to June 30) – 25%
 - ii. Fiscal Year 2023/24 – 30%
 - iii. Fiscal Year 2024/25 – 35%

2. **Requirements.** LAVTA must transport all Pleasanton residents that qualify for transportation services under the Americans with Disability Act. Said transportation services must start January 1, 2023 and continue through June 30, 2025. To secure these funds LAVTA must:

- a. Apply to the Metropolitan Transportation Commission to acquire the City of Pleasanton relinquished allocation of MTC TDA 4.5 funds.
- b. Invoice the City for the LAVTA portion of Measure BB funds. Invoices must be submitted by May 30 of each year, up to and including May 30, 2025. Invoice amount must equal the amount described in Section 1.c. City will pay invoice within 30 days or receipt of invoice. LAVTA shall send invoice to:

City of Pleasanton
 123 Main Street
 Pleasanton, CA 94566
 Attn: Finance Department

3. **Term.** The term of this MOU begins on the date of the last signature below and ends June 30, 2025.

4. **Amendment.** This MOU may only be amended in writing and signed by both Parties.

5. **Notice.** Any notice required to be given by this MOU will be sufficient if hand delivered mailed or sent prepaid by commercial overnight delivery services as follows or to such other addresses as the affected Parties will specify in writing.

To City:

City of Pleasanton
123 Main Street
Pleasanton, CA 94566

Attn: City Manager Attn: Interim Executive Director & Director of Finance

To District:

Livermore-Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551

6. Electronic Signatures. This MOU may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7.3_Attach 2 SR-Funding Agreement with the City of Pleasanton for ADA services

CITY OF PLEASANTON**LIVERMORE-AMADOR VALLEY TRANSIT
AUTHORITY**

Gerry Beaudin, City Manager

Christy Wegener, Executive Director

Dated: _____

Dated: _____

ATTEST:

Jocelyn Kwong, City Clerk

Jennifer Suda, Executive Assistant

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

**FIRST AMENDMENT
TO
MEMORANDUM OF UNDERSTANDING BETWEEN LIVERMORE AMADOR
VALLEY TRANSIT AUTHORITY
AND CITY OF PLEASANTON**

THIS FIRST AMENDMENT to the Memorandum of Understanding to Relinquish Metropolitan Transportation Commission (“MTC”) – Transportation Development Act (“TDA”) 4.5 Funds and to Allocate an Annual Percentage of City of Pleasanton Alameda Transportation Commission (ATC) – Measure BB Funds in Order to Transfer the Operation of ADA Transportation Services From Pleasanton To LAVTA dated December 5, 2022 (“Agreement”) by and between the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint exercise of powers agency established pursuant to California law, hereinafter referred to as "LAVTA," and the City of Pleasanton, hereinafter referred to as “City,” is made and entered into on **(Effective Date)**.

WITNESSETH

WHEREAS, on December 5, 2022, LAVTA and the City entered into the Agreement for the City to relinquish their MTC TDA 4.5 funds and to allocate an annual percentage of their ATC Measure BB funds in order to transfer the operation of ADA services to LAVTA; and

WHEREAS, in accordance with Section 4 of the Agreement, LAVTA and the City desire to extend the term through June 30, 2027 and update funding allocation to account for the extended term.

IT IS HEREBY AGREED, by the Parties that the Agreement is revised and amended as follows:

- 1. COST SHARING (MTC – TDA 4.5 Fund Allocation):** Section 1.a is hereby deleted and replaced in its entirety with the following:

City will relinquish its annual Metropolitan Transportation Commission – Transportation Development Act 4.5 fund allocation. LAVTA will need to request said funds to be directly allocated to LAVTA.

- 2. COST SHARING (Measure BB Fund Allocation):** Section 1.c is hereby deleted and replaced in its entirety with the following:

City Measure BB fund allocations to be transferred with the following percentages:

- i. Fiscal Year 2025/26 - 35%
- ii. Fiscal Year 2026/27 - 35%

- 3. REQUIREMENTS:** Section 2. Requirements is hereby deleted and replaced in its entirety with the following:

LAVTA must transport all Pleasanton residents that qualify for transportation services under the Americans with Disability Act. Said transportation services continue through June 30, 2027. To secure these funds LAVTA must:

- a.** Apply to the Metropolitan Transportation Commission to acquire the City's relinquished allocation of MTC TDA 4.5 funds.
- b.** Invoice the City for the LAVTA portion of Measure BB funds. Invoices must be submitted by August 30 of each year, up to and including August 30, 2027. Invoice amount must equal the amount described in Section 1.c. City will pay invoice within 30 days or receipt of invoice. LAVTA shall send invoice to:

City of Pleasanton
123 Main Street
Pleasanton, CA 94566
Attn: Finance Department

- 4. TERM.** Section 3. Term is hereby deleted and replaced in its entirety with the following:

The term of this MOU begins on December 5, 2022 and ends June 30, 2027.

- 5. EFFECT.** Except as and solely to the extent amended by this First Amendment, the Agreement will continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed by and through their respective officers on Effective Date.

CITY OF PLEASANTON

**LIVERMORE-AMADOR VALLEY TRANSIT
AUTHORITY**

Gerry Beaudin, City Manager

Christy Wegener, Executive Director

Dated: _____

Dated: _____

ATTEST:

Jocelyn Kwong, City Clerk

Lynn Domagas, Executive Assistant

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

Michael Conneran, Legal Counsel

AGENDA

ITEM 8

STAFF REPORT

SUBJECT: Amendment to Lease Agreement with T-Mobile West Tower LLC for Cell-Site at LAVTA Administration and Maintenance Facility

FROM: Mike Tobin, Director of Operations & Planning

DATE: May 27, 2025

Action Requested

Staff requests that the F&A committee recommend that the Board review and approve the proposed amendment to the Lease Agreement between LAVTA and T-Mobile West Tower LLC, providing for T-Mobile's continued use of space at the LAVTA Operations and Maintenance Facility for a telecommunications cell-site.

Background

In 2006, LAVTA received a proposal from T-Mobile to install a cell tower at its Rutan Court facility. In May 2007, the Livermore City Planning Commission approved the construction of a 40-foot telecommunications facility, and the LAVTA Board approved the installation and lease in September 2007.

The original lease commenced on March 26, 2008, with an initial five-year term expiring March 25, 2013. The agreement included three five-year extension options, all of which were exercised by the lessee. The final extension is currently set to expire on March 25, 2028.

In late 2023, Crown Castle—representing T-Mobile—approached LAVTA with a request to expand the cellular equipment on-site, which would have increased the carrier's footprint and rent. After evaluating the proposal, LAVTA staff declined the expansion request but used the opportunity to initiate a conversation about extending the current lease and potentially revising the terms and conditions of the lease agreement.

Discussion

Following extended negotiations with Crown Castle, staff reached agreement on terms for an amended lease that provides long-term certainty while preserving favorable financial conditions for LAVTA. The key terms of the proposed amendment are as follows:

- Term Extension: The lease will be extended for four (4) additional five-year terms, resulting in a new final expiration date of March 25, 2048.

- Annual Rent Escalation: The lease will maintain the existing 5% annual rent escalation, which is favorable compared to industry norms and will help ensure lease payments remain aligned with market trends over time.
- Current Rent: The current base rental rate will remain unchanged, with the existing 5% annual escalation continuing to apply throughout the lease term.
- Administrative Fee: T-Mobile will pay LAVTA a one-time administrative fee of \$4,000 to cover legal and administrative costs associated with processing the lease amendment.

Staff believes that this amendment preserves a steady and growing revenue stream for LAVTA while avoiding operational disruption or the need to market the site to a new tenant when the current lease expires.

Budget Considerations

Currently, LAVTA receives \$3,929.18 per month in rentals fees from T-Mobile. Any revenue generated from this lease agreement will be included in all future operating budgets.

Next Steps

Based on a favorable review from LAVTA's Legal Counsel, Staff, and the F&A Committee, and provided the LAVTA Board approves, LAVTA's Executive Director will finalize and execute the Lease with T-Mobile.

Recommendation

Staff requests that the F&A committee recommend that the Board of Directors review and approve the proposed amendment to the Lease Agreement between LAVTA and T-Mobile West Tower LLC for continued use of space at the LAVTA Operations and Maintenance Facility for a telecommunications cell-site.

Attachments:

1. Existing Lease Agreement
2. Proposed Draft Amendment

LEASE

Dated as of September 10, 2007

Between

LIVERMORE-AMADOR VALLEY TRANSIT AUTHORITY
a joint powers authority

and

OMNIPOINT COMMUNICATIONS, INC.
a Delaware Corporation

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LEASE

PREAMBLE

THIS LEASE ("Lease"), dated as of September 10, 2007 is made by and between the Livermore Amador Valley Transit Authority, a joint powers authority ("Authority") and Omnipoint Communications, Inc., a Delaware corporation, d/b/a T-Mobile ("Lessee").

RECITALS

A. Authority, a public agency, is the owner of certain real property situated in Alameda County, State of California, located at 1362 Rutan Court, Suite 100, Livermore, CA and commonly known as the Headquarters Site (hereinafter referred to as the "Site"). A legal description of the Site is contained in Exhibit A to this Lease.

B. Lessee is a corporation organized under the laws of the State of Delaware whose principal business is to provide wireless personal communications service.

C. Lessee desires use of a portion of the Site for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a wireless facility including, without limitation, related antenna equipment and fixtures.

D. Authority is willing to permit Lessee to lease a portion of the Site in accordance with the terms, conditions and covenants of this Lease, and subject to all ordinances and use permit conditions, and regulating rules and laws of any competent authority having jurisdiction over matters pertaining to the subject matter of this Lease.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. PREMISES.

Authority hereby leases to Lessee and Lessee leases from Authority for the term, at the rental, and upon all of the conditions set forth herein, that certain real property at Authority's Site, in Livermore, California, consisting of approximately one hundred eighty five (185) square feet of ground space upon which Lessee shall install a wireless facility, all as more particularly shown and described in the project plans approved pursuant to the terms and conditions of this Lease, which are attached hereto and incorporated herein by this reference as Exhibit B (hereinafter referred to as the "Premises"), together with a non-exclusive license for access thereto, as shown on Exhibit B attached hereto. The layout and arrangement of the Premises, which may be used for location and reference purposes, is contained in Exhibit B to this Lease. No other facilities or improvements of any kind shall be placed upon the Premises without Authority's prior written consent. After construction, the approved "as built" record improvement plans shall be substituted for the originally approved plans to reflect any changes approved by Authority during construction. Pursuant to the terms and conditions of this Lease, Lessee may conduct such surveys, structural strength analysis, subsurface boring tests, and other activities of a similar nature as Lessee may deem necessary, at the sole cost of Lessee, subject to reasonable limitations as may be determined by Authority due to presence of or effect on Authority infrastructure or facilities on the Site.

Section 2. TERM.

The term of this Lease shall be for a period of five (5) years commencing on the Commencement Date as established by Section 3 ("Initial Term"). If Lessee has complied with all terms and conditions of the Lease at the end of each lease term and is not in default under the Lease, Authority shall grant Lessee the right and option ("Renewal Option") to extend the term

of this Lease for three (3) additional five (5) year terms ("Renewal Terms"). Lessee shall exercise the Renewal Option, if at all, by giving written notice to Authority of Lessee's election to extend the term no later than ninety (90) days prior to the expiration of the Initial Term or a then-current Renewal Term, whichever is applicable. All terms, conditions and requirements of this Lease shall continue in effect during the Renewal Terms. The initial rent for each Renewal Term shall be the rent applicable to the last year of the preceding term increased by the applicable annual CPI increase as set forth in Section 3.

Section 3. RENTAL.

Lessee shall pay to Authority as rent for the Premises in advance on the first day of each calendar month of the term of this Lease without deduction, offset, prior notice or demand, in lawful money of the United States, the sum of Eighteen Hundred dollars (\$ 1,800.00) per month. The initial term of this Lease shall commence on the thirtieth (30th) day following Lessee's notice to Authority in writing that Lessee has obtained all permits and approvals necessary for Lessee to be legally entitled to construct a facility for providing wireless telecommunications service at the Premises, or six (6) months from the date this Lease is executed, whichever occurs first (the "Commencement Date"). Lessee shall exercise best efforts to obtain all necessary approvals at the earliest practicable date following execution of the Lease. If the Commencement Date is not the first day of the month, or if the Lease termination date is not the last day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional portion of that month during which the Lease commences and/or terminates.

During the entire term of this Lease, including any Renewal Term if any Renewal Option is exercised, the rental charge shall be increased annually by an amount equal to five percent (5%) of the rental charge in effect for the prior year.

Lessee also shall reimburse Authority any and all costs incurred by Authority as a result of the negotiation, preparation, execution and delivery of this Lease, including but not limited to engineering and attorney's fees, and administrative costs ("Transactional Costs") up to the maximum sum of Three Thousand Dollars (\$3,000). Authority shall furnish Lessee with a reasonably detailed invoice reflecting the Transactional Costs due and owing hereunder and Lessee shall tender full payment to Authority of said costs within thirty (30) days from the date of the invoice.

Section 4. USE.

4.01 Permitted Uses. Lessee shall use the Premises for the installation, removal, replacement, operation, maintenance and use of a wireless facility, consisting of the equipment, improvements, and specific facilities together with the utilities, cables and wires reasonably needed to support the operation of the foregoing facilities (collectively, "Wireless Facility"), as more particularly specified in Section 1 and depicted in Exhibit B. Lessee shall use the Premises for purposes related to wireless telecommunications only and shall not use the Premises for any other purpose without the written consent of Authority.

The installation of the above-referenced facilities, equipment and improvements shall be subject to the reviews, approvals and requirements set forth in Section 5.05. Lessee shall be solely responsible for any and all costs associated with installation, maintenance and use of any improvements, equipment and facilities on the Premises.

Authority grants Lessee reasonable vehicular and foot access to and around the Premises by means of the existing gates and roads on the Site and such access shall be available on a security basis to Lessee, Lessee's employees and invitees, all hours of each day of the week, all days of the year.

Lessee agrees that for access during regular hours and non-emergencies, Lessee or Lessee's representative shall give the Authority twenty-four (24) hours prior notice before entering the Site. For after-hours requests, Lessee's employees or agents can check in at the Dispatch Station, located at the Site, Suite 200.

A company I.D. badge or a letter on company letterhead authorizing a specific individual or individuals from Lessee must be shown to the staff member or dispatch in order to enter the Site.

Lessee understands that this is a non-exclusive lease and that Authority may enter into leases with other communications companies to use the Site, provided, however, that Lessee's use of its Premises shall be exclusive and Authority may not grant a lease that would interfere with Lessee's use and operation of the Wireless Facility.

Lessee shall provide for the maintenance of all landscaping by Lessee as may be required as a condition of the any Use Permit issued by the Authority.

4.02 Prohibited Uses. Lessee understands that under the terms of Authority's leases with other communications companies using the Site, Authority may not grant a lease that will result in interference with the operations of other companies' communications systems. Lessee shall be prohibited from any use that interferes with or in any way disturbs the operation of Authority's other existing leases at the Site and this Lease is conditioned upon not causing interference. In the event that Lessee causes such interference and it is not promptly resolved between other lessees and Lessee, by the Federal Communications Commission, or by any other applicable governmental agency, this Lease shall thereupon terminate. As a condition precedent to the effectiveness of this Lease, Lessee shall affirm to Authority in writing that there will be no such interference.

4.03 Interference. Lessee's Wireless Facility shall not disturb the facilities which are owned and used by Authority and/or any of Authority's other existing lessees' communications facilities, regardless of their location, on the Commencement Date ("Pre-existing Facilities and Equipment"). Lessee's Wireless Facility shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). This Lease is expressly conditioned upon Lessee's Wireless Facility not causing such interference. In the event that Lessee causes such interference and it is not promptly resolved between other lessees and Lessee, by the FCC, or by any other applicable governmental agency, this Lease shall thereupon terminate upon written notice to Authority. As a condition precedent to the effectiveness of this Lease, Lessee shall affirm to Authority in writing that there will be no such interference. Lessee agrees to cooperate with Authority, at no cost to Lessee, in accommodating other wireless, broadband or communications facilities on Authority's Property, so long as such other wireless facilities do not materially interfere with Lessee's use of its equipment.

Authority agrees that it will not grant a future lease, license, or other rights to any party to use any portion of the Premises in a way which materially interferes with the communications operation of Lessee described in Section 4.01 above. Such interference with Lessee's communications operation shall be deemed a material breach by Authority, and Authority shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore, Lessee shall have the right to bring action to enjoin such interference or to terminate the Lease upon thirty (30) days' written notice upon notice to Authority. Notwithstanding the foregoing, Pre-existing Facilities and Equipment operating in the same manner as on the Commencement Date shall not be deemed interference.

4.04 Approval by the Authority and Other Agencies. As a condition precedent to Authority's obligation to tender the Premises to Lessee, Lessee shall obtain the prior approval of the Authority and such other governmental agencies and bodies that may have jurisdiction over use of the Premises by Lessee to make the improvements specified in Section 4.01 and to conduct the activities permitted under this Lease. Prior to use of the Premises, Lessee shall obtain all required permits, licenses and approvals from the Authority and any other governmental agencies having jurisdiction over Lessee's use of the Premises. As a condition of this Lease, Lessee shall maintain such permits, licenses and approvals in force throughout the term of this Lease, including any Renewal Term in the event the Lease is extended. Lessee shall be solely responsible for conducting any environmental review required to be undertaken in association with Lessee's use of the Premises and for any and all costs associated therewith, as well as any and all fees, charges, or other expenses that may be imposed by the Authority or other regulatory agencies in connection with Lessee's use or enjoyment of the Premises prior to the Lease commencement or at any time during the term of the Lease.

Authority agrees to fully cooperate with Lessee in obtaining the local permits and without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with local permits.

4.05 Compliance with Laws. Authority represents that the Site described on Exhibit A and Authority's improvements thereon, to the best of its knowledge, are and shall remain in substantial compliance with building, fire/safety, disability, and other laws, codes, and regulations of applicable governmental authorities. Lessee shall not do or permit anything to be done in, on or about the Premises, or bring or keep anything in, on or about the Premises, which

will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated by any public authority.

4.06 Condition, Use and Zoning of Premises. Authority makes no warranty or representation of any kind concerning the condition of the Premises, or the fitness of the Premises for the use intended by Lessee, or of the applicable zoning regulations to Lessee's proposed use thereof, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties that Lessee has personally inspected the Premises, knows its condition, finds it fit for Lessee's intended use, accepts it as is, and has ascertained that it can be used for the purposes specified in Section 4.01.

Section 5. MAINTENANCE, REPAIRS, AND ALTERATIONS.

Lessee shall keep in good order, condition and repair the Premises, and the improvements, facilities, and equipment placed on the Premises by Lessee, and every part thereof at Lessee's sole expense. Lessee shall keep the Premises clean and free of debris.

Authority shall have the right to require Lessee to relocate the Lessee's Wireless Facility during any Renewal Term and any subsequent extension of the Term of this Lease upon not less than twelve (12) months' prior written notice to Lessee, in the event Authority requires the Premises for any Authority use. All costs and expenses of such relocation shall be borne by Lessee. If Authority requires Lessee to relocate during the Initial Term (the first five (5) years) of this Lease, Authority shall pay all costs of such relocation. In the event Lessee is unable to relocate to the new premises due to technological constraints, Authority shall have the right to terminate this Lease upon not less than twelve (12) months' prior written notice. In no event shall Authority be allowed to relocate Lessee in order to accommodate a competitor of Lessee to locate upon the Premises.

5.01 Surrender. On the last day of the term hereof, or upon any prior termination, Lessee shall surrender the Premises, excluding all improvements made thereto by Lessee, to Authority in the same condition as near as practical as when received by Lessee, ordinary wear and tear excepted, clean and free of debris. Lessee shall remove all structures, buildings, antennas, and any other facilities, equipment or improvements that Lessee places upon the Premises, shall repair any damage to the Premises occasioned by the installation, maintenance or removal of Lessee's improvements, fixtures, furnishings and equipment and shall restore the Premises to the same condition as when Lessee received the Premises from Authority, reasonable wear and tear excepted. Lessee has the right to remove all of its facilities at its expense on or before the termination of this Lease, subject to Lessee's obligation to restore the Premises as provided herein.

5.02 Authority's Rights. If Lessee fails to perform Lessee's obligations under this Section 5 or under any other Section of this Lease, Authority may at its option (but shall not be required to) enter upon the Premises after prior notice to Lessee and the expiration of any applicable cure period provided for in this Lease (except in the case of an emergency, in which case no prior notice shall be required), to perform such obligations on Lessee's behalf and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall become due and payable as additional rental to Authority together with Lessee's next rental installment.

5.03 Authority's Obligations. Authority shall have no obligation to repair and maintain either the Premises or the improvements thereto and facilities placed thereon. Lessee expressly waives the benefit of any statute now or hereafter in effect which would otherwise

afford Lessee the right to make repairs at Authority's expense or to terminate this Lease because of Authority's failure to keep the Premises in good order, condition and repair.

5.04 Security Measures. Authority has no obligation to provide any security measures at the Site other than those Authority in its discretion determines are needed for its own facilities. Lessee may provide reasonable security measures for its facilities provided that such measures shall not limit Authority's or Authority's tenants' use of the Site in any way. Lessee shall obtain prior approval before installing or implementing any security system, device, operation or plan to protect Lessee's Premises or Authority's adjacent property. Lessee shall bear all costs of security measures upgrades mandated by federal, state or local law or regulations for wireless communications facilities. It shall be Lessee's exclusive obligation to determine the scope of such security measures obligations and District assumes no responsibility therefore.

5.05 Improvements.

(a) Lessee, at its sole cost and expense, may make alterations, improvements, or utility installations (including, but not limited to, the installation of emergency power generators) (hereinafter collectively referred to as "Improvements") to or on the Premises that are necessary for the conduct of the permitted uses of the Premises, subject to the prior written approval of Authority, which approval shall not be unreasonably withheld, conditioned or delayed, and, if necessary, all other governmental agencies, including the Authority, which have jurisdiction over the use of the Premises by Lessee. In order to obtain Authority's prior written approval for any Improvement, Lessee shall submit maps and drawings or renderings of any proposed Improvement to Authority, sufficiently detailed to enable Authority to make an informed judgment about any proposed Improvement. Should Lessee make any Improvements

without the prior approval of Authority, Authority may require that Lessee remove any or all of the same at Lessee's sole cost and expense. Normal maintenance, replacements, and upgrades that do not change the physical appearance of the Premises will not be subject to the prior approval of Authority.

(b) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys and other reasonably necessary and non-destructive tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Wireless Facility and for the purpose of preparing for the construction of Lessee's Wireless Facility. During any Tests or pre-construction work, Lessee will have insurance as set forth in this lease in Section 5.05 (e) (4) and Section 6. Lessee will notify Authority of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Authority. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Authority and the Lease will terminate. Lessee will repair any damage caused by its Tests.

(c) Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Lessee shall give Authority no less than ten (10) days' notice prior to the commencement of any work on the Premises, and Authority shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Lessee, in good faith, contests the validity of any such lien, claim or demand, then Lessee shall, at its sole expense, defend itself

and Authority against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Authority or the Premises.

If Authority shall require, Lessee shall furnish to Authority a surety satisfactory to Authority in an amount equal to such contested lien, claim or demand indemnifying Authority against liability for the same and holding the Premises free from the effect of such lien or claim. In addition, Authority may require Lessee to pay Authority's attorney's fees and costs reasonably and necessarily incurred in participating in such action.

(d) Except for Lessee's equipment and other real or personal property that constitute the wireless facility, any alterations, improvements or utility installations, which may be made on the Premises by Lessee by mutual written agreement of Authority and Lessee at any time, shall, upon Authority's option, remain the property of Authority at the end of the term. Authority hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Lessee's antenna facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Authority gives Lessee and Secured Parties (defined below) the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Secured Parties' sole discretion and without Authority's consent.

(e) Before the construction of any Improvements are commenced on the Premises and before any building materials have been delivered to the Premises by Lessee or agents under Lessee's authority, Lessee shall comply with the following conditions or obtain Authority's written waiver of the following conditions:

(1) Visual and Environmental Impact. Lessee shall use its best efforts to make any Improvements on the Premises aesthetically pleasing and environmentally

neutral. Notwithstanding the foregoing, Authority reserves the right to require that reasonable measures be undertaken to improve the visual or environmental impact of any proposed improvement or alterations of the Premises.

(2) Construction Schedule. Lessee shall deliver to Authority for Authority's approval a time schedule setting forth in detail a description of the Improvements and all steps for construction of the Improvements, and Lessee's best estimate of the date upon which each step shall be substantially completed. Authority's approval (which shall not be unreasonably withheld or delayed) or disapproval of the schedule shall be communicated to Lessee in the manner provided for the giving of notice herein and any disapproval shall be accompanied by a specification of the grounds for disapproval.

(3) Protection of Adjacent Property, Indemnity of Authority. Lessee shall protect the Site against damage resulting from the performance of any work undertaken by Lessee or Lessee's agents, employees, contractors or assigns, and shall indemnify Authority against all liens or liability in any way arising out of the performance of the work or the furnishing of labor, services, materials, supplies, equipment or power in connection therewith, except to the extent such liability results from Authority's negligence or willful misconduct.

(4) Insurance. In addition to the insurance coverage otherwise required under this Lease, Lessee shall maintain or cause to be maintained workers' compensation insurance covering all persons employed in connection with the construction of any Improvements, repair or maintenance activities with respect to whom death or injury claims could be asserted against Authority, Lessee, or the Premises. Authority may require that any third parties performing work on the Premises maintain such workers' compensation insurance

as well. Such insurance shall be maintained at Lessee's sole cost and expense at all times when any work is in process and shall otherwise conform to the requirements of this Lease for insurance.

(5) Notice of Completion. Immediately upon substantial completion of any improvement, Lessee shall prepare and provide Authority with a notice of completion suitable for recordation in the official records of the County of San Mateo. Authority, at its option, may elect to record said notice.

(6) Notice of Changes in Plans. On completion of any Improvement, Lessee shall give Authority notice of all changes in plans and specifications made during the course of the work and shall at the same time deliver to Authority "as built" drawings accurately reflecting all such changes; provided, no change that substantially alters the final plans last approved by Authority shall be made without Authority's prior written approval, which shall not be unreasonably withheld.

Section 6. INDEMNITY AND INSURANCE.

6.01 Indemnity. This Lease is made upon the express condition that Lessee shall indemnify, keep and save harmless Authority, and its directors, officers, agents and employees against any and all suits, claims or actions ("Claims") arising out of any injury or injuries to, or death or deaths of, persons or damage to property that may occur, or that may be alleged to have occurred from any cause or causes whatsoever, in any way connected with Lessee's use or occupancy of the Premises during the term of this Lease, or any holdover tenancy thereof, except where caused by the negligence or willful misconduct of Authority, its employees, contractors or agents. Lessee further agrees to defend any and all such actions, suits or claims and pay all reasonable charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the

Authority or any of the other individuals enumerated above in any such action, Lessee shall, at its expense, satisfy and discharge the same.

6.02 Insurance.

(a) Workers' Compensation. Lessee shall procure and maintain at all times during the term of this Lease and any holdover tenancy thereof Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employer's Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Upon commencement of the term of the Lease, Lessee shall deliver to Authority a Certificate of Insurance, which shall stipulate that thirty (30) days' advance written notice of cancellation or material change shall be given to Authority.

(b) Bodily Injury, Death and Property Damage Liability Insurance. Lessee shall also procure and maintain at all times during the term of this Lease and any holdover tenancy thereof comprehensive broad form Commercial General Liability Insurance (including automobile operation) covering Lessee and Authority for any liability arising out of the use of, or occurring in, on, or about the Premises. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed, on or off the Premises, used by or on behalf of Lessee during the term of this Lease or holdover tenancy thereof. The policy(ies) shall be subject to a limit for each occurrence of Five Million Dollars (\$5,000,000) naming as an additional insured, in connection with Lessee's activities, Authority, its directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is/are Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering Authority.

(1) Inclusion of Authority as an additional insured shall not in any way affect its rights with respect to any claim, demand, suit or judgment made, brought or recovered against Lessee. Said policy shall protect Lessee and Authority in the same manner as though a separate policy had been issued to each; but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

(2) Upon commencement of the term of the Lease, Lessee shall deliver to Authority a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation or material change shall be given to Authority.

(3) Fire and Extended Coverage Insurance. Lessee shall maintain a policy of standard fire and extended coverage insurance on its Improvements to the Premises.

Section 7. DAMAGE, DESTRUCTION, AND TERMINATION.

7.01 Definitions.

(a) "Premises Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the then replacement cost of the Premises.

(b) "Premises Total Destruction" shall mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the then replacement cost of the Premises.

7.02 Partial Damage. If during the term of this Lease there is Premises Partial Damage, unless caused by negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Authority may at Authority's option either (1) repair such

damage, but not Lessee's fixtures, equipment, alterations, additions, and improvements, as soon as reasonably possible at Authority's expense, in which event this Lease shall continue in full force and effect, or (2) give written notice to Lessee within thirty (30) days after the day of occurrence of such damage or Authority's election to terminate the Lease. In the event Authority elects to repair such damage, and such repairs are estimated to require more than one hundred eighty (180) days to complete, Lessee shall have the option to terminate the Lease upon written notice to Authority. In the event Authority elects to give notice of Authority's intention to cancel and terminate this Lease, Lessee shall have the right within twenty (20) days after the receipt of such notice to give immediate written notice to Authority of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Authority, in which event this Lease shall continue in full force and effect, and Lessee shall proceed to make such repairs as soon as reasonably possible. All repairs shall be made in accordance with Authority standards and subject to approval by Authority. If Lessee does not give such notice within such twenty (20) day period this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

7.03 Total Destruction. If during the term of this Lease there is Premises Total Destruction (including destruction required by any authorized public authority), this Lease shall automatically terminate as of the date of such total destruction.

7.04 Temporary Facilities. Authority acknowledges and agrees that it is necessary that Lessee maintain continuous operation on the Premises during the term of this Lease. Therefore, in the event of Premises Partial Damage which renders Lessee's Wireless Facility inoperable or unusable and the Lease is continued pursuant to Section 7.02, Lessee, as hereinafter provided, shall have the right (subject to Authority's approval, which shall not be

unreasonably withheld, and any requirement of law or governmental authority and any applicable covenants, conditions and restrictions) to construct or install temporary facilities, including temporary or replacement antenna, if necessary, in or about the Premises or the Site, in such locations as may be reasonably acceptable to Authority and in a manner which will not interfere with any repair or reconstruction efforts, in order to continue operation. Authority shall allow Lessee to install such additional equipment and fixtures, including replacement antenna, cables and wires, and shall permit Lessee such access, repair and maintenance rights as may be necessary to allow Lessee to operate and maintain such temporary facilities until the Premises have been sufficiently repaired to permit Lessee to use the Premises, or until a substitute permanent location acceptable to Authority and Lessee has been agreed upon, and construction of such substitute permanent facility has been completed.

7.05 Abatement of Rent: Lessee's Remedies. In the event of damage described in Section 7.01(b) and Authority or Lessee repairs or restores the Premises pursuant to the provisions of this Section 7, the rent payable hereunder for the period in which such damage, repair or restoration continues shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired. Except for abatement of rent, if any, or as otherwise provided in this Lease, Lessee shall have no claim against Authority for any damage suffered by reason of any such damage, destruction, repair or restoration.

7.06 Lessee's Right to Terminate. Lessee shall have the right to terminate this Lease should one of the following events occur:

(a) The approval of any agency, board, court or other governmental authority necessary for either the construction or operation of this Wireless Facility cannot be

obtained, or said approval is revoked, or Lessee determines the cost of obtaining such approval is prohibitive; or

(b) Lessee determines that the Premises is not appropriate for its Wireless Facility for technological reasons, including, but not limited to, signal interference.

(c) Lessee will give Authority no less than thirty (30) days' written notice of termination of this Lease under the terms of this Section. Upon termination, Lessee shall remove all of Lessee's communication equipment from the Premises and shall restore the Premises to its original condition except for normal wear and tear, and Authority and Lessee shall be relieved of any further obligation under this Lease, with the exception that Lessee shall be obligated to pay any rent and the Transactional Costs, if any, as specified in Section 3, accruing prior to the date of termination of this Lease.

7.07 Authority's Right to Terminate. After the commencement of the second five-year Renewal Term (ten (10) years after the Commencement Date), Authority may terminate this Lease upon 365 days' written notice to Lessee.

7.08 Waiver. Authority and Lessee waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

7.09 Condemnation. If a condemning authority takes all of the Premises, or a portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of the Lessee's Wireless Facility, moving expenses, prepaid rent, business dislocation

expenses and any other amounts recoverable under condemnation law except for amounts pertaining to Authority's ownership in the Premises). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

Section 8. TAXES.

Pursuant to California Revenue and Taxation Code Section 107.6, Lessee is hereby notified of its obligation to pay all property taxes levied on Lessee's interests in property created by the Lease, including real property, personal property and possessory interest taxes. Moreover, it shall be Lessee's exclusive obligation to determine the scope of its tax obligations created by the Lease, and Authority assumes no responsibility therefore. Lessee also bears responsibility for paying all fees and assessments (general and special) generated by the Lease, and Authority assumes no responsibility therefore.

Section 9. UTILITIES.

Lessee shall have the right to install utilities, at Lessee's expense, on or near the Premises (including, but not limited to the installation of emergency back-up power) in accordance with the plans approved in advance by Authority. Subject to Authority's approval of the location, which approval shall not be unreasonably withheld, delayed or conditioned, Lessee, at Lessee's sole cost, shall have the right to place utilities on (or to bring utilities across) Authority's Property in order to service the Premises and Lessee's Wireless Facility. If Lessee elects to use a gasoline or diesel generator for emergency power, the installation and maintenance of the generator and fuel storage tank shall comply with all zoning, safety, and environmental laws and regulations now in effect or which may hereafter be enacted. Lessee shall pay for all water, gas, heat, light, power and telephone and other utilities and services

supplied to the Premises, together with any taxes thereon. Authority's approval of this Lease does not constitute any zoning or land use approval, which Lessee must obtain separately.

Section 10. ENVIRONMENTAL

Lessee agrees that it will not use, generate, store or dispose of Hazardous Materials (as defined below) on, under, about or within the Premises. Notwithstanding the above, Lessee may use and store batteries and fuel for a generator, provided that batteries and fuel are used in compliance with all applicable federal, state and local laws. Authority represents that, to the knowledge of its General Manager, without the duty of further investigation or inquiry, it has no actual knowledge of any Hazardous Material on or under the Premises that are identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Material"). Lessee is hereby on notice that Authority maintains at least one underground storage tank at the Site for purposes of refueling its transit vehicles. Prior to entering into this Lease, Lessee is encouraged to satisfy itself that the Premises are free of any contamination from Hazardous Materials.

Section 11. SIGNS.

Lessee shall not place any signs upon the Premises, except such signs as may be required by federal, state or local safety regulations, and the location and size of such signs shall be subject to the reasonable review and approval of Authority.

Section 12. ASSIGNMENT.

12.01 Authority's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises without Authority's prior written consent, which consent shall not be unreasonably withheld. Authority shall respond to Lessee's request for

consent thereunder in a timely manner and any attempted assignment, transfer, mortgage or encumbrance without such consent shall be void, and shall constitute a breach of this Lease.

Notwithstanding the foregoing, Lessee shall have the right to assign this Lease without Authority's consent (i) to any entity which controls, is controlled by, or is under common control with Lessee; (ii) to any entity resulting from merger or consolidation with Lessee; (iii) to any partnership in which Lessee, the general partner of Lessee, or any entity which controls, is controlled by, or is under common control with the general partner of Lessee, is a general partner; or (iv) to any person or entity which acquires substantially all of Lessee's assets, provided that such assignee: (1) has a net worth of not less than ten million dollars (\$10,000,000) and (2) assumes in full all of Lessee's obligations under the Lease and provided further that Lessee provides to Authority written documentation satisfactory to Authority that the two conditions referenced above have been satisfied.

12.02 Release of Lessee. Following either a permitted assignment or an assignment approved by Authority, Lessee shall be relieved of Lessee's obligations and liabilities including the obligation of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by Authority from any other person shall not be deemed to be a waiver by Authority of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment.

Section 13. DEFAULTS: REMEDIES.

13.01 Defaults. The occurrence of any one or more of the following events shall constitute a material default or breach of this Lease by Lessee.

- (a) The abandonment of the Premises by Lessee.
- (b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall

continue for a period of ten (10) business days after written notice thereof from Authority to Lessee. In the event that Authority serves Lessee with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease in any material respect to be observed or performed by Lessee, other than those described in Section 13.01 (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Authority to Lessee; provided, however, that the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(d) (1) The making by Lessee of any general arrangement or assignment for the benefit of creditors;

(2) Lessee becomes a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days);

(3) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets located at or on the Premises or of Lessee's interest in the Lease, where possession is not restored to Lessee within thirty (30) days.

(4) The attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at or on the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Provided, however, in the event that any provision of this Section 13.01 (d) is contrary to any applicable law, such provision shall be of no force or effect.

13.02 Remedies. In the event of any such material default or breach by Lessee, Authority may at any time thereafter, with or without notice or demand and without limiting Authority in the exercise of any right or remedy which Authority may have by reason of such default or breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Authority. In such event Authority shall be entitled to recover from Lessee all damages incurred by Authority by reason of Lessee's default including, but not limited to: the cost of recovering possession of the Premises; expenses of reletting, including any costs to return the Premises to the same condition, as near as practical, as when the Lessee received the property from Authority, less ordinary wear and tear; reasonable attorney's fees; and the value at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

(b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Authority shall be entitled to enforce all of Authority's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Authority under the laws or judicial decision of the State of California. Unpaid installments of rent and

other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the ten (10) days after the date due at the maximum rate then allowable by law.

Section 14. LESSOR'S LIABILITY.

The term "Authority" as used herein shall mean only the owner of the fee title of the Premises at the time in question. In the event of any transfer of such title or interest, Authority herein named (and in the case of any subsequent transfers then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Authority's obligations thereafter to be performed, provided that any funds in the hands of Authority at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee and such grantee has assumed all of the obligations of Authority hereunder.

Section 15. INTEREST ON PAST- DUE OBLIGATIONS.

Except as expressly herein provided, any amount owed to Authority not paid within ten (10) days of when due shall bear interest at the maximum rate then allowable by law from the date due.

Section 16. HOLDING OVER.

If Lessee remains in possession of the Premises or any part thereof after the expiration of the initial term or option term hereof, as the case may be, such occupancy shall be a tenancy from month to month with all the obligations of the Lease applicable to Lessee and at a monthly rental obligation of one and one half (1.5) times the per month rental in effect at the time of expiration.

Section 17. LESSOR'S ACCESS.

Authority and Authority's agents shall have the right to enter the Premises at reasonable times upon twenty-four (24) hours' prior notice and request to Lessee for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and

making such alterations, repairs, improvements or additions to the Premises as Authority may deem necessary provided such alterations, repairs, improvements or additions do not materially interfere with Lessee's use of the Premises, except that the notice and request requirements are not applicable when access is required for emergency purposes. In case of any emergency, Authority shall notify Lessee as soon as reasonably possible. Further, except for emergency purposes, Authority shall be accompanied by an employee or representative of Lessee provided such employee or representative makes himself or herself available at the noticed and requested time and place. Authority may at any time place on or about the Premises any ordinary "For Sale" signs and Authority may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Lessee.

Section 18. QUIET POSSESSION.

Upon Lessee paying the rent for the Premises and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof, including any Renewal Terms, subject to all of the provisions of this Lease. The individuals executing this Lease on behalf of Authority represent and warrant to Lessee with the knowledge that Lessee is relying on such representations and warranties: (a) that they are fully authorized and legally capable of executing this Lease on behalf of Authority, (b) that such execution is binding upon all parties holding an ownership interest in the Premises; and (c) that Authority is the owner of the Premises and has full right and authority to grant Lessee the access and all the uses of the Premises as specified herein.

Section 19. EASEMENTS.

Authority reserves to itself the right, from time to time, to grant such easements, rights and dedications that Authority deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not interfere with the use of the Premises by Lessee. Lessee shall sign any of the aforementioned documents upon request of Authority and failure to do so shall constitute a material breach of this Lease.

Section 20. GENERAL PROVISIONS.

20.01 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

20.02 Time of Essence. Time is of the essence in this Lease.

20.03 Additional Rent. Any monetary obligations of Lessee to Authority under the terms of this Lease shall be deemed to include the minimum rent and all other sums paid or payable by Lessee to Authority hereunder.

20.04 Entire Agreement. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification. Except as otherwise stated in this Lease, Lessee hereby acknowledges that neither Authority nor any employee(s) or agent(s) of Authority has made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of said Premises and Lessee acknowledges that to the extent arising out of Lessee's improvements to or use of the Premises Lessee assumes all responsibility regarding the

Occupational Safety and Health Act, the legal use and adaptability of the Premises and compliance with all applicable laws and regulations in effect during the term of this Lease.

20.05 Notices. Any notice required or permitted to be given hereunder, including a Notice to Pay Rent or Quit, or Notice to Terminate, must be given or made for all purposes in writing and will be deemed made (i) if hand delivered, on the day delivered, (ii) if sent by nationally recognized overnight courier, on the day after it is sent, or (iii) if mailed first class mail, postage prepaid and return receipt requested, on the seventh (7th) day after depositing in the mail to the applicable address set forth below or to such other address and facsimile number that the parties hereto shall designate as follows:

Authority: Livermore Amador Valley Transit Authority
 1362 Rutan Court, Suite 100
 Livermore, CA 94551
 Attention: General Manger
 Facsimile No: (925) 443-1375

Lessee: Omnipoint Communications, Inc.
 2380 – A Bisso Lane
 Concord, CA 94520
 Attn: Lease Administration Manager

With copies concurrently to:

 T-Mobile USA, Inc.
 12920 SE 38th Street
 Bellevue, WA 98006
 One copy Attn to: Lease Administration
 One copy Attn to: Legal Department

Each notice shall specify the paragraph of this Lease, if any, pursuant or with reference to which it is given. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Authority hereunder shall be concurrently transmitted to such party or parties at such addresses as

Authority may from time to time hereafter designate by notice to Lessee. Notice given under this section shall be deemed in compliance with applicable statutory notice requirements, including Code of Civil Procedure Section 1162 and Civil Code Section 1953.

20.06 Waivers. No waiver by Authority or Lessee of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Authority or Lessee of the same or any other provision. Authority's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Authority's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Authority shall not be waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Authority's knowledge of such preceding breach at the time of acceptance of such rent.

20.07 Cumulative Remedies. No remedy or election under this Lease shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

20.08 Binding Effect: Choice of Law. Subject to any provisions hereof restricting assignment by Lessee and subject to the provision of Section 14, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California applicable to leases entered into, and to be wholly performed, within the State. The language of all parts of this Lease shall be construed with its fair meaning and not strictly for or against Authority or Lessee.

20.09 Conditions to Effectiveness of Lease. The approval of the Authority's Board of Directors constitutes an express condition precedent to the effectiveness of this Lease.

20.10 Attorney's Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to have its reasonable attorney's fees and court costs to be paid by the losing party.

20.11 Consent. Whenever under this Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed and all such determinations shall be made on a reasonable basis and in a reasonable manner.

20.12 Authority. Each individual executing this Lease on behalf of Lessee and Authority represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said Party.

20.13 Captions. The captions used herein are for convenience only and are a part of this Lease and do not in any way amplify or detract from the terms or provisions hereof.

20.14 Further Assurances. In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated in the Lease including, without limitation, execution of a Memorandum of this Lease appropriate for recording in Alameda County, in the form of Exhibit C attached hereto.

20.15 Modification of Amendments. The Lease may be modified or amended only by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

Paula Kelly

Joseph Adams

APPROVED AS TO FORM:

M. J. [Signature]

By:

[Handwritten signature]

Title: Area Director - Northern CA

Date:

9-28-07

By

By _____

Title -----

Date 10-11-07

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

PARCEL 1, AS SHOWN ON PARCEL MAP 5693, FILED IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY, CALIFORNIA, ON MAY 22, 1990 IN BOOK 189 OF MAPS, PAGES 94-95.

APN: 099-1331-031

EXHIBIT B

DESCRIPTION OF THE PREMISES

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO

PROPERTY INFORMATION

SITE ADDRESS: 1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551

PROPERTY OWNER: LIVERMORE ANIMOR VALLEY
1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551
CONTACT: GREGORY LOVE
PHONE: (925) 452-7588
FAX: (925) 452-7588

LOCATION: 37° 47' 22.98"N
121° 48' 05.12"W

LANDING TYPE: 413.7' MSL

ELEVATION: 999-1331-031

JURISDICTION: CITY OF LIVERMORE

APN: P00

CURRENT ZONING: P00

PROPOSED USE: TELECOMMUNICATION FACILITY

APPROVAL BLOCK

LANDLORD: DATE:

LEASING MANAGER: DATE:

REGIONAL PROJECT MANAGER: DATE:

ZONING MANAGER: DATE:

RF ENGINEER: DATE:

EQUIPMENT MANAGER: DATE:

COORDINATION ENGINEER: DATE:

CONSTRUCTION MANAGER: DATE:

TEAM LEAD: DATE:

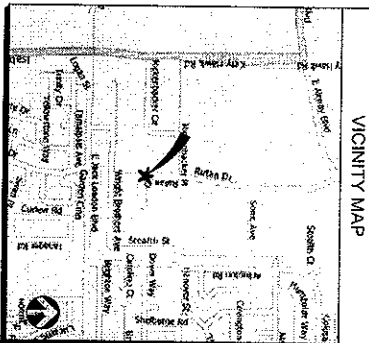
PRODUCTION LEAD: DATE:

EXPANSION MANAGER: DATE:

PROJECT SUMMARY

7-MOBILE PROPOSES TO CONSTRUCT, OPERATE AND MAINTAIN AN OUTDOOR MOBILE RADIO COMMUNICATIONS FACILITY AT 1862 RUTAN CT. SUITE 100, LIVERMORE, CA 94551. THE FACILITY WILL BE MOUNTED IN A STEALTH LIGHTPOLE.

VICINITY MAP



DRIVING DIRECTIONS

FROM 1862 GATEWAY BLVD., CONCORD, CA 94520

1. TURN LEFT ONTO CA-242 S.
2. TURN RIGHT ONTO CA-242 S.
3. TURN LEFT ONTO CA-242 S.
4. TURN RIGHT ONTO CA-242 S.
5. TURN LEFT ONTO CA-242 S.
6. TURN RIGHT ONTO CA-242 S.
7. TURN LEFT ONTO CA-242 S.
8. TURN RIGHT ONTO CA-242 S.
9. TURN LEFT ONTO CA-242 S.
10. TURN RIGHT ONTO CA-242 S.
11. TURN LEFT ONTO CA-242 S.

CONTACT INFORMATION

APPLICANT: T-MOBILE
1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551
CONTACT: GREGORY LOVE
PHONE: (925) 452-7588
FAX: (925) 452-7588

RF ENGINEER: T-MOBILE
1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551
CONTACT: GREGORY LOVE
PHONE: (925) 452-7588
FAX: (925) 452-7588

CONSTRUCTION: SRES, INC.
10411 OLD PLACEWELL RD #210
CONCORD, CA 94520
CONTACT: JAMES WALKER
PHONE: (925) 342-6436

PROPERTY OWNER: LIVERMORE ANIMOR VALLEY
1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551
CONTACT: GREGORY LOVE
PHONE: (925) 452-7588
FAX: (925) 452-7588

ARCHITECT/ENGINEER: SRES, INC.
10411 OLD PLACEWELL RD #210
CONCORD, CA 94520
CONTACT: JAMES WALKER
PHONE: (925) 342-6436

ASSESSORS PARCEL NO.: 099-1331-031

LEGAL DESCRIPTION: SEE 15-1 AND 15-2 SHEETS

ADDITIONAL COMPLIANCE: NOT APPLICABLE FOR THIS TYPE OF CONSTRUCTION.

OCCUPANCY CLASSIFICATION: 1-A-1

SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
15-1	SITE SURVEY
15-2	SITE SURVEY
A-1	SITE PLAN
A-2	ANTENNA PLAN, EQUIPMENT LAYOUT, AND DETAILS
A-3	ELEVATIONS
A-4	ELEVATIONS
A-5	DETAILS
E-1	SINGLE LINE DIAGRAM
E-2	ELECTRICAL PLANS
E-3	GROUNDING PLAN
E-4	DETAILS

APPLICABLE CODES

CALIFORNIA BUILDING CODE 2001 (UNIFORM BUILDING CODE 1997)

CALIFORNIA FIRE CODE 2001 (UNIFORM FIRE CODE 2000)

CALIFORNIA ELECTRICAL CODE 2001 (UNIFORM ELECTRICAL CODE 2000)

CALIFORNIA MECHANICAL CODE 2001 (UNIFORM MECHANICAL CODE 2000)

CALIFORNIA ENERGY CODE 2001

TITLE SHEET

T-1 B

PROPRIETARY INFORMATION:
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY TO T-MOBILE. ANY USE, OR REPRODUCTION, OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF T-MOBILE IS STRICTLY PROHIBITED.

T-Mobile
1862 GATEWAY BLVD. SUITE 100
LIVERMORE, CA 94551

PROJECT REGISTRATION:
BA12950-D
WHEELS TRANSIT
1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551

CURRENT ISSUE DATE:
07/24/07

90% CONSTRUCTION

ISSUED FOR:
07/24/07

DATE:
07/24/07

DATE:
07/24/07

DATE:
07/24/07

DATE:
07/24/07

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07/24/07

DATE:
07/24/07

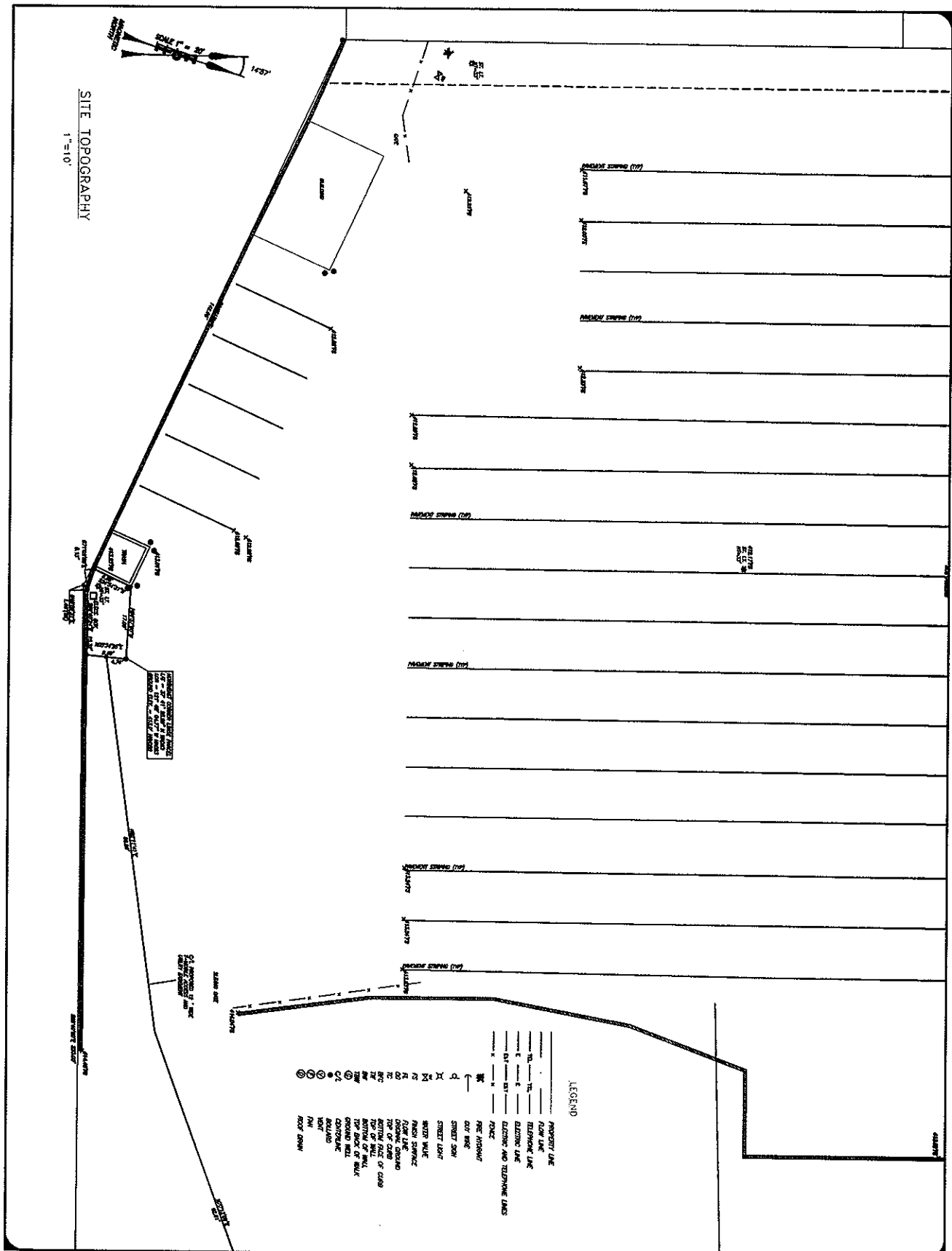
DATE:
07/24/07

DATE:
07/24/07

DATE:
07/24/07

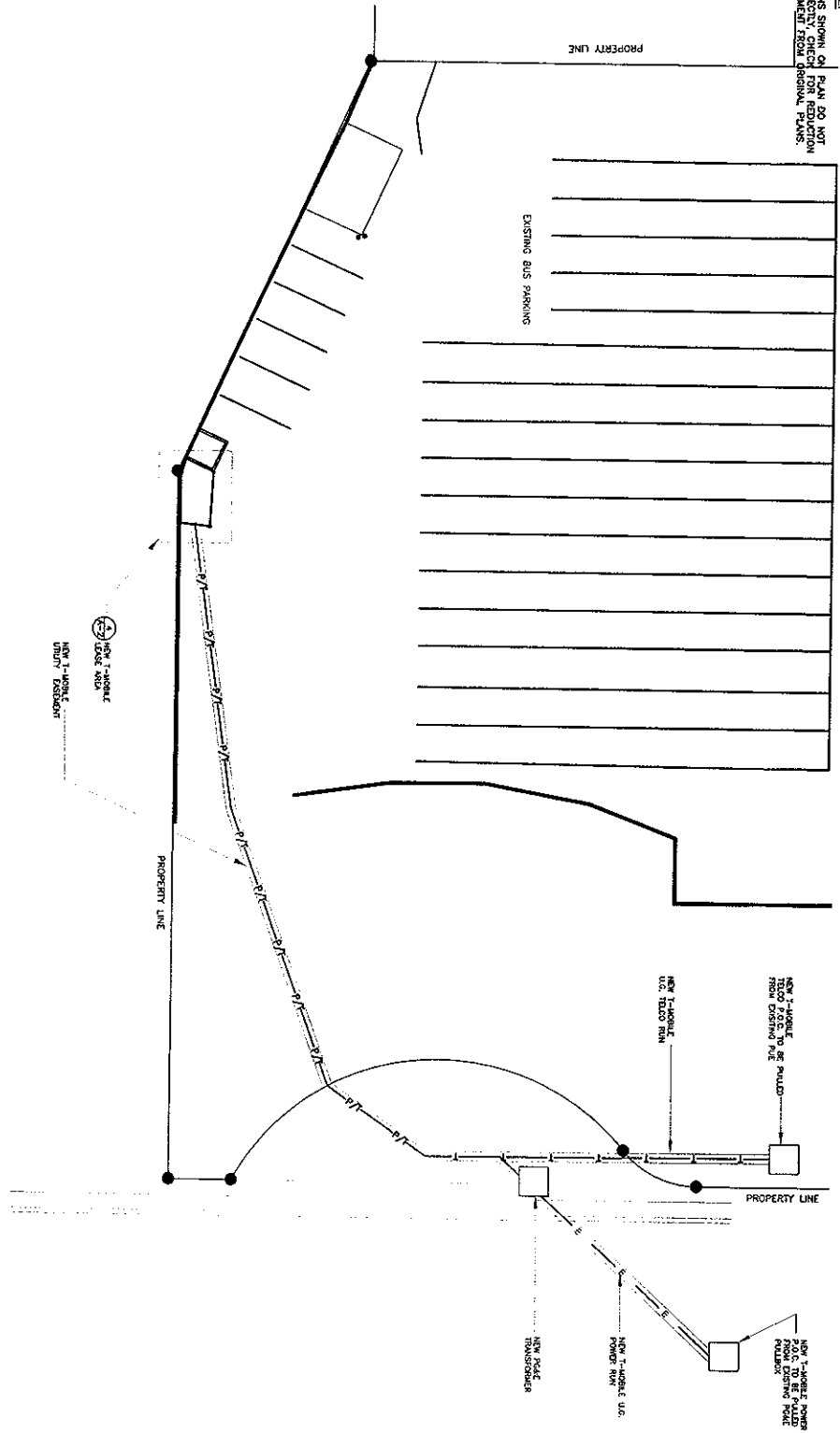
DATE:
07/24/07

DATE:
07/24/07



WHEELS TRANSIT - LIVERMORE BA12950-D 1362 RUTAN COURT LIVERMORE, CA 94551 ALAMEDA COUNTY APN: 099 -1331-031					ISSUE STATUS <table border="1"> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> <tr> <td>12-20-07</td> <td>NEW SURVEY</td> <td>JS</td> </tr> <tr> <td>12-23-07</td> <td>REDC. FOOTPRINT</td> <td>JS</td> </tr> </table>	DATE	DESCRIPTION	BY	12-20-07	NEW SURVEY	JS	12-23-07	REDC. FOOTPRINT	JS
DATE	DESCRIPTION	BY												
12-20-07	NEW SURVEY	JS												
12-23-07	REDC. FOOTPRINT	JS												
SHEET ONE SITE SURVEY LS-1		INITIAL POINT, INC. 101 W. BROADWAY SUITE 200 SAN JOSE, CA 95128 PHONE: (408) 434-1100 FAX: (408) 434-1101												

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.



SITE PLAN

SCALE
AS SHOWN
1

PROPRIETARY INFORMATION
THE SET OF DRAWINGS IS PROPRIETARY
DISCLOSED TO ANY USER OR
REPRODUCED OR TRANSMITTED IN
ANY FORM OR BY ANY MEANS
ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION STORAGE
AND RETRIEVAL SYSTEM, WITHOUT
PERMISSION IN WRITING FROM
THE PROPRIETOR.

T-Mobile
1800 456-4600
CORPORATE OFFICE

PROJECT INFORMATION:
BA12950-D
WHEELS TRANSIT

1800 456-4600
CORPORATE OFFICE

CURRENT ISSUE DATE:
07/24/07

ISSUED FOR:
90% CONSTRUCTION

REV.	DATE	DESCRIPTION
A	06/01/07	90% CONSTRUCTION
B	07/24/07	90% CONSTRUCTION

PLANS PREPARED BY:

GAES
1800 456-4600
CORPORATE OFFICE

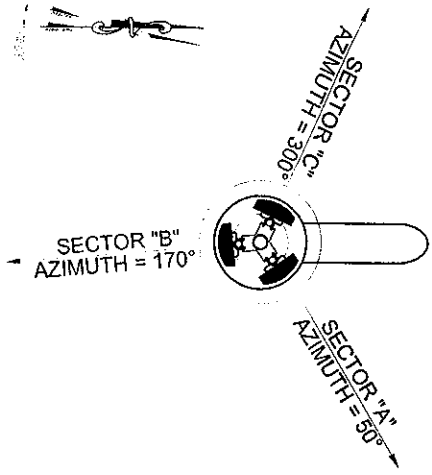
1800 456-4600
CORPORATE OFFICE

DESIGNED BY:	CHKD BY:
DRAWN BY:	APP'D BY:
DATE:	DATE:
DATE:	DATE:

SITE PLAN

A-1 **B**

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN
DO NOT SCALE CORRECTLY, CHECK
FOR PRODUCTION OF UNLARGED
FROM ORIGINAL 10485.

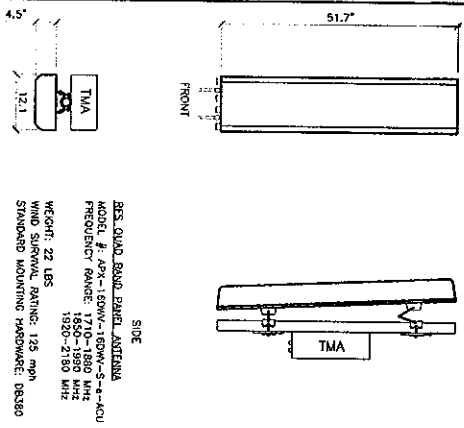


ANTENNA LAYOUT

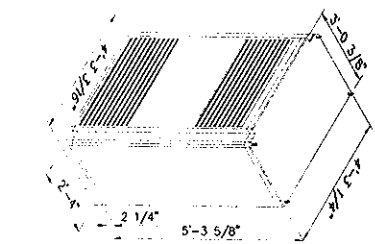
SCALE
NOT TO SCALE

ANTENNA DETAIL

SCALE
NOT TO SCALE



NOTE:
ERICSSON PRODUCT#:
KRY 112 75/1

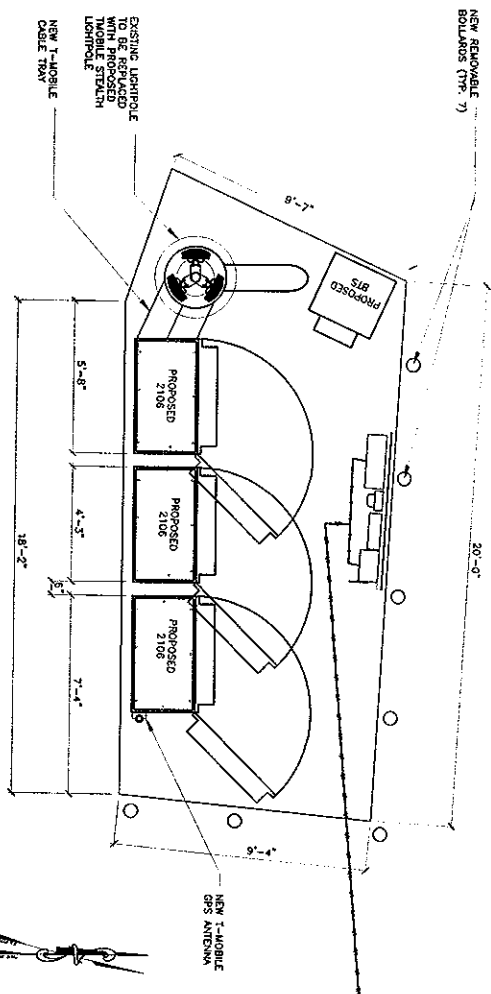


EQUIPMENT LAYOUT

SCALE
NOT TO SCALE

CABINET DETAIL

SCALE
NOT TO SCALE



ERICSSON RBS 2106 MINIMUM CLEARANCES			
DIRECTION	MINIMUM CLEARANCE		
CABINET FRONT	5'-0"		
CABINET REAR	2'-0"		
CABINET LEFT	0'-0" MIN. FOR 135° DOOR SWING		
CABINET RIGHT & LEFT	0'-0"		
ABOVE THE CABINET	0'-0"		

ERICSSON RBS 2106 WEIGHT & FLOOR LOADING			
CABINET	APPROX. MAX. WEIGHT	MAX. FLOOR LOADING	
RBS 2106	1215 LBS (550 kg) (WEIGHT WITHOUT BATTERIES)	1301 LBS (590 kg) (WEIGHT WITH BATTERIES)	

ERICSSON RBS 2106 DIMENSIONS			
CABINET	HEIGHT x WIDTH x DEPTH		
RBS 2106	* 63 5/8" H x 51 3/8" W x 38 3/8" D (1616.5mm x 1300mm x 925mm)		
FOOTPRINT (INCLUDING INSULATION FRAME)	* 63 5/8" H x 51 3/8" W x 28" D (1616.5mm x 1300mm x 710mm)		

* NOTE:
STANDARD HEIGHT SHOWN ON THE TABLE INCLUDES ADJUSTING BASE FRAME (56.5mm H) PROVIDED BY ERICSSON. OPTIONAL CABLE BASE FRAME 150mm H IS NOT INCLUDED.

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS
SET OF DRAWINGS IS PROPRIETARY
TO THE COMPANY AND IS NOT TO BE
REPRODUCED OR TRANSMITTED IN
ANY FORM OR BY ANY MEANS
ELECTRONIC, MECHANICAL, PHOTOCOPYING,
RECORDING, OR BY ANY INFORMATION
STORAGE AND RETRIEVAL SYSTEM
WITHOUT THE WRITTEN PERMISSION OF
THE COMPANY.

T-Mobile
1835 OUTRIGGER BLVD, SUITE 600
DALLAS, TEXAS 75244
(214) 343-4400

PROJECT INFORMATION
BA12950-D
WHEELS TRANSIT
1835 OUTRIGGER BLVD, SUITE 600
DALLAS, TEXAS 75244
(214) 343-4400

ISSUED FOR:
90% CONSTRUCTION
07/24/07

REVISED FOR:
90% CONSTRUCTION
07/24/07

PLANS PREPARED BY:
BAES
18411 O.B. PULPIT, SUITE 210
SACRAMENTO, CA 95837

DESIGNED BY:
BAES
18411 O.B. PULPIT, SUITE 210
SACRAMENTO, CA 95837

CHECKED BY:
BAES
18411 O.B. PULPIT, SUITE 210
SACRAMENTO, CA 95837

APPROVED BY:
BAES
18411 O.B. PULPIT, SUITE 210
SACRAMENTO, CA 95837

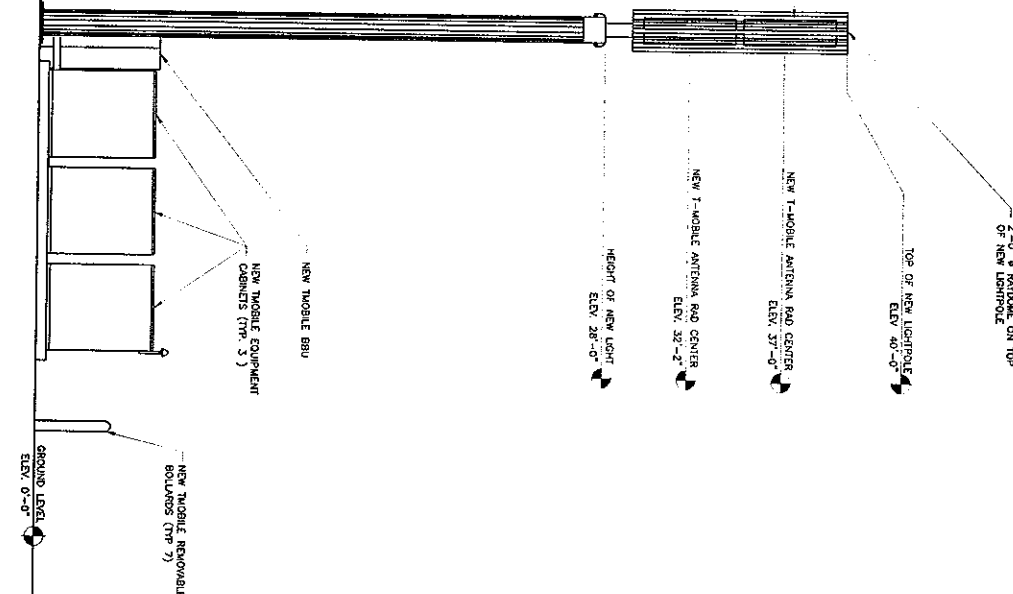
EQUIPMENT LAYOUT AND DETAILS

A-2 B

NEW T-MOBILE TO BE MOUNTED BEHIND ANTENNAS

TOP OF NEW LIGHTPOLE
ELEV. 40'-0"

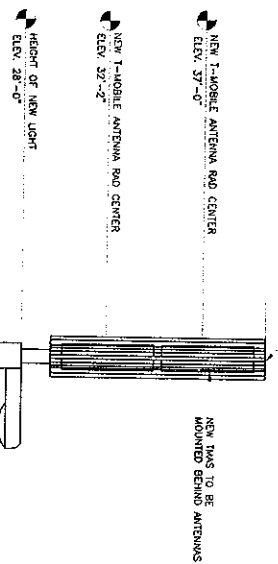
NEW T-MOBILE ANTENNA 160' CENTER
ELEV. 37'-0"



	SCALE		1
	3/8" = 1'-0"		

	SOLVE $1/6 \times 10^3 = 166.67$	2
--	-------------------------------------	----------

TOP OF NEW LIGHTPOLE
ELEV. 40'-0"



A-3

B

T-Mobile
1855 GATEWAY BLVD., SUITE 100
CORCORAN, CA 94520

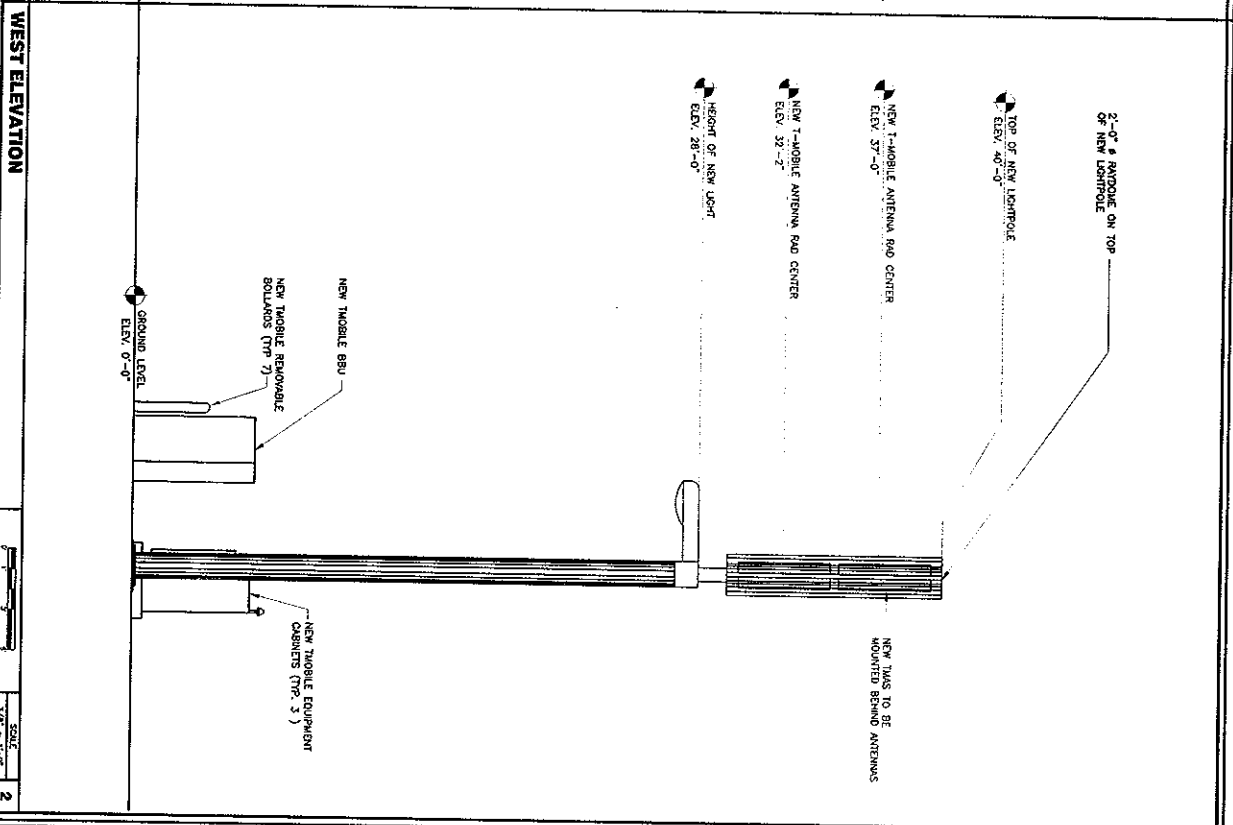
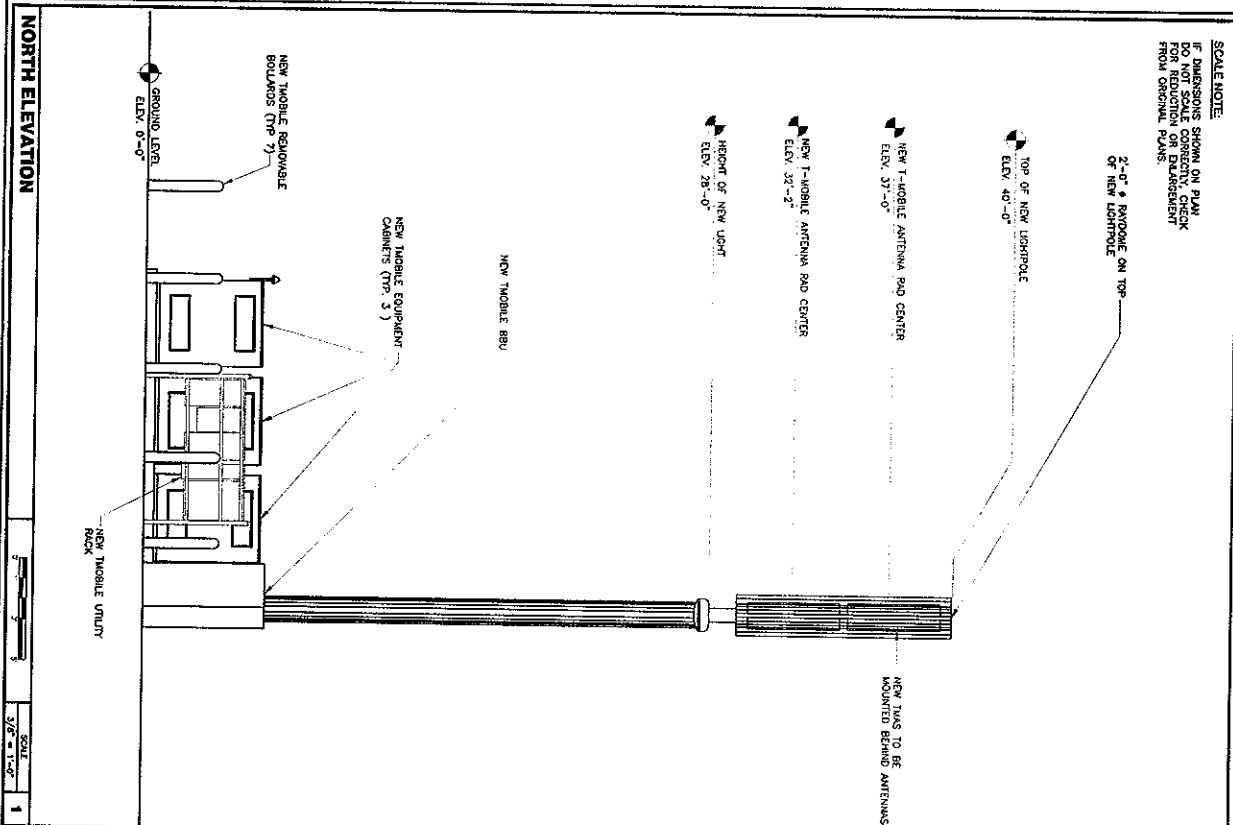
ISSUED FOR: 07/24/07

A	06/07/97	RCE CONSTRUCTION	M
B	07/24/97	RCE CONSTRUCTION	M

SHEET TITLE	DATE	CHK.	APP.
	MM	MM	MM
	MM	MM	MM
	MM	MM	MM

SHEET NUMBER _____ REVISION _____

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN
DO NOT SCALE CORRECTLY, CHECK
FOR REDUCTION OR ENLARGEMENT
FROM ORIGINAL PLANS.



PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO T-MOBILE IS STRICTLY PROHIBITED.

T-Mobile
For more information, call 1-800-451-4514 or visit t-mobile.com

PROJECT INFORMATION: **BA12950-D**

3602 RUTAN CT, SUITE 100
LIVERMORE, CA 94561

01/24/01

ISSUED FOR:

90% CONSTRUCTION

REV: DATE: DESCRIPTION: BY:			
A	05/07/07	90% CONSTRUCTION	MW
B	07/24/07	90% CONSTRUCTION	MW

[illegible]

DAEW

10451 OLD PLACERVILLE DRIVE
SUITE 210
SACRAMENTO, CA 95827

100

1

**Recorded, Requested By, and
When Recorded Return To:**
Omnipoint Communications Inc.
2380 Bisso Lane, Suite A
Concord, CA 94520
Attn: Lease Administration

MEMORANDUM OF LEASE

This Memorandum of Lease with option ("Memorandum") dated as of September 10, 2007 is entered into between Livermore-Amador Valley Transit Authority, a joint powers authority ("Lessor") and Omnipoint Communications, Inc., a Delaware Corporation, d/b/a T-Mobile ("Lessee") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

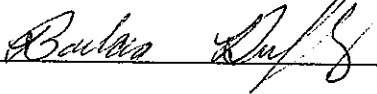
The Lease is for a term of five (5) years and will commence on the thirtieth (30th) day following Lessee's notice to Authority in writing that Lessee has obtained all permits and approvals necessary for Lessee to be legally entitled to construct a facility for providing wireless telecommunications service at the Premises, or six (6) months from the date this Lease is executed, whichever occurs first. Authority shall grant Lessee the right and option to extend this Lease for Three (3) additional Five (5) year terms.

This memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

[SIGNATURE PAGE FOLLOWS]

Lessor: Livermore-Amador Valley Transit Authority, a joint powers authority

By: 

Printed Name: Barbara Duffy

Title: Executive Director

Date: September 17, 2007

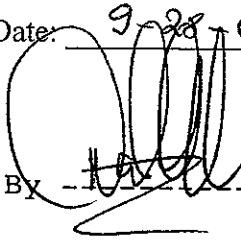
Lessee: Omnipoint Communications, Inc., dba T-Mobile, Inc.

By: 

Printed Name: Jim Sullivan

Title: Area Director - Northern CA

Date: 9-28-07



By: -----

David Gallacher

Printed Name --- **Vice President, West Region** ---

Title -----

Date 10-11-07

Exhibit A

Legal Description of the Site

APN: 099-1331-031

PARCEL 1, AS SHOWN ON PARCEL MAP 5693, FILED IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY, CALIFORNIA, ON MAY 22, 1990 IN BOOK 189 OF MAPS, PAGES 94-95.

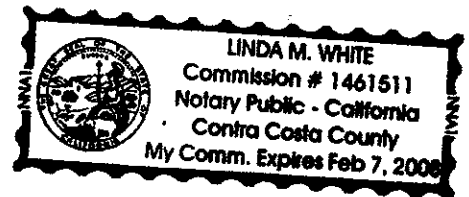
APN: 099-1331-031

State of California)
County of Alameda)

On September 17, 2007 before me, Linda White, personally appeared Barbara Duffy, Executive Director, Livermore Amador Valley Transit Authority, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Linda M. White (Seal)



State of California)
County of _____)

On _____ before me, (here insert name and title of the officer), personally appeared _____,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)



February 26, 2008

Via DHL, 2nd Day Delivery

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Attn: General Manager

Re: Commencement of Lease ("Lease") dated September 10, 2007 between Livermore-Amador Valley Transit Authority a joint powers authority ("Authority") and Omnipoint Communications, Inc., a Delaware corporation ("Lessee")

Site No.: BA12950D

Site Address: 1362 Rutan Court, Suite 10, Livermore, CA 94551

Dear Sir or Ma'am:

By this letter, Omnipoint Communications, Inc. would like to notify you that the above referenced lease has commenced. Per the terms of the agreement, it commenced "on the 30th day following Lessee's notice to Authority in writing that Lessee has obtained all permits...or six (6) months from the date this lease is executed, whichever occurs first" and T-Mobile will begin rental payments. The effective date of the lease commencement shall be March 26, 2008. You should have previously received a fully executed original of the Lease.

A payment for rents due will be sent to you in approximately 21 business days. Subsequent monthly rent will arrive on or before the first day of each month.

On behalf of Omnipoint Communications, Inc., I would like to thank you for your involvement with the development of the T-Mobile wireless network. Should you have any questions or concerns please feel free to contact Candis Faix, Lease Administrator for this site, at (925) 288-6689, or you may also call our Landlord Hotline at (925) 319-7480. We look forward to a successful relationship.

Sincerely,

Martin Vernon
Director San Francisco Market
Omnipoint Communications, Inc.



1855 Gateway Blvd
Suite 900
Concord, CA 94520

May 7, 2009

Ms. Beverly Adamo
Director of Administrative Services
Livermore Amador Valley Transit Authority
1362 Rutan Court, # 100
Livermore, CA 94551

Re: TMO Site BA12950 – Payment for Electrical Power

Dear Ms. Adamo:

As you know, Livermore Amador Valley Transit Authority, a joint powers authority, (the "Authority"), entered into a Lease with Omnipoint Communications, Inc., a Delaware corporation, d/b/a T-Mobile, as Lessee, dated September 10, 2007 (the "Lease").

Lessee utilized Authority's electrical power in support and operation of its Wireless Facility from and after the Lease Commencement Date up and until March 10, 2009, at which time Lessee obtained its own direct electrical power service from the local servicing utility provider. Pursuant to Section 9 of the Lease, Lessee is required to pay for all power and other utilities utilized by Lessee at the Premises.

Accordingly, within thirty (30) days of full execution of this letter agreement, Lessee will tender to Authority a one-time non-refundable payment in the amount of Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00) (the "Back Utility Payment") as full and complete compensation and settlement for all costs and expenses incurred by Authority related to providing Lessee with electrical power for its Wireless Facility. Provided that Lessee tenders the Back Utility Payment within such thirty (30) day period, no penalty, fee or interest shall apply thereto.

Capitalized terms in this letter agreement (unless otherwise defined herein) shall have the same meaning as defined in the Lease. In the event of conflict between the terms and conditions contained herein and the terms and conditions contained in the Lease, the terms and conditions contained herein shall control. All other terms and conditions of the Lease remain unchanged and in full force and effect.

By your authorized signature below, on behalf of the Authority, you hereby agree and consent to the terms and conditions of this letter agreement.

Best Regards,

Martin Vernon
Area Director

T-Mobile Legal Approval
Kevin Brinkley

Agreed to and accepted this 19th day of June, 2009.

By:
Ms. Beverly Adamo

Title: Director of Administrative Services

RESOLUTION NO. 13-2007

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE
AMADOR VALLEY TRANSIT AUTHORITY AUTHORIZING LEASE
AGREEMENT WITH OMNIPOINT COMMUNICATIONS, INC dba T-MOBILE
FOR INSTALLATION OF A CELLULAR ANTENNA**

WHEREAS the Livermore Amador Valley Transit Authority wishes to lease space at its Administration and Maintenance Facility to Omnipoint Communications, Inc. dba T-Mobile; and


WHEREAS, staff has negotiated an initial rate of \$1,800 per month for the first year of an agreement, which will create an annual revenue stream of \$21,600 with annual increases in the succeeding years; and

WHEREAS, legal counsel will review and approve the final text of any proposed agreements as to form; and

WHEREAS, staff recommends that the Board of Directors authorize the Executive Director, or her designee, to execute lease agreement with Omnipoint Communications, Inc. dba T-Mobile.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors that General Manager is authorized to execute a lease with Omnipoint Communications for a cellular telephone antenna at the Authority's Administration and Maintenance Facility, in a form to be approved by legal counsel.

APPROVED AND PASSED this 10th day of September, 2007.



Mayor Janet Lockhart, Chair

ATTEST:



Barbara Duffy, Executive Director

LEASE

Dated as of September 10, 2007

Between

LIVERMORE-AMADOR VALLEY TRANSIT AUTHORITY
a joint powers authority

and

OMNIPOINT COMMUNICATIONS, INC.
a Delaware Corporation

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LEASE

PREAMBLE

THIS LEASE ("Lease"), dated as of September 10, 2007 is made by and between the Livermore Amador Valley Transit Authority, a joint powers authority ("Authority") and Omnipoint Communications, Inc., a Delaware corporation, d/b/a T-Mobile ("Lessee").

RECITALS

A. Authority, a public agency, is the owner of certain real property situated in Alameda County, State of California, located at 1362 Rutan Court, Suite 100, Livermore, CA and commonly known as the Headquarters Site (hereinafter referred to as the "Site"). A legal description of the Site is contained in Exhibit A to this Lease.

B. Lessee is a corporation organized under the laws of the State of Delaware whose principal business is to provide wireless personal communications service.

C. Lessee desires use of a portion of the Site for the purpose of installing, removing, replacing, maintaining and operating, at its expense, a wireless facility including, without limitation, related antenna equipment and fixtures.

D. Authority is willing to permit Lessee to lease a portion of the Site in accordance with the terms, conditions and covenants of this Lease, and subject to all ordinances and use permit conditions, and regulating rules and laws of any competent authority having jurisdiction over matters pertaining to the subject matter of this Lease.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. PREMISES.

Authority hereby leases to Lessee and Lessee leases from Authority for the term, at the rental, and upon all of the conditions set forth herein, that certain real property at Authority's Site, in Livermore, California, consisting of approximately one hundred eighty five (185) square feet of ground space upon which Lessee shall install a wireless facility, all as more particularly shown and described in the project plans approved pursuant to the terms and conditions of this Lease, which are attached hereto and incorporated herein by this reference as Exhibit B (hereinafter referred to as the "Premises"), together with a non-exclusive license for access thereto, as shown on Exhibit B attached hereto. The layout and arrangement of the Premises, which may be used for location and reference purposes, is contained in Exhibit B to this Lease. No other facilities or improvements of any kind shall be placed upon the Premises without Authority's prior written consent. After construction, the approved "as built" record improvement plans shall be substituted for the originally approved plans to reflect any changes approved by Authority during construction. Pursuant to the terms and conditions of this Lease, Lessee may conduct such surveys, structural strength analysis, subsurface boring tests, and other activities of a similar nature as Lessee may deem necessary, at the sole cost of Lessee, subject to reasonable limitations as may be determined by Authority due to presence of or effect on Authority infrastructure or facilities on the Site.

Section 2. TERM.

The term of this Lease shall be for a period of five (5) years commencing on the Commencement Date as established by Section 3 ("Initial Term"). If Lessee has complied with all terms and conditions of the Lease at the end of each lease term and is not in default under the Lease, Authority shall grant Lessee the right and option ("Renewal Option") to extend the term

of this Lease for three (3) additional five (5) year terms ("Renewal Terms"). Lessee shall exercise the Renewal Option, if at all, by giving written notice to Authority of Lessee's election to extend the term no later than ninety (90) days prior to the expiration of the Initial Term or a then-current Renewal Term, whichever is applicable. All terms, conditions and requirements of this Lease shall continue in effect during the Renewal Terms. The initial rent for each Renewal Term shall be the rent applicable to the last year of the preceding term increased by the applicable annual CPI increase as set forth in Section 3.

Section 3. RENTAL.

Lessee shall pay to Authority as rent for the Premises in advance on the first day of each calendar month of the term of this Lease without deduction, offset, prior notice or demand, in lawful money of the United States, the sum of Eighteen Hundred dollars (\$ 1,800.00) per month. The initial term of this Lease shall commence on the thirtieth (30th) day following Lessee's notice to Authority in writing that Lessee has obtained all permits and approvals necessary for Lessee to be legally entitled to construct a facility for providing wireless telecommunications service at the Premises, or six (6) months from the date this Lease is executed, whichever occurs first (the "Commencement Date"). Lessee shall exercise best efforts to obtain all necessary approvals at the earliest practicable date following execution of the Lease. If the Commencement Date is not the first day of the month, or if the Lease termination date is not the last day of the month, a prorated monthly installment shall be paid at the then current rate for the fractional portion of that month during which the Lease commences and/or terminates.

During the entire term of this Lease, including any Renewal Term if any Renewal Option is exercised, the rental charge shall be increased annually by an amount equal to five percent (5%) of the rental charge in effect for the prior year.

Lessee also shall reimburse Authority any and all costs incurred by Authority as a result of the negotiation, preparation, execution and delivery of this Lease, including but not limited to engineering and attorney's fees, and administrative costs ("Transactional Costs") up to the maximum sum of Three Thousand Dollars (\$3,000). Authority shall furnish Lessee with a reasonably detailed invoice reflecting the Transactional Costs due and owing hereunder and Lessee shall tender full payment to Authority of said costs within thirty (30) days from the date of the invoice.

Section 4. USE.

4.01 Permitted Uses. Lessee shall use the Premises for the installation, removal, replacement, operation, maintenance and use of a wireless facility, consisting of the equipment, improvements, and specific facilities together with the utilities, cables and wires reasonably needed to support the operation of the foregoing facilities (collectively, "Wireless Facility"), as more particularly specified in Section 1 and depicted in Exhibit B. Lessee shall use the Premises for purposes related to wireless telecommunications only and shall not use the Premises for any other purpose without the written consent of Authority.

The installation of the above-referenced facilities, equipment and improvements shall be subject to the reviews, approvals and requirements set forth in Section 5.05. Lessee shall be solely responsible for any and all costs associated with installation, maintenance and use of any improvements, equipment and facilities on the Premises.

Authority grants Lessee reasonable vehicular and foot access to and around the Premises by means of the existing gates and roads on the Site and such access shall be available on a security basis to Lessee, Lessee's employees and invitees, all hours of each day of the week, all days of the year.

Lessee agrees that for access during regular hours and non-emergencies, Lessee or Lessee's representative shall give the Authority twenty-four (24) hours prior notice before entering the Site. For after-hours requests, Lessee's employees or agents can check in at the Dispatch Station, located at the Site, Suite 200.

A company I.D. badge or a letter on company letterhead authorizing a specific individual or individuals from Lessee must be shown to the staff member or dispatch in order to enter the Site.

Lessee understands that this is a non-exclusive lease and that Authority may enter into leases with other communications companies to use the Site, provided, however, that Lessee's use of its Premises shall be exclusive and Authority may not grant a lease that would interfere with Lessee's use and operation of the Wireless Facility.

Lessee shall provide for the maintenance of all landscaping by Lessee as may be required as a condition of the any Use Permit issued by the Authority.

4.02 Prohibited Uses. Lessee understands that under the terms of Authority's leases with other communications companies using the Site, Authority may not grant a lease that will result in interference with the operations of other companies' communications systems. Lessee shall be prohibited from any use that interferes with or in any way disturbs the operation of Authority's other existing leases at the Site and this Lease is conditioned upon not causing interference. In the event that Lessee causes such interference and it is not promptly resolved between other lessees and Lessee, by the Federal Communications Commission, or by any other applicable governmental agency, this Lease shall thereupon terminate. As a condition precedent to the effectiveness of this Lease, Lessee shall affirm to Authority in writing that there will be no such interference.

4.03 Interference. Lessee's Wireless Facility shall not disturb the facilities which are owned and used by Authority and/or any of Authority's other existing lessees' communications facilities, regardless of their location, on the Commencement Date ("Pre-existing Facilities and Equipment"). Lessee's Wireless Facility shall comply with all non-interference rules of the Federal Communications Commission ("FCC"). This Lease is expressly conditioned upon Lessee's Wireless Facility not causing such interference. In the event that Lessee causes such interference and it is not promptly resolved between other lessees and Lessee, by the FCC, or by any other applicable governmental agency, this Lease shall thereupon terminate upon written notice to Authority. As a condition precedent to the effectiveness of this Lease, Lessee shall affirm to Authority in writing that there will be no such interference. Lessee agrees to cooperate with Authority, at no cost to Lessee, in accommodating other wireless, broadband or communications facilities on Authority's Property, so long as such other wireless facilities do not materially interfere with Lessee's use of its equipment.

Authority agrees that it will not grant a future lease, license, or other rights to any party to use any portion of the Premises in a way which materially interferes with the communications operation of Lessee described in Section 4.01 above. Such interference with Lessee's communications operation shall be deemed a material breach by Authority, and Authority shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference will cause irreparable injury to Lessee, and therefore, Lessee shall have the right to bring action to enjoin such interference or to terminate the Lease upon thirty (30) days' written notice upon notice to Authority. Notwithstanding the foregoing, Pre-existing Facilities and Equipment operating in the same manner as on the Commencement Date shall not be deemed interference.

4.04 Approval by the Authority and Other Agencies. As a condition precedent to Authority's obligation to tender the Premises to Lessee, Lessee shall obtain the prior approval of the Authority and such other governmental agencies and bodies that may have jurisdiction over use of the Premises by Lessee to make the improvements specified in Section 4.01 and to conduct the activities permitted under this Lease. Prior to use of the Premises, Lessee shall obtain all required permits, licenses and approvals from the Authority and any other governmental agencies having jurisdiction over Lessee's use of the Premises. As a condition of this Lease, Lessee shall maintain such permits, licenses and approvals in force throughout the term of this Lease, including any Renewal Term in the event the Lease is extended. Lessee shall be solely responsible for conducting any environmental review required to be undertaken in association with Lessee's use of the Premises and for any and all costs associated therewith, as well as any and all fees, charges, or other expenses that may be imposed by the Authority or other regulatory agencies in connection with Lessee's use or enjoyment of the Premises prior to the Lease commencement or at any time during the term of the Lease.

Authority agrees to fully cooperate with Lessee in obtaining the local permits and without limiting the generality of the foregoing, to execute any applications, maps, certificates, or other documents that may be required in connection with local permits.

4.05 Compliance with Laws. Authority represents that the Site described on Exhibit A and Authority's improvements thereon, to the best of its knowledge, are and shall remain in substantial compliance with building, fire/safety, disability, and other laws, codes, and regulations of applicable governmental authorities. Lessee shall not do or permit anything to be done in, on or about the Premises, or bring or keep anything in, on or about the Premises, which

will in any way conflict with any law, statute, ordinance, or governmental rule or regulation now in force or which may hereafter be enacted or promulgated by any public authority.

4.06 Condition, Use and Zoning of Premises. Authority makes no warranty or representation of any kind concerning the condition of the Premises, or the fitness of the Premises for the use intended by Lessee, or of the applicable zoning regulations to Lessee's proposed use thereof, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties that Lessee has personally inspected the Premises, knows its condition, finds it fit for Lessee's intended use, accepts it as is, and has ascertained that it can be used for the purposes specified in Section 4.01.

Section 5. MAINTENANCE, REPAIRS, AND ALTERATIONS.

Lessee shall keep in good order, condition and repair the Premises, and the improvements, facilities, and equipment placed on the Premises by Lessee, and every part thereof at Lessee's sole expense. Lessee shall keep the Premises clean and free of debris.

Authority shall have the right to require Lessee to relocate the Lessee's Wireless Facility during any Renewal Term and any subsequent extension of the Term of this Lease upon not less than twelve (12) months' prior written notice to Lessee, in the event Authority requires the Premises for any Authority use. All costs and expenses of such relocation shall be borne by Lessee. If Authority requires Lessee to relocate during the Initial Term (the first five (5) years) of this Lease, Authority shall pay all costs of such relocation. In the event Lessee is unable to relocate to the new premises due to technological constraints, Authority shall have the right to terminate this Lease upon not less than twelve (12) months' prior written notice. In no event shall Authority be allowed to relocate Lessee in order to accommodate a competitor of Lessee to locate upon the Premises.

5.01 Surrender. On the last day of the term hereof, or upon any prior termination, Lessee shall surrender the Premises, excluding all improvements made thereto by Lessee, to Authority in the same condition as near as practical as when received by Lessee, ordinary wear and tear excepted, clean and free of debris. Lessee shall remove all structures, buildings, antennas, and any other facilities, equipment or improvements that Lessee places upon the Premises, shall repair any damage to the Premises occasioned by the installation, maintenance or removal of Lessee's improvements, fixtures, furnishings and equipment and shall restore the Premises to the same condition as when Lessee received the Premises from Authority, reasonable wear and tear excepted. Lessee has the right to remove all of its facilities at its expense on or before the termination of this Lease, subject to Lessee's obligation to restore the Premises as provided herein.

5.02 Authority's Rights. If Lessee fails to perform Lessee's obligations under this Section 5 or under any other Section of this Lease, Authority may at its option (but shall not be required to) enter upon the Premises after prior notice to Lessee and the expiration of any applicable cure period provided for in this Lease (except in the case of an emergency, in which case no prior notice shall be required), to perform such obligations on Lessee's behalf and put the same in good order, condition and repair, and the cost thereof together with interest thereon at the maximum rate then allowable by law shall become due and payable as additional rental to Authority together with Lessee's next rental installment.

5.03 Authority's Obligations. Authority shall have no obligation to repair and maintain either the Premises or the improvements thereto and facilities placed thereon. Lessee expressly waives the benefit of any statute now or hereafter in effect which would otherwise

afford Lessee the right to make repairs at Authority's expense or to terminate this Lease because of Authority's failure to keep the Premises in good order, condition and repair.

5.04 Security Measures. Authority has no obligation to provide any security measures at the Site other than those Authority in its discretion determines are needed for its own facilities. Lessee may provide reasonable security measures for its facilities provided that such measures shall not limit Authority's or Authority's tenants' use of the Site in any way. Lessee shall obtain prior approval before installing or implementing any security system, device, operation or plan to protect Lessee's Premises or Authority's adjacent property. Lessee shall bear all costs of security measures upgrades mandated by federal, state or local law or regulations for wireless communications facilities. It shall be Lessee's exclusive obligation to determine the scope of such security measures obligations and District assumes no responsibility therefore.

5.05 Improvements.

(a) Lessee, at its sole cost and expense, may make alterations, improvements, or utility installations (including, but not limited to, the installation of emergency power generators) (hereinafter collectively referred to as "Improvements") to or on the Premises that are necessary for the conduct of the permitted uses of the Premises, subject to the prior written approval of Authority, which approval shall not be unreasonably withheld, conditioned or delayed, and, if necessary, all other governmental agencies, including the Authority, which have jurisdiction over the use of the Premises by Lessee. In order to obtain Authority's prior written approval for any Improvement, Lessee shall submit maps and drawings or renderings of any proposed Improvement to Authority, sufficiently detailed to enable Authority to make an informed judgment about any proposed Improvement. Should Lessee make any Improvements

without the prior approval of Authority, Authority may require that Lessee remove any or all of the same at Lessee's sole cost and expense. Normal maintenance, replacements, and upgrades that do not change the physical appearance of the Premises will not be subject to the prior approval of Authority.

(b) Lessee shall have the right (but not the obligation) at any time following the full execution of this Lease and prior to the Commencement Date, to enter the Premises for the purpose of making necessary inspections and engineering surveys and other reasonably necessary and non-destructive tests (collectively "Tests") to determine the suitability of the Premises for Lessee's Wireless Facility and for the purpose of preparing for the construction of Lessee's Wireless Facility. During any Tests or pre-construction work, Lessee will have insurance as set forth in this lease in Section 5.05 (e) (4) and Section 6. Lessee will notify Authority of any proposed Tests or pre-construction work and will coordinate the scheduling of same with Authority. If Lessee determines that the Premises are unsuitable for Lessee's contemplated use, then Lessee will notify Authority and the Lease will terminate. Lessee will repair any damage caused by its Tests.

(c) Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Lessee shall give Authority no less than ten (10) days' notice prior to the commencement of any work on the Premises, and Authority shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Lessee, in good faith, contests the validity of any such lien, claim or demand, then Lessee shall, at its sole expense, defend itself

and Authority against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Authority or the Premises.

If Authority shall require, Lessee shall furnish to Authority a surety satisfactory to Authority in an amount equal to such contested lien, claim or demand indemnifying Authority against liability for the same and holding the Premises free from the effect of such lien or claim. In addition, Authority may require Lessee to pay Authority's attorney's fees and costs reasonably and necessarily incurred in participating in such action.

(d) Except for Lessee's equipment and other real or personal property that constitute the wireless facility, any alterations, improvements or utility installations, which may be made on the Premises by Lessee by mutual written agreement of Authority and Lessee at any time, shall, upon Authority's option, remain the property of Authority at the end of the term. Authority hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Lessee's antenna facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Authority gives Lessee and Secured Parties (defined below) the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Secured Parties' sole discretion and without Authority's consent.

(e) Before the construction of any Improvements are commenced on the Premises and before any building materials have been delivered to the Premises by Lessee or agents under Lessee's authority, Lessee shall comply with the following conditions or obtain Authority's written waiver of the following conditions:

(1) Visual and Environmental Impact. Lessee shall use its best efforts to make any Improvements on the Premises aesthetically pleasing and environmentally

neutral. Notwithstanding the foregoing, Authority reserves the right to require that reasonable measures be undertaken to improve the visual or environmental impact of any proposed improvement or alterations of the Premises.

(2) Construction Schedule. Lessee shall deliver to Authority for Authority's approval a time schedule setting forth in detail a description of the Improvements and all steps for construction of the Improvements, and Lessee's best estimate of the date upon which each step shall be substantially completed. Authority's approval (which shall not be unreasonably withheld or delayed) or disapproval of the schedule shall be communicated to Lessee in the manner provided for the giving of notice herein and any disapproval shall be accompanied by a specification of the grounds for disapproval.

(3) Protection of Adjacent Property, Indemnity of Authority. Lessee shall protect the Site against damage resulting from the performance of any work undertaken by Lessee or Lessee's agents, employees, contractors or assigns, and shall indemnify Authority against all liens or liability in any way arising out of the performance of the work or the furnishing of labor, services, materials, supplies, equipment or power in connection therewith, except to the extent such liability results from Authority's negligence or willful misconduct.

(4) Insurance. In addition to the insurance coverage otherwise required under this Lease, Lessee shall maintain or cause to be maintained workers' compensation insurance covering all persons employed in connection with the construction of any Improvements, repair or maintenance activities with respect to whom death or injury claims could be asserted against Authority, Lessee, or the Premises. Authority may require that any third parties performing work on the Premises maintain such workers' compensation insurance

as well. Such insurance shall be maintained at Lessee's sole cost and expense at all times when any work is in process and shall otherwise conform to the requirements of this Lease for insurance.

(5) Notice of Completion. Immediately upon substantial completion of any improvement, Lessee shall prepare and provide Authority with a notice of completion suitable for recordation in the official records of the County of San Mateo. Authority, at its option, may elect to record said notice.

(6) Notice of Changes in Plans. On completion of any Improvement, Lessee shall give Authority notice of all changes in plans and specifications made during the course of the work and shall at the same time deliver to Authority "as built" drawings accurately reflecting all such changes; provided, no change that substantially alters the final plans last approved by Authority shall be made without Authority's prior written approval, which shall not be unreasonably withheld.

Section 6. INDEMNITY AND INSURANCE.

6.01 Indemnity. This Lease is made upon the express condition that Lessee shall indemnify, keep and save harmless Authority, and its directors, officers, agents and employees against any and all suits, claims or actions ("Claims") arising out of any injury or injuries to, or death or deaths of, persons or damage to property that may occur, or that may be alleged to have occurred from any cause or causes whatsoever, in any way connected with Lessee's use or occupancy of the Premises during the term of this Lease, or any holdover tenancy thereof, except where caused by the negligence or willful misconduct of Authority, its employees, contractors or agents. Lessee further agrees to defend any and all such actions, suits or claims and pay all reasonable charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the

Authority or any of the other individuals enumerated above in any such action, Lessee shall, at its expense, satisfy and discharge the same.

6.02 Insurance.

(a) Workers' Compensation. Lessee shall procure and maintain at all times during the term of this Lease and any holdover tenancy thereof Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employer's Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Upon commencement of the term of the Lease, Lessee shall deliver to Authority a Certificate of Insurance, which shall stipulate that thirty (30) days' advance written notice of cancellation or material change shall be given to Authority.

(b) Bodily Injury, Death and Property Damage Liability Insurance. Lessee shall also procure and maintain at all times during the term of this Lease and any holdover tenancy thereof comprehensive broad form Commercial General Liability Insurance (including automobile operation) covering Lessee and Authority for any liability arising out of the use of, or occurring in, on, or about the Premises. The policy(ies) shall include coverage for all vehicles, licensed or unlicensed, on or off the Premises, used by or on behalf of Lessee during the term of this Lease or holdover tenancy thereof. The policy(ies) shall be subject to a limit for each occurrence of Five Million Dollars (\$5,000,000) naming as an additional insured, in connection with Lessee's activities, Authority, its directors, officers, employees and agents. The Insurer(s) shall agree that its policy(ies) is/are Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering Authority.

(1) Inclusion of Authority as an additional insured shall not in any way affect its rights with respect to any claim, demand, suit or judgment made, brought or recovered against Lessee. Said policy shall protect Lessee and Authority in the same manner as though a separate policy had been issued to each; but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

(2) Upon commencement of the term of the Lease, Lessee shall deliver to Authority a Certificate of Insurance which shall indicate compliance with the insurance requirements of this paragraph and shall stipulate that thirty (30) days' advance written notice of cancellation or material change shall be given to Authority.

(3) Fire and Extended Coverage Insurance. Lessee shall maintain a policy of standard fire and extended coverage insurance on its Improvements to the Premises.

Section 7. DAMAGE, DESTRUCTION, AND TERMINATION.

7.01 Definitions.

(a) "Premises Partial Damage" shall herein mean damage or destruction to the Premises to the extent that the cost of repair is less than 50% of the then replacement cost of the Premises.

(b) "Premises Total Destruction" shall mean damage or destruction to the Premises to the extent that the cost of repair is 50% or more of the then replacement cost of the Premises.

7.02 Partial Damage. If during the term of this Lease there is Premises Partial Damage, unless caused by negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Authority may at Authority's option either (1) repair such

damage, but not Lessee's fixtures, equipment, alterations, additions, and improvements, as soon as reasonably possible at Authority's expense, in which event this Lease shall continue in full force and effect, or (2) give written notice to Lessee within thirty (30) days after the day of occurrence of such damage or Authority's election to terminate the Lease. In the event Authority elects to repair such damage, and such repairs are estimated to require more than one hundred eighty (180) days to complete, Lessee shall have the option to terminate the Lease upon written notice to Authority. In the event Authority elects to give notice of Authority's intention to cancel and terminate this Lease, Lessee shall have the right within twenty (20) days after the receipt of such notice to give immediate written notice to Authority of Lessee's intention to repair such damage at Lessee's expense, without reimbursement from Authority, in which event this Lease shall continue in full force and effect, and Lessee shall proceed to make such repairs as soon as reasonably possible. All repairs shall be made in accordance with Authority standards and subject to approval by Authority. If Lessee does not give such notice within such twenty (20) day period this Lease shall be cancelled and terminated as of the date of the occurrence of such damage.

7.03 Total Destruction. If during the term of this Lease there is Premises Total Destruction (including destruction required by any authorized public authority), this Lease shall automatically terminate as of the date of such total destruction.

7.04 Temporary Facilities. Authority acknowledges and agrees that it is necessary that Lessee maintain continuous operation on the Premises during the term of this Lease. Therefore, in the event of Premises Partial Damage which renders Lessee's Wireless Facility inoperable or unusable and the Lease is continued pursuant to Section 7.02, Lessee, as hereinafter provided, shall have the right (subject to Authority's approval, which shall not be

unreasonably withheld, and any requirement of law or governmental authority and any applicable covenants, conditions and restrictions) to construct or install temporary facilities, including temporary or replacement antenna, if necessary, in or about the Premises or the Site, in such locations as may be reasonably acceptable to Authority and in a manner which will not interfere with any repair or reconstruction efforts, in order to continue operation. Authority shall allow Lessee to install such additional equipment and fixtures, including replacement antenna, cables and wires, and shall permit Lessee such access, repair and maintenance rights as may be necessary to allow Lessee to operate and maintain such temporary facilities until the Premises have been sufficiently repaired to permit Lessee to use the Premises, or until a substitute permanent location acceptable to Authority and Lessee has been agreed upon, and construction of such substitute permanent facility has been completed.

7.05 Abatement of Rent: Lessee's Remedies. In the event of damage described in Section 7.01(b) and Authority or Lessee repairs or restores the Premises pursuant to the provisions of this Section 7, the rent payable hereunder for the period in which such damage, repair or restoration continues shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired. Except for abatement of rent, if any, or as otherwise provided in this Lease, Lessee shall have no claim against Authority for any damage suffered by reason of any such damage, destruction, repair or restoration.

7.06 Lessee's Right to Terminate. Lessee shall have the right to terminate this Lease should one of the following events occur:

(a) The approval of any agency, board, court or other governmental authority necessary for either the construction or operation of this Wireless Facility cannot be

obtained, or said approval is revoked, or Lessee determines the cost of obtaining such approval is prohibitive; or

(b) Lessee determines that the Premises is not appropriate for its Wireless Facility for technological reasons, including, but not limited to, signal interference.

(c) Lessee will give Authority no less than thirty (30) days' written notice of termination of this Lease under the terms of this Section. Upon termination, Lessee shall remove all of Lessee's communication equipment from the Premises and shall restore the Premises to its original condition except for normal wear and tear, and Authority and Lessee shall be relieved of any further obligation under this Lease, with the exception that Lessee shall be obligated to pay any rent and the Transactional Costs, if any, as specified in Section 3, accruing prior to the date of termination of this Lease.

7.07 Authority's Right to Terminate. After the commencement of the second five-year Renewal Term (ten (10) years after the Commencement Date), Authority may terminate this Lease upon 365 days' written notice to Lessee.

7.08 Waiver. Authority and Lessee waive the provisions of any statutes which relate to termination of leases when leased property is destroyed and agree that such event shall be governed by the terms of this Lease.

7.09 Condemnation. If a condemning authority takes all of the Premises, or a portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of the Lessee's Wireless Facility, moving expenses, prepaid rent, business dislocation

expenses and any other amounts recoverable under condemnation law except for amounts pertaining to Authority's ownership in the Premises). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

Section 8. TAXES.

Pursuant to California Revenue and Taxation Code Section 107.6, Lessee is hereby notified of its obligation to pay all property taxes levied on Lessee's interests in property created by the Lease, including real property, personal property and possessory interest taxes. Moreover, it shall be Lessee's exclusive obligation to determine the scope of its tax obligations created by the Lease, and Authority assumes no responsibility therefore. Lessee also bears responsibility for paying all fees and assessments (general and special) generated by the Lease, and Authority assumes no responsibility therefore.

Section 9. UTILITIES.

Lessee shall have the right to install utilities, at Lessee's expense, on or near the Premises (including, but not limited to the installation of emergency back-up power) in accordance with the plans approved in advance by Authority. Subject to Authority's approval of the location, which approval shall not be unreasonably withheld, delayed or conditioned, Lessee, at Lessee's sole cost, shall have the right to place utilities on (or to bring utilities across) Authority's Property in order to service the Premises and Lessee's Wireless Facility. If Lessee elects to use a gasoline or diesel generator for emergency power, the installation and maintenance of the generator and fuel storage tank shall comply with all zoning, safety, and environmental laws and regulations now in effect or which may hereafter be enacted. Lessee shall pay for all water, gas, heat, light, power and telephone and other utilities and services

supplied to the Premises, together with any taxes thereon. Authority's approval of this Lease does not constitute any zoning or land use approval, which Lessee must obtain separately.

Section 10. ENVIRONMENTAL

Lessee agrees that it will not use, generate, store or dispose of Hazardous Materials (as defined below) on, under, about or within the Premises. Notwithstanding the above, Lessee may use and store batteries and fuel for a generator, provided that batteries and fuel are used in compliance with all applicable federal, state and local laws. Authority represents that, to the knowledge of its General Manager, without the duty of further investigation or inquiry, it has no actual knowledge of any Hazardous Material on or under the Premises that are identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("Hazardous Material"). Lessee is hereby on notice that Authority maintains at least one underground storage tank at the Site for purposes of refueling its transit vehicles. Prior to entering into this Lease, Lessee is encouraged to satisfy itself that the Premises are free of any contamination from Hazardous Materials.

Section 11. SIGNS.

Lessee shall not place any signs upon the Premises, except such signs as may be required by federal, state or local safety regulations, and the location and size of such signs shall be subject to the reasonable review and approval of Authority.

Section 12. ASSIGNMENT.

12.01 Authority's Consent Required. Lessee shall not voluntarily or by operation of law assign, transfer, mortgage, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises without Authority's prior written consent, which consent shall not be unreasonably withheld. Authority shall respond to Lessee's request for

consent thereunder in a timely manner and any attempted assignment, transfer, mortgage or encumbrance without such consent shall be void, and shall constitute a breach of this Lease.

Notwithstanding the foregoing, Lessee shall have the right to assign this Lease without Authority's consent (i) to any entity which controls, is controlled by, or is under common control with Lessee; (ii) to any entity resulting from merger or consolidation with Lessee; (iii) to any partnership in which Lessee, the general partner of Lessee, or any entity which controls, is controlled by, or is under common control with the general partner of Lessee, is a general partner; or (iv) to any person or entity which acquires substantially all of Lessee's assets, provided that such assignee: (1) has a net worth of not less than ten million dollars (\$10,000,000) and (2) assumes in full all of Lessee's obligations under the Lease and provided further that Lessee provides to Authority written documentation satisfactory to Authority that the two conditions referenced above have been satisfied.

12.02 Release of Lessee. Following either a permitted assignment or an assignment approved by Authority, Lessee shall be relieved of Lessee's obligations and liabilities including the obligation of Lessee to pay the rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by Authority from any other person shall not be deemed to be a waiver by Authority of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment.

Section 13. DEFAULTS: REMEDIES.

13.01 Defaults. The occurrence of any one or more of the following events shall constitute a material default or breach of this Lease by Lessee.

- (a) The abandonment of the Premises by Lessee.
- (b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall

continue for a period of ten (10) business days after written notice thereof from Authority to Lessee. In the event that Authority serves Lessee with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph.

(c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease in any material respect to be observed or performed by Lessee, other than those described in Section 13.01 (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Authority to Lessee; provided, however, that the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(d) (1) The making by Lessee of any general arrangement or assignment for the benefit of creditors;

(2) Lessee becomes a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days);

(3) The appointment of a trustee or receiver to take possession of all or substantially all of Lessee's assets located at or on the Premises or of Lessee's interest in the Lease, where possession is not restored to Lessee within thirty (30) days.

(4) The attachment, execution or other judicial seizure of all or substantially all of Lessee's assets located at or on the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Provided, however, in the event that any provision of this Section 13.01 (d) is contrary to any applicable law, such provision shall be of no force or effect.

13.02 Remedies. In the event of any such material default or breach by Lessee, Authority may at any time thereafter, with or without notice or demand and without limiting Authority in the exercise of any right or remedy which Authority may have by reason of such default or breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Authority. In such event Authority shall be entitled to recover from Lessee all damages incurred by Authority by reason of Lessee's default including, but not limited to: the cost of recovering possession of the Premises; expenses of reletting, including any costs to return the Premises to the same condition, as near as practical, as when the Lessee received the property from Authority, less ordinary wear and tear; reasonable attorney's fees; and the value at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Lessee proves could be reasonably avoided.

(b) Maintain Lessee's right to possession in which case this Lease shall continue in effect whether or not Lessee shall have abandoned the Premises. In such event Authority shall be entitled to enforce all of Authority's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

(c) Pursue any other remedy now or hereafter available to Authority under the laws or judicial decision of the State of California. Unpaid installments of rent and

other unpaid monetary obligations of Lessee under the terms of this Lease shall bear interest from the ten (10) days after the date due at the maximum rate then allowable by law.

Section 14. LESSOR'S LIABILITY.

The term "Authority" as used herein shall mean only the owner of the fee title of the Premises at the time in question. In the event of any transfer of such title or interest, Authority herein named (and in the case of any subsequent transfers then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Authority's obligations thereafter to be performed, provided that any funds in the hands of Authority at the time of such transfer, in which Lessee has an interest, shall be delivered to the grantee and such grantee has assumed all of the obligations of Authority hereunder.

Section 15. INTEREST ON PAST- DUE OBLIGATIONS.

Except as expressly herein provided, any amount owed to Authority not paid within ten (10) days of when due shall bear interest at the maximum rate then allowable by law from the date due.

Section 16. HOLDING OVER.

If Lessee remains in possession of the Premises or any part thereof after the expiration of the initial term or option term hereof, as the case may be, such occupancy shall be a tenancy from month to month with all the obligations of the Lease applicable to Lessee and at a monthly rental obligation of one and one half (1.5) times the per month rental in effect at the time of expiration.

Section 17. LESSOR'S ACCESS.

Authority and Authority's agents shall have the right to enter the Premises at reasonable times upon twenty-four (24) hours' prior notice and request to Lessee for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and

making such alterations, repairs, improvements or additions to the Premises as Authority may deem necessary provided such alterations, repairs, improvements or additions do not materially interfere with Lessee's use of the Premises, except that the notice and request requirements are not applicable when access is required for emergency purposes. In case of any emergency, Authority shall notify Lessee as soon as reasonably possible. Further, except for emergency purposes, Authority shall be accompanied by an employee or representative of Lessee provided such employee or representative makes himself or herself available at the noticed and requested time and place. Authority may at any time place on or about the Premises any ordinary "For Sale" signs and Authority may at any time during the last 120 days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Lessee.

Section 18. QUIET POSSESSION.

Upon Lessee paying the rent for the Premises and observing and performing all of the covenants, conditions and provisions on Lessee's part to be observed and performed hereunder, Lessee shall have quiet possession of the Premises for the entire term hereof, including any Renewal Terms, subject to all of the provisions of this Lease. The individuals executing this Lease on behalf of Authority represent and warrant to Lessee with the knowledge that Lessee is relying on such representations and warranties: (a) that they are fully authorized and legally capable of executing this Lease on behalf of Authority, (b) that such execution is binding upon all parties holding an ownership interest in the Premises; and (c) that Authority is the owner of the Premises and has full right and authority to grant Lessee the access and all the uses of the Premises as specified herein.

Section 19. EASEMENTS.

Authority reserves to itself the right, from time to time, to grant such easements, rights and dedications that Authority deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not interfere with the use of the Premises by Lessee. Lessee shall sign any of the aforementioned documents upon request of Authority and failure to do so shall constitute a material breach of this Lease.

Section 20. GENERAL PROVISIONS.

20.01 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

20.02 Time of Essence. Time is of the essence in this Lease.

20.03 Additional Rent. Any monetary obligations of Lessee to Authority under the terms of this Lease shall be deemed to include the minimum rent and all other sums paid or payable by Lessee to Authority hereunder.

20.04 Entire Agreement. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of modification. Except as otherwise stated in this Lease, Lessee hereby acknowledges that neither Authority nor any employee(s) or agent(s) of Authority has made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of said Premises and Lessee acknowledges that to the extent arising out of Lessee's improvements to or use of the Premises Lessee assumes all responsibility regarding the

Occupational Safety and Health Act, the legal use and adaptability of the Premises and compliance with all applicable laws and regulations in effect during the term of this Lease.

20.05 Notices. Any notice required or permitted to be given hereunder, including a Notice to Pay Rent or Quit, or Notice to Terminate, must be given or made for all purposes in writing and will be deemed made (i) if hand delivered, on the day delivered, (ii) if sent by nationally recognized overnight courier, on the day after it is sent, or (iii) if mailed first class mail, postage prepaid and return receipt requested, on the seventh (7th) day after depositing in the mail to the applicable address set forth below or to such other address and facsimile number that the parties hereto shall designate as follows:

Authority: Livermore Amador Valley Transit Authority
 1362 Rutan Court, Suite 100
 Livermore, CA 94551
 Attention: General Manger
 Facsimile No: (925) 443-1375

Lessee: Omnipoint Communications, Inc.
 2380 – A Bisso Lane
 Concord, CA 94520
 Attn: Lease Administration Manager

With copies concurrently to:

 T-Mobile USA, Inc.
 12920 SE 38th Street
 Bellevue, WA 98006
 One copy Attn to: Lease Administration
 One copy Attn to: Legal Department

Each notice shall specify the paragraph of this Lease, if any, pursuant or with reference to which it is given. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Authority hereunder shall be concurrently transmitted to such party or parties at such addresses as

Authority may from time to time hereafter designate by notice to Lessee. Notice given under this section shall be deemed in compliance with applicable statutory notice requirements, including Code of Civil Procedure Section 1162 and Civil Code Section 1953.

20.06 Waivers. No waiver by Authority or Lessee of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Authority or Lessee of the same or any other provision. Authority's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Authority's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Authority shall not be waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Authority's knowledge of such preceding breach at the time of acceptance of such rent.

20.07 Cumulative Remedies. No remedy or election under this Lease shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

20.08 Binding Effect: Choice of Law. Subject to any provisions hereof restricting assignment by Lessee and subject to the provision of Section 14, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California applicable to leases entered into, and to be wholly performed, within the State. The language of all parts of this Lease shall be construed with its fair meaning and not strictly for or against Authority or Lessee.

20.09 Conditions to Effectiveness of Lease. The approval of the Authority's Board of Directors constitutes an express condition precedent to the effectiveness of this Lease.

20.10 Attorney's Fees. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to have its reasonable attorney's fees and court costs to be paid by the losing party.

20.11 Consent. Whenever under this Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed and all such determinations shall be made on a reasonable basis and in a reasonable manner.

20.12 Authority. Each individual executing this Lease on behalf of Lessee and Authority represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said Party.

20.13 Captions. The captions used herein are for convenience only and are a part of this Lease and do not in any way amplify or detract from the terms or provisions hereof.

20.14 Further Assurances. In addition to the actions specifically mentioned in this Lease, the parties shall each do whatever may be reasonably necessary to accomplish the transactions contemplated in the Lease including, without limitation, execution of a Memorandum of this Lease appropriate for recording in Alameda County, in the form of Exhibit C attached hereto.

20.15 Modification of Amendments. The Lease may be modified or amended only by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

Paula Kelly

Joseph Adams

Muller

By: [Signature]

Title: Area Director - Northern CA

Date: 9-28-07

By _____

[Handwritten signature]

Title -----

Date 10-11-07

EXHIBIT A

LEGAL DESCRIPTION OF THE SITE

PARCEL 1, AS SHOWN ON PARCEL MAP 5693, FILED IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY, CALIFORNIA, ON MAY 22, 1990 IN BOOK 189 OF MAPS, PAGES 94-95.

APN: 099-1331-031

EXHIBIT B

DESCRIPTION OF THE PREMISES

A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO

PROPERTY INFORMATION

SITE ADDRESS: 1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551

PROPERTY OWNER: LIVERMORE ANIMOR VALLEY
1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551
CONTACT: GREGORY LOVE
PHONE: (925) 452-1588
FAX: (925) 452-1588

LOCATION: 37° 41' 22.98"N
121° 48' 05.12"W

LANDING TYPE: 413.4' MSL

ELEVATION: 999-1331-031

JURISDICTION: CITY OF LIVERMORE

APN: P00

CURRENT ZONING: P00

PROPOSED USE: TELECOMMUNICATION FACILITY

APPROVAL BLOCK

LANDLORD: DATE:

LEASING MANAGER: DATE:

REGIONAL PROJECT MANAGER: DATE:

ZONING MANAGER: DATE:

RF ENGINEER: DATE:

EQUIPMENT MANAGER: DATE:

COORDINATION ENGINEER: DATE:

CONSTRUCTION MANAGER: DATE:

TEAM LEAD: DATE:

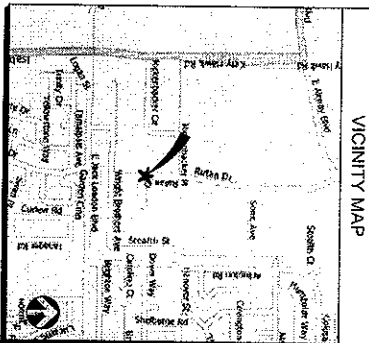
PRODUCTION LEAD: DATE:

EXPANSION MANAGER: DATE:

PROJECT SUMMARY

7-MOBILE PROPOSES TO CONSTRUCT, OPERATE AND MAINTAIN AN OUTDOOR MOBILE RADIO COMMUNICATIONS FACILITY AT 1862 RUTAN CT. SUITE 100, LIVERMORE, CA 94551. THE FACILITY WILL BE MOUNTED IN A STEALTH LIGHTPOLE.

VICINITY MAP



DRIVING DIRECTIONS

FROM 1862 GATEWAY BLVD., LIVERMORE, CA 94520

1. TURN RIGHT ONTO CA-242 S.
2. TURN LEFT ONTO CA-242 S.
3. TURN RIGHT ONTO CA-242 S.
4. TURN LEFT ONTO CA-242 S.
5. TURN RIGHT ONTO CA-242 S.
6. TURN LEFT ONTO CA-242 S.
7. TURN RIGHT ONTO CA-242 S.
8. TURN LEFT ONTO CA-242 S.
9. TURN RIGHT ONTO CA-242 S.
10. TURN LEFT ONTO CA-242 S.
11. TURN RIGHT ONTO CA-242 S.

CONTACT INFORMATION

APPLICANT: T-MOBILE COMMUNICATIONS, A SUBSIDIARY OF T-MOBILE USA, INC.
1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551
CONTACT: GREGORY LOVE
PHONE: (925) 452-1588
FAX: (925) 452-1588

RF ENGINEER: T-MOBILE COMMUNICATIONS, A SUBSIDIARY OF T-MOBILE USA, INC.
1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551
CONTACT: GREGORY LOVE
PHONE: (925) 452-1588
FAX: (925) 452-1588

CONSTRUCTION: SRES, INC.
10411 OLD PACEWAY RD #210
SAN JOSE, CA 95127
CONTACT: CHRYL SHIBBALL
PHONE: (408) 250-2887

PROPERTY OWNER: LIVERMORE ANIMOR VALLEY
1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551
CONTACT: GREGORY LOVE
PHONE: (925) 452-1588
FAX: (925) 452-1588

ARCHITECT/ENGINEER: SRES, INC.
10411 OLD PACEWAY RD #210
SAN JOSE, CA 95127
CONTACT: CHRYL SHIBBALL
PHONE: (408) 250-2887

ASSESSORS PARCEL NO.: 099-1331-031

LEGAL DESCRIPTION: SEE L5-1 AND L5-2 SHEETS

ADDITIONAL COMPLIANCE: NOT APPLICABLE FOR THIS TYPE OF CONSTRUCTION.

OCCUPANCY CLASSIFICATION: L5-1

SHEET INDEX

SHEET	DESCRIPTION
T-1	TITLE SHEET
L5-1	SITE SURVEY
L5-2	SITE SURVEY
A-1	SITE PLAN
A-2	ANTENNA PLAN, EQUIPMENT LAYOUT, AND DETAILS
A-3	ELEVATIONS
A-4	ELEVATIONS
A-5	DETAILS
E-1	SINGLE LINE DIAGRAM
E-2	ELECTRICAL PLANS
E-3	GROUNDING PLAN
E-4	DETAILS

APPLICABLE CODES

CALIFORNIA BUILDING CODE 2001 (UNIFORM BUILDING CODE 1997)

CALIFORNIA ELECTRICAL CODE 2001 (UNIFORM ELECTRICAL CODE 2000)

CALIFORNIA MECHANICAL CODE 2001 (UNIFORM MECHANICAL CODE 2000)

CALIFORNIA FIRE CODE 2001 (UNIFORM FIRE CODE 2000)

CALIFORNIA PLUMBING CODE 2001 (UNIFORM PLUMBING CODE 2000)

CALIFORNIA MECHANICAL CODE 2001 (UNIFORM MECHANICAL CODE 2000)

CALIFORNIA FIRE CODE 2001 (UNIFORM FIRE CODE 2000)

PROPRIETARY INFORMATION: THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY TO T-MOBILE USA, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF T-MOBILE USA, INC.

T-Mobile
1862 GATEWAY BLVD. SUITE 100
LIVERMORE, CA 94551

PROJECT REGISTRATION:
BA12950-D
WHEELS TRANSIT
1862 RUTAN CT. SUITE 100
LIVERMORE, CA 94551

CURRENT ISSUE DATE:
07/24/07

90% CONSTRUCTION

DATE	DESCRIPTION	BY
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW

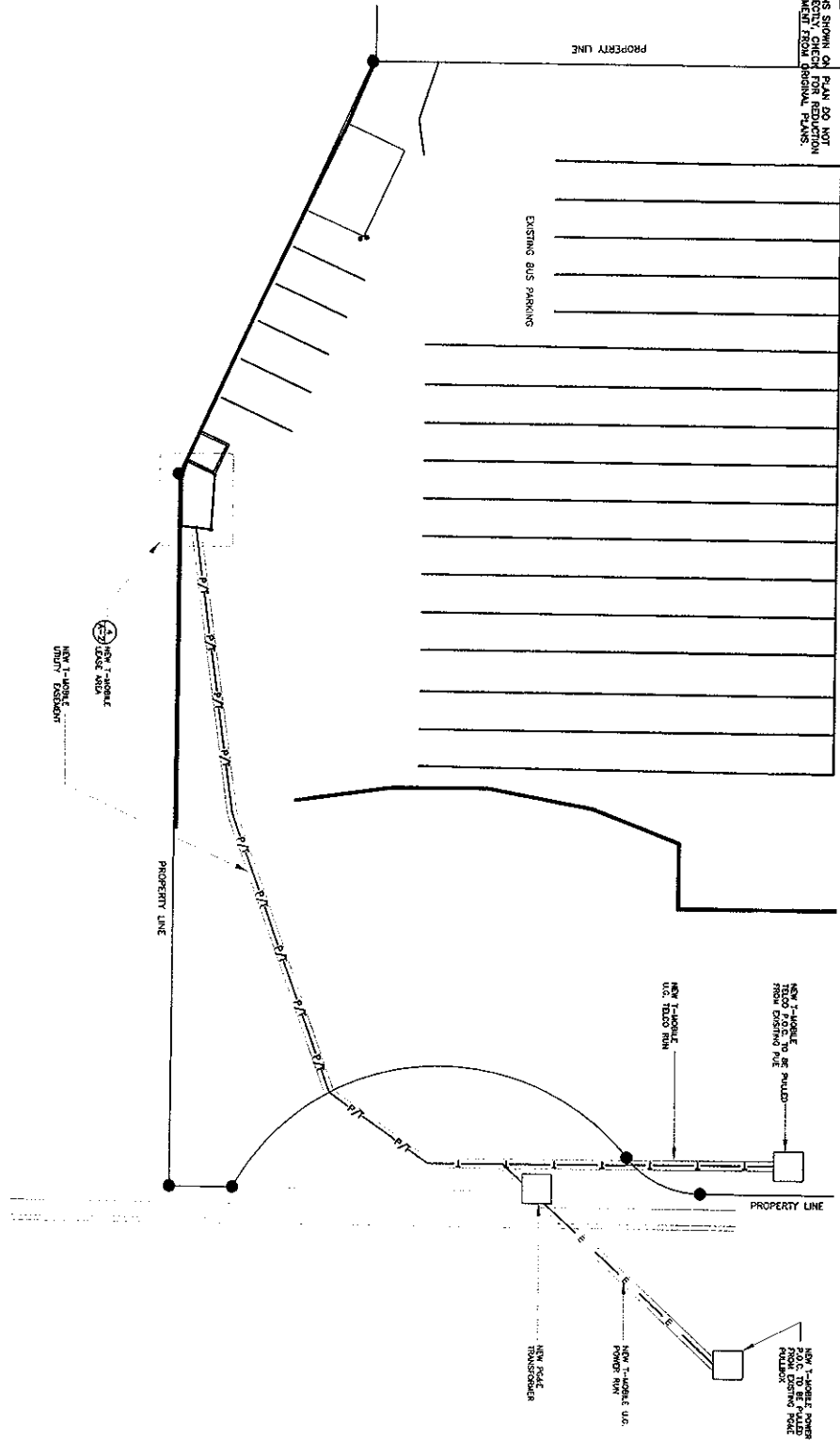
SAES
13411 OLD PACEWAY BLVD.
SAN JOSE, CA 95127

DATE	DESCRIPTION	BY
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW
6/29/07	90% CONSTRUCTION	AW

TITLE SHEET

T-1 **B**

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.



SITE PLAN

SCALE
AS SHOWN
1

PROPRIETARY INFORMATION
THE SET OF DRAWINGS IS PROPRIETARY
DISCLOSED TO ANY USER OR
REPRODUCED IN ANY MANNER
WITHOUT THE WRITTEN CONSENT OF
THE ENGINEER IS STRICTLY
PROHIBITED.

Mobile
1800 CALIFORNIA AVE
CHICO, CA 95926

PROJECT INFORMATION:
BA12950-D
WHEELS TRANSIT
1800 CALIFORNIA AVE
CHICO, CA 95926

ISSUED FOR:
07/24/07

90% CONSTRUCTION
DATE: 07/24/07
DESCRIPTION: 90% CONSTRUCTION

PLANS PREPARED BY:
SAES
1800 CALIFORNIA AVE
CHICO, CA 95926

DATE: 07/24/07
DESCRIPTION: 90% CONSTRUCTION

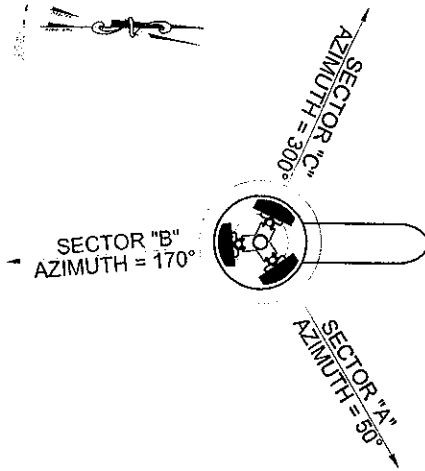
DATE: 07/24/07
DESCRIPTION: 90% CONSTRUCTION

DATE: 07/24/07
DESCRIPTION: 90% CONSTRUCTION

DATE: 07/24/07
DESCRIPTION: 90% CONSTRUCTION

DATE: 07/24/07
DESCRIPTION: 90% CONSTRUCTION

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN
DO NOT SCALE CORRECTLY, CHECK
FOR PRODUCTION OF UNLARGED
FROM ORIGINAL 10485.

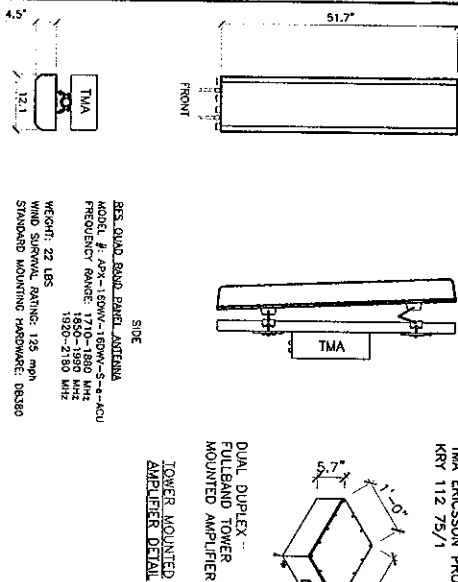


ANTENNA LAYOUT

SCALE
NOT TO SCALE

ANTENNA DETAIL

SCALE
NOT TO SCALE



NOTE:
ERICSSON PRODUCT#:
KRY 112 75/1

DUAL DUPLEX...
FULL-BAND TOWER
MOUNTED AMPLIFIER
TOWER MOUNTED
AMPLIFIER DETAIL

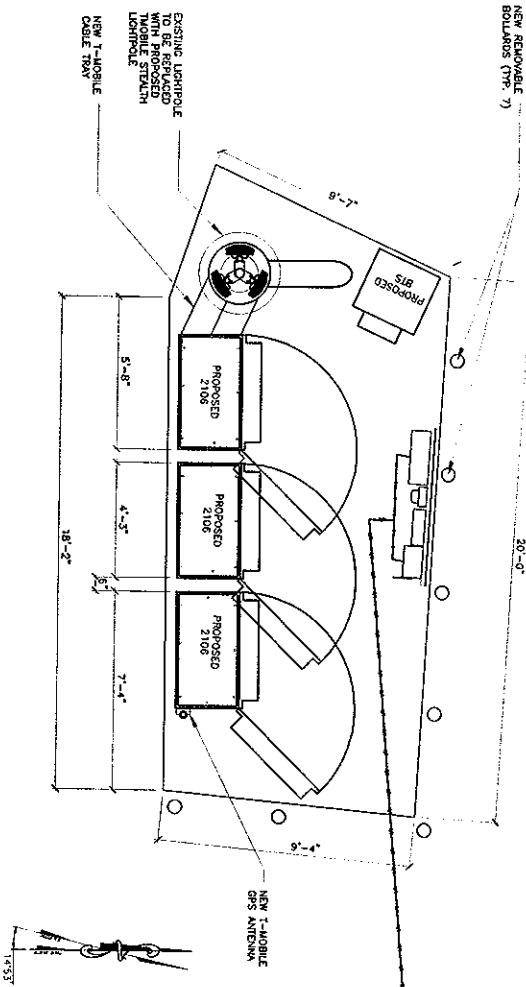
SES QUAD BAND PANEL ANTENNA
MODEL # APX-180W-180W-S-4-AU
FREQUENCY RANGE: 1710-1880 MHz
1850-1980 MHz
1850-2180 MHz
WEIGHT: 22 LBS
WIND SURVIVAL RATING: 125 mph
STANDARD MOUNTING HARDWARE: 08380

EQUIPMENT LAYOUT

SCALE
1/8\"/>

CABINET DETAIL

SCALE
NOT TO SCALE

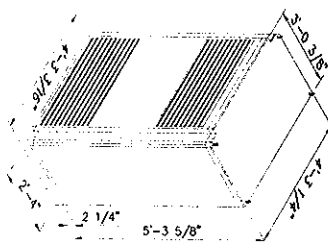


ERICSSON RBS 2106 MINIMUM CLEARANCES		
DIRECTION	MINIMUM CLEARANCE	
CABINET FRONT	55"	
CABINET REAR	2"	
CABINET LEFT	0" MIN. FOR 135° DOOR SWING	
CABINET RIGHT & LEFT	0"	
ABOVE THE CABINET	0"	

ERICSSON RBS 2106 WEIGHT & FLOOR LOADING		
CABINET	APPROX. MAX. WEIGHT	MAX. FLOOR LOADING
RBS 2106	1215 LBS (550 kg) (WEIGHT WITHOUT BATTERIES)	1301 LBS (590 kg) (WEIGHT WITH BATTERIES)

ERICSSON RBS 2106 DIMENSIONS		
CABINET	HEIGHT x WIDTH x DEPTH	
RBS 2106	* 63 5/8" H x 51 3/8" W x 38 3/8" D (1616.5mm x 1300mm x 925mm)	
FOOTPRINT (INCLUDING INSULATION FRAME)	* 63 5/8" H x 51 3/8" W x 28" D (1616.5mm x 1300mm x 710mm)	

* NOTE:
STANDARD HEIGHT SHOWN ON THE TABLE INCLUDES MOUNTING BASE FRAME (36.5mm H)
PROVIDED BY ERICSSON. OPTIONAL CABLE BASE FRAME 150mm H IS NOT INCLUDED.



PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS
SET OF DRAWINGS IS PROPRIETARY
TO THE COMPANY AND IS NOT TO BE
REPRODUCED OR TRANSMITTED IN
ANY FORM OR BY ANY MEANS
ELECTRONIC, MECHANICAL, PHOTOCOPYING,
RECORDING, OR BY ANY INFORMATION
STORAGE AND RETRIEVAL SYSTEM
WITHOUT THE WRITTEN PERMISSION OF
THE COMPANY.

T-Mobile
1885 OUTRIGGER BLVD, SUITE 600
DALLAS, TEXAS 75244-1200
(214) 241-1000

PROJECT INFORMATION:
BA12950-D
WHEELS TRANSIT
1885 OUTRIGGER BLVD, SUITE 600
DALLAS, TEXAS 75244-1200
(214) 241-1000

CURRENT ISSUE DATE:
07/24/07

ISSUED FOR:
90% CONSTRUCTION

REV. DATE: DESCRIPTION: BY:
A 06/27/07 90% CONSTRUCTION LNF
B 07/24/07 90% CONSTRUCTION LNF

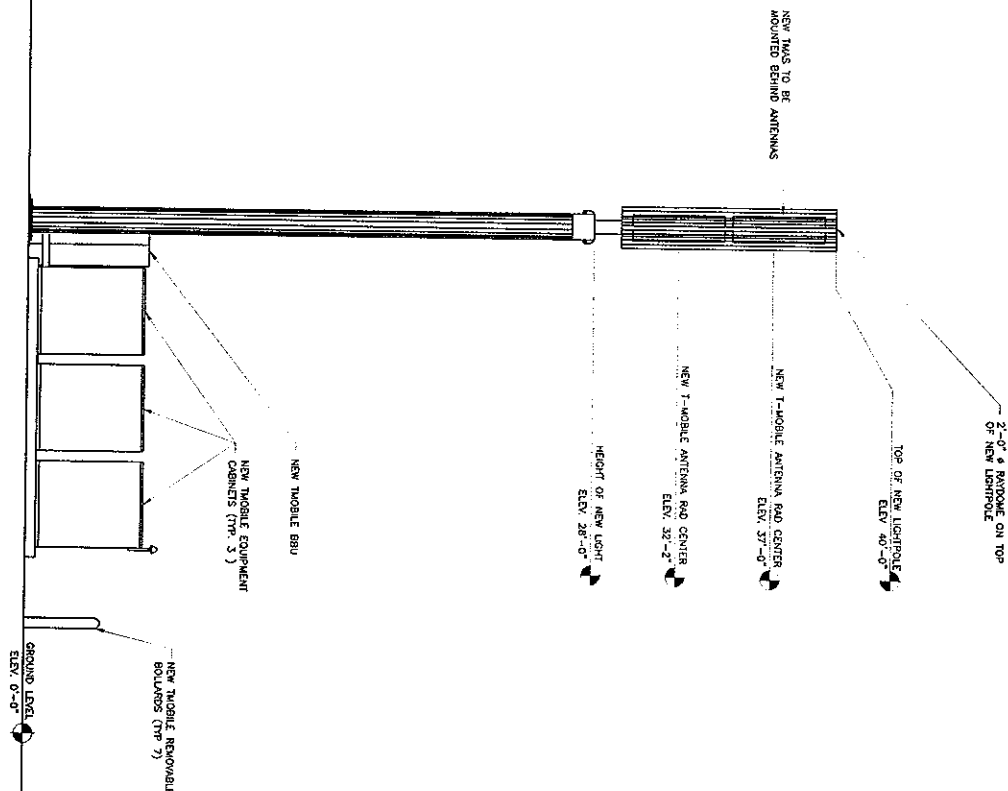
PLANS PREPARED BY:
GAES
18411 O.B. PUGH AVENUE
SUITE 210
SACRAMENTO, CA 95827

DESIGNED BY:
CHECKED BY:
DATE: 07/24/07
BY: LNF

EQUIPMENT LAYOUT
AND DETAILS

SHEET NUMBER: **A-2**
REVISION: **B**

SCALE NOTE:
IF DIMENSIONS SHOWN ON PLAN
DO NOT MATCH DIMENSIONS SHOWN
ON ELEVATIONS, CHECK
FOR DISCREPANCY OR DISCREPANCY
FROM ORIGINAL PLANS

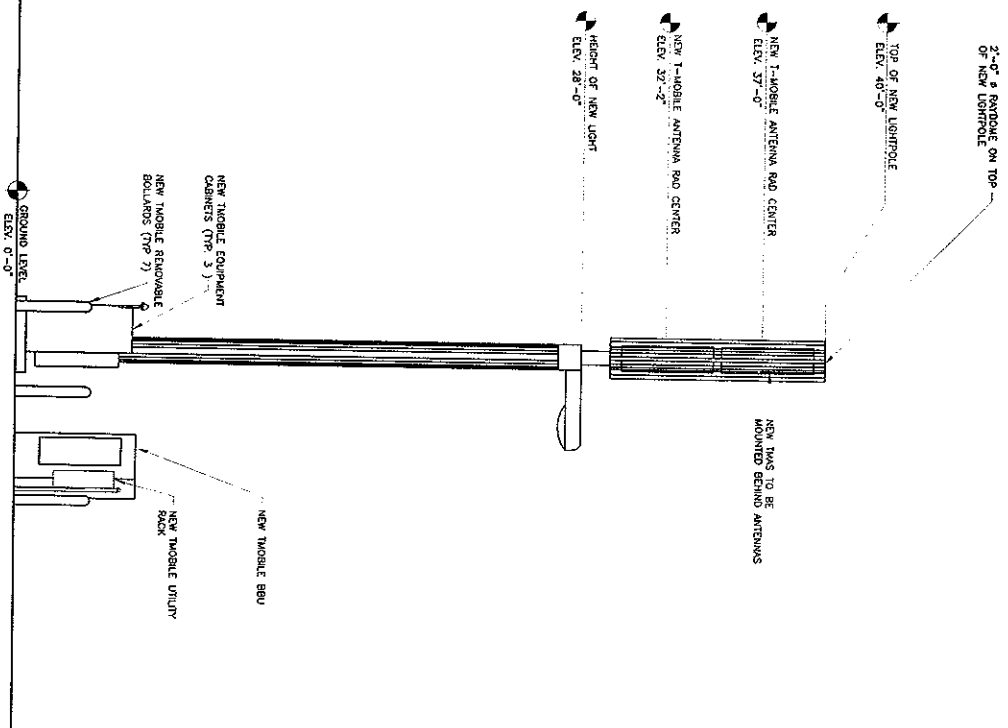


SOUTH ELEVATION

SCALE 3/8" = 1'-0"

EAST ELEVATION

SCALE 3/8" = 1'-0"



PROPRIETARY INFORMATION
THE INFORMATION CONTAINED HEREIN IS
THE PROPERTY OF THE COMPANY AND IS
NOT TO BE REPRODUCED OR TRANSMITTED
IN ANY FORM OR BY ANY MEANS
ELECTRONIC OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING, OR BY ANY
INFORMATION STORAGE AND RETRIEVAL
SYSTEM, WITHOUT PERMISSION IN WRITING
FROM THE COMPANY.

T-Mobile
1850 EASTERN BLVD, SUITE 600
CHANDLER, AZ 85226

PROJECT INFORMATION:
BA12950-D
WHEELS TRANSIT
2ND STREET STATION
LIVERMORE, CA 94550

DESIGNER: **07/24/07**

ISSUED FOR: **90% CONSTRUCTION**

REVISED FOR: **07/24/07**

DATE: **07/24/07**

DESIGNED BY: **07/24/07**

DATE: **07/24/07**

DATE: **07/24/07**

DATE: **07/24/07**

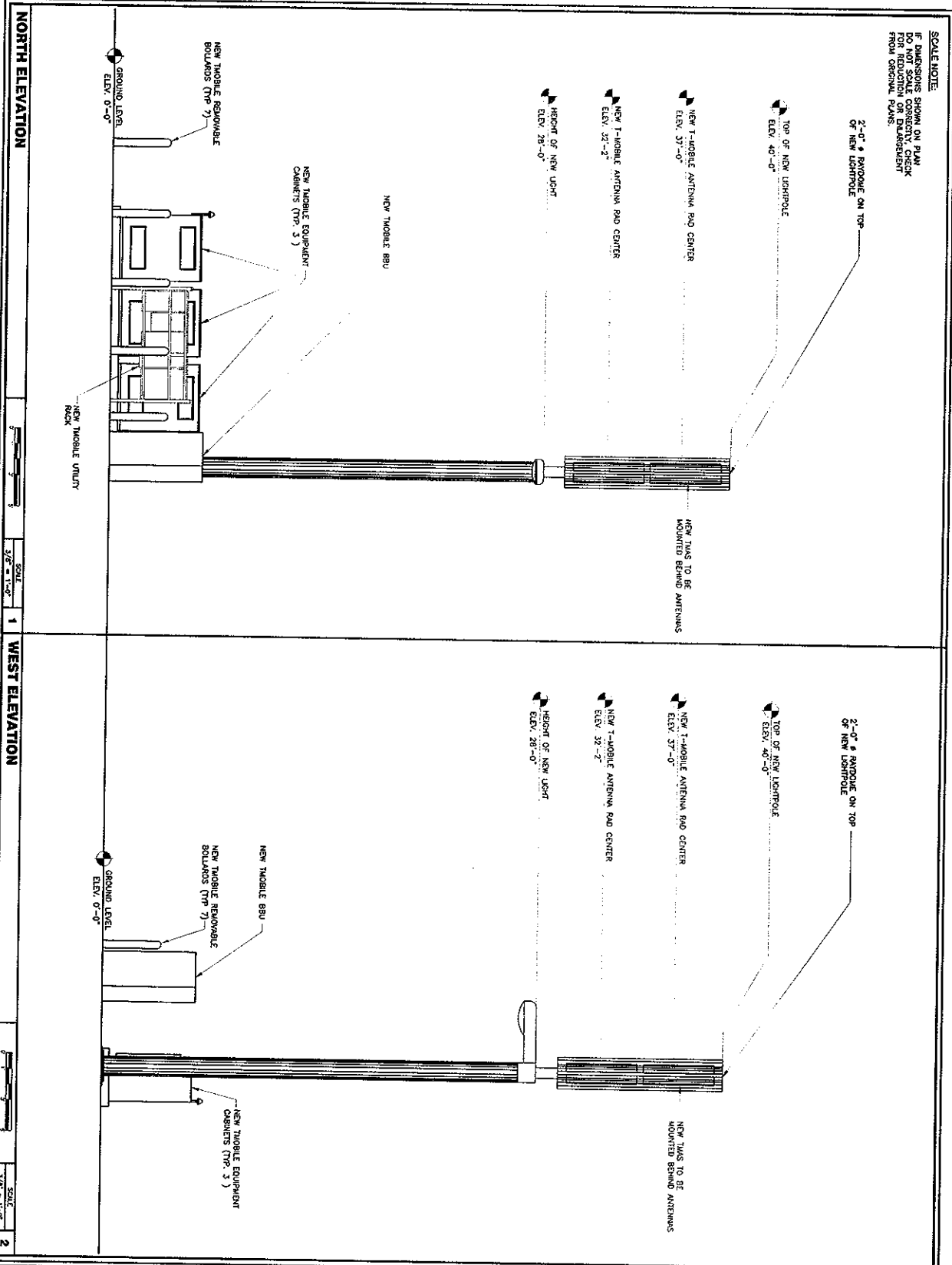
DATE: **07/24/07**

DATE: **07/24/07**

DATE: **07/24/07**

DATE: **07/24/07**

SCALE NOTE
 IF DIMENSIONS SHOWN ON PLAN
 DO NOT SCALE CORRECTLY, CHECK
 DIMENSIONS TO BE SHOWN TO
 FROM ORIGINAL PLANS



PROPERTY INFORMATION
 THE INFORMATION CONTAINED IN THIS
 SET OF DRAWINGS IS THE PROPERTY OF
 THE CLIENT. IT IS TO BE USED ONLY FOR
 THE PROJECT AND SITE SPECIFICALLY
 IDENTIFIED TO THE CLIENT. IT IS NOT TO
 BE REPRODUCED OR TRANSMITTED IN
 ANY FORM OR BY ANY MEANS, ELECTRONIC
 OR MECHANICAL, INCLUDING PHOTOCOPYING,
 RECORDING, OR BY ANY INFORMATION
 STORAGE AND RETRIEVAL SYSTEM, WITHOUT
 THE WRITTEN PERMISSION OF THE CLIENT.

WHEELS TRANSIT
 1500 BURNING OF STATE 100
 INTERNATIONAL, CA 94061

PROJECT INFORMATION
 BA12950-D
 07/24/07

90% CONSTRUCTION
 07/24/07

REV. DATE DESCRIPTION
 A 06/29/07 90% CONSTRUCTION
 B 07/24/07 90% CONSTRUCTION

PLANS PREPARED BY:
 BAES
 16411 OLD PLACERVILLE DRIVE
 SACRAMENTO, CA 95827

DESIGNER:
 LHM
 RNV
 KFC

CHECKED BY:
 LHM
 RNV
 KFC

SHEET TITLE:
 ELEVATIONS

SHEET NUMBER:
 A-4

REVISION:
 B

**Recorded, Requested By, and
When Recorded Return To:**
Omnipoint Communications Inc.
2380 Bisso Lane, Suite A
Concord, CA 94520
Attn: Lease Administration

MEMORANDUM OF LEASE

This Memorandum of Lease with option ("Memorandum") dated as of September 10, 2007 is entered into between Livermore-Amador Valley Transit Authority, a joint powers authority ("Lessor") and Omnipoint Communications, Inc., a Delaware Corporation, d/b/a T-Mobile ("Lessee") regarding a portion of the property.

See Attached Exhibit "A" incorporated herein for all purposes

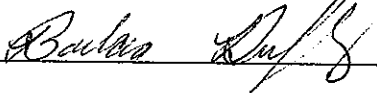
The Lease is for a term of five (5) years and will commence on the thirtieth (30th) day following Lessee's notice to Authority in writing that Lessee has obtained all permits and approvals necessary for Lessee to be legally entitled to construct a facility for providing wireless telecommunications service at the Premises, or six (6) months from the date this Lease is executed, whichever occurs first. Authority shall grant Lessee the right and option to extend this Lease for Three (3) additional Five (5) year terms.

This memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of a conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

[SIGNATURE PAGE FOLLOWS]

Lessor: Livermore-Amador Valley Transit Authority, a joint powers authority

By: 

Printed Name: Barbara Duffy

Title: Executive Director

Date: September 17, 2007

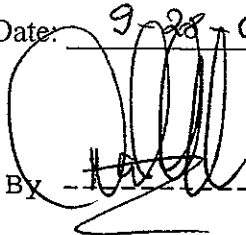
Lessee: Omnipoint Communications, Inc., dba T-Mobile, Inc.

By: 

Printed Name: Jim Sullivan

Title: Area Director - Northern CA

Date: 9-28-07



By: _____

David Gallacher

Printed Name Vice President, West Region

Title _____

Date 10-11-07

Exhibit A

Legal Description of the Site

APN: 099-1331-031

PARCEL 1, AS SHOWN ON PARCEL MAP 5693, FILED IN THE OFFICE OF THE RECORDER OF ALAMEDA COUNTY, CALIFORNIA, ON MAY 22, 1990 IN BOOK 189 OF MAPS, PAGES 94-95.

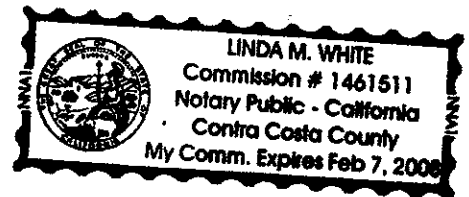
APN: 099-1331-031

State of California)
County of Alameda)

On September 17, 2007 before me, Linda White, personally appeared Barbara Duffy, Executive Director, Livermore Amador Valley Transit Authority, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Linda M. White (Seal)



State of California)
County of _____)

On _____ before me, (here insert name and title of the officer), personally appeared _____,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)



February 26, 2008

Via DHL, 2nd Day Delivery

Livermore Amador Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551
Attn: General Manager

Re: Commencement of Lease ("Lease") dated September 10, 2007 between Livermore-Amador Valley Transit Authority a joint powers authority ("Authority") and Omnipoint Communications, Inc., a Delaware corporation ("Lessee")

Site No.: BA12950D

Site Address: 1362 Rutan Court, Suite 10, Livermore, CA 94551

Dear Sir or Ma'am:

By this letter, Omnipoint Communications, Inc. would like to notify you that the above referenced lease has commenced. Per the terms of the agreement, it commenced "on the 30th day following Lessee's notice to Authority in writing that Lessee has obtained all permits...or six (6) months from the date this lease is executed, whichever occurs first" and T-Mobile will begin rental payments. The effective date of the lease commencement shall be March 26, 2008. You should have previously received a fully executed original of the Lease.

A payment for rents due will be sent to you in approximately 21 business days. Subsequent monthly rent will arrive on or before the first day of each month.

On behalf of Omnipoint Communications, Inc., I would like to thank you for your involvement with the development of the T-Mobile wireless network. Should you have any questions or concerns please feel free to contact Candis Faix, Lease Administrator for this site, at (925) 288-6689, or you may also call our Landlord Hotline at (925) 319-7480. We look forward to a successful relationship.

Sincerely,

Martin Vernon
Director San Francisco Market
Omnipoint Communications, Inc.



1855 Gateway Blvd
Suite 900
Concord, CA 94520

Ms. Beverly Adamo
Director of Administrative Services
Livermore Amador Valley Transit Authority
1362 Rutan Court, # 100
Livermore, CA 94551

May 7, 2009

Re: TMO Site BA12950 – Payment for Electrical Power

Dear Ms. Adamo:

As you know, Livermore Amador Valley Transit Authority, a joint powers authority, (the "Authority"), entered into a Lease with Omnipoint Communications, Inc., a Delaware corporation, d/b/a T-Mobile, as Lessee, dated September 10, 2007 (the "Lease").

Lessee utilized Authority's electrical power in support and operation of its Wireless Facility from and after the Lease Commencement Date up and until March 10, 2009, at which time Lessee obtained its own direct electrical power service from the local servicing utility provider. Pursuant to Section 9 of the Lease, Lessee is required to pay for all power and other utilities utilized by Lessee at the Premises.

Accordingly, within thirty (30) days of full execution of this letter agreement, Lessee will tender to Authority a one-time non-refundable payment in the amount of Four Thousand Two Hundred and 00/100 Dollars (\$4,200.00) (the "Back Utility Payment") as full and complete compensation and settlement for all costs and expenses incurred by Authority related to providing Lessee with electrical power for its Wireless Facility. Provided that Lessee tenders the Back Utility Payment within such thirty (30) day period, no penalty, fee or interest shall apply thereto.

Capitalized terms in this letter agreement (unless otherwise defined herein) shall have the same meaning as defined in the Lease. In the event of conflict between the terms and conditions contained herein and the terms and conditions contained in the Lease, the terms and conditions contained herein shall control. All other terms and conditions of the Lease remain unchanged and in full force and effect.

By your authorized signature below, on behalf of the Authority, you hereby agree and consent to the terms and conditions of this letter agreement.

Best Regards,

Martin Vernon
Area Director

T-Mobile Legal Approval
Kevin Brinkley

Agreed to and accepted this 19th day of June, 2009.

By:
Ms. Beverly Adamo

Title: Director of Administrative Services



T-Mobile USA, Inc.
12920 SE 38th Street, Bellevue, WA 98006

Livermore Amadore Valley Transit Authority
1362 Rutan Court, Suite 100
Livermore, CA 94551

RECEIVED

MAY 25 2012

Livermore Amador Valley
Transit Authority

May 17, 2012

RE: T-Mobile Site No.: BA12950D. Lease between Livermore Amadore Valley Transit Authority and T-Mobile West Corporation or its predecessor-in-interest ("Lease"), for the Premises located at or about 1362 Rutan Ct Suite 100 Livermore California 94551.

**CHANGE IN NOTICE ADDRESS AND CONVERSION
OF T-MOBILE WEST CORP. TO T-MOBILE WEST LLC**

Dear Livermore Amadore Valley Transit Authority:

Notice Address:

T-Mobile is changing its Legal Notice Address for our leases/licenses/subleases/sublicenses to the following single address for notification:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site No. BA12950D

The current Lease T-Mobile has with you may have several Legal Notice Addresses for T-Mobile, including our local market office addresses. The change to a single Notice Address is intended to both simplify and improve communications.

Entity Conversion

T-Mobile is converting T-Mobile West Corporation from a corporation to a limited liability company (T-Mobile West LLC) for administrative efficiencies. This conversion will occur on or about June 25, 2012. This will have no functional effect on you and is merely an internal change. The conversion will not modify or affect your relationship with T-Mobile, including the contact information you currently use, the T-Mobile persons who administers your Lease or your rent payments. The tax identification number (TIN) for T-Mobile West LLC will remain unchanged from the one used for T-Mobile West Corporation.

As a reminder, T-Mobile's preferred method of payment is direct deposit using an electronic funds transfer (EFT) service. If you wish to take advantage of this free electronic service, please contact Xign at Xign@T-Mobile.com or call 1-888-526-4612 (select option 3) to complete the enrollment process.

In closing, you need not respond to this letter and need only to make the change in your records regarding the above T-Mobile Legal Notice Address and the entity conversion. If you have any questions, e-mail us at propertymanagement@t-mobile.com. Thank you.

Very truly yours,

T-Mobile USA, Inc.
Real Estate & Facilities

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "First Amendment") is made effective this _____ day of _____, 2025 ("Effective Date"), by and between LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, a joint powers authority (hereinafter referred to as "Lessor") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor and Omnipoint Communications, Inc., a Delaware corporation, d/b/a T-Mobile ("Original Lessee") entered into a Lease dated September 10, 2007, a memorandum of which was recorded in the official records of Alameda County, California ("Official Records") on July 10, 2008 at Instrument No. 2008212834 (the "Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Alameda County, California from Lessor (the "Premises"), all located within certain real property owned by Lessor ("Lessor's Property"); and

WHEREAS, T-Mobile West Tower LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a Wireless Facility, as defined in Section 4.01 of the Lease; and

WHEREAS, the Lease had an initial term that commenced on March 26, 2008 and expired on March 25, 2013. The Lease provides for three (3) extensions of five (5) years each, all three (3) of which were exercised by Lessee. According to the Lease, the final extension expires on March 25, 2028; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease. All references in the Lease to the capitalized term "Authority" shall be replaced with "Lessor".

2. Term. Section 2 of the Lease is being amended by deleting the following:

If Lessee has complied with all terms and conditions of the Lease at the end of each lease term and is not in default under the Lease, Authority shall grant Lessee the right and option ("Renewal Option") to extend the term of this Lease for three (3) additional five (5) year terms ("Renewal Terms").

and adding the following:

If Lessee has complied with all terms and conditions of the Lease at the end of each lease term and is not in default under the Lease, Lessor shall grant Lessee the right and option ("Renewal Option") to extend the term of this Lease for seven (7) extensions of five (5) years each (each extension is referred to as a "Renewal Term").

The remainder of Section 2 of the Lease remains unchanged by this First Amendment. Lessor and Lessee hereby acknowledge that Lessee has exercised three (3) Renewal Terms, leaving a balance of four (4) Renewal Terms. If all Renewal Terms are exercised, the final Renewal Term will expire on March 25, 2048.

3. Survey. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

4. Administrative Fee. Tenant will pay to Landlord a one-time amount of Four Thousand and 00/100 Dollars (\$4,000.00) for the full execution of this First Amendment, payable within thirty (30) days of the full execution of this First Amendment ("Administrative Fee"). In the event that this First Amendment (and any applicable memorandum of Lease and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Administrative Fee to Landlord.

5. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Subject to approval by Lessor's Board of Directors, Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.

b) Lessee is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

c) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

d) Lessor acknowledges that the Premises, as defined, shall include any portion of Lessor's Property on which communications facilities or other Lessee improvements exist on the date of this First Amendment.

6. Notices. Lessee's notice address as stated in Section 20.05 of the Lease is amended as follows:

If to Lessee:

T-Mobile West Tower LLC
12920 S.E. 38th Street
Bellevue, WA 98006
Attn: Leasing Administration

With a copy to:

T-Mobile West Tower LLC
c/o CCTMO LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

7. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent.

10. Recordation. Lessee, at its cost and expense, shall have the right to record a memorandum of this First Amendment in the Official Records at any time following the execution of this First Amendment by all parties hereto.

[Signature pages follow]

Lessor and Lessee have caused this First Amendment to be duly executed on the day and year first written above.

LESSOR:
LIVERMORE AMADOR VALLEY
TRANSIT AUTHORITY, a joint powers
authority

By: _____

Print Name: _____

Title: _____

Lessor affirms that this First Amendment was
approved at a duly noticed public meeting
held on _____ 2025

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:

T-MOBILE WEST TOWER LLC, a
Delaware limited liability company

By: CCTMO LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____

AGENDA

ITEM 9

STAFF REPORT

SUBJECT: Legislative Update

FROM: Jennifer Yeamans, Senior Grants & Management Specialist

DATE: May 27, 2025

Action Requested

Receive an informational update on recent legislative activities in Washington, D.C. and Sacramento and refer one position to the Board of Directors for approval.

Background

In February 2025, the Board of Directors approved LAVTA's 2025 Legislative Program to support LAVTA's advocacy needs and priorities in the coming year. Since then, LAVTA staff along with our state and federal advocacy partners have tracked the full scope of legislative initiatives in both Sacramento and Washington, D.C., in consideration of LAVTA's interests. This update reports on recent legislative activities with a focus on legislation moving through the State Legislature, and recommends the Committee refer one position to the Board of Directors for approval.

Discussion

Federal Activities

The most recent weekly report from LAVTA's Washington, D.C., representative Carpi & Clay is included as [Attachment 1](#). As reported last month, Congress is moving ahead with activities related to reauthorization of the federal surface transportation programs, currently authorized by the Infrastructure Investment and Jobs Act (IIJA) through September 2026. The process is extensive and involves multiple committees in both chambers. Meanwhile, earlier this month the Republican-led House continues to advance both a reconciliation package backed by the Administration as well as the President's FY26 "Skinny" budget proposal, which calls for a 22.6% reduction in non-defense spending, none of which are currently slated to impact transit.

On May 5, the Federal Transit Administration (FTA) released their full FY 2025 apportionments, which includes formula funds flowing to the Livermore-Pleasanton-Dublin Urbanized Area that LAVTA uses mainly for transit capital and ADA operating needs. For nationwide competitive bus grants, FTA will administer \$398 million in Bus and Bus Facilities program funds for FY25 and \$1.1 billion in Low or No Emission (LowNo) funds authorized under the IIJA. FTA released a Notice of Funding Opportunity for both programs on May 15, which staff is reviewing in relation to the LAVTA's current needs and priorities.

State Activities

The Legislature has been hearing the last of bills introduced in their houses of origin prior to the June 6 deadline for them to advance from a floor vote to the other chamber. An updated matrix of bills being tracked by LAVTA's Sacramento advocate, Townsend Public Affairs (TPA), is included as Attachment 2, including LAVTA's past positions taken.

State Budget Update

On May 14, Governor Newsom released the May revise of the FY 2025-26 state budget. Compared to January's preliminary budget, the May revise anticipates a shortfall of \$12 billion due to downgraded economic and revenue forecasts driven by changes in federal policy since January, specifically the broad imposition of tariffs, which are forecast to substantially trim corporate profit growth in 2025 and the revenues that the state draws from taxable corporate profits. Meanwhile, expenditures in many categories are expected to increase, including healthcare. The May revise would close the budget shortfall with a combination of spending reductions, borrowing from future commitments, and spreading the allowable withdrawal from reserves in 2024-25 over the next two years.

Within that shifting landscape, transportation revenues and expenditures on which LAVTA relies for both capital and operating needs are forecast to be relatively stable, though statewide sales and use taxes are forecast to be 0.7% lower than January's budget, due to lower-than-anticipated taxable sales in the second half of 2024 and extending into 2025 due to a weaker economic outlook. In addition, the budget proposes to eliminate certain spending categories that LAVTA relies on within the Cap and Trade framework as described below.

Cap and Trade Reauthorization Update

Earlier in May, the Board approved a **Watch** position on AB 1207 (Irwin), one of the placeholder measures to reauthorize the state's cap-and-trade system created under the California Global Warming Solutions Act of 2006, which is currently set to expire December 31, 2030. LAVTA currently benefits from several existing competitive and formulaic programs aimed at expanding public transit as a mechanism to reduce greenhouse gas emissions in the transportation sector.

Since May's Board action, a clearer picture of the reauthorization process and timing has emerged through both Legislative leaders as well as the Governor's May Revise, which proposes an extension of the Cap-and-Trade program (re-dubbed "Cap-and-Invest"), with an intent to craft clear guiding principles that enable a stable and predictable price on carbon emissions to grow investments in carbon reduction and clean technologies through 2045. The May revise states the Administration's intent to work with the Legislature to design an expenditure plan that invests the program's proceeds in "transformative climate projects," such as High-Speed Rail, as well as other climate programs, starting as soon as FY26.

However, details proposed by Department of Finance staff to the Assembly Budget Subcommittee #4 on Climate Crisis, Resources, Energy, and Transportation at their May 15 hearing proposed to eliminate beginning in FY26 certain existing allocations and continuous appropriations currently authorized statutorily through FY29, including the formula-based Low Carbon Transit Operating Program (LCTOP) and the competitive Transit and Intercity

Rail Capital Program (TIRCP), both of which LAVTA plans to rely on to help fund its Atlantis facility construction needs in the coming years. The Governor's proposal also eliminates other funds intended to help sustain near-term Bay Area transit operating and capital needs in order to help balance the budget.

Consistent with LAVTA's 2025 Legislative Program, the Board may consider formalizing advocacy principles for the new Cap and Trade expenditure plan in alignment with its own principles as well as our industry and regional partners, which include the following:

- Support for a long-term extension, for predictability in both auction markets and for funding recipients
- Maintenance of continuous appropriation shares aimed at transportation and specifically growing transit ridership and supporting infrastructure needed to convert transit fleets to zero-emission
- Fair distribution of statewide funds in both competitive and formula-based programs
- Increased funding for transit operations and flexibility for use of formula funds to sustain existing operations.

Staff and TPA will continue to monitor reauthorization negotiations and bring further updates to the June 2 Board of Directors meeting as budget negotiations continue toward the June 15 legislative deadline.

SB 79 (Wiener) Overview

SB 79 has not previously been included on TPA's recommended watchlist for LAVTA, but an informational update on the bill's provisions is provided here. As currently drafted this bill would make transit-oriented development (TOD) an allowable use on specified sites, give transit agencies more flexibility under the Surplus Land Act, and exempt specified projects from the California Environmental Quality Act (CEQA). Specifically, the bill's author aims to tackle the housing affordability and climate crises together by allowing for upzoning land for multi-family homes up to 75 feet within a half mile of specified major train stations and bus rapid transit stops, in order to enhance the feasibility of TOD and increase access to high-quality transit. Second, the bill authorizes local transit agencies to develop at the same or greater density on land they own. Attachment 3 provides a summary analysis of the bill heard in the Senate Local Government Committee earlier this month, prior to being further amended on May 14.

LAVTA currently owns three parcels of land, all in Livermore: the Rutan operations and maintenance facility, the Atlantis operations and maintenance facility (both located in areas zoned for industrial uses), and the Livermore Transit Center. All of these are in active use for public transportation purposes and not considered surplus land. LAVTA does not currently operate service that would designate any of its own stops as a "major transit stop" (defined as the intersection of 2 or more major bus routes with a frequency of service interval of 15 minutes or less during peak commute hours), besides those already connecting to rail (BART and ACE); however, LAVTA's Long Range Transit Plan does identify future rail transfer stations in Livermore at Isabel and Midtown which do not currently meet this threshold but would in the future when served by Valley Link.

LAVTA's 2025 Legislative Program has two principles related to the policy objectives SB 79's author aims to advance:

- Enhance operating conditions to support safety and performance goals
- Enhance public transit's role in addressing climate change and air quality issues

However, the associated strategies the Board has adopted to advance these principles do not directly address local land use strategies or decisions. Rather, LAVTA's strategic priorities are more closely aligned with operational strategies such as ensuring passenger safety in and around our system to make it attractive to riders, advancing transit priority measures, and building support for transitioning to zero-emissions fleets.

This bill is controversial. Though it has passed through two policy committees thus far, it cleared both without the support of the committee chair, which is unusual. Its provisions are of limited applicability to LAVTA, though there could conceivably be future ridership benefits should other transit agencies currently owning surplus land within LAVTA's service area, such as BART, make use of its provisions to develop transit-oriented improvements that would help generate transit ridership in the future. Regardless, any such developments would be beyond the scope of LAVTA's direct influence or impact, and the bill's stated aims do not correspond closely to strategies identified in LAVTA's adopted Legislative Program. For these reasons, staff is not recommending the Board take a position on this bill.

SB 752 (Richardson) – Recommend Support

Earlier this month, pending further policy details and other agency and stakeholder positions, the LAVTA Board of Directors took a Watch position on this bill, which would extend the state General Fund-only sales and use tax exemption for public transportation agencies to purchase zero-emission vehicles from January 1, 2026, to January 1, 2028. On May 14, the bill passed the Senate Revenue and Taxation Committee unanimously, with the support of numerous transit agencies and the California Transit Association as co-sponsor, as well as the nation's only California-based zero-emission bus manufacturer, Gillig. There is no recorded opposition to this bill to date.

A full analysis by the Senate Revenue and Taxation Committee of both the state and local revenue implications as well as the list of organizations in support is provided as [Attachment 4](#). The bill is aligned with LAVTA's 2025 Legislative Program principle to "advocate for programs and incentives to minimize undue burdens including unfunded mandates on transit agencies transitioning to ZEB technology." For these reasons, staff is recommending the Board move from a Watch to a **Support** position on this bill.

Next Steps

If approved by the Board of Directors, LAVTA and TPA staff will communicate LAVTA's position to the relevant Committees of the Legislature and to our delegation. Staff with the support of TPA will continue provide updates to the Finance & Administration Committee and/or the Board as may be appropriate.

Fiscal Impact

None

Recommendation

Receive an informational report on recent legislative activities and refer one Support position to the Board of Directors for approval.

Attachments:

1. Federal Transportation Weekly Update (May 16)
2. State Legislative Matrix (partial; as of May 19)
3. SB 79 (Wiener) Analysis – Senate Local Government Committee
4. SB 752 (Richardson) Analysis – Senate Revenue & Taxation Committee



May 16, 2025

NEXT WEEK IN CONGRESS

Senate Committee to Consider Transportation Bills and Nominations. On May 21st, the Commerce, Science, and Transportation Committee will hold a markup to consider the following transportation-related nominations and bills:

- [S. 337, the Household Goods Shipping Consumer Protection Act](#) – clarifies the authority of the Federal Motor Carrier Safety Administration (FMCSA) relating to the shipping of household goods.
- [S. 1442, the Combating Trafficking in Transportation Act](#) – allows the installation of human trafficking awareness signs at rest stops to be eligible for funding under the surface transportation block grant program.
- David Fink, to be the Administrator of the FRA
- Robert Gleason, to be a Director of the Amtrak Board of Directors

[MORE INFORMATION](#)

House Subcommittee to Hold Hearing on TSA Oversight. On May 20th, the Homeland Security Subcommittee of the Appropriations Committee held a TSA Oversight hearing. TSA Acting Administrator Ha Nguyen McNeill will testify.

[MORE INFORMATION](#)

THIS WEEK IN CONGRESS

Senate Committee Holds Hearing on Transportation Nominations. On May 13th, the Commerce, Science, and Transportation Committee held a hearing to consider the following transportation-related nominations:

- David Fink, to be the Administrator of the FRA

- Robert Gleason, to be a Director of the Amtrak Board of Directors

During his opening statement, Chair Ted Cruz (R-TX) highlighted the qualifications of FRA Administrator nominee David Fink, noting his deep industry experience and strong safety record as a former CEO of Pan Am Railways. He also expressed support for Amtrak Board nominee Robert Gleason, citing his transportation background and interest in expanding service and improving accountability. Cruz emphasized that both nominees would promote regulatory clarity and strategic investment to strengthen America's rail system.

[MORE INFORMATION](#)

Senate Committee Holds Hearing on FHWA Nomination. On May 14th, the Environment & Public Works Committee held a hearing on the nomination of Sean McMaster, to be Administrator of FHWA. Chair Shelley Moore Capito (R-WV) praised Sean McMaster's public and private sector experience as strong preparation to lead the Federal Highway Administration. She underscored FHWA's vital role in funding and supporting surface transportation projects and urged swift action to address the agency's backlog of unsigned grant agreements. Capito expressed confidence in McMaster's ability to lead and emphasized the Committee's commitment to working with him on a long-term, bipartisan surface transportation reauthorization.

[MORE INFORMATION](#)

Senate Committee Holds Hearing on FAA Reauthorization's Anniversary. On May 14th, the Transportation & Infrastructure Committee held a hearing titled "FAA Reauthorization Act of 2024: An Update on Implementation One Year Later". Witnesses will include FAA Deputy Chief Operating Officer for the Air Traffic Organization, FAA Deputy Associate Administrator for Aviation Safety, and FAA Deputy Associate Administrator for Airports. During his opening statement, Chair Ted Cruz (R-TX) reflected on the FAA Reauthorization Act of 2024, which he co-led, highlighting its timely provisions to address outdated ATC systems, runway safety, and emerging aviation technologies. He emphasized the need for bold reforms to modernize the FAA, citing its ongoing struggles with staffing, infrastructure, and regulatory capacity amid the rise of drones and air taxis. Cruz also voiced strong support for Secretary Duffy's efforts to upgrade critical systems and reaffirmed the Committee's commitment to rigorous oversight of FAA implementation.

[MORE INFORMATION](#)

House Subcommittee Holds Hearing on the DOT Budget. On May 14th, the Transportation, Housing and Urban Development Subcommittee of the Appropriations Committee held a hearing on the DOT Budget. DOT Secretary Sean Duffy testified. During his opening statement, DOT Secretary Sean Duffy emphasized the administration's commitment to infrastructure development, highlighting over \$9.5 billion in taxpayer savings achieved by eliminating inefficiencies and redirecting funds from projects stalled by previous DEI and climate requirements. Duffy addressed the backlog of over 3,200 awarded projects lacking signed grant agreements and proposed consolidating tracking systems into a single dashboard to enhance transparency. The budget request includes \$26.7 billion in new discretionary funding, with major investments in FAA staffing and modernization, shipbuilding, port infrastructure, and rail safety.

[MORE INFORMATION](#)

House Committee Holds Hearing on FAA Reauthorization’s Anniversary. On May 15th, the Transportation & Infrastructure Committee held a hearing titled “FAA Reauthorization Act of 2024: An Update on Implementation One Year Later”. Witnesses included the FAA Associate Administrator of Aviation Safety, the Deputy Associate Administrator of Airports, the Deputy Chief Operating Officer of the Air Traffic Organization, and the Government Accountability Office. Chair Sam Graves (R-MO) highlighted that tomorrow marks one year since the FAA Reauthorization Act of 2024 became law—a bipartisan achievement shaped by extensive stakeholder input and supported by over 1,000 aviation groups. He emphasized the law’s comprehensive reforms across safety, workforce, infrastructure, and general aviation, and noted ongoing oversight efforts, including today’s hearing with the FAA and GAO to assess implementation progress, especially on ATC modernization backed by a \$12.5 billion Republican-led investment.

[MORE INFORMATION](#)

THIS WEEK AT THE DEPARTMENT OF TRANSPORTATION

DOT Approves 76 Grants Across All Agencies. DOT has approved 76 infrastructure grants totaling more than \$607 million. A detailed breakdown of the grants released is below:

Office of the Secretary

- Payments for Small Community Air Service Development Program
 - 2 projects (\$1.6 million)
- BUILD
 - 2 projects (\$19 million)
- INFRA
 - 2 projects (\$188 million)
- SS4A
 - 15 projects (\$3.4 million)

FAA

- Airport Improvement Program – Supplemental
 - 5 projects (\$30 million)
- Airport Terminals Program
 - 6 projects (\$32 million)

FHWA

- National Culvert Removal, Replacement, and Restoration Grant
 - 8 projects (\$33 million)
- Wildlife Crossings Pilot Program
 - 17 projects (\$126 million)

FRA

- Consolidated Rail Infrastructure and Safety Improvements (CRISI)
 - 1 project (\$59 million)

- Railroad Crossing Elimination
 - 12 projects (\$36 million)

FTA

- Buses and Bus Facilities Competitive
 - 1 project (\$12 million)
- Low or No Emission Grants Competitive
 - 4 projects (\$25 million)
- Tribal Transit Competitive
 - 1 project (\$412,000)

MARAD

- Port Infrastructure Development Program
 - 1 project (\$7 million)

MORE INFORMATION



FAA Publishes Organ Transport Working Group Final Report. FAA has published the final report of the Organ Transport Working Group that consisted of DOT, TSA, Healthy Resources & Services Administration, airlines, organ procurement organizations, organ transplant hospitals couriers, patient representatives, and unions representing flight attendants, pilots, dispatchers, and passenger service agents. The report concludes that while no federal regulations prohibit in-cabin organ transport, airlines are not obligated to permit it, leaving such decisions to individual carriers. The working group, comprising representatives from federal agencies, airlines, organ procurement organizations, transplant hospitals, couriers, unions, and patient advocates, developed 20 recommendations aimed at improving organ transport processes. These recommendations focus on five key areas: access, education, logistics, communication, and reporting. Additionally, the report includes suggestions for enhancing organ transport in cargo compartments, despite this not being within the original congressional directive. The FAA has already acted on two recommendations by issuing guidance on existing regulations and establishing an informational website for stakeholders.

MORE INFORMATION



U.S. Department
of Transportation
**Federal Motor
Carrier Safety
Administration**

FMCSA Removes Eight Devices from List of Registered ELDs. FMCSA has removed eight devices from the agency's list of electronic logging devices (ELDs) due to failure in meeting minimum standards required by law.

[**MORE INFORMATION**](#)



**Federal Transit
Administration**

FTA Publishes FY 2025 Low or No Emission Bus NOFO. FTA has published a notice of funding opportunity (NOFO) for the availability of \$1.1 billion in competitive grants under the Low or No Emission Grant Program (Low-No Program) for the purchase or lease of zero-emission and low-emission transit buses, including acquisition, construction, and leasing of required supporting facilities. Applications are due by July 14, 2025.

[**MORE INFORMATION**](#)

FTA Publishes FY 2025 Buses and Bus Facilities NOFO. FTA has published a NOFO for the availability of \$39.8 billion in competitive grants under the Buses and Bus Facilities Program to assist in the financing of buses and bus facilities capital projects, including replacing, rehabilitating, purchasing or leasing buses or related equipment, and rehabilitating, purchasing, constructing or leasing bus-related facilities. Applications are due by July 14, 2025.

[**MORE INFORMATION**](#)

FTA Announces FY 2025 Full Year Apportionment Tables. FTA has announced the full-year funding apportionment tables reflecting the funding provided in the full-year continuing resolution (CR).

[**MORE INFORMATION**](#)

OTHER

GAO Publishes Report on Options Available to Lactating Crew Members. The Government Accountability Office (GAO) has published a report titled [Women in Aviation: Options Available to Lactating Crewmembers and Barriers to Expressing Breast Milk on the Job](#). The report examines the challenges faced by lactating airline crewmembers. It highlights that while some airlines offer options such as wearable breast pumps, airport lactation facilities, and extended leave, significant barriers remain. These include limited time during noncritical flight phases, lack of private spaces, and scheduling constraints. The report notes that the PUMP for Nursing Mothers Act excludes airline crewmembers, leaving them reliant on employer-provided accommodations. The FAA has issued guidance for assessing the safety of in-flight breast pump use, but its nonbinding nature leads to inconsistent implementation across airlines. The GAO recommends that the FAA provide clearer, enforceable guidance to ensure uniform support for lactating crewmembers across the aviation industry.



Channon Hanna, Partner at Carpi & Clay Government Relations, brings over 20 years of expertise in navigating federal transportation policy complexities to advance priorities for public and private sector clients across all modes of transportation.

Livermore Amador Valley Transit Authority Legislative Matrix

Recommend Support

SB 752 (Richardson, D) Sales and use taxes: exemptions: California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project: transit buses.

Status: 05/15/2025 - Set for hearing May 19.

Calendar: 05/19/25 S-APPROPRIATIONS 10 a.m. - 1021 O Street, Room 2200 CABALLERO, ANNA, Chair



Location: 05/14/2025 - Senate Appropriations

Summary: Existing state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes, including, until January 1, 2026, an exemption from those taxes with respect to the sale in this state of, and the storage, use, or other consumption in this state of, specified zero-emission technology transit buses sold to specified public agencies that are eligible for specified incentives from the State Air Resources Board. This bill would extend the exemption for specified zero-emission technology transit buses until January 1, 2028. This bill contains other related provisions. (Based on 02/21/2025 text)

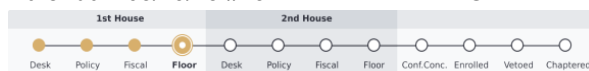
Recommend Watch (Formal)

AB 1207 (Irwin, D) Climate change: market-based compliance mechanism: price ceiling.

Last Amended: 03/17/2025

Status: 05/08/2025 - Read second time. Ordered to third reading.

Calendar: 05/19/25 #43 A-THIRD READING FILE - ASSEMBLY BILLS



Location: 05/08/2025 - Assembly THIRD READING

Summary: The California Global Warming Solutions Act of 2006, until January 1, 2031, authorizes the State Air Resources Board to adopt a regulation establishing a system of market-based declining aggregate emissions limits for sources or categories of sources that emit greenhouse gases (market-based compliance mechanism) that meets certain requirements. Current law requires the state board, in adopting the regulation to, among other things, establish a price ceiling for emission allowances sold by the state board. Current law requires the state board, in establishing the price ceiling, to consider specified factors, including the full social cost associated with emitting a metric ton of greenhouse gases. This bill would require the state board to instead consider the full social cost associated with emitting a metric ton of greenhouse gases, as determined by the United States Environmental Protection Agency in November 2023. (Based on 03/17/2025 text)

SB 63 (Wiener, D) San Francisco Bay area: local revenue measure: transportation funding.

Last Amended: 04/29/2025

Status: 05/12/2025 - May 12 hearing: Placed on APPR. suspense file.

Calendar: 05/23/25 S-APPROPRIATIONS SUSPENSE Upon adjournment of Session - 1021 O Street, Room 2200 CABALLERO, ANNA, Chair



Location: 05/12/2025 - Senate APPR. SUSPENSE FILE

Summary: Current law creates the Metropolitan Transportation Commission as a local area planning agency for the 9-county San Francisco Bay area with comprehensive regional transportation planning and other related responsibilities. Current law creates various transit districts located in the San Francisco Bay area, with specified powers and duties relating to providing public transit services. This bill would establish the Transportation Revenue Measure District with jurisdiction extending throughout the boundaries of the Counties of Alameda and Contra Costa and the City and County of San Francisco and would require the district to be governed by the same board that governs the commission, thereby imposing a state-mandated

local program. The bill would authorize a retail transactions and use tax applicable to the entire district to be imposed by the board of the district or by a qualified voter initiative for a duration of 10 to 15 years, inclusive, and generally in an amount of 0.5%, subject to voter approval at the November 3, 2026, statewide general election. (Based on 04/29/2025 text)

SB 840 **(Limón, D)** Greenhouse gases: report.

Last Amended: 03/26/2025

Status: 05/12/2025 - May 12 hearing: Placed on APPR. suspense file.

Calendar: 05/23/25 S-APPROPRIATIONS SUSPENSE Upon adjournment of Session - 1021 O Street, Room 2200 CABALLERO, ANNA, Chair



Location: 05/12/2025 - Senate APPR. SUSPENSE FILE

Summary: The California Global Warming Solutions Act of 2006 requires the State Air Resources Board, in adopting rules and regulations to achieve the maximum technologically feasible and cost-effective greenhouse gas emissions reductions to ensure that the statewide greenhouse gas emissions are reduced to at least 40% below the 1990 levels no later than December 31, 2030. The act requires the Legislative Analyst's Office, until January 1, 2030, to annually submit to the Legislature a report on the economic impacts and benefits of those greenhouse gas emissions reduction targets. The act, until January 1, 2031, establishes the Independent Emissions Market Advisory Committee and requires the committee to annually report to the state board and the Joint Legislative Committee on Climate Change Policies on the environmental and economic performance of the regulations establishing the market-based compliance mechanism and other relevant climate change policies. This bill would extend indefinitely the requirement for the Legislative Analyst's Office to annually submit to the Legislature the report on the economic impacts and benefits of those greenhouse gas emissions targets. The bill would require the committee, at a public hearing, to review the annual report by the Legislative Analyst's Office. (Based on 03/26/2025 text)

Recommend Watch (Informal)

AB 939 **(Schultz, D)** The Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026.

Status: 03/10/2025 - Referred to Com. on TRANS.



Location: 03/10/2025 - Assembly Transportation

Summary: Would enact the Safe, Sustainable, Traffic-Reducing Transportation Bond Act of 2026 which, if approved by the voters, would authorize the issuance of bonds in the amount of \$20,000,000,000 pursuant to the State General Obligation Bond Law to finance transit and passenger rail improvements, local streets and roads and active transportation projects, zero-emission vehicle investments, transportation freight infrastructure improvements, and grade separations and other critical safety improvements. The bill would provide for the submission of the bond act to the voters at the November 3, 2026, statewide general election. (Based on 02/19/2025 text)

SB 419 **(Caballero, D)** Hydrogen fuel.

Last Amended: 05/05/2025

Status: 05/15/2025 - Set for hearing May 19.

Calendar: 05/19/25 S-APPROPRIATIONS 10 a.m. - 1021 O Street, Room 2200 CABALLERO, ANNA, Chair



Location: 05/14/2025 - Senate Appropriations

Summary: Current state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. This bill would, on and after July 1, 2026, provide an exemption from the taxes imposed by the Sales and Use Tax Law for the gross receipts from the sale in this state of, and the storage, use, or other consumption in this state of, hydrogen fuel, as defined. (Based on 05/05/2025 text)

Support

AB 394 **(Wilson, D)** Public transportation providers.

Last Amended: 04/23/2025

Status: 04/30/2025 - In committee: Set, first hearing. Referred to suspense file.



Location: 04/30/2025 - Assembly APPR. SUSPENSE FILE

Summary: Current law defines a battery as any willful and unlawful use of force or violence upon the person of another. Current law provides that when a battery is committed against the person of an operator, driver, or passenger on a bus, taxicab, streetcar, cable car, trackless trolley, or other motor vehicle, as specified, and the person who commits the offense knows or reasonably should know that the victim is engaged in the performance of their duties, the penalty is imprisonment in a county jail not exceeding one year, a fine not exceeding \$10,000, or both the fine and imprisonment. Current law also provides that if the victim is injured, the offense would be punished by a fine not exceeding \$10,000, by imprisonment in a county jail not exceeding one year or in the state prison for 16 months, 2, or 3 years, or by both that fine and imprisonment. This bill would expand this crime to apply to an employee, public transportation provider, or contractor of a public transportation provider. (Based on 04/23/2025 text)

SB 239 (Arreguin, D) Open meetings: teleconferencing: subsidiary body.

Last Amended: 04/07/2025

Status: 05/08/2025 - Read second time. Ordered to third reading.

Calendar: 05/19/25 #83 S-SENATE BILLS -THIRD READING FILE



Location: 05/08/2025 - Senate THIRD READING

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified. This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. (Based on 04/07/2025 text)

General: TPA Monitoring

AB 23 (DeMaio, R) The Cost of Living Reduction Act of 2025.

Last Amended: 03/25/2025

Status: 03/26/2025 - Re-referred to Com. on U. & E.



Location: 03/24/2025 - Assembly Utilities and Energy

Summary: Current law vests the State Energy Resources Conservation and Development Commission (Energy Commission) with various responsibilities for developing and implementing the state's energy policies. This bill, the Cost of Living Reduction Act of 2025, would require the Energy Commission and the Public Utilities Commission to post, and update monthly, dashboards on their internet websites that include the difference in average gasoline prices and the average total price of electricity or natural gas in California compared to national averages, and any California-specific taxes, fees, regulations, and policies that directly or indirectly contribute to higher gasoline and electricity or natural gas prices within the state, as specified. The bill would require the Energy Commission and the PUC, on or before July 1, 2026, to each submit a report to the Legislature on the governmental and nongovernmental drivers of California's higher gasoline prices and higher electricity and natural gas prices, and recommendations for policy changes to reduce the costs associated with those drivers, as specified. If the average price of gasoline in California exceeds 10% of the national average in the preceding quarter, the bill would require all taxes and fees on gasoline, as specified, to be suspended for a period of 6 months, and, if the average price of electricity or natural gas in California exceeds 10% of the national average in the preceding quarter, the bill would require the PUC to suspend the collection of all fees, as specified, charged on electricity and natural gas bills for a period of 6 months. (Based on 03/25/2025 text)

AB 30 (Alvarez, D) State Air Resources Board: gasoline specifications: ethanol blends.

Last Amended: 03/26/2025

Status: 04/09/2025 - In committee: Set, first hearing. Referred to APPR. suspense file.



SENATE COMMITTEE ON LOCAL GOVERNMENT

Senator María Elena Durazo, Chair
2025 - 2026 Regular

Bill No: SB 79
Author: Wiener
Version: 4/23/25

Hearing Date: 4/30/25
Fiscal: Yes
Consultant: Peterson

LOCAL GOVERNMENT LAND: PUBLIC TRANSIT USE: HOUSING DEVELOPMENT: TRANSIT-ORIENTED DEVELOPMENT

Makes transit-oriented development an allowable use on specified sites, gives transit agencies more flexibility under the Surplus Land Act, and exempts specified projects from the California Environmental Quality Act.

Background

Land use. The California Constitution allows cities and counties to “make and enforce within its limits, all local, police, sanitary and other ordinances and regulations not in conflict with general laws.” It is from this fundamental power (commonly called the police power) that cities and counties derive their authority to regulate behavior to preserve the health, safety, and welfare of the public—including land use authority.

Cities and counties use their police power to enact zoning ordinances that shape development, such as setting maximum heights and densities for housing units, minimum numbers of required parking spaces, setbacks to preserve privacy, lot coverage ratios to increase open space, and others. These ordinances can also include conditions on development to address aesthetics, community impacts, or other particular site-specific consideration. Zoning ordinances and other development decisions must be consistent with the city or county’s general plan.

Housing streamlining laws. Local governments have broad authority to define the specific approval processes needed to satisfy these considerations. Some housing projects can be permitted by city or county planning staff “ministerially” or without further approval from elected officials, but most large housing projects require “discretionary” approvals from local governments, such as a conditional use permit or a change in zoning laws. This process requires hearings by the local planning commission and public notice and may require additional approvals. In 2017, the Legislature enacted a substantial package of legislation aimed at addressing the state’s housing crisis. Among others, the Legislature enacted SB 35 (Wiener) to provide for a streamlined, ministerial process for approving housing developments that are in compliance with the applicable objective local planning standards—including the general plan, zoning ordinances, and objective design review standards. SB 35 was intended to enable developments that face local opposition, but are consistent with local objective development standards, to be constructed. To be eligible for streamlining under SB 35, a specified percentage of the total housing units in the development must be affordable to lower-income households.

SB 423 (Wiener, 2023) extended the sunset for SB 35 until January 1, 2036, and made many changes to SB 35’s provisions. Some of the most significant changes, included:

- Authorizing SB 35 to apply within the coastal zone, beginning January 1, 2025, consistent with the applicable local coastal plan or land use plan, except in areas that are environmentally sensitive or hazardous;
- Requiring that, in jurisdictions not meeting their housing targets for above moderate-households, projects eligible for SB 35 streamlining must contain at least 10% of the units affordable to very low-income households (i.e., 50% of the area median income (AMI) or below); and
- Amended labor standards that apply to projects over 85 feet in height above grade.

Density bonus law. The state’s density bonus law grants certain benefits to developers who build affordable units in order to encourage greater affordable housing production. Density bonus law requires cities and counties to grant a density bonus when an applicant for a housing development of five or more units seeks and agrees to construct a project that will contain at least one of the following:

- 10 percent of the total units of a housing development for lower income households;
- 5 percent of the total units of a housing development for very low-income households;
- A senior citizen housing development or mobile home park;
- 10 percent of the units in a common interest development for moderate-income households;
- 10 percent of the total units for transitional foster youth, disabled veterans, or homeless persons; or
- 20 percent of the total units for lower income students in a student housing development.

If a project meets one of these conditions, the city or county must allow an increase in density on a sliding scale from 20 percent to 50 percent over the otherwise maximum allowable residential density under the applicable zoning ordinance and land use element of the general plan, depending on the percentage of affordable units.

Incentives, concessions, waivers, and other benefits. Density bonus law (DBL) also grants “incentives or concessions” that can be used to modify development policies that add costs or reduce the number of units that a developer can build on a site. Incentives and concessions can vary widely based on the individual projects, but examples can include reduced fees, waivers of zoning codes, or reduced parking requirements. The number of incentives or concessions a project may be eligible for is based on the percentage of affordable units contained in the project, up to a maximum of four. DBL also allows “waivers” of any development standards that physically prevent the developer from constructing a project at the density allowed to the project, along with the incentives or concessions, under density bonus law. Finally, density bonus law reduces or eliminates the parking that can be required in connection with a project.

Surplus Land Act. Public agencies are major landlords in some communities, owning significant pieces of real estate. When properties become surplus to an agency’s needs, public officials want to sell the land to recoup their investments. The Surplus Land Act (SLA) spells out the steps local agencies must follow when they want to dispose of land. It requires local governments to give a “first right of refusal” to other governments and nonprofit housing developers, and to negotiate in good faith with them to try to come to agreement. This means that local agencies must open their properties up to affordable housing developers first, even if they have a different purpose in mind for the property.

Before local officials can dispose of property, they must declare that the land is no longer needed for the agency's use in a public meeting and declare the land either "surplus land" or "exempt surplus land." Land that is being used for an agency's use is not subject to the SLA. "Agency's use" includes land that is being used, or is planned to be used pursuant to a written plan adopted by the local agency or will be disposed of to support agency work or operations.

As a general rule, agency's use cannot include commercial or industrial uses or activities, and land disposed of for the purpose of investment or generating revenue cannot be considered necessary for the agency's use. As a result, cities and counties are limited in their ability to dispose of properties for economic development or revenue generation purposes. However, most special districts are not subject to those restrictions on agency's use as long as they can demonstrate that use of the site will do one of the following:

- Directly further the express purpose of agency work or operations.
- Be expressly authorized by a statute governing the local agency.

Transit districts can only dispose of property for commercial or revenue generation purposes if they meet specific requirements for developing affordable housing across their portfolio of properties, and have made a certain amount of progress towards building that housing.

The SLA designates certain types of land as "exempt surplus land." Statute provides that the entirety of the SLA does not apply to disposals of exempt surplus land. All other surplus land must follow the procedures laid out in the SLA before a local agency can sell it.

California's housing crisis. California has the largest concentration of severely unaffordable housing markets in the nation, with the average home value in California at \$773,363. To keep up with demand, the Department of Housing and Community Development (HCD) estimates that California must plan for the development of more than 2.5 million homes over the next eight years, and no less than one million of those homes must meet the needs of lower-income households (more than 640,000 very-low income and 385,000 low-income units are needed). For decades, not enough housing was constructed to meet need, resulting in a severe undersupply of housing.

According to HCD, completed residential construction is up 13.1% (99,130 units in 2022 to 112,076 units in 2023). Construction has been up every year since 2018. Additionally, the share of lower-income units in new development has nearly doubled since 2018, now representing 19% of permitted units and 16% of completed units in 2023. VLI unit completions increased by 44.2% from 2022-2023, while low-income unit completions rose by 75.7%, a 61.5% overall increase in affordable housing production.

Housing production advocates want to expand housing opportunities near transit stations.

Proposed Law

Senate Bill 79 includes three major components:

- Makes transit-oriented development an allowable use on any site zoned residential, mixed, commercial, or light industrial development;
- Makes changes to the SLA; and

- Exempts certain projects on land owned by a public transit agency from the California Environmental Quality Act (CEQA).

Transit oriented development. SB 79 makes housing development projects (projects) near transit-oriented development stops (TODS) an allowable use on any site zoned residential, mixed, commercial, or light industrial development. Under the measure, a TOD is a major transit stop, excluding any stop served by rail transit with a frequency of fewer than 10 total trains per weekday. Under the measure, there are three tiers of TODS:

- Tier 1: TODS served by heavy rail transit or very high frequency commuter rail;
- Tier 2: TODS, excluding Tier 1, served by light rail transit, high-frequency commuter rail, or by bus rapid transit service; and
- Tier 3: TODS, excluding Tier 1 and Tier 2, served by frequent commuter rail service or by ferry service.

The standards for a project depend on the tier, the distance from TODS, and whether the project is adjacent to TODS, as described in the table below.

Development proponents may seek a further increased density in accordance with applicable density bonus law. However, if a project proposes a height in excess of the local height limit, the local government does not have to grant additional height under density bonus law, unless the project is 100% affordable housing.

SB 79 allows a transit agency to adopt objective standards for both residential and commercial developments proposed on land owned the transit agency owns, or on which it has a permanent operating easement, if the objective standards allow for the same or greater development intensity as that allowed by local standards or applicable state law.

TODS Type	Distance from TODS	Standards for Project
Tier 1	¼ mile from stop	<ul style="list-style-type: none"> • Max Height: 75 ft. or 95 ft. if adjacent to stop • Min Density: 120 units per acre (u/a) plus any density bonus or 160 u/a if adjacent to stop • Floor Area Ratio (FAR): 3.5 or 4.5 if adjacent to stop • + 3 concessions or incentives under DBL
	¼ - ½ mile from stop	<ul style="list-style-type: none"> • Max Height: 65 ft. or 85 ft. if adjacent to stop • Min Density: 100 u/a plus any density bonus or 140 u/a if adjacent to stop • FAR: 3 or 4 if adjacent to stop • + 2 concessions or incentives under DBL
Tier 2	¼ mile from stop	<ul style="list-style-type: none"> • Max Height: 65 ft. or 85 ft. if adjacent to stop • Min Density: 100 u/a plus any density bonus or 140 u/a if adjacent to stop • FAR: 3 or 4 if adjacent to stop • + 2 concessions or incentives under DBL
	¼ - ½ mile from stop	<ul style="list-style-type: none"> • Max Height: 55 ft. or 75 ft. if adjacent to stop • Min Density: 80 u/a plus any density bonus or 120 u/a if adjacent to stop

		<ul style="list-style-type: none"> • FAR: 2.5 or 3.5 if adjacent to stop • + 1 concessions or incentives under DBL
Tier 3:	¼ mile from stop	<ul style="list-style-type: none"> • Max Height: 55 ft. or 75 ft. if adjacent to stop • Min Density: 80 u/a plus any density bonus or 120 u/a if adjacent to stop • FAR: 2.5 or 3.5 if adjacent to stop • + 1 concession or incentive under DBL
	¼ - ½ mile from stop	<ul style="list-style-type: none"> • Max Height: 45 ft. or 65 ft. if adjacent to stop • Min Density: 60 u/a plus any density bonus or 100 u/a if adjacent to stop • FAR: 2 or 3 if adjacent to stop • No additional concessions or incentives

Regardless of the tier, all SB 79 projects must comply with the anti-displacement provisions in the Housing Crisis Act of 2019 (SB 330, Skinner). Additionally, SB 79 projects are considered consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirements or other similar provision for purposes of the Housing Accountability Act.

Streamlining for SB 79 projects. SB 79 projects can opt to use SB 35/423 streamlining provisions, but with some differences. Unlike SB 35/423 projects, SB 79 projects:

- Can be on a parcel within the coastal zone that is not zoned for multifamily housing;
- Do not have to be in a jurisdiction subject to SB 35/423 streamlining; and
- Do not have to be consistent with consistent with objective zoning standards, objective subdivision standards, and objective design review standards in effect at the time that the development is submitted to the local government.

To be eligible for streamlining, SB 79 projects must generally meet the same SB 35/423 affordability requirements.

Local government accountability. If a local government denies an SB 79 project in a high-resource area, as determined by the California Tax Credit Allocation Committee, then it is presumed to be in violation of the Housing Accountability Act (HAA), and is immediately liable for penalties under that law, unless it can demonstrate that it has a health, life, or safety reason for denying the project.

Allowed local ordinances. SB 79 allows local governments to adopt ordinances that revise applicable zoning requirements on individual sites within a TOD zone, provided that the revisions maintain an average density allowed for the applicable tier, or up to a 100% increase. Local governments must submit a copy of any ordinance to HCD for review within 60 days of adoption. When HCD receives an ordinance, it must review the ordinance and determine whether it complies with SB 79. If it determines the ordinance does not comply, then HCD must notify the local government in writing and give them a reasonable time, not to exceed 30 days, to respond. The local government must consider any findings HCD makes, and either amend the ordinance to comply with these findings, or adopt the ordinance without changes. If the local government adopts the ordinance without changes, it must explain the reasons why it believes the ordinance complies with SB 79 despite HCD's findings. If the local government adopts the

ordinance without making these findings, HCD can notify the Attorney General that the local government is violating SB 79.

SLA changes. SB 79 expands the definition of “agency’s use,” to include any land leased to support public transit operations, which means these provisions do not go through the SLA process.

Also, SB 79 provides that in the case of a public transit operator, “agency use” can include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development or be for the sole purpose of investment or generation of revenue if the agency’s governing body takes action in a public meeting declaring that the use of the site will do one of the following:

- Directly further the express purpose of agency work or operations; or
- Be expressly authorized by a statute governing the local agency, as specified.

CEQA exemption. This bill also provides that CEQA does not apply to any public or private residential, commercial, or mixed-used project that, at the time the development proponent files the project application, is located entirely or principally on land a public transit agency owns, if it includes specified transit infrastructure or an agreement to finance transit infrastructure, maintenance, or operations.

Comments

1. **Purpose of the bill.** According to the author, “SB 79 tackles the root causes of California’s affordability crisis by allowing more homes to be built near major public transportation stops and on land owned by transit agencies – bolstering transit use, slashing climate emissions, and supporting public transportation in the process.

“SB 79 allows more homes near transit in two major ways. First, SB 79 allows for upzoning land for multi-family homes up to 75 feet within a half mile of specified major train stations and bus rapid transit stops. This change will ensure that transit oriented developments (TODs) are feasible and enhance access to transit. Second, SB 79 authorizes local transit agencies to develop at the same or greater density on land they own. All TODs under SB 79 are eligible for the streamlined ministerial approvals process under SB 423 (Wiener, 2023) if they meet the law’s environmental, labor, and affordability standards.

“California needs to build millions of new homes in sustainable locations to meet state housing goals, slash climate emissions, and reduce the cost of living, but overly restrictive zoning codes make building such homes illegal. SB 79 allows building more homes near transit to lower costs for families while bolstering public transit use and supporting cash-strapped transit agencies.”

2. **Downtown train.** TOD projects host a multitude of benefits. They offer residents a place to live without needing a car to get around, and if that resident uses transit, could help address climate change. For higher-income households, TOD projects may reduce the number of vehicles they have or reduce the number of vehicle trips they take. For lower-income residents, they can offer even greater benefits. Rather than forcing these households to purchase a vehicle to travel to jobs, they can find a home that allows them to travel via transit. The state’s housing crisis is also most acute at lower income levels.

SB 79 allows more homebuilding on parcels near transit. While SB 79 requires certain levels of affordability on projects that opt to use SB 35/423 streamlining, developers can decide whether they want to avoid affordability requirements and associated costs in exchange for the traditional, discretionary housing approval process. Deed-restricted affordable housing units limit developers return on investment because they cannot charge rents or sell units for as high as they otherwise could. Additionally, SB 79 requires projects that do not use streamlining provisions to meet local inclusionary requirements, but not all local governments have such a policy. As a result, SB 79 does not guarantee that every SB 79 project will include some level of affordability.

Providing truly affordable housing opportunities is pivotal to ensuring that individuals experiencing homelessness, or at risk of homelessness, have a roof over their heads. While the state needs homes at all income levels, if projects do not have to include deed-restricted affordable units, the state may miss an opportunity to address its greatest housing needs on the parcels where housing for lower-income individuals may further multiple state goals, including both housing and improvements in transit ridership. Accordingly, while requiring an affordable housing component to all SB 79 projects may mean SB 79 generates fewer market-rate units, the overall public benefits may be greater. The Committee may wish to consider amending the bill to expand SB 79's affordable housing requirements.

3. Thank you, next. Local governments are subject to many planning requirements, especially when it comes to housing. The housing element process requires local agencies to consider many different factors, including how economic, environmental, fiscal, and community factors influence their ability to address regional housing needs. Among the many factors local agencies must include is a statement of the community's goals, quantified objectives, policies relative to affirmatively furthering fair housing, and to the maintenance, preservation, improvement, and development of housing. After balancing factors such as these, local governments have to identify and implement programs and policies to make sites available to accommodate their share of regional housing needs at all income levels, which, crucially, which must include any necessary rezonings. Existing law defines affirmatively furthering fair housing to require, "...taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws."¹ HCD must approve local housing elements as meeting the requirements of state law, and in recent years, the Legislature has strengthened requirements contained in, and consequences of violating, housing element law. If a local government does not rezone to allow development at the levels required in its approved housing element, or does not adopt a compliant housing element, it may be subject to various penalties, including enhanced fines and restrictions on land use authority. As a result, housing elements are more meaningful, and more local governments are faithfully implementing the law to allow for more dense development in a way that suits their communities.

Despite local governments' efforts to work through this process to meet their housing needs in a way that balances all these factors, SB 79 applies. Even for a well-meaning local government, such as a city HCD has designated as pro-housing and has a compliant housing element, a developer could build a project on a parcel near a TODS that conflicts with the planning and zoning decisions the local has made, potentially as part of adopting a compliant housing element,

¹ Government Code §8899.50.

to balance these competing factors. Projects could be built in a manner that does not sufficiently account for housing needs at all income levels, or in a manner that goes against their efforts to affirmatively further fair housing and ensuring all communities have access to new housing opportunities. SB 79 allows local government enacts an ordinance to implement SB 79 that might provide some flexibility, but the Committee may wish to consider amending the bill to allow additional flexibility for local agencies that comply with state housing planning requirements.

4. Don't go chasing windfalls. Valuation of real estate is complicated, but a fundamental principle is that property is as valuable as its highest and best use allows. Land that can only accommodate construction of a few new units of housing is less valuable than land that can accommodate more, all else being equal, and same goes for larger developments versus smaller ones. When zoning rules change to allow more building, property values go up—an effect that was demonstrated in a recent study of upzoning in Chicago.² SB 79 allows more units to be built and reduces costs associated with developments by granting additional waivers and concessions of development policies. SB 79 also allows developers to choose the density, height, and FAR, up to the limits for the particular tier, potentially allowing them to maximize profits by building larger luxury units instead of smaller, lower priced ones. Many previous pieces of housing legislation have included provisions that help balance these private benefits with public benefits. For example, AB 2011 (Wicks, 2022) and the Middle Class Housing Act of 2022 (SB 6, Caballero) both made certain types of housing developments an allowable use on land zoned for commercial uses. AB 2011 required specific levels of affordable housing. Both measures included labor standards for all their projects, although the specific standards differ. Similarly, previous efforts at TOD upzoning, including SB 827 (Wiener, 2017) and SB 50 (Wiener, 2020), included provisions that provided explicit public benefits for projects, including certain affordability requirements. SB 79 includes some provisions in the same areas, but generally more limited requirements than previous housing production legislation. For example, SB 79 only requires specific affordability levels and labor standards if the developer opts to use SB 35/423 streamlining. If a developer opts not to use SB 35/423 streamlining, then the measure only requires the developer to meet a local inclusionary standard, if one exists. The Committee may wish to consider amending the bill to better balance private developer benefits with public benefits.

5. Changes. Studies are split on whether new housing development in a community significantly increases or decreases the net displacement of low-income households from an area. Some studies argue that new housing frees up less expensive units that would otherwise be occupied by high-income households,³ while others argue that the effect is dependent on the specifics of the housing market in an area that determine whether the number of lower-income households moving into an area exceed the number moving out.⁴ Previous legislation similar to SB 79 attempted to strike a balance by delaying implementation for sensitive communities, meaning low-income communities and communities of color at risk of gentrification, and permitted them to come up with a community plan and other policies to encourage multifamily development at varying income levels and protect vulnerable residents from displacement. SB 79, however,

² Yonah Freemark. (2020) "Upzoning Chicago: Impacts of a Zoning Reform on Property Values and Housing Construction." *Urban Affairs Review* 56(3), 758-789.

³ Phillips, S., Manville, M., & Lens, M. (2021). "Research roundup: The effect of market-rate development on neighborhood rents." UCLA Lewis Center for Regional Policy Studies.

⁴ Karen Chapple & Taesoo Song (29 Mar 2024): Can New Housing Supply Mitigate Displacement and Exclusion?, *Journal of the American Planning Association*, DOI: 10.1080/01944363.2024.2319293

does not identify or change its operation in any communities that might be more vulnerable to displacement. Instead, the bill cross-references the demolition protections in existing law that would apply to an SB 79 project in any case under the Housing Crisis Act. The Committee may wish to consider whether SB 79 should include more protections against displacement consistent with previous efforts.

6. I still haven't found what I'm looking for. SB 79's tiers of TODS would be a new concept in state law, so figuring out exactly where each tier is, and what projects would look like can be challenging to imagine. According to the author and sponsors, Tier 1 is intended to apply to the following stations: BART, LA Metro B and D lines, and 25 commuter rail stations. Tier 2 is intended to apply to SacRT Light Rail, SF Muni Metro, SF Muni streetcars, SF Van Ness BRT, VTA Light Rail, LA Metro A, C, E, G, J, and K Lines, San Diego MTS Trolley, Santa Ana Streetcar, 15 commuter rail stations, and 13 additional light rail or BRT stations. Tier 3 is intended to apply to 60 commuter rail stations and 10 ferry stations.

7. Imagine. California is a geographically and demographically diverse state, and that is reflected in its 483 cities and 58 counties. Local elected officials for each of those municipalities are charged by the California Constitution with protecting their citizens' welfare. One chief way local governments do this is by exercising control over what gets built in their community. Local officials weigh the need for additional housing against the concerns and desires of their constituents. Where appropriate, those officials enact ordinances to shape their communities based on local conditions and desires. SB 79 applies regardless of these efforts and the unique features of California's communities by requiring all communities near TODS to allow projects that meet SB 79's development requirements.

What existing housing exists near this vast range of transit stops varies greatly. For example, all BART stations are supposed to be tier 1 TODS. Some BART stations in places like San Francisco and Oakland already have large, tall structures surrounding them. However, in other places like Castro Valley, the neighborhoods surrounding the BART station are mostly single-family homes. Regardless of these differences, SB 79 treats these stops the same. In a suburban neighborhood like Castro Valley, this would represent a drastic change.

SB 79 includes some provisions that nod to local flexibility to tailor the bill's impacts to different communities. It allows local governments to enact ordinances to implement its provisions, and those ordinances can revise applicable zoning requirements on individual sites within a TOD zone, provided that revisions maintain the average density allowed for that tier, or up to a 100% increase. However, the bill is missing several details regarding "TOD zones," including a definition of TOD zone, that could raise questions for local governments that want to use this provision. To help ensure that SB 79 provides clear flexibility for local governments, the Committee may wish to consider amending the bill to clarify how local governments can make zoning decisions that deviate from SB 79 requirements, and require minimum densities for projects to ensure units are widely available and suitable for habitation at a range of income levels.

7. Don't you forget about me. Not only does SB 79 attempt to address the housing crisis, it also tries to address the fiscal challenges confronting the state's transit agencies. It does this in a couple ways.

- First, it allows transit agencies to adopt objective standards for both residential and commercial developments proposed on land owned the transit agency owns, or on which

it has a permanent operating easement. This allows transit agencies to make land use decisions that could conflict with those established by the city or county. However, the bill does not make clear whether this applies just to SB 79 projects or any residential or commercial development. The Committee may wish to consider amending SB 79 to clarify what projects a transit agency's zoning applies to.

- Second, it expands the definition of “agency’s use” in the SLA to include any land leased to support public transit operations. This means transit agencies could decide to lease their land for more market-rate housing, or other commercial or industrial uses, without first offering the parcel to affordable housing developers. Transit agencies already have this authority under the SLA if they adopt a program that commits to certain requirements for residential development, including a 25% inclusionary requirement, across their portfolio of properties. While SB 79’s SLA exemption could expand transit agencies’ revenue generating possibilities, it runs contrary to the purpose of the SLA, which is to prioritize affordable housing development over other competing priorities. As a result, this provision may reduce the availability of affordable housing in the state. The Committee may wish to consider amending SB 79 to remove the bill’s provisions amending the SLA.

8. Bring the noise. Unlike other recent housing streamlining bills, SB 79 expands the zones where housing can be built from residential and commercial to light industrial. Light industrial zoning varies across jurisdictions, but can include light manufacturing, warehouses, and other uses. Some light industrial zones may be adequate places to build housing, like next to a brewery. However, other light industrial zones might not be if there are potentially hazardous materials or involve pollution emissions like a warehouse. This sets a precedent for other legislation to follow, and could place housing opportunities in places that could present public health and safety risks. The Committee may wish to consider amending the bill to remove the authority to build SB 79 projects in light industrial zones.

9. Charter city. The California Constitution allows cities that adopt charters to control their own “municipal affairs.” In all other matters, charter cities must follow the general, statewide laws. Because the Constitution does not define municipal affairs, the courts determine whether a topic is a municipal affair or whether it is an issue of statewide concern. SB 79 says that its statutory provisions regarding TODS apply to charter cities because addressing the state’s housing crisis of availability and affordability is a matter of statewide concern.

10. Mandate. The California Constitution requires the state to reimburse local governments for the costs of new or expanded state mandated local programs. Because SB 79 adds to the duties of local officials, Legislative Counsel says the bill imposes a new state mandate. SB 79 disclaims the state’s responsibility for providing reimbursement by citing local governments’ authority to charge for the costs of implementing the bill’s provisions.

11. Incoming! The Senate Rules Committee has ordered a double referral of SB 79: first to the Committee on Housing, which approved the bill at its April 22nd hearing on a vote of 6-2, and second to the Committee on Local Government.

Support and Opposition (4/25/2025)

Support: California Yimby (Co-Sponsor)
Greenbelt Alliance (Co-Sponsor)
Spur (Co-Sponsor)

Streets for All (Co-Sponsor)

Alexander Pedersen - Vice Mayor, Capitola
Brian Barnacle - Councilmember, Petaluma
Casey Glaubman - Councilmember, Mount Shasta
Emily Ramos - Vice Mayor, Mountain View
James Coleman - Councilmember, South San Francisco
Jed Leano, Councilmember, Claremont
Jesse Zwick - Councilmember, Santa Monica
Laura Nakamura - Vice Mayor, Concord
Lucas Ramirez - Councilmember, Mountain View
Mark Dinan - Vice Mayor, East Palo Alto
Matthew Solomon - Councilmember, Emeryville
Phoebe Shin Venkat - Councilmember, Foster City
Rashi Kesarwani - Councilmember, Berkeley
Rebecca Saltzman - Councilmember, El Cerrito
Sergio Lopez - Mayor, Campbell
Zach Hilton - Councilmember, Gilroy
21st Century Alliance
AARP
Abundant Housing LA
Active San Gabriel Valley
All Voting Members of the North Westwood Neighborhood Council
Bay Area Council
Bike Culver City
Bike East Bay
Bike Long Beach
Bikesd
Business for Good San Diego
Calbike
California Apartment Association
California Community Builders
California Nightlife Association (CALNIGHT)
Car-lite Long Beach
Chamber of Progress
Circulate San Diego
City West Hollywood
Climate Action Campaign
Climate Hawks Vote
Costa Mesa Alliance for Better Streets
Council of Infill Builders
East Bay for Everyone
East Bay Leadership Council
East Bay Yimby
Eastside Housing for All
Environmental Protection Information Center
Everybody's Long Beach
Families for Safe Streets San Diego
Fieldstead and Company, INC.
Fremont for Everyone
Generation Housing

Glendale Yimby
Grow the Richmond
Hammond Climate Solutions Foundation
House Sacramento
Housing Action Coalition
Housing Leadership Council of San Mateo County
Housing Trust Silicon Valley
Inclusive Lafayette
Indivisible Sacramento
Jamboree Housing Corporation
Leadingage California
Lisc San Diego
Mountain View Yimby
Napa-solano for Everyone
National Independent Venue Association of California
New Way Homes
Northern Neighbors
Our Time to ACT
Pathway to Tomorrow
Peninsula for Everyone
People for Housing - Orange County
People for Housing Oc
People for Housing Orange County
Prosperity California
Redlands Yimby
Remake Irvine Streets for Everyone (RISE)
Ridesd
San Diego County Bicycle Coalition
San Fernando Valley for All
San Francisco Yimby
San Mateo County Economic Development Association (SAMCEDA)
Santa Cruz Yimby
Santa Rosa Yimby
Sierra Business Council
Silicon Valley Leadership Group
Sloco Yimby
South Bay Yimby
South Pasadena Residents for Responsible Growth
South San Francisco Councilmember James Coleman
Streets are for Everyone (SAFE)
Streets are for Everyone (SAFE) (ORG)
Strong Towns Poway & Rb
Strong Towns San Diego
Strong Towns Santa Barbara
Student Homes Coalition
UC San Diego Housing Commission
University of California Student Association
Ventura County Yimby
Walk Bike Berkeley
Walk San Francisco

Westside for Everyone
Wildlands Network
Yimby Action
Yimby Democrats of San Diego County
Yimby LA
Yimby Los Angeles
Yimby Slo

Opposition: Allied Neighborhoods Association (of Santa Barbara)

Barbary Coast Neighborhood Association
Brentwood Homeowners Association
Burton Valley Neighborhoods Group
California Cities for Local Control
California Contract Cities Association
California Preservation Foundation
California Rural Legal Assistance Foundation
Catalysts for Local Control
Cheviot Hills (Los Angeles) Neighborhood Association
Chinatown Community Development Center
Citizen Marin
Citizens Planning Association of Santa Barbara
Citizens Preserving Venice
City of Agoura Hills
City of Anderson
City of Artesia
City of Azusa
City of Belvedere
City of Brentwood
City of Calimesa
City of Camarillo
City of Carlsbad
City of Chino
City of Chino Hills
City of Cloverdale
City of Colton
City of Concord
City of Cotati
City of Downey
City of Encinitas
City of Exeter
City of Fairfield
City of Folsom
City of Fullerton
City of Garden Grove
City of Glendale
City of Glendora
City of Grand Terrace
City of Hawthorne
City of Hermosa Beach
City of Hesperia

City of Highland
City of Huntington Beach
City of LA Mirada
City of LA Quinta
City of Lafayette
City of Lakeport
City of Lakewood CA
City of Larkspur
City of Lathrop
City of Lawndale
City of Lomita
City of Los Alamitos
City of Manhattan Beach
City of Manteca
City of Marina
City of Mission Viejo
City of Modesto
City of Moorpark
City of Moreno Valley
City of Murrieta
City of Napa
City of Newport Beach
City of Norwalk
City of Oakley
City of Oceanside
City of Ontario
City of Orange
City of Orinda
City of Palm Desert
City of Palmdale
City of Paramount
City of Perris
City of Pico Rivera
City of Rancho Cordova
City of Rancho Cucamonga
City of Rancho Mirage
City of Rancho Palos Verdes
City of Redding
City of Redlands
City of Ripon
City of Riverbank
City of Rolling Hills Estates
City of Rosemead
City of San Fernando
City of San Juan Capistrano
City of San Luis Obispo
City of San Marcos
City of San Rafael
City of Sausalito
City of Scotts Valley

City of Simi Valley
City of Solana Beach
City of Stanton
City of Thousand Oaks
City of Torrance
City of Tustin
City of Upland
City of Vista
City of Walnut Creek
City of Whittier
City of Yucaipa
Coalition for San Francisco Neighborhoods (CSFN)
Coastal San Pedro Neighborhood Council
Communities for a Better Environment
Comstock Hills Homeowners Association
Crescenta Highlands Neighborhood Association 2025
Crescenta Valley Community Association 2025
Del Rey Residents Association
Disability Rights California
Eastside Voice Long Beach CA
Equitable Land Use Alliance (ELUA)
Esperanza Community Housing Corporation
Foothill Communities Association
Friends of Historic Miracle Mile
Grayburn Avenue Block Club
Greater Toluca Lake Neighborhood Council
Hills2000_friends of the Hills
Hollywoodland Homeowners Association, United Neighborhoods
Homey
Kennedy Commission
Lafayette Homeowners Council
Larchmont United Neighborhood Association
Leadership Counsel for Justice & Accountability
Leadership Counsel for Justice and Accountability
League of California Cities
Little Tokyo Service Center
Livable California
Livable Mountain View
Long Beach Forward
Marin County Council of Mayors & Council Members; City of
Mental Health Advocacy Services
Mission Street Neighbors
Neighborhoods United SF
Neighbors for a Better California
Neighbors for a Better San Diego
New Livable California DbA Livable California
Nonprofit Housing Association of Northern California
Orindans for Safe Emergency Evacuation
Our Neighborhood Voices
Our Neighborhood Voices -- Education Corporation

Pacific Palisades Community Council
Physicians for Social Responsibility - Los Angeles
Poder SF
Public Advocates
Public Counsel
Public Interest Law Project
Public Law Center
Race & Equity in All Planning Coalition (REP-SF)
Rise Economy
Save Lafayette
Sherman Oaks Homeowners Association
Shift-Bay Area
Spaulding Square Historical Preservation Overlay Zone (HPOZ)
Strategic Actions for a Just Economy
Sunnyvale United Neighbors
Sunset Square Neighborhood Organization
Town of Apple Valley
United Neighbors
Urban Habitat
West Torrance Homeowners Association
Western Center on Law & Poverty
Westwood Hills Property Owners Association
Westwood Homeowners Association
Wilshire Montana Neighborhood Coalition
Young Community Developers

-- END --

SENATE COMMITTEE ON REVENUE AND TAXATION

Senator Jerry McNerney, Chair
2025 - 2026 Regular

Bill No: SB 752
Author: Richardson
Version: 2/21/25
Consultant: Summers

Hearing Date: 5/14/25
Tax Levy: Yes
Fiscal: Yes

SALES AND USE TAXES: EXEMPTIONS: CALIFORNIA HYBRID AND ZERO-EMISSION TRUCK AND BUS VOUCHER INCENTIVE PROJECT: TRANSIT BUSES

Extends the state General Fund-only sales and use tax exemption for public transportation agencies to purchase zero-emission vehicles from January 1, 2026, to January 1, 2028.

Background

Tax expenditures. California law allows various tax incentives, such as credits, deductions, exemptions, and exclusions. When a tax law is determined to have a cost in the form of foregone revenues, such as a sales and use tax exemption, state law refers to them as “tax expenditures.” The Legislature enacts such tax incentives to compensate taxpayers for incurring certain expenses, such as costs related to child adoption, or to influence certain behaviors, such as participating in charitable giving. The Legislature uses tax incentives to encourage taxpayers to do something they would not otherwise do but for the tax incentive. The Department of Finance must annually publish a list of tax expenditures, which currently totals around \$91.5 billion.

Sales and use tax (SUT). State law imposes the sales tax on every retailer selling tangible personal property in this state. Retailers must register with the California Department of Tax and Fee Administration (CDTFA) and remit sales tax amounts collected at sale to CDTFA. If the purchaser does not pay the sales tax to the retailer, the purchaser is liable for paying use tax to the CDTFA. The use tax is imposed on any person consuming tangible personal property in the state. The use tax must be remitted on or before the last day of the month following the quarterly period in which the person made the purchase. The use tax rate is the same as the sales tax rate. The table below shows that the current statewide SUT rate is 7.25%. Additionally, cities and counties may increase the sales and use tax rate up to 2% with voter approval for specific or general purposes pursuant to the California Constitution’s vote requirements.

Rate	Jurisdiction	Purpose/Authority
3.9375%	State (General Fund)	State general purposes
1.0625%	Local Revenue Fund (2011 Realignment)	Local governments to fund local public safety services
0.50%	State (1991 Realignment)	Local governments to fund health and welfare programs
0.50%	State (Proposition 172 - 1993)	Local governments to fund public safety services

Rate	Jurisdiction	Purpose/Authority
1.25%	Local (City/County) 1.00% City and County 0.25% Local transportation	City and county general operations. Dedicated to county transportation purposes
7.25%	Total Statewide Rate	

Tax exemptions. Many items, such as prescription drugs, food, and poultry litter, are fully exempt from the SUT in California. Other items are exempted only from the state sales tax of 3.9375%, but not the local share, such as farm equipment and machinery, diesel fuel used for farming and food processing, teleproduction and postproduction equipment, timber harvesting equipment and machinery, and racehorse breeding stock. Further, while the United States government is exempt from paying the state SUT, state law does not provide a blanket exemption from the SUT for other public agencies such as cities, counties, special districts, or state agencies. As a result, these public agencies generally pay tax when purchasing tangible personal property or using it in the state.

Zero-emission vehicle exemptions. State law also provides SUT exemptions for specific vehicles purchased by certain buyers. In 2022, the Legislature enacted a state General Fund-only SUT exemption on qualifying zero or near-zero emission motor vehicles purchased or leased by qualified buyers under the Clean Cars 4 All program (SB 1382, Gonzalez). Eligibility for the Clean Cars 4 All program depends on the buyer's household income level, where they reside, and whether the vehicle is leased or purchased. The SUT exemption under SB 1382 applies to purchases made between January 1, 2023, and December 31, 2027.

In 2019, the Legislature enacted AB 784 (Mullin), authorizing a state General Fund-only SUT exemption for specified zero-emission technology transit buses sold to a city, county, city and county, transportation or transit district, or other public agency providing transit services to the public. To qualify for the exemption, the transit bus must be eligible for the California Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP), which is funded by the Air Quality Improvement Program, the General Fund, and the Greenhouse Gas Reduction Fund under the California Air Resources Board (CARB). In 2022, the Legislature extended the exemption from January 1, 2024, to January 1, 2026 (AB 2622, Mullin).

The Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project. CARB administers the HVIP, created by the California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007 (AB 118, Nunez). HVIP provides vouchers on a first-come, first-served basis for any fleet owner or operator, including commercial operators, local governments, and non-profit agencies, to replace current vehicle fleets with hybrid and zero-emission vehicles to provide clean air benefits.

Under HVIP, manufacturers apply to CARB to determine that the vehicles they produce meet clean air targets. If CARB certifies the vehicle model, CARB lists the vehicle model on its website as qualifying for vouchers. Voucher amounts can vary and are generally based on the kind of vehicle, weight, fuel source, the number of vehicles purchased, and whether the vehicle will be used in a disadvantaged community.

First, a potential purchaser contacts a vehicle dealer to purchase a vehicle eligible for a voucher. Second, the dealer verifies that HVIP funds are available and that CARB has certified the vehicle

as eligible for a voucher. The dealer then applies to a CARB-designated grantee (currently CALSTART) for a voucher. If approved, the purchaser then pays the dealer the vehicle's purchase price minus the voucher's value. The dealer then arranges to build the vehicle to suit the purchaser's order, if stock inventory vehicle models are not already eligible. Once the vehicle is placed in service, CALSTART reimburses the dealer upon presentation of the voucher. The purchaser must report to CARB regarding their usage of the vehicle.

CARB allocates funds appropriated by the Legislature from the Greenhouse Gas Reduction Fund (GGRF) to CALSTART to pay vouchers, which is funded from auction proceeds under the state's "Cap and Trade" program authorized by the Global Warming Solutions Act (AB 32, Nunez, 2006; extended by AB 398, E. Garcia, 2017). Each year, the Legislature appropriates GGRF funds to various agencies, including CARB, for various purposes, including HVIP. In 2021, the Legislature began appropriating General Fund money for HVIP, with Governor Newsom proposing more in his annual budget proposals to supplement GGRF revenues. However, the Governor's 2025-26 budget proposal does not contain explicit General Fund or GGRF revenue for HVIP. Additionally, CARB staff is not proposing to allocate additional funding to HVIP for FY 2024-25 due to the limited funding available in the State Budget and the needs in other project categories. HVIP has funds remaining from previous years' appropriations, and CARB will continue to administer previously allocated funds until the next budget appropriation. Fiscal Year 2025-26 Funding Plan for HVIP is not yet available.

CARB Innovative Clean Transit (ICT) regulation. CARB ICT regulation was adopted in December 2018 and requires all public transit agencies to gradually transition to a 100% zero-emission bus (ZEB) fleet. Beginning in 2029, 100% of new purchases by transit agencies must be ZEBs, with a goal for full transition by 2040. It applies to all transit agencies that own, operate, or lease buses with a gross vehicle weight rating over 14,000 lbs. It includes standard, articulated, over-the-road, double-decker, and cutaway buses.

Seeking to decrease the burden on transit agencies, encourage early compliance with the ICT regulation, and reduce emissions by accelerating the deployment of zero-emission vehicles, the California Transit Association wants to extend the sunset date for the zero-emission bus SUT exemption.

Proposed Law

Senate Bill 752 extends the state General Fund-only sales and use tax exemption for public transportation agencies to purchase HVIP-eligible zero-emission vehicles from January 1, 2026, to January 1, 2028.

State Revenue Impact

CDTFA estimates revenue losses from SB 752 to be \$2,900,000 annually and would result in minor absorbable costs to administer.

Comments

1. Purpose of the bill. According to the author, "SB 752 simply extends an existing partial sales tax exemption for zero emission busses. Extending this partial sales tax exemption has the potential to save transit agencies up to \$50,000 per bus purchased, depending on the

manufacturer and technology. Assisting public transit's transition not only helps meet our climate goals but helps communities attain better air quality as well.”

2. Windfall? Tax expenditures produce two different outcomes. First, they reward behavior that would have occurred without the tax benefit, referred to as a windfall benefit. Second, purchasers act on the incentive created by the tax expenditure to generate certain activity that would not have occurred but for the tax benefit. SB 752 encouraged public agency purchasers to choose zero-emission medium and heavy-duty transit buses eligible for HVIP vouchers by allowing a state sales and use tax exemption, equal to 3.9375% of the purchase price. However, the ICT regulation requires all public transit agencies to gradually transition to a 100% zero-emission bus fleet. While a sales tax exemption provides a financial incentive for transit agencies to purchase ZEBs, the exemption largely serves as general financial assistance for transit providers rather than a “but for” tax benefit.

3. Tradeoffs. Existing tax law provides various credits, deductions, exclusions, and exemptions for taxpayers. Since the Legislature enacts these items to accomplish some governmental purpose which have a cost, in the form of foregone revenues, state law refers to them as “tax expenditures.” This bill would extend an existing tax expenditure, with potential costs to the state General Fund. With less General Fund money, the government has less funding for important public services such as education and public safety. As a result, the state will have to reduce spending or increase taxes to match the foregone revenue. The Committee may wish to consider whether SB 752 is worth the spending cuts or tax increases.

4. State, not local. In recent years, most new sales and use tax exemptions have included only the state share of the sales tax, such as equipment used in research and manufacturing, and equipment and fuel used in agriculture. SB 752 continues this trend by extending an existing exemption that only applies against the State General Fund portion of the Sales and Use Tax. As a result, SB 752 should not affect local revenues.

5. Legislative Analyst’s Office (LAO) Report. Pursuant to Section 41 requirements from AB 2622, the LAO issued a report on April 15, 2024, entitled “Evaluation of a Tax Exemption for Zero-Emission Buses.”¹ The report found that the share of new ZEB buses is growing (e.g., 28% of new large-agency buses in 2022). However, adoption is uneven; five of the state’s 21 large transit agencies did not acquire any ZEBs, while others are fully converted. The exemption likely contributed to early ZEB purchases, but its precise impact cannot be isolated due to other factors influencing the pace of ZEB adoption. The report also highlights that in addition to the ZEB exemption, several other state and federal programs offer funding that transit agencies may use to convert their bus fleets to ZEBs, such as the Transit and Intercity Rail Capital Program, the Zero-Emission Transit Capital Program, HVIP funding, and federal grants. LAO concludes that the exemption is not well-targeted to agencies in greatest fiscal distress or to those with the greatest ridership loss (e.g., rail systems) and recommends “that the Legislature allow the exemption to expire as scheduled under current law.”

6. Rebuttal to the LAO Report. The California Transit Association (CTA) contends that the LAO used performance indicators and fiscal criteria not authorized or intended by the Legislature. It argues that, when evaluated according to the actual statutory goals and metrics set out in the Section 41 findings and declarations of AB 2622, the exemption has been successful

¹ Legislative Analyst's Office. (2024, April 15). *Evaluation of a tax exemption for zero-emission buses*. <https://lao.ca.gov/Publications/Report/4890>

and should be extended. Specifically, CTA argues that the following goals from AB 2622 Section 41 findings and declarations were achieved:

- To assist transit agencies in transitioning bus fleets to zero-emission by reducing upfront capital costs and incremental costs between technologies.
- To overcome an important upfront funding shortfall that currently impedes the procurement of zero-emission transit buses and is critically needed to help public transit agencies ramp up to the Innovative Clean Transit regulation.
- To eliminate mobile criteria pollutant emissions and clean the air in disadvantaged communities.
- To substantially reduce greenhouse gas emissions.

CTA also contends that the performance indicators from AB 2622 Section 41 findings and declarations demonstrate that the above-mentioned goals were achieved:

- The annual number of zero-emission transit bus purchases by transit authorities and agencies statewide.
- The annual number of zero-emission transit buses purchased in advance of the Innovative Clean Transit regulation timelines.

7. Section 41. Section 41 of the Revenue and Taxation Code requires any bill enacting a new tax expenditure to contain, among other things, specific goals, purposes, and objectives that the tax expenditure will achieve, detailed performance indicators, along with data collection and reporting requirements (SB 1335, Leno, 2014). AB 2622 updated AB 784 Section 41 findings and declarations in several ways. However, SB 752 does not comply with the Section 41 requirements, as it does not make the required findings and declarations.

Support and Opposition (5/9/25)

Support: California Transit Association (Sponsor)

California Electric Transportation Coalition

Central Contra Costa Transit Authority

City and County of San Francisco

Foothill Transit

GILLIG

Madera County Transportation Commission

Monterey-Salinas Transit

Orange County Transportation Authority

Riverside Transit Agency

Sacramento Regional Transit District

San Diego Metropolitan Transit System

San Francisco Municipal Transportation Agency

San Mateo County Transit District

Santa Cruz Metropolitan Transit District

Santa Monica Department of Transportation

Solano County Transit

Stanislaus Regional Transit Authority

Sunline Transit Agency

Transportation Authority of Marin

Opposition: None received.

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AGENDA

ITEM 10

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Go Tri-Valley Program Update

FROM: Mike Tobin, Director of Operations & Planning
Martha Nguyen, Senior Operations Analyst

DATE: May 27, 2025

Action Requested

None – this is an informational update.

Background

Go Tri-Valley is a partnership between LAVTA and Transportation Network Companies (TNC) that offers a 50% subsidy up to \$5 dollars per trip for trips that start and end within the LAVTA service area, and is available to the general public. The program launched in 2017 as Go Dublin; it was originally designed to offer an alternative transportation service in the City of Dublin after LAVTA reduced or eliminated unproductive bus service in 2016. The program was expanded during the COVID pandemic to include Livermore and Pleasanton to offset temporary service reductions and mandated travel restrictions and was rebranded as Go Tri-Valley. There were no trip limits at that time.

In spring 2023, staff initiated a very successful Tik-Tok style marketing campaign which resulted in a significant increase in Go Tri-Valley ridership. To mitigate the increasing costs, staff presented several program alternatives and recommended a trip cap of 10 trips per month, per user on each TNC platform. The Board subsequently authorized the recommendation at their February 2024 meeting (Attachment 1). This alternative projected the least impact to riders while still providing significant cost management. Communication about the change was relayed to customers and the cap was implemented April 1, 2024.

After monitoring the impacts of the trip cap, staff is returning to provide the Committee with information about program ridership, projected utilization and the results of a passenger survey.

Discussion

Below are the ridership and cost statistics throughout the life of Go Tri-Valley:

Prior to Spring 2023 Marketing Campaign

Avg Monthly Ridership	1,218 trips
Program Growth	+2.3% average per month
Annual Cost	\$70k (47% increase from previous year)

Post-Marketing Campaign (April 2023-March 2024)

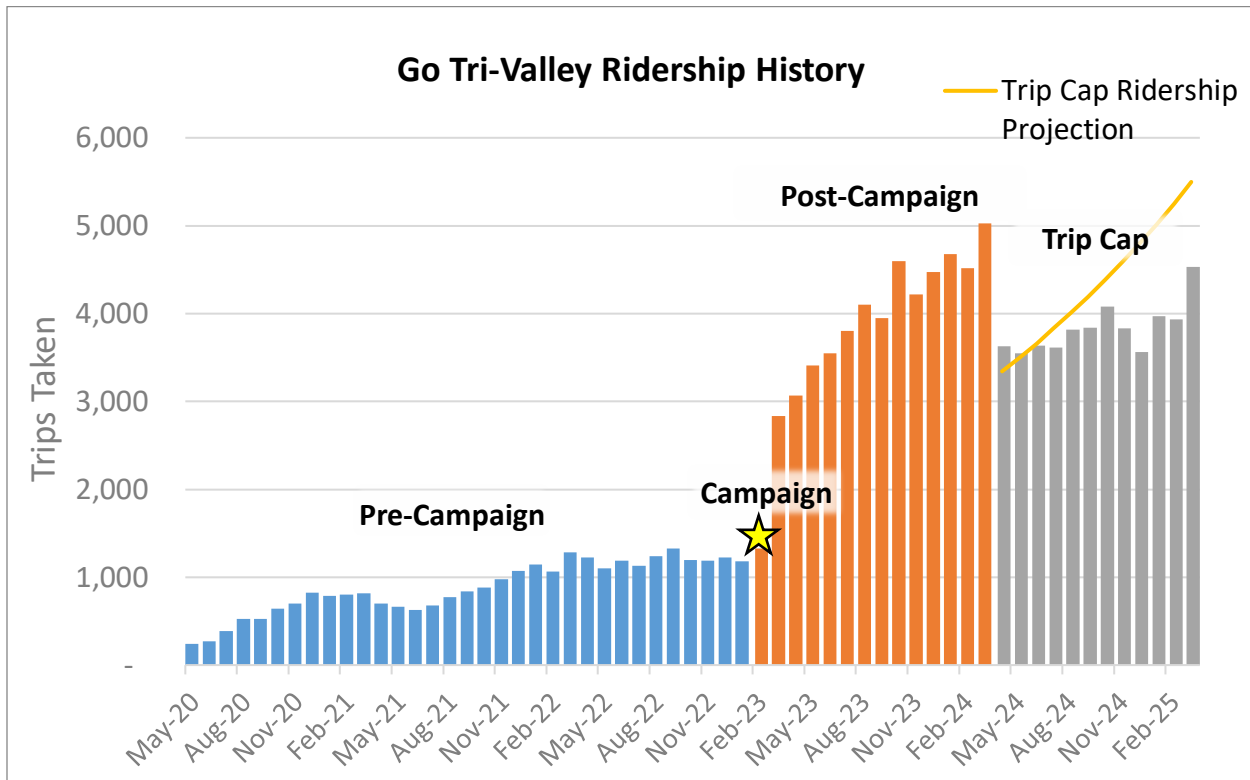
Avg Monthly Ridership	4,115 trips
Program Growth	+5% average per month (excluding initial spike)
Annual Cost	\$231k (230% increase from previous year)

Post-Trip Cap YTD (April 2024 – March 2025)

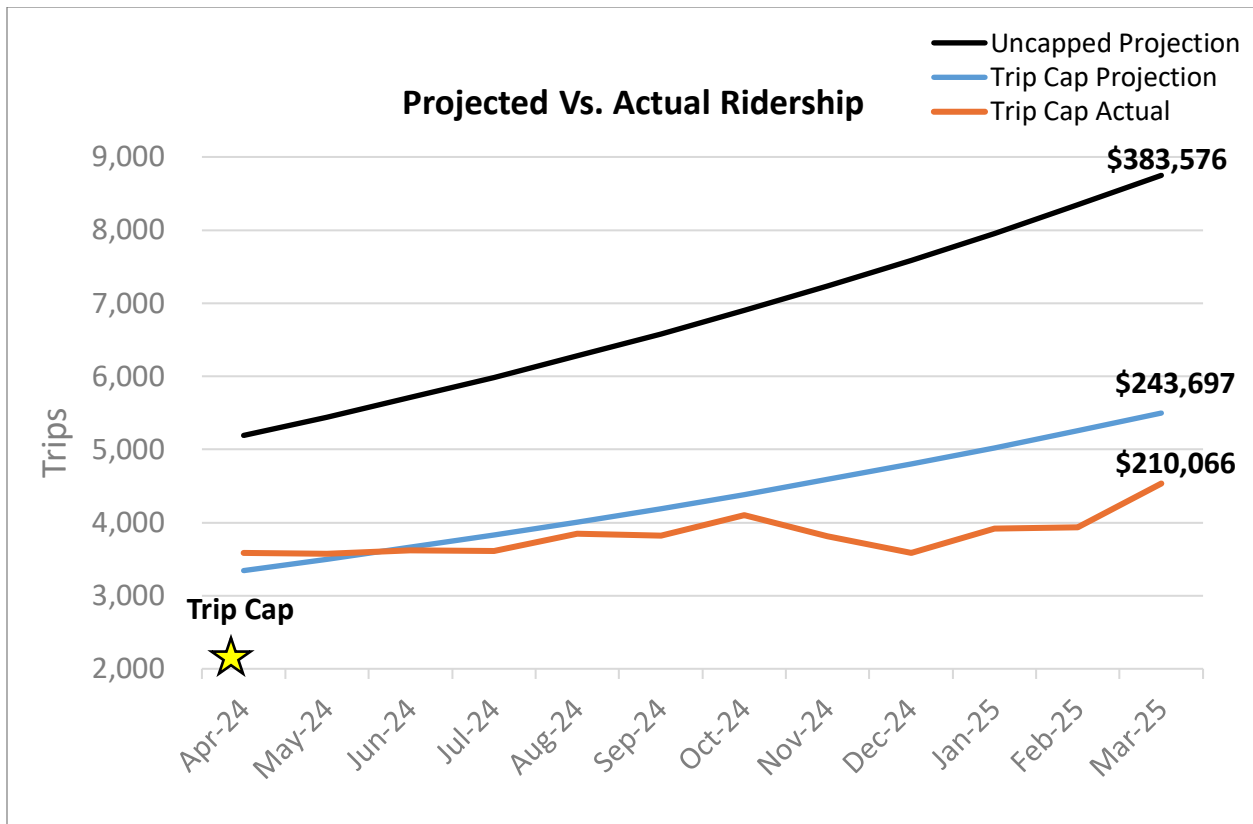
Avg Monthly Ridership	3,832 trips
Program Growth	+2.3% average per month (excluding initial drop)
YTD Annual Cost	\$210k
Projected Annual Cost	\$225k (3% decrease from previous year)

Staff estimated a 38% reduction of program costs had there been a 10-trip cap in place the previous contract year. Immediately after implementation of the cap, the monthly cost dropped 29% and the growth rate of trips from month to month has decreased from 5% to 2.3%.

The following chart shows the growth and milestones of the program.

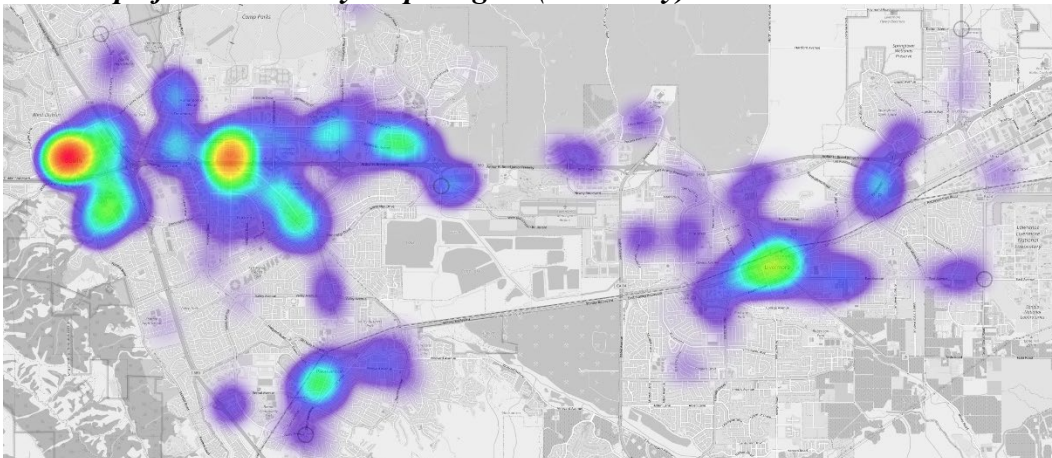


After implementation of the trip cap, the actual cost and ridership have been slightly lower than staff projected although they continue to grow over time.



Below are heat maps of trips taken since April 2024. The brighter red and yellow areas indicate a higher concentration of trips traveling to places such as Dublin/Pleasanton BART, Livermore Transit Center/ACE Station, Downtown Pleasanton/Pleasanton ACE Station, and Stoneridge Shopping Center/DaVita Dialysis.

Heat map of Go Tri-Valley Trip Origins (Uber only)



Heat map of Go Tri-Valley Destinations (Uber only)



In terms of availability of Wheels service as an alternative to Go Tri-Valley (GTV) trips: Roughly 74% of GTV trips both start and end within ¼ mile of a Wheels fixed route; 93% of GTV trips occur between 6 am and 11 pm, which generally falls within the Wheels span of service hours.

Current Go Tri-Valley Ridership Statistics

TIME OF TRAVEL	% OF TRIPS
Early AM 4 am – 6 am	1.06%
Peak AM 6 am – 9 am	14.40%
Late AM 9 am – 12 pm	19.70%
Early PM 12 pm – 3 pm	16.58%
Mid PM 3 pm – 5 pm	13.39%
Peak PM 5 pm – 8 pm	17.25%
Late PM 8 pm – 11 pm	11.67%
AFTER HOURS 11 pm – 4 am	5.94%

TRAVEL WITHIN ¼ MILE OF LAVTA MAINLINE ROUTES	% OF TOTAL TRIPS
Boardings	86.04%
Alightings	86.83%
Both Boarding and Alighting	74.42%

RIDER USAGE	
Average Subsidy per Trip	\$4.61
Average Trips per Rider	4-5
Riders Taking More than 5 Trips per Month	38%
Riders Taking 5 or Less Trips per Month	62%

Cost Projections

We currently have a program trip cap of 10 on each TNC platform per user per month. Over the past year, the actual costs incurred were \$210,065.60. Although anonymized, trip data for each unique user is available on both platforms. Using this data, we can see that if each user had been capped at 5 and 7 trips per month, the actual costs would have been reduced by 40% and 27% respectively. If the subsidy had been a flat \$2 rate this past year (no trip cap), the program cost would have been 56% less than the actual cost.

Time Period	Actual Cost 10-Trip Cap	Projected Cost for 5-Trip Cap	Projected Cost for 7-Trip Cap	Projected Cost for Flat Rate \$2 Subsidy
Apr 2024 – Mar 2025	\$210,065.60	\$126,341.29 (-40%)	\$152,531.64 (-27%)	\$91,968 (-56%)

Although the average growth in trips each month since April 2025 is 2.3%, the average growth in the last six months has been 3.2%. Using the reduction percentages calculated above while applying a 3.2% average growth in trips per month (based on recent months), we projected the costs for the next fiscal year based on no program modification, reduction to caps of 5 and 7 trips, or modifying the subsidy to a flat \$2 per trip, shown below.

Time Period	Projected Cost for Unmodified 10-Trip Cap	Projected Cost for 5-Trip Cap	Projected Cost for 7-Trip Cap	Projected Cost for Flat Rate \$2 Subsidy
Jul 2025 – Jun 2026	\$333,893.35	\$219,679.92 (-40%)	\$265,370.88 (-27%)	\$147,132.04 (-56%)

From the above projections, reducing the subsidy per trip from a maximum of \$5 to a flat \$2 would yield the greatest cost-savings to the program. Something to note is that we have had no complaints or comments from passengers since the trip cap was implemented. Also, currently there is no way to prevent users of the program from creating multiple accounts on each TNC platform to circumvent the trip cap.

Attachment 2 shows a summary of responses received for the rider survey sent to a sample of Uber riders who signed up for Go Tri-Valley (riders with emails provided). A total of 53 responses were received and the consensus was in favor of the program. Some notable demographics were that the majority were employed and had access to a car. Approximately half of the riders knew of a Wheels route that operated and had a bus stop less than ½ mile from their trip origin. Saving time was the most popular reason riders chose a TNC over Wheels Bus.

Despite fluctuations in ridership from month to month as well as a reduction in overall usage with the implementation of the 10-trip cap, usage of Go Tri-Valley has generally continued to

grow over time and warrants further discussion of how the program ties into LAVTA's strategic goals. The draft FY26 budget for Go Tri-Valley is \$225,600; with the current growth rate of the program at 3.2% per month, without further program modifications LAVTA may see program costs exceed the FY26 budget. Based on feedback received during the meeting, staff may return to the Committee with recommended changes to Go Tri-Valley at a future meeting.

Recommendation

None – this is an informational update.

Attachments

1. February 2024 Go Tri-Valley Staff Report
2. Go Tri-Valley Rider Survey

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Go Tri-Valley Program Modification

FROM: Mike Tobin, Director of Operations

DATE: February 5, 2024

Action Requested

Authorize the Executive Director to make programmatic modifications to the Go Tri-Valley Program and implement a monthly subsidized cap of 10 trips per user per TNC platform.

Background

Go Tri-Valley is a Transportation Network Company (TNC) rideshare program that offers a 50% subsidy up to \$5 dollars per trip for trips that start and end within the LAVTA service area. The program launched in 2017 as Go Dublin and was originally designed to offer an alternative transportation service to eliminated low-ridership bus service in the City of Dublin. The program was expanded during the COVID pandemic to include Livermore and Pleasanton to offset temporary service reductions and mandated travel restrictions and was rebranded as Go Tri-Valley. Go Tri-Valley users are granted an unlimited number of uses each month across TNC partners.

At the end of February 2023, a Tik-Tok style social media marketing campaign was released to advertise the program since many customers were still unaware of this supplemental transportation option. Ridership unexpectedly grew exponentially, and program costs were in danger of exceeding contract budgets with both service providers.

In September 2023, the Board authorized budget amendments to the Go Tri-Valley contracts to accommodate the sudden increase in ridership and annual program costs and Staff agreed to return to the Board with program modifications for consideration to reduce program costs.

Discussion

Although the contract budgets were amended, the current level of Go Tri-Valley usage is not sustainable with unrestricted program parameters.

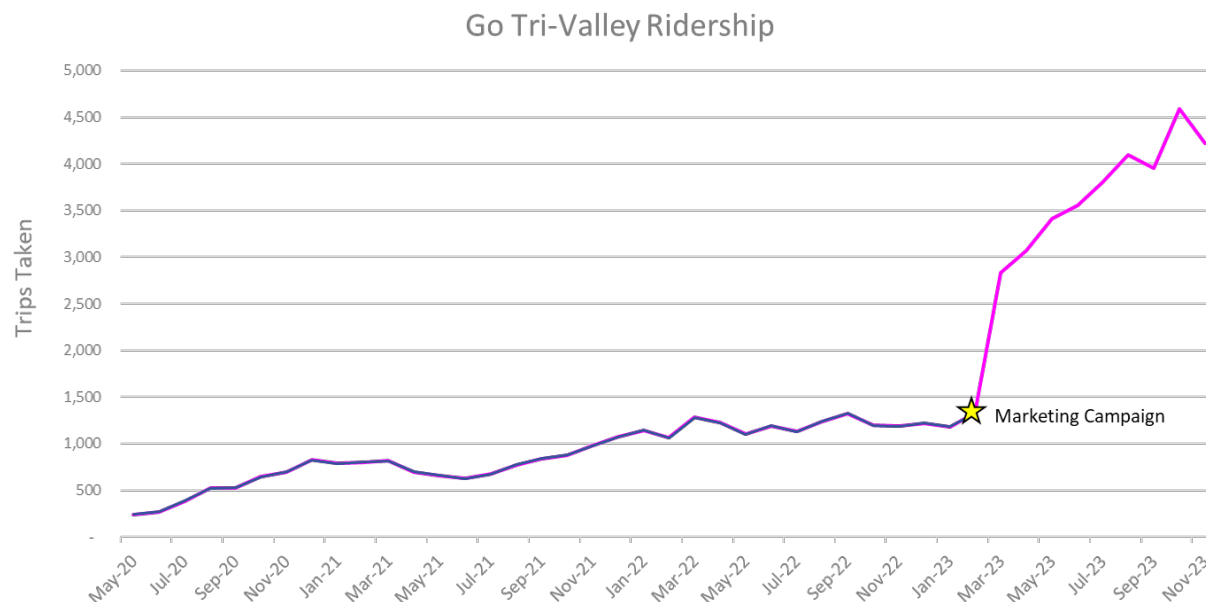
Prior to Campaign

Program Growth	+6% average every month
Annual Cost	\$70k (47% increase from previous year)

Post-Campaign

Program Growth	+17% average every month
Annual Cost	\$201k (91% increase from previous year)

The following chart shows the growth of the program since its inception.



Staff has continued to monitor Go Tri-Valley ridership closely and has been working with program partners to analyze customer travel patterns and gain insight on travel to and from transit hubs and outside of our fixed-route network. One notable observation is that there is a small percentage of “super users” responsible for at least 25% of the total ridership, due to taking over 30 trips per month each.

With the upcoming Wheels in Motion service change which will restore bus service coverage in Livermore and Dublin, it is an opportune time to consider modifications to Go Tri-Valley while promoting additional fixed-route offerings.

Based on Staff analysis, the following program alternatives were presented:

Alternative 1

Action	No changes to Go Tri-Valley program
Rider Impact	No impact
Fiscal Impact	High impact – not fiscally sustainable due to the exponential growth of this program and lack of dedicated funds

Alternative 2

Action	Eliminate Go Tri-Valley program due to Wheels in Motion reintroducing service area coverage
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Rider Impact	Most if not all current riders will be impacted; a lot of communication is anticipated to explain elimination of the program
Fiscal Impact	High impact – current funding can go towards other services and endeavors

Alternative 3a (Recommended)

Action	Introduce a cap of 10 trips per month, per user on each TNC platform
Rider Impact	Estimate 20% of riders impacted; technically riders will be able to receive a subsidy for up to 20 trips if they use both platforms; communication to explain trip cap to current and new riders should be straightforward
Fiscal Impact	Estimate 38% reduction in costs; post-campaign annual cost would have been approximately \$125k vs \$201k

Alternative 3b

Action	Introduce a cap of 6 trips per month, per user on each TNC platform
Rider Impact	Estimate 28% of riders impacted; technically riders will be able to receive a subsidy for up to 12 trips if they use both platforms; communication to explain trip cap to current and new riders should be straightforward
Fiscal Impact	Estimate 52% reduction in costs; post-campaign annual cost would have been approximately \$96k vs \$201k

Alternative 4

Action	Restrict Go Tri-Valley program hours to when fixed-route buses are not running (~11pm – 4am)
Rider Impact	Estimate 87-97% of riders impacted; would impede riders from potentially using Go Tri-Valley to connect to transit lines that operate during the day or riders traveling to/from areas that Wheels buses cannot accommodate
Fiscal Impact	Estimate 89% reduction in program costs but may shift some ambulatory rides of disabled riders to paratransit; post-campaign annual cost would have been approximately \$23k vs \$201k

Alternative 5

Action	Restrict Go Tri-Valley service area to mirror fixed-route bus lines
Rider Impact	Estimate 88% of riders impacted; although there are some trip hotspots at transit hubs and shopping centers, most trips occur throughout the service area, including residential neighborhoods where buses cannot access; difficult to implement numerous

	geofences but easy to circumvent since riders can still take trips to/from a bus stop solely using Go Tri-Valley
Fiscal Impact	Not enough data available to predict

On January 26, 2024, the Projects and Services Committee voted to advance the staff recommendation of Alternative 3a to the Board of Directors for consideration. In discussing the item, the Committee encouraged staff to return with performance metrics approximately six months after the change to reassess costs and demand. The Committee also directed staff to consider offering a trip-cap waiver for those using the program multiple times each day for commuting. Staff will continue to monitor the program and report on the outcome of this modification after six months.

Recommendation

The Projects and Services Committee recommends the Board approve Resolution 05-2024, authorizing the Executive Director to make programmatic modifications to the Go Tri-Valley Program and implement a monthly subsidized cap of 10 trips per user per TNC platform in conjunction with the reintroduction of fixed-route coverage and for the program to remain fiscally sustainable.

Attachments

1. Resolution 05-2024

RESOLUTION NO. 05-2024

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROGRAM TRIP LIMIT TO GO TRI-VALLEY

WHEREAS, in 2017 the Livermore Amador Valley Transit Authority (LAVTA) launched the Go Dublin rideshare discount program with Transportation Network Companies (TNC) Lyft, Inc. (Lyft) and Uber Technologies, Inc. (Uber), that offered a discount of half the fare up to \$5 for rideshare trips taken in the City of Dublin; and

WHEREAS, in 2020, the program was rebranded as Go Tri-Valley and was expanded to cover rideshare trips that start and end throughout the Tri-Valley; and

WHEREAS, in 2023, contracts with Lyft and Uber were amended to extend the program by one year with increased budgets to cover an unexpected growth in ridership; and

WHEREAS, after continuing to monitor the program and analyzing various service modifications to manage and contain costs, LAVTA wishes to implement programmatic modifications which include a monthly 10-trip cap per user per TNC platform; and

WHEREAS, this programmatic modification will be implemented in conjunction with fixed-route service restorations in Spring 2024; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Livermore Amador Valley Transit Authority that the Executive Director is authorized to:

- 1) Modify the Go Tri-Valley program to place a monthly cap of 10 subsidized trips per user per TNC platform.

PASSED AND ADOPTED THIS 5th DAY OF FEBRUARY 2024.

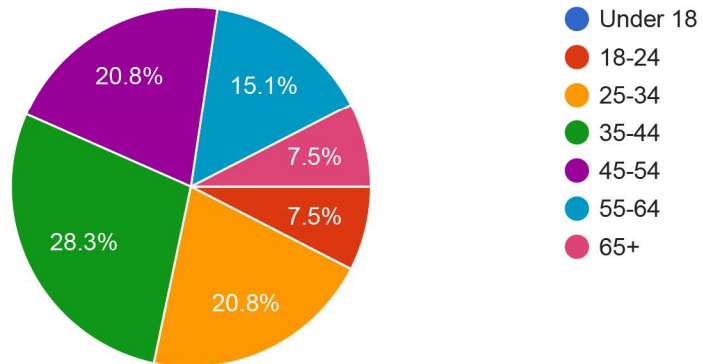
Melissa Hernandez, Chair

ATTEST

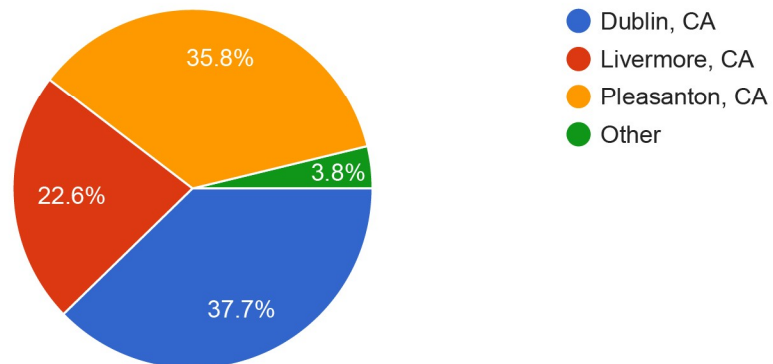
Christy Wegener, Executive Director

Go Tri-Valley Rider Survey

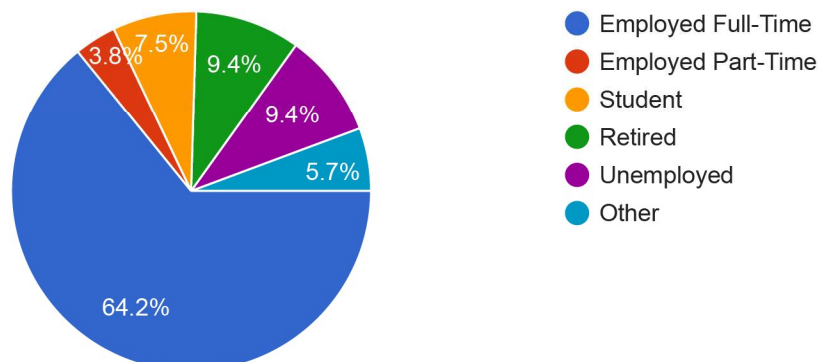
What age group do you belong to?



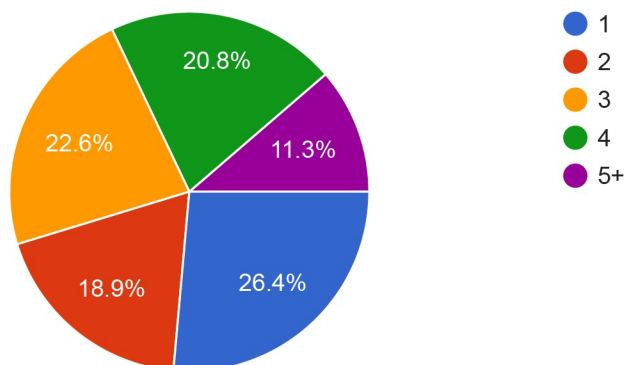
What city do you live in?



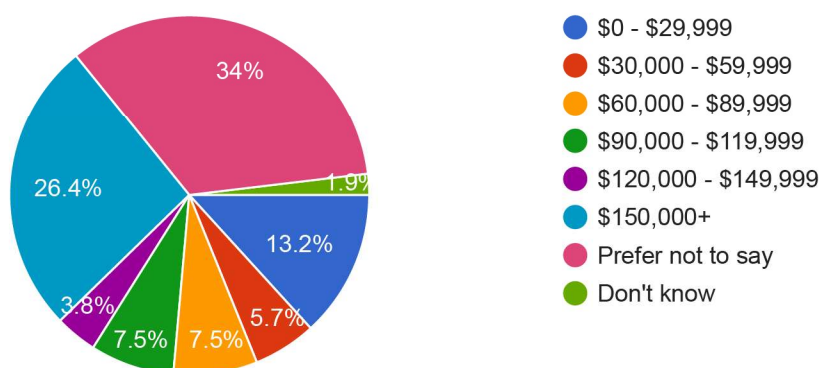
What is your current employment status?



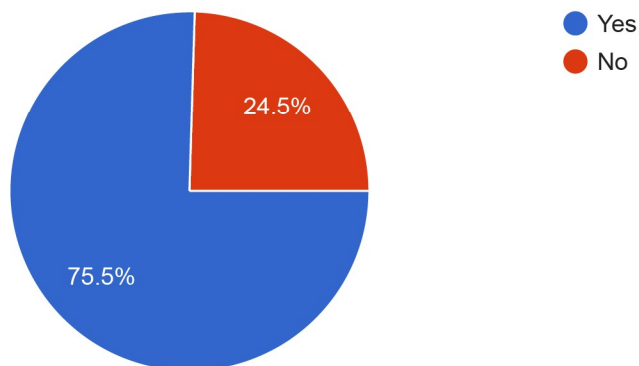
How many people live in your household?



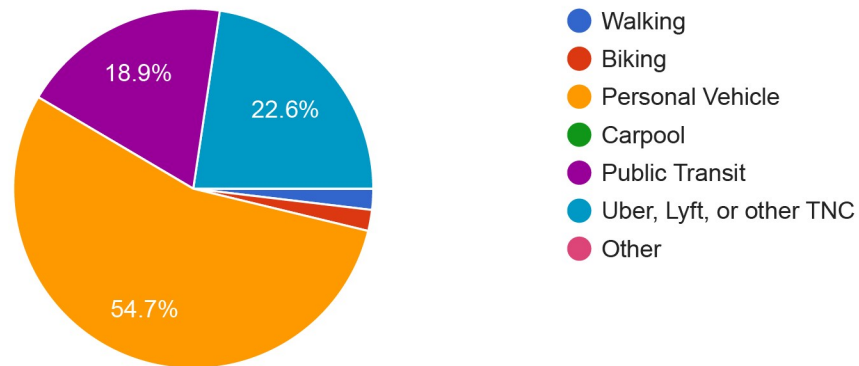
What is your annual household income?



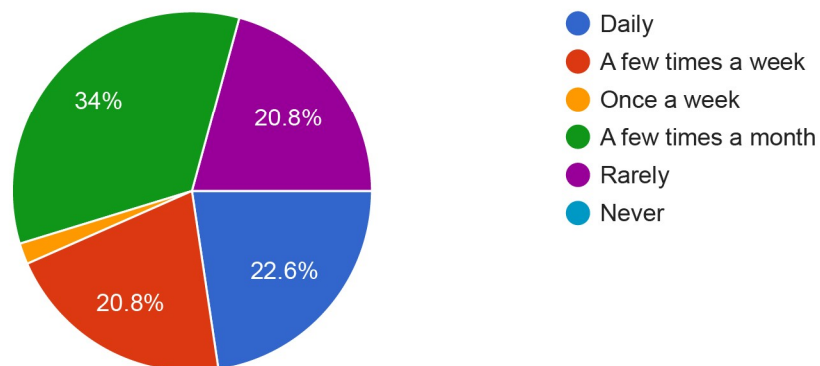
Do you have access to a car?



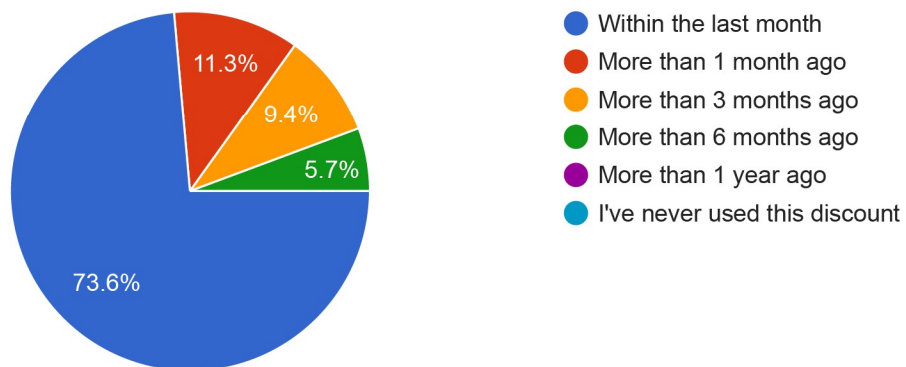
What is your primary mode of transportation?



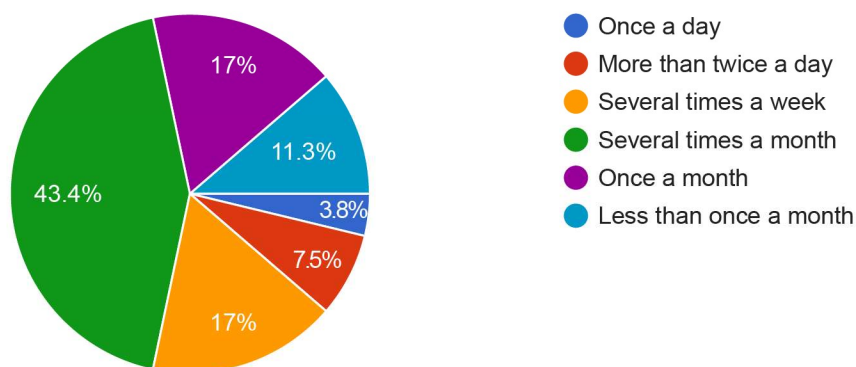
How often do you use public transportation in the Bay Area?



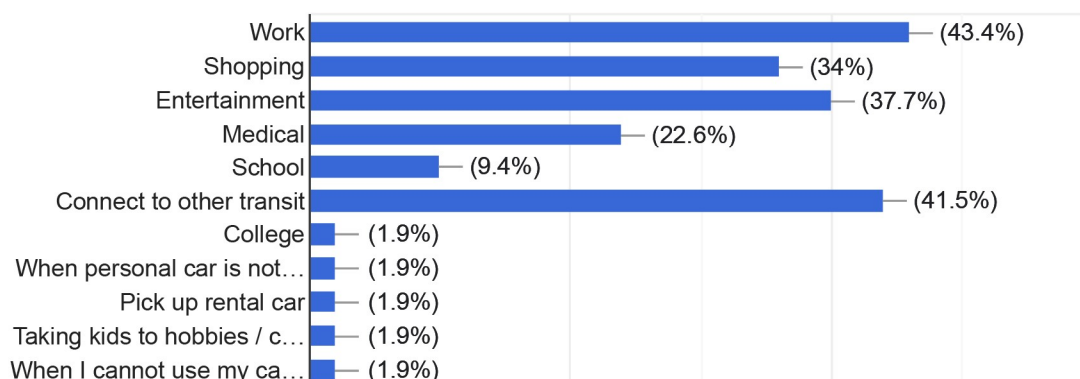
When was the last time you used the GOTRIVALLEY discount for a ride on Uber?



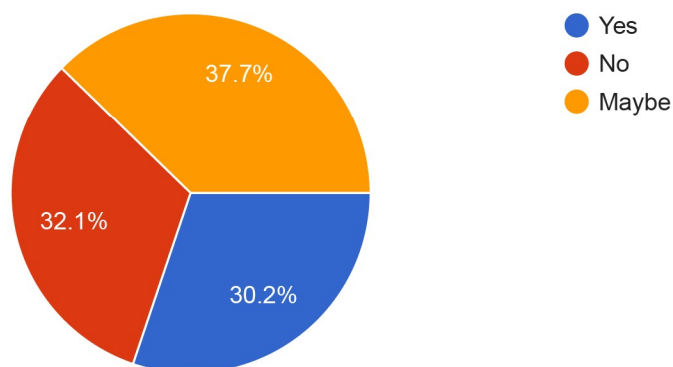
On average, how often do you use Uber or Lyft within the Tri-Valley?



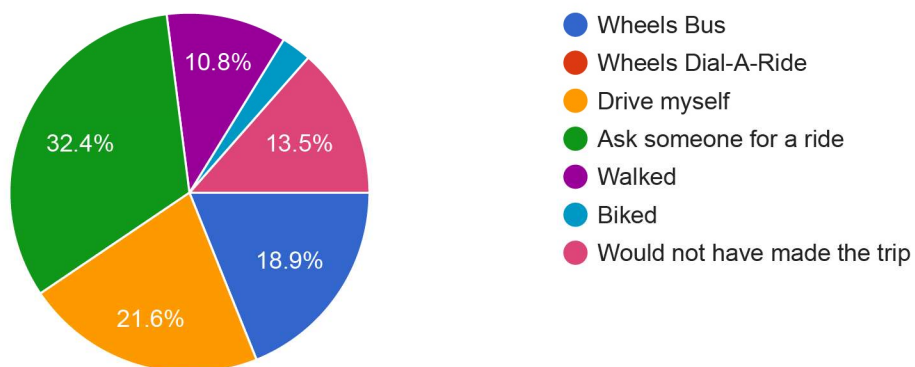
What is the purpose of the majority of your trips using the GOTRIVALLEY discount? (Check all that apply)



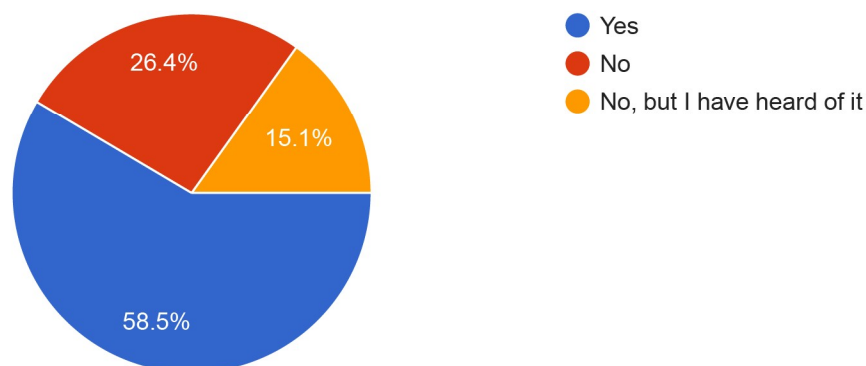
If the GOTRIVALLEY discount wasn't available, would you still have taken Uber or Lyft?



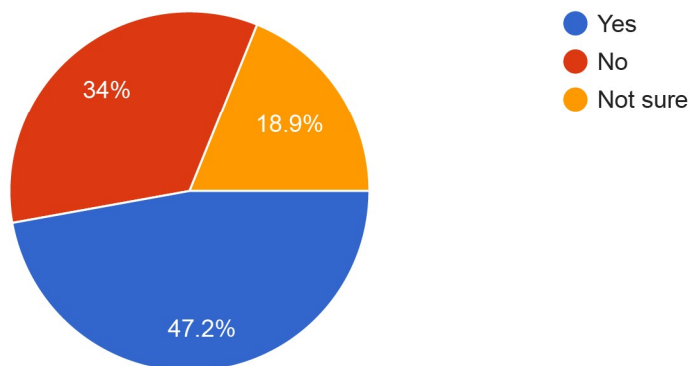
If the GOTRIVALLEY discount wasn't available, what alternative would you have used to travel?



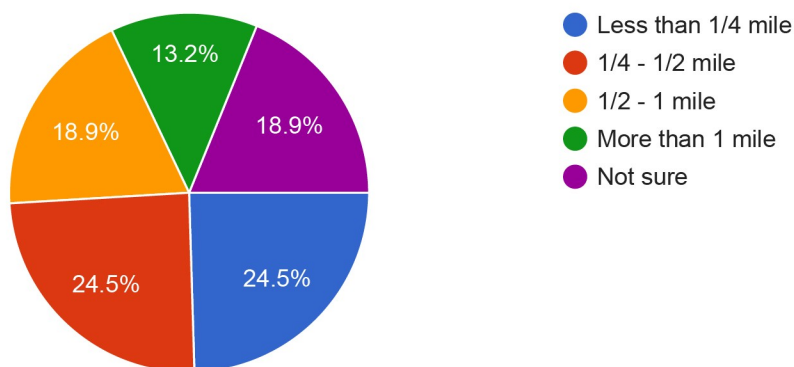
Have you used Wheels Bus before?



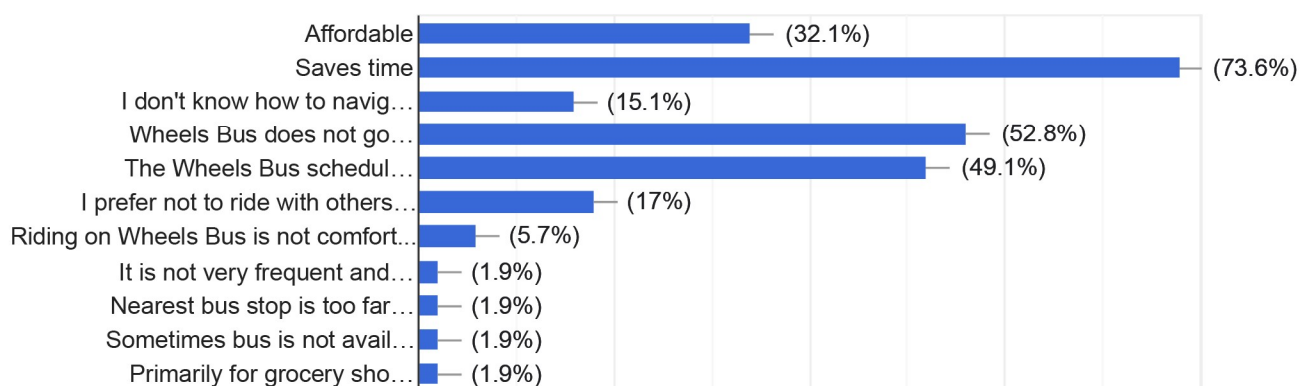
Are you aware of any Wheels bus routes that operate near where you usually begin your Go Tri-Valley trips?



Approximately how far is the nearest bus stop from where you usually begin your Go Tri-Valley trips?



What are the main reasons you would choose to use Uber or Lyft over Wheels Bus?



How did you first hear about Go Tri-Valley?

