CITY COUNCIL

AGENDA
MONDAY, JULY 14, 2025

REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:15 PM

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

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

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. CLOSED SESSION - 6:15 PM

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

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

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

1. Alameda County Taxpayers' Association Inc, et al. v. Livermore, Alameda County Superior Court Case No. 23CV047436

1.2 PUBLIC EMPLOYEE EMPLOYMENT: Public employee recruitment pursuant to Government Code section 54957(b).

Title of position to be filled: City Attorney.

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS - NONE

4. OPEN FORUM

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

5. CONSENT CALENDAR

Consent Calendar items are considered routine and are acted upon by the City Council with a

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

5.1 Approval of draft minutes - June 23, 2025 Regular Meeting.

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

Staff Report
Attachments:
1. DRAFT 2025-06-23

5.2 Resolution authorizing delegation of authority to the City Manager to award a construction contract, in an amount not-to-exceed $1,200,000, for the Stream Maintenance by Contractors Project, Project No. SD202523, for repairs at Holmes Street and the Arroyo Mocho.

Recommendation:
Staff recommends the City Council adopt a resolution for the construction of the Stream Maintenance by Contractors Project, Project No. SD202523:

1. Delegating authority to the City Manager to award a construction contract in a total amount not-to-exceed $1,200,000 in substantially similar form to the draft contract in Exhibit A of the resolution, subject to the City Attorney's approval to form of the final construction contract and Risk Management approval of insurance;
2. Delegating authority to the City Manager to execute any change orders or amendments which do not exceed the not-to-exceed amount;
3. Delegating authority to the City Manager to reject all other bids; and
4. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

Staff Report
Attachments:
1. Project Location
2. Resolution
3. Exhibit A - Draft Construction Contract

5.3 Resolution approving Final Tract Map 8714 Arroyo Vista, authorizing the execution of a Subdivision Improvement Agreement for the Arroyo Vista project located on the west side of the Arroyo Seco Channel along Las Positas Road, and accepting on behalf of the public, all real property offered for dedication within Final Tract Map 8714 except for certain dedications which the City Council reserves the right to accept at a future date.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Finding that the requirements of the California Environmental Quality Act have been satisfied;
2. Approving Final Tract Map 8714 for recording;
3. Approving and authorizing execution of the Subdivision Improvement Agreement for Tract 8714; and
4. Accepting, on behalf of the public, all real property offered for dedication within Final Tract Map 8714 in conformance with the terms of the offer, except for the following, which the Council rejects at this time, reserving the right to accept the offer at a future date: Public Utility Easement (PUE), Water Line Easement (WLE), and Sanitary Sewer Easement (SSE), Public Access Easement (PAE), Vilana Street, Marengo Loop, Las Positas Road and Arroyo Vista Street, and Emergency Vehicle Access Easement (EVAE).

Staff Report
Attachments:
1. Vicinity Map
2. Resolution
3. Exhibit A - Final Tract Map 8714
4. Exhibit B - Subdivision Improvement Agreement

5.4 Resolution authorizing minor modifications to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services

Recommendation:
Staff recommends the City Council authorize the City Manager to execute a resolution to authorize minor modifications to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services to add an approved composting site, clarify the scope of materials eligible for on-call single-family clean-up services, and include an additional Livermore Sanitation signatory.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Third Amendment to Franchise Agreement

5.5 Resolution authorizing the approval of K.J. Woods Construction, Inc.'s request to withdraw their bid proposal, authorizing supplemental appropriations to the Fiscal Year 2025-26 budget, and awarding a construction agreement to DPI, Inc., in the amount of $4,798,723, for the Sewer Replacement Project, WW202003.

Recommendation:
Staff recommends the City Council adopt a resolution for the Sewer Replacement Project WW202003:

1. Authorizing approval of K.J. Woods Construction, Inc. request to withdraw their bid

proposal;

2. Authorizing a supplemental appropriation of $250,875 from Wastewater Replacement Fund 622 to the FY 2025-26 budget for Sewer Replacement Project, WW202003;
3. Authorizing a supplemental appropriation of $83,625 from Wastewater Connections Fees Fund 623 to the FY 2025-26 budget for Sewer Replacement Project, WW202003;
4. Authorizing a supplemental appropriation of $15,500 from County Measure BB – Local Streets and Roads Fund 552 to the FY 2025-26 budget for Sewer Replacement Project, WW202003;
5. Awarding and authorizing execution of a construction agreement with DPI, Inc., in the amount of $4,798,723, for construction of the Sewer Replacement Project, WW202003 pursuant to Livermore Municipal Code section 2.68.58 (C);
6. Rejecting all other bids or proposals; and
7. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution including approving minor changes to the proposed agreement.

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

5.6 Resolution authorizing the execution of an agreement with Pencco, Inc. for the supply and delivery of ferric chloride for use at the Water Reclamation Plant in an amount not-to-exceed $210,600.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Pencco, Inc. for the supply and delivery of ferric chloride for use at the Water Reclamation Plant in an amount not-to-exceed $210,600.

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

5.7 Resolution authorizing execution of an agreement with Univar Solutions USA, LLC for the supply and delivery of sodium hypochlorite (12.5%) for use at the Water Reclamation Plant, in an amount no-to-exceed $705,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Univar Solutions USA, LLC for the supply and delivery of sodium hypochlorite (12.5%) for use at the Water Reclamation Plant, in an amount not-to-exceed $705,000.

Staff Report

Attachments:
1. Award Letter
2. Resolution
3. Exhibit A - Agreement

5.8 Resolution authorizing the execution of a two-year agreement with Interwest Consulting Group to provide planning services in an amount not-to-exceed $390,000.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Interwest Consulting Group to provide planning technical services for the period of July 10, 2025, through July 10, 2027, in an amount not-to-exceed $390,000.

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

5.9 Resolution approving the Memorandum of Understanding between the City of Livermore and the Livermore Management Group (LMG).

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the execution of the Memorandum of Understanding (MOU) between the City of Livermore and the Livermore Management Group (LMG) for the period of July 1, 2025, through June 30, 2029.

Staff Report
Attachments:
1. Memorandum of Understanding - Redlined
2. Resolution
3. Exhibit A - LMG MOU 2025 - 2029

5.10 Resolution approving the Memorandum of Understanding between the City of Livermore and the Livermore Police Management Association.

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the execution of the Memorandum of Understanding (MOU) between the City of Livermore and the Livermore Police Management Association for the period of July 1, 2025, through June 30, 2029.

Staff Report
Attachments:
1. Memorandum of Understanding - Redlined
2. Resolution
3. Exhibit A - Livermore PMA MOU 2025 - 2029

5.11 Resolution approving the City of Livermore Salary Plan as of July 14, 2025, in accordance with California Code of Regulations, Title 2, Section 570.5.

Recommendation:
Staff recommends the City Council adopt a resolution approving the City of Livermore Salary Plan as of July 14, 2025, in accordance with California Code of Regulations, Title 2, Section 570.5.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Salary Plan effective July 2025

5.12 Resolution approving the 2025-26 City of Livermore State and Federal Legislative Platform and updating the City's Legislative Platform to a two-year cycle.

Recommendation:
Staff recommends the City Council adopt a resolution approving the 2025-26 City of Livermore State and Federal Legislative Platform and updating the City's Legislative Platform to a two-year cycle.

Staff Report
Attachments:
1. Redlined 2025-26 City of Livermore State and Federal Legislative Platform
2. 2024 Tri-Valley Cities Legislative Framework
3. Resolution
4. Exhibit A - City of Livermore 2025-26 State and Federal Legislative Platform

5.13 Approval of the City Council 2026 Meeting Calendar.

Recommendation:
Staff recommends the City Council approve the 2026 Meeting Calendar. Staff is prepared to make adjustments if a Council Member identifies a scheduling or holiday conflict to ensure all members of the Council can participate in meetings.

Staff Report

6. PUBLIC HEARINGS

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

6.1 Public Hearing to consider protests related to the non-payment of solid waste, recycling, and organics handling services provided by Livermore Sanitation for collection on the County Assessor tax roll.

Recommendation:
Staff recommends the City Council hold a Public Hearing to:
1. Consider protests related to the non-payment of solid waste, recycling, and organics services;
2. Adopt a resolution overruling protests;

3. Confirm the Fiscal Year 2023-2024 assessments if applicable;
4. Direct staff to forward a finalized copy of the assessment report to the County Tax Assessor; and
5. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Property Assessment - Solid Waste and Recycling

6.2 Public Hearing to receive and consider the Comprehensive Housing Update to the Livermore Development Code and establishment of Mixed-Use and Multifamily Objective Design Standards (Development Code Amendment (DCA) 23-001 and Policy Proposal (POL) 25-001)

Recommendation:

The Planning Commission and staff recommend the City Council:

1. Adopt a resolution finding the project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061(b)(3) and Government Code Sections 65852.2, 65852.21, 65852.24, 65912.114 and 65912.124;
2. Adopt a resolution approving the Mixed-Use and Multifamily Objective Design Standards;
3. **Introduce an ordinance**, and waive the first reading, repealing Development Code housing sections 6.02.030 Density Bonus, 6.03.060 Emergency Shelters, 6.03.070 Farmworker Housing, 6.03.080 Mobile Homes and Mobile Home Parks, 6.03.120 Accessory Dwelling Units, and 10.06.050 Affordable Housing, and adopting a new “Part 11 Housing” chapter in the Development Code;
4. **Introduce an ordinance**, and waive the first reading, amending Development Code sections 9.07.020 Applicability, 9.07.030 (Table 9.3 Review Authority for Site Plan and Design Review), 9.07.040 Application Filing, Processing, and Review, of “Part 9 Permits and Approvals”, and sections 10.01.050 (Table 10.1 Subdivision Review Authorities), and 10.02.050 Tentative Map Public Hearing and Action of "Part 10 Subdivisions"; and
5. **Introduce an ordinance**, and waive the first reading, amending various Development Code sections for internal consistency with new “Part 11 Housing” and amendments to “Part 9 Permits and Approvals” and “Part 10 Subdivisions”.

Staff Report

Attachments:

1. Planning Commission Staff Report - June 3, 2025
2. Planning Commission Draft Meeting Minutes - June 3, 2025
3. Planning Commission Public Comments - June 3, 2025
4. Planning Commission Study Session Staff Report - May 6, 2025
5. Planning Commission Meeting Minutes - May 6, 2025
6. Resolution - CEQA
7. Exhibit A - Resolution No. 17-25
8. Resolution - MODS
9. Exhibit A - Resolution No. 18-25

10. Exhibit B - MODS
11. Ordinance - Part 11
12. Exhibit A - Resolution No. 19-25
13. Exhibit B - Part 11
14. Ordinance - Permit Streamlining
15. Exhibit A - Resolution No. 20-25
16. Exhibit B - Permit Streamlining
17. Ordinance - Internal Consistency
18. Exhibit A - Resolution No. 21-25
19. Exhibit B - Internal Consistency

6.3 Public Hearing to adopt a resolution authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement with Ava Community Energy and determining that the agreement is in the City's best interest.

Recommendation:
Staff recommends the City Council adopt two resolutions:

1. Determining the project is exempt from the California Environmental Quality Act (CEQA) because it is consistent with California Public Resources Code section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot, meeting certain characteristics, are exempt from CEQA; and.
2. Authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement between the City and Ava Community Energy in substantially the same form as the draft agreement, subject to the City Attorney's approvals as to form, pursuant to the California Government Code (sections 4217.10 through 4217.18), and determining pursuant to California Government Code section 4217.12 that the agreement is in the City's best interest because the anticipated energy costs will be less than the marginal cost the City would otherwise pay for the consumed energy, which savings will also offset any potential revenue from Ava to place its equipment on City facilities.

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

7. MATTERS FOR CONSIDERATION - NONE

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

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

9. ADJOURNMENT

To a Regular City Council meeting on Monday, July 28, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

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

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

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

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

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

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

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

eComments may be submitted by the public using the eComment link here. Comments may be up to 1000 characters in length and will be accepted up until 4:00 pm the day of the

meeting. These items will NOT be read into the record and are viewable by the City Council and the public upon submittal.

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org Comcast Cable 29

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

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

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

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

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

LIVERMORE
CALIFORNIA

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

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - June 23, 2025 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-06-23

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
JUNE 23, 2025

CLOSED SESSION

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

ROLL CALL – Present: Mayor John Marchand, Council Members Ben Barrientos, Steven Dunbar, and Kristie Wang.

Absent: Vice Mayor Evan Branning, excused.

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

Mayor Marchand opened the public comment period.

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

1. ADJOURN TO CLOSED SESSION

1.1 Conference with Labor Negotiators. To meet with the City's negotiators Tina Olson, Administrative Services Director, Kristen Hilton, Human Resources Manager, and Tim Davis, a partner with the law firm Burke, Williams & Sorensen pursuant to Government Code section 54957.6, regarding negotiations with the International Association of Fire Fighters, Local 1974, Fire Employees Unit, AFL-CIO-CLC.

1.2 Conference with Labor Negotiators. To meet with the City's negotiators Tina Olson, Administrative Services Director, Kristen Hilton, Human Resources Manager, and Tim Davis, a partner with the law firm Burke, Williams & Sorensen pursuant to Government Code section 54957.6, regarding negotiations with the International Association of Fire Fighters, Local 1974, Battalion Chief's Unit, AFL-CIO-CLC.

REGULAR MEETING

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

ROLL CALL – Present: Mayor John Marchand, Council Members Ben Barrientos,

Steven Dunbar, and Kristie Wang.

Absent: Vice Mayor Evan Branning, excused

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Jason Alcala stated there was no reportable action.

Mayor Marchand re-ordered the agenda and moved Item 5.9 after Item 6.1

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring June 2025 as Pride Month, presented to Brittni Kiick, Chair for Livermore Pride.

Mayor Marchand presented a proclamation to Brittni Kiick, former Council Member and Chair for Livermore Pride, declaring June 2025 as Pride Month.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Manav Patel, provided a comment.

Benjamin Steyaert, provided a comment.

Cy Matin, provided a comment.

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

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER WANG AND CARRIED ON A 4-0 VOTE WITH VICE MAYOR BRANNING ABSENT, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR WITH THE EXCEPTION OF 5.9.

5.1 Approval of draft minutes - June 9, 2025 Regular Meeting.

5.2 Adoption of Ordinance 2175 amending portions of Livermore Municipal Code Chapter 13.36 Sewer Service and Use Charges Sections 13.36.030 Definitions, 13.36.060 Residential customers, and 13.36.090 Industrial and miscellaneous customers.

5.3 Resolution 2025-093 authorizing execution of a two-year grant agreement with i-GATE Development Corporation for entrepreneurial support and development activities for Fiscal Years 2025-26 and 2026-27 in an amount not-to-exceed $300,000 each fiscal year.

5.4 Resolution 2025-094 authorizing a purchase order to Baker & Taylor Books for purchases of library books and related materials in FY 2025-26, in an amount not-to-exceed $240,000.

5.5 Resolution 2025-095 establishing the Appropriations Limit consistent with State law for FY 2025-26.

5.6 Resolution 2025-096 authorizing the execution of Project and Program Grant Agreements with East Bay Musical Society, Livermore Filipino American Organization, Pacific Chamber Orchestra, and SPARC Theater consistent with the City's Public Art Policy.

5.7 Resolution 2025-097 authorizing the execution of an agreement with HDR Engineering, Inc. for Geographic Information System (GIS) Strategic Plan implementation and GIS services for three years in an amount not-to-exceed $399,773.

5.8 Resolution 2025-098 approving the updated Investment Policy and the annual delegation of investment authority to the City Treasurer.

6. PUBLIC HEARINGS

6.1 Hearing to consider a resolution approving the FY 2025-29 Consolidated Plan, the FY 202526 Annual Action Plan, and the Citizen Participation Plan; authorizing submittal to the U.S. Department of Housing and Urban Development; and authorizing execution of associated documents.

Recommendation: The Human Services Commission and staff recommended the City Council:

1. Approve the FY 2025-29 Consolidated Plan and the FY 2025-26 Annual Action Plan, attached hereto as Exhibit A, and authorizes submission of the Consolidated Plan and Action Plan to Alameda County for inclusion with the Alameda County HOME Consortium report for submittal to HUD;

2. Approve the Citizen Participation Plan, attached hereto as Exhibit B, and authorizes submission of the Citizen Participation Plan to Alameda County for inclusion with the Alameda County HOME Consortium report for submittal to HUD;

3. Authorize the City Manager, or her designee, to negotiate and execute all documentation and agreements with HUD and any subgrantees that are necessary and appropriate to effectuate the FY 2025-29 Consolidated Plan and FY 2025-26

Annual Action Plan, including, without limitation, the FY 2025-26 Entitlement Certifications, attached hereto as Exhibit C; and

4. Authorize the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the FY 2025-29 Consolidated Plan, FY 2025-26 Annual Action Plan, and the Citizen Participation Plan.

Amy Walker, Management Analyst I, presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers, and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY COUNCIL MEMBER WANG AND CARRIED ON A 4-0 VOTE WITH VICE MAYOR BRANNING ABSENT, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2025-099 approving the FY 2025-2029 Consolidated Plan, the FY2025-26 Annual Action Plan, and the Citizen Participation Plan; authorizing submittal to the U.S. Department of Housing and Urban Development; and authorizing execution of associated documents.

5.9 Resolution authorizing the allocation and appropriation of Community Development Block Grant and Home Investment Partnership Grant Funds in the total amount of $1,041,020 for Fiscal Years 2025-27 and authorizing the execution of documents required to receive, use, and distribute funds.

Mayor Marchand opened the public comment period.

Marti Sutton, provided a comment.

Lara Calvert, provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER WANG, SECONDED BY COUNCIL MEMBER DUNBAR, AND CARRIED ON A 4-0 VOTE, WITIH VICE MAYOR BRANNING ABSENT, THE CITY COUNCIL APPROVED ITEM 5.9 AND ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2025-100 authorizing the allocation and appropriation of Community Development Block Grant and Home Investment Partnership Grant Funds in the total amount of $1,041,020 for Fiscal Years 2025-27 and authorizing the execution of documents required to receive, use, and distribute funds.

6.2 Public hearing for the confirmation of the levy of assessments for the City's Landscape Maintenance Districts for FY 2025-26.

Recommendation: Staff recommended the City Council:

1. Conduct a public hearing for the confirmation of the annual levy of assessments for the City's Landscape Maintenance Districts for FY 2025-26; and

2. Adopt a resolution confirming the annual levy of assessments for the City's Landscape Maintenance Districts and directing actions with respect thereto for FY 2025-26.

Marisa Gan, Management Analyst II, presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY COUNCIL MEMBER DUNBAR, AND CARRIED ON A 4-0 VOTE WITH VICE MAYOR BRANNING ABSENT, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2025-101 confirming the annual levy of assessments for landscape maintenance districts for fiscal year 2025-2026 and directing actions with respect thereto

6.3 Hearing to receive and consider all evidence and reports regarding the adoption of a Master Fee Schedule.

Recommendation: Staff recommended the City Council adopt a resolution adopting the City's Master Fee Schedule, incorporating certain fee changes and superseding resolution 2024-105.

Erik Peterson, Finance Manager, presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BARRIENTOS AND CARRIED ON A 4-0 VOTE WITH VICE MAYOR BRANNING ABSENT, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2025-102 adopting the Master Fee Schedule incorporating certain fee changes for services provided and superseding Resolution 2024-105

7. MATTERS FOR CONSIDERATION

7.1 Appointment of Council Members to the City Council Subcommittee on Advisory Bodies for the period of July 1, 2025 - December 31, 2025

Recommendation: Staff recommended the Mayor appoint two Council Members to serve on the City Council Subcommittee on Advisory Bodies for the period of July 1, 2025 - December 31, 2025, with the City Council's approval.

Mayor Marchand opened the public comment period.

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

Mayor Marchand recommended Vice Mayor Branning and Council Member Wang be appointed to the Subcommittee on Advisory Bodies for the period of July 1, 2025 - December 31, 2025

ON THE MOTION OF MAYOR MARCHAND, SECONDED BY COUNCIL MEMBER DUNBAR AND CARRIED ON A 4-0 VOTE WITH VICE MAYOR BRANNING ABSENT, THE CITY COUNCIL APPOINTED VICE MAYOR BRANNING AND COUNCIL MEMBER WANG TO THE SUBCOMMITTEE ON ADVISORY BODIES FOR THE PERIOD JULY 1, 2025 TO DECEMBER 31, 2025.

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

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

City of Dublin Council Member Barrientos noted his attendance at the June 19, 2025 Juneteenth Celebration.

City of Livermore Council Member Barrientos noted his attendance at the June 23, 2025 Livermore Teen Academy graduation.

Interfaith Housing Council Member Dunbar noted his attendance at the Pacific Avenue Senior Apartments groundbreaking on June 13, 2025.

9. ADJOURNMENT – at 7:50 pm to a Regular City Council Meeting on Monday, July 14, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____

JOHN P. MARCHAND, MAYOR

ATTEST: _____

DEBORAH L. ELAM, CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing delegation of authority to the City Manager to award a construction contract, in an amount not-to-exceed $1,200,000, for the Stream Maintenance by Contractors Project, Project No. SD202523, for repairs at Holmes Street and the Arroyo Mocho.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution for the construction of the Stream Maintenance by Contractors Project, Project No. SD202523:

1. Delegating authority to the City Manager to award a construction contract in a total amount not-to-exceed $1,200,000 in substantially similar form to the draft contract in Exhibit A of the resolution, subject to the City Attorney's approval to form of the final construction contract and Risk Management approval of insurance;
2. Delegating authority to the City Manager to execute any change orders or amendments which do not exceed the not-to-exceed amount;
3. Delegating authority to the City Manager to reject all other bids; and
4. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

SUMMARY

The Stream Maintenance by Contractors, Project No. SD202523, aims to stabilize the bank and remove sediment and debris within the Arroyo Mocho channel by Holmes Street to address flood concerns. The site location is shown in Attachment 1 – Project Location.

Winter storm events during recent years have caused significant impacts to the Arroyo Mocho near Holmes Street Bridge. At the north bank downstream of the bridge, there is a failed embankment that could expose an existing 60” city-owned storm drainpipe and pose a threat to the health and safety of residents utilizing the trail at the top of the bank. Additionally, a significant amount of sediment has accumulated underneath the bridge, which reduces the stream’s capacity for transporting stormwater

and may pose a flood risk to the public health and safety of the residents if the repair is not completed.

These maintenance activities were submitted to the regulatory agencies for permitting under the Stream Maintenance Program (SMP) and permits are expected to be issued in August 2025. Regulatory agencies require work in the creek to be completed by October 15th on an annual basis. The project was advertised for public bidding on June 6, 2025 with a bid opening date on July 3, 2025. Because the City has not historically held City Council meetings in August, staff recommends that the City Manager be authorized to sign a construction contract up to $1,200,000 so these critical repairs can start in August and be completed by the middle of October.

DISCUSSION

The Stream Maintenance by Contractors, Project No. SD202523, consists of two parts: riprap placement, and sediment and debris removal. Riprap placement involves excavation of native material and installation of ½ ton riprap with filter fabric at the north downstream bank to provide embankment protection. The riprap provides stabilization to keep the embankment in place and also works as erosion control to shield the underlying soil from the stormwater flow. Additionally, sediment and debris will be removed and off hauled to a specified site to restore the stormwater channel capacity before the next winter storms. If the channel isn't restored, stormwater may fail to flow properly, increasing the risk of flooding and endangering residents' health and safety. Other project activities include implementation of temporary construction fencing, temporary staging and stockpiling areas, temporary detour signages, and temporary erosion control measures.

The SMP consists of annual projects to help monitor and maintain creeks and flood control channels. This program streamlines environmental permitting, which generally can take six months or longer for individual permits depending on the size and scope of the work. The typical SMP schedule includes project planning in winter, submission of proposed maintenance activities to the regulatory agencies for permitting in spring, and permits are expected to be issued in August. This project was advertised on June 6, 2025, and award of the construction contract is contingent upon regulatory permit approval. Regulatory agencies require work in the creek to be completed by October 15th on an annual basis. The narrow timeframe between bid opening on July 6, 2025, regulatory permit approval in August, and the October 15th work restriction limits the construction window for work in the creek. Because the City has not historically held City Council meetings in August, staff recommends the City Manager be authorized to sign a construction contract up to $1,200,000 so these critical repairs can be started in August. Repairing the Holmes Street site will restore creek flows and safety of the community before the next winter storms to mitigate flooding.

FISCAL AND ADMINISTRATIVE IMPACTS

The budget for the Stream Maintenance by Contractors, Project No. SD202523, is included in the 2025-2030 Capital Improvement Plan, which was adopted by Council on June 9, 2025. This budget covers the cost of this construction contract and all other project costs including design, change orders, permits, construction support services, and project management. The project is funded as shown on the table below. No additional budget appropriations are required.

Stream Maintenance by Contractors, Project No. SD202523

Fund No.	Fund Name	FY 2025-26

101	CIP Reserves - Storm	1,300,000
	Total	1,300,000

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

1. Project Location
2. Resolution
3. Exhibit A - Draft Construction Contract

Prepared by: Leo Sum
Assistant Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

ATTACHMENT 1

Project Location - Stream Maintenance by Contractors, SD202523

Notes:

Stream Maintenance by Contractors, Project No. SD202523

333.3 0 166.67 333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_

Livermore IT, GIS Services

Scale: 1: 2,000

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

Prepared:

6/10/2025 2:37:06 PM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING DELEGATION OF AUTHORITY TO THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT IN AN AMOUNT NOT-TO-EXCEED $1,200,000 FOR THE STREAM MAINTENANCE BY CONTRACTORS PROJECT, PROJECT NO. SD202523 FOR REPAIRS AT HOLMES STREET AND THE ARROYO MOCHO

(Stream Maintenance by Contractors, Project No. SD202523)

Winter storm events during recent years have caused significant impacts to the Arroyo Mocho near Holmes Street Bridge. At the north bank downstream of the bridge, there is a failed embankment that could expose an existing 60” city-owned storm drain pipe and pose a threat to the health and safety of residents utilizing the trail. Additionally, a significant amount of sediment has accumulated underneath the bridge, which reduces the stream’s capacity for transporting stormwater and may pose a flood risk to the public health and safety of the residents if the repair is not completed.

The Stream Maintenance by Contractors, Project No. SD202523, aims to stabilize the bank and remove sediment and debris within the Arroyo Mocho channel by Holmes Street to address these flood concerns.

These maintenance activities were submitted to the regulatory agencies for permitting under the Stream Maintenance Program and permits are expected in August 2025. Regulatory agencies require work in the creek to be completed by October 15. Because the City has not historically held City Council meetings in August, staff recommends that the City Manager be authorized to sign a construction contract up to $1,200,000 so these critical repairs can start in August and be completed by the middle of October.

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

1. Authorizes the City Manager to execute a construction contract in a total amount not-to-exceed $1,200,000 for the Stream Maintenance by Contractors Project SD202523 attached as Exhibit A and incorporated by this reference.

2. Delegates authority to the City Manager to execute any change orders or amendments which do not exceed the not-to-exceed amount;

3. Delegates authority to the City Manager to reject all other bids; and

4. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Draft Construction Contract

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Livermore, a California Municipal Corporation ("City") and {Name of Contractor}, {a/an} {list contractor's state of registration here} {identify type of entity here} eg: a California corporation("Contractor") for work on the Stream Maintenance by Contractors, City Project No. SD202523 ("Project").

The Parties Agree as Follows:

1. Award of Contract.

In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20___, as part of Resolution No. _____, City authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. Contract Documents.

This Contract consists of all of the written representations and submissions made by Contractor as part of the Bid process and the following numbered and un-numbered component documents, as detailed on the table of contents of this Agreement:

a. Bidding requirements (consisting of the Notice Inviting Bids; Instructions to Bidders; Bid Proposal; Bid Schedule, Subcontractor List, Noncollusion Declaration, Bid Bond, Bidder's Questionnaire, Payment Bond, Performance Bond, Warranty Bond);

b. General Conditions;

c. Special Conditions;

d. Division One Technical Specifications;

e. Appendix;

f. Index of Defined Terms;

g. Project Drawings and Specifications;

h. Bid Addenda, if any;

i. Change Orders, if any;

j. ALB Notice;

k. Notice to Proceed;

l. City Standard Specifications and Details;

m. And the following:

3. Contractor's Obligations.

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. Payment.

As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor _____ Dollars ($_____) (the "**Contract Price**"), in accordance with the payment provisions in the General Conditions.

5. Time for Completion.

5.1. Substantial Completion

Contractor must achieve Substantial Completion, as that term is defined in the General Conditions, of the Project Work within 25 Working Days from the commencement date stated in the Notice to Proceed. ("**Substantial Completion Deadline**."). For this project, the Contractor shall also incorporate 2 of average anticipated inclement Weather Days into their bid estimate. Contractor shall be solely responsible for the extended overhead and profit for these weather days and shall not be compensated by the City in any way, reference Section 10.3 of the General Conditions and Section 013200-4.3 Contract Schedules for additional weather day information.

Contractor must complete all work within the creek banks as shown on the Project Drawings as well as other provisions contained in the Contract Documents prior to October 15, 2025 per the Regional Water Quality Control Board requirement that prohibits the City from undertaking creek work after this date.

5.2. Final Completion

Contractor must achieve Final Completion, as that term is defined in the General Conditions, of the Project Work within 10 Working Days after the date of substantial completion. ("**Final Completion Deadline**.")

5.3. Early Completion.

By signing below, Contractor expressly waives any claim for delayed early completion.

6. Liquidated Damages.

If Contractor fails to meet either the Substantial Completion Deadline or the Final Completion Deadline, City may assess liquidated damages according to the provisions in the General Conditions of the Contract Documents in the following amounts for each day of Unexcused Delay, and the Contract Price shall be reduced accordingly.

6.1. Substantial Completion Deadline: Five Thousand Dollars ($5000) per day.

6.2. Final Completion Deadline: Five Hundred Dollars ($500) per day.

7. Labor Code Compliance.

This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

7.1. Prevailing Wages.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. The general prevailing wage rates for each craft, classification or type of covered work are available online at http://www.dir.ca.gov/DLSR.

7.2. DIR Registration.

City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code, Section 1725.5, subject to limited legal exceptions allowed by the Labor Code.

8. Workers' Compensation Certification.

Under Labor Code, Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code, Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

The successful bidder previous to the entering of the contract to do the said work shall take out and maintain in full force and effect worker's compensation insurance with an insurance carrier authorized to transact business in the State of California, covering the bidder's full liability for compensation to any persons employed who may be injured in the carrying out of said contract or the dependents thereof. Evidence of such worker's compensation insurance shall be furnished to the City of Livermore by certificate and waiver of subrogation in the City's electronic insurance certificate tracking system (PINS)

prior to the commencement of the work and said certificate shall contain a provision that the coverage thereunder will not be canceled until at least thirty (30) days prior written notice has been given to the City.

9. Notice.

Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	City	Contractor
Name	Joel Waxdeck	
Address	1052 South Livermore Avenue	
City/state/zip	Livermore, CA 94550	
Phone	(925) 960 – 4521	
Fax	(925) 960 – 4505	
Attention	City Engineer	
Email	jhwaxdeck@LivermoreCA.gov	
Copy to	lysum@livermoreca.gov	

10. General Provisions.

The following items are repeated here as stated as part of Part 2, General Conditions, for emphasis:

10.1. Assignment and Successors.

Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns. A consolidation or merger of Contractor or a change in ownership of 25% or more of Contractor's capital stock constitutes an assignment by Contractor requiring the City's written consent.

10.2. Third Party Beneficiaries.

There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

10.3. Governing Law and Venue.

This Contract will be governed by California law and venue will be in the Superior Court of the County in which the Project is located, and no other place.

10.4. Amendment.

No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

10.5. Integration; Severability.

This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

11. Authorization.

Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required under California Corporation Code, Section 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY	CONTRACTOR
City of Livermore, a California Municipal Corporation	_____
s/_____	s/_____
Marianna A. Burch, City Manager	Name/Title [print]
Date: _____	Date: _____
Approved as to form:	s/_____
	Name/Title [print]
_____	
Assistant/Senior Assistant/City Attorney	Date: _____
	_____
	Contractor's Calif. License Number(s)
	Seal:

	_____ Expiration Date(s)

END OF DOCUMENT

LIVERMORE
CALIFORNIA

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

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving Final Tract Map 8714 Arroyo Vista, authorizing the execution of a Subdivision Improvement Agreement for the Arroyo Vista project located on the west side of the Arroyo Seco Channel along Las Positas Road, and accepting on behalf of the public, all real property offered for dedication within Final Tract Map 8714 except for certain dedications which the City Council reserves the right to accept at a future date.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Finding that the requirements of the California Environmental Quality Act have been satisfied;
2. Approving Final Tract Map 8714 for recording;
3. Approving and authorizing execution of the Subdivision Improvement Agreement for Tract 8714; and
4. Accepting, on behalf of the public, all real property offered for dedication within Final Tract Map 8714 in conformance with the terms of the offer, except for the following, which the Council rejects at this time, reserving the right to accept the offer at a future date: Public Utility Easement (PUE), Water Line Easement (WLE), and Sanitary Sewer Easement (SSE), Public Access Easement (PAE), Vilana Street, Marengo Loop, Las Positas Road and Arroyo Vista Street, and Emergency Vehicle Access Easement (EVAE).

SUMMARY

TH Arroyo Vista LLC, (Developer) has completed a Final Tract Map and Subdivision Improvement Agreement in conformance with the conditions of approval for Vesting Tentative Tract Map 8379. Tract Map 8714 is a remapping of Tract 8379 that was approved by City Council on February 12, 2024. Tract Map 8714 consists of 86 single family homes and 109 townhome units and is located on the west side of the Arroyo Seco Channel along Las Positas Road. The proposed Subdivision Improvement Agreement for Tract 8714 supersedes the original Subdivision Improvement Agreement for Tract 8379. Public improvements include public sewer, water, lighting, multi-use trail, streets, sidewalks, buffered bike lanes, and new traffic signals at the intersection of Las Positas Road and Arroyo Vista as well as at Las Positas Road and Contractors Street. Private improvements include private streets, sidewalks, storm

drain, open space, bio-retention basins, and lighting. Final Tract Map 8714 can now be approved. All real property offered for dedication on Final Tract Map 8714 can be accepted at this time except for the following: Public Utility Easement (PUE), Public Water Line Easement (WLE), and Sanitary Sewer Easement (SSE), Public Access Easement (PAE), Vilana Street, Marengo Loop, Las Positas Road and Arroyo Vista Street , and Emergency Vehicle Access Easement (EVAE), reserving the right to accept the offers at a future date.

DISCUSSION

On July 24, 2017, the City Council approved Vesting Tentative Tract Map 8379 (SUB16-010) and the conditions of approval for the Arroyo Vista development, consisting of 435 residential units in two phased maps as shown in the Vicinity Map (Attachment 1). The first phase of the tentative map, Tract 8379, consists of 86 single family homes and 109 townhome units, and is located on the west side of the Arroyo Seco Channel along Las Positas Road. The second phase of the tentative map Tract 8689 consists of 108 duet flats homes and 132 townhome units and is located on the east side of the Arroyo Seco Channel along Las Positas Road. City Council approved final Tract Map 8379 on February 12, 2024, and Tract Map 8689 on September 9, 2024.

Following City Council approval of Tract 8379, the Developer requested architectural modifications, including an increase in building height from two to three stories for all single family detached homes. The increased height also required that the private alleys where these houses are located be widened to accommodate increased space needed for the Fire Department access. This necessitated a remapping of these alleys with a new final tract map.

On July 16, 2024, the Planning Commission amended the previous entitlements approved with Specific Plan Amendment (SPPA) 24-002, Planned Development (PD) 24-001, Site Plan Design Review Modification (SPDRM) 24-002, and Development Agreement Amendment (DAA) 24-001, to accommodate these requested changes to the project.

On September 23, 2024, the City Council approved an ordinance approving Development Agreement Amendment (DAA) 24-001 with TH Arroyo Vista LLC, approving the requested changes for the Arroyo Vista neighborhood project.

The Developer has prepared new Final Tract Map 8714 in accordance with the amended conditions of approval for the project that will remap Final Tract Map 8379. Staff has found the Final Tract Map 8714 and improvement plans to be in substantial conformance with the amended conditions of approval for Vesting Tentative Tract Map 8379. The improvement plans have been approved and are on file with the City Engineer.

The proposed Subdivision Improvement Agreement for Tract 8714 supersedes the original Subdivision Improvement Agreement for Tract 8379 and will secure the construction of the public and private improvements. The Developer is responsible for funding and constructing the public and private improvements required for this development. Public improvements include public sewer, water, lighting, landscaping, a public trail along the Arroyo Seco Channel, buffered bike lanes, new public streets, and new traffic signals. The Developer has provided the required insurance and bonds securing the construction of improvements per the provisions of the Subdivision Improvement Agreement. The bonds are on file in the City Clerk's office. The bonds will be released once the public improvements have been completed and accepted by the City.

There are private infrastructure improvements, including private streets, sidewalks, storm drains, bio-retention basins, utilities, and lighting which will be privately maintained through the Homeowners Association for the project.

Final Parcel Map 8714 includes an offer of dedication for public utilities, an emergency vehicle access easement, and a public access easement. Staff recommends the Council reject the Public Utility Easement (PUE), Water Line Easement (WLE), and Sanitary Sewer Easement (SSE), the Emergency Vehicle Access Easement (EVAE), Public Access Easement (PAE), Vilana Street, Marengo Loop, Las Positas Road and Arroyo Vista Street reserving the right to accept the offers at a future date, after these public improvements have been completed.

FISCAL AND ADMINISTRATIVE IMPACTS

The estimated annual cost for maintenance of public infrastructure, including curb, gutter, sidewalk, paving, traffic signals, streetlights, sewer and water is $81,000. $13,000 of this cost is funded by Sewer (Fund 230), and $34,000 of this cost is funded by Water (Fund 250). The remaining $34,000 is funded by the General Fund (Fund 100) and other use taxes, which is partially derived from increased property taxes generated from the new development.

Funding for other public infrastructure maintenance cost not covered by user fees is provided by the Community Facilities District No. 2023-2 (Arroyo Vista Maintenance & Services) which will be collected from the property owners. Community Facilities District 2023-2 (Arroyo Vista Maintenance and Services) was formed by City Council on January 22, 2024, to fund the maintenance of the Arroyo Seco Trail between Las Positas Road and Arroyo Vista Street and public landscaping along Las Positas Road and Arroyo Vista Street. These annual maintenance costs include the Arroyo Seco Trail for $5,400 and the public landscape, drainage, and sidewalk along Las Positas Road and Arroyo Vista Street for $90,300.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

1. Vicinity Map
2. Resolution
3. Exhibit A - Final Tract Map 8714
4. Exhibit B - Subdivision Improvement Agreement

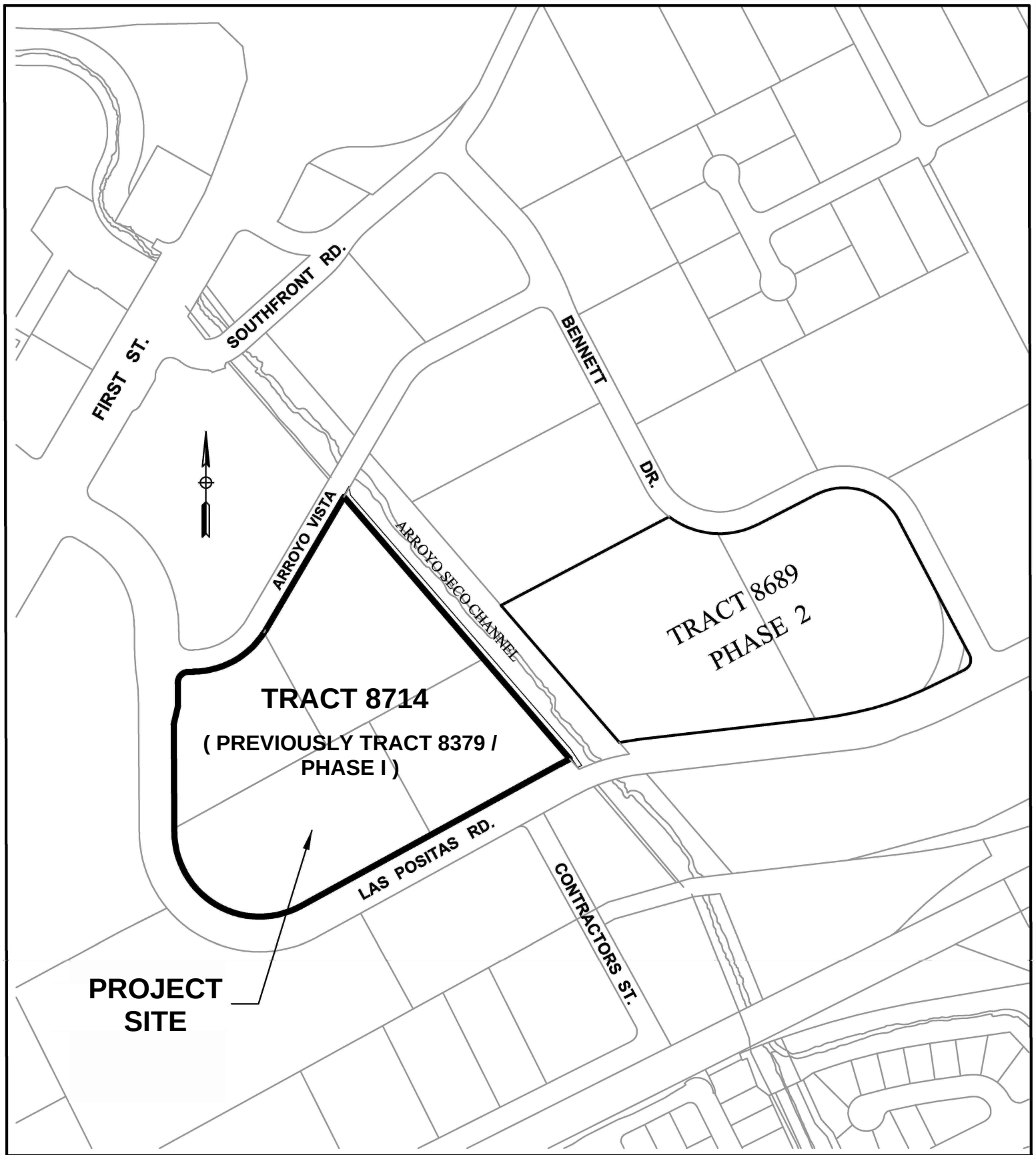
Prepared by: Nidhi Thanki
Assistant Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



CITY OF LIVERMORE CALIFORNIA

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

ATTACHMENT 1

VICINITY MAP - TRACT 8714

Sheet 1
Of 1
Scale: NONE

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING FINAL TRACT MAP 8714, AUTHORIZING EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE ARROYO VISTA PROJECT LOCATED ON THE WEST SIDE OF THE ARROYO SECO CHANNEL ALONG LAS POSITAS ROAD, AND ACCEPTING ON BEHALF OF THE PUBLIC ALL REAL PROPERTY OFFERED FOR DEDICATION WITHIN FINAL TRACT MAP 8714 EXCEPT FOR CERTAIN EASEMENTS WHICH THE CITY COUNCIL RESERVES THE RIGHT TO ACCEPT AT A FUTURE DATE

(FINAL TRACT MAP 8714 – ARROYO VISTA PROJECT)

On July 24, 2017, the City Council adopted Resolution No. 2017-136, which, among other things, approved Vesting Tentative Tract Map ("VTTM") 8379 (SUB16-010), consisting of Tract 8379 (Phase 1) and Tract 8689 (Phase 2), subject to conditions of approval, for the Arroyo Vista Project located at the southeast corner of the Arroyo Vista and Las Positas Road intersection ("the Project"). On February 12, 2024 and September 9, 2024, the City Council adopted Resolution Nos. 2024-017 and 2024-154 approving Final Tract Maps 8379 and 8689, respectively.

On January 25, 2024, the City received an application to modify a portion of the Project to, among other things, increase the allowable height of the eighty-six for-sale single-family residential homes from two to three stories. The modifications to the Project require associated revisions to Final Tract Map 8379, including, without limitation, the widening of certain private alleys to allow for emergency vehicle access. The modifications to the Project were considered by the City Council on September 9, 2024.

To reflect the required changes to Tract Map 8379, and in accordance with the amended conditions of approval for the Project, TH Arroyo Vista LLC ("Developer") has presented a new proposed final map, Final Tract Map 8714, situated in the City of Livermore, County of Alameda, a copy of which is attached hereto as Exhibit A, in accordance with the provisions of the California Subdivision Map Act ("Act") and the Livermore Development Code. The Developer has also presented a new Subdivision Improvement Agreement, a copy of which is attached hereto as Exhibit B, providing for the improvements required as a condition of approval of Final Tract Map 8714. Final Tract Map 8714 will supersede Final Tract Map 8379, and the proposed Subdivision Improvement Agreement is intended to supersede and replace, but in no way limit the protections afforded to the City under, the original Subdivision Improvement Agreement associated with Tract 8379.

The City Engineer reviewed Final Tract Map 8714 and certified it as required by the Act and the Development Code. Additionally, the City Engineer reviewed and approved the staff report concerning Final Tract Map 8714 and the associated Subdivision Improvement Agreement, which recommends approval. The City Attorney has reviewed the surety provided by Developer to secure performance of the Subdivision Improvement Agreement as required by California and City law.

On July 2, 2007, the City Council adopted Resolution No. 2007-131, certifying an Initial Study and Mitigated Negative Declaration ("IS/MND") for the Arroyo Vista Neighborhood Plan, pursuant to the requirements of the California Environmental Quality Act ("CEQA"). On July 24, 2017, the City Council approved Resolution No. 2017-135, adopting an addendum to the IS/MND for the Arroyo Vista Neighborhood Plan which, among other things, analyzed the impacts of VTTM 8379. On September 9, 2024, the City Council adopted Resolution No. 2024-164, finding that no

subsequent or supplemental IS/MND is required, under the provisions of CEQA pursuant to CEQA Guidelines section 15162, for the Project, as modified. Any potential impacts to the environment that may result due to approval of proposed Final Tract Map 8714 and the associated Subdivision Improvement Agreement were within the scope of the environmental review approved by Resolution Nos. 2017-135 and 2024-164.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, because any potential impacts to the environment that may be caused by approval of Final Tract Map 8714 and the Subdivision Improvement Agreement were within the scope of the environmental review approved as part of Resolution Nos. 2017-135 and 2024-164, the requirements of CEQA have been satisfied.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that:

1. Final Tract Map 8714, attached hereto as Exhibit A, is approved and all those parcels of land, easements, and other legal interests in land offered for public use are accepted in conformity with the terms of the offer, except for the following which the City Council rejects at this time, reserving the right to accept the offers at a future date subject to Government Code sections 66477.2 and 7050:

   Public Utility Easement ("PUE"), Water Line Easement ("WLE"), and Sanitary Sewer Easement ("SSE"), Public Access Easement ("PAE"), Vilana Street, Marengo Loop, Las Positas Road and Arroyo Vista Street, and Emergency Vehicle Access Easement ("EVAE").

2. The Subdivision Improvement Agreement, attached hereto as Exhibit B, is approved and the Mayor is authorized to sign the Agreement on behalf of the City of Livermore.

3. The City Clerk is directed to execute the certificate attached to the Final Tract Map 8714 and affix the Seal of the City and to record the Final Tract Map 8714 and the Subdivision Improvement Agreement with the County Recorder.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

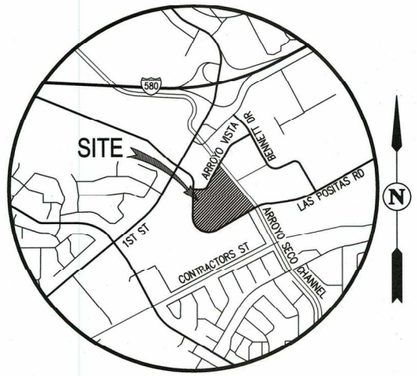
Exhibit A – Final Tract Map 8714
Exhibit B – Subdivision Improvement Agreement

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES
44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

cbg
CIVIL ENGINEERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
▪ SURVEYORS ▪ PLANNERS

JANUARY 2025



VICINITY MAP

NOT TO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED, TH ARROYO VISTA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, HEREBY STATES THAT THEY ARE THE OWNERS OF ALL LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED TRACT 8714, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA CONSISTING OF 16 SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF; THAT IT HAS CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DOES CONSENT TO THE MAKING AND RECORDATION OF SAID MAP; THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS AND PARCELS INTENDED FOR SALE BY NUMBERS WITH THEIR PRECISE LENGTH AND WIDTH.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

1. THE UNDERSIGNED HEREBY DEDICATE(S) RIGHT OF WAY TO THE CITY OF LIVERMORE FOR PUBLIC USE THOSE PARCELS OF LAND DESIGNATED AS "VILANA STREET," "MARENGO LOOP," "LAS POSITAS ROAD STREET DEDICATION," AND "ARROYO VISTA STREET DEDICATION."

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. THE UNDERSIGNED HEREBY DEDICATES AN EASEMENT TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "PUE" (PUBLIC UTILITY EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP AND THE RIGHT TO ENTER UPON ALL SAID STRIPS OF LAND FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID PUBLIC UTILITIES AND APPURTENANCES THERETO.

2. THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT FOR PEDESTRIAN INGRESS AND EGRESS ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "PAE," (PUBLIC ACCESS EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP. ALL IMPROVEMENTS WITHIN SAID EASEMENT SHALL BE THE RESPONSIBILITY OF THE HOA FOR THE UPKEEP, MAINTENANCE AND REPAIRS.

3. THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT, RECONSTRUCT AND MAINTAIN WATER PIPES AND APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "WLE," (PUBLIC WATER LINE EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING WATER PIPES AND APPURTENANCES THERETO.

4. THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT, RECONSTRUCT AND MAINTAIN SANITARY SEWERS AND APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "SSE," (PUBLIC SANITARY SEWER EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SANITARY SEWERS AND APPURTENANCES THERETO.

5. THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER, AN EMERGENCY VEHICLE ACCESS EASEMENT "EVAE", ON, OVER AND ACROSS THOSE CERTAIN STRIPS OF LAND DELINEATED HEREON AND DESIGNATED AS AND EMBRACED WITHIN THE BOUNDARY LINES OF HEREIN EMBODIED MAP FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES.

OWNER'S STATEMENT CONTINUES

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PRIVATE PURPOSES AND IS NOT DEDICATED TO THE PUBLIC:

1. THE UNDERSIGNED DOES HEREBY RESERVE TO ITSELF, AND TO THE OWNERS, RESIDENTS, AND OTHERS DESIGNATED BY THE HOMEOWNERS ASSOCIATION, THE PARCELS DESIGNATED AS PARCEL A–R FOR PRIVATE STREET AND ACCESS PURPOSES, PARCEL S–V FOR COMMON OPEN SPACE PURPOSES, SAID PARCELS TO BE OWNED BY THE HOMEOWNERS ASSOCIATION AND MAINTAINED IN ACCORDANCE WITH THE CCR'S GOVERNING THIS PROJECT.

2. WE ALSO HEREBY RESERVE "PSDE" (PRIVATE STORM DRAIN EASEMENT) FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN PRIVATE STORM DRAIN FACILITIES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS. SAID EASEMENT SHALL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT.

3. THE "PRAE," (PRIVATE ACCESS EASEMENT) IS AN EASEMENT RESERVED FOR THE PRIVATE USE OF THE HOMEOWNERS AND RESIDENTS OF TRACT 8714; SAID EASEMENT IS RESERVED FOR THE PURPOSE OF INGRESS AND EGRESS TO THE LOTS WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP; SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC AND MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENT IS THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS GOVERNING TRACT 8714.

THIS MAP SHOWS OR NOTES ALL EASEMENTS, EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
TH ARROYO VISTA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: Tony Bosowski
NAME (PRINT): TONY BOSOWSKI
TITLE: AUTHORIZED AGENT
DATE: 1/27/25

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California } SS.
COUNTY OF Contra Costa }

ON January 27, 2025, BEFORE ME, Trevor Brown, A NOTARY PUBLIC, PERSONALLY APPEARED Tony Bosowski, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: Trevor Brown
NAME (PRINT): Trevor Brown
PRINCIPAL COUNTY OF BUSINESS: Contra Costa County
MY COMMISSION NUMBER: 2446854
MY COMMISSION EXPIRES: May 13, 2027

CLERK OF THE BOARD OF SUPERVISOR'S

STATE OF CALIFORNIA} SS.
COUNTY OF ALAMEDA}

I, ANIKA CAMPBELL–BELTON, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

☐ AN APPROVED BOND HAS BEEN FILED WITH THE SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF $ _____ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE, AND WAS DULY APPROVED BY SAID BOARD IN SAID AMOUNT.

☐ ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURE–TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS _____
DAY OF _____, 20 ___.

_____
ANIKA CAMPBELL–BELTON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 20_____, AT_____.M., IN BOOK_____ OF MAPS, AT PAGES_____, AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

FEE: $ _____ PD, SERIES NO. _____

_____
MELISSA WILK
COUNTY RECORDER IN AND FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

BENEFICIARY STATEMENT

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT ("ADMINISTRATIVE AGENT"), AS BENEFICIARY UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING EXECUTED BY TH ARROYO VISTA LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN FAVOR OF TRSTE, INC., A VIRGINIA CORPORATION, AS TRUSTEE, FOR THE BENEFIT OF ADMINISTRATIVE AGENT, RECORDED AUGUST 9, 2023, AS INSTRUMENT NUMBER 2023090237, OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA (THE "OFFICIAL RECORDS"), AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO CONSTRUCTION DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, RECORDED JULY 26, 2024, AS INSTRUMENT NUMBER 2024091348 OF THE OFFICIAL RECORDS (AS AMENDED, AND AS MAY BE FURTHER AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "DEED OF TRUST"), DOES HEREBY CONSENT TO THE MAKING AND RECORDING OF THIS TRACT MAP; PROVIDED, HOWEVER, ADMINISTRATIVE AGENT MAKES NO WARRANTY OR ANY REPRESENTATION OF ANY KIND OR NATURE CONCERNING THIS TRACT MAP OR ANY OF ITS ELEMENTS, TERMS OR PROVISIONS, OR THE LEGAL SUFFICIENCY THEREOF AND DISAVOWS ANY SUCH WARRANTY OR REPRESENTATION. NOTHING HEREIN CONTAINED CONSTITUTES A WAIVER OR MODIFICATION OF ANY OF THE TERMS OF THE DEED OF TRUST AND, BY RECORDING THIS TRACT MAP, TH ARROYO VISTA LLC ACKNOWLEDGES THAT NOTHING CONTAINED HEREIN CONSTITUTES A RELEASE, CONVEYANCE OR GRANT IN CONNECTION WITH ANY OF THE PROPERTY UNDER THE DEED OF TRUST.

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT

BY: _____

NAME(PRINT): CINTHYA HANSELMAN

TITLE: DIRECTOR

DATE: 06·24·2025

BENEFICIARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF California }
COUNTY OF Orange } S.S.

ON June 24. 2025, BEFORE ME, Frank Gilliam, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAMES 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

SIGNATURE: _____

NAME (PRINT): Frank Gilliam

PRINCIPAL COUNTY OF BUSINESS: Orange

MY COMMISSION NUMBER: 2432214

MY COMMISSION EXPIRES: Dec. 23, 2026

SIGNATURE OMISSIONS

PARTIES LISTED BELOW, OWNERS OF EASEMENTS PER DOCUMENTS NOTED BLOW HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436(a)(3)(A)(1) OF THE SUBDIVISION MAP ACT, THEIR INTEREST US SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY:

1. PACIFIC BELL: AN EASEMENT FOR COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES PER INSTRUMENT NO. 98-195020 OF OFFICIAL RECORDS.

CITY CLERK'S STATEMENT

STATE OF CALIFORNIA} SS.
COUNTY OF ALAMEDA}

I, DEBORAH L. ELAM, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP ENTITLED "TRACT 8714," CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA WAS PRESENTED TO THE COUNCIL OF THE CITY OF LIVERMORE AT A MEETING THEREOF HELD ON _____, 20___, AND THE COUNCIL DID BY RESOLUTION NO. _____, APPROVE THE MAP AND ACCEPT ON BEHALF OF THE PUBLIC ALL THOSE PARCELS OF LAND, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED TO OR FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, EXCEPT FOR THE FOLLOWING, WHICH THE COUNCIL DID REJECT AT THIS TIME (RESERVING THE RIGHT TO ACCEPT SAID OFFERS AT A FUTURE DATE, SUBJECT TO GOVERNMENT CODE SECTIONS 66477.2 AND 7050).

PUBLIC UTILITY EASEMENT (PUE)
PUBLIC WATER LINE EASEMENT (WLE)
PUBLIC ACCESS EASEMENT (PAE)
EMERGENCY VEHICLE ACCESS EASEMENT (EVAE)
PUBLIC SANITARY SEWER EASEMENT (SSE)
PUBLIC SERVICE EASEMENT (PSE)
VILANA STREET
MARENGO LOOP
LAS POSITAS STREET DEDICATION
ARROYO VISTA STREET DEDICATION

PURSUANT TO GOVERNMENT CODE SECTION 66434 (g), I HEREBY ABANDON AND VACATE WITHIN THE BOUNDARY OF THIS MAP ALL OFFERS OF DEDICATION WHETHER ACCEPTED OR REJECTED AS FOLLOWS:

1. THOSE PARCELS OF LAND FOR STREET RIGHT OF WAY PURPOSES KNOWN AS "VILANA STREET", "MARENGO LOOP," "LAS POSITAS ROAD STREET DEDICATION," AND "ARROYO VISTA STREET DEDICATION" OFFERED AND ACCEPTED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44-59, ALAMEDA COUNTY RECORDS.
2. THE AREAS DESIGNATED AS THE PUBLIC UTILITY EASEMENT "PUE" OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44-59, ALAMEDA COUNTY RECORDS.
3. THE AREAS DESIGNATED AS THE EMERGENCY VEHICLE ACCESS EASEMENT "EVAE" AS OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44-59, ALAMEDA COUNTY RECORDS.
4. THE AREAS DESIGNATED AS PUBLIC ACCESS EASEMENT "PAE" AS OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44-59, ALAMEDA COUNTY RECORDS.
5. THE AREAS DESIGNATED AS WATER LINE EASEMENT "WLE" AS OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44-59, ALAMEDA COUNTY RECORDS.
6. THE AREAS DESIGNATED AS SANITARY SEWER EASEMENT "SSE" AS OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44-59, ALAMEDA COUNTY RECORDS.
7. THE AREAS DESIGNATED AS PUBLIC SERVICE EASEMENT "PSE" AS OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44-59, ALAMEDA COUNTY RECORDS.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF_____, 20____.

_____
DEBORAH L. ELAM, CITY CLERK AND CLERK OF THE CITY COUNCIL,
CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRUMARK, IN MAY 2024.

I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED "VESTING TENTATIVE MAP" AND IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN IN ACCORDANCE WITH SATISFACTORY ASSURANCE GIVEN BY THE SUBDIVIDER ON OR BEFORE DECEMBER 2026, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT "TRACT 8714," CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA IS A SUBDIVISION INTO LOTS AND PARCELS OF LAND CONTAINING 15.83 ACRES MORE OR LESS.

6/20/2025
DATE

LICENSED LAND SURVEYOR
MARK H. WEHBER
7960
STATE OF CALIFORNIA

_____
MARK H. WEHBER, P.L.S.
L.S. NO. 7960

CITY ENGINEER'S STATEMENT

I, JOEL WAXDECK, R.C.E. NO. C-049965, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "TRACT 8714," CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED VESTING TENTATIVE MAP AND ANY APPROVED AND ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____
JOEL WAXDECK, R.C.E. NO. C-049965
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

6/26/25
DATE

REGISTERED PROFESSIONAL ENGINEER
JOEL H WAXDECK
NO. C-049965
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, DAVID W ENKE, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "TRACT 8714," CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

_____
DAVID W. ENKE
L.S. NO. 4071

6/24/25
DATE

LICENSED LAND SURVEYOR
DAVID W. ENKE
4071
STATE OF CALIFORNIA

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES 44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

cbg
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • (925) 866-0322
ROSEVILLE • (916)788-4456
WWW.CBANDG.COM

JANUARY 2025

ABANDONMENT NOTE:

PURSUANT TO SECTION 66434(G) OF THE SUBDIVISION MAP ACT, THIS MAP SHALL CONSTITUTE THE ABANDONMENT IN ITS ENTIRETY WITHIN THE BOUNDARIES OF THIS MAP;

1. THOSE PARCELS OF LAND FOR STREET RIGHT OF WAY PURPOSES KNOWN AS "VILANA STREET", "MARENGO LOOP," "LAS POSITAS ROAD STREET DEDICATION," AND "ARROYO VISTA STREET DEDICATION" OFFERED AND ACCEPTED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44–59, ALAMEDA COUNTY RECORDS.
2. THE AREAS DESIGNATED AS THE PUBLIC UTILITY EASEMENT "PUE" OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44–59, ALAMEDA COUNTY RECORDS.
3. THE AREAS DESIGNATED AS THE EMERGENCY VEHICLE ACCESS EASEMENT "EVAE" AS OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44–59, ALAMEDA COUNTY RECORDS.
4. THE AREAS DESIGNATED AS PUBLIC ACCESS EASEMENT "PAE" AS OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44–59, ALAMEDA COUNTY RECORDS.
5. THE AREAS DESIGNATED AS WATER LINE EASEMENT "WLE" AS OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44–59, ALAMEDA COUNTY RECORDS.
6. THE AREAS DESIGNATED AS SANITARY SEWER EASEMENT "SSE" AS OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44–59, ALAMEDA COUNTY RECORDS.
7. THE AREAS DESIGNATED AS PUBLIC SERVICE EASEMENT "PSE" AS OFFERED ON TRACT 8379 RECORDED IN BOOK 371 OF MAPS PAGES 44–59, ALAMEDA COUNTY RECORDS.

LINE TABLE			
NO	BEARING	LENGTH	
L1	N13°09'04"E	51.420'	(7)
L2	N00°20'41"W	63.997'	(7)
L3	N89°39'19"E	13.855'	(7)
L4	N89°39'19"E	115.855'	(7)
L5	N00°20'41"W	101.000'	(7)
L6	N00°20'41"W	24.000'	(7)
L7	N59°35'41"W	24.000'	(7)
L8	N40°45'53"W	37.352'	(7)

CURVE TABLE				
NO	RADIUS	DELTA	LENGTH	
C1	30.000'	90°00'00"	47.124'	(7)
C2	566.000'	2°55'56"	28.966'	(7)
C3	230.000'	59°15'00"	237.845'	(7)
C4	206.000'	59°15'00"	213.026'	(7)
C5	230.000'	57°27'24"	230.645'	(7)
C6	230.000'	1°47'36"	7.199'	(7)

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS SHOWN HEREON. THE BEARING BEING N30°24'19"E BETWEEN TWO FOUND MONUMENTS IN THE CENTERLINE OF ARROYO VISTA PER PARCEL MAP 3756, RECORDED JULY 31, 1984, IN BOOK 146 OF PARCEL MAPS AT PAGE 25 IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

LEGEND

— — —	EXISTING SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
– – – – –	EASEMENT LINE
——— – ———	MONUMENT LINE
- - - - - - -	MONUMENT TIES
(T)	TOTAL
(R)	RADIAL
(LL)	LOT LINE
(M–M)	MONUMENT TO MONUMENT
(M–PL)	MONUMENT TO PROPERTY LINE
(M–LL)	MONUMENT TO LOT LINE
◉	FOUND STANDARD STREET MONUMENT
◎	SET STANDARD STREET MONUMENT, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SSE	PUBLIC SANITARY SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
WLE	PUBLIC WATER LINE EASEMENT

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP 3756 (146 PM 25)
(2) PARCEL MAP 6986 (229 PM 89)
(3) GRANT DEED (93–393024)
(4) GRANT DEED (94–176894)
(5) GRANT DEED (94–176895)
(6) PARCEL MAP 8613 (280 PM 75)
(7) TRACT 8379 (371 M 44)

NOTES:

1. ALL DISTANCES SHOWN IN FOOT AND DECIMALS EQUIVALENTS THEREOF.
2. ALL DISTANCES ARE LEVEL DISTANCES.
3. THE BEARINGS NOT SHOWN ARE PARALLEL OR AT RIGHT ANGLES TO SHOWN BEARINGS.

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES 44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

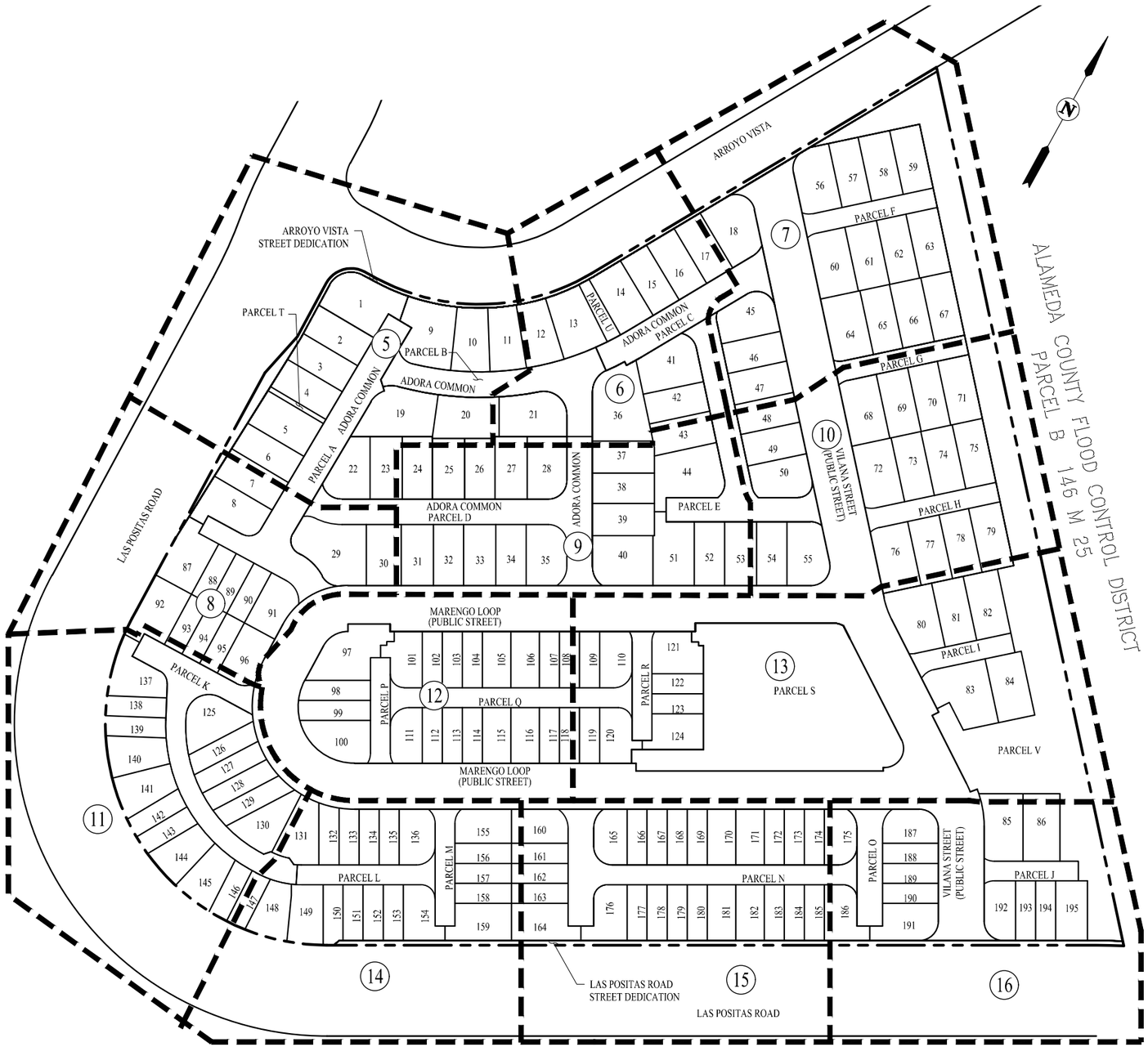
cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 100' DECEMBER 2024

100' 0' 50' 100' 200' 400'
GRAPHIC SCALE

JOB NO. 1297-010

SHEET 3 OF 16



BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES
44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

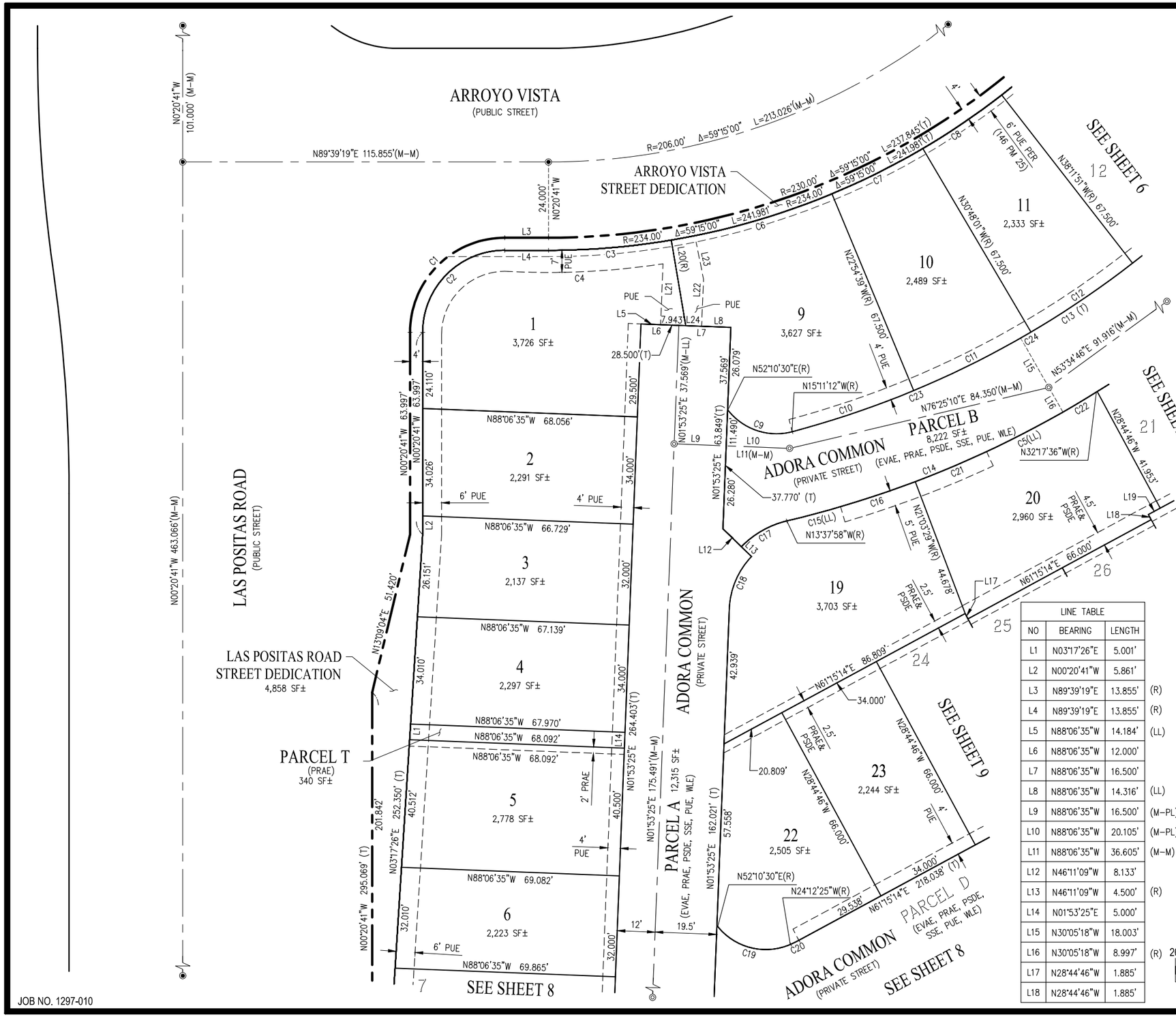
cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 80' DECEMBER 2024

80' 0' 40' 80' 160' 320'
GRAPHIC SCALE

JOB NO. 1297-010

SHEET 4 OF 16



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	30.000'	90°00'00"	47.124'
C2	26.000'	90°00'00"	40.841'
C3	234.000'	9°34'13"	39.085'
C4	241.000'	11°42'10"	49.225'
C5	328.500'	11°14'07"	64.416'
C6	234.000'	12°59'45"	53.076'
C7	234.000'	7°53'21"	32.220'
C8	234.000'	7°23'50"	30.211'
C9	19.500'	67°21'42"	22.926'
C10	301.500'	7°43'27"	40.646'
C11	301.500'	7°53'21"	41.515'
C12	301.500'	7°23'50"	38.926'
C13	301.500'	37°33'33"	197.643'
C14	328.500'	26°08'59"	149.927'
C15	328.500'	7°25'31"	42.572'
C16	328.500'	4°21'12"	24.959'
C17	29.500'	32°33'11"	16.761'
C18	25.000'	41°55'26"	18.293'
C19	19.500'	76°22'55"	25.996'
C20	36.500'	4°32'21"	2.892'
C21	328.500'	4°16'36"	24.520'
C22	328.500'	2°12'18"	12.642'
C23	301.500'	14°54'06"	78.415'
C24	301.500'	0°42'43"	3.746'

LINE TABLE			
NO	BEARING	LENGTH	
L19	N61°15'14"E	4.248'	
L20	N09°54'54"W	27.479'	(R)
L21	N01°53'25"E	19.292'	
L22	N01°53'25"E	15.000'	
L23	N11°46'05"W	11.960'	
L24	N88°06'35"W	5.057'	

LINE TABLE			
NO	BEARING	LENGTH	
L1	N03°17'26"E	5.001'	
L2	N00°20'41"W	5.861'	
L3	N89°39'19"E	13.855'	(R)
L4	N89°39'19"E	13.855'	(R)
L5	N88°06'35"W	14.184'	(LL)
L6	N88°06'35"W	12.000'	
L7	N88°06'35"W	16.500'	
L8	N88°06'35"W	14.316'	(LL)
L9	N88°06'35"W	16.500'	(M-PL)
L10	N88°06'35"W	20.105'	(M-PL)
L11	N88°06'35"W	36.605'	(M-M)
L12	N46°11'09"W	8.133'	
L13	N46°11'09"W	4.500'	(R)
L14	N01°53'25"E	5.000'	
L15	N30°05'18"W	18.003'	
L16	N30°05'18"W	8.997'	(R)
L17	N28°44'46"W	1.885'	
L18	N28°44'46"W	1.885'	

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8714

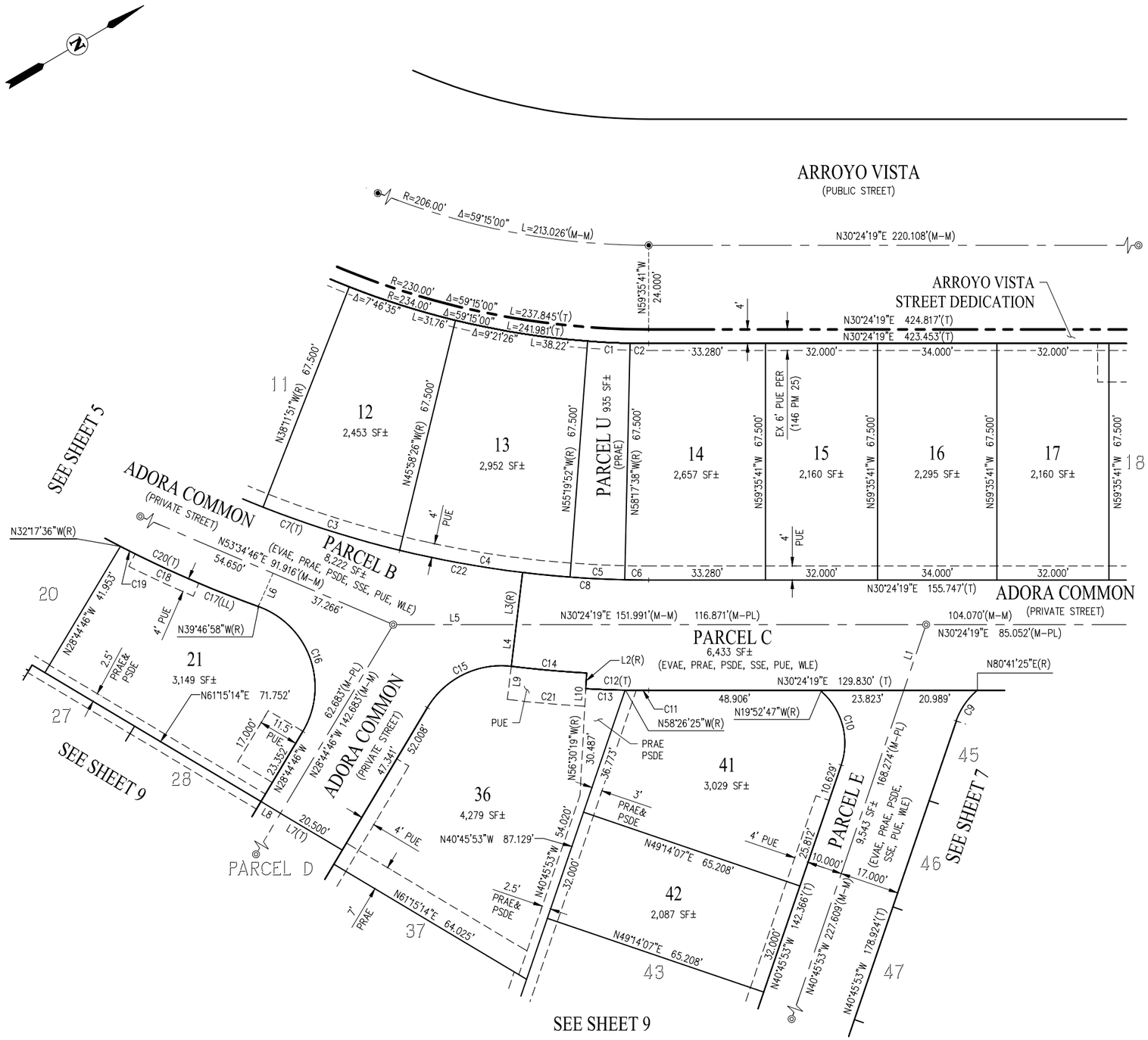
CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES 44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 20' DECEMBER 2024

20' 0' 10' 20' 40' 80'
GRAPHIC SCALE

SHEET 5 OF 16



LINE TABLE			
NO	BEARING	LENGTH	
L1	N40°45'53"W	19.826'	(M-PL)
L2	N56°30'19"W	4.500'	
L3	N52°44'45"W	14.993'	
L4	N52°44'45"W	12.007'	
L5	N30°24'19"E	35.120'	(M-PL)
L6	N35°36'59"W	10.382'	
L7	N61°15'14"E	27.000'	
L8	N61°15'14"E	6.500'	
L9	N52°44'45"W	9.500'	
L10	N56°30'19"W	9.500'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	234.000'	2°57'46"	12.100'
C2	234.000'	1°18'03"	5.313'
C3	301.500'	7°46'35"	40.920'
C4	301.500'	9°21'26"	49.240'
C5	301.500'	2°57'46"	15.590'
C6	301.500'	1°18'03"	6.846'
C7	301.500'	37°33'33"	197.643'
C8	301.500'	6°50'56"	36.040'
C9	19.500'	31°27'18"	10.705'
C10	19.500'	69°06'54"	23.522'
C11	333.000'	1°09'16"	6.709'
C12	333.000'	3°05'22"	17.955'
C13	333.000'	1°56'06"	11.246'
C14	328.500'	3°45'34"	21.555'
C15	24.500'	66°00'01"	28.222'
C16	24.500'	101°02'12"	43.204'
C17	328.500'	7°29'22"	42.939'
C18	328.500'	3°29'19"	20.002'
C19	328.500'	0°49'15"	4.706'
C20	328.500'	26°08'59"	149.927'
C21	338.000'	3°45'34"	22.178'
C22	301.500'	6°46'20"	35.636'

LEGEND
SEE SHEET 3 FOR LEGEND

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES
44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

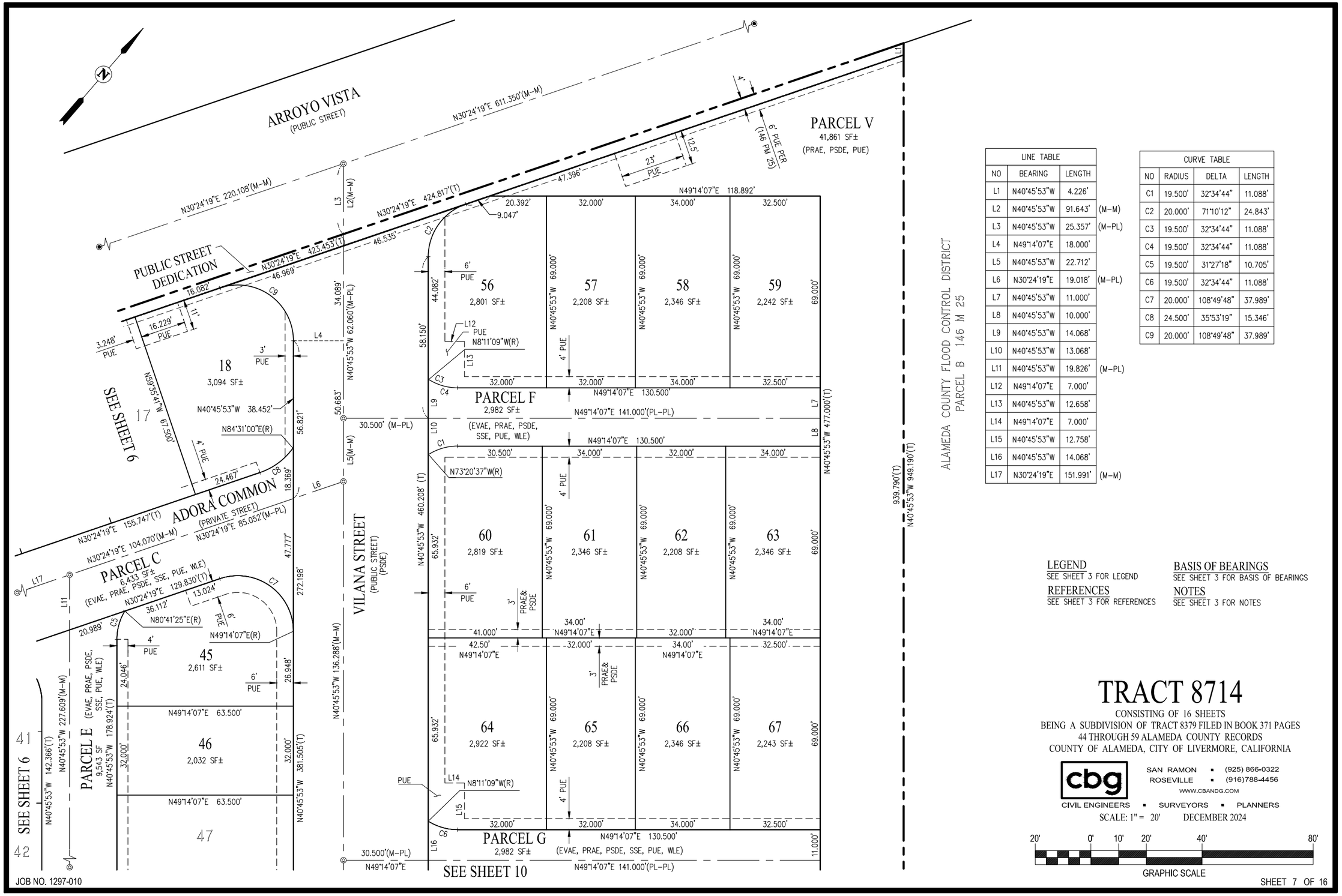
cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 20' DECEMBER 2024

20' 0' 10' 20' 40' 80'
GRAPHIC SCALE

JOB NO. 1297-010

SHEET 6 OF 16



ALAMEDA COUNTY FLOOD CONTROL DISTRICT
PARCEL B 146 M 25

LINE TABLE			
NO	BEARING	LENGTH	
L1	N40°45'53"W	4.226'	
L2	N40°45'53"W	91.643'	(M-M)
L3	N40°45'53"W	25.357'	(M-PL)
L4	N49°14'07"E	18.000'	
L5	N40°45'53"W	22.712'	
L6	N30°24'19"E	19.018'	(M-PL)
L7	N40°45'53"W	11.000'	
L8	N40°45'53"W	10.000'	
L9	N40°45'53"W	14.068'	
L10	N40°45'53"W	13.068'	
L11	N40°45'53"W	19.826'	(M-PL)
L12	N49°14'07"E	7.000'	
L13	N40°45'53"W	12.658'	
L14	N49°14'07"E	7.000'	
L15	N40°45'53"W	12.758'	
L16	N40°45'53"W	14.068'	
L17	N30°24'19"E	151.991'	(M-M)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	19.500'	32°34'44"	11.088'
C2	20.000'	71°10'12"	24.843'
C3	19.500'	32°34'44"	11.088'
C4	19.500'	32°34'44"	11.088'
C5	19.500'	31°27'18"	10.705'
C6	19.500'	32°34'44"	11.088'
C7	20.000'	108°49'48"	37.989'
C8	24.500'	35°53'19"	15.346'
C9	20.000'	108°49'48"	37.989'

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8714

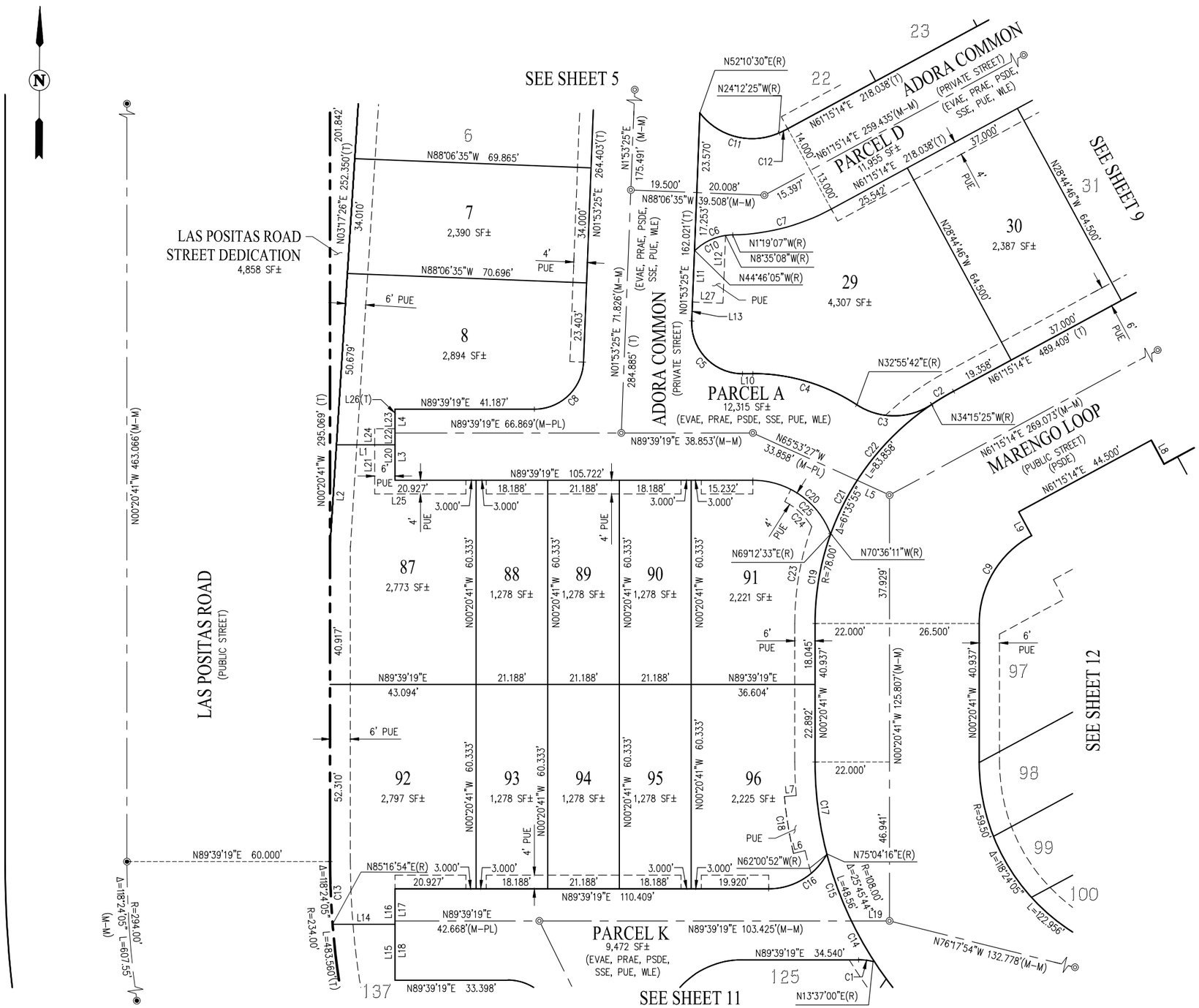
CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES 44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 20' DECEMBER 2024

20' 0' 10' 20' 40' 80'
GRAPHIC SCALE

SHEET 7 OF 16



LINE TABLE			
NO	BEARING	LENGTH	
L1	N89°39'19"E	17.266'	
L2	N03°17'26"E	29.976'	
L3	N00°20'41"W	14.000'	
L4	N00°20'41"W	7.000'	
L5	N65°53'27"W	10.493'	(M-PL)
L6	N76°22'57"E	3.500'	
L7	N84°40'19"E	3.500'	
L8	N28°44'46"W	8.000'	
L9	N28°44'46"W	8.000'	
L10	N89°39'19"E	3.059'	
L11	N01°53'25"E	20.701'	(LL)
L12	N01°53'25"E	20.000'	
L13	N01°53'25"E	5.602'	
L14	N89°39'19"E	18.432'	
L15	N00°20'41"W	16.500'	
L16	N00°20'41"W	10.500'	
L17	N00°20'41"W	9.500'	
L18	N00°20'41"W	17.500'	
L19	N89°39'19"E	11.265'	(M-PL)
L20	N00°20'41"W	10.500'	
L21	N00°20'41"W	14.500'	
L22	N00°20'41"W	4.750'	
L23	N00°20'41"W	5.750'	
L24	N00°20'41"W	4.750'	
L25	N89°39'19"E	26.931'	
L26	N00°20'41"W	21.000'	
L27	N88°06'35"W	9.000'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	19.500'	13°57'41"	4.752'
C2	78.000'	5°30'39"	7.502'
C3	20.000'	67°11'06"	23.452'
C4	56.000'	33°16'23"	32.520'
C5	15.000'	92°14'06"	24.147'
C6	16.500'	43°26'57"	12.512'
C7	63.500'	27°25'39"	30.397'
C8	14.500'	87°45'54"	22.211'
C9	29.500'	61°35'55"	31.715'
C10	16.500'	36°10'57"	10.420'
C11	19.500'	76°22'55"	25.996'
C12	36.500'	4°32'21"	2.892'
C13	234.000'	4°32'25"	18.543'
C14	108.000'	7°21'42"	13.877'
C15	108.000'	11°10'41"	21.070'
C16	19.500'	61°40'11"	20.989'
C17	108.000'	14°35'03"	27.491'
C18	117.500'	8°17'23"	17.000'
C19	78.000'	19°44'30"	26.876'
C20	24.500'	69°33'14"	29.742'
C21	78.000'	13°04'31"	17.800'
C22	78.000'	23°16'15"	31.680'
C23	84.000'	19°55'32"	29.212'
C24	20.500'	30°44'39"	11.000'
C25	24.500'	42°12'57"	18.052'

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES
44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

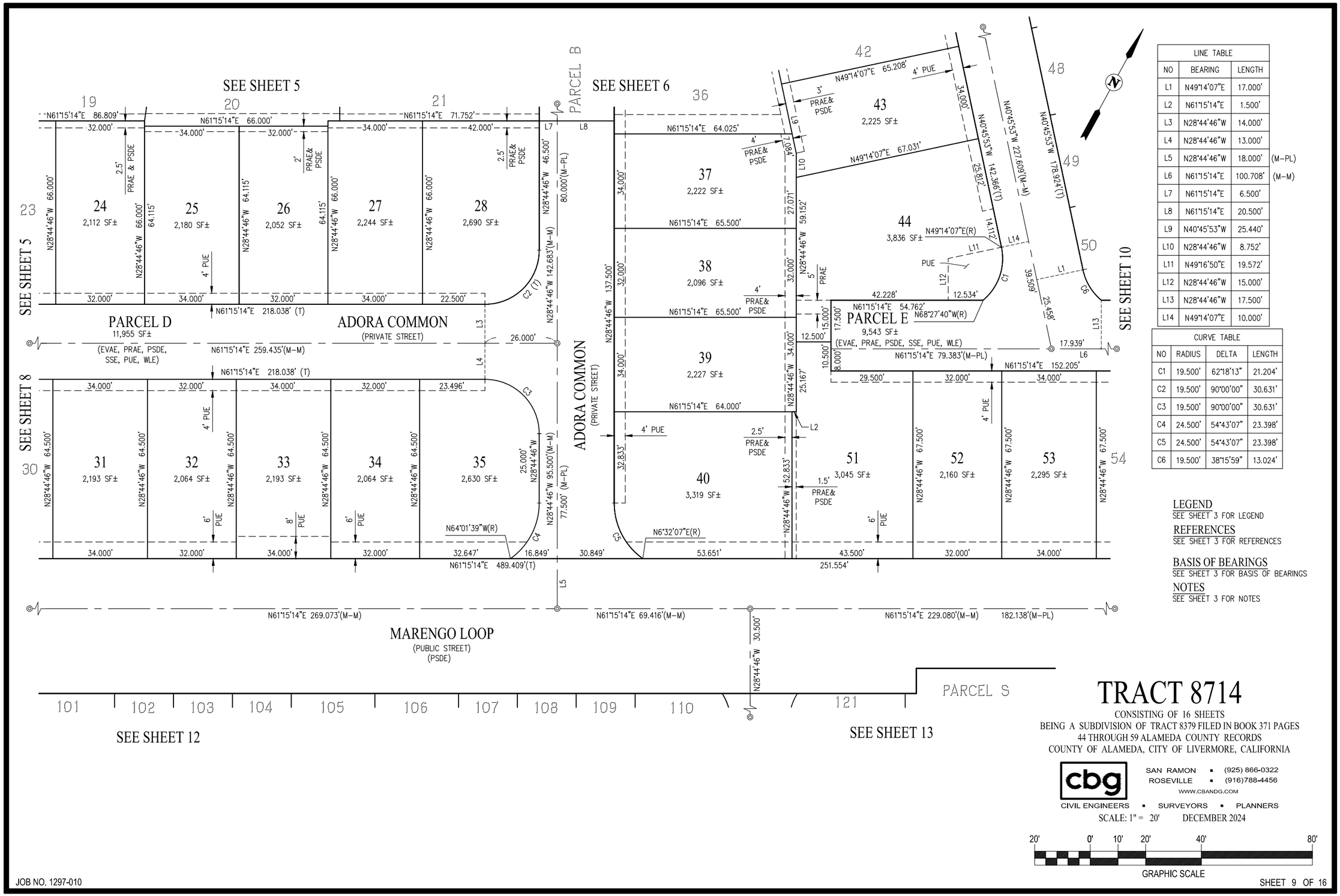
cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 20' DECEMBER 2024

20' 0' 10' 20' 40' 80'
GRAPHIC SCALE

JOB NO. 1297-010

SHEET 8 OF 16



LINE TABLE			
NO	BEARING	LENGTH	
L1	N49°14'07"E	17.000'	
L2	N61°15'14"E	1.500'	
L3	N28°44'46"W	14.000'	
L4	N28°44'46"W	13.000'	
L5	N28°44'46"W	18.000'	(M-PL)
L6	N61°15'14"E	100.708'	(M-M)
L7	N61°15'14"E	6.500'	
L8	N61°15'14"E	20.500'	
L9	N40°45'53"W	25.440'	
L10	N28°44'46"W	8.752'	
L11	N49°16'50"E	19.572'	
L12	N28°44'46"W	15.000'	
L13	N28°44'46"W	17.500'	
L14	N49°14'07"E	10.000'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	19.500'	62°18'13"	21.204'
C2	19.500'	90°00'00"	30.631'
C3	19.500'	90°00'00"	30.631'
C4	24.500'	54°43'07"	23.398'
C5	24.500'	54°43'07"	23.398'
C6	19.500'	38°15'59"	13.024'

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES
44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

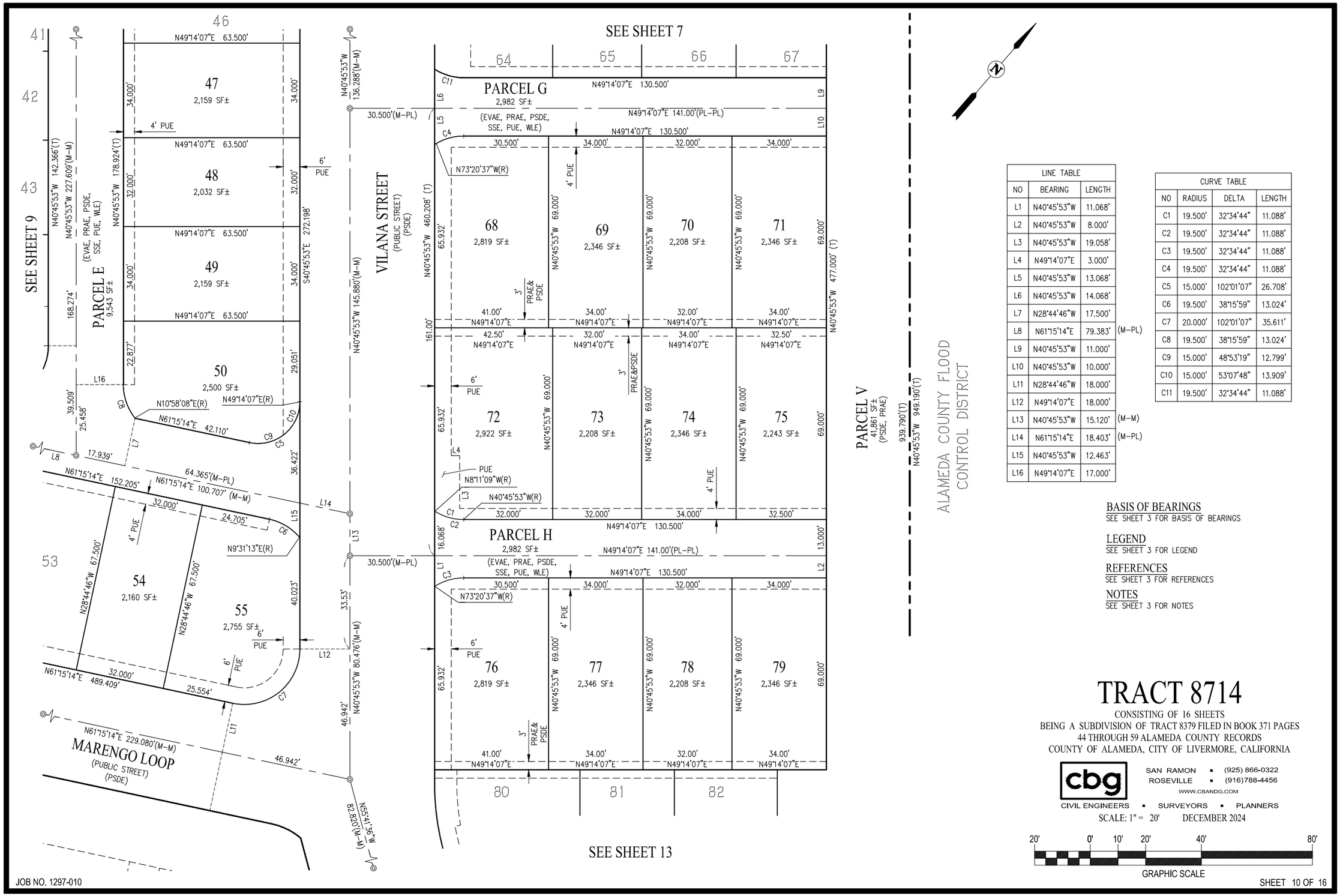
cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 20' DECEMBER 2024

20' 0' 10' 20' 40' 80'
GRAPHIC SCALE

JOB NO. 1297-010

SHEET 9 OF 16



LINE TABLE			
NO	BEARING	LENGTH	
L1	N40°45'53"W	11.068'	
L2	N40°45'53"W	8.000'	
L3	N40°45'53"W	19.058'	
L4	N49°14'07"E	3.000'	
L5	N40°45'53"W	13.068'	
L6	N40°45'53"W	14.068'	
L7	N28°44'46"W	17.500'	
L8	N61°15'14"E	79.383'	(M-PL)
L9	N40°45'53"W	11.000'	
L10	N40°45'53"W	10.000'	
L11	N28°44'46"W	18.000'	
L12	N49°14'07"E	18.000'	
L13	N40°45'53"W	15.120'	(M-M)
L14	N61°15'14"E	18.403'	(M-PL)
L15	N40°45'53"W	12.463'	
L16	N49°14'07"E	17.000'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	19.500'	32°34'44"	11.088'
C2	19.500'	32°34'44"	11.088'
C3	19.500'	32°34'44"	11.088'
C4	19.500'	32°34'44"	11.088'
C5	15.000'	102°01'07"	26.708'
C6	19.500'	38°15'59"	13.024'
C7	20.000'	102°01'07"	35.611'
C8	19.500'	38°15'59"	13.024'
C9	15.000'	48°53'19"	12.799'
C10	15.000'	53°07'48"	13.909'
C11	19.500'	32°34'44"	11.088'

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES 44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

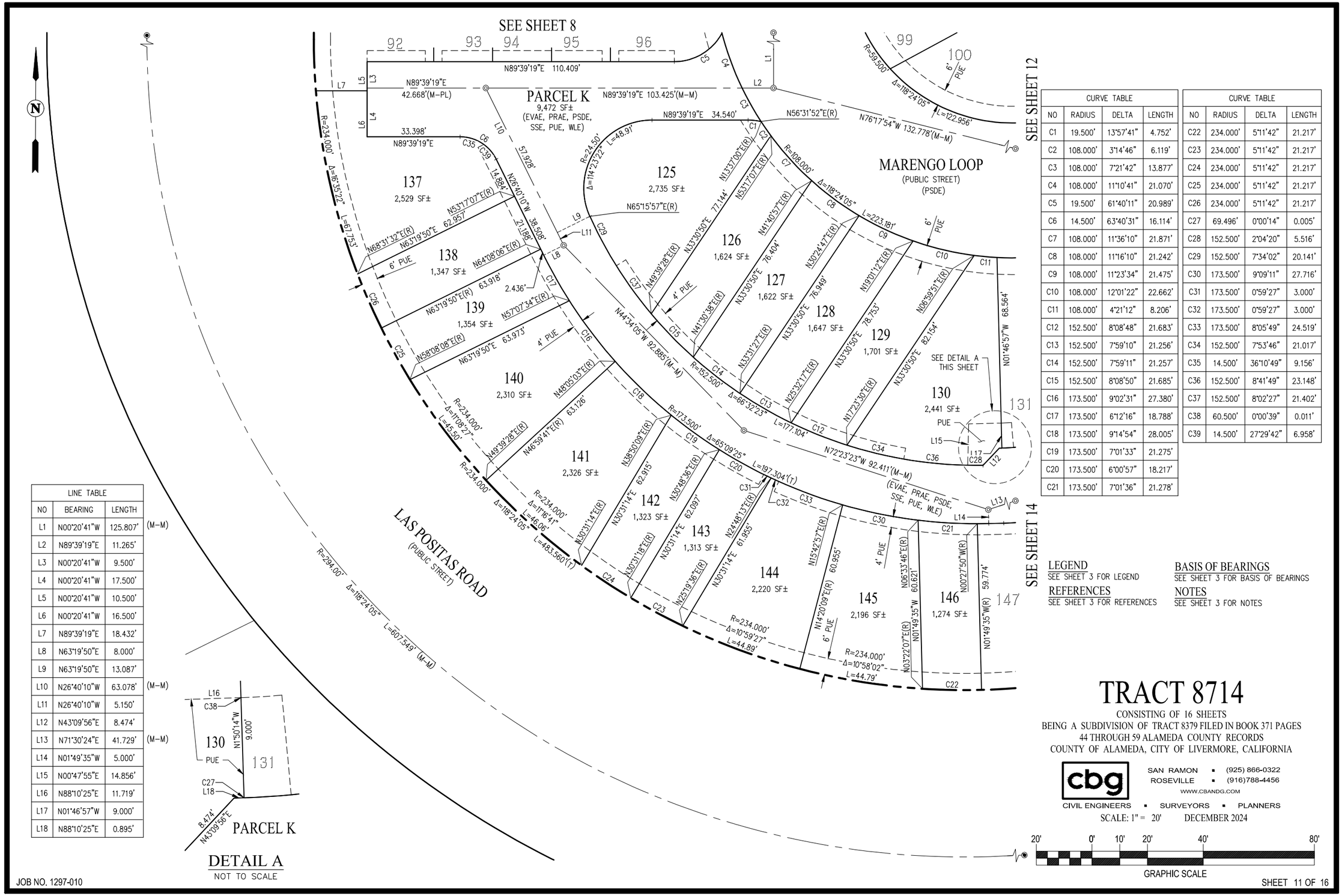
cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 20' DECEMBER 2024

20' 0' 10' 20' 40' 80'
GRAPHIC SCALE

JOB NO. 1297-010

SHEET 10 OF 16



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	19.500'	13°57'41"	4.752'
C2	108.000'	3°14'46"	6.119'
C3	108.000'	7°21'42"	13.877'
C4	108.000'	11°10'41"	21.070'
C5	19.500'	61°40'11"	20.989'
C6	14.500'	63°40'31"	16.114'
C7	108.000'	11°36'10"	21.871'
C8	108.000'	11°16'10"	21.242'
C9	108.000'	11°23'34"	21.475'
C10	108.000'	12°01'22"	22.662'
C11	108.000'	4°21'12"	8.206'
C12	152.500'	8°08'48"	21.683'
C13	152.500'	7°59'10"	21.256'
C14	152.500'	7°59'11"	21.257'
C15	152.500'	8°08'50"	21.685'
C16	173.500'	9°02'31"	27.380'
C17	173.500'	6°12'16"	18.788'
C18	173.500'	9°14'54"	28.005'
C19	173.500'	7°01'33"	21.275'
C20	173.500'	6°00'57"	18.217'
C21	173.500'	7°01'36"	21.278'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C22	234.000'	5°11'42"	21.217'
C23	234.000'	5°11'42"	21.217'
C24	234.000'	5°11'42"	21.217'
C25	234.000'	5°11'42"	21.217'
C26	234.000'	5°11'42"	21.217'
C27	69.496'	0°00'14"	0.005'
C28	152.500'	2°04'20"	5.516'
C29	152.500'	7°34'02"	20.141'
C30	173.500'	9°09'11"	27.716'
C31	173.500'	0°59'27"	3.000'
C32	173.500'	0°59'27"	3.000'
C33	173.500'	8°05'49"	24.519'
C34	152.500'	7°53'46"	21.017'
C35	14.500'	36°10'49"	9.156'
C36	152.500'	8°41'49"	23.148'
C37	152.500'	8°02'27"	21.402'
C38	60.500'	0°00'39"	0.011'
C39	14.500'	27°29'42"	6.958'

LINE TABLE			
NO	BEARING	LENGTH	
L1	N00°20'41"W	125.807'	(M-M)
L2	N89°39'19"E	11.265'	
L3	N00°20'41"W	9.500'	
L4	N00°20'41"W	17.500'	
L5	N00°20'41"W	10.500'	
L6	N00°20'41"W	16.500'	
L7	N89°39'19"E	18.432'	
L8	N63°19'50"E	8.000'	
L9	N63°19'50"E	13.087'	
L10	N26°40'10"W	63.078'	(M-M)
L11	N26°40'10"W	5.150'	
L12	N43°09'56"E	8.474'	
L13	N71°30'24"E	41.729'	(M-M)
L14	N01°49'35"W	5.000'	
L15	N00°47'55"E	14.856'	
L16	N88°10'25"E	11.719'	
L17	N01°46'57"W	9.000'	
L18	N88°10'25"E	0.895'	

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

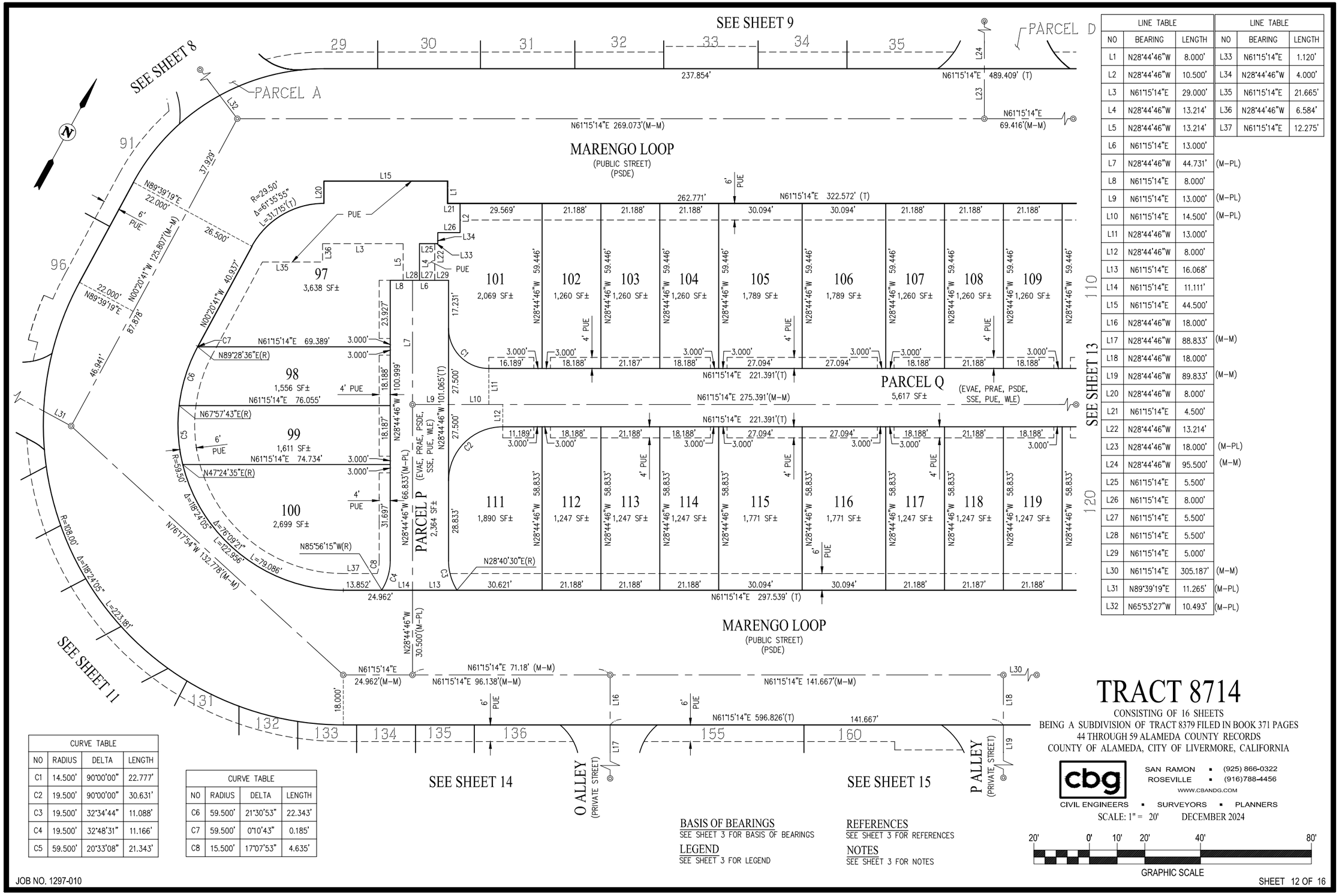
NOTES
SEE SHEET 3 FOR NOTES

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES 44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 20' DECEMBER 2024



LINE TABLE			LINE TABLE		
NO	BEARING	LENGTH	NO	BEARING	LENGTH
L1	N28°44'46"W	8.000'	L33	N61°15'14"E	1.120'
L2	N28°44'46"W	10.500'	L34	N28°44'46"W	4.000'
L3	N61°15'14"E	29.000'	L35	N61°15'14"E	21.665'
L4	N28°44'46"W	13.214'	L36	N28°44'46"W	6.584'
L5	N28°44'46"W	13.214'	L37	N61°15'14"E	12.275'
L6	N61°15'14"E	13.000'			
L7	N28°44'46"W	44.731' (M-PL)			
L8	N61°15'14"E	8.000'			
L9	N61°15'14"E	13.000' (M-PL)			
L10	N61°15'14"E	14.500' (M-PL)			
L11	N28°44'46"W	13.000'			
L12	N28°44'46"W	8.000'			
L13	N61°15'14"E	16.068'			
L14	N61°15'14"E	11.111'			
L15	N61°15'14"E	44.500'			
L16	N28°44'46"W	18.000'			
L17	N28°44'46"W	88.833' (M-M)			
L18	N28°44'46"W	18.000'			
L19	N28°44'46"W	89.833' (M-M)			
L20	N28°44'46"W	8.000'			
L21	N61°15'14"E	4.500'			
L22	N28°44'46"W	13.214'			
L23	N28°44'46"W	18.000' (M-PL)			
L24	N28°44'46"W	95.500' (M-M)			
L25	N61°15'14"E	5.500'			
L26	N61°15'14"E	8.000'			
L27	N61°15'14"E	5.500'			
L28	N61°15'14"E	5.500'			
L29	N61°15'14"E	5.000'			
L30	N61°15'14"E	305.187' (M-M)			
L31	N89°39'19"E	11.265' (M-PL)			
L32	N65°53'27"W	10.493' (M-PL)			

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	14.500'	90°00'00"	22.777'
C2	19.500'	90°00'00"	30.631'
C3	19.500'	32°34'44"	11.088'
C4	19.500'	32°48'31"	11.166'
C5	59.500'	20°33'08"	21.343'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C6	59.500'	21°30'53"	22.343'
C7	59.500'	0°10'43"	0.185'
C8	15.500'	17°07'53"	4.635'

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES 44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 20' DECEMBER 2024

20' 0' 10' 20' 40' 80'
GRAPHIC SCALE

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

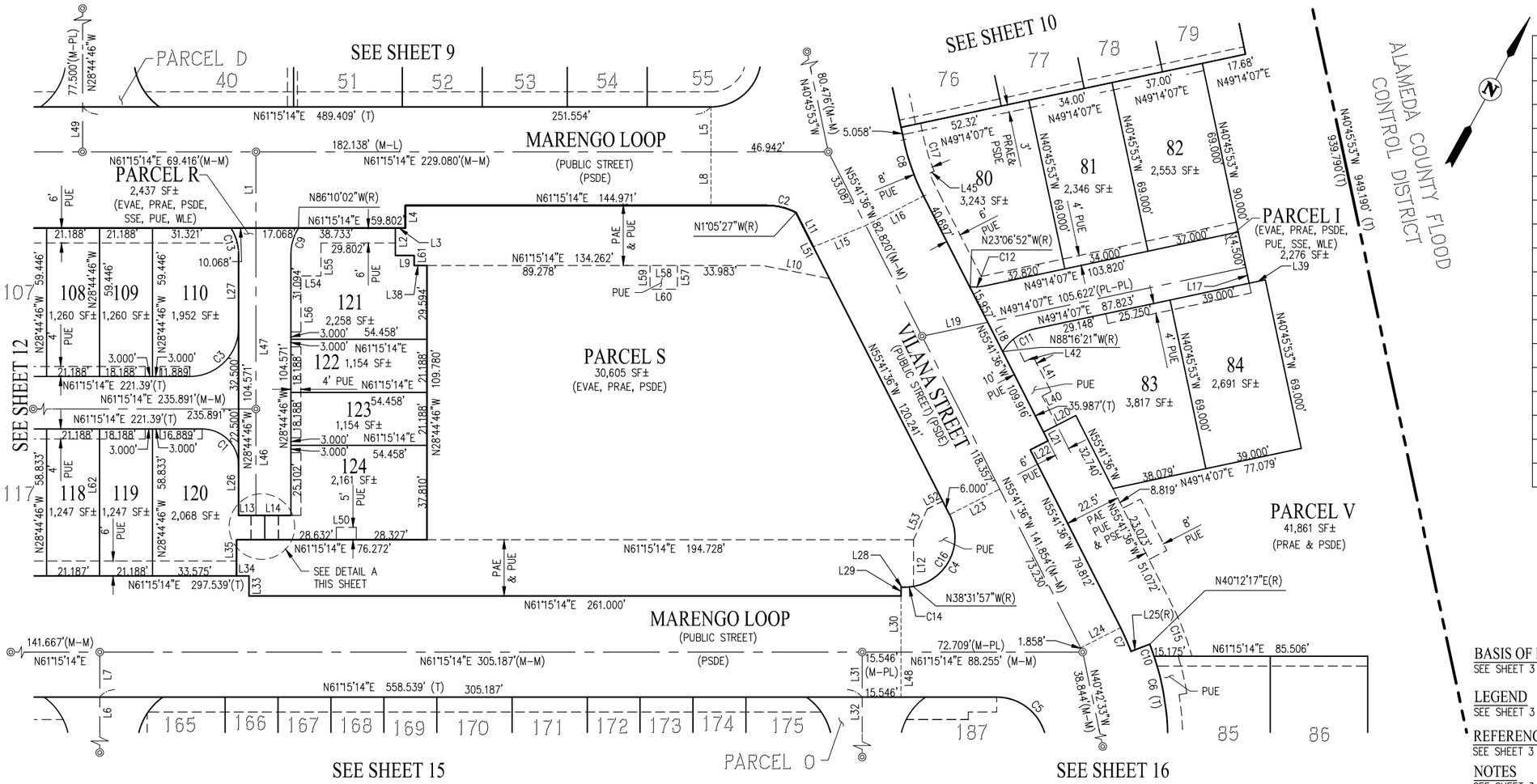
LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

JOB NO. 1297-010

SHEET 12 OF 16



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	14.500'	90°00'00"	22.777'
C2	24.500'	27°39'19"	11.826'
C3	19.500'	90°00'00"	30.631'
C4	20.000'	116°56'50"	40.822'
C5	20.000'	90°00'00"	31.416'
C6	108.500'	21°02'57"	39.861'
C7	100.500'	5°53'53"	10.346'
C8	92.000'	14°55'43"	23.971'
C9	19.500'	32°34'44"	11.088'
C10	108.500'	2°43'05"	5.147'
C11	19.500'	47°30'28"	16.169'
C12	19.500'	17°39'01"	6.007'
C13	19.500'	32°34'44"	11.088'
C14	20.000'	9°47'11"	3.416'
C15	123.000'	10°50'24"	23.271'
C16	20.000'	107°09'39"	37.406'
C17	84.000'	10°11'31"	14.942'

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

LINE TABLE			
NO	BEARING	LENGTH	
L1	N28°44'46"W	30.500'	(M-PL)
L2	N28°44'46"W	11.000'	
L3	N61°15'14"E	4.000'	
L4	N28°44'46"W	9.000'	
L5	N28°44'46"W	18.000'	
L6	N28°44'46"W	71.833'	(M-PL)
L7	N28°44'46"W	18.000'	(M-PL)
L8	N28°44'46"W	21.500'	
L9	N61°15'14"E	7.500'	
L10	N72°19'39"E	27.386'	

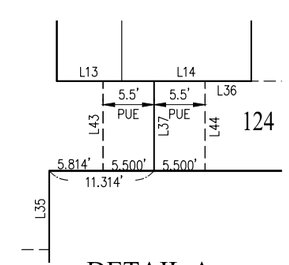
LINE TABLE			
NO	BEARING	LENGTH	
L11	N55°41'36"W	15.404'	
L12	N28°44'46"W	18.709'	
L13	N61°15'14"E	10.500'	
L14	N61°15'14"E	14.000'	
L15	N39°05'04"E	22.621'	
L16	N34°18'24"E	25.958'	
L17	N40°45'53"W	6.500'	
L18	N55°41'36"W	13.276'	
L19	N49°14'07"E	26.864'	(M-PL)
L20	N34°18'24"E	14.500'	
L21	N55°41'36"W	4.000'	
L22	N34°18'24"E	8.000'	

LINE TABLE			
NO	BEARING	LENGTH	
L23	N34°18'24"E	22.542'	
L24	N34°18'24"E	17.958'	
L25	N40°12'17"E	8.000'	
L26	N28°44'46"W	20.125'	
L27	N28°44'46"W	29.446'	
L28	N61°15'14"E	1.600'	
L29	N28°44'46"W	3.500'	
L30	N28°44'46"W	22.500'	
L31	N28°44'46"W	18.000'	
L32	N28°44'46"W	71.833'	(M-PL)
L33	N28°44'46"W	8.000'	
L34	N61°15'14"E	5.000'	

LINE TABLE			
NO	BEARING	LENGTH	
L35	N28°44'46"W	14.500'	
L36	N61°15'14"E	10.500'	
L37	N28°44'46"W	9.708'	
L38	N61°15'14"E	5.157'	
L39	N49°14'07"E	6.593'	
L40	N34°18'24"E	4.000'	
L41	N55°41'36"W	15.500'	
L42	N34°18'24"E	4.000'	
L43	N28°44'46"W	9.708'	
L44	N28°44'46"W	9.708'	
L45	N39°02'36"E	2.000'	
L46	N28°44'46"W	42.625'	(M-PL)

LINE TABLE			
NO	BEARING	LENGTH	
L47	N28°44'46"W	72.446'	(M-PL)
L48	N28°44'46"W	18.000'	
L49	N28°44'46"W	18.000'	(M-PL)
L50	N61°15'14"E	8.000'	
L51	N55°41'36"W	29.684'	
L52	N34°18'24"E	7.000'	
L53	N04°39'59"W	13.406'	
L54	N61°15'14"E	8.000'	
L55	N28°44'46"W	13.172'	
L56	N28°44'46"W	22.421'	
L57	N28°44'46"W	9.500'	
L58	N61°15'14"E	11.000'	

LINE TABLE		
NO	BEARING	LENGTH
L59	N28°44'46"W	9.500'
L60	N61°15'14"E	11.000'
L61	N28°44'46"W	4.000'
L62	N28°44'46"W	58.833'



DETAIL A
NOT TO SCALE

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES 44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

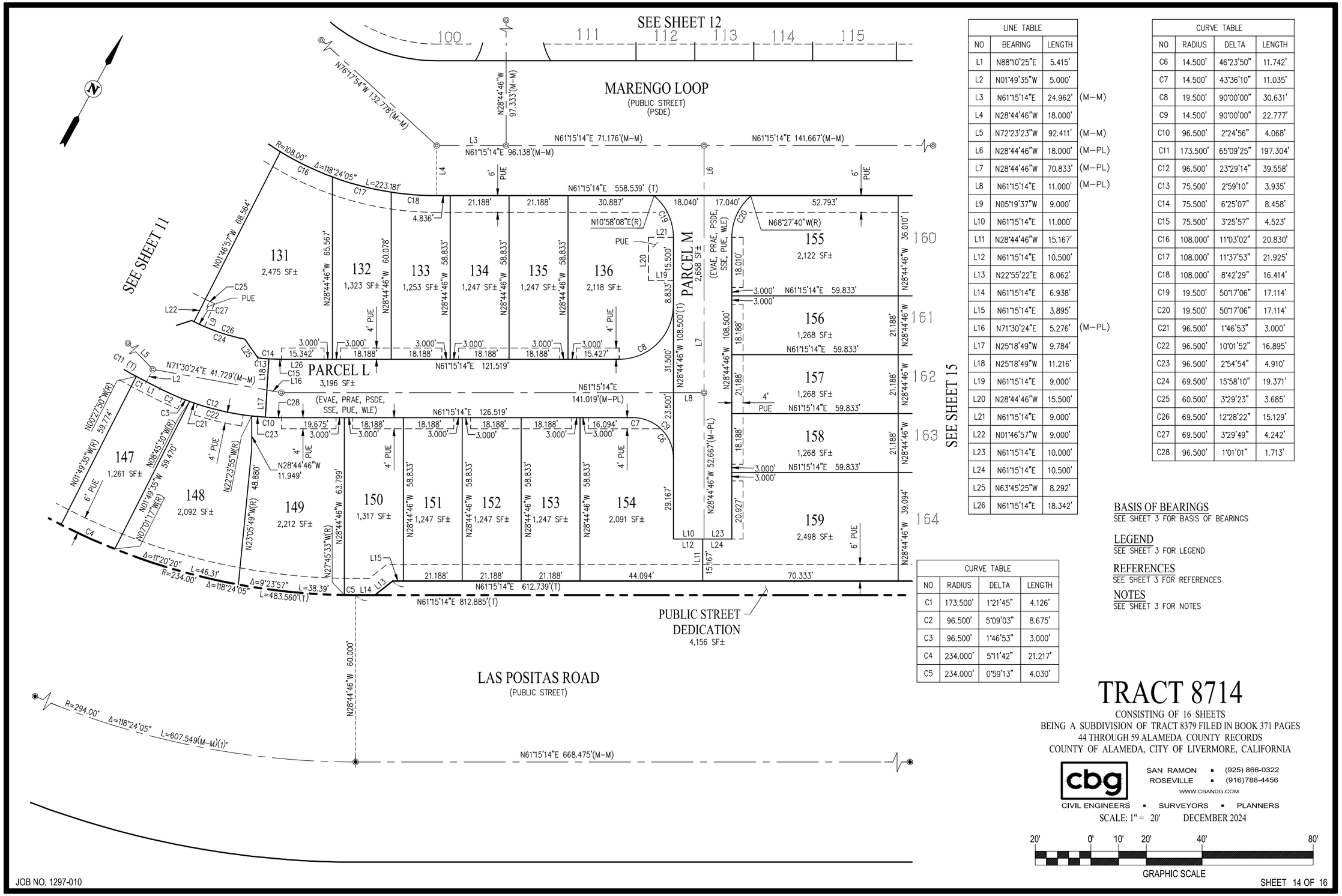
cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 30' DECEMBER 2024

30' 0' 15' 30' 60' 120'
GRAPHIC SCALE

JOB NO. 1297-010

SHEET 13 OF 16



LINE TABLE			
NO	BEARING	LENGTH	
L1	N88°10'25"E	5.415'	
L2	N01°49'35"W	5.000'	
L3	N61°15'14"E	24.962'	(M-M)
L4	N28°44'46"W	18.000'	
L5	N72°23'23"W	92.411'	(M-M)
L6	N28°44'46"W	18.000'	(M-PL)
L7	N28°44'46"W	70.833'	(M-PL)
L8	N61°15'14"E	11.000'	(M-PL)
L9	N05°19'37"W	9.000'	
L10	N61°15'14"E	11.000'	
L11	N28°44'46"W	15.167'	
L12	N61°15'14"E	10.500'	
L13	N22°55'22"E	8.062'	
L14	N61°15'14"E	6.938'	
L15	N61°15'14"E	3.895'	
L16	N71°30'24"E	5.276'	(M-PL)
L17	N25°18'49"W	9.784'	
L18	N25°18'49"W	11.216'	
L19	N61°15'14"E	9.000'	
L20	N28°44'46"W	15.500'	
L21	N61°15'14"E	9.000'	
L22	N01°46'57"W	9.000'	
L23	N61°15'14"E	10.000'	
L24	N61°15'14"E	10.500'	
L25	N63°45'25"W	8.292'	
L26	N61°15'14"E	18.342'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C6	14.500'	46°23'50"	11.742'
C7	14.500'	43°36'10"	11.035'
C8	19.500'	90°00'00"	30.631'
C9	14.500'	90°00'00"	22.777'
C10	96.500'	2°24'56"	4.068'
C11	173.500'	65°09'25"	197.304'
C12	96.500'	23°29'14"	39.558'
C13	75.500'	2°59'10"	3.935'
C14	75.500'	6°25'07"	8.458'
C15	75.500'	3°25'57"	4.523'
C16	108.000'	11°03'02"	20.830'
C17	108.000'	11°37'53"	21.925'
C18	108.000'	8°42'29"	16.414'
C19	19.500'	50°17'06"	17.114'
C20	19.500'	50°17'06"	17.114'
C21	96.500'	1°46'53"	3.000'
C22	96.500'	10°01'52"	16.895'
C23	96.500'	2°54'54"	4.910'
C24	69.500'	15°58'10"	19.371'
C25	60.500'	3°29'23"	3.685'
C26	69.500'	12°28'22"	15.129'
C27	69.500'	3°29'49"	4.242'
C28	96.500'	1°01'01"	1.713'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	173.500'	1°21'45"	4.126'
C2	96.500'	5°09'03"	8.675'
C3	96.500'	1°46'53"	3.000'
C4	234.000'	5°11'42"	21.217'
C5	234.000'	0°59'13"	4.030'

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES
44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

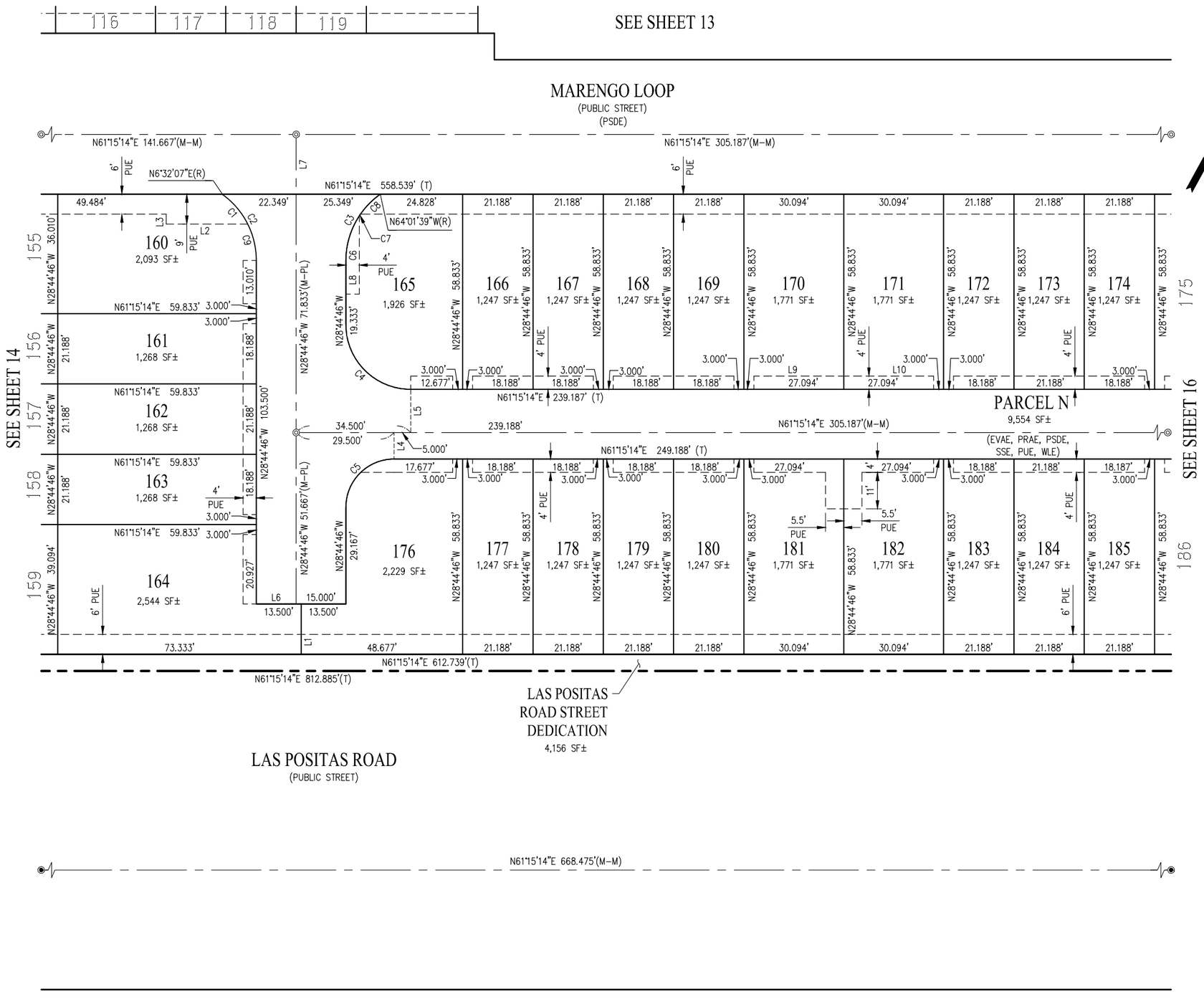
cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 20' DECEMBER 2024

20' 0' 10' 20' 40' 80'
GRAPHIC SCALE

JOB NO. 1297-010

SHEET 14 OF 16



LINE TABLE		
NO	BEARING	LENGTH
L1	N28°44'46"W	15.167'
L2	N61°15'14"E	24.573'
L3	N28°44'46"W	3.000'
L4	N28°44'46"W	8.000'
L5	N28°44'46"W	13.000'
L6	N61°15'14"E	12.000'
L7	N28°44'46"W	18.000'
L8	N28°44'46"W	10.093'
L9	N61°15'14"E	27.094'
L10	N61°15'14"E	27.094'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	24.500'	28°02'26"	11.990'
C2	24.500'	54°43'07"	23.398'
C3	24.500'	54°43'07"	23.398'
C4	19.500'	90°00'00"	30.631'
C5	14.500'	90°00'00"	22.777'
C6	24.500'	33°12'11"	14.198'
C7	24.500'	1°38'49"	0.704'
C8	24.500'	19°52'08"	8.496'
C9	24.500'	26°40'42"	11.408'

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES 44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

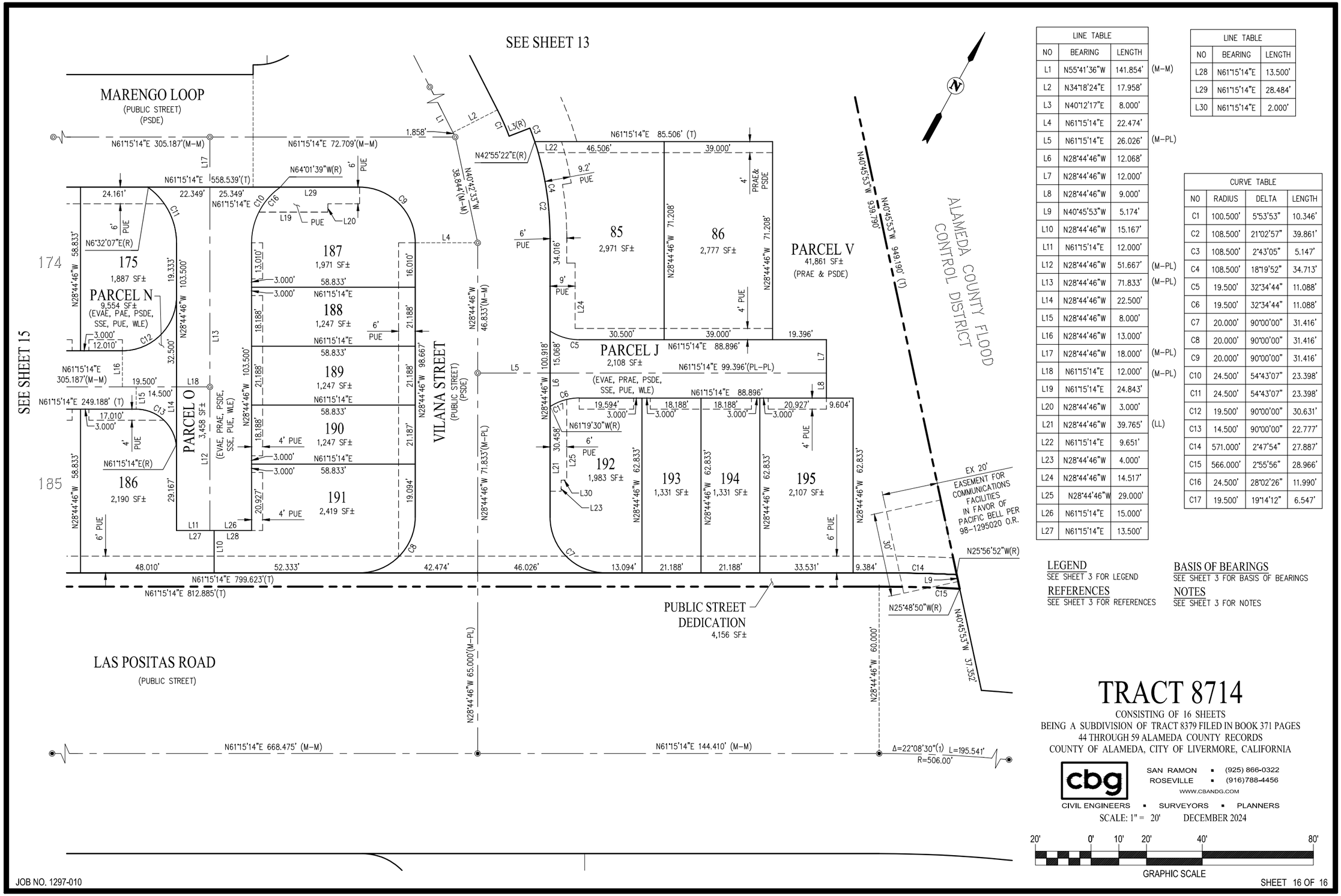
cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 20' DECEMBER 2024

20' 0' 10' 20' 40' 80'
GRAPHIC SCALE

JOB NO. 1297-010

SHEET 15 OF 16



LINE TABLE			
NO	BEARING	LENGTH	
L1	N55°41'36"W	141.854'	(M-M)
L2	N34°18'24"E	17.958'	
L3	N40°12'17"E	8.000'	
L4	N61°15'14"E	22.474'	
L5	N61°15'14"E	26.026'	(M-PL)
L6	N28°44'46"W	12.068'	
L7	N28°44'46"W	12.000'	
L8	N28°44'46"W	9.000'	
L9	N40°45'53"W	5.174'	
L10	N28°44'46"W	15.167'	
L11	N61°15'14"E	12.000'	
L12	N28°44'46"W	51.667'	(M-PL)
L13	N28°44'46"W	71.833'	(M-PL)
L14	N28°44'46"W	22.500'	
L15	N28°44'46"W	8.000'	
L16	N28°44'46"W	13.000'	
L17	N28°44'46"W	18.000'	(M-PL)
L18	N61°15'14"E	12.000'	(M-PL)
L19	N61°15'14"E	24.843'	
L20	N28°44'46"W	3.000'	
L21	N28°44'46"W	39.765'	(LL)
L22	N61°15'14"E	9.651'	
L23	N28°44'46"W	4.000'	
L24	N28°44'46"W	14.517'	
L25	N28°44'46"W	29.000'	
L26	N61°15'14"E	15.000'	
L27	N61°15'14"E	13.500'	

LINE TABLE		
NO	BEARING	LENGTH
L28	N61°15'14"E	13.500'
L29	N61°15'14"E	28.484'
L30	N61°15'14"E	2.000'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	100.500'	5°53'53"	10.346'
C2	108.500'	21°02'57"	39.861'
C3	108.500'	2°43'05"	5.147'
C4	108.500'	18°19'52"	34.713'
C5	19.500'	32°34'44"	11.088'
C6	19.500'	32°34'44"	11.088'
C7	20.000'	90°00'00"	31.416'
C8	20.000'	90°00'00"	31.416'
C9	20.000'	90°00'00"	31.416'
C10	24.500'	54°43'07"	23.398'
C11	24.500'	54°43'07"	23.398'
C12	19.500'	90°00'00"	30.631'
C13	14.500'	90°00'00"	22.777'
C14	571.000'	2°47'54"	27.887'
C15	566.000'	2°55'56"	28.966'
C16	24.500'	28°02'26"	11.990'
C17	19.500'	19°14'12"	6.547'

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8714

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF TRACT 8379 FILED IN BOOK 371 PAGES
44 THROUGH 59 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

SCALE: 1" = 20' DECEMBER 2024

20' 0' 10' 20' 40' 80'
GRAPHIC SCALE

JOB NO. 1297-010

SHEET 16 OF 16

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 S. Livermore Avenue
Livermore, California 94550

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is entered into by and between TH Arroyo Vista LLC, a California limited liability compnay ("Developer") and the City of Livermore, a municipal corporation ("City").

RECITALS

A. Developer is the owner of real property located within the corporate limits of the City of Livermore. On February 12, 2024, the City Council of the City of Livermore adopted Resolution No. 2024-017, approving Final Tract Map 8379 and authorizing the execution of a Subdivision Improvement Agreement. Tract Map 8379 was recorded under Series No. 2024043352, dated April 2, 2024, Official Records of Alameda County, California. The Subdivision Improvement Agreement was executed on March 6, 2024, as was recorded under Series No. 2024043353, dated April 2, 2024, Official Records of Alameda County, California ("Original Agreement").

B. Pursuant to the Original Agreement, Developer commenced construction of the required public and private improvements, and the Developer, through its representatives, has constructed approximately seventy-five percent of the improvements. Since commencing construction, the Developer has requested certain modifications to the project that require associated revisions to Final Tract Map 8379, including, without limitation, the widening of certain private alleys to allow for emergency vehicle access.

C. To reflect change to Final Tract Map 8379, Developer has presented to the City Council of the City of Livermore a new proposed final map, Tract Map No. 8714 recorded under Series No. , dated , Official Records of Alameda County, California (also known as "Final Map," "Subdivision" and/or "Property"). Developer proposes to do and perform certain improvements on said real property as set forth in this Agreement.

D. The City requires that the proposed improvements will be done in a good workmanlike manner and in accordance with the laws and standards now in force and effect in the City, the terms and conditions of which are incorporated herein by reference.

E. Developer acknowledges the pertinent laws, rules, and regulations contained in the Livermore Development Code Part 10 Subdivisions and in the Subdivision Map Act (Government Code sections 66410 to 66500) and agrees to comply therewith.

F. A Final Map of the subdivision, prepared in accordance with the Livermore

Development Code Part 10 Subdivisions, has been filed by Developer with the City for approval by the City Council.

G. The City requires, as a condition precedent to the acceptance and approval of the map, the dedication of streets, highways, public utility easements, emergency vehicle access easements, public access easements and public ways shown on the map. In addition, the City requires improvement of the highways, and public ways by the construction and installation of grading, paving, curbs, gutters, sidewalks, storm drains, sanitary sewers, street name signs, survey monuments, water pipes and mains, fire hydrants and installation of certain work as described below, and all appurtenances thereto.

H. Developer has asked the City to accept the dedication of the public improvements and street or streets shown on the map and approve the map. Public improvements have not yet been completed according to the requirements of the map and the City. As consideration for the acceptance of the Final Map and offer of dedication, the parties desire to establish an agreement binding Developer to complete improvements prior to occupancy of the development in accordance with the terms of this Agreement.

I. F. This Agreement is intended to supersede and replace the Original Agreement and reflect the new Final Map (as defined herein), but in no way limits the protections afforded to the City under the Original Agreement, which continue to remain in full force and effect.

AGREEMENT

NOW, THEREFORE, the City and Developer hereby agree that the aforementioned recitals are true and correct and in consideration of the approval and acceptance of the Final Map by the City Council and the acceptance of easements offered for dedication for street, utility, and for public purposes, and the covenants herein contained, the parties mutually agree as follows:

1. Definition and Ownership of Improvements. The term "Improvements" means public and private improvements, and on-site and off-site improvements, and includes, but is not limited to, grading, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, streetlights, survey monuments, and all other required facilities as shown in detail upon the plans, profiles and specifications which have been prepared by Developer subject to approval by the City Engineer. No work on the Improvements shall be commenced until plans and/or profiles have been submitted, approved and permitted by the City Engineer. All required public improvements, as identified in the plans, profiles and specifications, constructed or installed pursuant to this Agreement shall become the sole exclusive property of the City, without payment therefore, upon acceptance of the public improvements.

2. Approval of Map. The City approves the subdivision of Tract No. 8714, also known as Arroyo Vista - West , and agrees to accept the dedication of the related public improvements for future maintenance.

3. Construction of Subdivision Improvements. Developer agrees to design, construct, and install, at its own expense, all of the Improvements for the Property as described in the Engineering Considerations at Exhibit "A", attached and incorporated herein by this reference, in strict accordance with all specifications, plans, and applicable City standards, and to the satisfaction of the City Engineer. The work shall be performed, and all materials and labor shall be provided, at Developer's sole cost and expense. Developer has provided detailed improvement plans for all on-site and off-site improvements required by the Engineering

Considerations at Exhibit "A". All required Improvements shall be constructed in accordance with the approved improvement plans (dated May 2025, sheets 1-233) and current City standard specifications and details all of which are on file in the office of the City Engineer. Developer's obligation to complete the Improvements is separate and independent of any obligation of the City contained herein, and is not conditioned on the sale of any lots or Improvements within the Property.

4. **Special Conditions.** Developer shall comply with the special conditions as follows:

(a) Developer shall enter into a Stormwater Operations and Maintenance Agreement with the City for the purposes of maintaining the on-site stormwater devices which shall be recorded prior to the issuance of the 1st building permit for a residential dwelling unit other than a model home for the project.

(b) In order to provide additional public benefits, Developer shall make the following payments to the City: $258,900.00 prior to recordation of the first Final Map; $258,900.00 prior to the issuance of the 100th building permit for the project; and $258,900.00 prior to the issuance of the 300th building permit for the project (together, the "Pedestrian/Bicycle Contributions"). Payments are subject to an annual cost escalator based on Bay Area Construction Cost Index starting on July 24, 2018.

(c) The traffic signal at Vilana Street/Contractors Street/Las Positas Road shall be operational at least 7 days prior to Vilana Street being open to traffic but no later than the issuance of the 100th building permit for a residential dwelling unit other than a model home for the project. The traffic signal at Arroyo Vista/Las Positas Road shall be operational 7 days prior to issuance of the 100th building permit for a residential dwelling unit other than a model home for the project.

(d) The project shall comply with the public art requirements set forth in Chapter 12.51 of the Livermore Municipal Code. Pursuant to Chapter 12.51, the Developer intends to pay the in-lieu fee instead of providing the public art per the Livermore Municipal Code prior to the issuance of the 1st building permit.

(e) Developer shall provide final signed Joint Trench Plans, which shall be approved and signed by PG&E, prior to issuance of the 1st building permit for the project.

5. **Time for Completion.** All Improvements shall be complete and ready for acceptance by the City Council, as determined by the City Engineer, prior to the occupancy of the first residential dwelling unit other than a model home but in any event no later than one year after the recording of the Final Map, except those Improvements for which another completion date is stated in Exhibit "A" or Section 4, *Special Conditions*, of this Agreement, if applicable.

6. **Permits, Licenses, and Compliance with the Law.** Developer shall, at Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the work specified in this Agreement. Developer shall also comply with all local, state, and federal laws, ordinances, rules, and regulations whether or not said laws are expressly stated in this Agreement.

7. **Developer's Obligation to Warn Public During Construction.** Until recordation of the Resolution of Acceptance, Developer shall give good and adequate warning to the public of any unsafe condition of the public improvements and shall take reasonable actions to protect the public from such condition. Until recordation of the Resolution of Acceptance, Developer shall

provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Developer's operations and/or construction of the hours, dates and duration of any planned construction activities.

8. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Resolution of Acceptance of the public improvements, Developer assumes responsibility for the care and maintenance of, and any damage to, the public improvements. Developer shall replace or repair all public improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless of whether resulting from the acts of Developer, prior to the recordation of the Resolution of Acceptance. Developer shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or public improvements prior to recordation of the Resolution of Acceptance of the work or improvements.

9. Acceptance by City. The City shall accept for maintenance the on-site and off-site public improvements required by this Agreement after City has determined Developer has caused all Improvements to have been made in accordance with the requirements of Section 3, *Construction of Subdivision Improvements*, of this Agreement. All on-site and off-site public improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

10. Continued Maintenance for One Year. Developer shall maintain all improvements required by this Agreement, as outlined in Section 3, *Construction of Subdivision Improvements*, of this Agreement, for one year following the completion by Developer and acceptance of the improvements by the City Council. All public improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

11. Inspection by City. All work done by Developer shall be inspected by an inspector employed by the City at the cost and expense of Developer. Developer shall pay the City, on demand, the cost of the inspection in accordance with City ordinances. In order to permit the City to inspect the work, Developer shall provide to the City proper and safe access to the project site at all times, and to all portions of the work, and to all shops wherein portions of the work are in preparation.

12. Existing Utilities. Any relocation or modification of existing utilities or public improvements necessary to construct the Improvements shall be the sole responsibility and obligation of Developer. The City shall not be responsible for any relocation or modification of existing utilities or public improvements.

13. Continuous Work. After commencement of construction of the Improvements (or separate portion thereof), Developer shall cause such work to be diligently pursued to completion and shall not abandon the work for a consecutive period of more than thirty (30) calendar days, events of Force Majeure, as defined in Section 27 of this Agreement, excepted.

14. Payment of Outstanding Fees. Prior to acceptance of the on-site and off-site public improvements for permanent maintenance by the City, Developer shall pay all outstanding fees

that are due in accordance with City ordinances, the Livermore Municipal Code, the Livermore Development Code, and this Agreement. In the event the fees are not paid within one year of the date of execution of this Agreement, Developer shall pay interest at seven percent (7%) per annum from that date until the fees are paid, whether or not any conditions of this Agreement are extended or modified.

15. Reversion to Acreage. If Developer fails to perform its obligations under this Agreement, Developer consents to the reversion to acreage of the land which is the subject of this Agreement pursuant to Government Code section 66499.16, et seq. and to bear all applicable costs.

16. Property Acquisition. If Developer is unable to acquire property required for the construction of Improvements, Developer agrees to execute an agreement drafted by the City enabling the City to provide for acquisition through eminent domain.

17. Bonds Required. Developer shall provide to the City surety bonds of a form satisfactory to the City Attorney issued by a company authorized to issue surety bonds in the State of California as follows:

(a) The face amount of the bond has been established based on the City Engineer's estimate of the total cost to perform Developer's obligations under this Agreement, plus a reasonable contingency. The bond may be called for failure to comply with the provisions of this Agreement in whole or in part according to the terms of the bond. The bond will not be released until there has been full compliance with this Agreement and the Improvements have been inspected and accepted by the City in full compliance with the approved improvement plans. At the discretion of the City Engineer, the amount of the faithful performance bond may be reduced, based on the amount of work completed on the Improvements. If a partial release of the faithful performance bond is approved, this Agreement shall be amended in accordance with Section 34, *Modifications,* of this Agreement to reflect the reduced bond amount, and a new faithful performance bond shall be provided to the City. Any complete or partial release of the security required by this Agreement shall comply with the applicable requirements of Government Code sections 66499.7 and 66499.8 and Livermore Development Code section 10.05.080, as amended from time to time.

(b) At the time of signing this Agreement, the following bonds shall be provided:

i. A faithful performance bond in the amount of 100 percent of the total estimated public and private improvement construction costs as shown on the improvement plans, or $19,312,919 to secure faithful performance of this Agreement by Developer.

ii. A labor and materials bond in the amount of fifty percent of the estimated public and private improvement construction costs as shown on the improvement plans, or $9,656,460 to secure payment by Developer of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

(c) At the time of signing this Agreement, Developer shall also provide a warranty bond for maintenance in the amount of fifteen percent of the total estimated public and private improvement construction costs as shown on the improvement plans, or $2,896,938 to secure performance of Section 10, *Continued Maintenance for One Year*, of this Agreement. This bond shall remain in effect for one (1) year after the date of acceptance by the City Council of

the improvements required by this Agreement.

18. Alternate Security. In lieu of the bonds required by Section 17, *Bonds Required*, of this Agreement, alternative security in the form outlined by City ordinance, compliant with the Government Code, and approved by the City Attorney may be provided.

19. Reporting Damages. If any damage (including personal injury, death, or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City's Risk Management Division by telephone at (925) 960-4172, and Developer shall promptly submit to the City's Risk Manager a written report, in a form acceptable to the City, with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property, if any); (b) the name(s) and address(es) of witnesses; and (c) the name(s) and address(es) of any potential insurance companies.

20. Default. Default by Developer shall include, but not be limited to:

(a) Developer's failure to timely complete construction of the Improvements;

(b) Developer's failure to perform substantial construction work for a period of 30 consecutive calendar days after commencement of the work;

(c) Developer's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Developer fails to discharge within 30 calendar days;

(d) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or

(e) Developer's failure to perform any other obligation under this Agreement.

21. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Developer's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Developer. The City's right to draw upon or use the security is in addition to any other remedy available to the City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the Improvements and, therefore, the City's damages for Developer's default shall be measured by the cost of completing the required Improvements. The City may use the sums provided by the securities for the completion of the Improvements in accordance with the plans.

In the event Developer fails to cure any default under this Agreement within 20 business days after the City mails a notice of such default to Developer and Developer's surety, Developer authorizes the City to perform the obligation for which Developer is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Improvements, by contract or by any other method the City deems appropriate, at the expense of Developer. In such event, the City, without liability for doing so, may complete the Improvements using any of Developer's materials, appliances, plans, and other property that are at the work site and that are necessary to complete the Improvements.

22. Indemnification. To the fullest extent permitted by law, Developer agrees to protect and

shall hold harmless, indemnify and defend with counsel acceptable to the City, the City, and its elected and appointed officials, officers, directors, boards and commissions, employees, agents, and designated volunteers (hereinafter collectively "Indemnified Parties") from and against any and all claims, demands, causes of action, liability, loss, damages, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) of any nature or sort, because of, or arising out of the acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement, including all claims, demands, causes of action, liability, loss, damages, expenses, and costs because of, or arising out of, in whole or in part, the design, construction, and installation of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design, construction, or installation of said Subdivision and the Improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets, and other public improvements. Acceptance by the City of the improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. This indemnification and agreement to hold harmless shall not extend to such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the City, its officials, boards, commissions, agents, and employees. The Indemnified Parties shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer and its agents, employees, contractors and subcontractors in the performance of this Agreement.

23. Assignment. Developer's obligations under this Agreement are and shall remain the personal obligations of Developer notwithstanding a transfer of all or any part of the property within the subdivision subject to this Agreement. Neither this Agreement nor any of the rights and obligations of Developer hereunder shall be assigned or transferred, in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

24. Developer Not Agent of the City. Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents or contractors of the City in connection with the performance of Developer's obligations under this Agreement.

25. Notice. Unless otherwise specified in this Agreement, Developer agrees to provide written notice to the City, within ten (10) calendar days of the occurrence of:

i. A change of name, corporate identity, or address of Developer or its contractor(s);

ii. Intent to transfer or a transfer of title to the Property by deed, contract, or operation of law;

iii. The foreclosure of a lien against the Property or a portion of the Property;

iv. The filing of a voluntary or involuntary petition of bankruptcy respecting Developer and/or its contractor(s); and

v. Any other event that may affect performance of the parties under this Agreement.

Notices under this Agreement must be delivered to the addresses below by deposit in United States mail or by overnight delivery service, with postage prepaid and delivery confirmation. Notices are effective on the date of deposit in the United States mail or on the date tendered to the overnight delivery service.

TO CITY: City of Livermore
City Engineer
1052 S. Livermore Avenue
Livermore, CA 94550

TO DEVELOPER:
Tony Bosowski
Authorized Agent
TH Arroyo Vista LLC
3001 Bishop Drive, Suite 100
San Ramon, CA 94583

26. Non-Discrimination. The City and Developer shall comply with all provisions and requirements of federal, State, and local non-discrimination laws, regulations and policies. During the performance of this Agreement, the parties shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin.

27. Force Majeure. Developer's time for completion of the Improvements shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Developer, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, and required changes to the scope of work required by the City; provided however, that the period of any enforced delay shall not include any period longer than five (5) business days prior to the City's receipt of a written notice from Developer or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims for Force Majeure and the City Engineer's decision shall be final.

28. Insurance Required. Developer shall procure and maintain insurance for the duration of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Developer, its agents, representatives, employees, or subcontractors.

29. Participation in Benefit Districts. Developer shall participate in all Benefit Districts formed by the City prior to the execution of this Agreement and shall pay the pro rata fee due the City under the terms of Benefit District(s) as applied to the real property covered by this Agreement.

30. Attorney's Fees to Prevailing Party. If any action at law or in equity, including an action for declaratory relief, is brought to challenge, enforce, or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, in addition to any other relief to which it may be entitled.

31. Developer Obligations to Pay City Expenses to Defend Agreement. If the City chooses to defend any third party claim or suit challenging any action taken by the City with regard to any procedure or aspect of this Agreement, including the environmental review process for the project, the Developer agrees to reimburse the City for attorneys' fees, expert witness fees, and other costs that the City may incur in connection with its retention of outside counsel, and for any

award of court costs or fees against the City. The City has the right to choose and retain such legal counsel, as the City deems appropriate. After expenses reach $100,000 and for each $100,000 thereafter, the parties will confer to review the status of the litigation and their options for proceeding or settling, and they will negotiate in good faith regarding the allocation of expenses among the parties.

32. Agreement Binds Successors. This Agreement pertains to and runs with the land benefited by the privileges it grants and binds the successors in interest of the parties to this Agreement. This Agreement shall be recorded in the Official Records of Alameda County.

33. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

34. Modifications. This Agreement may not be modified unless by written instrument that is both: (1) approved by the City Council of the City of Livermore; and (2) signed by the authorized representatives of both parties.

35. Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

36. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement.

37. Original Agreement. This Agreement is intended to supersede and replace the Original Agreement and to reflect the new Final Map (as defined herein), but in no way limits the protections afforded to the City under the Original Agreement, which continue to remain in full force and effect.

****

Signatures and Attachment List on the Next Page

DEVELOPER:
TH Arroyo Vista LLC,
a California Limited Liability Company

Dated:

06/19/2025

By: Tony Bosowski
Title: Authorized Agent

Mailing Address:
3001 Bishop Dr., Ste.100
San Ramon, CA 94583

(ALL SIGNATURES MUST BE NOTARIZED)

CITY OF LIVERMORE,
a municipal corporation

Dated:

John Marchand
MAYOR

ATTEST:

Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

Molly A. O'Toole
Assistant City Attorney

Attachments:
Exhibit A – Engineering Considerations
Exhibit B – Insurance Requirements

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On June 19, 2025 before me, Trevor Brown, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NRO1 TREVOR BROWN
COMM. #2446854
Notary Public - California
Contra Costa County
My Comm. Expires May 13, 2027 NRO1

Signature _____ (Seal)

DATE: May 29, 2017
Revised by Staff 7-24-17

ENGINEERING CONSIDERATIONS - EXHIBIT "A"
(Subject to revision prior to final approval
by Planning Commission and City Council)

TENTATIVE TRACT: 8379 (SUB16-010)

LOCATION: Las Positas Road and Bennett Drive

APPLICANT: Summerhill Homes

Note: Special conditions are shown in standard type. Standard conditions that apply to this project are shown in italics. In addition, standard conditions of approval for this project are listed in Section II of the Development Plan Check and Procedures Manual.

1. DEFINITIONS

For the purpose of this agreement, the following words shall have the meanings respectively ascribed to them by this section:

Developer:	*Person(s) or Corporation(s) signing final map(s) and subdivision agreement(s)*
Improvement Plans:	*Construction drawings for required public and private improvements*
Services:	*Utility lateral, or any portions of a conduit cable or duct, between a utility distribution line and the site it serves*
Project:	*The work to be performed by Developer*

2. VESTING TENTATIVE MAP

Approval or conditional approval of this vesting tentative map shall not limit the City Engineer's ability to require workable designs on future grading and improvement plans based upon these Engineering Considerations and the City's standard engineering specifications and details. The following are requirements of the final maps:

a. These conditions are consistent with the Agreement, dated May 26, 1992, between Joseph Pell and Eda Pell Revocable Trust dated August 18, 1989, Joseph Pell and Edna Pell trustees and the City of Livermore (Pell Agreement).
b. Development Agreement, DA17-002, provides additional conditions that must be met for this development.
c. The project shall be phased with 2 final maps as indicated on the vesting tentative map

phasing plan.

d. The City will vacate and quitclaim Lot 6 of Parcel Map 6986 back to the property owner of this development per the requirements noted in the owners statement of Parcel Map 6986.
e. The City will Quitclaim existing Public Utility Easements along project frontages of Bennett Drive, Arroyo Vista and Las Positas Road.
f. The City will coordinate with the Developer to amend the City's license agreement with Alameda County Zone 7 for the maintenance of the proposed trail improvements along the Alameda County Zone 7 Channel Property between Arroyo Vista and Las Positas Road. The Developer shall obtain an encroachment permit from Alameda County Zone 7 for the construction of the trail improvements.
g. The developer shall dedicate a 4-foot right-of-way easement along the project frontage of Arroyo Vista for frontage improvements that are required in addition to the right-of-way.
h. The Developer shall dedicate a 4.5-foot right-of-way easement along the project frontage of Bennett Drive for frontage improvements that are required to be located in the right-of-way.
i. The developer shall dedicate a minimum of a 5-foot wide Public Utility Easement as required along the ultimate right-of-way of Las Positas Road, Arroyo Vista, and Bennett Drive. The actual location and length of the public utility easements shall be determined during the design and final map approval.
j. The Developer shall dedicate a 39 to 48.5-foot right-of-way easement for proposed public streets A, B, X, Y, and Z.
k. The developer shall dedicate Public Utility, Public Sewer, Public Water, and Emergency Vehicle Access Easements over proposed private parcels A-Z and AA-NN.
l. The Developer shall dedicate Private Storm Drain and Private Access Easements over proposed private parcels A-Z and AA-NN.
m. The developer shall construct a pedestrian bridge across the Arroyo Seco Channel, owned by Alameda County Zone 7, between the proposed east and west developments of this project **no later than the issuance of the 240th building permit.** The Developer shall acquire an aerial easement and an encroachment permit for the construction, access and maintenance of the bridge on and across the Alameda County Zone 7 channel property.
n. The Developer shall install ADA ramps at all new street intersections constructed with this development.
o. The maintenance of private infrastructure within public streets including but not limited to the private fire service water main and private storm drain system will require the HOA to acquire an encroachment permit from the City. The HOA will be responsible making any required repairs per City standards including patching and resurfacing of the public roadway as required by the City Engineer.

3. GENERAL

The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

All required improvements shall be constructed prior to occupancy of the new residential units on this site.

A. IMPROVEMENT PLANS - Exhibit A-1

An engineered improvement plan shall be prepared by the Developer for approval by the City's Departments (including the Community Development, Public Services, Fire, and Police Department), which shall include, but not necessarily be limited to, existing site conditions, dedications, grading plans, street design and grades, curb, gutter, sidewalk and driveway grades, and type, size and location of all public works improvements as herein required. Approval of this tentative map does not constitute approval of the details shown thereon. If there is any conflict between the tentative map and these Engineering Considerations, the Engineering Considerations shall govern.

B. STANDARDS FOR IMPROVEMENT PLANS AND MAPS

All improvement plans and maps shall conform to the following City of Livermore documents except as modified by these engineering considerations:

1. *City of Livermore Standard Specifications and Details*
2. *Development Plan Check and Procedures Manual*

Completed final map and improvement plan checklists from the manual entitled "City of Livermore, Development Plan Check and Procedures Manual" shall be submitted with the first plan check submittal for each phase.

C. STANDARD CONDITIONS OF APPROVAL IN THE DEVELOPMENT PLAN CHECK AND PROCEDURES MANUAL

All of the standard conditions of approval for subdivisions and major projects as listed in Part II of the City of Livermore Development Plan Check and Procedures Manual apply except for the following: A-4, B-7, B-8, B-14, B-16, K-1, K-2, & K-3.

D. WORK IN OTHER JURISDICTIONS

The Developer is responsible for obtaining permits and approvals for construction work and property acquisition that are required by agencies other than the City of Livermore.

The proposed trail between Arroyo Vista and Las Positas Road is within the Alameda County Flood Control and Water Conservation District Zone 7 Property. The developer shall acquire all required easements and any agreements required to install and maintain the trail and proposed pedestrian bridge crossing that is within the Zone 7 property.

4. STREETS

A. SPECIFIC REQUIREMENTS:

The Developer shall offer easements and dedications for, and shall improve his share of the ultimate street widths for the following named streets in accordance with the City's General Plan:

Las Positas Road
Las Positas Road is a major roadway in the General Plan.

Per Section 11 (a) of the Pell Agreement, the Developer is not obligated at its expense to widen Las Positas Road, unless needed to serve the development. The traffic study for this development shows that Las Positas Road does not need to be widened as a result of this development, but it shows that signing and striping changes, and traffic signals are needed to provide safe access to this development. Therefore, the Developer will only be required to pay for modifications to Las Positas Road based on the current street width as noted below.

The existing street width of Las Positas Road at the intersection of Arroyo Vista is 96 feet from face of curb to face of curb from Lot 1 to Lot 2. It then varies and tapers down to 48 feet from face of curb to face of curb from Lot 3 to Lot 8. Las Positas Road is 48' from face of curb to face of curb from Lot 8 to Lot 343. From Lot 343 to Bennet Drive the street widens to 84 feet from face of curb to face of curb.

The developer shall widen Las Positas Road to accommodate a buffered bike lane. See Development Agreement, DA17-02.

From Arroyo Vista to Lot 8, the Developer shall modify the striping to relocate the left turn lane and provide a longer transition for the southbound lane drop as approved by the City Engineer.

From Lot 8 to lot 154 the Developer shall restripe the roadway to include a two way left turn lane in the center. See DA17-02 for roadway cross section.

From lot 154 to Lot 343 the Developer shall stripe a median with 110' turn left lanes and 120' tapers at the A Street-Contractors Street intersection. See DA17-02 for roadway cross section.

The developer shall provide new striping from Lot 343 to Bennett Drive as generally shown on the Vesting Tentative Map approved by the City Engineer, including dedicated 110' left turn lanes with 120' tapers into X Street and the driveway entry of the Arroyo/Livermore Business Park.

The Developer shall widen Las Positas Road to install a new bus turn out with a bus shelter on the north side of Las Positas Road approximately 120 feet west of the entry into proposed Street "A". The Developer shall provide pedestrian access from the development and homes fronting Las Positas Road to the bus turn out.

The Developer shall provide a 5-foot wide sidewalk located in the ultimate location to align with the future widening of Las Positas Road as indicated on Tentative Map sheets TM-3 & TM-4.

The developer shall slurry seal the full width of Las Positas Road from Arroyo Vista to Bennett Drive prior to restriping.

Bennett Drive
Bennett Drive is an existing industrial roadway with a proposed 64.5-foot right of way and a street

width of 48 feet from face of curb to face of curb. Within this right-of-way the developer shall install a new curb and gutter, a 4.5-foot to 5-foot wide planter strip and a 5 foot wide separated sidewalk along the project frontage.

The Developer shall remove and/or modify no parking signs along ~~the west and south side of~~ Bennett Drive ~~along the project frontage~~ as approved by the City Engineer. **A final parking plan will be reviewed and approved by the City Engineer at the time of final map. Revised by Staff 7-24-17**

The developer shall install a new ADA ramp at the northwest corner of Bennett Drive/Las Positas Road intersection.

The developer shall slurry seal the full width of Bennett Drive from the northern most boundary of this project to Las Positas Road.

Arroyo Vista

Arroyo Vista is an existing industrial roadway with a proposed 64-foot right of way and a street width of 48 feet from face of curb to face of curb. Within this right-of-way the developer shall install new curb and gutter, a 5 foot wide planter strip and a 5 foot wide separated sidewalk along the project frontage.

The Developer shall remove and/or modify no parking signs along ~~the south side of~~ Arroyo Vista ~~along the project frontage~~ as approved by the City Engineer**. A final parking plan will be reviewed and approved by the City Engineer at the time of final map. (Revised by Staff 7-24-17)**

The developer shall install a new ADA ramp at the southeast corner of Arroyo Vista at Las Positas Road.

The Developer shall install a new crosswalk with a flashing beacon across Arroyo Vista where the Arroyo Seco Trail intersects the roadway. The developer shall also install new ADA ramps at both the north and south ends of the crosswalk.

The developer shall slurry seal the full width of Arroyo Vista from Las Positas Road to the Arroyo Seco Channel.

Interior Public Streets

The Developer shall dedicate a 39 to 48.5-foot right-of-way easement for proposed public streets A, B, X, Y, & Z. The street widths shall be 34 feet from face of curb to face of curb consisting of a 26 foot wide travel lane with 8 feet of parking on one side of the street. The street sections shall consist of the following:

4.5 foot wide monolithic sidewalk with 6 inch curb and gutter
8 foot wide parking area
26 foot wide travel lane
6 inch curb and gutter
4 foot planter strip

5 foot wide separated sidewalk

The proposed perpendicular parking bays along Streets A & B shall be private and not included within the public right-of-way.

The developer shall install speed tables across Street A at Lot 45 and at Lot 83 to slow potential cut through traffic from Arroyo Vista to Las Positas Road as approved by the City Engineer.

Interior Private Alleys
Private Alleys shall be separated from the public streets by a standard driveway, enhanced paving, or valley gutter.

All private Alleys shall be signed with "No Parking Fire Lane".

Alleys C-O, Q, S-W, DD, GG, and JJ-PP are 20 feet wide from face of curb to face of curb with 4" rolled curbs and 6' deep driveways on each side of the alleys.

Alleys P, R, and EE- II are 26 feet wide from face of curb to face of curb with 4" rolled curbs and 6' deep driveways on each side of the alleys.

Alleys C, AA, CC, DD, and GG are 26 feet wide at the entries and taper down to 20 feet wide at the ends. The alleys at the entries are 26 feet wide from face of curb to face of curb with 4" rolled curbs on each side of the alley and a 6' deep driveway on one side and a landscaped open space area on the other side. The ends of the alleys are 20 feet wide from face of curb to face of curb with 4" rolled curbs on each side of the alley and a 6' deep driveway on one side and a landscaped open space area on the other side.

5. TRAFFIC SIGNALS

Install fully actuated traffic signals per current City and Caltrans standards using equipment as specified by the City Engineer at the following intersections:

Arroyo Vista/Las Positas Road (4-way intersection)
Contractors Street/A Street/Las Positas Road (4-way intersection)

A traffic signal interconnect conduit and copper interconnect cable shall be installed from the existing traffic signal controller at First Street/ Las Positas Road to the new traffic signal controllers at the intersection of Arroyo Vista/ Las Positas Road and the intersection of A Street/Contractors Street/ Las Positas Road.

At the 4-way intersection of A Street/Contractors Street/Las Positas Road, the developer shall install new crosswalks across all 4 legs of the intersections with pedestrian signals and push buttons.
At the 4-way intersection of Arroyo Vista/Las Positas Road, the developer shall install new crosswalks across all 4 legs of Las Positas Road and across Arroyo Vista with pedestrian push buttons.

The traffic signal at A Street/Contractors Street/Las Positas Road shall be operational 7 days before A Street is open to traffic but no later than the issuance of the 100th building permit. The traffic signal at Arroyo Vista/Las Positas Road shall be operational 7 days before the issuance of the 100th building permit.

6. FEE CREDITS AND REIMBURSEMENTS:

A. CREDITS

The Developer shall be eligible for credit against their traffic impact fees based upon the Pell Agreement Exhibit C originally executed May 26, 1992 and revised August 11, 1997.

The Developer shall receive credits against their traffic impact fees in the amount of $650,000 for the estimated cost of 100% of the traffic signal at Las Positas/Arroyo Vista, 33% of the cost of the traffic signal at Las Positas/A Street/Contractors Street, and 100% of the cost of the signal interconnect.

The Developer shall receive credits against their traffic impact and/or park facilities fee for the widening of Las Positas Road for the buffered bike lanes based on Development Agreement, DA 17-02.

7. SANITARY SEWERS

The sewer main and lateral services located in public streets A, B, X, Y, & Z will be publicly-owned and maintained to the cleanouts to each home.

If the Developer chooses to install the City standard asphalt street section in the private alleys, the sanitary sewer lines will be publicly-owned and maintained to the cleanouts to each home.

If the Developer chooses to install enhanced specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) instead of City standard asphalt street section in the private alleys, the sanitary sewers in will be privately-owned by a homeowner's association and maintained to the cleanouts to each home. In order to differentiate the ownership of public and private facilities, the Developer shall provide the additional structures (manholes and or cleanouts) to be installed at the entries of the alleys.

If the Developer chooses to install the City standard asphalt street section for the majority of the public streets with only specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) in a few areas to act as "accents" to the project entry or other areas as approved by the City Engineer, the sanitary sewer may be publicly maintained to the cleanouts to each home. However, in order to facilitate the maintenance and repair of the public sanitary sewer lines in the future, the Developer shall install double-walled pipe or other pipe protective measures as approved by the City Engineer, in all locations where the pipe runs under specialty paving. Additionally, no pipe joints will be allowed in specialty paving areas.

Sewer shall be extended across all frontages of each phase.

Sewer laterals with cleanouts behind the curb shall be installed to each lot or site before the streets are surfaced.

8. STORM WATER DRAINAGE AND TREATMENT REQUIREMENTS

A. General

This site is subject to the National Pollutant Discharge Elimination System (NPDES) Program. Prior to the issuance of the initial grading or building permit, the Developer shall provide evidence that the site is covered by the statewide General Permit to Discharge Storm Water associated with construction activity. This requires confirmation that a Notice of Intent (NOI) and the applicable fee was sent to the State Water Resources Control Board. In addition, the grading plans need to state: "All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the Developer per the Notice of Intent on file with the State Water Resources Control Board".

B. Storm Drainage Requirements

Per the City's Facilities Planning Guidelines (dated June 2005), the flows must have the following characteristics:

> *For a 10-year design discharge: a hydraulic grade line (HGL) is no higher than 1.25 feet below the top of curb elevation at any manhole or inlet.*
>
> *For a 100-year design discharge: a HGL does not exceed the top of curb elevation. (This is required for item 3 above.)*

For additional detail on these guidelines, the applicant should refer to the following resources: City of Livermore Storm Drain Master Plan & City of Livermore Facilities Planning Guidelines (both available at the Engineering counter at City Hall).

The proposed storm drain system consists of a combination of treated and non-treated storm water throughout the public streets and private alleys. Because of this, all proposed storm drain infrastructure throughout the entire development shall be privately owned and maintained by a homeowner's association. City encroachment permits or a maintenance agreement will be required to maintain the private storm drain system within public streets. Any proposed pumps to discharge storm water into the bio-treatment devices shall be located on private property.

C. Stormwater Infrastructure Maintenance Funding

The cost to maintain all private storm water infrastructure installed with this project shall be funded by the Developer.

D. Channels

The Project site currently drains to the Arroyo Seco, owned by the Alameda County Flood Control and Water Conservation District (Zone 7). The developer shall route and connect all new treated storm water discharge piping to existing City owned infrastructure that currently outfalls into the Arroyo Seco.

E. Storm Water Treatment and Detention Requirements

1. *The Developer shall treat the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements described in Section C.3 of the City's NPDES Permit with the Regional Water Quality Control Board. City approval of this plan and calculations is required prior to the approval of the improvement plans.*

2. *This project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from* www.bayareamodel.org. *For additional information you may contact Pamela Lung in the City's Engineering Department at (925-960-4538)*

3. *Prior to final map approval, the applicant shall enter into a maintenance agreement with the City of Livermore for all storm water treatment devices deemed necessary on this site. If the stormwater treatment devices will be maintained by the individual homeowners a cleanout will be necessary at the property lines to allow the residents to maintain their portion of the private stormdrain underdrain. If the stormwater treatment device will be maintained by a Homeowners Association then the cleanouts at each of the property lines may not be needed. The stormdrain treatment devices shall be shown on the plat plans and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement(s) shall be recorded prior to recordation of the Final Map.*

4. **The proposed storm water treatment device located in Parcel S landscape area shall be designed such that the landscape area can be fully utilized as a functional open space area (including turf and public access). The proposed storm water treatment sump pump discharge system into this treatment device shall be designed such that it does not undermine the required open space use for this area and does not cause erosion damage to the engineered filtration soil required for the storm water treatment device. (revised by Staff 7-24-17)**

F. Stormwater Treatment Infrastructure Maintenance Funding

The cost to maintain all storm water treatment, detention and low impact development infrastructure installed with this project shall be funded by the Developer.

9. REQUIRED SOURCE CONTROL STORMWATER MEASURES

The Regional Water Quality Control Board adopted Order R2-2015-0049 issuing the Alameda Countywide NPDES municipal storm water permit for the Alameda Countywide Clean Water Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

> *"The Permittees shall, as part of their continuous improvement process, submit enhanced new development and significant redevelopment Performance Standards that summarize source control requirements for such projects to limit pollutant generation, discharge, and runoff, to the maximum extent practicable..."*

In accordance with this requirement, the following source control measures, included as part of these Conditions of Approval, shall be implemented as a part of this project.

A. Structural Control Measures

1. Illegal Dumping to Storm Drain Inlets and Waterways

On-site storm drain inlets, except inlets located in landscaped areas, shall be clearly marked with the words "No Dumping! Flows to Bay" on a plastic marker. The plastic markers are available for purchase from the Water Resources Division. For ordering information, please call 925-960-8100. For projects with newly-developed, privately-maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains

Approved interior floor drains shall be plumbed to the sanitary sewer system and shall not be connected to the storm drain system. The applicant shall contact the Water Resources Division for specific connection and discharge requirements.

3. Pesticide/Fertilizer Application and Irrigation

a. Landscaping shall be designed to minimize irrigation and runoff, promote surface infiltration where possible, minimize the use of fertilizers and pesticides that can contribute to storm water pollution, and incorporate appropriate Bay-Friendly Landscaping principles.

b. If a landscaping plan is required as part of a development project application, the plan shall meet the following conditions related to reduction of pesticide use on the project site:

I. Where feasible, landscaping shall be designed and operated to treat storm water runoff by incorporating elements that collect, detain, and infiltrate runoff. In areas that provide detention of water, plants that are tolerant of saturated soil conditions and prolonged exposure to water shall be specified.

II. Plant materials selected shall be appropriate to site specific characteristics such as soil type, topography, climate, amount and timing of sunlight, prevailing winds, rainfall, air movement, patterns of land use, ecological consistency and plant interactions to ensure successful establishment.

III. Existing native trees, shrubs, and ground cover shall be retained and incorporated into the landscape plan to the maximum extent practicable.

IV. Unless otherwise specified, proper maintenance of landscaping shall be the responsibility of the property owner.

V. Integrated pest management (IPM) principles and techniques shall be encouraged as part of the landscaping design. Some examples of IPM principles and techniques include the following:

i. Select plants that are well adapted to soil conditions at the site.
ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.
iii. Provide irrigation appropriate to the water requirements of the selected plants.

iv. Select pest and disease resistant plants.

v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.
vi. Use "insectary" plants in the landscaping to attract and keep beneficial insects.

VI. Landscaping shall also comply with City of Livermore's "Water Efficient Landscape Ordinance". However, areas of a site used for bio-swales or other landscaped areas that function as a storm water treatment measure shall be exempt from the Water Efficient Landscaping requirements.

VII. An efficient irrigation system shall be installed in areas requiring irrigation. An example of an efficient irrigation system is one that includes a weather-based (automatic, self-adjusting) irrigation controller with a moisture and/or rain sensor shutoff, and in which sprinkler and spray heads are not permitted in areas less than 8 feet wide.

4. Pool, Spa, and Fountain Discharges

a. New or rebuilt swimming pools, hot tubs, spas and fountains must have a connection to the sanitary sewer to facilitate draining. This connection could be a drain in the pool to the sanitary sewer or a cleanout located close enough to the pool so that a hose can readily direct the pool discharge into the sanitary sewer cleanout.

b.When draining is necessary, a hose or other temporary system shall be directed into a sanitary sewer cleanout, or vegetated areas that are large enough to accommodate the

volume without allowing the discharged water to flow to the storm drain system or receiving water body.

5. Refuse Areas

a. New or redevelopment projects shall provide a roofed and enclosed area for dumpsters, recycling containers, compactors, and food waste containers. The area shall be designed to prevent water run-on to the area, to prevent runoff from the refuse area and to properly contain litter and trash. Dumpster leakage from covered trash and food compactor enclosures shall drain to the sanitary sewer via connection to an approved oil and grease interceptor device.

b. Runoff from trash enclosures, recycling areas, and/or food compactor enclosures or similar facilities shall not discharge to the storm drain system. Trash enclosure areas shall be designed to avoid run-on to the trash enclosure area. In most cases, drains are not permitted within trash enclosure areas. A drain, however, must be provided for compactors. If a drain is required in or beneath dumpsters, compactors, and tallow bin areas, it shall be connected to a grease removal device prior to discharging to the sanitary sewer.

6. Fire Sprinkler Test Water

Provisions shall be made in the project design and construction to allow for the discharge of fire sprinkler test water to an onsite vegetated area. If this is not feasible, provide for discharge to the sanitary sewer in accordance with current plumbing codes.

7. Miscellaneous Drain or Wash Water

a. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

b. For small air conditioning units, air conditioning condensate shall be directed to landscaped areas as a minimum BMP. For large air conditioning units, in new developments or significant redevelopments, condensation lines shall be connected to the sanitary sewer system, wherever feasible.

c. Roof drains shall discharge and drain away from the building foundation to landscaped areas wherever feasible.

d. Washing and/or steam cleaning activities must be performed at an appropriately equipped facility that drains to the sanitary sewer as specified in Section J. Any outdoor washing or pressure washing must be in compliance with the City's Stormwater Management Program requirements and managed in such a way that there is no discharge of soaps or other pollutants to the storm drain system. The applicant shall contact the Water Resources Division for specific discharge requirements.

8. Architectural Copper Installation

Projects with architectural copper should, if possible, purchase copper materials that have been pre-patinated at the factor. Whether patination is done offsite or onsite, applicant should consider coating the copper materials with an impervious coating that prevents further corrosion and runoff. If patination is done on-site, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

B. II. OPERATIONAL BMPS

This section details Best Management Practices (BMP) that private property owners and/or the occupants of private property must implement following the construction of projects. Ultimately, the responsibility for implementation of these BMPs rests with the property owners. The City of Livermore's Source Control Program routinely performs inspections of industrial and commercial sites to verify BMP implementation and effectiveness.

1. Paved Sidewalks and Parking Lots

Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer. Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall wash water containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Streets, Utilities and Common Areas

a. The owner of private streets and storm drains shall prepare and implement a plan for street sweeping of paved private roads and cleaning of all storm drain inlets.

b. For residential developments, where other maintenance mechanisms are not applicable or otherwise in place, a Property Owners Association, Landscape& Lighting District, or an equivalent mechanism shall be created and shall be responsible for maintaining all private streets and private utilities and other privately owned common areas and facilities on the site including landscaping. These maintenance responsibilities shall include implementing and maintaining storm water BMPs associated with improvements and landscaping. CC&R's creating the association shall be reviewed and approved by the City prior to the recordation of the Final Map and recorded prior to the sale of the first residential unit. The CC&R's or Landscape & Lighting District shall describe how the storm water BMPs associated with privately owned improvements and landscaping shall

be maintained and detail contact information for the entity responsible for such maintenance activities.

3. On-site Storm Drains

All on-site storm drains must be inspected and, if necessary, cleaned at least once a year immediately prior to the rainy season.

4. Architectural Copper Cleaning, Treating or Washing

When cleaning, treating or washing architectural copper features, implement one or both of the following:

a. Collect rinse water in a tank and pump to the sanitary sewer. Contact the City of Livermore Water Resources before discharging to the sanitary sewer.

b. Collect the rinse water in a tank and haul off-site for proper disposal.

10. WATER SUPPLY (CITY)

The developer shall relocate existing fire hydrants to behind the new proposed sidewalk along Las Positas Road as needed to accommodate the widening of Las Positas Road for the buffered bike lanes and the bus turnout. See Development Agreement DA17-02.

The developer shall relocate existing fire hydrants to within the new proposed landscape strip between the new curb and gutter and the proposed new separated sidewalk on Bennett Drive as indicated on tentative map sheet TM-5.

The developer shall relocate existing air relief valve stations along Las Positas Road to behind the new proposed sidewalk to accommodate the widening of Las Positas Road for the buffered bike lanes and the bus turnout. See Development Agreement DA17-02.

On the east site development the developer has proposed a separate private fire service loop through the development to serve the proposed townhome flats to minimize the amount of large fire service backflow preventers required and allow room to adequately screen them. The developer shall locate this private fire service loop on the opposite side of the street from the public water main along Y Street and Private Alleys AA, BB, and OO and/or a location approved by the City Engineer, to eliminate confusion of what is to be publicly maintained and what is to be privately maintained in the street. The water mains shall be separated from the sewer main by 10 feet.

If the Developer chooses to install the City standard asphalt street section, the water lines in the private streets will be publicly-owned and maintained.

If the Developer chooses to install enhanced specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) instead of City standard asphalt street section, the water lines in the private streets will

be privately owned by a homeowner's association and maintained to the property line. In order to differentiate the ownership of public and private facilities, the Developer shall provide the additional structures (valves) to be installed at the property line.

If the Developer chooses to install the City standard asphalt street section for the majority of the streets with only specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) in a few areas to act as "accents" to the project entry or other areas as approved by the City Engineer, the water lines may be publicly maintained. However, in order to facilitate the maintenance and repair of the water lines in the future, the Developer shall install double-walled pipe on or other pipe protective measures as approved by the City Engineer, in all locations where the pipe runs under specialty paving. Additionally, no pipe joints will be allowed in specialty paving areas.

Water mains shall be extended across all frontages of each phase and all waterline valves must notate "EPDM" on the valve body.

The developer shall install pressure reduction valves (PRVs), backflow prevention devices and appurtenances on the potable water services as directed by the City Engineer.
The fire service backflow preventer(s) shall be effectively screened from the public right-of-way while at the same time preserving ease of maintenance access to the backflow preventer(s). Screening shall be as specified on City Standard Detail W-10A, B and C. The fire service backflow preventer(s) shall meet the performance standards of the backflow preventer shown in City Standard Detail W-10A, B and C.

11. UNDERGROUNDING OF UTILITIES:

All new electric (with the exception of any 60 KV and higher voltage wires) and communication lines along the project frontage and within the project shall be placed underground. Electric, gas, Comcast and SBC utilities are required and shall be placed in a common trench. All electric transformers shall be placed underground.

12. TRAILWAY/BIKEWAY REQUIREMENTS

Certain portions of this development are within the City of Livermore Bikeways and Trails Master Plan established and adopted as part of the General Plan. The Developer will be required to develop that certain land within his development for trail way purposes.

A. Livermore Trailway System

The Developer shall design and construct a portion of the trail along the western side of Alameda County Flood Control and Water Conservation District (Zone 7) Arroyo Seco Channel. The trail shall consist of a 12-foot wide asphalt pathway sloping away from the channel into a permeable drainage v-ditch that discharges to a storm piping system that outfalls to the Arroyo Seco Channel as indicated on the Vesting Tentative Map sheet TM-5.

Per DA17-02, the Developer shall pay their fair share costs of the design, and construction of various offsite segments of the Arroyo Seco Trail to connect to the Iron Horse Trail, Southfront Road and Contractors Place.

B. Bicycle Route Plan
Per DA17-02 the Developer shall contribute their fair costs to the City's First Street Bike Lane Enhancement Project.

13. MEDIANS AND OTHER LANDSCAPED AREAS

The public landscaping being constructed within City right of way along Las Positas Road shall be designed and constructed in accordance with City standards and as approved by the City Engineer.

14. HORTICULTURIST'S REPORT (Not Used)

15. SPECIAL DISTRICTS

A. Landscaping and Lighting Maintenance and Operation

The Developer shall either form a new Maintenance District prior to the first final map approval or the Developer shall provide an alternate source of funding or maintenance mechanism as approved by the City Engineer. This funding source shall include costs related to maintenance, operation, repair and replacement of the Arroyo Seco Trail being constructed between Las Positas Road and Arroyo Vista and the public landscaping along Las Positas Road. The Developer shall be responsible for all costs and work which are required to form this Maintenance District. The Developer shall agree to a first year's lot by lot assessment equivalent to the Maintenance District's first twelve months of estimated costs.

The Developer shall submit an Engineer's Report regardless of whether or not a Maintenance District is formed. The Engineer's Report shall be submitted in a hard copy format, and in computer formats on a disk. The computer formats for the Engineer's Report shall be Microsoft Word and Microsoft Excel to be compatible with the City's computer system.

~~B. Community Facility District (CFD)~~

~~The Developer may be allowed to utilize this public finance mechanism to fund the design and construction cost of public offsite improvements, including cash contributions identified in DA17-02. The Developer shall pay for all of the associated costs for the establishment and administration of the district. Unless otherwise noted, the Developer shall establish any CFD's prior to recording a final map.~~

16. AIRPORT LOCATION (Not Used)

17. SUBDIVISION AGREEMENT AND SECURITY

Following tentative map approval, the Subdivision Improvement Agreement will not be submitted to the City Council until the Developer has submitted all of the documents indicated in the "Final Approval of Tract Map Checklist" in the Development Plan Check and Procedures Manual (28) days prior to the city council meeting at which the final map will be considered for final approval by the City Council.

18. FEE AMOUNTS

Fees for this project shall be per the provisions allowed under a vesting tentative map and in accordance with DA17-02.

19. VEHICLE ACCESS

Access to the development by construction equipment, material delivery and other heavy loads shall be limited by the Developer to the following route:

Interstate 580 to First Street, to Las Positas Road

Such heavy loads will not be allowed on existing residential streets in the vicinity of the development.

The wheel-loading on the above routes shall not exceed State load limits.

20. DEVELOPMENTS WITH PRIVATE ROADWAYS AND UTILITIES (Condominiums, Row Houses, Cluster, etc.)

The private improvements of the private street system are part of the improvements required of this subdivision. For this reason, the Developer shall pay Engineering Division plan check and construction inspection fees and the City Engineering Division will provide these services. The Developer shall also provide subdivision security for the required private improvements.

BGV:PGL:MAP

S:\Development Projects\Planning Eng Conditions of Approval\Tentative Tracts\VTTM 8379 (SUB16-010) Arroyo Vista\
SUB16-010 Arroyo Vista VTTM 8379 Engineering Considerations Finalized 6-16-17 revised 7-5-17.docx

CITY OF LIVERMORE
ENGINEERING CONSIDERATIONS

Date: Jun 3, 2024

LOCATION: **Las Positas Road and Arroyo Vista**

DEVELOPER: **TH Arroyo Vista LLC (Trumark)**

PLANNING REFERRAL #: **SPDRM24-002, DAA23-001**

Note: Specific conditions are shown in large type. *Standard conditions that apply to this project are shown in italic type.*

1. DEFINITIONS:

For the purpose of this agreement, the following words shall have the meanings respectively ascribed to them by this section:

Developer:	*Person(s) or Corporation(s) that will obtain permits for construction*
Improvement Plans:	*Construction drawings for required public and private improvements*
Services:	*Utility lateral, or any portions of a conduit cable or duct, between a utility distribution line and the site it serves*
Project:	*The work to be performed by Developer*

2. SITE PLAN DESIGN REVIEW MODIFICATION

A. The project shall be in conformance with all City Ordinances, rules, regulations, and policies. The conditions listed below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

B. Approval or conditional approval of this SPDRM shall not supersede these Engineering Considerations and any applicable City Standards nor limit the City's Engineer's ability to require workable designs on future grading and improvement plans based upon these Engineering considerations and the City's Standard engineering specifications and details.

3. SPECIFIC CONDITIONS:

The Developer shall comply with the following conditions:

A. This Project shall comply with all of the provisions of the following approved entitlements & recorded documents unless otherwise noted in these Engineering Considerations (collectively the "Approved Entitlements"):
   - Vesting Tentative Parcel Map 8379 (SUB16-010)
   - Planned Development (PD16-004)
   - Site Plan Design Review (SPDR16-027)
   - Development Agreement (DA17-002)

B. This Project shall comply with all of the provisions of the Development Agreement Amendment DAA24-001, including providing in-lieu fees for not providing the pedestrian bridge over the Arroyo Seco as outlined in DAA24-001.

C. Final Tract Map 8379 (which has been recorded) shall be revised to include any revisions to easements necessary to comply with these Engineering Considerations and the Amended Development Agreement DAA24-001. This revised Final Map shall be reviewed and approved by City Council prior to the recordation.

D. The alley widths for Adora Loop and H Alley shall be 26'. All other streets shall remain per the Approved Entitlements.

E. Bridge construction over Arroyo Las Positas and related appurtenances and easements do not apply per Amended Development Agreement DAA24-001.

F. The existing Subdivision Improvement Agreement and Security Bond shall be amended (and recorded) to include any revisions necessary to comply with these Engineering Considerations and the Amended Development Agreement DAA24-001.

G. The existing Stormwater Operations and Maintenance Agreement shall be amended (and recorded) to include any revisions necessary to comply with these Engineering Considerations and the Amended Development Agreement DAA24-001.

H. Updated CC&R's shall be reviewed and approved by the City prior to the recordation of the amended Final Map.

I. Developer shall remove references to the Zone 7 Aerial Easement and Service Easements related to the bridge as necessary to comply with these Engineering Considerations and the Amended Development Agreement DAA24-001. Developer shall also pay for any fees associated with quitclaiming the Zone 7 Aerial Easement.

JW:FL:MAP

EXHIBIT B

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Developer shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Developer is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Pollution Liability:
   $1,000,000 per occurrence.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

EXHIBIT B

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

Completed Operations

Developer shall maintain insurance as required by this contract for a minimum of five years following the completion of this project. In the event the Developer fails to obtain or maintain completed operations coverage as required by this agreement, the City of Livermore at its sole discretion may purchase the coverage required and the cost will be paid by the Developer. Completed Operations endorsement or coverage shall be at least as broad as Insurance Services Office CG 20 38. Developer shall require and verify that all subcontractors or other parties hired for this Agreement purchase and maintain coverage for indemnity and insurance requirements at least as broad of specified in this Agreement to the extent they apply to the scope of the subcontractor's work with the same Certificate of Insurance requirements and naming as additional insureds all parties to this agreement. Developer shall include the following language in their agreements with Subcontractors: "Subcontractor agrees to be bound to Developer and City in the same manner and to the same extent as Developer is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements,

EXHIBIT B

with any sub-subcontractor to the extend they apply to the scope of the Sub-subcontractor's work. A copy of the City Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request." Developer shall provide proof of such compliance and verification to the City upon request.

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution authorizing minor modifications to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services

RECOMMENDED ACTION

Staff recommends the City Council authorize the City Manager to execute a resolution to authorize minor modifications to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services to add an approved composting site, clarify the scope of materials eligible for on-call single-family clean-up services, and include an additional Livermore Sanitation signatory.

SUMMARY

On April 27, 2020, the City Council adopted a resolution authorizing the execution of the Third Amended and Restated Agreement with Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services (Franchise Agreement). This action extended the Franchise Agreement term for a minimum period of 10 years, until June 30, 2030, and included new trucks and other equipment, and enhanced services for the Livermore rate payers.

Staff recommends that the City Council approve the Third Amendment to the Franchise Agreement to incorporate proposed minor modifications to Section 5.13.3 to allow the use of Waste Management Altamont Landfill & Resource Recovery to process Compostable Materials collected from the City of Livermore, update Section 5.2.2 3. D. to include both mattresses and box springs as one item of furniture for bulky item collection for single-family residences and multi-family complexes, and add an approved signatory to sign on behalf of LSI.

DISCUSSION

On April 27, 2020, the City Council adopted a resolution authorizing the execution of the Third Amended and Restated Agreement with Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services (Franchise Agreement). This action extended the Franchise Agreement

term for a minimum period of 10 years, until June 30, 2030, and included new trucks and other equipment, and enhanced services for the Livermore rate payers.

The Franchise Agreement allows the City's Contract Manager to administratively approve certain temporary modifications to the Franchise Agreement pending City Council approval. Staff previously approved the use of the Waste Management Altamont Landfill & Resource Recovery, located at 10840 Altamont Pass Rd, Livermore, CA, to process Compostable Materials collected from the City of Livermore as an Approved Composting Site. In addition, current Franchise Agreement language allows only one mattress or one box spring to be collected as part of the on call bulky pick-up program.

Staff is now recommending approval of the Third Amendment to the Franchise Agreement to incorporate language updates to modify Section 5.13.3 to allow the use of the Waste Management Altamont Landfill & Resource Recovery as an Approved Composting Site. In addition, staff is recommending updates to Section 5.2.2 3. D. to include both mattresses and box springs as one item of furniture for bulky item collection for single-family residences and multi-family complexes. Finally, Waste Connections Regional Vice President, Dan Schooler, will be added as an approved signatory to sign on behalf of LSI.

FISCAL AND ADMINISTRATIVE IMPACTS

No fiscal or administrative impacts are anticipated as a result of this proposed modification.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

2: Manage the City's solid waste contract and develop and implement the City's recycling program ensuring compliance with state and local regulations.

ATTACHMENTS

1. Resolution
2. Exhibit A - Third Amendment to Franchise Agreement

Prepared by: Judy Erlandson
Public Works Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THE THIRD AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF LIVERMORE AND LIVERMORE SANITATION, INC. FOR SOLID WASTE, RECYCLABLE MATERIALS, AND COMPOSTABLE MATERIALS SERVICES

On September 28, 2009, the Livermore City Council adopted Resolution No. 2009-189 authorizing the execution of a franchise agreement for solid waste collection services: *Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services*. On May 9, 2011, the City Council adopted Resolution No. 2011-069 authorizing the execution of the *Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services.*

On September 8, 2014, the City Council adopted Resolution No. 2014-141 authorizing the execution of the *Second Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services.* On June 8, 2015, the City Council adopted Resolution No. 2015-075 approving the Special Rate Review Amendment to the *Second Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services*.

On November 9, 2015, the City Council adopted Resolution No. 2015-157 authorizing the execution of the Second Amendment to the *Second Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services*.

On April 27, 2020, the City Council adopted Resolution No. 2020-051 authorizing the execution of the *Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services* ("Franchise Agreement"). On May 9, 2022, the City Council adopted Resolution No. 2022-076 authorizing the execution of a first amendment to the Franchise Agreement. On November 28, 2022, the City Council adopted Resolution No. 2022-192 authorizing the execution of a second amendment to the Franchise Agreement.

Pursuant to Section 5.13.3 of the Franchise Agreement, as amended, the "City Contract Manager," as defined in the Franchise Agreement, may administratively approve use of an alternative composting site when certain circumstances are met. On September 10, 2024, the City Contract Manager approved use of WM-Altamont Landfill & Resource

Recovery as an alternative composting site because the pre-approved composting site was rejecting organic materials from the City.

The City and Livermore Sanitation, Inc. now desire to enter into a third amendment to the Franchise Agreement to add WM-Altamont Landfill & Resource Recovery as an "Approved Composting Site," as that term is defined in the Franchise Agreement. The parties also desire to: (1) add an additional authorized signatory of Livermore Sanitation, Inc., and (2) clarify that a mattress and its associated box spring(s) is a single item of furniture eligible for "On-Call Single-Family Clean-Up Service," as that term is defined in the Franchise Agreement, pursuant to Section 5.2.2 of the Franchise Agreement.

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

1. Authorizes the City Manager, or her designee, to execute a third amendment to the Franchise Agreement, attached hereto as Exhibit A, to add an Approved Composting Site and authorized signatory of Livermore Sanitation, Inc., and to clarify the scope of materials eligible for On-Call Single-Family Clean-Up Services.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:	APPROVED AS TO FORM:
_____	*<u>/s/ Jason R. Alcala</u>*_____
Deborah L. Elam	Jason R. Alcala
Acting City Clerk	City Attorney

Exhibit A – Third Amendment to the Franchise Agreement

EXHIBIT A

THIRD AMENDMENT TO THE THIRD AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF LIVERMORE AND LIVERMORE SANITATION, INC. FOR SOLID WASTE, RECYCLABLE MATERIALS, AND COMPOSTABLE MATERIALS SERVICES

THIS THIRD AMENDMENT is made and entered into this ____ day of _____, 2025, by and between the City of Livermore ("City"), a municipal corporation, and Livermore Sanitation, Inc. ("Contractor"), a California corporation.

RECITALS

On April 28, 2020, City and Contractor entered into that certain *Third Amended and Restated Agreement Between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services*, dated April 27, 2020 ("Original Agreement"). Section 13.5 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On May 10, 2022, City and Contractor executed a First Amendment to the Original Agreement. On December 12, 2022, City, Contractor, and Waste Connections US, Inc. executed a Second Amendment to the Original Agreement. Among other provisions, the Second Amendment documented the terms and conditions upon which City relied in consenting to the change in majority control of Contractor from its then-current owners to Waste Connections US, Inc.

On September 10, 2024, City administratively approved a request for Contractor to use WM-Altamont Landfill & Resource Recovery as an alternative Composting Site, pursuant to Section 5.13.3 of the Original Agreement. The letter documenting that administrative approval is attached hereto as Exhibit "A."

City and Contractor desire to amend the Original Agreement to: (1) add an Approved Composting Site; (2) add Dan Schooler as an authorized signatory of Contractor by adding Exhibit K-1 to the Agreement; and (3) clarify that a mattress and its associated box spring(s) is a single item of furniture eligible for On-Call Single-Family Clean-Up Service pursuant to Section 5.2.2 of the Original Agreement. This is the third amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 1.13 of the Original Agreement is amended to read as follows:

      "Approved Composting Sites" means (1) the Blossom Valley Organics North

Composting Site operated by Grover Landscape Services, Inc. at 3909 Gaffery Road in Vernalis, California and (2) the WM-Altamont Landfill & Resource Recovery site operated by Waste Management of Alameda County, Inc. at 10840 Altamont Pass Road, Livermore, California. The Approved Composting Sites were selected by Contractor and approved by the City Contract Manager.

B. Section 2.2 of the Original Agreement is amended to read as follows:

Contractor has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement and any amendments thereto. The Person signing this Agreement, and any amendments thereto, on behalf of Contractor has authority to do so, and the Corporate Secretary's Certificate in Exhibit K and K-1 confirms this. This Agreement, and any duly executed amendments thereto, constitutes the legal, valid, and binding obligation of the Contractor.

C. The following is added to Section 5.2.2(A)(3)(d) of the Original Agreement:

A mattress and its associated box spring(s) are considered one (1) item of furniture.

D. The following is added to Section 5.13.3(B) of the Original Agreement following the language "[b]elow is information about the Approved Composting Site selected by the Contractor":

Facility Name:	WM-Altamont Landfill & Resource Recovery
Owner:	Waste Management of Alameda County, Inc.
Operator:	Waste Management of Alameda County, Inc.
Address:	10840 Altamont Pass Road, Livermore, California 94551
Contact Person and Telephone Number:	Blaine Harrison, District Manager II, 562.505.5779

E. All references in the Original Agreement to "Approved Composting Site" are replaced with "Approved Composting Sites." Any associated words, including, without limitation, "site" and "operator," are made plural, as appropriate. Grammatical changes, such as replacing "is" with "are," are made, as appropriate.

2. Except as otherwise indicated in this amendment, any capitalized terms shall have the definition ascribed to them in the Original Agreement.

3. Unless otherwise stated herein, this amendment does not relieve the parties of the

terms and conditions of the Original Agreement as written and in effect at the time the services provided for in the Original Agreement were rendered.

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

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

CONTRACTOR: **Dated:**

Signed by:
Dan Schooler
CB379DE8BD8C434...
Dan Schooler
RVP Western Region

6/10/2025 | 11:58 AM PDT

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Jason Alcala
1674AE92DBC94AD...
Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...
Risk Manager/Analyst

Attachments:

Exhibit A – Administrative Approval of Alternative Composting Site
Exhibit K-1 – Written Consent of the Sole Director of Livermore Sanitation, Inc.

Docusign Envelope ID: 87557C53-1B81-414C-941C-7A83DFF3AC41

EXHIBIT A

Livermore Sanitation

7000 National Dr.
Livermore CA. 94550
(925) 449-7300
www.livermoresanitation.com

10/3/2024

Judy Erlandson
Interim Public Works Director
Public Works Department
City of Livermore
jerlandson@livermoreca.gov

Dear Judy,

Upon reviewing Section 5.13.3 of the Franchise Agreement, which pertains to Compostable Materials Processing, it appears that the City Contract Manager may approve the temporary use of an alternative site if the approved composting site is unavailable due to emergency or unforeseen closure. Specifically, sub-section B states:

- If Contractor is unable to use the Approved Composting Site due to an emergency or sudden unforeseen closure of the Approved Composting Site, Contractor may use an alternative Processing Site provided that the Contractor provides verbal and written notice to the City Contract Manager and receives written approval from the City Contract Manager at least twenty-four (24) hours prior to the use of said alternative Processing Site. The Contractor's written notice shall include a description of the reasons the Approved Composting Site is not feasible and the period of time Contractor proposes to use the alternative Composting Site. Contractor shall not be compensated for any increased Transportation and Processing costs associated with the use of Composting Site(s) different from the Approved Composting Site, with the exception that if the inability to use the Approved Composting Site occurs due to one or more conditions defined in Section 8.4.A as an eligible item for special rate review such as a Change in Law, flood, earthquake, other acts of nature, war, civil insurrection, riots, acts of any government agency (including judicial action), or other similar catastrophic events that are beyond the control of and not the fault of the Contractor. In such case, the special rate review process may be initiated to assess the need to use an alternative Composting Site and/or cost impacts.

After my initial verbal notification on August 26, 2024, I am writing to formally request the use of WM-Altamont Landfill & Resource Recovery, located at 10840 Altamont Pass Rd, Livermore, CA, as an alternative composting site under our franchise agreement. Note, this is a request to approve an alternative composting site, not a change in the approved composting site.

Due to recent issues, Blossom Valley Organics North Composting Site is currently unable and unwilling to accept and process organic material from the City of Livermore due to concerns regarding contamination. As a result, Blossom Valley Organics has and continues

Docusign Envelope ID: 87557C53-1B81-414C-941C-7A83DFF3AC41

to consistently reject organic material from the City of Livermore. Both Livermore Sanitation and the City of Livermore consider this situation to constitute an emergency, as it prevents Livermore from properly diverting its organic waste and compels the city to resort to landfill disposal. Furthermore, contamination-related fees have imposed a significant financial burden on Livermore Sanitation.

In contrast, Altamont Landfill, located just 6.1 miles from Livermore Sanitation Inc., provides a more convenient and efficient solution for managing organic material. With its advanced sorting equipment, Altamont is well-positioned and willing to effectively sort and divert Livermore's organics thanks to its investment in technology and research. Please note that this request does not rule out the possibility of using Blossom Valley for Livermore's organic material if necessary. Livermore Sanitation intends to utilize Altamont Landfill for a minimum of three (3) years or until it obtains approval as a permanent approved organic processing facility.

Additionally, while we do not anticipate any changes to current or future rates, any issues that arise will prompt a meeting between Livermore Sanitation and the City of Livermore to discuss and address the situation. Any necessary modifications, following discussion, shall be addressed in accordance with the relevant provisions of the franchise agreement.

Thank you for considering this request. I look forward to your favorable response.

Sincerely,

Ronald J. Mittelstaedt

I, the undersigned, acknowledge that I have received Livermore's Sanitation formal written request to use WM-Altamont Landfill as an alternative Composting Site.

I confirm that I have reviewed the contents and understand the information provided, and that I approve the use of WM-Altamont Landfill as an alternative Composting Site pursuant to and under the terms of the Franchise Agreement between Livermore Sanitation and the City of Livermore, dated April 28, 2020, as amended.

Recipient's Name: Joe Prime

Signature: Joe Prime

Date: September 10, 2024

Docusign Envelope ID: 87557C53-1B81-414C-941C-7A83DFF3AC41

EXHIBIT A

Exhibit K-1

WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
LIVERMORE SANITATION, INC.

The undersigned, being the sole director of Livermore Sanitation, Inc., a California corporation (the "Company"), hereby consents to the following actions and adopts the following resolution pursuant to the Bylaws of the Company:

> BE IT RESOLVED that Dan Schooler, Regional Vice President of the Company, be, and he hereby is, authorized to sign, submit, and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he may deem reasonably appropriate or necessary, pertaining to the *Third Amendment to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services*, and that any such action taken to date involving the above is hereby ratified and approved

IN WITNESS WHEREOF, the undersigned sole director of Livermore Sanitation, Inc. has duly executed this Written Consent in The Woodlands, Texas on the date set forth below.

May 29, 2025

Ronald J. Mittelstaedt, Director

LIVERMORE
CALIFORNIA

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

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the approval of K.J. Woods Construction, Inc.'s request to withdraw their bid proposal, authorizing supplemental appropriations to the Fiscal Year 2025-26 budget, and awarding a construction agreement to DPI, Inc., in the amount of $4,798,723, for the Sewer Replacement Project, WW202003.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution for the Sewer Replacement Project WW202003:

1. Authorizing approval of K.J. Woods Construction, Inc. request to withdraw their bid proposal;
2. Authorizing a supplemental appropriation of $250,875 from Wastewater Replacement Fund 622 to the FY 2025-26 budget for Sewer Replacement Project, WW202003;
3. Authorizing a supplemental appropriation of $83,625 from Wastewater Connections Fees Fund 623 to the FY 2025-26 budget for Sewer Replacement Project, WW202003;
4. Authorizing a supplemental appropriation of $15,500 from County Measure BB – Local Streets and Roads Fund 552 to the FY 2025-26 budget for Sewer Replacement Project, WW202003;
5. Awarding and authorizing execution of a construction agreement with DPI, Inc., in the amount of $4,798,723, for construction of the Sewer Replacement Project, WW202003 pursuant to Livermore Municipal Code section 2.68.58 (C);
6. Rejecting all other bids or proposals; and
7. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution including approving minor changes to the proposed agreement.

SUMMARY

The Sewer Replacement Project, WW202003 (project) will upsize, replace, and relocate existing sewer pipe within the area shown on Attachment 1 – Vicinity Map. The project will replace and repair aging sewer infrastructure and reduce the demand for on-going maintenance in the service area, restore roadway affected by utility installation work via micro surfacing and mill and overlay, and enhance one traffic signalized intersection (installation of new traffic signal video detection).

Four (4) bids were received for this project on May 6, 2025. A bid protest was received from DPI, Inc., the second lowest bidder, against K.J. Woods Construction, Inc., the apparent lowest bidder, claiming that K.J. Woods was non-responsive. During review of the protest, which was also communicated to K.J. Woods, the apparent low bidder requested to withdraw their bid. After detailed review by City staff, in coordination with the City Attorney's Office, staff ultimately determined that K.J. Woods' request for withdrawal of its bid proposal was valid. Therefore, City staff recommends the City Council approve withdrawal of the K.J. Woods Bid Proposal and award and authorize a construction contract with DPI Inc., the lowest bidder. Section 2.68.580 (C) of the Livermore Municipal Code (LMC) requires that the award of contracts subject to formal bidding be awarded to the lowest responsive and responsible bidder. The bid submitted by DPI, Inc. meets this requirement. Staff also recommends that City Council authorize supplemental appropriations from Wastewater Replacement (Fund 622), Wastewater Connection Fees (Fund 623), and County Measure BB – Local Streets and Roads (Fund 552) totaling $350,000 to fully fund the project.

DISCUSSION

The Sewer Replacement Project WW202003 (project) reduces the potential for sewer overflows by repairing deteriorated sanitary sewer lines and maintenance holes that require on-going maintenance. Construction will occur along Holmes Street, First Street, Holmes Court, Fourth Street, South S Street, Glenwood Street, Marguerite Street, and Aaron Street. The sewers need to be upsized to handle increased flows from future development identified in the General Plan. The project will upsize and replace approximately 3,500 linear feet of existing sewer pipe, including approximately 3,400 feet via open trench construction. Some sewer lines will be relocated. Some existing maintenance holes will be replaced and the remaining maintenance holes in the project vicinity will be coated to increase service life. The affected roadway will be repaired via micro surfacing, mill and overlay, and restriping in order to restore the appearance and condition of the roads post-construction. Affected sidewalks, ramps, medians, and landscaping will be restored post-construction as well. Additionally, new vehicle detection cameras will be installed at the traffic signalized intersection at Holmes Street and First Street.

Staff advertised the project on April 7, 2025. On May 6, 2025, four (4) bids for this project were received and opened. The following is a list of the bids received and the Engineer's Estimate for the Project:

Sewer Replacement Project WW202003 Bids

Contractor Name	City	Bid Amount
K.J. Woods Construction, Inc.	San Francisco, CA	$4,288,000
DPI Inc.	Livermore, CA	$4,798,723
Cratus, Inc.	San Francisco, CA	$4,977,643
Devaney Engineering, Inc.	San Francisco, CA	$5,331,452
Engineer's Estimate		$4,475,653

K.J. Woods Construction, Inc. was initially identified as the apparent lowest bidder. DPI, Inc. subsequently submitted a bid protest to the City and K.J. Woods Construction, Inc. The City acknowledged a receipt of the timely protest letter from DPI, Inc. dated May 7, 2025. During review of the protest, K.J. Woods Construction, Inc. submitted a letter requesting to withdraw their bid proposal. The City acknowledged a receipt of the timely request letter from K.J. Woods Construction, Inc. dated May 12, 2025. Upon thorough review, City staff determined that the request was valid, and therefore recommended K.J. Woods Construction, Inc. request to withdraw its bid proposal be approved.

Due to the withdrawal of K.J. Woods Construction, Inc., the next lowest responsible and responsive bidder was DPI, Inc., operating out of Livermore, California. The company has worked on various public utility replacement projects for Dublin San Ramon Services District and Livermore Amador Valley Water Management Agency. Staff has checked references for DPI, Inc. and has found them satisfactory. Therefore, City staff recommends award of the construction contract in amount of $4,798,723 to DPI, Inc. for construction of the project. In accordance with Livermore Municipal Code Section 2.68.590, a cumulative Change Order authorization of 10% of the contract value is allowed.

Staff will coordinate with the residents affected by the project work and provide them with at least two weeks notice by mail or 72 hours via door hangar notice before their sewer service will be replaced. Each resident will have their sewer and/or water service interrupted for only one working day. An updated schedule will be made available to residents on the City's website.

FISCAL AND ADMINISTRATIVE IMPACTS

The project is included in the FY 2025-30 Capital Improvement Plan. A total of $5,007,000 is budgeted in FY 2025-26 from Wastewater Replacement (Fund 622) and Wastewater Connections Fees (Fund 623).

The lowest responsive and responsible bidder exceeds the Engineer's estimate. Supplemental appropriations totaling $350,000 in FY 2025-26 are required to fully fund the cost of the project. Existing budgets for this project in the 2025-30 Capital Improvement Plan combined with these supplemental appropriations will cover this construction contract, change orders, construction management, material testing, inspection, and administration.

The scope of the project increased to include the installation of traffic signal video detection at First Street and Holmes Street as part of a citywide effort to upgrade the existing traffic signal network. The City purchased traffic signal video detection equipment under the Traffic Signal Modification, Project TC202020 to avoid delays due to lead times. Supplemental appropriations from County Measure BB – Local Streets and Roads (Fund 552) will cover the labor of installing the traffic signal video detection equipment.

The existing and proposed budget for the project is summarized in the table below.

Sewer Replacement - Project WW202003

Fund No.	Fund Name	Budgeted FY 2024-25	Budgeted FY 2025-26	Supplemental Appropriation Requested in FY 2025-26	Proposed FY 2025-26
622	Wastewater Replacement Fund	$150,000	$3,756,750	$250,875	$4,007,625
623	Wastewater Connection Fees Fund	$50,000	$1,250,250	$83,625	$1,333,875
552	County Measure BB - Local Streets and Roads	$0	$0	$15,500	$15,500

	Total	$200,000	$5,007,000	$350,000	$5,357,000

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL:

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

GUIDING DOCUMENT

5-Year Capital Improvement Plan Fiscal Years 2025-2030

ATTACHMENTS

1. Vicinity Map
2. Resolution
3. Exhibit A - Agreement

Prepared by: Vincent Sendaydiego
Junior Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

ATTACHMENT 1

VICINITY MAP

Notes:

CIP WW202003
ANNUAL SEWER REPLACEMENT 2020

666.7 0 333.33 666.7 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Livermore IT, GIS Services

Scale: 1: 4,000

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

Prepared:

6/5/2025 11:26:00 AM

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE APPROVAL OF K.J. WOODS CONSTRUCTION, INC. REQUEST TO WITHDRAW BID PROPOSAL, AUTHORIZING SUPPLEMENTAL APPROPRIATIONS TO FISCAL YEAR 2025-26, AND AWARDING A CONSTRUCTION AGREEMENT TO DPI INC, IN THE AMOUNT OF $4,798,723, FOR THE ANNUAL SEWER REPLACEMENT 2020 PROJECT WW202003

The City of Livermore advertised and received bid proposals for the construction of the Annual Sewer Replacement 2020 Project WW202003. K.J. Woods Construction, Inc., the apparent lowest bidder, requested to withdraw their Bid Proposal.

DPI Inc., submitted the next lowest responsible and responsive Bid Proposal in the amount of $4,798,723 that is acceptable to the City of Livermore. City staff recommends the City Council accept this bid and award a contract to DPI, Inc. for the construction of Annual Sewer Replacement 2020 Project WW20203.

The Annual Sewer Replacement 2020 Project WW202003 requires additional funding to cover construction, City staff time, and professional engineering services costs.

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

1. Authorizes the approval of K.J. Woods Construction, Inc. request to withdraw Bid Proposal;

2. Authorizes a supplemental appropriation of $250,875 from Wastewater Replacement Fund 622 to the FY 2025-26 budget for Annual Sewer Replacement 2020 Project WW202003;

3. Authorizes a supplemental appropriation of $83,625 from Wastewater Connections Fees Fund 623 to the FY 2025-26 budget for Annual Sewer Replacement 2020 Project WW202003;

4. Authorizes a supplemental appropriation of $15,500 from County Measure BB – Local Streets and Roads Fund 552 to the FY 2025-26 budget for Annual Sewer Replacement 2020 Project WW202003;

5. Awards and authorizes execution of a construction agreement with DPI Inc., attached hereto as Exhibit A, and incorporated by this reference, in the amount of $4,798,723, for construction of Annual Sewer Replacement 2020 Project WW202003 pursuant to Livermore Municipal Code section 2.68.580 (C);

6. Rejects all other bids or proposals; and

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Construction Contract with DPI Inc.

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Livermore, a California Municipal Corporation ("City") and DPI, Inc., a California Corporation ("Contractor") for work on the 2020 Annual Sewer Replacement Phase 1, Project No. 2020-03 ("Project").

The Parties Agree as Follows:

1. Award of Contract.

In response to the Notice Inviting Bids, Contractor has submitted a Bid Proposal to perform work on the Project, and on _____, 20___, as part of Resolution No. _____, City authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. Contract Documents.

This Contract consists of all of the written representations and submissions made by Contractor as part of the Bid process and the following numbered and un-numbered component documents, as detailed on the table of contents of this Agreement:

a. Bidding requirements (consisting of the Notice Inviting Bids; Instructions to Bidders; Bid Proposal; Bid Schedule, Subcontractor List, Noncollusion Declaration, Bid Bond, Bidder's Questionnaire, Payment Bond, Performance Bond, Warranty Bond);

b. General Conditions;

c. Special Conditions;

d. Division One Technical Specifications;

e. Appendix;

f. Index of Defined Terms;

g. Project Drawings and Specifications;

h. Bid Addenda, if any;

i. Change Orders, if any;

j. ALB Notice;

k. Notice to Proceed;

l. City Standard Specifications and Details;

3. Contractor's Obligations.

Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents. Contractor must provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor must use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. Payment.

As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, City will pay Contractor four million seven hundred and ninety-eight thousand seven hundred and twenty-three Dollars ($4,798,723.00) (the "**Contract Price**"), in accordance with the payment provisions in the General Conditions.

5. Time for Completion.

5.1. Substantial Completion

Contractor must achieve Substantial Completion, as that term is defined in the General Conditions, of the Project Work within 120 Working Days from the commencement date stated in the Notice to Proceed. ("**Substantial Completion Deadline.**"). For this project, the Contractor shall also incorporate 12 number of average anticipated inclement Weather Days into their bid estimate. Contractor shall be solely responsible for the extended overhead and profit for these weather days and shall not be compensated by the City in any way, reference Section 10.3 of the General Conditions and Section 013200-4.3 Contract Schedules for additional weather day information.

5.2. Final Completion

Contractor must achieve Final Completion, as that term is defined in the General Conditions, of the Project Work within 22 Working Days after the date of substantial completion. ("**Final Completion Deadline.**")

5.3. Early Completion.

By signing below, Contractor expressly waives any claim for delayed early completion.

6. Liquidated Damages.

If Contractor fails to meet either the Substantial Completion Deadline or the Final Completion Deadline, City may assess liquidated damages according the provisions in the General Conditions of the Contract Documents in the following amounts for each day of Unexcused Delay, and the Contract Price shall be reduced accordingly.

6.1. Substantial Completion Deadline: Four Thousand ($ 4,000) per day.

6.2. Final Completion Deadline: Three Thousand ($ 3,000) per day.

7. Labor Code Compliance.

This Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code, including requirements pertaining to wages, working hours and workers' compensation insurance.

7.1. Prevailing Wages.

This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. The general prevailing wage rates for each craft, classification or type of covered work are available online at http://www.dir.ca.gov/DLSR.

7.2. DIR Registration.

City will not accept a Bid Proposal from or enter into the Contract with a bidder without proof that the bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code, Section 1725.5, subject to limited legal exceptions allowed by the Labor Code.

8. Workers' Compensation Certification.

Under Labor Code, Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Labor Code, Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

The successful bidder previous to the entering of the contract to do the said work shall take out and maintain in full force and effect worker's compensation insurance with an insurance carrier authorized to transact business in the State of California, covering the bidder's full liability for compensation to any persons employed who may be injured in the carrying out of said contract or the dependents thereof. Evidence of such worker's compensation insurance shall be furnished to the City of Livermore by certificate and waiver of subrogation in the City's electronic insurance certificate tracking system (PINS) prior to the commencement of the work and said certificate shall contain a provision that

the coverage thereunder will not be canceled until at least thirty (30) days prior written notice has been given to the City.

9. Notice.

Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by email as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party must be given as follows:

	City	Contractor
Name	Joel Waxdeck	DPI, Inc.
Address	1052 South Livermore Avenue	5942 Las Positas Road
City/state/zip	Livermore, CA 94550	Livermore, CA 94551
Phone	925-960-4500	925-800-3100
Fax	925-960-4505	N/A
Attention	City Engineer	Anthony DeFreitas
Email	jhwaxdeck@livermoreca.gov	anthony@defreitaspipelineinc.com
Copy to	vmsendaydiego@livermoreca.gov	

10. General Provisions.

The following items are repeated here as stated as part of Part 2, General Conditions, for emphasis:

10.1. Assignment and Successors.

Contractor may not assign its rights or obligations under this Contract, in part or in whole, without City's written consent. This Contract is binding on Contractor's successors and permitted assigns. A consolidation or merger of Contractor or a change in ownership of 25% or more of Contractor's capital stock constitutes an assignment by Contractor requiring the City's written consent.

10.2. Third Party Beneficiaries.

There are no intended third party beneficiaries to this Contract except as expressly provided in the General Conditions or Special Conditions.

10.3. Governing Law and Venue.

This Contract will be governed by California law and venue will be in the Superior Court of the County in which the Project is located, and no other place.

10.4. Amendment.

No amendment or modification of this Contract will be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

10.5. Integration; Severability.

This Contract and the Contract Documents incorporated herein, including authorized amendments or Change Orders thereto, constitute the final, complete, and exclusive terms of the agreement between City and Contractor. If any provision of the Contract Documents, or portion of a provision, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract Documents will remain in full force and effect.

11. Authorization.

Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party. If Contractor is a corporation, signatures from two officers of the corporation are required under California Corporation Code, Section 313.

The parties agree to this Contract as witnessed by the signatures below:

CITY City of Livermore, a California Municipal Corporation	CONTRACTOR DPI, Inc.
s/_____	s/
Marianna A. Burch, City Manager	Name/Title [print] Anthony Defreitas, Secretary
Date: _____	Date: 5/20/2025
Approved as to form:	s/
	Name/Title [print] John Defreitas, President/CEO
_____ City of Livermore City Attorney	Date: 5/20/2025
	506605 Contractor's Calif. License Number(s)
	Seal:
	4/30/2026 Expiration Date(s)

END OF DOCUMENT

Bond Number: ES00019412

Premium: Included in Perf. Bond

PAYMENT BOND

City of Livermore, a Municipal Corporation, ("City") has entered into a contract, dated May 15, 20 25 with DPI, Inc. ("Contractor"), ("Contract") for work on the 2020 Annual Sewer Replacement Phase 1, City Project No. 2020-03 ("Project"). The Contract is incorporated by reference into this Payment Bond ("Bond").

1. General.

Under this Bond, Contractor as principal and Everest National Insurance Company, its surety ("Surety"), are bound to City as obligee in an amount not less than ($4,798,723.00) ("Bond Sum"), under California Civil Code, Sections 9550, et seq.

2. Surety's Obligation.

If Contractor or any of its Subcontractors fails to pay any of the persons named in California Civil Code, Section 9100 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its Subcontractors, under California Unemployment Insurance Code, Section 13020, with respect to the work and labor, then Surety will pay for the same.

3. Beneficiaries.

This Bond inures to the benefit of any of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Bond. Contractor must promptly provide a copy of this Bond upon request by any person with legal rights under this Bond.

4. Duration.

If Contractor promptly makes payment of all sums for all labor, materials, and equipment furnished for use in the performance of the Work required by the Contract, in conformance with the time requirements set forth in the Contract and as required by California law, Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

5. Waivers.

Surety waives any requirement to be notified of alterations to the Contract or extensions of time for performance of the Work under the Contract. Surety waives the provisions of Civil Code, Sections 2819 and 2845. City waives requirement of a new bond for any supplemental contract under Civil Code, Section 9550.

6. Notice.

Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Kevin Chambers

Address: 1340 Treat Blvd., Pacific Plaza, Suite 450

City/State/Zip: Walnut Creek, CA 94597

Phone: (510) 273-4678

Fax: (510) 273-4685

Email: Kevin.Chambers@everestre.com

7. Law and Venue.

This Bond will be governed by California law, and any dispute under this Bond will be venued in the Superior Court of the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

8. Effective Date; Execution.

This Bond is entered into and is effective on May 16, 20 25.

SURETY:	**CONTRACTOR:**
Everest National Insurance Company	DPI, Inc.
s/	s/
Name: Christopher M. Howell	Name: Anthony DeFreitas
Title: Attorney-in-Fact	Title: Secretary
(Attach Acknowledgment with Notary Seal and Power of Attorney)	s/
APPROVED BY CITY:	Name: John DeFreitas
s/	Title: President
Name:	
Title: Assistant/City Attorney	

END OF PAYMENT BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Francisco)

On 5/16/2025 before me, Rossio Daniela Polio Canas, Notary Public----------,
Date *Here Insert Name and Title of the Officer*

personally appeared Christopher M. Howell----------
Name(s) of Signer(s)

---,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

ROSSIO DANIELA POLIO CANAS
Notary Public - California
San Francisco County
Commission # 2440951
My Comm. Expires Mar 9, 2027

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christopher M. Howell
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

~~Signer's Name: _____~~
~~☐ Corporate Officer — Title(s): _____~~
~~☐ Partner — ☐ Limited ☐ General~~
~~☐ Individual ☐ Attorney in Fact~~
~~☐ Trustee ☐ Guardian or Conservator~~
~~☐ Other: _____~~
~~Signer Is Representing: _____~~

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

everest

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Charles R. Shoemaker, Mark M. Munekawa, Nerissa S. Bartolome, Yvonne Roncagliolo, Zachary V. Overbay, Patrick R. Diebel, Valerie Takeuchi, Thomas E. Hughes, Joan DeLuca, Kelly Holtemann, Christina Parsons, Karen Rhodes, Andrew S. Holloway, Rossio Polio, Christopher M. Howell, Lucy M. Dunham, Ian Campbell, Kathleen Earle

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 16th day of May 2025.

By: Sylvia Semerdjian, Assistant Secretary

Bond Number: ES00019412

Premium: $47,039.00

PERFORMANCE BOND

City of Livermore, a Municipal Corporation, ("City") has entered into a contract, dated May 15, 20 25 with DPI, Inc. ("Contractor"), ("Contract") for work on the 2020 Annual Sewer Replacement Phase 1, City Project No. 2020-03 ("Project"). The Contract is incorporated by reference into this Performance Bond ("Bond").

1. General.

Under this Bond, the Contractor as Principal and Everest National Insurance Company, its surety ("Surety"), are bound to City as obligee for an amount not less than Dollars ($4,798,723.00) (the "Bond Sum"). By executing this Bond, Contractor and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, to the provisions of this Bond.

2. Surety's Obligations; Waiver.

If Contractor fully performs its obligations under the Contract, including its warranty obligations under the Contract. Surety's obligations under this Bond will become null and void upon recordation of the notice of completion, provided Contractor has timely provided a warranty bond as required under the Contract. Otherwise Surety's obligations will remain in full force and effect until expiration of the one year warranty period under the Contract. Surety waives any requirement to be notified of and further consents to any alterations to the Contract made under the applicable provisions of the Contract Documents, including changes to the scope of Work or extensions of time for performance of Work under the Contract. Surety waives the provisions of Civil Code, Sections 2819 and 2845.

3. Application of Contract Balance.

Upon making a demand on this Bond, City will make the Contract Balance available to Surety for completion of the Work under the Contract. For purposes of this provision, the Contract Balance is defined as the total amount payable by City to the Contractor as the Contract Price minus amounts already paid to Contractor, and minus any liquidated damages, credits, or back charges to which City is entitled under the terms of the Contract.

4. Contractor Default.

Upon written notification from City that Contractor is in default under Section 12, General Construction Provisions, of the Contract General Conditions, time being of the essence, Surety must act within the time specified in that Section 12, to remedy the default through one of the following courses of action:

4.1. Arrange for completion of the Work under the Contract by Contractor, with the City's consent, but only if Contractor is in default solely due to its financial inability to complete the Work;

4.2. Arrange for completion of the Work under the Contract by a qualified contractor acceptable to City, and secured by performance and payment bonds issued by an admitted surety as required by the Contract Documents, at Surety's expense, or

4.3. Waive its right to complete the Work under the Contract and reimburse City the amount of City's costs to have the remaining Work completed.

5. Surety Default.

If Surety defaults on its obligations under the Bond, City will be entitled to recover all costs it incurs due to Surety's default, including legal, design professional, or delay costs.

6. Notice.

Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Kevin Chambers

Address: 1340 Treat Blvd., Pacific Plaza, Suite 450

City/State/Zip: Walnut Creek, CA 94597

Phone: (510) 273-4678

Fax: (510) 273-4685

Email: Kevin.Chambers@everestre.com

7. Law and Venue.

This Bond will be governed by California law, and any dispute under this Bond will be venued in the Superior Court for the County in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

8. Effective Date; Execution.

This Bond is entered into and effective on May 16, 20 25.

Signatures are on the following page.

SURETY:	**CONTRACTOR:**
Everest National Insurance Company	DPI, Inc.
s/	s/
Name: Christopher M. Howell	Name: Anthony DeFreitas
Title: Attorney-in-Fact	Title: Secretary
(Attach Acknowledgment with Notary Seal and Power of Attorney)	s/
	Name: John DeFreitas
	Title: President/CEO
APPROVED BY CITY:	
s/	
Name:	
Title: Assistant/City Attorney	

END OF PERFORMANCE BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Francisco)

On 5/16/2025 before me, Rossio Daniela Polio Canas, Notary Public----------,
Date *Here Insert Name and Title of the Officer*

personally appeared Christopher M. Howell----------
Name(s) of Signer(s)

---,

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

ROSSIO DANIELA POLIO CANAS
Notary Public - California
San Francisco County
Commission # 2440951
My Comm. Expires Mar 9, 2027

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christopher M. Howell
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

~~Signer's Name: _____~~
~~☐ Corporate Officer — Title(s): _____~~
~~☐ Partner — ☐ Limited ☐ General~~
~~☐ Individual ☐ Attorney in Fact~~
~~☐ Trustee ☐ Guardian or Conservator~~
~~☐ Other: _____~~
~~Signer Is Representing: _____~~

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

everest

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Charles R. Shoemaker, Mark M. Munekawa, Nerissa S. Bartolome, Yvonne Roncagliolo, Zachary V. Overbay, Patrick R. Diebel, Valerie Takeuchi, Thomas E. Hughes, Joan DeLuca, Kelly Holtemann, Christina Parsons, Karen Rhodes, Andrew S. Holloway, Rossio Polio, Christopher M. Howell, Lucy M. Dunham, Ian Campbell, Kathleen Earle

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Everest National Insurance Company CORPORATE SEAL 1985 DELAWARE

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 16th day of May 2025.

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Everest National Insurance Company CORPORATE SEAL 1985 DELAWARE

By: Sylvia Semerdjian, Assistant Secretary

Bond Number: ES00019412

WARRANTY BOND

City of Livermore, a Municipal Corporation, ("City") has entered into a contract, dated May 15, 20 25 with DPI, Inc. ("Contractor"), ("Contract") for work on the 2020 Annual Sewer Replacement Phase 1, City Project No. 2020-03 ("Project"). The Contract is incorporated by reference into this Warranty Bond ("Bond").

1. General.

Under this Bond, Contractor as principal and Everest National Insurance Company, its surety ("Surety"), are bound to City as obligee in the maximum amount of $719,808.45) or 15% of the final Contract Price, whichever is greater ("Bond Sum").

2. Warranty Period.

The Contract requires Contractor to guarantee its work and that of its Subcontractors on the Project, against defects in materials or workmanship which are discovered during the one year period commencing with recordation of the Notice of Completion (the "Warranty Period").

3. Surety's Obligations.

If Contractor faithfully carries out and performs its guarantee under the Contract, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Contractor promptly reimburses City for all loss and damage that City sustains because of Contractor's failure to makes such repairs in accordance with the Contract requirements, then Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

4. Waiver.

Surety waives the provisions of Civil Code, Sections 2819 and 2845.

5. Notice.

Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

Attn: Kevin Chambers

Address: 1340 Treat Blvd., Pacific Plaza, Suite 450

City/State/Zip: Walnut Creek, CA 94597

Phone: (510) 273-4678

Fax: (510) 273-4685

Email: Kevin.Chambers@everestre.com

6. Law and Venue.

This Bond will be governed by California law, and any dispute under this Bond will be venued in the Superior Court in which the Project is located, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

7. Effective Date; Execution.

This Bond is entered into and is effective on May 16, 20 25.

SURETY:	**CONTRACTOR:**
Everest National Insurance Company	DPI, Inc.
s/	s/
Name: Christopher M. Howell	Name: Anthony DeFreitas
Title: Attorney-in-Fact	Title: Secretary
(Attach Acknowledgment with Notary Seal and Power of Attorney)	s/
	Name: John DeFreitas
	Title: President / CEO
APPROVED BY CITY:	
s/	
Name:	
Title: Assistant/City Attorney	

END OF WARRANTY BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of San Francisco)

On 5/16/2025 before me, Rossio Daniela Polio Canas, Notary Public----------,
Date *Here Insert Name and Title of the Officer*

personally appeared Christopher M. Howell----------
Name(s) of Signer(s)

---

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

ROSSIO DANIELA POLIO CANAS
Notary Public - California
San Francisco County
Commission # 2440951
My Comm. Expires Mar 9, 2027

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christopher M. Howell
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

~~Signer's Name: _____~~
~~☐ Corporate Officer — Title(s): _____~~
~~☐ Partner — ☐ Limited ☐ General~~
~~☐ Individual ☐ Attorney in Fact~~
~~☐ Trustee ☐ Guardian or Conservator~~
~~☐ Other: _____~~
~~Signer Is Representing: _____~~

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

everest

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Charles R. Shoemaker, Mark M. Munekawa, Nerissa S. Bartolome, Yvonne Roncagliolo, Zachary V. Overbay, Patrick R. Diebel, Valerie Takeuchi, Thomas E. Hughes, Joan DeLuca, Kelly Holtemann, Christina Parsons, Karen Rhodes, Andrew S. Holloway, Rossio Polio, Christopher M. Howell, Lucy M. Dunham, Ian Campbell, Kathleen Earle

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Everest National Insurance Company CORPORATE SEAL 1985 DELAWARE

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 16th day of May 2025.

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Everest National Insurance Company CORPORATE SEAL 1985 DELAWARE

By: Sylvia Semerdjian, Assistant Secretary

PROJECT INSURANCE REQUIREMENT

City Risk Manager Reviewed: [illegible]
Dated: March 19, 2025

1. General

No later than ten days following issuance of the ALB Notice, Contractor is required to procure and provide proof of insurance coverage required by these Project Insurance Requirements in the form of certificates and endorsements. The required insurance must cover the activities of Contractor and its Subcontractors relating to or arising from the performance of the Work, and must remain in full force and effect at all times during the period covered by the Contract until the date of recordation of the Notice of Completion. All required insurance must be issued by a company licensed to do business in the State of California, and each such insurer must have an A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better, and be approved by the City Attorney and City's Risk Manager before the Contract is awarded. (Any waiver may only apply under written waiver from the Risk Manager.)

2. Required policies and limits.

The following insurance policies and limits are required for this Contract:

2.1. General.

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits must be available to the additional insured. Furthermore, the requirements for coverage and limits must be (1) the minimum coverage and limits specified in the Contract Documents; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

2.2. Limits.

The limits of required insurance may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance must contain or be endorsed to contain a provision that the coverage will also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance may be called upon to protect it as a named insured.

3. Minimum Scope of Insurance.

Coverage must be at least as broad as the following:

3.1. Insurance Services Office Commercial General Liability coverage: (a) Blanket contractual liability; (b) Broad form property coverage; and (c) Personal injury;

3.2. Insurance Services Office from covering Automobile Liability, code 1 (any auto);

3.3. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance. A waiver of subrogation is required for Workers' Compensation insurance; and

3.4. Other. Any other insurance coverages and limits required in the Contract Documents.

4. Minimum Limits of Insurance.

Contractor must maintain limits no less than:

4.1. General Liability: $5,000,000 per occurrence for bodily injury, personal injury and property damage and a $10,000,000 aggregate. If Commercial General Liability insurance or other form with a general aggregate liability is used, either the general aggregate limit must apply separately to this Project or must be designated as project specific, or the general aggregate limit must be twice the required occurrence limit.

4.2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.

4.3. Workers' Compensation/Employer's Liability: in conformance with California state requirements including $1,000,000 Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation.

4.4. Pollution Legal Liability Insurance: Contractor shall procure and maintain Pollution Legal Liability Insurance with a combined single limit of $1,000,000 for each pollution incident, $2,000,000 aggregate, and with coverage to include legal liability arising from the sudden and accidental release of pollutants, and no less than a three-year extended reporting period. Also, this coverage is to include non-owned disposal coverage.

4.5. Completed Operations: Contractor shall maintain insurance as required by this contract for a minimum of five years following the completion of this project. In the event the Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City of Livermore at its sole discretion may purchase the coverage required and the cost will be paid by the Contractor. Completed Operations endorsement or coverage shall be at least as broad as Insurance Services Office CG 20 37. Contractor shall require and verify that all subcontractors or other parties hired for this Agreement purchase and maintain coverage for indemnity and insurance requirements at least as broad of specified in this Agreement to the extent they apply to the scope of the subcontractor's work with the same Certificate of Insurance requirements and naming as additional insureds all parties to this agreement. Contractor shall include the following language in their agreements with Subcontractors: "Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Agreement. Subcontractor further agrees to include the same

requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extend they apply to the scope of the Sub-subcontractor's work. A copy of the City Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request." Contractor shall provide proof of such compliance and verification to the City upon request.

5. Deductibles and Self-Insured Retentions

5.1. City Approval. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

5.2. Self-Insured Retention. Policies containing any self-insured retention ("SIR") provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

5.3. Copies. The City reserves the right to obtain a full certified copy of any insurance policy and endorsement. Failure to exercise this right shall not constitute a waiver of right to exercise later.

6. Other Insurance Provision Requirements.

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

6.1. The City, its officers, officials, employees, agents and designated volunteers are to be covered as additional insureds as respects alleged: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

6.2. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or designated volunteers.

6.3. Contractor must furnish properly executed Certificates of Insurance from insurance companies acceptable to the City and signed copies of the specified endorsements for each policy before beginning Work under the Contract. That documentation must clearly evidence all coverages required above including specific evidence of separate endorsements naming the City and must provide that such insurance shall not be materially changed, terminated or allowed to expire in accordance with policy provisions by written notice and certified mail, return receipt requested, has been filed with the Risk Manager. Contractor shall replace such certificates for policies expiring before completion of Work.

7. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

8. Cross-Liability.

The Liability policy shall include a cross-liability or severability of interest endorsement.

9. Failure to Maintain Insurance Coverage.

If Contractor, for any reason, fails to maintain the required insurance coverage, it shall be deemed a material breach of contract. The City, at its sole option, may terminate this agreement and obtain damages from the Contractor resulting from the breach. Alternatively, the City may purchase the required insurance coverage, and without further notice to Contractor, the City may deduct from sums due to Contractor any premium costs advanced by the City for the insurance.

10. Primary and Non-Contributory.

For any claims related to this Project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and designated volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or designated volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

The additional insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

11. Subcontractors.

Contractor must require that every level of Subcontractor and every entity performing Work on the Project to be contractually bound to meet all of the requirements of the Contract Documents to the same extent as the Contractor, to the extent the requirements apply to such Work. Contractor shall require that every level of Subcontractor and every entity performing Work on the Project contractually provide the Contractor and City the right to enforce all applicable requirements of the Contract Documents, including all indemnity and insurance requirements. Contractor must require all Subcontractors and entities performing Project Work to provide valid certificates of insurance and required endorsements before beginning any Work and proof of such compliance to the City if requested.

12. Subrogation Waiver.

Contractor waives subrogation rights against City regardless of the applicability of any insurance proceeds, must require all Subcontractors, every entity performing Project Work, or others involved in any way with the Work to do likewise.

13. Verification of Coverage.

Contractor must furnish the City with original endorsements effecting coverage required by the Contract Documents. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf.

END OF DOCUMENT

LIVERMORE
CALIFORNIA

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

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution authorizing the execution of an agreement with Pencco, Inc. for the supply and delivery of ferric chloride for use at the Water Reclamation Plant in an amount not-to-exceed $210,600.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Pencco, Inc. for the supply and delivery of ferric chloride for use at the Water Reclamation Plant in an amount not-to-exceed $210,600.

SUMMARY

The Water Reclamation Plant (WRP) uses ferric chloride in primary treatment and solids handling processes. Through a cooperative bidding process, Pencco, Inc. was determined to be the lowest bidder at $1,500 per dry ton.

DISCUSSION

Staff at the WRP add ferric chloride in the primary clarifiers to minimize the amount of hydrogen sulfide produced in the anaerobic digesters. This helps minimize corrosion in the solids handling building, as well as improve air quality for staff while operating the belt press.

Earlier this year, the City participated in the annual Bay Area Chemical Consortium's (BACC) competitive bidding process for the supply of ferric chloride. This bidding process met the requirements of Livermore Municipal Code 2.68.390 section C for cooperative purchasing arrangements. The BACC is made up of numerous water and wastewater agencies in the Bay Area region that use similar chemicals. By utilizing the aggregate volume of these agencies, the BACC seeks to achieve the lowest market price for its members.

In February 2025, the BACC issued Bid No. 06-2025 for competitive bidding for the supply of ferric chloride. Pencco, Inc. was selected as the lowest responsive bidder at $1,500 per dry ton.

FISCAL AND ADMINISTRATIVE IMPACTS

The $210,600 not-to-exceed amount for the supply and delivery of ferric chloride is included in the FY 2025-26 operating budget in the Wastewater Enterprise Fund (Fund 620). Staff does not anticipate any administrative impacts or impacts to any other Fund due to approval of this agreement.

COMMUNITY PILLAR

1. A Safe Community That Thrives

GOAL

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

ATTACHMENTS

1. Award Letter
2. Resolution
3. Exhibit A - Agreement

Prepared by: Laura Mayate-DeAndreis
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

BACWA
BAY AREA
CLEAN WATER
AGENCIES

March 17, 2025

Pencco, Inc.
Attn: Sarah Duffy
PO Box 600
San Felipe, TX 77473

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 06-2025 for Supply and Delivery of FERRIC CHLORIDE.

Dear Ms. Duffy,

We are pleased to advise you that the bid submitted by Pencco, Inc. for Bid No. 06-2025, was determined to be the lowest responsive bid for the supply and delivery of FERRIC CHLORIDE during the period July 1, 2025 through June 30, 2026.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Pencco, Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bid Results for Project 06-2025 FERRIC CHLORIDE
Bid Due on February 20, 2025 4:00 PM (PDT)
SINGLE BID AWARD

Section	**FERRIC CHLORIDE**							
Description	**Central Valley**	**East Bay**	**Marin Sonoma Napa**	**North Bay**	**Peninsula**	**Sacramento**	**South Bay**	**Tri Valley**
Unit of Measure	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton
Pencco, Inc	1,480.0000	1,400.0000	1,583.0000	1,583.0000	1,509.0000	1,509.0000	1,500.0000	1,500.0000

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES WITH PENCCO INC. IN AN AMOUNT NOT-TO-EXCEED $210,600, FOR THE SUPPLY OF FERRIC CHLORIDE FOR USE AT THE WATER RECLAMATION PLANT

The City of Livermore requires the use of ferric chloride at its Water Reclamation Plant in the treatment and solids handling processes. The City participates in the Bay Area Chemical Consortium ("Consortium"). This bidding process meets the requirements of Livermore Municipal Code section 2.68.360 section C for cooperative purchasing arrangements. This allows the City to receive the best price by leveraging large volumes of chemicals used in common amongst Bay Area wastewater and water service providers. In February 2025, the Consortium completed a competitive bidding process and selected Pencco, Inc. as the best value to provide ferric chloride. Pencco, Inc. met all bid requirements and provides delivery directly to the Livermore Water Reclamation Plant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the City Council authorizes the execution of an agreement for services attached hereto as Exhibit A with Pencco, Inc. in an amount not-to-exceed $210,600 to provide supply and delivery of ferric chloride to the Water Reclamation Plant.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Pencco, Inc. Agreement

Docusign Envelope ID: 52C8949E-BC30-4A71-8522-9D5037936830

EXHIBIT A

25-0240

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered on , 2025 by and between the City of Livermore ("City"), a municipal corporation, and Pencco, INC ("Contractor"), a Texas corporation.

RECITALS

City requires services to supply and deliver Ferric Chloride.

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

AGREEMENT

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

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

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Contractor is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Contractor and its personnel performing the Services on behalf of Contractor are not City officers or employees. Contractor's personnel shall at all times be under Contractor's exclusive direction, control, supervision, and management. Contractor, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Contractor's personnel.

(c) Contractor and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(d) Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. <u>Description of Services</u>. Contractor shall provide the following services as more particularly set forth in Exhibit A Scope of Work collectively defined with the information in this section as "the Services" for the purposes of this Agreement;

Contractor shall provide the supply and delivery of Ferric Chloride to the City's water reclamation plant.

4. <u>Contractor's Responsibilities</u>. Contractor, at its own cost and expense, shall:

(a) Coordinate the Services with Andrew Hall, Water Resources Operations Manager ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner commensurate with industry, trade, and community standards. Consultant shall follow the highest industry standards when performing the Services required hereunder and covenants that all goods, materials, and equipment will be both of good quality as well as fit for the purpose intended. For the purposes of this Agreement the phrase "highest industry standards" means those standards recognized by one or more first-class contractors performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Contractor personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Contractor's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Contractor to remove and replace, and City agrees to advise Contractor of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Contractor's personnel to provide the Services;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally required and required by trade, craft, or classification for Contractor to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Contractor electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Contractor opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in

Docusign Envelope ID: 52C8949E-BC30-4A71-8522-9D5037936830

force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Contractor shall certify the correctness of any invoice or invoices for Services provided. Contractor shall not submit an invoice to City more frequently than once a calendar month;

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

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

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

(n) Correct all errors in the Services. If Contractor fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Contractor or deduct that cost from the compensation payable to Contractor; and,

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services.

5. Taxes, Fees and Assessments. Contractor is solely responsible for the payment of any taxes, fees, assessments, and other charges, including penalties and interest, that may be imposed by law and arise from or incurred by Contractor's performance of the Services. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties defined in Section 20 below against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Contractor. The indemnity in this Section 5 are in addition to and do not in any way limit Contractor's obligations in Section 20 below

6. Prevailing Wages.

(a) Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations (collectively "Prevailing Wage Laws") that require the payment of prevailing wage rates (§§ 1771, 1774, and 1775), employment of apprentices (§§ 1777.5 and 1775.6), certified payroll records (§ 1776), hours of labor (§§ 1813 and 1815), registration and debarment of contractors and subcontractors (§ 1777.1), and the performance of other requirements on public works and maintenance projects as defined the Prevailing Wage Laws.

(b) The prevailing wage rates for crafts, classifications, and types of workers are available online at http://www.dir.ca.gov/DLSR, and Contractor is responsible for determining whether the workers are entitled to the payment of prevailing wages and Contractor must pay no less than the specified rates to all entitled workers performing the Services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time ad one-half.

(c) Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the Prevailing Wage Laws including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

(d) If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.

(e) Work on public works and maintenance projects as defined by the Prevailing Wage Laws is subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to California Labor Code section 1771.4. No contractor may be awarded a contract for on public works and maintenance projects as defined the Prevailing Wage Laws unless currently registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

(f) Contractor agrees to indemnify, defend, and hold City harmless from any claim that prevailing wages should have been paid, and Contractor shall be liable for the payment of the same and penalties thereon. It is Contractor's responsibility to be

familiar with the California Labor Code and the Prevailing Wages Laws, and failure or neglect of Contractor to understand the California Labor Code shall and Prevailing Wage Laws in no way relieve Contractor from any obligations thereunder or under this Agreement.

(g) Contractor acknowledges that failure to pay prevailing wages to an entitled worker performing the Services may result in the Contractor being ineligible to contract with City.

7. Familiarity with Services. Contractor represents that it: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be performed; and, (iii) fully understands the facilities, difficulties, and restrictions associated with performing the Services. If Services involve work on City property, Contractor further represents that it has investigated the property and is fully acquainted with its condition. If Contractor discovers any latent or unknown conditions that materially affect performance of the Services, then Contractor shall immediately notify City of such discovery and shall not proceed with the Services except at Contractor's risk until Contractor receives written instructions from the Project Manager.

8. Service Warranties.

(a) Contractor warrants that it possesses all capital and other equipment, labor, goods, materials, supplies, and licenses necessary to carry out and complete the Services in compliance with any and all federal, state, county, and city laws, ordinances, and regulations.

(b) Contractor warrants, in addition to all warranties provided or implied by law or public policy, that all Services (including but not limited to all goods, materials, and equipment supplied by the Services) shall be free from defects in design and workmanship. During the term of this Agreement and for one year following its completion, expiration, or termination, Contractor agrees to replace or repair any Services (including but not limited to all goods, materials, and equipment supplied by the Services) that fail due to defects in material or workmanship, which replacement or repair shall be completed by Contractor within 30 days of notice of the failure by City.

9. Safety Provisions. Contractor shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

10. Preservation of City Property. Contractor shall provide, install, and utilize suitable safeguards, approved by City, to protect City property from injury or damage when providing the Services. If City property is injured or damaged as a result of Contractor's Services, then the Contractor shall, at its own cost and expense, replace or restore that property to a condition as good as when Contractor began providing the Services, which work shall be completed within a reasonable time. In all situations arising out of this Agreement, City and Contractor shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

11. Inspection. Contractor shall furnish City every reasonable opportunity for City to ascertain that the Services by Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work performed and all goods, materials, and equipment provided shall be subject to City inspection and approval. City inspection of such work, goods, materials, and equipment shall not relieve Contractor of any of its obligations to fulfill the requirements in this Agreement.

12. Audit. In addition to the requirements in Section 3(k) above, Contractor shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of three years after the date of final payment to Contractor. Contractor agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy, or transcribe any of Contractor's records pertaining to this Agreement at any time during normal business hours. Contractor shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could result in cause for termination.

13. Term. The term of this Agreement commences on 07/01/2025, and terminates upon the completion of the Services or 06/30/2026, whichever occurs first.

14. Termination by City. City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days' written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Contractor shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with and subject to Section 15.

15. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $210,600.00 ("not-to-exceed amount").

(b) City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Contractor for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Contractor and City acknowledge that compensation paid by City to Contractor pursuant to this Agreement is based upon Contractor's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Contractor and City further agree that compensation paid by City to Contractor is intended to include the costs of contributions to any pensions or annuities, or both, to which Contractor and its personnel may be eligible, and that City

has no responsibility for contributions beyond the compensation paid to Contractor under this Agreement. As provided in this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services, including all taxes Contractor is required to pay.

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

(e) City shall pay Contractor via the Automated Clearing House or as otherwise instructed by Contractor pursuant to Section 4(g) above.

16. <u>Ownership</u>.

(a) Contractor shall bear the risk of loss or damage to any goods, materials, or equipment associated with the Services until delivered to and accepted by City.

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

(c) All goods, materials, and equipment purchased for or produced as a result of the Services, including all warranties therefore, are City's property and Contractor shall deliver them to City upon demand.

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

18. <u>Confidentiality</u>. Contractor shall not disclose any confidential or proprietary information received from City to anyone except Contractor's personnel who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are returned to City or confirmed destroyed in a manner satisfactory to City.

19. <u>Defense, Indemnity, and Hold Harmless</u>. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified

Parties") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature arising out of or in connection with Contractor's performance of the Services, or in connection with Contractor's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of the Indemnified Parties. Contractor's obligations to hold harmless, indemnify, and defend shall not be excused because of Contractor's inability to evaluate Liability or because Contractor evaluates Liability and determines that Contractor is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Contractor must respond within 30 days to the tender of any claim for defense and indemnity by City.

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

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

20. Insurance. Without limiting Contractor's indemnification of the Indemnified Parties, Contractor shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Contractor shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

21. Force Majeure; Service Delays. Should Contractor's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Contractor's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Contractor. Nothing in this section restricts City's authority in Section 14 to terminate this Agreement.

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

23. Acceptance of Work. City's acceptance of, or payment to Contractor for, the Services does not release Contractor from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an

assumption of Contractor's responsibility or liability by City for any defect or error in the Services.

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

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

26. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Contractor shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

27. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

28. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified contractors to provide, services that are the same or similar to the Services.

29. Business Entity Status. Contractor is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and

any other state statute, to the extent such requirements apply to Contractor to provide the Services. By entering into this Agreement, Contractor represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Contractor, including any licensing agencies and trade industries. If Contractor is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

30. Authority to Execute Agreement. Contractor has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Contractor has received and accepted the authority to sign and execute this Agreement on behalf of Contractor. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, which authorization is ratified and confirmed upon Contractor's acceptance of the first compensation payment by City

31. No Subcontracting and No Assignment. Contractor's unique personal competence, experience, specialized personal knowledge, trade skills, and reputation were a substantial inducement to City for the award of this Agreement to Contractor, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Contractor constitutes an assignment.

32. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Contractor must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration.*

33. Work Eligibility. Contractor warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Contractor for the performance of the Services.

34. Non-Discrimination. In performance of the Services, Contractor agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

35. Construction of Language.

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

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 14, 20, 31, and 35 through 38 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 14, 20, 31, and 35 through 38 the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures

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

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

TO CITY: Attention: Water Resources Division Manager
Anthony Smith
City of Livermore / Public Works
101 W. Jack London Blvd.
Livermore, CA 94551
Email:awsmith@livermoreca.gov

Email: purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONTRACTOR: Attention: Jennifer Guajardo
Pencco, INC
P.O. Box 600
San Felipe, TX, 77473
United States
Email:jguajardo@pencco.com

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

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

40. Survival. The terms, conditions, and obligations in Sections 2, 5, 6, 8, 11, 12, 16 through 19, 31, 32, 35, and 38 through 41 shall survive the completion or termination of this Agreement.

41. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

42. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 Electronic Signatures and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Signatures and Exhibit List on the Next Page

Docusign Envelope ID: 52C8949E-BC30-4A71-8522-9D5037936830

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of the City after it was signed by Contractor.

CONSULTANT: **Dated:**

Signed by:
Jennifer Guajardo
A2FECEC8A0DC4F2...

7/3/2025 | 4:23 PM PDT

Jennifer Guajardo
Bid Supervisor

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

Deputy / Assistant /Senior Assistant /
City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D24BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

Docusign Envelope ID: 52C8949E-BC30-4A71-8522-9D5037936830

EXHIBIT A
Scope of Work Template

Project Name	Project Manager
Services to supply and deliver Ferric Chloride	**Andrew Hall**

Project Goals and Objectives	City requires services to supply and deliver ferric chloride to the City of Livermore Water Reclamation Plant.
Scope of Work Description	CONTRACTOR shall provide all necessary labor, equipment, vehicles, transportation, supplies, and materials to provide all the following service: 1. Supply and deliver Ferric Chloride to the Livermore Water Reclamation Plant (WRP) located at 101 West Jack London Boulevard in Livermore, California.
Resource Requirements	1. CONTRACTOR shall deliver chemical to the WRP within 14 days of order. 2. CONTRACTOR shall provide email confirmation to CITY whenever an order has been received. 3. CONTRACTOR or representative shall connect the delivery truck to the WRP tank and safely discharge chemical into the WRP tank. 4. CONTRACTOR or representative shall clean any spillage of chemical generated during the filling process. 5. CONTRACTOR or representative shall provide a weight tag showing the amount of chemical delivered to CITY for each delivery.
Communication Plan	Contractor will coordinate ferric chloride delivery with Operations Supervisors at (925) 960-8160 or (925) 960-8164.

Docusign Envelope ID: 52C8949E-BC30-4A71-8522-9D5037936830

EXHIBIT B
FEE SCHEDULE

The Contractor shall be compensated for the services identified in Exhibits A to this Agreement as follows:

3. **Compensation.** CITY shall compensate CONTRACTOR at the rate of **$1,500.00 per dry ton.**

4. **Invoices.** Each invoice submitted shall identify the amount of chemical provided. Invoices shall be submitted to the below address:

Address:

City of Livermore
Water Resources Division
Attention: Water Resources Operations Manager
101 W Jack London Blvd.
Livermore, CA 94551

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$2,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $1,000,000 per occurrence.
5. Pollution Liability:
   $2,000,000 per occurrence.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution authorizing execution of an agreement with Univar Solutions USA, LLC for the supply and delivery of sodium hypochlorite (12.5%) for use at the Water Reclamation Plant, in an amount no-to-exceed $705,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Univar Solutions USA, LLC for the supply and delivery of sodium hypochlorite (12.5%) for use at the Water Reclamation Plant, in an amount not-to-exceed $705,000.

SUMMARY

The Regional Water Quality Control Board requires the City to disinfect all treated wastewater prior to discharging it. Staff at the Water Reclamation Plant (WRP) currently use sodium hypochlorite (12.5%) for this purpose. Through a cooperative bidding process, Univar Solutions USA, LLC was determined to be the lowest bidder at $3.31 per gallon.

DISCUSSION

The WRP treats approximately 5.5 million gallons per day of raw wastewater. In order to meet federal and state regulations, the Regional Water Quality Control Board requires the City to disinfect all treated wastewater before discharging it. This is accomplished through the addition of sodium hypochlorite. The WRP uses approximately 155,000 gallons per year.

Earlier this year, the City participated in the annual Bay Area Chemical Consortium's (BACC) competitive bidding process for the supply of sodium hypochlorite. This bidding process met the requirements of Livermore Municipal Code 2.68.390 section C for cooperative bidding arrangements. The BACC is made up of numerous water and wastewater agencies in the Bay Area region that use similar chemicals. By utilizing the aggregate volume of these agencies, the BACC seeks to achieve the lowest market price for its members. In February 2025, the BACC issued Bid No, 13-2026 for competitive bidding for the supply of sodium hypochlorite (12.5%). Univar USA, Inc. was selected as the lowest responsive bidder at $3.31 per gallon.

FISCAL AND ADMINISTRATIVE IMPACTS

The $705,000 not-to-exceed amount for the supply and delivery of sodium hypochlorite is included in the proposed FY 2025-26 operating budget in the Wastewater Enterprise Fund (Fund 620). Staff does not anticipate any administrative impacts or impacts to any other Fund due to approval of this agreement.

COMMUNITY PILLAR

1. A Safe Community That Thrives

GOAL

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

ATTACHMENTS

1. Award Letter
2. Resolution
3. Exhibit A - Agreement

Prepared by: Laura Mayate-DeAndreis
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

BACWA
BAY AREA
CLEAN WATER
AGENCIES

March 17, 2025

Univar Solutions USA LLC
ATTN Jennifer Perras
8201 S 212th St.
Kent, WA 89032

RE: Regional Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-2025 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5% in the Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, South Bay and Tri Valley regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA LLC. for Bid No. 13-2025 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% in the Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, South Bay and Tri Valley regions during the period July 1, 2025 through June 30, 2026.

The participating BACC Agencies from the above regions should be contacting you shortly to discuss entering into contracts with Univar Solutions USA LLC. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
Bid Results for Project 13-2025 SODIUM HYPOCHLORITE 12.5%
Bid Due on February 20, 2025 4:00 PM (PDT)
REGIONAL BID AWARD

Section	**SODIUM HYPOCHLORITE 12.5%**								**SODIUM HYPOCHLORITE 12.5% In 275-gal totes (Optional bid item)**		**Sodium Hypochlorite 12.5% In Carboys (OPTIONAL BID ITEM)**	**SODIUM HYPOCHLORITE 5.25% (Optional bid item)**
Description	**Central Valley**	**East Bay**	**Marin Sonoma Napa**	**North Bay**	**Peninsula**	**Sacramento**	**South Bay**	**Tri Valley**	**Central Valley**	**North Bay**	**Marin Sonoma Napa**	**Sacramento**
Unit of Measure	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal
Univar Solutions USA LLC.	3.2900	3.2700	3.2900	3.2500	3.3200	3.4100	3.2900	3.3100	no bid			no bid

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES WITH UNIVAR USA, INC. FOR THE SUPPLY OF SODIUM HYPOCHLORITE 12.5% FOR USE AT THE WATER RECLAMATION PLANT IN AN AMOUNT NOT-TO-EXCEED $705,000.

The City of Livermore requires the use of sodium hypochlorite at its Water Reclamation Plant to disinfect treated effluent. The City participates in the Bay Area Chemical Consortium ("Consortium"). This bidding process meets the requirements of Livermore Municipal Code section 2.68.360 section C for cooperative purchasing arrangements. This allows the City to receive the best price by leveraging large volumes of chemicals used in common amongst Bay Area wastewater and water service providers.

In February 2025, the Consortium completed a competitive bidding process and selected Univar USA, Inc. as the best value to provide sodium hypochlorite 12.5%. Univar USA, Inc. met all bid requirements and provides delivery directly to the Livermore Water Reclamation Plant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the City Council authorizes the execution of an agreement for services attached hereto as Exhibit A with Univar USA, Inc. in an amount not to exceed $705,000 to provide supply and delivery of sodium hypochlorite 12.5% to the Water Reclamation Plant.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Docusign Envelope ID: 70A64F0A-8644-44C5-B312-A66D935291A5

EXHIBIT A

25-0231

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered on by and between the City of Livermore ("City"), a municipal corporation, and Univar Solutions USA, LLC ("Contractor"), an Illinois Limited Liability Corporation.

RECITALS

City requires services to supply and deliver Sodium Hypochlorite (12.5%) to the City of Livermore Water Reclamation Plant.

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

AGREEMENT

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

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

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Contractor is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Contractor and its personnel performing the Services on behalf of Contractor are not City officers or employees. Contractor's personnel shall at all times be under Contractor's exclusive direction, control, supervision, and management. Contractor, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Contractor's personnel.

(c) Contractor and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(d) Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. Description of Services. Contractor shall provide the following services as more particularly set forth in Exhibit A Scope of Work collectively defined with the information in this section as "the Services" for the purposes of this Agreement.

Contractor shall provide the supply and delivery of Sodium Hypochlorite to the City of Livermore Water Reclamation Plant.

4. Contractor's Responsibilities. Contractor, at its own cost and expense, shall:

(a) Coordinate the Services with Andrew Hall ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner commensurate with industry, trade, and community standards. Consultant shall follow the highest industry standards when performing the Services required hereunder and covenants that all goods, materials, and equipment will be both of good quality as well as fit for the purpose intended. For the purposes of this Agreement the phrase "highest industry standards" means those standards recognized by one or more first-class contractors performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Contractor personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Contractor's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Contractor to remove and replace, and City agrees to advise Contractor of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Contractor's personnel to provide the Services;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally required and required by trade, craft, or classification for Contractor to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Contractor electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Contractor opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in

Docusign Envelope ID: 70A64F0A-8644-44C5-B312-A66D935291A5

force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Contractor shall certify the correctness of any invoice or invoices for Services provided. Contractor shall not submit an invoice to City more frequently than once a calendar month;

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

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

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

(n) Correct all errors in the Services. If Contractor fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Contractor or deduct that cost from the compensation payable to Contractor; and,

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services.

5. Taxes, Fees and Assessments. Contractor is solely responsible for the payment of any taxes, fees, assessments, and other charges, including penalties and interest, that may be imposed by law and arise from or incurred by Contractor's performance of the Services. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties defined in Section 20 below against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Contractor. The indemnity in this Section 5 are in addition to and do not in any way limit Contractor's obligations in Section 20 below

6. Prevailing Wages.

(a) Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations (collectively "Prevailing Wage Laws") that require the payment of prevailing wage rates (§§ 1771, 1774, and 1775), employment of apprentices (§§ 1777.5 and 1775.6), certified payroll records (§ 1776), hours of labor (§§ 1813 and 1815), registration and debarment of contractors and subcontractors (§ 1777.1), and the performance of other requirements on public works and maintenance projects as defined the Prevailing Wage Laws.

(b) The prevailing wage rates for crafts, classifications, and types of workers are available online at http://www.dir.ca.gov/DLSR, and Contractor is responsible for determining whether the workers are entitled to the payment of prevailing wages and Contractor must pay no less than the specified rates to all entitled workers performing the Services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time ad one-half.

(c) Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the Prevailing Wage Laws including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

(d) If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.

(e) Work on public works and maintenance projects as defined by the Prevailing Wage Laws is subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to California Labor Code section 1771.4. No contractor may be awarded a contract for on public works and maintenance projects as defined the Prevailing Wage Laws unless currently registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

(f) Contractor agrees to indemnify, defend, and hold City harmless from any claim that prevailing wages should have been paid, and Contractor shall be liable for the payment of the same and penalties thereon. It is Contractor's responsibility to be

familiar with the California Labor Code and the Prevailing Wages Laws, and failure or neglect of Contractor to understand the California Labor Code shall and Prevailing Wage Laws in no way relieve Contractor from any obligations thereunder or under this Agreement.

(g) Contractor acknowledges that failure to pay prevailing wages to an entitled worker performing the Services may result in the Contractor being ineligible to contract with City.

7. Familiarity with Services. Contractor represents that it: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be performed; and, (iii) fully understands the facilities, difficulties, and restrictions associated with performing the Services. If Services involve work on City property, Contractor further represents that it has investigated the property and is fully acquainted with its condition. If Contractor discovers any latent or unknown conditions that materially affect performance of the Services, then Contractor shall immediately notify City of such discovery and shall not proceed with the Services except at Contractor's risk until Contractor receives written instructions from the Project Manager.

8. Service Warranties.

(a) Contractor warrants that it possesses all capital and other equipment, labor, goods, materials, supplies, and licenses necessary to carry out and complete the Services in compliance with any and all federal, state, county, and city laws, ordinances, and regulations.

(b) Contractor warrants, in addition to all warranties provided or implied by law or public policy, that all Services (including but not limited to all goods, materials, and equipment supplied by the Services) shall be free from defects in design and workmanship. During the term of this Agreement and for one year following its completion, expiration, or termination, Contractor agrees to replace or repair any Services (including but not limited to all goods, materials, and equipment supplied by the Services) that fail due to defects in material or workmanship, which replacement or repair shall be completed by Contractor within 30 days of notice of the failure by City.

9. Safety Provisions. Contractor shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

10. Preservation of City Property. Contractor shall provide, install, and utilize suitable safeguards, approved by City, to protect City property from injury or damage when providing the Services. If City property is injured or damaged as a result of Contractor's Services, then the Contractor shall, at its own cost and expense, replace or restore that property to a condition as good as when Contractor began providing the Services, which work shall be completed within a reasonable time. In all situations arising out of this Agreement, City and Contractor shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

11. Inspection. Contractor shall furnish City every reasonable opportunity for City to ascertain that the Services by Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work performed and all goods, materials, and equipment provided shall be subject to City inspection and approval. City inspection of such work, goods, materials, and equipment shall not relieve Contractor of any of its obligations to fulfill the requirements in this Agreement.

12. Audit. In addition to the requirements in Section 3(k) above, Contractor shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of three years after the date of final payment to Contractor. Contractor agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy, or transcribe any of Contractor's records pertaining to this Agreement at any time during normal business hours. Contractor shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could result in cause for termination.

13. Term. The term of this Agreement commences on 07/01/2025, and terminates upon the completion of the Services or 06/30/2026, whichever occurs first.

14. Termination by City. City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days' written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Contractor shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with and subject to Section 15.

15. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $705,000.00 ("not-to-exceed amount").

(b) City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Contractor for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Contractor and City acknowledge that compensation paid by City to Contractor pursuant to this Agreement is based upon Contractor's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Contractor and City further agree that compensation paid by City to Contractor is intended to include the costs of contributions to any pensions or annuities, or both, to which Contractor and its personnel may be eligible, and that City

has no responsibility for contributions beyond the compensation paid to Contractor under this Agreement. As provided in this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services, including all taxes Contractor is required to pay.

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

(e) City shall pay Contractor via the Automated Clearing House or as otherwise instructed by Contractor pursuant to Section 4(g) above.

16. <u>Ownership</u>.

(a) Contractor shall bear the risk of loss or damage to any goods, materials, or equipment associated with the Services until delivered to and accepted by City.

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

(c) All goods, materials, and equipment purchased for or produced as a result of the Services, including all warranties therefore, are City's property and Contractor shall deliver them to City upon demand.

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

18. <u>Confidentiality</u>. Contractor shall not disclose any confidential or proprietary information received from City to anyone except Contractor's personnel who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are returned to City or confirmed destroyed in a manner satisfactory to City.

19. <u>Defense, Indemnity, and Hold Harmless</u>. To the fullest extent permitted by law, Contractor shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified

Parties") from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature arising out of or in connection with Contractor's performance of the Services, or in connection with Contractor's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of the Indemnified Parties. Contractor's obligations to hold harmless, indemnify, and defend shall not be excused because of Contractor's inability to evaluate Liability or because Contractor evaluates Liability and determines that Contractor is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Contractor must respond within 30 days to the tender of any claim for defense and indemnity by City.

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

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

20. Insurance. Without limiting Contractor's indemnification of the Indemnified Parties, Contractor shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Contractor shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

21. Force Majeure; Service Delays. Should Contractor's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Contractor's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Contractor. Nothing in this section restricts City's authority in Section 14 to terminate this Agreement.

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

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

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

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

26. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Contractor shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

27. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

28. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified contractors to provide, services that are the same or similar to the Services.

29. Business Entity Status. Contractor is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Contractor to provide the Services. By entering into this Agreement, Contractor represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Contractor, including any licensing agencies and trade industries. If Contractor is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

30. Authority to Execute Agreement. Contractor has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Contractor has received and accepted the authority to sign and execute this Agreement on behalf of Contractor. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, which authorization is ratified and confirmed upon Contractor's acceptance of the first compensation payment by City

31. No Subcontracting and No Assignment. Contractor's unique personal competence, experience, specialized personal knowledge, trade skills, and reputation were a substantial inducement to City for the award of this Agreement to Contractor, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Contractor constitutes an assignment.

32. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Contractor must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration.*

33. Work Eligibility. Contractor warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Contractor for the performance of the Services.

34. Non-Discrimination. In performance of the Services, Contractor agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

35. Construction of Language.

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

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 14, 20, 31, and 35 through 38 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 14, 20, 31, and 35 through 38 the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures

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

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

TO CITY: Attention: Water Resources Division Manager
City of Livermore / Public Works
101 W. Jack London Blvd.
Livermore, CA, 94551
awsmith@livermoreca.gov

Email: purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONTRACTOR: Attention: Jennifer Perras
Univar Solutions USA, LLC
8201 S 12th Street
Kent, WA, 98032
United States
jennifer.perras@univarsolutions.com

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

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

40. Survival. The terms, conditions, and obligations in Sections 2, 5, 6, 8, 11, 12, 16 through 19, 31, 32, 35, and 38 through 41 shall survive the completion or termination of this Agreement.

41. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

42. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 Electronic Signatures and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Signatures and Exhibit List on the Next Page

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of the City after it was signed by Contractor.

CONSULTANT: **Dated:**

Signed by:
Joe Serna
BDBA34DC6E48432...

7/8/2025 | 1:29 PM PDT

Joe Serna
Vice President

CITY OF LIVERMORE: **Dated:**

Marianna A.Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

Deputy / Assistant /Senior Assistant /
City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

Docusign Envelope ID: 70A64F0A-8644-44C5-B312-A66D935291A5

EXHIBIT A
Scope of Work

Project Name	Project Manager
Services to supply and deliver Sodium Hypochlorite	**Andrew Hall**

Project Goals and Objectives	The city requires services to supply and deliver Sodium Hypochlorite (12.5 %) to the City of Livermore Water Reclamation Plant.

Scope of Work Description	CONTRACTOR shall provide all necessary labor, equipment, vehicles, supplies, and materials to provide all the following service: 1. Supply and delivery of Sodium Hypochlorite to the Livermore Water Reclamation Plant (WRP) located at 101 West Jack London Boulevard in Livermore, California.

Resource Requirements	1. CONTRACTOR shall deliver chemical to the WRP within 14 days of order. 2. CONTRACTOR shall provide email confirmation to CITY whenever an order has been received. 3. CONTRACTOR shall provide email confirmation to CITY whenever an order has been received. 4. CONTRACTOR or representative shall connect the delivery truck to the WRP tank and safely discharge chemical into the WRP tank. 5. CONTRACTOR or representative shall clean any spillage of chemical generated during the filling process. 6. CONTRACTOR or representative shall provide a weight tag showing the amount of chemical delivered to CITY for each delivery.

Communication Plan	Contractor will coordinate Sodium Hypochlorite delivery with Operations Supervisors at (925) 960-8160 or (925) 960-8164.

Docusign Envelope ID: 70A64F0A-8644-44C5-B312-A66D935291A5

EXHIBIT B
FEE SCHEDULE

The Contractor shall be compensated for the services identified in Exhibits A to this Agreement as follows:

1. **Compensation.** City shall compensate CONTRACTOR at the rate of $3.31 per gallon.

3. **Invoices.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit B. Invoices shall be submitted to the below address:

City of Livermore
Water Resources Division
Attention: Water Resources Operations Manager
101 West Jack London Blvd.
Livermore, CA 94551

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$2,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $1,000,000 per occurrence.
5. Pollution Liability:
   $2,000,000 per occurrence.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of a two-year agreement with Interwest Consulting Group to provide planning services in an amount not-to-exceed $390,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Interwest Consulting Group to provide planning technical services for the period of July 10, 2025, through July 10, 2027, in an amount not-to-exceed $390,000.

SUMMARY

The Planning Division staff continues to manage several large scale, multi-year programs including the General Plan Update. The City has also seen an increase in complexity of private development applications and expects that trend to continue for the next several years, particularly as the implementation of the 2045 General Plan commences. The frequency and volume of in-person inquiries for land use and zoning information at the Permit Center's public counter remains high. Electronic inquiries via e-mail, phone, and through the City's website are increasing as these channels are more convenient for the general public.

This agreement will enable Interwest Consulting Group (Consultant) to continue to provide full-time technical planning services in-person at the public counter and respond to electronic inquiries. Staff anticipates the Consultant will also process minor entitlement applications for signs, accessory structures, and residential construction projects, and non-residential additions. Interwest has provided good service to the City with one full time Planning Tech/Assistant Planner over the past two years. This agreement will allow that Interwest staff to continue as well as an additional Interwest staff as needed to supplement City staff.

Supplementing staffing resources in the Planning Division for a two-year period will facilitate progress on the City's high-profile programs and complex projects and enable the division to continue providing high-quality customer service and meet required timelines for processing of private development applications.

DISCUSSION

City Planning staff continues to implement significant programs including the update of the City's General Plan and are preparing for its implementation such as the development of a Midtown Specific Plan, comprehensive update to the Development Code, facilitation of South Livermore revitalization, and implementation of the Airport Development Strategy. Staff are also managing the short-term rental and downtown Outdoor Dining programs, and processing development projects for land recently annexed near the Oaks Business Park. In addition, Planning staff continues to lead downtown project implementation, responding to Alameda County referrals, tracking and monitoring housing development in compliance with state requirements, and participating in regional planning efforts with the Association of Bay Area Governments/Metropolitan Transportation Commission.

At the same time, the Planning Division continues to experience significant development interest in the Isabel Neighborhood Specific Plan (INSP) area. The City Council has already approved multiple development applications in the INSP. City staff resources are committed to post entitlement tasks associated with the multi-phased developments such as Isabel Crossings and Cornerstone subdivisions.

Planning staff also manages the City's open space acquisition and long-term management program and has been active in purchasing new open space properties over the past several years. Staff manages and updates the City's development database and provides demographic information to the public and other departments for important long-term forecasting. Finally, Planning staff oversees and provides staff liaisons to two separate advisory bodies: Planning Commission and the Historic Preservation Commission.

The proposed Consultant will provide permit technician services for the Planning Division to supplement ongoing staffing at the public counter and via electronic channels. The planning services proposed under the Agreement will enable the Planning Division staff to focus internal efforts on priority projects and simultaneously maintain appropriate levels of customer service in response to the high volume of complex private project applications the City has been receiving and expects to continue to receive over the next 24 months. This Agreement covers up to $390,000 through July 10, 2027.

FISCAL AND ADMINISTRATIVE IMPACTS

The term of the agreement is from July 10, 2025, to July 10, 2027, in an amount not-to-exceed $390,000. The Planning Division’s proposed budget includes sufficient funds to cover consultant contract costs for the next two fiscal years (2025-26 and 2026-27); therefore, no additional appropriation is necessary. Utilization of city staff time will be necessary to administer the consultant agreement and provide supervisory oversight of the Consultant's day-to-day performance.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

6: Provide efficient and effective permit processing services

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Andy Ross
Principal Planner

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH INTERWEST CONSULTING GROUP IN AN AMOUNT NOT-TO-EXCEED $390,000 TO PROVIDE TECHNICAL PLANNING SERVICES

The Planning Division in the Community Development Department requires a consultant to provide permit technician services at the public counter and via electronic channels, in addition to processing minor entitlement applications. The planning services proposed under the agreement with the consultant, Interwest Consulting Group ("Agreement"), will enable the Planning Division staff to focus internal efforts on priority projects and maintain appropriate levels of customer service.

The proposed Agreement with Interwest Consulting Group allows for services to commence on July 10, 2025, and terminate upon completion of services, or on July 10, 2027, whichever occurs first.

Authorization to execute a professional services agreement is an administrative action, which does not qualify as a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378. Therefore, no environmental review is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to execute the Agreement with Interwest Consulting Group, attached hereto as Exhibit A, in an amount not-to-exceed $390,000, for technical planning services.

On motion of _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou _____
Katherine Mirassou
Assistant City Attorney

Exhibit A - Interwest Consulting Group Professional Services Agreement

Docusign Envelope ID: F4755587-07E8-4957-AF65-ADC11E69B98C

EXHIBIT A

25-0283

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered on by and between the City of Livermore ("City"), a municipal corporation, and Interwest Consulting Group ("Consultant"), a California Corporation.

RECITALS

City requires professional services to Planning technical services at the public counter and via telephone and e-mail and assist with routine entitlement applications. Drafting conditions of approval, agreements, and staff reports to City Council which shall be finalized by City staff. May attend meetings between staff, developers, planners and others.

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

Consultant represents and warrants that it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges City has relied upon these representations and warranties as inducement to award this Agreement to Consultant.

AGREEMENT

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

1. <u>Retention as Consultant</u>. City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the Services described and defined below in Section 3 *Description of Services* subject to the terms and conditions in this Agreement.

2. <u>Relationship of Parties – Independent Contractors</u>.

(a) The relationship of the parties shall be that of independent contractors. Consultant is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Consultant and its personnel performing the Services on behalf of Consultant are not City officers or employees. Consultant's personnel shall at all times be under Consultant's exclusive direction, control, supervision, and management. Consultant, at its own cost and expense, is responsible for all workers compensation insurance,

withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Consultant's personnel.

(c) Consultant and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

(d) Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. <u>Description of Services</u>. Consultant shall provide the following professional services as more particularly set forth in Exhibit A *Scope of Work* collectively defined with the information in this section as "the Services" for the purposes of this Agreement.

4. <u>Consultant's Responsibilities</u>. Consultant, at its own cost and expense, shall:

(a) Coordinate the Services with Stephen Riley ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Consultant personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Consultant's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Consultant to remove and replace, and City agrees to advise Consultant of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Consultant's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Consultant shall certify the correctness of any invoice or invoices for Services provided. Consultant shall not submit an invoice to City more frequently than once a calendar month;

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

(l) Be available to the Project Manager, City staff, and other parties referred to Consultant by the Project Manager to answer questions or inquiries related to the Services or invoices;

(m) Prepare and submit a written report to the Project Manager, within three business-days of the Project Manager's written request, that identifies the Services completed

and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;

(n) Correct all errors in the Services. If Consultant fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Consultant or deduct that cost from the compensation payable to Consultant;

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services; and,

(p) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

5. Term. The term of this Agreement commences on 07/10/2025, and terminates upon the completion of the Services or 07/10/2027, whichever occurs first.

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

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $390,000.00 ("not-to-exceed amount").

(b) City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Consultant for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

(c) Consultant and City acknowledge that compensation paid by City to Consultant pursuant to this Agreement is based upon Consultant's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Consultant and City further agree that compensation paid by City to Consultant is intended to include the costs of contributions to any pensions or annuities, or both, to which Consultant and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Consultant under this Agreement. As provided this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-

all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services, including all taxes Consultant is required to pay.

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

(e) City shall pay Consultant via the Automated Clearing House or as otherwise instructed by Consultant pursuant to Section 4(g) above.

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

9. Intellectual Property, Copyright, and Right of Use. All items created by Consultant for City under this Agreement are works made for hire, and Consultant shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Consultant agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Consultant to City and Consultant obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services. For the avoidance of doubt, nothing in this Agreement shall be understood to grant City rights to pre-existing intellectual property of Consultant, including Consultant software and licensed software, or to any improvements thereto.

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

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel either selected from Consultant's insurance carrier's panel counsel or other counsel either of which must be acceptable to City, City and its elected and appointed officials, officers, directors, employees, agents, and designated volunteers (collectively "Indemnified Parties") from and against any and all third party liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature to the extent arising out of or in connection with Consultant's intentionally wrongful or negligent performance of the Services, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole or active negligence or willful misconduct of the Indemnified Parties, or Liability caused by (i) the use by City of unfinished or draft documents or (ii) the use of documents for any project other than that for which they were prepared or (iii) the use of documents after a change in applicable codes or law. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant

evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by City. Notwithstanding any provision of law to the contrary, Consultant shall have the right to control the defense and settlement of any action for which indemnification is sought, provided that it shall not enter into any settlement that requires an admission of wrongdoing by any Indemnified Parties without that Indemnified Parties' approval. Consultant's obligations under this Agreement are contingent upon timely receipt of notice of the claim for which indemnification is sought, such that defense of the claim is not prejudiced, and the reasonable assistance of the Indemnified Parties in connection with the defense of the claim.

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

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

12. <u>Insurance</u>. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. <u>Force Majeure; Service Delays</u>. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

14. <u>Acceptance of Final Payment</u>. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

15. <u>Acceptance of Work</u>. City's acceptance of, or payment to Consultant for, the Services does not release Consultant from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an

assumption of Consultant's responsibility or liability by City for any defect or error in the Services.

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

17. Economic Disclosure. Consultant shall comply with City's local conflict of interest code implementing the California Political Reform Act, and shall prepare and file an economic disclosure statement if the Services involve making, or participation in making, governmental decisions or financial decisions by City that may have a material effect on Consultant's financial interests as determined by the City Attorney's Office. While it is Consultant's sole responsibility to evaluate its conflicts of interest, Consultant nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

18. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Consultant shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

19. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

20. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified consultants to provide, services that are the same or similar to the Services.

21. Business Entity Status. Consultant is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and

any other state statute, to the extent such requirements apply to Consultant to provide the Services. By entering into this Agreement, Consultant represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Consultant, including any licensing agencies. If Consultant is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

22. Authority to Execute Agreement. Consultant has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Consultant has received and accepted the authority to sign and execute this Agreement on behalf of Consultant. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, which authorization is ratified and confirmed upon Consultant's acceptance of the first compensation payment by City.

23. No Subcontracting and No Assignment. Consultant's unique personal competence, experience, specialized personal knowledge, and professional reputation were a substantial inducement to City for the award of this Agreement to Consultant, therefore no part of the Services may be assigned or subcontracted without City's prior written consent , which shall not be unreasonably delayed or withheld. For the purposes of this section, a change of fifty percent or more in the ownership or control of Consultant constitutes an assignment.

24. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration*.

25. Work Eligibility. Consultant warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Consultant for the performance of the Services.

26. Non-Discrimination. In performance of the Services, Consultant agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

27. Construction of Language.

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

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

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

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

TO CITY: Attention: Stephen Riley
City of Livermore / Community Development
1052 South Livermore Avenue Livermore, CA, 94550
spriley@livermoreca.gov

Email: purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONSULTANT: Attention: Richard Smeaton, AICP
Interwest Consulting Group
39355 California Street, Suite 200
Fremont, CA, 94538
United States
Email: rsmeaton@interwestgrp.com

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

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

31. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

32. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

33. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 *Electronic Signatures* and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

Signatures and Exhibit List on the Next Page

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of City after it was signed by Consultant.

CONSULTANT: **Dated:**

DocuSigned by:
Paul Meschino
03B869F5C892409...

6/30/2025 | 10:26 AM PDT

Paul Meschino
President of Operations

CITY OF LIVERMORE: **Dated:**

Marianna A.Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Katherine Mirassou
D48B6A0C4F27411...

Deputy/ Assistant /Senior Assistant /
City Attorney

APPROVED AS TO INSURANCE:

Signed by:
Amber Hatfield
12BC7E4D88224F6...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

Docusign Envelope ID: F4755587-07E8-4957-AF65-ADC11E69B98C

EXHIBIT A
Scope of Work

Project Name	Project Manager
Interwest Consulting Group	**Stephen Riley**

Scope of Work Description	• Planning technical services at the public counter and via telephone and e-mail and assist with routine entitlement applications. Drafting conditions of approval, agreements, and staff reports to City Council which shall be finalized by City staff. May attend meetings between staff, developers, planners and others.

EXHIBIT B
FEE SCHEDULE

The Contractor shall be compensated for the services identified in Exhibits A to this Agreement as follows:

1. **Maximum Not To Exceed Amount.**

A. The maximum the Contractor shall be paid on this Agreement is 390,000.00 hereafter the Not to Exceed amount. The Not to Exceed amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Only the reimbursable items identified shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in section 1.A of this Exhibit and a copy of the original invoice for the items listed in sections 1, 2 or 3 below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. Additionally, items such as a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary, and actually incurred, by the Contractor in connection with the services:

   1. Expenses, fees or charges for printing, reproduction, or binding of documents at actual costs with no markup added to the actual cost.

   2. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

   3. Travel expenses shall be reimbursed at actual costs with no markup added to the actual cost.

C. The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the Not to Exceed amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

D. If work is completed before the Not to Exceed amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

2. **Hourly Rates (if charging hourly rates. If not, insert table with basis of charges).** The Not-to-Exceed amount of this contract shall be 390,000.00 to be billed by the contractor on an as-needed basis, based on the hourly rates as the following table:

Position Description	Hourly Rate
Emily LaDue – Assistant Planner	$110
Nishant Seoni – Associate Planner	$135

3. **Invoices.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit B. Invoices shall be submitted to the below address:

City of Livermore
Planning
Community Development
Attention: Stephen Riley
1052 South Livermore Avenue
Livermore, CA 94550
spriley@livermoreca.gov

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $2,000,000 per occurrence/**$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."
4. Professional Liability/ Cyber Liability/Errors and Omissions:
   $2,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated

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

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving the Memorandum of Understanding between the City of Livermore and the Livermore Management Group (LMG).

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the execution of the Memorandum of Understanding (MOU) between the City of Livermore and the Livermore Management Group (LMG) for the period of July 1, 2025, through June 30, 2029.

SUMMARY

The Livermore Management Group (LMG) Memorandum of Understanding expired on June 30, 2025. LMG currently represents approximately 78 full-time equivalent positions and is the exclusive bargaining unit for the City's mid-level managers. On April 24, 2025, negotiations with LMG on a successor agreement commenced. The City and LMG met six (6) times on the terms to be contained in the successor MOU. As a result of the meetings between the City and LMG, the parties reached a tentative agreement, subject to City Council approval, on terms and conditions of employment as set forth in Attachment 1 – Redlined Memorandum of Understanding.

DISCUSSION

The following is a summary of the proposed substantive changes to the previous LMG MOU which expired on June 30, 2025:

Term: July 1, 2025 – June 30, 2029 (4 years)

General Wage Adjustment
General wage adjustments will be provided to all employees holding classifications assigned to LMG as follows:

Effective July 14, 2025 – 5%
Effective July 13, 2026 – 3%

Effective July 12, 2027 – 3%
Effective July 10, 2028 – 3%

Recognition of Rising Medical Costs
In recognition of increases in medical costs, the MOU includes the following increases to base salary:

Effective July 14, 2025 – 1%
Effective July 13, 2026 – 1%

Bilingual Pay: Increase Bilingual Pay to $60/per pay period.

Acting Pay: Acting pay for assignments greater than 30 days due to vacancy or extended leave may be eligible for a temporary increase over the employee's current base salary rate of up to 7.5%.

FISCAL AND ADMINISTRATIVE IMPACTS

The increase in the City's cost to salaries and benefits for Livermore Management Group employees for the first year of the contract is $675,655. By the fourth year of the MOU the salary and benefit modifications will be $2,214,768 greater than the FY 2024-25 budget for LMG employees. Council's approval of the MOU includes the appropriation of funds as follows:

Fund #	Fund	FY 2025-26 LMG Allocation	FY 2026-27 LMG Allocation
100	General Fund	$426,796	$728,399
200	Low Income Housing Fund	18,155	30,984
210	Horizons	9,612	16,404
224	Grant - CDBG	3,278	5,595
283	City Street Sweeping Fee	806	1,376
289	Solid Waste & Recycling Fee	8,626	14,722
310	Downtown LMD	2,016	3,440
311	Other LMD	10,078	17,200
600	Airport	24,674	42,110
610	Stormwater	18,460	31,506
620	Wastewater	55,281	94,346
640	Water	31,697	54,097
720	Information Technology	52,468	89,546
730	Fleet & Equipment Services	8,063	13,760
740	Facilities Rehab Pgm	5,644	9,632
	Total	**$675,655**	**$1,153,118**

COMMUNITY PILLAR

5: A City That Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Memorandum of Understanding - Redlined
2. Resolution
3. Exhibit A - LMG MOU 2025 - 2029

Prepared by: Amanda Sabolish
Human Resource Analyst I

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

MASTER

M E M O R A N D U M O F U N D E R S T A N D I N G

on

WAGES, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

LIVERMORE MANAGEMENT GROUP

and

CITY OF LIVERMORE

TERM OF MEMORANDUM

~~July 1, 2021 through June 30, 2025~~
July 1, 2025 through June 30, 2029

TABLE OF CONTENTS

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING ..... Page 1
ARTICLE II. RECOGNITION ..... Page 1
ARTICLE III. STATE LAW COMPLIANCE ..... Page 1
ARTICLE IV. CITY COUNCIL APPROVAL ..... Page 1
ARTICLE V. TERMS OF UNDERSTANDING ..... Page 1

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES ..... Page 1
ARTICLE II. OVERTIME COMPENSATION ..... Page 2
ARTICLE III. SUPERVISORY DIFFERENTIAL PAY ..... Page 2
ARTICLE IV. UNIFORMS ~~ALLOWANCE~~ ..... Page 3
ARTICLE V. TUITION REIMBURSEMENT PLAN ..... Page 3
ARTICLE VI. DEFERRED COMPENSATION ..... Page 3
ARTICLE VII. EMPLOYEE PROFESSIONAL CERTIFICATIONS, LICENSES, AND MEMBERSHIP IN ORGANIZATIONS ..... Page 4
ARTICLE VIII. ACTING PAY ..... Page 4
ARTICLE IX. SPECIAL PROJECT PAY ..... Page 4
ARTICLE X. BILINGUAL PAY ..... Page 5
ARTICLE XI. SAFETY SHOES ..... Page 5

CHAPTER 3. LEAVES

ARTICLE I. VACATION ..... Page 5
ARTICLE II. PARENTAL LEAVE ..... Page 6
ARTICLE III. BEREAVEMENT LEAVE ..... Page 6
ARTICLE IV. ADMINISTRATIVE LEAVE ..... Page 6
ARTICLE V. HOLIDAYS ..... Page 7

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH CARE BENEFITS ..... Page 7
ARTICLE II. LIFE INSURANCE ..... Page 7
ARTICLE III. LONG TERM DISABILITY INSURANCE ..... Page 7
ARTICLE IV. RETIREE HEALTH BENEFIT ..... Page 8
ARTICLE V. HEALTH AND FITNESS ..... Page 9
ARTICLE VI. LONG TERM CARE ..... Page 10

CHAPTER 5. RETIREMENT

ARTICLE I. PERS RETIREMENT PLAN ..... Page 10

CHAPTER 6. MISCELLANEOUS

ARTICLE I. APPLICABILITY OF PERSONNEL RULES AND REGULATIONS AND CITY POLICIES ..... Page 11
ARTICLE II. PART-TIME EMPLOYEES ..... Page 11
ARTICLE III. ECONOMIC UNCERTAINITY ..... Page 11

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation hereinafter referred to as "CITY," and CITY OF LIVERMORE MANAGEMENT GROUP hereinafter referred to as "MANAGEMENT GROUP" pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix "A" attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

CITY OF LIVERMORE MANAGEMENT GROUP is the formally recognized employee organization for the middle managers. The City Manager or a designated representative is the representative of the City of Livermore in employer-employee relations matters.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and the City of Livermore City Council Resolution 9-77 in that the parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, ~~2021~~ 2025 and ending June 30, ~~2025~~ 2029.

ARTICLE V. TERMS OF UNDERSTANDING

It is mutually recommended that the modifications shown in this Memorandum of Understanding be made applicable on the dates indicated and in conjunction with the existing unmodified rules, regulations and ordinances of the City, shall constitute the wages, hours and working conditions for those employees represented by CITY OF LIVERMORE MANAGEMENT GROUP for the period July 1, ~~2021~~ 2025 through June 30, ~~2025~~ 2029.

Except as otherwise specifically provided herein, this Memorandum fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

Effective for the pay period beginning ~~July 5, 2021~~ July 14, 2025, salaries of classifications assigned to this bargaining unit will reflect an increase of ~~two percent (2.0%)~~ five percent (5.0%).

Subsequent contract years will include the following increases:

Effective ~~July 4, 2022 – 3.5%~~ July 13, 2026 – 3%
Effective ~~July 3, 2023 – 2.5%~~ July 12, 2027 – 3%
Effective ~~July 1, 2024 – 2.0%~~ July 10, 2028 – 3%

In recognition of rising medical costs, the City will increase base salaries as follows:

Effective ~~July 5, 2021 – 0.5%~~ July 14, 2025 – 1%
Effective ~~July 4, 2022 – 0.5%~~ July 13, 2026 – 1%
~~Effective July 3, 2023 – 0.5%~~
~~Effective July 1, 2024 – 0.5%~~

ARTICLE II. OVERTIME COMPENSATION

For managers deemed to be FLSA non-exempt employees, overtime will be paid in accordance with the Fair Labor Standards Act (FLSA). Non-exempt employees are not eligible for Administrative Leave.

ARTICLE III. SUPERVISORY DIFFERENTIAL PAY

It shall be the policy of the City to recognize supervisory responsibilities of management employees by providing a differential in base salary between the supervising management employee and the subordinate employee(s). The minimum amount of differential to be paid to the management employee shall be:

10% above a non-management subordinate
7.5% above a management subordinate

Procedures and Conditions

The differential will only be applied when there is a direct and immediate departmental supervisory relationship. The City Manager shall be the final determiner of the supervisory relationship and in other than department head positions the department head shall be responsible for recommending to the City Manager the supervisory relationships within the department.

Approval

Differential adjustments shall not be made without the City Manager's approval.

Determination of Amount

The amount of differential shall be based on the actual dollars of the subordinate employee's base salary, not on salary ranges.

Effective Date of Adjustment

The differential adjustment in the supervisor's salary shall be effective on the first day of the pay period concurrent with or immediately following the effective date of the subordinate employee's increase in base salary.

Effect of Differential Adjustment on Next Salary Increase

When the salary of a management employee is adjusted in recognition of a supervisory differential, the amount of that adjustment will not be considered as part of base salary when calculating any increase in the employee's base salary.

Multiple Position Supervisory Classification

If a supervisory classification has more than one allocated position and more than one rate of base salary for incumbent employees due to time in class or other reason, the supervisory differential adjustment shall be determined solely on the basis of the individual difference between subordinate and supervisor base salaries.

Temporary Assignments
Temporary or acting assignments will be considered as separate actions and shall not be cause for differential adjustments based upon supervisor relationships.

Probationary Employee
~~In setting or adjusting the salary of a probationary management employee, the City Manager shall determine in each individual case how much, if any, of the minimum differential will be applied.~~
Probationary status shall not disqualify an otherwise eligible employee from receiving the supervisory differential.

ARTICLE IV. UNIFORMS ~~ALLOWANCE~~
An annual uniform allowance will be paid to eligible employees in the following classifications who are required to obtain, maintain, and wear a uniform as follows:

Police Facility and Equipment Manager - The annual uniform allowance shall be $600.

Uniform Allowance shall be paid in equal amounts each pay period as earned. Eligible employees who enter service will receive an advance of the prorated amount of uniform allowance after beginning employment.

The annual uniform allowance shall sunset and be removed from the MOU upon the retirement or separation of the current incumbent holding the position as of July 1, 2025. No successor shall be entitled to or covered by this provision.

The Police Department will purchase, and replace as needed, a Class A uniform for the Police Support Services Manager, Police Business Services Manager, and the Police Facility and Equipment Manager.

ARTICLE V. TUITION REIMBURSEMENT PLAN
All management employees are eligible to participate in the tuition reimbursement plan as defined in the Personnel Rules and Regulations of the City and detailed in Administrative Regulation 14 dated July 18, 1994, Tuition Reimbursement. Reimbursement shall be paid at a rate of 75% of verified costs for books and tuition except as outlined in Article IX below and is subject to the availability of funds as determined by the City Manager.

ARTICLE VI. DEFERRED COMPENSATION
Eligible employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees. Effective with the pay period beginning December 1, 2014, the City will contribute $92.30 per pay period to each employee's deferred compensation account.

Effective July 9, 2018, the City will increase its contribution to deferred compensation by $32.70 to $125 per pay period with a required matching employee contribution of $25 per pay period.

Effective July 8, 2019, the City will increase its contribution to deferred compensation by $30 to $155 per pay period with a required matching employee contribution of $50 per pay period.

Effective July 6, 2020, the City will increase its contribution to deferred compensation by $30 to $185 per pay period with a required matching employee contribution of $75 per pay period.

In order for an employee to receive the annual increase to the City's contribution to deferred compensation, the employee must contribute the indicated matching amount for that period.

The amount will be pro-rated for part-time employees

ARTICLE VII. EMPLOYEE PROFESSIONAL CERTIFICATIONS, LICENSES, AND MEMBERSHIP IN ORGANIZATIONS

Licenses and Certifications: The City will reimburse employees for the cost of state or other licensing or certification when such licensing or certification is verified by the department head to be a requirement for the job. If an employee fails a test required to gain certification, the City will not pay for costs associated specifically with the retesting portion of the certification fee. Should an employee leave the employment of the City of Livermore, he/she shall proportionately reimburse the City for any time remaining in the certification period.

Regulations and procedures covering course work for certifications are covered in the City of Livermore Personnel Rules and Regulations and Administrative Regulation 14, "Tuition Reimbursement" except as follows. Reimbursement for course work required to maintain a required license or certification will be made at the rate of 100% upon verification by the department head that the course work is required to maintain certification.

Professional Memberships: Professional memberships required as part of the employee's professional licensure or certification as verified by the department head shall be reimbursed at 100%. City reimbursement for professional memberships not so required will be considered as part of the budgetary process, subject to the City Manager's determination.

ARTICLE VIII. ACTING PAY

~~Eligibility.~~ An employee assigned to perform substantially the duties of a higher job classification as determined by the department head (or the City Manager, in the absence of the department head) for at least five (5) ~~calendar~~ consecutive workdays, shall receive acting pay. ~~retroactive to the date of the assignment and shall be paid in a lump sum as soon as administratively feasible.~~

~~Rate of Pay.~~ An employee ~~who qualifies for Acting Pay as described above in "Eligibility"~~ shall be paid the starting rate of the salary established for the salary range of the temporary assignment. An exception to this will be made if this salary rate is less than 5% over the employee's current base salary rate. In that circumstance, the employee will receive the amount within the range that represents a 5% increase over the employee's current base salary rate. ~~Additional, the employee will receive no less than 2.5% over the highest compensated employee supervised. In no event shall the rate paid exceed the top step of the assigned classification.~~

An employee whose acting assignment is expected to exceed 30 calendar days, due to a vacancy or coverage for an extended leave of absence, and whose assignment includes a high degree of complexity and/or increased level of supervisory responsibilities, as determined by the department head, may be eligible to receive up to 7.5% over the employee's base salary, subject to the approval of the Administrative Services Director.

If the acting assignment requires supervision, the employee will receive no less than 2.5% over the highest compensated employee supervised. In no event shall the rate paid exceed the top of the range of the assigned classification.

If an employee is assigned to an acting assignment for 12 months, the department head or City Manger ~~as~~

~~outlined above in "Eligibility"~~ may provide an additional increase of up to 7% or the maximum of the range, whichever is less.

ARTICLE IX. SPECIAL PROJECT PAY

Eligibility. An employee assigned to perform management duties by the ~~City Manager~~ department head to facilitate the completion of a project requiring skills and knowledge greater than those of the employee's normal duties for a period of at least 30 calendar days, shall receive Special Project Pay.

~~Effective Date. Effective the 30th calendar day from commencement of the special project assignment, the employee shall receive Special Project Pay retroactive to the date the employee was assigned to such duties. The City Manager may make an exception in a situation in which s/he has knowledge that the assignment will last 30 calendar days or more. Retroactivity will be paid in a lump sum payment as soon as administratively possible.~~

Rate of Pay. An employee who qualifies for Special Project Pay described in "Eligibility" ~~and "Effective Date,"~~ shall be paid 5% - 7% over the employee's current salary as determined by the City Manager. An exception will be made if the project includes full supervision of other employees. In such a situation, the employee will be paid the 5% - 7% referenced above plus an additional percentage as necessary to ensure that the Special Project Pay reflects a differential of 2.5% over the highest compensated position supervised. If an employee performs in a special project assignment for 12 months, the City Manager may provide an additional increase of up to 7% effective the beginning of the 13th month.

ARTICLE X. BILINGUAL PAY

Employees who are ~~certified~~ identified by the department head and approved by the City Manager and who utilize one of the following languages while performing their assigned duties shall receive ~~Fifty~~ Sixty Dollars ($~~5~~60.00) for each pay period starting with the first pay period after their certification and for as long as they remain certified.

Bilingual pay shall apply to ~~fluency~~ employees who are certified at the conversational level in the following languages: Spanish, Vietnamese, Arabic, ~~(including Persian, Iranian and Farsi), Chinese,~~ Farsi, Mandarin, Cantonese, Cambodian, Sign Language, and other languages as determined by the department head based on operational need. Employees receiving bilingual pay are subject to periodic re-certification as a condition of receiving bilingual pay.

ARTICLE XI. SAFETY SHOES

Management employees who may be required to wear safety shoes or boots shall be eligible to be reimbursed up to Two Hundred Dollars ($200) per fiscal year for the purchase of safety shoes as defined by the Occupational Safety and Health Administration. Employees in the following classifications will be eligible for reimbursement: Assistant City Engineer, Building Official, City Engineer, Construction Inspection Manager, Inspection & Neighborhood Preservation Manager, Public Works Supervisor, Senior Civil Engineer, and Water Resources Operations Manager. The City Manager may provide other classifications safety shoe reimbursement at his/her discretion.

CHAPTER 3. LEAVES

ARTICLE I. VACATION

Full-time employees shall accrue vacation as follows:

Years of Service	Accrual Rate Per Pay Period

First year*	3.1 hours
Second through fifth	4.62 hours
Sixth through tenth	5.23 hours
Eleventh through fifteenth	6.19 hours
Sixteenth through nineteenth	6.93 hours
Twentieth or more	7.4 hours

*Probationary employees must satisfactorily complete their probationary period before being advanced to the second year accrual rate.

Vacation Accumulation

Employees may accumulate up to three hundred and seventy-five (375) hours of vacation. Employee vacation accruals shall be suspended after reaching 375 maximum hours until employee is below the 375 maximum vacation hours accrual. Employees are responsible for monitoring their respective accruals.

Vacation Cash Out

All employees will be eligible to cash out up to eighty-five (85) hours of vacation semi-annually during the months of June and December each year. Employees must retain a minimum balance of forty (40) hours of vacation at the time of each cash out. The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

During the month of December of each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure the elected vacation hours to be cashed out are available at the time of each vacation cash out. If an employee, either due to not meeting the minimum balance requirement or due to unanticipated usage, does not have enough vacation hours according to their election at the time of cash out, the employee will receive the remaining available balance or no cash out.

ARTICLE II. PARENTAL LEAVE

Any full-time employee who becomes a parent by adoption or foster care placement of a child or any employee who becomes a parent due to the birth of a child may use the equivalent of four (4) regularly scheduled workdays of sick leave to be with the child. Such leave will be in addition to and may be combined with, that allowed under the City's Personnel Rules and Regulations, Chapter 11, Section 11.04, Sub-section C.

ARTICLE III. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed the equivalent of three (3) regularly scheduled workdays for full-time employees. The immediate family shall be defined as ~~follows~~ any of the following of the employee, the employee's spouse, or the employee's domestic partner:

> ~~Spouse, children of the employee or of the employee's spouse or registered domestic partner, or other relative residing with the employee or receiving full support or subsistence from the employee, mother, father, brother, sister, grandchild, grandparent, father-in-law, mother-in-law, and registered domestic partner. An employee may register a domestic partner by meeting the requirements set forth in the City of Livermore Declaration of Domestic Partnership form. The form will be filed with Human Resources and kept in the employee's confidential medical file in Human Resources.~~

- Spouse or registered domestic partner,
- Child(ren),
- Parents,
- Siblings,
- Grandparents,
- Grandchildren,
- A relative residing in the employee's home or dependent upon the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to the equivalent of three (3) regularly scheduled workdays of accumulated sick leave. The non-immediate family shall be defined as ~~follows~~ any of the following of the employee, the employee's spouse, or the employee's registered domestic partner:

~~Sister-in-law and brother-in-law~~

- Aunt or Uncle

Employees may supplement the paid bereavement leave in paragraph (a) with accrued leave (including vacation, administrative leave, or sick leave) to reach a total of five (5) workdays of time off per inciden of bereavement. Employees may schedule additional time off, as needed, using accrued vacation or administrative leave with the approval of their supervisor.

~~When unusual circumstances exist such as out-of-state travel, employee responsible for funeral arrangements, etc., an extension may be granted upon recommendation of the employee's department head and approval of the City Manager. Such extension may not exceed the equivalent of two (2) regularly scheduled workdays of accumulated sick leave.~~

~~Bereavement leave applies only in instances which the employee attends the funeral or is required to make funeral arrangements.~~

ARTICLE IV. ADMINISTRATIVE LEAVE

Each payroll year in recognition of the fact that management employees are to observe their regular work schedule and perform any further hours needed to satisfactorily execute the duties and responsibilities of their positions, an annual base of eighty (80) hours of administrative leave will be allotted to all managers except as outlined in Chapter 2, Article II. Additional management leave up to a maximum of one hundred twelve (112) hours may be allotted as determined by the City Manager. Part-time employees will receive a pro-rate number of hours.

Administrative leave allotments and the conditions for its use are administered by the City Manager.

Beginning July 1, 2017, new employees or employees newly promoted to the Livermore Management Group will receive eighty (80) hours of administrative leave with no eligibility for additional leave.

ARTICLE V. HOLIDAYS

Holiday provisions are governed by the City of Livermore Personnel Rules & Regulations except as follows:

All managers: Employees shall be allowed to take authorized holidays off with pay or an in-lieu day off

with pay if required to work under a schedule established or approved in advance by the Department Head. The City's interpretation of the Fair Labor Standards Act provides that a holiday shall consist of the number of hours regularly scheduled for the date on which the holiday is observed. If this interpretation changes, the City will meet and confer about the impact of any change on the reporting of holidays. In order to be eligible for holiday time off or pay in lieu thereof, the employee must be in an approved pay status on both their scheduled workday immediately preceding and their workday immediately following the holiday.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH CARE BENEFITS

The City will provide a monthly contribution from which the employee may pay health, dental, and vision premiums.

The City will contribute One Thousand Nine Hundred Fifty Dollars ($1,950) per month per eligible employee. This amount will be prorated for employees who are scheduled to work less than full-time.

Any unused portion of the City's contribution will be added as taxable income to the employee's earnings.

ARTICLE II. LIFE INSURANCE

Eligible employees shall receive One Hundred Fifty Thousand dollars ($150,000) of basic life insurance coverage under the provisions of the Life Insurance Program as established, administered, revised, sponsored, and made available to all eligible employees by the City. The City shall pay any and all premiums for this coverage.

Eligible enrolled employees may purchase additional and supplemental life insurance amounts.

ARTICLE III. LONG TERM DISABILITY INSURANCE

The City will select, administer, revise and sponsor a Long Term Disability Insurance program and make the program or plan available to all eligible employees. The City shall pay any and all premiums for this plan.

The plan shall provide a monthly benefit of 60% of base monthly earnings up to a benefit maximum of $6,000/month.

ARTICLE IV. RETIREE HEALTH BENEFIT

The City shall provide the following retirement health benefit:

1. A new employee hired by the City into a Management Group position on or after February 1, 2006 shall be enrolled in a Retirement Health Savings (RHS) plan administered by a third party administrator selected by the City. The City shall contribute four percent (4%) of the employee's base salary into their retirement health savings account.

2. Management Group members employed by the City on or before January 31, 2006 who currently qualify for a retiree health benefit shall receive a retirement health benefit as described below. Temporary employment with the City does not qualify toward this benefit. In addition, any employee who separated service from the City and is rehired or reinstated to a Management Group position after January 31, 2006 shall be deemed a new employee whose service began upon the date of rehire

or reinstatement.

a. The employee must have retired within 120 days of their last day of employment with the City of Livermore, except in a case of a husband and wife who both work for the City (see "Husband and Wife Employees,") and

b. The employee must have obtained a minimum of ten (10) years of service credit working for a CalPERS covered employer, which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by PERS and/or the employee's former employers at the time of retirement.

c. Industrial Disability Retirement
A member employed by the City on or before January 31, 2006 who retires from the City of Livermore with an industrial disability retirement from CalPERS and who is totally disabled, will be eligible for this benefit regardless of his or her length of service.

d. Husband and Wife Employees
If both husband and wife are Management Group members of the City of Livermore on or before January 31, 2006, and eligible for the retiree health benefit, both must be retired before they would be eligible for the retiree benefit. The 120 day retirement requirement will apply when the second spouse retires. When both are retired, each will be eligible for the benefit amount. If the retirees divorce, each will continue to receive a benefit.

e. Reimbursement Amount
Effective for a Management employee who retires between September 1, 2014 and June 30, 2015, the percentage used to calculate the monthly reimbursement amount will be based on the percentage schedule listed below and the Kaiser A Plan premium rate for an active employee and one dependent (two-party premium rate). The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

Effective for a Management employee who retires on or after July 1, 2015, the percentage used to calculate the monthly reimbursement amount will be based on the percentage schedule listed below and the maximum dollar allotment for active employees for medical insurance as set forth in Chapter 4, Article I. ~~Kaiser Active Plan A premium rate for an employee and one dependent (two-party premium rate). The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount shall not exceed the maximum amount that the retiree qualifies for based on the Kaiser Active Plan A premium rate for the employee plus one dependent and his or her years of service and shall not exceed the maximum dollar allotment for active employees for medical insurance as set forth in Chapter 4 Article I.~~ The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

CALPERS Years of Service	City's Contribution
10	75%
15	80%
20	90%
25+	100%

Reimbursement Amount for Employees Retiring On or After July 1, 2025
Effective for a Management employee who retires on or after July 1, 2025, shall receive a reimbursement amount based on the schedule below. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

CALPERS Years of Service	City's Contribution
10	$1462.50
15	$1560.00
20	$1755.00
25+	$1950.00

The reimbursement amount shall be limited to the actual cost of medical insurance for the retiree and eligible dependents and shall not exceed the maximum amount for which the retiree qualifies based on years of service.

f. Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount the retiree qualifies for based on section (e) above.

g. A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

h. Administration
The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

3. A City employee promoted into a Management Group position who is currently eligible for the RHS program and not eligible for a retiree health benefit shall continue to be enrolled in the RHS program with a City contribution of four percent (4%) of the employee's base salary into their RHS account. They will not be eligible for the retiree health benefit explained above in #2.

4. A Management Group member who retired prior to this Memorandum shall receive a retirement health benefit as provided in the Memorandum in effect at the time they retired.

ARTICLE V. HEALTH AND FITNESS

The City shall reimburse employees the cost of the monthly dues charged by a health/fitness club of the employee's choice as deemed appropriate by the City Manager. This amount shall not exceed One Hundred Dollars ($100) per month. For purposes of this article, a health and fitness club shall include: exercise facilities, yoga studios, aerobic training facilities, monthly subscriptions to virtual online fitness classes and programs, marital arts studio, and similar establishments. Specifically excluded from reimbursement include country club memberships, golf course memberships, food-based subscriptions, and other similar recreational facilities. The decision of the Administrative Services Director regarding eligibility for reimbursement under this article shall be final and not subject to appeal.

ARTICLE VI. LONG TERM CARE

The City will select, administer, revise and sponsor a voluntary Long Term Care Insurance program and make the plan available to all eligible employees. The employee shall pay any and all premiums for this plan. This program may be terminated at anytime in the event that the plan fails to meet the minimum enrollment requirements established by the insurance carrier.

CHAPTER 5. RETIREMENT

ARTICLE I. PERS RETIREMENT PLAN

The City of Livermore contracted with the California State Employees' Retirement System for an employee's retirement plan effective January 1, 1952. The retirement plan is now titled California Public Employee's Retirement System (PERS), local miscellaneous member category. Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

AMENDMENT	EFFECTIVE DATE	SUPERSEDED
Three Year Final Compensation	July 1, 1967	June 18, 1990
1959 Survivor Benefits	July 1, 1967	June 18, 1990
Credit for Unused Sick Leave	November 22, 1978	
Third Level 1959 Survivor Benefits	June 18, 1990	March 25, 1999
One Year Final Compensation	June 18, 1990	
2% @ 55 Full Formula	June 26, 1995	October 3, 2003
EPMC Reported as Special Compensation	December 25, 1995	
Fourth Level 1959 Survivor Benefit	March 25, 1999	
2.7% @ 55 Full Formula	October 3, 2003	
Military Service Credit	October 3, 2003	
2% @ 60 Full Formula	December 30, 2012	
2% @ 62 Full Formula	January 1, 2013	

Effective December 30, 2012, newly hired classic miscellaneous CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 2%@60 retirement formula with the Three Year Final Compensation provision. Such newly hired employees under this second tier will be responsible for the entire 7% (seven percent) employee paid member contribution.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to CalPERS, shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a retirement formula of 2%@62 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

CHAPTER 6. MISCELLANEOUS

ARTICLE I. APPLICABILITY OF PERSONNEL RULES AND REGULATIONS AND CITY POLICIES

The City of Livermore Personnel Rules and Regulations and policies established by the City Manager will govern all working conditions not addressed in this MOU. The City will meet and confer with the Management Group about proposed changes to these documents.

ARTICLE II. PART-TIME EMPLOYEES

Regular part-time employees are eligible for employee benefits. An employee whose position is budgeted for 20 but less than 30 hours per week would receive leave accruals and the City's contribution towards medical and related benefits at one-half of the full-time rate. A position budgeted for 30 but less than 40 hours per week would receive leave accruals and the City's contribution towards medical and related benefits at three-quarters of the full-time rate.

ARTICLE III. ECONOMIC UNCERTAINITY

The Management Group requests that the City meet and explain, prior to issuance of, if the City Manager determines that a demonstrated fiscal crisis exists. This meeting shall not constitute formal meet and confer, and impasse procedures do not apply.

Executed this _____day of _____, ~~2021~~ 2025, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representatives Livermore Management Group	Employer Representatives City of Livermore
By _____ Anthony Smith, LMG Negotiating Team	By _____ Marianna Burch, City Manager
By _____ Nathan Brumley, LMG Negotiating Team	By _____ Tina Olson, Administrative Services Dir
By _____ Stephen Riley, LMG Negotiating Team	By _____ Kristen Hilton, HR Manager
By _____ Scott Kooreman, LMG Negotiating Team	By _____ Kaylin Larson, HR Analyst II
By _____ Anna Stoddard, LMG Negotiating Team	By _____ Amanda Sabolish, HR Analyst I

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE MASTER MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE AND THE LIVERMORE MANAGEMENT GROUP

The Livermore Management Group (LMG) Memorandum of Understanding expired on June 30, 2025. The City and LMG met and negotiated a successor Master Memorandum of Understanding.

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

1. The amendments to the Master Memorandum of Understanding (MOU) between the City of Livermore and the Livermore Management Group for the period of July 1, 2025 through June 30, 2029, as reflected in the attached Exhibit A, is hereby approved, and the City Manager is authorized to execute that MOU on behalf of the City of Livermore.

2. Funds in the amount of $675,655 are appropriated for FY2025-26 and $1,153,118 for FY2026-27, as shown in the table below:

Fund #	Fund	FY 2025-26 LMG Allocation	FY 2026-27 LMG Allocation
100	General Fund	$426,796	$728,399
200	Low Income Housing Fund	18,155	30,984
210	Horizons	9,612	16,404
224	Grant - CDBG	3,278	5,595
283	City Street Sweeping Fee	806	1,376
289	Solid Waste & Recycling Fee	8,626	14,722
310	Downtown LMD	2,016	3,440
311	Other LMD	10,078	17,200
600	Airport	24,674	42,110
610	Stormwater	18,460	31,506
620	Wastewater	55,281	94,346
640	Water	31,697	54,097
720	Information Technology	52,468	89,546
730	Fleet & Equipment Services	8,063	13,760
740	Facilities Rehab Pgm	5,644	9,632
	Total	$675,655	$1,153,118

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Master Memorandum of Understanding – Livermore Management Group

MASTER

MEMORANDUM OF UNDERSTANDING

on

WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

LIVERMORE MANAGEMENT GROUP

and

CITY OF LIVERMORE

TERM OF MEMORANDUM

July 1, 2025 through June 30, 2029

TABLE OF CONTENTS

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING ..... Page 1
ARTICLE II. RECOGNITION ..... Page 1
ARTICLE III. STATE LAW COMPLIANCE ..... Page 1
ARTICLE IV. CITY COUNCIL APPROVAL ..... Page 1
ARTICLE V. TERMS OF UNDERSTANDING ..... Page 1

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES ..... Page 1
ARTICLE II. OVERTIME COMPENSATION ..... Page 2
ARTICLE III. SUPERVISORY DIFFERENTIAL PAY ..... Page 2
ARTICLE IV. UNIFORMS ..... Page 3
ARTICLE V. TUITION REIMBURSEMENT PLAN ..... Page 3
ARTICLE VI. DEFERRED COMPENSATION ..... Page 3
ARTICLE VII. EMPLOYEE PROFESSIONAL CERTIFICATIONS, LICENSES, AND MEMBERSHIP IN ORGANIZATIONS ..... Page 4
ARTICLE VIII. ACTING PAY ..... Page 4
ARTICLE IX. SPECIAL PROJECT PAY ..... Page 4
ARTICLE X. BILINGUAL PAY ..... Page 5
ARTICLE XI. SAFETY SHOES ..... Page 5

CHAPTER 3. LEAVES

ARTICLE I. VACATION ..... Page 5
ARTICLE II. PARENTAL LEAVE ..... Page 6
ARTICLE III. BEREAVEMENT LEAVE ..... Page 6
ARTICLE IV. ADMINISTRATIVE LEAVE ..... Page 7
ARTICLE V. HOLIDAYS ..... Page 7

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH CARE BENEFITS ..... Page 7
ARTICLE II. LIFE INSURANCE ..... Page 7
ARTICLE III. LONG TERM DISABILITY INSURANCE ..... Page 7
ARTICLE IV. RETIREE HEALTH BENEFIT ..... Page 8
ARTICLE V. HEALTH AND FITNESS ..... Page 10
ARTICLE VI. LONG TERM CARE ..... Page 10

CHAPTER 5. RETIREMENT

ARTICLE I. PERS RETIREMENT PLAN ..... Page 10

CHAPTER 6. MISCELLANEOUS

ARTICLE I. APPLICABILITY OF PERSONNEL RULES AND REGULATIONS AND CITY POLICIES ..... Page 11
ARTICLE II. PART-TIME EMPLOYEES ..... Page 11
ARTICLE III. ECONOMIC UNCERTAINITY ..... Page 11

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation hereinafter referred to as "CITY," and CITY OF LIVERMORE MANAGEMENT GROUP hereinafter referred to as "MANAGEMENT GROUP" pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to those classes of employment set forth in Appendix "A" attached hereto and made a part hereof.

ARTICLE II. RECOGNITION

CITY OF LIVERMORE MANAGEMENT GROUP is the formally recognized employee organization for the middle managers. The City Manager or a designated representative is the representative of the City of Livermore in employer-employee relations matters.

ARTICLE III. STATE LAW COMPLIANCE

This Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and the City of Livermore City Council Resolution 9-77 in that the parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2025 and ending June 30, 2029.

ARTICLE V. TERMS OF UNDERSTANDING

It is mutually recommended that the modifications shown in this Memorandum of Understanding be made applicable on the dates indicated and in conjunction with the existing unmodified rules, regulations and ordinances of the City, shall constitute the wages, hours and working conditions for those employees represented by CITY OF LIVERMORE MANAGEMENT GROUP for the period July 1, 2025 through June 30, 2029.

Except as otherwise specifically provided herein, this Memorandum fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

CHAPTER 2. SALARIES AND OTHER COMPENSATION

ARTICLE I. SALARIES

Effective for the pay period beginning July 14, 2025, salaries of classifications assigned to this bargaining unit will reflect an increase of five percent (5.0%).

Subsequent contract years will include the following increases:

Effective July 13, 2026 – 3%
Effective July 12, 2027 – 3%
Effective July 10, 2028 – 3%

In recognition of rising medical costs, the City will increase base salaries as follows:

Effective July 14, 2025 – 1%
Effective July 13, 2026 – 1%

ARTICLE II. OVERTIME COMPENSATION

For managers deemed to be FLSA non-exempt employees, overtime will be paid in accordance with the Fair Labor Standards Act (FLSA). Non-exempt employees are not eligible for Administrative Leave.

ARTICLE III. SUPERVISORY DIFFERENTIAL PAY

It shall be the policy of the City to recognize supervisory responsibilities of management employees by providing a differential in base salary between the supervising management employee and the subordinate employee(s). The minimum amount of differential to be paid to the management employee shall be:

10% above a non-management subordinate
7.5% above a management subordinate

Procedures and Conditions

The differential will only be applied when there is a direct and immediate departmental supervisory relationship. The City Manager shall be the final determiner of the supervisory relationship and in other than department head positions the department head shall be responsible for recommending to the City Manager the supervisory relationships within the department.

Approval

Differential adjustments shall not be made without the City Manager's approval.

Determination of Amount

The amount of differential shall be based on the actual dollars of the subordinate employee's base salary, not on salary ranges.

Effective Date of Adjustment

The differential adjustment in the supervisor's salary shall be effective on the first day of the pay period concurrent with or immediately following the effective date of the subordinate employee's increase in base salary.

Effect of Differential Adjustment on Next Salary Increase

When the salary of a management employee is adjusted in recognition of a supervisory differential, the amount of that adjustment will not be considered as part of base salary when calculating any increase in the employee's base salary.

Multiple Position Supervisory Classification

If a supervisory classification has more than one allocated position and more than one rate of base salary for incumbent employees due to time in class or other reason, the supervisory differential adjustment shall be determined solely on the basis of the individual difference between subordinate and supervisor base salaries.

Temporary Assignments

Temporary or acting assignments will be considered as separate actions and shall not be cause for differential adjustments based upon supervisor relationships.

Probationary Employee
Probationary status shall not disqualify an otherwise eligible employee from receiving the supervisory differential.

ARTICLE IV. UNIFORMS
An annual uniform allowance will be paid to eligible employees in the following classifications who are required to obtain, maintain, and wear a uniform as follows:

Police Facility and Equipment Manager - The annual uniform allowance shall be $600.

Uniform Allowance shall be paid in equal amounts each pay period as earned. Eligible employees who enter service will receive an advance of the prorated amount of uniform allowance after beginning employment.

The annual uniform allowance shall sunset and be removed from the MOU upon the retirement or separation of the current incumbent holding the position as of July 1, 2025. No successor shall be entitled to or covered by this provision.

The Police Department will purchase, and replace as needed, a Class A uniform for the Police Support Services Manager, Police Business Services Manager, and the Police Facility and Equipment Manager.

ARTICLE V. TUITION REIMBURSEMENT PLAN
All management employees are eligible to participate in the tuition reimbursement plan as defined in the Personnel Rules and Regulations of the City and detailed in Administrative Regulation 14 dated July 18, 1994, Tuition Reimbursement. Reimbursement shall be paid at a rate of 75% of verified costs for books and tuition except as outlined in Article IX below and is subject to the availability of funds as determined by the City Manager.

ARTICLE VI. DEFERRED COMPENSATION
Eligible employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees. Effective with the pay period beginning December 1, 2014, the City will contribute $92.30 per pay period to each employee's deferred compensation account.

Effective July 9, 2018, the City will increase its contribution to deferred compensation by $32.70 to $125 per pay period with a required matching employee contribution of $25 per pay period.

Effective July 8, 2019, the City will increase its contribution to deferred compensation by $30 to $155 per pay period with a required matching employee contribution of $50 per pay period.

Effective July 6, 2020, the City will increase its contribution to deferred compensation by $30 to $185 per pay period with a required matching employee contribution of $75 per pay period.

In order for an employee to receive the annual increase to the City's contribution to deferred compensation, the employee must contribute the indicated matching amount for that period.

The amount will be pro-rated for part-time employees

ARTICLE VII. EMPLOYEE PROFESSIONAL CERTIFICATIONS, LICENSES, AND MEMBERSHIP IN ORGANIZATIONS

Licenses and Certifications: The City will reimburse employees for the cost of state or other licensing or certification when such licensing or certification is verified by the department head to be a requirement for the job. If an employee fails a test required to gain certification, the City will not pay for costs associated specifically with the retesting portion of the certification fee. Should an employee leave the employment of the City of Livermore, he/she shall proportionately reimburse the City for any time remaining in the certification period.

Regulations and procedures covering course work for certifications are covered in the City of Livermore Personnel Rules and Regulations and Administrative Regulation 14, "Tuition Reimbursement" except as follows. Reimbursement for course work required to maintain a required license or certification will be made at the rate of 100% upon verification by the department head that the course work is required to maintain certification.

Professional Memberships: Professional memberships required as part of the employee's professional licensure or certification as verified by the department head shall be reimbursed at 100%. City reimbursement for professional memberships not so required will be considered as part of the budgetary process, subject to the City Manager's determination.

ARTICLE VIII. ACTING PAY

An employee assigned to perform substantially the duties of a higher job classification as determined by the department head (or the City Manager, in the absence of the department head) for at least five (5) consecutive workdays, shall receive acting pay.

An employee shall be paid the starting rate of the salary established for the salary range of the temporary assignment. An exception to this will be made if this salary rate is less than 5% over the employee's current base salary rate. In that circumstance, the employee will receive the amount within the range that represents a 5% increase over the employee's current base salary rate.

An employee whose acting assignment is expected to exceed 30 calendar days, due to a vacancy or coverage for an extended leave of absence, and whose assignment includes a high degree of complexity and/or increased level of supervisory responsibilities, as determined by the department head, may be eligible to receive up to 7.5% over the employee's base salary, subject to the approval of the Administrative Services Director.

If the acting assignment requires supervision, the employee will receive no less than 2.5% over the highest compensated employee supervised. In no event shall the rate paid exceed the top of the range of the assigned classification.

If an employee is assigned to an acting assignment for 12 months, the department head or City Manger may provide an additional increase of up to 7% or the maximum of the range, whichever is less.

ARTICLE IX. SPECIAL PROJECT PAY

Eligibility. An employee assigned to perform management duties by the department head to facilitate the completion of a project requiring skills and knowledge greater than those of the employee's normal duties for a period of at least 30 calendar days, shall receive Special Project Pay.

Rate of Pay. An employee who qualifies for Special Project Pay described in "Eligibility" shall be paid 5% - 7% over the employee's current salary as determined by the City Manager. An exception will be made if the project includes full supervision of other employees. In such a situation, the employee will be paid the 5% - 7% referenced above plus an additional percentage as necessary to ensure that the Special Project Pay reflects a differential of 2.5% over the highest compensated position supervised. If an employee performs in a special project assignment for 12 months, the City Manager may provide an additional increase of up to 7% effective the beginning of the 13th month.

ARTICLE X. BILINGUAL PAY

Employees who are identified by the department head and approved by the City Manager and who utilize one of the following languages while performing their assigned duties shall receive Sixty Dollars ($60.00) for each pay period starting with the first pay period after their certification and for as long as they remain certified.

Bilingual pay shall apply to employees who are certified at the conversational level in the following languages: Spanish, Vietnamese, Arabic, Farsi, Mandarin, Cantonese, Cambodian, Sign Language, and other languages as determined by the department head based on operational need. Employees receiving bilingual pay are subject to periodic re-certification as a condition of receiving bilingual pay.

ARTICLE XI. SAFETY SHOES

Management employees who may be required to wear safety shoes or boots shall be eligible to be reimbursed up to Two Hundred Dollars ($200) per fiscal year for the purchase of safety shoes as defined by the Occupational Safety and Health Administration. Employees in the following classifications will be eligible for reimbursement: Assistant City Engineer, Building Official, City Engineer, Construction Inspection Manager, Inspection & Neighborhood Preservation Manager, Public Works Supervisor, Senior Civil Engineer, and Water Resources Operations Manager. The City Manager may provide other classifications safety shoe reimbursement at his/her discretion.

CHAPTER 3. LEAVES

ARTICLE I. VACATION

Full-time employees shall accrue vacation as follows:

Years of Service	Accrual Rate Per Pay Period
First year*	3.1 hours
Second through fifth	4.62 hours
Sixth through tenth	5.23 hours
Eleventh through fifteenth	6.19 hours
Sixteenth through nineteenth	6.93 hours
Twentieth or more	7.4 hours

*Probationary employees must satisfactorily complete their probationary period before being advanced to the second year accrual rate.

Vacation Accumulation

Employees may accumulate up to three hundred and seventy-five (375) hours of vacation. Employee vacation accruals shall be suspended after reaching 375 maximum hours until employee is below the 375 maximum vacation hours accrual. Employees are responsible for monitoring their respective accruals.

Vacation Cash Out

All employees will be eligible to cash out up to eighty-five (85) hours of vacation semi-annually during the months of June and December each year. Employees must retain a minimum balance of forty (40) hours of vacation at the time of each cash out. The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

During the month of December of each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure the elected vacation hours to be cashed out are available at the time of each vacation cash out. If an employee, either due to not meeting the minimum balance requirement or due to unanticipated usage, does not have enough vacation hours according to their election at the time of cash out, the employee will receive the remaining available balance or no cash out.

ARTICLE II. PARENTAL LEAVE

Any full-time employee who becomes a parent by adoption or foster care placement of a child or any employee who becomes a parent due to the birth of a child may use the equivalent of four (4) regularly scheduled workdays of sick leave to be with the child. Such leave will be in addition to and may be combined with, that allowed under the City's Personnel Rules and Regulations, Chapter 11, Section 11.04, Sub-section C.

ARTICLE III. BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed the equivalent of three (3) regularly scheduled workdays for full-time employees. The immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's domestic partner:

- Spouse or registered domestic partner,
- Child(ren),
- Parents,
- Siblings,
- Grandparents,
- Grandchildren,
- A relative residing in the employee's home or dependent upon the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to the equivalent of three (3) regularly scheduled workdays of accumulated sick leave. The non-immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner:

- Aunt or Uncle

Employees may supplement the paid bereavement leave in paragraph (a) with accrued leave (including vacation, administrative leave, or sick leave) to reach a total of five (5) workdays of time off per incident of bereavement. Employees may schedule additional time off, as needed, using accrued vacation or administrative leave with the approval of their supervisor.

ARTICLE IV. ADMINISTRATIVE LEAVE

Each payroll year in recognition of the fact that management employees are to observe their regular work schedule and perform any further hours needed to satisfactorily execute the duties and responsibilities of their positions, an annual base of eighty (80) hours of administrative leave will be allotted to all managers except as outlined in Chapter 2, Article II. Additional management leave up to a maximum of one hundred twelve (112) hours may be allotted as determined by the City Manager. Part-time employees will receive a pro-rate number of hours.

Administrative leave allotments and the conditions for its use are administered by the City Manager.

Beginning July 1, 2017, new employees or employees newly promoted to the Livermore Management Group will receive eighty (80) hours of administrative leave with no eligibility for additional leave.

ARTICLE V. HOLIDAYS

Holiday provisions are governed by the City of Livermore Personnel Rules & Regulations except as follows:

All managers: Employees shall be allowed to take authorized holidays off with pay or an in-lieu day off with pay if required to work under a schedule established or approved in advance by the Department Head. The City's interpretation of the Fair Labor Standards Act provides that a holiday shall consist of the number of hours regularly scheduled for the date on which the holiday is observed. If this interpretation changes, the City will meet and confer about the impact of any change on the reporting of holidays. In order to be eligible for holiday time off or pay in lieu thereof, the employee must be in an approved pay status on both their scheduled workday immediately preceding and their workday immediately following the holiday.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH CARE BENEFITS

The City will provide a monthly contribution from which the employee may pay health, dental, and vision premiums.

The City will contribute One Thousand Nine Hundred Fifty Dollars ($1,950) per month per eligible employee. This amount will be prorated for employees who are scheduled to work less than full-time.

Any unused portion of the City's contribution will be added as taxable income to the employee's earnings.

ARTICLE II. LIFE INSURANCE

Eligible employees shall receive One Hundred Fifty Thousand dollars ($150,000) of basic life insurance coverage under the provisions of the Life Insurance Program as established, administered, revised, sponsored, and made available to all eligible employees by the City. The City shall pay any and all premiums for this coverage.

Eligible enrolled employees may purchase additional and supplemental life insurance amounts.

ARTICLE III. LONG TERM DISABILITY INSURANCE

The City will select, administer, revise and sponsor a Long Term Disability Insurance program and make

the program or plan available to all eligible employees. The City shall pay any and all premiums for this plan.

The plan shall provide a monthly benefit of 60% of base monthly earnings up to a benefit maximum of $6,000/month.

ARTICLE IV. RETIREE HEALTH BENEFIT

The City shall provide the following retirement health benefit:

1. A new employee hired by the City into a Management Group position on or after February 1, 2006 shall be enrolled in a Retirement Health Savings (RHS) plan administered by a third party administrator selected by the City. The City shall contribute four percent (4%) of the employee's base salary into their retirement health savings account.

2. Management Group members employed by the City on or before January 31, 2006 who currently qualify for a retiree health benefit shall receive a retirement health benefit as described below. Temporary employment with the City does not qualify toward this benefit. In addition, any employee who separated service from the City and is rehired or reinstated to a Management Group position after January 31, 2006 shall be deemed a new employee whose service began upon the date of rehire or reinstatement.

   a. The employee must have retired within 120 days of their last day of employment with the City of Livermore, except in a case of a husband and wife who both work for the City (see "Husband and Wife Employees,") and

   b. The employee must have obtained a minimum of ten (10) years of service credit working for a CalPERS covered employer, which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by PERS and/or the employee's former employers at the time of retirement.

   c. Industrial Disability Retirement
   A member employed by the City on or before January 31, 2006 who retires from the City of Livermore with an industrial disability retirement from CalPERS and who is totally disabled, will be eligible for this benefit regardless of his or her length of service.

   d. Husband and Wife Employees
   If both husband and wife are Management Group members of the City of Livermore on or before January 31, 2006, and eligible for the retiree health benefit, both must be retired before they would be eligible for the retiree benefit. The 120 day retirement requirement will apply when the second spouse retires. When both are retired, each will be eligible for the benefit amount. If the retirees divorce, each will continue to receive a benefit.

   e. Reimbursement Amount
   Effective for a Management employee who retires between September 1, 2014 and June 30, 2015, the percentage used to calculate the monthly reimbursement amount will be based on the percentage schedule listed below and the Kaiser A Plan premium rate for an active employee and one dependent (two-party premium rate). The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms

of health services.

Effective for a Management employee who retires on or after July 1, 2015, the percentage used to calculate the monthly reimbursement amount will be based on the percentage schedule listed below and the maximum dollar allotment for active employees for medical insurance as set forth in Chapter 4, Article I. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

CALPERS Years of Service	City's Contribution
10	75%
15	80%
20	90%
25+	100%

Reimbursement Amount for Employees Retiring On or After July 1, 2025
Effective for a Management employee who retires on or after July 1, 2025, shall receive a reimbursement amount based on the schedule below. The retiree health benefit will reimburse the cost of medical insurance; this does not include premium costs for dental, vision, or other similar forms of health services.

CALPERS Years of Service	City's Contribution
10	$1462.50
15	$1560.00
20	$1755.00
25+	$1950.00

The reimbursement amount shall be limited to the actual cost of medical insurance for the retiree and eligible dependents and shall not exceed the maximum amount for which the retiree qualifies based on years of service.

f. Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount the retiree qualifies for based on section (e) above.

g. A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

h. Administration
The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

3. A City employee promoted into a Management Group position who is currently eligible for the RHS program and not eligible for a retiree health benefit shall continue to be enrolled in the RHS program with a City contribution of four percent (4%) of the employee's base salary into their RHS account. They will not be eligible for the retiree health benefit explained above in #2.

4. A Management Group member who retired prior to this Memorandum shall receive a retirement health benefit as provided in the Memorandum in effect at the time they retired.

ARTICLE V. HEALTH AND FITNESS

The City shall reimburse employees the cost of the monthly dues charged by a health/fitness club of the employee's choice as deemed appropriate by the City Manager. This amount shall not exceed One Hundred Dollars ($100) per month. For purposes of this article, a health and fitness club shall include: exercise facilities, yoga studios, aerobic training facilities, monthly subscriptions to virtual online fitness classes and programs, marital arts studio, and similar establishments. Specifically excluded from reimbursement include country club memberships, golf course memberships, food-based subscriptions, and other similar recreational facilities. The decision of the Administrative Services Director regarding eligibility for reimbursement under this article shall be final and not subject to appeal.

ARTICLE VI. LONG TERM CARE

The City will select, administer, revise and sponsor a voluntary Long Term Care Insurance program and make the plan available to all eligible employees. The employee shall pay any and all premiums for this plan. This program may be terminated at anytime in the event that the plan fails to meet the minimum enrollment requirements established by the insurance carrier.

CHAPTER 5. RETIREMENT

ARTICLE I. PERS RETIREMENT PLAN

The City of Livermore contracted with the California State Employees' Retirement System for an employee's retirement plan effective January 1, 1952. The retirement plan is now titled California Public Employee's Retirement System (PERS), local miscellaneous member category. Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

AMENDMENT	EFFECTIVE DATE	SUPERSEDED
Three Year Final Compensation	July 1, 1967	June 18, 1990
1959 Survivor Benefits	July 1, 1967	June 18, 1990
Credit for Unused Sick Leave	November 22, 1978	
Third Level 1959 Survivor Benefits	June 18, 1990	March 25, 1999
One Year Final Compensation	June 18, 1990	
2% @ 55 Full Formula	June 26, 1995	October 3, 2003
EPMC Reported as Special Compensation	December 25, 1995	
Fourth Level 1959 Survivor Benefit	March 25, 1999	
2.7% @ 55 Full Formula	October 3, 2003	
Military Service Credit	October 3, 2003	
2% @ 60 Full Formula	December 30, 2012	
2% @ 62 Full Formula	January 1, 2013	

Effective December 30, 2012, newly hired classic miscellaneous CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 2%@60 retirement formula with the Three Year Final Compensation provision. Such newly hired employees under this second tier will be responsible for the entire 7% (seven percent) employee paid member contribution.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to CalPERS, shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement

contribution of 50% of the total normal cost for the plan with a retirement formula of 2%@62 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

CHAPTER 6. MISCELLANEOUS

ARTICLE I. APPLICABILITY OF PERSONNEL RULES AND REGULATIONS AND CITY POLICIES

The City of Livermore Personnel Rules and Regulations and policies established by the City Manager will govern all working conditions not addressed in this MOU. The City will meet and confer with the Management Group about proposed changes to these documents.

ARTICLE II. PART-TIME EMPLOYEES

Regular part-time employees are eligible for employee benefits. An employee whose position is budgeted for 20 but less than 30 hours per week would receive leave accruals and the City's contribution towards medical and related benefits at one-half of the full-time rate. A position budgeted for 30 but less than 40 hours per week would receive leave accruals and the City's contribution towards medical and related benefits at three-quarters of the full-time rate.

ARTICLE III. ECONOMIC UNCERTAINITY

The Management Group requests that the City meet and explain, prior to issuance of, if the City Manager determines that a demonstrated fiscal crisis exists. This meeting shall not constitute formal meet and confer, and impasse procedures do not apply.

Executed this _____day of _____, 2025, by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representatives Livermore Management Group	Employer Representatives City of Livermore
By _____ Anthony Smith, LMG Negotiating Team	By _____ Marianna Burch, City Manager
By _____ Nathan Brumley, LMG Negotiating Team	By _____ Tina Olson, Administrative Services Dir
By _____ Stephen Riley, LMG Negotiating Team	By _____ Kristen Hilton, HR Manager
By _____ Scott Kooreman, LMG Negotiating Team	By _____ Kaylin Larson, HR Analyst II
By _____ Anna Stoddard, LMG Negotiating Team	By _____ Amanda Sabolish, HR Analyst I

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE

Appendix A

$8,398 - $19,145/month

Effective July 14, 2025

Class Code	Classification	Monthly Salary Range		
		$15,314.56	-	$19,143.20
2030	Assistant Community Development Director			
2045	Assistant Public Works Director			
2060	City Engineer			
		$14,246.41	-	$17,808.01
2025	Assistant City Engineer			
2050	Building Official			
2090	Finance Manager			
2125	Maintenance and Golf Operations Manager			
2145	Planning Manager			
2220	Water Resources Division Manager			
		$13,652.80	-	$17,066.00
2005	Airport Manager*			
2095	Housing & Human Services Manager*			
2115	Information Technology Manager*			
		$13,402.20	-	$16,752.75
2200	Senior Transportation Engineer			
		$12,860.47	-	$16,075.59
2140	Permit Center Manager			
		$12,834.62	-	$16,043.27
2190	Senior Civil Engineer			
		$12,681.30	-	$15,851.63
2040	Assistant Library Director*			
2070	IT Operations Manager			
2165	Police Support Services Manager*			
2170	Principal Planner*			
		$12,311.95	-	$15,389.94
2055	City Clerk			
2100	Housing Programs Manager			
2105	Human Services Programs Manager			
2231	Water Resources Technical Programs Manager P.E.			
2240	Youth and Family Services Manager - Clinical			
		$12,059.41	-	$15,074.26
2085	Economic Development Manager*			
2225	Water Resources Operations Manager*			
		$11,624.21	-	$14,530.26
2035	Assistant Finance Manager			
2120	Inspection & Neighborhood Preservation Manager			
2230	Water Resources Technical Programs Manager			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE

Appendix A

$8,398 - $19,145/month

Effective July 14, 2025

Class Code	Classification	Monthly Salary Range		
		$11,381.38	-	$14,226.72
2215	Water Distribution Operations Manager*			
		$11,049.87	-	$13,812.34
2000	Accounting Supervisor			
2110	Information Technology Coordinator			
2195	Management Analyst, Senior			
2150	Police Business Services Manager*			
2175	Public Works Manager			
2210	Network Engineer			
		$10,932.58	-	$13,665.73
2065	Construction Inspection Manager			
		$10,882.69	-	$13,603.36
2155	Police Facility & Equipment Manager			
		$10,637.34	-	$13,296.68
New	Assistant Airport Manager*			
2180	Public Works Supervisor*			
		$10,327.52	-	$12,909.40
2020	Assistant City Clerk			
2135	Management Analyst II			
2160	Police Media & Community Relations Analyst			
		$9,155.01	-	$11,443.76
2205	Supervising Librarian*			
		$8,398.68	-	$10,498.35
2080	Deputy City Clerk			
2130	Management Analyst I			

*Received a Market/Internal Equity Adjustment

LIVERMORE
CALIFORNIA

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

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving the Memorandum of Understanding between the City of Livermore and the Livermore Police Management Association.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the execution of the Memorandum of Understanding (MOU) between the City of Livermore and the Livermore Police Management Association for the period of July 1, 2025, through June 30, 2029.

SUMMARY

The Livermore Police Management Association (PMA) Memorandum of Understanding expired on June 30, 2025. PMA currently represents approximately 9 full-time equivalent positions and is the exclusive bargaining unit for the job classifications of Police Lieutenant and Police Captain. On April 24, 2025, negotiations with PMA on a successor agreement commenced. The City and PMA met six (6) times on the terms to be contained in the successor MOU. As a result of the meetings between the City and PMA, a tentative agreement between the parties has been reached, subject to City Council approval, on terms and conditions of employment as set forth in Attachment 1 – Redlined Memorandum of Understanding.

DISCUSSION

The following is a summary of the proposed substantive changes to the previous PMA MOU which will expire on June 30, 2025:

Term: July 1, 2025 – June 30, 2029 (4 years)

General Wage Adjustment
General wage adjustments will be provided to all employees holding classifications assigned to PMA as follows:

Effective July 14, 2025 – 5%
Effective July 13, 2026 – 3%

Effective July 12, 2027 – 3%
Effective July 10, 2028 – 3%

Internal Equity Adjustments
The MOU includes the following internal equity increases to base salary:

Effective July 14, 2025 – 5%
Effective July 13, 2026 – 2%
Effective July 12, 2027 – 1%

Insurance and Health Care
Effective September 1, 2025, the City will pay the premiums for the dental and vision plans selected by the employee.
POST Certificate Pay
POST Certification Pay increases as follows:
Effective July 14, 2025 - Regular Management Certificate $1,450/month, Regular Management Certificate + additional education/training $1,500/month
Effective July 13, 2026 - Regular Management Certificate $1,950/month, Regular Management Certificate + additional education/training $2,000/month

FISCAL AND ADMINISTRATIVE IMPACTS

The increase in the City's cost to salaries and benefits for Livermore Police Management Association employees for the first year of the contract is $371,813. By the fourth year of the contract the cost of salary and benefit modifications associated with this MOU will be $830,000 greater than the FY 2024-25 budget for PMA employees. Council's approval of the MOU includes the appropriation of funds from the General Fund as follows:

FY2025-26	FY 2026-27
$371,813	$576,310

COMMUNITY PILLAR

5: A City That Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Memorandum of Understanding - Redlined
2. Resolution
3. Exhibit A - Livermore PMA MOU 2025 - 2029

Prepared by: Amanda Sabolish
Human Resource Analyst I

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

MASTER

M E M O R A N D U M O F U N D E R S T A N D I N G

on

WAGES, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

LIVERMORE POLICE MANAGEMENT ASSOCIATION

and

CITY OF LIVERMORE

TERM OF MEMORANDUM
July 1, ~~2021~~ 2025 to June 30, ~~2025~~ 2029

TABLE OF CONTENTS

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING 1
ARTICLE II. RECOGNITION 1
ARTICLE III. STATE LAW COMPLIANCE 1
ARTICLE IV. CITY COUNCIL APPROVAL 1
ARTICLE V. CITY RIGHTS 1
ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OFUNDERSTANDING 2

CHAPTER 2. SALARIES, OTHER COMPENSATION AND SCHEDULES

ARTICLE I. SALARIES 2
ARTICLE II. SALARY PLAN 3
ARTICLE III. FAIR LABOR STANDARDS ACT STATUS 3
ARTICLE IV. PROMOTION 3
ARTICLE V. TUITION REIMBURSEMENT 3
ARTICLE VI. DEFERRED COMPENSATION PROGRAM 3
ARTICLE VII. UNIFORM ALLOWANCE 3
ARTICLE VIII. HOLIDAY-IN-LIEU PAY 4
ARTICLE IX. POST CERTIFICATION PAY 4
ARTICLE X. SUPERVISORY DIFFERENTIAL PAY 5
ARTICLE XI. ACTING PAY 5

CHAPTER 3. LEAVES AND SCHEDULING

ARTICLE I. HOLIDAYS 5
ARTICLE II. VACATION 5
ARTICLE III. SICK LEAVE 7
ARTICLE IV. LEAVES OF ABSENCE 8
ARTICLE V. ADMINISTRATIVE LEAVE 9
ARTICLE VI. ABSENCES OF LESS THAN A DAY 9

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH BENEFITS 109
ARTICLE II. LONG TERM DISABILITY 10
ARTICLE III. LIFE INSURANCE 10

CHAPTER 5. RETIREMENT PLAN

ARTICLE I. PRESENT BENEFITS AND PLAN OPTIONS 1110
ARTICLE II. RETIREE HEALTH BENEFIT 11

CHAPTER 6. GRIEVANCES, DISCIPLINE AND APPEALS

ARTICLE I. GRIEVANCE PROCEDURE 1413
ARTICLE II. DISCIPLINARY PROCEDURE 1514
ARTICLE III. DEFINITION OF WORKING DAYS 1716

CHAPTER 7. ASSOCIATION ISSUES

ARTICLE I. DUES 1716
ARTICLE II. ASSOCIATION REPRESENTATIVES 1817
ARTICLE III. ACCESS TO WORK LOCATIONS 1817
ARTICLE IV. CITY FACILITIES 1918
ARTICLE V. BULLETIN BOARDS 1918
ARTICLE VI. ADVANCE NOTICE 1918
ARTICLE VII. NO DISCRIMINATION 2019

CHAPTER 8. MISCELLANEOUS

ARTICLE I. WORK SCHEDULES 2019
ARTICLE II. PROBATION 2019
ARTICLE III. LAYOFF PROCEDURES 2019
ARTICLE IV. RE-EMPLOYMENT 2120

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation hereinafter referred to as "CITY," and the LIVERMORE POLICE MANAGEMENT ASSOCIATION, hereinafter referred to as "ASSOCIATION," pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to the class of Police Lieutenant and Police Captain.

ARTICLE II. RECOGNITION

Livermore Police Management Association is the formally recognized employee organization for the Police Management Association. The Association represents the classifications of Police Lieutenant and Police Captain in the Livermore Police Department. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

ARTICLE III. STATE LAW COMPLIANCE

The Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and City of Livermore City Council Resolution 9-77 in that the parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation Association and have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, ~~2021~~ 2025and ending June 30, ~~2025~~ 2029. If approved by the City Council, this Memorandum shall continue in full force and effect from July 1, ~~2021~~ 2025 to and including June 30, ~~2025~~ 2029.

ARTICLE V. CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by departmental rules and regulations or by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Association.

Except as otherwise specifically provided herein, this Memorandum fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

CHAPTER 2. SALARIES, OTHER COMPENSATION AND SCHEDULES

ARTICLE I. SALARIES

Effective ~~July 5, 2021~~ July 14, 2025, salaries shall be set according to the classifications and to the salary range assigned to each of those classifications listed in Appendix A attached hereto, reflecting an increase of ~~two percent (2.0%)~~ five percent (5.0%) and an internal equity adjustment of five percent (5.0%).

Subsequent contract years will include the following increases:

Effective ~~July 4, 2022~~ July 13, 2026 – ~~3.5~~3.0%
Effective ~~July 3, 2023~~ July 12, 2027 – ~~2.5~~3.0%
Effective ~~July 1, 2024~~ July 10, 2028 – ~~2.0~~3.0%

~~In recognition of rising medical costs, the City will increase base salaries as follows:~~
~~Effective July 5, 2021 – 0.5%~~
~~Effective July 4, 2022 – 0.5%~~
~~Effective July 3, 2023 – 0.5%~~
~~Effective July 1, 2024 – 0.5%~~

~~Market based~~ Internal equity adjustments ~~for Police Captains~~ will increase base salaries as follows:

Effective ~~July 5, 2021~~ July 13, 2026 – 2.0%
Effective ~~July 4, 2022~~ July 12, 2027 – ~~0.5~~1.0%

~~Market based equity adjustments for Police Lieutenant will increase base salaries as follows:~~
~~Effective July 5, 2021 – 1.0%~~
~~Effective July 4, 2022 – 0.5%~~

~~In return for eliminating 24 hours of Administrative Leave for the Police Captain, the City will increase base salaries as follows:~~
~~Effective July 5, 2021 – 1%~~

~~In recognition of eliminating the 3.5% Police Management Premium Pay, the City will increase the base salaries of classifications assigned to this bargaining unit by 3.5% effective July 5, 2021.~~

Appendix A, attached hereto, shall reflect the salary and ~~market based~~ internal equity adjustments associated with the classifications and the salary ranges assigned to each of those classifications.

ARTICLE II. SALARY PLAN

Salaries are to be administered pursuant to the Management Salary Plan.

ARTICLE III. FAIR LABOR STANDARDS ACT STATUS

The City has determined that the classification of Police Lieutenant and Police Captain are FLSA exempt based on the duties test. Since this exemption is based on duties, it cannot be guaranteed; however, the department does not currently anticipate any change in duties that would change the FLSA exempt status.

ARTICLE IV. PROMOTION

An employee who is promoted from one class to a class with a higher salary range shall receive a salary increase of ten percent (10%) of their base salary or the minimum of the salary range if higher, but in no event shall the increase exceed the maximum of the range. The effective date of the promotion shall be the new review date for the purpose of determining eligibility for merit increases.

ARTICLE V. TUITION REIMBURSEMENT

The City shall reimburse employees seventy-five percent (75%) of the cost of tuition and books for educational courses related to the employee's work assignments which are attended during off-duty hours. Transportation expenses for attending courses shall be reimbursed in such a manner as determined by the City. In order to be eligible for tuition reimbursement, the employee must submit the necessary forms and obtain the approval of the City Manager, whose decision shall be final, prior to enrolling in the course. Satisfactory completion of a course with a grade of "C" or better is required in order to be eligible for reimbursement. The employee must submit a copy of the grade report or certificate of course completion together with receipts for tuition and books and an accounting of transportation expenses. The City Manager's review and action on a request will follow the City Manager's Administrative Regulation establishing a Tuition Reimbursement Plan procedure.

ARTICLE VI. DEFERRED COMPENSATION PROGRAM

Eligible employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees. Effective with the pay period beginning July 5, 2021, the City will contribute $20 per pay period to each employee's deferred compensation account. Effective with the pay period beginning July 1, 2024, the City will contribute $40 per pay period to each employee's deferred compensation account.

ARTICLE VII. UNIFORM ALLOWANCE

The Uniform Allowance will be provided to Police Lieutenants and Police Captains and will be $1,300 per year. The Uniform Allowance shall be paid in equal amounts each pay period as earned.

ARTICLE VIII. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Police Lieutenants shall receive holiday-in-lieu pay. Effective September 22, 2014, holiday-in-lieu pay shall be paid in equal amounts each pay period. The amount of such pay shall be seven and one-half percent (7.5%) of the employee's base pay period salary in effect during the pay period. The Police Lieutenants will receive an increase in the rate of holiday in-lieu pay equal to the amount provided in the Police Officers Association Memorandum of Understanding for the term of this Memorandum.

Police Captains shall not receive holiday-in-lieu pay.

ARTICLE IX. POST CERTIFICATION PAY

Members who possess a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training (POST) shall receive ~~nine hundred and fifty dollars ($950)~~ one thousand four hundred fifty dollars ($1450) per month.

- Effective July 13, 2026, the monthly POST certification amount will increase to $1950/month.

In addition to the requirements set forth in the POST regulations, a person hired or promoted to a Police Lieutenant after January 1, 2006 shall be required to possess a bachelor's degree issued by an accredited college or university as a prerequisite to receiving compensation for the POST Regular Management Certificate. A person promoted from Police Sergeant who at the time of promotion is receiving Post Certification Pay as a Police Sergeant in the Livermore Police Department shall continue to receive that payment for a period of up to four years (4) from the date of the promotion. If the employee has not qualified for the Post Certification Pay under the terms of this section within four years (4) of the date of promotion, the employee's Post Certification Pay shall be terminated. Upon receiving a Regular Management POST Certificate and meeting the educational qualification, a Lieutenant shall receive Post Certification Pay as provided above.

A member possessing a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training and who possesses a master degree issued by an accredited college or university or has successfully completed the State of California Commission on Peace Officer Standards and Training Law Enforcement Command College program or the Federal Bureau of Investigation National Academy Training Program shall receive one thousand five hundred dollars ($~~1,000~~1500) per month.

- Effective July 13, 2026, the monthly POST certification amount will increase to $2000/month.

The employee shall be responsible for notifying the City that the Police Chief has certified the application for the POST certificate and upon receipt of the certificate, the employee shall be responsible for notifying the City that the POST certificate has been received. The effective date of the certificate pay shall be the beginning of the first pay period commencing after the Human Resources has received a copy of the certified POST certificate application. Continued certification pay is contingent upon the employee actually receiving the certificate within eight

months of the date the application was sent to POST. If the certificate is not issued by POST, then the employee will be required to pay back the certification pay in full to the City.

ARTICLE X. SUPERVISORY DIFFERENTIAL PAY

It shall be the policy of the City to recognize the supervisory responsibilities of management employees by providing a differential in base salary between the supervising management employee and subordinate non-management employee(s) during the term of this Memorandum. In the event the differential between the management employee and non-management employee falls below seventeen and a half percent (17.5%) of base salary, the management employees shall receive a supervisory differential of an amount necessary to maintain a seventeen and a half percent (17.5%) differential.

ARTICLE XI. ACTING PAY

An employee assigned to perform substantially the duties of a higher paid job classification by the Chief of Police or City Manager for at least five (5) calendar days, shall receive acting pay as follows:

An employee who qualifies for Acting Pay shall be paid the base starting rate of salary established for the salary range of the temporary assignment. An exception to this will be made if this salary rate is less than 5% over the employee's current base salary rate. In that circumstance, the employee will receive the amount within the range that represents a 5% increase over the employee's current base salary rate. Additionally, the employee will receive no less than 2.5% over base salary of the highest compensated employee supervised. In no event shall the rate paid exceed the top step of the assigned classification. If an employee is assigned to an acting assignment for 12 months, the Chief of Police or City Manager may provide an additional increase of up to 7% or the maximum of the range, whichever is less.

CHAPTER 3. LEAVES AND SCHEDULING

ARTICLE I. HOLIDAYS

Police Lieutenants covered by this Memorandum shall not be entitled to take City authorized or observed holidays off, unless vacation or other paid leave time is used. In lieu of such holidays, employees shall be compensated as provided in Chapter 2.

For the Police Captains, the current practice regarding holidays shall continue.

ARTICLE II. VACATION

Vacation Benefits

Effective September 3, 2007, eligible employees shall accrue vacation as follows:

Years of Service	Accrual Rate Per Pay Period
First year	3.10 hours
Second through fifth	4.62 hours

Sixth through tenth	5.23 hours
Eleventh through fifteenth	6.19 hours
Sixteenth through nineteen	6.93 hours
Twentieth or more	7.40 hours

At no time will an employee be allowed to take in excess of the amount actually accrued but unused.

Vacation Scheduling

The times during a calendar year in which an employee may take this vacation shall be determined by the Chief of Police with due regard to the wishes of the employee and particular regard to the needs of the service. If the requirements of the service are such that an employee must defer a part or all of his annual vacation in a particular calendar year, the appointing authority will allow the employee to take such deferred vacation during the following calendar year. A written report of each deferred vacation, signed by the Chief of Police noting the details, shall be kept on file with the City Manager or Administrative Services Director.

Vacation Accumulation

Employees may accumulate up to three hundred and fifty (350) hours of vacation. Employee vacation accruals shall be suspended after reaching 350 maximum hours until employee is below the 350 hours maximum vacation hour accrual. Employees are responsible for monitoring their respective accruals.

Vacation Cash Out

All employees will be eligible to cash out up to 85 hours of vacation during the months of June and December each year. Employees must retain a minimum balance of forty (40) hours of vacation. In addition, employees will be eligible to cash out up to 100% of the employee's vacation bank hours during the months of June and December each year. The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

During the month of December of each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure the elected vacation hours to be cashed out are available at the time of each vacation cash out. If an employee does not have enough vacation hours, the employee will not be eligible for that vacation cash out during the year.

Compensation in Lieu of Vacation

When an employee working their regular schedules and assignments and whose accumulated vacation is at the maximum, requests vacation time off and the request is denied by the Chief of Police or Division Commander for departmental necessity, that employee may be granted compensation at full pay in-lieu of vacation accrued.

Vacation Pay at Termination

Employees who terminate employment shall be paid a lump sum for vacation accrued as provided in Sections: Vacation Benefits and Vacation Accumulation. No such payment shall be made for vacation accumulated contrary to the provision of this Memorandum of Understanding.

ARTICLE III. SICK LEAVE

Benefits

Sick leave, with pay, shall be accrued at the rate of 3.7 hours for each pay period of service. Sick leave usage shall not be considered as a privilege which an employee may use at her/his discretion, but shall be allowed only in case of necessity of actual sickness or disability.

Unused sick leave shall be accumulated without limit, but in no event may it be converted into a cash payment.

Family Illness

When illness in the employee's immediate family requires the employee's presence at home, sick leave may be granted not to exceed six (6) days in compliance with Labor Code Section 233 (Family Leave).

For purposes of family illness, immediate family shall include spouse, children, parent, or other family members included in Labor Code Section 233.

Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed the equivalent of three (3) regularly scheduled workdays ~~[twenty-four (24) hours]~~ for full-time employees. The immediate family shall be defined as ~~follows~~ any of the following of the employee, the employee's spouse, or the employee's domestic partner:

- Spouse or registered domestic partner~~,~~
- ~~-~~C~~c~~hild(ren) ~~of the employee or spouse~~,
- P~~p~~arents ~~of employee or spouse~~, ~~employee's brother or sister,~~
- Siblings,
- Grandparents,
- Grandchildren,
- ~~or a~~ A relative residing in the employee's home or dependent upon the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to the equivalent of three (3) regularly scheduled workdays ~~[twenty-four (24) hours]~~ of accumulated sick leave. The non-immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner ~~follows~~:

- Aunt or Uncle ~~Brother or sister of the employee's spouse~~

Employees may supplement the paid bereavement leave in paragraph (a) with accrued leave (including vacation, administrative leave, or sick leave) to reach a total of five (5) workdays of

time off per incident of bereavement. Employees may schedule additional time off, as needed, using accrued vacation or administrative leave, with the approval of their supervisor.

~~When unusual circumstances exist such as out-of-state travel, employee responsible for funeral arrangements, etc., an extension may be granted upon recommendation of the Chief of Police and approval of the City Manager. Such extension may not exceed two (2) days [sixteen (16) hours] of additional sick leave hours.~~

~~Bereavement leave applies only in instances which the employee attends the funeral or is required to make funeral arrangements.~~

Notification Requirement

In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate unit supervisor prior to the time set for beginning daily duties or as may be specified by the Chief of Police.

Doctor's Certificate or Other Proof

At the discretion of the employee's unit supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed; however, when absence is for more than three (3) consecutive work days, the employee shall file a physician's certificate or a personal affidavit with the Chief of Police or Administrative Services Director stating the cause of the absence.

ARTICLE IV. LEAVES OF ABSENCE

Leave of Absence Without Pay

The City Manager may grant an employee a leave of absence without pay for a period not to exceed three (3) months. After three months, the City Manager may extend the leave for up to, but not longer than, an additional nine (9) months. The City Manager's decision shall be final. No such leave of absence or extension will be considered without a written request from the employee, setting forth the reason for and the duration of the request, and no leave will be allowed without the written approval of the City Manager. Employees may not be granted a leave of absence without pay until all accrued leave that the employee is entitled to use is taken.

Upon the expiration of an approved leave or within a reasonable period of time as determined by the City, the employee shall be reinstated in the classification held at the time the leave was granted. Reinstatement will be subject to the employee's ability to satisfactorily meet medical standards as determined by the City's designated physician, and to perform the duties of the position. If the employee was a probationary employee, the normal original probationary period for the class will be required upon reinstatement. Failure on the part of the employee to report promptly upon the expiration of the leave shall be considered to be the abandonment of the position, and the employee shall be subject to dismissal. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last reported place of address, shall be reasonable notice of intent to dismiss.

The department head may grant a regular or probationary employee a leave of absence without pay not to exceed one calendar week. Such leaves shall be reported to Human Resources.

Employees qualifying for and receiving long-term disability benefits will, upon their written request, be granted a leave of absence without pay or benefits not to exceed twelve (12) months.

Seniority, vacation, sick leave credit, and any other benefits shall not accrue to an employee while on a leave of absence without pay.

Jury Duty

An employee summoned to jury duty shall inform his unit supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve. Any jury fees, excluding mileage, received by an employee shall be remitted to the City.

Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees.

ARTICLE V. ADMINISTRATIVE LEAVE

In recognition of the fact that Police Lieutenants and Police Captains are to observe their regular work schedule and perform any further hours needed to satisfactorily execute the duties and responsibilities of their position, an annual base of eighty (80) hours of administrative leave will be allotted. Such allocations will be made on a payroll calendar year basis.

ARTICLE VI. ABSENCES OF LESS THAN A DAY

For the classification of Police Lieutenant and Police Captain, time not worked of less than one day will not be reported on the City's official time sheet as long as both of the following conditions exist:

A. The classification of Police Lieutenant and Police Captain are determined to be FLSA exempt;

B. The FLSA, or regulations to interpret the FLSA or court cases governing the FLSA do not change so as to result in a revised legal opinion on this issue.

If conditions outlined in "A" or "B" above change, the City will meet and confer with the employee of this bargaining unit about the impact of those changes prior to taking any action.

When an individual plans to take an absence of less than the regularly scheduled work day, the individual shall so inform the Chief of Police or her/his designee and receive approval prior to being absent.

When an individual takes an unscheduled absence of less than the regularly scheduled work day due to sickness or other unforeseeable cause, the individual shall inform the Chief of Police or her/his designee of the absence as soon as possible.

The Chief of Police shall prepare and revise as necessary a written policy and procedure on the administration of such absences and provide each Lieutenant and Captain with a copy of the current document.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH BENEFITS

The City will provide a cafeteria benefit of $1,950 per month to be used towards medical premiums. Any unused portion of the cafeteria benefit will be paid as taxable income to the employee.

Employees covered under another group medical provider, can waive the City insurance coverage and receive the benefit as taxable income by providing proof of medical insurance coverage through another group provider. The employee will be required to certify their coverage on an annual basis during the open enrollment period in order to continue receiving the benefit.

Effective September 1, 2025, the City will pay the premiums for the dental and vision plans selected by the employee.

~~The City will provide a monthly contribution from which the employee may pay health, dental, and vision premiums.~~

~~The City will contribute on behalf of each full-time employee $1,950 per month.~~

~~Any unused portion of the City contribution will be added as taxable income to the employee's earnings.~~

Change in Employee Benefit Plans

The City intends to evaluate the hospital-medical plans currently available to employees to determine if similar or better coverage may be available at lower cost to the City. The City may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is comparable to or superior to the present coverage.

Domestic Partners

Pursuant to the California Domestic Partner Rights and Responsibilities Act of 2003, the City shall provide registered domestic partners of Association members with the same health benefits offered to spouses of Association members. Registered domestic partners shall be eligible to enroll in the City's health benefit plan effective January 1, 2005. Employees wishing to enroll a registered domestic partner shall be required to furnish proof of such registration to the satisfaction of the City.

ARTICLE II. LONG TERM DISABILITY

Employees shall be provided with a Long Term Disability Benefit Program as selected, administered, and revised by the City. The City agrees to pay the full premium through the term of this contract.

ARTICLE III. LIFE INSURANCE

The City will provide life insurance in the amount of $100,000 with AD&D coverage, and dependent coverage not to exceed $1,000. Employees will have the option of purchasing additional and supplemental life insurance as provided by the Insurance Policy.

CHAPTER 5. RETIREMENT PLAN

ARTICLE I. PRESENT BENEFITS AND PLAN OPTIONS

The City of Livermore contracted with the California State Employees' Retirement System for an employees retirement plan effective December 1, 1951. The retirement plan is now titled California Public Employees' Retirement System (CALPERS). Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

AMENDMENT	EFFECTIVE DATE	SUPERSEDED
Three Year Final Compensation	July 1, 1967	June 18, 1990
1959 Survivor Benefits	July 1, 1967	June 18, 1990
2% @ 55 Formula for Local Safety Members	August 1, 1973	February 7, 1983
Credit for Unused Sick Leave	November 22, 1978	
2% @ 50 Full Formula for Local Safety Members	February 7, 1983	February 12, 2011
Third Level 1959 Survivor Benefits	June 18, 1990	February 1, 1998
One Year Final Compensation	June 18, 1990	
EPMC Reported as Special Compensation	December 25, 1995	
Fourth Level 1959 Survivor Benefits	February 1, 1998	
Death Benefit/Remarriage	February 1, 1998	
3% @ 50 full formula for Local Safety Members	February 12, 2001	
Military Service Credit	September 1, 2004	
3%@55 Formula for Local Safety Member with Three Year Final Compensation	December 30, 2012	
2.7%@57 Formula for Local Safety Members with Three Years Final Compensation	January 1, 2013	

Effective December 30, 2012, newly hired classic safety CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 3%@55 retirement formula with the Three Year Final Compensation provision. Such newly hired employees under this second tier will be responsible for the entire 9% employee paid member contribution.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to CalPERS, shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a retirement formula of 2.7%@57 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

ARTICLE II. RETIREE HEALTH BENEFIT

Effective April 7, 2003, the following retiree medical program will be implemented.

Eligibility Criteria

The following eligibility criteria will apply to current and future Association employees for the City's Retiree Health Benefit as described herein:

1. The employee must have retired within 120 days of their last day of employment with the City of Livermore, and

2. The employee must have obtained a minimum of fifteen (15) years of service credit working for a CalPERS covered employer which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by CalPERS and/or the employee's former employers at the time of retirement. For purposes of this subsection, service credit shall not include service purchased pursuant to SB 719.

Industrial Disability Retirement

An employee who retires from the City of Livermore with an industrial disability retirement from CalPERS and who is totally disabled will be eligible for this benefit regardless of his or her length of service.

Reimbursement Amount

The percentage used to calculate the reimbursement amount will be based on the percentage schedule listed below and the following criteria:

For members actively employed as a Police Lieutenant or Police Captain on August 31, 2004; upon their retirement from the City; if they meet all eligibility requirements to receive a retirement health benefit, shall have their reimbursement based on the Kaiser "A" Plan two party rate for retirees and their years of CALPERS service as specified below. The reimbursement shall not be subject to a "cap." This section shall apply to a Lieutenant who may be promoted to Captain who qualifies for this level of benefit.

For a Police Lieutenant or Police Captain promoted into the bargaining unit after September 1, 2004, and who retire on or before June 30, 2025, who satisfies all the eligibility requirements necessary to receive a retirement reimbursement; shall have their retirement reimbursement benefit based on the Kaiser "A" plan two party rate for retirees and their years of CALPERS service as specified below. This reimbursement shall be subject to the "cap." The amount of the retiree's reimbursement shall not exceed the amount the City pays for medical insurance for active employees or the Kaiser "A" two party rate plan.

The retiree health benefit will reimburse the cost of medical insurance; this does not include premium cost for dental, vision or other similar forms of health services.

Years of CalPERS Service	City's Contribution
15	75%
20	85%
25+	100%

The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount shall not exceed the maximum amount that the retiree qualifies for based on the Kaiser plan premiums as specified above and his or her years of service based on the above percentages.

Reimbursement Amount for Employees Retiring On or After July 1, 2025
Qualified bargaining unit members who retire on or after July 1, 2025, shall receive reimbursement amount based on the schedule below. The retiree health benefit will reimburse the costs of medical insurance: this does not include premium costs for dental, vision, or other similar forms of health insurance.

Years of CalPERS Service	City's Contribution
15	$1462.50
20	$1657.50
25+	$1950.00

The reimbursement amount shall be limited to the actual cost of medical insurance for the retiree and eligible dependents and shall not exceed the maximum amount for which the retiree qualifies based on years of service.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount the retiree qualifies for based on the above criteria.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

Administration
The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

Retiree Health Savings Account
Any Police Lieutenant or Police Captain promoted into the bargaining unit who was not eligible for a retirement health benefit, and was receiving a city-paid retirement health saving account (RHS) under the terms of the memorandum of understanding that controlled the terms and conditions of their former employment, shall continue to receive the retirement health savings account upon promotion and shall not be eligible for a retirement health insurance reimbursement.

Effective November 1, 2012, any Police Lieutenant or Police Captain hired as a new employee (not currently employed with the City) shall not be eligible for the retiree health benefit as described above in Article II. An employee hired on or after November 1, 2012, shall receive a

retirement health savings account (RHSA) with a City contribution equal to five percent (5%) of the employee's base salary.

Effective as soon as administratively possible after ratification of the MOU, all bargaining unit members will be required to contribute two percent (2%) of base salary to a RHSA account.

CHAPTER 6. GRIEVANCES, DISCIPLINE AND APPEALS

ARTICLE I. GRIEVANCE PROCEDURE

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, those provisions of this Memorandum of Understanding which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Prior to filing a formal grievance, an employee who has a complaint shall discuss the complaint with his/her Division Commander. The employee must present the complaint within ten (10) working days of the date the employee became aware of the action causing the complaint. If the employee is not satisfied with the response of his/her Division Commander, he/she may, either individually or by instructing the representative of the Association, file a written grievance with the Chief of Police stating the particulars of the grievance and, if possible, the nature of the determination desired. The grievance must be filed within five (5) working days after the Division Commander's response. The Chief of Police shall immediately forward a copy of the grievance to the Administrative Services Director.

Within ten (10) working days after receipt of the written grievance, the Chief of Police shall give a written response to the grievant with a copy to the Administrative Services Director. The response shall identify the issues and determine a resolution to the grievance.

If an employee is not satisfied with the decision of the Chief of Police, he/she may, either individually or by instructing the representative of the Association, appeal to the City Manager by filing a written appeal with the City Manager within five (5) days after receipt of the Chief of Police's determination. Such appeal should state the particulars of the grievance, and if possible, the determination desired. The grievance shall be investigated by the City Manager, or at his/her election, the Administrative Services Director, and a meeting shall be held between the City Manager and the grievant. The City Manager shall consider the grievance and related recommendations, and render a decision within fifteen (15) working days. If the grievant is dissatisfied with the decision of the City Manager, he/she may file a written appeal with the Administrative Services Director to the City Council.

Upon receipt of a complaint, the City Council shall make such investigations as they may deem necessary. A hearing shall be held within thirty (30) days after the request for the hearing. Whenever a hearing of any complaint is to be held, the Administrative Services Director shall notify the employee requesting the hearing, the Chief of Police or Division Commander or other officer from whose action the appeal is being taken, of the date, time and place of the hearing.

Unless incapacitated, the person making the complaint shall appear personally before the City Council at the hearing, and he/she may be represented by a Association representative.

Upon conclusion of any investigation or hearing, the City Council shall cause its findings and recommendations are to be prepared in writing and to certify the same. Such findings, shall be countersigned and filed as permanent records by the City Manager or the Administrative Services Director.

If, due to the absence from the City, or the illness or disability of a majority of the City Council, any employee would be deprived of the right to a hearing by the City Council in the event he/she were demoted, reduced, or discharged, the appointing authority shall defer action until the City Council is able to function unless the case is an emergency, in which event the appointing authority may suspend the employee until the City Council is able to function.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding and Personnel Rules and Regulations shall be considered as grievances. Any other matter of compensation is to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the next meeting and conferring process. No adjustment shall be retroactive for more than sixty (60) days from the date the complaint was filed.

ARTICLE II. DISCIPLINARY PROCEDURE

Discipline

The Police Chief, for cause, may suspend, reduce the pay, demote or impose any other discipline on an employee except dismissal. The Police Chief, for cause, may dismiss an employee with the prior approval of the City Manager. Employees absent without leave who fail to return to duty within twenty-four (24) hours after notice to return shall be discharged. Such discharged employee shall be entitled to a "due process" meeting provided such meeting is requested within seven (7) calendar days after receipt of the dismissal notice.

Process

Prior to the imposition of discipline which would result in loss of pay or position, a written notice of the intent to discipline must be given to the employee. Such notice shall inform the employee of:

1. The proposed disciplinary action.
2. The specific grounds and/or particular facts upon which the action is based.
3. The right to review the written materials upon which the proposed action is based.
4. The right to present written response to the charges to the Chief of Police or to request a meeting with the Chief of Police or designated representative to present any relevant information which they feel should be heard before discipline is imposed. Written responses or the request to meet with the Chief must be submitted within five (5) working days of receipt of the notice of proposed discipline.

In all cases, the Chief of Police may impose a disciplinary action resulting in salary reduction pursuant to Section 13.01 of the City of Livermore Personnel Rules and Regulations before completing the due process procedure if he/she deems the employee's presence at the job site creates a danger to any employee or person.

After considering such information as may be presented under due process, the Chief of Police shall prepare the notice of discipline and provide it to the employee. The notice shall include:

1. Findings concerning each allegation or violation charged.
2. The disciplinary action and date it is to be effective.
3. The employee's appeal rights.

Appeal

No appeal involving loss of pay or position or any other disciplinary action will be entertained unless it is filed in writing with the City Manager within five (5) working days of the date the affected employee was notified of such action. A copy of the appeal shall also be filed with the Chief of Police. Verbal or written warnings or reprimands are not subject to appeal.

City Manager Appeal Authority. This section applies to all disciplinary actions eligible for appeal, except as provided for in the section "City Manager and Option to Use an Arbitrator."

If an employee is not satisfied with the decision of the Chief of Police, he/she, may either individually or by instructing the representative of the Association, appeal to the City Manager by filing a written appeal with the City Manager within five (5) days after receipt of the Police Chief's determination. Such appeal should state the particulars of the grievance, and if possible, the determination desired. The grievance shall be investigated by the City Manager, or at his/her election, the Administrative Services Director, and a meeting shall be held between the City Manager and the grievant. The City Manager shall consider the grievance and related recommendations, and render a decision within fifteen (15) working days; such decisions shall be final.

City Manager and Option to Use an Arbitrator: This section applies to the following types of disciplinary action: a suspension without pay of over 80 hours or a reduction in pay equivalent to or more than two pay periods for violating safety rules of major significance pursuant to the Section 13.01 of the City of Livermore's Personnel Rules and Regulations, and termination of employment for disciplinary reasons.

If an employee is not satisfied with the decision of the Chief of Police regarding a decision covered by this section, he/she may either individually or by instructing the representative of the Association, appeal to the City Manager by filing a written appeal with the City Manager within five (5) days after receipt of the Chief of Police's determination. In addition, the employee or the City may request that the appeal hearing be conducted by an Arbitrator. When either or both request the use of the Arbitrator, it will be the responsibility of the Arbitrator to conduct the hearing and create the record of the hearing which record will include a non-binding opinion by the Arbitrator. The purpose of the Arbitrator's opinion is to provide additional information which may be considered by the City Manger in reaching the final decision. The City Manager may decide to be present at the hearing or may make a final decision based on the record created by the

Arbitrator. A final decision will be rendered by the City Manager. The purpose of the record created by the Arbitrator will be for the use of the Superior Court if a lawsuit or appeal is filed against the City Manager's decision.

The costs of an Arbitrator and all incidental hearing costs (such as court recorder fees, transcription fees, etc.) shall be shared equally between the City and Association.

The process for selection of an arbitrator shall be as follows:

The names of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service. The parties shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator. Notwithstanding the foregoing, nothing shall prevent the parties from mutually agreeing to request the services of a given arbitrator to hear the dispute. The City and the Association agree to divide equally the cost of the arbitrator and the court reporter; each party bears their own legal representation costs.

The arbitrator shall issue a written decision within thirty (30) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to this Agreement.

ARTICLE III. DEFINITION OF WORKING DAYS

As used in this chapter, the number of working days specified as a maximum number of days within which an action must be taken, the number of working days shall be measured based on: (1) the regular working schedule of the individual responsible for initiating the discussion, complaint, grievance or appeal; or (2) the regular working schedule of the individual responsible for responding to any of the above.

CHAPTER 7. ASSOCIATION ISSUES

ARTICLE I. DUES

Dues Deduction

Payroll deductions for membership dues shall be granted by the City Manager only to the Association.

The following procedures shall be observed in the withholding of employee earnings:

A. Payroll deductions shall be for a specific amount and uniform as between employee members of the Association and not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the City of Livermore.

B. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll

deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager. Employees may authorize dues deductions only for the Association certified as the recognized representative of the Association to which such employees are assigned.

C. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds at the address specified.

D. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Association dues deduction.

E. The Association shall file with the City Manager an indemnity statement wherein the Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of checkoff of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE II. ASSOCIATION REPRESENTATIVES

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with the management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Preparations for negotiations shall not occur on City time. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2). Supervising employees shall not represent non-supervising employees with respect to disciplinary matters in the grievance procedure.

ARTICLE III. ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Chief of Police.

Access shall be restricted so as not to interfere with the normal operation of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours, unless approved in advance by the City Manager or designee.

ARTICLE IV. CITY FACILITIES

City employees or the Association or their representatives may, with the prior approval of the City Manager or designee, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

The use of City equipment other than items normally used in the conduct of business meetings, such as desk, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

ARTICLE V. BULLETIN BOARDS

The Association may use portions of City bulletin boards under the following conditions:

A. All matters must receive the approval of the Chief of Police or his designated representative.

B. All materials must be dated and must identify the Association that published them.

C. The actual posting of materials will be done by the City as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date. Materials which the Chief of Police considers objectionable will not be posted. In instances where the Chief of Police denies approval, the Association may appeal such denial to the Administrative Services Director.

D. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Association's materials.

E. If the Association does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

ARTICLE VI. ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, and each shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule,

resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

ARTICLE VII. NO DISCRIMINATION

There shall be no discrimination based on race, creed, color, national origin, sex or legitimate Association activities against any employee or applicant for employment by the Association or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established.

CHAPTER 8. MISCELLANEOUS

ARTICLE I. WORK SCHEDULES

Effective December 6, 1999 it is the intent of the Department, based on current circumstances to present team effort scheduling.

ARTICLE II. PROBATION

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

The probationary period for Police Lieutenants and Police Captains shall be a period of not less than twelve (12) months with retreat rights.

During the probationary period, an employee may be rejected at any time by the Chief of Police or division head after approval of the appointing authority without cause and without the right of appeal. Notification of rejection, in writing, shall be served on the probationer with a copy to be filed with the City Manager or Administrative Services Director.

Prior to the completion of the probationary period, the Chief of Police or his designated representative shall file with the City Manager or Administrative Services Director a notification in writing stating that the services of such employees shall be retained or rejected. Thereafter and prior to the completion of the probationary period, the City Manager or Administrative Services Director shall provide such notification to the affected employee.

Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to a position in the same class from which he/she was promoted unless he/she is discharged for cause.

ARTICLE III. LAYOFF PROCEDURES

The City Manager, subject to the approval of the City Council and after consultation with the Chief of Police, may layoff an employee because of material changes in duties or organization, shortage

of work or funds. Thirty (30) days before the effective date of the layoff, the appointing authority shall notify the City Council of the intended actions and the reasons therefore.

In the event of a layoff, the employee in the classification in which the City is reducing the work force who has the least length of service in that classification, may displace the least senior employee in the next lower paying classification within the job family or previously held classification, provided such displaced employee has less service in that classification. If there is no lower paying classification, the least senior employee(s) shall be laid off.

Reassignment or displacement of employees within a classification or in the next lower paying classification in the job family shall occur only when the employee is capable by virtue of prior training and experience to perform the work required. The City Manager, upon recommendation of the Administrative Services Director and the Chief of Police, shall make the determination as to the employee's capability to perform the work.

The City Manager, after consultation with the Chief of Police, may authorize the retention of an employee despite that employee's position on a seniority list, if the employee is determined to have special skills which are required for effective operation of a critical municipal service.

Employees other than regular, full-time employees shall be laid off first, except that the seniority of employees in "regular part-time" positions shall be calculated on a pro-rata basis. Therefore, such employees may be eligible for retention of present or other "regular part-time" or job sharing positions. Full-time employees who have elected job sharing or reduced work hours in positions.

ARTICLE IV. RE-EMPLOYMENT

Laid-off employees who received an overall rating of satisfactory or better on their last evaluation shall be placed on a re-employment eligibility list, in order of seniority, for a period of one (1) year. Such lists shall take precedence over all other employment eligibility lists except promotional re-employment lists.

Displaced employees shall be placed on a promotional re-employment list in order of seniority for a period of two (2) years. Promotional re-employment lists shall take precedence over regular promotional lists.

Refusal to respond or accept a re-employment offer shall result in removal from the appropriate re-employment or promotional re-employment eligibility lists.

Employees on re-employment lists shall not have the right to displace working employees.

Former employees appointed from re-employment eligibility lists shall have the following benefits restored: (1) prior unused sick leave accrual, (2) seniority at the time of layoff for purposes of determining merit increases, vacation accrual, and future reductions in force, (3) re-employment employees shall be compensated within the salary range authorized for the classification and at the step (if steps are utilized) the employee had earned in prior employment. If the employee returns to a lower paying classification than the classification from which he/she was laid off, the compensation shall be set at the step in the lower paying classification which is closest in pay to,

but not above the dollar level, of the most recent step achieved by the affected employee in the higher paying classification, (4) employees who are re-employed in classifications for which they have completed a probationary period shall not be required to serve a new probationary period, and (5) employees in a layoff status shall not continue to accrue seniority or benefits.

Vacation which has been accrued as specified in Chapter 3, Article II may be taken prior to the effective date of the layoff, or left on the books to be available upon re-employment for up to one (1) year, if the employee has not been re-employed, he/she will be paid the accrued vacation in cash.

The City of Livermore may require that employees being re-employed successfully pass a medical examination administered by the City's physician.

Employees may elect to take a leave of absence as described in Chapter 3, Article IV of this Memorandum of Understanding in lieu of being laid off or displaced. Employees who elect to take a leave of absence in lieu of being laid off shall, upon conclusion of such leave of absence, be placed on appropriate re-employment lists based upon their seniority. Authorization of a leave of absence does not extend the term of the re-employment list.

Executed this _____ day of _____, ~~2021~~2025 by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representative

By _____
~~Matt Sarsfield~~ Jason Boberg, Police Captain

By _____
Joe Draghi, Police Lieutenant

Employer Representative

By _____
~~Marc Roberts~~ Marianna Burch, City Manager

By _____
~~Douglas Alessio~~Tina Olson, Admin. Services Dir.

By _____
Kristen Hilton, HR Manager

By _____
Kaylin Larson, HR Analyst II

By _____
Amanda Sabolish, HR Analyst I

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE AND THE LIVERMORE POLICE MANAGEMENT ASSOCIATION

The Livermore Police Management Association (PMA) Memorandum of Understanding expired on June 30, 2025. The City and PMA met and negotiated a successor Master Memorandum of Understanding.

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

1. The Master Memorandum of Understanding (MOU) between the City of Livermore and the Livermore Police Management Association for the period of July 1, 2025 through June 30, 2029, as reflected in the attached Exhibit A, is hereby approved and the City Manager is authorized to execute that MOU on behalf of the City of Livermore.

2. Funds are appropriated from the General Fund unassigned reserves in the amount of $371,813 for FY2025-26 and $576,310 for FY2026-27, as shown in the table below:

FY 25-26	**FY 26-27**
$371,813	$576,310

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Master Memorandum of Understanding – Livermore Police Management Association

EXHIBIT A

MASTER

MEMORANDUM OF UNDERSTANDING

on

WAGES, HOURS, AND OTHER TERMS AND
CONDITIONS OF EMPLOYMENT

LIVERMORE POLICE MANAGEMENT ASSOCIATION

and

CITY OF LIVERMORE

TERM OF MEMORANDUM
July 1, 2025 to June 30, 2029

TABLE OF CONTENTS

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING 1
ARTICLE II. RECOGNITION 1
ARTICLE III. STATE LAW COMPLIANCE 1
ARTICLE IV. CITY COUNCIL APPROVAL 1
ARTICLE V. CITY RIGHTS 1
ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OFUNDERSTANDING 2

CHAPTER 2. SALARIES, OTHER COMPENSATION AND SCHEDULES

ARTICLE I. SALARIES 2
ARTICLE II. SALARY PLAN 2
ARTICLE III. FAIR LABOR STANDARDS ACT STATUS 2
ARTICLE IV. PROMOTION 3
ARTICLE V. TUITION REIMBURSEMENT 3
ARTICLE VI. DEFERRED COMPENSATION PROGRAM 3
ARTICLE VII. UNIFORM ALLOWANCE 3
ARTICLE VIII. HOLIDAY-IN-LIEU PAY 3
ARTICLE IX. POST CERTIFICATION PAY 3
ARTICLE X. SUPERVISORY DIFFERENTIAL PAY 4
ARTICLE XI. ACTING PAY 5

CHAPTER 3. LEAVES AND SCHEDULING

ARTICLE I. HOLIDAYS 5
ARTICLE II. VACATION 5
ARTICLE III. SICK LEAVE 6
ARTICLE IV. LEAVES OF ABSENCE 8
ARTICLE V. ADMINISTRATIVE LEAVE 8
ARTICLE VI. ABSENCES OF LESS THAN A DAY 9

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH BENEFITS 9
ARTICLE II. LONG TERM DISABILITY 10
ARTICLE III. LIFE INSURANCE 10

CHAPTER 5. RETIREMENT PLAN

ARTICLE I. PRESENT BENEFITS AND PLAN OPTIONS 10
ARTICLE II. RETIREE HEALTH BENEFIT 11

CHAPTER 6. GRIEVANCES, DISCIPLINE AND APPEALS

ARTICLE I. GRIEVANCE PROCEDURE 13
ARTICLE II. DISCIPLINARY PROCEDURE 14
ARTICLE III. DEFINITION OF WORKING DAYS 16

CHAPTER 7. ASSOCIATION ISSUES

ARTICLE I. DUES 17
ARTICLE II. ASSOCIATION REPRESENTATIVES 18
ARTICLE III. ACCESS TO WORK LOCATIONS 18
ARTICLE IV. CITY FACILITIES 18
ARTICLE V. BULLETIN BOARDS 18
ARTICLE VI. ADVANCE NOTICE 19
ARTICLE VII. NO DISCRIMINATION 19

CHAPTER 8. MISCELLANEOUS

ARTICLE I. WORK SCHEDULES 19
ARTICLE II. PROBATION 19
ARTICLE III. LAYOFF PROCEDURES 20
ARTICLE IV. RE-EMPLOYMENT 21

CHAPTER 1. ADMINISTRATIVE

ARTICLE I. PARTIES TO UNDERSTANDING

This Memorandum of Understanding is entered into by and between the CITY OF LIVERMORE, a municipal corporation hereinafter referred to as "CITY," and the LIVERMORE POLICE MANAGEMENT ASSOCIATION, hereinafter referred to as "ASSOCIATION," pursuant to Government Code 3500, et seq. This Memorandum of Understanding applies to the class of Police Lieutenant and Police Captain.

ARTICLE II. RECOGNITION

Livermore Police Management Association is the formally recognized employee organization for the Police Management Association. The Association represents the classifications of Police Lieutenant and Police Captain in the Livermore Police Department. The City Manager or designated representative is the representative of the City of Livermore in employer-employee relations matters.

ARTICLE III. STATE LAW COMPLIANCE

The Memorandum of Understanding complies with the provision of Section 3500, et seq., of the Government Code of the State of California, and City of Livermore City Council Resolution 9-77 in that the parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment for the employees in said representation Association and have freely exchanged information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE IV. CITY COUNCIL APPROVAL

This Memorandum of Understanding shall be presented to the Livermore City Council as the joint recommendation of the undersigned parties for salary and employee benefit adjustments for the period commencing July 1, 2025 and ending June 30, 2029. If approved by the City Council, this Memorandum shall continue in full force and effect from July 1, 2025 to and including June 30, 2029.

ARTICLE V. CITY RIGHTS

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE VI. PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

Continuance of working conditions and practices not specifically authorized by departmental rules and regulations or by ordinance or resolution of the City Council is not guaranteed by this Memorandum of Understanding.

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the City and the Association.

Except as otherwise specifically provided herein, this Memorandum fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum by mutual agreement.

CHAPTER 2. SALARIES, OTHER COMPENSATION AND SCHEDULES

ARTICLE I. SALARIES

Effective July 14, 2025, salaries shall be set according to the classifications and to the salary range assigned to each of those classifications listed in Appendix A attached hereto, reflecting an increase of five percent (5.0%) and an internal equity adjustment of five percent (5.0%).

Subsequent contract years will include the following increases:

Effective July 13, 2026 – 3.0%
Effective July 12, 2027 – 3.0%
Effective July 10, 2028 – 3.0%

Internal equity adjustments will increase base salaries as follows:

Effective July 13, 2026 – 2.0%
Effective July 12, 2027 –1.0%

Appendix A, attached hereto, shall reflect the salary and internal equity adjustments associated with the classifications and the salary ranges assigned to each of those classifications.

ARTICLE II. SALARY PLAN

Salaries are to be administered pursuant to the Management Salary Plan.

ARTICLE III. FAIR LABOR STANDARDS ACT STATUS

The City has determined that the classification of Police Lieutenant and Police Captain are FLSA exempt based on the duties test. Since this exemption is based on duties, it cannot be guaranteed; however, the department does not currently anticipate any change in duties that would change the FLSA exempt status.

ARTICLE IV. PROMOTION

An employee who is promoted from one class to a class with a higher salary range shall receive a salary increase of ten percent (10%) of their base salary or the minimum of the salary range if higher, but in no event shall the increase exceed the maximum of the range. The effective date of the promotion shall be the new review date for the purpose of determining eligibility for merit increases.

ARTICLE V. TUITION REIMBURSEMENT

The City shall reimburse employees seventy-five percent (75%) of the cost of tuition and books for educational courses related to the employee's work assignments which are attended during off-duty hours. Transportation expenses for attending courses shall be reimbursed in such a manner as determined by the City. In order to be eligible for tuition reimbursement, the employee must submit the necessary forms and obtain the approval of the City Manager, whose decision shall be final, prior to enrolling in the course. Satisfactory completion of a course with a grade of "C" or better is required in order to be eligible for reimbursement. The employee must submit a copy of the grade report or certificate of course completion together with receipts for tuition and books and an accounting of transportation expenses. The City Manager's review and action on a request will follow the City Manager's Administrative Regulation establishing a Tuition Reimbursement Plan procedure.

ARTICLE VI. DEFERRED COMPENSATION PROGRAM

Eligible employees shall be able to participate in the deferred compensation program that the City may establish, administer, revise, sponsor, or make available to eligible employees. Effective with the pay period beginning July 5, 2021, the City will contribute $20 per pay period to each employee's deferred compensation account. Effective with the pay period beginning July 1, 2024, the City will contribute $40 per pay period to each employee's deferred compensation account.

ARTICLE VII. UNIFORM ALLOWANCE

The Uniform Allowance will be provided to Police Lieutenants and Police Captains and will be $1,300 per year. The Uniform Allowance shall be paid in equal amounts each pay period as earned.

ARTICLE VIII. HOLIDAY-IN-LIEU PAY

In lieu of all holidays authorized or observed by the City, Police Lieutenants shall receive holiday-in-lieu pay. Effective September 22, 2014, holiday-in-lieu pay shall be paid in equal amounts each pay period. The amount of such pay shall be seven and one-half percent (7.5%) of the employee's base pay period salary in effect during the pay period. The Police Lieutenants will receive an increase in the rate of holiday in-lieu pay equal to the amount provided in the Police Officers Association Memorandum of Understanding for the term of this Memorandum.

Police Captains shall not receive holiday-in-lieu pay.

ARTICLE IX. POST CERTIFICATION PAY

Members who possess a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training (POST) shall receive one thousand four hundred fifty dollars ($1450) per month.

- Effective July 13, 2026, the monthly POST certification amount will increase to $1950/month.

In addition to the requirements set forth in the POST regulations, a person hired or promoted to a Police Lieutenant after January 1, 2006 shall be required to possess a bachelor's degree issued by an accredited college or university as a prerequisite to receiving compensation for the POST Regular Management Certificate. A person promoted from Police Sergeant who at the time of promotion is receiving Post Certification Pay as a Police Sergeant in the Livermore Police Department shall continue to receive that payment for a period of up to four years (4) from the date of the promotion. If the employee has not qualified for the Post Certification Pay under the terms of this section within four years (4) of the date of promotion, the employee's Post Certification Pay shall be terminated. Upon receiving a Regular Management POST Certificate and meeting the educational qualification, a Lieutenant shall receive Post Certification Pay as provided above.

A member possessing a Regular Management Certificate issued by the California Commission on Peace Officer Standards and Training and who possesses a master degree issued by an accredited college or university or has successfully completed the State of California Commission on Peace Officer Standards and Training Law Enforcement Command College program or the Federal Bureau of Investigation National Academy Training Program shall receive one thousand five hundred dollars ($1500) per month.

- Effective July 13, 2026, the monthly POST certification amount will increase to $2000/month.

The employee shall be responsible for notifying the City that the Police Chief has certified the application for the POST certificate and upon receipt of the certificate, the employee shall be responsible for notifying the City that the POST certificate has been received. The effective date of the certificate pay shall be the beginning of the first pay period commencing after the Human Resources has received a copy of the certified POST certificate application. Continued certification pay is contingent upon the employee actually receiving the certificate within eight months of the date the application was sent to POST. If the certificate is not issued by POST, then the employee will be required to pay back the certification pay in full to the City.

ARTICLE X. SUPERVISORY DIFFERENTIAL PAY

It shall be the policy of the City to recognize the supervisory responsibilities of management employees by providing a differential in base salary between the supervising management employee and subordinate non-management employee(s) during the term of this Memorandum. In the event the differential between the management employee and non-management employee falls below seventeen and a half percent (17.5%) of base salary, the management employees shall receive a supervisory differential of an amount necessary to maintain a seventeen and a half percent (17.5%) differential.

ARTICLE XI. ACTING PAY

An employee assigned to perform substantially the duties of a higher paid job classification by the Chief of Police or City Manager for at least five (5) calendar days, shall receive acting pay as follows:

An employee who qualifies for Acting Pay shall be paid the base starting rate of salary established for the salary range of the temporary assignment. An exception to this will be made if this salary rate is less than 5% over the employee's current base salary rate. In that circumstance, the employee will receive the amount within the range that represents a 5% increase over the employee's current base salary rate. Additionally, the employee will receive no less than 2.5% over base salary of the highest compensated employee supervised. In no event shall the rate paid exceed the top step of the assigned classification. If an employee is assigned to an acting assignment for 12 months, the Chief of Police or City Manager may provide an additional increase of up to 7% or the maximum of the range, whichever is less.

CHAPTER 3. LEAVES AND SCHEDULING

ARTICLE I. HOLIDAYS

Police Lieutenants covered by this Memorandum shall not be entitled to take City authorized or observed holidays off, unless vacation or other paid leave time is used. In lieu of such holidays, employees shall be compensated as provided in Chapter 2.

For the Police Captains, the current practice regarding holidays shall continue.

ARTICLE II. VACATION

Vacation Benefits

Effective September 3, 2007, eligible employees shall accrue vacation as follows:

Years of Service	Accrual Rate Per Pay Period
First year	3.10 hours
Second through fifth	4.62 hours
Sixth through tenth	5.23 hours
Eleventh through fifteenth	6.19 hours
Sixteenth through nineteen	6.93 hours
Twentieth or more	7.40 hours

At no time will an employee be allowed to take in excess of the amount actually accrued but unused.

Vacation Scheduling

The times during a calendar year in which an employee may take this vacation shall be determined by the Chief of Police with due regard to the wishes of the employee and particular regard to the needs of the service. If the requirements of the service are such that an employee must defer a part or all of his annual vacation in a particular calendar year, the appointing authority will allow the

employee to take such deferred vacation during the following calendar year. A written report of each deferred vacation, signed by the Chief of Police noting the details, shall be kept on file with the City Manager or Administrative Services Director.

Vacation Accumulation

Employees may accumulate up to three hundred and fifty (350) hours of vacation. Employee vacation accruals shall be suspended after reaching 350 maximum hours until employee is below the 350 hours maximum vacation hour accrual. Employees are responsible for monitoring their respective accruals.

Vacation Cash Out

All employees will be eligible to cash out up to 85 hours of vacation during the months of June and December each year. Employees must retain a minimum balance of forty (40) hours of vacation. In addition, employees will be eligible to cash out up to 100% of the employee's vacation bank hours during the months of June and December each year. The City Manager may suspend the payout provision if she/he determines that a demonstrated fiscal crisis exists.

During the month of December of each year, employees must make an irrevocable election to cash out vacation in the following calendar year. Failure to submit an irrevocable election form shall be the same as electing not to cash out vacation leave during the following calendar year.

The employee will be responsible to make sure the elected vacation hours to be cashed out are available at the time of each vacation cash out. If an employee does not have enough vacation hours, the employee will not be eligible for that vacation cash out during the year.

Compensation in Lieu of Vacation

When an employee working their regular schedules and assignments and whose accumulated vacation is at the maximum, requests vacation time off and the request is denied by the Chief of Police or Division Commander for departmental necessity, that employee may be granted compensation at full pay in-lieu of vacation accrued.

Vacation Pay at Termination

Employees who terminate employment shall be paid a lump sum for vacation accrued as provided in Sections: Vacation Benefits and Vacation Accumulation. No such payment shall be made for vacation accumulated contrary to the provision of this Memorandum of Understanding.

ARTICLE III. SICK LEAVE

Benefits

Sick leave, with pay, shall be accrued at the rate of 3.7 hours for each pay period of service. Sick leave usage shall not be considered as a privilege which an employee may use at her/his discretion, but shall be allowed only in case of necessity of actual sickness or disability.

Unused sick leave shall be accumulated without limit, but in no event may it be converted into a cash payment.

Family Illness
When illness in the employee's immediate family requires the employee's presence at home, sick leave may be granted not to exceed six (6) days in compliance with Labor Code Section 233 (Family Leave).

For purposes of family illness, immediate family shall include spouse, children, parent, or other family members included in Labor Code Section 233.

Bereavement Leave
In the event of a death in the immediate family of an employee, the employee shall, upon request, be granted time off, not to exceed the equivalent of three (3) regularly scheduled workdays for full-time employees. The immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's domestic partner:

- Spouse or registered domestic partner,
- Child(ren),
- Parents,
- Siblings,
- Grandparents,
- Grandchildren,
- A relative residing in the employee's home or dependent upon the employee for full support.

In the event of the death of an employee's non-immediate family, an employee may use up to the equivalent of three (3) regularly scheduled workdays of accumulated sick leave. The non-immediate family shall be defined as any of the following of the employee, the employee's spouse, or the employee's registered domestic partner:

- Aunt or Uncle

Employees may supplement the paid bereavement leave in paragraph (a) with accrued leave (including vacation, administrative leave, or sick leave) to reach a total of five (5) workdays of time off per incident of bereavement. Employees may schedule additional time off, as needed, using accrued vacation or administrative leave, with the approval of their supervisor.

Notification Requirement
In order to receive compensation when absent on sick leave, the employee shall notify his/her immediate unit supervisor prior to the time set for beginning daily duties or as may be specified by the Chief of Police.

Doctor's Certificate or Other Proof
At the discretion of the employee's unit supervisor, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed; however, when absence is for more than three (3) consecutive work days, the employee shall file a physician's certificate or a personal affidavit with the Chief of Police or Administrative Services Director stating the cause of the absence.

ARTICLE IV. LEAVES OF ABSENCE

Leave of Absence Without Pay

The City Manager may grant an employee a leave of absence without pay for a period not to exceed three (3) months. After three months, the City Manager may extend the leave for up to, but not longer than, an additional nine (9) months. The City Manager's decision shall be final. No such leave of absence or extension will be considered without a written request from the employee, setting forth the reason for and the duration of the request, and no leave will be allowed without the written approval of the City Manager. Employees may not be granted a leave of absence without pay until all accrued leave that the employee is entitled to use is taken.

Upon the expiration of an approved leave or within a reasonable period of time as determined by the City, the employee shall be reinstated in the classification held at the time the leave was granted. Reinstatement will be subject to the employee's ability to satisfactorily meet medical standards as determined by the City's designated physician, and to perform the duties of the position. If the employee was a probationary employee, the normal original probationary period for the class will be required upon reinstatement. Failure on the part of the employee to report promptly upon the expiration of the leave shall be considered to be the abandonment of the position, and the employee shall be subject to dismissal. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last reported place of address, shall be reasonable notice of intent to dismiss.

The department head may grant a regular or probationary employee a leave of absence without pay not to exceed one calendar week. Such leaves shall be reported to Human Resources.

Employees qualifying for and receiving long-term disability benefits will, upon their written request, be granted a leave of absence without pay or benefits not to exceed twelve (12) months.

Seniority, vacation, sick leave credit, and any other benefits shall not accrue to an employee while on a leave of absence without pay.

Jury Duty

An employee summoned to jury duty shall inform his unit supervisor and, if required to serve, may be absent from duty with full pay only for those hours required to serve. Any jury fees, excluding mileage, received by an employee shall be remitted to the City.

Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of City employees.

ARTICLE V. ADMINISTRATIVE LEAVE

In recognition of the fact that Police Lieutenants and Police Captains are to observe their regular work schedule and perform any further hours needed to satisfactorily execute the duties and responsibilities of their position, an annual base of eighty (80) hours of administrative leave will be allotted. Such allocations will be made on a payroll calendar year basis.

ARTICLE VI. ABSENCES OF LESS THAN A DAY

For the classification of Police Lieutenant and Police Captain, time not worked of less than one day will not be reported on the City's official time sheet as long as both of the following conditions exist:

A. The classification of Police Lieutenant and Police Captain are determined to be FLSA exempt;

B. The FLSA, or regulations to interpret the FLSA or court cases governing the FLSA do not change so as to result in a revised legal opinion on this issue.

If conditions outlined in "A" or "B" above change, the City will meet and confer with the employee of this bargaining unit about the impact of those changes prior to taking any action.

When an individual plans to take an absence of less than the regularly scheduled work day, the individual shall so inform the Chief of Police or her/his designee and receive approval prior to being absent.

When an individual takes an unscheduled absence of less than the regularly scheduled work day due to sickness or other unforeseeable cause, the individual shall inform the Chief of Police or her/his designee of the absence as soon as possible.

The Chief of Police shall prepare and revise as necessary a written policy and procedure on the administration of such absences and provide each Lieutenant and Captain with a copy of the current document.

CHAPTER 4. INSURANCES AND HEALTH CARE

ARTICLE I. HEALTH BENEFITS

The City will provide a cafeteria benefit of $1,950 per month to be used towards medical premiums. Any unused portion of the cafeteria benefit will be paid as taxable income to the employee.

Employees covered under another group medical provider, can waive the City insurance coverage and receive the benefit as taxable income by providing proof of medical insurance coverage through another group provider. The employee will be required to certify their coverage on an annual basis during the open enrollment period in order to continue receiving the benefit.

Effective September 1, 2025, the City will pay the premiums for the dental and vision plans selected by the employee.

Change in Employee Benefit Plans

The City intends to evaluate the hospital-medical plans currently available to employees to determine if similar or better coverage may be available at lower cost to the City. The City may

substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is comparable to or superior to the present coverage.

Domestic Partners

Pursuant to the California Domestic Partner Rights and Responsibilities Act of 2003, the City shall provide registered domestic partners of Association members with the same health benefits offered to spouses of Association members. Registered domestic partners shall be eligible to enroll in the City's health benefit plan effective January 1, 2005. Employees wishing to enroll a registered domestic partner shall be required to furnish proof of such registration to the satisfaction of the City.

ARTICLE II. LONG TERM DISABILITY

Employees shall be provided with a Long Term Disability Benefit Program as selected, administered, and revised by the City. The City agrees to pay the full premium through the term of this contract.

ARTICLE III. LIFE INSURANCE

The City will provide life insurance in the amount of $100,000 with AD&D coverage, and dependent coverage not to exceed $1,000. Employees will have the option of purchasing additional and supplemental life insurance as provided by the Insurance Policy.

CHAPTER 5. RETIREMENT PLAN

ARTICLE I. PRESENT BENEFITS AND PLAN OPTIONS

The City of Livermore contracted with the California State Employees' Retirement System for an employees retirement plan effective December 1, 1951. The retirement plan is now titled California Public Employees' Retirement System (CALPERS). Said plan was first amended effective November 1, 1959, and subsequently further amended as follows:

AMENDMENT	EFFECTIVE DATE	SUPERSEDED
Three Year Final Compensation	July 1, 1967	June 18, 1990
1959 Survivor Benefits	July 1, 1967	June 18, 1990
2% @ 55 Formula for Local Safety Members	August 1, 1973	February 7, 1983
Credit for Unused Sick Leave	November 22, 1978	
2% @ 50 Full Formula for Local Safety Members	February 7, 1983	February 12, 2011
Third Level 1959 Survivor Benefits	June 18, 1990	February 1, 1998
One Year Final Compensation	June 18, 1990	
EPMC Reported as Special Compensation	December 25, 1995	
Fourth Level 1959 Survivor Benefits	February 1, 1998	
Death Benefit/Remarriage	February 1, 1998	
3% @ 50 full formula for Local Safety Members	February 12, 2001	
Military Service Credit	September 1, 2004	
3%@55 Formula for Local Safety Member with Three Year Final Compensation	December 30, 2012	
2.7%@57 Formula for Local Safety Members with		

Three Years Final Compensation January 1, 2013

Effective December 30, 2012, newly hired classic safety CalPERS members, as defined under the Public Employees' Pension Reform Act (PEPRA), are covered by the 3%@55 retirement formula with the Three Year Final Compensation provision. Such newly hired employees under this second tier will be responsible for the entire 9% employee paid member contribution.

As a result of the passage and enactment of PEPRA effective in January 2013, employees covered under this Memorandum and determined to be new members to CalPERS, shall make retirement contributions consistent with the provisions of PEPRA. Such provisions include a mandatory member retirement contribution of 50% of the total normal cost for the plan with a retirement formula of 2.7%@57 and the highest average annual compensation earned during three (3) consecutive years of CalPERS service.

ARTICLE II. RETIREE HEALTH BENEFIT

Effective April 7, 2003, the following retiree medical program will be implemented.

Eligibility Criteria

The following eligibility criteria will apply to current and future Association employees for the City's Retiree Health Benefit as described herein:

1. The employee must have retired within 120 days of their last day of employment with the City of Livermore, and

2. The employee must have obtained a minimum of fifteen (15) years of service credit working for a CalPERS covered employer which includes a minimum of five (5) years of full-time employment or equivalent with the City of Livermore. The total years of service working for a CalPERS covered employer will be validated by CalPERS and/or the employee's former employers at the time of retirement. For purposes of this subsection, service credit shall not include service purchased pursuant to SB 719.

Industrial Disability Retirement

An employee who retires from the City of Livermore with an industrial disability retirement from CalPERS and who is totally disabled will be eligible for this benefit regardless of his or her length of service.

Reimbursement Amount

The percentage used to calculate the reimbursement amount will be based on the percentage schedule listed below and the following criteria:

For members actively employed as a Police Lieutenant or Police Captain on August 31, 2004; upon their retirement from the City; if they meet all eligibility requirements to receive a retirement health benefit, shall have their reimbursement based on the Kaiser "A" Plan two party rate for retirees and their years of CALPERS service as specified below. The reimbursement shall not be subject to a "cap." This section shall apply to a Lieutenant who may be promoted to Captain who qualifies for this level of benefit.

For a Police Lieutenant or Police Captain promoted into the bargaining unit after September 1, 2004, and who retire on or before June 30, 2025, who satisfies all the eligibility requirements necessary to receive a retirement reimbursement; shall have their retirement reimbursement benefit based on the Kaiser "A" plan two party rate for retirees and their years of CALPERS service as specified below. This reimbursement shall be subject to the "cap." The amount of the retiree's reimbursement shall not exceed the amount the City pays for medical insurance for active employees or the Kaiser "A" two party rate plan.

The retiree health benefit will reimburse the cost of medical insurance; this does not include premium cost for dental, vision or other similar forms of health services.

Years of CalPERS Service	City's Contribution
15	75%
20	85%
25+	100%

The reimbursement amount will be for the actual cost of the monthly premium for medical insurance for the retiree and one dependent. The reimbursement amount shall not exceed the maximum amount that the retiree qualifies for based on the Kaiser plan premiums as specified above and his or her years of service based on the above percentages.

Reimbursement Amount for Employees Retiring On or After July 1, 2025

Qualified bargaining unit members who retire on or after July 1, 2025, shall receive reimbursement amount based on the schedule below. The retiree health benefit will reimburse the costs of medical insurance: this does not include premium costs for dental, vision, or other similar forms of health insurance.

Years of CalPERS Service	City's Contribution
15	$1462.50
20	$1657.50
25+	$1950.00

The reimbursement amount shall be limited to the actual cost of medical insurance for the retiree and eligible dependents and shall not exceed the maximum amount for which the retiree qualifies based on years of service.

Upon the retiree's eligibility for Medicare, the City will reimburse an amount including the cost of Medicare Parts A and B, if the employee is required to obtain such parts to secure medical coverage. The total amount of the reimbursement will not exceed the maximum amount the retiree qualifies for based on the above criteria.

A surviving spouse of a deceased retiree will be eligible to receive reimbursement in an amount equal to 50% of the reimbursement amount in effect at the time of death of the retiree. The surviving spouse must have been married to the retiree at the time of retirement. Eligibility for this benefit will cease upon remarriage or death of the spouse.

Administration
The City Manager will determine what form of evidence and frequency of its submission to the City is necessary for verification of retiree medical insurance coverage. Additionally, the City Manager will be responsible for establishing all procedures and policies necessary for administering the program in an orderly and equitable manner.

Retiree Health Savings Account
Any Police Lieutenant or Police Captain promoted into the bargaining unit who was not eligible for a retirement health benefit, and was receiving a city-paid retirement health saving account (RHS) under the terms of the memorandum of understanding that controlled the terms and conditions of their former employment, shall continue to receive the retirement health savings account upon promotion and shall not be eligible for a retirement health insurance reimbursement.

Effective November 1, 2012, any Police Lieutenant or Police Captain hired as a new employee (not currently employed with the City) shall not be eligible for the retiree health benefit as described above in Article II. An employee hired on or after November 1, 2012, shall receive a retirement health savings account (RHSA) with a City contribution equal to five percent (5%) of the employee's base salary.

Effective as soon as administratively possible after ratification of the MOU, all bargaining unit members will be required to contribute two percent (2%) of base salary to a RHSA account.

CHAPTER 6. GRIEVANCES, DISCIPLINE AND APPEALS

ARTICLE I. GRIEVANCE PROCEDURE

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, those provisions of this Memorandum of Understanding which specifically provide that the decision of any City official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Prior to filing a formal grievance, an employee who has a complaint shall discuss the complaint with his/her Division Commander. The employee must present the complaint within ten (10) working days of the date the employee became aware of the action causing the complaint. If the employee is not satisfied with the response of his/her Division Commander, he/she may, either individually or by instructing the representative of the Association, file a written grievance with the Chief of Police stating the particulars of the grievance and, if possible, the nature of the determination desired. The grievance must be filed within five (5) working days after the Division Commander's response. The Chief of Police shall immediately forward a copy of the grievance to the Administrative Services Director.

Within ten (10) working days after receipt of the written grievance, the Chief of Police shall give a written response to the grievant with a copy to the Administrative Services Director. The response shall identify the issues and determine a resolution to the grievance.

If an employee is not satisfied with the decision of the Chief of Police, he/she may, either individually or by instructing the representative of the Association, appeal to the City Manager by filing a written appeal with the City Manager within five (5) days after receipt of the Chief of Police's determination. Such appeal should state the particulars of the grievance, and if possible, the determination desired. The grievance shall be investigated by the City Manager, or at his/her election, the Administrative Services Director, and a meeting shall be held between the City Manager and the grievant. The City Manager shall consider the grievance and related recommendations, and render a decision within fifteen (15) working days. If the grievant is dissatisfied with the decision of the City Manager, he/she may file a written appeal with the Administrative Services Director to the City Council.

Upon receipt of a complaint, the City Council shall make such investigations as they may deem necessary. A hearing shall be held within thirty (30) days after the request for the hearing. Whenever a hearing of any complaint is to be held, the Administrative Services Director shall notify the employee requesting the hearing, the Chief of Police or Division Commander or other officer from whose action the appeal is being taken, of the date, time and place of the hearing.

Unless incapacitated, the person making the complaint shall appear personally before the City Council at the hearing, and he/she may be represented by a Association representative.

Upon conclusion of any investigation or hearing, the City Council shall cause its findings and recommendations are to be prepared in writing and to certify the same. Such findings, shall be countersigned and filed as permanent records by the City Manager or the Administrative Services Director.

If, due to the absence from the City, or the illness or disability of a majority of the City Council, any employee would be deprived of the right to a hearing by the City Council in the event he/she were demoted, reduced, or discharged, the appointing authority shall defer action until the City Council is able to function unless the case is an emergency, in which event the appointing authority may suspend the employee until the City Council is able to function.

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the City Manager. Only complaints which allege that employees are not being compensated in accordance with the provisions of the Memorandum of Understanding and Personnel Rules and Regulations shall be considered as grievances. Any other matter of compensation is to be resolved in the meeting and conferring process and, if not detailed in the Memorandum of Understanding which results from such meeting and conferring process, shall be deemed withdrawn until the next meeting and conferring process. No adjustment shall be retroactive for more than sixty (60) days from the date the complaint was filed.

ARTICLE II. DISCIPLINARY PROCEDURE

Discipline

The Police Chief, for cause, may suspend, reduce the pay, demote or impose any other discipline on an employee except dismissal. The Police Chief, for cause, may dismiss an employee with the prior approval of the City Manager. Employees absent without leave who fail to return to duty

within twenty-four (24) hours after notice to return shall be discharged. Such discharged employee shall be entitled to a "due process" meeting provided such meeting is requested within seven (7) calendar days after receipt of the dismissal notice.

Process

Prior to the imposition of discipline which would result in loss of pay or position, a written notice of the intent to discipline must be given to the employee. Such notice shall inform the employee of:

1. The proposed disciplinary action.
2. The specific grounds and/or particular facts upon which the action is based.
3. The right to review the written materials upon which the proposed action is based.
4. The right to present written response to the charges to the Chief of Police or to request a meeting with the Chief of Police or designated representative to present any relevant information which they feel should be heard before discipline is imposed. Written responses or the request to meet with the Chief must be submitted within five (5) working days of receipt of the notice of proposed discipline.

In all cases, the Chief of Police may impose a disciplinary action resulting in salary reduction pursuant to Section 13.01 of the City of Livermore Personnel Rules and Regulations before completing the due process procedure if he/she deems the employee's presence at the job site creates a danger to any employee or person.

After considering such information as may be presented under due process, the Chief of Police shall prepare the notice of discipline and provide it to the employee. The notice shall include:

1. Findings concerning each allegation or violation charged.
2. The disciplinary action and date it is to be effective.
3. The employee's appeal rights.

Appeal

No appeal involving loss of pay or position or any other disciplinary action will be entertained unless it is filed in writing with the City Manager within five (5) working days of the date the affected employee was notified of such action. A copy of the appeal shall also be filed with the Chief of Police. Verbal or written warnings or reprimands are not subject to appeal.

City Manager Appeal Authority. This section applies to all disciplinary actions eligible for appeal, except as provided for in the section "City Manager and Option to Use an Arbitrator."

If an employee is not satisfied with the decision of the Chief of Police, he/she, may either individually or by instructing the representative of the Association, appeal to the City Manager by filing a written appeal with the City Manager within five (5) days after receipt of the Police Chief's determination. Such appeal should state the particulars of the grievance, and if possible, the determination desired. The grievance shall be investigated by the City Manager, or at his/her election, the Administrative Services Director, and a meeting shall be held between the City Manager and the grievant. The City Manager shall consider the grievance and related recommendations, and render a decision within fifteen (15) working days; such decisions shall be final.

City Manager and Option to Use an Arbitrator: This section applies to the following types of disciplinary action: a suspension without pay of over 80 hours or a reduction in pay equivalent to or more than two pay periods for violating safety rules of major significance pursuant to the Section 13.01 of the City of Livermore's Personnel Rules and Regulations, and termination of employment for disciplinary reasons.

If an employee is not satisfied with the decision of the Chief of Police regarding a decision covered by this section, he/she may either individually or by instructing the representative of the Association, appeal to the City Manager by filing a written appeal with the City Manager within five (5) days after receipt of the Chief of Police's determination. In addition, the employee or the City may request that the appeal hearing be conducted by an Arbitrator. When either or both request the use of the Arbitrator, it will be the responsibility of the Arbitrator to conduct the hearing and create the record of the hearing which record will include a non-binding opinion by the Arbitrator. The purpose of the Arbitrator's opinion is to provide additional information which may be considered by the City Manger in reaching the final decision. The City Manager may decide to be present at the hearing or may make a final decision based on the record created by the Arbitrator. A final decision will be rendered by the City Manager. The purpose of the record created by the Arbitrator will be for the use of the Superior Court if a lawsuit or appeal is filed against the City Manager's decision.

The costs of an Arbitrator and all incidental hearing costs (such as court recorder fees, transcription fees, etc.) shall be shared equally between the City and Association.

The process for selection of an arbitrator shall be as follows:

The names of seven (7) arbitrators shall be obtained from the California State Mediation and Conciliation Service. The parties shall strike one (1) name from the panel list. The other party shall strike one (1) name alternately until only one (1) name remains, who shall serve as the arbitrator. Notwithstanding the foregoing, nothing shall prevent the parties from mutually agreeing to request the services of a given arbitrator to hear the dispute. The City and the Association agree to divide equally the cost of the arbitrator and the court reporter; each party bears their own legal representation costs.

The arbitrator shall issue a written decision within thirty (30) calendar days of the close of the hearing, or issue a bench decision if mutually agreed to and requested by both parties to this Agreement.

ARTICLE III. DEFINITION OF WORKING DAYS

As used in this chapter, the number of working days specified as a maximum number of days within which an action must be taken, the number of working days shall be measured based on: (1) the regular working schedule of the individual responsible for initiating the discussion, complaint, grievance or appeal; or (2) the regular working schedule of the individual responsible for responding to any of the above.

CHAPTER 7. ASSOCIATION ISSUES

ARTICLE I. DUES

Dues Deduction

Payroll deductions for membership dues shall be granted by the City Manager only to the Association.

The following procedures shall be observed in the withholding of employee earnings:

A. Payroll deductions shall be for a specific amount and uniform as between employee members of the Association and not include fines, fees and/or assessments. Dues deduction shall be made only upon the employee's written authorization on a payroll deduction form provided by the City of Livermore.

B. Authorization, cancellation or modification of payroll deduction shall be made upon forms provided or approved by the City Manager. The voluntary payroll deduction authorization shall remain in effect until employment with the City is terminated or until canceled or modified by the employee by written notice to the City Manager. Employees may authorize dues deductions only for the Association certified as the recognized representative of the Association to which such employees are assigned.

C. Amounts deducted and withheld by the City shall be transmitted to the officer designated in writing by the Association as the person authorized to receive such funds at the address specified.

D. The employee's earnings must be sufficient, after all other required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings, nor will the employee deposit the amount with the City which would have been withheld if the employee had been in pay status during that period. In the case of an employee who is in a non-pay status during a part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other required deductions have priority over the Association dues deduction.

E. The Association shall file with the City Manager an indemnity statement wherein the Association shall indemnify, defend and hold the City harmless against any claim made and against any suit initiated against the City on account of checkoff of Association dues or premiums for benefits. In addition, the Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence.

ARTICLE II. ASSOCIATION REPRESENTATIVES

City employees who are official representatives of the Association shall be given reasonable time off with pay to attend meetings with the management representatives, or to be present at hearings where matters within the scope of representation or grievances are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of City services as determined by the City. Preparations for negotiations shall not occur on City time. Such employee representatives shall submit a written request for excused absence to their respective department heads, with an information copy to the City Manager, at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused for such purposes shall not exceed two (2). Supervising employees shall not represent non-supervising employees with respect to disciplinary matters in the grievance procedure.

ARTICLE III. ACCESS TO WORK LOCATIONS

Reasonable access to employee work locations shall be granted officers of the Association and their officially designated representatives, for the purpose of processing grievances or contacting members of the Association concerning business within the scope of representation. Such officers or representatives shall not enter any work location without the consent of the Chief of Police. Access shall be restricted so as not to interfere with the normal operation of the department or with established safety or security requirements.

Solicitation of membership and activities concerned with the internal management of the Association, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours, unless approved in advance by the City Manager or designee.

ARTICLE IV. CITY FACILITIES

City employees or the Association or their representatives may, with the prior approval of the City Manager or designee, be granted the use of City facilities during non-work hours for meetings of City employees provided space is available. All such requests shall be in writing and shall state the purpose or purposes of the meeting. The City reserves the right to assess reasonable charges for the use of such facilities.

The use of City equipment other than items normally used in the conduct of business meetings, such as desk, chairs, ashtrays and blackboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

ARTICLE V. BULLETIN BOARDS

The Association may use portions of City bulletin boards under the following conditions:

A. All matters must receive the approval of the Chief of Police or his designated representative.

B. All materials must be dated and must identify the Association that published them.

C. The actual posting of materials will be done by the City as soon as possible after they have been approved. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date. Materials which the Chief of Police considers objectionable will not be posted. In instances where the Chief of Police denies approval, the Association may appeal such denial to the Administrative Services Director.

D. The City reserves the right to determine where bulletin boards shall be placed and what portion of them are to be allocated to Association's materials.

E. If the Association does not abide by these rules, it will forfeit its right to have materials posted on City bulletin boards.

ARTICLE VI. ADVANCE NOTICE

Except in cases of emergency, reasonable advance written notice shall be given the Association of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the City Council, by any board or commission of the City, or by any department, and each shall be given the opportunity to meet with such body prior to adoption. In cases of emergency when the City Council determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Association, the City shall provide such notice and opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.

ARTICLE VII. NO DISCRIMINATION

There shall be no discrimination based on race, creed, color, national origin, sex or legitimate Association activities against any employee or applicant for employment by the Association or by the City or by anyone employed by the City; and to the extent prohibited by applicable state and federal law, there shall be no discrimination because of age. There shall be no discrimination against any handicapped person solely because of such handicap unless that handicap prevents the person from meeting the minimum standards established.

CHAPTER 8. MISCELLANEOUS

ARTICLE I. WORK SCHEDULES

Effective December 6, 1999 it is the intent of the Department, based on current circumstances to present team effort scheduling.

ARTICLE II. PROBATION

All original and promotional appointments shall be subject to a probationary period. The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to his position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

The probationary period for Police Lieutenants and Police Captains shall be a period of not less than twelve (12) months with retreat rights.

During the probationary period, an employee may be rejected at any time by the Chief of Police or division head after approval of the appointing authority without cause and without the right of appeal. Notification of rejection, in writing, shall be served on the probationer with a copy to be filed with the City Manager or Administrative Services Director.

Prior to the completion of the probationary period, the Chief of Police or his designated representative shall file with the City Manager or Administrative Services Director a notification in writing stating that the services of such employees shall be retained or rejected. Thereafter and prior to the completion of the probationary period, the City Manager or Administrative Services Director shall provide such notification to the affected employee.

Any employee rejected during the probationary period following a promotional appointment, shall be reinstated to a position in the same class from which he/she was promoted unless he/she is discharged for cause.

ARTICLE III. LAYOFF PROCEDURES

The City Manager, subject to the approval of the City Council and after consultation with the Chief of Police, may layoff an employee because of material changes in duties or organization, shortage of work or funds. Thirty (30) days before the effective date of the layoff, the appointing authority shall notify the City Council of the intended actions and the reasons therefore.

In the event of a layoff, the employee in the classification in which the City is reducing the work force who has the least length of service in that classification, may displace the least senior employee in the next lower paying classification within the job family or previously held classification, provided such displaced employee has less service in that classification. If there is no lower paying classification, the least senior employee(s) shall be laid off.

Reassignment or displacement of employees within a classification or in the next lower paying classification in the job family shall occur only when the employee is capable by virtue of prior training and experience to perform the work required. The City Manager, upon recommendation of the Administrative Services Director and the Chief of Police, shall make the determination as to the employee's capability to perform the work.

The City Manager, after consultation with the Chief of Police, may authorize the retention of an employee despite that employee's position on a seniority list, if the employee is determined to have special skills which are required for effective operation of a critical municipal service.

Employees other than regular, full-time employees shall be laid off first, except that the seniority of employees in "regular part-time" positions shall be calculated on a pro-rata basis. Therefore, such employees may be eligible for retention of present or other "regular part-time" or job sharing positions. Full-time employees who have elected job sharing or reduced work hours in positions.

ARTICLE IV. RE-EMPLOYMENT

Laid-off employees who received an overall rating of satisfactory or better on their last evaluation shall be placed on a re-employment eligibility list, in order of seniority, for a period of one (1) year. Such lists shall take precedence over all other employment eligibility lists except promotional re-employment lists.

Displaced employees shall be placed on a promotional re-employment list in order of seniority for a period of two (2) years. Promotional re-employment lists shall take precedence over regular promotional lists.

Refusal to respond or accept a re-employment offer shall result in removal from the appropriate re-employment or promotional re-employment eligibility lists.

Employees on re-employment lists shall not have the right to displace working employees.

Former employees appointed from re-employment eligibility lists shall have the following benefits restored: (1) prior unused sick leave accrual, (2) seniority at the time of layoff for purposes of determining merit increases, vacation accrual, and future reductions in force, (3) re-employment employees shall be compensated within the salary range authorized for the classification and at the step (if steps are utilized) the employee had earned in prior employment. If the employee returns to a lower paying classification than the classification from which he/she was laid off, the compensation shall be set at the step in the lower paying classification which is closest in pay to, but not above the dollar level, of the most recent step achieved by the affected employee in the higher paying classification, (4) employees who are re-employed in classifications for which they have completed a probationary period shall not be required to serve a new probationary period, and (5) employees in a layoff status shall not continue to accrue seniority or benefits.

Vacation which has been accrued as specified in Chapter 3, Article II may be taken prior to the effective date of the layoff, or left on the books to be available upon re-employment for up to one (1) year, if the employee has not been re-employed, he/she will be paid the accrued vacation in cash.

The City of Livermore may require that employees being re-employed successfully pass a medical examination administered by the City's physician.

Employees may elect to take a leave of absence as described in Chapter 3, Article IV of this Memorandum of Understanding in lieu of being laid off or displaced. Employees who elect to take a leave of absence in lieu of being laid off shall, upon conclusion of such leave of absence, be placed on appropriate re-employment lists based upon their seniority. Authorization of a leave of absence does not extend the term of the re-employment list.

Executed this _____ day of _____, 2025 by the Employee-Employer representatives whose signatures appear below for their respective organizations.

Employee Representative

By _____
Jason Boberg, Police Captain

By _____
Joe Draghi, Police Lieutenant

Employer Representative

By _____
Marianna Burch, City Manager

By _____
Tina Olson, Admin. Services Dir.

By _____
Kristen Hilton, HR Manager

By _____
Kaylin Larson, HR Analyst II

By _____
Amanda Sabolish, HR Analyst I

EXHIBIT A

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE

Appendix A

$16,350 - $25,350/month

Effective July 14, 2025

Class Code	Classification	Salary Range		
3000	Police Captain	$20,276.58	-	$25,345.73
3010	Police Lieutenant	$16,350.16	-	$20,437.70

LIVERMORE
CALIFORNIA

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

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving the City of Livermore Salary Plan as of July 14, 2025, in accordance with California Code of Regulations, Title 2, Section 570.5.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving the City of Livermore Salary Plan as of July 14, 2025, in accordance with California Code of Regulations, Title 2, Section 570.5.

SUMMARY

Staff recommends the following changes to the Salary Plan:

1. Incorporate wage related adjustments associated with the approval of the Livermore Police Management Association Memorandum of Understanding (MOU);
2. Incorporate wage related adjustments associated with the approval of the Livermore Management Group Memorandum of Understanding;
3. Incorporate Police Chief salary increase of 10% effective July 14, 2025;
4. Incorporate wage related adjustments for Management Confidential and Confidential salary schedules;
5. Incorporate wage related adjustments based on a recent compensation study and review of internal alignment;
6. Retitle Public Works Supervisor (Airport) to new classification of Assistant Airport Manager (Class Code 2006); and
7. Delete the classifications of Water Resources Communications Representative (Class Code 2235) and Youth and Family Services Manager – Programs (Class Code 2245).

While the PMA and LMG MOUs are effective July 1, 2025, the wage and benefit increases are effective July 14, 2025, which is the first full pay period after July 1, 2025.

DISCUSSION

1. The adoption of the resolution also on the June 14, 2025 City Council agenda authorizing the execution of the Memorandum of Understanding between the City of Livermore and the Livermore

Police Management Association requires salary schedule modifications to reflect wage increases in Livermore Police Management Association Salary Schedule effective July 14, 2025.

2. The adoption of the resolution also on the June 14, 2025 City Council agenda authorizing the execution of the Memorandum of Understanding between the City of Livermore and the Livermore Management Group requires salary schedule modifications to reflect wage increases in the Livermore Management Group Salary Schedule effective July 14, 2025.
3. The Police Chief's salary will increase by 10% effective July 14, 2025.
4. The Management Confidential and Confidential classifications mirror the Livermore Management Group in salary increases. The salary schedules for these two groups need to be modified to reflect the same wage increases as the Livermore Management Group effective July 14, 2025.
5. The City recently completed a compensation study and an internal alignment review. As a result, twelve classifications' salaries in the Livermore Management Group need to be adjusted, as reflected in the attached resolution.
6. The Public Works Supervisor (Airport) was retitled to the new classification Assistant Airport Manager (Class Code 2006) to reflect the Airport's change from the Public Works Department to the Innovation and Economic Development Department.
7. The classifications of Water Resources Communications Representative (Class Code 2235) and Youth and Family Services Manager – Programs (Class Code 2245) positions, respectively, have been inactive for an extended period of time, with duties absorbed by other positions. Removing these classifications maintains an accurate and streamlined salary plan.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact of the changes to the salary schedules for the Livermore Police Management Association and the Livermore Management Group are outlined in their respective staff reports.

The fiscal impact of the changes to the Police Chief's salary and to the salary schedules for Management Confidential and Confidential totals approximately $315,800 entity-wide for FY 2025-26. Council's approval of these changes includes the appropriation of funds from the General Fund as follows:

FY2025-26	FY2026-27
$315,800	$538,965

The fiscal impact of the salary revisions for the twelve Livermore Management Group classifications identified through the compensation study and internal alignment review will be absorbed into the existing budget.

COMMUNITY PILLAR

5: A City That Works

GOAL

8: Attract, develop, engage, and retain a diverse and highly skilled workforce across the organization.

ATTACHMENTS

1. Resolution

2. Exhibit A - Salary Plan effective July 2025

Prepared by: Amanda Sabolish
Human Resource Analyst I

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AMENDING THE CITY OF LIVERMORE SALARY PLAN DATED JULY 2025, IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5

The proposed City of Livermore Salary Plan, attached hereto as Exhibit A, is intended to incorporate the following changes:

- Wage related adjustments associated with the approval of the Livermore Management Group Memorandum of Understanding
- Wage related adjustments associated with the approval of the Livermore Police Management Association Memorandum of Understanding
- Police Chief salary increase of 10% effective July 14, 2025
- Management Confidential and Confidential salary plan increase of 6% effective July 14, 2025
- Retitle Public Works Supervisor (Airport) to new classification of Assistant Airport Manager (Class Code 2006)
- Delete the following classifications:
    - Water Resources Communications Representative (Class Code 2235)
    - Youth and Family Services Manager – Programs (Class Code 2245)

Based on a recent compensation study and review of internal alignment, the salary ranges for the following classifications in the Livermore Management Group shall be adjusted:

- Airport Manager (Class Code 2005) $13,652.80 - $17,066.00
- Assistant Airport Manager (Class Code 2006) $10,637.34 - $13,296.68
- Assistant Library Director (Class Code 2040) $12,681.30 - $15,851.63
- Economic Development Manager (Class Code 2085) $12,059.41 - $15,074.26
- Housing & Human Services Mgr (Class Code 2095) $13,652.80 - $17,066.00
- Information Technology Manager (Class Code 2115) $13,652.80 - $17,066.00
- Police Business Services Manager (Class Code 2150) $11,049.87 - $13,812.34
- Police Support Services Manager (Class Code 2165) $12,681.30 - $15,851.63
- Principal Planner (Class Code 2170) $12,681.30 - $15,851.63
- Public Works Supervisor (Class Code 2180) $10,637.34 - $13,296.68
- Supervising Librarian (Class Code 2205) $9,155.01 - $11,443.76
- Water Resources Operations Mgr (Class Code 2225) $12,059.41 - $15,074.26

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

1. In accordance with California Code of Regulations, Title 2, Section 570.5, it hereby approves the amended Salary Plan dated May 2025, attached hereto as Exhibit A.

2. Funds are appropriated from the General Fund in the amount of $315,800 for FY2025-26 and $538,965 for FY2026-27, as shown in the table below:

FY 25-26	**FY 26-27**
$315,800	$538,965

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Salary Plan dated July 2025

LIVERMORE
CALIFORNIA

Salary Plan

July 2025

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4001	ACCOUNT CLERK	68,953.04	72,252.74	75,707.19	79,334.37	83,142.92
		5,746.09	6,021.06	6,308.93	6,611.20	6,928.58
		1,326.02	1,389.48	1,455.91	1,525.66	1,598.90
		33.1505	34.7369	36.3977	38.1415	39.9726
4000	ACCOUNT CLERK, JUNIOR	62,584.39	65,555.44	68,675.03	71,950.60	75,389.94
		5,215.37	5,462.95	5,722.92	5,995.88	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.0887	31.5170	33.0168	34.5916	36.2452
4002	ACCOUNT CLERK, SENIOR	74,928.22	78,516.44	82,284.08	86,240.11	90,393.94
		6,244.02	6,543.04	6,857.01	7,186.68	7,532.83
		1,440.93	1,509.93	1,582.39	1,658.46	1,738.35
		36.0232	37.7483	39.5597	41.4616	43.4586
4020	ACCOUNTANT, JUNIOR	89,325.06	93,672.37	98,237.06	103,029.98	108,062.56
		7,443.76	7,806.03	8,186.42	8,585.83	9,005.21
		1,717.79	1,801.39	1,889.17	1,981.35	2,078.13
		42.9447	45.0348	47.2294	49.5336	51.9532
4010	ACCOUNTING TECHNICIAN	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.2268	40.0621	41.9892	44.0126	46.1372
4030	ADMINISTRATIVE ASSISTANT	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.0268	41.9521	43.9736	46.0963	48.3250
4052	ADMINISTRATIVE CLERK I	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.0887	31.5171	33.0169	34.5917	36.2452
4051	ADMINISTRATIVE CLERK II	67,020.56	70,213.40	73,565.88	77,086.02	80,782.13
		5,585.05	5,851.12	6,130.49	6,423.84	6,731.84
		1,288.86	1,350.26	1,414.73	1,482.42	1,553.50
		32.2214	33.7564	35.3682	37.0606	38.8376
4040	ADMINISTRATIVE TECHNICIAN	83,255.69	87,260.30	91,465.13	95,880.22	100,516.05
		6,937.97	7,271.69	7,622.09	7,990.02	8,376.34
		1,601.07	1,678.08	1,758.94	1,843.85	1,933.00
		40.0268	41.9521	43.9736	46.0963	48.3250
5000	AIRPORT SERVICE ATTENDANT	72,950.62	76,439.99	80,103.81	83,950.82	87,990.18
		6,079.22	6,370.00	6,675.32	6,995.90	7,332.52
		1,402.90	1,470.00	1,540.46	1,614.44	1,692.12
		35.0724	36.7500	38.5115	40.3610	42.3030
5001	AIRPORT SERVICE ATTENDANT SENIOR	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4060	ANIMAL CONTROL OFFICER	82,607.70	86,579.91	90,750.72	95,130.07	99,728.39
		6,883.98	7,214.99	7,562.56	7,927.51	8,310.70
		1,588.61	1,665.00	1,745.21	1,829.42	1,917.85
		39.7152	41.6250	43.6302	45.7356	47.9463
5010	ASSET MANAGEMENT SPECIALIST	110,974.89	116,365.47	122,025.56	127,968.67	134,208.91
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4130	BUILDING INSPECTOR I	97,695.17	102,421.76	107,384.66	112,595.72	118,067.32
		8,141.26	8,535.15	8,948.72	9,382.98	9,838.94
		1,878.75	1,969.65	2,065.09	2,165.30	2,270.53
		46.9688	49.2412	51.6272	54.1326	56.7631
4131	BUILDING INSPECTOR II	104,915.81	110,003.43	115,345.42	120,954.51	126,844.05
		8,742.98	9,166.95	9,612.12	10,079.54	10,570.34
		2,017.61	2,115.45	2,218.18	2,326.05	2,439.31
		50.4403	52.8863	55.4545	58.1512	60.9827
4132	BUILDING INSPECTOR III	107,961.41	113,201.30	118,703.18	124,480.15	130,545.98
		8,996.78	9,433.44	9,891.93	10,373.35	10,878.83
		2,076.18	2,176.95	2,282.75	2,393.85	2,510.50
		51.9045	54.4237	57.0688	59.8462	62.7625
4133	BUILDING INSPECTOR, SENIOR	113,201.30	118,703.18	124,480.15	130,545.98	136,915.11
		9,433.44	9,891.93	10,373.35	10,878.83	11,409.59
		2,176.95	2,282.75	2,393.85	2,510.50	2,632.98
		54.4237	57.0688	59.8462	62.7625	65.8246
4093	CIVIL ENGINEER, ASSISTANT	116,342.66	122,001.62	127,943.50	134,182.51	140,733.47
		9,695.22	10,166.80	10,661.96	11,181.88	11,727.79
		2,237.36	2,346.19	2,460.45	2,580.43	2,706.41
		55.9340	58.6546	61.5113	64.5108	67.6603
4100	CIVIL ENGINEER, ASSOCIATE	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
		10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.5377	63.4885	66.5869	69.8402	73.2562
4091	CIVIL ENGINEER, JUNIOR	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.2496	51.6361	54.1418	56.7729	59.5355
4140	COMMUNITY SERVICE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.1144	36.7941	38.5578	40.4096	42.3541
4141	COMMUNITY SERVICE SPECIALIST II	76,209.50	79,980.13	83,939.31	88,096.43	92,461.41
		6,350.79	6,665.01	6,994.94	7,341.37	7,705.12
		1,465.57	1,538.08	1,614.22	1,694.16	1,778.10
		36.6392	38.4520	40.3554	42.3541	44.4526

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4150	CRIME & INTELLIGENCE ANALYST*	98,936.11	103,882.91	109,077.06	114,530.91	120,257.46
		8,244.68	8,656.91	9,089.75	9,544.24	10,021.45
		1,902.62	1,997.75	2,097.64	2,202.52	2,312.64
		47.5654	49.9437	52.4409	55.0629	57.8161
4152	CRIME & INTELLIGENCE ANALYST, SUPERVISING	118,469.16	124,392.61	130,612.24	137,142.86	144,000.00
		9,872.43	10,366.05	10,884.35	11,428.57	12,000.00
		2,278.25	2,392.17	2,511.77	2,637.36	2,769.23
		56.9563	59.8041	62.7944	65.9341	69.2308
4160	CRIME PREVENTION SPECIALIST	78,744.53	82,523.58	86,491.57	90,657.97	95,032.69
		6,562.04	6,876.97	7,207.63	7,554.83	7,919.39
		1,514.32	1,586.99	1,663.30	1,743.42	1,827.55
		37.8580	39.6748	41.5825	43.5856	45.6888
4170	CRISIS INTERVENTION SPECIALIST	100,608.08	105,558.99	110,757.46	116,215.85	121,947.16
		8,384.01	8,796.58	9,229.79	9,684.65	10,162.26
		1,934.77	2,029.98	2,129.95	2,234.92	2,345.14
		48.3693	50.7495	53.2488	55.8730	58.6284
4050	DIVISION CLERK	70,575.34	73,945.94	77,485.06	81,201.13	85,103.02
		5,881.28	6,162.16	6,457.09	6,766.76	7,091.92
		1,357.22	1,422.04	1,490.10	1,561.56	1,636.60
		33.9305	35.5509	37.2524	39.0390	40.9149
4180	ECONOMIC DEVELOPMENT SPECIALIST	91,264.84	95,669.92	100,295.25	105,151.83	110,251.23
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.8773	45.9952	48.2189	50.5538	53.0054
5090	ELECTRICIAN*	102,285.02	107,399.27	112,769.23	118,407.69	124,328.07
		8,523.75	8,949.94	9,397.44	9,867.31	10,360.67
		1,967.02	2,065.37	2,168.64	2,277.07	2,390.92
		49.1755	51.6343	54.2160	56.9268	59.7731
4092	ENGINEER, ASSISTANT	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4090	ENGINEER, JUNIOR	97,711.83	102,439.27	107,403.04	112,615.01	118,087.59
		8,142.65	8,536.61	8,950.25	9,384.58	9,840.63
		1,879.07	1,969.99	2,065.44	2,165.67	2,270.92
		46.9768	49.2497	51.6361	54.1418	56.7729
4080	ENGINEERING SPECIALIST	110,974.88	116,365.46	122,025.55	127,968.66	134,208.90
		9,247.91	9,697.12	10,168.80	10,664.06	11,184.08
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
4070	ENGINEERING TECHNICIAN, ASSIST	95,602.88	100,224.84	105,077.91	110,173.63	115,524.14
		7,966.91	8,352.07	8,756.49	9,181.14	9,627.01
		1,838.52	1,927.40	2,020.73	2,118.72	2,221.62
		45.9629	48.1850	50.5182	52.9681	55.5405

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4071	ENGINEERING	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
	TECHNICIAN, ASSOC	8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.2496	51.6361	54.1418	56.7729	59.5355
4072	ENGINEERING	106,376.57	111,537.23	116,955.91	122,645.53	128,619.63
	TECHNICIAN, SENIOR	8,864.71	9,294.77	9,746.33	10,220.46	10,718.30
		2,045.70	2,144.95	2,249.15	2,358.57	2,473.45
		51.1426	53.6237	56.2288	58.9642	61.8364
5030	FACILITIES MAINTENANCE	62,249.61	65,203.90	68,305.93	71,563.04	74,983.02
	TRAINEE	5,187.47	5,433.66	5,692.16	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3480	32.8394	34.4053	36.0495
5031	FACILITIES MAINTENANCE	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
	WORKER I	5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.4498	35.0462	36.7225	38.4826	40.3306
5032	FACILITIES MAINTENANCE	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
	WORKER II	6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.8325	37.5481	39.3495	41.2409	43.2269
5033	FACILITIES MAINTENANCE	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
	WORKER, SENIOR	6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648
5034	FACILITIES MAINTENANCE	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
	WORKER, SUPERVISING	7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.2371	44.2729	46.4105	48.6549	51.0116
4190	FAMILY THERAPIST	96,171.95	100,822.38	105,705.32	110,832.40	116,215.85
		8,014.33	8,401.87	8,808.78	9,236.03	9,684.65
		1,849.46	1,938.89	2,032.79	2,131.39	2,234.92
		46.2365	48.4723	50.8199	53.2848	55.8730
5040	FLEET SERVICES WORKER	62,249.65	65,203.96	68,305.98	71,563.09	74,983.07
		5,187.47	5,433.66	5,692.17	5,963.59	6,248.59
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3481	32.8394	34.4053	36.0496
4200	GIS SPECIALIST	110,974.88	116,365.44	122,025.54	127,968.65	134,208.89
		9,247.91	9,697.12	10,168.80	10,664.05	11,184.07
		2,134.13	2,237.80	2,346.65	2,460.94	2,580.94
		53.3533	55.9449	58.6661	61.5234	64.5235
5050	GROUNDSKEEPER	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
	TRAINEE	5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.9277	31.3480	32.8394	34.4053	36.0495

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5051	GROUNDSKEEPER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.4498	35.0462	36.7225	38.4826	40.3306
5052	GROUNDSKEEPER II	74,531.69	78,100.11	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.8325	37.5481	39.3495	41.2409	43.2269
5053	GROUNDSKEEPER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.5914	39.3949	41.2886	43.2770	45.3648
5055	GROUNDSKEEPER, SUPERVISING	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
		7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.2371	44.2729	46.4105	48.6549	51.0116
4210	INFORMATION TECHNOLOGY TECHNICIAN	83,064.65	87,098.95	91,334.97	95,782.79	100,452.99
		6,922.05	7,258.25	7,611.25	7,981.90	8,371.08
		1,597.40	1,674.98	1,756.44	1,841.98	1,931.79
		39.9349	41.8745	43.9110	46.0494	48.2947
4211	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR	91,066.74	95,501.14	100,157.26	105,046.20	110,179.57
		7,588.90	7,958.43	8,346.44	8,753.85	9,181.63
		1,751.28	1,836.56	1,926.10	2,020.12	2,118.84
		43.7821	45.9140	48.1525	50.5030	52.9710
5054	LANDSCAPE MAINTENANCE SPECIALIST	83,532.03	87,550.44	91,769.78	96,200.09	100,851.92
		6,961.00	7,295.87	7,647.48	8,016.67	8,404.33
		1,606.39	1,683.66	1,764.80	1,850.00	1,939.46
		40.1596	42.0916	44.1201	46.2500	48.4865
4230	LIBRARIAN I	75,348.04	78,957.27	82,746.95	86,726.12	90,904.24
		6,279.00	6,579.77	6,895.58	7,227.18	7,575.35
		1,449.00	1,518.41	1,591.29	1,667.81	1,748.16
		36.2250	37.9602	39.7822	41.6953	43.7040
4231	LIBRARIAN II	83,415.29	87,427.88	91,641.09	96,064.96	100,710.03
		6,951.27	7,285.66	7,636.76	8,005.41	8,392.50
		1,604.14	1,681.31	1,762.33	1,847.40	1,936.73
		40.1035	42.0326	44.0582	46.1851	48.4183
4221	LIBRARY ASSISTANT	71,002.14	74,394.06	77,955.59	81,695.19	85,621.79
		5,916.85	6,199.51	6,496.30	6,807.93	7,135.15
		1,365.43	1,430.66	1,499.15	1,571.06	1,646.57
		34.1356	35.7664	37.4787	39.2765	41.1643
4222	LIBRARY ASSISTANT, SUPERVISING	79,511.76	83,329.18	87,337.46	91,546.15	95,965.29
		6,625.98	6,944.10	7,278.12	7,628.85	7,997.11
		1,529.07	1,602.48	1,679.57	1,760.50	1,845.49
		38.2268	40.0621	41.9892	44.0126	46.1372

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4220	LIBRARY CLERK	62,584.43	65,555.48	68,675.08	71,950.64	75,389.99
		5,215.37	5,462.96	5,722.92	5,995.89	6,282.50
		1,203.55	1,260.68	1,320.67	1,383.67	1,449.81
		30.08867	31.51706	33.01687	34.59165	36.24519
5060	MAINTENANCE TRAINEE	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
		5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5061	MAINTENANCE WORKER I	69,575.53	72,896.12	76,382.74	80,043.70	83,887.71
		5,797.96	6,074.68	6,365.23	6,670.31	6,990.64
		1,337.99	1,401.85	1,468.90	1,539.30	1,613.23
		33.44977	35.04621	36.72247	38.48255	40.33063
5062	MAINTENANCE WORKER II	74,531.69	78,100.10	81,846.93	85,781.11	89,911.98
		6,210.97	6,508.34	6,820.58	7,148.43	7,492.67
		1,433.30	1,501.93	1,573.98	1,649.64	1,729.08
		35.83254	37.54813	39.34949	41.24092	43.22691
5063	MAINTENANCE WORKER III	78,190.12	81,941.45	85,880.34	90,016.19	94,358.83
		6,515.84	6,828.45	7,156.70	7,501.35	7,863.24
		1,503.66	1,575.80	1,651.55	1,731.08	1,814.59
		37.59140	39.39493	41.28863	43.27701	45.36482
5070	MECHANIC*	89,865.38	94,358.65	99,076.58	104,030.41	109,231.93
		7,488.78	7,863.22	8,256.38	8,669.20	9,102.66
		1,728.18	1,814.59	1,905.32	2,000.58	2,100.61
		43.20451	45.36473	47.63297	50.01462	52.51535
5071	MECHANIC SENIOR*	97,540.76	102,417.80	107,538.68	112,915.62	118,561.40
		8,128.40	8,534.82	8,961.56	9,409.63	9,880.12
		1,875.78	1,969.57	2,068.05	2,171.45	2,280.03
		46.89459	49.23932	51.70129	54.28636	57.00067
4240	NEIGHBORHOOD PRESERVATION OFFICER	102,439.25	107,403.03	112,615.00	118,087.58	123,833.78
		8,536.60	8,950.25	9,384.58	9,840.63	10,319.48
		1,969.99	2,065.44	2,165.67	2,270.92	2,381.42
		49.24964	51.63607	54.14183	56.77288	59.53547
5020	PARTS AND INVENTORY CONTROL WORKER	72,767.98	76,248.19	79,902.42	83,739.36	87,768.16
		6,064.00	6,354.02	6,658.54	6,978.28	7,314.01
		1,399.38	1,466.31	1,536.59	1,610.37	1,687.85
		34.98461	36.65778	38.41463	40.25931	42.19623
4250	PERMIT TECHNICIAN	74,087.65	77,633.85	81,357.37	85,267.06	89,372.24
		6,173.97	6,469.49	6,779.78	7,105.59	7,447.69
		1,424.76	1,492.96	1,564.56	1,639.75	1,718.70
		35.61906	37.32397	39.11412	40.99378	42.96742
4251	PERMIT TECHNICIAN II	79,052.31	82,846.74	86,830.91	91,014.27	95,406.80
		6,587.69	6,903.90	7,235.91	7,584.52	7,950.57
		1,520.24	1,593.21	1,669.83	1,750.27	1,834.75
		38.00592	39.83016	41.74563	43.75686	45.86865

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4260	PLAN CHECK ENGINEER	125,813.43	131,945.92	138,385.03	145,146.12	152,245.26
		10,484.45	10,995.49	11,532.09	12,095.51	12,687.11
		2,419.49	2,537.42	2,661.25	2,791.27	2,927.79
		60.48723	63.43554	66.53126	69.78179	73.19484
4120	PLANNER, ASSISTANT	102,132.14	107,080.58	112,276.43	117,732.08	123,460.49
		8,511.01	8,923.38	9,356.37	9,811.01	10,288.37
		1,964.08	2,059.24	2,159.16	2,264.08	2,374.24
		49.10199	51.48105	53.97905	56.60196	59.35600
4121	PLANNER, ASSOCIATE	117,732.08	123,460.49	129,475.34	135,790.93	142,422.30
		9,811.01	10,288.37	10,789.61	11,315.91	11,868.53
		2,264.08	2,374.24	2,489.91	2,611.36	2,738.89
		56.60196	59.35600	62.24776	65.28410	68.47226
4122	PLANNER, SENIOR	123,460.52	129,475.36	135,790.95	142,422.32	149,385.26
		10,288.38	10,789.61	11,315.91	11,868.53	12,448.77
		2,374.24	2,489.91	2,611.36	2,738.89	2,872.79
		59.35602	62.24777	65.28411	68.47227	71.81984
4270	POLICE CLERK	68,698.19	71,974.91	75,415.49	79,028.10	82,821.31
		5,724.85	5,997.91	6,284.62	6,585.68	6,901.78
		1,321.12	1,384.13	1,450.30	1,519.77	1,592.72
		33.02798	34.60332	36.25745	37.99428	39.81794
4271	POLICE CLERK, SENIOR	71,974.99	75,415.56	79,028.17	82,821.39	86,804.29
		5,997.92	6,284.63	6,585.68	6,901.78	7,233.69
		1,384.13	1,450.30	1,519.77	1,592.72	1,669.31
		34.60336	36.25748	37.99431	39.81798	41.73283
4272	POLICE CLERK, SUPERVISING	84,831.42	88,914.81	93,202.37	97,704.33	102,431.36
		7,069.29	7,409.57	7,766.86	8,142.03	8,535.95
		1,631.37	1,709.90	1,792.35	1,878.93	1,969.83
		40.78434	42.74750	44.80883	46.97324	49.24585
4280	POLICE IDENTIFICATION TECHNICIAN	86,417.20	90,579.87	94,950.69	99,540.05	104,358.89
		7,201.43	7,548.32	7,912.56	8,295.00	8,696.57
		1,661.87	1,741.92	1,825.97	1,914.23	2,006.90
		41.54673	43.54801	45.64937	47.85579	50.17254
4290	PROPERTY AND EVIDENCE SPECIALIST	73,038.02	76,531.74	80,200.17	84,051.99	88,096.43
		6,086.50	6,377.65	6,683.35	7,004.33	7,341.37
		1,404.58	1,471.76	1,542.31	1,616.38	1,694.16
		35.11443	36.79411	38.55777	40.40961	42.35405
4291	PROPERTY AND EVIDENCE SPECIALIST, SUPERVISING	82,452.76	86,417.22	90,579.89	94,950.72	99,540.07
		6,871.06	7,201.44	7,548.32	7,912.56	8,295.01
		1,585.63	1,661.87	1,741.92	1,825.98	1,914.23
		39.64075	41.54674	43.54802	45.64938	47.85580
4300	PUBLIC SAFETY DISPATCHER*	88,484.06	92,908.26	97,553.68	102,431.36	107,552.93
		7,373.67	7,742.36	8,129.47	8,535.95	8,962.74
		1,701.62	1,786.70	1,876.03	1,969.83	2,068.33
		42.54041	44.66743	46.90081	49.24585	51.70814

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4301	PUBLIC SAFETY	92,771.59	97,410.17	102,280.68	107,394.71	112,764.45
	DISPATCHER, SENIOR*	7,730.97	8,117.51	8,523.39	8,949.56	9,397.04
		1,784.07	1,873.27	1,966.94	2,065.28	2,168.55
		44.60173	46.83181	49.17340	51.63207	54.21368
4302	PUBLIC SAFETY	102,057.71	107,160.59	112,518.62	118,144.55	124,051.78
	DISPATCHER, SUPERVISING*	8,504.81	8,930.05	9,376.55	9,845.38	10,337.65
		1,962.65	2,060.78	2,163.82	2,272.01	2,385.61
		49.06621	51.51952	54.09549	56.80027	59.64028
4310	PURCHASING SPECIALIST,	89,044.61	93,457.00	98,090.01	102,954.67	108,062.56
	SUPERVISING	7,420.38	7,788.08	8,174.17	8,579.56	9,005.21
		1,712.40	1,797.25	1,886.35	1,979.90	2,078.13
		42.80991	44.93125	47.15866	49.49744	51.95315
4320	RECYCLING SPECIALIST	91,264.83	95,669.90	100,295.23	105,151.81	110,251.20
		7,605.40	7,972.49	8,357.94	8,762.65	9,187.60
		1,755.09	1,839.81	1,928.75	2,022.15	2,120.22
		43.87732	45.99514	48.21886	50.55375	53.00538
5081	TRAFFIC SIGNAL	75,385.36	78,996.46	82,788.10	86,769.34	90,949.62
	TECHNICIAN TRAINEE	6,282.11	6,583.04	6,899.01	7,230.78	7,579.14
		1,449.72	1,519.16	1,592.08	1,668.64	1,749.03
		36.24296	37.97907	39.80197	41.71603	43.72578
5080	TRAFFIC SIGNAL	80,440.90	84,304.76	88,361.84	92,621.75	97,094.67
	TECHNICIAN	6,703.41	7,025.40	7,363.49	7,718.48	8,091.22
		1,546.94	1,621.25	1,699.27	1,781.19	1,867.21
		38.67351	40.53113	42.48165	44.52969	46.68013
5082	TRAFFIC SIGNAL	87,853.08	92,087.54	96,533.75	101,202.26	106,104.20
	TECHNICIAN, SENIOR	7,321.09	7,673.96	8,044.48	8,433.52	8,842.02
		1,689.48	1,770.91	1,856.42	1,946.20	2,040.47
		42.23706	44.27286	46.41046	48.65493	51.01163
4110	TRANSPORTATION	125,918.37	132,056.12	138,500.76	145,267.62	152,372.83
	ENGINEER, ASSOCIATE	10,493.20	11,004.68	11,541.73	12,105.64	12,697.74
		2,421.51	2,539.54	2,663.48	2,793.61	2,930.25
		60.53768	63.48852	66.58690	69.84020	73.25617
5150	WASTEWATER COLLECTIONS	62,249.61	65,203.90	68,305.92	71,563.03	74,983.01
	SYSTEMS TRAINEE	5,187.47	5,433.66	5,692.16	5,963.59	6,248.58
		1,197.11	1,253.92	1,313.58	1,376.21	1,441.98
		29.92770	31.34803	32.83938	34.40530	36.04952
5151	WASTEWATER COLLECTIONS	71,783.37	75,253.61	78,897.36	82,723.30	86,740.53
	SYSTEMS WORKER I	5,981.95	6,271.13	6,574.78	6,893.61	7,228.38
		1,380.45	1,447.18	1,517.26	1,590.83	1,668.09
		34.51124	36.17962	37.93142	39.77082	41.70218
5152	WASTEWATER COLLECTIONS	78,713.37	82,530.10	86,537.68	90,745.63	95,163.99
	SYSTEMS WORKER II	6,559.45	6,877.51	7,211.47	7,562.14	7,930.33
		1,513.72	1,587.12	1,664.19	1,745.11	1,830.08
		37.84297	39.67793	41.60465	43.62771	45.75192

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5153	WASTEWATER COLLECTIONS	86,374.91	90,574.73	94,984.54	99,614.84	104,476.64
	SYSTEMS WORKER III	7,197.91	7,547.89	7,915.38	8,301.24	8,706.39
		1,661.06	1,741.82	1,826.63	1,915.67	2,009.17
		41.52640	43.54554	45.66564	47.89175	50.22915
5160	WATER DISTRIBUTION	66,385.61	69,546.72	72,865.88	76,350.99	80,010.38
	OPERATOR TRAINEE	5,532.13	5,795.56	6,072.16	6,362.58	6,667.53
		1,276.65	1,337.44	1,401.27	1,468.29	1,538.66
		31.91616	33.43592	35.03167	36.70721	38.46653
5161	WATER DISTRIBUTION	74,225.17	77,778.24	81,508.97	85,426.25	89,539.38
	OPERATOR I	6,185.43	6,481.52	6,792.41	7,118.85	7,461.62
		1,427.41	1,495.74	1,567.48	1,642.81	1,721.91
		35.68518	37.39338	39.18700	41.07031	43.04778
5162	WATER DISTRIBUTION	84,884.40	88,970.45	93,260.79	97,765.65	102,495.75
	OPERATOR II	7,073.70	7,414.20	7,771.73	8,147.14	8,541.31
		1,632.39	1,710.97	1,793.48	1,880.11	1,971.07
		40.80981	42.77425	44.83692	47.00272	49.27680
5163	WATER DISTRIBUTION	91,422.05	95,834.96	100,468.55	105,333.81	110,442.30
	OPERATOR III	7,618.50	7,986.25	8,372.38	8,777.82	9,203.53
		1,758.12	1,842.98	1,932.09	2,025.65	2,123.89
		43.95291	46.07450	48.30219	50.64125	53.09726
5164	WATER DISTRIBUTION	95,834.98	100,468.57	105,333.83	110,442.32	115,806.28
	SENIOR OPERATOR	7,986.25	8,372.38	8,777.82	9,203.53	9,650.52
		1,842.98	1,932.09	2,025.65	2,123.89	2,227.04
		46.07451	48.30220	50.64126	53.09727	55.67610
5165	WATER DISTRIBUTION	105,102.14	110,199.08	115,550.85	121,170.21	127,070.56
	SUPERVISING OPERATOR	8,758.51	9,183.26	9,629.24	10,097.52	10,589.21
		2,021.20	2,119.21	2,222.13	2,330.20	2,443.66
		50.52988	52.98033	55.55329	58.25491	61.09162
5170	WATER RESOURCES	98,795.12	103,615.93	108,677.80	113,992.76	119,573.47
	COORDINATOR	8,232.93	8,634.66	9,056.48	9,499.40	9,964.46
		1,899.91	1,992.61	2,089.96	2,192.17	2,299.49
		47.49765	49.81535	52.24894	54.80421	57.48725
5171	WATER RESOURCES	107,296.52	112,661.35	118,294.42	124,209.14	130,419.60
	COORDINATOR - ELECTRICAL &	8,941.38	9,388.45	9,857.87	10,350.76	10,868.30
	INSTRUMENTATION*	2,063.39	2,166.56	2,274.89	2,388.64	2,508.07
		51.58487	54.16411	56.87232	59.71593	62.70173
5100	WR INSTRUMENT	97,644.71	102,526.95	107,653.30	113,035.97	118,687.77
	CONTROL TECHNICIAN*	8,137.06	8,543.91	8,971.11	9,419.66	9,890.65
		1,877.78	1,971.67	2,070.26	2,173.77	2,282.46
		46.94457	49.29180	51.75639	54.34422	57.06143
5110	WR LABORATORY	89,300.98	93,647.10	98,210.53	103,002.12	108,033.30
	TECHNICIAN	7,441.75	7,803.93	8,184.21	8,583.51	9,002.78
		1,717.33	1,800.91	1,888.66	1,980.81	2,077.56
		42.93316	45.02264	47.21660	49.52025	51.93909

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/07/2024

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5120	WR MECHANIC I	83,506.88	87,602.74	91,903.39	96,419.08	101,160.55
		6,958.91	7,300.23	7,658.62	8,034.92	8,430.05
		1,605.90	1,684.67	1,767.37	1,854.21	1,945.40
		40.14754	42.11670	44.18432	46.35533	48.63488
5121	WR MECHANIC II	94,081.30	98,705.88	103,561.69	108,660.29	114,013.82
		7,840.11	8,225.49	8,630.14	9,055.02	9,501.15
		1,809.26	1,898.19	1,991.57	2,089.62	2,192.57
		45.23139	47.45475	49.78927	52.24052	54.81434
5131	WR OPERATOR - GRADE I	84,329.71	88,388.00	92,649.24	97,123.51	101,821.50
		7,027.48	7,365.67	7,720.77	8,093.63	8,485.13
		1,621.73	1,699.77	1,781.72	1,867.76	1,958.11
		40.54313	42.49423	44.54290	46.69400	48.95264
5132	WR OPERATOR - GRADE II	88,377.12	92,637.79	97,111.51	101,808.90	106,741.17
		7,364.76	7,719.82	8,092.63	8,484.08	8,895.10
		1,699.56	1,781.50	1,867.53	1,957.86	2,052.71
		42.48900	44.53740	46.68823	48.94659	51.31787
5133	WR OPERATOR - GRADE III	95,313.48	99,920.98	104,758.85	109,838.61	115,172.36
		7,942.79	8,326.75	8,729.90	9,153.22	9,597.70
		1,832.95	1,921.56	2,014.59	2,112.28	2,214.85
		45.82379	48.03893	50.36483	52.80702	55.37133
5130	WR OPERATOR - TRAINEE	71,397.02	74,808.69	78,390.95	82,152.33	86,101.77
		5,949.75	6,234.06	6,532.58	6,846.03	7,175.15
		1,373.02	1,438.63	1,507.52	1,579.85	1,655.80
		34.32549	35.96572	37.68796	39.49631	41.39508
5134	WR SENIOR OPERATOR	99,935.20	104,773.79	109,854.29	115,188.83	120,790.10
		8,327.93	8,731.15	9,154.52	9,599.07	10,065.84
		1,921.83	2,014.88	2,112.58	2,215.17	2,322.89
		48.04577	50.37201	52.81456	55.37925	58.07216
5141	WR SOURCE CONTROL INSPECTOR	93,784.92	98,355.24	103,154.07	108,192.83	113,483.55
		7,815.41	8,196.27	8,596.17	9,016.07	9,456.96
		1,803.56	1,891.45	1,983.73	2,080.63	2,182.38
		45.08890	47.28617	49.59330	52.01578	54.55940
5140	WR SOURCE CONTROL TECHNICIAN	88,348.71	92,607.98	97,080.20	101,776.02	106,706.64
		7,362.39	7,717.33	8,090.02	8,481.34	8,892.22
		1,699.01	1,780.92	1,866.93	1,957.23	2,052.05
		42.47534	44.52307	46.67317	48.93078	51.30127
5135	WR SUPERVISING OPERATOR	109,605.26	114,927.33	120,515.52	126,383.12	132,544.09
		9,133.77	9,577.28	10,042.96	10,531.93	11,045.34
		2,107.79	2,210.14	2,317.61	2,430.44	2,548.92
		52.69484	55.25352	57.94015	60.76112	63.72312
4330	YOUTH SERVICES CASE COORDINATOR	87,919.94	92,157.75	96,607.48	101,279.67	106,185.48
		7,326.66	7,679.81	8,050.62	8,439.97	8,848.79
		1,690.77	1,772.26	1,857.84	1,947.69	2,042.03
		42.26920	44.30661	46.44590	48.69215	51.05071

**Salaries Updated March 24, 2025

EXHIBIT A

CITY OF LIVERMORE
POLICE OFFICERS ASSOCIATION
EFFECTIVE 05/05/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
3110	POLICE OFFICER	126,894.64	133,239.37	139,901.34	146,896.41	154,241.23
		10,574.55	11,103.28	11,658.45	12,241.37	12,853.44
		2440.28	2562.30	2690.41	2824.93	2966.18
		61.00704	64.05739	67.26026	70.62327	74.15444
3100	POLICE SERGEANT	157,895.87	165,790.66	174,080.19	182,784.20	191,923.41
		13,157.99	13,815.89	14,506.68	15,232.02	15,993.62
		3036.46	3188.28	3347.70	3515.08	3690.83
		75.91148	79.70705	83.69240	87.87702	92.27087
3120	POLICE TRAINEE (Non-Sworn)	44.44605	-	-	-	-

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$8,398 - $19,145/month
Effective July 14, 2025

Class Code	Classification	Monthly Salary Range		
		$15,314.56	-	$19,143.20
2030	Assistant Community Development Director			
2045	Assistant Public Works Director			
2060	City Engineer			
		$14,246.41	-	$17,808.01
2025	Assistant City Engineer			
2050	Building Official			
2090	Finance Manager			
2125	Maintenance and Golf Operations Manager			
2145	Planning Manager			
2220	Water Resources Division Manager			
		$13,652.80	-	$17,066.00
2005	Airport Manager*			
2095	Housing & Human Services Manager*			
2115	Information Technology Manager*			
		$13,402.20	-	$16,752.75
2200	Senior Transportation Engineer			
		$12,860.47	-	$16,075.59
2140	Permit Center Manager			
		$12,834.62	-	$16,043.27
2190	Senior Civil Engineer			
		$12,681.30	-	$15,851.63
2040	Assistant Library Director*			
2070	IT Operations Manager			
2165	Police Support Services Manager*			
2170	Principal Planner*			
		$12,311.95	-	$15,389.94
2055	City Clerk			
2100	Housing Programs Manager			
2105	Human Services Programs Manager			
2231	Water Resources Technical Programs Manager P.E.			
2240	Youth and Family Services Manager - Clinical			
		$12,059.41	-	$15,074.26
2085	Economic Development Manager*			
2225	Water Resources Operations Manager*			
		$11,624.21	-	$14,530.26
2035	Assistant Finance Manager			
2120	Inspection & Neighborhood Preservation Manager			
2230	Water Resources Technical Programs Manager			

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT SALARY SCHEDULE
$8,398 - $19,145/month
Effective July 14, 2025

Class Code	Classification	Monthly Salary Range		
		$11,381.38	-	$14,226.72
2215	Water Distribution Operations Manager*			
		$11,049.87	-	$13,812.34
2000	Accounting Supervisor			
2110	Information Technology Coordinator			
2195	Management Analyst, Senior			
2150	Police Business Services Manager*			
2175	Public Works Manager			
2210	Network Engineer			
		$10,932.58	-	$13,665.73
2065	Construction Inspection Manager			
		$10,882.69	-	$13,603.36
2155	Police Facility & Equipment Manager			
		$10,637.34	-	$13,296.68
2006	Assistant Airport Manager*			
2180	Public Works Supervisor*			
		$10,327.52	-	$12,909.40
2020	Assistant City Clerk			
2135	Management Analyst II			
2160	Police Media & Community Relations Analyst			
		$9,155.01	-	$11,443.76
2205	Supervising Librarian*			
		$8,398.68	-	$10,498.35
2080	Deputy City Clerk			
2130	Management Analyst I			

*Received a Market/Internal Equity Adjustment

EXHIBIT A

CITY OF LIVERMORE
MANAGEMENT CONFIDENTIAL SALARY SCHEDULE
$8,398 - $20,640/month
Effective July 14, 2025

Class Code	Classification	Monthly Salary Range		
2405	Assistant Administrative Services Director (Conf)	$15,314.56	-	$19,143.20
2440	Assistant City Attorney, Senior (Confidential)	$16,511.22	-	$20,639.03
2442	Assistant City Attorney (Confidential)	$15,314.56	-	$19,143.20
2400	Assistant to the City Manager (Confidential)	$13,543.31	-	$16,929.14
2444	Deputy City Attorney (Confidential)	$10,882.69	-	$13,603.36
2420	Human Resources Manager (Confidential)	$14,246.41	-	$17,808.01
2450	Human Resources Analyst, Senior (Conf)	$11,049.87	-	$13,812.34
2411	Human Resources Analyst II (Confidential)	$10,327.52	-	$12,909.40
2410	Human Resources Analyst I (Confidential)	$8,398.68	-	$10,498.35
2460	Management Analyst, Senior (Confidential)	$11,049.87	-	$13,812.34
2431	Management Analyst II (Confidential)	$10,327.52	-	$12,909.40
2430	Management Analyst I (Confidential)	$8,398.68	-	$10,498.35
2465	Risk Manager (Confidential)	$12,473.31	-	$15,591.64

EXHIBIT A

CITY OF LIVERMORE
POLICE MANAGEMENT SALARY SCHEDULE
$16,350 - $25,350/month
Effective July 14, 2025

Class Code	Classification	Salary Range		
3000	Police Captain	$20,276.58	-	$25,345.73
3010	Police Lieutenant	$16,350.16	-	$20,437.70

EXHIBIT A

CITY OF LIVERMORE
CONFIDENTIAL SALARY SCHEDULE
$5,560 - $11,590/month
Effective July 14, 2025

Class Code	Classifications	Monthly Salary Range		
2600	Administrative Receptionist	$5,562.90	-	$6,953.62
2610	Administrative Specialist I	$6,438.89	-	$8,048.61
2611	Administrative Specialist II	$7,241.68	-	$9,052.10
2620	Executive Assistant	$9,270.46	-	$11,588.07
2630	Human Resources Clerk I	$6,438.89	-	$8,048.61
2631	Human Resources Clerk II	$7,083.50	-	$8,854.37
2640	Human Resources Technician	$7,772.46	-	$9,715.57
2650	Law Office Supervisor	$9,270.46	-	$11,588.07
2660	Legal Assistant	$7,698.58	-	$9,623.23

EXHIBIT A

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$16,846 - $26,052/month
Effective November 18, 2024

Class Code	Classification	Monthly Salary Range		
1215	Administrative Services Director	$16,846.32	-	$21,057.90
1200	Assistant City Manager	$18,172.50	-	$22,715.62
1220	Community Development Director	$16,846.32	-	$21,057.90
1205	Deputy City Manager	$14,447.69	-	$18,059.62
1210	Deputy City Manager/City Clerk	$14,447.69	-	$18,059.62
1225	Innovation & Economic Development Dir	$16,846.32	-	$21,057.90
1230	Library Services Director	$16,846.32	-	$21,057.90
1235	Police Chief*	$22,925.22	-	$28,656.53
1240	Public Works Director	$16,846.32	-	$21,057.90

*10% Salary Adjustment effective 07/14/2025

EXHIBIT A

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
1000	City Manager	$370,656	11/18/2024
1100	City Attorney	$315,269	11/18/2024

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	$16.50 - $30.00	12/30/24
8205	Field/Maintenance Aide	$16.50 - $30.00	12/30/24
8210	Law Clerk	$16.50 - $26.00	12/30/24
8230	Temporary Librarian	$22.00 - $32.00	01/01/24
8235	Temporary Library Assistant	$20.00 - $30.00	01/01/24
8240	Temporary Library Clerk	$18.00 - $28.00	01/01/24
8215	Library Aide	$16.50 - $20.00	12/30/24
8220	Police Cadet	$16.50 - $26.00	12/30/24
8225	Special Projects Coordinator	$20.00 - $100.00	12/20/21

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.12**

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Resolution approving the 2025-26 City of Livermore State and Federal Legislative Platform and updating the City's Legislative Platform to a two-year cycle.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving the 2025-26 City of Livermore State and Federal Legislative Platform and updating the City's Legislative Platform to a two-year cycle.

SUMMARY

The City of Livermore's State and Federal Legislative Platform allows the City to respond quickly in support of or opposition to legislative issues for the benefit of the Livermore community.

DISCUSSION

The City of Livermore State and Federal Legislative Platform (Platform) documents the City's position in several legislative categories. The proposed positions and categories are based on community priorities, values, and policy documents. The Platform provides a framework to respond quickly to legislative bills and communicate with legislators on issues affecting Livermore.

The City Council adopted its first state platform in 2013. In 2015, the City Council directed staff to use the Platform as a guide for tracking federal bills and taking action. Annual updates to the Platform reflect adjustments based on changing City needs, interests, and conditions at the regional, state, and federal levels.

The 2025-26 Platform categories are:

- Community-Focused Governance
- Fiscal Stability
- Affordable Housing and Homelessness
- Planning and Sustainability
- Building Safety
- Infrastructure

- Job Creation and Economic Development
- Libraries
- Public Safety and Emergency Management
- Science, Technology, and Innovation
- Transportation and Parking
- Water

The proposed 2025-26 City of Livermore State and Federal Legislative Platform is included as Exhibit A to the Resolution for this report and once approved, will be accessible on the City's website at www.LivermoreCA.gov/Legislation. Attachment 1 to this report is a redlined version of the updates made to this year's Platform. Further, when appropriate, the City of Livermore joins its Tri-Valley neighbors to advocate for issues and funding at the regional, state and federal levels. The cities of Livermore, Dublin, Pleasanton, San Ramon, and the town of Danville developed a Tri-Valley Cities Legislative Framework. The Tri-Valley Framework overlaps many of the items in the City's Platform and provides another opportunity for advocacy progress and success. The 2024 Tri-Valley Cities Legislative Framework is included as Attachment 2 to this report.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with the City Council's adoption of the 2025-26 City of Livermore State and Federal Legislative Platform.

COMMUNITY PILLAR
5: A City That Works

GOAL
3: Oversee the City's legislative advocacy efforts

ATTACHMENTS

1. Redlined 2025-26 City of Livermore State and Federal Legislative Platform
2. 2024 Tri-Valley Cities Legislative Framework
3. Resolution
4. Exhibit A - City of Livermore 2025-26 State and Federal Legislative Platform

Prepared by: Stephanie Egidio
Acting Deputy City Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

City of Livermore
2025-26 State and Federal Legislative Platform

Deleted: 4

CITY OF
LIVERMORE
CALIFORNIA

The City of Livermore ("City") 2025-26 State and Federal Legislative Platform ("Platform") highlights the position of the City Council on important issues that align with community goals and policy documents such as the General Plan. City staff monitor bills introduced into the California Legislature and United States Congress. The Platform provides staff direction and allows the City, on the City Council's behalf, to respond quickly in support of or opposition to bills and other legislative or administrative actions in time-sensitive situations. The City Council delegates its authority to the mayor to sign support or opposition letters, consistent with the Platform. Additionally, the Platform enables staff to communicate on behalf of the City to state legislators and federal elected officials.

The Platform is developed through review of City needs and issues, staff input, and review of League of California Cities priorities and strategies. The Platform further reflects legislative priorities of the Tri-Valley Cities. City Council adopted the first Platform in 2013. At its April 13, 2015, meeting, City Council directed staff to use the Platform as a guide for federal bill tracking and action, too.

The 2025-26 City of Livermore Platform categories are:

- Community-Focused Governance
- Fiscal Stability and General Governance
- Affordable Housing and Homelessness
- Planning and Sustainability
- Building Safety
- Infrastructure
- Job Creation and Economic Development
- Libraries
- Public Safety and Emergency Management
- Science, Technology, and Innovation
- Transportation and Parking
- Water

The State and Federal Legislative Platform evolves as City needs adjust, new issues arise, and conditions at the regional, state, and federal levels change. Platform adjustments, whether due to federal policy changes or state policy reactions, may be considered at a future City Council meeting or at the next review in 2027. The Platform is reviewed every two years.

Once approved by the City Council, the 2025-26 State and Federal Legislative Platform will be posted on the City's website at www.LivermoreCA.gov/Legislation. Staff also provides the City Council with periodic updates on letters sent, bill progress, and legislative developments.

When appropriate, the City of Livermore joins its Tri-Valley neighbors to advocate for issues and funding at the regional, state, and federal levels. The cities of Livermore, Dublin, Pleasanton, San Ramon, and the town of Danville develop a Tri-Valley Cities Legislative Framework. The Tri-Valley Framework overlaps many of the items in the City's Platform and

Deleted: 4

Deleted:

Deleted: Typically, the City Council reviews and updates the Platform annually.

Deleted: 4

Deleted: annual

Deleted: 6

Deleted: 5

provides another opportunity for advocacy progress and success.

The Tri-Valley Cities Legislative Framework is available to view at www.LivermoreCA.gov/Legislation.

Community-Focused Governance

The City values its ability to create policies that best fit the needs of the Livermore community. It is important to advocate for state legislation the provides framework guidance and allows local implementation.

1. **Support** legislation that enhances or streamlines local governance and allows cities to address the needs of local constituents within a framework of regional cooperation.

2. **Monitor** legislation that affects the ability of City Council to effectively govern.

3. **Monitor** cannabis-related legislation.

4. **Oppose** legislation that would prohibit or limit local governments' ability to contract out for services.

5. **Support** legislation that updates both the Brown Act and Public Records Act regarding electronic records and activities that support local decision-making without significant fiscal impact and new regulations that require staff resources.

6. **Oppose** legislation that requires or expands state involvement in City financial audits, fiscal monitoring, general oversight, or assistance by the State Treasurer, State Controller, or other state agencies.

7. **Support** a wording change in the Communications Act of 1934 that removes the distinction between "capital" and "operating" funds in order to provide more local control for community television stations in the use of their public, educational and government (PEG) channel fees with no rise in taxes or a reduction in revenue to the cable industry.

Fiscal Stability and General Governance

Fiscal stability and financial independence are necessary to provide the desired services and programs for residents and local businesses. City Council policy decisions direct staff to ensure the City's long-term financial stability. Unexpected diversion of local funds by the state or federal government erodes the city's ability to plan and budget for short- and long-term service needs. This also includes advocating for accessible funding mechanisms, responsible labor and employee relations policies, and streamlined regulatory frameworks that reduce unnecessary burdens on local governments.

Deleted: the ability of a city to plan and budget for short-and-long term

Deleted: a

Deleted: ser

1. **Oppose** legislation that imposes unfunded or inadequate state or federal mandates.

2. **Support** legislation that updates the tax structure to enhance local government revenues that have declined due to the expansion of e-commerce, increased consumption of services rather than durable goods, and innovations in technology.

3. **Oppose** legislation that reduces local government's ability to levy or update fees.

4. **Monitor** legislation regarding new fees or other revenue enhancements.

5. **Oppose** legislation that reduces or eliminates payments to cities for use of property and rights-of-way for telecommunications.

6. **Support** legislation that provides sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.

7. **Support** legislation that streamlines the Workers' Compensation system.

8. **Oppose** legislation that would remove the federal tax exemption for municipal bonds.

9. **Support** legislation that provides accessible funding mechanisms.

10. **Support** legislation that provides responsible labor and employee relations policies.

Deleted: -

Deleted: and responsible labor and employee relations policies.

Affordable Housing and Homelessness

The availability of a suitable living environment is essential to quality-of-life. It is important to support adequate and affordable housing opportunities and housing- related service needs.

1. **Support** regional solutions that balance housing, transportation/transit, job creation and availability of essential infrastructure such as water, schools and public safety facilities. Building housing without adequate infrastructure may exacerbate, not alleviate, the housing crisis.

2. **Support** legislation that protects existing affordable housing stock, including rental apartments, deed-restricted units, and mobile homes, and promotes affordable housing that includes long-term affordability agreements.

3. **Support** legislation that ensures: 1) incentives and density bonus provisions are directly linked to the level and percentage of affordable units provided for each project; and 2) that density bonus incentives, concessions, and waivers cannot be used to reduce the quantity or quality of required affordable units.

4. **Support** legislation that enables cities to develop locally appropriate plans that meet state objectives in a manner that is compatible with existing community character.

5. **Support** legislation that facilitates accessory dwelling units and encourages

Deleted: and

Deleted: s together

Deleted:

Deleted: transportation

Deleted: affordable

development of "missing-middle" housing that is compatible with suburban community character.

6. **Oppose** housing mandates that are not accompanied by funding that can support expanded transportation, transit, and infrastructure, including funding to support adequate water supply, public safety facilities, parks, and new school facilities.

7. **Oppose** housing legislation that results in a net loss of local funding.

8. **Support** housing legislation that promotes the development and enhancement of a diverse workforce, as long as the legislation does not create an unfunded mandate or conflict with local land use authority and financial stability.

9. **Oppose** housing legislation that unduly impacts local taxation capacity or diverts financial resources from essential local public services and infrastructure programs.

10. **Support** legislation that increases financial assistance to cities, non-profit organizations, and local partnerships to provide affordable, supportive and emergency housing to meet the needs of local communities.

11. **Support** legislation that increases financial assistance to cities, non-profit organizations, and local partnerships to provide and promote self- sufficiency for low income or homeless individuals and families through educational, technical and vocational training as well as other related services.

12. **Support** legislation that provides financial assistance, improved access to, and expansion of health care, mental health, and substance use management services for low income or homeless individuals and families.

13. **Support** legislation that removes fair housing barriers and prevents displacement.

Deleted: legislation

Deleted: is

Deleted: planning, and capital improvement programs and…

Deleted: transitional, special needs,

Deleted: the homeless, seniors, veterans, and people with special needs.

Deleted: underserved

Deleted: empowerment

Deleted: or

Deleted: counseling, job

Deleted: , and

Deleted: drug addiction

Deleted: and

Planning and Sustainability

The City prioritizes comprehensive land use planning that creates complete neighborhoods, promotes a jobs/housing match, strengthens Livermore's economic and fiscal base, provides housing choice, promotes local control with public input, streamlines the permitting process, conserves wildlands, promotes environmental stewardship while reducing the City's environmental footprint, and generally improves the community's quality of life.

1. **Oppose** legislation that diminishes cities' decision-making authority over land use decisions, zoning, or permit process and timelines.

2. **Support** legislation preserving or enhancing the federal Community Development Block Grant (CDBG) program.

3. **Support** land use patterns that maintain safe neighborhoods, bolster economic

prosperity, provide local jobs, preserve open space, protect the environment, and enhance overall quality of life.

4. **Oppose** state or federal efforts to further erode local government authority regarding the location or permit review of small cell wireless equipment, cellular towers, transmission sites, or other devices on public infrastructure or in the public right of way.

5. **Support** funding and incentives for smart growth and sustainable development.

6. **Support** CEQA-reform legislation that improves the cost-effective and timely delivery of projects and decreases the ability for spurious lawsuits.

7. **Support** RHNA- and APR-reform legislation that adequately provides necessary housing while reducing municipal administrative burden and ensuring sufficient local infrastructure such as water and other utilities, school and park facilities, and public safety services.

8. **Support** tax rebate programs, like the Williamson Act or Mills Act, to promote agriculture, open space preservation, historic preservation, and good design.

9. **Support** legislation or grant opportunities for cities that provide funding for developing or enhancing alternative vehicle fueling stations.

10. **Support** rebate programs, tax credits, and other financial incentives that encourage property owners to invest in energy efficiency and renewable energy systems, greenhouse gas-reducing technology, and alternative vehicle fueling stations in parking areas.

11. **Monitor** state and federal legislation related to climate adaptation.

12. **Support** measures that increase funding to local governments for landfill diversion programs such as food recovery, composting, and recycling.

13. **Support** Extended Producer Responsibility (EPR) legislation to encourage manufacturers to design environmentally friendly products by holding producers responsible for the costs of managing their products at end of life.

Building Safety

The City prioritizes protection of public health, safety and welfare by proper building design and construction practices.

1. **Support** legislation that increases the safety of buildings, reduces potential hazards and protects against fire and structure collapse.

2. **Support** legislation for seismic earthquake retrofits to protect individuals and structures.

3. **Support** legislation that contributes to the quality and durability of construction methods and materials

4. **Oppose** legislation to restrict number of inspections needed to verify safety of the built environment and other components.

5. **Support** measures to streamline photovoltaic and electrical vehicle charging permitting and installation.

6. **Support** legislation that contributes to the wellbeing of a community, preservation of life safety, and property maintenance.

7. **Support** legislation that promotes barrier removal and sustainable practices in the built environment.

8. **Oppose** legislation that establishes unrealistic timeliness for building project review that will potentially create an unsafe built environment.

Infrastructure

The condition of a city's infrastructure affects the community's quality-of-life. Sewer and water systems, sidewalks, and roads are subject to a wide number of regulations and must be maintained or replaced to ensure the health of the community.

1. **Support** state and federal legislation that would expand connectivity and access to digital resources.

2. **Oppose** legislation regarding infrastructure such as sidewalk repair that increases a city's unfunded infrastructure liability.

3. **Support** state and federal legislation that provides additional funding and/or preferred financing for local critical unmet infrastructure needs.

4. **Support** legislation that reduces or streamlines state and federal permitting requirements.

5. **Support** legislation that enhances the reliability of water transmission and storage through the Delta to the Tri-Valley.

6. **Support** legislation that provides new funding methods for flood control and stormwater management.

7. **Support** legislation that would acknowledge an adopted California Environmental

Quality Act (CEQA) document can be substituted for a federal National Environmental Protection Agency (NEPA) document for infrastructure projects.

8. **Monitor** legislation that alters the state's agency permitting requirements and how they impact the timeliness and viability of natural resource projects planned by government agencies and special districts at the local and regional level including Fish and Game endowments.

Job Creation and Economic Development

The City encourages and supports business through strategic economic development initiatives. Fostering a strong business environment requires job creation, educational opportunities, and workforce development programs.

1. **Support** legislation that enhances or expands community and economic development tools and funding to address development and revitalization needs.

2. **Support** legislation or grants that focus on downtown development.

3. **Support** legislation that promotes and funds workforce development and re-training efforts focused on high-skilled jobs required by emerging industries.

Deleted:

4. **Support** legislation that encourages entrepreneurship, facilitates resource-sharing models, or otherwise reduces barriers to entry for small business.

Deleted:

5. **Support** legislation that provides insurance or loan guarantees for small business loans during recessionary periods.

6. **Support** legislation or grants that focus on walkable, transit oriented, and complete districts with access to jobs and services.

Libraries

The Livermore Public Library connects people with information and education, and inspires experiences that support lifelong learning, personal growth, and enhanced quality of life. With strong community support, the Library offers programs, materials, materials, and services most valued by residents.

1. **Support** legislation that increases financial assistance to cities to fund and promote local library programs and literacy services.

2. **Support** legislation that seeks to close the digital divide through funding local library efforts to provide broadband internet and technology through devices such as hotspots, computers, and tablets, for community members to access.

3. **Support** legislation and funding efforts relating to early literacy, school readiness,

adult literacy, career development, vocational support, and assistance to vulnerable and under-served populations.

4. **Oppose** censorship and efforts to limit the public's intellectual freedom and access to information and resources.

5. **Support** the enhancement of inclusivity, efforts to offer open and unfettered access to information, the exchange of ideas, and the welcoming of all people to express themselves regardless of their politics or beliefs.

6. **Support** legislation that fosters growth during the transformation of libraries and library services in a dynamic and increasingly global digital information environment.

7. **Support** legislation that protects the privacy of patrons and their associated library records and data.

8. **Support** legislation that enhances equitable, diverse, and inclusive initiatives and opportunities.

Public Safety and Emergency Management

Effective public safety significantly enhances a community's quality of life. Maintaining a strong safety presence requires ongoing local, regional, state, and federal support.

Deleted: quality-of-life

1. **Support** legislation and grants that fund police and fire equipment upgrades, training, and capital improvements.

2. **Support** legislation promoting and funding emergency management preparedness and recovery efforts.

Deleted: that promotes and funds

3. **Support** legislation that maintains and increases grant funding for the Community Oriented Police Services (COPS) hiring program.

4. **Monitor** legislation pertaining to unmanned aircrafts (drones) and Federal Aviation Administration regulations.

5. **Support** legislation to increase penalty for prohibited persons in possession of firearms and use of firearms in the commission of a crime.

6. **Support** legislation that penalizes individuals who engage in drug and/or distracted driving activities.

7. **Support** legislative efforts to address the negative impacts of Proposition 47 (Reduced Penalties for Some Crimes, 2014) and Proposition 57 (Parole for Non-

Violent Criminals and Juvenile Court Trial Requirements Initiative, 2016) and provide local law enforcement with tools to reduce criminal activity.

Deleted:

8. **Support** legislation that would provide funding and increase access to mental health care, response to mental health-related calls for service, and drug/ alcohol treatment programs.

Deleted: health related

9. **Support** legislation that improves the availability of fire insurance, increases transparency requirements for policy cancellations, and establishes consistent criteria when determining coverage eligibility.

10. **Support** legislation that provides reasonable public safety reforms, especially regarding retail theft, burglary, assault, and e-bike limitations and enforcement.

Science, Technology, and Innovation

As the only City in the United States with two national laboratories, science, technology, and innovation play an important role in the Livermore economy, workforce, and community values. Additionally, the City partnership with the labs and i-GATE fosters innovation, job creation, and economic development opportunities.

1. **Support** legislation that advances or encourages innovation, entrepreneurship, start-ups, small business opportunities, and/or workforce development.

2. **Support** legislation that encourages the expansion of STEM (Science, Technology, Engineering, and Mathematics) programs in K-12, higher education, libraries, and community-based organizations.

3. **Support** legislation that encourages and supports the transfer of technology from the national laboratories through partnerships with local companies.

4. **Support** legislation that provides competitive grants, state partnerships, or other resources to encourage innovation and the science, technology, and innovation economies.

5. **Support** legislation that improves the abilities of the federal laboratories to update or expand their infrastructure.

Transportation and Parking

Regional and local transportation play a key role in a community's economic vitality and quality-of-life.

1. **Support** legislation that reduces congestion along Tri-Valley area freeways or reduces truck traffic along I-580 through roadway or rail improvements.

2. **Support** legislation that enhances the ability of local agencies to finance local transportation programs and facilities.

3. **Support** legislation that facilitates connectivity between major regional rail/transit systems.

4. **Support** legislation that provides incentives for rail and multimodal transit stations and transit-oriented development projects.

5. **Oppose** legislation mandating “one-size-fits-all” parking space requirements for future housing, entertainment, or retail developments or impinging on how parking spaces can be used.

6. **Support** legislation that provides incentives for shared public/private partnerships.

7. **Monitor** legislation that defines "high quality transit" for purposes of transit-oriented development as anything with service headways above hourly. Review on case-by-case basis to determine any impacts and/or benefits.

8. **Support** legislation to encourage the sale of unleaded fuel and assistance to pilots for Supplemental Type Certificate acquisition for non- American Society for Testing and Materials unleaded fuels at airports nationwide.

9. **Support** legislation that supports and funds multi-modal improvements that expand and enhance resources for pedestrians and cyclists.

Water

Water, both quantity and quality, is essential to residential quality-of-life as well as agricultural and economic vitality and growth.

1. **Oppose** legislation that imposes a state tax or fee on customers of a public water system for drinking water.

2. **Monitor** legislation developing new water conveyance systems such as peripheral canals or tunnels (as mentioned in the proposed Bay Delta Conservation Plan) to deliver adequate water to the Tri-Valley and the Silicon Valley.

3. **Support** legislation that expands the production and use of recycled water or increases local control of water supplies.

4. **Oppose** legislation that expands statewide mandatory water conservation and/or rationing unless the conservation measures are triggered in response to specific local water supply conditions.

5. **Support** legislation that allows, but not mandates, direct and indirect potable water

reuse.

6. **Oppose** legislation that allows the State Water Resources Control Board or Regional Water Quality Control Board to establish more stringent, clean water objectives unless the legislation provides a demonstrated water quality benefit as well as the means for jurisdictions to achieve the objectives.

7. **Support** regulations to protect drinking water from the impacts of hydrological fracturing (hydro-fracking) related to oil and gas exploration and extraction.

8. **Support** legislation and programs that make water, sewer, and/or storm services more affordable for customers.

TRI-VALLEY CITIES
Legislative Framework

DANVILLE DUBLIN CALIFORNIA LIVERMORE THE CITY OF PLEASANTON San Ramon

2024

TRI-VALLEY CITIES VALUES STATEMENT

The Tri-Valley Cities of Dublin, Livermore, Pleasanton, San Ramon, and the Town of Danville value regional leadership, innovation, collaboration, and problem solving to maintain and improve the quality of life for Tri-Valley residents, provide a vibrant climate for businesses, and enable continued opportunities for public and private investment within the region.

Each City and Town provides a unique perspective on how to meet the needs of their residents and businesses. The Cities and Town agree to respect the individuality of each community and are committed to open and honest communication with a goal of building consensus and a united approach to advocacy for solutions that will serve the residents and businesses of the Tri-Valley.

TRI-VALLEY CITIES LEGISLATIVE FRAMEWORK

The Tri-Valley Cities Legislative Framework seeks to inform all levels of governmental interaction (e.g., federal, state, regional, local) regarding legislation, policies, and programs that have a direct impact on the region. The TVC has defined Legislative Focus Areas which have an overarching objective to retain and promote local control and decision-making as it relates to the implementation of laws and regulations and to have the ability to integrate them in a manner that meets the unique needs of each community. The TVC will advocate together to achieve outcomes benefiting the region in each of these Focus Areas.

Transportation and Infrastructure

Residents of the Tri-Valley region are subject to some of the heaviest commutes in the Bay Area and are impacted by the heavy flow of traffic along the region's freeways, which often spills over onto the local surface streets as commuters pursue alternatives to their commute through the Tri-Valley. A key objective of the region is to reduce congestion on the region's freeways, and to increase mobility of goods and people through the Tri-Valley with continued financial investment in transportation infrastructure: developing alternative modes of transportation, modernization of transportation corridors, and creation, modernization, and expansion of rail systems. The TVC also seeks to partner on other significant non-transportation infrastructure projects, especially those with regional and multi-regional benefits.

Climate, Environment, and Health

The TVC seeks to work collaboratively with federal, state, and regional partners to address the new landscape of year-round wildfires, air quality, public safety power shutoffs, water quality (including PFAS/PFOS contaminants) and supply issues, as well as waste and recycling mandates. The TVC will advocate for increasing financial and technical support in these areas, as well as for investment in key infrastructure at all levels of government.

ATTACHMENT 2

Public Safety
The TVC prides itself on providing the highest quality of life for its residents, businesses, workers, and visitors alike – a critical part of which is ensuring the basic right to safety, without fear of harm to oneself or one's property. As such, the coalition will advocate for reasonable public safety reforms, especially with regard to retail theft, burglary, and assault, all while maintaining a lens of equity.

Economic Development
The Tri-Valley region is an innovation hub that spurs job growth, sustains a healthy economy, and provides a high quality of life for residents and business. Key objectives are developing a healthy workforce; and supporting innovation, capacity building, economic stimulus, and growth in the region.

Affordable Housing and Homelessness
The TVC supports balanced solutions which consider housing, jobs, and transportation together and seeks to support, promote, protect, and increase affordability in the region's housing stock. Key objectives are to work with federal, state, and regional partners to provide funding for affordable housing through a variety of programs and options and to work to address barriers to building housing at Very Low, Low, and Moderate income levels. TVC also remains committed to mitigating and eliminating homelessness, including working with partners at all levels of government to address the root causes of housing insecurity and homelessness.

Mental Health
The TVC recognizes that social services are vital to supporting residents and providing crucial safety net services in our region. While the TVC cities do not provide direct delivery of social services, the Cities seek to work together to support local non-profits and organizations that do provide these services, and advocate together for these vital resources and services from all levels of government. Mental health support is a growing need in our region, and the TVC seeks to advocate for the resources to meet the needs of all our residents.

Fiscal Sustainability
Fiscal Sustainability is an important role for all levels of government. The TVC seeks to advocate against the imposition of unfunded mandates and the removal of funding streams from local governments.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ADOPTING THE 2025-26 STATE AND FEDERAL LEGISLATIVE PLATFORM FOR THE CITY OF LIVERMORE

The proposed 2025-26 City of Livermore State and Federal Legislative Platform ("Platform") will allow the City of Livermore ("City") to quickly respond in support of or in opposition to legislative issues by establishing positions that guide staff's response to legislative bills and their communications with legislators. This is especially important when responding to time-sensitive situations affecting the Livermore community.

The City Council first adopted a formal legislative platform in 2013, and it has adopted an update each year since then. In 2015, the City Council expanded the platform to also provide a guide for federal bill tracking and action.

The 2025-26 Platform proposes City positions in several legislative categories and updates the platform to a two-year cycle. The proposed positions and categories align with community priorities, values, and policy documents. The 2025-26 Platform also reflects adjustments based on evolving City needs, interests, and conditions at the regional, state, and federal levels.

The 2025-26 Platform legislative categories are:

1. Community-Focused Governance
2. Fiscal Stability
3. Affordable Housing and Homelessness
4. Planning and Sustainability
5. Building Safety
6. Infrastructure
7. Job Creation and Economic Development
8. Libraries
9. Public Safety and Emergency Management
10. Science, Technology, and Innovation
11. Transportation and Parking
12. Water

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby adopts the 2025-26 City of Livermore State and Federal Legislative Platform and updates the platform to a two-year cycle, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – City of Livermore 2025-26 State and Federal Legislative Platform

EXHIBIT A

City of Livermore
2025-26 State and Federal Legislative Platform

CITY OF
LIVERMORE
CALIFORNIA

The City of Livermore ("City") 2025-26 State and Federal Legislative Platform ("Platform") highlights the position of the City Council on important issues that align with community goals and policy documents such as the General Plan. City staff monitor bills introduced into the California Legislature and United States Congress. The Platform provides staff direction and allows the City, on the City Council's behalf, to respond quickly in support of or opposition to bills and other legislative or administrative actions in time-sensitive situations. The City Council delegates its authority to the mayor to sign support or opposition letters, consistent with the Platform. Additionally, the Platform enables staff to communicate on behalf of the City to state legislators and federal elected officials.

The Platform is developed through review of City needs and issues, staff input, and review of League of California Cities priorities and strategies. The Platform further reflects legislative priorities of the Tri-Valley Cities. City Council adopted the first Platform in 2013. At its April 13, 2015, meeting, City Council directed staff to use the Platform as a guide for federal bill tracking and action, too.

The 2025-26 City of Livermore Platform categories are:

- Community-Focused Governance
- Fiscal Stability and General Governance
- Affordable Housing and Homelessness
- Planning and Sustainability
- Building Safety
- Infrastructure
- Job Creation and Economic Development
- Libraries
- Public Safety and Emergency Management
- Science, Technology, and Innovation
- Transportation and Parking
- Water

The State and Federal Legislative Platform evolves as City needs adjust, new issues arise, and conditions at the regional, state, and federal levels change. Platform adjustments, whether due to federal policy changes or state policy reactions, may be considered at a future City Council meeting or at the next review in 2027. The Platform is reviewed every two years.

Once approved by the City Council, the 2025-26 State and Federal Legislative Platform will be posted on the City's website at www.LivermoreCA.gov/Legislation. Staff also provides the City Council with periodic updates on letters sent, bill progress, and legislative developments.

When appropriate, the City of Livermore joins its Tri-Valley neighbors to advocate for issues and funding at the regional, state, and federal levels. The cities of Livermore, Dublin, Pleasanton, San Ramon, and the town of Danville develop a Tri-Valley Cities Legislative Framework. The Tri-Valley Framework overlaps many of the items in the City's Platform and

provides another opportunity for advocacy progress and success.

The Tri-Valley Cities Legislative Framework is available to view at www.LivermoreCA.gov/Legislation.

Community-Focused Governance

The City values its ability to create policies that best fit the needs of the Livermore community. It is important to advocate for state legislation the provides framework guidance and allows local implementation.

1. **Support** legislation that enhances or streamlines local governance and allows cities to address the needs of local constituents within a framework of regional cooperation.

2. **Monitor** legislation that affects the ability of City Council to effectively govern.

3. **Monitor** cannabis-related legislation.

4. **Oppose** legislation that would prohibit or limit local governments' ability to contract out for services.

5. **Support** legislation that updates both the Brown Act and Public Records Act regarding electronic records and activities that support local decision-making without significant fiscal impact and new regulations that require staff resources.

6. **Oppose** legislation that requires or expands state involvement in City financial audits, fiscal monitoring, general oversight, or assistance by the State Treasurer, State Controller, or other state agencies.

7. **Support** a wording change in the Communications Act of 1934 that removes the distinction between "capital" and "operating" funds in order to provide more local control for community television stations in the use of their public, educational and government (PEG) channel fees with no rise in taxes or a reduction in revenue to the cable industry.

Fiscal Stability and General Governance

Fiscal stability and financial independence are necessary to provide the desired services and programs for residents and local businesses. City Council policy decisions direct staff to ensure the City's long-term financial stability. Unexpected diversion of local funds by the state or federal government erodes the city's ability to plan and budget for short- and long-term service needs. This also includes advocating for accessible funding mechanisms, responsible labor and employee relations policies, and streamlined regulatory frameworks that reduce unnecessary burdens on local governments.

1. **Oppose** legislation that imposes unfunded or inadequate state or federal mandates.

2. **Support** legislation that updates the tax structure to enhance local government revenues that have declined due to the expansion of e-commerce, increased consumption of services rather than durable goods, and innovations in technology.

3. **Oppose** legislation that reduces local government's ability to levy or update fees.

4. **Monitor** legislation regarding new fees or other revenue enhancements.

5. **Oppose** legislation that reduces or eliminates payments to cities for use of property and rights-of-way for telecommunications.

6. **Support** legislation that provides sustainable and secure public pensions and other post-retirement benefits to ensure responsive and affordable public services.

7. **Support** legislation that streamlines the Workers' Compensation system.

8. **Oppose** legislation that would remove the federal tax exemption for municipal bonds.

9. **Support** legislation that provides accessible funding mechanisms.

10. **Support** legislation that provides responsible labor and employee relations policies.

Affordable Housing and Homelessness

The availability of a suitable living environment is essential to quality-of-life. It is important to support adequate and affordable housing opportunities and housing- related service needs.

1. **Support** regional solutions that balance housing, transportation/transit, job creation and availability of essential infrastructure such as water, schools and public safety facilities. Building housing without adequate infrastructure may exacerbate, not alleviate, the housing crisis.

2. **Support** legislation that protects existing affordable housing stock, including rental apartments, deed-restricted units, and mobile homes, and promotes affordable housing that includes long-term affordability agreements.

3. **Support** legislation that ensures: 1) incentives and density bonus provisions are directly linked to the level and percentage of affordable units provided for each project; and 2) that density bonus incentives, concessions, and waivers cannot be used to reduce the quantity or quality of required affordable units.

4. **Support** legislation that enables cities to develop locally appropriate plans that meet state objectives in a manner that is compatible with existing community character.

5. **Support** legislation that facilitates accessory dwelling units and encourages

development of "missing-middle" housing that is compatible with suburban community character.

6. **Oppose** housing mandates that are not accompanied by funding that can support expanded transportation, transit, and infrastructure, including funding to support adequate water supply, public safety facilities, parks, and new school facilities.

7. **Oppose** housing legislation that results in a net loss of local funding.

8. **Support** housing legislation that promotes the development and enhancement of a diverse workforce, as long as the legislation does not create an unfunded mandate or conflict with local land use authority and financial stability.

9. **Oppose** housing legislation that unduly impacts local taxation capacity or diverts financial resources from essential local public services and infrastructure programs.

10. **Support** legislation that increases financial assistance to cities, non-profit organizations, and local partnerships to provide affordable, supportive and emergency housing to meet the needs of local communities.

11. **Support** legislation that increases financial assistance to cities, non-profit organizations, and local partnerships to provide and promote self- sufficiency for low income or homeless individuals and families through educational, technical and vocational training as well as other related services.

12. **Support** legislation that provides financial assistance, improved access to, and expansion of health care, mental health, and substance use management services for low income or homeless individuals and families.

13. **Support** legislation that removes fair housing barriers and prevents displacement.

Planning and Sustainability

The City prioritizes comprehensive land use planning that creates complete neighborhoods, promotes a jobs/housing match, strengthens Livermore's economic and fiscal base, provides housing choice, promotes local control with public input, streamlines the permitting process, conserves wildlands, promotes environmental stewardship while reducing the City's environmental footprint, and generally improves the community's quality of life.

1. **Oppose** legislation that diminishes cities' decision-making authority over land use decisions, zoning, or permit process and timelines.

2. **Support** legislation preserving or enhancing the federal Community Development Block Grant (CDBG) program.

3. **Support** land use patterns that maintain safe neighborhoods, bolster economic

prosperity, provide local jobs, preserve open space, protect the environment, and enhance overall quality of life.

4. **Oppose** state or federal efforts to further erode local government authority regarding the location or permit review of small cell wireless equipment, cellular towers, transmission sites, or other devices on public infrastructure or in the public right of way.

5. **Support** funding and incentives for smart growth and sustainable development.

6. **Support** CEQA-reform legislation that improves the cost-effective and timely delivery of projects and decreases the ability for spurious lawsuits.

7. **Support** RHNA- and APR-reform legislation that adequately provides necessary housing while reducing municipal administrative burden and ensuring sufficient local infrastructure such as water and other utilities, school and park facilities, and public safety services.

8. **Support** tax rebate programs, like the Williamson Act or Mills Act, to promote agriculture, open space preservation, historic preservation, and good design.

9. **Support** legislation or grant opportunities for cities that provide funding for developing or enhancing alternative vehicle fueling stations.

10. **Support** rebate programs, tax credits, and other financial incentives that encourage property owners to invest in energy efficiency and renewable energy systems, greenhouse gas-reducing technology, and alternative vehicle fueling stations in parking areas.

11. **Monitor** state and federal legislation related to climate adaptation.

12. **Support** measures that increase funding to local governments for landfill diversion programs such as food recovery, composting, and recycling.

13. **Support** Extended Producer Responsibility (EPR) legislation to encourage manufacturers to design environmentally friendly products by holding producers responsible for the costs of managing their products at end of life.

Building Safety

The City prioritizes protection of public health, safety and welfare by proper building design and construction practices.

1. **Support** legislation that increases the safety of buildings, reduces potential hazards and protects against fire and structure collapse.

2. **Support** legislation for seismic earthquake retrofits to protect individuals and structures.

3. **Support** legislation that contributes to the quality and durability of construction methods and materials

4. **Oppose** legislation to restrict number of inspections needed to verify safety of the built environment and other components.

5. **Support** measures to streamline photovoltaic and electrical vehicle charging permitting and installation.

6. **Support** legislation that contributes to the wellbeing of a community, preservation of life safety, and property maintenance.

7. **Support** legislation that promotes barrier removal and sustainable practices in the built environment.

8. **Oppose** legislation that establishes unrealistic timeliness for building project review that will potentially create an unsafe built environment.

Infrastructure

The condition of a city's infrastructure affects the community's quality-of-life. Sewer and water systems, sidewalks, and roads are subject to a wide number of regulations and must be maintained or replaced to ensure the health of the community.

1. **Support** state and federal legislation that would expand connectivity and access to digital resources.

2. **Oppose** legislation regarding infrastructure such as sidewalk repair that increases a city's unfunded infrastructure liability.

3. **Support** state and federal legislation that provides additional funding and/or preferred financing for local critical unmet infrastructure needs.

4. **Support** legislation that reduces or streamlines state and federal permitting requirements.

5. **Support** legislation that enhances the reliability of water transmission and storage through the Delta to the Tri-Valley.

6. **Support** legislation that provides new funding methods for flood control and stormwater management.

7. **Support** legislation that would acknowledge an adopted California Environmental

Quality Act (CEQA) document can be substituted for a federal National Environmental Protection Agency (NEPA) document for infrastructure projects.

8. **Monitor** legislation that alters the state's agency permitting requirements and how they impact the timeliness and viability of natural resource projects planned by government agencies and special districts at the local and regional level including Fish and Game endowments.

Job Creation and Economic Development

The City encourages and supports business through strategic economic development initiatives. Fostering a strong business environment requires job creation, educational opportunities, and workforce development programs.

1. **Support** legislation that enhances or expands community and economic development tools and funding to address development and revitalization needs.

2. **Support** legislation or grants that focus on downtown development.

3. **Support** legislation that promotes and funds workforce development and re-training efforts focused on high-skilled jobs required by emerging industries.

4. **Support** legislation that encourages entrepreneurship, facilitates resource-sharing models, or otherwise reduces barriers to entry for small business.

5. **Support** legislation that provides insurance or loan guarantees for small business loans during recessionary periods.

6. **Support** legislation or grants that focus on walkable, transit oriented, and complete districts with access to jobs and services.

Libraries

The Livermore Public Library connects people with information and education, and inspires experiences that support lifelong learning, personal growth, and enhanced quality of life. With strong community support, the Library offers programs, materials, materials, and services most valued by residents.

1. **Support** legislation that increases financial assistance to cities to fund and promote local library programs and literacy services.

2. **Support** legislation that seeks to close the digital divide through funding local library efforts to provide broadband internet and technology through devices such as hotspots, computers, and tablets, for community members to access.

3. **Support** legislation and funding efforts relating to early literacy, school readiness,

adult literacy, career development, vocational support, and assistance to vulnerable and under-served populations.

4. **Oppose** censorship and efforts to limit the public's intellectual freedom and access to information and resources.

5. **Support** the enhancement of inclusivity, efforts to offer open and unfettered access to information, the exchange of ideas, and the welcoming of all people to express themselves regardless of their politics or beliefs.

6. **Support** legislation that fosters growth during the transformation of libraries and library services in a dynamic and increasingly global digital information environment.

7. **Support** legislation that protects the privacy of patrons and their associated library records and data.

8. **Support** legislation that enhances equitable, diverse, and inclusive initiatives and opportunities.

Public Safety and Emergency Management

Effective public safety significantly enhances a community's quality of life. Maintaining a strong safety presence requires ongoing local, regional, state, and federal support.

1. **Support** legislation and grants that fund police and fire equipment upgrades, training, and capital improvements.

2. **Support** legislation promoting and funding emergency management preparedness and recovery efforts.

3. **Support** legislation that maintains and increases grant funding for the Community Oriented Police Services (COPS) hiring program.

4. **Monitor** legislation pertaining to unmanned aircrafts (drones) and Federal Aviation Administration regulations.

5. **Support** legislation to increase penalty for prohibited persons in possession of firearms and use of firearms in the commission of a crime.

6. **Support** legislation that penalizes individuals who engage in drug and/or distracted driving activities.

7. **Support** legislative efforts to address the negative impacts of Proposition 47 (Reduced Penalties for Some Crimes, 2014) and Proposition 57 (Parole for Non-

Violent Criminals and Juvenile Court Trial Requirements Initiative, 2016) and provide local law enforcement with tools to reduce criminal activity.

8. **Support** legislation that would provide funding and increase access to mental health care, response to mental health-related calls for service, and drug/ alcohol treatment programs.

9. **Support** legislation that improves the availability of fire insurance, increases transparency requirements for policy cancellations, and establishes consistent criteria when determining coverage eligibility.

10. **Support** legislation that provides reasonable public safety reforms, especially regarding retail theft, burglary, assault, and e-bike limitations and enforcement.

Science, Technology, and Innovation

As the only City in the United States with two national laboratories, science, technology, and innovation play an important role in the Livermore economy, workforce, and community values. Additionally, the City partnership with the labs and i-GATE fosters innovation, job creation, and economic development opportunities.

1. **Support** legislation that advances or encourages innovation, entrepreneurship, start-ups, small business opportunities, and/or workforce development.

2. **Support** legislation that encourages the expansion of STEM (Science, Technology, Engineering, and Mathematics) programs in K-12, higher education, libraries, and community-based organizations.

3. **Support** legislation that encourages and supports the transfer of technology from the national laboratories through partnerships with local companies.

4. **Support** legislation that provides competitive grants, state partnerships, or other resources to encourage innovation and the science, technology, and innovation economies.

5. **Support** legislation that improves the abilities of the federal laboratories to update or expand their infrastructure.

Transportation and Parking

Regional and local transportation play a key role in a community's economic vitality and quality-of-life.

1. **Support** legislation that reduces congestion along Tri-Valley area freeways or reduces truck traffic along I-580 through roadway or rail improvements.

2. **Support** legislation that enhances the ability of local agencies to finance local transportation programs and facilities.

3. **Support** legislation that facilitates connectivity between major regional rail/transit systems.

4. **Support** legislation that provides incentives for rail and multimodal transit stations and transit-oriented development projects.

5. **Oppose** legislation mandating “one-size-fits-all” parking space requirements for future housing, entertainment, or retail developments or impinging on how parking spaces can be used.

6. **Support** legislation that provides incentives for shared public/private partnerships.

7. **Monitor** legislation that defines "high quality transit" for purposes of transit-oriented development as anything with service headways above hourly. Review on case-by-case basis to determine any impacts and/or benefits.

8. **Support** legislation to encourage the sale of unleaded fuel and assistance to pilots for Supplemental Type Certificate acquisition for non- American Society for Testing and Materials unleaded fuels at airports nationwide.

9. **Support** legislation that supports and funds multi-modal improvements that expand and enhance resources for pedestrians and cyclists.

Water

Water, both quantity and quality, is essential to residential quality-of-life as well as agricultural and economic vitality and growth.

1. **Oppose** legislation that imposes a state tax or fee on customers of a public water system for drinking water.

2. **Monitor** legislation developing new water conveyance systems such as peripheral canals or tunnels (as mentioned in the proposed Bay Delta Conservation Plan) to deliver adequate water to the Tri-Valley and the Silicon Valley.

3. **Support** legislation that expands the production and use of recycled water or increases local control of water supplies.

4. **Oppose** legislation that expands statewide mandatory water conservation and/or rationing unless the conservation measures are triggered in response to specific local water supply conditions.

5. **Support** legislation that allows, but not mandates, direct and indirect potable water

reuse.

6. **Oppose** legislation that allows the State Water Resources Control Board or Regional Water Quality Control Board to establish more stringent, clean water objectives unless the legislation provides a demonstrated water quality benefit as well as the means for jurisdictions to achieve the objectives.

7. **Support** regulations to protect drinking water from the impacts of hydrological fracturing (hydro-fracking) related to oil and gas exploration and extraction.

8. **Support** legislation and programs that make water, sewer, and/or storm services more affordable for customers.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.13**

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of the City Council 2026 Meeting Calendar.

RECOMMENDED ACTION

Staff recommends the City Council approve the 2026 Meeting Calendar. Staff is prepared to make adjustments if a Council Member identifies a scheduling or holiday conflict to ensure all members of the Council can participate in meetings.

SUMMARY

Each year the City Council approves a calendar of regular meetings for the coming year. The 2026 Meeting Calendar is presented here for approval.

DISCUSSION

In accordance with the City Council Rules of Procedures, each July the City Council approves an annual calendar for the coming year. Regular meetings are generally scheduled on the second and fourth Monday of each month. Meetings are not scheduled on legal holidays. In keeping with past practice, only one meeting is scheduled during the months of August and December. The August meeting is traditionally cancelled due to lack of pressing business.

Special meetings and workshops may be called by the Mayor or by a majority of Council Members as needed. Special meetings or workshops will be held on the third Monday of the month if needed. The City Council may also amend the regular meeting schedule throughout the year when necessary.

Livermore City Council 2026 Meeting Calendar

Date	Type	Date	Type
01/12/2026	Regular Meeting	07/13/2026	Regular Meeting
01/26/2026	Regular Meeting	07/27/2026	Regular Meeting
02/09/2026	Regular Meeting	08/10/2026	Regular Meeting

02/23/2026	Regular Meeting	09/14/2026	Regular Meeting
03/09/2026	Regular Meeting	09/28/2026	Regular Meeting
03/23/2026	Regular Meeting	10/12/2026	Regular Meeting
04/13/2026	Regular Meeting	10/26/2026	Regular Meeting
4/27/2026	Regular Meeting	11/09/2026	Regular Meeting
05/11/2026	Regular Meeting	11/23/2026	Regular Meeting
06/08/2026	Regular Meeting	12/14/2026	Regular Meeting
06/22/2026	Regular Meeting		

FISCAL AND ADMINISTRATIVE IMPACTS

While City Council meetings require considerable staff resources to prepare for and facilitate, administrative impacts from adopting the proposed meeting calendar are incorporated into each department's work plan. Other fiscal impacts associated with City Council meetings include broadcast and recording services, technical support, and incidental costs such as renting special meeting locations, providing translation services upon request, and staff time are included in the FYs 2025-2027 budget.

COMMUNITY PILLAR

5: A City That Works

GOAL

1: Engage effectively with the Mayor and City Council

ATTACHMENTS

Prepared by: Debbie Elam
City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Public Hearing to consider protests related to the non-payment of solid waste, recycling, and organics handling services provided by Livermore Sanitation for collection on the County Assessor tax roll.

RECOMMENDED ACTION

Staff recommends the City Council hold a Public Hearing to:

1. Consider protests related to the non-payment of solid waste, recycling, and organics services;
2. Adopt a resolution overruling protests;
3. Confirm the Fiscal Year 2023-2024 assessments if applicable;
4. Direct staff to forward a finalized copy of the assessment report to the County Tax Assessor; and
5. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

SUMMARY

Currently, Livermore Sanitation, Inc. (LSI) has approximately 29,000 accounts. Of those, 22 are owner-occupied residences which are more than 12 months behind on payment. These debts are from unpaid charges from Fiscal Year 2023-2024 (7/2023 - 6/2024). Despite repeated notifications from LSI, and four notices from the City of Livermore, the accounts continue to be significantly overdue. As provided for in Government Code section 25831 and Livermore Municipal Code section 8.08.160, LSI may assign to the City all of LSI's rights to collect these delinquent accounts for the City to pursue collections.

Therefore, staff recommends that the City Council consider protests and adopt a resolution confirming the Fiscal Year 2023-2024 assessments, and directing staff to forward a finalized copy of the assessment report to the County Tax Assessor listed in Exhibit A.

DISCUSSION

Per Livermore Municipal Code 8.08.030, all properties are required to subscribe to solid waste, recycling, and organics services provided by Livermore Sanitation, Inc. (LSI). Additionally, the Municipal Code states that property owners are responsible to pay for solid waste, recycling, and organics service at

rates approved by the City Council.

Due to the possibility of waste accumulation and vermin infestation, LSI is not permitted to discontinue providing service for non-payment. Continual service also helps preserve property values and quality of life by reducing illegal dumping and blighted neighborhoods.

LSI has two billing cycles; residential accounts are billed quarterly, and commercial accounts are billed monthly. According to the Third Amended and Restated Agreement between the City of Livermore and LSI for Solid Waste, Recyclable Materials, and Compostable Materials Services (Franchise Agreement), if LSI does not receive payment after 30 days from the date of the invoice, a notice is sent to the account holder. If an account lapses to 60 days past due, a second notice, if applicable, is sent to the account holder. Concurrently, residential service is reduced to one 20-gallon garbage cart with no recycling or organics service. Commercial service is reduced to one 32-gallon garbage cart with no recycling or organics service. Collection calls to the account holder are documented and invoices including the outstanding amount are continued.

In addition to LSI's collection efforts, the City of Livermore sends four notices to affected account holders advising of intent to assess their property. This year, the first notice was mailed on April 7, 2025. The second notice was mailed on April 25, 2025. The third notice was mailed on May 16, 2025. The fourth notice was mailed on June 20, 2025. All letters advised the account holder of the scheduled Public Hearing on July 14, 2025.

In previous years, both owner-occupied and tenant-occupied properties were the subject of assessments. This year, LSI opted to only assess owner-occupied accounts, listed in Exhibit A. For future assessments, LSI will either continue with this approach or begin sending past-due notices to both tenant-occupied and owner-occupied accounts.

Upon confirmation by the City Council, City staff will send the final assessment list to a consultant to verify addresses and then send the information to be placed on the County tax roll at a cost of approximately $500. All assessments are cleared in five years, or once a property is sold by the owner or Alameda County, and past due funds are paid to LSI.

As of the writing of this report, of the approximately 29,000 LSI accounts, 22 accounts are more than 12 months past due. These debts are unpaid charges from Fiscal Year 2023-2024 (7/2023 - 6/2024). There are 2 accounts scheduled for assessments this year that have been assessed in prior years. All 22 accounts are residential accounts that are more than 12 months past due.

The amount and number of accounts eligible for assessment may decrease after publication of this report since account holders may settle their account until 7:00 pm on the evening of the July 14, 2025 Public Hearing. This payment cutoff date is necessary in order for this assessment to be included in the Fiscal Year 2025-2026 County Tax Assessor's billing.

If confirmed by the City Council, all outstanding debt that is more than 12 months overdue will be assigned by LSI to the City, for the City to pursue collections as provided for in Government Code section 25831 and Livermore Municipal Code section 8.08.160.

Staff recommends that the City Council consider protests and adopt a resolution confirming the Fiscal Year 2023-2024 assessments, directing staff to forward a finalized copy of the assessment report to the

County Tax Assessor.

FISCAL AND ADMINISTRATIVE IMPACTS

The net value of the assessments is approximately $18,465 which represents debts that are at least 12 months old. This will be the amount remitted to the City and passed through to LSI when received. In addition to administrative fees necessary to recover the cost of processing these assessments, the General Fund also receives an 11% franchise fee.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

2: Manage the City's solid waste contract and develop and implement the City's recycling program ensuring compliance with state and local regulations

ATTACHMENTS

1. Resolution
2. Exhibit A - Property Assessment - Solid Waste and Recycling

Prepared by: Anna Zamboanga
Recycling Specialist

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION CONSIDERING AND OVERRULING OBJECTIONS AND PROTESTS TO DELINQUENT SERVICE FEES AND CONFIRMING ASSESSMENTS – LIVERMORE SANITATION ACCOUNTS

The City initiated collection procedures for delinquent payments and penalties for waste collection services as authorized by Livermore Municipal Code section 8.08.160 and Government Code sections 38790.1 and 25831, which included causing notice of the hearing to be mailed to landowners for the properties listed in Exhibit A not less than 10 days before the public hearing to confirm the assessments.

On July 14, 2025, the City Council conducted a public hearing to hear any and all objections or protests by landowners liable to be assessed for delinquent fees, identified in the attached Exhibit A, for unpaid invoice amounts.

The City Clerk of the City of Livermore has, within the time required by law, prepared the assessment list and caused it to be posted in the same locations as the agenda for the City Council's meeting on July 14, 2025, with the time shown when said list has been submitted to the City Council for confirmation.

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

1. All objections and protests, if any, have been overruled by motion of the City Council.

2. The delinquencies and penalties listed in the attached Exhibit A are hereby confirmed by the City Council as submitted.

3. The outstanding amounts of overdue solid waste accounts with Livermore Sanitation Inc. shall become an assessment on the property for the unpaid invoiced amount and placed on the County tax roll.

4. The City Manager is authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

*/s/ Jason Alcala*_____
Jason Alcala
City Attorney

Exhibit A – Lien Assessments

EXHIBIT A

Property Assessment - Solid Waste and Recycling

APN	Service Address	Potential Lien Amount
98-412-20	1716 PEDROZZI CMN	$623.99
99B-8115-109	1981 CORIANDER CMN	$426.66
99-192-30	57 YELLOWSTONE WAY	$623.99
98A-449-1	3916 DUKE WAY	$897.45
98-388-86	720 LAUREL DR	$442.34
98-349-28	1574 LOCUST ST	$429.82
99A-1503-59	5417 LAWSON CT	$429.82
98-395-2	620 HANOVER ST	$428.24
99-187-40	868 TANAGER RD	$621.64
99B-8115-10	6803 TIFFANY CMN	$442.80
98-387-73	726 ORIOLE AVE	$991.09
99B-8132-60	1054 FLURRY DR	$567.30
99-302-73	930 CAMELIA DR	$820.05
98-223-4-2	625 N K ST	$561.08
98A-416-19	388 PESTANA PL	$676.22
99-307-25	791 WILLIAM DR	$200.81
98-304-25-1	1374 OLIVINA AVE #BACK	$1,402.78
99B-5207-93	5510 IDLEWILD	$1,296.26
98-227-1-13	556 N LIVERMORE AVE	$1,236.77
97-148-22	1730 HEIDELBERG DR	$899.19
98-395-68	840 HANOVER ST	$737.58
98-356-54	923 VENTURA AVE	$453.60

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Public Hearing to receive and consider the Comprehensive Housing Update to the Livermore Development Code and establishment of Mixed-Use and Multifamily Objective Design Standards (Development Code Amendment (DCA) 23-001 and Policy Proposal (POL) 25-001)

RECOMMENDED ACTION

The Planning Commission and staff recommend the City Council:

1. Adopt a resolution finding the project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15061(b)(3) and Government Code Sections 65852.2, 65852.21, 65852.24, 65912.114 and 65912.124;
2. Adopt a resolution approving the Mixed-Use and Multifamily Objective Design Standards;
3. **Introduce an ordinance**, and waive the first reading, repealing Development Code housing sections 6.02.030 Density Bonus, 6.03.060 Emergency Shelters, 6.03.070 Farmworker Housing, 6.03.080 Mobile Homes and Mobile Home Parks, 6.03.120 Accessory Dwelling Units, and 10.06.050 Affordable Housing, and adopting a new “Part 11 Housing” chapter in the Development Code;
4. **Introduce an ordinance**, and waive the first reading, amending Development Code sections 9.07.020 Applicability, 9.07.030 (Table 9.3 Review Authority for Site Plan and Design Review), 9.07.040 Application Filing, Processing, and Review, of “Part 9 Permits and Approvals”, and sections 10.01.050 (Table 10.1 Subdivision Review Authorities), and 10.02.050 Tentative Map Public Hearing and Action of "Part 10 Subdivisions"; and
5. **Introduce an ordinance**, and waive the first reading, amending various Development Code sections for internal consistency with new “Part 11 Housing” and amendments to “Part 9 Permits and Approvals” and “Part 10 Subdivisions”.

SUMMARY

The Planning Commission and City staff recommend a comprehensive update of the Livermore Development Code (LDC) to incorporate various state housing laws, establish legally enforceable citywide Objective Design Standards applicable to multifamily residential and mixed-use residential

projects, and increase project review streamlining. In addition to compliance with state housing law, these changes help to implement policies contained in the City's adopted 2023-2031 Housing Element.

This project proposal includes the following primary components:

- A new Part 11 Housing chapter in the LDC to provide the regulations, standards, and review procedures for various types of housing and mixed-use development projects in the city, and bring the LDC into compliance with state housing law;
- New legally enforceable Mixed-Use and Multifamily Objective Design Standards for multifamily residential and mixed-use development projects in residential and commercial areas;
- Additional housing-related updates to the Development Code pertaining to project review streamlining and public noticing, consistent with Housing Element policy.

DISCUSSION

Background

As the availability of housing across California has failed to meet demand and concerns about housing affordability have increased, state legislation to spur and incentivize residential development has increased.

Beginning in 2015, the state began issuing regulations and passing new laws aimed at reducing barriers to housing production. The state has taken an increasingly active role in legislating the local housing permitting process since then and has passed over 100 new laws in just the past 5 years.

Changes in state law, including the adoption of Senate Bill 35 (2017), Senate Bill 330 (2019), and Assembly Bill 2011 (2022), require that for certain types of housing and mixed-use projects, jurisdictions may only consider objective criteria. This limits the City’s ability to evaluate projects using the 2004 Design Standards and Guidelines; however, state law still allows the City to enforce objective design standards that are measurable and verifiable against specific criteria, commonly understood by all who participate in the development process, and do not require interpretation or judgement.

Livermore's Design Standards and Guidelines were adopted in 2004, and the LDC was last comprehensively updated in 2010. In 2023, in conformance with state housing requirements, the City Council adopted Livermore's 2023-2031 Housing Element, which contains a series of policies that seek to implement and codify state housing law, further production of all housing types, streamline the housing permit review process, establish Objective Design Standards, and update the LDC.

After adoption of the Housing Element, the City Council authorized staff to enter into an agreement with a legal consultant, Shute, Mihaly & Weinberger, to assist in updating the City's codes and design standards to conform to state law. Staff has also worked with an outside volunteer design committee made up of local architects, urban designers, and planners to develop the Objective Design Standards.

This project is being funded in part by a grant of approximately $103,000 that the City received from the California Department of Housing and Community Development (HCD) through the Local Early Action Planning (LEAP) program.

Project Description for Proposed Livermore Development Code (LDC) Amendments

Part 11 Housing

Proposed LDC updates include a new draft LDC chapter entitled “Part 11 Housing” (see Attachment 13, Exhibit B), consisting of both entirely new chapters and chapters that previously existed in other parts of the Code that were re-written and relocated into Part 11 (Note: While the new Part 11 Housing does contain some previous sections of the LDC that have been relocated, Exhibit B displays all sections as new code (without strikethroughs or underlines) given the significant changes made to these sections).

The option to use a Development Agreement to deviate from certain affordable housing and design requirements was incorporated into Part 11 Sections 11.70 Affordable Housing and 11.60 Streamlined Review and Objective Design Standards, respectively, and the following are areas within the new Part 11 where substantive local discretion was exercised, as afforded by state housing law:

- **Accessory Dwelling Units (ADUs).** Staff prepared objective historic regulations and design standards for ADUs, regulating features like building placement with respect to historic structures, color, materials, and usable open space. The City cannot limit ADUs to one-story or require greater setbacks for two-story ADUs; however, detached ADUs would be limited to between 16 and 20 feet in height, depending on roof pitch, and attached ADUs would be limited to 25 feet in height or the height limit that applies to the primary dwelling, whichever is lower. The proposed standards comply with state law without being more permissive than state law requires.

- **Two Unit Residential Development and Urban Lot Splits (SB9 Units).** Staff prepared objective standards and regulations to limit SB9 unit height to be no higher than the underlying zoning district height, to regulate building design and landscaping, and to prohibit projects on historic properties.

- **Residential Development in Non-Residential Zoning Districts**. Staff drafted standards requiring at least 50% of ground floor square footage be dedicated to commercial and/or office use, for residential projects proposed in commercial or office districts.

- **Streamlined Review of Eligible Subdivisions**. Parcels created pursuant to Eligible Subdivisions state law (SB 684) shall be approved ministerially and without a public hearing. This applies to projects with 10 or less parcels and 10 or less units in single or multi-family zones on urban infill sites. The resulting lots may be as small as 600 square feet, if located in multi-family zones, and as small as 1,200 square feet if located in single family zones. Based on available City discretion, staff is proposing to prohibit parcels created pursuant to Eligible Subdivisions from being further subdivided via Urban Lot Splits (SB 9) and from having ADUs/JADUs constructed on them (but they are allowed to have a home up to 1,750 sq. ft on the new lot). The draft section on Eligible Subdivisions is shown in Part 11, Chapter 11.69 of the proposed Development Code (Attachment 11, Exhibit B)

Mixed-Use and Multifamily Objective Design Standards

The project proposal also includes Mixed-Use and Multifamily Objective Design Standards document (see Attachment 10, Exhibit B). As proposed within the draft document, project applicants choose, based on the project location, to use one of the specified architectural styles, combined with one building form

and one frontage type. Projects would also be subject to various universally applicable “Universal Objective Design Standards”, relating to architecture, building form, site planning, and landscaping, regardless of specific architectural style, building form, frontage type, or geography.

As proposed in new “Part 11 Housing”, all multifamily and mixed-use residential development projects that contain more than 10 residential units, shall either:

1. Comply with all requirements of the Mixed-Use and Multifamily Objective Design Standards (MODS); or
2. Pursue an Alternative Design Plan.
    - The Alternative Design Plan would allow for a project to deviate from any objective design standard(s) of the MODS.
    - A project seeking an Alternative Design Plan must enter into a Development Agreement with the City, as authorized by the City Council to ensure the design deviations are acceptable to the City and that appropriate public benefits justify the deviation.

Permit Streamlining Amendments

Staff prepared draft amendments to the existing LDC in "Part 9 Permits and Approvals" and "Part 10 Subdivisions" (see Attachment 16, Exhibit B) to modify the City's existing development review authority requirements and streamline residential entitlement review. As proposed, certain projects that would currently require City Council review would require only Planning Commission review, and certain projects that currently require Planning Commission Review would only require staff-level review. In any case, the following provisions would apply:

- Revised Review Authority
    - Staff is decision maker on projects of 39 units or less;
    - Planning Commission is decision maker for projects of 40-149 units outside a Specific Plan or Neighborhood Plan and 40 units or more inside a Specific Plan or Neighborhood Plan;
    - City Council is decision maker for projects of 150 units or more outside of a Specific Plan or Neighborhood Plan.
- Any action or decision by the Commission, Historic Preservation Commission, Director, or Department staff in compliance with the LDC may be appealed, including by a Council Member acting as an individual;
- All project entitlements shall be reviewed by the highest review authority for which review is required for any of the entitlements, as specified in the LDC;
- Projects within the Downtown Specific Plan with proposed height exceptions taller than 3 floors/45 feet are subject to Planning Commission and City Council Review; and,
- The Planning Commission, and City Council as applicable (project appeal), shall be the review authority for any Administrative Design Review that requires a California Environmental Quality Act (CEQA) Negative Declaration or Environmental Impact Report.

Based on direction from the Planning Commission, staff incorporated new draft public noticing requirements for staff-level residential development applications received by the City. It requires applicants to post a physical sign notice of application at the project site. The sign notice would be either 4 square foot or 32 square feet, depending on the size of the project site.

Internal Consistency Amendments

Finally, staff prepared a list of various LDC amendments (see Attachment 19, Exhibit B) required for internal code consistency with new “Part 11 Housing” and amendments to “Part 9 Permits and Approvals” and “Part 10 Subdivisions”. This includes renumbering existing Part 11 Definitions to Part 12, and existing Part 12 Zoning Map to Part 13, among other changes.

PLANNING COMMISSION

At a publicly noticed Planning Commission Study Session on May 6, 2025, staff presented the draft framework for the Comprehensive Housing Update and Citywide Objective Design Standards and summarized various applicable state laws (see Attachment 4 (Staff Report) and Attachment 5 (Meeting Minutes)). Staff recommended the Planning Commission receive the staff report and provide discussion and direction.

The Commission provided feedback and reached consensus supporting the overall draft framework of the code updates. The Planning Commission had specific comments and discussion on Accessory Dwelling Units, staff-level approval of residential projects and how neighbors and decisionmakers will be informed, and the proposed architectural styles.

At a noticed Planning Commission Public Hearing on June 3, 2025, staff presented complete drafts of the Comprehensive LDC Housing Update and Citywide Mixed-Use and Multifamily Objective Design Standards to the Planning Commission for review and feedback and proposed the Planning Commission recommend the project for City Council approval. (See Attachment 1 Staff Report, and Attachment 2 Draft Meeting Minutes.

Planning Commission recommended the City Council approve the Comprehensive LDC Housing Update and Mixed-Use and Multifamily Objective Design Standards with the following changes, which have been incorporated by staff.

- Add language to the Mixed-Use and Multifamily Objective Design Standards Introduction Section that Part 11 prevails over the other parts of the LDC;
- Add to the Mixed-Use and Multifamily Objective Design Standards Glossary Section definitions for “California Native species,” “Invasive species,” and “Pollinators”;
- Add a note to Table 9.3 of the LDC referencing the Mixed-Use and Multifamily Objective Design Standards and its applicable projects; and
- Modify Chapter 11.50 "Two-Unit Residential Developments and Urban Lot Splits" (11.50.040.b.2.c) to indicate, “Height. Each unit shall meet the standards of the underlying zoning district”.

PUBLIC COMMENTS

On the day of the June 3 Planning Commission meeting, the Planning Division received a comment letter pertaining to new Chapter 11.30: Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) (see Attachment 3) and a comment letter pertaining to Chapter 11.50: Two-Unit Residential Developments and Urban Lot Splits (see Attachment 3). Both letters were sent by the same organization. Information presented in the letter pertaining to Chapter 11.50 prompted staff to recommend that Planning Commission recommend the following change:

- Modify Chapter 11.50 "Two-Unit Residential Developments and Urban Lot Splits" (11.50.040.b.2.c) to indicate, “Height. Each unit shall meet the standards of the underlying zoning district”.

Regarding the letter pertaining to Chapter 11.30, staff finds draft Chapter 11.30 to be consistent with State law and guidance contained in the California Department of Housing and Community Development Accessory Dwelling Unit Handbook (January 2025), since draft Chapter 11.30 contains Section 11.30.030 "Circumstance Under Which Compliance is Not Required", which specifies that under no circumstance shall a requirement of the Chapter prohibit the development of the specific Accessory Dwelling Units, and Junior Accessory Dwelling Units, guaranteed by State law.

No other public comments were received in writing or delivered at either of the two Planning Commission meetings.

GENERAL PLAN CONSISTENCY

The project is consistent with Livermore’s General Plan Housing Element and implements the following policies:

- Policy 1.3: Update the Development Code to simplify standards, expand opportunities for a greater variety of housing types, and maintain consistency with State law.
    - A: Continue to facilitate development of Accessory Dwelling Units (ADUs) by maintaining standards that are consistent with State law.
    - E: Establish standards consistent with Senate Bill 9 to allow ministerial two-unit residential developments and lot splits in single-family zones.
    - Establish Objective Design Standards to facilitate streamlined project permitting.
- Policy 1.4: Reduce governmental constraints on housing development through permit streamlining, reasonable development fees, and transparent and accessible information.
    - A: Identify opportunities to streamline permitting processes, including ministerial approvals.

CLIMATE ACTION PLAN CONSISTENCY

Standards contained within the Mixed-Use and Multifamily Objective Design Standards that are relevant to the City’s Climate Action Plan strategies are denoted with a grape leaf symbol within the document.

The standards promote environmental sustainability, climate resiliency, and public safety. The standards are intended to reduce the urban heat island effect, mitigate wildfire risks, improve air quality, and enhance overall community well-being by incorporating climate-responsive strategies into site and building design.

The standards are consistent with and advance key objectives in the Livermore General Plan, the Climate Action Plan, the Local Hazard Mitigation Plan, and the Livermore Fire Code. They support the City’s broader goals of sustainability, environmental stewardship, and hazard mitigation by embedding resiliency and health-promoting features into the development process.

ENVIRONMENTAL DETERMINATION

The project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant

to CEQA Guidelines Section 15061(b)(3) and Government Code Sections 65852.2, 65852.21, 65852.24, 65912.114 and 65912.124. The adoption of local ordinance and objective design standards, by themselves, do not dictate development and present no possibility of a significant impact on the environment.

FISCAL AND ADMINISTRATIVE IMPACT

The consultant contract costs for the project were funded 58% by the City's General Fund and 42% by a grant from HCD. Codifying and simplifying numerous state laws into a single document, streamlining review procedures, establishing easy to follow objective design standards, and increasing legal clarity around each law will increase efficiency for the City and those seeking to build housing in the City.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

14: Update development standards, codes, and ordinances.

GUIDING DOCUMENTS

General Plan and Development Code

ATTACHMENTS

1. Planning Commission Staff Report - June 3, 2025
2. Planning Commission Draft Meeting Minutes - June 3, 2025
3. Planning Commission Public Comments - June 3, 2025
4. Planning Commission Study Session Staff Report - May 6, 2025
5. Planning Commission Meeting Minutes - May 6, 2025
6. Resolution - CEQA
7. Exhibit A - Resolution No. 17-25
8. Resolution - MODS
9. Exhibit A - Resolution No. 18-25
10. Exhibit B - MODS
11. Ordinance - Part 11
12. Exhibit A - Resolution No. 19-25
13. Exhibit B - Part 11
14. Ordinance - Permit Streamlining
15. Exhibit A - Resolution No. 20-25
16. Exhibit B - Permit Streamlining
17. Ordinance - Internal Consistency
18. Exhibit A - Resolution No. 21-25
19. Exhibit B - Internal Consistency

Prepared by: Steve Riley
Planning Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

PLANNING COMMISSION STAFF REPORT **ITEM NO. 5.1**

DATE: June 3, 2025

TO: Chairperson and Members of the Planning Commission

FROM: Steve Riley, Planning Manager

SUBJECT: Comprehensive Housing Update to the Livermore Development Code and Mixed-Use and Multifamily Objective Design Standards (Development Code Amendment (DCA) 23-001 and Policy Proposal (POL) 25-001).

RECOMMENDED ACTION

Staff recommends the Planning Commission adopt the attached resolutions recommending the City Council:

1. Adopt a resolution finding the project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) and Government Code Sections 65852.2, 65852.21, 65852.24, 65912.114 and 65912.124;
2. Adopt a resolution approving the Mixed-Use and Multifamily Objective Design Standards;
3. Adopt an ordinance repealing Development Code housing sections 6.02.030 Density Bonus, 6.03.060 Emergency Shelters, 6.03.070 Farmworker Housing, 6.03.080 Mobile Homes and Mobile Home Parks, 6.03.120 Accessory Dwelling Units, and 10.06.050 Affordable Housing, and adopting a new “Part 11 Housing” chapter in the Development Code pertaining to all forms of housing;
4. Adopt an ordinance amending Development Code sections 9.07.020 Applicability, 9.07.030 (Table 9.3 Review Authority For Site Plan and Design Review), 9.07.040 Application Filing, Processing, and Review, of “Part 9 Permits and Approvals”, and sections 10.01.050 (Table 10.1 Subdivision Review Authorities), and 10.02.050 Tentative Map Public Hearing and Action of "Part 10 Subdivisions", to increase project review streamlining; and
5. Adopt an ordinance amending various Development Code sections for internal consistency with new “Part 11 Housing” and amendments to “Part 9 Permits and Approvals” and “Part 10 Subdivisions”.

SUMMARY

City staff is proposing a comprehensive update of the Livermore Development Code (LDC) to incorporate various state housing laws, increase project review streamlining, and establish citywide Objective Design Standards applicable to multifamily residential and mixed-use residential projects. These changes help to further implement policies in the City's adopted 2023-2031 Housing Element.

This project proposal includes the following primary components:

- A new housing chapter in the LDC to provide the regulations, standards, and review procedures for various types of housing and mixed-use development projects in the city, and bring the LDC into compliance with state housing law;

- New Mixed-Use and Multifamily Objective Design Standards for specific types of multifamily residential and mixed-use development projects in residential and commercial areas;

- Additional housing-related updates to the Development Code, not required by state law, pertaining to project review streamlining and public noticing consistent with Housing Element policy.

DISCUSSION

Background

As the availability of housing across California and the nation has failed to meet demand and concerns about housing affordability have increased, state legislation to spur and incentivize residential development has increased.

Beginning in 2015, the state began issuing regulations and passing new laws aimed at reducing barriers to housing production. The state has taken an increasingly active role in legislating the local housing permitting process since then and has passed over 100 new laws in just the past 5 years. The City is obligated to follow state law and should therefore periodically modify its policies and standards to be consistent with state law.

Livermore's Design Standards and Guidelines were adopted in 2004, and the Development Code was last comprehensively updated in 2010. In 2023, in conformance with state housing laws, the City Council adopted Livermore's 2023-2031 Housing Element, which contains a series of policies that seek to implement and codify state housing law, further production of all housing types, streamline the housing permit review process, establish Objective Design Standards, and update the LDC.

After adoption of the Housing Element, the City Council authorized staff to enter into an agreement with a legal consultant, Shute, Mihaly & Weinberger, to assist in updating the City's codes and design standards to conform to state law. Staff has also worked with an outside volunteer design committee made up of local architects, urban designers, and planners to develop the Objective Design Standards.

This project is being funded in part by a grant of approximately $103,000.00 the City has received from the California Department of Housing and Community Development (HCD) through the Local Early Action Planning (LEAP) program.

Planning Commission Study Session

At a publicly noticed Study Session that occurred on May 6, 2025, staff presented the draft framework for the Comprehensive Housing Update and Citywide Objective Design Standards to the Planning Commission and summarized various applicable state laws (see Attachment 6 May 6, 2025 Study Session Staff Report). Staff recommended the Planning Commission receive the staff report and provide

discussion and direction on the following:

1. The areas of local discretion afforded in state housing law;
2. The proposed Development Agreement pathways for affordable housing and design;
3. The proposed review authority framework for permit streamlining;
4. The applicability of the Objective Design Standards; and
5. The proposed Objective Design Standard architectural styles, building forms, and frontage types.

The Commission provided feedback and reached consensus supporting the overall draft framework, as well as staff's general recommendations related to the above. The Planning Commission had specific comments and discussion on Accessory Dwelling Units, staff level approval of residential projects and how neighbors and decision makers will be informed, and architectural styles. Staff have incorporated Planning Commission's recommendations into the draft LDC update.

Comprehensive Development Code Update

New Housing Chapter - Part 11

Staff has incorporated feedback received at the Study Session into a new draft LDC chapter entitled "Part 11 Housing" (see Attachment 4), to provide regulations, standards, and review procedures for various types of housing and mixed-use development projects in the city and bring the LDC into compliance with state housing law. Note that while the new Part 11 Housing does contain some previous sections of the Development Code that have been relocated, Attachment 4 displays all sections as new code (without strikethroughs or underlines) given the significant changes made to even those topics that previously existed in the LDC under a different section.

The option to use a Development Agreement to deviate from certain affordable housing and design requirements, as discussed in the Study Session staff report, have been included in draft Part 11 Sections 11.70 Affordable Housing and 11.60 Streamlined Review and Objective Design Standards, respectively. The following are areas within new Part 11 where staff exercised substantive local discretion, as afforded by state housing law, in draft standards and regulations:

- **Accessory Dwelling Units (ADUs).** The City has discretion to create objective standards related to usable open space, building design, and historic resources, as long as the standards don't prohibit a detached ADU of a maximum of 800 square feet with a minimum of 4' side and rear setbacks.
  Discretion exercised: Staff has drafted objective historic regulations and design standards for ADUs, regulating features like building placement with respect to historic structures, color, materials, and usable open space.

- **Two Unit Residential Development and Urban Lot Splits (SB9 Units).** The City has discretion to create objective standards and regulations related to height, historic resources, building design, and landscape design, as long as the standards generally don't prohibit the development of two units of at least 800 square feet each.
  Discretion exercised: Staff has drafted objective standards and regulations to limit SB9 units to single story, to regulate building design and landscaping, and to prohibit projects on historic properties.

- **Residential Development in Non-Residential Zoning Districts.** The City has discretion to create standards related to ground-floor uses.
  Discretion exercised: Staff drafted standards requiring at least 50% of ground floor square footage be dedicated to commercial and/or office use, for residential projects proposed in commercial or office districts.

- **Streamlined Review of Eligible Subdivisions.** The City has discretion to prohibit parcels created pursuant to Eligible Subdivisions from being further subdivided by an Urban Lot Split (SB9), and/or having Accessory Dwelling Units (ADUs) and/or Junior Accessory Dwelling Units (JADUs) constructed on these parcels. Parcels created pursuant to Eligible Subdivisions may be as small as 600 square feet, if located in multifamily zones, and as small as 1,200 square feet if located in single family zones.
  Discretion exercised: Staff has drafted regulations prohibiting parcels created pursuant to Eligible Subdivisions from being further subdivided via Urban Lot Splits and from having ADUs/JADUs constructed on them.

Project Review Streamlining and Public Noticing

Staff has also prepared additional draft amendments to the existing LDC in "Part 9 Permits and Approvals" and "Part 10 Subdivisions" (see Attachment 5) to modify the City's existing development review authority requirements and streamline residential entitlement review. As proposed, certain projects that would currently require City Council review would require only Planning Commission review, certain projects that currently require Planning Commission Review would only require staff-level review, and certain projects that currently require a staff-level planning entitlement would only require a building permit (with Planning's ministerial review). New draft public noticing requirements for residential development applications received by the City are also being proposed by staff to ensure the community will be informed about residential projects reviewed at staff level and/or projects for which a public hearing is not required.

The draft amendments in Part 9 and Part 10 described above constitute the staff proposed review authority framework for permit streamlining.

Finally, staff has prepared a list of various LDC amendments (see Attachment 6) required for internal code consistency with new "Part 11 Housing" and amendments to "Part 9 Permits and Approvals" and "Part 10 Subdivisions". This includes renumbering existing Part 11 Definitions to Part 12, and existing Part 12 Zoning Map to Part 13, among other changes.

Objective Design Standards

Staff has prepared Objective Design Standards that will apply to all multifamily residential development proposals containing more than ten (10) residential units. Changes in state law, including the adoption of Senate Bill 35 (2017), Senate Bill 330 (2019), and Assembly Bill 2011 (2022), require that for certain types of housing and mixed-use projects, jurisdictions may only consider objective criteria. This limits the City's ability to evaluate projects using the 2004 Design Standards and Guidelines; however, state law still allows the City to enforce objective design standards that are measurable and verifiable against specific criteria, commonly understood by all who participate in the development process, and do not require interpretation or judgement.

Staff has incorporated feedback received at the Study Session into a draft Mixed-Use and Multifamily Objective Design Standards document (see Attachment 3). As proposed within the draft document, project applicants shall choose, based on the project location, to use one of the specified architectural styles, combined with one building form and one frontage type. Projects would also be subject to various universally applicable "Universal Objective Design Standards", relating to architecture, building form, site planning, and landscaping, regardless of specific architectural style, building form, frontage type, or geography.

As proposed in new "Part 11 Housing", all multifamily and mixed-use residential development projects that contain more than 10 residential units, shall either:

1. Comply with all requirements of the Mixed-Use and Multifamily Objective Design Standards (MODS); or

2. Pursue an Alternative Design Plan.
   - The Alternative Design Plan would allow for a project to deviate from any objective design standard(s) of the MODS.
   - A project seeking an Alternative Design Plan shall enter into a Development Agreement with the City, as authorized by the City Council.

Environmental Determination

The project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) and Government Code Sections 65852.2, 65852.21, 65852.24, 65912.114 and 65912.124.

ATTACHMENTS

1. May 6 Study Session Staff Report
2. Resolution - CEQA
3. Resolution - MODS
3. Exhibit A - MODS
4. Resolution - Part 11
4. Exhibit A - Part 11
5. Resolution - Project Review and Public Noticing
5. Exhibit A - Code Amendments
6. Resolution - Code Consistency Amendments
6. Exhibit A - Code Consistency Amendments

Prepared by: Turhan Sonmez
Associate Planner

DRAFT MINUTES

LIVERMORE
CALIFORNIA

PLANNING COMMISSION
JUNE 3, 2025

REGULAR MEETING

1. CALL TO ORDER – The regular meeting of the Planning Commission was called to order by Chairperson Yolanda Fintschenko at 7:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Chairperson Yolanda Fintschenko, Vice Chairperson Tracy Kronzak, and Commissioner Jacob Anderson, Commissioner Nadine Horner, Commissioner Charity Steele.

PLEDGE OF ALLEGIANCE

Chairperson Fintschenko led the Pledge of Allegiance.

2. OPEN FORUM

Chairperson Fintschenko opened the public comment period.

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

3. CONSENT CALENDAR

Chair Fintschenko requested the Planning Commission reconsider the language in the May 6, 2025 meeting minutes to include "Chair Fintschenko and Vice Chair Kronzak concur with Chair Anderson allowing staff approval of up to 39 units."

ON THE MOTION OF COMMISSIONER ANDERSON, SECONDED BY VICE CHAIR KRONZAK AND CARRIED ON A 5-0 VOTE, THE PLANNING COMMISSION APPROVED THE CONSENT CALENDAR INCLUDING THE REVISED LANGUAGE TO ITEM 3.1:

3.1 Approval of the May 6, 2025, Planning Commission Draft Meeting Minutes.

4. PROJECT REVIEW – NONE

5. PUBLIC HEARINGS

5.1 Comprehensive Housing Update to the Livermore Development Code and Mixed-Use and Multifamily Objective Design Standards (Development Code Amendment (DCA) 23-001 and Policy Proposal (POL) 25-001).

Recommendation:

Staff recommends the Planning Commission adopt the attached resolutions recommending the City Council:

1. Adopt a resolution finding the project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) and Government Code Sections 65852.2, 65852.21, 65852.24, 65912.114 and 65912.124;
2. Adopt a resolution approving the Mixed-Use and Multifamily Objective Design Standards;
3. Adopt an ordinance repealing Development Code housing sections 6.02.030 Density Bonus, 6.03.060 Emergency Shelters, 6.03.070 Farmworker Housing, 6.03.080 Mobile Homes and Mobile Home Parks, 6.03.120 Accessory Dwelling Units, and 10.06.050 Affordable Housing, and adopting a new “Part 11 Housing” chapter in the Development Code pertaining to all forms of housing;
4. Adopt an ordinance amending Development Code sections 9.07.020 Applicability, 9.07.030 (Table 9.3 Review Authority For Site Plan and Design Review), 9.07.040 Application Filing, Processing, and Review, of “Part 9 Permits and Approvals”, and sections 10.01.050 (Table 10.1 Subdivision Review Authorities), and 10.02.050 Tentative Map Public Hearing and Action of "Part 10 Subdivisions", to increase project review streamlining; and
5. Adopt an ordinance amending various Development Code sections for internal consistency with new “Part 11 Housing” and amendments to “Part 9 Permits and Approvals” and “Part 10 Subdivisions”.

ON THE MOTION OF VICE CHAIR KRONZAK, SECONDED BY COMMISSIONER ANDERSON AND CARRIED ON A 5-0 VOTE, THE PLANNING COMMISSION APPROVED THE STAFF RECOMMENDATIONS WITH THE FOLLOWING CHANGES: INDICATE PART 11 PREVAILS OVER OTHER PARTS OF THE LIVERMORE DEVELOPMENT CODE (LDC) UNDER THE MIXED-USE AND MULTIFAMILY OBJECTIVE DESIGN STANDARDS (MODS) INTRODUCTION SECTION; ADD DEFINITIONS FOR “CALIFORNIA NATIVE SPECIES,” “INVASIVE SPECIES,” AND “POLLINATORS” UNDER GLOSSARY SECTION OF MODS; ADD A NOTE REFERENCING THE MODS AND APPLICABLE PROJECTS TO TABLE 9.3; INDICATE “HEIGHT. EACH UNIT SHALL MEET THE STANDARDS OF THE UNDERLYING ZONING DISTRICT”

UNDER SECTION 11.50.040.B.2.c.; DIRECT STAFF TO PREPARE AN INFORMATIONAL HANDOUT REGARDING USE OF THE MODS AND OTHER RELATED DOCUMENTS AFTER PROJECT ADOPTION; AND ADD "SUBSTANTIAL CONFORMANCE" TO CITY COUNCIL RESOLUTIONS RECOMMENDING MODS APPROVAL, PART 11, PROJECT REVIEW AND PUBLIC NOTICING, AND CODE CONSISTENCY AMENDMENTS; AND ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 17-25 Finding that the Comprehensive Housing update to the Livermore Development Code and Mixed-Use and Multifamily Objective Design Standards are exempt from the provisions of The California Environmental Quality Act

Resolution 18-25 Recommending approval of Policy Proposal (POL) 25-001 for the Mixed-Use and Multifamily Objective Design Standards

Resolution 19-25 Recommending approval of Development Code Amendment (DCA) 23-001 for a Comprehensive Housing Update to the Livermore Development Code

Resolution 20-25 Recommending approval of Development Code Amendment (DCA) 23-001 for housing-related updates to the Development Code pertaining to Project Review Streamlining and Public Noticing

Resolution 21-25 Recommending approval of Development Code Amendment (DCA) 23-001 for various Development Code Amendments to ensure internal consistency

6. MATTERS FOR CONSIDERATION – NONE.

7. MATTERS INITIATED BY PLANNING COMMISSION STAFF

The Planning Commission directed staff to review the feasibility of a bus stop being installed at North end of Portola Avenue and Lincoln Avenue.

Planning Manager Steve Riley stated staff will review and discuss with Livermore Amador Valley Transit Authority (LAVTA).

8. ADJOURNMENT – at 8:49 pm to a Regular Planning Commission Meeting on Tuesday, June 17, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

Jun 3, 2025

City of Livermore
1016 S. Livermore Ave
Livermore, CA 94550

Re: Proposed Amendments to City's ADU Ordinance

By email: planning@livermoreca.gov

Cc: cityattorney@livermoreca.gov; cityclerk@LivermoreCA.gov; info@livermoreCA.gov;

Dear Livermore Planning Commission,

The California Housing Defense Fund ("CalHDF") submits this letter as a public comment for the Planning Commission meeting of June 3, 2025 regarding item 5.1, the Housing Update to the Livermore Development Code. Specifically, CalHDF writes to comment on the proposed amendments to the City's regulations for ADUs and JADUs.

The City's proposed ADU regulations fail to comply with state law in several ways, and the City should address these issues before adopting the ordinance.

Background

The law gives local governments authority to enact zoning ordinances that implement a variety of development standards on ADUs. (Gov. Code, § 66314.) The standards in these local ordinances are limited by state law so as not to overly restrict ADU development. (See *id.)* Separately from local ADU ordinances, Government Code section 66323 establishes a narrower set of ADU types that local governments have a ministerial duty to approve. "Notwithstanding Sections 66314 to 66322 … a local agency shall ministerially approve" these types of ADUs. (*Id.* at subd. (a).) This means that ADUs that satisfy the minimal requirements of section 66323 must be approved regardless of any contrary provisions of the local ADU ordinance. (*Ibid.*) Local governments may not impose their own standards on such ADUs. (Gov. Code, § 66323, subd. (b) ["A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."].)

2221 Broadway, PH1, Oakland, CA 94612
hi@calhdf.org

In addition, ADUs that qualify for the protections of Government Code section 66323, like other ADUs, must be processed by local governments within 60 days of a complete permit application submittal. (Gov. Code, § 66317, subd. (a).)

State law also prohibits creating regulations on ADU development not explicitly allowed by state law. Government Code Section 66315 states, "No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer."

Impermissible Application of Standards to 66323 ADUs

City code section 11.30.030(A) states that no requirement of that chapter will prohibit the development of certain ADUs. These ADUs are obviously the type described by Government Code section 66323, subdivision (a).

However, City code section 11.30.030(B) states the following: "Standards that prohibit the development described in this section shall be relaxed only to the degree needed to allow the development. All other standards shall continue to comply."

However, for Government Code section 66323 ADUs, state law does not allow the City to apply any local development or design regulations. (Gov. Code, § 66323, subd. (b).)

Beyond the fact that Government Code section 66323, subdivision (b) does not permit the City to apply local standards to section 66323 ADUs, City code section 11.30.030 is also not objective. State law only allows local agencies to impose objective standards on ADUs. (Gov. Code, § 66314, subd. (b)(1).) The language of code section 11.30.030 is unclear as to which local regulations will be relaxed or what it means to relax a standard "only to the degree needed to allow the development." (City code § 11.30.030(B).) This seems to allow city staff total discretion to decide which standards should be applied to section 66323 ADUs, and which should be waived.

Page 20 of the January 2025 HCD ADU Handbook is instructive (emphasis added):

> "What design, zoning, or other local standards can be imposed on 66323 Units? **A local agency may not impose development or design standards, including both local standards and standards found in State ADU Law, on 66323 Units** that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.).

This means that the City must exempt section 66323 ADUs from all local standards not explicitly listed in Government Code section 66323. The City cannot decide to selectively

apply some local standards to section 66323 ADUs - rather, the City may not apply any local standards.

Because of the specific phrasing of this code section, a number of other code sections fail to comply with state law, as discussed *infra*.

Impermissible Parking Requirements

City code section 11.30.060(H) imposes off-street parking requirements on ADUs, less certain exceptions. Because of the phrasing of code section 11.30.030(B), this means that code section 11.30.060(H) applies parking requirements to Government Code section 66323 ADUs.

However, as discussed *supra*, the City may not impose any development standards on ADUs eligible for the protections of Government Code section 66323, subdivision (a) beyond the height and setback requirements specified by state law. (Gov. Code, § 66323, subd. (b).) This means that the City may not impose any off-street parking requirements on such ADUs.

Page 20 of the January 2025 HCD ADU Handbook is instructive (emphasis added):

> "What design, zoning, or other local standards can be imposed on 66323 Units? A local agency may not impose development or design standards, including both local standards and standards found in State ADU Law, on 66323 Units that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, **parking**, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.).

The City should amend the code to eliminate this off-street parking requirement, as it is clearly forbidden by state law.

Impermissible Location Requirement For ADUs

City code section 11.30.060(L) requires that ADUs be located to the rear of the primary dwelling unit. Because of the phrasing of code section 11.30.030(B), this means that code section 11.30.060(L) applies this location requirement to Government Code section 66323 ADUs.

However, as discussed *supra*, the City may not impose any development standards on ADUs eligible for the protections of Government Code section 66323, subdivision (a) beyond the height and setback requirements specified by state law. (Gov. Code, § 66323, subd. (b).) This means that the City may not impose any location requirements on such ADUs.

Page 20 of the January 2025 HCD ADU Handbook is instructive (emphasis added):

> "What design, zoning, or other local standards can be imposed on 66323 Units?
> A local agency may not impose development or design standards, including both local standards and standards found in State ADU Law, on 66323 Units that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, **setbacks, or other zoning provisions** (e.g., lot size, open space, floor area ratio, etc.).

The City should amend the code to eliminate this location requirement, as it is clearly forbidden by state law.

Impermissible Design Standards

City code sections 11.30.070(A)(2) and (A)(3) impose door location requirements on ADUs. City code section 11.30.070(B) requires stairwells to be enclosed. City code section 11.30.070(C) regulates balconies, decks, and roof decks developed in conjunction with ADUs. City code section 11.30.070(D)(1) requires a detached ADU to match the design characteristics of the primary dwelling unit. City code section 11.30.070(E) imposes historic preservation regulations on detached and conversion ADUs. Because of the phrasing of code section 11.30.030(B), all these various code requirements are applicable to section 66323 ADUs.

However, as discussed *supra*, the City may not impose any design development standards on ADUs eligible for the protections of Government Code section 66323, subdivision (a) beyond the height and setback requirements specified by state law. (Gov. Code, § 66323, subd. (b).) This means that the City may not impose any location requirements on such ADUs.

Government Code section 66323, subdivision (b) is very clear on this point: "A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."

Page 20 of the January 2025 HCD ADU Handbook is instructive (emphasis added):

> "What design, zoning, or other local standards can be imposed on 66323 Units?
> **A local agency may not impose development or design standards, including both local standards and standards found in State ADU Law, on 66323 Units that are not specifically listed in Government Code section 66323.** (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.).

The City should amend the code to specify that none of these provisions are applicable to section 66323 ADUs.

Impermissible Foundation Requirement

City code section 11.30.110(B) mandates that "Pre-manufactured [sic] ADUs must be anchored to a continuous foundation as prescribed by the building code or anchored to a continuous foundation designed by a CA registered engineer." Because of the phrasing of code section 11.30.030(B), this means that code section 11.30.110(B) applies this foundation requirement to Government Code section 66323 ADUs.

As the City must be aware, manufactured housing is regulated by the federal HUD code, not by state building code. Government Code section 66313, subdivision (a)(2) allows a manufactured home, as defined by section 18007 of the Health and Safety Code, to serve as an ADU. Section 18007 of the Health and Safety Code states that a manufactured home is "designed to be used as a single-family dwelling **with or without a foundation** when connected to the required utilities ..."

As discussed *supra*, the City may not impose any development standards on ADUs eligible for the protections of Government Code section 66323, subdivision (a) beyond the height and setback requirements specified by state law. (Gov. Code, § 66323, subd. (b).) This means that the City may not impose this foundation requirement on section 66323 ADUs.

Government Code section 66323, subdivision (b): "A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."

Page 20 of the January 2025 HCD ADU Handbook is instructive (emphasis added):

> "What design, zoning, or other local standards can be imposed on 66323 Units? **A local agency may not impose development or design standards,** including both local standards and standards found in State ADU Law, **on 66323 Units** that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.).

The City should amend the code to specify that the foundation requirement does not apply to section 66323 ADUs.

Impermissible Restriction on Utilities Connections

City code section 11.30.110(C) forbids separate utility connections, including water, sewer, and power, to an ADU. Because of the phrasing of code section 11.30.030(B), this means that code section 11.30.110(C) applies this regulation to Government Code section 66323 ADUs.

As discussed *supra*, the City may not impose any development standards on ADUs eligible for the protections of Government Code section 66323, subdivision (a) beyond the height and setback requirements specified by state law. (Gov. Code, § 66323, subd. (b).) This means that the City may not forbid separate utility connections for such ADUs.

It is also unclear why the City would wish to forbid these connections. Separate connections are clearly contemplated by Government Code section 66324, subdivision (d), which forbids a city from *mandating* them unless the ADU is developed with a new single family home or if the ADU is to be sold separately.

The public purpose of this prohibition is unclear, unless the City is attempting to institute a backdoor prohibition of all separate ADU sales, in spite of the fact that they are explicitly authorized by Government Code section 66341.

♦♦♦

CalHDF appreciates the City's effort to implement state law governing ADU construction. However, the City should amend its ordinance to ensure that it complies with state law.

CalHDF is a 501(c)(3) non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,

Dylan Casey
CalHDF Executive Director

James M. Lloyd
CalHDF Director of Planning and Investigations

Jun 3, 2025

City of Livermore
1016 S. Livermore Ave
Livermore, CA 94550

Re: Proposed Amendments to City's SB 9 Ordinance

By email: planning@livermoreca.gov

Cc: cityattorney@livermoreca.gov; cityclerk@LivermoreCA.gov; info@livermoreCA.gov;

Dear Livermore Planning Commission,

The California Housing Defense Fund ("CalHDF") submits this letter as a public comment for the Planning Commission meeting of June 3, 2025 regarding item 5.1, the Housing Update to the Livermore Development Code. Specifically, CalHDF writes to comment on the proposed amendments to the City's regulations for SB 9 projects.

Numerous portions of the proposed code appear to place more stringent standards on SB 9 projects than what is otherwise applicable in the city code. However, SB 450 amended the law to forbid local agencies from imposing standards on SB 9 projects not otherwise applicable to projects within that zoning district. Government Code section 65852.21, subdivision (b)(3):

> A local agency shall not impose objective zoning standards, objective subdivision standards, and objective design standards that do not apply uniformly to development within the underlying zone. This subdivision shall not prevent a local agency from adopting or imposing objective zoning standards, objective subdivision standards, and objective design standards on development authorized by this section if those standards are more permissive than applicable standards within the underlying zone.

Code section 11.50.040(B)(2)(c) imposes a special height limit of one story and 18 feet on SB 9 units. Additionally, Code section 11.50.040(C) imposes a host of design requirements on SB 9 projects.

2221 Broadway, PH1, Oakland, CA 94612
hi@calhdf.org

It is unclear why the City would propose the special height limit on SB 9 projects, which are more likely to be two stories because of their smaller lots, unless the only purpose is to discourage SB 9 developments.

As discussed above, the City may not impose regulations on SB 9 projects that are more stringent than what is allowed by the underlying zoning. The City should therefore amend the proposed code to remove these requirements.

♦♦♦

CalHDF appreciates the City's effort to implement state law governing SB 9 units. However, the City should amend its ordinance to ensure that it complies with state law.

CalHDF is a 501(c)(3) non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,

Dylan Casey
CalHDF Executive Director

James M. Lloyd
CalHDF Director of Planning and Investigations

LIVERMORE
CALIFORNIA

PLANNING COMMISSION STAFF REPORT **ITEM NO. 6.2**

DATE: May 6, 2025

TO: Chairperson and Members of the Planning Commission

FROM: Steve Riley, Planning Manager

SUBJECT: Draft framework for the Comprehensive Housing Update to the Livermore Development Code and Citywide Objective Design Standards.

RECOMMENDED ACTION

Staff recommends the Planning Commission receive the report and provide discussion and direction on the following:

1. The areas of local discretion afforded in State Housing Law;
2. The proposed Development Agreement pathways for affordable housing and design;
3. The proposed review authority framework for permit streamlining;
4. The applicability of the Objective Design Standards; and
5. The proposed Objective Design Standard architectural styles, building forms, and frontage types

SUMMARY

Staff is conducting a comprehensive update of the Livermore Development Code to incorporate various state housing laws, pertaining to various types of housing in the City, and to establish citywide Objective Design Standards that apply to streamlined residential and mixed-use projects.

This project will implement the City's General Plan Housing Element and specifically produce:

- Comprehensive Code updates to bring the Livermore Development Code into full compliance with state housing law;
- New Livermore Objective Design Standards to supplement the City’s existing objective and subjective residential design criteria, and ensure full compliance with Senate Bills 35 and 330; and,
- A new housing chapter in the Development Code ("Part 11 Housing") pertaining to all forms of housing in Livermore.

Staff is also proposing additional housing-related updates to the Development Code, not required by State law, pertaining to the provision of affordable housing and project review streamlining, in support of Livermore's General Plan Housing Element.

This project is being partially funded by a California Department of Housing and Community Development (HCD) grant of approximately $100,000 through the Local Early Action Planning (LEAP) program.

DISCUSSION

Background

The State of California has recognized the high costs of housing in California, where California residents cannot afford suitable housing, and has determined California is in a housing crisis. The state estimates California cities and counties must plan for over 300,000 homes annually, but have only permitted about a third of that each year. In order to address the shortfall, the state has taken an increasingly active role in legislating the local housing permitting process. Although California has had a range of state housing requirements for decades, beginning in 2015, the state began issuing a series of regulations and passing a range of new laws aimed at reducing barriers to housing production. Over the past five years, the state has passed over 100 new housing laws that impact local governments.

In 2023, in conformance with state housing laws, the City Council adopted Livermore's 2023-2031 Housing Element. The Housing Element contains a series of policies that seek to implement and codify state housing law, further production of all housing types, streamline the housing permit review process, establish Objective Design Standards, and update the Livermore Development Code. In 2023, the City Council also authorized staff to enter into an agreement with a legal consultant, Shute, Mihaly & Weinberger, to assist in updating the City's codes and design standards to conform to state law.

Staff has also worked with an outside volunteer design committee made up of local architects, urban designers, and planners to develop the Objective Design Standards.

Livermore's Design Standards and Guidelines were adopted in 2004, and the Development Code was last comprehensively updated in 2010, prior to the state's adoption of new housing laws and prior to Livermore's 2023-2031 Housing Element. Therefore, staff is proposing: 1) a comprehensive Development Code update that would codify each of the new housing laws and bring the Development Code into full compliance with state requirements; and 2) new Citywide Objective Design Standards for streamlined housing and mixed-use development projects.

Comprehensive Development Code Update

The Comprehensive Development Code update would ensure Livermore's local standards comply with state laws, are consistent with the Livermore Housing Element, and provide certainty for staff, developers, and the public. The update would also clarify the development process for a range of different project types, and allow the City to exercise local discretion in key areas, as described below. The update contains four primary components: compliance with state laws, updates to Livermore's Inclusionary Affordable Housing Ordinance, permit streamlining, and a variety of other consistency cleanups.

State Law Compliance and Local Discretion

The proposed comprehensive Development Code update would create a new housing chapter

implementing the following State laws. In general, the City is required to implement state law as written, with a few areas of discretion as identified below in this section.

- Permit Streamlining Act (Gov't Code § 65920 et seq.)
- Housing Accountability Act (Gov't Code § 65589.5 and 65589.6)
- Housing Crisis Act (SB 330)
- Accessory Dwelling Units (Gov't Code § 66310 through § 66342, and AB 345, AB 3182, AB 68, AB 881, SB 13, AB 587, AB 670, AB 671, AB 2221, and SB 897)
- Density Bonus Law (Gov't Code § 65915 – 65918)
- Two Unit Residential Development and Urban Lot Splits (Gov't Code § 65852.21 and § 66411.7 and SB 9)
- Multifamily/Mixed Use in Residential Zoning Districts (SB35/423)
- Multifamily/Mixed Use in Non-Residential Zoning Districts (AB 2011)
- Supportive Housing (Gov't Code §§ 65650 through 65656 and AB 2162)
- Affordable Housing on Faith and Higher Education (Gov't Code § 65913.16 and SB 4)
- Adaptive Reuse (Gov't Code § 65913.12 and AB 1490)
- Low Barrier Navigation Centers (Gov't Code §§ 65660 through 65666)
- Emergency Shelters (Gov't Code § 65583)
- Agricultural Employee Housing (Health and Safety Code §17021.6 and 17021.8)
- Residential Development on Non-Residential Properties (Gov't Code § 65852.24 and SB 6)
- Mobile Homes and Mobile Home Parks (Health and Safety Code §§ 18300 through 18307)
- Streamlined Review in Non-Residential Zoning Districts (Gov't Code § 65912.100 through § 65912.130)
- Streamlined Review in Residential Zoning Districts (Gov't Code § 65913.4)
- Streamlined Review of Eligible Subdivisions (Gov't Code § 65852.28, § 65913.4.5, and § 66499.41)
- Mixed-Use and Multi-Family Objective Design Standards (SB 35 and SB 330)

A summary of each of the new housing laws is provided in Attachment 1. While the proposed Development Code update is largely procedural and concerned with ensuring the Development Code is consistent with state law, the following are areas where the City has some discretion in implementation of the laws. The section below also includes staff's recommended action on each area of discretion.

- **Accessory Dwelling Units**:
    - The City has discretion to create objective standards related to landscape design, building design, and historic resources, as long as the standards don't prohibit a detached ADU of a maximum of 800 square feet with a minimum of 4' side and rear setbacks.
    - <u>Staff Recommendation</u>: Staff recommends establishing objective historic and design standards for ADUs, regulating features like color, materials, and landscaping.
- **Density Bonus Law**
    - The City can grant a greater density bonus than state law requires or a proportionally lower density bonus if the development does not satisfy the law's requirements. The City could incorporate this additional bonus into the City's Density Bonus ordinance. Decisions to only grant a proportionally lower density bonus would be on a project by project basis.
    - <u>Staff Recommendation</u>: Staff recommends adopting a Density Bonus Ordinance that is consistent with, and not does exceed, state law requirements.

- **Two Unit Residential Development and Urban Lot Splits**
    - The City has discretion to create objective standards related to height, historic resources, building design, and landscape design, as long as the standards don't prohibit the development of two units of at least 800 SF.
    - Staff Recommendation: Staff recommends adopting objective standards to ensure single story SB9 units, and to regulate color, material, landscaping, and historic features.
- **Multifamily/Mixed Use in Non-Residential Zoning Districts**
    - The City has discretion to create standards related to setbacks and ground-floor uses.
        - State does not require minimum setbacks or minimum percentage of non-residential use on ground-floor.
    - Staff Recommendation: Staff recommends adopting local standards requiring ground-floor commercial for residential projects proposed pursuant to this state law in commercial districts.
- **Residential Development in Non-Residential Zoning Districts**
    - The City has discretion to create standards related to ground-floor uses.
    - Staff Recommendation: Staff recommends adopting local standards requiring ground-floor commercial for residential projects proposed pursuant to this state law, in zoning districts where office or commercial are a principally permitted use.
    -

Inclusionary Affordable Housing Ordinance

The Code update proposes to move the City's existing affordable housing Inclusionary Ordinance requirements from their current location in the Development Code "Part 10 Subdivisions" to the newly proposed housing chapter, "Part 11 Housing". The update also proposes to modify the affordable housing alternatives section by replacing the "Accessory Dwelling Units" and "Off-Site Construction" options with the following "Alternative Affordable Plan" option:

- Staff Recommendation: Alternative Affordable Plan
    A. A developer may satisfy the requirements of this Chapter through an alternative affordable plan.
    B. The alternative affordable plan shall meet the following requirements:
        i. May only be considered as part of a Development Agreement between a developer and the City of Livermore;
        ii. Shall not conflict with affirmatively furthering fair housing and state housing requirements;
        iii. The Development Agreement may only allow for the following deviations from this Chapter:
            a. Timing of affordable unit construction.
            b. Quantity of affordable units.
            c. Affordability Level of affordable units.
            d. Bonding Structure and timing.
            e. Deed Restriction Term for Rental Units.
            f. Location of affordable units.
            g. Comparability of affordable units.

The existing "Accessory Dwelling Units" and "Off-Site Construction" options have not been utilized since their inception in 2021 and are seen by city staff as less feasible options for producing the quantity and

quality, comparable to market-rate, of affordable housing consistent with the City's affordable housing goals. As with the other alternatives, the "Alternative Affordable Plan" option would provide flexibility for unique projects and require prior City Council authorization.

Permit Streamlining

The Code update proposes to modify the City's existing project review authority requirements and processes in "Part 9 Permits and Approvals" and "Part 10 Subdivisions" to streamline residential development entitlement review. As proposed, certain projects that would currently require City Council review would require only Planning Commission review, and certain projects that currently require Planning Commission Review would only require staff-level review.

For example, today projects of five or more units require Planning Commission approval, but as proposed, projects up to 39 units could be approved at staff level. Another example, today Parcel Maps (four or fewer parcels) require Planning Commission approval, but as proposed, Parcel Maps could be approved at staff level.

Existing precedent for some of the proposed changes exist within the Downtown Specific Plan, where larger (unit quantity) projects are reviewed at staff-level than elsewhere in the City. Also, precedent for some of the changes exists in new state laws which require certain land subdivisions, of ten parcels or less, to be processed at staff-level. Further, the proposed modifications implement Housing Element policy that calls for updates to the Development Code to streamline the regulatory approval process for housing developments [Policy 1.3 and Policy 1.4].

Other Cleanups

The proposed Code update would also contain a range of other minor modifications to ensure internal consistency across all Development Code chapters and sections, including new definitions and processes.

<u>Objective Design Standards</u>

Livermore's existing Citywide Design Standards and Guidelines contain numerous subjective standards that staff, the Planning Commission, and City Council rely on during project design review. However, today, state laws like the Housing Accountability Act and Housing Crisis Act prohibit local jurisdictions from using subjective design standards to deny a streamlined housing or mixed-use project. Therefore, Livermore cannot enforce many of its existing design standards. For this reason, the Code update also proposes citywide Objective Design Standards. Given that the standards would be objective, staff, the Planning Commission and City Council can enforce each standard in their respective design review roles.

- **Mixed-Use and Multi-Family Objective Design Standards**
  - <u>Discussion:</u>
    - For projects invoking state laws which exempt them from local subjective design standards, the City has discretion to require projects to be of specific architectural styles, building forms, or combinations thereof, anywhere throughout the city, through the implementation of objective design standards.

- Staff Recommendation: Staff proposes exercising the City's discretion as follows:
  - **Architectural Style and Location**: For projects invoking State laws which exempt them from local subjective design standards, projects shall be limited to certain architectural styles, building forms and frontage types based on their location within the City. For example, different standards would be used in Specific Plan areas like Isabel and Downtown versus outside of those Specific Plan areas to better ensure compatibility with surrounding land uses, especially existing neighborhoods.
  - The proposed architectural styles are provided in Attachment 2, Building Forms in Attachment 3, Frontage Types in Attachment 4, Architectural Style by location table in Attachment 5, and Attachment 6 is a map of the City's existing Specific Plans. The developer can choose, based on the project location, to use one of the specified architecturally styles, combined with one building form and one frontage type. It is important to note that most of the these architectural styles, building forms and frontage types are already permitted in the Development Code and supported by the current Design Standards and Guidelines, but staff is proposing to refine and update them and more strategically apply them to appropriate locations in the City based on state law, anticipated growth areas of the City, and recent project approvals.
  - **Universal Objective Design Standards**: Projects invoking state laws which exempt them from local subjective design standards shall be subject to various universally applicable objective design standards, relating to architecture, building form, site planning, and landscaping, regardless of specific architectural style, building form, frontage type, or geography.
  - **Development Agreement Alternative**: Projects that seek flexibility from any Objective Design Standard may enter into a Development Agreement with the City of Livermore. As with other Development Agreements, the "Development Agreement Alternative" option would require prior City Council authorization.

Housing Element and Local Early Action Planning (LEAP) Grant Funding

This project is being funded in part by a grant of approximately $103,000.00 the City has received from the California Department of Housing and Community Development (HCD) through the Local Early Action Planning (LEAP) program.

The Development Code update directly relates to the LEAP goals as it serves to further housing production in Livermore in accordance with the sixth cycle Regional Housing Needs Allocation (RHNA) by implementing Livermore's Housing Element, establishing local policies and procedures implementing state housing laws, streamlining review of housing projects, and creating objective design standards for housing project review.

Remaining Project Timeline

Staff will incorporate feedback received at this May 6, 2025 Planning Commission Study Session and bring the project back to Planning Commission on June 3, 2025, to review and provide a recommendation to City Council. The City Council will review and make a determination on the project at its July 14, 2025, regular meeting.

ATTACHMENTS

1. State Housing Law Summaries
2. Proposed Architectural Styles
3. Proposed Building Forms
4. Proposed Frontage Types
5. Building Type and Architectural Style by Location
6. Existing Specific Plans

Prepared by: Turhan Sonmez
Associate Planner

MINUTES

LIVERMORE
CALIFORNIA

PLANNING COMMISSION
MAY 6, 2025

REGULAR MEETING

1. CALL TO ORDER – The regular meeting of the Planning Commission was called to order by Chairperson Yolanda Fintschenko at 7:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Chairperson Yolanda Fintschenko, Vice Chairperson Tracy Kronzak, and Commissioner Jacob Anderson, Commissioner Nadine Horner, Commissioner Charity Steele.

PLEDGE OF ALLEGIANCE

Chairperson Fintschenko led the Pledge of Allegiance.

2. OPEN FORUM

Chairperson Fintschenko opened the public comment period.

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

3. CONSENT CALENDAR

ON THE MOTION OF COMMISSIONER ANDERSON, SECONDED BY PLANNING MANAGER RILEY AND CARRIED ON A 1-0 VOTE, WITH CHAIRPERSON FINTSCHENKO, COMMISSIONER HORNER, VICE CHAIR KRONZAK, AND COMMISSIONER STEELE ABSTAINING DUE TO THEIR INELIGIBILITY TO VOTE, THE PLANNING COMMISSION APPROVED THE CONSENT CALENDAR ITEM 3.1:

3.1 Approval of the July 12, 2022, Planning Commission Draft Meeting Minutes.

ON THE MOTION OF VICE CHAIR KRONZAK, SECONDED BY COMMISSIONER ANDERSON AND CARRIED ON A 3-0 VOTE, WITH COMMISSIONER HORNER AND COMMISSIONER STEELE ABSTAINING DUE TO THEIR INELIGIBILITY TO VOTE, THE PLANNING COMMISSION APPROVED THE CONSENT CALENDAR ITEMS 3.2 AND 3.3:

3.2 Approval of the December 3, 2024, Planning Commission Draft Meeting Minutes

3.3 Approval of the February 4, 2025, Planning Commission Draft Meeting Minutes

3.2 Approval of the December 3, 2024, Planning Commission Draft Meeting Minutes

Planning Manager Riley requested the Planning Commission reconsider the December 3, 2024 meeting minutes to revise language to include removal of the pickleball courts.

ON THE MOTION OF CHAIR FINTSCHENKO, SECONDED BY VICE CHAIR KRONZAK AND CARRIED ON A 3-0 VOTE, WITH COMMISSIONER HORNER AND COMMISSIONER STEELE ABSTAINING DUE TO THEIR INELIGIBILITY TO VOTE, THE PLANNING COMMISSION TO RECONSIDER ITEM 3.2 AND APPROVED THE REVISED LANGUAGE TO THE AMENDED MOTION.

ON THE MOTION OF VICE CHAIR KRONZAK, SECONDED BY COMMISSIONER ANDERSON AND CARRIED ON A 5-0 VOTE, THE PLANNING COMMISSION APPROVED THE CONSENT CALENDAR ITEMS 3.4, 3.5 AND 3.6:

3.4 Approval of the March 18, 2025, Planning Commission Draft Meeting Minutes

3.5 Approval of the April 1, 2025, Planning Commission Draft Meeting Minutes

3.6 Approval of the April 21, 2025, Special City Council and Planning Commission Draft Meeting Minutes

4. PROJECT REVIEW – NONE

5. PUBLIC HEARINGS - NONE

6. MATTERS FOR CONSIDERATION

6.1 Consistency Determination 25-001 to determine the Fiscal Year (FY) 2025-2026 and Fiscal Year 2026-2027 Capital Improvement Plan (CIP) is consistent with the 2003-2025 Livermore General Plan

Recommendation: Staff recommended the Planning Commission:
1. Adopt a resolution finding the proposed Capital Improvement Plan (CIP) for FY 2025-2026 and FY 2026-2027 consistent with Livermore's 2003-2025 General Plan and approving Consistency Determination (CD) 25-001.

Department Assistant Bageshri Thakar and City Engineer Joel Waxdeck presented the staff report.

In response to Vice Chair Kronzak, City Engineer Waxdeck discussed public input utilized for project prioritization.

Commissioner Anderson confirmed that the projects were being reviewed for consistency under the current General Plan.

Commissioner Horner requested additional information on the Vasco Interchange project and Livermore Area Recreation & Park District (LARPD) park expansion. City Engineer Waxdeck explained the first step to complete California Environmental Quality Act (CEQA) and design followed by efforts to obtain funding for the Vasco Interchange Project. He explained the City's reimbursement to LARPD for qualified expansion and enhancement projects.

The Commission thanked staff for the presentation and concurred with staff recommendations.

ON THE MOTION OF COMMISSIONER ANDERSON, SECONDED BY VICE CHAIR KRONZAK AND CARRIED ON A 5-0 VOTE, THE PLANNING COMMISSION ADOPTED THE FOLLOWING RESOLUTION:

Resolution 16-25 Finding the Fiscal Year 2025-2026 and Fiscal Year 2026-2027 Capital Improvement Plan consistent with the 2003 Livermore General Plan and approving Consistency Determination (CD) 25-001

RECESS
Chairperson Fintschenko called a recess at 7:42 pm. The meeting reconvened at 7:47 pm with all Commissioners present.

6.2 Draft framework for the Comprehensive Housing Update to the Livermore Development Code and Citywide Objective Design Standards.

Recommendation: Staff recommended the Planning Commission receive the report and provide discussion and direction on the following:
1. The areas of local discretion afforded in State Housing Law;
2. The proposed Development Agreement pathways for affordable housing and design;
3. The proposed review authority framework for permit streamlining;
4. The applicability of the Objective Design Standards; and
5. The proposed Objective Design Standard architectural styles, building forms, and frontage types

Economic Development Manager Jake Potter and Associate Planner Turhan Sonmez presented the staff report.

The Commission discussed the areas of local discretion afforded in State Housing Law.

Commissioner Anderson concurred with Staff's recommendation.

Commission Horner confirmed that the terms related to specific plans were used consistently; and suggested reconsidering staff review of projects under 40 dwelling units, and that items approved by staff approved housing projects be reported to the Planning Commission.

Commissioner Steele indicated agreeance with the recommendations.

The Commission discussed the proposed Development Agreement pathways for affordable housing and design.

In response to Vice Chair Kronzak, Economic Development Manager Potter discussed the potential lot size for 10-unit developments and standards applicable to ADUs.

Economic Development Manager Potter and Assistant City Attorney Mirassou explained the relationship between City Ordinances and HOA rules.

In response to Vice Chair Kronzak, Economic Development Manager Potter described how any proposed tenancy assistance would likely be part of economic development incentives, and not development or design standards.

In response to Chairperson Fintschenko, Staff indicated the code would be written to coincide with sunsetting of State laws.

Commissioner Anderson expressed enthusiasm for development flexibility through the Development Agreement option and ensuring public input on staff-level projects while achieving the City's goals.

Commissioner Steele concurred that it would streamline the process.

In response to Vice Chair Kronzak, Economic Development Manager Potter explained use of "shall" versus "may."

The Commission discussed the proposed review authority framework for permit streamlining.

Commissioner Horner expressed concern about staff approval of projects up to 39 units without the opportunity for public input.

Commissioner Anderson discussed his review of the processes in other cities and concluded that other factors would trigger Planning Commission review, therefore he concurred with Staff approval of up to 39 units, Chair Fintschenko and Vice Chair Kronzak concurred.

Chairperson Fintschenko confirmed the public notification process and contact information.

Vice Chair Kronzak confirmed that a public hearing would be informative but unhelpful due to State law.

Chair Fintschenko concurred with the need for notification while not creating additional burden.

Commissioner Horner reiterated concern regarding Staff approval of up to 39 units and requested the matter be revisited.

Planning Manager Riley discussed the provision to move a staff approval project to Planning Commission if appropriate and the upcoming neighborhood meeting on the proposed development of townhomes across from the street on Pacific Avenue.

The Commission discussed the proposed Objective Design Standard architectural styles, building forms, and frontage types.

Commissioner Anderson suggested height hierarchy, having buildings tier up from the road, such as the Auburn Grove project.

In response to Vice Chair Kronzak, Economic Development Manager Potter stated the proposed ratio was 30 percent native landscaping. Vice Chair Kronzak suggested increasing the ratio of native plants and including provisions for interior noise on higher density housing.

In response to Chairperson Fintschenko, Economic Development Manager Potter indicated staff would work with the Sustainability Program Manager to include heat, air quality and wildfire mitigation design standards.

In response to Commissioner Anderson, Economic Development Manager Potter stated HVAC requirements were in the Building Code. Commissioner Anderson recalled discussion of cohesive design styles and indicated support for the proposed regulations.

Commissioner Steele questioned why certain styles were selected for various areas; suggested a mix of styles; and opined that the American Mercantile style lacked character and warmth.

Vice Chair Kronzak stated the seven options facilitated predictability and objectively provided standards for specific neighborhoods.

Chairperson Fintschenko suggested artist renderings or photographs depicting the styles.

Staff discussed available development in the South Livermore Valley Specific Plan.

Vice Chair Kronzak confirmed with staff that color pallets could be included in

Objective Design Standards.

7. MATTERS INITIATED BY PLANNING COMMISSION STAFF

Planning Manager Riley confirmed the public meeting on May 14, from 6-8 pm on the Pacific Livermore Townhomes.

Chair Fintschenko asked the use of AI review of Planning Commission documents. Planning Manager Riley indicated staff would report back to the Commission.

Commissioner Anderson expressed excitement for the commencement of the Interfaith Housing building.

8. ADJOURNMENT – at 9:24 pm to a Regular Planning Commission Meeting on Tuesday, May 20, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THAT THE COMPREHENSIVE HOUSING UPDATE TO THE LIVERMORE DEVELOPMENT CODE AND THE MIXED-USE AND MULTIFAMILY OBJECTIVE DESIGN STANDARDS ARE EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Development Code Amendment (DCA) 23-001 and Policy Proposal (POL) 25-001

The City initiated an application for Development Code Amendment (DCA) 23-001 and Policy Proposal (POL) 25-001 for a Comprehensive Housing Update to the Livermore Development Code and adoption of Mixed-Use and Multifamily Objective Design Standards ("Project").

On June 3, 2025 at a duly noticed public hearing, the Planning Commission considered the Project, made the necessary findings, and adopted Planning Commission Resolution No. 17-25 recommending the City Council find the Project is exempt from the provisions of the California Environmental Quality Act ("CEQA").

On July 14, 2025, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 17-25, attached hereto as Exhibit A, and the City Council hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution. Based upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby finds that the Project is statutorily exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Section 21080.17, which exempts adoption of an ordinance by a city or county to implement the provisions of Section 65852.1 or Section 65852.2 of the Government Code.

1. Findings. CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Section 65852.1 or Section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs as defined by Section 65852.22. Therefore, the proposed ADU ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 17-25, attached hereto as Exhibit A, and the City Council hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution. Based upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby finds that the Project is exempt from CEQA pursuant to Government Code Sections 65852.21, 65852.24, 65912.114 and 65912.124.

1. Finding. Government Code § 65852.21 pertains to two-unit residential development and urban lot splits on single-family residential parcels (SB 9). Subsection (k) of this statute states "A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code."

2. Finding. Government Code § 65852.24 pertains to residential development on non-residential properties (SB 6). Subsection (k) of this statute states "A local agency may adopt an ordinance to implement the provisions of this article. An ordinance adopted to implement this section shall not be considered a "project" under Division 13 (commencing with Section 21000) of the Public Resources Code."

3. Finding. Government Code § 65912.114 and 65912.124 pertain to streamlined review of mixed-use and residential development in non-residential zoning districts (AB 2011). Subsection (q) of both of these statutes state "A local government may adopt an ordinance to implement the provisions of this article. An ordinance adopted to implement this section shall not be considered a "project" under Division 13 (commencing with Section 21000) of the Public Resources Code."

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 17-25, attached hereto as Exhibit A, and the City Council hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution. Based upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby finds that the Project is exempt under CEQA Guidelines Section 15061(b)(3) (common sense exemption) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

1. Finding. The adoption of local ordinances, based on State-required mandates, and the adoption of objective design standards that, by themselves, do not dictate development, present no possibility of a significant impact on the environment.

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

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Planning Commission Resolution No. 17-25

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THAT THE COMPREHENSIVE HOUSING UPDATE TO THE LIVERMORE DEVELOPMENT CODE AND MIXED-USE AND MULTIFAMILY OBJECTIVE DESIGN STANDARDS ARE EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Development Code Amendment (DCA) 23-001 and Policy Proposal (POL) 25-001

The City initiated an application for Development Code Amendment (DCA) 23-001 and Policy Proposal (POL) 25-001 for a Comprehensive Housing Update to the Livermore Development Code and adoption of Mixed-Use and Multifamily Objective Design Standards ("Project").

On June 3, 2025 the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, hereby finds that the Project is exempt under California Environmental Quality Act ("CEQA") Guidelines Section 15061(b)(3) (common sense exemption) in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

1. Finding. The adoption of local ordinances, based on State-required mandates, and the adoption of objective design standards that, by themselves, do not dictate development, present no possibility of a significant impact on the environment.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, finds that the Project is statutorily exempt under CEQA pursuant to CEQA Section 21080.17, which exempts adoption of an ordinance by a city or county to implement the provisions of Section 65852.1 or Section 65852.2 of the Government Code.

1. Finding. CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Section 65852.1 or Section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs as defined by section 65852.22. Therefore, the proposed ADU ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, finds that the Project is exempt under CEQA pursuant to Government Code Sections 65852.21, 65852.24, 65912.114 and 65912.124.

1. Finding. Government Code § 65852.21 pertains to two-unit residential development and urban lot splits on single-family residential parcels (SB 9). Subsection (k) of this statute states "A local agency may adopt an ordinance to implement the provisions of this section. An ordinance adopted to implement this section shall not be considered a project under Division 13 (commencing with Section 21000) of the Public Resources Code."

2. Finding. Government Code § 65852.24 pertains to residential development on non-residential properties (SB 6). Subsection (k) of this statute states "A local agency may adopt an ordinance to implement the provisions of this article. An ordinance adopted to implement this section shall not be considered a "project" under Division 13 (commencing with Section 21000) of the Public Resources Code."

3. Finding. Government Code § 65912.114 and 65912.124 pertain to streamlined review of mixed-use and residential development in non-residential zoning districts (AB 2011). Subsection (q) of both of these statutes state "A local government may adopt an ordinance to implement the provisions of this article. An ordinance adopted to implement this section shall not be considered a "project" under Division 13 (commencing with Section 21000) of the Public Resources Code."

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

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

On the motion by Vice Chair Kronzak, seconded by Commissioner Anderson, the foregoing Resolution was passed and adopted at the Planning Commission meeting of June 3, 2025, by the following vote:

AYES: ANDERSON, FINTSCHENKO, HORNER, KRONZAK, STEELE.

NOES: NONE.
ABSENT: NONE.

Yolanda Fintschenko, Chairperson

FOR

by Steve Riley, Planning Manager
Secretary to the Planning Commission

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING POLICY PROPOSAL (POL) 25-001 FOR THE MIXED-USE AND MULTIFAMILY OBJECTIVE DESIGN STANDARDS

The City initiated application Policy Proposal (POL) 25-001 for establishing Mixed-Use and Multifamily Objective Design Standards for reviewing applicable residential projects pursuant to State housing law ("Project").

At a duly noticed public hearing on June 3, 2025, the Planning Commission considered the Project and staff recommendation, heard public testimony, made the necessary findings and adopted Planning Commission Resolution No. 18-25, attached hereto as Exhibit A, containing the Planning Commission's actions and/or recommendations thereon.

On July 14, 2025, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the Record Evidence and adopted a resolution finding the project to be exempt from the California Environmental Quality Act.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 18-25, attached hereto as Exhibit A, and the City Council hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution. Based upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby approves Policy Proposal (POL) 25-001, and the Mixed-Use and Multifamily Objective Design Standards, attached hereto as Exhibit B.

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

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Planning Commission Resolution No. 18-25
Exhibit B – Mixed-Use and Multifamily Objective Design Standards

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL OF POLICY PROPOSAL (POL) 25-001 FOR THE MIXED-USE AND MULTIFAMILY OBJECTIVE DESIGN STANDARDS

The City initiated an application Policy Proposal (POL) 25-001 for establishing Mixed-Use and Multifamily Objective Design Standards for reviewing applicable residential projects pursuant to State housing law ("Project").

On June 3, 2025 the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED, with respect to Policy Proposal (POL) 25-001, the Planning Commission of the City of Livermore finds based on the information presented:

1. The policy is internally consistent with all other provisions of the General Plan; and

   Response: This Project implements the City's General Plan Housing Element and ensures local development standards and regulations comply with state housing laws.

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

   Response: This Project ensures the City's local development standards are in compliance with state laws and are consistent with the Livermore Housing Element.

BE IT FURTHER RESOLVED, with respect to the standards contained within the Mixed-Use and Multifamily Objective Design Standards that are relevant to the City's Climate Action Plan strategies, as denotated with a grape leaf symbol within the document, the Planning Commission of the City of Livermore finds based on the information presented:

1. **Purpose and Intent:** The standards promote environmental sustainability, climate resiliency, and public safety. The standards are intended to reduce the urban heat island effect, mitigate wildfire risks, improve air quality, and enhance overall community well-being by incorporating climate-responsive strategies into site and building design.

2. **Protection of Public Health and Safety:** Expanding tree canopy, integrating sustainable landscaping practices, and requiring effective shade through natural and built elements reduce surface and ambient temperatures, which in turn decrease the risk of heat-related illnesses and improve thermal comfort. In addition, the use of fire-resistant building materials and defensible space design reduces the vulnerability of structures and residents to wildfires—a growing threat in Livermore and the greater Tri-Valley region. These measures directly support the health, safety, and welfare of the Livermore community.

3. **Environmental Stewardship and Air Quality Improvement:** Trees and vegetation provide critical environmental benefits by sequestering carbon dioxide, filtering air pollutants, reducing stormwater runoff, and increasing urban biodiversity. These benefits align with Livermore's environmental goals and contribute to regional air quality improvements, which are essential for protecting public health, particularly among sensitive populations such as children, seniors, and individuals with respiratory conditions.

4. **Climate Resiliency:** The standards support Livermore's efforts to prepare for the increasing frequency and severity of extreme heat events and wildfires. Proactive incorporation of cooling features, fire-resilient materials, and adaptive landscaping ensures that new development contributes to a more resilient built environment that can withstand climate-related stresses.

5. **Community Livability and Equity:** The standards contribute to a healthier, safer, and more livable city for all residents. By addressing urban heat, wildfire risk, and environmental quality, the standards support equitable access to a safe and comfortable environment, particularly for communities that are more vulnerable to climate impacts. Trees, landscaping, and shading result in tangible benefits such as reducing energy costs for households, enhancing neighborhood aesthetics, and increasing property values. These features contribute meaningfully to quality of life and promote a more equitable and visually cohesive built environment.

6. **Consistency with City Plans and Policies:** The standards are consistent with and advance key objectives in the Livermore General Plan, the Climate Action Plan, the Hazard Mitigation Plan, and the Livermore Fire Code. They support the City's broader goals of sustainability, environmental stewardship, and hazard mitigation by embedding resiliency and health-promoting features into the development process.

Therefore, the Planning Commission of the City of Livermore finds that the adoption of the sustainability design standards is necessary and appropriate to protect public health and safety, promote environmental sustainability, and ensure the long-term resilience and livability of the community.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and adopted a resolution finding the

Project to be exempt from the California Environmental Quality Act.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of this Resolution. Based upon the Planning Commission's independent review of the Record Evidence and considerations, the Planning Commission recommends that the City Council approve Policy Proposal (POL) 25-001, for the Mixed-Use and Multifamily Objective Design Standards, in substantial conformance with Exhibit A attached hereto, and with added language in Section 1 (Introduction) that states that Part 11 prevails over the other parts of the Livermore Development Code, and added definitions for "California Native Species", "Invasive Species", and "Pollinators" in Section 6 (Glossary of Terms).

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

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

On the motion by Vice Chair Kronzak, seconded by Commissioner Anderson, the foregoing Resolution was passed and adopted at the Planning Commission meeting of June 3, 2025, by the following vote:

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

Yolanda Fintschenko, Chairperson

FOR

by Steve Riley, Planning Manager
Secretary to the Planning Commission

EXHIBIT A – Mixed-Use and Multifamily Objective Design Standards

EXHIBIT B

MIXED-USE AND MULTIFAMILY

OBJECTIVE DESIGN STANDARDS

CITY OF LIVERMORE CALIFORNIA

Approval Date:
Resolution:

EXHIBIT B

Acknowledgements

CITY COUNCIL

John Marchand, Mayor
Evan Branning, Vice Mayor, District 1
Ben Barrientos, District 2
Steven Dunbar, District 3
Kristie Wang, District 4

PLANNING COMMISSION

Yolanda Fintschenko, Chair
Tracy Kronzak, Vice Chair
Jacob M. Anderson
Nadine R. Horner
Charity L. Steele

DESIGN ADVISORY GROUP

Neal Pann, Architect
Ritu Raj Sharma, Urban Designer
Tony Sarboraria, Architect
Vernon Umetsu, City Planner

CITY STAFF

Brent Smith, Community Development Director
Steve Riley, Planning Manager
Ben Murray, Principal Planner
Jake Potter, Economic Development Manager/Project Manager
Turhan Sonmez, Associate Planner/Project Manager
Katherine Mirassou, Assistant City Attorney
Tricia Pontau, Sustainability Program Manager

TECHNICAL ASSISTANCE

Shute, Mihaly & Weinberger LLP

Table of Contents

Section 1: Introduction 1
Purpose and Goals of the Mixed-Use and Multifamily Design Standards (MODS) 2
Who Will Use the MODS? 3
Applicability 4
Source Material 5
User's Guide 6
Table 1: Building Form and Architectural Style by Location 7
Figure 1: Existing Specific Plans 8
Section 2: Architectural Styles 9
Craftsman 11
Farmhouse 15
Prairie 19
Federal 23
American Mercantile 27
Spanish Mediterranean 32
Section 3: Building Forms 37
Podium 38
Wrap 40
Commercial Block 42
Ground Floor Flex 44
Garden 46
Courtyard 48
Motor Court 50
Townhouse 52
Triplex through SixPlex 54

Duplex 56
Bungalow Court 58
Section 4: Frontage Types 60
Porch – Projecting 61
Porch – Engaged 62
Porch – Integral 63
Stoop 64
Forecourt 65
Shopfront 66
Terrace Shopfront 67
Gallery 67
Section 5: Universal Objective Design Standards 69
Site Planning 70
Building Design 76
Landscaping 82
Lighting 87
Ancillary Structures 88
Commercial Portions of Mixed-Use Development 92
Section 6: Glossary of Design and Architectural Terms 93
Glossary of Terms 94
References and Credits 102
References 103
Photo Credits 103
Graphic Design Credit 103

INTRODUCTION

EXHIBIT B

PURPOSE AND GOALS OF THE MIXED-USE AND MULTIFAMILY DESIGN STANDARDS (MODS)

As the availability of housing across California and the nation has failed to meet demand and as concerns about housing affordability have increased, legislation to spur and incentivize residential development has increased dramatically. New laws passed in recent years require local governments to make decisions about housing development based on objective standards.

Recent changes in State law, including the adoption of Senate Bill 35 (2017), Senate Bill 330 (2019), and Assembly Bill 2011 (2022), require that for certain types of housing and mixed-use projects, jurisdictions may only consider objective criteria, and only those that are in place at the time a project application is filed. Objective standards are a key feature of the state's new streamlined approval processes to provide predictability for developers regarding what can be approved. The law requires that standards be stated clearly and be easily understood, leaving nothing open to interpretation.

The purpose of these Mixed-Use and Multifamily Objective Design Standards (MODS) is to guide the design of multi-unit and mixed-use housing in Livermore, and to ensure that new development is designed to be compatible with adjacent uses as well as existing and future development. It is also the goal of these standards to improve the quality of design and provide a clear and reliable pathway to project implementation. These standards are written to be "objective," as that term is used in State housing law.

WHO WILL USE THE MODS?

Architects, Designers, Developers, and Property Owners

- The MODS will provide clear design direction for new projects by identifing which architectural styles, building typologies, and universally-applicable design elements need to be incorporated into new Mixed-Use and Multifamily Residential projects in Livermore.

City Staff

- City staff will use the MODS to assist applicants and their representatives with project processing, and the MODS will serve as the basis for evaluating Mixed-Use and Multifamily Residential projects' design.

Review Bodies and Decision Makers

- The MODS will provide a basis for the Community Development Director, Planning Commission, City Council, and other review/decision-making bodies to assess a project application’s design compatibility with City standards.

EXHIBIT B

APPLICABILITY

The Mixed-Use and Multifamily Objective Design Standards (MODS) apply as follows:

- ☐ The MODS apply to all new mixed-use and multifamily residential projects with more than 10 residential units unless otherwise prohibited by State law.
- ☐ The MODS do not apply to additions, expansions, alterations, or remodels of existing residential buildings.
- ☐ Standards that apply to residential uses apply to both multifamily residential development and the residential portions of a mixed-use development.
- ☐ In the event that any objective standard is inconsistent among City of Livermore documents, the objective General Plan standards shall prevail, followed by the objective standards contained in an applicable Specific Plan, the Subdivision Ordinance, the Development Code, and the MODS, in that order. Furthermore, the requirements contained in Part 11 of the Development Code (Housing) prevail over other Parts of the Development Code.
- ☐ Unless otherwise directed by State law, Mixed-Use and Multifamily Residential projects subject to consistency with the MODS must also comply with:
    - the standards of the project's underlying Zoning District, the Subdivision Ordinance (if applicable),
    - other objective design and development standards within the Development Code, and
    - the objective standards contained in the General Plan and any applicable Specific Plan.
- ☐ The MODS should be used in concert with Part 11 of the Development Code (Housing). Part 11 contains several chapters the outline Livermore's requirements for streamlined housing review in accordance with State law. Eligibility for streamlined review often involves demonstrating compliance with the MODS.

EXHIBIT B

SOURCE MATERIAL

The MODS were created using Livermore's Design Standards and Guidelines document as a foundation. Typically, new residential development is required to be considered through the City's discretionary design review process, which includes review for compliance with Chapters 6 (Residential) or 7 (Mixed-Use) of the City's Design Standards and Guidelines.

Subjective standards may not be applied to projects that are eligible for streamlining under State law. The objective standards in the MODS aim to incorporate the intent of the Design Standards and Guidelines to the greatest extent possible, while providing standards that qualify as objective under State law.

Reference photos in the MODS are illustrative, not regulatory, and are not an exhaustive representation of applicable standards. In case of conflict between the text and a photo, image, figure, diagram, or graphic, the text controls.

USER'S GUIDE

The MODS includes the following key features:

Table 1 – Building Form and Architectural Style by Location.
The location of the project site will determine what combinations of architectural styles and building forms are available for the project.

Architectural Styles (Section 2)
These standards apply based on the chosen architectural style for the proposed project. This section includes both Mandatory Design Elements, which are required, as well as Variants and Details, which contain a menu of options to select from.

Building Forms (Section 3)
Different building typologies have different requirements. Each project must select a Building Form and follow the requirements of this section.

Frontage Types (Section 4)
The Building Form selected will determine the Frontage Types allowed. Each project must choose a Frontage Type and follow the requirements of this section.

Universal Objective Design Standards (Section 5)
Unless specifically stated otherwise, these apply to all Mixed-Use and Multifamily Residential projects regardless of density, height, building form, location, or style. Standards that are relevant to the City's Climate Action Plan strategies are denoted with this grape leaf symbol:

1. Identify the location of the property and determine if it is in a specific plan area or not.
2. Consult Table 1 and Figure 1 to determine what combination of Building Forms and Architectural Styles are available based on the location of the property.
3. Confirm that your desired building height works with the Building Form and Architectural Style you want to use.
4. Design your project to meet the standards for your chosen Architectural Style (Section 2).
5. Design your project to meet the standards for your chosen Building Form (Section 3) and Frontage Type (Section 4).
6. Design your project to meet all of the Universal Objective Design Standards (Section 5).

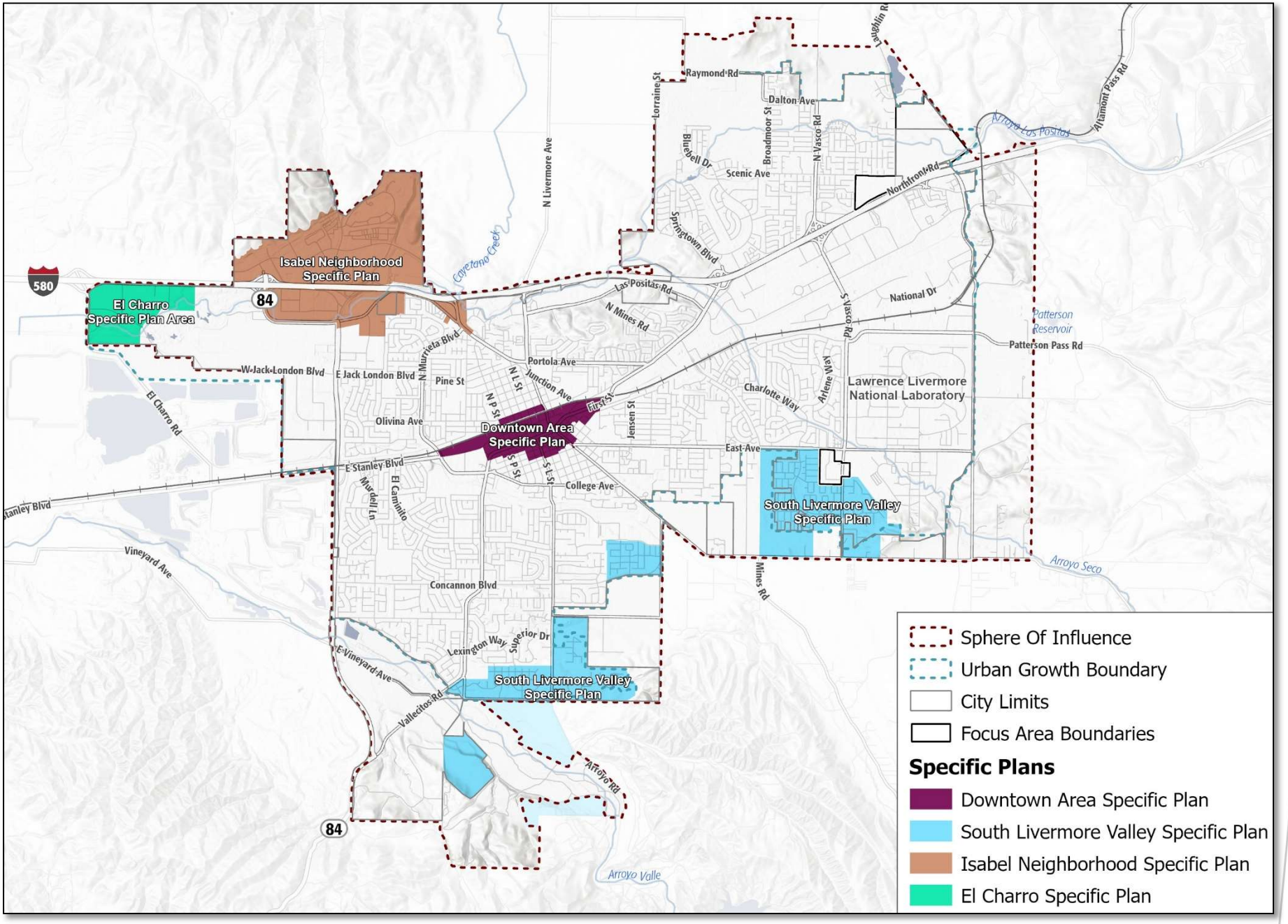
TABLE 1: BUILDING FORM AND ARCHITECTURAL STYLE BY LOCATION

		ARCHITECTURAL STYLES					
		Craftsman	Farmhouse	Prairie	Federal	American Mercantile*	Spanish Mediterranean
Height (stories)		Up to 3	Up to 3	Up to 3	2+	2+	3+
Allowed Locations							
	Isabel Neighborhood Specific Plan	✪	✪	✪	-	✪	-
	El Charro Specific Plan	-	-	-	-	✪	✪
	Downtown Specific Plan	✪	✪	✪	✪	✪	✪
	South Livermore Valley Specific Plan	✪	✪	-	-	-	-
	Future Specific Plans	✪	✪	✪	✪	✪	✪
	All other areas not identified above	✪	✪	✪	✪	✪	✪
Allowed Building Forms							
*	Podium	-	-	-	✪	✪	✪
	Wrap	-	-	-	✪	✪	✪
*	Commercial Block	-	-	-	✪	✪	✪
*	Ground Floor Flex	-	-	-	✪	✪	✪
	Garden	✪	-	-	✪	-	✪
	Courtyard	✪	✪	✪	✪	-	✪
	Motor Court	✪	✪	✪	✪	-	✪
	Townhouse	✪	✪	✪	✪	-	-
	Triplex through Sixplex	✪	✪	✪	✪	-	-
	Duplex (Any variation)	✪	✪	✪	✪	-	-
	Bungalow Court	✪	✪	✪	✪	-	-

* Ground Floor Activation Required.

Note: "Future Specific Plans" are those areas that are created as such after the adoption of these MODS.

FIGURE 1: EXISTING SPECIFIC PLANS



ARCHITECTURAL STYLES

Each mixed-use or multifamily residential project shall be consistent with the requirements of one of the architectural styles identified in this section. The architectural styles have been selected for their relevance to Livermore and the ability for the style and its key design elements to be adapted to a multi-story mixed-use or multifamily building. For a project site with multiple buildings, all buildings shall be of the same architectural style, except that Craftsman, Farmhouse, and Prairie-style buildings can occur together on the same project site.

The architectural styles in this section are:

- Craftsman
- Farmhouse
- Prairie
- Federal
- American Mercantile
- Spanish Mediterranean

For each style, there is a brief context statement about the style as well as objective design standards.

Examples of many of these styles can be viewed in ***A Field Guide to American Houses*** by Virginia Savage McAlester. A project is only subject to compliance with the standards, not the context statement. The context statement and reference to ***A Field Guide to American Houses*** are for background information only.

The standards for each architectural style are divided into two sections:

Mandatory Design Elements

- Features, materials, or methods that shall all be incorporated into a building of this architectural style.

Variants and Details

- Features, materials, or methods that are relevant to the architectural style. A building of this architectural style shall select a specified number of the variants or details to design into the building. It is the applicant's or architect's discretion which features to choose from the menu.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

CRAFTSMAN

Context

Craftsman was the dominant style for smaller houses built throughout the country for a short period of time from the turn of the century until the early 1920s. Downtown Livermore contains many examples of classic Craftsman architecture in the single-family home form, but this style adapts to multi-story buildings as well.

Building Scale:

1 to 3 stories

Building Forms Allowed:

- ☐ Garden
- ☐ Courtyard
- ☐ Motor Court
- ☐ Townhouse
- ☐ Triplex through Sixplex
- ☐ Duplex
- ☐ Bungalow Court

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Mandatory Design Elements

Each **Craftsman** building shall incorporate all of the following elements:

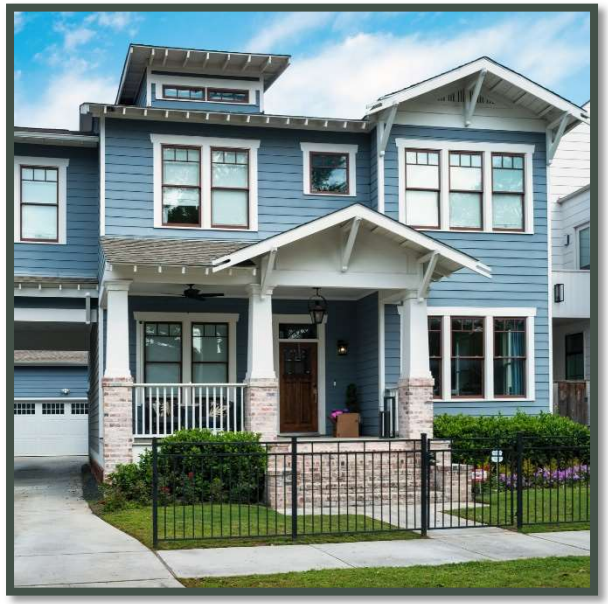
1. **Primary building material**. Wood or wood-like products (e.g. fiber cement board), such as horizontal or vertical lap siding, board-and-batten, or shingle siding.
2. **Accent materials**. Stone, brick, masonry, or castings utilized at the porch columns, at the base of the porch columns, chimneys, and/or at the building foundation.
3. **Roof materials**. Shingles made of composite wood, slate, concrete, or dimensional asphalt shingles (that mimic the look of wood or slate.)
4. **Roof pitch**. Low pitched, gabled roof with wide, open eave overhangs that extend at least 24 inches beyond the exterior wall on front and rear elevations and 12 inches on side elevations. Roof pitch shall be between 4:12 and 6:12.
5. **Roof features**. Roof beams, exposed roof rafters, and decorative braces under gables.
6. **Front porch**. Raised and covered porch for each ground floor unit entry and common building entry, either full or partial width, with roof supported by tapered square columns. Upper portions of porch columns may rest upon more massive pedestals, or the porch columns may extend to the ground. May be a shared porch that spans multiple unit entries. Porch design shall conform with the standards for **Frontage Types**.
7. **Windows**. Single- and double-hung windows with muntins in one or both panes. Windows shall have a vertical emphasis and be placed in groups or placed symmetrically.

SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Variants and Details

Each **Craftsman** building shall incorporate at least five of the following variants and details:

1. Two or three windows grouped in a single assembly with a unifying frame and mullions. Windows may vary in height and width, but shall be aligned either at the top header or at the bottom sill for unity. The window grouping shall be symmetrical.
2. Chimney of brick, stone, or precast concrete for each 10,000 square feet of building floor area.
3. Wainscot of brick, stone, or wood.
4. Architectural stickwork in gables or porch.
5. Material change in pediment area.
6. At least four window dormers, gable or shed, on front elevation.
7. Two window boxes on each street-facing elevation.
8. Transom windows on each street-facing elevation.
9. Trellised porch on front elevation at least 50% of the façade length.
10. Porte cochere.
11. At least four balconies on each street-facing elevation.



SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

FARMHOUSE

Context

The **Farmhouse** style incorporates elements inspired by traditional rural homes with modern adaptations. This style includes a balance of rustic and modern materials in a building that is designed to feel comfortable and less formal, with pitched roofs and large, functional porches.

Building Scale:

1 to 3 stories

Building Forms Allowed:

- ☐ Courtyard
- ☐ Motor Court
- ☐ Townhouse
- ☐ Triplex through Sixplex
- ☐ Duplex
- ☐ Bungalow Court

SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Mandatory Design Elements

Each **Farmhouse** building shall incorporate all of the following elements:

1. **Primary building material**. Wood siding, either in lap siding or board-and-batten, with a natural stain or painted finish. Siding may be oriented horizontally or vertically or a combination of the two.
2. **Accent building materials**. Stone or brick used around foundation walls, and as accent walls.
3. **Roof material**. Standing seam metal, (fire safe) cement fiber wood shingle, or asphalt shingles in gray, dark brown, or weathered red.
4. **Primary building colors**. Neutral tones: white, off-white, beige, gray, natural wood.
5. **Accent colors**. Black, charcoal, or dark gray, for trim, doors, and window frames.
6. **Window frames**. Windows have washed white or natural wood frames. For a modern adaptation, bronze metal frames may be used. Silver/anodized metal frames are not allowed.
7. **Entry doors**. Unit entrance doors are partially-glazed, and have glass panels, cross-brace detailing, transom windows, and sidelights.
8. **Roof form**. The building shall feature steep, symmetrical gable roofs, with slopes between 8:12 and 12:12 pitch. The gable roof may be extended or adapted to accommodate multiple units. Hipped roof elements may be used for some sections, and, if employed, shall be a secondary roof form in that gable roof forms shall cover at least 75% of the linear measurement of the roofline.

SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Mandatory Design Elements (continued)

9. **Front Porch**. A front porch for each ground floor unit entry and common building entry that is at least 50% the length of the unit façade. The porch shall be supported by unadorned wooden columns (i.e., without decoration or articulation) with metal railings or open balusters. This may be a shared porch that spans multiple units. Porch design shall conform with the standards for **Frontage Types**.
10. **Windows**. Windows shall be in rectangular or square forms. Windows shall primarily be single- or double-hung or casement windows, but up to 25% of the windows may be fixed-pane.

Variants and Details

Each **Farmhouse** building shall incorporate at least three of the following variants and details:

1. Sliding barn doors on at least two of the building façades.
2. Single window shutter that is equal to the size of the window on 50% of the windows on each façade.
3. Exposed rafters and soffits.
4. Dormer windows on upper floor with combined widths that equal at least 25% of the linear foot length of the roof.
5. Wall-mounted or hanging light fixtures in black, bronze, or other metallic finish.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

PRAIRIE

Context

The **Prairie** style originated in Chicago, was common in early 20th-century suburbs throughout the country, and most examples were built between 1905 and 1915. When adapted for a multi-unit building, the style may incorporate wide, horizontal façades, tiered levels to maintain a low-profile appearance, shared outdoor spaces with natural landscaping, and materials like brick, stone, or wood to reflect its organic roots.

Building Scale:

1 to 3 stories

Building Forms Allowed:

- ☐ Courtyard
- ☐ Motor Court
- ☐ Townhouse
- ☐ Triplex through Sixplex
- ☐ Duplex
- ☐ Bungalow Court

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Mandatory Design Elements

Each **Prairie** building shall incorporate all of the following elements:

1. **Primary building materials**. Natural materials including brick of any color, stone, wood siding, and stucco.
2. **Accent building materials**. Stone, textured brickwork, wood paneling, exposed wood beams, and patterned concrete.
3. **Primary building colors**. Earthy tones including beige, taupe, and muted greens, browns, and grays.
4. **Accent building colors**. Trim and doors shall be darker tones of the primary building colors (dark green, dark burgundy, dark brown, dark gray).
5. **Roof material**. Fire safe wood shingle or a cement-fiber shingle with the appearance of shake.
6. **Entry doors**. Unit or building entry door shall be wood with inset glass detailing and sidelights.
7. **Roof form**. Low-pitched hipped roof with boxed eaves that overhang by at least 36 inches. Roof pitch is between 4:12 and 6:12.
8. **Porch or stoop**. Covered porch or stoop for each ground floor unit entry and common building entry with square supports that are individually 10% of porch width. Porch may be a shared porch that spans multiple units and must span at least 25% of the building façade. Design shall conform with the standards for **Frontage Types.**
9. **Grouped windows**. At least 50% of the windows on each elevation shall be grouped in sets (two or more windows in a set).
10. **Building articulation**. Articulated "pop out" building elements that are offset from the main wall plane by a minimum of 12 inches and have trim detailing on all corners. Pop out area shall be the height of at least one story and shall be at least 10' wide.

Variants and Details

Each **Prairie** building shall incorporate at least five of the following variants and details:

1. Caps on porch and balcony railings, piers, balconies, and chimneys with accent color(s).
2. Accent color(s) on eaves and cornice.
3. Wood trim between stories painted in an accent color.
4. Continuous sill line below upper story windows.
5. Integral planting boxes at upper story windows.
6. Flattened pedestal urns for flowers.
7. Geometric patterns of small-pane window glazing in the upper sash of single- or double-hung windows and muntin-free panes of glass in the lower sash.
8. Tall casement windows. The individual window height shall be at least 2.5 times greater than the window width.
9. Gable roof edges flattened.
10. Ribbon windows that wrap around the corner.
11. Broad, flat chimney.
12. Open terrace or balconies on upper stories.
13. Decorative friezes or door surrounds consisting of bands of carved geometric or stylized floral (Sullivanesque) ornamentation.
14. Casement or clerestory windows on street-facing elevations.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

FEDERAL

Context

Federal architecture emerged in the United States in the late 18th century and was widely used in residential, civic, and institutional buildings. This style has an emphasis on symmetry, balanced proportions, and classical details. Though widely used on the East Coast in grand single-family homes, the style has evolved and is effectively used in multifamily residential buildings as well.

Building Scale:

Two or more stories

Building Forms Allowed:

- ☐ Podium
- ☐ Wrap
- ☐ Commercial Block
- ☐ Ground Floor Flex
- ☐ Garden
- ☐ Courtyard
- ☐ Motor Court
- ☐ Townhouse
- ☐ Triplex through Sixplex
- ☐ Duplex
- ☐ Bungalow Court

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

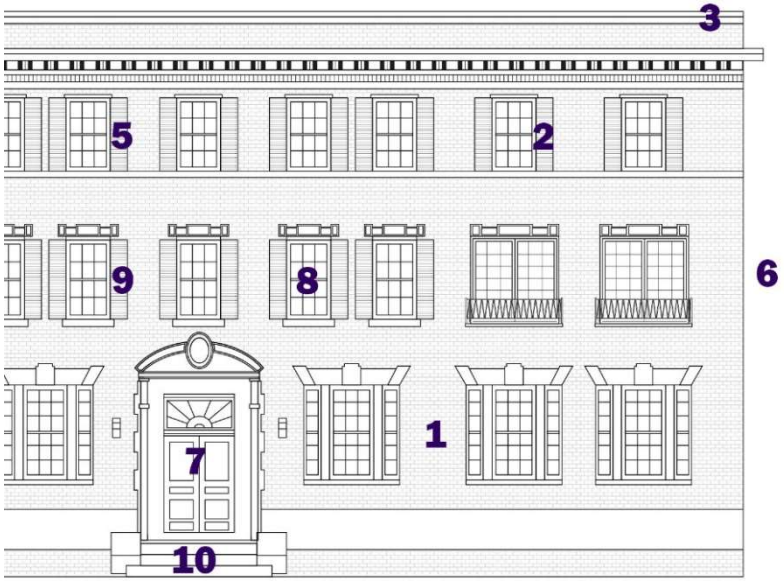
SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Mandatory Design Elements

Each **Federal** building shall incorporate all of the following elements:

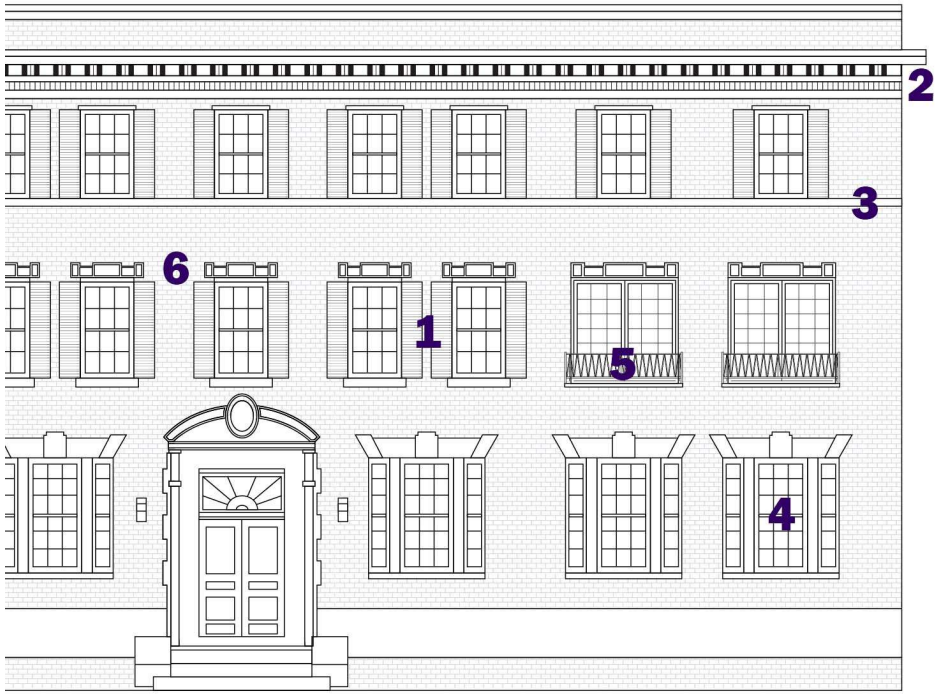
1. **Primary building material**. Brick or stone (veneer) and/or or lap siding. Painted wood or fiber cement board that mimics lap siding or clapboard is also allowed. If brick is used, it is traditional red and laid in a traditional pattern such as Flemish or English bond.
2. **Accent materials**. Wood shutters and protruding lintels and sills made from stone, masonry, or concrete.
3. **Roof**. Either a steeply pitched roofline (8:12 to 12:12) with roof dormers or flat roof with an extended cornice at least 12 inches in height with modillions and/or dentils that protrudes a minimum of 18 inches from the building wall. Roofing material includes (fire-safe) wood shingles, slate (or modern synthetic slate equivalent), composite shingles that mimic wood or slate, or standing-seam metal. Roof parapets shall screen rooftop equipment.
4. **Primary building colors**. Wood is white, cream, or light gray. Brick is traditional red. Stone shall remain the natural color of the stone.
5. **Accent building colors**. Shutters and doors are black, dark green, dark burgundy, or navy blue. Trim for windows, doors, and cornices is white.
6. **Building form**. Rectangular in form with symmetrical and proportional building elements. Doors and windows balanced on the façade and following classical proportions.
7. **Entry door**. Front door centered on the façade with an overhead crown either supported by pilasters or extended forward and supported by columns to form an entry porch. The primary building entry (or entries) shall have overhead fan lights or sidelights (or both) and an equal number of equally-sized windows on either side of the door.
8. **Windows**. Single- or double-hung sashes shall have multi-pane glazing (divided lites) in one or both sashes.
9. **Shutters**. Sized equal to the width of the windows and shall be placed uniformly on the front façade on at least 50% of the windows.
10. **Ground floor stoop**. At the front entry to each unit and/or common building entry.



Variants and Details

Each **Federal** building shall incorporate at least five of the following variants and details:

1. Windows in adjacent pairs.
2. Open eaves and rake or exposed rafters.
3. Belt courses (refined moldings at floor or story divisions).
4. Bay windows on street-facing elevations.
5. Decorative ironwork at balcony railings or at other functional spaces such as ground-floor patios.
6. Accents around window frames (e.g. exterior window sills, exterior window cornice header box, brick frame at window header)
7. Roof dormer(s).



SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

AMERICAN MERCANTILE

Context

The **American Mercantile** architectural style is a broad term that describes commercial buildings from the late 19th and early 20th centuries, particularly in small towns and urban centers across the United States.

Buildings in the **American Mercantile** style were designed primarily for retail and business purposes, with housing and offices incorporated into upper floors. The buildings often reflected a mix of architectural influences, emphasizing practicality and local materials, but are very effective in creating a mix of uses that bring vitality to city centers and commercial districts.

Building Scale:

Two or more stories

Building Forms Allowed:

- ☐ Podium
- ☐ Wrap
- ☐ Commercial Block
- ☐ Ground Floor Flex

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

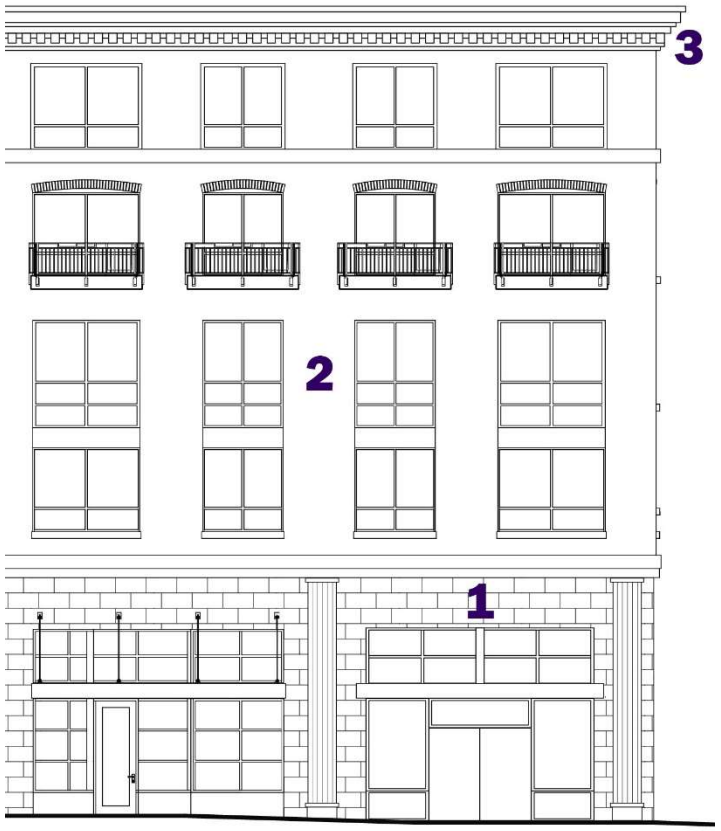
SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Mandatory Design Elements

Each **American Mercantile** building shall incorporate all of the following elements:

1. **Primary building material**. A distinct building base at the ground floor that uses different materials and has a different form from the upper floors.
   a. Brick or stone at the ground level.
   b. On upper floors, other materials can be used, including brick, stone, stucco, natural or composite wood cladding, fiber cement panels, metal, tile.
2. **Primary colors**. One- or two-color palette with the primary focus on the materials. For those building materials that are painted a color different than their natural condition (e.g. wood, stucco, fiber cement panels), there shall be one primary building color and no more than two accent colors on any elevation.
3. **Roof form**.
   a. Flat or low-pitched roof. Roof pitch shall be no steeper than 3:12 except for a small portion of the roof, if designed to be an architectural feature (no more than 10% of the roof), which can be steeper than 3:12.
   b. Decorative cornices at least 12 inches in height that project from the roofline a minimum of 8 inches with metal, brick, stone, or plaster.
   c. Parapets are required to screen rooftop equipment.



SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

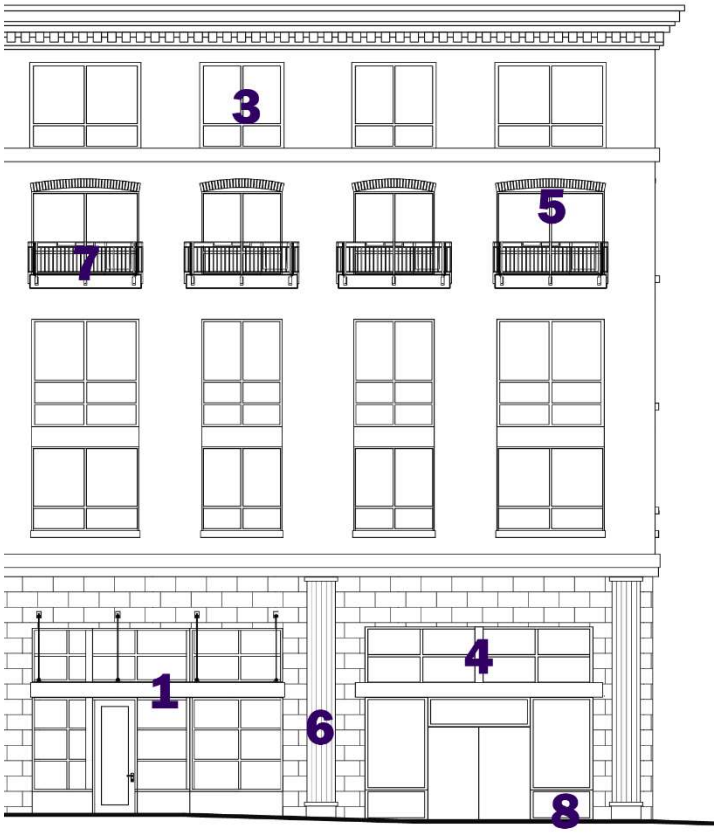
d. If pitched, roof materials can be standing-seam metal or slate (or modern synthetic slate equivalent).

4. Activated ground floor with one of the following **Frontage Types**:
   a. Shopfront
   b. Terrace Shopfront
   c. Gallery
5. Ground floor features.
   a. Ground floor is a minimum of 12’ in height and taller than upper stories.
   b. Recessed entries at the ground-floor storefronts and at the main entry to the upper residential floors. Entries shall be recessed a minimum of 3’.
   c. Entry doors shall include windows that encompass at least 65% of the upper half of the door.
   d. Placement of windows, columns, entries and other building elements in an established pattern along the elevation. The established pattern can be different at different stories.
   e. A minimum of 40% of the street-facing linear frontage of the ground floor shall contain windows at least 5’ in height.

Variants and Details

Each **American Mercantile** building shall incorporate at least five of the following variants and details:

1. Awnings, canopies or overhangs at the ground-floor entries and windows built from steel, aluminum, or wood trellises.
2. Outdoor street-adjacent spaces with permanently-installed pedestrian-focused elements including enclosed patios, decorative planter boxes, and sidewalks that are at least 8' in width.
3. Windows on upper floors are single- or double-hung with a window sill and window lintel.
4. Transom windows over the storefront doors and display windows on the ground floor.
5. Arched windows with decorative lintels.
6. Pilasters or columns at the ground level detailed with an accent material.
7. Upper floor balconies that extend off the front plane of the building. Can either be full balconies or juliette. Balcony railings shall be metal or shall match another accent material or feature employed on the building.
8. Bulkhead wall between 12 and 24 inches in height.



SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

SPANISH MEDITERRANEAN

Context

Spanish Mediterranean is an architectural style inspired by the Spanish missions in California. It blends traditional Spanish design elements with modern construction techniques and has adapted well for multifamily and mixed-use development.

Building Scale:

Three or more stories

Building Forms Allowed:

- ☐ Podium
- ☐ Wrap
- ☐ Commercial Block
- ☐ Ground Floor Flex
- ☐ Garden
- ☐ Courtyard
- ☐ Motor Court

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Mandatory Design Elements

Each **Spanish Mediterranean** building shall incorporate all of the following elements:

1. **Primary building material**. Smooth or textured stucco.
2. **Accent materials**. Clay, wood, tile, and wrought iron.
3. **Roof materials**. Red or terracotta barrel tiles. The roof may be constructed of actual barrel tile or other materials that simulate barrel tile.
4. **Low-pitched roofs** (slope no greater than 4:12) shall have wide overhangs and eaves at least 3' in depth. Each roof eave shall contain at least one rafter tail per 6 linear feet of length.
5. **Primary building colors**. White, brown, or taupe.
6. **Accent building colors**. Used for trim, rafter tails, and doors. Earth-toned color in the brown, burgundy, or gray family that is darker than the primary building color.
7. **Arches and arcades**. Arched windows, doorways, and colonnades that define entryways, patios, and balconies.
8. **Balconies**. On a minimum of 30% of the units. Wrought iron railings and wooden accents. Minimum dimensions 6' wide and 4' deep.
9. **Multi-Level Layouts**. Staggered floors with varied height rooflines and tower elements.

Variants and Details

Each **Spanish Mediterranean** building shall incorporate at least five of the following variants and details:

1. **Decorative tile work**. Hand-painted ceramic tiles used for exterior stair risers, wall accents, window lentils or sills, and signage.
2. **Central courtyard.** With landscaped gardens, can be in raised planters and/or terracotta pots.
3. **Decorative fountains**. Either stand-alone or integrated into a wall plane. One per building façade.
4. **Arches**. Arched window, door, or gallery/porch entries with a vertical plane deflection of at least one foot for windows and 2' for doors and entries. Arches shall be integrated in at least 50% of the windows, door, or entries on each façade.
5. **Ornamentation**. At least one of the following details per 35 linear feet of building façade. Each detail shall be at least 6 inches by 6 inches in size. Details may be located at different heights or arrangements. Options are:
   a. Patterned tile installation,
   b. Carved stonework, or
   c. Other wall surface ornamentation.

Variants and Details (continued)

6. **Coping**. Coping at least 6 inches in width installed around all windows, entries, and doors, and along the ridge of all dormers, parapets, and chimney or bell tower caps.
7. **Decorative wood doors.** Entry doors of solid wood with ornamental carvings and/or wrought iron hardware.
8. **Juliet balconies**. At least one Juliet balcony with a wrought iron railing per 25 linear feet of building façade.
9. **Cantilevered balcony**. Supported by exposed beams or corbel braces.
10. **Chimney**. At least one chimney (or faux chimney) per 10,000 square feet of building area. Each chimney (or faux chimney) shall have an architectural cap with trim band of at least six inches.
11. **Trellis**. At least one trellis on at least two building façades.
    a. Each trellis length shall be at least 50% of the linear length of the building façade.
    b. Each trellis height shall be at least as tall as the height of the first building floor.
    c. Each trellis shall be made of stained wood or wrought iron.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

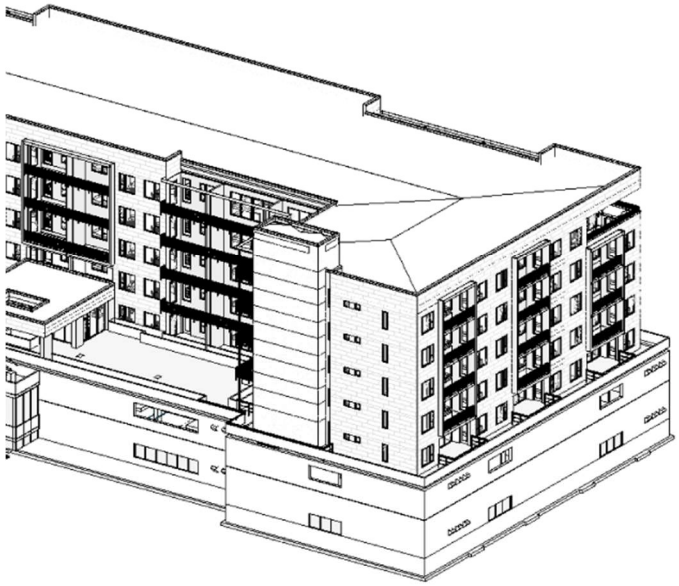
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

BUILDING FORMS

PODIUM

Context

A **Podium** building is a mid-rise residential or mixed-use building where the lower level, often made of concrete, functions as a "podium" to support multiple stories, usually wood-framed construction, of residential units above. The podium floor at the ground level typically features street-facing commercial or office tenant spaces, and parking garages, lobbies, common spaces, or other building amenities, while the upper floors are dedicated to residential units.



Building Frontages Allowed

- ☐ Shopfront
- ☐ Terrace Shopfront
- ☐ Gallery

Pedestrian Access

- ☐ Main building entrance location(s) at the ground floor: Primary Street
- ☐ Secondary building entrances on the ground floor: Primary or Side Street

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

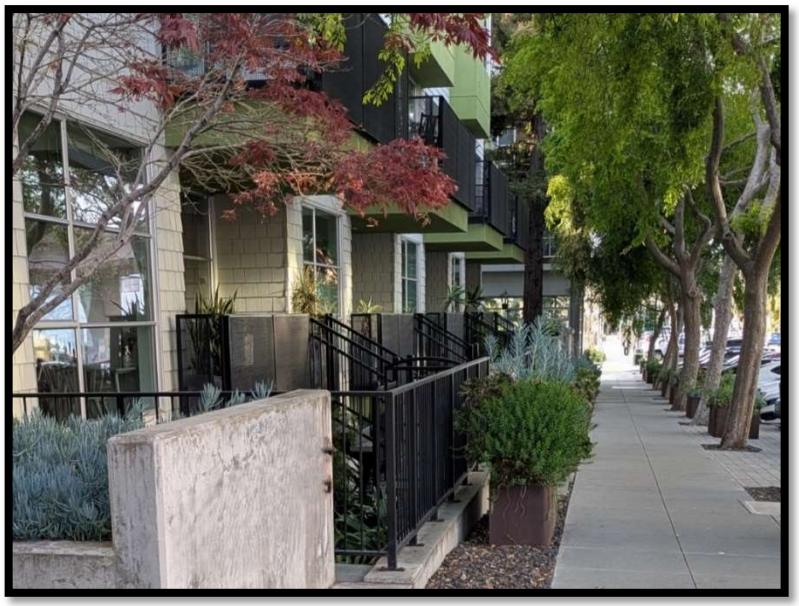
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Vehicle Access

- ☐ At least 75 % of provided parking spaces shall be located in a parking garage.
- ☐ Vehicular access to onsite surface parking and the parking garage shall be located in one of the following locations:
  - ☐ Side Street
  - ☐ Building Rear
  - ☐ Same façade as the building entrance if located at the opposite end.

Open Space, Usable

- ☐ No private open space is required, except as may be required by the chosen architectural style.
- ☐ Shall provide 125 square feet of common, usable, open space per unit. Common open space may be located outdoors, on rooftops, courtyards, paseos, patios, or indoors in common areas like lounges and gyms.
- ☐ Common open space shall be accessible for use by the residents and shall not include pathways, stormwater retention areas, landscape areas, lobbies, storage areas, and other spaces that cannot be used for the purposes of recreation.



These podium-style buildings have both residential units and commercial space on the ground floor. The entrance to the podium parking garage is on the side street.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

WRAP

Context

A **Wrap** (also called a "wrap around podium") building is a mid-rise residential or mixed-use building where a central, multi-story concrete parking garage is surrounded by multiple floors of residential units, which are almost always wood-framed construction. The ground floor units can be residential or commercial uses.

Building Frontages Allowed

- ☐ Porch
- ☐ Stoop
- ☐ Forecourt
- ☐ Shopfront
- ☐ Terrace Shopfront
- ☐ Gallery

Pedestrian Access

- ☐ Main building entrance location(s) at the ground floor: Primary Street
- ☐ Secondary building entrances on the ground floor: Primary or Side Street

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Vehicle Access

- ☐ At least 75% of provided parking spaces shall be located in a parking garage.
- ☐ Vehicular access to onsite surface parking and the parking garage shall be located in one of the following locations:
  - ☐ Side Street
  - ☐ Building Rear
  - ☐ Same façade as the building entrance if located at the opposite end.

Open Space, Usable

- ☐ No private open space is required, except as may be required by the chosen architectural style.
- ☐ Shall provide 125 square feet of common, usable, open space per unit. Common open space may be located outdoors, on rooftops, courtyards, paseos, patios, or indoors in common areas like lounges and gyms.
- ☐ Common open space shall be accessible for use by the residents and shall not include pathways, stormwater retention areas, landscape areas, lobbies, storage areas, and other spaces that cannot be used for the purposes of recreation.

These wrap-style buildings have both residential units and commercial space on the ground floor. The structured parking garage is in the middle of the building and is almost completely wrapped by residential units or commercial spaces.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

COMMERCIAL BLOCK

Context

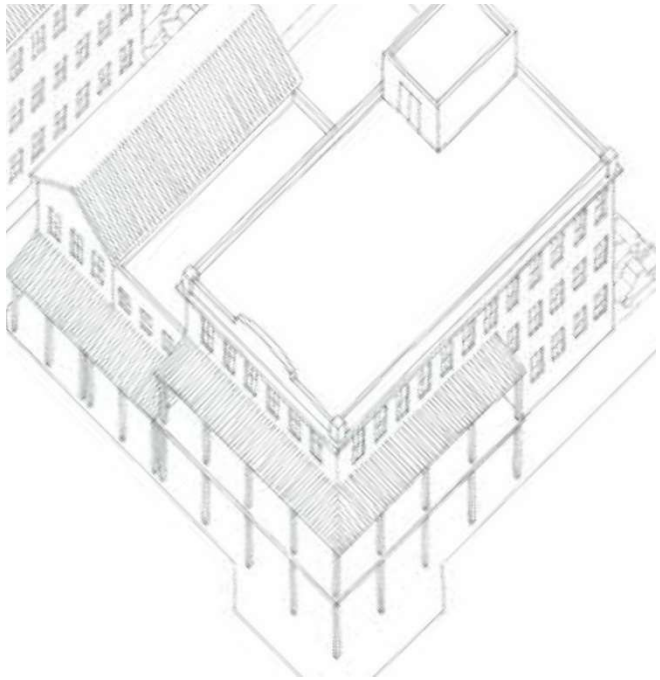
A **Commercial Block** building is a vertical mixed-use building with ground floor commercial or recreational uses and upper floor office or residential uses. Larger versions of these building forms are located in town centers and smaller versions in neighborhood main streets. These MODS are applicable if a Commercial Block building includes residential uses.

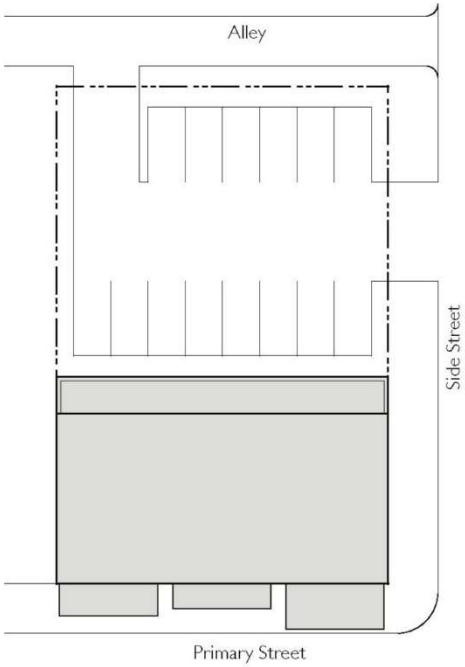
Building Frontages Allowed

- ☐ Shopfront
- ☐ Terrace Shopfront
- ☐ Gallery

Pedestrian Access

- ☐ Main building entrance location(s) at the ground floor: Primary Street
- ☐ Secondary building entrances on the ground floor: Primary or Side Street





SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Vehicle Access

- ☐ Parking spaces may be enclosed, covered, or open
- ☐ Vehicular access to onsite surface parking or garage(s) shall be located in one of the following locations:
  - ☐ Side Street
  - ☐ Building Rear
  - ☐ Same façade as the building entrance if located at the opposite end.

Open Space, Usable

- ☐ No private open space is required, except as may be required by the chosen architectural style.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

GROUND FLOOR FLEX

Context

A **Ground Floor Flex** building consists of residential units stacked above a flexible ground-floor space used primarily for office or commercial uses. Each **Ground Floor Flex** space has its own individual entry. This building form is typically located in the transitional areas between mixed-use commercial centers and residential areas. Units are appropriate for incubating neighborhood-serving retail or service uses and allowing neighborhood main streets to expand as the market demands.

Building Frontages Allowed

- ☐ Shopfront
- ☐ Terrace Shopfront
- ☐ Gallery

Pedestrian Access

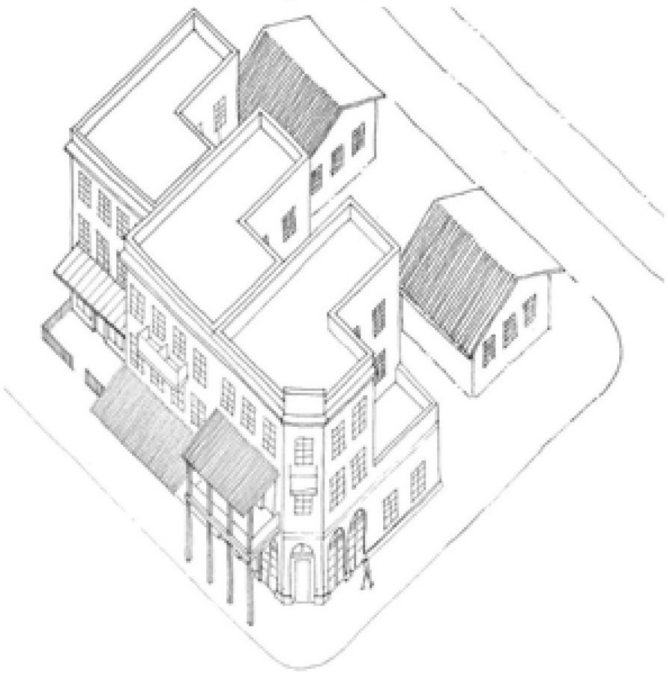
- ☐ Main building entrance locations: Primary Street
- ☐ Ground floor space and upper unit space shall have separate building entries.

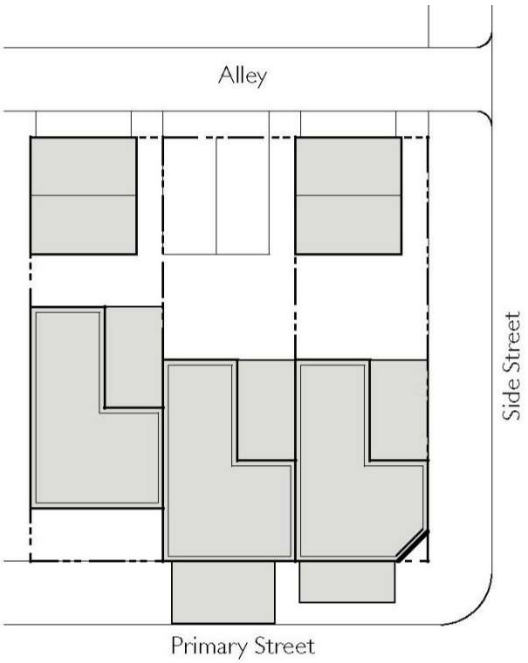
Vehicle Access

- ☐ Parking may be enclosed, covered, or open.
- ☐ Garages may be attached, detached, or tuck-under.
- ☐ Access to parking spaces shall be from Side Street or Alley.

Open Space, Usable

- ☐ No private open space is required, except as may be required by the chosen architectural style.



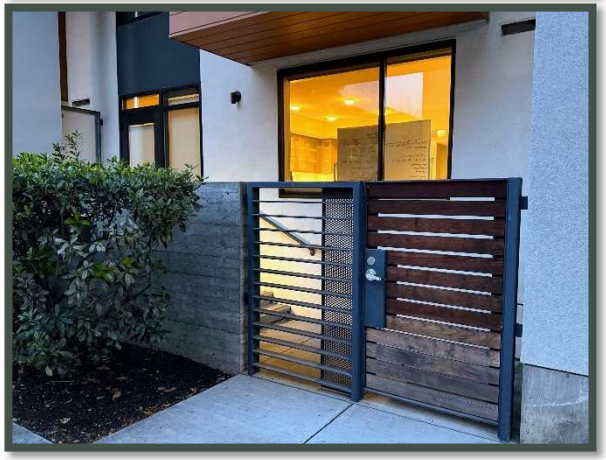


SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS



SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

GARDEN

Context

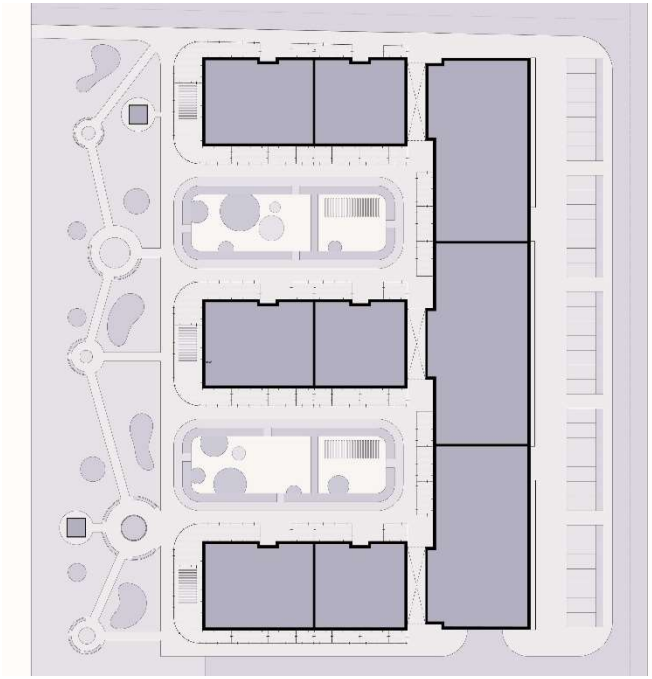
A **Garden** building form consists of a cluster or series of several buildings on the same project site that are low-to-mid-rise and contain multiple attached and stacked units. A **Garden** site features shared outdoor landscaped spaces that include courtyards, play areas, pathways, planted areas, lawns, and shared facilities like pools, fitness centers, and spas. Buildings are usually no more than five stories high.

Building Frontages Allowed

- ☐ Porch
- ☐ Stoop
- ☐ Forecourt

Pedestrian Access

- ☐ Main entrance locations to each building from pathways that are internal to the site and that connect to the parking areas.
- ☐ Stairways to second floor entries shall be internal to the building and enclosed. No exterior stairways.



SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

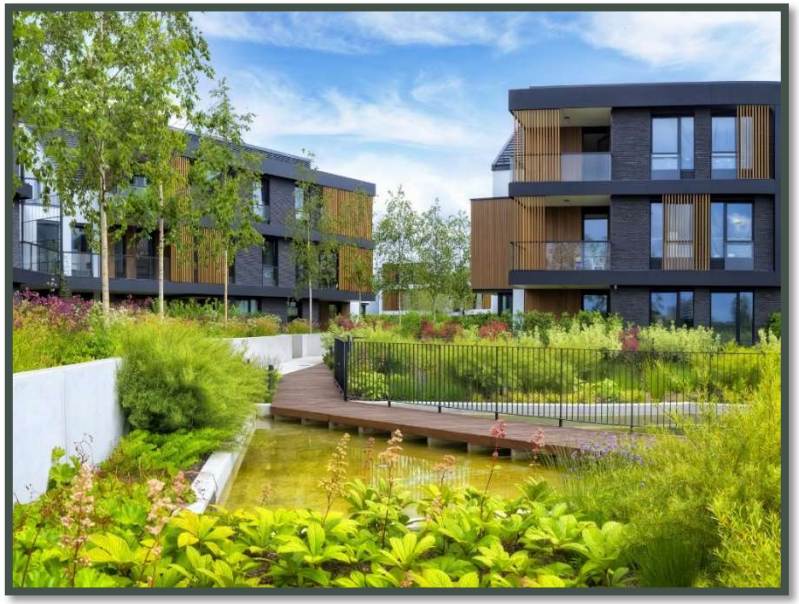
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Vehicle Access

- ☐ Parking spaces may be enclosed, covered, or open.
- ☐ Parking is at the perimeter or rear of the site in surface spaces.
- ☐ Access to parking spaces shall be from Primary Street, Side Street or Alley.
- ☐ No parking spaces are permitted at the front of the site between the building and street.

Open Space, Usable

- ☐ Private: 25% of all units shall have a private open space of at least 24 square feet.
- ☐ Common: Shall provide 250 square feet of common, usable, open space per unit. Common open space shall be located outdoors, between and around the building footprints.
- ☐ Common open space shall be accessible for use by the residents and shall not include pathways, stormwater retention areas, landscape areas, lobbies, storage areas, and other spaces that cannot be used for the purposes of recreation.



These garden-style buildings have generous green spaces on site that are accessible and usable by residents.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

COURTYARD

Context

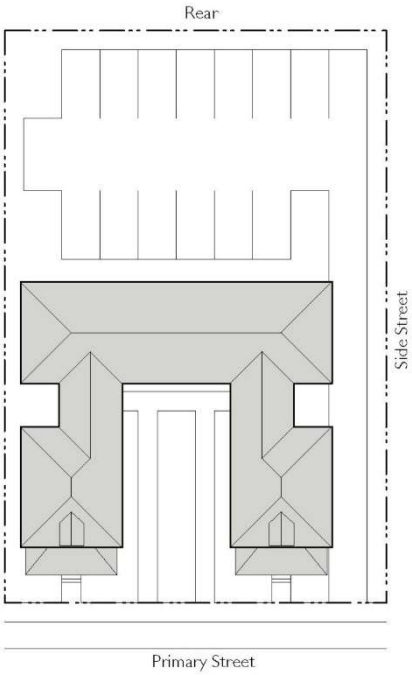
A **Courtyard** building contains multiple attached and stacked units, oriented around and accessed from a central courtyard. Each unit may have its own individual entry or several units may share a common entry, which is accessed from the central courtyard. These buildings are often no more than three stories and parking is typically at the back or perimeter of the site in surface spaces.

Building Frontages Allowed

- ☐ Porch
- ☐ Stoop

Pedestrian Access

- ☐ Main entrance location to each unit is from the central courtyard.
- ☐ Unit entry walkways can serve multiple units or just one, but no more than 3 units may enter from one stoop.
- ☐ Stairways to second floor entries shall be internal to the building and enclosed. No exterior stairways.



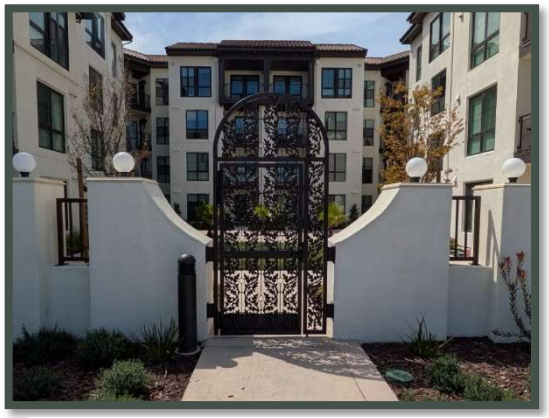
SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Vehicle Access

- ☐ Parking spaces may be enclosed, covered, or open.
- ☐ Parking is at the perimeter or rear of the site in surface or tuck-under spaces.
- ☐ Access to parking spaces shall be from Primary Street, Side Street or Alley. Access to parking from the Primary Street shall be limited to a drive aisle only. No parking spaces at the front of the site between the building and street.

Open Space, Usable

- ☐ Courtyard shall be a minimum of 20' wide and deep
- ☐ Edge of courtyard not defined by a building shall be defined by a wall ranging from 2'-6 inches to 3' tall.
- ☐ No private open space is required, except as may be required by the chosen architectural style.



These Courtyard style buildings have common open space with amenities for residents and guests in the middle of the U-shaped buildings.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

MOTOR COURT

Context

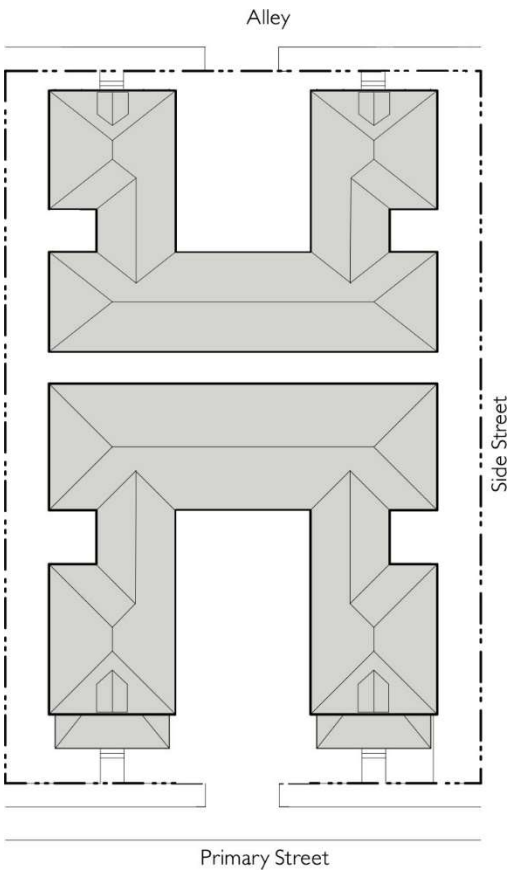
A **Motor Court** building contains multiple attached units that can be stacked or arranged side-by-side and oriented around a central courtyard. However, in the case of a **Motor Court**, the shared courtyard space is a shared vehicular space (known as motor court). The motor court accesses individual garages or ground-floor parking spaces for each unit. Individual unit front door entries are on the outside of the motor court building and are accessed by walkways both from the motor court and from pathways that connect the perimeter of the building to the street and on-site common spaces.

Building Frontages Allowed

- ☐ Porch
- ☐ Stoop

Pedestrian Access

- ☐ Main entrance location to each unit is on the perimeter of the motor court-oriented buiding.
- ☐ Unit entry walkways can serve multiple units or just one, but no more than 3 units may enter from one stoop.
- ☐ Stairways to second floor entries shall be internal to the building and enclosed. No exterior stairways.



SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Vehicle Access

- ☐ Parking spaces are tuck-under and enclosed and accessed from the central motor court.
- ☐ Access to parking spaces shall be from Primary Street, Side Street or Alley. Access to parking from the Primary Street shall be limited to the drive aisle only. No parking spaces at the front of the site between the building and street.

Open Space, Usable

- ☐ 50% of all units shall have a private open space of at least 24 square feet.

Motor Court style buildings have a common garage-access court and entrances to the units on the perimeter of the building.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

TOWNHOUSE

Context

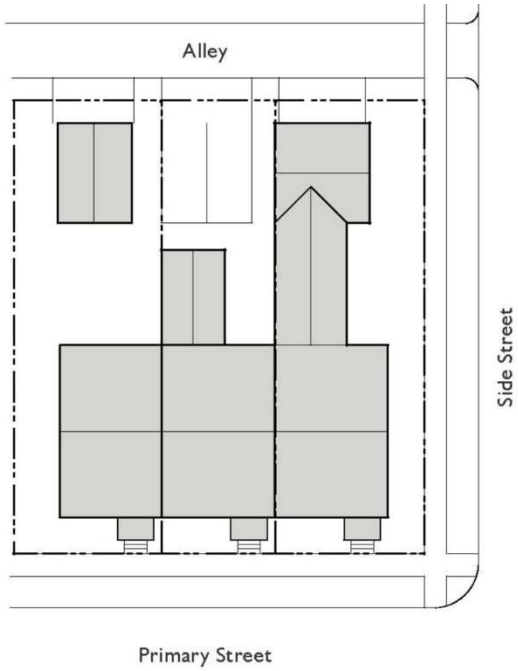
A **Townhouse** building contains three or more attached units placed side-by-side whereby each unit has its own entry at a porch or stoop and private garages for each unit accessed by a shared driveway on the opposite side of the building.

Building Frontages Allowed

- ☐ Porch
- ☐ Stoop

Pedestrian Access

- ☐ Main entrance location to each unit is on the Primary Street, Side Street, or Paseo.
- ☐ Walkways can serve multiple units, but each unit shall have an individual entry with a porch or stoop.



Building Articulation

For Townhome-style projects of four or more units, every other unit shall be differentiated from its adjacent units with the following plane changes:

- ☐ Minimum 12 inch roof plane change.
- ☐ Minimum 12 inch wall plane change.

SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Vehicle Access

- ☐ Parking spaces are tuck-under, enclosed, and accessed from an internal drive aisle or alley.
- ☐ Access to parking spaces shall be from Primary Street, Side Street or Alley. Access to parking from the Primary Street shall be limited to the drive aisle only. No parking spaces at the front of the site between the building and street.

Open Space, Usable

- ☐ Private open space: Minimum 40 square feet per unit.
  - ☐ Shall be provided in a porch, patio, stoop, balcony, yard, or combination thereof
  - ☐ Minimum depth of 4'
- ☐ Common open space: Minimum of 60 square feet per unit.
- ☐ Required street setbacks and driveways shall not be included in the total private or common open space area calculation.

Both of these Townhouse style buildings demonstrate the requirement for adequate building articulation and changes in materials to differentiate the units while still providing consistency in design.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

TRIPLEX THROUGH SIXPLEX

Context

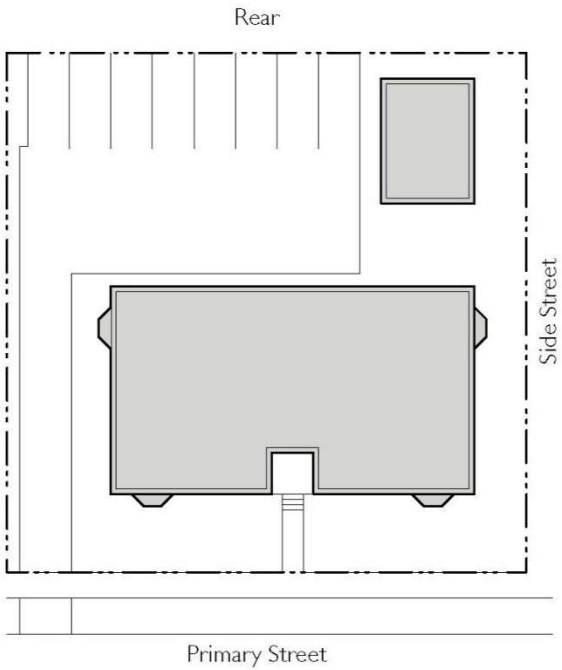
A **Triplex through Sixplex** building contains 3, 4, 5, or 6 side-by-side or stacked units in a building, either with one shared entry or individual entries. This building form typically has the look of a large single-family home.

Building Frontages Allowed

- ☐ Porch
- ☐ Stoop
- ☐ Forecourt

Pedestrian Access

- ☐ Main entrance location to each unit is on the Primary Street.
- ☐ Walkways can serve multiple units and each unit can have an individual entry with a porch or stoop. Alternatively, the building could have a shared entrance that serves several units.



SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Vehicle Access

- ☐ Access to parking spaces shall be from Primary Street, Side Street or Alley.
- ☐ Access to parking from the Primary Street shall be limited to the drive aisle only. No parking spaces at the front of the site between the building and street.
- ☐ Parking may be enclosed, covered, or open.

Open Space, Usable

- ☐ Total open space: Minimum of 100 square feet per unit, combined between common and private spaces.
- ☐ Can be provided in a porch, patio, stoop, balcony, yard area, or amenity space.
- ☐ Required street setbacks and driveways shall not be included in the total open space area calculation.

Triplex through Sixplex buildings can often blend well into established neighborhoods on infill lots.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

DUPLEX

Context

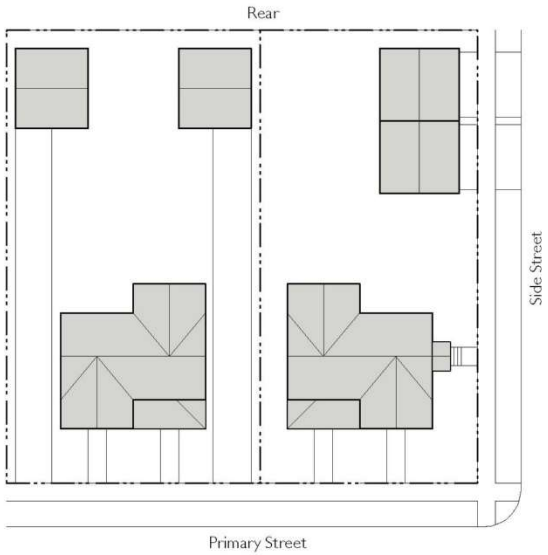
A **Duplex** building contains two units. Unit orientation can be side-by-side (sharing party wall), front-to-back (same), or stacked, where one unit is above another. This building form typically has the look of a single-family home.

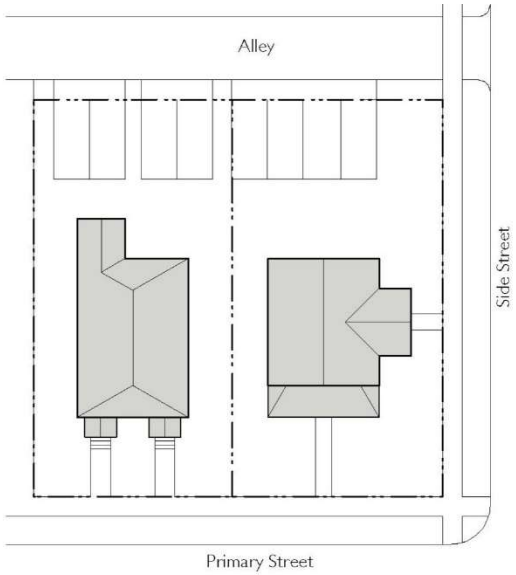
Building Frontages Allowed

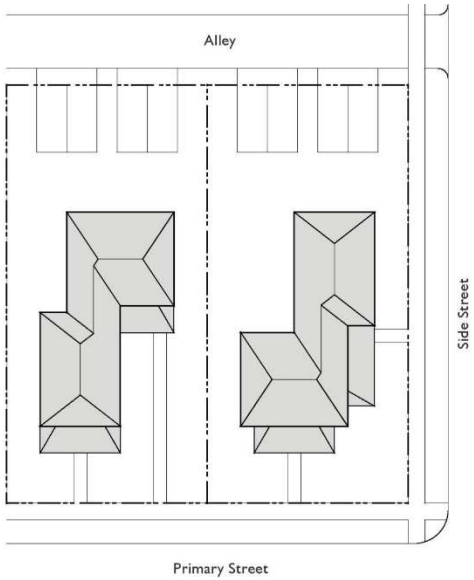
- ☐ Porch
- ☐ Stoop

Pedestrian Access

- ☐ Main entrance location to each unit is on the Primary Street.
- ☐ On corner lots, each unit entry shall be on a different street.







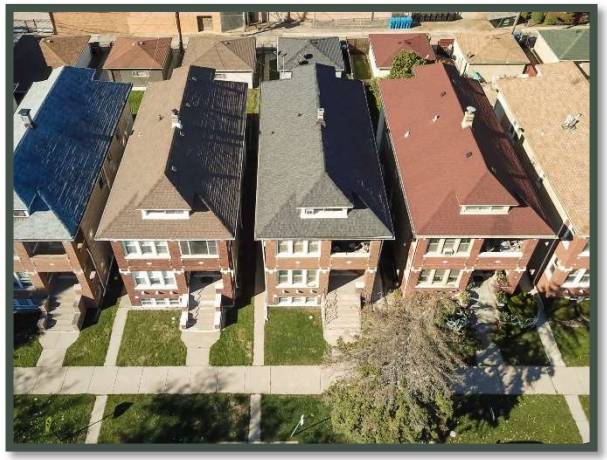
SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Vehicle Access

- ☐ Access to parking spaces will be from Primary Street, Side Street or Alley.
- ☐ No parking spaces at the front of the site between the building and street.
- ☐ Parking may be enclosed, covered, or open.

Open Space, Usable

- ☐ Private open space:
- ☐ Minimum of 300 square feet per unit.
- ☐ At least one of the private open space areas shall be a minimum width of 15’ and minimum depth of 15’.
- ☐ Private open space may be in the form of porches, stoops, balconies, yards, and patios.
- ☐ Required street setbacks and driveways shall not be included in the total open space area calculation.



SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

BUNGALOW COURT

Context

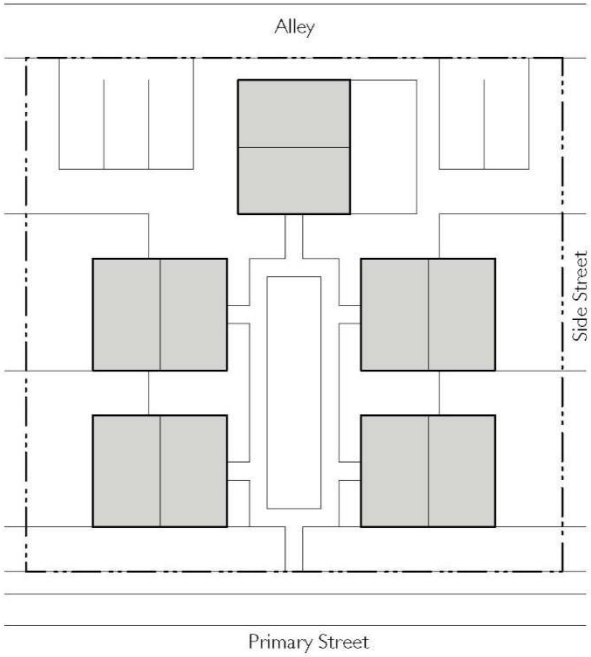
A **Bungalow Court** is a series of small detached or attached units on a single lot, arranged to define a shared vehicle-free courtyard space that is perpendicular to the street. All units face and are accessed from this shared central space.

Building Frontages Allowed

- ☐ Porch
- ☐ Stoop

Pedestrian Access

- ☐ Main entrance location to each unit is from the central courtyard/common space.



SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

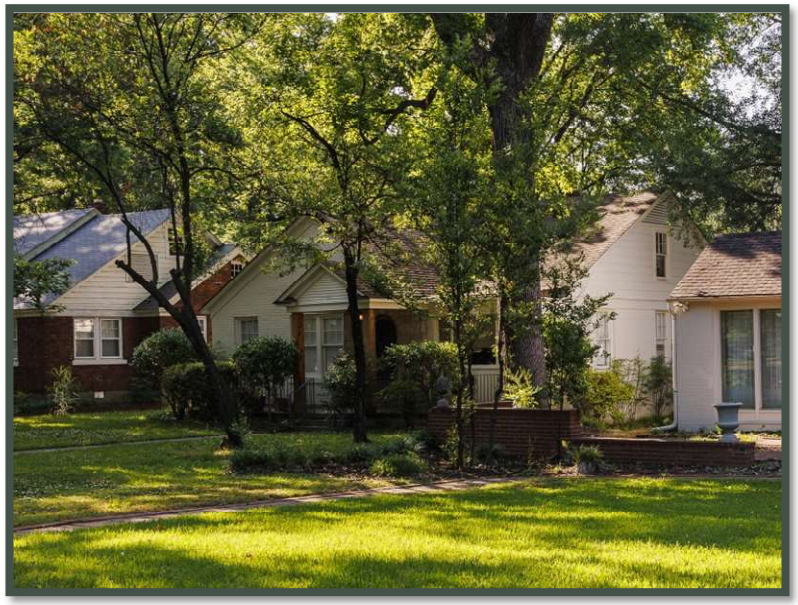
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Vehicle Access

- ☐ Access to parking spaces shall be from the Side Street or Alley and located at the side or rear of the site.
- ☐ Parking may be enclosed, covered, or open.

Open Space, Usable

- ☐ Common Central Courtyard for every 10 units:
  - ☐ Minimum 20' wide
  - ☐ Minimum 50' deep
  - ☐ Shall be oriented perpendicular to, and shall be open to, the sidewalk and street.



Bungalow Courts are not common multifamily development types, but they can create very comfortable living environments.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

FRONTAGE TYPES

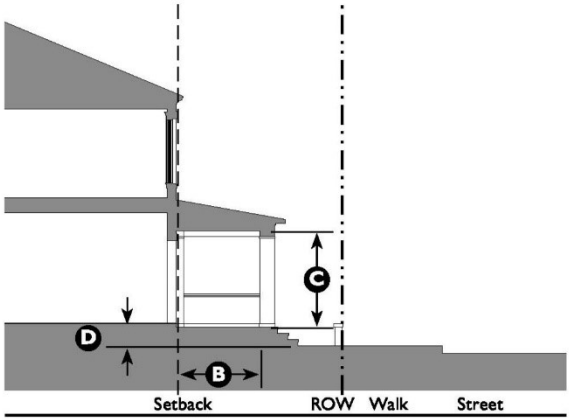
PORCH – PROJECTING

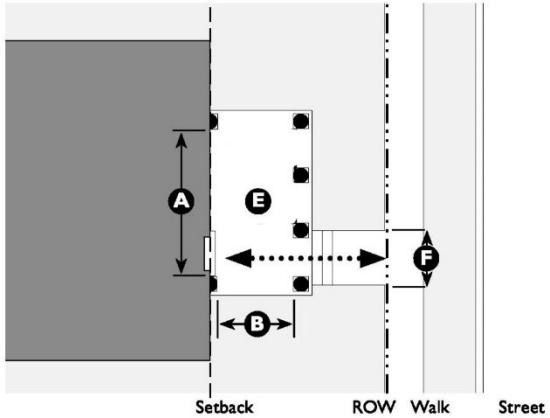
Context

The main façade of the building typically has a small-to-medium setback from the property line. The resulting front yard is typically very small and may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The projecting porch may be one or two stories, is open on three sides, and has a roof form that is separate from the main house.

Standards

Width, clear	10' minimum	A
Depth, clear	8' minimum	B
Height, clear	8' minimum	C
Finished level above sidewalk	18" minimum	D
Clear space	4' x 8' minimum	E
Circulation space	3' wide minimum	F





Key

-·-·- ROW / Property Line

--- Setback Line

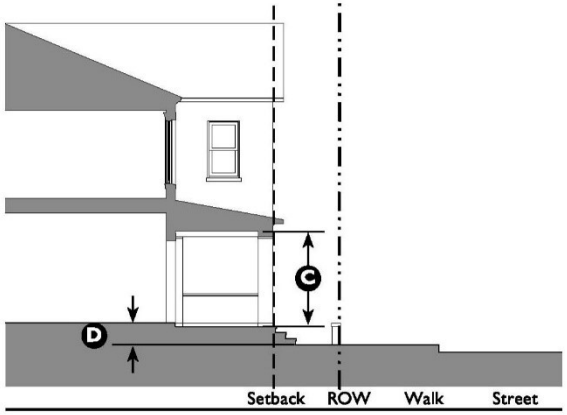
PORCH – ENGAGED

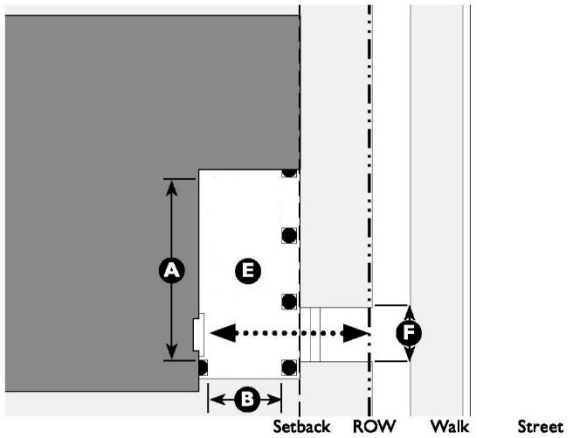
Context

The main façade of the building has a small setback from the property line. The resulting front yard is typically very small and may be undefined or defined by a fence or hedge to spatially maintain the edge of the street. The engaged porch may be one or two stories, can be partially or fully enclosed on two sides, and must have a roof.

Standards

Width, clear	10’ minimum	A
Depth, clear	8’ minimum	B
Height, clear	8’ minimum	C
Finished level above sidewalk	18” minimum	D
Clear space	4’ x 8’ minimum	E
Circulation space	3’ wide minimum	F





Key

-·-·- ROW / Property Line

--- Setback Line

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

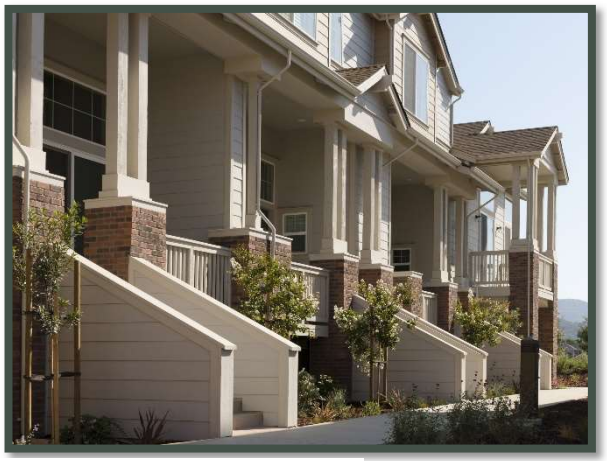
PORCH – INTEGRAL

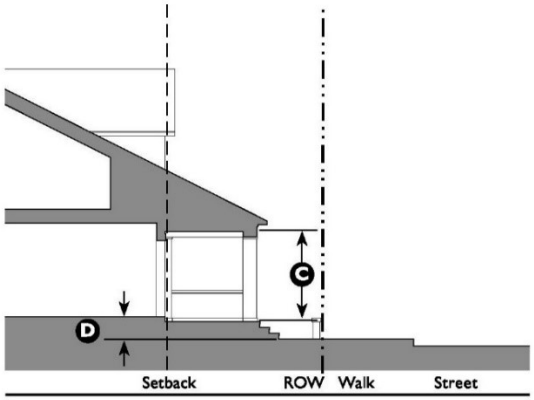
Context

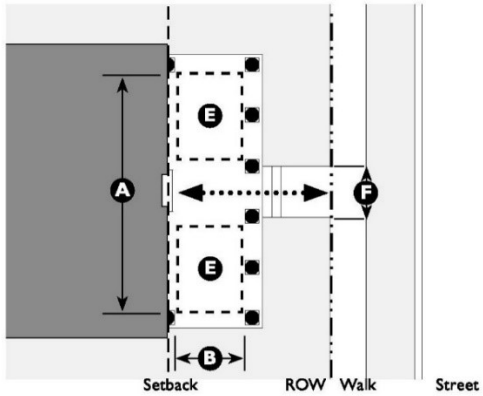
The main façade of the building has a small setback from the property line. The resulting front yard is typically very small and may be undefined or defined by a fence or hedge to spatially maintain the edge of the street. An integral porch is part of the overall massing and roof form of a building. With an integral porch it is not possible to remove the porch without major changes to the overall roof form.

Standards

Width, clear	8' minimum	A
Depth, clear	8' minimum	B
Height, clear	8' minimum	C
Finished level above sidewalk	18" minimum	D
Clear space	4' x 8' minimum	E
Circulation space	3' wide minimum	F







Key

---- ROW / Property Line

--- Setback Line

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

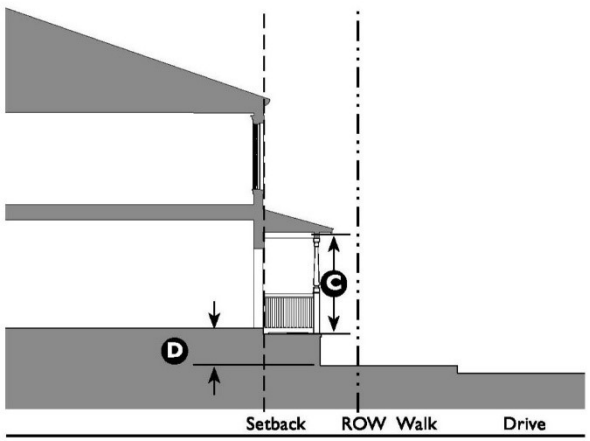
STOOP

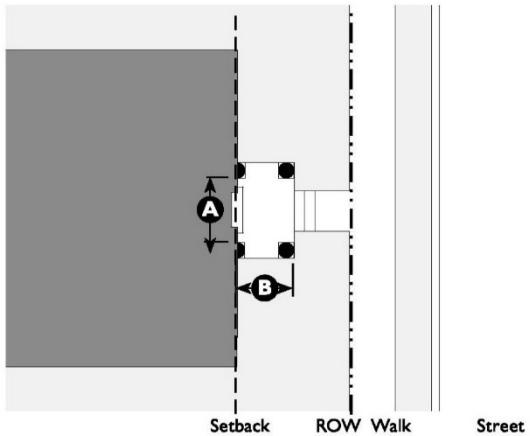
Context

The main façade of the building is near the property line and the elevated stoop engages the sidewalk. The stoop shall be elevated above the sidewalk to ensure privacy within the building. Stairs from the stoop may lead directly to the sidewalk or may be side-loaded.

Standards

Width, clear	5' minimum, 8' maximum	A
Depth, clear	5' minimum, 8' maximum	B
Height, clear	8' minimum	C
Finished level above sidewalk	18" minimum	D
Recessed entry	4' maximum depth	
Stairs may be perpindicular or parallel to the building façade.		
Ramps shall be parallel to the façade.		
The entry door shall be covered or recessed to provide shelter from the elements.		
Gates are not permitted on stoops.		





Key

-·-·- ROW / Property Line

--- Setback Line

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

FORECOURT

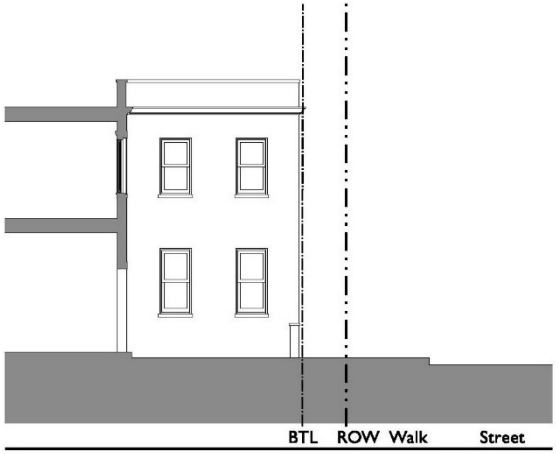
Context

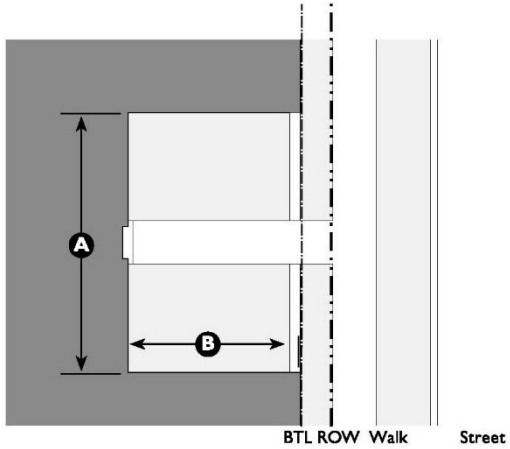
A portion of the main façade of the building is at or near the property line and a small portion is set back, creating a open court space. The space could be used as an entry court or shared garden space for apartment buildings, or as an additional shopping or restaurant seating area within commercial areas. The proportions and orientation of these spaces should be carefully considered for solar orientation and user comfort. There is no roof over a forecourt.

Standards

Width, clear	12' minimum	A
Depth, clear	12' minimum	B

A wall, hedge, or fence no taller than 3' shall be placed in line with the building façade (commonly referred to as the "build to line").





Key

-·-·- ROW / Property Line

– – – Build-to Line (BTL)

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

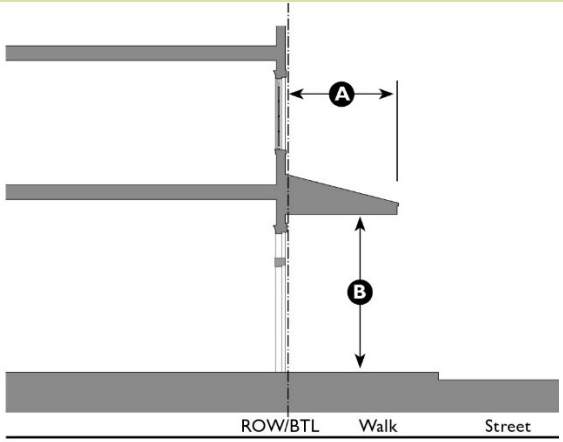
SHOPFRONT

Context

The main façade of the building is at or near the property line and a canopy or awning element overlaps the sidewalk along the majority of the frontage.

Standards

Wall space between shopfront windows or doors	2' maximum	
Awning depth	4' minimum	A
Awning height, clear	8' minimum	B
Awning distance from curb	2' minimum	
Transparency at the ground floor	75% minimum	
Door Recess	5' maximum	
Stairs may be perpindicular or parallel to the building façade.		
Commercial windows only, no residential windows at the ground floor.		
Door recess allowed only if ground floor façade is at the Built to Line (BTL).		
Movable window walls/ doors that allow commercial spaces to open to the street are encouraged.		



Key

-·-·- ROW / Property Line

_ _ Build-to Line (BTL)

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

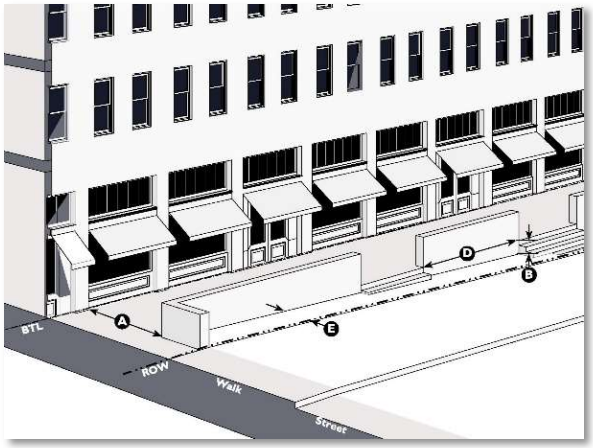
TERRACE SHOPFRONT

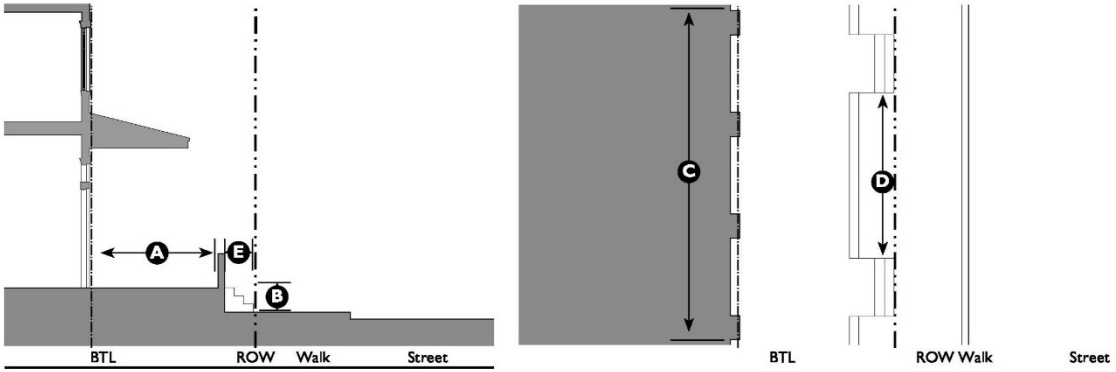
Context

The terrace allows at-grade access to all shopfronts. The terrace is accessed at grade and as the sidewalk follows the slope, the terrace follows the plane of the shopfront finished floor level. Frequent steps from the sidewalk to the terrace are necessary to avoid a dead wall along the sidewalk and to maximize access to the spaces. The standards found here are to be used in addition to those set forth in the **Shopfront** section.

Standards

Depth, clear	8' minimum	A
Finished level above sidewalk	42" maximum	B
Length of terrace	120' maximum	C
Distance between stairs	15' maximum	D
Wall setback from right-of-way (ROW)	12" minimum	E
Low walls shall be made to be used as seating wherever possible.		
See **Shopfront** standards for additional requirements.		





Key

- ROW / Property Line
- Build-to Line (BTL)

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

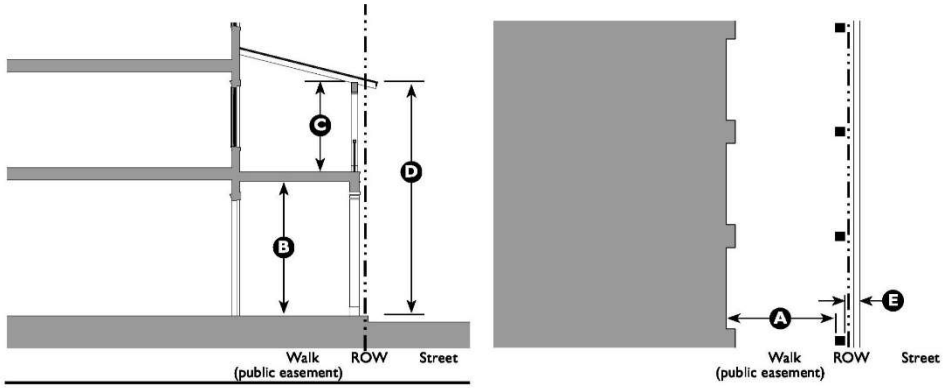
GALLERY

Context

The main façade of the building is at the frontage line and the gallery projects over the sidewalk. This frontage type is intended for buildings with ground-floor commercial or retail uses and may be one or two stories. The gallery must extend close enough to the curb so that a pedestrian cannot bypass it. Due to the gallery's projection over the public right of way, a public access easement over private property is required. Galleries must have a consistent depth along a frontage. The standards found here are to be used in addition to those set forth in the **Shopfront** section.

Standards

Depth, clear	8' minimum	A
Ground floor height, clear	11' minimum	B
Upper floor height, clear	9' minimum	C
Building height	2 stories maximum	D
Setback from curb	1' min., 2' max.	E
Upper story galleries facing the street shall not be used to meet primary circulation requirements.		
Lighting is required in the gallery to illuminate the sidewalk consistent with the requirement of the City's Security Ordinance.		
See **Shopfront** standards for additional requirements.		



Key

- ROW / Property Line
- Build-to Line (BTL)

SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

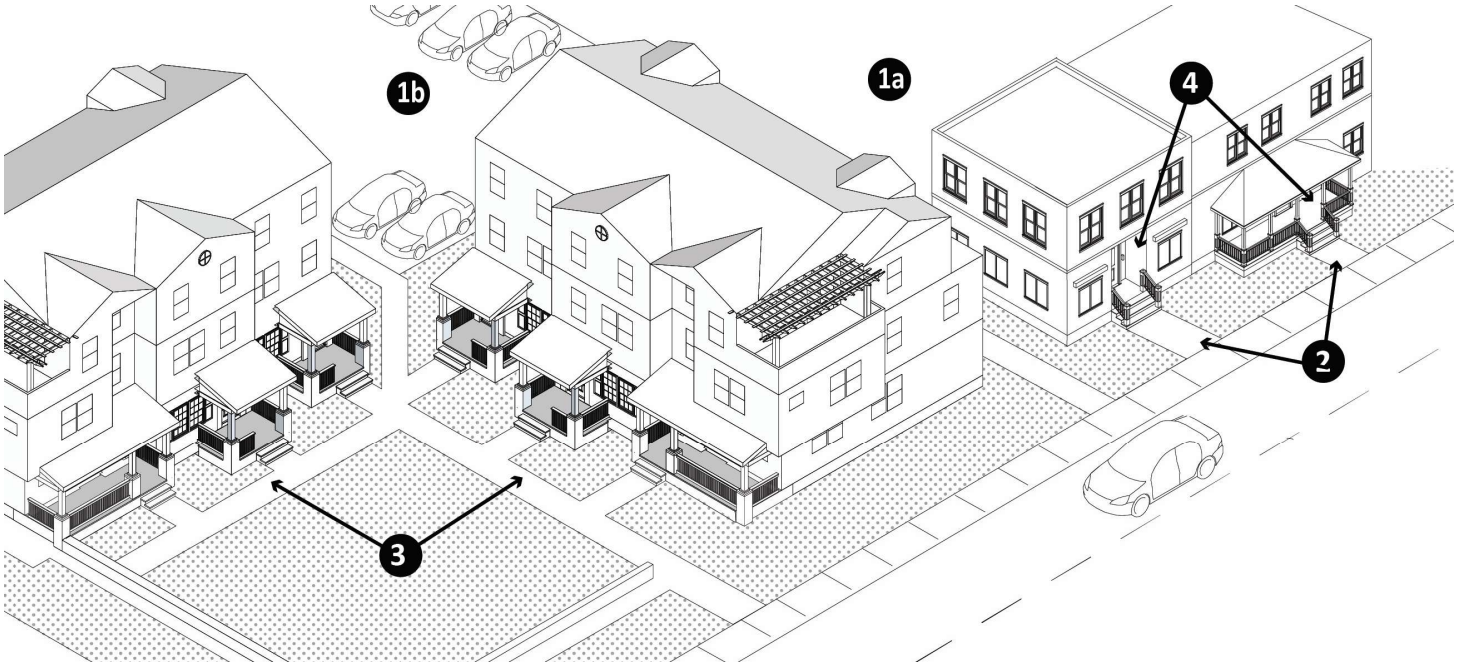
EXHIBIT B

UNIVERSAL OBJECTIVE DESIGN STANDARDS

SITE PLANNING

Building Placement and Orientation

1	**1a:** Building frontage shall be oriented towards adjacent public streets, with individual entries, patio areas and landscaping facing the street. **1b:** Parking areas and carports shall not be located along street frontages and shall be located to the side and rear of the buildings.
2	Direct pedestrian access shall be provided to connect each unit (or building) entry to the sidewalk at the public right of way.
3	For buildings without frontage along a primary street, unit entries shall be oriented to face internal common open space areas such as landscaped courtyards, plazas, or paseos.
4	Each ground floor unit fronting a primary or side street shall have at least one street-facing porch or patio.
5	Connected back-to-back units with garage expression on opposite façades are prohibited.
6	Tandem garages are prohibited.



SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Building Placement and Orientation (continued)

7. Multiple-lot developments shall provide access to individual lots from an internal street system rather than create additional driveways along public street frontage.

8. Each site shall provide at least one pedestrian connection to adjacent sidewalks or public pathways/trails at least every 400' of linear building frontage.

9. At least 50% of all western-facing transparent building surfaces shall contain at least one of the following:
   a. Operable window or door shutters.
   b. Window awnings.
   c. Transparent and ultraviolet-resistant window and door coatings or films.

SECTION 2: ARCHITECTURAL STYLES

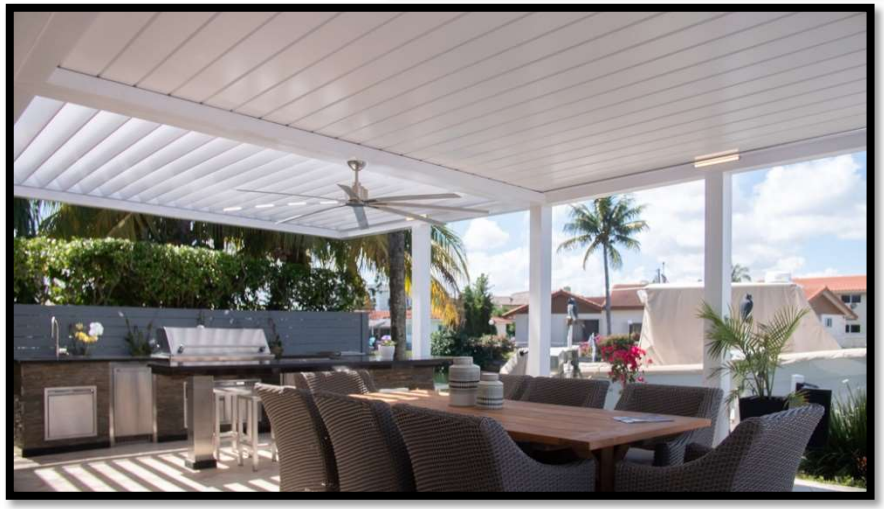
SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Common Facilities

1	Clustered mailboxes shall utilize the same colors and materials as the closest on-site building.
2	Separate secure mailbox/package delivery/pick-up areas shall be provided for residential and commercial components of a project.
3	Each project shall provide one outdoor recreation/amenity feature for every 100 residential units. For purposes of this standard, an outdoor recreation/amenity feature includes any of the following: a. Outdoor eating area with covered picnic tables and chairs that provides shade from the sun b. Outdoor kitchen space with barbeque or cooktop c. Fire pit surrounded with outdoor chairs d. Sport court including bocce, basketball, horseshoes, or similar. e. Amphitheater/outdoor movie space or pavilion f. Workout room with exercise machines g. Pool, spa, or hot tub



SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

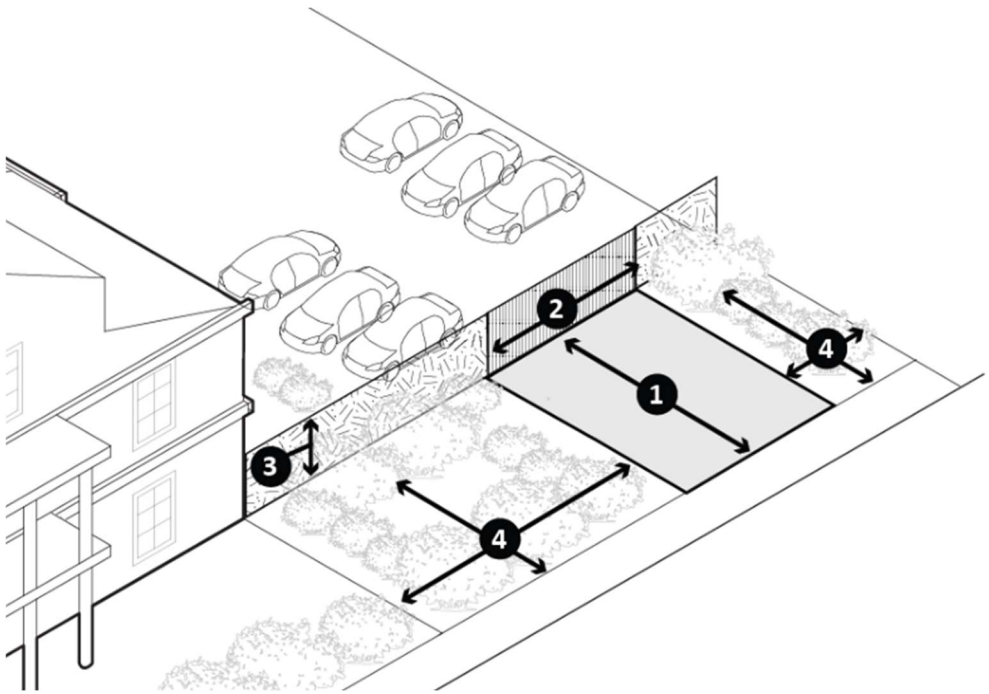
SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Parking Area Screening

All surface parking areas shall provide screening to create a landscaped buffer between the parking area and the public street.

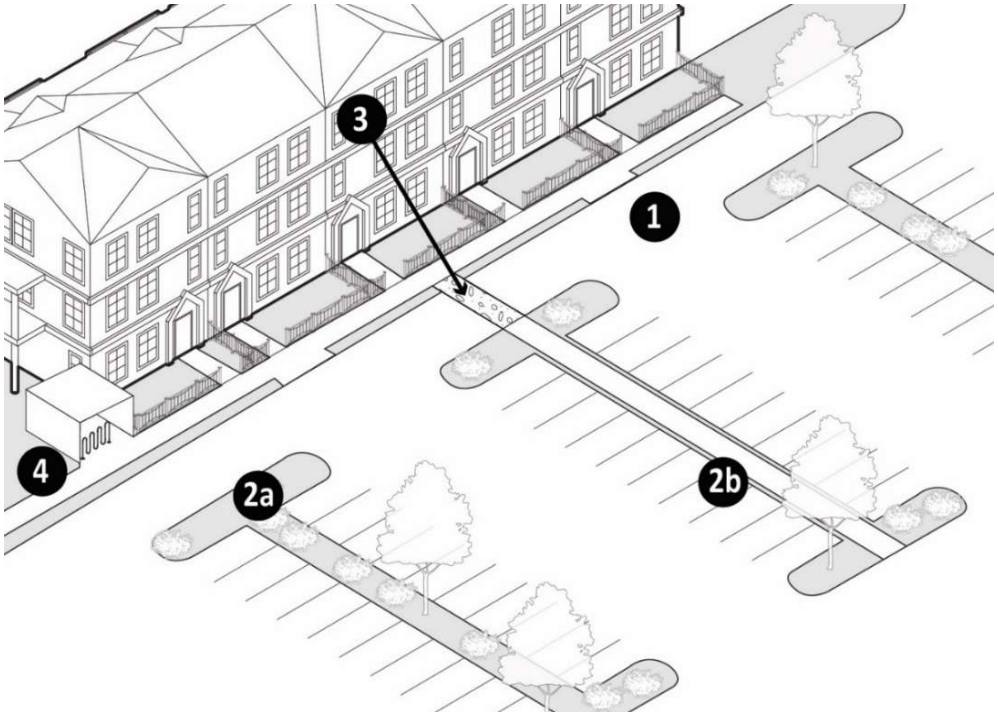
1	Controlled entrances to parking facilities (gates, doors, movable barriers) shall be located a minimum of 18' from the back of sidewalk to accommodate one vehicle entering the facility off of the adjacent street.
2	Surface parking areas shall not be visible from a public right of way frontage for more than 25% of the parcel width. For example, a parcel with 100 linear feet of public street frontage shall have no more than 25 linear feet of surface parking that is visible from the public street.
3	Landscape buffer screening will be created by a solid fence, wall, or landscape hedge between 48-60 inches tall.
4	Landscape buffer screening area shall be at least 10' deep (measured from the back of sidewalk to the parking lot paving) and shall be the width of the surface parking area (except for the driveway).



SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Parking Lot Layout

1. All outdoor parking areas of more than 50 spaces shall be divided into smaller units to decrease various impacts associated with large expanses of pavement and vehicles, and to facilitate safe and efficient pedestrian movement between parking areas and building entries.
2. **2a:** Landscaped medians of at least 3' in width shall be provided between parking bays that face each other.
   2b: Landscaped medians can include pedestrian walkways.
3. Parking areas shall include designated pedestrian walkways to building entrances.
4. Covered bicycle parking shall be provided adjacent to building entrances.
5. When bicycle parking is not visible from the street, directional signage to the bicycle parking area shall be located at the main building entrance. If there is no main building entrance, bicycle parking directional signage shall be near a common open space area.
6. All crosswalks shall be raised and be a different color and/or material than the parking lot surface.



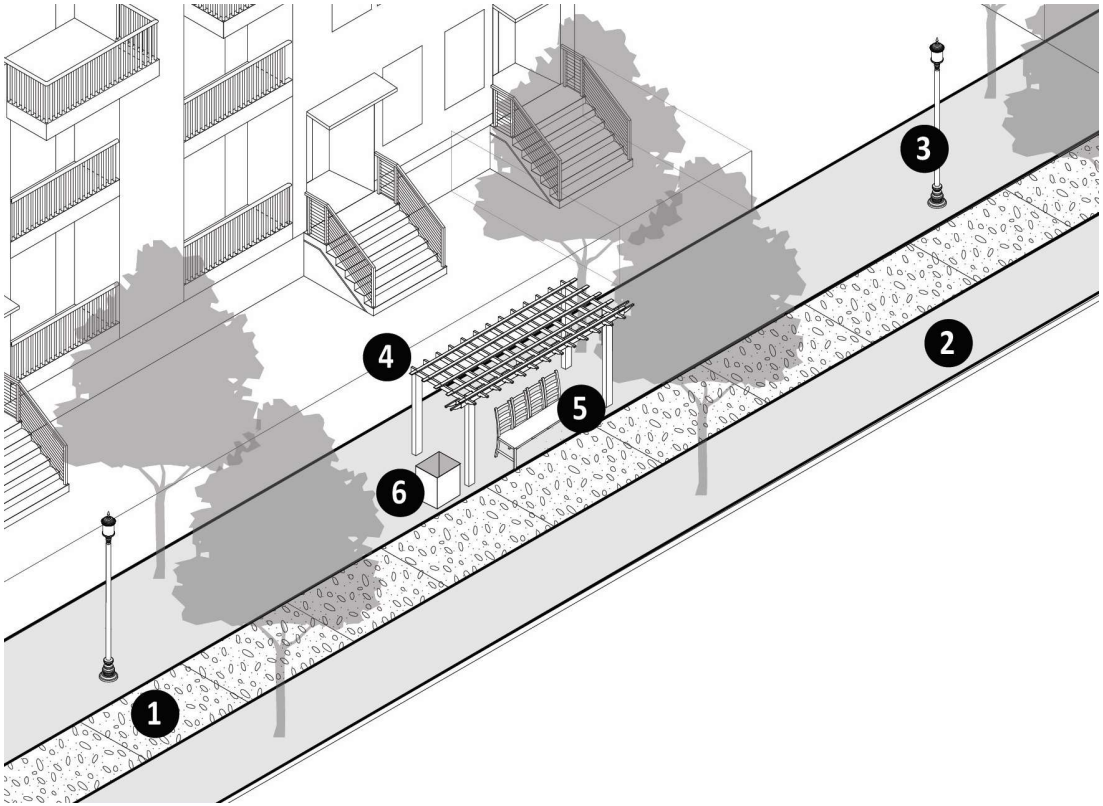
SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Pedestrian walkways and pedestrian spaces shall include the following elements:

1	Differentiated paving materials with raised surfaces;
2	Landscaping adjacent to the walkway; and
3	Pedestrian-scaled lighting.

Optional and desirable elements include:

4	Trellis or other shade structures;
5	Seating
6	Waste receptacle(s) next to any seating.



BUILDING DESIGN

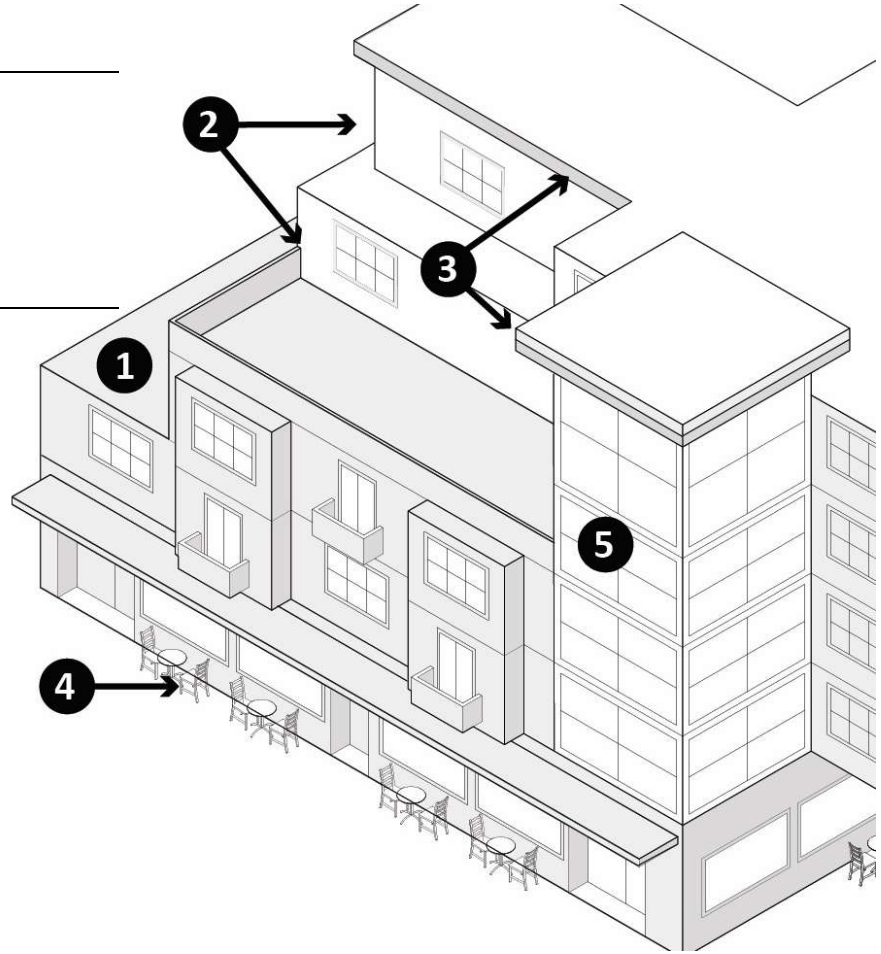
Building Form

All buildings of 4+ stories shall differentiate the uppermost floor through one of the following means, as applicable to the architectural style:

1	Lighter color and different material than primary building body.
2	Additional stepback beyond required ground-floor setback, as follows: 4 stories: 12 inches minimum 5+ stories: 24 inches minimum
3	Roof cornice with the following features: 4 stories: 12-inch overhang minimum 5+ stories: 24-inch overhang minimum 12-inches in height, minimum At least two distinct molding types

Site Amenities

4	Outdoor, streetside amenities for commercial and residential uses are desirable when use and location allow.



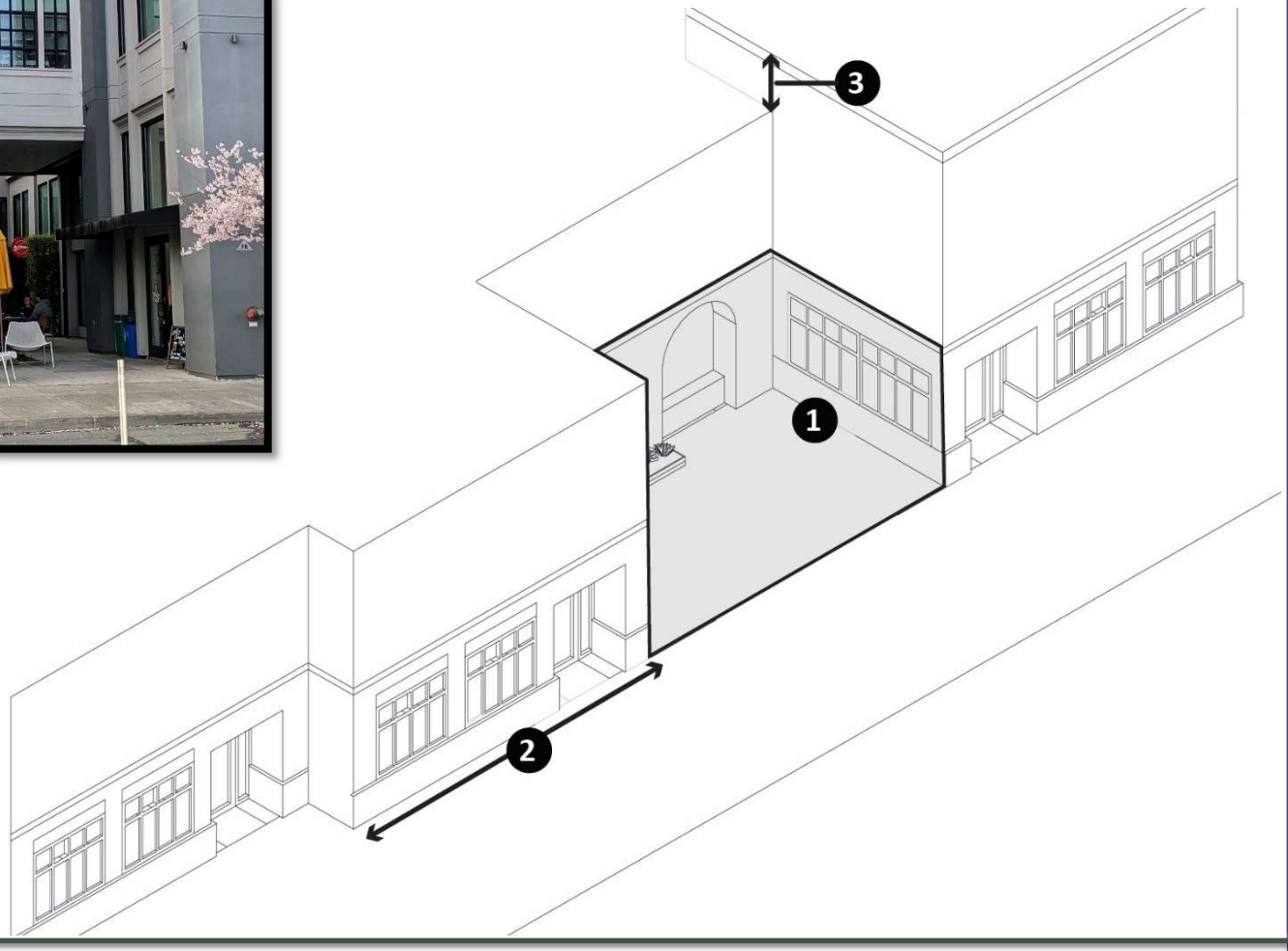
SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

5	Where buildings: - are located at an intersection involving a major street (as defined in the General Plan), - are located at the intersection of gateway intersections (intersections at the City boundary or the boundary of any specific plan), - front public parks or plazas, or - anchor unique corners where sites create acute or obtuse angles, a prominent architectural corner treatment of the building mass is required. For purposes of this standard, a prominent architectural corner treatment of the building mass includes any of the following: a. Rounded or angled corner. b. Location of building entrance on corner. c. Embedded corner tower.

Minimize Massing

On building façades 200’ or greater in length, the following features shall be provided to relieve the building mass and add variation.

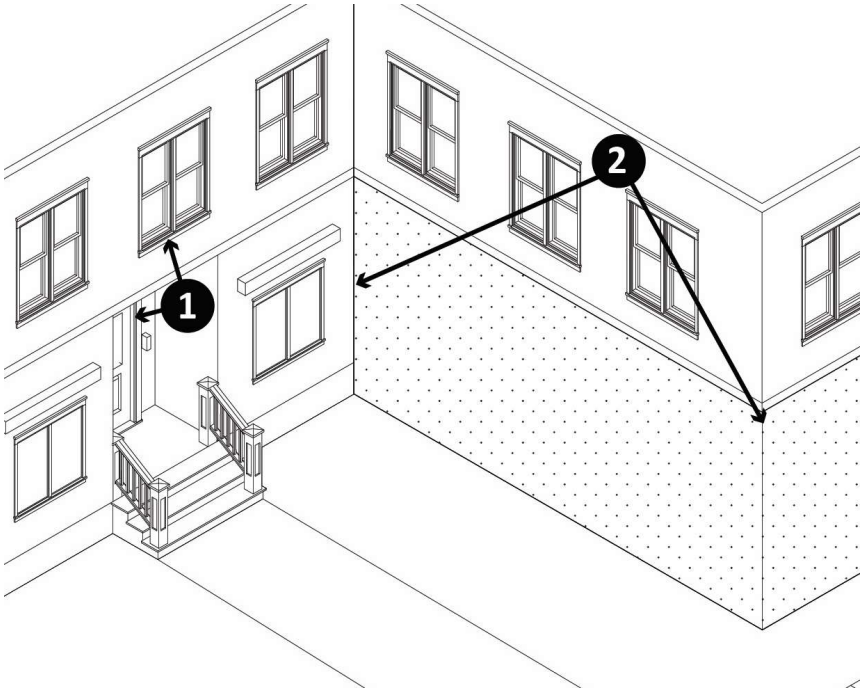
1	A minimum 20’ wide and 10’ deep mid-block open space, building entry, or courtyard space.
2	A minimum 25’ long and 2’ deep wall plane change for every 50’ of building length.
3	A minimum 25’ long and 2’ tall roof plane change for every 50’ of building length.



SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Windows, Walls, and Doors

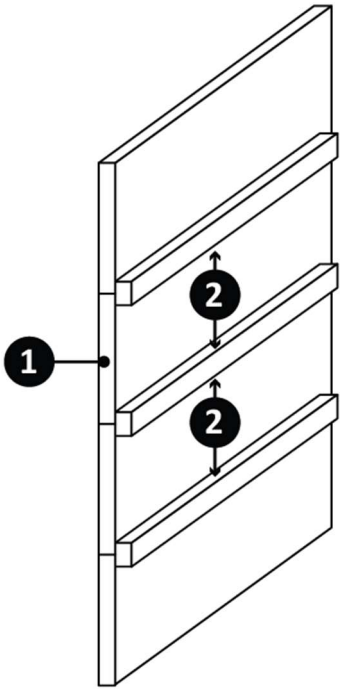
1	Unless allowed by the architectural style defined in **Section 2: Architectural Styles**, windows shall not be flush with the adjacent wall plane and shall be recessed a minimum of 2 inches.
2	Along any exterior building walls, material transitions shall only occur on the inside corner of plane change.
3	Negative space areas on public-facing façades shall not exceed 10’ in width by 10’ in height (100 square feet in total). For the purposes of this standard, negative space is defined as blank wall surfaces that lack ornamentation, architectural elements, detailing, fixtures, plane changes, or openings such as arcades, windows, and doors.
4	Reflective glazing is prohibited.
5	For multiple units with entry doors on the same building façade, entry door design, color, and details shall vary from unit to unit.



SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Materials and Colors

1	A minimum of 5/8 inch thickness is required for any wood (or wood-substitute) siding.
2	If wood paneling (or cement fiber wood-like paneling) is used for a board and batten appearance, battens shall be incorporated into the paneling every 12 inches.
3	A minimum of 1 inch thickness is required for any brick or stone veneer.
4	Unless otherwise required by the architectural style as defined in **Section 2: Architectural Styles**: • At least two materials shall be used on any building façade in addition to window glazing, doors, railings, or other decorative architectural elements. A secondary material shall comprise at least 20% of the square footage of the building façade. • At least two colors shall be used on each building façade.
5	Exposed vents, flashing electrical conduits, and gutters, downspouts, pipes and similar features used to collect roof runoff shall be painted the same color as the surface to which they are adjacent. Copper gutters or downspouts may be treated as a design element and are not required to be painted to match the adjacent surface.
6	Neon or fluorescent building colors are prohibited.
7	Shiny metal or other reflective surfaces that produce glare or discernable shine are prohibited. Primary and secondary building materials and paint colors shall have a matte or satin finish.
8	Detached garages and carports shall be designed in the same style as the primary building.
9	Only those portions of a flat roof that are not visible from the ground level shall have white or light-colored roofs that reflect sun and solar heat gain.
10	For Townhome-style projects of four or more units, each unit shall employ different body and front door colors than its adjacent unit.



SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

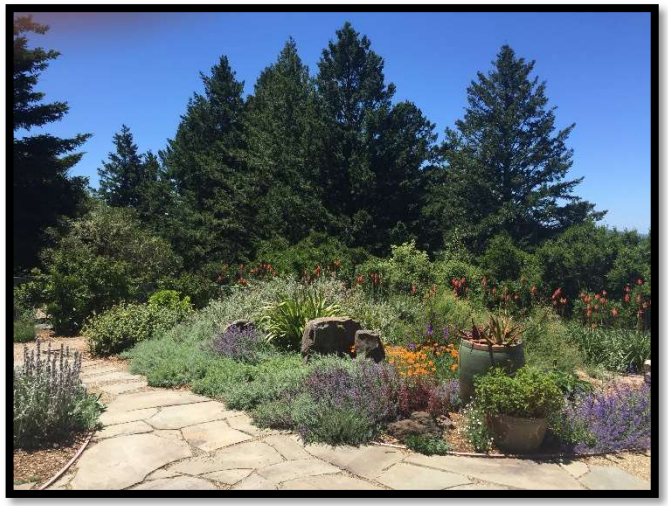
SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Fire Risk Mitigation

Properties located along the Wildland Urban Interface (WUI) and in a High or Very-High Fire Hazard Severity Zone, as determined by the CA Department of Forestry and Fire Protection (CalFire), shall meet all of the following requirements:

1. Fire-resistant roof and eave materials must be used on all buildings.
2. Non-combustible materials, such as metal, stone, or brick, must be used for all walls and fencing within 5 feet of buildings.
3. Only fire-resistant shrubs and groundcovers are permitted.
4. Building setback areas from property lines directly along the WUI must also comply with the following:
   a. No landscaping or other combustible groundcover material is permitted within 5 feet of the building.
   b. Non-combustible materials must be used for attached awnings and patio covers.
   c. No trees are permitted within 30 feet of the building.

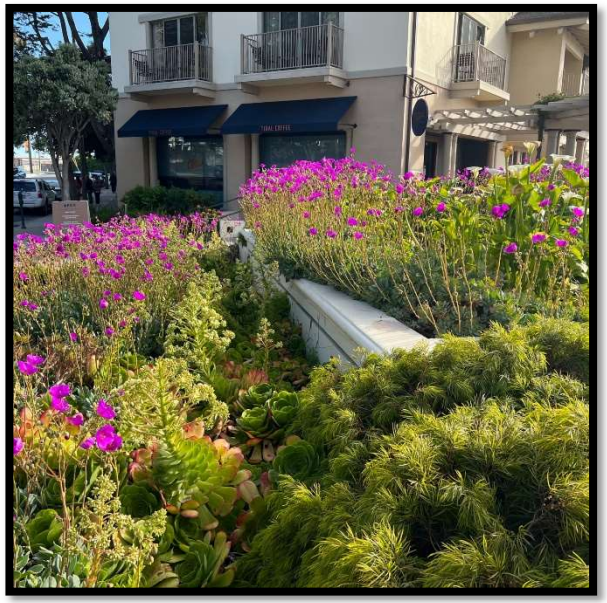


SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

LANDSCAPING

Native Plants

1. On-site trees that meet the thresholds identified in the Tree Preservation Ordinance shall be preserved and incorporated into development and landscape plans, unless tree retention is not recommended by a certified arborist.
2. A minimum of 50% of all new tree plantings shall be California natives.
3. A minimum of 30% of all new shrub plantings shall be pollinators.
4. Invasive species shall not be used.



SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Site Landscaping and Plant Size

1. A minimum of 25% of the site, excluding building footprint areas, shall be landscaped and contain pervious surfaces. For purposes of this standard, green roofs shall be counted towards meeting this requirement.

2. The following minimum sizes shall be used for plant materials at the time of installation:
   - Groundcover shall be a minimum 1-gallon pot size.
   - Shrubs shall be a minimum 5-gallon pot size.
   - Trees on private property shall be a minimum 15-gallon pot size.
   - 20% of all trees on private property shall have a 24-inch box container size or larger.
   - Street trees shall be 24-inch box size and comply with the City of Livermore Standard Details.

3. The largest plant materials being used on the project site shall be located in areas that are visually prominent such as entries and along main frontages, as well as in areas requiring the most shade (parking lots, plazas, courtyards, etc.)

SECTION 2: ARCHITECTURAL STYLES

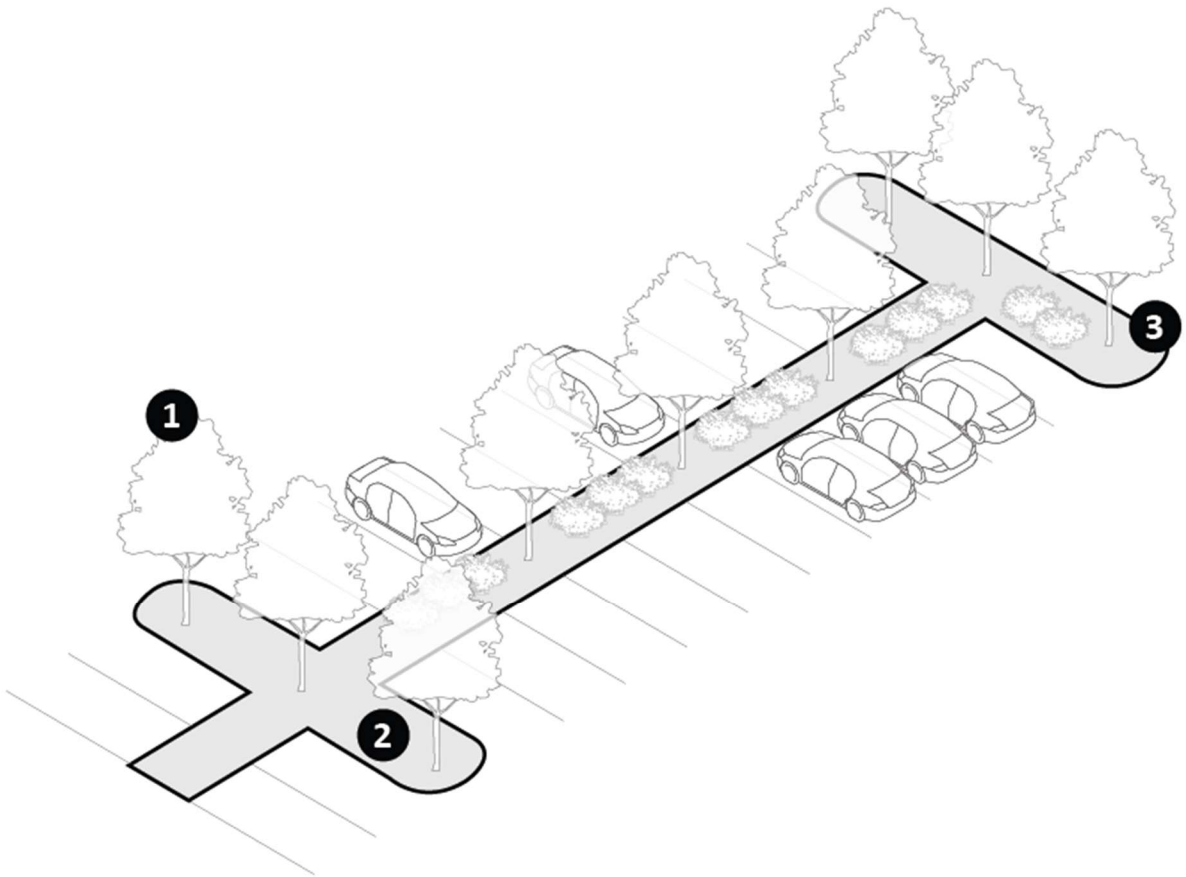
SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Parking Lot Landscaping

1	Broad branching (not columnar) shade trees at a minimum ratio of three trees per 10 parking spaces.
2	One landscape island at least 9' wide per every 10 parking spaces.
3	Curbed planter areas shall be provided at the end of each surface parking lot drive aisle to protect parked vehicles from the turning movements of other vehicles.



SECTION 2: ARCHITECTURAL STYLES

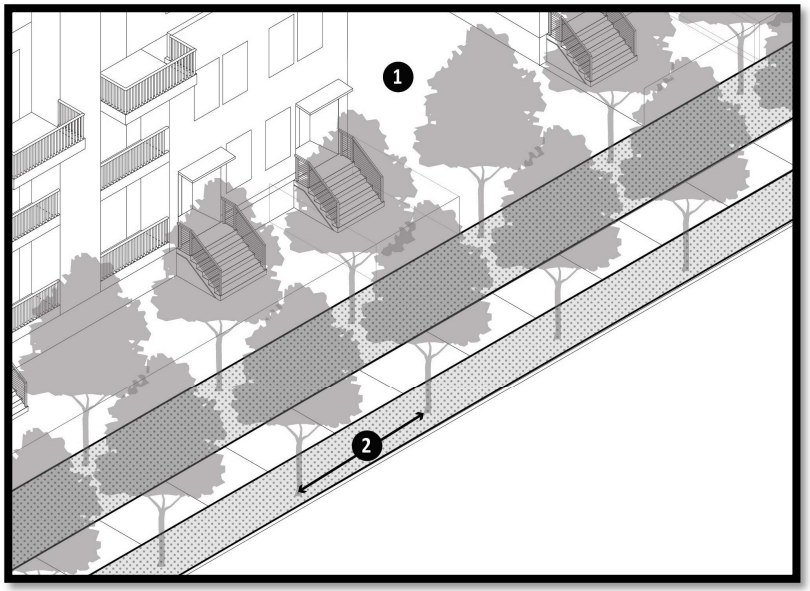
SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Planting Location and Design

1	A double row of trees shall be provided along all public streets. This shall include one row of tall, broad-branching shade trees that will cover the sidewalk and at least 8' of the adjoining parking area, bike lane, and/or travel lane located within the landscape strip and one row located on the private property side of the sidewalk. If a monolithic sidewalk is used, then a double row is still required on the private property side of the sidewalk.
2	Along all project frontages, a continuous row of trees shall be provided, such that all tree canopy spreads are contiguous.
3	Each project shall provide at least one on-site tree per ten residential units, excluding all street trees.
4	All areas between the sidewalk and a building façade shall be landscaped and properly irrigated, except for hardscape areas required for path of travel, porches, stoops, driveways, and utilities.
5	For projects constructing new sidewalks (and not replacing existing), five-foot-wide planting strips between the sidewalk and the back of the curb on all public rights of way are required.
6	All shrubs and groundcover shall comply with Livermore Development Code Figure 4.13, pertaining to Vehicle Sightlines.
7	Landscaping shall be installed prior to occupancy of the building, and for phased developments, shall be installed along the entire public street frontage during the first phase.



SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Site Shading

1 Each applicant shall submit a shade analysis demonstrating that the following minimum shading requirements have been met on the project site:

a. Parking Lots: A minimum of 50% of all unenclosed parking areas shall be shaded.
b. Sidewalks and Pathways: A minimum of 75% of each sidewalk and pathway shall be shaded.
c. Common Facilities: A minimum of 50% of all outdoor common facilities shall be shaded. For purposes of this standard, common facilities include any surface-level and communal seating area, plaza, outdoor barbeque, picnic area, etc.

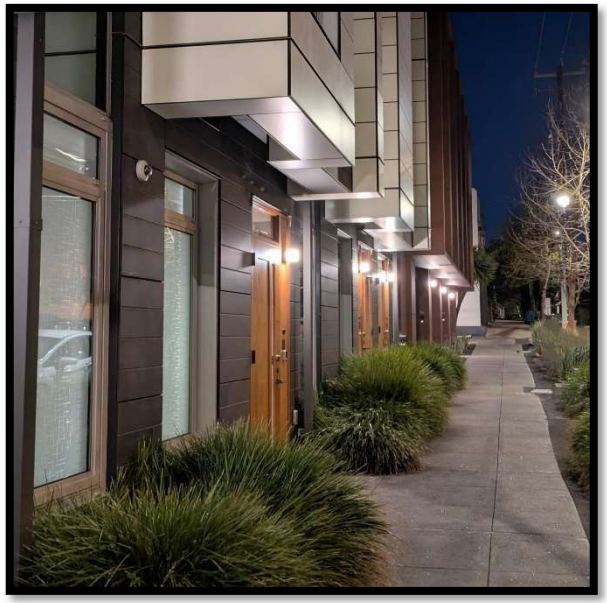
2 Shade can be provided through a combination of the following

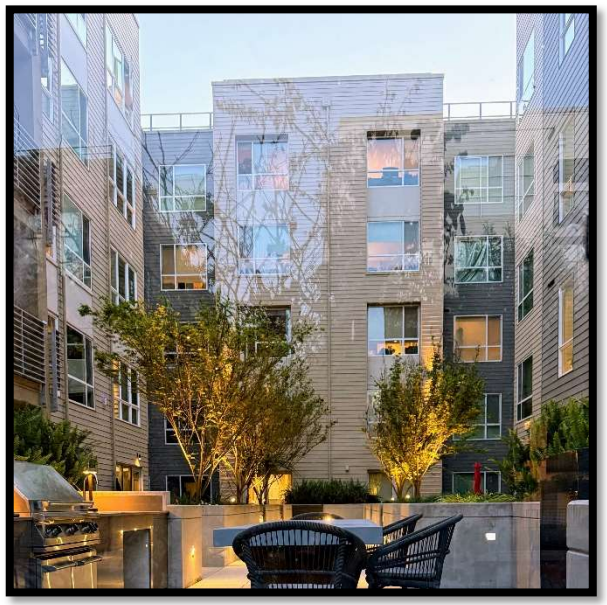
a. Tree canopy at 15-year maturity
b. Structural shade elements such as covered walkways, patio covers, trellises, pergolas, shade sails, and/or solar canopies.

3 Shade calculations shall be based on the summer solstice at 12:00 p.m.

LIGHTING

1	The height of luminaries shall not exceed 18' from adjacent grade.
2	Outdoor lights that blink, revolve, flash or change intensity are prohibited.
3	Lighting shall have shields to prevent spillover, and the light source (bulb) shall not be visible from beyond the property line.
4	The light source for any externally-illuminated signs shall be positioned so that light is only received by the sign and does not spill over onto adjoining properties. The light source (bulb) shall not be visible to pedestrians or motorists.
5	Minimum levels of illumination along pedestrian paths between destinations is 0.5 foot-candles. At pedestrian destination points such as entryways, plazas and courtyards, lighting levels shall achieve illumination of 1 foot-candle.
6	Illumination shall achieve a lighting level of 1 foot-candle on the parking lot surface.





SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

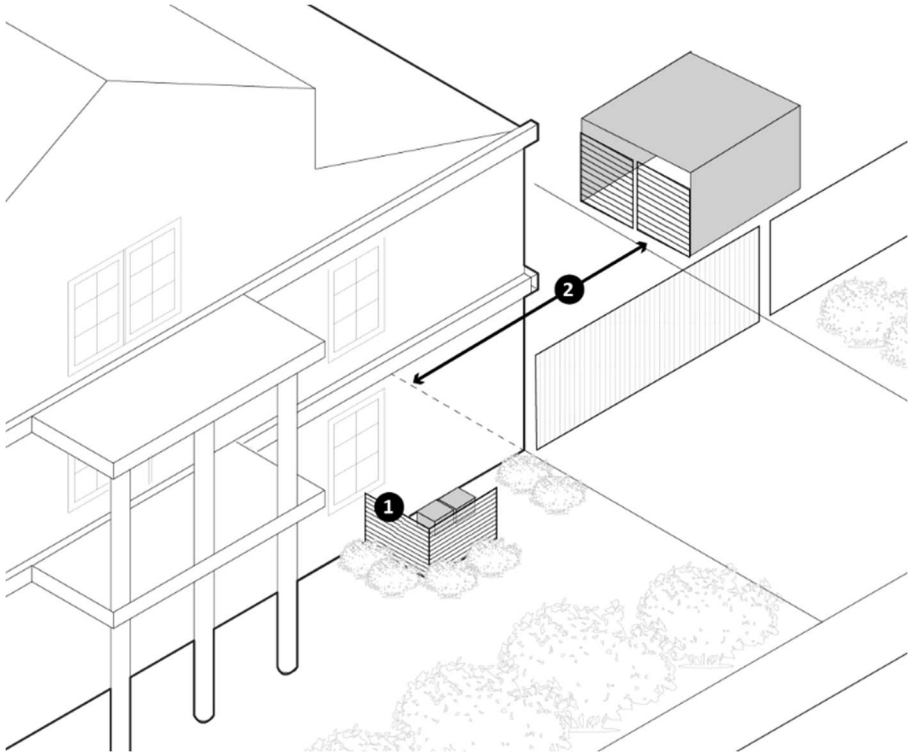
SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

ANCILLARY STRUCTURES

Location and Screening

1	Utility and mechanical equipment, including electrical meters and gas service, shall be screened by a material that provides at least 50% opacity by landscaping, louvers, fences, or enclosures that use the same materials and colors as the main building(s). Screening methods may also be gated outdoor rooms or screening behind wing walls that are part of the building elevation.
2	Locate exterior trash enclosures so that no dwelling is closer than 25' (including those on adjacent properties), or more than 125' from a residential unit.
3	Trash enclosures shall be located and oriented so as to provide adequate truck access, shall have a 3' landscape planter around the perimeter, and shall be sized to accommodate the needed number of trash bins to serve the project.
4	Utility and mechanical equipment shall not be located within a required active open space area.
5	Backflow prevention devices shall be surrounded by landscaping that will grow to the height of the backflow unit within one year of planting. The plants shall be spaced so that their spread is overlapping at maturity, which will be dictated by the species chosen.
6	Heating, ventilation, and air conditioning (HVAC) units located on exterior walls or patios shall be completely screened from view by a solid wall at least as tall as the HVAC unit and constructed with the same materials and colors as the adjacent building.



SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Utility and Mechanical Equipment

1	Heating, Ventilating, or Air Conditioning (HVAC) units shall not be located on above-ground balconies.
2	Roof-mounted mechanical equipment: • Shall be located a minimum of 10' from occupiable rooftop areas. • Shall only be allowed for architectural styles with parapets or roof wells designed to completely screen the equipment.

SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

SECTION 4: FRONTAGE TYPES

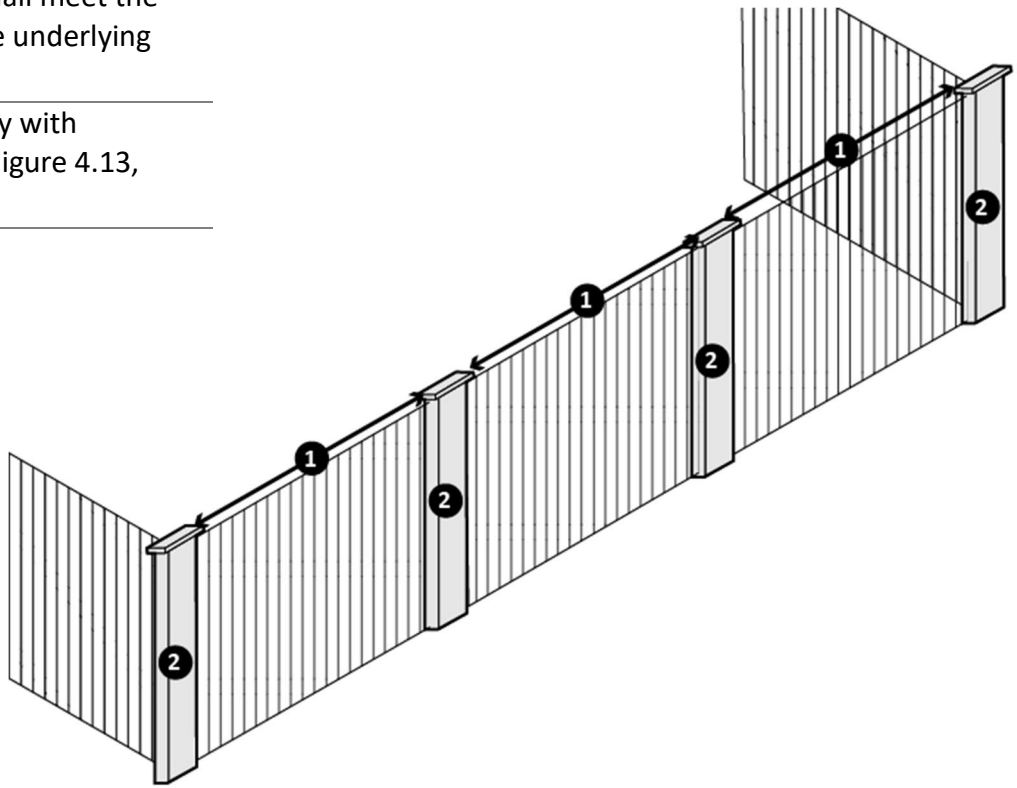
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

Trash Enclosure Design

1	Roof and wall colors and materials shall match the primary building's architectural style.
2	Shall have solid gates with latches that secure and screen all waste receptacles (bins and carts) within.
3	All waste receptacles shall be fully screened from public view.
4	Lighting shall be provided in and around trash enclosures for nighttime security, safe access, and use.
5	For projects utilizing individual cart service for each unit, each unit garage shall provide sufficient space for all required containers.

Fences and Walls

1, 2	For all fences or walls above 4' in height, decorative posts, pilasters, or columns shall be used every 15' to break up horizontal massing:
1	Maximum 15'
2	Decorative posts, pilasters, or columns
3	Fences and walls shall not exceed 6' in height.
4	Fences and walls shall be constructed of durable materials like wood, masonry, metal, concrete, or similar.
5	Fences and walls may be located on property lines, except that fences and walls above 3' in height along street frontages shall meet the required building setback of the underlying zoning district.
6	All fences and walls shall comply with Livermore Development Code Figure 4.13, pertaining to Vehicle Sightlines.



SECTION 2: ARCHITECTURAL STYLES

SECTION 3: BUILDING FORMS

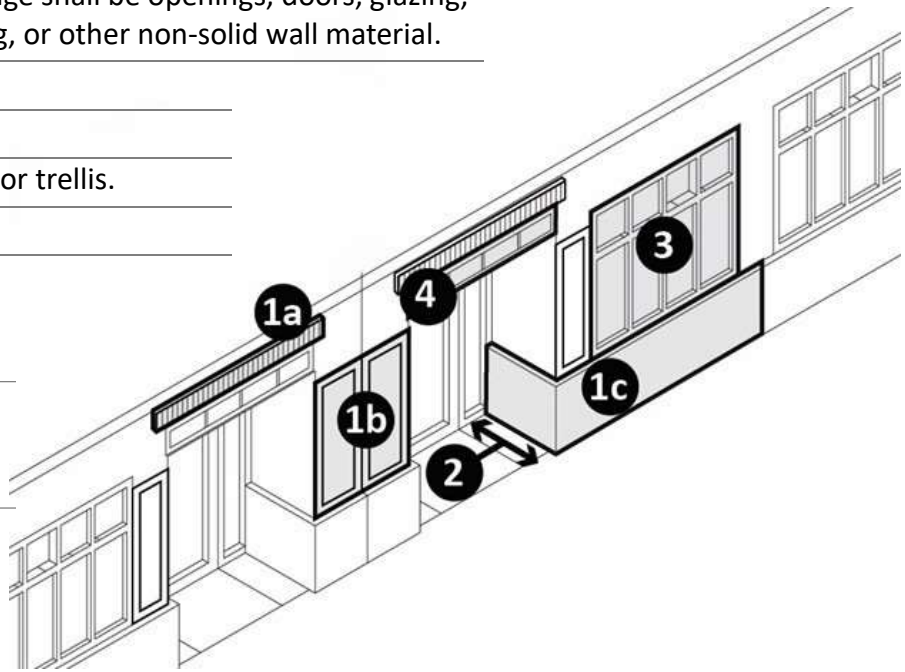
SECTION 4: FRONTAGE TYPES

SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

COMMERCIAL PORTIONS OF MIXED-USE DEVELOPMENT

The following standards apply to the commercial or other active ground-floor portions of a mixed-use project.

As allowed by the architectural style as defined in **Section 2: Architectural Styles**, buildings shall use at least three of the following six elements on the ground floor:	
1	Architectural detailing at the storefront entry that is not found elsewhere on the building, including: a) Soldier course/sailor course b) Wainscot c) Bulkhead material change. Bulkhead wall shall be at least 12 inches, but no more than 24 inches, in height.
2	Plane breaks at the ground floor including inset or protruding storefront entries/doors by a minimum of 24 inches.
3	At least 50% of the ground-floor building frontage shall be openings, doors, glazing, trellises or other vertically-oriented landscaping, or other non-solid wall material.
4	Transom windows.
5	Canopies or awnings at the storefront.
6	Arcade over the storefront with a covered roof or trellis.
All windows shall have transparent glazing.	
Ground-floor commercial spaces shall be at least 12' in height measured from the grade of the adjacent sidewalk or walkway.	
All retail tenants on the ground floor facing the primary street shall have a direct pedestrian entry connection to the sidewalk.	



SECTION 2: ARCHITECTURAL STYLES
SECTION 3: BUILDING FORMS
SECTION 4: FRONTAGE TYPES
SECTION 5: UNIVERSAL OBJECTIVE DESIGN STANDARDS

GLOSSARY OF TERMS

GLOSSARY OF TERMS

Accent material. An accent material is one that is supplementary to the primary material(s) on a building.

Arcade. A roofed passageway or lane. A series of arches supported by columns, piers, or pillars, either freestanding or attached to a wall to form a gallery.

Architectural feature. Exterior building element providing ornamentation to the building massing such as eaves, cornices, bay windows, window and door surrounds, light fixtures, canopies, and balconies.

Awning. An angled or horizontal projection that extends from a building or structure to provide protection from the sun, rain, or other weather elements. Decorative awnings project from the building in the same manner but may be for aesthetic, not functional, purposes.

Balcony, juliette (or juliet). A faux balcony; a low ornamental railing to a window, projecting only slightly beyond the plane of the window, threshold, or sill and having the appearance of a balcony when the window is fully open.

Baluster. A small column, shaft, or other vertical member commonly used in a balustrade to support a top rail or coping.

Bay. A space or section of a building defined by structural elements like columns, piers, or walls, or a portion of a building that projects outward from the main façade.

Belt course. A horizontal band of wood or masonry that projects slightly from the wall, often used to visually delineate different levels or stories of a building.

Board and batten. A form of sheathing for wood frame buildings consisting of wide boards, usually placed vertically, whose joints are covered by narrow strips of wood over joints or cracks.

Bracket. A projection from a vertical surface providing structural or visual support under cornices, balconies, windows, or any other overhanging member.

Build to Line (BTL). A line parallel to the street right-of-way, that defines the minimum or maximum setback for a building's façade, ensuring buildings are placed at a consistent distance from the street.

Bulkhead wall. The area of the storefront between the sidewalk and the base of the display window.

California Native Species. Plant species which originate from California through natural evolution, and whose presence was not brought by human activity. Native species are adapted to the local climate, soil, and hydrology.

Cladding. Building cladding is the application of one material over another to add an extra skin or layer to the building. Commonly used exterior wall cladding materials include brick, vinyl, wood, stone, fiber cements, metal, concrete, and stucco.

Column. A vertical shaft extending from the ground or from one part of the structure to another.

Corbel. A structural piece of stone, wood, or metal jutting from a wall to carry a super-incumbent weight; a type of bracket.

Corner element. An architectural feature at the corner of a building, often taking the form of unique window treatment or other building elements that is not present at other locations on the building.

Cornice. A horizontal molding projecting along the top of a wall, building, etc.

Cornice return (eave return). Also called an eave return, a cornice return is a way to transition the eave and the main fascia board around the gable end of a house.

Dentils. A small, rectangular block used as a repeating ornament, typically found in a series forming a molding, often below a cornice or roofline, resembling a row of teeth.

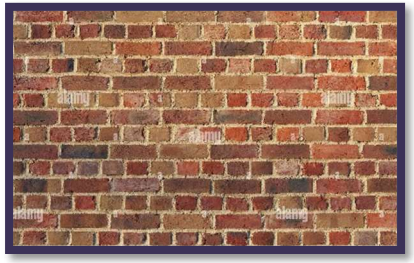
Distance Between Entries. The horizontal distance between entrances to a building or buildings, measured parallel to the façade.

Divided lite: Individual panes of glass held in place by wood or synthetic material to create a pattern.

Eave, closed. Eaves with projecting roof members closed from view by boarding.

Eave, open. Overhanging eaves where the rafters are exposed at the eaves and visible from below.

English bond brick pattern. A traditional pattern where alternating courses (rows) of bricks are laid with either the long side (stretcher) or the short end (header) facing outward.

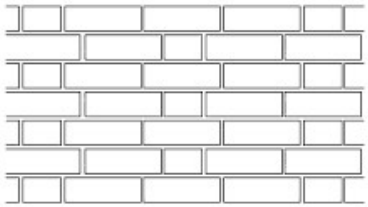


Exterior Insulation and Finish System (EIFS). A non load-bearing, exterior wall cladding system that provides insulation and a finished, water-resistant surface.

Façade. The exterior wall of a building adjacent to a lot line/design site line.

Fiber cement. A composite building material made of cement reinforced with cellulose fibers, often used as a low-maintenance alternative to wood.

Flemish bond brick pattern. A traditional pattern where stretchers and headers are laid alternately in a single course.



Frontage. The building façade abutting a street or public open space.

Gable. A roof form that slopes downward in two opposite directions from a central ridge.

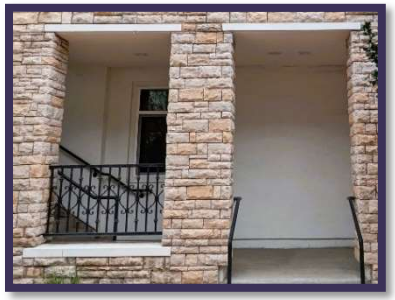
Glazing. Openings in a building in which glass is installed.

Green wall (or living façade). When plants are grown on or against a vertical surface, often a building wall, using a specialized growth medium and irrigation system.

Ground Floor Activation. When buildings provide street facing, publicly accessible, ground floor tenant spaces to support commercial, office, and/or recreational uses on all street-facing building facades. Ground floors shall not contain residential living units but may provide ground floor spaces for various private residential services and amenities, primarily on non-street facing building facades.

Invasive plant species. Species of plants not historically found in California that spread outside cultivated areas and can also damage environmental or economic resources. Invasive species may be regulated by county agricultural agencies as noxious species. Lists of invasive plants are maintained at the California Invasive Plant Council Inventory and USDA invasive and noxious weeds database.

Lintel. A horizontal member designed to support the wall above it, such as above an opening.



Modillions. An ornamental, horizontal bracket or console, typically found in series beneath a cornice. More horizontal in shape and smaller than a corbel.

Mullion. Horizontal or vertical bar providing structural support between windows.

Muntin. Pieces of non-glazing material to secure multiple panes of glass, or lites, within a window. Muntins serve to articulate glazing divisions.

Parapet wall. A low wall along the edge of a roof or the portion of a wall that extends above the roof line.

Pediment. A triangular or arched element above the lintel or entablature of a door or window.

Pilaster. A column engaged to and projecting from a wall.

Pitch. The slope of a roof expressed as vertical rise per measure of length.

Pollinators (plant species). Pollinator plants are plants that provide nectar and/or pollen to pollinators such as bees, butterflies, hummingbirds, and other animals, thereby attracting and supporting those pollinators.

Porte cochere. A covered entrance large enough for vehicles to pass through, that opens into a courtyard or parking area.

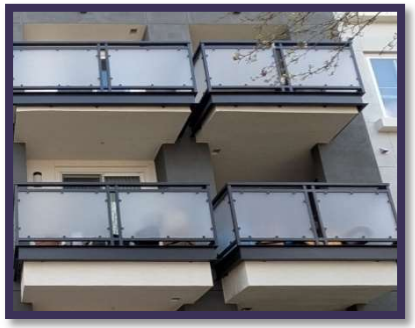
Primary material. The main materials that form the structural components, foundation, and envelope of a building. Primary materials often comprise 75% or more of a building's façade.

Primary street. The main road, street, or arterial route that serves a project site.

Rafter tails. The portion of the rafter that hangs over the wall and is visible on the exterior of the building.

Railing, horizontal.

Railing, panel.



Railing, mesh (perforated).

Recessed entry. An entrance to a building that is set back from the façade of the building.

Roof plane. The surface of the roof. It could be flat, pitched, or on an angle.

Roof, gabled. A roof having a gable at one or both ends; a roof sloping downward in two opposite directions from a central ridge, forming a gable at each end.

Roof, hipped. A roof that slopes upward from all four sides of a building, requiring a hip rafter at each corner.

Sash. The movable part of a window made of the frame that holds the glass.

Shingle. A small thin piece of building material often with one end thicker than the other for laying in overlapping rows as a covering for the roof or sides of a building.

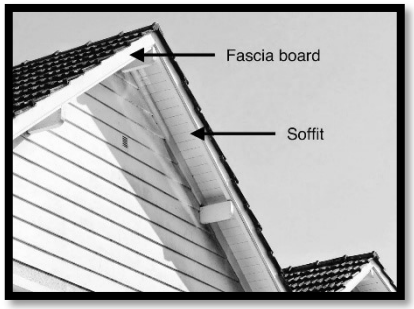
Shopfront (Storefront). The majority portion of a shopfront frontage that consists of the display window or entrance and its components, including windows, doors, transoms, and sill pane.

Shutter. Each of a pair of hinged panels, often louvered, fixed inside or outside a window that can be closed for security or privacy or to keep out light.

Sidelight. A glazed panel at the side of a doorway.

Sill. The horizontal exterior member at the bottom of a window or door opening, usually sloped away from the bottom of the window or door for drainage of water and overhanging the wall below.

Soffit. The underside of a roof overhang (eave) or any architectural structure like archways, balconies, or staircases, typically covering the exposed underside of rafters or other structural elements.



Soldier course (or sailor course). A row of bricks laid vertically with their narrow edge exposed, often used for decorative or accent purposes, like around door or window openings.

Trim. A narrow strip of wood, moulding, or other material as a surface decoration or the covering for joints and seams between building structure and window and door openings, or at wall edges.

Wainscot. A style of wall paneling, typically made of wood, brick, or stone, that covers the lower portion of a wall.

Wall plane. A vertical surface defined by the façades of buildings.

Window, accent. A window typically smaller in its dimensions and occurring less frequently than a typical window.

Window, awning. A window with one or more sashes hinged horizontally along the top rail.

Window, bay. A window space projecting outward from the main walls of a building and forming a bay in a room. Typically consists of a central windowpane (fixed sash), flanked by two or more smaller windows that can be a fixed pane or operable.

Window, casement. A window with at least one sash hinged to swing open.

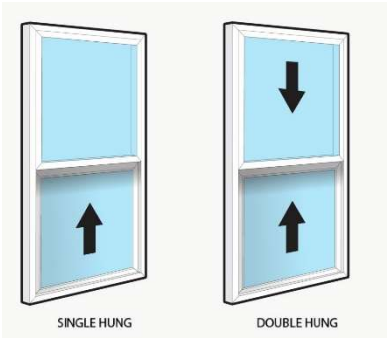
Window, double hung. A window with two sashes arranged one above the other, both of which are moveable in the vertical direction.

Window, fixed. A window or part of one that cannot be moved or opened.

Window, ganged or grouped. An opening composed of multiple, grouped typical windows, of which one may be a fixed or picture window.

Window, picture. A fixed window designed to take advantage of a view by reducing visual obstruction. Picture windows do not have glazing division.

Window, single hung. A window with two sashes arranged one above the other, one of which is moveable in the vertical direction.



Window, transom. A transom window is used above another window or entry door but can't open. They are usually as wide as the window or door (or as wide as the door and the sidelights). They can be square (rectangular), round top, or elliptical.

Window, typical. A regular recurring window (i.e., size or lite pattern) on a façade.

Wing wall. A smaller wall attached or next to a larger wall or structure.

REFERENCES AND CREDITS

REFERENCES

Field Guide to American Houses, Virginia Savage McAlester

PHOTO CREDITS

Photo 5 on page 22: https://jla-ap.com/project/prado/

Photos 4 and 6 on page 31: https://www.cbre.com/properties/properties-for-lease/office/details/US-SMPL-162377/the-mercantile-802-harney-street-omaha-ne-68102

and https://www.apartments.com/brickline-at-the-mercantile-omaha-ne/blv7pz9/#blv7pz9-0-photos

Illustrative page 43: https://focus-es.com/the-benefits-of-podium-style-buildings/

Illustrative page 45: https://www.base-4.com/podiums-vs-wraps-which-to-choose/

Photo page 70: https://www.apartments.com/legacy-at-livermore-livermore-ca/wjkdggh/#wjkdggh-0-photos

Photo page 91: https://deepstreamdesign.com/screen-wall/commercial-screen-walls-and-enclosures/

All other photos obtained via license from Getty Images (iStock.com) or taken by one of the following individuals:

Kristi Bascom, Shute, Mihaly & Weinberger LLP

Jake Potter, City of Livermore

Turhan Sonmez, City of Livermore

GRAPHIC DESIGN CREDIT

Black and white line drawings in **Section 2: Architectural Styles** and annotated graphic images in **Section 5: Universal Objective Design Standards** prepared by PlaceWorks

Colored building renderings of architectural styles generated by ChatGPT

EXHIBIT B

1929698.2

CITY OF
LIVERMORE
CALIFORNI

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE REPEALING DEVELOPMENT CODE SECTIONS 6.02.030 DENSITY BONUS, 6.03.060 EMERGENCY SHELTERS, 6.03.070 FARMWORKER HOUSING, 6.03.080 MOBILE HOMES AND MOBILE HOME PARKS, 6.03.120 ACCESSORY DWELLING UNITS, AND 10.06.050 AFFORDABLE HOUSING, AND ADDING A NEW PART 11: HOUSING TO THE LIVERMORE DEVELOPMENT CODE

As the availability of housing across California has failed to meet demand and concerns about housing affordability have increased, state legislation to spur and incentivize residential development has increased.

Beginning in 2015, the state began issuing regulations and passing new laws aimed at reducing barriers to housing production. The state has taken an increasingly active role in legislating the housing permitting process since then and has passed over 100 new laws in just the past 5 years.

In 2023, in conformance with state housing requirements, the City Council adopted Livermore's 2023-2031 Housing Element, which contains a series of policies that seek to implement and codify state housing law, further production of all housing types, streamline the housing permit review process, establish Objective Design Standards, and update the Livermore Development Code (LDC).

City staff has worked on and proposes for adoption a comprehensive update of the LDC to incorporate various state housing laws and increase project review streamlining. This update creates a new Part 11 Housing chapter in the LDC to provide regulations, standards, and review procedures for various types of housing and mixed-use development projects in the City and brings the LDC into compliance with state housing law, as well as provides additional housing-related updates to the LDC pertaining to project streamlining and public noticing, consistent with Housing Element policy ("Project").

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

Section 1. *Recommendation*. The Planning Commission held a duly noticed public hearing on June 3, 2025, to consider adoption of the Project and by its Resolution No. 19-25, attached hereto as Exhibit A, recommended that the City Council approve the Project.

Section 2. *Public Hearing*. Prior to taking action on the Project, and at a properly noticed public hearing, the City Council of the City of Livermore reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony; and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Ordinance by reference.

The City Council has considered the findings made in Planning Commission Resolution No. 19-25, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them herein, and based upon the City Council's own independent review of the Record Evidence and considerations, it adopts this Ordinance. [Resolution Nos. 17-25 (CEQA) and 19-25 (Project)]

Section 3. *Environmental*. The City Council has adopted Resolution No. [_____] finding the project to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Section 4. *Ordinance*. Part 11 Housing of the Livermore Development Code is hereby added as set forth in Exhibit B attached hereto. Sections 6.02.030 Density Bonus, 6.03.060 Emergency Shelters, 6.03.070 Farmworker Housing, 6.03.080 Mobile Homes and Mobile Home Parks, 6.03.120 Accessory Dwelling Units, and 10.06.050 Affordable Housing of the Livermore Development Code are hereby deleted in their entirety.

Section 5. *Consistency.* The ordinance is consistent with the Livermore General Plan, any applicable specific plan, and the Livermore Development Code.

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

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

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

Section 9. *Severability.* If any part of this ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor Marchand, City of Livermore

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A - Planning Commission Resolution No. 19-25
Exhibit B - Ordinance

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL OF DEVELOPMENT CODE AMENDMENT (DCA) 23-001 FOR A COMPREHENSIVE HOUSING UPDATE TO THE LIVERMORE DEVELOPMENT CODE

The City initiated an application recommending approval of Development Code Amendment (DCA) 23-001 to repeal Development Code sections 6.02.030 Density Bonus, 6.03.060 Emergency Shelters, 6.03.070 Farmworker Housing, 6.03.080 Mobile Homes and Mobile Home Parks, 6.03.120 Accessory Dwelling Units, and 10.06.050 Affordable Housing, and adopt a new Part 11 Housing chapter in the Development Code pertaining to all forms of housing, including these topics ("Project").

On June 3, 2025 the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED, with respect to DCA 23-001, the Planning Commission of the City of Livermore finds based on the information presented:

1. The amendment is internally consistent with all other provisions of the General Plan; and

   Response: This Project implements the City's General Plan Housing Element and ensures local development standards and regulations comply with state housing laws.

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

   Response: This Project ensures the City's local development standards are in compliance with state laws and are consistent with the Livermore Housing Element.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and adopted a resolution finding the Project to be exempt from the California Environmental Quality Act.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of this Resolution. Based upon the Planning Commission's independent review of the Record Evidence and considerations, the Planning Commission recommends that the City Council repeal Development Code sections 6.02.030 Density Bonus, 6.03.060 Emergency Shelters, 6.03.070 Farmworker Housing, 6.03.080 Mobile Homes and Mobile Home Parks, 6.03.120 Accessory Dwelling Units, and 10.06.050 Affordable Housing and approve Development Code Amendment (DCA) 23-001, for the new Part 11 Housing chapter in the Development Code, in substantial conformance with Exhibit A attached hereto, and with modified language for section 11.50.040.B.2.c. to state "Height. Each unit shall meet the standards of the underlying zoning district."

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

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

On the motion by Vice Chair Kronzak, seconded by Commissioner Anderson, the foregoing Resolution was passed and adopted at the Planning Commission meeting of June 3, 2025, by the following vote:

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

Yolanda Fintschenko, Chairperson

FOR

by Steve Riley, Planning Manager
Secretary to the Planning Commission

EXHIBIT A – Part 11 Housing

Chapter 11.10: Introduction

Sections:

11.10.010 Purpose and Applicability

11.10.010 Purpose and Applicability

A. Part 11 provides the regulations and standards for, and guidance on the review and processing of applications for multifamily and mixed use residential development projects, and other housing types.

B. Part 11 sets forth the objective development, design, and operating standards for specific types of multifamily residential and mixed use development projects in residential and commercial areas.

C. The land uses and activities covered by Part 11 shall comply with the provisions of this Part and all other applicable provisions of this Development Code.

D. In the event of any conflict between the requirements of Part 11 and those of Part 3 (Specific to Zones), Part 4 (General to Zones) or Part 5 (Building Types), the requirements of Part 11 shall control.

E. Part 11 was developed with the intent to summarize the requirements of various California State Government Code sections related to the development of housing. In the event of ambiguities, gaps, or conflict between State statutes and any of chapters of this Part, State statutes shall govern.

Chapter 11.20: Definitions

Sections:

11.20.010 Purpose
11.20.020 Definitions of Specialized Terms and Phrases

11.20.010 Purpose

This Chapter provides definitions of terms and phrases used in Part 11, Housing, that are technical or specialized, or that may not reflect common usage. If any of the definitions in this Chapter conflict with definitions in other provisions of the Development Code or Municipal Code, these definitions shall control for the purposes of how the term or phrase should be defined in relation to Part 11, Housing. If a word is not defined in this Chapter, or in other provisions of the City of Livermore Development Code or Municipal Code, the Director shall determine the correct definition. The Mixed-Use and Multifamily Objective Design Standards (MODS) has a glossary of terms applicable to building and site design.

11.20.020 Definitions of Specialized Terms and Phrases

For the purpose of this chapter, the following terms and phrases shall be defined as follows:

A. **Accessory Dwelling Unit (ADU).** An attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An ADU also includes an efficiency unit or a manufactured home, as defined in Section 18007 of the Health and Safety Code. (Gov't Code 66313)

B. A person "**Acting in Concert with the Owner**," means a person that has common ownership or control of the subject parcel with the owner of the adjacent parcel, or a person acting on behalf of, acting for the predominant benefit of, acting on the instructions of, or actively cooperating with, the owner of the parcel being subdivided. As used here, "common ownership or control" means that the property is owned or controlled by the same person, persons, or entity, or by separate entities in which any shareholder, partner, member, or family member of an investor of the entity owns ten percent or more of the interest in the property.

C. **Adjacent Parcel**. Any parcel of land that is (1) touching the parcel being subdivided at any point; (2) separated from the parcel being subdivided at any point only by a public right-of-way, private street or way, or public or private utility, service, or access easement; or (3) separated from the parcel being subdivided only by other real property which is in common ownership or control of the applicant.

D. **Affordable Housing**. Housing is considered affordable if it does not exceed a specified percentage of a household's income, depending on the income level,

and provided at an "affordable housing cost" as defined in Health and Safety Code § 50052.5 or "affordable rent" as defined in Health and Safety Code § 50053.

E. **Affordable to Low-Income or Very-Low-Income Households**. Being of a condition in which sales prices or rental rates for a housing development conform with the current "City of Livermore Affordable Housing Sales Prices and Rental Rates," established annually by resolution of the City Council.

F. **Agricultural Employee Housing**. Includes any dwellings, living quarters, or accommodations provided specifically for agricultural employees, which is any person employed in agriculture, as defined by California Labor Code Section 1140.4(b), which includes farming, dairying, horticulture, viticulture, and related agricultural work. (Health and Safety Code §17008)

G. **Approved Nonprofit Housing Group**. A nonprofit corporation, or a housing authority, with the mission to provide quality affordable housing and has entered into an agreement with the City to rent affordable rental units to very-low- and low-income households at a cost that does not exceed maximum monthly rental rates for those households consistent with the requirements of Chapter 11.70, Affordable Housing.

H. **Area Median Income**. The median household income, adjusted for family size, established and published annually by the United States Department of Housing and Urban Development (HUD) for a metropolitan area or nonmetropolitan county. (Health and Safety Code § 50093)

I. **Architectural Style**. An architectural style is a classification of buildings, based on a set of characteristics and features, including overall appearance, arrangement of the building's components, method of construction, building materials used, form, size, structural design, and regional character, as identified by the American Institute of Architects (AIA).

J. **Car Share Vehicle.** A motor vehicle that is operated as part of a regional fleet by a public or private car sharing company or organization and provides hourly or daily service. (California Vehicle Code, specifically Section 22507.1**)**

K. **Commercial Corridor**. A highway, that is not a freeway (as defined in Section 332 of the Vehicle Code) that has a right-of-way of at least 70 and not greater than 150 feet. (Gov't Code § 65912.101)

L. **Commercial to Residential Adaptive Reuse.** The process of converting existing commercial buildings (such as office buildings, malls, hotels, or industrial structures) into residential housing units.

M. **Complete Independent Living Facilities.** Describes a unit that has a separate entrance and provides permanent provisions for living, sleeping, cooking, and sanitation independent of another structure or unit. (Gov't Code § 65852.2)

N. **Coordinated Entry System**. As related to Low Barrier Navigation Centers, means a centralized or coordinated assessment system designed to coordinate

program participant intake, assessment, and referrals. (Developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020)

O. **Dedicated to Industrial Use**. At least one of the following criteria apply:

1. The property is presently utilized for industrial purposes.
2. The most recently permitted use of the property was for industrial uses.
3. The site was designated for industrial use in the latest version of the general plan adopted before January 1, 2022.

P. **Density Bonus.** The increase in the number of residential units that a developer is allowed to build beyond the maximum permitted by local zoning ordinances. This bonus is granted when a developer agrees to include a specified percentage of affordable housing units for lower-income, very low-income, moderate-income, or senior households within the project. (Gov't Code § 65915)

Q. **Density Bonus, "Super".** Assembly Bill 1763 is often referred to as the "Super Density Bonus" because the bill allows for up to an 80% density bonus for 100% affordable housing projects meeting certain criteria, and the density bonus units would also have to be affordable. AB 1763 projects that are located within a half mile of a major transit stop are also allowed a height increase of up to three stories or 33 feet. Furthermore, this bill also eliminated any parking requirements for a qualifying project and grants an additional concession or incentive to the housing developer.

R. **Density Bonus Housing Agreement.** A legally binding agreement between a local government (city or county) and a developer that governs the provision of affordable housing units in exchange for a density bonus, concessions, incentives, waivers, or parking reductions. (Gov't Code § 65915)

S. **Efficiency Unit.** A residential unit that: (Health and Safety Code § 17958.1)

1. Has a minimum area of 150 square feet (excluding a bathroom).
2. Includes a bathroom and a kitchen or an efficiency kitchen, which typically consists of: a sink, cooking appliances, a refrigerator, a food preparation counter, and storage cabinets.
3. May not be required to have separate rooms aside from the bathroom.

T. **Emergency Shelter**. Housing with minimal supportive services for persons experiencing homelessness that is limited to occupancy of six months or less. No individual or household may be denied emergency shelter because of an inability to pay. **(**Gov't Code § 65582(d))

U. **Extremely Low Income Household**. Household whose income does not exceed the qualifying limits for extremely low income families as established and amended from time to time pursuant to Section 8 of the United States Housing

Act of 1937. "Extremely Low Income" is typically defined as being below 30% of area median income, adjusted for family size and revised annually.

V. **Ground Floor Activation**. When buildings provide street facing, publicly accessible, ground floor tenant spaces to support commercial, office, and/or recreational uses on all street-facing building facades. Ground floors shall not contain residential living units but may provide ground floor spaces for various private residential services and amenities, primarily on non-street facing building facades.

W. **Heavy Industrial Use.** A source, other than a Title V source, that is subject to permitting by an air pollution control district, or an air quality management district created or continued in existence pursuant to provisions of Part 3 (commencing with Section 40000) of the Health and Safety Code.

X. **High-Quality Transit Corridor.** A corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours. (Public Resources Code § 21155)

Y. **Household.** All persons occupying a housing unit, regardless of their relationship, who share common living arrangements.

Z. **Housing Development Project.** Means a use consisting of any of the following: **(**Gov't Code § 65589.5(h)(2))

1. Residential units only.
2. Mixed-use developments that include residential units and are subject to certain requirements.
3. Transitional housing or supportive housing.

AA. **Incentives (or Concessions)**. In relation to density bonus, refers to: (Gov't. Code § 65915(k))

1. A reduction in site development standards or modification of zoning code requirements (such as setbacks, height restrictions, or parking requirements);
2. Approval of mixed-use zoning in conjunction with a housing development, even if the zoning code does not normally permit it, if it helps the development economically; or
3. Any other regulatory incentive or concession proposed by the applicant or the city/county that results in identifiable cost reductions for affordable housing units.

BB. **Independent Institution of Higher Education.** Non-public higher education institutions that grant undergraduate degrees, graduate degrees, or both, and that are formed as nonprofit corporations in California and are accredited by an agency recognized by the United States Department of Education. (CA Education Code § 66010)

CC. **Industrial Use.** Utilities, manufacturing, transportation storage and maintenance facilities, and warehousing uses. This definition, as it relates to State housing law and the California Government Code, does not include power substations or utility conveyances such as power lines, broadband wires, and pipes.

DD. **Individual Dwelling Unit Format**. Emergency shelter providing separate private units for individuals or households.

EE. **Junior Accessory Dwelling Unit (JADU).** A residential dwelling unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure. (Gov't. Code § 66313)

FF. **Light Industrial Use.** A use that is not subject to permitting by an air pollution control district or an air quality management district created or continued in existence pursuant to provisions of the California Health and Safety Code.

GG. **Living Area.** The interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure. **(**Gov't Code § 66313)

HH. **Low Barrier Navigation Center.** A Housing First, low-barrier, service-enriched shelter focused on quickly moving people into permanent housing. It provides temporary living facilities while case managers connect individuals experiencing homelessness with resources such as income, public benefits, health services, permanent housing, or other supportive services. A Low Barrier Navigation Center may be non-congregate and relocatable. "Low Barrier" means best practices to reduce barriers to entry, and may include, but is not limited to, the following: **(**Gov't Code § 65660)

1. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
2. Pets.
3. The storage of possessions.
4. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

II. **Low Income Household**. Household whose income does not exceed the qualifying limits for low income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. "Low Income" is typically defined as being within the range of 50-80% of area median income, adjusted for family size and revised annually.

JJ. **Lower Income Household**. Household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. The

limits shall be published by the department in the California Code of Regulations as soon as possible after adoption by the Secretary of Housing and Urban Development. In the event the federal standards are discontinued, the department shall, by regulation, establish income limits for lower income households for all geographic areas of the state at 80 percent of area median income, adjusted for family size and revised annually. (Health and Safety Code § 50079.5)

KK. **Major Transit Stop**. Means a site containing any of the following: **(**Public Resources Code § 21064.3)

1. An existing rail or bus rapid transit station;
2. A ferry terminal served by either a bus or rail transit service; or
3. The intersection of two or more major bus routes with a frequency of service interval of 20 minutes or less during the morning and afternoon peak commute periods.

LL. **Management Services**. Property management services for affordable housing projects, as determined appropriate by the Housing and Human Services Division.

MM. **Manufactured Home.** A structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974. **(**Health and Safety Code § 18007)

NN. **Mobile Home**. A structure that was constructed prior to June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected onsite, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Mobile home" includes any structure that meets all the requirements of this paragraph and complies with the state standards for mobile homes in effect at the time of construction. "Mobile home" does not include a commercial modular, as defined in Health and Safety Code § 18001.8, factory-built housing, as defined in §19971, a manufactured home, as defined in §18007, a multifamily manufactured home, as defined in §18008.7, or a recreational vehicle, as defined in §18010. **(**Health and Safety Code § 18008)

OO. **Mobile Home Park**. Any area or tract of land where two or more lots are rented or leased, held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium, or other form of resident ownership, to accommodate manufactured homes, mobile homes, or recreational vehicles used for human habitation. The rental paid for a manufactured home, a mobile home, or a recreational vehicle shall be deemed to include rental for the lot it occupies. This subdivision shall not be construed to authorize the rental of a mobile home park space for the accommodation of a recreational vehicle in violation of § 798.22 of the Civil Code. **(**Health and Safety Code § 18214)

PP. **Moderate Income Household**. Household of low or moderate income whose income exceeds the income limit for lower income households. "Moderate Income" is typically defined as being within the range of 80-120% of area median income, adjusted for family size and revised annually. (Health and Safety Code § 50093)

QQ. **Multifamily**. A residential use with more than one primary unit on a single parcel. May be for sale, for rent, attached, or detached.

RR. **Neighborhood Plan**. For a site within a neighborhood plan area, the neighborhood plan applicable to the site permits multifamily housing development on the site.

SS. **Notice of Intent**. Form of a preliminary housing development application that includes all of the information described in Gov't Code § 65941.1, as that section read on January 1, 2020.

TT. **Objective Zoning Standards, Objective Subdivision Standards, and Objective Design Standards.** Standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and the public official before submission. (Gov't Code § 65913.4)

UU. **Primary Dwelling Unit**. The main residential structure or dwelling unit on a parcel. Typically used in the context of differentiating the main residence from an ADU or JADU on the same parcel.

VV. **Qualified Urban Use**. Any residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses. (Public Resources Code § 21072)

WW. **Religious Institution.** An institution owned, controlled, and operated, and maintained by a bona fide church, religious denomination, or religious organization composed of multidenominational members of the same well-recognized religion, lawfully operating as a nonprofit religious corporation or as a corporation sole pursuant to the Corporations Code. (Gov't Code § 65913.16)

XX. **Reserved Unit.** A dwelling unit set aside or dedicated to satisfy the affordable housing requirement consistent with Chapter 11.70, Affordable Housing.

YY. **Restricted Unit.** A unit which is affordable to very-low or low-income households as defined in the housing element of the City of Livermore General Plan and where an affordability covenant is recorded against the property.

ZZ. **Senior Housing.** A residential development for individuals aged 55 and older (or 62 and older in certain cases).

AAA. **Set Aside Unit.** A dwelling unit set aside for sale or rental at an affordable price, which conforms to the requirements of the City's Affordable Housing requirements.

BBB. **Single Room Occupancy Unit**. A type of housing characterized by individual units, typically ranging from 150 to 400 square feet, that may include a kitchen and/or bathroom, and are intended for occupancy by no more than two persons. These dwelling units shall be offered on a monthly basis or longer.

CCC. **Single Family**. A residential use with one primary unit on a single parcel. May be for-sale, for-rent, attached, or detached.

DDD. **Single-Family Residential Zoning District**. Any zoning district as defined in Part 3 of the City's Development Code for which single-family residences are the only dwelling units allowed, including, without limitation, the R-R, R-S, and R-L zoning districts. This definition also applies to any area covered by a PD (Planned Development) or a PUD (Planned Unit Development) zoning district for which single-family residences are the only dwelling units allowed and which does not allow two-family residences or multifamily residences.

EEE. **Specific Adverse Impact**. A significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions, as they existed on the date the application was deemed complete.

FFF. **Substantially Surrounded**. Whereby at least 75 percent of the perimeter of the project site adjoins, or is separated only by an improved public right-of-way from, parcels that are developed with qualified urban uses. The remainder of the perimeter of the site adjoins, or is separated only by an improved public right-of-way from, parcels that have been designated for qualified urban uses in a zoning, community plan, or general plan for which an environmental impact report was certified. (Public Resources Code § 21159.25)

GGG. **Sufficient for Separate Conveyance**. Whereby each attached or adjacent dwelling unit is constructed in a manner adequate to allow for the separate sale of each unit in a common interest development as defined in Civil Code § 4100 (including a residential condominium, planned development, stock cooperative, or community apartment project), or any other ownership type in which the dwelling units may be sold individually.

HHH. **Supportive Housing**. Housing with no limit on the length of stay, that is occupied by the target population, and is linked to on-site or off-site services

that assist the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. Supportive housing can include nonresidential uses and administrative office space that is used for providing on-site services. The target population for supportive housing includes people with low incomes and one or more of the following characteristics: (Health Safety Code § 50675.14)

1. Homeless individuals, youth, and families;
2. People with disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions;
3. Individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act;
4. Individuals exiting institutional settings, such as jails, hospitals, prisons, and institutes of mental disease; or
5. Veterans.

III. **Supportive Services**. Services that include, but are not limited to, a combination of subsidized, permanent housing, intensive case management, medical and mental health care, substance abuse treatment, employment services, and benefits advocacy (Gov't Code § 65582).

JJJ. **Tiny Home Project**. A project that includes more than one affordable residential unit that is reserved for individuals and families making less than average median income. The residential units on the project site must include all of the following features:

1. Each unit provides complete independent living facilities for one or more persons and shall include permanent provisions for living, sleeping, eating, cooking, and sanitation;
2. All units are detached from one another and freestanding;
3. Each unit is less than 500 square feet in size; and
4. Each unit is not a Mobile Home.

KKK. **Title V Industrial Use**. A use that is only a stationary source required by federal law to be included in an operating permit program established pursuant to Title V of the federal Clean Air Act (42 U.S.C. Secs. 7661 to 7661f, incl.) and the federal regulations adopted pursuant to Title V.

LLL. **Transitional Housing.** Buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. (Gov't Code § 65582(g))

MMM. **Two-Unit Residential Development**. A housing project that allows for the construction of up to two primary residential units on a single-family zoned lot, provided that the development meets specific criteria as outlined in Gov't Code § 65852.21.

NNN. **Urban Lot Split**. A ministerial (i.e., non-discretionary) approval process that allows a property owner to subdivide a single-family residential lot into two separate parcels. This process is intended to facilitate the development of additional housing within urban areas. (Gov't Code § 66411.7)

OOO. **Very Low Income Household**. Household whose income does not exceed the qualifying limits for extremely low income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937. "Very Low Income" is typically defined as being within the range of 30-50% of area median income, adjusted for family size and revised annually.

PPP. **Very Low Vehicle Travel Area**. An urbanized area, as designated by the United States Census Bureau, where existing residential development generates vehicle miles traveled (VMT) per capita that is below 85 percent of either regional or city VMT per capita. (Gov't Code § 65589.5)

1823724.2

Chapter 11.30: Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs)

Sections:

11.30.010 Purpose and Enabling Authority
11.30.020 ADU Typology
11.30.030 Circumstances Under which Compliance is Not Required
11.30.040 Quantity of ADU or JADU Units Allowed
11.30.050 General Regulations for ADUs
11.30.060 Objective Development Standards for ADUs
11.30.070 Objective Design Standards for ADUs
11.30.080 General Regulations for JADUs
11.30.090 ADU and JADU Application Review and Approval
11.30.100 Impact Fee Waiver
11.30.110 Compliance with Building Codes
11.30.120 Energy Use and Generation
11.30.130 Density
11.30.140 Severability

11.30.010 Purpose and Enabling Authority

A. The purpose of this Chapter is to provide an opportunity for the development of small units, to provide relatively affordable housing for low- and moderate-income individuals and families, to provide economic support for resident families, and to provide additional residential units in the City while still maintaining the residential character of the surrounding neighborhoods. This Chapter summarizes the requirements of Gov't Code § 66310 through § 66342 governing ministerial and streamlined approval of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) and supplements these requirements with guidelines and procedures for processing applications under this law.

B. Ambiguities or gaps in this Chapter shall be resolved first by reference to Gov't Code § 66310 through § 66342. In the event of any conflict between Gov't Code § 66310 through § 66342 and this Chapter, Gov't Code § 66310 through § 66342 shall govern.

11.30.020 ADU Typology

There are four types of ADUs:

A. **Conversion ADU**. A new residential unit created by converting existing square footage in the primary dwelling unit or in accessory structure on a parcel.

B. **Attached ADU**. A new residential unit that expands the size of an existing or proposed primary dwelling unit.

C. **Detached ADU**. A new residential unit that is free-standing and physically separated from the primary dwelling unit.

D. **JADU**. A new residential unit created by converting up to 500 feet of space contained entirely within a single-family primary dwelling unit, or its attached and enclosed garage. Regulations specific to JADUs are set forth in Section 11.30.080.

11.30.030 Circumstance Under Which Compliance is Not Required.

A. Under no circumstance shall a requirement of this Chapter prohibit the development on one lot of one of the following:

1. One JADU and either:

   a. One Conversion ADU, or

   b. One 800 square foot Detached ADU with at least four-foot side and rear yard setbacks, that meets the height requirements of this Chapter.

2. Units as allowed in Section 11.30.040(B)

B. Standards that prohibit the development described in this section shall be relaxed only to the degree needed to allow the development. All other standards shall continue to comply.

11.30.040 Quantity of ADU or JADU Units Allowed

A. **Single Family Dwelling Unit.** For lots with an existing primary dwelling unit, one or all of the following shall be permitted:

1. One Conversion ADU,

2. One Detached or Attached ADU;

3. One JADU.

B. **Multifamily Unit(s).**

1. Existing Multifamily Dwelling. For lots with an existing multi-family dwelling, one or both (a. and b. below) of the following shall be permitted:

   a. Up to eight Detached ADUs, but shall not exceed the number of existing units on the lot;

   b. A quantity of Conversion ADUs equal to 25% of the total number of existing units, but not less than one.

      i Conversion ADUs are permitted in areas not currently used as livable space (e.g. storage rooms, boiler rooms, attics).

ii Each Conversion ADU shall comply with Building Code standards for dwellings.

iii For any fractional Conversion ADUs, quantity of units shall be rounded down to the nearest whole number.

2. Proposed Multifamily Dwelling. For lots with a proposed multi-family dwelling, not more than two Detached ADUs.

11.30.050 General Regulations for ADUs

A. **Approval Process.** ADUs shall be permitted ministerially and without discretionary review, subject to the requirements of Section 11.30.090 of this Chapter.

B. **Occupancy and Conveyance.**

1. There are no owner-occupancy requirements for an ADU.
2. No ADU shall be rented for a period less than 30 days.
3. Except as provided in Gov't Code § 66341, ADUs shall not be sold or otherwise conveyed separately from the primary dwelling unit nor shall any subdivision of the land separating the ADU and the primary structure be permitted.
4. No certificate of occupancy for an ADU shall be issued before a certificate of occupancy has been issued for the primary dwelling unit.

C. **Permitted Locations**. ADUs are permitted on any lot zoned to allow single-family or multi-family residential use that includes an existing or proposed primary dwelling unit, including Single-Family, Multi-Family, Mixed-Use, and residential Planned Development zoning districts, subject to the requirements of this Chapter.

D. **Residential Conversion.** An existing residence may be converted to an ADU in conjunction with development of a new primary dwelling unit, so long as the new primary dwelling unit meets required development standards of the zoning district.

E. **Modifications.** An existing ADU may be enlarged or modified only in accordance with the requirements of this chapter.

11.30.060 Objective Development Standards for ADUs

The following development standards shall apply to ADUs, as specified.

A. **Minimum Unit Size**. An ADU may not be less than 150 square feet in size or the minimum required for an efficiency dwelling unit as defined in Health and Safety Code § 17958.1, as may be amended from time to time.

B. **Maximum Unit Size.**

1. **Detached ADU**.

a. 850 square feet for an ADU with one or fewer bedrooms.

b. 1,000 square feet for an ADU with more than one bedroom.

2. **Attached ADU**. An attached ADU may not exceed 50% of the floor area of an existing or proposed primary dwelling unit on a lot. For the purposes of this section, floor area does not include attached garages or accessory structures. In no case shall this standard restrict an ADU of at least the following sizes:

a. 850 square feet for an ADU with one or fewer bedrooms.

b. 1,000 square feet for an ADU with more than one bedroom.

3. **Conversion ADU**. Maximum unit size is not regulated for a Conversion ADU that is within the space of an existing or proposed primary dwelling unit or accessory structure, except that a Conversion ADU may include an expansion of no more than 150 square feet beyond the same physical dimensions as the existing structure to accommodate ingress and egress to the new ADU, irrespective of underlying zoning standards.

C. **Setbacks.**

1. **Detached ADU.**

a. Front: 15 feet minimum or as required by the underlying zoning district, whichever is less.

b. Side/Rear/Street Side: 4 feet minimum.

2. **Attached ADU.**

a. Front: 15 feet minimum, or as required by the underlying zoning district, whichever is less.

b. Side/Rear/Street Side: 4 feet minimum.

3. **Conversion ADU.**

a. No additional setbacks beyond existing conditions if the setbacks comply with all applicable state and local building codes related to fire and safety. No additional setbacks for ADUs built in the same location and to the same dimensions as a permitted and existing accessory structure with setbacks that are sufficient for fire and safety.

D. **Building Separation**.

1. A Detached ADU shall be at least five feet from all structures on a lot, except:

a. Detached ADUs may be attached to detached garages or other accessory structures.

b. As required by the California Building Code and/or California Residential Code.

E. **Maximum Height**. Height limits established herein shall be measured to the highest point of a structure measured from exterior grade.

1. **Detached ADU**.

a. 16 feet. An additional two feet in height is allowed to accommodate a roof pitch on an ADU to align with the roof pitch of the primary dwelling unit.

b. 18 feet if the ADU is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor. An additional two feet in height is allowed to accommodate a roof pitch on an ADU to align with the roof pitch of the primary dwelling unit.

c. 18 feet if the ADU is on a lot with an existing or proposed multifamily, multistory dwelling.

2. **Attached ADU**.

a. 25 feet or the height limit that applies to the primary dwelling unit, whichever is lower.

3. **Conversion ADU**. Existing conditions remain.

F. **Maximum Lot Coverage and Floor to Area Ratio (FAR).**

1. **Attached or Detached ADU**. Total combined ADU, primary dwelling unit, and attached garage square footage shall not exceed the Lot Coverage or FAR requirements of the underlying zoning district.

2. **Conversion ADU**. No requirements.

G. **Usable Open Space**.

1. **Attached or Detached ADU**. Minimum 10-foot by 10-foot private open space area, directly adjacent to the ADU.

2. **Conversion ADU**. No requirements.

H. **Parking**.

1. One off-street parking space is required for all Attached and Detached ADUs, in addition to the parking required for the Primary Dwelling, except as provided below.

2. ADU parking may be tandem with other ADU parking spaces, but should not block any parking space required for the Primary Dwelling.

3. No parking is required under the following circumstances:

a. When a permit application includes a Conversion ADU(s) or JADU(s).

b. Within one-half mile walking distance of public transit (includes local bus stops and ACE train).

c. Within a historic preservation overlay district or located on a property where the primary residence has a National Register status of 1, 2, or 3 or any property identified as "Significant" or "Potentially Significant" on the City's Historic Resources Inventory.

d. When an on-street parking permit is required but not offered to the occupant of the ADU.

e. When a documented car-share vehicle parking is located within one block.

4. When a garage, carport, covered parking structure, or uncovered parking space is demolished or converted in conjunction with the construction of an ADU or JADU, replacement parking is not required.

5. A garage and ADU may be attached, provided the garage meets all Development Code Accessory Structure standards.

I. **Location**. ADU shall be located to the rear of the primary dwelling unit.

11.30.070 Objective Design Standards for ADUs

A. **Unit Access**.

1. **All ADUs**. Shall have a separate exterior entrance from the primary dwelling.

2. **Detached ADU**. Access shall not be on a street-facing elevation.

3. **Attached ADU or Conversion ADU**. Access shall not be on the front elevation of the primary dwelling unit.

4. **Attached ADU**. May have, but is not required to have, an interior entry to the primary dwelling unit, so long as the entry contains a lockable door on each side.

B. **Stairways**. New stairways shall be completely enclosed as part of the interior of the structure, except for an existing stairway. All enclosed stairways shall be counted towards the ADU's floor area.

C. **Privacy**. New balconies, roof decks, and decks over two feet above grade are prohibited.

D. **Materials and finishes**.

1. **Detached ADU**. Building roof materials, exterior finish material, and exterior color shall match the existing or proposed primary dwelling unit, and the building roof form and window and door type shall be architecturally compatible to the existing or proposed primary dwelling

unit. (For example, if the primary dwelling contains a shingle roof and lap siding, then the ADU shall contain a shingle roof and lap siding.)

2. **Attached ADU**. Building roof materials, exterior finish material, and exterior color shall match the existing or proposed primary dwelling unit, and the building roof form and window and door type shall be architecturally compatible to the existing or proposed primary dwelling unit. (For example, if the primary dwelling contains a shingle roof and lap siding, then the ADU shall contain a shingle roof and lap siding.).

3. **Conversion ADU**. Not applicable.

E. **Historic Resources**. The following additional standards apply to properties identified as "Significant" or "Potentially Significant" on the City's Historic Resources Inventory.

1. Attached ADUs are prohibited.

2. A Certificate of Appropriateness shall not be required to approve or deny an ADU or JADU. However, modifications to the historic resource shall be ministerially evaluated through the ADU Building Permit using the practices outlined in Chapter 9.02 of this Development Code.

11.30.080 General Regulations for JADUs

A. **Approval Process.** JADUs shall be permitted ministerially and without discretionary review, subject to the requirements of Section 11.30.090 of this chapter.

B. **Occupancy and Conveyance**

1. Owner-occupancy is required in the structure in which a JADU is permitted. The owner may reside in either the primary dwelling unit portion of the structure or the JADU. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

2. No JADU shall be rented for a period less than 30 days.

3. JADUs shall not be sold or conveyed separately from the primary dwelling unit.

4. No certificate of occupancy for a JADU shall be issued before a certificate of occupancy has been issued for the primary dwelling unit.

C. **Location.** A JADU shall be contained entirely within an existing or proposed primary dwelling unit.

D. **Size**

1. A JADU shall not exceed 500 square feet in size.

2. A JADU shall not be less than 150 square feet in size or the minimum required for an efficiency dwelling unit as defined in Health and Safety Code Section 17958.1, as may be amended from time to time.

E. **Utilities and Facilities**

1. All utilities shall be shared with the primary dwelling unit, no separate meters or panels are permitted.

2. Sanitation facilities, such as bathrooms and sinks, may be shared with the primary dwelling unit, or the JADU may include separate sanitation facilities.

F. **Entrances**

1. A separate exterior entrance to the JADU is required and may not be on the front elevation of the primary dwelling unit.

2. A JADU may include an interior entry to the primary dwelling unit. A second interior door may be included for sound attenuation. If a permitted JADU does not include its own separate sanitation facilities, the JADU shall include an interior entry to the primary dwelling unit to share sanitation facilities, and the sanitation facilities shall be accessible by the JADU resident.

G. **Kitchen.** A JADU shall include an efficiency kitchen as defined by Gov't Code Section 66333, which shall include all of the following:

1. A sink, cooking appliances, a refrigerator, a food preparation counter, and storage cabinets.

H. **Deed Restriction.**

1. A deed restriction, which shall run with the land, shall be filed with the City, and shall include:

   a. A statement that the sale of the JADU separate from the sale of the primary dwelling unit is prohibited,

   b. A statement that the deed restriction may be enforced against future purchasers,

   c. A statement that owner-occupancy is required in the structure in which a JADU is permitted. This is not required if the owner of the primary dwelling is a governmental agency, land trust, or housing organization, and

   d. A statement restricting the size and attributes of the JADU to those permitted by State Law.

2. The deed restriction document shall be submitted with the initial building permit application and shall be recorded with the Alameda County Recorder prior to the final building inspection.

I. **Parking.** No off-street parking space is required for a JADU.

J. **Address.** A separate address shall not be issued for any JADU.

11.30.090 ADU and JADU Application Review and Approval

A. **Approval Timelines**

1. If there is a primary dwelling unit or multi-family dwelling unit on the lot, an application for an ADU or JADU shall be approved or denied ministerially without discretionary review or a hearing.
2. The application shall be processed within sixty (60) days after receiving a complete application unless the applicant requests a delay.
3. If the application for the ADU or JADU is proposed in conjunction with an application for a new primary dwelling unit, the application shall be processed after the application for such primary dwelling unit.

B. **Pre-Approved Plans.** If an applicant utilizes one of the following plans in their application for a Detached ADU, the completed application shall be ministerially approved or denied within thirty (30) days:

1. A plan for an ADU that has been preapproved by the City within the current triennial California Building Standards Code rulemaking cycle.
2. A plan that is identical to a plan used in an application for a Detached ADU approved by the City within the current triennial California Building Standards Code rulemaking cycle.

C. **Findings of Denial.** If an application for an ADU or JADU is denied, a full set of written comments shall be supplied to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied.

D. **Approval by Inaction.** If a complete application for an ADU or JADU is not approved or denied within 60 days (unless a delay has been requested by the applicant), the application shall be deemed approved.

E. **Building Permit Required.** ADUs and JADUs require a building permit issued in conformance with all Building Codes and this chapter.

F. **Demolition Permit.** A demolition permit for a detached garage that is to be replaced with an ADU shall be reviewed with the application for the ADU and issued at the same time.

11.30.100 Impact Fee Waiver

No impact fee shall be assessed upon the development of an ADU less than seven hundred fifty (750) square feet or any JADU. Impact fees charged for an ADU of seven hundred fifty (750) square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

11.30.110 Compliance with Building Codes

A. **Fire Sprinklers**

1. Fire sprinklers are required for Attached and Detached ADUs when the primary dwelling unit has fire sprinklers or is required to be fire sprinklered.

2. The construction of an ADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling unit, unless an attached ADU exceeds 50 percent of the size of the Primary Dwelling Unit.

B. **Foundation Type**. New ADUs must be built on a continuous foundation as prescribed by the building code or a continuous foundation designed by a CA registered engineer. Pre-manufactured ADUs must be anchored to a continuous foundation as prescribed by the building code or anchored to a continuous foundation designed by a CA registered engineer.

C. **Utilities**. All ADU utilities, including water, sewer, and power, shall be connected to the Primary Dwelling Unit. Separate ADU utility connections are not permitted.

D. **Building Code Violations or Non-Conforming Zoning Conditions.** No application to create an ADU or JADU shall be denied due to the presence of nonconforming zoning conditions, building code violations, or unpermitted structures that do not present a threat to public health and safety and that are not affected by the construction of the ADU or JADU.

11.30.120 Energy Use and Generation

A. If an ADU is being constructed on a lot with an existing primary dwelling unit that uses natural gas, then the ADU can also connect a natural gas service line. If no natural gas service to the primary dwelling unit exists, no gas service shall be provided to the ADU.

B. Newly-constructed, non-manufactured, detached ADUs are subject to the California Energy Code requirement to provide solar photovoltaic systems (some exceptions apply, Applicant to consult code for confirmation).

11.30.130 Density

An ADU or JADU built in conformance with this chapter does not count toward the allowed density for the lot upon which the unit is located.

11.30.140 Severability

If any section, subsection, clause, or provision of this code is held to be invalid or unenforceable, the remainder of this code shall remain in full force and effect.

1871792.1

Chapter 11.40: Density Bonus

Sections:

11.40.010 Purpose and Enabling Authority
11.40.020 Applicability
11.40.030 Calculating the density bonus
11.40.040 Additional density bonus allowed
11.40.050 Condominium conversions
11.40.060 Developer incentives or Concessions
11.40.070 Waivers and modifications of development standards
11.40.080 Modified parking standards
11.40.090 Application procedures

11.40.010 Purpose and Enabling Authority

A. The purpose of this Chapter is to comply with State density bonus law, California Gov't Code § 65915 through § 65918), by providing increased residential densities for projects that guarantee that a portion of the housing units will be affordable to very low-, low-, or moderate-income households, senior citizens, transitional foster youth, disabled veterans, homeless persons, students or projects which include childcare facilities.

B. All developments shall be in compliance with Chapter 11.70 (Affordable Housing) for inclusionary housing. However, for the purposes of calculating the number of affordable units required by Chapter 11.70, any additional units authorized as a density bonus under this section will not be counted in determining the required number of inclusionary units.

C. Ambiguities or gaps in this Chapter shall be resolved first by reference to Gov't Code § 65915 through § 65918. In the event of any conflict between Gov't Code § 65915 through § 65918 and this Chapter, Gov't Code § 65915 through § 65918 shall govern.

11.40.020 Applicability

The City shall grant a density bonus not exceeding the maximum allowed under State density bonus law, and incentive(s) or concession(s) described in Section 11.40.060 (Developer Incentives), when an applicant for a residential or senior housing development creating five or more units seeks and agrees to construct at least one of the following categories:

A. **Low-Income Households**. At least 10 percent of the units are designated for low-income households, as defined in Health and Safety Code § 50079.5.

B. **Very Low-Income Households**. At least five percent of the units are designated for very low-income households, as defined in Health and Safety Code § 50105.

C. **Senior Housing**. A senior citizen housing development, as defined in Civil Code §§ 51.3 and 51.12, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Civil Code §§ 798.76 and 799.5. For purposes of this subsection, "development" includes a shared housing building development and a residential care facility for the elderly, as defined in Health and Safety Code § 1569.2.

D. **Moderate-Income Households**. At least 10 percent of the total dwelling units of a

housing development are sold to persons and families of moderate-income, as defined in Health and Safety Code § 50083, provided, that all units in the development are offered to the public for purchase.

E. **Special Populations**. At least 10 percent of the units are designated for transitional foster youth, as defined in Education Code § 66025.9; disabled veterans, as defined in Gov't Code § 18541; or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this category shall be subject to a recorded affordability restriction for 55 years and shall be provided at the same affordability level as very low-income units.

F. **Student Housing.** At least 20 percent of the total units are designated for low-income students in a student housing development meeting the requirements of Gov't Code § 65915(b)(1)(F).

G. **100% Low-Income Households**. 100 percent of all units in the development, including total units and density bonus units, but exclusive of a manager's unit or units, are for low-income households, as defined by Health and Safety Code § 50079.5, except that up to 20 percent of the units in the development, including total units and density bonus units, may be for moderate-income households, as defined in Health and Safety Code § 50053. For purposes of this subsection, "development" includes a shared housing building development.

11.40.030 Calculating the density bonus

A Density Bonus is an increase in density on a property above the maximum density set for the property under the General Plan. The Density Bonus shall be calculated as follows:

A. **Senior Housing**. For housing developments meeting the criteria of Section 11.40.020.C, the density bonus shall be 20 percent of the number of senior housing units.

B. **Student Housing.** For housing developments meeting the criteria of Section 11.40.020.F, the density bonus shall be:

1. 35% when 20% of the total units are designated for low-income students;

2. 38.75% when 21% of the total units are designated for low-income students;

3. 42.5% when 22% of the total units are designated for low-income students;

4. 46.25% when 23% of the total units are designated for low-income students; and

5. 50% when 24% of the total units are designated for low-income students.

C. **100% Low-Income Households.** For housing developments meeting the criteria of Section 11.40.020.G, the density bonus shall be 80 percent of the number of units for low-income households.

1. If the housing development is located within one-half mile of a major transit stop or if the housing development is located in a very low vehicle travel area within a designated county, there are no maximum controls on density.

D. **Very Low, Low, and Moderate-Income Housing.** The density bonus shall be calculated as shown in Table 11.40-1 for very low-, low-, and moderate-income households.

1. All density calculations resulting in fractional units shall be rounded up to the next whole number.

Table 11.40-1: Percentage of Inclusionary Units and Corresponding Density Bonus.					
Very Low-Income Households Earning < 50% AMI*		Low-Income Households Earning < 80% AMI*		Moderate-Income Households Earning >80%-120% AMI*	
Percentage Very Low-Income Units	Percentage Density Bonus*	Percentage Low-Income Units	Percentage Density Bonus*	Percentage Moderate-Income Units	Percentage Density Bonus*
5	20	10	20	10	5
6	22.5	11	21.5	11	6
7	25	12	23	12	7
8	27.5	13	24.5	13	8
9	30	14	26	14	9
10	32.5	15	27.5	15	10
11	35	16	29	16	11
12	38.75	17	30.5	17	12
13	42.5	18	32	18	13
14	46.25	19	33.5	19	14
15	50	20	35	20	15
		21	38.75	21	16
		22	42.5	22	17
		23	46.25	23	18
		24	50	24	19
				25	20
				26	21
				27	22
				28	23
				29	24
				30	25
				31	26
				32	27
				33	28
				34	29
				35	30
				36	31

	37	32
	38	33
	39	34
	40	35
	41	38.75
	42	42.5
	43	46.25
	44	50

*Notes:

-"AMI": Area Median Income

-Applicant may request a Density Bonus ranging from no Density Bonus to the maximum allowed.

11.40.040 Additional density bonus allowed

A project shall be eligible for an increased density bonus described in this subsection pursuant to any of the following options. The additional density bonus shall be calculated using the number of units excluding any density bonus already awarded.

A. **Increased Affordable Percentage.**

1. An additional Density Bonus may be granted to projects that meet the following requirements:

   a. The project shall not exceed 50 percent affordability after the use of the additional Density Bonus.

   b. The project meets the Applicability Requirements specified in Section 11.40.020 and one of the following:

      i Low-Income Households. Provides 24 percent of the total units to low-income households.

      ii Very Low-Income Households. Provides 15 percent of the total units to very low-income households.

      iii Moderate-Income Households. Provides 44 percent of the total units to moderate-income households.

2. Additional units shall be calculated based on the table below:

Table 11.40-2: Percentage of Additional Inclusionary Units and Corresponding Additional Density Bonus.

Percentage Very Low-Income Units	Percentage Density Bonus	Percentage Moderate-Income Units	Percentage Density Bonus
5	20	5	20

6	23.75	6	22.5
7	27.5	7	25
8	31.25	8	27.5
9	35	9	30
10	38.75	10	32.5
		11	35
		12	38.75
		13	42.5
		14	46.25
		15	50

B. **Land donation.**

1. Site Characteristics. An additional Density Bonus may be granted to projects that provide a land donation, prior to the project's Final Map or Parcel Map approval, that meets the following:

   a. Affordability. The site shall provide a quantity of very low-income units equal to at least 10 percent of the project's total units.

   b. Size. The site is at least one acre in size, or of sufficient size to permit development of at least 40 units.

   c. Land Use. The site has a General Plan designation and Zoning classification that allow for the required quantity of affordable units.

   d. Public Utilities. The site is or will be served by adequate public facilities and infrastructure.

   e. Approvals. The site's affordable units are properly entitled through the City.

   f. Location. The transferred land shall be located within the boundary of the proposed development, or if the City agrees, within ¼ mile of the boundary of the proposed development.

   g. Deed Restriction. The transferred land and the affordable housing units shall be subject to a deed restriction, which shall be recorded on the property at the time of transfer, ensuring continued affordability of the units for a term of at least 55 years.

   h. Transfer. The land is transferred to the City or to another housing developer approved by the City. The City may require the applicant to identify and transfer the land to the developer.

   i. Funding Source. A proposed source of funding for the very-low income units shall be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application.

2. Density Bonus. The additional Density Bonus shall be calculated as follows:

   a. Baseline. A 15 percent increase above the site's maximum allowed General

Plan density.

b. Increase. For each one percent increase above the minimum 10 percent land donation requirement specified in section B(1)(a), the additional density bonus shall be increased by one percent, up to a maximum of 35 percent density bonus.

c. Bonus Limit. This density bonus shall be in addition to any density bonus mandated by subsection 11.40.030(D) of this section, up to a maximum combined density increase of 35 percent, if the applicant seeks both the increase required under this subsection and the increase under subsection 11.40.030(D) of this section.

C. **Childcare facilities**

1. When an applicant proposes to construct a housing development that conforms to the requirements of section 11.40.020 and includes a childcare facility that will be located on the premises of, as part of, or adjacent to, the housing development, the City shall grant either of the following:

a. Size. An additional density bonus that is an amount of square feet of residential space that is equal to the amount of square feet in the childcare facility; or

b. Concession/Incentive. An additional concession or incentive designated that would contribute significantly to the economic feasibility of the construction of the childcare facility.

2. The City shall require, as a condition of approving the housing development, that the following occur:

a. Operation Period. The childcare facility shall remain in operation for a period of time that is as long as, or longer than, the period of time during which the affordable housing units are required to remain affordable pursuant to this section; and

b. Income Requirement. Of the children who attend the childcare facility, the children of very low-income households, low-income households, and moderate-income households shall equal a percentage that is equal to, or greater than, the percentage of dwelling units that are made affordable to very low-income households, low-income households, or families of moderate-income households.

11.40.050 Condominium conversions

A. **Eligibility**. A condominium conversion project is eligible for a Density Bonus if the project agrees to pay for City administrative costs related to implementing this section and satisfies one of the following:

1. Includes at least 33 percent of its total units restricted to moderate-income households for 55 years; or

2. Includes at least 15 percent of its total units affordable to low-income households for 55 years.

B. **Density Bonus**. If the project meets the eligibility requirements of section 11.40.050(A), the City shall either:

1. Density. Grant a density bonus, increasing the number of residential units by 25 percent over the number of apartments, to be provided within the existing structure or structures proposed for conversion; or

2. Financial Incentives. Provide other incentives of equivalent financial value to be determined by the City. For purposes of this section, "other incentives of equivalent financial value" shall not be construed to require the City to provide cash transfer payments or other monetary compensation, but may include the reduction, or waiver, of requirements that the City might otherwise apply as conditions of conversion approval.

C. **Ineligibility**. An applicant shall be ineligible for a condominium conversion density bonus or other incentives under this subsection if:

1. Previous Density Bonus. The apartments proposed for conversion constitute a residential development project for which a density bonus or other incentives were previously granted under this Section.

2. Existing Affordable Rental Units.

a. The condominium project is proposed on any property that includes a parcel or parcels on which affordable rental dwelling units:

i Currently Exist;

ii Do not currently exist, but were vacated or demolished within the five-year period directly preceding the application; or,

iii Have been:

(a) Subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of low or very low-income;

(b) Subject to any other form of rent or price control through a public entity's valid exercise of its police power; or

(c) Occupied by low or very low-income households, unless the proposed condominium project replaces those units, as defined in Gov't Code § 65915(c)(3)(B), and either of the following applies:

(A) Affordable Units. The proposed condominium project, inclusive of the units replaced pursuant to Gov't Code § 65915(c)(3)(B), contains affordable units at the percentages set forth in Table 11-40-1.

(B) Low-Income Units. Each unit in the development, exclusive of a manager's unit or units, is affordable to, and

occupied by, either a low or very low-income household.

11.40.060 Developer Incentives or Concessions

A. **Eligibility**. When an applicant seeks a density bonus as prescribed by Gov't Code § 65915, the City will grant the number of concessions or incentives as required by this section, unless it makes any of the following findings:

1. The developer concessions or incentives do not result in identifiable and actual cost reductions to provide for affordable housing.

2. The developer concessions or incentives would have a specific, adverse impact, as defined in paragraph Gov't Code § 65589.5(d)(2) upon public health and safety or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low- and moderate-income households.

3. The developer concessions or incentives would be contrary to state or federal law.

Table 11.40-3: Number of Developer Incentives

	Inclusionary Units		
Number of Incentives	Very Low-Income Units	Low-Income Units	Moderate-Income Units in For-Sale Development
1*	5	10	10
2	10	17	20
3	15	24	30
4	16	N/A	45
5	A project meeting the criteria of 11.40.020(G) – Low-Income Households. Additionally, if such a project is located within one-half mile of a major transit stop or is located in a very low vehicle travel area in a designated county, the applicant shall also receive a height increase of up to three additional stories, or 33 feet.		

* Note: One incentive or concession shall be granted for projects that include at least 20 percent of the total units for low-income students in a student housing development. If a project includes at least 23 percent of the total units for low-income students in a student housing project, the applicant shall instead receive two incentives or concessions.

B. **Developer Incentives or Concessions Defined**.

1. For the purposes of this section, concession or incentive means any of the following:

a. Local Standards. A reduction in site development standards or a modification of zoning code or architectural design requirements that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and the ratio of vehicular parking spaces than would otherwise be required. Reductions or modifications shall result in identifiable and actual cost reductions to provide for affordable housing costs or rents;

b. Mixed-Use Zoning. Approval of mixed-use zoning if commercial, office, industrial, or other land uses will reduce the cost of the housing development and if the commercial, office, industrial, or other land uses are compatible with the housing project and the existing or planned development in the area where the proposed housing project will be located; and

c. Other Incentives. Other regulatory developer incentives proposed by the developer or the City that result in identifiable and actual cost reductions to provide for affordable housing costs or rents.

11.40.070 Waivers and modifications of development standards

A. **Eligibility**. In accordance with Gov't Code § 65915(e), an applicant may propose a waiver or modification of development standards if they would physically preclude the construction of a development meeting the criteria of section 11.40.020, at the densities and/or with the developer incentives permitted by this section.

1. A proposal for the waiver or reduction of development standards pursuant to this subsection shall neither reduce nor increase the number of developer incentives to which the applicant is entitled pursuant to Section 11.40.060 (Developer Incentives).

2. When a housing development qualifies for a "super" density bonus because it constructs a 100% affordable project and is eligible for an unlimited percent increase in density, the housing development is not further eligible for waivers of development standards beyond the five incentives or concessions for a project allowed in Table 11.40-3 or the allowance of no maximum controls on density.

B. **Grounds for Denial.** In accordance with Gov't Code § 65915(e), the City may deny an applicant's request to waive or modify the City's development standards in any of the following circumstances:

1. The application does not conform with the requirements of this section or Gov't Code §§ 65915-65918.

2. The applicant fails to demonstrate that the City's development standards physically preclude the utilization of a density bonus on a specific site.

3. The waiver or reduction would have a specific, adverse impact, as defined in Gov't Code § 65589.5(d)(2), upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

4. The waiver or reduction would have an adverse impact on any real property that is listed in a National, State, or Local Register of Historic Places.

5. The waiver or reduction would be contrary to State or Federal law.

11.40.080 Modified parking standards

A. **Maximum Parking Ratios**. Upon the request of the applicant, a development meeting the criteria in Section 11.40.020 (Applicability) shall not be required to provide onsite parking that exceeds the following ratios (inclusive of accessible and guest parking):

1. Zero to one bedroom: one on-site parking space.

2. Two to three bedrooms: one and one-half on-site parking spaces.

3. Four and more bedrooms: two and one-half on-site parking spaces.

4. One bedspace in a student housing development: zero parking spaces.

B. **Reduced Parking Ratio**. A vehicular parking ratio that exceeds 0.5 spaces per unit shall not be required for projects that meet all the following:

1. Are located within one-half mile of a major transit stop;

2. Have unobstructed access to the transit stop; and

3. Meet one of the following density requirements:

a. At least 20 percent low-income units for housing developments meeting the criteria of Section 11.40.020.A (Low-Income Households); or

b. At least 11 percent very low-income units for housing developments meeting the criteria of Section 11.40.020.B (Very Low-Income Households); or

c. At least 40 percent moderate-income units for housing developments meeting the criteria of Section 11.40.020.D (Moderate-Income Households)

C. **Eliminated Parking Ratio**. There is no required vehicular parking ratio for projects that:

1. Meet the criteria of Section 11.40.020(G) (100% Low-Income Households) of this Section; and

2. Meet one of the following requirements:

a. Are located within one-half mile of a major transit stop with unobstructed access to the transit stop; or

b. The development is a for-rent housing development for individuals who are 55 years of age or older that complies with Civil Code §§ 51.2 and 51.3 and the development has either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day; or

c. The development is either a special needs housing development, as defined in Health and Safety Code § 51312, or a supportive housing development, as defined in Health and Safety Code § 50675.14. A development that is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

D. **Major Transit Stop Defined.**

1. A site containing any of the following:

a. An existing rail or bus rapid transit station.

b. A ferry terminal served by either a bus or rail transit service.

c. The intersection of two or more major bus routes with a frequency of

service interval of 20 minutes or less during the morning and afternoon peak commute periods.

E. **Located Within One-Half Mile of a Major Transit Stop Defined.** "Located within one-half mile of a major transit stop" means that any point on a proposed development is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.

F. **Unobstructed Access to a Major Transit Stop Defined**. "Unobstructed access to the major transit stop" means a resident is able to access the major transit stop without encountering natural or constructed impediments. For purposes of this chapter, "natural or constructed impediments" includes, but is not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.

G. **Fractional Parking**. If the total number of parking spaces required for a development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this subsection, a development may meet parking requirements through on-site tandem parking or uncovered parking, but not through on-street parking.

11.40.090 Application procedures

A. **Submittal Requirements**. An application for a density bonus, developer incentive, or waiver or modification of development standards must include the following information:

1. Quantity of Units. The total number of units before the addition of a density bonus, the number of proposed affordable housing units included in the project, and the number of proposed density bonus units;

2. Incentives. The specific developer incentive(s) sought, if any;

3. Waivers. The specific waiver or modification to development standards sought, if any;

4. Documentation. If seeking a developer incentive or waiver, documentation that the incentive will reduce costs and the waiver will physically preclude development;

5. Parking Ratio. The specific vehicular parking ratio requested as allowed by this chapter;

6. Land Donation. If requesting a density bonus based on land donation in accordance with Gov't Code § 65915(g), information sufficient to permit the City to determine that the proposed donation conforms with the requirements of § 65915 and this chapter; and

7. Child Daycare. If requesting a density bonus based on the provision of a childcare facility in accordance with Gov't Code § 65915(h), the application must:

   a. Provide the location of the proposed childcare facility and the proposed operator; and

   b. Agree to operate the childcare facility for a period of time that is as long as or longer than the period of time during which the density bonus units (the units that qualify the development for a density bonus) are required to

remain affordable.

B. **City Determination**. At the time an application for a density bonus is deemed complete, the City shall provide a determination as to the following:

1. Density Bonus. The amount of density bonus for which a development is eligible;
2. Parking Ratio. If the applicant requests a parking ratio modification consistent with section 11.40.080, the ratio for which the applicant is eligible; and
3. Incentives, Concessions, and Waiver. If the applicant requests incentives, concessions, or waivers or reductions in development standards, whether the applicant provided reasonable documentation for the City to make a determination as to those incentives, concessions, or waivers or reductions.

1871823.1

Chapter 11.50: Two-Unit Residential Developments and Urban Lot Splits

Sections:

11.50.010 Purpose and Enabling Authority
11.50.020 Review Authority
11.50.030 Submittal Requirements
11.50.040 Two-Unit Residential Developments
11.50.050 Urban Lot Splits
11.50.060 Adverse Impacts
11.50.070 City Manager Authority
11.50.080 Project Review and Decision

11.50.010 Purpose and Enabling Authority

The purpose of this Chapter is to summarize the requirements of Government Code Sections 65852.21 and 66411.7, which govern the ministerial and streamlined approval of Two-Unit Residential Developments and Urban Lot Splits, and to supplement these requirements with guidelines and procedures for processing applications under these laws. Government Code Sections 65852.21 and 66411.7, which were originally added to the Government Code by SB 9 (2021), provide for ministerial approval of projects that include up to two detached or attached housing units on one parcel and of certain parcel maps creating two lots.

Ambiguities or gaps in this Chapter shall be resolved first by reference to Government Code Sections 65852.21 and 66411.7. In the event of any conflict between Government Code Sections 65852.21 and 66411.7 and this Chapter, Government Code Sections 65852.21 and 66411.7 shall control.

11.50.20 Review Authority

A. **Two-Unit Residential Developments.** The Building Official shall ministerially review Two-Unit Residential Development applications.

B. **Urban Lot Splits.** The City Engineer shall ministerially review Urban Lot Split applications.

11.50.030 Submittal Requirements

A. Each Two-Unit Residential Development or Urban Lot Split application, submitted pursuant to Government Code Sections 65852.21 and 66411.7, shall be filed with the Department on a City application form. The application shall be submitted with all required fees and/or deposits and all other information and materials specified in the application submittal checklist prepared for the specific type of application and/or as specified by

the Community Development Director. The application shall also include the following:

1. Existing and proposed property boundary lines;
2. Existing and proposed utilities;
3. Existing and proposed easements (including access easements);
4. Existing and proposed structures, including public infrastructure (i.e. curb, gutter, sidewalk and driveway approaches); and
5. Proposed elevation views including a 75-degree ground ladder exhibit for second story or eaves (if applicable).

11.50.040 Two-Unit Residential Developments

A. **Eligibility Requirements.** A Two-Unit Residential Development may be combined with an Urban Lot Split, as described in Section 11.50.050 of this Chapter. A Two-Unit Residential Development may be located on all parcels within all Single-Family Residential Zoning Districts that have a Residential General Plan land use designation, except for the following parcels:

1. **Affordable and Rented Properties.** Any parcel where the Two-Unit Residential Development would require demolition or alteration of any of the following housing types:
   a. Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.
   b. Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.
   c. Housing that has been occupied by a tenant within the last three years.
2. **Withdrawn Accommodations Property.** A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within fifteen years before the date that the development proponent submits an application.
3. **Historic Property.** A parcel located within a historic district or property included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or any property identified as "Significant" or "Potentially Significant" on the City's Historic Resources Inventory.
4. **Environmentally Sensitive Lands.** A parcel of one or more of the types specified in subparagraphs (B) to (K), inclusive, of Government Code

Section 65913.4(a)(6). Without limiting the foregoing, the most applicable of those specifications to the City are the following:

a. **Significant Farmland**. A parcel identified as prime farmland or farmland of statewide importance, as defined pursuant to United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

b. **Fire Hazard Zone**. A parcel within a very high fire hazard severity zone, as determined the Department of Forestry and Fire Protection pursuant to Government Code Section 51178, or within a high or very high fire hazard severity zone as indicated on the maps adopted by the Department of Forestry and Fire Protection pursuant to Public Resources Code Section 4202. This subsection does not apply to parcels that have been excluded from the specified hazard zones by actions of the City pursuant to Government Code Section 51179(b), or parcels that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the Two-Unit Residential Development.

c. **Earthquake Fault Zone**. A parcel located within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by the City of Livermore City Council under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2 of the Government Code.

d. **Conserved Lands**. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

e. **Lands under Conservation Easement**. Properties encumbered by a conservation easement held by a public agency, land trust, or private party.

f. **Wetlands**. Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

g. **Flood Zones**. Within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency.

B. **Development Standards.**

1. No development standard shall preclude the construction of two units of 800 square feet in size or less on each parcel.

2. Development pursuant to this Chapter shall comply with all applicable objective zoning, subdivision, and design review standards of the Development Code and underlying Zoning District, except for the following:

   a. **Number of Units.** No more than two units may be constructed on each parcel. For purposes of this Chapter, "unit" means a primary dwelling unit, an ADU, or a JADU, all as defined in Chapter 11.30 of this Development Code.

   b. **Side and Rear Setback.** Each unit shall have a minimum side and rear setback of four feet. No setback requirement shall apply for a new structure built with the same dimensions and in the same location as an existing permitted structure.

   c. **Height.** Each unit shall meet the standards of the underlying zoning district.

   d. **Parking.** Each dwelling unit created pursuant to this section shall provide one off-street parking space, unless exempt pursuant to Government Code Section 65852.21(c)(1) as follows:

      i The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.

      ii When a documented car-share vehicle is located within one block of the parcel.

C. **Design Standards.** Below terms defined within Chapter 11.20: Definitions and/or within Mixed-Use and Multifamily Objective Design Standards - Glossary of Terms.

1. **Architectural Style.** The same architectural style shall be used for both units of any Two-Unit Residential Development. The units shall not have a flat roof.

2. **Differentiation.** The primary building wall, trim, and door color of each unit shall not be identical.

3. **Architectural Features.** Each new unit shall have at least two of the following architectural features on the street-facing façade:
    a. Window shutters.
    b. Corbel, bracket, or support brace.
    c. Rafter tails.
    d. Exposed bracing.
    e. Material change.
    f. Vents or grills.
4. **Front Porch.** Each new unit shall have one front porch that faces the street. Porch dimensions shall be at least five feet by ten feet.
5. **Front Entryway**. The front door shall directly face the nearest public street and shall have one pathway that leads from the street to the unit entry.
6. **Finished Floor Height**. The first-floor finish level shall be at least 18 inches above the finished grade.
7. **Window Inset**. All street facing windows shall have a minimum inset of two inches.
8. **Materials**. Each unit shall incorporate at least two different material types, excluding the roof material.
9. **Eave Dimension**. All building eaves shall have a minimum depth of at least two feet.
10. **Garage Location**. The front of each garage shall be located at least 20 feet to the rear of each unit's front facade.
11. **Tree Planting.** Each new unit shall plant in the front yard at least one tree with the following characteristics:
    a. California native.
    b. 24" box size at planting.
    c. Mature height and spread of at least 30 feet.
    d. Drought tolerant.
12. **Foundation Planting.** Each new unit shall plant along its street-facing foundation shrubs with the following characteristics:
    a. 5-gallon size at planting.
    b. Attract pollinators and birds.
    c. Drought tolerant.

D. **Other Standards.**

1. **Rental.** Any rental of a dwelling unit constructed pursuant to this Chapter shall be for a term of longer than thirty (30) days.
2. **Septic System.** For any unit that will be connected to an onsite septic system, the applicant must provide a percolation test showing compliance with applicable public health and safety standards. The percolation test shall be completed within the last five years, or, if the percolation test has been recertified, within the last ten years.
3. **Adjacent or Connected Units**. Units may be adjacent or connected if they meet all applicable building code safety standards and are designed to allow for separate conveyance(s).

11.50.050 Urban Lot Splits

A. **Eligibility Requirements.**

1. **Eligibility.** An Urban Lot Split may be combined with a Two-Unit Residential Development, as described in section 11.50.040 of this Chapter. An Urban Lot Split may occur on any parcel within a Single-Family Residential Zoning District that has a Residential General Plan land use designation, except for the following parcels:

   a. **Special Housing Types**. Any parcel where the Urban Lot Split would require demolition or alteration of any of the following housing types:

      i Housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income.

      ii Housing that is subject to any form of rent or price control through a public entity's valid exercise of its police power.

      iii Housing that has been occupied by a tenant within the last three years.

      iv A parcel or parcels on which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the California Government Code to withdraw accommodations from rent or lease within fifteen years before the date that the development proponent submits an application pursuant to this Chapter.

   b. **Historic Property.** A parcel located within a historic district or property included on the State Historic Resources Inventory, as defined in Public Resources Code Section 5020.1, or any property identified as “Significant” or “Potentially Significant” on the City’s Historic Resources Inventory.

c. **Previous Urban Lot Split.** Any parcel that has been established through prior exercise of an Urban Lot Split as provided for in this Chapter and Government Code Section 66411.7.

d. **Adjacent Urban Lot Split.** Any parcel for which either the owner of the parcel or any person acting in concert with the owner has previously subdivided an adjacent parcel using an Urban Lot Split as provided for in this Chapter and Government Code Section 66411.7.

e. **Environmentally Sensitive Lands.** A parcel of one or more of the types specified in subparagraphs (B) to (K), inclusive, of Government Code Section 65913.4(a)(6).

2. **Residential Use.** Any parcel created by this Chapter shall be limited to residential uses.

B. **Development Standards.** A parcel map for an Urban Lot Split shall be allowed with ministerial approval if the City Engineer determines the parcel map for the lot split meets all of the following requirements:

1. **Lot Area.** The parcel map subdivides an existing parcel to create no more than two new parcels of approximately equal lot area provided that one parcel shall not be smaller than forty percent of the lot area of the original parcel proposed for subdivision.

2. **Lot Size**. Both newly created lots are no smaller than one thousand two hundred (1,200) square feet.

3. **Lot Frontage**. Each lot resulting from the Urban Lot Split either:

a. Adjoins the public right-of-way via a twenty foot street frontage; or

b. Has access to the public right-of-way via a recorded access easement of no less than five (5) feet width benefiting the lot without direct frontage to the public right of way. If necessary to allow one lot resulting from an Urban Lot Split to meet this requirement, the other resulting lot shall provide such an access easement.

C. **Improvement Standards.** Development on a lot created by an Urban Lot Split pursuant to this Chapter shall comply with the following improvement standards and all applicable objective standards of the Development Code, except as otherwise expressly provided for in subsections (1) through (4) below.

1. **Existing Structure.** No setback shall be required for an existing structure on the lot.

2. **Dedications.** No provision of this Development Code shall apply that requires dedication of any right-of-way for the parcels being created as a condition of issuing a parcel map for an Urban Lot Split pursuant to this Chapter.

3. **Improvements.** No provision of the Development Code shall apply that requires offsite improvements for the parcels being created as a condition of issuing a parcel map for an Urban Lot Split pursuant to this Chapter. However, any onsite improvement necessary for public health and safety may be required, including onsite frontage improvements.
4. **Public Easements.** The City Engineer may require easements necessary for the provision of public services and facilities.

D. **Residency Requirement.** An applicant for an Urban Lot Split shall sign an affidavit stating that the applicant intends to occupy one of the housing units on the resulting lots as their principal residence for a minimum of three years from the date of the approval of the Urban Lot Split. No affidavit requirement shall apply to an applicant that is a "community land trust," as defined in Revenue and Taxation Code Section 402.1(a)(11)(C)(ii), or is a "qualified nonprofit corporation" as described in Revenue and Taxation Code Section 214.15.

11.50.060 Adverse Impacts

An application under this Chapter may be denied if the Building Official makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined and determined in Government Code Section 65589.5(d)(2), upon public health and safety for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

11.50.070 City Manager Authority

The City Manager, or their designee, shall have the authority to establish administrative policies and regulations that may be necessary to implement the provisions of this Chapter.

11.50.080 Project Review and Decision

A. **Completeness Review.** If the City cannot approve an application for either a Two-Unit Residential Development or an Urban Lot Split, the City shall provide a full set of written comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

B. **Timeline from Completeness.** An application for either a Two-Unit Residential Development or an Urban Lot Split shall be considered and approved or denied within 60 days from the date a completed application is received by the City.

C. **Automatic Approval.** If the City has not approved or denied the completed application within 60 days of its receipt of a completed application, the application shall be deemed approved.

Chapter 11.60: Streamlined Review and Objective Design Standards

Sections:

11.60.010 Purpose and Enabling Authority
11.60.020 Application of Mixed-Use and Multifamily Design Standards (MODS)
11.60.030 Projects Eligible for Streamlined Review
11.60.040 Applicability of Mixed-Use and Multifamily Objective Design Standards (MODS)
11.60.050 Expiration of Governing Regulations
11.60.060 Sustainability Design Standards Findings

11.60.010 Purpose and Enabling Authority

A. The purpose of this Chapter is to provide context for Chapters 11.61 through 11.69, and 11.80, which apply to specific types of mixed-use and multifamily residential projects that have been identified in the California Government Code to have specific processing and/or review requirements. Mixed-use and multifamily projects governed by Chapters 11.61 to 11.69, and 11.80, are subject to a streamlined review process in accordance with State Law.

B. Chapters 11.61 through 11.69, and 11.80, each address a particular use type, and the sections in each chapter identify the standards and requirements for the streamlined processing of applications for the use as well as eligibility requirements a project must meet to qualify for streamlined review. Many of the project applications are subject to ministerial approval as well.

11.60.020 Projects Eligible for Streamlined Review

The following Development Code Chapters are applicable to different types of projects that are eligible for streamlined review and subject to this Chapter:

11.61 Streamlined Review in Residential Zoning Districts

11.62 Streamlined Review in Non-Residential Zoning Districts

11.63 Transitional and Supportive Housing

11.64 Affordable Housing on Faith and Higher Education Lands

11.65 Adaptive Reuse: Conversion of Non-Residential Buildings to Residential Uses

11.66 Low-Barrier Navigation Centers

11.67 Emergency Shelters

11.68 Agricultural Employee Housing

11.69 Streamlined Review of Eligible Subdivisions

11.80 Residential Development in Non-Residential Areas

11.60.030 Submittal Requirements, Review Authority and Process

All development applications that seek state housing law relief and that fall under any streamlined review process identified in Part 11shall:

A. Submit all required application materials, forms, and fees as specified in Development Code Part 9 and Part 10, as applicable, except where it conflicts with the requirements of Part 11;

B. Be reviewed by the appropriate review authority established in Development Code Part 9 and Part 10, as applicable, except where it conflicts with the requirements of Part 11;

C. Conform to all objective Development Standards established in the underlying Zoning District and the Development Code, as applicable, except where it conflicts with the requirements of Part 11;

D. Conform to all objective Subdivision Standards established in Part 10, as applicable, except where it conflicts with the requirements of Part 11;

E. Conform to all objective City Design Standards and Guidelines, as applicable, except where it conflicts with the requirements of Part 11; and

F. Conform to all objective development and design standards of any Specific Plan, as applicable, except where it conflicts with the requirements of Part 11.

11.60.040 Applicability of Mixed-Use and Multifamily Objective Design Standards (MODS)

A. All multifamily and mixed-use residential development projects that contain more than 10 residential units, shall either:

1. Comply with all requirements of the MODS; or
2. Pursue an Alternative Design Plan.

a. The Alternative Design Plan would allow for a project to deviate from any objective design standard(s) of the MODS.

b. A project seeking an Alternative Design Plan shall enter into a Development Agreement with the City, as authorized by the City Council.

B. In the event that any objective standards are inconsistent amongst these documents, the objective general plan standards shall prevail, followed by the objective standards contained in an applicable specific plan, the subdivision ordinance, the zoning ordinance, the MODS, and any other City documents containing objective standards, in that order.

11.60.050 Expiration of Governing Regulations

Individual Chapters of Part 11 will remain in affect until Government Code Section(s) identified within each Chapter's Purpose and Enabling Authority are repealed; upon repeal of an identified corresponding Government Code Section, Chapter shall be of no further effect.

11.60.060 Sustainability Design Standards Findings

With respect to the standards contained within the Mixed-Use and Multifamily Objective Design Standards that are relevant to the City's Climate Action Plan strategies, as denotated with a grape leaf symbol within the document, the City of Livermore finds the standards are appropriate to protect public health and safety, promote environmental sustainability, and ensure the long-term resilience and livability of the community:

1. Purpose and Intent: The standards promote environmental sustainability, climate resiliency, and public safety. The standards are intended to reduce the urban heat island effect, mitigate wildfire risks, improve air quality, and enhance overall community well-being by incorporating climate-responsive strategies into site and building design.

2. Protection of Public Health and Safety: Expanding tree canopy, integrating sustainable landscaping practices, and requiring effective shade through natural and built elements reduce surface and ambient temperatures, which in turn decrease the risk of heat-related illnesses and improve thermal comfort. In addition, the use of fire-resistant building materials and defensible space design reduces the vulnerability of structures and residents to wildfires—a growing threat in Livermore and the greater Tri-Valley region. These measures directly support the health, safety, and welfare of the Livermore community.

3. Environmental Stewardship and Air Quality Improvement: Trees and vegetation provide critical environmental benefits by sequestering carbon dioxide, filtering air pollutants, reducing stormwater runoff, and increasing urban biodiversity. These benefits align with Livermore's environmental goals and contribute to regional air quality improvements, which are essential for protecting public health, particularly among sensitive populations such as children, seniors, and individuals with respiratory conditions.

4. Climate Resiliency: The standards support Livermore's efforts to prepare for the increasing frequency and severity of extreme heat events and wildfires. Proactive incorporation of cooling features, fire-resilient materials, and adaptive landscaping ensures that new development contributes to a more resilient built environment that can withstand climate-related stresses.

5. Community Livability and Equity: The standards contribute to a healthier, safer, and more livable city for all residents. By addressing urban heat, wildfire risk, and environmental quality, the standards support equitable access to a safe and comfortable environment, particularly for communities that are more vulnerable to climate impacts. Trees, landscaping, and shading result in tangible benefits such as reducing energy costs for households, enhancing neighborhood aesthetics, and increasing property values. These features contribute meaningfully to quality of life and promote a more equitable and visually cohesive built environment.

6. Consistency with City Plans and Policies: The standards are consistent with and advance key objectives in the Livermore General Plan, the Climate Action Plan, the

Hazard Mitigation Plan, and the Livermore Fire Code. They support the City's broader goals of sustainability, environmental stewardship, and hazard mitigation by embedding resiliency and health-promoting features into the development process.

Chapter 11.61: Streamlined Review in Residential Zoning Districts

Sections:

11.61.010 Purpose and Enabling Authority
11.61.020 Projects Eligible for Streamlined Review
11.61.030 Projects Not Eligible for Streamlined Review
11.61.040 Affordability Requirements
11.61.050 Applicability of Objective Criteria
11.61.060 Streamlining Provisions
11.61.070 Implementation
11.61.080 Expiration of Governing Regulations.

11.61.010 Purpose and Enabling Authority

A. The purpose of this Chapter is to summarize the requirements of Gov't Code § 65913.4 governing ministerial and streamlined approval of residential and mixed-use development projects in residential zoning districts, and to supplement these requirements with guidelines and procedures for processing applications under this law. Gov't Code § 65913.4 was originally added to the Government Code by SB 35 (2017), which has been subsequently amended.

B. The provisions of Gov't Code § 65913.4 apply in cities that are not meeting their Regional Housing Need Allocation (RHNA) goal for construction of either above-moderate income housing and/or housing for households below 80% area median income (AMI). Gov't Code § 65913.4 requires these local entities to streamline the approval of certain housing projects by providing a ministerial approval process, removing the requirement for CEQA analysis, and removing the requirement for discretionary entitlements. The provisions of this Chapter shall only apply during periods in which the California Department of Housing and Community Development (HCD) has determined the City is subject to Gov't Code § 65913.4 due to not meeting its RHNA goal for the applicable housing element cycle.

C. Streamlined and ministerial review will apply only if requested by the project applicant and the project meets eligibility criteria as set out in this Chapter and State law.

D. Ambiguities or gaps in this Chapter shall be resolved first by reference to Gov't Code § 65913.4. In the event of any conflict between Gov't Code § 65913.4 and this Chapter, Gov't Code § 65913.4 shall govern.

11.61.020 Projects Eligible for Streamlined Review

A residential or mixed-use project is eligible for streamlined and ministerial review if it meets all of the following criteria (Gov't Code § 65913.4(a)). The project must be:

A. **Unit Quantity**. Comprised of two residential units or more.

B. **Adjacent Use**. Located on a site where 75% of the perimeter adjoins parcels that are developed with any current or former residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses.

C. **Land Use Designation**. Located on a legal parcel that meets one of the following criteria:

1. Is zoned for residential use or residential mixed use.
2. Is designated in the General Plan for residential use or residential mixed use.

D. **Residential Proportion**. At least two-thirds of the square footage of the project is designated for residential use. Additional density, floor area, and units, and any other concession, incentive, or waiver of development standards granted pursuant to Chapter 11.40 and Gov't Code § 65915, both governing Density Bonus, shall be included in the square footage calculation. The square footage of the project shall not include underground space, such as basements or underground parking garages.

E. **Objective Design Standards**. Consistent with the City's Mixed-Use and Multifamily Objective Design Standards in effect at the time a Notice of Intent was submitted for the project. Any additional density or any concessions, incentives, or waivers of development standards granted pursuant to Density Bonus Chapter 11.40 and Gov't Code § 65915, are excluded from this consistency requirement.

F. **Labor Requirements**. Consistent with contractor, wage and labor requirements, as further detailed in Gov't Code § 65913.4(a)(8) unless the project is both ten or fewer units and not a public work (Gov't Code § 65913.4(a)(9)). A project that is 100% affordable to households earning 80% AMI or lower is exempt from the skilled and trained workforce provisions of Gov't Code § 65913.4(a)(8).

G. **Tribal Consultation**. Consistent with one of the following:

1. Consultation Decline. A California Native American tribe that received a formal notice of the applicant's notice of intent to submit an application pursuant to the scoping process set out in Section 11.61.040 did not accept the invitation to engage in a scoping consultation.
2. Non Responsive. The California Native American tribe accepted an invitation to engage in a scoping consultation but substantially failed to engage in the scoping consultation after repeated documented attempts by the City to engage the California Native American tribe.
3. No Impact. The parties to a scoping consultation find that no potential tribal cultural resource will be affected by the proposed project.

4. Mitigated Impact. A scoping consultation between a California Native American tribe and the local government has occurred, the parties find that a potential tribal cultural resource could be affected by the proposed project and an enforceable agreement is documented between the California Native American tribe and the local government on methods, measures, and conditions for tribal cultural resource treatment.

11.61.030 Projects Not Eligible for Streamlined Review

A project is not eligible for streamlined and ministerial review if any of the following apply:

A. **Sensitive Lands**. It is located on property that is prime farmland, wetlands, a high fire hazard severity zone, a delineated earthquake fault zone, a flood plain, a floodway, a hazardous waste site, a community conservation plan area, a habitat for protected species, or under a conservation easement, each as further qualified and defined in Gov't Code § 65913.4(a)(6).

B. **Demolition**. It would involve the demolition of existing affordable housing, housing occupied by tenants within the past ten years, or a historic structure, as further detailed in Gov't Code § 65913.4(a)(7).

C. **Mobile Homes**. It is on a site governed by the Mobilehome Residency Law, the Recreational Vehicle Park Occupancy Law, the Mobilehome Parks Act, or the Special Occupancy Parks Act.

D. **Tribal Consultation**. After concluding the scoping consultation set out in subsection (G) above, the parties do not agree as to whether a potential tribal cultural resource will be affected by the proposed project or the parties find that a potential tribal cultural resource could be affected by the proposed project and an enforceable agreement is not documented between the California Native American tribe and the local government regarding methods, measures, and conditions for tribal cultural resource treatment.

E. **Tribal Resource**. There is a tribal cultural resource that is on a national, state, tribal, or local historic register list located on the site of the project.

11.61.040 Affordability Requirements

A. **Annual Change**. The affordability criteria for projects that are eligible for streamlined and ministerial review change annually based on the City's annual progress toward meeting its above moderate-income RHNA, progress towards meeting its lower-income RHNA, and its timely submittal of its latest annual Housing Element Annual Progress Report to HCD.

B. **State Consultation**. The City intends to annually consult the State Department of Housing and Community Development to determine which affordability criteria are in effect for the City and what percentage of units at specified income levels a project must provide in order to meet eligibility requirements for streamlined processing.

C. **Rental Projects**. The affordability criteria for for-rent and for-sale projects may be different.

D. **Deed Restrictions**. Projects approved under this Chapter shall be subject to a deed restriction ensuring that units will remain affordable for no less than:

1. Fifty-five (55) years for rental units; or
2. Forty-five (45) years for ownership units.

E. **Affordability Levels**. Required affordability levels shall be as follows:

1. Low and Very Low. If the City's latest Annual Progress Report to HCD reflects that there were fewer units of housing issued building permits affordable to either very low income or low-income households by income category than were required for the regional housing needs assessment cycle for that reporting period, the project must dedicate 50 percent of the total number of units, before calculating any density bonus, to housing affordable to households making at or below 80 percent of the area median income.
2. Above Moderate, Low, Very Low. If the City did not submit its latest Annual Progress Report to HCD to the Department of Housing and Community Development by the time period required by Gov't Code § 65400, or if the production report reflects that there were fewer units of housing affordable to above moderate-income households or to either very low income or low-income households that were issued building permits than were required for the regional housing needs assessment cycle for that reporting period, the project seeking approval must include either the number and income level of units required under subsection (1) above or one of the following:
    a. Rental Projects. The project must dedicate a minimum of 10 percent of the total number of units, before calculating any density bonus, to housing that is affordable to households making at or below 50 percent of the area median income.
    b. For Sale Projects. The project must dedicate a minimum of 10 percent of the total number of units, before calculating any density bonus, to housing affordable to households making at or below 80 percent of the area median income.
    c. For Sale or Rental Projects. The project must dedicate 20 percent of the total number of units, before calculating any density bonus, to housing affordable to households making below 100 percent of the area median income with the average income of the units at or below 80 percent of the area median income. In order to comply with this subclause, the rent or sale price charged for units that are dedicated to housing affordable to households between 80 percent and 100 percent of the area median income shall not exceed 30 percent of the gross income of the household.
3. Whenever the inclusionary requirement results in an odd number of units, the majority of units shall be provided as low-income. Whenever

the number of units result in a fraction of a unit greater than 0.5, the requirement shall be rounded up to the nearest whole unit. Whenever the number of units results in a fraction of a unit less than or equal to 0.5, the requirement shall be rounded down to the nearest whole unit.

11.61.050 Applicability of Objective Criteria

The project shall comply with:

A. **Development Standards**. The objective development standards of the applicable zoning district in effect at the time that a Notice of Intent is submitted for the project.

B. **Design Standards**. The Mixed-Use and Multifamily Objective Design Standards in effect at the time that a Notice of Intent is submitted for the project.

C. **Other Standards**. Objective criteria of the General Plan, any applicable specific plan, relevant sections of the Development Code, or any other Municipal Code section that applies to the project.

11.61.060 Streamlining Provisions

If the Community Development Director determines that a project application submitted pursuant to this section is consistent with the eligibility requirements in Section 11.61.020, the affordability requirements in Section 11.61.040 (as applicable), and the objective criteria identified in Section 11.61.050, the Director shall ministerially approve the project, subject to the following:

A. **Parking Reductions.** The following reduced parking standards shall be applied, as required by Gov't Code § 65913.4(e):

1. The City shall not impose parking standards for any project determined to be eligible under this chapter if any of the following apply to the project:

   a. The project is located within one-half mile of public transit.

   b. The project is located within an architecturally and historically significant historic district.

   c. When on-street parking permits are required but not offered to the occupants of the project.

   d. When there is a car share vehicle located within one block of the project.

2. If none of the above conditions exist, the project shall provide one parking space per unit.

B. **Reduced Review Timeline.** The following reduced review times shall be applied:

Project size	Completeness Determination (Gov't Code § 65943(a))	Determination of Consistency (Gov't Code § 65913.4(c))	Project Approval (Gov't Code § 65913.4(d))
150 units or less	30 days from submittal of application	60 days from submittal of application	90 days from submittal of application
More than 150 units	30 days from submittal of application	90 days from submittal of application	180 days from submittal of application

C. **CEQA.** The development project shall not be subject to CEQA review.

11.61.070 Implementation

A. **Tribal Consultation.** The City and applicant shall comply with the procedural requirements of Gov't Code § 65913.4(b)(1) regarding tribal consultation.

B. **Determination of Inconsistency**. Upon a determination that a project application submitted pursuant to this section is in conflict with any of the eligibility requirements in Section 11.61.030, the Mixed-Use and Multifamily Objective Design Standards, and other applicable objective criteria, the City shall provide the applicant written documentation of which standard or standards the project conflicts with, and an explanation for the reason or reasons the development conflicts with that standard or standards in the timelines noted in Section 11.61.060(B). (Gov't Code § 65913.4(c)).

C. **Expiration of Approval**.

1. Project approval expires after three years from the date of the final action establishing approval unless construction activity has commenced on the site (including grading and demolition) and the site permit for the project has been issued. The City may grant a one-time, one-year extension if there has been significant progress towards getting the project construction ready (Gov't Code § 65913.4(g)(2)).

2. Project approval does not expire if a project receives public investment other than tax credits and provides at least 50% of the units at 80% AMI or below (Gov't Code § 65913.4(g)(1)).

D. **Modification of Approval**. An applicant may request a modification to a project that has been approved under the streamlined, ministerial approval process if that request is submitted to the City before the issuance of the final building permit required for construction of the project. The City's consideration of such modification request shall be governed by Gov't Code § 65913.4(h).

11.61.080 Expiration of Governing Regulations.

Gov't Code § 65913.4 will remain in effect until January 1, 2036 and after that time is repealed. This Chapter will remain in effect until the repeal of Gov't

Code § 65913.4; upon repeal of that section this Chapter shall be of no further effect.

1871628.1

Chapter 11.62: Streamlined Review in Non-Residential Zoning Districts

Sections:

11.62.010 Purpose and Enabling Authority
11.62.020 Site and Location Criteria for All Projects
11.62.030 Design and Development Standards for All Projects
11.62.040 Site and Development Criteria for 100% Affordable Projects
11.62.050 Site and Development Criteria for Mixed-Income Projects
11.62.060 Affordability Criteria for Mixed-Income Projects
11.62.070 Development Application Processing, Review, and Timeline for All Projects
11.62.080 Expiration of Governing Regulations.

11.62.010 Purpose and Enabling Authority

A. The purpose of this Chapter is to summarize the requirements of Gov't Code § 65912.100 through § 65912.130 governing ministerial and streamlined approval of residential and mixed-use development projects in non-residential zoning districts, and to supplement these requirements with guidelines and procedures for processing applications under this law. Gov't Code § 65912.100 through § 65912.130 were added to the Government Code by AB 2011 (2022).

B. Ambiguities or gaps in this Chapter shall be resolved first by reference to Gov't Code § 65912.100 through § 65912.130. In the event of any conflict between Gov't Code § 65912.100 through § 65912.130 and this Chapter, Gov't Code § 65912.100 through § 65912.130 shall govern.

11.62.020 Site and Location Criteria for All Projects

To be eligible for streamlined and ministerial review, the housing development project must meet all of the requirements in this section (Gov't Code §§ 65912.110 and 65912.111) <u>and</u> meet the standards of either subsection 11.62.040 (100% affordable development project) <u>or</u> 11.62.050 (mixed-income development project):

A. **Location**. Located on one or more legal parcels and in a zone where office, retail, or parking are a principally permitted use.

B. **Surrounding Parcels**. Located on a site where 75% of the perimeter adjoins parcels that are developed with urban uses. For purposes of this subdivision, parcels only separated by a street, pedestrian path, or bicycle path shall be considered to be adjoined;

C. **Neighborhood Plan**. For a site within a neighborhood plan area, the neighborhood plan applicable to the site permits multifamily housing development on the site.

D. **Land Types**. The site shall not be any of the following:

1. Sensitive Lands. Located on property that is prime farmland, wetlands, a high fire hazard severity zone, a delineated earthquake fault zone, a flood plain, a floodway, a hazardous waste site, a community conservation plan area, a habitat for protected species, or under a conservation easement, each as further qualified and defined in Gov't Code § 65913.4(a)(6).

2. Industrial Lands. Located on a site or adjoined to any site in which 1/3 of the uses or more are dedicated to industrial use, meaning that either:

   a. the current use is industrial, or

   b. the most recently permitted use of the square footage is an industrial use and the site has been occupied within the past three years, or

   c. the site was designated for industrial use by the current General Plan before January 1, 2022, and residential uses are not principally permitted on the site.

   For purposes of this subdivision, parcels only separated by a street shall be considered to be adjoined.

3. Historic Structure. On a site where the development would require the demolition of a historic structure that was placed on a national, state, or local historic register.

4. Mobile Homes. On a site governed by the Mobile home Residency Law, the Recreational Vehicle Park Occupancy Law, the Mobile home Parks Act, or the Special Occupancy Parks Act.

5. Cultural Resources. Vacant and containing tribal cultural resources, as defined by Public Resources Code § 21074, that could be affected by the development that were found pursuant to a consultation as described by the Public Resources Code § 21080.3.1 and the effects of which cannot be mitigated pursuant to the process described in Public Resources Code § 21080.3.2.

E. **Mixed Use Projects**

1. For mixed-use developments consisting of residential and nonresidential retail commercial or office uses, at least two-thirds of the square footage of the new construction associated with the project shall be designated for residential use.

2. None of the square footage of any such development shall be designated for hotel, motel, bed and breakfast inn, or other transient lodging use, except for a residential hotel.

3. If the project is 500 net new residential units, the two-thirds residential requirement does not apply.

11.62.030 Design and Development Standards for All Projects

A. **Objective Standards**. All housing development projects eligible for ministerial and streamlined approval under this Chapter shall be consistent with the City's Mixed Use and Multifamily Objective Design Standards in effect at the time that an application is submitted.

B. **Density Bonus**. The housing development project shall be eligible for a density bonus, incentives or concessions, waivers or reductions of development standards, objective design standards, and parking ratios pursuant to Gov't Code § 65915, except that the development project shall not use a concession to reduce the requirement for the provision of ground floor retail if required by this Chapter (Gov't Code § 65912.124 (f)).

C. **Indoor Air Quality**. For any housing on the site located within 500 feet of a freeway, all of the following shall apply:

1. The building shall have a centralized heating, ventilation, and air-conditioning system.
2. The outdoor air intakes for the heating, ventilation, and air-conditioning system shall face away from the freeway.
3. The building shall provide air filtration media for outside and return air that provide a minimum efficiency reporting value of 16.
4. The air filtration media shall be replaced at the manufacturer's designated interval.
5. The building shall not have any balconies facing the freeway.

D. **Proximity to Hazardous Uses**. No housing on the site shall be located within 3,200 feet of a facility that actively extracts or refines oil or natural gas.

E. **Open Space**. No common open space shall be required beyond the existing amount already on site for a project that is converting an existing non-residential building to a residential building.

F. **Phase I ESA**. The housing development project must complete a Phase 1 Environmental Assessment (ESA), as defined in Health and Safety Code § 78090 and address any findings (Gov't Code § 65912.114(k) and § 65912.124(k)).

1. If a recognized environmental condition is found, the development project proponent shall undertake a preliminary endangerment assessment, as defined in Health and Safety Code § 78095, prepared by an environmental assessor to determine the existence of any release of a hazardous substance on the site and to determine the potential for exposure of future occupants to significant health hazards from any nearby property or activity.
2. If a release of a hazardous substance is found to exist on the site, the release shall be removed, or any significant effects of the release shall be

mitigated to a level of insignificance in compliance with current state and federal requirements, prior to Certificate of Occupancy.

3. If a potential for exposure to significant hazards from surrounding properties or activities is found to exist, the effects of the potential exposure shall be mitigated to a level of insignificance in compliance with current state and federal requirements, prior to Certificate of Occupancy.

11.62.040 Site and Development Criteria for 100% Affordable Projects

To be eligible for streamlined and ministerial review, a 100% affordable housing development project must meet the following requirements (Gov't Code § 65912.112 through § 65912.114) and the site requirements of Section 11.62.030 (Site and Location Criteria for All Projects):

A. **Multifamily Development**. Shall be a multifamily housing development project.

B. **Affordability Requirements**.

1. Income Level. All new units created by the housing development project shall be dedicated to lower income households at an affordable cost, as defined by Health and Safety Code § 50052.5, or an affordable rent set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee, with the exception of manager's units.

2. Deed Restriction. All new units created by the housing development project shall be subject to a deed restriction ensuring that all housing units will meet the requirement of subsection (B)(1) above for no less than:

a. Fifty-five (55) years for rental units; or

b. Forty-five (45) years for ownership units.

C. **Density.** Shall be developed at a density of at least 30 units/acre.

D. **Applicable Zoning Standards.**

1. Shall be consistent with the applicable objective zoning, subdivision, and development standards for the zone that allows residential use at a greater density between the following:

a. Existing Zoning. The existing zoning designation for the parcel at the time the development project application is submitted pursuant to this chapter, if existing zoning allows multifamily residential use; or

b. Most Applicable Zoning. The Zoning standards of another parcel within a residential General Plan designation that most closely matches the project's proposed density. (Gov't Code § 65912.113(e)).

2. Density Exception. No objective standards shall preclude a development from being built at the residential density required pursuant to subsection (C) and no standard shall require the development to reduce unit size to meet the objective standards.

E. **Labor Standards.** Shall be compliant with the labor standards identified in Gov't Code § 65912.130, including, but not limited to, meeting certain requirements for construction worker employment, prevailing wages, among others.

11.62.050 Site and Development Criteria for Mixed-Income Projects

To be eligible for streamlined and ministerial review, a mixed-income housing development project shall meet the following requirements (Gov't Code § 65912.121 through § 65912.124) and the site requirements of Section 11.62.030 (Site and Location Criteria for All Projects):

A. **Multifamily Development**. Shall be a multifamily housing development project.

B. **Location**. Shall be:

1. Commercial Corridor. Located on a site that abuts a commercial corridor and has a frontage along the commercial corridor of a minimum of 50 feet;

2. Site Size. Located on a site not greater than 20 acres, unless the site is a regional mall, in which case the site is not greater than 100 acres;

3. Existing Dwellings. Not located on a site containing one to four dwelling units;

4. Vacant Single-Family Residential Land. Not located on site that is vacant and zoned for housing but not for multifamily residential use; and

5. Demolition. Not located on a site that would involve the demolition of existing affordable housing, housing occupied by tenants within the past ten years, or a historic structure, as further detailed in Gov't Code § 65912.121(h).

C. **Density**.

1. Allowable residential density shall be the greater of the following (Gov't Code § 65912.123(b)):

a. The maximum residential density allowed on the parcel by the applicable zoning designation; or

b. For a site of less than one acre in size, 30 units per acre;

c. For a site of one acre in size or greater located on a commercial corridor of less than 100 feet in width, 40 units per acre; or

d. For a site of one acre in size or greater located on a commercial corridor of 100 feet in width or greater, 60 units per acre; or

e. Notwithstanding subsection (b), (c), or (d), for sites within a very low vehicle travel area or within one-half mile of a major transit stop, 80 units per acre.

2. For a housing development project application that has been determined to be consistent with the objective planning standards specified in this Chapter, before January 1, 2027, the development project shall be developed at a density that is either:

a. 50 percent or greater of the applicable allowable residential density contained in section 1(b) through 1(e) above; or

b. For a site within one-half mile of an existing passenger rail or bus rapid transit station, 75 percent or greater of the applicable allowable residential density contained in section 1(b) through 1(e) above

D. **Height**. Meet the greater of the following height limits (Gov't Code § 65912.123(c)):

1. The height allowed on the parcel by the applicable zoning designation; or

2. For a site on a commercial corridor of less than 100 feet in width: 35 feet; or

3. For a site on a commercial corridor of 100 feet in width or greater: 45 feet.

E. **Commercial Uses Required**. At least one half (50%) of the ground floor square footage of the housing development project shall be designated for commercial use (Gov't Code § 65912.123(j))

F. **Setbacks**. Shall comply with the following setback requirements (Gov't Code § 65912.123(d)):

1. For the portion of the property that fronts a commercial corridor:

a. Front Minimum: None

b. Ground Floor Front Maximum: 10 feet for at least 80 percent of the frontage.

c. Parking Front Minimum: 25 feet

d. Side: None for adjacent properties that front the Commercial Corridor

2. Front, Side, Rear Setback Adjacent to a Residential Use.

a. Ground Floor Minimum: 10 feet.

b. Upper Floor Minimum: Starting with the second floor of the property, each subsequent floor of the project shall be stepped back in an amount equal to seven feet multiplied by the floor number. For purposes of this paragraph, the ground floor counts as the first floor.

3. All Other Areas. Front, side, rear setbacks are a minimum of 15 feet.

G. **Parking**. No parking, including replacement parking, is required for a housing development project under this Chapter, except that any requirement of the Code or state or federal law imposed on a new multifamily residential, mixed-use, or non-residential development project to provide bicycle parking, electric vehicle supply equipment installed parking spaces, or parking spaces that are accessible to persons with disabilities that would have otherwise applied to the development continue to apply (Gov't Code § 65912.123(e)).

H. **Applicable Zoning Standards.** Other than the provisions listed in this Section, the housing development project shall be consistent with the applicable objective zoning, subdivision, and design review standards for:

1. The most applicable zoning district that allows multifamily residential use at the residential density determined pursuant to subsection (C); or

2. If no zoning district exists that allows the residential density determined pursuant to subsection (C), the applicable objective standards shall be those for the zoning district that allows the greatest density. (Gov't Code § 65912.123(j)).

I. **Labor Standards**. The project must be compliant with the labor standards identified in Gov't Code § 65912.130, including, but not limited to, meeting certain requirements for construction worker employment, prevailing wages, among others.

11.62.060 Affordability Criteria for Mixed-Income Projects

To be eligible for streamlined and ministerial review, a mixed-income housing development project must meet the following affordability criteria (Gov't Code § 65912.122):

A. **Rental Housing**. Rental housing development project shall include either (1) or (2), except as modified by subsection (E) below:

1. Eight percent of the base quantity units for very low income households and five percent of the units for extremely low income households; or

2. Fifteen percent of the base quantity units for lower income households.

B. **Rental Deed Restriction**. All new housing units created by the project will be subject to a deed restriction ensuring they will meet the above affordability requirements for no less than fifty-five years. Rents shall be set at an affordable rent, as defined in Health and Safety Code § 50043.

C. **Owner-Occupied Housing**. Owner-occupied housing development project shall include either (1) or (2) except as modified by subsection (E) below:

1. Thirty percent of the base quantity units must be offered at an affordable housing cost, as defined in Health and Safety Code § 50052.5, to moderate-income households; or

2. Fifteen percent of the base quantity units must be offered at an affordable housing cost, as defined in Health and Safety Code § 50052.5, to lower income households.

D. **Owner-Occupied Deed Restriction**. All new ownership housing units created by the project will be subject to a deed restriction ensuring they will meet the above affordability requirements for no less than forty-five years.

E. **Inclusionary Ordinance Requirement**. The mixed-income housing development project shall comply with all of the following:

1. Affordability Percentage. If Chapter 11.70 would require a higher percentage of affordable units than any part of this Section, Chapter 11.70 shall control.

2. Income Level. If Chapter 11.70 requires a project to provide units at lower income levels than any part of this Section, Chapter 11.70 shall control.

3. Rental Housing. For a rental housing project, if Chapter 11.70 (Inclusionary Ordinance) requires greater than fifteen percent of the units to be dedicated for lower income households and does not require the inclusion of units affordable to very low and extremely low income households, then the development project shall do both of the following:

a. Allocate eight percent of the base units for very low income households and five percent of the units for extremely low income households; and

b. The City's Inclusionary requirement for Lower Income households listed in Chapter 11.70 shall be reduced by fifteen percent.

F. **Comparability**. Affordable units in the mixed-income housing development project shall have the same bedroom and bathroom count ratio as the market rate units, be equitably distributed within the development project, and have the same type or quality of appliances, fixtures, and finishes.

11.62.070 Development Application Processing, Review, and Timeline for All Projects

A. **Review Authority**. If the Community Development Director determines that a housing development project application submitted pursuant to this section is consistent with the requirements in Sections 11.62.030 to 11.62.070, the Director shall approve the development project. Upon a determination that a development project application submitted pursuant to this section is inconsistent with applicable standards, the City shall provide the applicant written documentation of which criteria, standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that standard or standards in the timelines noted (Gov't Code § 65912.114(a) and § 65912.124(a)

B. **Timeline for Review**. Development project review is subject to following deadlines (Gov't Code § 65912.114 and § 65912.124):

Project size	Completeness Determination	Consistency Determination	Project Approval
150 units or less	30 days from submittal	60 days from submittal (or within 30 days of resubmittal to address written feedback)	60 days from consistency determination
More than 150 units	30 days from submittal	90 days from submittal (or within 30 days of resubmittal to address written feedback)	90 days from consistency determination

C. **CEQA.** The development project shall not be subject to CEQA review.

D. **Notice to Tenants.** The applicant shall provide written notice of the pending application to each commercial tenant on the parcel when the application is submitted and shall provide relocation assistance to each eligible commercial tenant located on the site in accordance with Gov't Code § 65912.123(h).

E. **Expiration of Approval.** Approvals pursuant to this Chapter shall be subject to the expiration timeframes set out in Gov't Code § 65912.114(l) for development projects under Section 11.62.040 and Gov't Code § 65912.124(l) for development projects under Section 11.62.050.

F. **Modifications.** Any proposed modifications to a development project approved pursuant to this section shall be undertaken pursuant to Gov't Code § 65913.4(g).

11.62.080 Expiration of Governing Regulations.

Gov't Code § 65912.100 through § 65912.130 will remain in effect until January 1, 2033, and after that time are repealed. This Chapter will remain in effect until the repeal of § 65912.100 through § 65912.130; upon repeal of those sections this Chapter shall be of no further effect.

1868742.1

Chapter 11.63: Transitional and Supportive Housing

Sections:

11.63.010 Purpose and Enabling Authority
11.63.020 Development and Performance Standards
11.63.030 Planning Review Timeline and Approval
11.63.040 Administrative Policies and Regulations.
11.63.050 Fees.

11.63.010 Purpose and Enabling Authority

A. The purpose of this Chapter is to summarize the requirements of Gov't Code §§ 65650 through 65656 governing the establishment of transitional and supportive housing facilities, and to supplement these requirements with guidelines and procedures for processing applications under this law. Gov't Code §§ 65650 through 65656 were added to the Government Code by AB 2162 (2018).

B. Ambiguities or gaps in this Chapter shall be resolved first by reference to Gov't Code §§ 65650 through 65656. In the event of any conflict between Gov't Code and this Chapter, Gov't Code §§ 65650 through 65656 shall govern.

C. Transitional and Supportive Housing developments shall mean buildings configured as rental housing developments that are linked to onsite or offsite services that assist the target population in retaining housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. Such developments are operated under housing program requirements and include Tiny Home projects. Transitional Housing requires recirculation, while Supportive Housing may be indefinite.

11.63.020 Development and Performance Standards

A Transitional and Supportive Housing project that meets all of the criteria below shall be approved ministerially and without discretionary review or a public hearing.

A. **Size.** The project shall consist of no more than 50 housing units.

B. **Location**. Transitional and Supportive Housing are a permitted use in all zoning districts identified in Housing Element Table 3-5 and Table 3-6.

C. **Affordability.** All of the proposed residential units in the project, excluding the manager's unit(s), must be dedicated as affordable to lower-income households, as defined in Health and Safety Code § 50079.5 at 80% AMI or below for a period of at least 55 years pursuant to a recorded restriction, and the units are or will be receiving public funding to ensure affordability of the housing to lower income Californians (Gov't Code § 65651(a)(2)).

D. **Housing Use**. At least 25 percent of the units in the project or 12 units, whichever is greater, shall be restricted to residents in transitional and supportive housing who meet criteria of the target population. If the

development consists of fewer than 12 units, then 100 percent of the units, excluding managers' units, in the development shall be restricted to residents in transitional and supportive housing (Gov't Code § 65651(a)(3) and (c)).

E. **Supportive Services Area and Type**. For projects with 20 units or fewer, at least 90 square feet of nonresidential space must be dedicated to supportive services. For projects with more than 20 units at least 3 percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens.

F. **Amenities.** Units within the project, excluding managers' units, must include at least one full bathroom and a kitchen or other cooking facilities, including, at minimum, a stovetop, a sink, and a refrigerator.

G. **Replacement of Existing Units.** If the project proposes onsite demolition of existing dwelling units, any existing dwelling units on the site of the project shall be replaced with at least the same number of units of equivalent size in the project, and shall be made available to lower income households in the manner described in Gov't Code § 65915(c)(3).

H. **Consistent with Objective Standards.** The project must be consistent with the City's Mixed Use and Multifamily Objective Design Standards in effect at the time that the application was filed. Any additional density or any concessions, incentives, or waivers of development standards granted pursuant to Density Bonus Chapter 11.40 and Gov't Code § 65915, are excluded from this consistency requirement.

I. **Parking Requirement.** If the project is located within one-half mile of a public transit stop, there are no minimum parking requirements for the units occupied by transitional and supportive housing residents. If the project is located more than one-half mile from a Public Transit Stop, the project is subject to parking requirements in the applicable zoning district.

J. **Density Bonus.** This Chapter shall not preclude or limit the ability of a developer to seek a density bonus, including any concessions, incentives, or waivers of development standards from the City pursuant to Chapter 11.40 or any State program that offers additional density or other development bonuses when affordable housing is provided.

K. **Supportive Services Plan.** The project shall submit a Supportive Services Plan that provides the following (Gov't Code § 65652):

1. Description of Services. The type of Supportive Services that will be provided to residents.
2. Floor Plan. The onsite location and size of each services space.
3. Name and Address The name and address of the proposed entity or entities that will provide supportive services.

4. Funding Sources. The proposed funding source or sources for the provided onsite supportive services.

5. Staffing. Proposed staffing levels.

6. Hours of Operation. The times in which services will be provided.

L. **Recirculation Requirement**. All units shall be recirculated if required by housing program requirements, as determined by the Director.

11.63.030 Planning Review Approval and Timeline

A. **Ministerial Zoning Review**. The Director shall ministerially approve all Transitional and Supportive Housing projects that meet: 1) all Development and Performance Standards listed in Section 11.63.020; and 2) all objective Development Standards of the underlying zoning district. All Transitional and Supportive Housing applications shall require the following land use entitlements:

1. Zoning Clearance. To authorize the Transitional and Supportive Housing land use, as allowed by this Chapter; and

2. Site Plan Design Review. To authorize the architecture, landscape, and site design.

B. **CEQA.** The project shall not be subject to CEQA review.

C. **Completeness Review Timeline**. The Community Development Director shall determine if the project application is complete and eligible for streamlined and ministerial review within 30 days of application submittal.

D. **Approval Timeline.** If determined to be a complete application for an eligible project, the Community Development Director shall approve the project if it complies with the applicable requirements of this Chapter within 60 days of a completeness determination, or 120 days if the project exceeds 50 units.

11.63.040 Administrative Policies and Regulations. The Director, or their designee, shall have the authority to establish administrative policies and regulations that may be necessary to implement the provisions of this Chapter.

11.63.050 Fees. The City Council may establish by Resolution a non-refundable permit fee to cover the permit review costs incurred within the Section.

1868778.1

Chapter 11.64: Affordable Housing on Faith and Higher Education Lands

Sections:

11.64.010 Purpose and Enabling Authority
11.64.020 Eligibility Criteria
11.64.030 Project Requirements
11.64.040 Project Review and Timeline
11.64.050 Expiration of Governing Regulations

11.64.010 Purpose and Enabling Authority

A. The purpose of this Chapter is to summarize the requirements of Gov't Code § 65913.16 governing the development of affordable housing on sites owned either by an independent institution of higher education or a religious institution, and to supplement these requirements with guidelines and procedures for processing applications under this law. Gov't Code § 65913.16 was added to the Government Code by SB 4 (2023).

B. Gov't. Code § 65913.16(b) provides a ministerial approval process for 100% affordable projects located on land that is both currently, and was, on or before January 1, 2024, owned by an independent institution of higher education or a religious institution. This is a voluntary program that a project sponsor may elect to pursue if the criteria in this Chapter and Gov't Code § 65913.16 are met.

C. Ambiguities or gaps in this Chapter shall be resolved first by reference to Gov't Code § 65913.16. In the event of any conflict between Gov't Code § 65913.16 and this Chapter, Gov't Code § 65913.16 shall govern.

11.64.020 Eligibility Criteria

A project that meets all of the eligibility criteria in this section and the project requirements in Section 11.64.030 shall be approved ministerially and without discretionary review or a public hearing.

A. **Land Ownership**. The project shall be located on land that is both currently, and was, on or before January 1, 2024, owned by an independent institution of higher education or a religious institution. This includes ownership through an affiliated or associated nonprofit public benefit corporation organized pursuant to the Nonprofit Corporation Law (Part 2 (commencing with § 5110) of Division 2 of Title 1 of the Corporations Code).

B. **Location**. The project shall not be located on prime farmland, wetlands, a high fire hazard severity zone, a delineated earthquake fault zone, a flood plain, a floodway a community conservation plan area, a habitat for protected species, or under a conservation easement, all as defined in Gov't Code § 65913.4(a)(6).

C. **Hazardous Waste Site.** The project shall not be on property that is classified as a hazardous waste site as defined under Gov't Code § 65912.111(e), unless the project sponsor has secured a letter or other determination from the State Department of Public Health, State Water Resources Control Board, or the Department of Toxic Substance Control stating that the site is suitable for residential uses.

D. **No Demolition of Specified Residential Units or Historic Buildings.**

1. Demolished Housing. The project shall not be located on a site which was previously used for housing that was occupied by tenants that was demolished within 10 years before the project proponent applies for approval under this chapter.

2. Occupied Housing. The project shall not demolish any of the following types of housing:

   a. Units that have been occupied by tenants in the last 10 years.

   b. Units subject to any form of rent or price control, or units subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low incomes.

3. Historic Structures. The project may not cause the demolition of historic structures that are on a national, state, or local historic register.

E. **Proximity to Industrial Uses.** The project shall meet all of the following criteria:

1. Light Industrial. A project shall not be adjacent to a site in which more than 1/3 of the square footage is dedicated to light industrial use, meaning that the current use is light industrial use, has been most recently permitted as light industrial use, or the site was designated for industrial use by the current General Plan before January 1, 2022 .

2. Heavy Industrial. A project site shall not be located within 1,200 feet of an existing heavy industrial use, or a site that has been most recently permitted as a heavy industrial use.

3. Title V Industrial. A project site shall not be located within 1,600 feet of an existing Title V industrial use, or a site that was most recently permitted as a Title V industrial use.

4. Oil and Natural Gas. If a project site does not permit multifamily uses, then the project shall not be located within 3,200 feet of a facility that actively extracts or refines oil or natural gas.

F. **Tribal Resources.** The project shall not be located on a vacant site, that contains tribal cultural resources, as defined in Public Resources Code § 21074, that could be affected by the development that were found pursuant to a consultation as described in Public Resources Code § 1080.3.1, and the effects of

which cannot be mitigated pursuant to the process described in Public Resources Code § 21080.3.2.

11.64.030 Project Requirements

To be subject to the ministerial process set out in this Chapter, a project shall meet the following requirements.

A. **Use.**

1. Required Uses. The project shall consist of one or more of the following:

   a. Residential. Two or more residential units.

   b. Mixed-Use. Mixed-use developments consisting of residential and nonresidential uses with at least two-thirds of the square footage designated for residential use.

   c. Special Housing. Transitional Housing or Supportive Housing.

   d. Religious Institution. Any religious institutional use, or any use that was previously existing and legally permitted by the City on the site, is allowed in combination with a residential use on the project site if all of the following criteria are met:

      i Nonresidential Space. The total square footage of nonresidential space on the site does not exceed the amount previously existing or permitted in a Conditional Use Permit.

      ii Parking. The total parking requirement for nonresidential space on the site does not exceed the lesser of the amount existing or of the amount required by a Conditional Use Permit.

      iii Conditional Use Permit. The new uses abide by the same operational conditions as contained in a previously-approved Conditional Use Permit.

2. Other Permitted Uses. In addition to the uses listed immediately above, the project may also include, on the ground floor only:

   a. Social Services. In zoning districts that allow single-family residential uses, childcare centers and facilities operated by community-based organizations for the provision of recreational, social, or educational services for use by the residents of the project and members of the local community in which the project is located.

   b. Commercial. In zoning districts that do not allow single-family residential uses, commercial uses that are permitted in that zone without a conditional use permit or planned unit development permit.

B. **Affordability**.

1. Income Level. 100 percent of the total residential units, excluding manager's unit(s), shall be for lower income households, as defined by Health and Safety Code § 50079.5, except that:

    a. Moderate-Income. Up to 20 percent of the total units in the development may be for moderate-income households, as defined in Health and Safety Code § 50053, and

    b. Institution Staff. 5 percent of the units may be for staff of the independent institution of higher education or religious institution that owns the land.

2. Deed Restriction. All affordable units shall be subject to a recorded deed restriction of 55 years for rental units (unless other applicable binding requirements impose a longer term), and 45 years for for-sale units.

C. **Replacement Units**. If a project requires the demolition of residential units or is located on a site where residential units have been demolished within the past five years, the project sponsor shall comply with Gov't Code § 65913.16(c)(11).

D. **Density**.

1. Single Family Residential and Commercial Districts. In Single Family and/or Commercial Zoning Districts, the project shall have a density of 30 units per acre or less, except that if the General Plan designation or underlying zoning allows for a higher residential density on the project site or a site adjacent to the project site, then the highest density shall apply.

2. All Other Zoning Districts. In zones not listed above in section D(1), the project shall have a density of 40 units per acre or less, except that if zoning allows for a higher residential density on a site adjacent to the project site, then the higher density shall apply.

E. **Building Height**.

1. Maximum Height. The project shall have a maximum building height of one story above the zoned height. If zoning allows for a higher residential height limit on a site adjacent to the project site, then the higher height limit shall apply.

2. Density Bonus. The project may be eligible for waivers, and incentives/concessions under the State Density Bonus Law (Gov't Code § 65915), except that a project subject to section D.2 above shall not use an incentive, waiver, or concession to increase the height of the project to greater than the height stated in section E.1.

F. **Labor Standards**. A project that includes more than 10 units that is not in its entirety a public work shall comply with the prevailing wage requirements set forth in Gov't Code § 65913.16(c)(12).

G. **Craft Construction**. In addition to the Labor Standards set forth in Gov't Code § 65912.130, a project with 50 or more units shall employ construction

craft employees and provide for health care expenditures as set forth in Gov't Code § 65913.16(g).

H. **Proximity to Freeway**. If the project is within 500 feet of a freeway, regularly occupied areas of the building shall provide air filtration media for outside and return air that provide a minimum efficiency reporting value (MERV) of 13.

I. **Objective Standards.** The project shall be consistent with the City's applicable objective, written design and development standards and policies that were published or adopted before the date the project application was submitted to the City, and that are not in conflict with this Chapter or Gov't Code § 65913.16, inclusive of the City's Mixed-Use and Multifamily Objective Design Standards.

J. **Parking**.

1. Baseline Parking Requirement. Except as provided in subsection J(2) below, the project shall provide off-street parking of one space per unit, unless a State law or City ordinance provides for a lower standard of parking, in which case the lower standard shall apply.

2. No Parking Alternatives. The project shall not be subject to any off-street parking requirement if either of the following is true:

   a. Public Transit. The project site is located within one-half mile walking distance of public transit, either a high-quality transit corridor or a major transit stop as defined in Public Resources Code § 21155(b).

   b. Car Share. There is a car share vehicle located within one block of the parcel.

11.64.040 Project Review and Timeline

A. **Ministerial review and approval required.** If the Community Development Director determines that a project application submitted pursuant to this section is consistent with the eligibility requirements in Section 11.64.020, the project requirements identified in Section 11.64.030, all Objective Development Standards of the underlying Zoning District not in conflict with this Section, and all Objective Design Standards not in conflict with this Section, the Director shall ministerially approve the application, subject to the following review timeline (Gov't Code § 65913.16(l)(5)):

Project Size	Completeness Determination	Determination of Consistency	Project Approval
150 units or fewer	30 days from submittal	60 days from submittal	90 days from submittal
More than 150 units	30 days from submittal	90 days from submittal	180 days from submittal

If the project is determined not to be consistent with the project requirements identified in this chapter, all Objective Development Standards of the underlying Zoning District not in conflict with this Section, and all Objective Design Standards not in conflict with this Section, the City shall notify the applicant in writing and provide a written explanation of the inconsistency.

B. **CEQA.** The development project shall not be subject to CEQA review if the Project is consistent with the project requirements identified in this chapter, all Objective Development Standards of the underlying Zoning District not in conflict with this Section, and all Objective Design Standards not in conflict with this Section.

C. **Expiration of Approval**.

1. Project approval expires after three years unless construction activity has commenced on the site (including grading and demolition) and the Building Permit for the project has been issued. The Director may grant a one-time, one-year extension if there has been significant progress towards getting the project construction ready (Gov't Code § 65913.16(l)(8)).

2. Project approval does not expire if a project receives public investment other than tax credits and provides at least 50% of the units at 80% AMI or below.

D. **Modification of Approval**. An applicant may request a modification to a project that has been approved under this chapter if the request is submitted to the City before the issuance of the final building permit required for construction of the project. The City's consideration of such modification request shall be governed by Gov't Code § 65913.16(l)(9).

11.64.050 Expiration of Governing Regulations

Gov't Code § 65913.16 will remain in effect until January 1, 2036, and after that time is repealed. This Chapter will remain in effect until the repeal of § 65913.16; upon repeal of that section this Chapter shall be of no further effect.

1868892.1

Chapter 11.65 Adaptive Reuse: Conversion of Non-Residential Buildings to Residential Uses

Sections:

11.65.010 Purpose and Enabling Legislation
11.65.020 Eligibility Criteria
11.65.030 Development and Performance Standards
11.65.040 Project Review and Decision

11.65.010 Purpose and Enabling Legislation

A. The purpose of this Chapter is to summarize the requirements of Gov't Code § 65913.12 governing the transition of conversion of non-residential buildings to residential use, and to supplement these requirements with guidelines and procedures for processing applications under this law. Gov't Code § 65913.12 was added to the Government Code by AB 1490 (2023).

B. Ambiguities or gaps in this Chapter shall be resolved first by reference to Gov't Code § 65913.12. In the event of any conflict between Gov't Code § 65913.12 and this Chapter, Gov't Code § 65913.12 shall govern.

11.65.020 Eligibility Criteria

A project for adaptive reuse shall be an allowable use if it meets the following eligibility criteria:

A. **Building Conversion**. The project meets all of these requirements:

1. Multifamily. The project is a multifamily housing development project.
2. Retrofitting. The project involves the retrofitting and repurposing of a residential building or commercial building that currently allows temporary dwelling or occupancy, to create new residential units.
3. Building Envelope. The development will be entirely within the envelope of the existing building.

B. **Site**. The development is located on a site, where either of the following conditions exist:

1. Surrounding Uses. At least 75 percent of the perimeter of the site of the development adjoins parcels that are developed with urban uses; or
2. Transit Proximity. The parcel is within one-half mile of a major transit stop as defined in Public Resources Code § 21064.3.

C. **Industrial Uses**. Neither the project site nor any adjoining site is a site where more than one-third of the square footage on the site is dedicated to industrial use.

D. **Affordability Criteria.** The development shall meet all of the following affordability criteria:

1. Lower Income. 100 percent of the units within the development project, excluding managers' units, shall be dedicated to lower income households at an affordable housing cost, as defined by Health and Safety Code § 50052.5, or an affordable rent set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee.
2. Very Low Income. At least 50 percent of the units within the development project shall be dedicated to very low income households at an affordable housing cost, as defined by Health and Safety Code § 50052.5, or an affordable rent set in an amount consistent with the rent limits established by the California Tax Credit Allocation Committee.
3. Deed Restriction. The units shall be subject to a recorded deed restriction ensuring the affordability requirements of this subsection are met for a period of 55 years for rental units and 45 years for owner-occupied units.

11.65.030 Development and Performance Standards

A. **Objective Design Standards**. The project shall meet the City's Mixed-Use and Multifamily Objective Design Standards, except for any standards that would require the curing of any preexisting deficit or conflict with regard to:

1. Density. Any maximum density requirements.
2. FAR. Any maximum floor area ratio requirements.
3. Parking. Any requirement to add additional parking.
4. Open Space. Any requirement to add additional open space

B. **Open Space**. The project shall not eliminate any existing open space on the parcel.

C. **Management Services**. For projects of 50 units or more, the development shall provide onsite management services.

11.65.040 Project Review and Decision

A. **Project Consistency**. For the purposes of the Housing Accountability Act, a project that is consistent with the provisions of Sections 11.65.020, Eligibility Criteria, 11.65.030, Development and Performance Standards, and 11.65.040, Affordability Criteria, shall be deemed consistent, compliant, and in conformity with required objective standards.

B. **Review Authority.** If the Community Development Director determines that a project application submitted pursuant to this section is consistent with the requirements of this chapter, the Director shall ministerially approve the project within the timelines required in subsection (D) below. Upon a determination that a development project application is inconsistent with the above standards, the City shall provide the applicant written documentation of which criteria,

standard or standards the development conflicts with, and an explanation for the reason or reasons the development conflicts with that standard or standards in the timelines required in subsection (D) below.

C. Denial.

1. In addition to any other legally available grounds for denial, the City may deny a project that is located on a site or adjoined to a site where any of the square footage on the site is dedicated to industrial use if the City makes written findings that approving the development would have an adverse effect on public health and safety.

2. The City shall approve without conditions a project proposed on a site, including a candidate site for rezoning, that is identified as suitable or available for very low, low-, or moderate-income households in the Housing Element if the project is consistent with the density specified in the Housing Element, even if the project is inconsistent with both zoning ordinance and general plan land use designation on the date the application was deemed complete.

D. **Timelines**. Project review is subject to the following deadlines. If the project is determined to be consistent with the requirements of this chapter, or if the City fails to provide the applicant with written documentation explaining the inconsistencies in the timeframes provided below, it is considered an allowed use and the application shall be deemed "consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision" insofar as the Housing Accountability Act is concerned. Therefore, the project review and approval timelines will be the same as for Streamlined Review in Non-Residential Zoning Districts (Chapter 11.62):

Project size	Completeness Determination	Consistency Determination	Project Approval
150 units or less	30 days from submittal	60 days from submittal (or within 30 days of resubmittal to address written feedback)	60 days from consistency determination
More than 150 units	30 days from submittal	90 days from submittal (or within 30 days of resubmittal to address written feedback)	90 days from consistency determination

E. **CEQA.** The development project shall not be subject to CEQA review.

1869748.1

Chapter 11.66 Low Barrier Navigation Centers

Sections:

11.66.010 Purpose and Intent
11.66.020 Eligibility Criteria
11.66.030 Application Processing Timelines
11.66.040 Expiration of Governing Regulations
11.66.050 CEQA
11.66.060 Administrative Policies and Regulations
11.66.070 Fees

11.66.010 Purpose and Intent

A. The purpose of this Chapter is to summarize the requirements of Gov't Code §§ 65660 through 65666 governing the establishment of Low Barrier Navigation Centers, and to supplement these requirements with guidelines and procedures for processing applications under this law.

B. Ambiguities or gaps in this Chapter shall be resolved first by reference to Gov't Code §§ 65660 through 65666. In the event of any conflict between Gov't Code §§ 65660 through 65666 and this Chapter, Gov't Code §§ 65660 through 65666 shall govern.

C. A Low Barrier Navigation Center is a housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low Barrier" means best practices to reduce barriers to entry, and may include, but is not limited to, the following:

1. The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.

2. Pets.

3. The storage of possessions.

4. Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

11.66.020 Eligibility Criteria

A Low Barrier Navigation Center shall be permitted by right in mixed-use zones and non-residential zones permitting multifamily uses, medical uses, or faith-based uses, if the Low Barrier Navigation Center meets all of the following requirements:

A. **Services**. The Low Barrier Navigation Center offers case management services to connect individuals to housing resources and supportive services.

B. **Coordinated Entry System**. The Low Barrier Navigation Center is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing.

C. **Welfare and Institutions Code**. The Low Barrier Navigation Center complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

D. **Database System**. The Low Barrier Navigation Center has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

11.66.030 Application Processing and Timelines

A. **Ministerial Zoning Review**. A Zoning Clearance shall be required for all Low Barrier Navigation Center applications, subject to ministerial Director approval. The Director shall only review the project for consistency with the objective Development Standards of the underlying zoning district, together with the eligibility requirements listed in Section 11.66.020 of this Chapter.

B. **Completeness Review**. Within 30 days of receipt of an application for a Low Barrier Navigation Center development, the City shall notify the applicant whether the developer's application is complete pursuant to Gov't Code Section 65943.

C. **Decision**. Within 60 days of receipt of a completed application for a Low Barrier Navigation Center development, the City shall act upon its review of the application.

11.66.040 Expiration of Governing Regulations

Gov't Code § 65660 through § 65666 will remain in effect until January 1, 2027. This Chapter will remain in effect until the repeal of § 65660 through § 65666; and upon repeal of that section, this Chapter shall be of no further effect.

11.66.050 CEQA. The project shall not be subject to CEQA review.

11.66.060 Administrative Policies and Regulations. The Director, or their designee, shall have the authority to establish administrative policies and regulations that may be necessary to implement the provisions of this Chapter.

11.66.070 Fees. The City Council may establish by Resolution a non-refundable permit fee to cover the permit review costs incurred within the Chapter.

1869776.1

Chapter 11.67 Emergency Shelters

Sections:

11.67.010 Purpose and Enabling Authority
11.67.020 Requirements
11.67.030 CEQA
11.67.040 Administrative Policies and Regulations
11.67.050 Fees

11.67.010 Purpose and Enabling Authority

A. The purpose of this Chapter is to provide procedures and standards to encourage and facilitate the establishment of Emergency Shelters.

B. Gov't Code § 65583 allows for local jurisdictions to identify objective standards within the confines of State law governing the development of Emergency Shelters in their communities.

C. Ambiguities or gaps in this Chapter shall be resolved first by reference to Gov't Code § 65583. In the event of any conflict between Gov't Code § 65583 and this Chapter, Gov't Code § 65583 shall govern.

D. An Emergency Shelter is housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay. (Gov't Code § 65582 and HSC § 50801)

11.67.020 Requirements

A. **Allowed Zoning Districts**. Emergency Shelters are a permitted use in various zoning districts, as identified in Housing Element Table 3-5 and Table 3-6.

B. **Ministerial Zoning Review**. A Zoning Clearance shall be required for all Emergency Shelter applications, subject to ministerial Director approval. The Director shall only review the project for consistency with the objective Development Standards of the underlying zoning district, together with the Objective Standards listed in Section 11.67.020(C) of this Chapter.

C. **Objective Standards**. An Emergency Shelter shall meet the following objective standards:

1. Management and Security. On-site management and on-site security shall be provided during all hours when the Emergency Shelter is in operation.

2. Lighting. External lighting shall be provided on all buildings, in common areas, and in parking areas for security purposes, consistent with the City's Security Ordinance. The lighting shall be stationary, directed downward and shielded so as not to produce off-site glare.

3. Common Facilities. The development may provide one or more of the following specific common facilities for the exclusive use of the residents and staff:
   a. Central cooking and dining room(s).
   b. Recreation room.
   c. Counseling center.
   d. Child day care facilities.
   e. Other support services.
4. Enclosed Facilities. Parking and outdoor facilities shall be enclosed, but are not required to be covered, and designed to provide security for residents, visitors, employees and the surrounding area.
5. Parking. The Emergency Shelter shall provide a quantity of parking spaces equal to that required by a residential or commercial use of the underlying zoning district.
6. Operations. The agency or organization operating the Emergency Shelter shall comply with the following requirements:
   a. Shall be available to residents for no more than six months, as tracked by onsite management.
   b. Staff and services shall be provided to assist residents in obtaining permanent shelter and income.
   c. The provider shall have a written management plan including, as applicable, provisions for the following:
      i Size and location of exterior and interior onsite waiting and client intake areas.
      ii Staff training;
      iii Neighborhood outreach;
      iv Security;
      v Screening of residents to ensure compatibility with services provided at the facility; and
      vi Training, counseling, and treatment programs for residents.
7. Proximity. No Emergency Shelter shall be located within 300 feet of another Emergency Shelter site.
8. Required Licenses. The facility shall be in, and shall maintain at all times, good standing with City and/or State licenses, such as a business license, if

required by these agencies for the owner(s), operator(s), and/or staff on the proposed facility.

9. Number of Beds. The Emergency Shelter shall have no more than the following quantity of beds:

   a. Individual Dwelling Unit Format: A quantity of beds equal to the unit density of the underlying General Plan designation.

   b. All Other Formats: A quantity of beds equal to three times the unit density of the underlying General Plan designation.

11.67.030 CEQA. The project shall not be subject to CEQA review.

11.67.040 Administrative Policies and Regulations. The Director, or their designee, shall have the authority to establish administrative policies and regulations that may be necessary to implement the provisions of this Chapter.

11.67.050 Fees. The City Council may establish by Resolution a non-refundable permit fee to cover the permit review costs incurred within the Section.

1871824.1

Chapter 11.68: Agricultural Employee Housing

Sections:

11.68.010 Purpose and Intent
11.68.020 Permitted Use
11.68.030 Project Requirements
11.68.040 Streamlined Review and Approval
11.68.050 CEQA Review Not Required
11.68.060 Grounds for Project Denial

11.68.010 Purpose and Intent

A. The intent of these provisions is to allow sufficient agricultural employee housing units necessary to support agricultural operations and that are consistent with the applicable provisions of Health and Safety Code (HSC) §§ 17021.6 and 17021.8.

B. Ambiguities or gaps in this Chapter shall be resolved first by reference to Health and Safety Code §§ 17021.6 and 17021.8. In the event of any conflict between Health and Safety Code §§ 17021.6 and 17021.8 and this Chapter, Health and Safety Code §§ 17021.6 and 17021.8 shall govern.

11.68.020 Permitted Use

Agricultural Employee Housing shall be deemed a permitted agricultural land use and shall not require a conditional use permit, zoning variance, or other discretionary zoning clearance that is not required of any other agricultural activity in the same zoning district.

11.68.030 Project Requirements

A. **General Plan Designation.** The project shall be located on land designated Open Space, Limited Agriculture, Agriculture/Viticulture, or Large Parcel Agriculture in the General Plan.

B. **Maximum size**. The project shall not have more than one group quarters or 12 family units.

1. Group Quarters shall not contain more than 36 beds.
2. Family units shall not contain more than three beds.

C. **Occupancy**. Occupancy of the housing is limited to:

1. Agricultural employees who work on the property where the employee housing is located plus their family members; and
2. Agricultural employees who do not work on the property where the employee housing is located, but work within the Municipal City Limits of Livermore.

D. **Maintenance and Operation**. The agricultural employee housing will be maintained and operated by a qualified affordable housing organization that has been certified pursuant to HSC § 17030.10. The project applicant shall submit proof of issuance of the qualified affordable housing organization's certification by the California Department of Housing and Community Development. The qualified affordable housing organization shall provide for onsite management of the development.

E. **Deed Restriction**. An affordability covenant shall be recorded on the property to ensure the affordability of the proposed agricultural employee housing for agricultural employees for not less than 55 years. For purposes of this paragraph, "affordability" means the agricultural housing is made available at an affordable rent, as defined in HSC § 50053, to lower income households, as defined in HSC § 50079.5.

11.68.040 Streamlined Review and Approval

A. **Requirements for Streamlining**. A project applicant may submit an application for agricultural employee housing that is subject to a streamlined, ministerial approval process. However, if any of the following below applies, streamlined, ministerial review is not applicable and a conditional use permit is required:

1. Wetlands, as defined by the United States Fish and Wildlife Service.
2. Within a very high fire hazard severity zone or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection.
3. A hazardous waste site.
4. Within a delineated earthquake fault zone.
5. Within a flood plain as determined by maps promulgated by the Federal Emergency Management Agency.
6. Within a floodway as determined by maps promulgated by the Federal Emergency Management Agency.
7. Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, habitat conservation plan, or other adopted natural resource protection plan.
8. Lands under conservation easement. For purposes of this section, "conservation easement" shall not include a contract executed pursuant to the Williamson Act.
9. Lands with groundwater levels within five feet of the soil surface and for which the development would be served by an onsite wastewater disposal system serving more than six family housing units.

B. **Objective Standards**. An agricultural employee housing development that is approved pursuant to this section must comply with all of the following objective development standards:

1. Utilities. The development must have adequate water and wastewater facilities and dry utilities to serve the project.
2. Water Supply. The development must be connected to an existing public water supply system that has not been identified as failing or being at risk of failing to provide an adequate supply of safe drinking water.
3. Sewer Connection. If the development proposes to include 10 or more units, the development must connect to an existing municipal sewer system that has adequate capacity to serve the project. Any approved local agency management program for onsite wastewater treatment system requirements shall apply to the development.
4. Location. The property on which the development is located must be either of the following:
   a. Within one-half mile of a duly designated collector road rated for Average Daily Trips (ADT) of 6,000 or greater; or
   b. Adjacent to a duly-designated collector road rated for ADT of 2,000 or greater.
5. Parking. The development must provide at least two parking spaces per unit or at least two parking spaces per 6 beds, if group quarters.
6. Hazards. If a potential for exposure to significant hazards from surrounding properties or activities is found to exist, the effects of the potential exposure shall be mitigated to a level of insignificance in compliance with state and federal requirements.

C. **Completeness**. If an application for agricultural employee housing does not meet the requirements specified in this Chapter, the City shall provide the applicant written documentation of which requirement(s) the development does not satisfy and an explanation for the reason(s) the development does not satisfy the requirement(s), as follows:

1. Within 30 days of submission if the development contains 50 or fewer housing units.
2. Within 60 days of submission if the development contains more than 50 housing units.

If the City does not provide the required documentation pursuant to this Section, the development shall be deemed to satisfy the requirements of the Chapter.

D. **Approval**. Review of the proposed project shall be subject to the objective development standards described in Section B. The Community Development

Director shall approve a project that is in conformance with the requirements of this chapter as follows:

1. Within 90 days of submission if the development contains 50 or fewer housing units.
2. Within 180 days of submission if the development contains more than 50 housing units.

11.68.050 CEQA Review Not Required

The project shall not be subject to CEQA review.

11.68.060 Grounds for Project Denial

The City may disapprove an eligible agricultural employee housing development if any of the following conditions exist:

1. **Adverse Impact**. The eligible agricultural employee housing development as proposed would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to lower income households, as defined in HSC §50079.5, or rendering the development financially infeasible.

As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete;

B. **State and Federal Law**. The project would be in violation of any applicable state or federal law; or

1. **Existing Laws**. The project would change any obligations to comply with any other existing laws.

1870171.1

Chapter 11.69: Streamlined Review of Eligible Subdivisions

Sections:

11.69.010 Purpose and Enabling Authority
11.69.020 Projects Eligible for Streamlined Review
11.69.030 Projects Not Eligible for Streamlined Review
11.69.040 Development Criteria for Subdivisions
11.69.050 Development Criteria for New Units
11.69.060 Project Review and Timeline
11.69.070 Issuance of Building Permits

11.69.010 Purpose and Enabling Authority

A. The purpose of this Chapter is to summarize the requirements of Government Code Sections 65852.28, 65913.4.5, and 66499.41, which govern the ministerial and streamlined approval of housing development projects with ten or fewer residential units, and parcel maps, tentative maps, and final maps for housing development projects with ten or fewer parcels, in residential zoning districts, and to supplement these requirements with guidelines and procedures for processing applications under these laws. Government Code Sections 65852.28, 65913.4.5, and 66499.41 were added to the Government Code by SB 684 (2023).

B. Ambiguities or gaps in this chapter shall be resolved first by reference to Government Code Sections 65852.28, 65913.4.5, and 66499.41. In the event of any conflict between Government Code Sections 65852.28, 65913.4.5, and 66499.41 and this Chapter, Government Code Sections 65852.28, 65913.4.5, and 66499.41 shall control.

11.69.020 Projects Eligible for Streamlined Review

A parcel map or a tentative and final map for a housing development project that meets all of the following requirements shall be considered without discretionary review or a hearing:

A. **Ten Parcel/Unit Maximum**. The proposed subdivision will result in ten or fewer parcels and the housing development project on the lot proposed to be subdivided will contain ten or fewer Primary Dwelling Units.

B. **Zoning**. The lot is a legal parcel that is either zoned to allow multifamily residential development or vacant pursuant to Government Code Section 66499.41(a)(2)(A)(ii) and zoned for single-family residential development.

C. **No Previous Subdivision**. The lot was not established pursuant to this Chapter or Chapter 11.50 (Two Unit Residential Development and Urban Lots Splits) of this Development Code.

D. **Urban Context**. The lot is:

1. No larger than five acres, if developed and located within a multifamily zoning district, and is substantially surrounded by qualified urban uses; or

2. No larger than one-and-a-half acres, if vacant and located within a single-family zoning district, and is substantially surrounded by qualified urban uses.

3. For purposes of this subsection, the following definitions apply:

   a. "Qualified urban use": Any residential, commercial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses. (Public Resources Code § 21072)

   b. "Substantially surrounded": Whereby at least 75 percent of the perimeter of the project site adjoins, or is separated only by an improved public right-of-way from, parcels that are developed with qualified urban uses. The remainder of the perimeter of the site adjoins, or is separated only by an improved public right-of-way from, parcels that have been designated for qualified urban uses in a zoning, community plan, or general plan for which an environmental impact report was certified. (Public Resources Code § 21159.25)

11.69.030 Projects Not Eligible for Streamlined Review

A parcel map or a tentative and final map for a housing development project shall not be considered for streamlined review under this Chapter if any of the following conditions exist:

A. **Demolition of Housing**. The development of a housing project on the lot proposed to be subdivided will require the demolition or alteration of any of the following types of housing:

1. **Affordable Housing.** Housing that is subject to a recorded covenant, ordinance, or law that restricts rent to levels affordable to persons and families of low, very low, or extremely low income.

2. **Rent Controlled Housing.** Housing that is subject to any form of rent or price control through the City's valid exercise of its police power.

3. **Tenant Occupied Housing.** Housing occupied by tenants within the five years preceding the date of the application, including housing that has been demolished or that tenants have vacated prior to the submission of the application for a development permit.

4. **Withdrawn Accommodations Properties.** Housing on a parcel in which an owner of residential real property has exercised the owner's rights under Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code to withdraw accommodations from rent or lease within 15 years before the date that the development

proponent submits an application for a parcel map or a tentative and final map pursuant to this Chapter.

B. **Protected Property**. The lot proposed to be subdivided is located on a site that is any of the following:

1. **Significant Farmland.** Either prime farmland or farmland of statewide importance.
2. **Wetlands.** Wetlands, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).
3. **Fire Hazard Zone.** Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within a high or very high fire hazard severity zone as indicated on maps adopted by the Department of Forestry and Fire Protection pursuant to Section 4202 of the Public Resources Code.
4. **Hazardous Waste Site.** A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to former Section 25356 of the Health and Safety Code, unless either of the following apply:
   a. The site is an underground storage tank site that received a uniform closure letter.
   b. The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the Health and Safety Code, has otherwise determined that the site is suitable for residential use or residential mixed uses.
5. **Earthquake Fault Zone.** Within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards.
6. **Flood Zones.** Within a special flood hazard area subject to inundation by the 1-percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency. However, a development may be located on a site described in this subparagraph if either of the following are met:
   a. The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction.

b. The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.

7. **Floodway.** Within a regulatory floodway as determined by the Federal Emergency Management Agency, except as provided in Government Code Section 66499.41(a)(9)(G).

8. **Conserved Lands**. Land identified for conservation in an adopted natural community conservation plan or natural resource protection plan.

9. **Sensitive Habitat.** Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973, the California Endangered Species Act, or the Native Plant Protection Act.

10. **Conservation Easement.** Land under conservation easement(s) held by a public agency, land trust, or private party.

11.69.040 Development Criteria for Subdivisions

Eligible parcel maps or tentative and final maps for housing development projects, as described in Section 11.69.020 of this Chapter, shall meet the following standards:

A. **Parcel Attributes.** All newly-created parcels shall:

1. Be of at least 600 square feet if located in multifamily zones and of at least 1,200 square feet if located in single family zones.

   a. A housing development project on a parcel proposed to be subdivided pursuant to this Chapter is not required to meet the minimum development standards of the underlying zoning district regarding parcel size, width, depth, frontage, or dimensions, except for the minimum lot size identified above.

2. The housing units on the lot proposed to be subdivided pursuant to this Chapter must be one of the following:

   a. Constructed on fee-simple ownership lots.

   b. Part of a common-interest development.

   c. Part of a housing cooperative, as defined in Section 817 of the Civil Code.

   d. Constructed on land owned by a community land trust. For the purpose of this subparagraph, "community land trust" means a nonprofit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code and satisfies the requirements of Government Code Section 66499.41(a)(4)(D).

e. Part of a tenancy in common, as described in Section 685 of the Civil Code.

B. **Public Utilities.** Newly-created lots shall be served by a public water system and a municipal sewer system.

C. **Urban Lot Split Prohibited**. An Urban Lot Split in accordance with Chapter 11.50 (Two Unit Residential Development and Urban Lots Splits) of this Development Code is not allowed on new lots created under this Chapter.

D. **Compliance with Subdivision Ordinance Required**. The proposed subdivision shall conform to all objective subdivision standards identified in Part 10 of this Development Code (Subdivisions) and applicable objective requirements of the Subdivision Map Act (Division 2 (commencing with Section 66410) of the Government Code), except as otherwise expressly provided in this Chapter.

E. **Homeowners Association**. The formation of a homeowners' association, except as required by the Davis-Stirling Common Interest Development Act (Part 5 (commencing with Section 4000) of Division 4 of the Civil Code) is not required. However, a mechanism for the maintenance of common space within the subdivision, including, but not limited to, a road maintenance agreement, may be required.

11.69.050 Development Criteria for New Units

A. **Unit Size.** The average total area of floorspace for the housing units on the parcels created pursuant to this Chapter shall not exceed 1,750 net habitable square feet per lot.

B. **ADU/JADUs Prohibited**. Neither an ADU nor a JADU, as defined in Chapter 11.30 of this Development Code, are allowed on new lots created under this Chapter.

C. **Compliance with Zoning and Design Standards Required.** Units on newly-created lots shall be consistent with all applicable objective zoning standards and design standards, unless a standard is inconsistent with a requirement identified in this Chapter or Government Code Section 65852.28(a)(2).

D. **Residential Density and Affordability**. The proposed development shall meet one of the following requirements:

1. **Housing Element Sites**.

a. **Density**. If the parcel is identified in the General Plan Housing Element for the current planning period that is in substantial compliance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of the Government Code, the development will result in at least as many units as projected for that parcel in the Housing Element.

b. **Affordability**. If the parcel is identified to accommodate any portion of the City's share of the regional housing need for low- or very low income households, the development shall result in at least as many low- or very low income units as projected in the Housing Element. These units shall be subject to a recorded affordability restriction of at least 55 years. Newly-created units shall also comply with Chapter 11.70 (Affordable Housing) of this Development Code, as applicable and to the extent Chapter 11.70 does not conflict with this Chapter or Government Code Section 66499.41.

2. **Other Sites**.

a. **Density**. If the parcel is not identified in the City's Housing Element for the current planning period that is in substantial compliance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of the Government Code, the development shall result in at least as many units equal to two-thirds the maximum allowable residential density of the underlying General Plan designation, or 20 units per acre, whichever is greater.

b. **Affordability**. The project on the proposed lot to be subdivided complies with all local inclusionary housing ordinances adopted by the City, including, without limitation, Chapter 11.70 of this Development Code.

E. **Development Standards**. A housing development project on a lot that is subdivided pursuant to this Chapter shall meet the following requirements:

1. **Minimum Setback**. There is no required minimum setback between units, except when minimum setbacks are required in the California Building Code.

2. **Minimum Side and Rear Setback**. A minimum setback of four feet from the side and rear lot lines is required, except when otherwise provided by Government Code Section 65852.21(b)(2)(B).

3. **Parking**. Parking may be uncovered. A minimum of one off-street parking space per unit is required, except in either of the following circumstances:

i The parcel is located within one-half mile walking distance of either a high-quality transit corridor, as defined in subdivision (b) of Section 21155 of the Public Resources Code, or a major transit stop, as defined in Section 21064.3 of the Public Resources Code.

ii When a documented car-share vehicle is located within one block of the parcel.

4. **Exceptions**. No development standard shall preclude the development of a housing development project under this Chapter at the following:

a. **Density**. Minimum of 20 units/acre.

b. **Floor Area Ratio**.

i 1.0 or greater for a housing project consisting of three to seven units.

ii 1.25 or greater for a housing project consisting of eight to ten units.

11.69.060 Project Review and Timeline

A. **Project Review.** The City shall approve or deny an application for a parcel map, tentative map, or for a housing development project submitted to the City pursuant to this Chapter within 60 days from the date the City receives a completed application. If the project is not approved or denied within that timeframe, the application shall be deemed approved.

B. **Corrections and Denial.**

1. **Correction Letter**. If the application cannot be approved, the City shall, within 60 days from the date it receives the completed application, return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the applicant can remedy the application.

2. **Basis for Denial**. The City may deny the issuance of a parcel map, a tentative map, a final map, or a housing development project that meets the requirements of this chapter if it makes a written finding, based upon a preponderance of the evidence, that the proposed housing development project would have a specific, adverse impact, as defined by Government Code Section 65589.5(d)(2), upon public health and safety and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact.

C. **Mapping Procedure.** If the development proponent of a housing development project pursuant to this Chapter proposes a Parcel Map, Tentative Map, Final Map, or Condominium Map, the project shall follow all submittal and review authority procedures described in Part 10 of the Development Code, except as otherwise expressly provided in this Chapter or in Government Code Section 66499.41. However, the Final Map or Condominium Map may be approved prior to, or concurrent with, Certificate of Occupancy of the proposed buildings, as required by a project Condition of Approval.

D. **Site Plan Design Review.** If the project proposal includes residential development, the Project shall follow all submittal and review authority procedures described in Part 9 of the Development Code, except when Part 9 conflicts with the requirements of this Chapter.

11.69.070 Issuance of Building Permits

A. **Permit Issuance**. The City shall issue a building permit for one or more residential units that are part of a housing development project under this Chapter if the applicant for the permit has met all of the following requirements:

1. The applicant has received a tentative map approval or parcel map approval for the subdivision;
2. The applicant has submitted a building permit application that the City deemed complete pursuant to Government Code Section 65913.3(b);
3. The building permit application is consistent with the California Building Standards Code in place at time the application was submitted, as determined by the Building Official; and
4. The project is consistent with the approved entitlement(s) and all conditions of approval, as determined by the Director.

B. **Permit Conditions**. The requirements of Gov't Code § 65913.4.5(a) regarding conditions of the permit, conditions of the tentative or parcel map ,and performance bonds apply to building permit applications for units approved under this chapter.

C. **Permit Denial.** The requirements of Gov't Code § 65913.4.5(a) regarding terms of permit denial apply to building permit applications for units approved under this chapter.

1859620.1

Chapter 11.70: Affordable Housing

Sections:

11.70.010 Purpose and Enabling Authority
11.70.020 Residential Affordable Requirement
11.70.030 Percentage of Affordable Units
11.70.040 Alternative Means of Compliance
11.70.050 Performance Measures
11.70.060 Implementation
11.70.070 Commercial and Industrial
11.70.080 Enforcement

11.70.010 Purpose and Enabling Authority

A. The purpose of this Chapter is to help the City, region, and State meet the goal of providing housing affordable across a range of income categories. This Chapter requires new development to contribute to the City's affordable housing stock through the provision of housing units, land dedication, and/or fees.

B. California Gov't Code § 65850(g) allows for local jurisdictions to require, as a condition of the development of residential rental units, that the development include a certain percentage of residential rental units affordable to, and occupied by lower income households, within the confines of State law governing residential development in their communities.

11.70.20 Residential Affordable Requirement

A. **Affordable Option**. As a condition of approval for each tentative or vesting tentative map or land use entitlement having residential parcels or units, the developer is required to either:

1. Allocate a percentage of total project units as Affordable units, as described in Section 11.70.030; or
2. Satisfy this requirement by an Alternative Means of Compliance, as described in Section 11.70.040.

B. **Exceptions.**

1. Residential projects that provide 10 or less for-sale units shall be allowed to satisfy the requirements of this Chapter through an In-Lieu Fee.
2. Residential projects that provide 10 or less rental units shall be wholly exempt from the requirements of this Chapter.

11.70.030 Percentage of Affordable Units

When the developer intends to provide the required affordable housing units within the proposed development project, the developer shall construct the types and quantities as described below:

A. **General Plan Areas.**

1. **For-Sale Units.** The developer shall reserve 15 percent or more of the total for-sale units as affordable units to be sold to low- and moderate-income households at

a price that does not exceed the maximum affordable purchase price for a unit for those households. The maximum purchase price for low- and moderate-income households shall be as adopted annually by City Council resolution.

a. At least seven and one-half percent of the reserved units shall be set aside for low-income households, with the balance set aside for moderate-income households.

b. Whenever the inclusionary requirement results in an odd number of units, the majority of units shall be provided as low-income. Whenever the number of units result in a fraction of a unit greater than 0.5, the requirement shall be rounded up to the nearest whole unit. Whenever the number of units results in a fraction of a unit less than or equal to 0.5, the requirement shall be rounded down to the nearest whole unit.

c. The for-sale units shall be encumbered in a manner acceptable to the City, so that if a buyer resells the reserved unit within the restricted time period for a price in excess of the inflation-adjusted purchase price, then the excess profit will be returned to the City for use in affordable housing programs.

2. **Rental Units**. The developer shall reserve 15 percent or more of the total rental units as affordable units to be rented to very-low- and low-income households at a cost that does not exceed maximum monthly rental rates for those households. The maximum monthly rental rates for very-low- and low-income households shall be adopted annually by City Council resolution.

a. At least seven and one-half percent of the reserved units shall be set aside for very-low-income households, with the balance set aside for low-income households.

b. Whenever the inclusionary requirement results in an odd number of units, the majority of units shall be provided as very-low-income. Whenever the number of units result in a fraction of a unit greater than 0.5, the requirement shall be rounded up to the nearest whole unit. Whenever the number of units results in a fraction of a unit less than or equal to 0.5, the requirement shall be rounded down to the nearest whole unit.

c. The rental units shall be marketed and made available through an application process directed by the City, and the development shall be managed by an experienced management company approved by the City.

B. **Downtown Specific Plan Area.**

1. **For-Sale Units.** The developer shall reserve 10 percent or more of the total for-sale units to be sold to low-income households at a price that does not exceed the maximum affordable purchase price for the units.

a. Whenever the number of units results in a fraction of a unit less than or equal to 0.5, the requirement shall be rounded down to the nearest whole unit.

2. **Rental Units**. The developer shall reserve 10 percent or more of the rental units to be rented to low-income households at a cost not to exceed the maximum monthly rental rates for those households.

a. Whenever the number of units results in a fraction of a unit less than or equal to

0.5, the requirement shall be rounded down to the nearest whole unit.

C. **Isabel Neighborhood Specific Plan Area.**

1. **For-Sale Units**. The developer shall reserve 15 percent or more of the total for-sale units as affordable units to be sold to low- and moderate-income households at a price that does not exceed the maximum affordable purchase price for a unit for those households. The maximum purchase price for low- and moderate-income households shall be as adopted annually by City Council resolution.

   a. At least seven and one-half percent of the reserved units shall be set aside for low-income households, and at least seven and one-half percent for moderate-income households.

   b. Whenever the inclusionary requirement results in a fraction of units, the units shall be combined and provided as low-income units. Whenever the number of units result in a fraction of a unit greater than 0.5, the requirement shall be rounded up to the nearest whole unit.

2. **Rental Units**. The developer shall reserve 20 percent or more of the total rental units as affordable units to be rented to very-low-income, low-income, median-income, and moderate-income households at a cost that does not exceed maximum monthly rental rates for those households. The maximum monthly rental rates for very-low-income, low-income, median-income, and moderate-income households shall be adopted annually by City Council resolution.

   a. At least six percent of the reserved units shall be set aside for very-low-income households, at least seven percent shall be set aside for low-income households, and at least four percent shall be set aside for median-income households, with the balance set aside for moderate-income households.

   b. Whenever the inclusionary requirement results in a fraction of units, the units shall be combined and provided as very-low-income units. Whenever the number of units result in a fraction of a unit greater than 0.5, the requirement shall be rounded up to the nearest whole unit.

11.70.040 Alternative Means of Compliance

A. **Prerequisites**

1. **Economic Equivalence**. Each alternative must be economically equivalent to the affordable housing requirement and may satisfy part or all of the affordable housing requirement.

2. **City Council Approval**. Alternatives to constructing affordable units on site specified in subsections B.1 through B.3 of this section require prior City Council approval.

3. **Concurrent Submittal**. An Alternative Means of Compliance request shall be presented concurrently to the City Council as part of a residential tentative subdivision map or land use entitlement application that is submitted to the City.

4. **Report Required**. The request shall be accompanied by a report demonstrating economic equivalence and either: 1) why it is not feasible for the applicant to construct affordable units within the development project; or 2) that the proposed alternative exceeds the City's affordable requirement.. The report shall include

independent data, including financial information.

B. **Alternatives.** The following alternatives may satisfy the requirements of this Chapter:

1. In-Lieu Fee.

   a. A developer may satisfy the affordable housing requirement by paying an in-lieu fee for each market-priced unit.

   b. The method of calculating the in-lieu fee is specified in LMC 3.26.050.

   c. Whenever the number of affordable units required to be constructed includes a fraction of a unit, the payment of a proportional in-lieu fee shall satisfy that partial unit requirement.

   d. The applicable fee rate shall be determined at the time of building permit application unless otherwise agreed to in the project's low-income housing agreement.

2. Dedication of Land.

   a. A developer may satisfy the affordable housing requirement by dedicating to the City a parcel of land suitable for development of housing units equal to or exceeding the number of affordable units required to be provided in compliance with this section.

   b. The General Plan designation and zoning designation on the land proposed for dedication shall be consistent with the intended use of the property for affordable housing at the appropriate density, and there shall be direct access to improved streets and utilities.

3. Alternative Affordable Plan.

   a. A developer may satisfy the requirements of this Chapter through an alternative affordable plan.

   b. The alternative affordable plan shall meet the following requirements:

      i May only be considered as part of a Development Agreement between a developer and the City of Livermore;

      ii The Development Agreement may only allow for the following deviations from this Chapter:

         (a) Timing of affordable unit construction.

         (b) Quantity of affordable units.

         (c) Affordability Level of affordable units.

         (d) Comparability of affordable units.

         (e) Location of affordable units.

         (f) Bonding Structure and timing.

         (g) Deed Restriction Term for Rental Units.

      iii Shall not conflict with affirmatively furthering fair housing and state housing requirements.

11.70.050 Performance Measures

All affordable units required as part of this Chapter shall meet the following performance measures. Each performance measure is applied to affirmatively further fair housing, in compliance with state housing law.

A. **Timing of Construction.** The developer shall construct the affordable units concurrently with all other units.

B. **Comparability of Units.** Affordable and market-rate units in the same development project shall not be distinguishable from one another and shall have the same features and characteristics, as follows:

1. Unit type (e.g. townhouse, flat, loft, duplex, etc.)
2. Size, as determined by habitable square footage.
3. Bedroom count.
4. Bathroom count.
5. Interior finishes and fixtures.
6. Access to common areas and amenities such as a community pool, gym, and open space.
7. Floor and wall treatments.
8. Exterior appearance.
9. Size, amount, and location of parking.
10. Laundry facility location, size, and type.
11. Kitchen facility features, including quality of cabinetry and countertops.
12. Open space quantity and type (e.g. common vs. private).

C. **Minimum Unit Size.** Notwithstanding the requirements for comparability of units, the affordable units shall meet or exceed the gross floor areas specified in the following table:

Table 11.70-1 Minimum Gross Floor Areas

Number of Bedrooms	Units Reserved for Rent	Units Reserved for Sale
Studio unit	450 square feet	600 square feet
One bedroom unit	500 square feet	750 square feet
Two bedroom unit	750 square feet	900 square feet
Three bedroom unit	1,000 square feet	1,000 square feet
Four bedroom unit	1,200 square feet	1,250 square feet

D. **Location and Integration.**

1. Distribution. The developer shall construct affordable units in locations uniformly dispersed throughout the project site.
2. Concentration. Each building within a multi-building project shall contain a representative proportion of the total required affordable units.
3. Arrangement. All affordable units shall be arranged on the project site in a similar manner as all market-rate units, including proximity to amenities, vistas, and open

space.

4. Grouping. Within a building, all affordable units shall not be grouped together, and shall be located in a manner similar to all market-rate units.

E. **Tenant Services Requirement.** Rental projects in excess of 50 units shall include resident services space and provisions for on-site resident services (i.e., childcare, senior services, or mobility services) sufficient to meet the needs of the population housed as determined by the Director.

11.70.060 Implementation

A. **Plans.** The affordable unit locations, quantities, and affordability levels required by this Chapter shall be identified on a tentative map, site plan, affordable plan, and/or other affordable exhibit approved by the Director.

B. **Security.** The developer shall provide security to satisfy the affordable housing requirement before approval of a final map, improvement plan, Master Plan, or Building Permit as determined by the Director. The security shall be one or a combination of the following:

1. A performance bond to cover the construction costs for all required affordable units and related improvements and amenities;

2. Other appropriate security approved in writing by the Director.

C. **Low Income Housing Agreement.** The project applicant shall enter into a Low Income Housing Agreement in a form provided by the City, to be recorded against the property before issuance of building permits or recordation of a final map, as determined by the Director. The agreement shall include the following:

1. Fifty-Five-Year Restriction. The affordable units required as part of this Chapter shall be deed restricted as affordable for a minimum of 55 years, unless otherwise authorized by an Alternative Affordable Plan, as described in Section 11.70.040(B)(3).

2. Site Plan. The Low Income Housing Agreement shall include an approved tentative map, site plan, or affordable plan showing locations, quantities, and affordability levels of all required affordable units.

3. Administrative Cost Recovery. The Low Income Housing Agreement for for-sale residential projects shall include provisions that allow the City to charge the developer for administrative costs associated with selling the affordable housing units.

4. Monitoring. The Low Income Housing Agreement shall include provisions that allow the City to regularly inspect and monitor project compliance after construction is completed. Monitoring costs incurred by the City shall be borne by the developer.

5. Legal Documents. The Low Income Housing Agreement shall reference all required legal documents, including but not limited to Promissory Note, Deed of Trust, Regulatory Agreement and any other document, as determined by the Director.

D. **For Sale Prices**. The maximum purchase price for all for-sale Affordable units shall be adopted annually by City Council resolution.

E. **For Sale Deed Restriction**. For-sale units shall be encumbered in a manner acceptable to the City, so that if a buyer resells the reserved unit within the restricted time period for a

price in excess of the inflation-adjusted purchase price, then the excess profit will be returned to the City for use in affordable housing programs.

F. **For Rent Prices**. The maximum monthly rental rates for low-income households shall be adopted annually by City Council resolution.

G. **For Rent Marketing and Management**. The rental units shall be marketed and made available through an application process directed by the City, and the development shall be managed by an experienced management company acceptable to the City.

H. **Additional Fees.** Affordable units shall not be charged additional costs or fees that are not charged to market-priced units.

I. **Unit Eligibility.** Employees or family members of the developer or developer's property management agent may not be eligible to apply for the affordable units.

11.70.070 Commercial and Industrial Development

The developer is required to pay the affordable housing fee established in compliance with Chapter 3.26 LMC.

11.70.080 Enforcement

Enforcement provisions regarding this section are specified in Chapter 9.20 (Enforcement).

1719865.2

1871822.1

Chapter 11.80: Residential Development on Non-Residential Properties

Sections:

11.80.010 Purpose and Enabling Authority
11.80.020 Eligibility Criteria
11.80.030 Processing Requirements
11.80.040 Expiration of Governing Regulations.

11.80.010 Purpose and Enabling Authority

A. The purpose of this Chapter is to summarize the requirements of Gov't Code § 65852.24 governing residential and mixed-use development projects on non-residential properties, and to supplement these requirements with guidelines and procedures for processing applications under this law. Gov't Code § 65852.24 was added to the Government Code by SB 6 (2022).

B. Ambiguities or gaps in this Chapter shall be resolved first by reference to Gov't Code § 65852.24. In the event of any conflict between Gov't Code § 65852.24 and this Chapter, Gov't Code § 65852.24 shall govern.

11.80.020 Eligibility Criteria

A. **Project Criteria**. A residential project shall be deemed an allowable use on a parcel that is within a zone where office, retail, or parking are a principally permitted use if it complies with all of the following:

1. Ground Floor Commercial. At least one half (50%) of the ground floor square footage of each proposed building is designated for commercial or office use.

2. Site Requirements. Located on a site that meets all of the following standards:

   a. Parcel Size. 20 acres or less, unless the site is a regional mall, as defined in Gov't Code § 65912.101(r), in which case the site is not greater than 100 acres;

   b. Use. A legal parcel where office, retail, or parking are a principally permitted use; and

   c. Proximity to Industrial. Not a site or adjoined to a site in which 1/3 of the uses or more are dedicated to industrial use, meaning that the current use is industrial, has been most recently permitted as industrial, or has been identified as a industrial site by the General Plan before January 1, 2022. For purposes of this subdivision, parcels only separated by a street or highway shall be considered to be adjoined.

3. Density. At least 30 units/acre.

B. **Site and Development Criteria**. A residential or mixed-use project on a non-residential property developed under this Chapter shall conform to the following requirements:

1. Rental Term. All units created under this chapter are required to be rented for terms of longer than 30 days.
2. Development Standards. Subject to the standards and requirements applicable to the processing and permitting of a housing development in a zone that allows at least 30 units/acre
3. Design Standards. Consistent with the Mixed-Use and Multifamily Objective Design Standards.
4. Process Standards. Consistent with all applicable process requirements in Chapter 9.
5. Sustainable Community Strategy. Consistent with the City's Climate Action Plan and Active Transportation Plan.
6. Labor. Compliant with the labor standards and skilled and trained workforce requirements identified in Gov't Code § 65852.24(b)(8)(A) and (B), including, but not limited to, meeting certain requirements for construction worker employment and prevailing wages, among others.

11.80.030 Processing Requirements

A. **Tenant Notice and Relocation Assistance**. Applicant shall provide written notice of the pending application to each commercial tenant on the parcel when the application is submitted and shall provide relocation assistance to each eligible commercial tenant located on the site in accordance with Gov't Code § 65852.24(c).

B. **State Code Consistency**. The California Environmental Quality Act (CEQA), provisions of the Housing Accountability Act (Gov't Code § 65589.5), Density Bonus law (Chapter 11.40), obligations to affirmatively further fair housing, affordable housing laws (Chapter 11.70), the City's building demolition requirements, and tenant protection laws continue to apply to projects proposed under this chapter.

C. **Streamlining Ineligibility**. A project subject to this chapter shall not be eligible for streamlining pursuant to Chapter 11.61 (Streamlined Review in Residential Zoning Districts) or Gov't Code § 65913.4 if it meets either of the following conditions:

1. The site had previously been developed pursuant to Chapter 11.61 or Gov't Code § 65913.4 with a project of 10 units or fewer; or
2. The developer of the project, or any person acting in concert with the developer, has previously proposed a project pursuant to pursuant to

Chapters 11.61 or Gov't Code § 65913.4 of 10 units or fewer on the same or an adjacent site

11.80.040 Expiration of Governing Regulations.

Gov't Code § 65852.24 will remain in effect until January 1, 2033, and as of that date is repealed. This Chapter will remain in effect until the repeal of § 65852.24; upon repeal of those sections this Chapter shall be of no further effect.

1871827.1

Chapter 11.90: Mobile Homes and Mobile Home Parks

Sections:

11.090.010 Purpose, Enabling Authority, and Conformance
11.090.020 Mobile Homes Outside of Mobile Home Parks
11.090.030 Mobile Home Parks

11.090.010 Purpose, Enabling Authority, and Conformance

A. The purpose of this Chapter is to summarize the requirements of Health and Safety Code §§ 18300 through 18307 governing Mobile Homes and Mobile Home Parks, and to supplement these requirements with guidelines and procedures for processing applications under this law.

B. Ambiguities or gaps in this Chapter shall be resolved first by reference to Health and Safety Code §§ 18300 through 18307. In the event of any conflict between Health and Safety Code and this Chapter, Health and Safety Code §§ 18300 through 18307 shall govern.

C. Mobile homes, mobile home parks, trailer parks, travel trailer parks, and recreation trailer parks, where permitted, shall conform to Title 25 of the California Code of Regulations and the additional provisions of this Chapter.

11.090.020 Mobile Homes Outside of Mobile Home Parks

A. Design Standards. A Mobile Home located outside of a mobile home park shall comply with the same architectural standards required for single-family dwellings in the City of Livermore Design Standards and Guidelines.

B. Development Standards. A Mobile Home located outside of a mobile home park shall comply with the development standards of the zoning district in which the Mobile Home is located.

11.090.030 Mobile Home Parks

The following requirements apply to areas zoned for mobile home parks.

A. Location Where Permitted. Mobile Home Parks may be located in any Residential Zoning District.

B. Maximum Density. Maximum density for mobile home parks shall not exceed the density permitted by the applicable zoning district where the mobile home park is located.

C. Development Standards. The following standards apply to mobile home parks, no other Development or Design Standards shall be used during the course of Mobile Home Park review:

a. **Parking requirements**. The overall parking ratio shall be two parking spaces for each mobile home lot. At least one parking space shall be

provided on, or immediately adjoining to, each mobile home lot, in compliance with Chapter 4.04 (Parking Standards). Guest parking shall be provided in a location near the vehicular entrance to the park.

b. **Pedestrian access**. There shall be provided a system of landscaped pathways to be used exclusively by pedestrians. Pathways shall serve all mobile home lots and all buildings used in common. In the event such pathways are provided adjacent to driveways, the pedestrian pathway shall be at a grade height at least four inches higher than the adjacent driveway.

c. **Perimeter Walls.** The following screening shall be allowed around the entire perimeter of the mobile home park.

   i. A solid masonry wall not less than six feet high shall be placed across the street frontage (but not within the street frontage yard).

      1. Screening landscaping shall be planted in the street frontage yard, located in front of the masonry wall but behind a curb (or other protective device), to soften the view of the wall;

      2. Screening landscaping shall include fast-growing, wide-spreading trees planted and irrigated at an average spacing of 40 feet on center, clustered at appropriate locations to intensify the screening effect;

      3. Pedestrian and vehicular access shall be provided along at least one property frontage; and

      4. All masonry walls and landscaping shall comply with Livermore Development Code Figure 4.13 pertaining to vehicle site lines.

d. **Signage.** A Mobile Home Park shall be allowed one Monument Sign with the following criteria:

   i. Placement: Shall be located within the street frontage setback area and set back at least five feet from all property lines.

   ii. Height: Four feet maximum, including supporting structure.

   iii. Size: 16 square feet maximum.

   iv. Design: Shall be externally up or down lit, shall not be internally illuminated, shall have extruded letters with reveals of at least two inches, and shall include a stone or concrete base.

e. **Utilities.** All utilities, except those owned, operated, and maintained by a public utility, shall be installed underground.

f. **Use.** Mobile Home Parks shall be used for residential purposes only.

g. **Common Structures**. Common structures such as offices, gyms, recreation centers, etc. for the communal use of all Mobile Home Park residents shall comply with all objective Development and Design

standards of the underlying zoning district.

h. **Accessory Structures**. Accessory Structures used for personal or individual use of one Mobile Home Park resident shall comply with all Accessory Structure standards listed in Livermore Development Code Section 4.02.030.

D. Review Procedure. A Mobile Home Park shall be reviewed and approved consistent with all requirements of Livermore Development Code Chapter 9. The Mobile Home Park shall be classified as a residential use.

E. Other laws, regulations and ordinances. All applicable County and State laws and regulations concerning the development and operation of mobile home parks shall be observed. Nothing contained in this Chapter shall be construed to abrogate, void, or minimize other pertinent requirements of law.

1871826.1

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING LIVERMORE DEVELOPMENT CODE PART 9 PERMITS AND APPROVALS (SECTIONS: 9.07.020 APPLICABILITY, 9.07.030 (TABLE 9.3 REVIEW AUTHORITY FOR SITE PLAN AND DESIGN REVIEW), AND 9.07.040 APPLICATION FILING, PROCESSING, AND REVIEW), AND PART 10 SUBDIVISIONS (SECTIONS: 10.01.050 (TABLE 10.1 SUBDIVISION REVIEW AUTHORITIES), AND 10.02.050 TENTATIVE MAP PUBLIC HEARING AND ACTION)

As the availability of housing across California has failed to meet demand and concerns about housing affordability have increased, state legislation to spur and incentivize residential development has increased.

Beginning in 2015, the state began issuing regulations and passing new laws aimed at reducing barriers to housing production. The state has taken an increasingly active role in legislating the housing permitting process since then and has passed over 100 new laws in just the past 5 years.

In 2023, in conformance with state housing requirements, the City Council adopted Livermore's 2023-2031 Housing Element, which contains a series of policies that seek to implement and codify state housing law, further production of all housing types, streamline the housing permit review process, establish Objective Design Standards, and update the Livermore Development Code (LDC).

City staff has worked on and proposes for adoption a comprehensive update of the LDC to incorporate various state housing laws and increase project review streamlining. This update creates a new Part 11 Housing chapter in the LDC to provide regulations, standards, and review procedures for various types of housing and mixed-use development projects in the City and brings the LDC into compliance with state housing law, as well as provides additional housing-related updates to the LDC pertaining to project streamlining and public noticing, consistent with Housing Element policy ("Project").

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

Section 1. *Recommendation*. The Planning Commission held a duly noticed public hearing on June 3, 2025, to consider adoption of the Project and by its Resolution No. 20-25, attached hereto as Exhibit A, recommended that the City Council approve the Project.

Section 2. *Public Hearing*. Prior to taking action on the Project, and at a properly noticed public hearing, the City Council of the City of Livermore reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony; and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is

based on the Record Evidence, which is incorporated into this Ordinance by reference.

The City Council has considered the findings made in Planning Commission Resolution No. 20-25, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them herein, and based upon the City Council's own independent review of the Record Evidence and considerations, it adopts this Ordinance. [Resolution Nos. 17-25 (CEQA) and 20-25 (Project)]

Section 3. *Environmental.* The City Council has adopted Resolution No. [_____] finding the project to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Section 4. *Ordinance*. Part 9 Permits and Approvals (Sections: 9.07.020 Applicability, 9.07.030 (Table 9.3 Review Authority For Site Plan and Design Review), and 9.07.040 Application Filing, Processing, and Review), and Part 10 Subdivisions (Sections: 10.01.050 (Table 10.1 Subdivision Review Authorities), and 10.02.050 Tentative Map Public Hearing and Action) of the Livermore Development Code are hereby amended as set forth in Exhibit B, attached hereto. In Exhibit B, the deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language.

Section 5. *Consistency.* The ordinance is consistent with the Livermore General Plan, any applicable specific plan, and the Livermore Development Code.

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

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

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

Section 9. *Severability.* If any part of this ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on July 14, 2025, by the following vote:

AYES:
NOES:

ABSENT:
ABSTAIN:

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor Marchand, City of Livermore

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou _____
Katherine Mirassou
Assistant City Attorney

Exhibit A - Planning Commission Resolution No. 20-25
Exhibit B - Ordinance

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL OF DEVELOPMENT CODE AMENDMENT (DCA) 23-001 FOR HOUSING-RELATED UPDATES TO THE DEVELOPMENT CODE PERTAINING TO PROJECT REVIEW STREAMLINING AND PUBLIC NOTICING

The City initiated an application for Development Code Amendment (DCA) 23-001 for amending Development Code Part 9 Permits and Approvals (Sections: 9.07.020 Applicability, 9.07.030 (Table 9.3 Review Authority For Site Plan and Design Review), and 9.07.040 Application Filing, Processing, and Review), and Part 10 Subdivisions (Sections: 10.01.050 (Table 10.1 Subdivision Review Authorities), and 10.02.050 Tentative Map Public Hearing and Action), to increase project review streamlining and provide noticing requirements for staff level project approvals ("Project").

On June 3, 2025 the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED, with respect to Development Code Amendment (DCA) 23-001, the Planning Commission of the City of Livermore finds based on the information presented:

1. The amendment is internally consistent with all other provisions of the General Plan; and

   Response: This Project implements General Plan Housing Element policy that calls for updates to the Development Code to streamline the regulatory approval process for housing developments.

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

   Response: This Project ensures the City's local development procedures are consistent with Livermore Housing Element policy to streamline the regulatory approval process for housing developments.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and adopted a resolution finding the Project to be exempt from the California Environmental Quality Act.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of this Resolution. Based upon the Planning Commission's independent review of the Record Evidence and considerations, the Planning Commission recommends that the City Council approve Development Code Amendment (DCA) 23-001 to amend Development Code Part 9 Permits and Approvals (Sections: 9.07.020 Applicability, 9.07.030 (Table 9.3 Review Authority For Site Plan and Design Review), and 9.07.040 Application Filing, Processing, and Review), and Part 10 Subdivisions (Sections: 10.01.050 (Table 10.1 Subdivision Review Authorities), and 10.02.050 Tentative Map Public Hearing and Action), to increase project review streamlining and provide noticing requirements for staff level project approvals, in substantial conformance with Exhibit A attached hereto, and with added language to Table 9.3 referencing the Mixed-Use and Multifamily Objective Design Standards and its applicable projects. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language.

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

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

On the motion by Vice Chair Kronzak, seconded by Commissioner Anderson, the foregoing Resolution was passed and adopted at the Planning Commission meeting of June 3, 2025, by the following vote:

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

Yolanda Fintschenko, Chairperson

By _____ FOR

by Steve Riley, Planning Manager
Secretary to the Planning Commission

EXHIBIT A – Redlines for Development Code Part 9 Permits and Approvals (Sections: 9.07.020 Applicability, 9.07.030 (Table 9.3 Review Authority For Site Plan and Design Review), and 9.07.040 Application Filing, Processing, and Review), and Part 10 Subdivisions (Sections: 10.01.050 (Table 10.1 Subdivision Review Authorities), and 10.02.050 Tentative Map Public Hearing and Action)

9.07.020 Applicability

A. **When required**. Site Plan and Design Review shall be required for all of the following construction or development activities:
   1. All structures erected to accommodate any of the land use activities listed in Part 3 (Specific to Zones), except for those specified in Subsection B (Exemptions), below.
   2. Before the issuance of a Building or Grading Permit for any construction activities identified in Table 9.3 (Review Authority for Site Plan and Design Review), below.

B. **Exemptions**. The following are exempt from the requirement for a Site Plan and Design Review:
   1. A development for which a Site Plan and Design Review has been previously granted under the conditions of a Conditional Use Permit, Variance, or Zoning Use Permit, issued in compliance with this Development Code;
   2. Any fence, wall, or other dividing structure in a residential zone district erected in compliance with this Development Code;
   3. ~~Non-Transect zone.~~Single Family Residential. A new single-family residence, or an addition to an existing single-family residence located in a ~~non-Transect~~residential zone;
   4. ~~Transect zone.~~Small Multifamily Residential. A new ~~single~~multi-family ~~residence~~residential project, or an addition to an existing ~~singlefamily residence located in a Transect zone, provided a Zoning Clearance has been obtained; and~~multifamily residential project, of two units or less;
   5. Accessory structures in compliance with Section 4.02.030;
   6. ADUs. Accessory Dwelling Units in compliance with Chapter 11.30;
   7. SB9 Units. Units in compliance with Chapter 11.50.

C. **Referral to Director.** The Building Official shall refer to the Director all applications for Building or Grading Permits subject to the requirements of this Chapter.

D. **Compliance with Chapter required.** Building or Grading Permits or Certificates of Occupancy shall not be issued until the requirements of this Chapter have been met.

Table 9.3 Review Authority For Site Plan and Design Review			
	Role of Review Authority[1]		
Type of Construction Activity	**Administrative Design Review (Minor Review)[2]**	**Commission (Major Review)**	**Council (Major Review)**
Construction of New Nonresidential Development. Construction of any structure erected to accommodate any of the land use activities as specified in the Applicability Section above (9.07.020)		Decision	Appeal
Additions to Existing Nonresidential Structures – Minor. 1. Additions to existing nonresidential structures where the addition matches the existing architecture, colors, and materials, up to 50 percent of existing floor area or 50,000 square feet, whichever is less. 2. Additions of less than 15 percent of existing floor area to existing nonresidential structures where the addition does not match the existing architecture, colors or materials.	Decision	Appeal	Appeal
Additions to Existing Nonresidential Structures – Major. 1. Additions to existing nonresidential structures greater than or equal to 50 percent of the existing floor area, or 50,000 square feet, whichever is greater. 2. Additions to existing nonresidential structures greater than 15 percent of the existing floor area, where the addition does not match the existing architecture, colors, or materials. 3. Additions to existing nonresidential structures greater than 15 percent of the existing floor area, where the addition noticeably affects the view from a major street.		Decision	Appeal
Planned Developments. All Planned Developments with a Site Plan and Design Review component in compliance with Chapter 3.04.		Recommends	Decision

~~Condominium, Duplex, or Multifamily~~Residential Development~~. Any new~~ – Level I Initial construction~~, exterior addition to,~~ or modification ~~to, or alteration~~ of any ~~existing structure which is used in whole or in part as a condominium, duplex, or a~~ single-family or multifamily ~~residence~~residential project containing ~~two, three,~~39 or ~~four~~fewer units~~.~~ (4 parcels or less).	Decision	Appeal	Appeal
~~Condominium and Multifamily Developments.~~ Residential Development – Level II Initial construction~~, exterior additions to, alterations of,~~ or modification ~~to an existing structure which is used in whole~~of: 1) Any single-family or ~~in part as a condominium or a~~ multifamily ~~residence~~residential project containing ~~five~~between 40 and 149 units outside of a Specific Plan or Neighborhood Plan (149 parcels or less); or 2) Any single-family or multifamily residential project containing 40 or more units~~.~~ within a Specific Plan or Neighborhood Plan (149 parcels or less).		Decision	Appeal
~~Major Residential and Non-Residential Subdivisions. Any map that creates five or more parcels.~~Residential Development – Level III Initial construction or modification of any single-family or multifamily residential project containing 150 or more units outside of a Specific Plan or Neighborhood Plan.		Recommends	Decision
~~Minor Subdivisions.~~ Subdivision – Level I (Parcel Map) Any Map that creates four or fewer parcels.	Decision	Appeal~~Decision~~	Appeal
~~Parcel Map Waivers.~~Subdivision – Level II (Tentative Map – Minor) Any Map that creates between 5 and 149 parcels.	~~Decision~~	Decision~~Appeal~~	Appeal

Subdivision – Level III (Tentative Map – Major) Any Map that creates 150 or more parcels.		Recommends	Decision
New landscape/ hardscape plans. New landscape/hardscape plans for the initial landscaping of all public and private development projects including public landscape projects along major roads as designated by the General Plan, along arroyos, and on City-owned property.		Decision	Appeal
Sign Permits. Proposals for any sign associated with an approved project or signs under an approved master sign program in compliance with Chapter 4.06.	Decision	Appeal	Appeal
Master Sign Programs. Master sign programs in compliance with Chapter 4.06.		Decision	Appeal
Minor Changes. Minor changes that do not involve an increase in structure area or height, an increase in the number of dwelling units, or an intensity of use may be approved by the Director in compliance with Section 9.12.080 (Changes to an Approved Project).			
Mixed-Use and Multifamily Objective Design Standards. Shall apply to all new mixed-use and multifamily residential projects that contain more than ten (10) residential units, unless otherwise prohibited by state law.			
Note:			
[1] "Recommend" means that the review authority makes a recommendation to a higher decision-making body; "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Chapter 9.15 (Appeals).			
[2] The review authority may defer action and refer the request to the next higher review authority for the final decision.			

9.07.040 Application Filing, Processing, and Review

A. **Application filing**.
   1. An application for a Site Plan and Design Review shall be filed and processed in compliance with Chapter 9.01 (Application Processing Procedures).
   2. The application shall include the information and materials specified in the Department handout for Site Plan and Design Review applications, together with the required fee in compliance with the Planning Fee Schedule.
   3. It is the responsibility of the applicant to provide evidence in support of the findings required by Section 9.07.050 (Findings and Decision), below.

B. **Review with other land use applications**. If the project for which the request for Site Plan and Design Review is being made also requires some other discretionary approval (e.g., Conditional Use Permit, etc.), the applicant shall file the information required by Subsection A. (Application filing), above, together for concurrent review with the application for discretionary approval.

C. **Application review**. Each application for a Site Plan and Design Review shall be reviewed to ensure that the application is consistent with the purpose of this Chapter; applicable development standards and regulations of this Development Code; and the City's Design Standards and Guidelines.
   1. A Site Plan and Design Review is initiated when the Department receives a complete application package including the required information and materials specified in the Department handout and any additional information required by the applicable review authority in order to conduct a thorough review of the proposed project.
   2. Upon receipt of a complete application the applicable review authority shall review the design, location, site plan configuration, and the effect of the proposed development on adjacent properties by comparing the project plans to established development standards, regulations, and applicable design guidelines/policies.
   3. During the course of the review process, the review authority may require the submittal of additional information or revised plans.
      a. The applicant shall be notified in writing of any revisions or additional information required and shall submit the requested information to the Department within 180 days after the date of the notice or within the period of time designated by the review authority.
      b. Failure to submit the required information within the 180-day period or within the period of time designated by the review authority may be cause for denial.
   4. After the Site Plan and Design Review application has been deemed complete in compliance with Section 9.01.070 (Initial Review of Application), the review authority shall either approve or deny the Site Plan and Design Review application and, if approved, may impose conditions deemed reasonable and necessary to protect the public health, safety and

general welfare and ensure compliance with this Chapter and various regulations of the City.

D. **On-site inspection**. An application for a Site Plan and Design Review may require that the Director perform an on-site inspection of the subject parcel before confirming that the request complies with all of the applicable criteria and provisions specified in this Chapter.

E. **Public hearing, environmental review, and appeal provisions**.

1. Administrative Design Review. A public hearing shall not be required for an Administrative Design Review on a Site Plan and Design Review application.
2. Concurrent Application. A public hearing shall be required for the Director's, Commission's, or Council's decision on a Site Plan and Design Review application, only if being processed concurrently with another discretionary approval (e.g., Conditional Use Permit, Variance, etc.) requiring a public hearing. Notice of the hearing shall be given and the hearing shall be conducted in compliance with Chapter 9.17 (Public Hearings).
3. Environmental Review. A public hearing shall be required for any Site Plan Design Review application that requires a California Environmental Quality Act Negative Declaration or Environmental Impact Report pursuant to California Public Resources Code Division 13, Articles 6 and 7.
   a. Administrative Design Review. The Commission, and Council as applicable, shall be the review authority for any Administrative Design Review that requires a California Environmental Quality Act Negative Declaration or Environmental Impact Report.
4. Appeals. The review authority's decision may be appealed, in compliance with Chapter 9.15 (Appeals).

F. **Public Noticing.**

1. For a Level 1/Level II/Level III – Residential Development project not requiring a public hearing, the project applicant shall post a notice of application to the project site as follows:
   a. Notice shall be posted onsite within fifteen (15) business days of application submittal date and remain onsite until the City makes a determination on the project, or the application is withdrawn;
   b. Notice language shall include the words "Notice of Development Application", the project application number(s), and a brief project description including the size, type, and number of buildings proposed;
   c. On sites less than one (1) acre, a 4-square-foot notice sign not to exceed 6 feet in height is required;
   d. On sites one (1) acre or larger, a 32-square-foot notice sign not to exceed 8 feet in height is required;
   e. Notice sign shall be placed on the project site within 25 feet from the primary street frontage and shall comply with Livermore Development Code Figure 4.13 pertaining to vehicle site lines;
   f. Bottom edge of notice sign should be staked at a height between 3 feet and 4 feet above grade;

~~3.~~g. Notice sign shall be properly maintained, and should not be attached to telephone poles, fences, or trees.

Table 10.1 Subdivision Review Authorities					
		Role of Review Authority[1]			
Type of Decision	**Applicable Division or Section**	**Director**	**City Engineer**	**Commission**	**Council[2]**
Amendments to Approved Tentative and Tentative Parcel Maps and Conditions	10.02.120	Decision		Decision/ Appeal	Appeal
Amendments to Recorded Maps	10.03.070		Decision	Appeal	Decision/ Appeal
Certificates of Compliance	10.04.020	Decision		Appeal	Appeal
Condominiums (with Final Maps)					
Non-Residential Condominiums	10.07	Recommend		Recommend	Decision
Residential Condominiums	10.08	Recommend		Recommend	Decision
Condominium Conversions					
Non-Residential Condominium Conversions	10.09	Recommend		Recommend	Decision
Residential Condominium Conversions	10.10	Recommend		Recommend	Decision
Extensions of Time – Tentative and Tentative Parcel Maps	10.02.110	Decision		Decision/ Appeal	Appeal
Final Maps	10.03				Decision
Improvement Agreements	10.05.070		Decision		Appeal
Lot Line Adjustments	10.04.030		Decision	Appeal	Appeal
Parcel Mergers	10.04.040		Decision	Appeal	Appeal
Reversion to Acreage Maps	10.04.050		Decision	Appeal	Appeal
Subdivision Improvement Plans	10.05.040		Decision	Appeal	Appeal
Subdivision – Level I (Parcel Map)	10.02.050 & Table 9.3	Decision		Appeal	Appeal
Subdivision – Level II (Tentative ~~Maps, Vesting Tentative Maps~~Map – Minor)	10.02.050 & Table 9.3	~~Recommend~~		Decision~~Recommend~~	Appeal~~Decision~~
Subdivision – Level III (Tentative ~~Parcel Maps~~Map – Major)	10.02.050 & Table 9.3	~~Recommend~~		Recommend ~~Decision~~	Decision ~~Appeal~~

Wavier of Parcel Maps	10.03.020		Decision	Appeal	Appeal
		[1] "Recommend" means that the Review Authority makes a recommendation to a higher decision making body; "Decision" means that the review authority makes the final decision on the matter; "Appeal" means that the review authority may consider and decide upon appeals to the decision of an earlier decision-making body, in compliance with Chapter 9.15 (Appeals).			
		[2] Decisions of the Council may not be appealed.			

10.02.050 Tentative Map Public Hearing and Action

A. **Public hearings – when required.**

1. Public Hearing. A public hearing shall be required for all Subdivision – Level II and Subdivision – Level III projects, as identified in Table 9.3 Review Authority For Site Plan and Design Review.

~~1.~~ Appeals. Any Subdivision – Level I that is appealed to the Planning Commission ~~and~~or City Council ~~hearings.~~

~~a. The Commission and Council shall hold a public hearing on the tentative map for a major subdivision for which a final or parcel map will be filed.~~

~~b.~~2. ~~The Commission~~ shall ~~hold~~require a public hearing ~~on a tentative map for a minor subdivision for which a parcel map will be filed.~~ pursuant to LDC Chapter 9.15.

~~2. If a decision regarding a minor subdivision is appealed from the Commission to the Council, the Council shall hold a public hearing.~~

3. Environmental Review. A public hearing shall be required for any subdivision application that requires a California Environmental Quality Act Negative Declaration or Environmental Impact Report.

B. **Public hearings – notice.** Unless otherwise specified in this Development Code, notice of a public hearing shall be given as specified in this Section (Sections 66451.3(a), 65090, 65091).

1. When. Notice shall be given at least 10 days before the hearing.
2. Contents.
   a. The notice shall include the date, time, and place of the hearing, the identity of the hearing officer or body, a general explanation of the matter to be considered, and a general description by text or diagram of the location of the property.
   b. The notice shall also include the following: "If you challenge the proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Commission or Council at, or before, the public hearing" (Sections 65094, 65009(b)(2)).
3. Manner.
   a. Notice shall be given in the manner required by Government Code Sections 65090 and 65091 which is summarized as follows:
      1) Publication once in a newspaper of general circulation;
      2) Mailing or delivery to the property owner and project applicant;
      3) Mailing or delivery to each local agency expected to provide roads, schools, sewage, streets, water, or other essential facilities or services to the proposed project; and
      4) Mailing or delivery to all owners of real property located within 300 feet of the exterior boundaries of the subject property. If the number of owners exceeds 1,000, the City may instead publish notice of at least one-eighth page in a newspaper of general circulation.

b. In addition, the City may give notice in any other manner it deems necessary or desirable.
c. If the proposed project is a conversion of residential real property to a condominium, community apartment, or stock cooperative, notice shall be given to each tenant of the property (Sections 66451.3, 66452.5(e)).

4. Continued hearings. A public hearing may be continued from time to time and, if continued to a specific date, time and place, no new notice is required (Section 65095).
5. Appeal or request for modification. If a decision under this Development Code is appealed or if a subdivider requests a change in a condition of approval either before or after a final or parcel map is filed, notice of the appeal or request shall be given in compliance with Chapter 9.17 (Public Hearings).
6. Staff reports. A report of recommendation on a tentative map by the Director shall be in writing and provided to the subdivider and to each tenant in the case of a proposed condominium, community apartment project, or stock cooperative, at least three days before any hearing or action (Section 66452.3).
7. Costs. The subdivider is responsible for the costs incurred in giving proper notice (Sections 66451.3(c), 66452.3).
8. Substantial compliance.
    a. Substantial compliance with these notice requirements is sufficient.
    b. A technical failure to comply shall not affect the validity of any action taken in compliance with the procedures specified in this Section (Section 65093).

C. **Review by other agencies**.

1. Agency located within three miles.
    a. A local agency with service boundaries located within three miles of a proposed subdivision may make recommendations to the City regarding a tentative map if it does so within 15 days after the notice and map are mailed by the City.
    b. A local agency which desires to make recommendations shall file with the City a written request and map indicating the territory in which it wishes to make recommendations (Sections 66453, 66455.1).
2. State Department of Transportation. The State Department of Transportation may make recommendations regarding a tentative map if the proposed subdivision is located within one mile of a State highway routing and if the recommendations are submitted to the City within 15 days after the notice and map are mailed by the City (Sections 66413.7, 66455).
3. School districts. Within five days after the application for a tentative map is accepted as complete, the Director shall send a notice of the filing to the governing board of any affected school district.
    a. The notice shall contain information about the location, number of units, density, and other relevant information.
    b. Within 15 working days after the notice was mailed, the board may submit to the City a report and recommendation regarding the proposed subdivision and its impact on the school district.

c. Failure of the school district to respond within the 15-working-day period is considered a recommendation for approval (Section 66455.7).
d. If the proposal shows an area for a public school site, the City shall notify the State Department of Education.
e. The notice shall include the identification of an existing or proposed runway within a distance specified by Education Code Section 17215 (Section 66455.9).

4. Water supplier. Within five days after a tentative map application is accepted as complete, the Director shall send a copy of the application to the City's Water Resources Department (Section 66455.3)

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE LIVERMORE DEVELOPMENT CODE FOR INTERNAL CONSISTENCY WITH NEW PART 11 HOUSING AND AMENDING PART 9 PERMITS AND APPROVALS AND PART 10 SUBDIVISIONS

As the availability of housing across California has failed to meet demand and concerns about housing affordability have increased, state legislation to spur and incentivize residential development has increased.

Beginning in 2015, the state began issuing regulations and passing new laws aimed at reducing barriers to housing production. The state has taken an increasingly active role in legislating the housing permitting process since then and has passed over 100 new laws in just the past 5 years.

In 2023, in conformance with state housing requirements, the City Council adopted Livermore's 2023-2031 Housing Element, which contains a series of policies that seek to implement and codify state housing law, further production of all housing types, streamline the housing permit review process, establish Objective Design Standards, and update the Livermore Development Code (LDC).

City staff has worked on and proposes for adoption a comprehensive update of the LDC to incorporate various state housing laws and increase project review streamlining. This update creates a new Part 11 Housing chapter in the LDC to provide regulations, standards, and review procedures for various types of housing and mixed-use development projects in the City and brings the LDC into compliance with state housing law, as well as provides additional housing-related updates to the LDC pertaining to project streamlining and public noticing, consistent with Housing Element policy ("Project").

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

Section 1. *Recommendation*. The Planning Commission held a duly noticed public hearing on June 3, 2025, to consider adoption of the Project and by its Resolution No. 21-25, attached hereto as Exhibit A, recommended that the City Council approve the Project.

Section 2. *Public Hearing*. Prior to taking action on the Project, and at a properly noticed public hearing, the City Council of the City of Livermore reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony; and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Ordinance by reference.

The City Council has considered the findings made in Planning Commission Resolution No. 21-25, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them herein, and based upon the City Council's own independent review of the Record Evidence and considerations, it adopts this Ordinance. [Resolution Nos. 17-25 (CEQA) and 21-25 (Project)] (Project Resolution is attached hereto as Exhibit A.)

Section 3. *Environmental*. The City Council has adopted Resolution No. [_____] finding the project to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3).

Section 4. *Ordinance*. The Livermore Development Code is hereby amended as set forth in Exhibit B, attached hereto. In Exhibit B, the deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language.

Section 5. *Consistency.* The ordinance is consistent with the Livermore General Plan, any applicable specific plan, and the Livermore Development Code.

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

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

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

Section 9. *Severability.* If any part of this ordinance is declared unconstitutional or invalid by a court, such unconstitutionality or invalidity shall not affect any remaining parts.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor Marchand, City of Livermore

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A - Planning Commission Resolution No. 21-25
Exhibit B - Ordinance

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING APPROVAL OF DEVELOPMENT CODE AMENDMENT (DCA) 23-001 FOR VARIOUS DEVELOPMENT CODE AMENDMENTS TO ENSURE INTERNAL CONSISTENCY

The City initiated an application for Development Code Amendment (DCA) 23-001 for amending various Development Code sections for internal consistency with new Part 11 Housing and amendments to Part 9 Permits and Approvals and Part 10 Subdivisions ("Project").

On June 3, 2025 the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED, with respect to Development Code Amendment (DCA) 23-001, the Planning Commission of the City of Livermore finds based on the information presented:

1. The amendment is internally consistent with all other provisions of the General Plan; and

   Response: This Project implements various Development Code amendments to ensure internal consistency with new Part 11 Housing and amendments to Part 9 Permits and Approvals, and Part 10 Subdivisions

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

   Response: This Project simply implements various Development Code amendments for internal consistency.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and adopted a resolution finding the Project to be exempt from the California Environmental Quality Act.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of

this Resolution. Based upon the Planning Commission's independent review of the Record Evidence and considerations, the Planning Commission recommends that the City Council approve Development Code Amendment (DCA) 23-001 for the various Development Code amendments to ensure internal consistency, attached hereto as Exhibit A. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Development Code, which publication shall only reflect the final language.

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

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

On the motion by Vice Chair Kronzak, seconded by Commissioner Anderson, the foregoing Resolution was passed and adopted at the Planning Commission meeting of June 3, 2025, by the following vote:

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

Yolanda Fintschenko, Chairperson

FOR

by Steve Riley, Planning Manager
Secretary to the Planning Commission

EXHIBIT A – Development Code internal consistency amendments

Universal edits:

- References to Part 11 (Definitions) becomes Part 12 (Definitions).
- References to Part 12 (Zoning Map) becomes Part 13 (Zoning Map).
- Replace "Secondary Dwelling Unit" and code reference 6.03.120 with "Accessory Dwelling Unit" and code reference Ch. 11.30.
- Replace "Farmworker Housing" with "Agricultural Employee Housing."

PREAMBLE

Part 1, p. x:
Part 11: Housing
This Part sets forth the objective development, design, and operating standards for specific types of multifamily residential and mixed use development projects in residential and commercial areas, and provides standards and guidance on the review and processing of such applications.

Part ~~11~~**12**: Definitions
This Part provides the definitions used throughout the Code.

Part ~~12~~**13**: Zoning Map
This Part provides the Zoning Map.

Part 1, p. xii:
Add new level to Step 5 of the Expanded Process Diagram: **If your project is for any of the housing use types covered in Part 11: Housing or is subject to streamlined review under State law, consult the appropriate chapter in Part 11 to determine what standards apply and how your application may be reviewed different from Livermore's typical process.**

PART 1: INTRODUCTION

Page 1-3:
1.01.040 Applicability of the Development Code
This Development Code applies to all land uses, subdivisions, and development within the City of Livermore, as follows:
F. Conflicting requirements:
1. Development Code requirements. If different requirements within this Development Code conflict, the provisions of Part 3 control over Parts 4 and 5, ~~and~~ the provisions of Part 6 control over Parts 3, 4 and 5**, and the provisions of Part 11 control over Parts 3, 4, 5, and 6**.

PART 2: GENERAL TO ALL

Page 2-6:
2.01.020 Site Planning and Subdivision Design Standards for All Zones
C. Parcel design.
5. Parcel configuration.
b. Street frontage required.
(1) Each proposed parcel shall have frontage on a public street **unless specified otherwise by this Development Code**. (An alley is not considered a street for the purposes of this Subparagraph.)

PART 3: SPECIFIC TO ZONES

Page 3-7:
3.02.020 Applicability
The requirements of this Chapter shall apply to all proposed development within Transect-based zones, and shall be considered in combination with the standards for the applicable zone in Part 4 (General to Zones), Part 5 (Specific to Building Types), ~~and those in~~ Part 6 (Specific to Uses)**, and those in Part 11 (Housing)**. If there is a conflict between any standards, the provisions of Part 3 (Specific to Zones) control over Parts 4 and 5, ~~and~~ the provisions of Part 6 control over Parts 3, 4 and 5**, and the provisions of Part 11 (Housing) control over Parts 3, 4, 5, and 6**.

Page 3-13:
3.02.070 T3 Neighborhood (T3N) Standards
A. Purpose
This Zone's primary purpose is to allow additions and new development that respect and protect the integrity and quality of the neighborhoods adjacent to Downtown.
This zone allows new additions and single-family houses to be built in scale and character with the existing neighborhood, subject to a Zoning Clearance. Carriage house units, **Accessory Dwelling Units, Junior Accessory Dwelling Units, Two-Unit Residential Developments, and Urban Lot Splits** provide additional housing opportunities within these walkable neighborhoods **when the standards contained in Part 11 (Housing) are met**.

Page 3-15:
3.02.070 T3 Neighborhood (T3N) Standards
G. Required Parking
Spaces
Residential Uses. **Unless otherwise required for an ADU/JADU or Two-Unit Residential Development, parking minimums are as follows:**
Studio or 1 Bedroom: 1 space/unit min.
2+ Bedroom: 2 spaces/unit min.

Page 3-16:
3.02.070 T3 Neighborhood (T3N) Standards
H. T3N Use Table
Land Use Type
Residential
Add the following Permitted Uses to the T3N Use Table:
Accessory Dwelling Unit (footnote #5)
Junior Accessory Dwelling Unit (footnote #5)
Two-Unit Development and/or Urban Lot Split (footnote #6)
Add the following footnotes to the table in this section:

Footnote 5: Permitted if in compliance with the standards of Chapter 11.30 (ADUs and JADUs).
Footnote 6: Permitted if in compliance with the standards of Chapter 11.50 (Two-Unit Residential Developments and Urban Lot Splits).

Page 3-19:
3.02.080 T4 Neighborhood (T4N) Standards
G. Required Parking
Spaces
Residential Uses. **Unless otherwise required by the standards contained in Part 11 (Housing), parking minimums are as follows:**
Studio or 1 Bedroom: 1 space/unit min.
2+ Bedroom: 2 spaces/unit min.

Page 3-21:
3.02.080 T4 Neighborhood (T4N) Standards
I. T4N Use Table
Land Use Type
Residential
Add the following Permitted Uses to the T4N Use Table:
Accessory Dwelling Unit (footnote #5)
Junior Accessory Dwelling Unit (footnote #5)
Two-Unit Residential Development and/or Urban Lot Split (footnote #6)
Add the following footnotes to the table in this section:
Footnote 5: Permitted if in compliance with the standards of Chapter 11.30 (ADUs and JADUs).
Footnote 6: Permitted if in compliance with the standards of Chapter 11.50 (Two-Unit Residential Developments and Urban Lot Splits).

Page 3-24.1:
3.02.090 T4 Neighborhood-Open (T4N-O) Standards
G. Required Parking
Spaces
Residential Uses. **Unless otherwise required by the standards contained in Part 11 (Housing), parking minimums are as follows:**
Studio or 1 Bedroom: 1 space/unit min.
2+ Bedroom: 2 spaces/unit min.

Page 3-24.2:
3.02.090 T4 Neighborhood-Open (T4N-O) Standards
H. T4N-O Use Table
Land Use Type
Residential
Add the following Permitted Uses to the T4N-O Use Table:

Accessory Dwelling Unit (footnote #4)
Junior Accessory Dwelling Unit (footnote #4)
Add the following footnote to the table in this section:
Footnote 4: Permitted if in compliance with the standards of Chapter 11.30 (ADUs and JADUs).

Page 3-27:
3.02.100 T4 Main Street-Open (T4MS-O) Standards
G. Required Parking
Spaces
Residential Uses. **Unless otherwise required by the standards contained in Part 11 (Housing), parking minimums are as follows:**
Studio or 1 Bedroom: 1 space/unit min.
2+ Bedroom: 2 spaces/unit min.

Page 3-28:
3.02.100 T4 Main Street-Open (T4MS-O) Standards
H. T4MS-O Use Table
Land Use Type
Residential
Add the following Permitted Uses to the T4MS-O Use Table:
Accessory Dwelling Unit (footnote #3)
Add the following footnote to the table in this section:
Footnote 3: Permitted if in compliance with the standards of Chapter 11.30 (ADUs and JADUs).

Page 3-31:
3.02.110 T4 Main Street (T4MS) Standards
G. Required Parking
Spaces
Residential Uses. **Unless otherwise required by the standards contained in Part 11 (Housing), parking minimums are as follows:**
Studio or 1 Bedroom: 1 space/unit min.
2+ Bedroom: 2 spaces/unit min.

Page 3-32:
3.02.110 T4 Main Street (T4MS) Standards
H. T4MS Use Table
Land Use Type
Residential
Add the following Permitted Uses to the T4MS-O Use Table:
Accessory Dwelling Unit (footnote #3)
Add the following footnote to the table in this section:

Footnote 3: Permitted if in compliance with the standards of Chapter 11.30 (ADUs and JADUs).

Page 3-35:
3.03.020 Applicability
The requirements of this Chapter shall apply to all proposed development within Non-Transect-based zones, and shall be considered in combination with the standards for the applicable zone in Part 4 (General to Zones) and those in Part 6 (Specific to Uses). If there is a conflict between any standards, the provisions of Part 3 (Specific to Zones) control over Part 4, ~~and~~ the provisions of Part 6 control over Parts 3 and 4**, and the provisions of Part 11 (Housing) control over Parts 3, 4, and 6**.

Page 3-38:
3.03.030 Residential Rural (R-R) Zone
I. R-R Use Table
Land Use Type
Residential
~~Dwelling: Secondary Unit~~
Add the following Permitted Uses to the R-R Use Table:
Accessory Dwelling Unit (footnote #3)
Junior Accessory Dwelling Unit (footnote #3)
Two-Unit Development and/or Urban Lot Split (footnote #4)
Add the following footnotes to the table in this section:
Footnote 3: Permitted if in compliance with the standards of Chapter 11.30 (ADUs and JADUs).
Footnote 4: Permitted if in compliance with the standards of Chapter 11.50 (Two-Unit Residential Developments and Urban Lot Splits).

Page 3-40:
3.03.040 Suburban Residential (R-S) Zone
G. R-S Use Table
Land Use Type
Residential
~~Dwelling: Secondary Unit~~
~~Couplet~~
Add the following Permitted Uses to the R-S Use Table:
Accessory Dwelling Unit (footnote #3)
Junior Accessory Dwelling Unit (footnote #3)
Two-Unit Development and/or Urban Lot Split (footnote #4)
Add the following footnotes to the table in this section:
Footnote 3: Permitted if in compliance with the standards of Chapter 11.30 (ADUs and JADUs).
Footnote 4: Permitted if in compliance with the standards of Chapter 11.50 (Two-Unit Residential Developments and Urban Lot Splits).

Page 3-42:
3.03.050 Residential Low Density (R-L) Zone
G. R-L Use Table
Land Use Type
Residential
~~Dwelling: Secondary Unit~~
Add the following Permitted Uses to the R-L Use Table:
Accessory Dwelling Unit (footnote #3)
Junior Accessory Dwelling Unit (footnote #3)
Two-Unit Development and/or Urban Lot Split (footnote #4)
Add the following footnotes to the table in this section:
Footnote 3: Permitted if in compliance with the standards of Chapter 11.30 (ADUs and JADUs).
Footnote 4: Permitted if in compliance with the standards of Chapter 11.50 (Two-Unit Residential Developments and Urban Lot Splits).

Page 3-44:
3.03.060 Multiple Family Residential (MFR) Zone
G. MFR Use Table
Land Use Type
Residential
~~Dwelling: Secondary Unit~~
Add the following Permitted Uses to the MFR Use Table:
Accessory Dwelling Unit (footnote #2)
Add the following footnotes to the table in this section:
Footnote 2: Permitted if in compliance with the standards of Chapter 11.30 (ADUs and JADUs).

Page 3-45:
3.03.070 Suburban Multiple Residential (RG) Zone
I. RG Use Table
Land Use Type
Residential
Add the following Permitted Uses to the RG Use Table:
Accessory Dwelling Unit (footnote #2)
Add the following footnotes to the table in this section:
Footnote 2: Permitted if in compliance with the standards of Chapter 11.30 (ADUs and JADUs).

Page 3-55:
3.03.110 Commercial Office (CO) Zone
G. CO Use Table
Land Use Type

Residential
Add the following Permitted Uses to the CO Use Table:
Low Barrier Navigation Center

Page 3-57:
3.03.120 Professional Office (CP) Zone
G. CP Use Table
Land Use Type
Residential
Add the following Permitted Uses to the CO Use Table:
Low Barrier Navigation Center

Page 3-67
3.03.170 Open Space (OS) Zone
H. OS Use Table
Land Use Type
Residential
~~Farmworker Housing: CUP~~
Add the following Permitted Use to the E Use Table:
Agricultural Employee Housing

Page 3-85:
3.04.050 South Livermore Valley/Agriculture (SLV-AG) Zone
H. SLV-AG Use Table
Land Use Type
Residential
Add the following Permitted Use to the SLV-AG Use Table:
Agricultural Employee Housing

PART 4: GENERAL TO ZONES

Page 4-5:
4.01.020 Applicability
The requirements of this Chapter shall apply to all proposed development and new land uses, except as specified in Chapter 9.16 (Nonconforming Uses), and shall be considered in combination with the standards for the applicable zone in Part 3 (Specific to Zones), ~~and those in~~ Part 6 (Specific to Uses)**, and Part 11 (Housing)**. If there is a conflict between any standards, the provisions of Part 3 control over Part 4 (General to Zones)**,** ~~and~~ the provisions of Part 6 control over Parts 3 and 4, **and the provisions of Part 11 (Housing) control over Parts 3 and 6**.

If there is a conflict between any standards, the provisions of Part 3 control over Part 4 (General to Zones) and the provisions of Part 6 control over Parts 3 and 4.

Page 4-7:
4.02.010 Calculation of Residential Density and Units
D. ~~One accessory dwelling unit per lot may be permitted in the City's single-family residential zoning districts including Planned Unit Developments and Planned Development – Residential districts, subject to the requirements set forth in LDC 6.03.120 (Accessory Dwelling Units).~~ **Accessory Dwelling Units and Junior Accessory Dwelling Units are permitted subject to the requirements set forth in Chapter 11.30 (ADUs and JADUs). Two-Unit Residential Development and/or Urban Lot Splits are permitted subject to the requirements set forth in Chapter 11.50 (Two-Unit Residential Developments and Urban Lot Splits).**
E. Additional density is allowed under the State density bonus law (California Government Code Section 65915). The law provides increased residential densities for projects that guarantee a portion of the housing units will be affordable to very low-, low-, or moderate-income households, provide senior citizen housing, or include child care facilities. See **Chapter 11.40 (Density Bonus)** ~~Section 6.02.030 (Density Bonuses)~~.
G. Accessory Dwelling Units and Junior Accessory Dwelling Units shall not be counted towards residential density calculations. Two-Unit Residential Development and/or Urban Lot Splits are allowed in single family zoning districts regardless of residential density limitations when the requirements of Chapter 11.50 (Two-Unit Residential Developments and Urban Lot Splits) are met.

Page 4-11:
4.02.030 Accessory Structures
B. Exemptions. The standards in this section do not apply to the following unless otherwise stated in the applicable zoning district:
1. ~~Detached accessory dwelling units that conform to the regulations of LDC 6.03.120 (Accessory Dwelling Units).~~ **Accessory Dwelling Units that conform to the regulations of Chapter 11.30 (ADUs and JADUs).**

Page 4-38
4.04.020 Number of Parking Spaces Required
Table 4.6: Automobile Parking Requirements
Residential. **Unless otherwise required by the standards contained in Part 11 (Housing), parking requirements are as follows:**

Page 4-49:
4.05.020 Residential Landscape Standards
C. Mixed-Use and Multifamily Residential Projects subject to compliance with the Mixed-Use and Multifamily Objective Design Standards shall comply with the additional residential landscape standards contained in that document.

PART 5: BUILDING TYPES

Page 5-3:
5.01.020 Applicability
The requirements of this Chapter shall apply to all proposed development within Transect-based zones, and shall be considered in combination with the standards for the applicable zone in Part 3 (Specific to Zones), Part 4 (General to Zones), ~~and those in~~ Part 6 (Specific to Uses), **and Part 11 (Housing)**. If there is a conflict between any standards, the provisions of Part 3 control over Part 4 and 5, ~~and~~ the provisions of Part 6 control over Parts 3, 4 and 5**, and the provisions of Part 11 (Housing) control over Parts 3, 4, and 6**.

Page 5-6:
5.01.030 Carriage House
F. Building Size and Massing
Miscellaneous
Carriage house units that are used as accessory dwelling units shall comply with the standards contained in ~~LDC 6.03.120, Accessory Dwelling Units. No standards listed in this section shall prohibit the construction of an 800-square-foot or less accessory dwelling unit.~~ **Chapter 11.30 (ADU/JADUs).**

PART 6: SPECIFIC TO USES

Page 6-1:
Update Table of Contents to Remove:
Density Bonuses
Emergency Shelters
Farmworkers Housing
Mobile Homes and Mobile Home Parks
Secondary Dwelling Units

Page 6-3:
6.01.010 Intent and Applicability
Update Table 6-1 Zone Applicability to remove:
Density Bonuses
Emergency Shelters
Farmworkers Housing
Mobile Homes and Mobile Home Parks
Secondary Dwelling Units

Page 6-13:
6.02.060 Home Occupations
B. Location. The home occupation shall be located entirely within the primary residence, **accessory dwelling unit, junior accessory dwelling unit,** garage or an accessory structure that meets all current state and/or City code standards for accessory structures.

PART 7 AND PART 8: No changes proposed.

PART 9: PERMITS AND APPROVALS

Page 9-7:
9.01.020 Authority for Land Use and Zoning Decisions
Table 9.2 (Review Authority), below, identifies the review authority responsible for reviewing and making decisions on each type of application required by this Development Code. **Projects subject to the streamlining provisions of any of the chapters within Part 11 (Housing) shall be reviewed in accordance with the standards of that chapter and not subject to any further review identified in Part 9 unless specifically authorized by Part 11 (Housing).**

Page 9-8
Table 9.1 Permits and Approvals
Permits Required by this Development Code

Zoning Clearance. A Zoning Clearance is required to verify a proposed land use or structure complies with the list of activities allowed in the applicable zone and the development standards applicable to the use or structure. **A Zoning Clearance is also used to document compliance with the Mixed-Use and Multifamily Objective Design Standards, when applicable, and with the provisions of any chapter within Part 11 (Housing), when applicable.**

Page 9-11:
9.01.060 Initial Review of Application
A. Review for completeness. **Unless specified otherwise in Part 11 (Housing) based on the type of residential use, t**he Director shall review each application for completeness and accuracy before it is accepted as being complete and officially filed. The Director's determination of completeness shall be based on the City's list of required application contents and any additional information determined by the Director to be necessary to determine project conformance to all applicable policies (see Section 9.01.040 [Application Preparation and Filing], above).

Page 9-37:
9.07.010 Purpose and Intent
B. Intent. The intent of this Chapter is to ensure that all approved site and structural development:
16. Is reviewed and processed in accordance with State law and in compliance with Part 11 (Housing), when appropriate.

Page 9-69:
9.13.060 Director
B. Duties and authority. The Director shall:
2. Perform the duties and functions prescribed in this Development Code, including the review of administrative development projects, in compliance with Table 9.2 (Review Authority), ~~and~~ Table 9.3 (Review Authority for Site Plan and Design Review), **and Part 11 (Housing) as it relates to ministerial and/or streamlined review of certain housing projects,** Government Code Section 65901 et seq., the California Environmental Quality Act (CEQA), and the City's CEQA guidelines;

PART 10: SUBDIVISIONS

Page 10-11:
10.01.050 Advisory Agency
Amend subsections to comply with changes made to Table 10-1 related to recommending authority and decision-making authority.

Page 10-12:
10.01.060 Type of Subdivision Approval Required
Amend subsections to comply with changes made to Table 10-1 related to naming conventions of subdivision types (Level I, II, and III).

Page 10-17:
10.01.100 Exceptions to Subdivision Standards
C. The subdivision of a parcel into two lots in accordance with Chapter 11.50 (Two-Unit Residential Developments and Urban Lot Splits) or the subdivision of a lot into ten (10) or fewer lots in accordance with Chapter 11.69 (Streamlined Review of Eligible Subdivisions) shall only be subject to the standards and requirements of their respective chapters.

Page 10-60:
10.05.020 Applicability of Design and Improvement Standards
The requirements of this Chapter apply as follows.
E. Exceptions.
a. Exceptions to the requirements of this Chapter may be requested and considered in compliance with Subsection B. (Exceptions – Rural Residential Subdivisions with Parcels Over 10 Acres in Area), below.
b. The subdivision of a parcel into two lots in accordance with Chapter 11.50 (Two-Unit Residential Developments and Urban Lot Splits) or the subdivision of a lot into ten (10) or fewer lots in accordance with Chapter 11.69 (Streamlined Review of Eligible Subdivisions) shall only be subject to the standards and requirements of their respective chapters.

PART ~~11~~ 12: DEFINITIONS

Note: Duplicative definitions have been removed from Part 12 (Definitions) if they are now defined in Part 11 (Housing).

~~11~~**12**.01.020 Definitions of Specialized Terms and Phrases Definitions.
All terms used in Part 11 (Housing) are now defined in Chapter 11.20 (Definitions).
For the purpose of this section, the following terms shall be defined as follows:

Definitions for the following terms have been deleted from Part 12 and have been moved to Chapter 11.20 or replaced with a different term.
Affordable to low-income or very-low-income households.
Affordable housing.
Affordable housing project.
Approved nonprofit housing group.
Car share vehicle.
Density bonus.
Density bonus housing agreement.
Dwelling, accessory unit.
Dwelling, secondary unit.
Emergency shelter.
Farmworker housing.
Reserved unit.
Secondary unit.
Supportive housing.
Transitional housing.

PART ~~12~~ 13: ZONING MAP

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Paul Spence, Assistant City Manager

SUBJECT: Public Hearing to adopt a resolution authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement with Ava Community Energy and determining that the agreement is in the City's best interest.

RECOMMENDED ACTION

Staff recommends the City Council adopt two resolutions:

1. Determining the project is exempt from the California Environmental Quality Act (CEQA) because it is consistent with California Public Resources Code section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot, meeting certain characteristics, are exempt from CEQA; and.
2. Authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement between the City and Ava Community Energy in substantially the same form as the draft agreement, subject to the City Attorney's approvals as to form, pursuant to the California Government Code (sections 4217.10 through 4217.18), and determining pursuant to California Government Code section 4217.12 that the agreement is in the City's best interest because the anticipated energy costs will be less than the marginal cost the City would otherwise pay for the consumed energy, which savings will also offset any potential revenue from Ava to place its equipment on City facilities.

SUMMARY

If approved, the City Manager will be authorized to sign a 25-year Renewable Energy & Storage Power Purchase Agreement (PPA) with Ava Community Energy (Ava) to install solar and storage systems at the Civic Center Meeting Hall and Maintenance Service Center. Under the PPA, Ava would own, operate, and maintain the solar generation and storage equipment. The City would pay Ava on a per kilowatt-hour (kWh) basis for solar power generated and a per kilowatt (kW) payment for storage capacity, as defined in the PPA contract. This project will enhance community energy resilience consistent with the City's climate action and emergency operations goals. Additionally, the technical expertise, streamlined procurement process, and operation and maintenance provided by this program reduces costs and risk for the City.

DISCUSSION

Background

Ava Community Energy formed in 2016 as a Joint Powers Authority (JPA) to provide cleaner electricity to customers in Alameda County. Livermore was a founding member jurisdiction of the authority and started receiving electricity from Ava in 2018. Ava implements a Local Development Business Plan (LDBP) that includes several strategies to direct investments throughout Alameda County to expand renewable energy generation, create local jobs, and help member cities reduce greenhouse gas (GHG) emissions. Ava launched the Critical Municipal Facility Resilience Program (program) as part of its LDBP implementation efforts.

The program is designed to address barriers to implementing solar and battery storage projects by providing technical expertise, facilitating procurement, and minimizing operations and maintenance. As opposed to a traditional Power Purchase Agreement (PPA) where a jurisdiction conducts its own procurement and holds a contract directly with the PPA provider, Ava represents multiple jurisdictions and a large portfolio to streamline the procurement process and reduce risk and costs for each jurisdiction. The cost of installation, operations, and maintenance of the solar and battery storage systems is covered through an agreed upon price per kilowatt-hour (kWh) which the jurisdiction pays for power generated and price per kilowatt (kW) of storage capacity.

Solar photovoltaic systems provide clean, renewable electricity to buildings. The battery storage systems store excess energy that the solar panels produce during the day for use at night or when demands are greatest. This can reduce time-of-use charges during peak pricing periods and allow buildings to fully utilize the solar power they produce. Additionally, the systems provide resilience benefits by allowing facilities to continue operating during a power outage using electricity generated and stored onsite, reducing dependence on the electrical grid and diesel generators with limited run-time.

On September 27, 2022, City Council adopted Resolution 2022-162, authorizing the City Manager to pursue deployment of solar and battery systems at critical municipal facilities in partnership with Ava. Upon passage of the City's resolution, an independent engineer conducted upfront assessments of municipal facilities to identify potential roof, structural, or electrical capacity upgrades that might be required to install solar and storage systems. Based on the assessments, the Livermore facilities originally selected for the portfolio included City Hall, Civic Center Meeting Hall, Maintenance Service Center, Police Department, and Water Reclamation Plant.

Ava issued a Request for Offers (RFO) on July 31, 2023, to identify a PPA provider and installation team. Ava selected Green Bridge as the project owner and contractual counterparty in partnership with Gridscape as the solar developer. Together Green Bridge and Gridscape would finance, install, own, operate, and maintain the solar and storage systems.

On February 10, 2025, City Council adopted a Resolution authorizing the City Manager to enter into a PPA with Ava to install solar and battery storage systems at the five facilities listed above. Shortly following City Council's authorization, Green Bridge raised concerns about new Federal policies that created uncertainty around equipment costs and supply chain timelines. They ultimately determined that they could not deliver on the project deadlines and rates established in the PPA and decided to remove themselves from the partnership. As a result, the City Manager did not execute the PPA with Ava.

On May 21, 2025, the Ava Board of Directors authorized Ava staff to negotiate PPAs with each participating city under a modified ownership structure in which Ava, rather than a third party, would finance and own the solar and storage systems for a smaller portfolio of projects. Additionally, due to timeline and financing constraints, Ava could only guarantee nominal cost savings over the lifetime of the contracts, as opposed to the more extensive savings originally proposed by the third party provider. Under this new structure, the two Livermore sites that were determined to be financially and logistically feasible are the Civic Center Meeting Hall and the Maintenance Service Center.

California's Net Energy Metering Policy

California's Net Energy Metering (NEM) law allows solar panel owners to receive credits on their utility bills for excess electricity they generate and send back to the grid. This policy helps offset the cost of electricity that solar customers draw from the grid when the panels aren't producing enough power, such as during nighttime or cloudy days.

The most recent changes to California's NEM policy, known as NEM 3.0, went into effect on April 14, 2023. NEM 3.0 significantly reduced the compensation rates for excess solar energy exported to the grid, reduced flexibility for managing energy costs, and increased costs for solar customers.

Ava and City staff worked to grandfather the Livermore sites in this portfolio under the previous NEM policy (NEM 2.0). Staying under NEM 2.0 will lead to greater financial benefits and flexibility as a solar energy user. In order to maintain grandfathered status, the City's solar and storage systems must be operational by April 2026.

Power Purchase Agreement

The proposed PPA is included in Attachment 3. Ava will finance, install, own, operate, and maintain the solar and storage systems, while the City will pay a price per kWh for power generated and a price per kW of storage capacity. The City's PPA contract conditions with Ava will apply to any other subcontractors.

The revised PPA offer for the City of Livermore comprises a two-site portfolio that will provide approximately 124 kW of solar capacity and 180 kW of storage to the City over a 25-year term (Table 1). Key Terms of the PPA include:

- No upfront capital costs to the City.
- The City will make monthly payments to Ava of $0.235/kWh and $0.210/kWh of solar generation for the Civic Center Meeting Hall and the Maintenance Service Center, respectively, and $20/kW of storage for each site.
- The City's total payments over the 25-year contract, in combination with regular electricity and natural gas bills, will be less than they would be without the project.
- Electrical upgrades and improvements will be made by Ava's contractor and the cost will be included in the City's monthly payments to Ava.

- If the equipment delivers less 85% of the expected annual power output from the system, Ava will make cash payments to the City to offset the City's costs in procuring needed power. This provision provides additional incentive to Ava to maintain the systems in good working order.

- Ava will ensure that all contractors, subcontractors, and employees hired or contracted to perform work on the projects will be paid prevailing wages.

The solar and storage systems will be designed and operated to achieve the following benefits:

1. Provide resiliency back-up power for critical loads in the event of grid outages.

2. Reduce City energy bills through Time-of-Use (TOU) energy and demand charge reductions.

3. Reduce reliance on existing diesel-powered generators, minimizing CO2 equivalent emissions, as well as particulate matter emissions.

4. Manage battery discharge during key Time of Use periods to reduce Ava wholesale energy procurement requirements (i.e., Resource Adequacy capacity requirements).

Table 1. PPA Site Portfolio

No.	**Site**	**Type**	**Solar Capacity (kW DC)**	**Storage Inverter Power (kW)**
1	Civic Center Meeting Hall	Rooftop	58	80
2	Maintenance Service Center	Rooftop	66	100
		Total	124	180

This agreement sets the maximum price the City will pay for energy and battery storage along with annual escalators. If approved by the City Council, the City Manager will be authorized to take all necessary actions to carry out the purpose and intent of the attached resolution, including approving amendments that are in substantial conformance to the proposed agreement or that improve the final rates paid by the City for solar generation and battery storage.

<u>Single Source Procurement</u>

The proposed PPA with Ava, described above, is a single source procurement. Staff recommends that the City utilize California Government Code Section 4217.10, which allows for the expedited procurement of energy conservation projects by municipal agencies as long as the energy project is determined to provide financial savings over the operating lifetime.

Specifically, Code Section 4217.10 et seq. authorizes public agencies to enter into an energy service contract without competitive bidding, provided that there is a two-week public notice before the authorization of the procurement and the cost of the conservation services provided by an energy conservation facility will be less than the anticipated marginal cost of energy that would have been consumed in the absence of the project.

Under this PPA offer, the anticipated cost to the City for the energy provided by the solar and storage facilities under the Ava PPA will be less than the anticipated marginal cost to the public agency of the energy that would have been consumed by the public agency in the absence of those purchases and that the difference, if any, between the fair rental value for the real property and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract.

Project Benefits

This project will support a transition to clean, local power by installing solar and battery storage at two critical municipal facilities. Additionally, the project improves resilience at municipal facilities by allowing them to operate emergency loads using solar and storage technologies during a potential grid outage. For facilities that also have generators, the solar and storage system will operate in parallel with the generators to either support full back-up power or partial back-up via the emergency panel(s) supporting critical loads. In instances where the facility load can be supported by solar and storage systems alone, a microgrid controller will be included to allow for the optimization of the solar and storage generation, reducing overall CO2 emissions.

The technical expertise, streamlined procurement process, and operation and maintenance contracts provided by this program will reduce costs and risk for the City. Installing solar and battery storage projects at critical municipal facilities is consistent with the City's goals to provide well-maintained infrastructure, amenities, and facilities; create a resilient, safe, connected, and prepared city; and be a leader in addressing climate change and protecting the environment.

CEQA Determination

This project is statutorily exempt from further environmental review under the California Environmental Quality Act because it is consistent with California Public Resources Code section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot, meeting certain characteristics, are exempt from CEQA.

FISCAL AND ADMINISTRATIVE IMPACTS

If authorized, the City Manager may sign a 25-year Power Purchase Agreement (PPA) with Ava Community Energy for the installation of solar and battery systems at two facilities. Under this agreement, Ava will own, operate, and maintain the generating equipment, while the City would agree to host the systems and purchase the energy output for 25 years. The PPA covers the cost of the equipment as well as operations, maintenance, and repair and replacement as needed over the life of the contract. Any upgrades needed to accommodate the solar and storage equipment are also included in the cost of the PPA. There are no upfront costs to the City, and a small net positive savings of $28,975 over the 25-year contract.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

1: Lead efforts to implement the updated Climate Action Plan in collaboration with internal and external partners

ATTACHMENTS

1. Resolution - CEQA
2. Resolution - Agreement
3. Exhibit A - Draft Agreement

Prepared by: Tricia Pontau
Sustainability Program Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DETERMINING THAT THE RENEWABLE ENERGY & STORAGE POWER PURCHASE AGREEMENT WITH AVA COMMUNITY ENERGY TO INSTALL, OPERATE, AND MAINTAIN SOLAR AND BATTERY STORAGE SYSTEMS AT CRITICAL MUNICIPAL FACILITIES IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVORNMENTAL QUALITY ACT

The City of Livermore initiated a Renewable Energy & Storage Power Purchase Agreement (Agreement) with Ava Community Energy. Under the Agreement, Ava will pay to install, operate, and maintain solar and battery storage systems at two municipal facilities. The City will pay a price per kilowatt-hour (kWh) for power generated and price per kilowatt (kW) of storage capacity.

On July 14, 2025, the City Council held a duly noticed public hearing to consider the Agreement and staff recommendations, all public comments and testimony, and findings.

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

BE IT FURTHER RESOLVED that the City Council of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, finds that the Agreement is statutorily exempt under the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot, meeting certain characteristics, are exempt from CEQA.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore directs staff to file a Notice of Exemption with the Alameda County Clerk.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Jason R. Alcala
Jason Alcala
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A RENEWABLE ENERGY & STORAGE POWER PURCHASE AGREEMENT WITH AVA COMMUNITY ENERGY TO INSTALL, OPERATE, AND MAINTAIN SOLAR AND BATTERY STORAGE SYSTEMS AT CRITICAL MUNICIPAL FACILITIES

Ava Community Energy (Ava) formed in 2016 as a Joint Powers Authority (JPA) to provide cleaner electricity to customers in Alameda County. Livermore was a founding jurisdiction of the authority and started receiving electricity from Ava in 2018. Ava implements a Local Development Business Plan (LDBP) that includes several strategies to direct investments throughout Alameda County to expand renewable energy generation, create local jobs, and help member cities reduce greenhouse gas (GHG) emissions.

Ava launched the Critical Municipal Facility Resilience Program (program) as part of its LDBP implementation efforts. Under this program, Ava addresses barriers to implementing solar and battery storage projects by providing technical expertise, facilitating procurement, and minimizing operations and maintenance for local jurisdictions.

On September 27, 2022, City Council adopted Resolution 2022-162, authorizing the City Manager to pursue deployment of solar and battery systems at critical municipal facilities in partnership with Ava.

As outlined in the Agreement, Ava will pay for the installation, operations, and maintenance of solar and battery storage systems at the Civic Center Meeting Hall and Maintenance Service Center. The City of Livermore will pay a price per kilowatt-hour (kWh) for power generated and price per kilowatt (kW) of storage capacity.

California Government Code Section 4217.10 allows for the expedited procurement of energy conservation projects by municipal agencies as long as the energy project is determined to provide financial savings over the operating lifetime. Under this Agreement, the anticipated cost to the City for the energy provided by the solar and storage facilities under the Agreement will be less than the anticipated marginal cost to the public agency of the energy that would have been consumed by the public agency in the absence of those purchases and that the difference, if any, between the fair rental value for the real property and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Livermore that prior to taking action, and at a properly noticed public meeting, the City Council reviewed written and oral staff reports, conducted a public hearing and took

testimony, and received into the record all pertinent documents (collectively, the “Record Evidence”). The City Council’s determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the Record Evidence and adopted a resolution finding the project to be exempt from the California Environmental Quality Act.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore as follows:

1. Pursuant to California Government Code section 4217.12, the City Council determines that the agreement is in the City’s best interest based upon its findings after considering the information provided in the staff report and the administrative record before it that the anticipated marginal cost to the City for electrical energy and battery resiliency of this project will be less than the anticipated marginal cost to the City for electrical energy that would have been consumed by the City in the absence of those purchases.

2. The City Council further finds the agreement will reduce the City's energy costs over the lifetime of the contract and support a transition to clean, local power by installing solar and battery storage at key critical municipal facilities. This effort is consistent with the City’s goals to provide well-maintained infrastructure, amenities, and facilities; create a resilient, safe, connected, and prepared city; and be a leader in addressing climate change and protecting the environment.

3. The City Council hereby authorizes the City Manager to execute a Power Purchase Agreement with Ava Community Energy in substantially the same form as the agreement attached hereto as Exhibit A, subject to the City Attorney’s approval as to form, to install, operate, and maintain solar and battery storage systems at critical municipal facilities.

4. The City Manager is further authorized to take all necessary actions to carry out the purpose and intent of this resolution, including approving amendments that are in substantial conformance to the proposed Agreement or that improve the final rates paid by the City for solar generation and battery storage.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 14, 2025, by the following vote:

AYES:
NOES:

ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

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

Exhibit A – *Draft* Renewable Energy & Storage Power Purchase Agreement

AVA COMMUNITY ENERGY – CITY OF LIVERMORE

RENEWABLE ENERGY & STORAGE POWER PURCHASE AGREEMENT

(CRITICAL MUNICIPAL FACILITIES)

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS 1

Section 1.1 Contract Definitions 1

ARTICLE 2 SCOPE OF TRANSACTION; PROJECT SITE ADDENDA 1

Section 2.1 Scope of Transaction 1
Section 2.2 Delivery of Project Energy 2
Section 2.3 Project Site Addenda 2

ARTICLE 3 TERM AND TERMINATION 2

Section 3.1 Effective Date; Term 2
Section 3.2 Early Termination of Projects 2

ARTICLE 4 PROJECT DEVELOPMENT; MILESTONES 4

Section 4.1 Generally 4
Section 4.2 Development Progress Reports 4
Section 4.3 Project Design Approval 4
Section 4.4 Construction Start 5
Section 4.5 Obligation to Interconnect 5
Section 4.6 Commercial Operation. 5

ARTICLE 5 INVOICING AND PAYMENT 6

Section 5.1 Billing and Payment Terms 6
Section 5.2 Monthly Invoices 7
Section 5.3 Payment Terms 8
Section 5.4 Payment Adjustments; Billing Errors 8
Section 5.5 Billing Disputes 8
Section 5.6 Pass Through 8
Section 5.7 Books and Records. 9
Section 5.8 Taxes 9

ARTICLE 6 PROJECT SITE ACCESS; PROPERTY OWNERSHIP 10

Section 6.1 Access Rights 10
Section 6.2 Ownership of Projects 12
Section 6.3 Covenants and Obligations Regarding Liens 12

ARTICLE 7 PROJECT SITE MAINTENANCE 13

Section 7.1 General Covenants 13
Section 7.2 Transmission and Distribution Maintenance Information 13
Section 7.3 Use of Equipment 13
Section 7.4 Insolation 13
Section 7.5 Maintenance of Project Site 14
Section 7.6 No Alteration of Project Site 14

Section 7.7 Project Repair and Maintenance 14
Section 7.8 City-Requested Outages 15
Section 7.9 Use and Payment of Contractors and Subcontractors 15
Section 7.10 Prevailing Wages; Hiring Requirements. 15
Section 7.11 Notice of Hazardous Substances 16

ARTICLE 8 PERFORMANCE GUARANTEES; WARRANTIES 16

Section 8.1 Guaranteed Energy Production 16
Section 8.2 Guaranteed Storage Availability. 17
Section 8.3 Ava Performance Warranties 18
Section 8.4 NO OTHER WARRANTY 18

ARTICLE 9 RECS AND INCENTIVES; OPTIMIZATION SAVINGS 18

Section 9.1 Renewable Energy Credits 18
Section 9.2 Delivery of RECs 19
Section 9.3 Optimization Savings 19
Section 9.4 Grid Services 19
Section 9.5 Storage Management 19

ARTICLE 10 FORCE MAJEURE; BUDGETARY NON-APPROPRIATION EVENT 20

Section 10.1 Force Majeure Event 20
Section 10.2 Termination Due To Force Majeure 20
Section 10.3 Budgetary Non-Appropriation Event 20
Section 10.4 Exercise of City Permitting Authority 21
Section 10.5 No-Fault Termination 21

ARTICLE 11 RELOCATION AND REMOVAL UPON TERMINATION 21

Section 11.1 Relocation Requests 21
Section 11.2 Removal Services 22
Section 11.3 Abandonment 22
Section 11.4 Ava Removal Security 22

ARTICLE 12 MEASUREMENT 23

Section 12.1 Meter 23

ARTICLE 13 DEFAULTS, REMEDIES, AND DAMAGES 23

Section 13.1 Ava Project Defaults 23
Section 13.2 City's Remedies for Ava Project Default 23
Section 13.3 Ava Portfolio Defaults 23
Section 13.4 City's Remedies for Ava Portfolio Default 24
Section 13.5 City Project Default 24
Section 13.6 Ava's Remedies for City Project Default 25
Section 13.7 City Portfolio Default 25
Section 13.8 Ava's Remedies for City Portfolio Default 25

ARTICLE 14 REPRESENTATIONS, WARRANTIES, AND COVENANTS 26

Section 14.1 Ava Representations and Warranties..... 26
Section 14.2 City's Representations and Warranties 26
Section 14.3 General Covenants..... 27
Section 14.4 Covenants of Ava 27

ARTICLE 15 INSURANCE..... 28

Section 15.1 Ava's Insurance 28
Section 15.2 City's Insurance..... 28

ARTICLE 16 INDEMNIFICATION AND LIMITATIONS OF LIABILITY 28

Section 16.1 Indemnity by the Parties..... 28
Section 16.2 Notice and Participation in Third Party Claims 29
Section 16.3 Environmental Indemnification..... 29
Section 16.4 Limitations on Liability..... 29

ARTICLE 17 CHANGE IN LAW; COMPLIANCE EXPENDITURE CAP 30

Section 17.1 Changes in Law 30
Section 17.2 Compliance Expenditure Cap..... 31

ARTICLE 18 ASSIGNMENT AND FINANCING 31

Section 18.1 Assignment..... 31
Section 18.2 Financing and Collateral Assignment 31
Section 18.3 Termination Requires Consent..... 32

ARTICLE 19 CONFIDENTIALITY..... 32

Section 19.1 Confidential Information 32
Section 19.2 Permitted Disclosures..... 32
Section 19.3 Miscellaneous 33
Section 19.4 Goodwill and Publicity..... 33

ARTICLE 20 GENERAL PROVISIONS 34

Section 20.1 Interpretation 34
Section 20.2 Choice of Law; Venue..... 34
Section 20.3 Dispute Resolution 34
Section 20.4 Notices..... 35
Section 20.5 Survival..... 35
Section 20.6 Compliance with All Laws..... 35
Section 20.7 Good Faith & Fair Dealing..... 36
Section 20.8 Cooperation 36
Section 20.9 Construction 36
Section 20.10 Non-Discrimination..... 36
Section 20.11 Non-Exclusive Contract 36
Section 20.12 Further Assurances 36

Section 20.13 Waivers 37
Section 20.14 Non-Dedication of Projects 37
Section 20.15 Service Contract 37
Section 20.16 No Agency, Lease, Joint Venture or Partnership 37
Section 20.17 Account Manager 37
Section 20.18 Entire Agreement, Modification, Severability 37
Section 20.19 Forward Contract 38
Section 20.20 No Third-Party Beneficiaries 38
Section 20.21 Disentanglement 38
Section 20.22 Accountability 38
Section 20.23 Cooperation with Review 38
Section 20.24 Authority 38
Section 20.25 Counterparts 38

Table of Schedules and Exhibits

Schedule I Defined Terms
Exhibit I Expected Annual Contract Quantity and Avoided Utility Cost
Exhibit II Form of Project Site Addendum
Exhibit III City-Specific Terms
Exhibit IV Insurance Requirements
Exhibit V Notices
Exhibit VI Ava Termination Payment Schedule
Exhibit VII City Termination Payment Schedule

RENEWABLE ENERGY & STORAGE POWER PURCHASE AGREEMENT

This Renewable Energy & Storage Power Purchase Agreement (this "**Agreement**") is entered into as of [____], 2025 (the "**Effective Date**") between the City of Livermore, a municipal corporation ("**City**") and Ava Community Energy, a California joint powers authority ("**Ava**"). City and Ava are sometimes referred to herein individually as a "**Party**" and jointly as the "**Parties**".

RECITALS

WHEREAS, City wishes to engage Ava, whether directly or indirectly through one or more subcontractors, to develop, construct, operate, own, and maintain multiple photovoltaic solar Projects (each, a "**Generating Project**", and collectively, the "**Generating Projects**") and battery energy storage Projects (each, a "**Storage Project**", and collectively, the "**Storage Projects**") on a portfolio of Project Sites owned by City, as more particularly described in one or more addenda to be attached hereto and incorporated herein (each, a "**Project Site Addendum**" or "**PSA**");

WHEREAS, Ava desires to sell, and City desires to purchase, the Product on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1
DEFINITIONS

Section 1.1 ***Contract Definitions***. All capitalized terms used in this Agreement shall have the meanings ascribed to them in **Schedule I** to this Agreement.

ARTICLE 2
SCOPE OF TRANSACTION; PROJECT SITE ADDENDA

Section 2.1 ***Scope of Transaction***. This Agreement governs the relationship between City and Ava, as detailed under this Section 2.1. At Ava's discretion, any obligation of Ava under this Agreement may be performed by Ava's affiliates, agents, representatives, contractors, and/or subcontractors acting on Ava's behalf; provided, that Ava shall remain solely responsible for any work performed thereby. City and Ava acknowledge and agree that Ava shall own all Projects, and that Ava has engaged (i) Developer to develop and construct the Projects hereunder and to otherwise perform all obligations set forth in the EPC Agreement, and (ii) Operator to operate and maintain the Projects hereunder and to otherwise perform all obligations set forth in the O&M Agreement (either of Developer and/or Operator, as applicable, a "**Subcontractor**," and together the "**Subcontractors**"). Subject to the terms and conditions of this Agreement and each PSA, during the Term, Ava shall supply and deliver to City all of the Product produced by or associated with each Project, and City shall purchase all such Product at the Contract Price.

Section 2.2 ***Delivery of Project Energy***. Subject to the provisions of this Agreement, with respect to each Generating Project, for the duration of the applicable Delivery Period, Ava shall supply and deliver the Product to the City at the Delivery Point, and City shall accept delivery of the Product at the Delivery Point in accordance with the terms of this Agreement. Ava shall be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Project Energy to the Delivery Point. Title to and risk of loss related to the Project Energy shall pass and transfer from Ava to City at the Delivery Point. City has no obligation to purchase from Ava any Project Energy that is not or cannot be delivered to the Delivery Point as a result of a Planned Outage, Forced Outage or a Force Majeure Event.

Section 2.3 ***Project Site Addenda***. On the Effective Date, the Parties shall populate and attach hereto a PSA substantially in the form attached hereto as **Exhibit II** for each Project Site hereunder, and each PSA shall become part of and is hereby incorporated into this Agreement. The terms of each such PSA shall, in addition to the terms of this Agreement, govern the obligations of each Party with respect to the Projects thereunder. Any reference to this Agreement shall be a reference to this Agreement together with all PSAs, exhibits, attachments, and schedules hereto. In the event of a conflict or inconsistency between the provisions of this Agreement and any PSA, the provisions of the PSA shall control. Each PSA may be amended at any time upon mutual agreement of the Parties confirmed in writing. The Parties agree that any PSA amended in accordance with the foregoing sentence shall supersede any prior PSA to the extent provided in such amendment and shall be effective from the date stated in the amended PSA.

ARTICLE 3
TERM AND TERMINATION

Section 3.1 ***Effective Date; Term***. This Agreement is effective as of the Effective Date and shall end upon the expiration of all Project Terms for each Project contemplated hereunder ("**Term**"). With respect to each Project, the Product supply period ("**Delivery Period**") commences on the Commercial Operation Date of the Project and ends on the twenty-fifth (25th) anniversary of such Commercial Operation Date (the "**Initial Term**"), unless terminated earlier pursuant to the provisions of this Agreement. Thereafter, the term of this Agreement may be extended as it applies to such Project, upon mutual written consent of the Parties, for successive five (5) year periods (each such period, a "**Renewal Term**", and together with the Initial Term, the "**Project Term**"), up to a maximum Project Term of fifty (50) years. Between ninety (90) and one hundred eighty (180) days prior to the end of the Initial Term or any Renewal Term, City shall provide written notice to Ava as to its desire to continue for any subsequent Renewal Term, upon which the Parties shall negotiate in good faith for sixty (60) days the revised terms, if any, applicable to such Renewal Term. After such sixty (60) day period, if the Parties have not mutually agreed upon the terms and conditions applicable to such Renewal Term, then the applicable Project Term will expire at the end of the then-current Initial Term or Renewal Term, as applicable.

Section 3.2 ***Early Termination of Projects***

(a) Early Termination Events. With respect to each Project, prior to the Construction Start Date, the applicable Party specified below shall have the right to withdraw the affected Project from this Agreement upon the occurrence of any of the following events (each, an

"**Early Termination Event**"), so long as the terminating Party provides reasonably sufficient evidence to the other Party demonstrating the occurrence of such event:

(i) Either Party may withdraw an affected Project under this Section 3.2(a) if (A) Ava encounters extraordinary subsurface conditions that were not reasonably anticipated by either Party as of the Effective Date, such as bedrock or water pipes, which have a material adverse impact on the development costs associated with such Project, and such costs cannot be adequately mitigated or eliminated by Ava using commercially reasonable efforts; (B) Ava discovers historical or cultural artifacts on the Project Site and as a result, Ava is unable to perform its obligations under this Agreement in compliance with Applicable Law; or (C) Ava discovers Adverse Environmental Conditions on the Project Site and the terminating Party provides an opinion from an independent third-party consultant that such Adverse Environmental Conditions cannot be adequately mitigated or eliminated by Ava using commercially reasonable efforts.

(ii) Only Ava may withdraw an affected Project under this Section 3.2(a) if (A) the Local Electric Utility denies Ava's application for interconnection or easements necessary to enable the delivery of Project Energy to the Delivery Point, or the Project Site is otherwise disqualified by the Local Electric Utility due to acts or omissions of City, despite Ava's use of commercially reasonable efforts; (B) the EPC Agreement is terminated due to the fault or withdrawal of Developer, despite Ava's use of commercially reasonable efforts to resolve issues with the Developer and/or find a suitable replacement contractor to perform under the EPC Agreement; (C) the AHJ rejects Ava's application for a Governmental Approval on non-administrative or prejudicial grounds, despite Ava's exercise of commercially reasonable efforts; (D) Ava discovers or has reasonable grounds to believe that title to the Project Site is unclear, defective or encumbered by adverse claims, restrictions or Liens, and can provide supporting documentation or evidence of such belief; or (E) any portion of the Project Site is damaged by fire, earthquake, flood or other casualty in a manner that has a material adverse effect on the installation or operation of the Project at the Project Site and such damage cannot be readily remedied.

(b) Procedures. Upon any such withdrawal of a Project due to an Early Termination Event, (1) the applicable PSA shall be deemed withdrawn from this Agreement, (2) neither Party shall have any liability to the other Party with respect to the withdrawn Project other than those that survive this Agreement, and (3) Ava shall have the right to (i) deliver to City a Relocation Request in accordance with Section 11.1, and/or (ii) adjust the Contract Price in accordance with Section 5.1(b). In the case of a claim by City that a Project meets the qualification for an Early Termination Event, Ava may in good faith challenge such a claim in its reasonable judgment. Any disagreement between the Parties regarding the applicability of an Early Termination Event asserted by City shall be subject to the dispute resolution provisions of Section 20.3.

ARTICLE 4
PROJECT DEVELOPMENT; MILESTONES

Section 4.1 ***Generally***. Ava shall, directly or indirectly through Developer, develop, design, engineer, construct, install, and commission each Project in a timely fashion and in accordance with the terms of this Agreement, Prudent Operating Practice, and Applicable Law.

Section 4.2 ***Development Progress Reports***. With respect to each Project, starting on the Effective Date until all Projects hereunder have achieved COD, Ava shall provide quarterly progress reports (a "**Progress Report**") to City which describe Ava's progress in achieving Construction Start and COD for each Project therein. Ava shall also provide City with any reasonably requested documentation (subject to confidentiality restrictions) directly related to the achievement of Construction Start or COD for any Project within twenty (20) Business Days of receipt of such request from City.

Section 4.3 ***Project Design Approval***. With respect to each Project, no later than fifty (50) days prior to the Estimated Construction Start Date, Ava shall deliver to City (i) a design & construction schedule, (ii) all drawings, plans, and specifications for the construction of the Project, and (iii) production estimation reports from Helioscope (or any comparable entity) (the "**Design Plan**"), which shall be subject to approval by City in its reasonable discretion. Within fourteen (14) days following the date on which the Design Plan is received by City, City shall provide written notice to Ava either (a) accepting the Design Plan, or (b) rejecting the Design Plan, along with its commercially reasonable explanation for doing so, including, but not limited to, reference to (x) any operational issues at the applicable Project Site, or (y) substantial revisions to the original draft design plan upon which indicative pricing was based. If City rejects the Design Plan under clause (b) above, within twenty-one (21) days of receipt of City's rejection, Ava, directly or indirectly through Developer, shall modify the Design Plan to address City's objections (such modified plan, the "**Modified Design Plan**") and submit such Modified Design Plan to City for approval in its reasonable discretion. Within fourteen (14) days following the date on which the Modified Design Plan is received by City, City shall provide written notice to Ava indicating its acceptance or rejection of the Modified Design Plan. If City accepts the Modified Design Plan, such Modified Design Plan shall be deemed the applicable Design Plan for such Project. If City rejects the Modified Design Plan, the Parties shall resolve their differences in accordance with the dispute resolution procedures set forth in Section 20.3. Notwithstanding the foregoing, if Ava determines in its reasonable discretion that adherence to the Design Plan review periods and deadlines set forth in this Section 4.3 would render Ava's ability to perform its obligations under this Agreement impossible or infeasible for any Project due to any deadlines for a necessary Governmental Approval or Critical Milestones hereunder, the Parties shall mutually agree in writing to the minimum changes to the deadlines set forth in this Section 4.3 necessary to make this Agreement capable of being performed and administered in accordance with its terms, while attempting to maximize the period during which the Design Plan is capable of being reviewed by City.

(a) Adherence to Applicable Law. Notwithstanding anything to the contrary in this Agreement, the Parties recognize and acknowledge that the Design Plan and Modified Design Plan, if any, shall be subject to the requirements of all applicable permitting and approval processes by the applicable AHJ, and any Design Plan and/or Modified Design Plan may be modified at any time prior to COD as necessary to obtain any required Governmental Approvals.

Section 4.4 ***Construction Start***.

(a) Construction Start. With respect to each Project, "**Construction Start**" shall be deemed to have occurred once (i) Ava and/or Developer, as applicable, has engaged all major contractors and ordered all major equipment and supplies as, in each case, can reasonably

be considered necessary so that physical construction of such Project may begin and proceed to completion without foreseeable interruption of material duration, (ii) Ava has delivered to City, directly or indirectly through Developer, a Design Plan which has been approved by City in its reasonable discretion in accordance with Section 4.3, and (iii) Ava has issued a notice to proceed to Developer that authorizes Developer to mobilize the Project Site and begin physical construction of the Project at the Project Site. The date of Construction Start will be evidenced by and subject to Ava's delivery to City of written notice indicating the occurrence of Construction Start, and the date stated in such notice shall be the "**Construction Start Date**".

Section 4.5 ***Obligation to Interconnect***. Ava shall, at its own cost and expense, negotiate and enter into an Interconnection Agreement and such other agreements with the Local Electric Utility as needed to enable the transmission of Project Energy to the Delivery Points. City shall not be responsible for any costs under the Interconnection Agreement or any other agreements between Ava and the Local Electric Utility, including but not limited to the costs of any upgrades to the Transmission System associated with the interconnection of the Project. In no event shall City be required to maintain the interconnection facilities, including metering facilities, or for the cost and expense associated therewith.

Section 4.6 ***Commercial Operation***.

(a) Commercial Operation Deadline. With respect to each Project, Ava shall cause the Commercial Operation Date to occur no later than the Commercial Operation Deadline.

(b) Force Majeure Delay. If Ava's timely achievement of the Commercial Operation Date is impacted by a Force Majeure Event ("**Force Majeure Delay**"), Ava shall be entitled to extend the Commercial Operation Deadline on a day-for-day basis for the duration of such Force Majeure Delay up to no more than one hundred twenty (120) days ("**FM Delay Cure Period**"), so long as Ava provides to City written notice of a Force Majeure Event in accordance with the requirements set forth in Section 10.1 on or before the Commercial Operation Deadline. For the avoidance of doubt, no Delay Damages shall be owed during such FM Delay Cure Period.

(c) COD Delay Notice; COD Delay Cure Period. Ava shall provide City with advanced notice of any delay in achieving COD by the Commercial Operation Deadline ("**COD Delay Notice**") at least forty (40) days in advance of the Commercial Operation Deadline (or, if Ava's anticipation of such delay does not arise until after such advanced window, then as soon as reasonably practicable following such anticipation arising). If the Project has not achieved COD by the Commercial Operation Deadline (as extended by any FM Delay Cure Period thereto), then Ava may avoid an Ava Event of Default for the duration of the COD Delay Cure Period by passing through to the City the Delay Damages received from Developer pursuant to Section 5.6. Prior to the expiration of the COD Delay Cure Period, as long as Ava has provided the COD Delay Notice to City and passed through all Delay Damages received from Developer in accordance with this Section 4.6(c), Ava's failure to achieve COD by the Commercial Operation Deadline shall not be deemed an Ava Event of Default. Upon either (A) Ava's failure to timely pass through the Delay Damages, or (B) Ava's failure to achieve COD on or prior to the expiration of the COD Delay Cure Period, in each case for any reason other than a Force Majeure Delay or City's fault or negligence, Ava shall be deemed a Defaulting Party pursuant to Section 13.1(a) and City shall have the right to declare an Ava Event of Default and terminate the applicable Project.

(i) *Acknowledgement of Liquidated Damages*. Each Party agrees that (1) the damages that City would incur due to Ava's delay in achieving COD by the Commercial Operation Deadline would be difficult or impossible to predict with certainty, and (2) the prorated Delay Damages passed through pursuant to Section 5.6 are an appropriate approximation of such damages.

(d) COD Confirmation; Commissioning Tests. With respect to each Project, Ava shall (i) take all actions and obtain all approvals necessary to meet the obligations of this Agreement, to develop the Project, and to deliver the Product to City pursuant to the terms of this Agreement, and (ii) use commercially reasonable efforts to cause Developer to comply with all applicable CAISO and Local Electric Utility requirements for pre-operational testing. No later than three (3) Business Days prior to conducting a pre-operational test in connection with Commercial Operation of the Project (a "**Commissioning Test**"), Ava shall notify City of the date on which it intends to retain a Licensed Professional Engineer to conduct such Commissioning Tests. City shall have the right to be present during any such Commissioning Test, and to receive copies of an Installed Capacity Certificate issued by the Licensed Professional Engineer thereafter. Ava may change the date for such Commissioning Tests upon three (3) days' advanced written notice of the Commissioning Test. On or promptly following the Commercial Operation Date (but in no event later than ten (10) Business Days thereafter), Ava shall provide notice to City confirming the occurrence of the Commercial Operation Date.

ARTICLE 5
INVOICING AND PAYMENT

Section 5.1 ***Billing and Payment Terms.***

(a) Calculation of Monthly Payment. On a monthly basis during the Delivery Period, City shall pay Ava a Monthly Payment for all Product delivered hereunder, which shall be calculated in accordance with the following:

(i) With respect to each Project, the "**PV Payment**" shall be determined by multiplying (i) all PV Energy delivered to City at the Delivery Point during the applicable Contract Month by (ii) the Renewable Rate. The "**Storage Payment**" shall be calculated by multiplying (i) the Storage Inverter Power for such Project by the Storage Rate. Notwithstanding the foregoing, the Parties acknowledge and agree that (1) the Renewable Rate and the Storage Rate set forth in the applicable PSA shall be subject to an annual escalation of two percent (2.00%) (the "**Annual Escalator**"), and (2) other than with respect to such Annual Escalator, such Renewable Rate and Storage Rate are to remain fixed for the duration of the Term, except as otherwise set forth in Section 5.1(b) and Section 5.1(c).

(ii) The sum of the PV Payment and the Storage Payment shall constitute the "**Project Monthly Payment**", and the sum of all Project Monthly Payments for all Projects hereunder shall constitute the "**Monthly Payment**".

(b) Adjustments to Contract Price. In the event that any Project is terminated or withdrawn from this Agreement due to an Early Termination Event, a City Event of Default, or a Lawful Permitting Denial Event occurring prior to COD for such Project, or otherwise on or before

the end of the calendar year following COD for such Project, Ava may revise the applicable Contract Price, the amount of which shall be at its sole discretion so long as such revised Contract Price provides the City Portfolio with estimated Total System Benefit of at least one-half percent (0.5%) of City's estimated cumulative Project Site utility expenses during the Term if the Project did not exist (the "**Total System Benefit Target**"). Upon Ava's delivery of written notice to City of such revised Contract Price in accordance with the foregoing, such revised Contract Price shall take effect under this Agreement, and neither Party shall have any liability to the other with respect to the withdrawn Project(s) other than those that survive this Agreement. Any adjustment to the Contract Price pursuant to this Section 5.1(b) shall be effectuated in accordance with the process set forth in Section 2.3.

(c) Monthly Bill Credit. On a monthly basis during the first five (5) years of the Initial Term, Ava shall credit the City in the form of a monthly bill credit to City's monthly invoice, which shall be calculated by multiplying (i) the aggregate Storage Capacity of each Project in the City Portfolio, by (ii) two dollars ($2) per kWh (the product of (i) and (ii), the "**Monthly Bill Credit**"); provided, however, that no Monthly Bill Credit shall be applied during any Contract Month during which any of the following has occurred and is ongoing for the duration of such Contract Month: a (a) City Project Default, (b) City Portfolio Default, (c) Forced Outage, and/or (d) Force Majeure Event (each, a "**Bill Credit Disqualifying Event**"). If a Bill Credit Disqualifying Event only applies to particular Projects and not the entire City Portfolio, the Monthly Bill Credit shall be adjusted on a pro rata basis based on the Storage Capacity of the affected Projects. The Monthly Bill Credit shall be delivered from Ava to City in the form of a bill credit on a monthly invoice issued hereunder which reduces the Monthly Payment owed by the City. Notwithstanding the foregoing in this Section 5.1(c), at any time after the Effective Date, Ava may, at its discretion, (x) eliminate or reduce the Monthly Bill Credit, and/or (y) provide to City one or more lump sum incentive payments in the form of a bill credit, in each case, if Ava reasonably determines that such modification to the bill credits will result in greater estimated Total System Benefit to City; provided, upon City's reasonable request, Ava shall deliver to City documentation and calculations supporting its determination hereunder.

Section 5.2 ***Monthly Invoices***. Ava shall invoice City on a monthly basis, the delivery of which shall be no later than forty-five (45) days following the end of the applicable monthly billing period. Failure to send such invoice within ninety (90) days following the end of the applicable monthly billing period shall relieve the City of any liability for payment of the Product for such month. Such monthly invoices shall provide the following information (collectively, the "**Invoice Information**"): (i) the records of data from the Meter indicating all PV Energy and Discharging Energy, as applicable; (ii) the Monthly Payment owed; and (iii) any Optimization Savings accrued during the month, if any; provided, that if Ava has not received the Invoice Information from Subcontractor within forty-five (45) days following the end of the applicable monthly billing period, Ava may deliver an invoice to City based on historical trends, the amount owed under any such invoice shall be adjusted upon Ava's receipt of the Invoice Information from Subcontractor.

Section 5.3 ***Payment Terms***. Subject to Section 5.5, all amounts due under this Agreement are due and payable net thirty (30) days following receipt of an invoice. If such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date shall be considered late and will bear interest on the unpaid balance. Any

undisputed portion of the invoice amount not paid within such thirty (30)-day period shall accrue interest at the lesser of (x) an annual rate of five percent (5%) or (y) the maximum rate permitted under Applicable Law (the "**Interest Rate**"). All payments shall be made in U.S. dollars.

Section 5.4 ***Payment Adjustments; Billing Errors***. Payment adjustments shall be made if (i) City or Ava discovers any good faith inaccuracies or errors in the Invoice Information that are not otherwise disputed under Section 5.5, or (ii) an adjustment to an amount previously invoiced or paid is otherwise required due to a correction of data. If the required adjustment is in favor of City, City's next Monthly Payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Ava, Ava shall add the adjustment to City's next monthly invoice. Adjustments in favor of either Party shall bear interest at the Interest Rate, until settled in full, accruing from the date on which the adjusted amount should have been due.

Section 5.5 ***Billing Disputes***. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement, or adjust any invoice for any computational error within twelve (12) months of the date of such invoice or adjustment to such invoice was rendered. In the event any invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due pursuant to Section 5.3. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution, along with interest accrued at the Interest Rate, from and including the original due date but excluding the date of payment following resolution. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 5.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent such dispute arises out of any misinformation originating from a third party not affiliated with any Party and such third party corrects its information after such 12-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

Section 5.6 ***Pass Through Damages***. To the extent that Ava receives any Delay Damages, Guaranteed Storage Damages, or Guaranteed Energy Damages from Developer or Operator pursuant to the terms of the EPC Agreement or O&M Agreement, as applicable, Ava shall pass through such amounts (collectively, the "**Pass-Through Damages**") to the City in full, less any reasonably incurred costs by Ava to (i) remedy the underlying default under the EPC Agreement or O&M Agreement, as applicable, (ii) perform any Removal Services at the applicable Project Site, or (iii) collect such amounts from the applicable Subcontractor, including attorneys' fees (such costs, the "**Ava Pass-Through Costs**"). With respect to the Delay Damages only, upon Ava's delivery to the City of the applicable Pass-Through Damages, Ava's obligation to the City with respect to such incurred Delay Damages under this Agreement shall be deemed satisfied in full and any corresponding default hereunder shall be deemed remedied, regardless of the amount of Ava Pass-Through Costs; provided, however, that in no event shall the Ava Pass-Through Costs exceed the amount of Pass-Through Damages. Such Pass-Through Damages shall be passed through from Ava to the City within ninety (90) days of receipt from Subcontractor in the form of a bill credit on a monthly invoice issued hereunder which reduces the Monthly Payment owed by the City.

Section 5.7 ***Books and Records***.

(a) Maintenance of Records. The Parties shall maintain (i) any and all documents and records that demonstrate performance under this Agreement and any lease or license relating to the Projects, (ii) all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents evidencing or relating to charges for services, and (iii) any records of expenditures and disbursements charged to the other Party, for a minimum period of two (2) years, or for any longer period required by Applicable Law, from the date of final payment to Ava pursuant to this Agreement. Unless otherwise required by law or directed otherwise by Ava in writing, an electronic copy of any record shall be deemed an original.

(b) Inspection. Any documents required to be maintained pursuant to this Agreement shall be made available upon reasonable notice for inspection or audit at no cost to the requesting Party, at any time during regular business hours, upon written request by a designated representative of the requesting Party. The non-requesting Party shall provide copies of such documents to the requesting Party for inspection at a time and place that is convenient to the requesting Party.

Section 5.8 ***Taxes***. Each Party shall be responsible for its respective portion of the taxes hereunder; provided, however, that nothing shall obligate or cause either Party to pay or be liable to pay any taxes for which it is exempt under Applicable Law.

(a) City's Taxes. City is responsible for (i) payment of, or reimbursement to Ava for, all taxes assessed on (A) the PV Energy delivered to City at the Delivery Point, and (B) the Storage Inverter Power provided by the Project for the monthly Storage Payment, and (ii) real property taxes for the property where the Project is located, but only for real property taxes arising from City's use of the property and no one else. If City is required by law or regulation to remit or pay taxes that are the responsibility of Ava or Subcontractors hereunder, then within ninety (90) days following written notice from City of the taxes paid and applicable amounts, Ava shall reimburse City for the amount of any such paid taxes. Nothing herein shall obligate or cause City to pay or be liable to pay any taxes for which it is exempt under Applicable Law.

(b) Ava's Taxes. Ava is responsible for payment of, or reimbursement to City for (i) income taxes or similar taxes imposed on Ava's revenues due to the sale of electricity or capacity under this Agreement, and (ii) personal property taxes imposed on the Project, if any.

ARTICLE 6
PROJECT SITE ACCESS; PROPERTY OWNERSHIP

Section 6.1 ***Access Rights***.

(a) Non-Exclusive License. With respect to each Project Site, City hereby grants, subject to the terms of this Section 6.1(a), to Ava and to Ava's affiliates, employees, contractors (the "**Licensees**"), and assignees a non-exclusive, irrevocable, sub-licensable license running with the Project Site (the "**Non-Exclusive License**") for access to, on, over, under, and across the Project Site from the Effective Date until the date that is one hundred eighty (180) days after the earlier of (x) termination of the applicable PSA, or (y) the expiration of the applicable Project Term (the "**License Term**"), for the purposes of performing all of Ava's obligations and

enforcing all of Ava's rights set forth in this Agreement, and otherwise as required by the Licensees in order to effectuate the purposes of this Agreement (including, without limitation, subject to approval by the City in its reasonable discretion as to the specific additional location, the right to use additional space on or near the Project Site as reasonably necessary for the installation, interconnection, operation, maintenance, repair, replacement, and removal of the Project Equipment, Delivery Equipment, and any other additional necessary equipment and appurtenances running between the Project and the Delivery Point).

(b) Notification of Access. The Licensees shall provide proper notice to City and comply with City's site safety and security requirements, as set forth in Attachment A of the applicable PSA, when on the Project Site during the License Term. The Licensees shall provide reasonable advanced notice prior to entry, which shall be no less than fourteen (14) days, to City or his or her designee, of Licensee's intent to first exercise the access rights set forth in this Section 6.1(b); provided, however, in the event of a Forced Outage, Force Majeure Event or other emergency, or if access is required in connection with a City-Requested Outage pursuant to Section 7.8, the Licensees shall provide as much reasonable advanced notice as is practicable under the circumstances prior to such entry. City will not charge rent for such right to access the Project Site. City may delay or deny access to Licensees for good cause by providing written notice of such delay or denial no more than ten (10) days after City receives notice of any Licensee's intent to exercise access rights; provided, however, if City delays or denies access to Licensees for any reason during the applicable Delivery Period, and such delay or denial has a material adverse effect on Ava's ability to satisfy the Guaranteed Energy Production and/or the Guaranteed Storage Availability, a City-Requested Outage shall be deemed to have occurred for the duration of such delay or denial.

(c) Maintenance of License. During the License Term, City shall preserve and protect the Licensees' rights under the Non-Exclusive License and Licensees' access to the Project Site and shall not interfere or permit any third parties under City's control to interfere with such rights or access. Notwithstanding anything to the contrary contained herein, Ava shall have the right to assign or sublicense the Non-Exclusive License to Subcontractors and their agents, employees, and contractors, or to any Financing Party. The Financing Parties are intended third party beneficiaries of City's agreements in the Non-Exclusive License. Upon any rejection or early termination of the Agreement pursuant to any process undertaken with respect to Ava under the United States Bankruptcy Code, at the request of any Financing Party made within ninety (90) days of such termination or rejection, City shall execute a new grant of Non-Exclusive License(s) in favor of the Financing Parties, or their designees, on substantially the same terms as this Non-Exclusive License and in a manner consistent with the City-Specific Terms included as **Exhibit III**. City will not take any action inconsistent with the foregoing.

(d) Rights of Licensees. With respect to each Project, the rights granted to the Licensees pursuant to the Non-Exclusive License for the duration of the License Term shall include the following, without limitation:

(i) The right to use City's water already available and accessible to the Project Site (a) solely for cleaning the Projects in a manner that is not wasteful (it being understood and agreed that the Licensees' right to such water is non-exclusive in that City and other third

parties may also access such water) or (b) as otherwise required by Applicable Law or Governmental Authority;

(ii) The right to connect and use the electrical systems and internet located upon the Project Site and, as reasonably necessary, on nearby property owned or controlled by City, during the installation, construction, and operation of the Project, provided however, that internet access shall be granted under commercially reasonable conditions set forth by and subject to the approval of the applicable City authority, which approval shall not be unreasonably withheld;

(iii) After (a) receipt of written consent from City (not to be unreasonably withheld, delayed or conditioned) on the preferred method, timing, and specific vegetation to be impacted and (b) issuance of any permit required under Applicable Law, the right to remove, trim, prune, top, or otherwise control the growth of any tree, shrub, plant, or other vegetation; and

(iv) After (a) receipt of written consent from City (not to be unreasonably withheld, delayed or conditioned) on the preferred method, timing, and specific objects to be impacted and (b) issuance of any permit required by Applicable Law, the right to remove any object on the Project Site that obstructs, interferes with or impairs the Project or its operations.

(v) In addition to the foregoing, City shall grant the Licensees a non-exclusive license over, across, and upon portions of the real property owned by City that lie outside of the Project Site for the limited purposes set forth in subclauses (i) through (iv).

(e) Memorandum of License. City agrees that Ava, upon request to and approval from City, may record a memorandum of the Non-Exclusive License and Ava's rights under this Agreement, and any amendments, assignments or sublicenses thereto, in each instance in form and substance mutually acceptable to each Party in its reasonable discretion. With respect to each Project, the Parties shall finalize a form of memorandum of license prior to the applicable Commercial Operation Date that can be recorded by Ava in the public land records in the county in which the Project Site is located. Upon termination of this Agreement or any PSA hereunder, with respect to the affected Projects, the Parties shall execute and cause to be recorded a memorandum providing record notice of such termination.

(f) Ground-Mounted Generating Projects. The Parties acknowledge and agree that as of the Effective Date, no Generating Project hereunder is contemplated to be ground-mounted; provided, however, if, during the Term, as a result of a reasonably documented design change for any Generating Project, such Project is redesigned by Ava to be ground-mounted and located within a secured fenced area on the Project Site, City hereby grants to the Licensees an exclusive, sub-licensable license running with the Project Site (the "**Exclusive License**," and together with the Non-Exclusive License, the "**Licenses**") for purposes of the installation, operation, use, and maintenance of the Project on such exclusively licensed area of the Project Site during the License Term.

Section 6.2 ***Ownership of Projects.***

(a) Ownership of Projects; Personal Property. Throughout the Term, Ava shall be the legal and beneficial owner of each Project, and each Project will remain the personal property of Ava and will not attach to or be deemed part of or fixture to the applicable Project Site or any Improvement on which such Project is installed. Each of Ava and City agree that Ava is the tax owner of each Project, and all tax filings and reports shall be filed in a manner consistent with this Agreement. Each Project will at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code.

(b) Notice to City Lienholders. The City shall use commercially reasonable efforts to provide notice to all parties having a Lien on the applicable Project Site or any Improvement on which a Project is installed regarding the ownership of such Project and the legal status or classification of such Project as personal property. If any mortgage or fixture filing against any Project Site could reasonably be construed as prospectively attaching any Project as a fixture on such Project Site, the City shall provide a disclaimer or release from such lienholder.

(c) Fixture Disclaimer. With respect to each Project Site, if the City is the fee owner of such Project Site, City consents to the filing of a disclaimer of any Project thereon as a fixture of the Project Site in the office where records are customarily filed in the jurisdiction where the Project Site is located. If the City is not the fee owner, the City shall obtain such consent from the applicable fee owner. For the avoidance of doubt, in either circumstance Ava shall have the right to file such disclaimer.

Section 6.3 ***Covenants and Obligations Regarding Liens***. The City shall not directly or indirectly cause, create, incur, assume, or suffer to exist any mortgage, pledge, step order, lien (including mechanics, labor or materialmen's lien), charge, security interest, encumbrance or claim (each, a "**Lien**") on or with respect to the Projects or any portion thereof, in favor of any Person other than a Financing Party. Ava shall not directly or indirectly cause, create, incur, assume, or suffer to exist any Lien on or with respect to any equipment or property of City, other than those Liens that Ava is permitted by Applicable Law to place on the City's interest in a Project Site due the City's non-payment of amounts due under this Agreement. If either Party breaches its obligations under this Section 6.3, such breaching Party shall (i) promptly notify the other in writing, (ii) cause any Lien to be discharged and released of record within fifteen (15) days of breaching Party having received written notice thereof, without cost to the other Party, and (iii) indemnify the non-breaching Party against all claims, losses, costs, damages, and expenses, including reasonable attorneys' fees, incurred in discharging and releasing such Lien.

ARTICLE 7
PROJECT SITE MAINTENANCE

Section 7.1 ***General Covenants***. Each Party covenants to and for the benefit of the other Party that throughout the Term:

(a) Each Party shall maintain (or obtain from time to time, as required) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement.

(b) Each Party shall undertake its obligations under this Agreement in compliance with (i) all Applicable Law (including, but not limited to, those related to workplace

safety, employment discrimination, prevailing wage, non-discrimination and non-preference, and conflicts of interest); (ii) Prudent Operating Practices; (iii) all applicable operating policies, criteria, rules, guidelines, tariffs, and protocols of the CAISO and the Local Electric Utility; and (iv) all applicable requirements of the CPUC, CARB, FERC, NERC, and WECC (including WECC Scheduling Practices).

Section 7.2 ***Transmission and Distribution Maintenance Information***. If either Party receives information through CAISO or from the Local Electric Utility regarding maintenance that will have a material adverse effect on the Generating Project or which may result in a Forced Outage, it will provide the information promptly to the other Party.

Section 7.3 ***Use of Equipment***. Ava shall maintain and use all equipment in a safe and workmanlike manner at all times. Ava shall prevent or avoid conducting or permitting activities on, in, or about the Project Site or the Improvements that have a reasonable likelihood of causing damage or impairment, or otherwise adversely affecting the Project, Project Site, or Improvements. Ava shall indemnify City for any loss or damage to the Project, Project Site, or Improvements to the extent caused by or arising out of (i) Ava's breach of its obligations under this Section 7.3 or (ii) the acts or omissions of Subcontractor (or its employees, agents, invitees, or separate contractors) following its failure to cure those actions contemplated under sub-clause (i) or (ii) within sixty (60) Business Days' receipt of City's notice, which shall be provided no later than ten (10) Business Days from City becoming aware of such breach, act, or omission.

Section 7.4 ***Insolation***. City acknowledges that unobstructed access to sunlight ("**Insolation**") is essential to Ava's performance of its obligations and a material term of this Agreement. City shall not cause or permit any interference with the Generating Project's Insolation and to the extent within its reasonable control shall ensure that vegetation on the Project Site adjacent to the Generating Project is regularly pruned or otherwise maintained to prevent interference with the Generating Project's Insolation. City shall provide necessary approvals or acknowledgements to enable the delivery of a shade report from SunEye (or a comparable entity) within the five (5) Business Days prior to the Commercial Operation Date. If the Insolation of the Project is materially reduced during the Term due to new obstructions or vegetation, the Expected Annual Contract Quantity shall be reduced in proportion to the decrease in Insolation. If City discovers any activity or condition that could diminish the Insolation of the Generating Project, City shall immediately notify Ava and cooperate with Ava in preserving and restoring the Generating Project's Insolation levels as they existed on the Effective Date and as allowed by Applicable Law and within the reasonable control of the City.

Section 7.5 ***City Maintenance of Project Site***. City shall, at its sole cost and expense, maintain the Project Sites and Improvements in good condition and repair. City, to the extent within its reasonable control, (i) shall ensure that the Project Sites remain interconnected to the local utility grid at all times, and (ii) shall not permit cessation of electric service to the Projects from the local utility. City is fully responsible for, and shall properly maintain in full working order and good repair, the electrical infrastructure on the City's side of the Delivery Point, including all of City's equipment that utilizes the Project's outputs. City shall cooperate with Ava and Subcontractors to comply with any technical standards of the utility providing electrical power to the City.

Section 7.6 ***No Alteration of Project Site***. City shall inform Ava in writing not less than thirty (30) days prior to making any alterations or repairs to the Project Site (except for emergency repairs) or any Improvement that may have an Adverse Effect on the operation and maintenance of the Project. Thereafter, City shall use commercially reasonable efforts to conduct such repairs, alterations, or Improvements in compliance with any reasonable request by Ava to mitigate such Adverse Effect, which request shall be made by Ava within ten (10) days after having received written notice from City. If any repair, alteration, or Improvement results in a permanent and material adverse economic impact on the Project, City may request relocation of the Project under Article 11 hereof. To the extent that temporary disconnection or removal of the Project is necessary to perform such alterations or repairs, Ava shall use commercially reasonable efforts to perform such work, and any re-connection or re-installation of the Project, at City's cost. Ava shall use commercially reasonable efforts to make any alterations and repairs in a good and workmanlike manner, in compliance with all Applicable Law. For purposes of this Section 7.6, "**Adverse Effect**" means any set of circumstances or facts which impairs or limits the performance of the Project, including, but not limited to, any event, circumstance or fact that could (i) reduce the solar production of the Generating Project, (ii) adversely impact the performance of the Storage Project, (iii) violate the underlying Project Equipment's safety and operating standards, or (iv) void any warranty of the Project or the underlying Project Equipment.

Section 7.7 ***Project Repair and Maintenance***. Ava shall, directly or indirectly through Operator, cause each Project to be operated and maintained in accordance with Prudent Operating Practices for the duration of the applicable Project Term. Ava shall use commercially reasonable efforts to provide City with a read-access account to an online portal for monitoring Project performance during the Project Term. Ava may cause Operator to suspend delivery of electricity from the Project to the Delivery Point for the purpose of maintaining and repairing the Project; provided, that Ava shall cause Operator to use commercially reasonable efforts to (i) minimize any interruption in service to the City and (ii) limit any such suspension of service to weekend or off-peak hours. Scheduled and unscheduled maintenance and repairs shall be undertaken at Ava's sole cost and expense, except that City shall reimburse Ava for the reasonable cost of any repairs or maintenance resulting from damage caused by City, its agents, employees or contractors. Ava will provide to City a written schedule of times when a Project, or a portion thereof, will be unavailable due to planned inspection or maintenance for the Project (each a "**Planned Outage**") for each Contract Year no later than thirty (30) days prior to the first day of the applicable Contract Year. City may provide comments no later than ten (10) days after receiving any such schedule, and Ava will in good faith take into account any such comments. Ava will deliver to City the final updated schedule of Planned Outages no later than ten (10) days after receiving City's comments. Ava shall be permitted to reduce deliveries of Product during any period of such Planned Outages; provided, however, such Planned Outages shall not exceed one hundred twenty (120) hours in any calendar year, plus such additional hours as are reasonably necessary for Ava to comply with maintenance, as required by Applicable Law. Notwithstanding the foregoing, Ava shall be permitted to reduce deliveries of Product during a (i) Forced Outage or (ii) a Force Majeure Event, as the result of either of which, Ava shall provide City written notice of such event, including the anticipated duration, if known. Except to the extent expressly provided under this Agreement, City shall have no obligations or liability with respect to the maintenance or repair of Project Equipment.

Section 7.8 ***City-Requested Outages***. With respect to each Project, upon City's written request, Ava shall cause Operator to take such Project off-line for a total of five (5) days during

each Contract Year (each event a "**City-Requested Outage**" and the five-day period the "**Outage Allowance**"). The Outage Allowance includes all City-Requested Outage hours undertaken by Operator for maintenance or repairs for which City is responsible pursuant to Section 7.7 or requested by City under this Section 7.8 (other than due to the fault or negligence of Ava). City's request shall be delivered at least five (5) days in advance. City is not obligated to accept or pay for electricity from the Project for City-Requested Outages up to the annual Outage Allowance. If City's aggregate hours for City-Requested Outages exceed the Outage Allowance in a given Contract Year, other than due to a Force Majeure Event, Ava shall cause Operator to reasonably estimate the amount of electricity, based on the daily average derived from consumption of Project Energy from the consecutive three (3) weeks immediately preceding the latest City-Requested Outage, that would have been delivered to City during such excess City-Requested Outages, and City shall pay Ava for such amount in accordance with this Agreement.

Section 7.9 ***Use and Payment of Contractors and Subcontractors***. Ava may use properly licensed and qualified contractors and subcontractors to perform its obligations under this Agreement. Ava shall ensure that all contractors and subcontractors are sufficiently qualified and experienced equal to the standard observed by a competent practitioner of the profession in which the consultant or subcontractor is engaged. However, Ava shall be responsible for the quality of the work performed by its contractors and subcontractors. Ava shall pay when due all valid charges from all contractors, subcontractors, and suppliers supplying goods or services to Ava under this Agreement.

Section 7.10 ***Prevailing Wages; Hiring Requirements.***

(a) Prevailing Wage. In accordance with the terms of the EPC Agreement, Ava shall use reasonable efforts to ensure that all contractors, subcontractors, and employees hired or contracted by Developer which will perform construction work or otherwise provide services on any Project Site related to the construction of any Project (such work or services, the "**On-Site Services**," and each such contractor or subcontractor, an "**On-Site Contractor**") are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California law, if any. Nothing in the EPC Agreement shall require Developer or its subcontractors or contractors to comply with, or assume liability created by, inapplicable provisions of any California labor laws.

(b) Hiring Requirements. In accordance with the terms of the EPC Agreement, Ava shall use commercially reasonable efforts to cause Developer and/or each On-Site Contractor to (i) hire individuals who reside in either Alameda County or San Joaquin County for the performance of the majority of total hours spent performing On-Site Services, and (ii) utilize union labor in the performance in On-Site Services.

Section 7.11 ***Notice of Hazardous Substances***. If any Product being offered, delivered or supplied to the City or at the Project Site in connection with this Agreement is listed in the Hazardous Substances list of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the Product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, Ava shall cause Subcontractor to include a Material Safety Data Sheet ("**MSDS**") with delivery or shipment to the Project Site. Each MSDS

shall include the contract/purchase order number and identify the "Ship To Address." Ava shall cause Subcontractor to ensure all shipments and containers comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the Hazardous Substance, name and address of the manufacturer, and the appropriate hazard warning regarding potential physical safety and health hazards.

ARTICLE 8
PERFORMANCE GUARANTEES; WARRANTIES

Section 8.1 ***Guaranteed Energy Production.***

(a) Guaranteed Energy Production. Starting on the second (2nd) Contract Year, during each Performance Measurement Period, Ava shall be required to deliver to City no less than eighty-five percent (85%) of the Expected Annual Contract Quantity set forth on **Exhibit I** (the "**Guaranteed Energy Production**"). For purposes of determining whether Ava has achieved the Guaranteed Energy Production, Ava shall be deemed to have delivered to City the "**Adjusted Energy Production**", which shall consist of (i) all Project Energy (measured in kWh) actually delivered by Ava to City during the applicable Contract Year, and (ii) any energy in the amount it could have delivered to City but was prevented from delivering to City by reason of (A) the occurrence of a Force Majeure Event (so long as such Force Majeure Event was properly declared in accordance with Section 10.1), (B) a Planned Outage, (C) a City-Requested Outage, and/or (D) a Forced Outage ("**Lost Output**"). For each Contract Year, Ava shall be deemed to have achieved the Guaranteed Energy Production if the Adjusted Energy Production is greater than or equal to eighty-five percent (85%) of the Expected Annual Contract Quantity. If Ava fails to achieve the Guaranteed Energy Production amount in any Contract Year, Ava shall pay City Guaranteed Energy Damages calculated in accordance with Section 8.1(b). For purposes of this Section 8.1(a), "**Performance Measurement Period**" means each rolling three (3) Contract Year period starting on the second (2nd) Contract Year (i.e., Contract Years 2, 3, and 4 shall comprise the first such period, Contract Years 3, 4, and 5 shall constitute the second such period, etc.) during the Portfolio Delivery Period (and, for the avoidance of doubt, as first determined after the end of the fourth (4th) Contract Year with respect to the first Performance Measurement Period).

(b) Guaranteed Energy Damages. On or before the fifteen (15th) day of the first monthly billing period of the following Performance Measurement Period, City shall invoice Ava for all Guaranteed Energy Damages accrued, if any, during the preceding Performance Measurement Period, in accordance with the following:

(i) In any Performance Measurement Period, in the event that Ava fails to achieve the Guaranteed Energy Production, Ava shall pay City the Guaranteed Energy Damages accrued during such Performance Measurement Period; provided, however, that Ava shall have no obligation to pay Guaranteed Energy Damages in excess of seventy-five percent (75%) of the applicable PV Payments accrued during such Performance Measurement Period (the "**Guaranteed Energy Damages Cap**"). Guaranteed Energy Damages will be City's sole and exclusive remedy for Ava's failure to achieve the Guaranteed Energy Production.

Section 8.2 ***Guaranteed Storage Availability.***

(a) Guaranteed Storage Availability. With respect to the City Portfolio, during each Contract Year commencing with the second (2nd) Contract Year, Ava shall be required to maintain an Annual Storage Availability greater than or equal to ninety-two percent (92%) (the "**Guaranteed Storage Availability**"). In each Contract Year, the "**Project Annual Storage Availability**" shall be calculated for each Storage Project as a percentage based on the quotient of: (A) (i) the total number of hours in the Contract Year, minus (ii) the total number of hours in such Contract Year during which the Storage Project was unavailable, other than as a result of Excused Storage Event; divided by (B) the total number of hours in the Contract Year. The "**Annual Storage Availability**" shall be calculated as the weighted average Project Annual Storage Availability across the City Portfolio, as adjusted by the Storage Inverter Power for each Storage Project. For purposes of determining the Project Annual Storage Availability, a Storage Project shall be deemed to be available during the occurrence of any of the following events (each, an "**Excused Storage Event**"): (i) Force Majeure Event, (ii) Planned Outage, (iii) City-Requested Outage (to the extent such outages do not exceed the Outage Allowance for the applicable Contract Year), or (iv) Forced Outage.

(b) Guaranteed Storage Damages. In any Contract Year, if Ava fails to achieve the Guaranteed Storage Availability, Ava shall owe City liquidated damages ("**Guaranteed Storage Damages**") in an amount equal to the product of (A) the aggregate applicable Storage Payments paid by the City for such Contract Year, multiplied by (B) ninety-two percent (92%) less the Annual Storage Availability. Such Guaranteed Storage Damages shall be credited from Ava to the City in the form of a bill credit on the monthly invoice, to be applied to the Monthly Payment starting in the month following the Contract Year for which the Guaranteed Storage Damages are owed. Such bill credit will reduce the Monthly Payment owed to Ava by the City. In the event the Guaranteed Storage Damages exceed the amount owed for the Monthly Payment, the remaining Guaranteed Storage Damages will be credited toward Monthly Payments on future monthly invoices until the Guaranteed Storage Damages have been credited in full.

Section 8.3 ***Ava Performance Warranties***.

(a) Roof Damage Warranty. Ava shall provide to City a limited warranty for all defects in, leaks or damage to the roof of any Improvement on which any Project is installed ("**Project Roof**") as a result of the installation or maintenance of such Project ("**Roof Damage Warranty**"). With respect to each Project, Ava shall provide such Roof Damage Warranty starting on the applicable Construction Start Date and ending on the date that is the later of (x) one (1) year after Ava's most recent performance of installation or maintenance activities on such Project Roof, or (y) the expiration of any then-effective installer warranty provided under the EPC Agreement on the applicable Project Roof. In the event that Ava or Subcontractor damages any Project Roof during the term of the Roof Damage Warranty, Ava shall promptly repair and remedy such damage to the reasonable satisfaction of City.

(b) Workmanship Warranty. Ava warrants that each Project will be fit for its intended purpose and free from defects in design, materials, and workmanship for a period of two (2) years, starting on the Commercial Operation Date. If any Project, or any component or portion thereof, fails to conform to the foregoing warranty, Ava shall, at its own expense, remedy such defect in a timely manner.

(c) Project Equipment Warranty. With respect to each Project, Ava warrants that on the applicable Commercial Operation Date, all Project Equipment will be (1) new, (2) Error-Free, (3) provided by a Tier 1 Supplier or CEC Listed Supplier, (4) will benefit from a manufacturer's warranty, including an energy retention warranty, and (5) with respect to each Storage Project only, will include all of the components, functionality, and other material features that affect performance and provide the user experience of a standard, high-quality storage project.

Section 8.4 ***NO OTHER WARRANTY***. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AVA MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, AND EXPLICITY DISCLAIMS ANY WARRANTY OR GUARANTEE IMPLIED BY LAW, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND IMPLIED WARRANTIES OF CUSTOM OR USAGE.

ARTICLE 9
RECS AND INCENTIVES; OPTIMIZATION SAVINGS

Section 9.1 ***Renewable Energy Credits***. Upon purchasing the Product pursuant to this Agreement, City is entitled to the benefit of, and will retain all ownership interests in, the RECs associated with such Product. Ava is entitled to the benefit of, and will retain all ownership in, the Incentives. Ava shall cooperate with City in obtaining, securing, and transferring any and all RECs to the City. City is not obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Ava. Ava shall not make any filings or statements inconsistent with City's ownership interests in the RECs. If any RECs are delivered directly to Ava, Ava shall promptly pay or deliver such items to City. For the avoidance of doubt, so long as Ava cooperates in City obtaining all ownership interests in the RECs, Ava shall have the unrestricted right to obtain and utilize all other Incentives, Ancillary Services, and Capacity Attributes associated with the Product hereunder.

Section 9.2 ***Delivery of RECs***. Ava shall take, or cause to be taken, all actions, and shall execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with RECs corresponding to any Project Energy are issued, tracked, and transferred in a timely manner to the City for the City's sole benefit. Ava shall transfer the RECs to the City. Ava shall comply with all Applicable Law, including the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to the City and the City shall be given sole title to all such WREGIS Certificates. In addition, with respect to each Project, prior to COD, Ava shall register the Project, or cause the Project to be registered, with WREGIS, and establish an account with WREGIS ("**Ava WREGIS Account**"), which Ava shall maintain until the end of the applicable Delivery Period. Ava shall transfer the WREGIS Certificates using Forward Certificate Transfers from the Ava WREGIS Account to the WREGIS account(s) of the City or the account(s) of a designee that the City identifies by notice to Ava ("**City WREGIS Account**"). Notwithstanding the foregoing, in the event that the City does not have a City WREGIS Account, Ava shall deliver all RECs hereunder via Attestation Form.

Section 9.3 ***Optimization Savings***. Ava shall provide Optimization Savings with the Product. "**Optimization Savings**" means the savings realized on City's utility bill(s) directly attributable to the use of the Project and shall include, but not be limited to, savings that are realized

from demand charge management, energy arbitrage, load shaping, and coincident peak, installed capacity tag mitigation, or any front-of-the-meter savings, which shall be reflected in the form of a credit reduction to the applicable Monthly Payment on the monthly invoices issued by Ava hereunder. For the avoidance of doubt, any City savings resulting from a rate or tariff switch, Monthly Bill Credit, or other upfront Ava incentives enabled by the presence and/or operation of the Project shall be considered Optimization Savings. Ava shall provide Optimization Savings in a commercially reasonable manner, but Ava shall have discretion over the manner in which Optimization Savings are provided, including which services comprising constituent parts of Optimization Savings to provide at any particular time, to accrue Total System Benefit. Ava shall have no obligation and makes no guarantees as to the amount of Optimization Savings that will be provided to the City hereunder.

Section 9.4 ***Grid Services***. Ava and City acknowledge that the Storage Projects are capable of generating revenue through demand response, capacity, and/or wholesale energy (collectively, the "**Grid Services**" and each a "**Grid Service**"). Grid Services may be provided through, to, or in connection with the CAISO, the Local Electric Utility, or an aggregator. Ava may enroll the Storage Project in Grid Services if (i) Ava provides advance written notice to the City and (ii) Ava determines, in its reasonable discretion, that such enrollment will not reduce the realized Optimization Savings or impair the Storage Project's twenty percent (20%) battery back-up reserve. If Ava enrolls the Storage Project in Grid Services, Ava shall receive any value resulting from the Grid Services provided, including revenues, environmental benefits, and grid reliability and resiliency.

Section 9.5 ***Storage Management***. Ava shall, at all times during the Term, operate and maintain the Storage Projects in accordance with Prudent Operating Practice and Applicable Law. At all times throughout the Delivery Period, Ava shall cause each Storage Project to maintain a twenty percent (20%) minimum battery back-up reserve.

ARTICLE 10
FORCE MAJEURE; BUDGETARY NON-APPROPRIATION EVENT

Section 10.1 ***Force Majeure Event***. If either Party reasonably is unable to timely perform any of its obligations (other than payment obligations) under this Agreement, in whole or in part, due to a Force Majeure Event and without the fault or negligence of the Party relying thereon as justification for such delay, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of the Project to deliver electricity to the Delivery Point or to provide capacity, as applicable, the Term will be extended day-for-day for each day delivery is suspended due to the Force Majeure Event.

Section 10.2 ***Termination Due To Force Majeure***. With respect to each Project, after the Commercial Operation Date, either Party shall have the right, but not the obligation, to either (a) terminate the applicable Project or (b) relocate the applicable Project in accordance with

Section 11.1, in each case, after the occurrence of the following (each, a "**Force Majeure Failure**"): (1) due to a Force Majeure Event, Ava is unable to meet its obligations under this Agreement for a period greater than ninety (90) consecutive days; or (2) the Project is (i) destroyed by a Force Majeure Event and Ava is unable to rebuild the Project within one (1) year, or (ii) rendered permanently inoperable by a Force Majeure Event. For the avoidance of doubt, any Force Majeure Delay occurring prior to the Commercial Operation Date shall be subject to the requirements in Section 4.6(b).

Section 10.3 ***Budgetary Non-Appropriation Event***. Notwithstanding anything to the contrary, due to the constitutional limitations levied on City, City may be unable to appropriate funds for the procurement of any utility services for a particular fiscal year (a "**Budgetary Non-Appropriation Event**"). If a Budgetary Non-Appropriation Event occurs with respect to City during the Delivery Period of any Project hereunder, then City shall notify Ava of the starting date of such Budgetary Non-Appropriation Event (the "**Non-Appropriation Start Date**") within thirty (30) days of its receipt of the invoice for the first month affected by such Budgetary Non-Appropriation Event. During a Budgetary Non-Appropriation Event, if City does not otherwise have other funds available to make payments due under this Agreement, City is not obligated to accept delivery of, or pay for, any Product delivered under this Agreement for the period starting on the Non-Appropriation Start Date until such Budgetary Non-Appropriation Event has terminated (such period, the "**Non-Appropriation Period**"), which shall be confirmed by City in a writing timely delivered to Ava after the City has properly appropriated funds for payment hereunder. For the avoidance of doubt, during the Non-Appropriation Period, Ava shall have no obligation to deliver any Product hereunder. City agrees that it shall use its best efforts to seek appropriation for utility services during the term of this Agreement. If a Budgetary Non-Appropriation Event continues for more than one hundred eighty (180) days, Ava (but not City) may, at its sole discretion, terminate this Agreement.

Section 10.4 ***Exercise of City Permitting Authority***. If Ava, acting in good faith, reasonably determines that City lawfully, fairly, and neutrally applied its authority to deny, suspend, revoke or terminate a certificate, permit, franchise, approval, authorization, or power under Applicable Law for any Project (its "**Permitting Authority**"), and such lawful exercise of the City's Permitting Authority causes Ava or Subcontractor to be unable to lawfully conduct operations on the Project Site (a "**Lawful Permitting Denial Event**"), then Ava may, at its sole discretion, terminate the Affected Projects in accordance with Section 10.5 below. If such Lawful Permitting Denial Event occurs prior to the Commercial Operation Date of the Affected Project, Ava shall have the right to adjust the Contract Price in accordance with Section 5.1(b).

Section 10.5 ***No-Fault Termination***. If either Party terminates one or more Projects (the "**Affected Projects**") due to, (a) after Construction Start, either a Force Majeure Failure in accordance with Section 10.2 or a Budgetary Non-Appropriation Event in accordance with Section 10.3, or (b) at any time during the Term, a Lawful Permitting Denial Event in accordance with Section 10.4 or a Tariff Termination in accordance with Section 17.1, then upon any such termination, (i) neither Party shall have any liability to the other Party with respect to such Affected Projects other than those that survive this Agreement, and (ii) Ava shall have the option to deliver a Relocation Request in accordance with Section 11.1, provided that nothing contained in this Section 10.5 shall limit the Parties' rights and obligations under Section 5.1(b). Notwithstanding the foregoing, the occurrence of a Force Majeure Event, Budgetary Non-Appropriation Event,

Lawful Permitting Denial Event, or Tariff Termination shall not, to the extent an Event of Default exists during such time, limit either Party's ability to declare an Event of Default pursuant to Article 13 and receive a Termination Payment, to the extent applicable.

ARTICLE 11
RELOCATION AND REMOVAL UPON TERMINATION

Section 11.1 ***Relocation Requests***. With respect to each Project, at any time during the Project Term, either Party shall have the right to propose in writing the relocation of the applicable Project to a new Project Site upon the occurrence of an EOD Relocation Event or No-Fault Relocation Event (a "**Relocation Request**"). If both Parties agree in their reasonable discretion that the Relocation Request is practically feasible and preserves the economic value of the agreement, the Parties shall seek to negotiate in good faith an agreement for the relocation of the Project, which relocated site shall be subject to the approval of Ava in its reasonable discretion and subject to the negotiation of a mutually acceptable license. Upon successful relocation of the Project due to an EOD Relocation Event, any Event of Default associated with the original Project Site, if applicable, shall be deemed to have been cured, and the Non-Defaulting Party shall have no right to declare an Event of Default associated therewith. The costs associated with any relocation performed due to an EOD Relocation Event shall be borne entirely by the Defaulting Party, whereas the costs and expenses associated with any relocation performed due to a No-Fault Relocation Event shall be split evenly between the Parties; provided, if any relocation occurs during the Delivery Period, City shall be required to continue to make the Project Monthly Payment for the period of time between decommissioning of the Project at the original Project Site and the Commercial Operation Date of the Project at the new Project Site based upon a pro rata calculation of the Expected Annual Contract Quantity for such period. If the Parties are unable to reach agreement on relocation of the Project within one hundred twenty (120) days after the date of receipt of City's proposal, then such Relocation Request shall be deemed withdrawn and the applicable Project may be terminated in accordance with this Agreement. For purposes of this Section 11.1, an "**EOD Relocation Event**" shall be deemed to have occurred (a) with respect to either Party, if an Event of Default occurs and such Event of Default could reasonably be cured by moving the Project to another Project Site, or (b) the City terminates or withdraws the applicable Project from this Agreement for any reason other than an Ava Event of Default. A "**No-Fault Relocation Event**" shall be deemed to have occurred if (i) any Early Termination Event occurs, or (ii) a Force Majeure Failure occurs.

Section 11.2 ***Removal Services.*** Upon the expiration or earlier termination of this Agreement or any PSA hereunder, Ava shall, at Ava's sole expense (unless expressly provided otherwise in this Agreement), within ninety (90) days after the applicable termination or expiration (the "**Removal Deadline**"), perform, or caused to be performed, the following actions to remove the Project from the Project Site (the "**Removal Services**"): (i) remove all tangible property comprising the Project, personal property of Ava and/or Subcontractors, and all other related equipment; (ii) ensure that the Project Site is returned to substantially its original condition (excluding ordinary wear and tear), including by (x) removing the Project's mounting pads or other support structures and (y) repairing and restoring the roof and the roof membrane, subject to Section 8.3(a). City shall ensure that Ava and/or Subcontractor is given sufficient access, space, and cooperation as reasonably necessary to facilitate the Removal Services. This provision shall survive the expiration or termination of this Agreement and any PSA hereunder.

Section 11.3 ***Abandonment***. If Ava fails to commence the Removal Services by the applicable Removal Deadline, any property not removed from the Project Site shall be deemed abandoned by Ava, and shall become the property of City, and City may, at its option, remove the Project and/or Project Equipment from the Project Site and relocate to a warehouse, or otherwise dispose or retain ownership of such property indefinitely, as it determines in its sole discretion. If the City performs any Removal Services after the Removal Deadline in accordance with this Section 11.3, Ava shall reimburse City for the cost of such Removal Services (the "**Removal Costs**") within thirty (30) days of receipt of an invoice thereof. City shall have no liability to Ava or Subcontractor for any property deemed abandoned per this Section 11.3. This provision shall survive the expiration or termination of this Agreement and any PSA hereunder.

Section 11.4 ***Ava Removal Security***. If a Credit Downgrade Event occurs with respect to Ava at any time during the Term, within forty-five (45) days of such Credit Downgrade Event, Ava shall post or deliver to City a security deposit of fifty dollars ($50) per kW of Contract Capacity ("**Ava Removal Security**") in the form of a Letter of Credit or cash. If (i) Ava fails to commence the Removal Services by the applicable Removal Deadline, and (ii) fails to reimburse City for the cost of Removal Services within thirty (30) days of receipt in accordance with Section 11.3, then, to the extent such Ava Removal Security is available in accordance with this Section 11.4, City may draw on any outstanding Letter of Credit and retain any cash then held by City to satisfy any amounts owed by Ava with respect to the Removal Costs only; provided, that City shall be obligated to return any surplus proceeds in excess of the Removal Costs after Ava's obligations under Section 11.3 have been satisfied. Ava shall maintain the Ava Removal Security until (a) the Removal Services have been completed and (b) the Removal Costs have been paid or reimbursed by the responsible Party in full pursuant to the terms of this Agreement. Following the occurrence of both (a) and (b), City shall promptly return to Ava the Ava Removal Security, less any amounts drawn thereon in accordance with this Section 11.4.

ARTICLE 12
MEASUREMENT

Section 12.1 ***Meter***. Each Project's electricity output during the Term shall be measured by the applicable City's meter, which shall be a revenue grade meter that meets ANSI-C12.20 standards for accuracy (the "**Meter**"). The Meter shall be installed, commissioned, and operated by Ava and/or Subcontractor throughout the applicable Project Term at Ava's sole cost and expense. Throughout the Term, Ava shall provide reasonable access to the Meter and measurement data associated therewith to Ava and the City.

ARTICLE 13
DEFAULTS, REMEDIES, AND DAMAGES

Section 13.1 ***Ava Project Defaults***. With respect to the affected Project only, Ava shall be deemed a Defaulting Party upon the occurrence of any of the following events (each, an "**Ava Project Default**"):

(a) The Project fails to achieve the Commercial Operation Date by the Commercial Operation Deadline (subject to any FM Delay Cure Period or COD Delay Cure Period thereto);

(b) A Forced Outage lasting longer than two hundred seventy (270) days occurs with respect to such Project; provided, however, that this Section 13.1(b) shall not apply to a Forced Outage caused solely by a Force Majeure Event; or

(c) Due to acts or omissions of Ava, a mechanics' Lien is filed against the Project, and such Lien has not been discharged, bonded or contested by Ava in good faith by proper legal proceedings within twenty (20) days of receipt of notice thereof.

Section 13.2 ***City's Remedies for Ava Project Default***. If an Ava Project Default has occurred and is continuing, and following the expiration of any applicable cure period set forth therein, City may perform any and all of the following actions: (i) suspend performance under this Agreement with respect to such Project; (ii) accelerate all amounts owing between the Parties with respect to such Project; (iii) withhold a portion of any payments due to Ava under this Agreement in an amount attributable to such Project; and/or (iv) terminate the applicable PSA. Upon the termination of any PSA hereunder, Ava shall perform the Removal Services for such Project in accordance with Section 11.2 at Ava's sole expense.

Section 13.3 ***Ava Portfolio Defaults***. Ava shall be deemed a Defaulting Party under this Agreement upon the occurrence of any of the following events (each, a "**Ava Portfolio Default**"):

(a) Ava delivers to City, without City's prior consent, energy or other product from a resource outside of the City Portfolio;

(b) A Bankruptcy Event has occurred with respect to Ava;

(c) Ava fails to pay City any undisputed amount owed under this Agreement within sixty (60) days after receipt of notice from City of such past due amount;

(d) Ava fails to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default under this Article 13) and such failure is not remedied within thirty (30) days after notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if Ava is unable to remedy such default within such initial thirty (30) day period despite exercising commercially reasonable efforts); provided, that the cure period under this Section 13.3(d) may be extended by an additional subsequent period not to exceed ninety (90) days if a Financing Party has stepped in to effectuate a cure in accordance with the terms of any financing arrangement agreed to pursuant to Section 18.2; and

(e) Any representation or warranty made by Ava herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after notice thereof (or such longer additional period, not to exceed an additional sixty (60) days), if Ava is unable to remedy such default within such initial thirty (30) day period despite exercising commercially reasonable efforts; provided, that the cure period under this Section 13.3(e) may be extended by an additional subsequent period not to exceed ninety (90) days if a Financing Party has stepped in to effectuate a cure in accordance with the terms of any financing arrangement agreed to pursuant to Section 18.2.

Section 13.4 ***City's Remedies for Ava Portfolio Default***. If an Ava Portfolio Default has occurred and is continuing, and the following the expiration of any applicable cure period set forth

therein, City may perform any and all of the following actions: (i) suspend performance under this Agreement; (ii) accelerate all amounts owing between the Parties; (iii) withhold all payments due to Ava under this Agreement; (iv) terminate this Agreement upon providing written notice to Ava, and upon any such termination, demand payment from Ava of the Termination Payment; and/or (v) exercise any other right or remedy available at law or in equity, except to the extent such remedies are expressly limited under this Agreement; provided, that no termination may occur unless and until written notice has been delivered to any Financing Party for which City has received notice in accordance with Section 18.2. Upon the termination of this Agreement, Ava shall perform the Removal Services for the entire City Portfolio in accordance with Section 11.2 at Ava's sole expense.

Section 13.5 ***City Project Default***. With respect to the affected Project only, City shall be deemed a Defaulting Party upon the occurrence of any of the following events (each, a "**City Project Default**"):

(a) Due to acts or omissions of the City, Ava indirectly loses its rights to use and enjoy the Project Site under the Non-Exclusive License, unless the Parties can agree to relocate the Project in accordance with Section 11.1, and except where such acts or omissions of the City constitute the lawful application of City's Permitting Authority pursuant to Section 10.4;

(b) The occurrence of any act or omission by City that operates to suspend, revoke or terminate any certificate, permit, franchise, approval authorization or power necessary for Ava to lawfully conduct operations on the Project Site, except where such act or omission of City is the result of (i) the negligence or willful misconduct of Ava or (ii) a Lawful Permitting Denial Event; and

(c) The occurrence of any act or omission by City that is inconsistent with this Agreement that materially interferes with Ava's development, construction, operation or maintenance of any Project, and such failure is not remedied within thirty (30) days after notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if City is unable to remedy such default within such initial thirty (30)-day period despite exercising commercially reasonable efforts).

Section 13.6 ***Ava's Remedies for City Project Default***. If a City Project Default has occurred and is continuing, and following the expiration of any applicable cure period set forth therein, Ava may perform any and all of the following actions: (i) suspend performance under this Agreement with respect to such Project; (ii) accelerate all amounts owing between the Parties with respect to such Project; (iii) withhold a portion of any payments due to City under this Agreement in an amount attributable to such Project; and/or (iv) terminate the applicable PSA. Upon the termination of any PSA hereunder, Ava shall perform the Removal Services for such Project in accordance with Section 11.2 at City's sole expense.

Section 13.7 ***City Portfolio Default***. City shall be deemed a Defaulting Party under this Agreement upon the occurrence of any of the following events (each, a "**City Portfolio Default**"):

(a) A Bankruptcy Event shall have occurred with respect to City;

(b) City fails to pay Ava any undisputed amount owed under the Agreement within sixty (60) days after receipt of notice from Ava of such past due amount;

(c) City fails to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default set forth in this Article 13), and such failure is not remedied within thirty (30) days after notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if City is unable to remedy such default within such initial thirty (30) day period despite exercising commercially reasonable efforts); or

(d) Any representation or warranty made by City herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if City is unable to remedy such default within such initial thirty (30) day period despite exercising commercially reasonable efforts).

Section 13.8 ***Ava's Remedies for City Portfolio Default***. If a City Portfolio Default has occurred and is continuing, and following the expiration of any applicable cure period set forth therein, Ava may perform any and all of the following actions: (i) suspend performance under this Agreement; (ii) accelerate all amounts owing between the Parties; (iii) withhold all payments due to City under this Agreement; (iv) terminate this Agreement upon providing written notice to City, and upon any such termination, demand payment from City of the City Termination Payment; and/or (v) exercise any other right or remedy available at law or in equity, except to the extent such remedies are expressly limited under this Agreement. Upon receiving payment of the City Termination Payment, Ava shall perform the Removal Services in accordance with Section 11.2 at City's sole expense.

ARTICLE 14
REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 14.1 ***Ava Representations and Warranties***. Ava represents and warrants to City the following:

(a) Valid Existence. Ava is a joint powers authority and community choice aggregator, duly organized, validly existing, and in good standing under the laws of the State of California and the rules, regulations, and orders of the CPUC, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members.

(b) No Conflicts. The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfilment of and compliance with the provisions of this Agreement by Ava will not conflict with, or constitute a breach of or a default under, any Applicable Law present in effect having applicability to Ava, the documents of formation of Ava, or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness, or any other agreement or instrument to which Ava is a party or by which any of its property is bound.

Section 14.2 ***City's Representations and Warranties***. City represents and warrants to Ava the following:

(a) Valid Existence. The City is a municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of California, and is qualified to conduct business in the City of Livermore.

(b) No Conflicts. The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfilment of and compliance with any provisions of this Agreement by the City will not conflict with, or constitute a breach of or a default under, any Applicable Law present in effect having applicability to the City, the documents of formation of the City, or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness, or any other agreement or instrument to which the City is a party or by which any of its property is bound.

(c) Licenses. (i) City has achieved Site Control for the Project Site such that City has the full right, power, and authority to grant the Licenses in Article 6, and (ii) such grant of the Licenses does not violate any law applicable to City or the Project Site, and is not inconsistent with and will not result in a breach or default under any agreement by which City is bound or that affects the Project Site.

(d) Other Agreements. Neither the execution and delivery of this Agreement by City nor the performance by City of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which City is a party or by which City is bound.

(e) Accuracy of Information. All information provided by City to Ava, as it pertains to (i) the Project Site, (ii) the Improvements on which the Project is to be installed, if applicable, (iii) City's planned use of the Project Site and any applicable Improvements, and (iv) City's estimated electricity requirements, if provided, is accurate in all material respects.

(f) City Status. City is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company. City is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

(g) Limit on Use. No portion of the electricity generated by the Project shall be used to heat a swimming pool.

Section 14.3 ***General Covenants***. Each Party covenants to and for the benefit of the other Party that throughout the Term:

(a) Each Party shall maintain (or obtain from time to time, as required) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement.

(b) Each Party shall undertake its obligations under this Agreement in compliance with (i) all Applicable Law (including, but not limited to, those related to workplace safety, employment discrimination, prevailing wage, non-discrimination and non-preference, and conflicts of interest), Prudent Operating Practices, (ii) all applicable operating policies, criteria, rules, guidelines, tariffs and protocols of the CAISO and the Local Electric Utility, and (iii) all applicable requirements of the CPUC, CARB, FERC, NERC, and WECC (including WECC Scheduling Practices).

Section 14.4 ***Covenants of Ava***. Ava covenants to and for the benefit of City that throughout the Term:

(a) None of Ava, its employees, contractors, or agents have been suspended, debarred, or excluded from, or ineligible from, receiving federal or state funds. Ava shall notify City if Ava is suspended, barred, excluded, or determined to be ineligible for receiving state or federal funds at any time during the Term within thirty (30) days of Ava obtaining knowledge thereof.

(b) All personnel performing operation and maintenance services for the Projects shall be licensed and in good standing, and sufficiently qualified, experienced, and trained in accordance with Prudent Operating Practices.

ARTICLE 15
INSURANCE

At all times during the Term, the Parties shall maintain the following insurance, as applicable:

Section 15.1 ***Ava's Insurance***. Ava shall, directly or indirectly through the applicable Subcontractor, obtain and maintain the policies of insurance in amounts and with coverage as set forth in **Exhibit IV** of the applicable Addendum for the Term of this Agreement.

Section 15.2 ***City's Insurance***. City is a self-insured public agency. Upon Ava's request, City shall deliver to Ava certificates of insurance evidencing the insurance coverage.

ARTICLE 16
INDEMNIFICATION AND LIMITATIONS OF LIABILITY

Section 16.1 ***Indemnity by the Parties***. To the fullest extent permitted by law, each Party ("**Indemnifying Party**") shall defend, indemnify, and hold harmless, with counsel of its own choosing (subject to terms of the next paragraph), the other Party, and its successors and assigns, and their elected officials, officers, directors, employees, agents, affiliates and representatives (each, an "**Indemnified Party**") from and against any and all third-party claims, liability or losses ("**Claims**"), including but not limited to those losses arising from (i) personal injury or death, (ii) damage to property, (iii) taxes for which the Indemnifying Party is responsible under this Agreement, (iv) fines or penalties payable by the Indemnified Party, or (v) any other actions resulting in damages, losses or liabilities, to the extent such losses result from or arise out of or in any way are connected with the Indemnifying Party's performance of this Agreement or, in the case of Ava, (a) City's use of any service, technology, or good provided by Ava to City under this Agreement infringes any patent, trademark, copyright, or other intellectual property right, including trade secret rights or rights of a third party, except as may arise solely from the negligence, willful misconduct, or violation of law by the Indemnified Party, its officers, employees, subcontractors, or agents, or (b) City's damages stemming from failure to release specific records pursuant to the California Public Records Act at Ava's direction that City not release such specific requested records related to this Agreement to the public. Notwithstanding the above, an Indemnifying Party shall not be required to defend, indemnify, and hold harmless an Indemnified Party for the Indemnified Party's own negligent acts, omissions, or willful

misconduct. It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss damage, expense, or liability attributable to that Party's negligence.

(a) Design Professional Services. To the extent that a portion of Ava's services under this Agreement are design professional services subject to Civil Code Section 2782.8, and to the extent that a particular claim or litigation arises from such design professional services, Ava's obligations under this Section 16.1(a) shall be subject to any applicable limitations mandated by Civil Code Section 2782.8.

Section 16.2 ***Notice and Participation in Third Party Claims***. The Indemnified Party shall give the Indemnifying Party written notice with respect to any liability asserted under a Claim as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 16.2 unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party has no liability under this Section 16.2 for any Claim for which such notice is not provided if the failure to give notice prejudices the Indemnifying Party. All of the Parties' obligations under this Section 16.2 are intended to apply to the fullest extent permitted by law and shall survive the expiration or sooner termination of this Agreement.

Section 16.3 ***Environmental Indemnification***.

(a) Ava Indemnity. Ava shall indemnify, defend, and hold harmless all of City's Indemnified Parties from and against all liabilities arising out of or relating to the existence at, on, above, below, or near the Project Site of any Hazardous Substance to the extent deposited, spilled, or otherwise caused by Subcontractors, Ava, or any of their contractors, agents or employees, to the extent such liabilities do not result from the gross negligence or willful misconduct of City.

(b) City Indemnity. City shall indemnify, defend, and hold harmless Subcontractors and all of Ava's Indemnified Parties from and against all liabilities arising out of or relating to the existence at, on, above, below, or near the Project Site of any Hazardous Substance, except to the extent deposited, spilled, or otherwise caused by Subcontractors, Ava, or any of their contractors, agents or employees, to the extent such liabilities to not result from the gross negligence or willful misconduct of the same Subcontractor or Ava.

(c) Notice. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Project Site generally or any deposit, spill, or release of any Hazardous Substance.

Section 16.4 ***Limitations on Liability***.

(a) No Consequential Damages. EXCEPT TO THE EXTENT (i) PART OF AN EXPRESS REMEDY OR EXPRESS MEASURE OF DAMAGES HEREIN, INCLUDING ANY TERMINATION PAYMENT, (ii) PART OF A THIRD PARTY INDEMNITY CLAIM, OR (iii) RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT BY STATE, IN TORT OR IN CONTRACT.

(b) Cumulative Remedies. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, OR IF A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY NON-EXCLUSIVE, THE NON-DEFAULTING PARTY SHALL HAVE THE RIGHT TO EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY, PROVIDED, HOWEVER, THAT THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED.

(c) Exclusive Remedies. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE RIGHTS OF THE NON-DEFAULTING PARTY AND THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN THIS AGREEMENT, AS THE SOLE AND EXCLUSIVE FULL, AGREED UPON AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED.

(d) Limitation on Ava Liability Prior to COD. Notwithstanding anything herein to the contrary, with respect to each Project, Ava's aggregate liability for any Delay Damages or Termination Payments owed under this Agreement prior to COD of the applicable Project shall by capped in the aggregate at an amount equal to two hundred dollars ($200) per kW of Project Capacity. For the avoidance of doubt, such limitation on liability shall not apply to the extent Ava is an Indemnifying Party for purposes of Section 16.1.

ARTICLE 17
CHANGE IN LAW; COMPLIANCE EXPENDITURE CAP

Section 17.1 ***Changes in Law***. Subject to Section 17.2 below, in the event that any Change in Law occurring after the Effective Date results in this Agreement or any provisions hereof becoming incapable of being performed or administered, then either Party may request that Ava and the City enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, the Parties shall engage in such negotiations in good faith. If the Parties are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to

this Agreement, then either Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Section 20.3. Notwithstanding the foregoing, (i) a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure Event, and (ii) all unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution. Notwithstanding the foregoing, in the event of any tariff enacted or imposed by a Governmental Authority between the Effective Date and COD that results in Ava no longer being able to meet the Total System Benefit Target to City, as determined by Ava in its sole discretion, then Ava may (x) terminate or withdraw one or more Project(s) from the City Portfolio in order to achieve the Total System Benefit Target over the Portfolio Delivery Period, or (y) terminate the entire City Portfolio, if it is impossible to meet the Total System Benefit Target (in the case of (x) or (y), a "**Tariff Termination**").

Section 17.2 ***Compliance Expenditure Cap***. With respect to each Project, if a Change in Law has increased Ava's known or reasonably expected costs to comply with its obligations under this Agreement or the applicable PSA (any action required to be taken by Ava to comply with such Change in Law, a "**Compliance Action**"), then the Parties agree that the maximum amount of costs and expenses Ava shall be required to bear during the Project Term to comply with all such obligations shall be capped at one hundred dollars ($100) per kW of such Project's Guaranteed Nameplate Capacity or Storage Inverter Power, as applicable, in aggregate over the Project Term (the "**Compliance Expenditure Cap**"). If Ava reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action, Ava shall provide notice to the City of such anticipated out-of-pocket expenses. If, within ten (10) Business Days after receiving Ava's notice, the City does not agree in writing to reimburse Ava for all costs and expenses of Compliance Actions in excess of the Compliance Expenditure Cap, Ava's obligation to take any and all applicable Compliance Actions, and deliver any and all Product that may not be delivered in the absence of such Compliance Actions, shall be waived.

ARTICLE 18
ASSIGNMENT AND FINANCING

Section 18.1 ***Assignment***.

(a) Restrictions on Assignment. This Agreement may not be assigned, in whole or in part, by City. Ava may, by providing prior written notice to City, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to any (i) Financing Party, (ii) entity through which Ava is obtaining financing from a Financing Party, or (iii) California joint powers authority (each, a "**Permitted Assignee**"); provided, that, Ava is not released from liability hereunder as a result of any assignment to a joint powers authority unless such joint powers authority assumes Ava's obligations hereunder by binding written instrument.

(b) Successors and Permitted Assignees. This Agreement is binding on and inures to the benefit of successors and Permitted Assignees.

Section 18.2 ***Financing and Collateral Assignment***. The Parties acknowledge that Ava may obtain debt or equity financing or other credit support from lenders, investors, including tax equity investors, or other third parties (each a "**Financing Party**") in connection with the

installation, construction, ownership, operation, and maintenance of the Projects, and that Ava's obligations under the financing documents may be secured by, among other collateral, a pledge or collateral assignment of Ava's rights under this Agreement. Ava shall promptly notify City of the identity of any Financing Party retained by Ava under this Section 18.2.

Section 18.3 ***Termination Requires Consent***. Ava and City agree that any right of Ava to terminate this Agreement may be subject to the prior written consent of any Financing Party.

ARTICLE 19
CONFIDENTIALITY

Section 19.1 ***Confidential Information***. To the maximum extent permitted by Applicable Law, if either Party provides Confidential Information to the other or, if in the course of performing under this Agreement or negotiating this Agreement, a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Ava, financing, of this Agreement.

(a) Confidential Information does not include any information that (i) becomes publicly available other than through breach of this Agreement, (ii) is required to be disclosed to a Governmental Authority under Applicable Law or pursuant to a validly issued subpoena, (iii) is independently developed by the receiving Party, or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by Applicable Law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall reasonably cooperate with the other Party's efforts to limit the disclosure to the extent permitted by Applicable Law.

(b) The Parties acknowledge and agree that the Agreement and any transaction entered into in connection herewith are subject to the requirements of the California Public Records Act (Government Code Section 7920.000 et seq.). In order to designate information as confidential, the disclosing Party must clearly stamp and identify the specific portion of the material designated with the word "confidential." The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as "confidential" that clearly contain information that is not Confidential Information.

Section 19.2 ***Permitted Disclosures***. Notwithstanding Section 19.1:

(a) A Party may provide such Confidential Information to its affiliates and to its and its affiliates' respective officers, directors, members, managers, employees, agents, contractors, consultants, counsel, and Financing Parties, and their respective consultants and counsel (collectively, "**Representatives**"), and potential direct or indirect assignees of this Agreement, if such potential assignees are first bound by a written agreement or legal obligation

restricting use and disclosure of Confidential Information. Each Party is liable for breaches of this provision by any Person to whom that Party discloses Confidential Information; and

(b) Upon request or demand made to either Party hereto by a validly issued subpoena or any third party not a Party hereto and not otherwise subject to the provisions of Section 19.2(a) pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information ("**Requested Confidential Information**"), the disclosing Party shall, as soon as practical, prior to releasing any Requested Confidential Information, notify the other Party in writing via electronic mail that such request has been made. The other Party shall be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release of the Requested Confidential Information to the third party by the disclosing Party. If the other Party takes no such action within ten (10) days after receiving the foregoing notice from the disclosing Party, the disclosing Party shall, at its discretion, be permitted to comply with the third party's request or demand and is not required to defend against it. If the other Party takes or attempts to take such action, the disclosing Party shall provide timely and reasonable cooperation to the other Party, if requested by the other Party, and the other Party agrees to indemnify and hold harmless the disclosing Party and its Representatives from any claims, liability, award of attorneys' fees or damages, and to defend any action, claim or lawsuit brought against any of the disclosing Party or its Representatives for the disclosing Party's refusal to disclose any Requested Confidential Information.

Section 19.3 ***Miscellaneous***. All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed, at the receiving Party's option, after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party acknowledges that the disclosing Party would be irreparably injured by a breach of this Article 19 by the receiving Party or its Representatives or other Person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, for breaches of this Article 19. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Article 19 but will be in addition to all other remedies available at law or in equity. The obligation of confidentiality will survive termination of this Agreement for a period of two years.

Section 19.4 ***Goodwill and Publicity***. Neither Party may (i) make any press release or public announcement of the specific terms of this Agreement or the use of renewable energy or storage involving this Agreement (except for filings or other statements or releases as may be required by Applicable Law) or (ii) use any name, trade name, service mark, or trademark, as applicable, of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement, the Project and its use, and each Party may promptly review, comment upon, and approve any publicity materials, press releases, or other public statements before they are made. Notwithstanding the above, Ava is entitled to place signage on the Project Site with written approval from City reflecting its association with the Project and to make public statements regarding the transactions contemplated by this Agreement and the Project and its use as part of Ava's monthly, public board meetings. Ava may not use the name of City or reference any endorsement from City in any fashion for any purpose without the prior express written consent of City.

ARTICLE 20
GENERAL PROVISIONS

Section 20.1 ***Interpretation***. Unless otherwise defined or required by the context in which any term appears: (i) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement; (ii) the singular includes the plural and vice versa; (iii) the words "herein," "hereof", and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (iv) references to any agreement, document or instrument mean such agreement, document or instrument as amended, restated, modified, supplemented or replaced from time to time; (v) the words "include," "includes" and "including" mean include, includes and including "without limitation;" (vi) references to "or" shall be deemed to be disjunctive but not necessarily exclusive (i.e., unless the context dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or"); and (vii) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders, and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires. As used in this Agreement, "dollar" and the "$" sign refer to United States dollars.

Section 20.2 ***Choice of Law; Venue***. The law of the State of California governs all matters arising out of this Agreement without giving effect to conflict of laws principles. In the event that a suit is brought by either Party hereunder, the Parties agree that venue shall be exclusively vested in the state courts of California in the County of Alameda, or if federal jurisdiction is appropriate, exclusively in the United States District Court in the Northern District of California.

Section 20.3 ***Dispute Resolution***. The Parties shall negotiate in good faith and attempt to resolve expeditiously and inexpensively any dispute, controversy, or claim arising out of or relating to this Agreement (a "**Dispute**") within fifteen (15) days after the date that a Party gives written notice of such Dispute to the other Party. If the Parties are unable to resolve a Dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after submission of notice of the Dispute, the Parties shall submit the Dispute to mediation prior to seeking any and all remedies available at law in or equity. The Parties will cooperate in selecting a qualified neutral mediator selected from a panel of neutrals and in scheduling the time and place of the mediation as soon as reasonably possible, but in no event later than thirty (30) days after the request for mediation is made. The Parties agree to participate in the mediation in good faith and to share the costs of the mediation, including the mediator's fee, equally, but such shared costs shall not include each Party's own attorneys' fees and costs, which shall be borne solely by such Party. If the mediation is unsuccessful, then either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement.

Section 20.4 ***Notices***. All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier or five

days after deposit in the mail. Notices must be sent to the Person identified on **Exhibit V** at the addresses set forth on **Exhibit V**. Each Party may designate a different Person and address by sending written notice to the other Party, to be effective no sooner than ten days after the date of submission of such notice designating a different Person and address.

Section 20.5 ***Survival***. The provisions of this Agreement that should reasonably be considered to survive termination of this Agreement, including, without limitation the provisions enumerated in this Section 20.5, will survive termination of this Agreement:

(a) obligations to pay by either Party that have accrued prior to termination or expiration;

(b) obligations to repair damage caused by either Party under Article 7, Article 8 or otherwise;

(c) Section 5.6 (Pass Through Damages);

(d) Section 5.7 (Books and Records);

(e) Section 11.2 (Removal);

(f) Section 11.3 (Abandonment);

(g) Section 11.4 (Ava Removal Security)

(h) Article 13 (Defaults, Remedies, and Damages);

(i) Article 14 (Representations, Warranties, and Covenants);

(j) Article 16 (Indemnification and Limitations of Liability);

(k) Article 19 (Confidentiality); and

(l) Article 20 (General Provisions).

Section 20.6 ***Compliance with All Laws***. The Parties shall at all times comply with all Applicable Laws. City shall at all times keep Ava fully informed of City's charter, codes, ordinances, and regulations and of all state and federal laws in any manner affecting the performance of this Agreement to ensure that the Parties shall at all times comply with all applicable local codes, ordinances, and regulations, as they may be amended from time to time. Examples of such regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 et. seq., the Fair Packaging and Labeling Act, and the standards and regulations issued there under.

Section 20.7 ***Good Faith & Fair Dealing***. The Parties agree to act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (i) wherever this Agreement requires the consent, approval or similar action by a Party, such consent, approval or similar action shall not

be unreasonably withheld or delayed, and (ii) wherever this Agreement gives a Party a right to determine, require, specify or take similar action with respect to matters, such determination, requirement, specification or similar action shall be reasonable.

Section 20.8 ***Cooperation***. The Parties agree to reasonably cooperate with each other in the implementation and performance of this Agreement. Such duty to cooperate shall not require either Party to act in a manner inconsistent with its rights under this Agreement.

Section 20.9 ***Construction***. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against either Party on the basis that the Party drafted the language, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

Section 20.10 ***Non-Discrimination***. Ava shall comply with all Applicable Laws, including City's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code Sections 12900 et seq.); and California Labor Code Sections 1101 and 1102. Ava shall not discriminate (i) against any subcontractor, employee or applicant for employment or (ii) in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations or marital status in the recruitment or selection for training, including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation.

Section 20.11 ***Non-Exclusive Contract***. This Agreement does not establish an exclusive contract between the City and Ava for the purchase of electricity or power or any services. To the extent that the City has remained in compliance with and has not defaulted under any terms of this Agreement, the City expressly reserves all its rights, including but not limited to, the following: the right to utilize others to provide electricity, products, support and services; the right to request proposals from others with or without requesting proposals from Ava; and the unrestricted right to bid any such product, support or service.

Section 20.12 ***Further Assurances***. Each Party shall provide such information, execute and deliver any instruments and documents, and take such other actions as may be reasonably requested by the other Party, which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

Section 20.13 ***Waivers***. No provision or right or entitlement under this Agreement may be waived or varied except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 20.14 ***Non-Dedication of Projects***. Nothing in this Agreement may be construed as the dedication by either Party of its Projects or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's Projects or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement. If Ava is reasonably likely to become subject to regulation as a public utility, then the Parties shall use commercially reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Ava does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Ava may terminate this Agreement without further liability under this Agreement except with respect to liabilities accrued prior to the date of termination and remove the Project in accordance with Section 11.2 of this Agreement.

Section 20.15 ***Service Contract***. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. City shall not take the position on any tax return or in any other filings suggesting that it is anything other than a purchaser of electricity from the Project.

Section 20.16 ***No Agency, Lease, Joint Venture or Partnership***. No provision of this Agreement may be construed or represented as creating a partnership, trust, joint venture, fiduciary, or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither may be considered the agent of the other. Ava shall perform pursuant to this Agreement as an independent contractor and not as an officer, agent, servant, or employee of City. Ava shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between City and Ava. No Person performing any services and/or supplying all goods shall be considered an officer, agent, servant, or employee of City, nor shall any such Person be entitled to any benefits available or granted to employees of City. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Ava's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Ava performs work under this Agreement.

Section 20.17 ***Account Manager***. Ava must assign an account manager to City to facilitate the contractual relationship and to be fully responsible and accountable for fulfilling City's requirements. Ava represents and warrants that such account manager will ensure that City receives adequate support, problem resolution assistance, and required information on a timely basis.

Section 20.18 ***Entire Agreement, Modification, Severability***. This Agreement, together with all of the exhibits, schedules, attachments, and PSAs, constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements or other communications between the Parties, oral or written. The exhibits, schedules, attachments, and PSAs attached hereto are integral parts hereof and are made part of this Agreement by reference. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such provision shall not be read to render this

Agreement unenforceable or invalid as a whole. In such event, such provision shall be rectified or interpreted so as to best accomplish its objectives within the limits of Applicable Law.

Section 20.19 ***Forward Contract***. The transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. Each Party further agrees that, for all purposes of this Agreement, each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. § 366 in any bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort to the extent such term relates to 11 U.S.C. §366 or another provision of 11 U.S.C. § 101-1532.

Section 20.20 ***No Third-Party Beneficiaries***. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto, and the Financing Parties to the extent provided herein or in any other agreement between a Financing Party and Ava or City, and do not imply or create any rights on the part of, or obligations to, any other Person.

Section 20.21 ***Disentanglement***. Ava shall cooperate with City to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Ava shall cooperate with City's efforts to ensure that there is no interruption of electricity and no adverse impact on the provision of services or City's activities. Ava shall return to City all City assets or information in Ava's possession. Ava shall deliver to City or its designee, at City's request, all documentation and data related to City, including, but not limited to, City data and client files, held by Ava, and Ava shall destroy all copies thereof not turned over to City, all at no charge to City.

Section 20.22 ***Accountability***. Ava will be the primary point of contact and assume the responsibility of all matters relating to this Agreement, including those involving the manufacturer, deliverer or any subcontractor, as well as payment issues. If issues arise, Ava must act as soon as reasonably practicable to correct or resolve the issues.

Section 20.23 ***Cooperation with Review***. Ava shall cooperate with City's periodic review of Ava's performance. Such review may be conducted on a bi-annual basis, in the reasonable discretion of City, upon no less than sixty (60) days' advance written notice to Ava.

Section 20.24 ***Authority***. The signatories hereto represent and warrant that they are duly authorized on behalf of their respective entities to enter into and consummate this Agreement.

Section 20.25 ***Counterparts***. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that the digital signatures of the signatories included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Any digital signature shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based record keeping system to the fullest extent permitted by Applicable Law.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last signature date indicated below to be effective as of the Effective Date.

CITY OF LIVERMORE,
a municipal corporation

By: _____
Name: Marianna A. Burch
Title: City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Jason R. Alcala
Title: City Attorney

AVA COMMUNITY ENERGY,
a California joint powers authority

By: _____
Name: Howard Chang
Title: Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Name: Inder Khalsa
Title: General Counsel

[*Signature Page to Livermore City PPA – Critical Municipal Facilities*]

Schedule I

Defined Terms

"**Adjusted Energy Production**" has the meaning set forth in Section 8.1.

"**Adverse Effect**" has the meaning set forth in Section 7.6.

"**Adverse Environmental Conditions**" means (i) the existence or the continuation of the existence of Environmental Contamination (including, without limitation, a sudden or non-sudden accidental or non-accidental Environmental Contamination), or exposure to or release of any substance, chemical, material, pollutant, Hazardous Substance, odor or audible noise or other release or emission in, into or onto the environment at, in, by or related to the Project Site, (ii) the environmental aspect of the transportation, storage, treatment or disposal or materials in connection with the Project, or (iii) the violation, or alleged violation, of any Environmental Law, permits or licenses of, by or from any Governmental Authority relating to environmental matters connected with the applicable Project Site.

"**Affected Projects**" has the meaning set forth in Section 10.5.

"**Agreement**" has the meaning set forth in the Preamble.

"**AHJ**" means any Governmental Authority, agency, organization, office or Person responsible for (i) enforcing the requirements of a statute, regulation, code or standard, (ii) issuing a Governmental Approval, or (iii) or for approving equipment, materials, an installation or a procedure in relation to a Project.

"**Ancillary Services**" means operating reserves, regulation, black-start capability, reactive supply, voltage control, frequency response, contingency reserves, other products associated with electric generation and Energy that a Project is capable of providing and all other beneficial attributes and outputs of the Project not required for the operation of the Project.

"**Annual Escalator**" has the meaning set forth in Section 5.1(a)(i).

"**Annual Storage Availability**" has the meaning set forth in Section 8.2(a).

"**Applicable Law**" means all national, state, local or municipal laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, Governmental Approvals, licenses, permits, directives, and requirements of all regulatory and other Governmental Authorities.

"**Attestation Form**" means documentation provided by Ava to City transferring title to the RECs, specifying the Project, REC quantity, and REC vintage with respect to the RECs sold herein.

"**Ava**" has the meaning set forth in the Preamble.

"**Ava Event of Default**" means an Ava Portfolio Default or an Ava Project Default, or both, as the context may require.

"**Ava Pass-Through Costs**" has the meaning set forth in Section 5.6.

"**Ava Portfolio Default**" has the meaning set forth in Section 13.3.

"**Ava Project Default**" has the meaning set forth in Section 13.1.

"**Ava Removal Security**" has the meaning set forth in Section 11.4.

"**Ava Termination Payment**" means the corresponding amount set forth in the schedule set forth in **Exhibit VI**.

"**Ava WREGIS Account**" has the meaning set forth in Section 9.2.

"**Avoided Utility Cost**" means the applicable amount set forth in **Exhibit I**.

"**Bankruptcy Event**" means with respect to any entity, the occurrence of any of the following: such entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it and such case filed against it is not dismissed in 60 days, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (e) is generally unable to pay its debts as they fall due.

"**Bill Credit Disqualifying Event**" has the meaning set forth in Section 5.1(c),

"**Budgetary Non-Appropriation Event**" has the meaning set forth in Section 10.3.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in the State of California are authorized or required to close.

"**CAISO**" means the California Independent System Operator or any successor entity performing similar functions.

"**Capacity Attribute**" means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Project can accept at or deliver to the Delivery Point at a particular moment and that can be purchased and sold under CAISO market rules, including Resource Adequacy Benefits.

"**CARB**" means the California Air Resources Board.

"**CEC**" means the California Energy Commission.

"**CEC Listed Supplier**" means a supplier of equipment that is listed on the CEC's Solar Equipment List, as such list is adopted and updated from time to time pursuant to CEC Docket no. 18-SOLAR-01.

"**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any Applicable Law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation) or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority.

"**Charging Energy**" means the PV Energy and/or grid energy, net of Station Use, delivered to the Storage Project as measured by the Meter in accordance with CAISO metering requirements and Prudent Operating Practice, as such meter readings are adjusted pursuant to CAISO requirements for any applicable Electrical Losses.

"**City**" has the meaning set forth in the Preamble.

"**City Portfolio**" means, collectively, all Projects contemplated under this Agreement.

"**City Portfolio Default**" has the meaning set forth in Section 13.7.

"**City Project Default**" has the meaning set forth in Section 13.5.

"**City Termination Payment**" means the corresponding amount set forth in the schedule set forth in **Exhibit VII**.

"**City WREGIS Account**" has the meaning set forth in Section 9.2.

"**City-Requested Outage**" has the meaning set forth in Section 7.8.

"**City-Specific Terms**" means those terms **Exhibit III**.

"**Claims**" has the meaning set forth in Section 16.1.

"**COD Delay Cure Period**" means a period of up to forty five (45) days.

"**COD Delay Notice**" has the meaning set forth in Section 4.6(c).

"**Commercial Operation**" means that the Project (i) is mechanically complete, (ii) is capable of providing electricity to the Delivery Point at the capacity specified on the applicable Project Site Addendum, subject to the caveats set forth in this Agreement, (iii) has permission to operate from the relevant Local Electric Utility, and (iv) Project is fully operational, reliable, interconnected, fully integrated and synchronized with the distribution system.

"**Commercial Operation Date**" or "**COD**" means, for each Project, the date upon which Commercial Operation has been achieved, as indicated via written notice from Ava to the City in accordance with Section 4.6(d).

"**Commercial Operation Deadline**" means the deadline by which each Project must achieve COD, as set forth in the applicable PSA.

"**Commissioning Test**" has the meaning set forth in Section 4.6(d).

"**Compliance Action**" has the meaning set forth in Section 17.2.

"**Compliance Expenditure Cap**" has the meaning set forth in Section 17.2.

"**Confidential Information**" means, whether oral or written, which is delivered by the receiving Party or learning Party, including information that either the learning Party or the receiving Party stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

"**Construction Start**" has the meaning set forth in Section 4.4(a).

"**Construction Start Date**" has the meaning set forth in Section 4.4(a).

"**Contract Capacity**" means the sum of the Guaranteed Nameplate Capacity of each Generating Project and Storage Inverter Power of each Storage Project within the City Portfolio.

"**Contract Month**" means any calendar month during the Term, commencing on the first calendar month to occur subsequent to the Commercial Operation Date of the first Project to achieve COD hereunder.

"**Contract Price**" means the Renewable Rate or the Storage Rate, or both, as the context may require.

"**Contract Year**" means any consecutive twelve (12)-month period during the Term, commencing on the Commercial Operation Date of the first Project to achieve COD and ending on the last day of such twelve (12)-month period.

"**CPUC**" means the California Public Utilities Commission or any successor agency performing similar statutory functions.

"**Credit Downgrade Event**" means (a) the long-term, senior, unsecured debt rating of Ava (i) falls below BBB- from S&P and (ii) Baa3 from Moody's, or (b) Ava is no longer rated by either of S&P and Moody's.

"**Critical Milestones**" means the Construction Start Date and the Commercial Operation Deadline.

"**Defaulting Party**" means any Party with respect to which an Event of Default has occurred and is ongoing.

"**Delay Damages**" means, with respect to each Project, liquidated damages received from Developer due to failure to achieve the applicable development milestones set forth in the EPC Agreement, including, but not limited to, the Commercial Operation Deadline.

"**Delivery Equipment**" means utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, and other necessary appurtenances.

"**Delivery Period**" has the meaning set forth in Section 3.1.

"**Delivery Point**" means, with respect to each Project, the point where such Project is interconnected to City's existing electrical system.

"**Design Plan**" has the meaning set forth in Section 4.3.

"**Developer**" means McMillan Electric, a California corporation, or any successor thereto, in each case, with whom Ava is contracting for the engineering, procurement, construction, and installation of the Projects.

"**Discharging Energy**" means, with respect to a Storage Project, all Energy delivered to the applicable Delivery Point from the Storage Project, as measured by the Meter in accordance with CAISO metering requirements and Prudent Operating Practices, adjusted pursuant to CAISO requirements for any applicable Electrical Losses.

"**Dispute**" has the meaning set forth in Section 20.3.

"**Early Termination Event**" has the meaning set forth in Section 3.2(a).

"**Effective Date**" has the meaning set forth in the Preamble.

"**Electrical Losses**" means all transmission or transformation losses between the Project and the Delivery Point, including, as applicable, losses associated with (i) delivery of PV Energy to the Delivery Point, (ii) delivery of Charging Energy to the Storage Project, (iii) conversion of Charging Energy into Discharging Energy, and (iv) delivery of Discharging Energy to the Delivery Point.

"**Energy**" means electrical energy generated by the Generating Project.

"**Environmental Contamination**" means the presence of a Hazardous Substance in a concentration exceeding legally allowable limits in violation of Applicable Law, including Environmental Law.

"**Environmental Law**" means any Applicable Law related to (a) the prevention, abatement or elimination of pollution, (b) the protection or preservation of the environment (including air, soil, land surface, subsurface strata, ground water, surface water, coastal water, and wetlands), wildlife (including endangered, threatened or protected species, migratory birds and bald or golden eagles), wildlife habitat, cultural resources, or natural resources, and (c) the use, generation, handling, treatment, storage, disposal, release, transportation or regulation of, or exposure to, Hazardous Substances.

"**EOD Relocation Event**" has the meaning set forth in Section 11.1.

"EPC Agreement" means that certain Master Engineering, Procurement and Construction Agreement, dated as of May 29, 2025 between Ava and Developer for the engineering, procurement, construction, and installation of the Projects.

"**Error-Free**" means the Project Equipment (i) is free from material defects in design, materials, and workmanship, (ii) substantially conforms to the specifications set forth in this Agreement, including the Design Plan, and (iii) functions as designed.

"**Estimated Construction Start Date**" has the meaning set forth in the applicable PSA.

"**Event of Default**" means an Ava Event of Default or a City Event of Default, as the context may require.

"**Exclusive License**" has the meaning set forth in Section 6.1(f).

"**Excused Storage Event**" has the meaning set forth in Section 8.2(a).

"**Expected Annual Contract Quantity**" has the meaning set forth in **Exhibit I**.

"**FERC**" means the Federal Energy Regulatory Commission.

"**Financing Party**" has the meaning set forth in Section 18.2.

"**FM Delay Cure Period**" has the meaning set forth in Section 4.6(b).

"**Force Majeure Delay**" has the meaning set forth in Section 4.6(b).

"**Force Majeure Event**" means any event or circumstance beyond the reasonable control of and without the fault or negligence of the affected Party, including, without limitation: tornado, hurricane, lightning, tsunami, flood, earthquake or other acts of God; fire; explosion; invasion, acts of terrorism, war (declared or undeclared) or other armed conflict; riot, revolution, insurrection or similar civil disturbance; global pandemic (except as excluded below); sabotage; strikes, walkouts, lock-outs, work stoppages or other labor disputes (in each case, not attributable to the actions of Ava); and action, inaction or restraint by a Governmental Authority, other than the City, that materially impairs the affected Party's ability to perform its obligations under this Agreement, provided that the affected Party used and continues to use commercially reasonable efforts to timely request and diligently pursue the applicable action or inaction of such Governmental Authority, and understanding that any exercise of City Permitting Authority that prevents an affected Party from performing its obligations hereunder will be governed by Section 10.4. Notwithstanding the foregoing, none of the following shall constitute Force Majeure Events: (i) Ava's ability to sell, or City's ability to purchase the Product, or any portion thereof, at a more advantageous price than what is provided under this Agreement; (ii) inability to obtain any supply of goods or services, unless due to an independent Force Majeure Event; (iii) economic hardship, including lack of money; (iv) the increased costs of electricity, materials, equipment, steel, labor services or transportation; (v) delays in customs or similar regulatory clearance, unless due to an independent Force Majeure Event; or (vi) any equipment failure, unless due to an independent Force Majeure Event.

"**Force Majeure Failure**" has the meaning set forth in Section 10.2.

"**Forced Outage**" means an unexpected failure of one or more components of the Project that prevents Ava from generating Energy or making Project Energy available at the Delivery Point and that is not the result of a Force Majeure Event.

"**Forward Certificate Transfers**" has the meaning set forth in the WREGIS Operating Rules.

"**Generating Project**" has the meaning set forth in the Recitals.

"**Governmental Approval**" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions, notices to and declarations of or with any Governmental Authority and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable Environmental Law, that are required for the development, use, and operation of any Project hereunder.

"**Governmental Authority**" means any foreign, federal, state, local or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental AHJ or effective control over a Party.

"**Grid Services**" has the meaning set forth in Section 9.4.

"**Guaranteed Energy Damages**" means liquidated damages in an amount equal to the product of (a) the applicable Avoided Utility Cost, multiplied by (b) the Guaranteed Energy Shortfall.

"**Guaranteed Energy Damages Cap**" has the meaning set forth in Section 8.1(b)(i).

"**Guaranteed Energy Production**" has the meaning set forth in Section 8.1(a).

"**Guaranteed Energy Shortfall**" means, with respect to each year in any Performance Measurement Period, the difference between (a) the product of (i) Expected Annual Contract Quantity, and (ii) 0.85; and (b) the Adjusted Energy Production; provided, if the foregoing formula results in a negative number, the Guaranteed Energy Shortfall shall be zero (0) kWh.

"**Guaranteed Nameplate Capacity**" has the meaning set forth on the applicable PSA.

"**Guaranteed Storage Availability**" has the meaning set forth in Section 8.2(a).

"**Guaranteed Storage Damages**" has the meaning set forth in Section 8.2(b).

"**Hazardous Substance**" means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority.

"**Improvements**" means any buildings and other improvements on the Project Site other than the Project or the Project Equipment.

"**Incentives**" means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the Project such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the Project, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, and (iv) any other attributes, commodity, revenue stream or payment in connection with the Project (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the construction, ownership, use or production of energy from the Project, provided that Incentives shall not include RECs.

"**Indemnified Party**" has the meaning set forth in Section 16.1.

"**Indemnifying Party**" has the meaning set forth in Section 16.1.

"**Initial Term**" has the meaning set forth in Section 3.1.

"**Insolation**" has the meaning set forth in Section 7.4.

"**Installed Capacity**" means, with respect to any Project that has achieved COD, the maximum dependable operating capability of such Project to deliver Project Energy at the Meter, and adjusted for Electrical Losses to the Delivery Point (up to but not in excess of the Project Capacity).

"**Installed Capacity Certificate**" means a certificate issued by a Licensed Professional Engineer confirming the Installed Capacity of the Project.

"**Interconnection Agreement**" means, with respect to each Project, the interconnection agreement entered into by and between Ava and the Local Electric Utility pursuant to which such Project will be interconnected with the Transmission System.

"**Interest Rate**" has the meaning set forth in Section 5.3.

"**Invoice Information**" has the meaning set forth in Section 5.2.

"**Joint Powers Act**" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.).

"**Joint Powers Agreement**" means that certain Joint Powers Agreement dated December 1, 2016, as amended from time to time, under which Ava is organized as a joint powers authority in accordance with the Joint Powers Act.

"**kW**" means kilowatt in alternating current, unless expressly stated in terms of direct current.

"**kWh**" means kilowatt-hour in alternating current, unless expressly stated in terms of direct current.

"**Lawful Permitting Denial Event**" has the meaning set forth in Section 10.4.

"**Letter of Credit**" means an irrevocable, standby letter of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- without an outlook designation of "stable" from S&P or A3 with an outlook designation of "stable" from Moody's, the form of which shall be mutually agreeable to the Parties.

"**License Term**" has the meaning set forth in Section 6.1(a).

"**Licensed Professional Engineer**" means an independent, professional engineer selected by Ava and reasonably acceptable to City, licensed in the State of California.

"**Licensees**" has the meaning set forth in Section 6.1(a).

"**Licenses**" has the meaning set forth in Section 6.1(f).

"**Lien**" has the meaning set forth in Section 6.3.

"**Local Electric Utility**" means Pacific Gas and Electric Company, an investor-owned utility headquartered in San Francisco, California.

"**Lost Output**" has the meaning set forth in Section 8.1(a).

"**Meter**" has the meaning set forth in Section 12.1.

"**Modified Design Plan**" has the meaning set forth in Section 4.3.

"**Monthly Bill Credit**" has the meaning set forth in Section 5.1(c),

"**Monthly Payment**" has the meaning set forth in Section 5.1(a)(ii).

"**MSDS**" has the meaning set forth in Section 7.11.

"**NERC**" means the North American Electric Reliability Corporation.

"**No-Fault Relocation Event**" has the meaning set forth in Section 11.1.

"**Non-Appropriation Period**" has the meaning set forth in Section 10.3.

"**Non-Appropriation Start Date**" has the meaning set forth in Section 10.3.

"**Non-Defaulting Party**" means, with respect to the occurrence of any Event of Default, the Party that is not the Defaulting Party in connection with such Event of Default.

"**Non-Exclusive License**" has the meaning set forth in Section 6.1(a).

"**O&M Agreement**" means, with respect to each Project, one or more commercially negotiated contract(s) for the operation and maintenance of the applicable Project, which shall be entered into by and between Ava and Operator.

"**On-Site Contractor**" has the meaning set forth in Section 7.10(a).

"**On-Site Services**" has the meaning set forth in Section 7.10(a).

"**Operator**" means the entity with which Ava enters into an O&M Agreement for the operation and maintenance of the Projects.

"**Optimization Savings**" has the meaning set forth in Section 9.3.

"**Outage Allowance**" has the meaning set forth in Section 7.8.

"**Parties**" and "**Party**" have the meanings set forth in the Preamble.

"**Pass-Through Damages**" has the meaning set forth in Section 5.6.

"**Performance Measurement Period**" has the meaning set forth in Section 8.1(a).

"**Permitted Assignee**" has the meaning set forth in Section 18.1(a).

"**Permitting Authority**" has the meaning set forth in Section 10.4.

"**Person**" means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

"**Planned Outage**" has the meaning set forth in Section 7.7.

"**Portfolio Delivery Period**" means the period starting on the first Commercial Operation Date to occur with respect to any Project hereunder and ending upon the expiration or early termination of all Project Terms hereunder.

"**Product**" means PV Energy, Storage Capacity, and RECs.

"**Progress Report**" has the meaning set forth in Section 4.2.

"**Project"** means any individual Generating Project or Storage Project.

"**Project Annual Storage Availability**" has the meaning set forth in Section 8.2(a).

"**Project Capacity**" means, with respect to any co-located Projects on a particular Project Site, the sum of the Guaranteed Nameplate Capacity of the applicable Generating Project and Storage Inverter Power of the applicable Storage Project.

"**Project Energy**" means the sum of PV Energy and Discharging Energy during the monthly billing period contemplated under this Agreement, net of Electrical Losses and Station Use, as measured by the Meter, which Meter will be adjusted in accordance with CAISO meter requirements and Prudent Operating Practice to account for Electrical Losses and Station Use.

"**Project Equipment**" means PV modules, PV inverters, PV racking, battery modules, battery inverters, charge controllers, electrical panels, electrical disconnects, electric meters, transformers,

and any other supporting equipment, structures, and security features, each to the extent applicable for any given Project.

"**Project Monthly Payment**" has the meaning set forth in Section 5.1(a)(ii).

"**Project Roof**" has the meaning set forth in Section 8.3(a).

"**Project Site**" means, with respect to a Project, the real property upon which such Project shall be installed, as described or depicted in the applicable PSA.

"**Project Site Addendum**" or "**PSA**" has the meaning set forth in the Recitals.

"**Project Term**" has the meaning set forth in Section 3.1.

"**Prudent Operating Practice**" means (a) the applicable practices, methods, and acts required by or consistent with Applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the solar industry during the relevant time period with respect to distributed generation generating projects with integrated storage in the Western United States or (b) any of the practices, methods, and acts that, in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to distributed generation generating projects with integrated storage in the Western United States. Prudent Operating Practice includes compliance with Applicable Laws, applicable reliability criteria, and the criteria, rules, and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

"**PV Energy**" means that portion of Energy that is delivered directly to the Delivery Point from a Generating Project and is not Discharging Energy.

"**PV Payment**" has the meaning set forth in Section 5.1(a)(i).

"**REC**" means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit certified by a non-governmental organization, pollution allowance, carbon credit and any similar environmental allowance or credit and green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program, in each case relating to the construction, ownership, use or production of energy from the Project, provided that RECs shall not include Incentives.

"**Relocation Request**" has the meaning set forth in Section 11.1.

"**Removal Costs**" has the meaning set forth in Section 11.3.

"**Removal Deadline**" has the meaning set forth in Section 11.2.

"**Removal Services**" has the meaning set forth in Section 11.2.

"**Renewable Rate**" has the meaning set forth in the applicable PSA.

"**Renewal Term**" has the meaning set forth in Section 3.1.

"**Representatives**" has the meaning set forth in Section 19.2(a).

"**Requested Confidential Information**" has the meaning set forth in Section 19.2(b).

"**Resource Adequacy Benefits**" means the rights and privileges attached to the Project that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any CPUC decision and includes any local, zonal or otherwise locational attributes associated with the Project, in addition to flex attributes.

"**Roof Damage Warranty**" has the meaning set forth in Section 8.3(a).

"**Site Control**" means that City: (A) is the fee simple owner of the Project Site; or (B) is the lessee of the Project Site pursuant to a lease which (i) has a term no shorter than the duration of the Initial Term, and (ii) authorizes City to act in all manners relating to the control and operation of the Project Site.

"**Station Use**" means: (i) the Energy produced or discharged by the Project that is used within the Project to power the lights, motors, control systems, and other electrical loads that are necessary for operation of the Project; and (ii) the Energy produced or discharged by the Project that is consumed within the Project's electric energy distribution system as losses.

"**Storage Capacity**" means the maximum dependable operating capability of the Storage Project to discharge electric energy that can be sustained for four consecutive hours (in kWh).

"**Storage Inverter Power**" means the nameplate discharging power rating, in kWs, of a Storage Project, as specified in the applicable PSA.

"**Storage Payment**" has the meaning set forth in Section 5.1(a)(i).

"**Storage Project**" has the meaning set forth in the Recitals.

"**Storage Rate**" has the meaning set forth in the applicable PSA.

"**Subcontractors**" has the meaning set forth in Section 2.1.

"**Tariff Termination**" has the meaning set forth in Section 17.1.

"**Term**" has the meaning set forth in Section 3.1.

"**Termination Payment**" means the Ava Termination Payment or City Termination Payment, or both, as the context may require.

"**Tier 1 Supplier**" means a "Tier 1 Module Manufacturer" as listed from time to time by *Bloomberg New Energy Finance's PV Market Outlook*, published on a quarterly basis, or if no longer published, a similar publication agreed upon by Ava and City in writing, and as agreed to by City.

"**Total System Benefit**" means the sum of all revenue and bill savings from Optimization Savings realized by the operation of the Project, net of any electricity expenses associated with the operation of the Project, as calculated by Ava. Total System Benefit does not include RECs or Incentives. A hypothetical calculation of Total System Benefit is as follows: (i) estimated cumulative Project Site utility expenses during the Term if the Project did not exist, less (ii) estimated cumulative Project Site utility expenses during the Term with the Project in operation, less (iii) cumulative Monthly Payments during the Term.

"**Total System Benefit Target**" has the meaning set forth in Section 5.1(b).

"**Transmission System**" means the transmission Projects operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.

"**WECC**" means the Western Electricity Coordinating Council.

"**WREGIS**" means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

"**WREGIS Certificate**" has the same meaning as "certificate" as defined in the WREGIS Operating Rules.

"**WREGIS Operating Rules**" means those operating rules and requirements adopted by WREGIS as of November 2024, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

EXHIBIT I

EXPECTED ANNUAL CONTRACT QUANTITY AND AVOIDED UTILTY COST

[*Attached*]

Exhibit I

Expected Annual Contract Quantity

City: Livermore

Year	Expected Project Energy (kWh)	Guaranteed Project Energy (kWh)	Avoided Utility Cost $/kWh
1	172,684	146,781	$ 0.1429
2	171,820	146,047	$ 0.1458
3	170,957	145,313	$ 0.1487
4	170,093	144,579	$ 0.1517
5	169,230	143,846	$ 0.1547
6	168,367	143,112	$ 0.1578
7	167,503	142,378	$ 0.1610
8	166,640	141,644	$ 0.1642
9	165,776	140,910	$ 0.1675
10	164,913	140,176	$ 0.1708
11	164,050	139,442	$ 0.1742
12	163,186	138,708	$ 0.1777
13	162,323	137,974	$ 0.1813
14	161,459	137,240	$ 0.1849
15	160,596	136,506	$ 0.1886
16	159,732	135,773	$ 0.1924
17	158,869	135,039	$ 0.1962
18	158,006	134,305	$ 0.2000
19	157,142	133,571	$ 0.2000
20	156,279	132,837	$ 0.2000
21	155,415	132,103	$ 0.2000
22	154,552	131,369	$ 0.2000
23	153,689	130,635	$ 0.2000
24	152,825	129,901	$ 0.2000
25	151,962	129,167	$ 0.2000

EXHIBIT II

PROJECT SITE ADDENDA

[*Attached*]

Exhibit II - Livermore - Project Site Addendum Summary

City:	**Livermore**
City Effective Date:	
Initial Term:	**25 years**
Cumulative Guaranteed Nameplate Capacity (kW DC):	**123.6kW**
Storage Inverter Power (kW):	**180.0kW**

Contract Capacity	**303.6kW**
Annual Escalator:	**2.00%**

Livermore Site Name	Project Address	Year 1 Renewable Rate ($/kWh)	Year 1 Storage Rate ($/kW)	Project Type (Generating, Storage, Both)	Project PV Description (e.g., carport, rooftop, etc.)	Guaranteed Nameplate Capacity (kW DC)	Storage Inverter Power (kW)	Storage Contract Capacity (kWh)	Estimated Construction Start Date	Estimated Commercial Operation Date
Livermore City Council Chambers	1016 S Livermore Ave. Livermore, CA 94550	$ 0.235	$ 20.00	Both	Rooftop	57.86kW	80.00kW	162.00kWh	12/31/2025	4/30/2026
Livermore Maintenance Service Center	3500 Robertson Park Road Livermore, CA 94550	$ 0.210	$ 20.00	Both	Rooftop	65.69kW	100.00kW	244.00kWh	12/31/2025	4/30/2026
Livermore Total:						**123.55kW**	**180.00kW**	**406.00kWh**		

Exhibit II-1

PSA for Livermore City Council Chambers

[*Attached*]

Exhibit II-1 - Project Site Addendum

Project Name	Project Type (Generating, Storage, Both)	Project PV Description (e.g., carport, rooftop, etc.)	City / Site Owner	Project Address
Livermore City Council Chambers	Both	Rooftop	Livermore	1016 S Livermore Ave. Livermore, CA 94550

Milestone Schedule			
Estimated Construction Start Date	Construction Start Deadline	Estimated Commercial Operation Date	Commercial Operation Deadline
12/31/2025	1/31/2026	4/30/2026	5/31/2026

Generating Project Terms
Guaranteed Nameplate Capacity (kW DC)
57.86kW

Storage Project Terms	
Storage Inverter Power (kW)	Storage Contract Capacity (kWh)
80.00kW	162.00kWh

Project Site Information

Project Site Description: The Project Site is the Livermore City Council Chambers, located at 1016 South Livermore Avenue. The Generating Project will include PV panels located on the southwest side of the rooftop and a portion of the north rooftop. The Storage Project will include a battery energy storage system located on the southwest side of the property parallel to South Livermore Avenue. The Project shall be a built as documented within the enclosed design plans, which are subject to further modification with City's approval.

Access Points: [*City to advise, as applicable*]

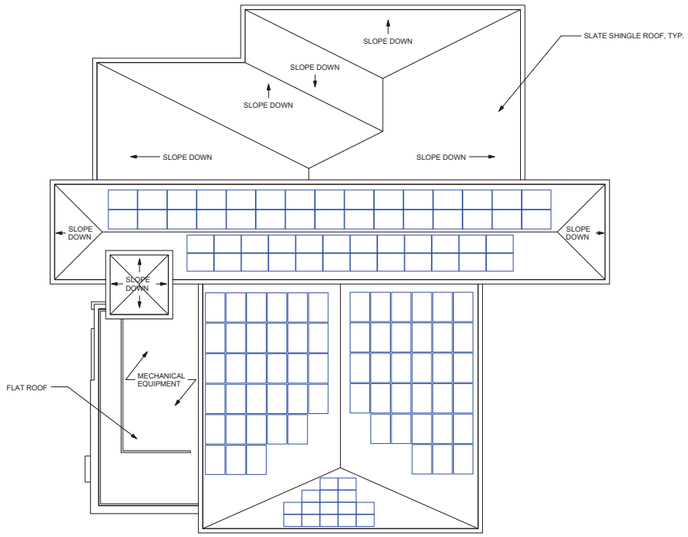
Construction Assumptions: Not applicable

Electrical Diagram: [See attached]

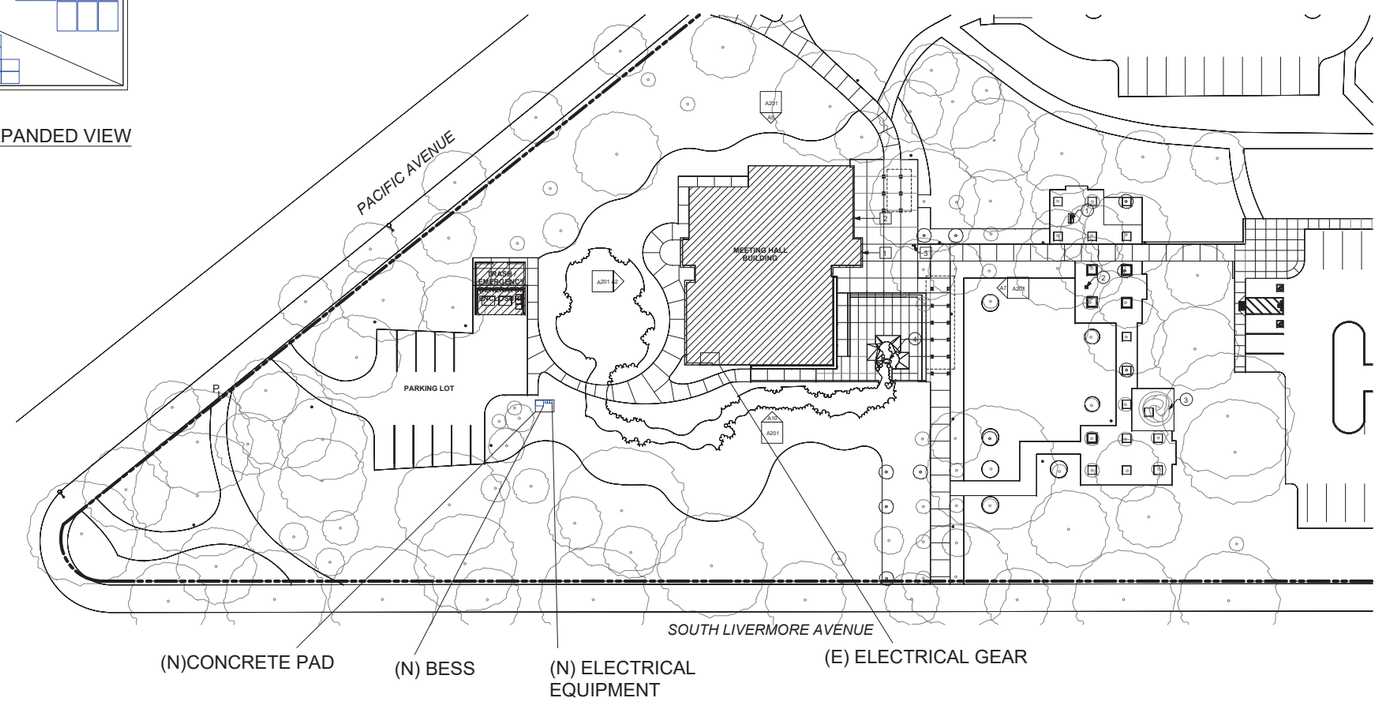
Exhibit II-1

Site Plan, Electrical Diagrams, and Metering Information for Livermore City Council Chambers

[*Attached*]



ROOF LAYOUT EXPANDED VIEW



EQUIPMENT LAYOUT

McMILLAN ELECTRIC
1480 Folsom St. San Francisco, CA 94103
T: 415.826.5100 F: 415.826.0142
McMillanCo.com · Licence 268179·C10

LICENSED ELECTRICAL CONTRACTOR
McMILLAN ELECTRIC
C-10
License No. 268179
Exp 3/31/2026
STATE OF CALIFORNIA

PROJECT:
CITY COUNCIL CHAMBERS
1016 SOUTH LIVERMORE AVE
LIVERMORE, CA, 94550

PROJECT DETAILS:
PV: 57.86 kWstc, 50kW AC
BESS: 80KW/162KWH
AHJ: LIVERMORE, CITY OF

SHEET NOTES:

No.	Description	Date

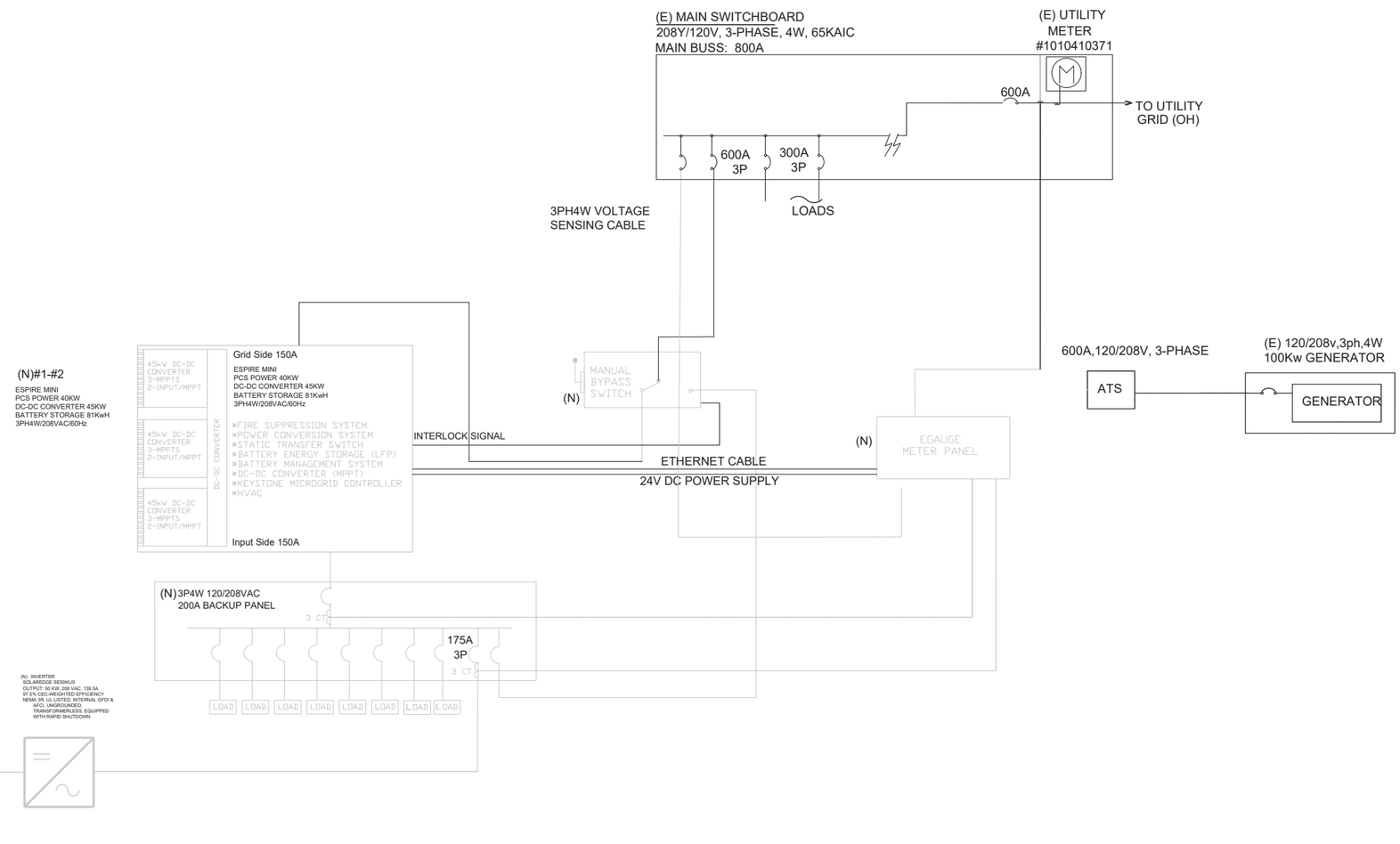
BLOCK DIAGRAM & EQUIPMENT SPECS

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

E3.0.1

Scale	As indicated

4/4/2024 3:06:26 PM



McMILLAN ELECTRIC
1480 Folsom St. San Francisco, CA 94103
T: 415.826.5100 F: 415.826.0142
McMillanCo.com · Licence 268179·C10

PROJECT:
CITY COUNCIL CHAMBERS
1016 SOUTH LIVERMORE AVE
LIVERMORE, CA, 94550

PROJECT DETAILS:
PV: 57.86 kWstc, 50kW AC
BESS: 80KW/162KWH
AHJ: LIVERMORE, CITY OF

SHEET NOTES:

No.	Description	Date

BLOCK DIAGRAM & EQUIPMENT SPECS

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

E3.0.1

Scale	As indicated

4/4/2024 3:06:26 PM

Exhibit II-1

Attachment A: Project Site Safety & Security Requirements

[*City to provide no later than thirty (30) days prior to Construction Start, as applicable.*]

Exhibit II-2

PSA for Livermore Maintenance Service Center

[*Attached*]

Exhibit II-2 - Project Site Addendum

Project Name	Project Type (Generating, Storage, Both)	Project PV Description (e.g., carport, rooftop, etc.)	City / Site Owner	Project Address
Livermore Maintenance Service Center	Both	Rooftop	Livermore	3500 Robertson Park Road Livermore, CA 94550

Milestone Schedule			
Estimated Construction Start Date	Construction Start Deadline	Estimated Commercial Operation Date	Commercial Operation Deadline
12/31/2025	1/31/2026	4/30/2026	5/31/2026

Generating Project Terms
Guaranteed Nameplate Capacity (kW DC)
65.69kW

Storage Project Terms	
Storage Inverter Power (kW)	Storage Contract Capacity (kWh)
100.00kW	244.00kWh

Project Site Information

Project Site Description: The Project Site is the Livermore Maintenance Services building, located at 3500 Robertson Park Road. The Generating Project will include PV panels located on the south side of the rooftop of the main building and the west side of the rootfop on the adjacent building. The Storage Project will include a battery energy storage system located on the south side of the property parallel to Robertson Park Road. The Project shall be built as documented within the enclosed design plans, which are subject to further modification with City's approval.

Access Points: [*City to advise, as applicable*]

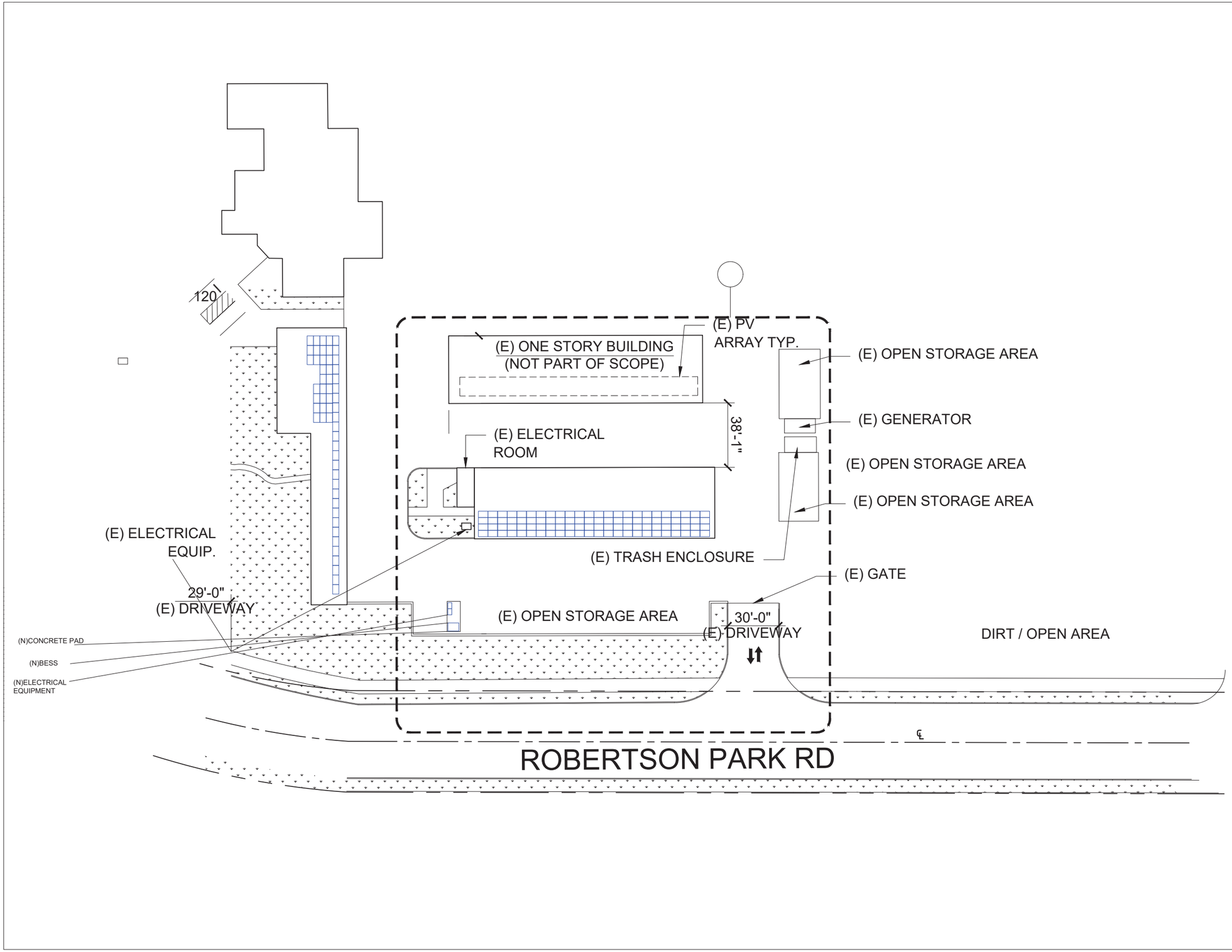
Construction Assumptions: Not applicable

Electrical Diagram: [See attached]

Exhibit II-2

Site Plan, Electrical Diagrams, and Metering Information for Livermore Maintenance Service Center

[*Attached*]



McMILLAN ELECTRIC
1480 Folsom St. San Francisco, CA 94103
T: 415.826.5100 F: 415.826.0142
McMillanCo.com · Licence 268179·C10

LICENSED ELECTRICAL CONTRACTOR
McMILLAN ELECTRIC
C-10
License No.
268179
Exp 3/31/2026
STATE OF CALIFORNIA

PROJECT:
MAINTENANCE SERVICE CENTER
3500 ROBERTSON PARK RD
LIVERMORE, CA, 94550

PROJECT DETAILS:
65.69 kWstc, 50kW AC
BESS: 100KW/244KWH
AHJ: LIVERMORE, CITY OF

SHEET NOTES:

No.	Description	Date

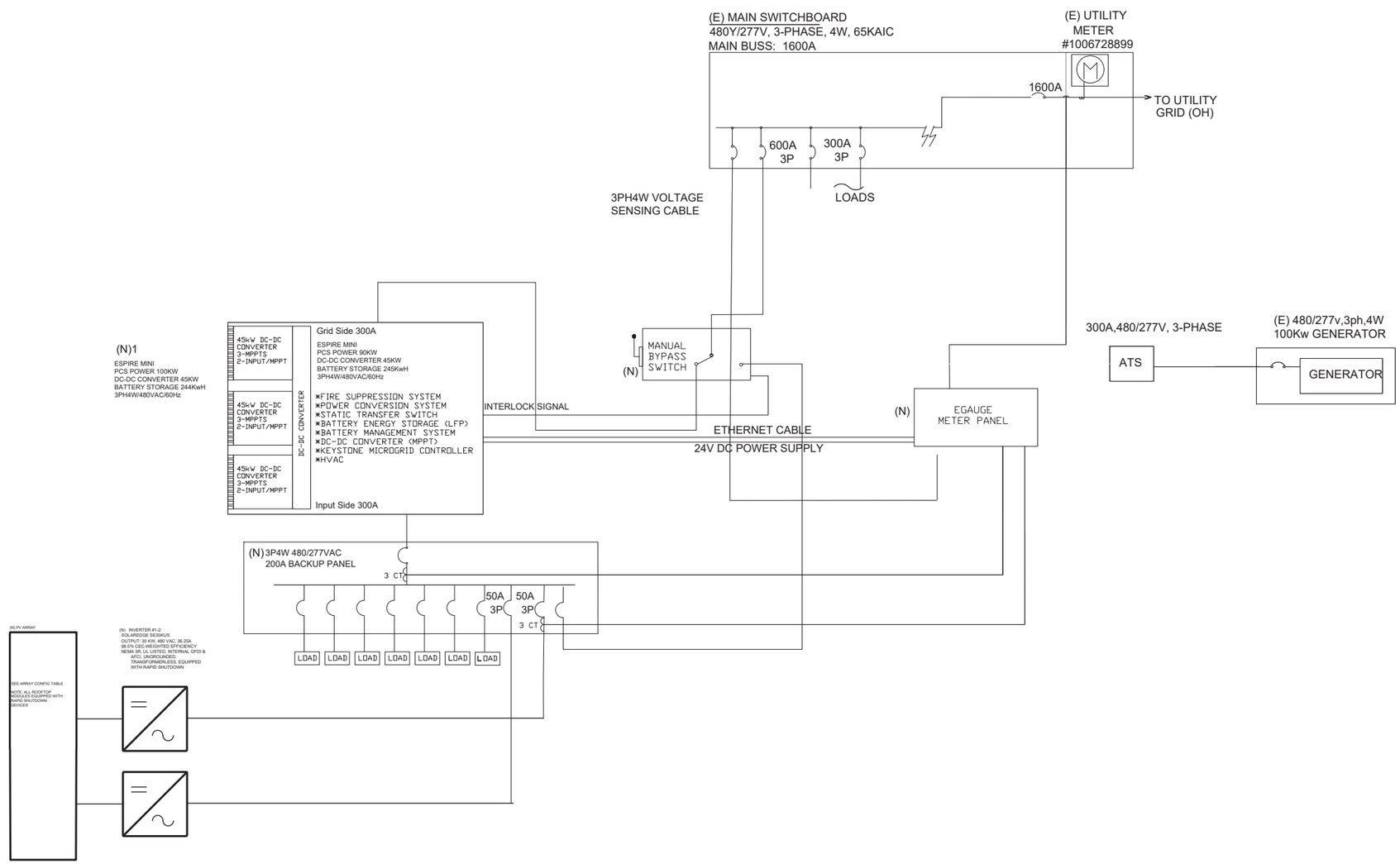
BLOCK DIAGRAM & EQUIPMENT SPECS

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

E3.0.1

Scale	As indicated

4/4/2024 3:06:26 PM



McMILLAN ELECTRIC
1480 Folsom St. San Francisco, CA 94103
T: 415.826.5100 F: 415.826.0142
McMillanCo.com · Licence 268179·C10

LICENSED ELECTRICAL CONTRACTOR
McMILLAN ELECTRIC
C-10
License No.
268179
Exp 3/31/2026
STATE OF CALIFORNIA

PROJECT:
MAINTENANCE SERVICE CENTER
3500 ROBERTSON PARK RD
LIVERMORE, CA, 94550

PROJECT DETAILS:
65.69 kWstc, 50kW AC
BESS: 100KW/244KWH
AHJ: LIVERMORE, CITY OF

SHEET NOTES:

No.	Description	Date

BLOCK DIAGRAM & EQUIPMENT SPECS

Project number	Project Number
Date	Issue Date
Drawn by	Author
Checked by	Checker

E3.0.1

Scale	As indicated

4/4/2024 3:06:26 PM

Exhibit II-2

Attachment A: Project Site Safety & Security Requirements

[*City to provide no later than thirty (30) days prior to Construction Start, as applicable.*]

EXHIBIT III

CITY-SPECIFIC TERMS

N/A

EXHIBIT IV

INSURANCE REQUIREMENTS

A. ENDORSEMENTS AND CONDITIONS APPLYING TO ALL PHASES INSURANCE

Without limiting Ava's indemnification of the City, Ava shall provide and maintain at its own expense, during the term of this Agreement, or phase of this Agreement if coverage is phase-specific, or as may be further required herein, the following insurance coverages and provisions:

1. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the City. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by Ava shall not reduce or limit Ava's contractual obligation to indemnify and defend the Indemnified Parties.

2. EVIDENCE OF COVERAGE: Before commencing operations under this Agreement, Ava shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to City, evidencing that all required insurance coverage is in effect. The required certificate(s) and endorsements must be sent as set forth in the notices.

   Ava shall not receive a notice to proceed with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the City. This approval of insurance shall neither relieve nor decrease the liability of Ava.

3. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of this Agreement or phase of this Agreement to which it applies. In addition, insurance policies and coverage(s) written on a claims-made basis:

   - Shall be maintained during the entire term of this Agreement or phase of this Agreement to which it applies and until 5 years following the letter of termination of this Agreement/phase of this Agreement and acceptance of all work provided under this Agreement.

   - The retroactive date must be before the execution date of the contract or the beginning of contract work.

   - If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, Ava must purchase extended reporting period coverage for a minimum of five (5) years after completion of work.

4. ADDITIONAL INSURED: All insurance required herein with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: City or, its elected officials, officers, agents, employees,

volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

In all cases, the additional insured endorsement shall be at least as broad as ISO Form CG 20 38 04 13.

All private property owners granting "Rights of Entry" for construction of the work shall be covered as insureds under the same coverage as provided the City as respects their ownership of the property and the work to be done thereon.

5. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the City. Acceptance of Ava's insurance by City shall not relieve or decrease the liability of Ava hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Ava.

6. SUBCONTRACTORS: Ava shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this **Exhibit IV**. Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

7. JOINT VENTURES: If Ava is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:

   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies.

   - Coverage shall be at least as broad as in the ISO forms named above. Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".

8. NOTICE OF CANCELLATION:

   All coverage as required herein shall not be canceled or changed so as to no longer meet the specified City insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the City or their designated agent.

9. SELF-INSURANCE:

   City acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of Ava. However, this shall not in any way limit liabilities assumed by Ava under this Agreement. Any self-insurance shall be approved in writing by City upon satisfactory evidence of financial capacity. Ava's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions. City acknowledges that some insurance

requirements contained in this Agreement may be fulfilled by a combination of primary and excess liability policies. However, this shall not in any way limit liabilities assumed by Ava under this Agreement.

B. DESIGN PHASE INSURANCE REQUIREMENTS

Insurance required during the design phase will include:

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits as follows:

   a. Each occurrence -$2,000,000

   b. General aggregate -$2,000,000

   c. Personal Injury -$2,000,000

2. General liability coverage shall include:

   a. Project Site and Operations

   b. Personal Injury liability

   c. Severability of interest

3. Automobile Liability Insurance

   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non owned and hired vehicles.

4. Workers' Compensation and Employer's Liability Insurance

   a. Statutory California Workers' Compensation coverage including broad form all states coverage.

   b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

5. Professional Errors and Omissions Liability Insurance

   a. Coverage shall be in an amount of not less than two million dollars ($2,000,000) per occurrence/aggregate.

   b. If coverage contains a deductible or self-retention, it shall not be greater than two hundred fifty thousand dollars ($250,000) per occurrence/event.

   c. Coverage as required herein shall be maintained for a minimum of three years following termination or completion of this Agreement.

6. Claims Made Coverage

If coverage is written on a claims' made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

a. Policy retroactive date coincides with or precedes the consultant's start of work

(including subsequent policies purchased as renewals or replacements).

b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. CONSTRUCTION PHASE INSURANCE REQUIREMENTS

The following limits shall apply:

1. Commercial General Liability Insurance for bodily injury (including death) and property damage which provides limits as follows:

a. Each occurrence -$2,000,000

b. General aggregate -$4,000,000

c. Products/Completed Operations aggregate ** - $4,000,000

d. Personal Injury -$2,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

a. Project Site and Operations

b. **Products/Completed Operations with limits of four million dollars ($4,000,000) per aggregate to be maintained for three (3) years following acceptance of the work by City.

c. Contractual Liability expressly including liability assumed under this Agreement. If Ava is working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass or crossway shall be deleted, or a railroad protective policy provided.

d. Personal Injury liability

e. City's and Ava's protective liability

f. Severability of interest

g. Explosion, Collapse, and Underground Hazards (X, C and U)

h. Broad Form Property Damage liability

3. General liability coverage shall include the following endorsements, copies of which shall be provided to City:

a. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with City.

b. X C & U (Explosion, Collapse and Underground) Endorsement:

Insurance afforded by this policy shall provide X, C and U Hazards coverage.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

6. Property Installation floater:

The property installation floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation and testing at the entity's site. The coverage shall be in the amount of the value of the completed Project and materials.

D. OPERATIONS AND MAINTENANCE PHASE INSURANCE REQUIREMENTS

Ava shall cause the delivery of certification of insurance requirements during the operations and maintenance phase no less than sixty (60) days prior to the estimated COD Deadline.

The following limits shall apply:

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

a. Each occurrence -$2,000,000

b. General aggregate -$4,000,000

c. Personal Injury -$2,000,000

2. General liability coverage shall include:

- Project Site and Operations
- Personal Injury liability
- Severability of interest

3. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4. Workers' Compensation and Employer's Liability Insurance

- Statutory California Workers' Compensation coverage including broad form all-states coverage.
- Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

EXHIBIT V
NOTICES

Livermore	Ava
All Notices: Street: 1052 S Livermore Avenue City: Livermore Attn: City Attorney's Office Phone: 925-960-4150 Email: cityattorney@livermoreca.gov With additional copies to: prspence@livermoreca.gov pepontau@livermoreca.gov	**All Notices:** 1999 Harrison Street, Suite 2300 Oakland, CA 94612 Attn: Ava CMF Phone: (833) 699-3223 Email: avacmf@avaenergy.org
Reference Numbers: Duns: 086168564 Federal Tax ID Number: 94-6000359	**Reference Numbers:** Duns: 081103072 Federal Tax ID Number: 82-2262960
Invoices: Attn: Accounts Payable Phone: 925-960-4345 Email: accountspayable@livermoreca.gov	**Invoices:** Attn: Ava CMF Phone: (833) 699-3223 Email: finance@avaenergy.org With an additional copy to: structuredfinance@avaenergy.org
Payments: Attn: Finance Phone: 925-960-4300 Email: Finance@livermoreca.gov	**Payments:** Attn: Ava CMF Phone: (833) 699-3223 Email: finance@avaenergy.org With an additional copy to: structuredfinance@avaenergy.org
Wire Transfer: [Redacted]	**Wire Transfer:** [Redacted]

Livermore	Ava
Credit and Collections: Attn: Finance Phone: 925-960-4300 Email: Finance@livermoreca.gov	**Credit and Collections:** Attn: Ava CMF Phone: (833) 699-3223 Email: finance@avaenergy.org With an additional copy to: structuredfinance@avaenergy.org
Emergency Contact: Attn: Public Works Department Phone: 925-960-8020 Email: publicworks@livermoreca.gov	**Emergency Contact:** Attn: Ava CMF Phone: (833) 699-3223 Email: avacmf@avaenergy.org
With additional Notices of an Event of Default to: Attn: Finance Phone: 925-960-4300 Email: Finance@livermoreca.gov	**With additional Notices of an Event of Default to:** Attn: Ava CMF Phone: (833) 699-3223 Email: finance@avaenergy.org With an additional copy to: structuredfinance@avaenergy.org

EXHIBIT VI

AVA TERMINATION PAYMENT SCHEDULE

[*Attached*]

Exhibit VI

Ava Termination Payment Schedule

City: Livermore

Year	Ava Total
1	$28,975
2	$25,802
3	$22,628
4	$19,455
5	$16,282
6	$13,108
7	$9,935
8	$6,762
9	$3,589
10	$17,000
11	$29,215
12	$40,171
13	$49,803
14	$49,804
15	$47,974
16	$44,222
17	$38,457
18	$30,586
19	$20,511
20	$8,131
21	$4,439
22	$2,959
23	$1,973
24	$986
25	$0

EXHIBIT VII

CITY TERMINATION PAYMENT SCHEDULE

[*Attached*]

Exhibit VII

City Termination Payment Schedule

City: Livermore

Year	City Total
1	$1,714,676
2	$1,684,914
3	$1,652,811
4	$1,618,271
5	$1,581,196
6	$1,541,482
7	$1,499,023
8	$1,453,711
9	$1,405,432
10	$1,354,068
11	$1,299,498
12	$1,241,598
13	$1,180,236
14	$1,115,281
15	$1,046,592
16	$974,026
17	$897,437
18	$816,669
19	$731,566
20	$641,964
21	$547,694
22	$448,581
23	$344,445
24	$235,099
25	$123,960

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

4.0	Open Forum Material: Public Comment
5.5	Resolution authorizing the approval of K.J. Woods Construction, Inc.'s request to withdraw their bid proposal, authorizing supplemental appropriations to the Fiscal Year 2025-26 budget, and awarding a construction agreement to DPI, Inc., in the amount of $4,798,723, for the Sewer Replacement Project, WW202003 Material: Public Comment
6.1	Public hearing to consider protests related to the non-payment of solid waste, recycling, and organics handling services provided by Livermore Sanitation for collection on the County Assessor tax roll. Material: PowerPoint Presentation
6.2	Public Hearing to receive and consider the Comprehensive Housing Update to the Livermore Development Code and establishment of Mixed-Use and Multifamily Objective Design Standards (Development Code Amendment (DCA) 23-001 and Policy Proposal (POL) 25-001) Material: PowerPoint Presentation

6.3	Public Hearing to adopt a resolution authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement with Ava Community Energy and determining that the agreement is in the City's best interest Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members. Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Ashley Zieba
Assistant City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Outlook

Public comment about minimum wage

From Dom Cameron-Smith
Date Tue 7/8/2025 5:08 PM
To City Clerk <cityclerk@livermoreca.gov>

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To the City of Livermore Council,

My name is Dom, and I'm a recent highschool graduate, college student and employee residing within Livermore who is concerned about the lack of ordinance relating to minimum wage being made within Livermore. While neighboring cities such as Alameda ($17.46), Berkeley ($19.18) and Emeryville ($19.90) among several other localities across California have all raised minimum wages recently on July 1st to reflect rising costs of living, Livermore however unfortunately continues to follow the state minimum wage of $16.50/hour.

While California's statewide minimum wage isn't low by national standards, the state also has one of the highest costs of living in the country. Due to inflation and rising expenses in housing, food, and transportation, several nearby cities — including Alameda, Berkeley, and Emeryville — raised their minimum wages on July 1st to better reflect these realities. I was disappointed to see Livermore absent from this list. As a result, workers here are earning less than those in neighboring cities, despite facing similar financial pressures. This creates unequal wage standards within the same region and places Livermore residents at a disadvantage.

This problem especially affects younger students and workers like myself, who without a competitive minimum wage will not be able to afford basic necessities with inflation going up as high as it is.

Because of all the aforementioned issues, I urge the City Council to respectfully consider following in the footsteps of our neighboring cities and draft minimum wage ordinances to increase minimum wage so young workers are not left behind with the ever changing economy.

Thank you for your time.

Outlook

Public comment for July 14 Council Meeting

From Mateusz Monterial
Date Sun 7/13/2025 10:07 PM
To City Clerk <cityclerk@livermoreca.gov>

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello,

I want to address item 5.5, the sewer replacement project along Homes St. I support anything you can do to make the street safer during the during this project.

I have written at length to my council member Evan about this road, which is oversized, due to legacy of routing 84, and the numerous benefits that could be achieved for very little investment.

Best,
Mateusz Monterial

Assessment for Non-Payment of Livermore Sanitation's (LSI) Collection Services for Fiscal Year 2023-2024

July 14, 2025

Presented by Anna Zamboanga, Recycling Specialist

1

Assessment for Non-Payment of LSI Collection Services

- Of 29,000 residential and commercial accounts served by LSI, 19 owner-occupied residences are more than 12 months behind on payment.
- No commercial accounts are delinquent this year.
- The net value to be recovered from the 19 residential accounts is approximately $13,000.
- All properties must subscribe to service; LSI cannot stop service for delinquent accounts.

2

Assessment for Non-Payment of LSI Collection Services

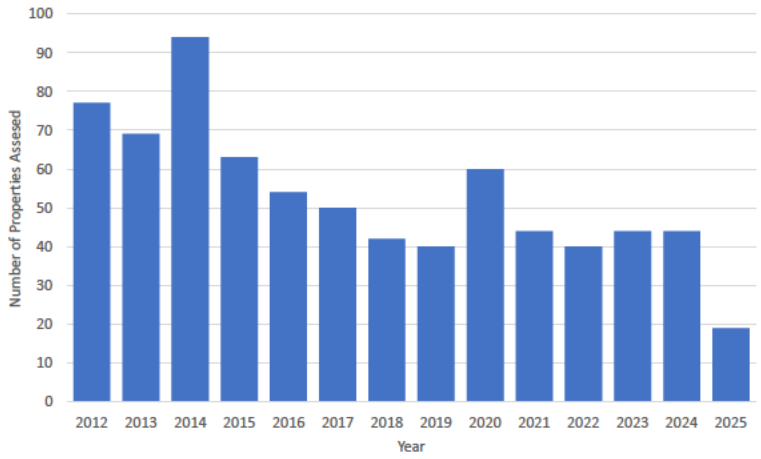
- LSI and the City have sent six written notifications:
  - LSI sends a first notice 30 days after non-payment to the account holder
  - LSI sends a second notice to the account holder and property owner
    - Service is reduced to one 20-gal garbage cart for residential accounts and one 32-gal garbage cart for commercial accounts until payment is made
  - The City sends 4 letters to the account holder
- LSI assigns its right to collection to the City.

CITY OF LIVERMORE CALIFORNIA

3

CB1

Frequency of Assessment



CITY OF LIVERMORE CALIFORNIA

4

Staff Recommendation

- Consider protests related to the non-payment of solid waste, recycling, and organics services;
- Adopt a resolution overruling protests and confirm the assessments if applicable; and,
- Direct staff to forward a finalized copy of the assessment to the County Tax Assessor.

CITY OF LIVERMORE CALIFORNIA

5

Update to the Livermore Development Code and Adoption of Objective Design Standards

City Council Public Hearing
July 14, 2025

Turhan Sonmez, Associate Planner

1

Development Code Update: Purpose

- Bring LDC into compliance with state housing laws
- Adopt new Objective Design Standards to supplement existing City standards that are no longer enforceable for multifamily and mixed-use projects
- Implement project review streamlining pursuant to the City's Adopted Housing Element

2

Housing Updates to LDC

- Chapter 11.30: Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs)
- Chapter 11.50: Two-Unit Residential Developments and Urban Lot Splits
- Chapter 11.62: Streamlined Review in Non-Residential Zoning Districts
- Chapter 11.69: Streamlined Review of Eligible Subdivisions
- Chapter 11.80: Residential Development on Non-Residential Properties

CITY OF LIVERMORE CALIFORNIA

3

Objective Design Standards

Recommendation

- Standards apply to all multifamily and residential mixed-use projects of more than 10 units.

CITY OF LIVERMORE CALIFORNIA

4

Objective Design Standards

Architectural Styles

Spanish Mediterranean

Federal

Farmhouse

American Mercantile

Craftsman

Prairie

CITY OF LIVERMORE CALIFORNIA

5

Development Agreement Pathways

- Modifications to standards possible through a Development Agreement

Affordable Housing	Objective Design Standards
• Allow deviation from certain standards, pursuant to an Alternative Affordable Plan • Opportunities for public benefits	• Allow deviation from standards, pursuant to an Alternative Design Plan • Opportunities for public benefits

CITY OF LIVERMORE CALIFORNIA

6

Project Review Streamlining

Residential Projects with Subdivision Map

Review Authority	Current	Proposed
Staff-Level	Waiver of Parcel Map (PMW)	PMW and 4 or less parcels
PC	4 or less parcels	Between 5 and 149 parcels
CC	5 or more parcels	150 or more parcels

CITY OF LIVERMORE CALIFORNIA

7

Project Review Streamlining

Residential Projects without Subdivision Map

Review Authority	Current	Proposed
Staff-Level	4 or less units	39 or less units
PC	5 or more units	Between 40 and 149 units outside of a Specific Plan **or** 40 or more units inside a Specific Plan
CC		150 or more units outside of a Specific Plan

CITY OF LIVERMORE CALIFORNIA

8

Project Review Streamlining

Isabel Neighborhood Specific Plan

164 condominium units/45 parcels (approx.)

9

Project Review Streamlining

Exceptions to Staff-level review

- Projects appealed to Planning Commission/City Council
- Projects with other entitlements requiring higher level review
- Projects within Downtown Specific Plan taller than 3 floors/45 feet
- Projects requiring a Public Hearing for environmental review. (PC review, and CC if appealed)
- Projects staff refers to the Planning Commission

CITY OF LIVERMORE CALIFORNIA

10

Recommendation

The Planning Commission and staff recommend the City Council:

1. Adopt a resolution finding the project is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061(b)(3) and Government Code Sections 65852.2, 65852.21, 65852.24, 65912.114 and 65912.124; and
2. Adopt a resolution approving the Mixed-Use and Multifamily Objective Design Standards

CITY OF LIVERMORE CALIFORNIA

11

Recommendation - Continued

3. Introduce an ordinance repealing Development Code housing sections 6.02.030 Density Bonus, 6.03.060 Emergency Shelters, 6.03.070 Farmworker Housing, 6.03.080 Mobile Homes and Mobile Home Parks, 6.03.120 Accessory Dwelling Units, and 10.06.050 Affordable Housing, and adopting a new “Part 11 Housing” chapter in the Development Code pertaining to all forms of housing;
4. Introduce an ordinance amending Development Code sections 9.07.020 Applicability, 9.07.030 (Table 9.3 Review Authority For Site Plan and Design Review), 9.07.040 Application Filing, Processing, and Review, of “Part 9 Permits and Approvals”, and sections 10.01.050 (Table 10.1 Subdivision Review Authorities), and 10.02.050 Tentative Map Public Hearing and Action of "Part 10 Subdivisions", to increase project review streamlining; and
5. Introduce an ordinance amending various Development Code sections for internal consistency with new “Part 11 Housing” and amendments to “Part 9 Permits and Approvals” and “Part 10 Subdivisions”.

CITY OF LIVERMORE CALIFORNIA

12

Renewable Energy & Storage Power Purchase Agreement

July 14, 2025

Tricia Pontau, Sustainability Program Manager

1

Background

- On February 10, 2025, City Council authorized a Power Purchase Agreement (PPA) with Ava Community Energy (Ava)
  - Solar with battery storage at 5 City facilities
- Part of a large portfolio of projects across several cities to be financed and owned by Green Bridge
- Green Bridge backed out citing concerns about project costs and timelines due to tariffs and supply chains
- Ava Board of Directors authorized a revised structure in which Ava finances and owns a smaller portfolio of projects

2

Project Scope

- 25-year Power Purchase Agreement with Ava Community Energy
- Rooftop solar and battery storage at two City facilities
  - Civic Center Meeting Hall & Maintenance Service Center
- Benefits:
  - Clean & renewable energy
  - Provides backup power during outages
  - Reduces time-of-use (TOU) energy costs
  - Lowers reliance on diesel generators

CITY OF LIVERMORE CALIFORNIA

3

Financial Terms

- No upfront capital costs for the City.
- Ava will finance, install, own, operate, and maintain the systems.
- City will make monthly payments to Ava for energy generated and storage capacity.
- Nominal energy cost savings over the 25-year contract.
- Grandfathered under NEM 2.0 if installed by April 2026, ensuring higher compensation for excess solar energy.

CITY OF LIVERMORE CALIFORNIA

4

Recommendation

Staff recommends the City Council adopt two resolutions:

1. Determining the project is exempt from the California Environmental Quality Act (CEQA) because it is consistent with California Public Resources Code section 21080.35, which provides that solar energy systems installed on the roof of an existing building or on an existing parking lot, meeting certain characteristics, are exempt from CEQA.

CITY OF LIVERMORE CALIFORNIA

5

Recommendation (cont.)

2. Authorizing the City Manager to execute a Renewable Energy & Storage Power Purchase Agreement between the City and Ava Community Energy in substantially the same form as the draft agreement, subject to the City Attorney's approvals as to form, pursuant to the California Government Code (sections 4217.10 through 4217.18), and determining pursuant to California Government Code section 4217.12 that the agreement is in the City's best interest because the anticipated energy costs will be less than the marginal cost the City would otherwise pay for the consumed energy, which savings will also offset any potential revenue from Ava to place its equipment on City facilities.

CITY OF LIVERMORE CALIFORNIA

6

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon	Summary of Meeting or Event
Mayor Marchand	6/24/2025	Livermore Pleasanton Fire Department Joint Powers Authority	Closed session	Labor negotiations with Firefighters Local 1974.
Mayor Marchand	6/25/2025	Livermore Chamber of Commerce	Board meeting	Provided City update report and approved financials.
Mayor Marchand	6/25/2025	Chamber of Commerce	Ribbon-cutting	Welcomed Trumark Homes at Arroyo Crossing
Mayor Marchand	6/25/2025	Sandia National Labs	Health Fair	Attended the "Stronger Together" health and wellbeing fair hosted by Sandia.
Mayor Marchand	6/26/2025	TV30	Mayor's Report	Provided an update on City activities.
Mayor Marchand	6/26/2025	Alameda County Transportation Commission	Commission meeting	Heard updates including the Rail Safety Enhancement Program, the Student Transit Pass Program and the Local Distribution Program Compliance Report. That report concluded that Livermore's road Pavement Condition Index at 77, continues to be in the top three for cities in Alameda County.
Mayor Marchand	6/26/2025	Innovation Tri-Valley/Pacific Fusion	Town Hall	Heard about the proposed fusion project in Alameda County
Mayor Marchand	6/26/2025	Hindu Community and Cultural Center	Community Celebration	Attended the Shree Jagannatha Ratha Yatra
Mayor Marchand	7/2/2025	Chamber of Commerce	Ribbon-cutting	Welcomed the new owner of Great Clips to Livermore
Mayor Marchand	7/4/2025	City of Livermore	July 4th Celebration	Along with about 10,000 other people, attended the July 4th celebration at the Livermore airport featured several antique war birds, child activities and crafts, aircraft displays and RC aircraft and drone demonstrations. It was a very popular family event.

Mayor Marchand	7/7/2025	Livermore Amador Valley Transit Authority	Board meeting	Received program updates, approved two resolutions and Board elected Julie Testa as Chair.
Mayor Marchand	7/8/2025	City of Livermore	100th Birthday	Presented a certificate celebrating Norma Ware's 100th birthday.
Mayor Marchand	7/9/2025	Alameda County Mayors Conference	Monthly meeting	Heard updates from the League of California Cities and presentations on San Leandro and Ava Energy.
Mayor Marchand	7/11/2025	City of Livermore	Attended a regional listening session which was hosted by State Senator McNerney.	Provided comments on SB79, SB63, housing, affordable housing, water supply, fusion energy and Valley Link.
Mayor Marchand	7/10/2025	City of Livermore	Celebration of Life	Attended the Celebration of Life for John Concannon
Mayor Marchand	7/14/2025	Alameda County Transportation Commission Planning, Policy and Legislative	Subcommittee meeting	Heard legislative updates, reviewed support letters and heard an update on the Countywide Transportation Plan.

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon	Summary of Meeting or Event
Council Member Dunbar	6/24/2025	Livermore Pleasanton Fire Department	JPA Board Meeting Closed Session	
Council Member Dunbar	6/29/2025	Livermore Heritage Guild	Hagemann Ranch Tour	
Council Member Dunbar	6/29/2025	Livermore Trek	Pride Ride	12 mile loop in the heat via Holdener, mostly on trails. Toured future bike dirt track location and discussed improvements to Robertson Park Arroyo Mocho Trail.
Council Member Dunbar	7/4/2025	City of Livermore	July 4th Airport Festival	
Council Member Dunbar	7/11/2025	State Senator McNerney	Roundtable meeting	

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Wang	6/24/2025	Livermore Amador Valley Transit Authority (LAVTA) Finance & Administration Committee	Monthly F&A Committee meeting	Considered contract award for yard gate system upgrade; annual salary band review; discussed changes to the monthly Treasurer's Report
Council Member Wang	6/25/2025	Livermore Climate Action Team	Quarterly meeting	Received updates on and discussed Urban Heat Mapping Project, Climate Literacy Task Force, Reusable Foodware Ordinance, and other projects
Council Member Wang	6/26/2025	Pacific Fusion and Innovation Tri-Valley Leadership Group	Community presentation	Pacific Fusion and community stakeholders presented on the work of the company and its consideration of Livermore as a potential expansion site
Council Member Wang	6/29/2025	Livermore Heritage Guild	Tour of Hagemann Ranch	
Council Member Wang	7/4/2025	City of Livermore and Livermore Airport	4th of July Celebration	Demonstrations, food, music, and many, many community members!
Council Member Wang	7/7/2025	Livermore Amador Valley Transit Authority (LAVTA)	Monthly Board meeting	Discussed contract award for yard system upgrade project, permanent adoption of Clipper START program, para-taxi program, ridership trends, salary bands, and Go Tri-Valley program; elected Board and Committee Chairs

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.2**

DATE: July 14, 2025

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

SUMMARY

DISCUSSION

ATTACHMENTS

1. Item Received at the Meeting

Prepared by: Ashley Zieba
Assistant City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Jul 14, 2025

City of Livermore
1016 S. Livermore Ave
Livermore, CA 94550

Re: Proposed Amendments to City's ADU Ordinance

By email: mayormarchand@livermoreca.gov; egbranning@livermoreca.gov; bbarrientos@livermoreca.gov; sjdunbar@livermoreca.gov; kwang@livermoreca.gov

Cc: cityattorney@livermoreca.gov; cityclerk@LivermoreCA.gov; info@livermoreCA.gov; planning@livermoreca.gov

Dear Livermore City Council,

The California Housing Defense Fund ("CalHDF") submits this letter as a public comment for the Council meeting of July 14, 2025 regarding item 6.2, the Housing Update to the Livermore Development Code. Specifically, CalHDF writes to comment on the proposed amendments to the City's regulations for ADUs and JADUs.

The City's proposed ADU regulations fail to comply with state law in several ways, and the City should address these issues before adopting the ordinance.

Background

The law gives local governments authority to enact zoning ordinances that implement a variety of development standards on ADUs. (Gov. Code, § 66314.) The standards in these local ordinances are limited by state law so as not to overly restrict ADU development. (See *id.)* Separately from local ADU ordinances, Government Code section 66323 establishes a narrower set of ADU types that local governments have a ministerial duty to approve. "Notwithstanding Sections 66314 to 66322 … a local agency shall ministerially approve" these types of ADUs. (*Id.* at subd. (a).) This means that ADUs that satisfy the minimal requirements of section 66323 must be approved regardless of any contrary provisions of the local ADU ordinance. (*Ibid.*) Local governments may not impose their own standards on such ADUs. (Gov. Code, § 66323, subd. (b) ["A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."].)

2201 Broadway, PH1, Oakland, CA 94612
hi@calhdf.org

In addition, ADUs that qualify for the protections of Government Code section 66323, like other ADUs, must be processed by local governments within 60 days of a complete permit application submittal. (Gov. Code, § 66317, subd. (a).)

State law also prohibits creating regulations on ADU development not explicitly allowed by state law. Government Code Section 66315 states, "No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer."

Impermissible Application of Standards to 66323 ADUs

City code section 11.30.030(A) states that no requirement of that chapter will prohibit the development of certain ADUs. These ADUs are obviously the type described by Government Code section 66323, subdivision (a).

However, City code section 11.30.030(B) states the following: "Standards that prohibit the development described in this section shall be relaxed only to the degree needed to allow the development. All other standards shall continue to comply."

However, for Government Code section 66323 ADUs, state law does not allow the City to apply any local development or design regulations. (Gov. Code, § 66323, subd. (b).)

Page 20 of the January 2025 HCD ADU Handbook is instructive (emphasis added):

> "What design, zoning, or other local standards can be imposed on 66323 Units? **A local agency may not impose development or design standards, including both local standards and standards found in State ADU Law, on 66323 Units** that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.).

This means that the City must exempt section 66323 ADUs from all local standards not explicitly listed in Government Code section 66323. The City cannot decide to selectively apply some local standards to section 66323 ADUs - rather, the City may not apply any local standards.

Beyond the fact that Government Code section 66323, subdivision (b) does not permit the City to apply local standards to section 66323 ADUs, City code section 11.30.030 is also not objective. State law only allows local agencies to impose objective standards on ADUs. (Gov. Code, § 66314, subd. (b)(1).) HCD's ADU Handbook (see pages 13, 35, and 45) confirms that, pursuant to state law, only objective standards may be imposed on ADUs. The language of code section 11.30.030 is unclear as to which local regulations will be relaxed or what it

means to relax a standard "only to the degree needed to allow the development." (City code § 11.30.030(B).) This seems to allow city staff total discretion to decide which standards should be applied to section 66323 ADUs, and which should be waived.

Because of the specific phrasing of *this* code section, a number of other code sections fail to comply with state law, as discussed infra.

Impermissible Parking Requirements

City code section 11.30.060(H) imposes off-street parking requirements on ADUs, less certain exceptions. Because of the phrasing of code section 11.30.030(B), this means that code section 11.30.060(H) applies parking requirements to Government Code section 66323 ADUs.

However, as discussed *supra*, the City may not impose any development standards on ADUs eligible for the protections of Government Code section 66323, subdivision (a) beyond the height and setback requirements specified by state law. (Gov. Code, § 66323, subd. (b).) This means that the City may not impose any off-street parking requirements on such ADUs.

Page 20 of the January 2025 HCD ADU Handbook is instructive (emphasis added):

> "What design, zoning, or other local standards can be imposed on 66323 Units? A local agency may not impose development or design standards, including both local standards and standards found in State ADU Law, on 66323 Units that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, **parking**, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.).

The City should amend the code to eliminate this off-street parking requirement, as it is clearly forbidden by state law.

Impermissible Location Requirement For ADUs

City code section 11.30.060(I) requires that ADUs be located to the rear of the primary dwelling unit. Because of the phrasing of code section 11.30.030(B), this means that code section 11.30.060(I) applies this location requirement to Government Code section 66323 ADUs.

However, as discussed *supra*, the City may not impose any development standards on ADUs eligible for the protections of Government Code section 66323, subdivision (a) beyond the height and setback requirements specified by state law. (Gov. Code, § 66323, subd. (b).) This means that the City may not impose any location requirements on such ADUs.

Page 20 of the January 2025 HCD ADU Handbook is instructive (emphasis added):

> "What design, zoning, or other local standards can be imposed on 66323 Units? A local agency may not impose development or design standards, including both local standards and standards found in State ADU Law, on 66323 Units that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, **setbacks, or other zoning provisions** (e.g., lot size, open space, floor area ratio, etc.).

The City should amend the code to eliminate this location requirement, as it is clearly forbidden by state law.

Impermissible Design Standards

City code sections 11.30.070(A)(2) and (A)(3) impose door location requirements on ADUs. City code section 11.30.070(B) requires stairwells to be enclosed. City code section 11.30.070(C) regulates balconies, decks, and roof decks developed in conjunction with ADUs. City code section 11.30.070(D)(1) requires a detached ADU to match the design characteristics of the primary dwelling unit. City code section 11.30.070(E) imposes historic preservation regulations on detached and conversion ADUs. Because of the phrasing of code section 11.30.030(B), all these various code requirements are applicable to section 66323 ADUs.

However, as discussed *supra*, the City may not impose any design development standards on ADUs eligible for the protections of Government Code section 66323, subdivision (a) beyond the height and setback requirements specified by state law. (Gov. Code, § 66323, subd. (b).) This means that the City may not impose any of the above listed requirements on such ADUs.

Government Code section 66323, subdivision (b) is very clear on this point: "A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."

Page 20 of the January 2025 HCD ADU Handbook is instructive (emphasis added):

> "What design, zoning, or other local standards can be imposed on 66323 Units? **A local agency may not impose development or design standards, including both local standards and standards found in State ADU Law, on 66323 Units that are not specifically listed in Government Code section 66323.** (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.).

The City should amend the code to specify that none of these provisions are applicable to section 66323 ADUs.

Impermissible Foundation Requirement

City code section 11.30.110(B) mandates that "Pre-manufactured [sic] ADUs must be anchored to a continuous foundation as prescribed by the building code or anchored to a continuous foundation designed by a CA registered engineer." Because of the phrasing of code section 11.30.030(B), this means that code section 11.30.110(B) applies this foundation requirement to Government Code section 66323 ADUs.

As the City must be aware, manufactured housing is regulated by the federal HUD code, not by state building code. Government Code section 66313, subdivision (a)(2) allows a manufactured home, as defined by section 18007 of the Health and Safety Code, to serve as an ADU. Section 18007 of the Health and Safety Code states that a manufactured home is "designed to be used as a single-family dwelling **with or without a foundation** when connected to the required utilities ..."

As discussed *supra*, the City may not impose any development standards on ADUs eligible for the protections of Government Code section 66323, subdivision (a) beyond the height and setback requirements specified by state law. (Gov. Code, § 66323, subd. (b).) This means that the City may not impose this foundation requirement on section 66323 ADUs.

Government Code section 66323, subdivision (b): "A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."

Page 20 of the January 2025 HCD ADU Handbook is instructive (emphasis added):

> "What design, zoning, or other local standards can be imposed on 66323 Units? **A local agency may not impose development or design standards,** including both local standards and standards found in State ADU Law, **on 66323 Units** that are not specifically listed in Government Code section 66323. (Gov. Code, § 66323, subds. (a), (b).) This includes, but is not limited to, parking, height, setbacks, or other zoning provisions (e.g., lot size, open space, floor area ratio, etc.).

The City should amend the code to specify that the foundation requirement does not apply to section 66323 ADUs.

Impermissible Restriction on Utilities Connections

City code section 11.30.110(C) forbids separate utility connections, including water, sewer, and power, to an ADU. Because of the phrasing of code section 11.30.030(B), this means that code section 11.30.110(C) applies this regulation to Government Code section 66323 ADUs.

As discussed *supra*, the City may not impose any development standards on ADUs eligible for the protections of Government Code section 66323, subdivision (a) beyond the height and setback requirements specified by state law. (Gov. Code, § 66323, subd. (b).) This means that the City may not forbid separate utility connections for such ADUs.

It is also unclear why the City would wish to forbid these connections. Separate connections are clearly contemplated by Government Code section 66324, subdivision (d), which forbids a city from *mandating* them unless the ADU is developed with a new single family home or if the ADU is to be sold separately.

The public purpose of this prohibition is unclear, unless the City is attempting to institute a backdoor prohibition of all separate ADU sales, in spite of the fact that they are explicitly authorized by Government Code section 66341.

♦♦♦

CalHDF appreciates the City's effort to implement state law governing ADU construction. However, the City should amend its ordinance to ensure that it complies with state law.

CalHDF is a 501(c)(3) non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,

Dylan Casey
CalHDF Executive Director

James M. Lloyd
CalHDF Director of Planning and Investigations