LIVERMORE
CALIFORNIA

CITY COUNCIL

REVISED AGENDA
MONDAY, OCTOBER 27, 2025

REGULAR MEETING – 7:00 PM

***Item 7.1 has been continued to November 24, 2025**

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

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

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. CLOSED SESSION - NONE

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

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Alameda County Mosquito Abatement District update presented by Ryan Clausnitzer, General Manager and Dr. Maya Manoharan, Livermore Trustee

Recommendation:
Staff recommends the City Council receive the update.

Staff Report

3.2 Proclamation declaring October 2025 as Domestic Violence Awareness Month, presented to Christine Dillman, Tri-Valley Haven Director

Recommendation:
Staff recommends City Council declare October 2025 as Domestic Violence Awareness Month.

Staff Report
Attachments:
1. Proclamation

3.3 Airport Commission Annual Update to City Council presented by Chair Darin Bishop and Benedict Stuth, Airport Manager

Recommendation:
Staff recommends the City Council receive the update.

Staff Report

4. ADVISORY BODY APPOINTMENTS - NONE

5. 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.
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

6. 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.

6.1 Approval of draft minutes - October 13, 2025 Regular Meeting

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

Staff Report
Attachments:
1. DRAFT 2025-10-13

6.2 Resolution awarding a construction contract with BuildCorp, Inc., in an amount not-to-exceed $617,951, for Street Lighting Project TC201923.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the following actions for Street Lighting Project TC201923:

1. Award and authorize the City Manager to execute a construction contract with BuildCorp, Inc., in an amount not-to-exceed $617,951, pursuant to Livermore Municipal Code Section 2.68.570 (C);
2. Reject all other bid proposals; and
3. 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. Project Location
2. Resolution
3. Exhibit A - Construction Contract

6.3 Resolution authorizing execution of an agreement with the Alameda County Transportation Commission administered 2026 Comprehensive Investment Plan that provides $825,000 in funding for the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project TC202133

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Authorizing the City Manager to execute an agreement with the Alameda County Transportation Commission (ACTC) administered 2026 Comprehensive Investment Plan (CIP) that provides $825,000 in funding for the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project TC202133;
2. Replacing $825,000 of the Measure BB-Local Streets and Roads funding in Fiscal Year 2025-26 with the ACTC CIP funding; and
3. Authorizing 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. Project Location
2. Resolution
3. Exhibit A - Agreement

6.4 Resolutions authorizing execution of a cooperation agreement with Alameda County to reimburse the City with County funding in an amount not-to-exceed $700,000 for project management and engineering services for the South Livermore Valley Sewer Extension Project WW202313; and authorizing, subject to Alameda County approving the cooperation agreement, a supplemental appropriation of $700,000 in Alameda County funding to the CIP Wastewater Fund 621 in the FY 2025-26 budget and execution of an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $629,000 and a term ending December 31, 2026, to provide engineering analysis and prepare a basis of design report for the South Livermore Valley Sewer Extension Project WW202313.

Recommendation:
Staff recommends the City Council adopt two resolutions:

1. Authorizing the City Manager to execute a cooperation agreement with Alameda County to reimburse the City with County funding in an amount not-to-exceed $700,000 for project management and engineering services for the South Livermore Valley Sewer Extension Project WW202313; and
2. Authorizing, subject to Alameda County approving the cooperation agreement, a supplemental appropriation of $700,000 in Alameda County funding to the CIP Wastewater Fund (Fund 621) in the FY 2025-26 budget.
3. Authorizing the City Manager to execute an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $629,000 and a term ending December 31, 2026, to provide engineering analysis and prepare a basis of design report for the South Livermore Valley Sewer Extension Project WW202313.

Staff Report
Attachments:
1. Project Location
2. Resolution
3. Exhibit A - Alameda County Cooperation Agreement
4. Resolution
5. Exhibit A - Carollo Professional Services Agreement

6.5 Resolution accepting the FY 2024-25 Year-End Budget Report, allocating the General Fund Surplus for various purposes, allocating surplus member contributions to Livermore-Pleasanton Fire Department (LPFD), appropriating additional budget to those funds that ended FY 2024-25 with expenditures in excess of budget, and appropriating additional budget in FY 2025-26

Recommendation:
Staff recommends City Council adopt a resolution accepting the FY 2024-25 Year End Budget Report, allocating excess General Fund monies for various purposes, allocating surplus member contributions to the Livermore-Pleasanton Fire Department (LPFD) Workers Compensation Fund, appropriating additional budget to those funds that ended FY 2024-25 with expenditures in excess of budget, and approving supplemental appropriations in four funds for FY 2025-26 expenses.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - FY 2024-25 Year-End Budget Report

6.6 Resolution approving the City of Livermore Salary Plan to reflect salary increases to Executive Management (excluding Police Chief) and the City Manager effective November 17, 2025, and minimum wage increases effective December 29, 2025.

Recommendation:
Staff recommends the City Council adopt a resolution approving the City of Livermore Salary Plan to reflect salary increases to Executive Management (excluding Police Chief) and the City Manager effective November 17, 2025, and minimum wage increases effective December 29, 2025.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Salary Plan Dated November December

7. PUBLIC HEARINGS

7.1 **THIS PREVIOUSLY NOTICED ITEM HAS BEEN CONTINUED TO THE NOVEMBER 24, 2025 CITY COUNCIL MEETING**
Hearing to consider a request to approve a Planned Development (PD) 25-001, Subdivision (SUB) 20-004, and Site Plan Design Review (SPDR) 21-001 to allow a two-story, attached, 13-unit multi-family, townhome-style development located at 3541 East Avenue.

Recommendation:
Planning Commission and staff recommend the City Council:
1. Adopt a resolution finding the project is Categorically Exempt under the provisions of the California Environmental Quality Act (CEQA) per Section 15332, In-Fill Projects, and Direct the Planning Manager to file a Notice of Exemption in accordance with the

provisions of CEQA, subject to project approval;
2. Adopt a resolution approving Subdivision (SUB) 20-004 and Site Plan Design Review (SPDR) 21-001 for the development located at 3541 East Avenue; and
3. **Introduce an ordinance** and waive the first reading authorizing Planned Development (PD) 25-001.

Staff Report
Attachments:
1. Planning Commission Staff Report
2. Planning Commission Meeting Minutes
3. Location Map
4. Development Plans
5. Colors and Materials Board
6. Traffic Assessment
7. Public Comments
8. Resolution - CEQA
9. Exhibit A - Planning Commission CEQA Resolution
10. Resolution - Project
11. Exhibit A - Planning Commission Project Resolution
12. Exhibit B - Conditions of Approval
13. Ordinance
14. Exhibit A - Planning Commission PD Resolution
15. Exhibit B - Planned Development (PD) 25-001

8. MATTERS FOR CONSIDERATION

8.1 Resolution approving an amendment to the City Manager's employment contract.

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

Staff Report
Attachments:
1. Resolution
2. Exhibit A - City Manager Contract

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

10. ADJOURNMENT

To a Regular City Council meeting on Monday, November 10, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

11. SUPPLEMENTAL MATERIALS

11.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

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

12. 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 Advisory Body Appointments, Consent Calendar, or Matters for Consideration items. These comments are also subject to the 3-minute limit. Public comment is not accepted on Proclamations and Presentations.

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

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

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

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

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org Comcast Cable 29

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

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

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

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

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

LIVERMORE
CALIFORNIA

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

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Alameda County Mosquito Abatement District update presented by Ryan Clausnitzer, General Manager and Dr. Maya Manoharan, Livermore Trustee

RECOMMENDED ACTION

Staff recommends the City Council receive the update.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

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. 3.2**

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Proclamation declaring October 2025 as Domestic Violence Awareness Month, presented to Christine Dillman, Tri-Valley Haven Director

RECOMMENDED ACTION

Staff recommends City Council declare October 2025 as Domestic Violence Awareness Month.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Deborah Davis
Executive Assistant

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Proclaiming

DOMESTIC VIOLENCE AWARENESS MONTH

October 2025

***WHEREAS**, domestic violence is a serious issue that affects individuals and families in every community, regardless of age, race, gender, or socioeconomic status, and has both immediate and long-term impacts on physical, emotional, and economic well-being; and*

***WHEREAS**, one in three women and one in four men will experience domestic violence in their lifetime, and children who witness violence in the home are at greater risk of repeating the cycle of abuse as adults; and*

***WHEREAS**, victims of domestic violence should have access to medical and legal services, counseling, transitional housing, and other supportive services so they can escape the cycle of abuse; and*

***WHEREAS**, the City of Livermore encourages victims of domestic violence and their families to seek assistance from Tri-Valley Haven and other appropriate victims' services organizations and recognizes the compassion and dedication of the individuals who provide services to victims of domestic violence.*

***NOW, THEREFORE**, the City Council of the City of Livermore proclaims October 2025 to be Domestic Violence Awareness Month in the City of Livermore and encourages the community to stand together with Tri-Valley Haven to raise awareness, support survivors, promote healthy and respectful relationships, and work toward a future free from violence.*

Mayor John Marchand

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Vice Mayor Evan Branning

Council Member Ben Barrientos

Council Member Steven Dunbar

Council Member Kristie Wang

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.3**

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Airport Commission Annual Update to City Council presented by Chair Darin Bishop and Benedict Stuth, Airport Manager

RECOMMENDED ACTION

Staff recommends the City Council receive the update.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Benedict Stuth
Airport Manager

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: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - October 13, 2025 Regular Meeting

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

DECISION TYPE

Administrative

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-10-13

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
OCTOBER 13, 2025

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:00 pm, held in person at 1016 S. Livermore Avenue.

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

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

1.2 Conference with Labor Negotiators. To meet with Mayor Marchand and Vice-Mayor Branning, the City's negotiators, pursuant to Government Code section 54957.6 regarding negotiations for salary and compensation for Unrepresented Employee – City Manager.

REGULAR MEETING

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

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

Mayor Marchand stated there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS – NONE

4. ADVISORY BODY APPOINTMENTS

4.1 Confirm Advisory Body appointments to the Historic Preservation Commission and the Human Services Commission and direct the City Clerk to administer the oath of office.

Historic Preservation Commission 2 Vacancies

Appointment to an unexpired term ending May 1, 2028

- Daniel Curtis

Appointment to an unexpired term ending May 1, 2029

- Devon Caufield

Human Services Commission, 3 Vacancies

Appointment to an unexpired term ending November 1, 2028

- Yang (Anna) You

Reappointment to regular term ending November 1, 2029

- Tracy Nakamura

Appointment to regular term ending November 1, 2029

- Steven Cox

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY COUNCIL MEMBER DUNBAR AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL CONFIRMED THE APPOINTMENTS.

City Clerk Debbie Elam administered the oath of office.

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Joe Lee provided a comment.

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

6. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF VICE MAYOR BRANNING, SECONDED BY COUNCIL MEMBER DUNBAR AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

6.1 Approval of draft minutes - September 8, 2025 Regular Meeting.

6.2 Adoption of Ordinance 2180 amending Title 3, Chapter 3.45 Social Opportunity Endowment Fund (SOE) sections 3.45.020 Purpose of the Fund and 3.45.040 Administration and Organization of Fund in the Livermore Municipal Code.

6.3 Resolution 2025-158 authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Resurfacing and Sidewalk Improvements Project, comprised of the Street Resurfacing Project SM202201, Sidewalk Repair Project SM202302, and ADA Access Ramps Project SM202107.

6.4 Resolution 2025-159 approving Final Tract Map 8388 Cherry Way, authorizing execution of a Subdivision Improvement Agreement for the Cherry Way Development, located at Cherry Way and Goldenrod Drive, and accepting on behalf of the public, all real property offered for dedication within Final Tract Map 8388 except for certain easements which the City Council reserves the right to accept at a future date.

6.5 Resolution 2025-160 authorizing the execution of a first amendment to the agreement with CSG Consultants, Inc. for on-call engineering map and plan review services for development projects and improvement plans, increasing the not-to-exceed amount from $400,000 to $800,000, adding language to allow the City to modify the contract, and extending the contract term through December 31, 2028.

6.6 Resolution 2025-161 authorizing the City Manager to approve and execute change orders or contract amendments for the Golf Course Damage Repair Project SD202132, (FEMA PA-09-CA-4308- PW-00602), in an amount not to exceed ten percent of the construction contract value of $2,680,785.

6.7 Resolution 2025-162 authorizing execution of an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $1,783,054 and a term ending June 30, 2029, to provide design and construction support services for the Water Reclamation Plant Digester Heating Loop Replacement Project WW202315.

6.8 Resolution 2025-163 authorizing the execution of a maintenance and support agreement with Sun Ridge Systems, Inc. to provide software support and services for the public safety computer-aided dispatch/records management/report writing software and related systems in an amount not-to-exceed $395,003 through October 31, 2028.

6.9 Resolution 2025-164 authorizing execution of an agreement with National Trench Safety, Inc. for traffic control services at the San Francisco Premium Outlets and other sites as needed throughout the city, in an amount not-to-exceed $1,700,000, from November 1, 2025, through October 31, 2030.

6.10 Resolution 2025-165 awarding and authorizing the execution of an agreement with TriValley Janitorial Service and Supply, Inc. to provide janitorial services at various City facilities in an amount not-to-exceed $3,300,000 for a five-year term ending December 31, 2030.

6.11 Resolution 2025-166 awarding and authorizing the execution of an agreement with Mission Critical Specialists, Inc. to replace the uninterruptible power supply at City Hall, Police Station, and Civic Center Library in an amount not-to-exceed $300,000 for a one-year term ending October 31, 2026.

6.12 Resolution 2025-167 authorizing the execution of an agreement with Noll and Tam Architects in an amount not-to-exceed $302,140 and a term ending December 31, 2030, to provide plans, specifications, and engineering services during construction for the Civic Center Library Teen Space Improvement Project BL202418.

6.13 Resolution 2025-168 authorizing California Statewide Communities Development Authority to form a Community Facilities District for the Isabel Crossing (Tract 8659) project in accordance with Development Agreement (DA22-001).

6.14 Resolution 2025-169 approving the Memorandum of Understanding between the City of Livermore and the Association of Livermore Employees.

6.15 Resolution 2025-170 approving the City of Livermore Salary Plan as of October 6, 2025, in accordance with California Code of Regulations, Title 2, Section 570.5.

6.16 Resolution 2025-171 accepting the Federal Emergency Management Agency (FEMA) 2024 Assistance to Firefighters Grant (AFG), appropriating $519,207, and entering into an agreement with FEMA to use the funds for three Emergency Medical Technicians (EMTs) to advance to the rank of Firefighter Paramedics

7. PUBLIC HEARINGS

7.1 Hearing to consider adoption of an Ordinance amending and revising the Building Code, Property Maintenance Code, Fire Code, Electrical Code, Mechanical Code, Plumbing Code, Residential Code, Swimming Pool and Spa Code, Wildland Urban Interface Code, and the Green Building Standards Codes in the City's Municipal Code, to adopt by reference and amend the 2025 California Building Standards Code and the codes set forth therein. No amendments are proposed to the California Residential Code or other codes currently governing

residential structures. All provisions related to residential construction remain substantially similar to current regulations, with only editorial revisions that do not affect regulatory requirements.

Recommendation: Staff recommended the City Council adopt an ordinance, with an effective date of January 1, 2026:

1. Revising and amending Chapter 15.02 (Building Code), 15.04 (Property Maintenance Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.12 (Plumbing Code), 15.14 (Residential Code), 15.26 (Green Building Standards Code), 15.92 (Swimming Pool and Spa Code), and 15.94 (Wildland Urban Interface Code) in The Livermore Municipal Code.
2. Adopting new Chapters 15.02 (Building Code), 15.06 (Fire Code), 15.08 (Electrical Code), 15.10 (Mechanical Code), 15.14 (Residential Code), 15.26 (Green Building Standards Code), and 15.94 (Wildland Urban Interface Code) of the Livermore Municipal Code by adopting and amending the 2025 Editions of the California Building, Fire, Electrical, Mechanical, Plumbing, Residential, Wildland Urban Interface, and Green Building Standards Codes.
3. Adopting new Chapter 15.04 (Property Maintenance Code) and 15.92 (Swimming Pool and Spa Code), of the Livermore Municipal Code by adopting and amending the 2024 edition of the International Property Maintenance Code and the 2024 edition of the International Swimming Pool and Spa Code.
4. Find that all codes adopted herein related to residential structures are “substantially similar” to the one currently in place and the Residential Code will not be amended before June 2031 in compliance with AB 130 and AB 306.

Chief Building Official, Franc Moufarrej, 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 WANG, SECONDED BY COUNCIL MEMBER BARRIENTOS AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING ORDINANCE:

Ordinance 2181 revising and amending Building Code chapters 15.02 Building Code, 15.04 Property Maintenance Code, 15.06 Fire Code, 15.08 Electrical Code, 15.10 Mechanical Code, 15.12 Plumbing Code,15.14 Residential Code, 15.26 Green Building Standards Code, 15.92 Swimming Pool and Spa Code, and 15.94 Wildland Urban Interface Code in the Livermore Municipal Code, and Adopting by reference, and amending based upon local climatic, geological, and topographical conditions, the 2025 California Building Standards Code set forth in Title 24 of the California Code of Regulations and the following codes adopted therein - the 2024

editions of the International Building Code, the International Fire Code, the International Property Maintenance Code, the International Residential Code, the International Swimming Pool and Spa Code, the International Wildland Urban interface Code, the Uniform Plumbing Code, the Uniform Mechanical Code, the 2023 edition of the National Electrical Code, and the 2025 California Green Building Standards Code.

7.2 Hearing to receive and consider protests related to the annual fire hazard abatement program and confirm the 2025 Weed Abatement Program assessments for collection on the County Assessor tax roll.

Recommendation: Staff recommended City Council consider all protests, and if Council finds appropriate, adopt a resolution overruling protests and confirming the 2025 weed abatement assessments and direct staff to file a certified copy of the assessment report with the County Auditor.

Fire Marshal, Ryan Rucker 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 WANG AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2025-172 overruling protests and confirming assessments – Fire Hazard Abatement

8. MATTERS FOR CONSIDERATION – NONE

9. 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.

Livermore Amador Valley Transit Authority (LAVTA) Vice Mayor Branning noted his attendance at the board meeting on October 6, 2025 and a projects and services committee on September 22, 2025.

Central Contra Costa County Transit Authority (CCCTA)/LAVTA Paratransit Ad Hoc Committee Vice Mayor Branning noted his attendance at the October 2, 2025 meeting.

League of California Cities Vice Mayor Branning noted his attendance at the Board dinner on September 25, 2025 and the Annual Conference and Expo from October 8-10, 2025.

Tri Valley Cities Councils Vice Mayor Branning noted his attendance at the September 24, 2025 meeting and dinner.

City of Livermore Vice Mayor Branning noted his attendance at the Fire Safety Expo on October 11, 2025.

10. ADJOURNMENT – at 7:26 pm to a Regular City Council Meeting on Monday, October 27, 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. 6.2**

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution awarding a construction contract with BuildCorp, Inc., in an amount not-to-exceed $617,951, for Street Lighting Project TC201923.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the following actions for Street Lighting Project TC201923:

1. Award and authorize the City Manager to execute a construction contract with BuildCorp, Inc., in an amount not-to-exceed $617,951, pursuant to Livermore Municipal Code Section 2.68.570 (C);
2. Reject all other bid proposals; and
3. Authorize the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore's Street Lighting Project TC201923 involves maintaining and improving lighting levels throughout the City. The main objective is to further enhance pedestrian and traffic safety. This project will make several street lighting improvements by installing new streetlights, replacing lightbulbs on existing streetlight poles, trimming trees, restoring minor sidewalk pavement, and installing new bollard lights at Carnegie Park. It includes strategies for reducing energy used and saving maintenance costs by upgrading existing lighting equipment. Certain upgrades include renewable sources, such as solar powered streetlights.

On September 16, 2025, twelve (12) bids were received for this project. Staff recommends the City Council award a construction contract with BuildCorp, Inc., the lowest responsible and responsive bidder.

DISCUSSION

The objective of this Street Lighting Project is to improve the street lighting in Livermore by installing new streetlights and upgrading incandescent lights, such as High Pressure Sodium (HPS) lights to Light Emitted Diode (LED) and upgrading old LED lights. The improvements are proposed along East Avenue between South Livermore Avenue and Vasco Road. There are also several other locations added to this project by resident requests. Attachment 1 shows the lighting improvement locations.

This project will include new solar powered streetlights, specifically the Fonroche T3-CK16B-4K-56W light assembly on top of 25-foot-tall pole with 6' mast arm. City Council authorized sole sourcing Fonroche Lighting America solar lights for this project on June 9, 2025.

Solar powered lights were chosen since the existing utility infrastructure consisting of overhead power lines owned by PG&E and other utility companies pose a constraint for installing the typical light poles. Furthermore, there are potential clearance limitations, high costs for constructing underground structures, disruptions to existing infrastructure, and delays due to materials and inspections by PG&E. This infrastructure includes sidewalks and roads. In addition to being a source of renewable energy, other benefits of implementing solar lights are as follows:

- More cost effective than customary streetlight installations.
- Shorter lead time than traditional lighting equipment.
- Less disruption to roads and sidewalks during construction.
- It saves time on coordination with other utility companies.
- Allows for better distribution of streetlights.

The Street Lighting Project is part of the City of Livermore Street Lighting Capital Improvement Plan (CIP). As part of this program, the City receives requests for lighting improvements from residents and business owners in Livermore. As an element of this Street Lighting Project, the City entered into an agreement for design and lighting evaluation services with DKS Associates for identifying several factors that include lighting objectives, existing lighting gaps, and priority lighting levels.

The priority levels evaluation identified locations along East Avenue and several other streets in Livermore. A total of 36 new solar powered streetlights will be installed with this project. In addition to solar powered streetlights, 77 new Light Emitting Diode (LED) lights will be installed as a replacement to the old LED lights on existing pole/arms along East Avenue to further improve visibility.

A major component of street lighting upgrades is to enhance lighting at parks. This project includes lighting upgrades at Carnegie Park, located at 2155 Third Street. As part of this upgrade, 35 new bollard lights will be installed along the walking paths of the park. There are currently 11 bollard lights that will be upgraded and are inclusive of the 35 bollard lights.

Other improvements include trimming existing trees that block the lighting canopy at several existing streetlights. All combined, the project will make improvements to safety and make the improvement areas more pedestrian friendly. Overall, the lighting improvements will increase the sense of comfort and security for the public.

On September 16, 2025, bids for this project were received and opened with 12 contractors submitting bids. The lowest responsible, responsive bidder was BuildCorp, Inc. The following is a list of the bids received and the Engineer's Estimate for the project:

CONTRACTOR	LOCATION	BID AMOUNT
BuildCorp, Inc.	San Francisco	$617,951
Nema Construction	Albany	$654,780
S&H Construction, Inc.	Fremont	$668,600
DC Electric Group, Inc.	Cotati	$727,459
Power Design Electric, Inc.	Kingsburg	$751,416
Tennyson Electric, LLC	Livermore	$761,100
Mike Brown Electric	Cotati	$879,503
Bockmon & Woody Electric Co. Inc.	Stockton	$901,550
St. Francis Electric, LLC.	San Leandro	$905,316
Colombia Electric, Inc.	San Leandro	$906,375
Bear Electrical Solutions, LLC.	Alviso	$921,777
NACC Construction, LLC	Vacaville	$997,000
Engineer's Estimate		$697,000

In accordance with Livermore Municipal Code Section 2.68.590 (B) Change orders to public works contracts, the City Manager may authorize change orders up to a cumulative amount not exceeding $200,000 or 10 percent of the overall contract price, whichever is greater.

BuildCorp, Inc. has performed similar work for the City of Millbrae, City of Richmond, and the City of Pittsburg School District in a satisfactory manner.

FISCAL AND ADMINISTRATIVE IMPACTS

The budget for Street Lighting Project TC201923 in the FY 2025-2030 Capital Improvement Plan covers the cost of this construction contract and all other project costs including design, change orders, construction inspection, construction management, and administration. No additional appropriations are required. The project is funded with Gas Taxes (Fund 834) and State -SB1 (Fund 835). The funding sources for this project are summarized in the table below:

FUND NO.	FUND NAME	FY 24-25	FY25-26
834	Gas Taxes	$130,000	
835	State - SB1		1,050,000
Total Funding		$130,000	$1,050,000

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL CATEGORY

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

ATTACHMENTS

1. Project Location

2. Resolution
3. Exhibit A - Construction Contract

Prepared by: Juan Tenorio
Assistant Engineer

Approved by:



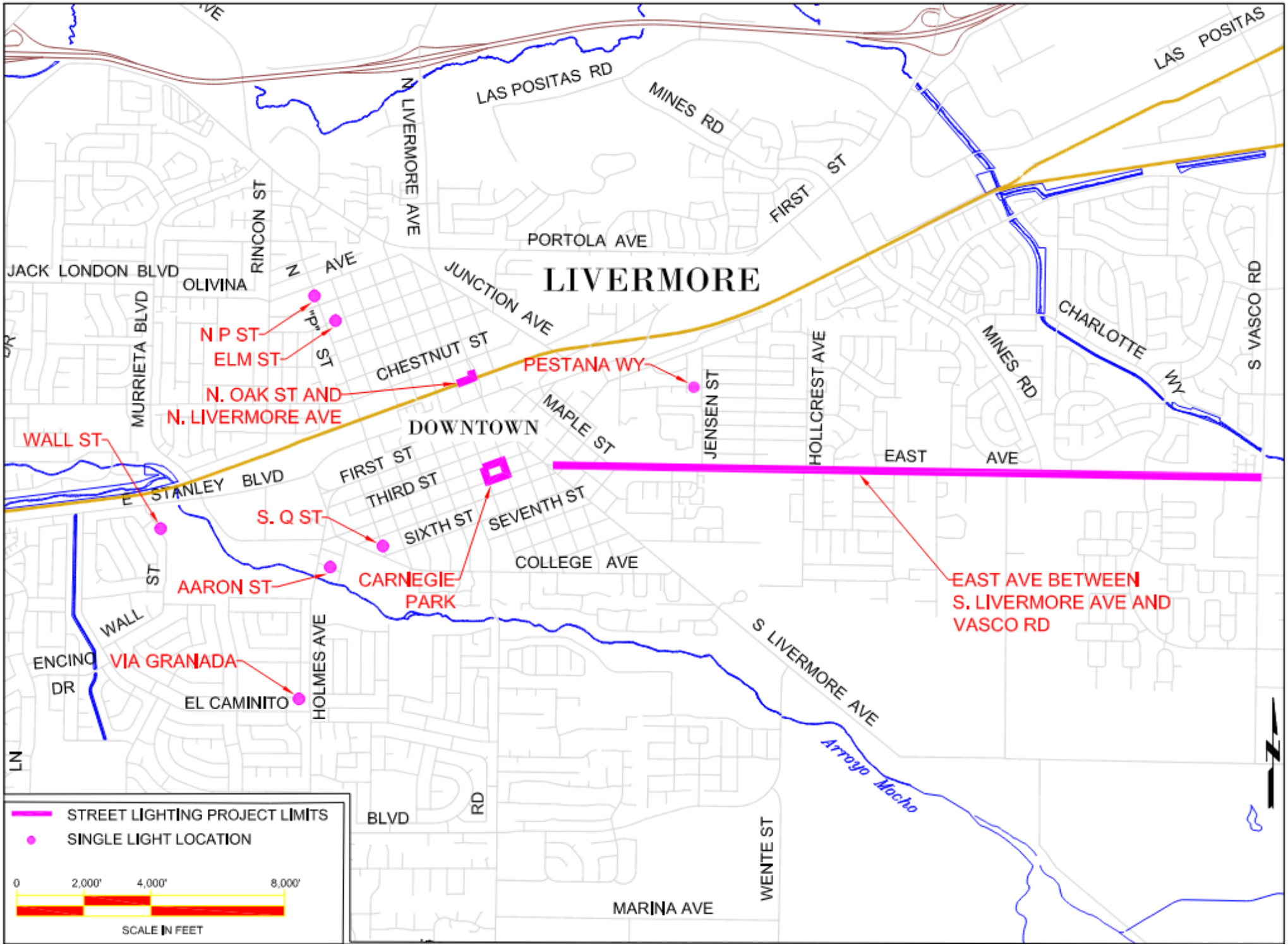
Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Streetlights Location Map **ATTACHMENT 1**



IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT WITH BUILDCORP, INC., IN AN AMOUNT NOT-TO-EXCEED $617,951, FOR STREET LIGHTING PROJECT TC201923

The objective of this Street Lighting Project is to improve the street lighting in Livermore by installing new streetlights and upgrading incandescent and old LED lights. Improvements are proposed along East Avenue between South Livermore Avenue and South Vasco Road. Several other locations are included by resident requests. The project involves installing approximately 77 new LED lights on existing poles and 36 new solar powered lights.

For new streetlights, rather than using the City's standard streetlight poles with wired streetlights, this project proposes to deploy solar powered streetlights, specifically the Fonroche Lighting America brand of solar light assembly on top of 25-foot-tall poles with a 6' mast arm.

This project will also include lighting upgrades at Carnegie Park, located at 2155 Third Street. As part of this upgrade, 35 new bollard lights will be installed along the walking paths of the park. There are currently 11 bollard lights that will be upgraded inclusive of the 35 bollard lights.

Pursuant to Livermore Municipal Code section 2.68.550 (C), and as recommended by the City Engineer, the City Council approved sole sourcing solar powered streetlights on June 9, 2025. Solar lights are recommended primarily due to overhead constraints associated with installing traditional wired streetlights.

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

1. Awards and authorizes the City Manager to execute a construction contract with BuildCorp, Inc., attached hereto as Exhibit A and incorporated by this reference, in the amount not-to-exceed $617,951;

2. Rejects all other bid proposals; and

3. 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 October 27, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – BuildCorp Construction Contract

25-0588

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Livermore, a California Municipal Corporation ("City") and BuildCorp, Inc., a California Corporation ("Contractor") for work on the Street Lighting Project, No. 2019-23 ("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: no other documents

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 Six Hundred Seventeen Thousand Nine Hundred Fifty-One Dollars ($617,951.00) (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 50 Working Days from the commencement date stated in the Notice to Proceed. ("**Substantial Completion Deadline.**"). For this project, the Contractor shall also incorporate 5 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 20 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: Five Hundred dollars ($500.00) per day.

6.2. Final Completion Deadline: Five Hundred dollars ($500.00) 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	Jay Zhong
Address	1052 South Livermore Avenue	666 Monterey Blvd.

City/state/zip	Livermore, CA 94550	San Francisco, CA 94127
Phone	(925) 960-4521	925-339-8607
Fax	(925) 960-4505	
Attention	City Engineer	CFO, BuildCorp, Inc.
Email	jhwaxdeck@livermoreca.gov	jayz@buildcorp-gc.com
Copy to	jtenorio@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

s/_____

Marianna A. Burch, City Manager

Date: _____

Approved as to form:

_____
City of Livermore City Attorney

Senior Assistant
Tara Mazzanti

CONTRACTOR

BuildCorp Inc

s/_____

Name/Title [print] Jay Zhong, CFO

Date: 09/24/2025

s/_____

Name/Title [print]

Date: _____

1066717
Contractor's Calif. License Number(s)

Seal:

BUILDCORP INC CORPORATE SEAL 05/09/2020 CALIFORNIA

06/30/2026
Expiration Date(s)

END OF DOCUMENT

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.3**

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with the Alameda County Transportation Commission administered 2026 Comprehensive Investment Plan that provides $825,000 in funding for the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project TC202133

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing the City Manager to execute an agreement with the Alameda County Transportation Commission (ACTC) administered 2026 Comprehensive Investment Plan (CIP) that provides $825,000 in funding for the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project TC202133;
2. Replacing $825,000 of the Measure BB-Local Streets and Roads funding in Fiscal Year 2025-26 with the ACTC CIP funding; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore has been a recipient of various discretionary local funding administered by the Alameda County Transportation Commission (ACTC) via their Comprehensive Investment Plan (CIP). The City applied for 2026 CIP funding for the Stanley Boulevard and Isabel Avenue Crossing Improvement Project TC202133 in October 2024, and was awarded a total of $825,000 in May 2025, with a matching funds requirement of $275,000.

The Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project is identified as a high intensity crossing improvement project in the Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan. The project will enhance trail crossing safety at the intersection, which connects to

the existing Iron Horse Trail and Isabel Trail.

Staff recommends the City Council authorize the City Manager to execute the agreement with the Alameda County Transportation Commission (ACTC) administered 2026 Comprehensive Investment Plan (CIP) that provides $825,000 in funding for the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project TC202133

DISCUSSION

The Comprehensive Investment Plan (CIP) is ACTC's near-term strategic planning and programming document. Fund sources administered by ACTC, including Measures B and BB (MB/MBB), Vehicle Registration Fee (VRF), and Transportation Fund for Clean Air (TFCA), are programmed through a consolidated process to maximize investments in transportation infrastructure and program operations that are essential for enhancing, developing, and maintaining the county's multi-modal transportation system.

The ACTC's 2026 Comprehensive Investment Plan (CIP) funding is available for bicycle and/or pedestrian capital projects which are programmed in the Alameda County 2020 Countywide Transportation Plan (CTP).

With support from the City Council on October 18, 2024, per Resolution 2024-180, staff applied for 2026 CIP funding in October 2024, for the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project TC202133 and was awarded a total of $825,000 funding in May 2025. This funding can only be used during the project's construction phase and local matching funds of $275,000 are required.

The Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project TC202133 was initiated following a fatality between a crossing bicyclist and a turning truck at this intersection. The project scope includes implementing curb extensions, bicycle signals, right-turn restrictions during trail user crossing, signal modifications, pavement markings, signage, and signal timing adjustments to improve bicycle and pedestrian safety at the intersection. Attachment 1 shows the project location. The project is identified as a High Intensity Crossing Improvement Project in the Livermore Bicycle, Pedestrian, & Trails Active Transportation Plan. The Livermore Active Transportation Plan is identified in the Countywide Transportation Plan as Project 212.

The project goal is to enhance crossing safety at the intersection, which connects the existing Iron Horse Trail and Isabel Trail. The project has a currently completed design and is in the Caltrans encroachment permit process. Construction is tentatively scheduled to begin in summer 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

The Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project TC202133 is currently identified in the 2025-2030 Capital Improvement Plan with a total funding of $1,530,000, including $100,000 of State-SB1 and $1,430,000 of Measure BB-Local Streets & Roads. With the 2026 ACTC CIP funding of $825,000, the Measure BB funding can be reduced from $1,430,000 to $605,000. The remaining $605,000 of Measure BB qualifies for the required matching funds. The current and proposed funding for Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project TC202133 is shown in the table below.

	Current	Proposed
SB1-Gas Tax	$100,000	$100,000
Measure BB – Local Streets & Roads	1,430,000	605,000
ACTC CIP Funds		825,000
Total	**$1,530,000**	**$1,530,000**

COMMUNITY PILLAR

1: A Safe Community That Thrives.

GOAL

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

ATTACHMENTS

1. Project Location
2. Resolution
3. Exhibit A - Agreement

Prepared by: Joanna Liu
Senior Transportation Engineer

Approved by:

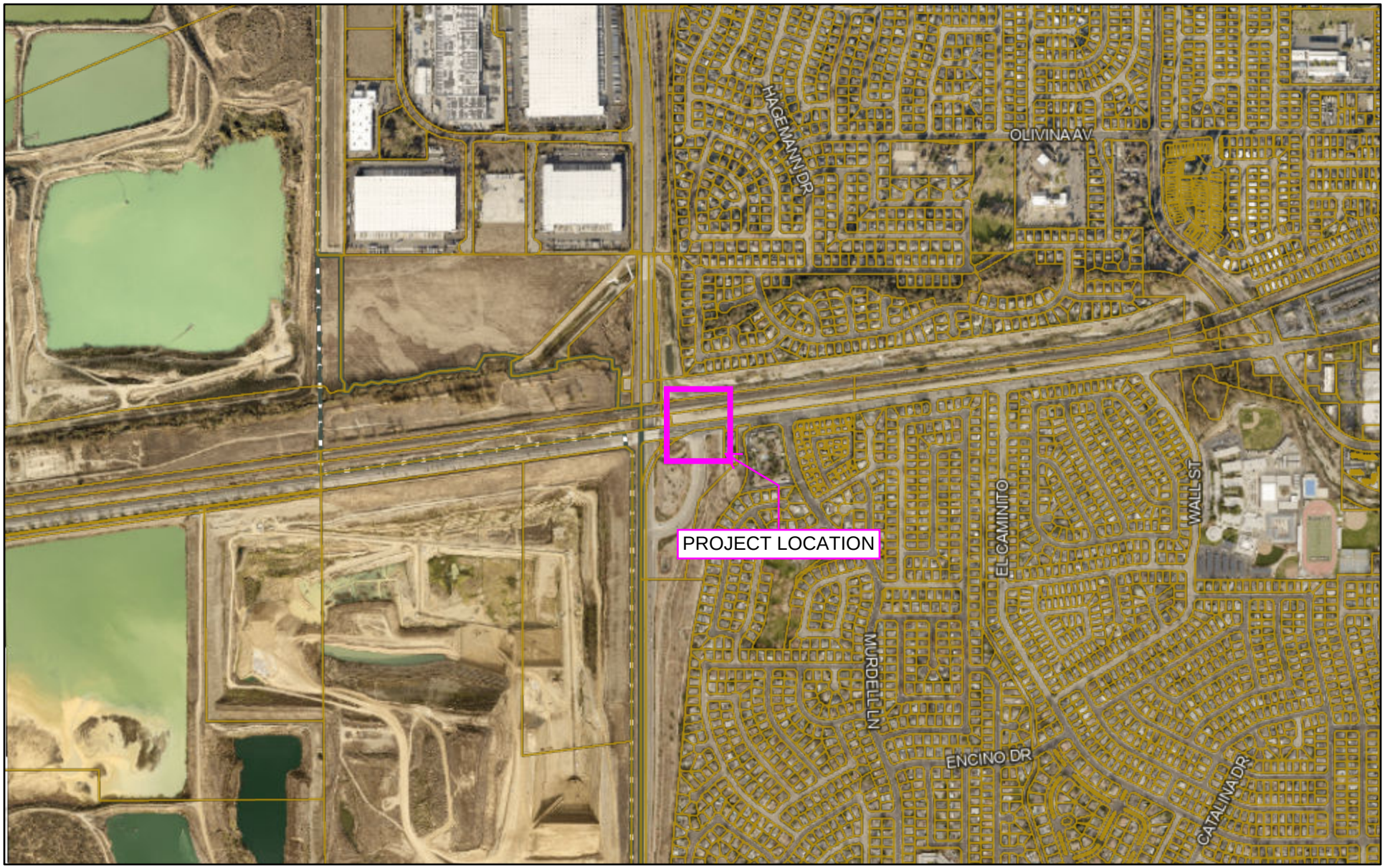
Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Isabel Ave at Stanley Blvd Ramp Intersection

ATTACHMENT 1



10/2/2025, 7:16:39 AM

1:17,017

0 0.1 0.2 0.4 mi

0 0.17 0.35 0.7 km

Esri, NASA, NGA, USGS, FEMA

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE ALAMEDA COUNTY TRANSPORTATION COMMISSION ADMINISTERED 2026 COMPREHENSIVE INVESTMENT PLAN THAT PROVIDES $825,000 IN FUNDING FOR THE STANLEY BOULEVARD AT ISABEL AVENUE CONNECTOR RAMP CROSSING IMPROVEMENTS PROJECT TC202133

The City of Livermore has been a recipient of various discretionary local funding administered by the Alameda County Transportation Commission (ACTC) via their Comprehensive Investment Plan (CIP). The City applied for 2026 CIP funding for the Stanley Boulevard and Isabel Avenue Crossing Improvement Project TC202133 in October 2024, and was awarded a total of $825,000 in May 2025, with a matching funds requirement of $275,000.

The Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project is identified as a high intensity crossing improvement project in the Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan. The project will enhance trail crossing safety at the intersection, which connects to the existing Iron Horse Trail and Isabel Trail.

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

1. Authorizes the City to execute an agreement with the Alameda County Transportation Commission (ACTC) administered 2026 Comprehensive Investment Plan (CIP), attached hereto as Exhibit A, and incorporated by this reference, that provides $825,000 in funding for the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project TC202133.

2. Replaces $825,000 of Measure BB-Local Streets and Roads funding in Fiscal Year 2025-26 for the Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project TC202133 with ACTC CIP funding.

3. 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 October 27, 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 – ACTC Agreement

PROJECT FUNDING AGREEMENT
between
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF LIVERMORE
for the
STANLEY BOULEVARD AT ISABEL AVENUE CONNECTOR RAMP CROSSING IMPROVEMENTS PROJECT

This Project Funding Agreement ("AGREEMENT"), dated for reference purposes only as of May 22, 2025, is by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency ("ALAMEDA CTC"), and the CITY OF LIVERMORE, a public agency ("PROJECT SPONSOR").

This AGREEMENT obligates funds from one or more ALAMEDA CTC administered funding programs as indicated below, and as further specified in Appendix A: Project Control Information and Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT, for the PROJECT, as such term is defined in Recital K below.

☐ 2000 Measure B
☒ 2014 Measure BB
☐ Vehicle Registration Fee
☐ Transportation Fund for Clean Air
☐ CMA TIP

RECITALS

A. The voters of Alameda County, pursuant to the provisions of the Bay Area County Traffic and Transportation Funding Act, Public Utilities Code Section 131000, et seq., approved Measure B at the General Election held in November 1986, authorizing the collection of a one-half cent transaction and use tax over a fifteen (15)-year period to address major transportation needs and congestion in Alameda County and giving Alameda County Transportation Authority ("ACTA") the responsibility for the administration of the proceeds of the tax. The proceeds from the 1986 Measure B tax have been and continue to be used to pay for investments as outlined in the 1986 Alameda County Transportation Expenditure Plan ("1986 TEP"), as it may be amended. Although collection of the 1986 Measure B tax ceased in 2002, capital projects funded wholly or in part by 1986 Measure B funds are still being delivered using these funds.

B. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, Public Utilities Code Section 180000, et seq., approved the reauthorization of Measure B at the General Election held on November 7, 2000, authorizing the collection of a one-half cent transaction and use tax to be collected for twenty (20) years beginning April 1, 2002 and giving Alameda County Transportation Improvement Authority ("ACTIA") responsibility for the administration of the proceeds of the tax.. The proceeds from the 2000 Measure B tax have been and continue to be used to pay for investments as outlined in the 2000 Alameda County Transportation Expenditure Plan ("2000 TEP"), as it may be amended.

C. The voters of Alameda County, pursuant to Section 65089.20 of the Government Code, approved Measure F, the Vehicle Registration Fee ("VRF"), authorizing Alameda County Congestion

Management Agency ("ACCMA") to administer the proceeds from a $10 per year vehicle registration fee on each annual motor-vehicle registration in Alameda County, starting with registrations effective July 2011 with collection beginning in May 2011, six months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

D. By resolutions adopted by the ACTA and ACTIA Boards on June 24, 2010, all of ACTA's functions and responsibilities were assigned to, and accepted by, ACTIA. On that same date, the ACTIA and ACCMA Boards took the final actions to create ALAMEDA CTC, a joint powers authority with all responsibilities of ACTIA and ACCMA. Pursuant to resolutions adopted by the ACTIA and ACCMA Boards and the Commission of ALAMEDA CTC, ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC.

E. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved Measure BB at the General Election held on November 4, 2014, authorizing the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent, and giving ALAMEDA CTC responsibility for the administration of the proceeds of the 2014 Measure BB tax. The duration of the 2014 Measure BB tax will be 30 years from the initial year of collection, which began April 1, 2015, with said tax to terminate/expire on March 31, 2045. The proceeds from the 2014 Measure BB will be used to pay for investments as outlined in the 2014 Alameda County Transportation Expenditure Plan ("2014 TEP"), as it may be amended.

F. As the Transportation Fund for Clean Air ("TFCA") Program Manager in Alameda County, ALAMEDA CTC annually programs 40 percent of the TFCA funds collected in Alameda County. ALAMEDA CTC receives these funds from the Bay Area Air Quality Management District ("AIR DISTRICT"), and then distributes these funds on a reimbursement basis to eligible project sponsors.

G. ALAMEDA CTC is continuing the implementation of the CMA Exchange Program, originally established by the ACCMA, for the purpose of providing local or otherwise unrestricted funds to ALAMEDA CTC for use in projects and programs adopted into the CMA Transportation Improvement Program ("CMA TIP") by ALAMEDA CTC.

H. The funding programs administered by ALAMEDA CTC and available for projects and programs that benefit the Alameda County transportation system, consisting of 1986 Measure B, 2000 Measure B, 2014 Measure BB, VRF, TFCA, and CMA TIP, are collectively defined as and shall be referenced herein as the "ALAMEDA CTC ADMINISTERED FUNDS". Requirements related to 2000 Measure B, VRF and 2014 Measure BB Direct Local Distribution ("DLD") funding distributed pursuant to 2000 Measure B, VRF and 2014 Measure BB Transportation Expenditure Plans are covered by separate agreements between ALAMEDA CTC and DLD recipients.

I. Measure B, Measure BB, VRF, and TFCA funds obligated by this AGREEMENT shall be programmed, allocated, and expended for the purpose defined and in accordance with the provisions set

forth in the applicable transportation expenditure plans, or the AIR DISTRICT-approved TFCA County Program Manager Policies.

J. ALAMEDA CTC programs and allocates ALAMEDA CTC ADMINISTERED FUNDS through the ALAMEDA CTC Comprehensive Investment Plan ("CIP") that is updated periodically to summarize the programming and allocations of ALAMEDA CTC ADMINISTERED FUNDS, and the policies, procedures and requirements related to the expenditure of ALAMEDA CTC ADMINISTERED FUNDS.

K. The PROJECT SPONSOR is implementing a project or program ("PROJECT") that is eligible for ALAMEDA CTC ADMINISTERED FUNDS. The PROJECT and the strategy to implement the PROJECT are described in greater detail in Appendix A: Project Control Information.

L. This AGREEMENT obligates funds from one or more of ALAMEDA CTC administered funding programs as specified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement, for the PROJECT and the phase(s) described in Appendix A: Project Control Information. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are available to reimburse eligible costs incurred by PROJECT SPONSOR for the PROJECT and the phase(s) described in Appendix A: Project Control Information.

M. The issuance of bonds or another financing mechanism are possible funding options as part of ALAMEDA CTC administered funding programs to meet cash flow requirements of each individual program based on current schedule and project delivery information.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION I

PROJECT SPONSOR AGREES:

1. PROJECT SPONSOR shall implement the PROJECT in accordance with all requirements in this AGREEMENT and the following appendices attached hereto and incorporated herein by reference.

   a. Appendix A: Project Control Information
   b. Appendix B: Alameda CTC Administered Funds Obligated by this Agreement
   c. Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements
   d. Appendix D: Local Business Contract Equity Program
   e. Appendix E: Deliverables and Due Dates
   f. Appendix F: Project Performance Measures
   g. Appendix G: Transportation Fund for Clean Air Policies and Requirements

2. PROJECT SPONSOR shall perform the necessary work associated with the PROJECT required to implement PROJECT as described in Appendix A: Project Control Information.

3. PROJECT SPONSOR shall inform ALAMEDA CTC in writing of any changes to the information contained in Appendix A: Project Control Information as soon as PROJECT SPONSOR becomes aware of such changes. Per Section III.2, any change that requires an amendment to this AGREEMENT must be approved by ALAMEDA CTC prior to PROJECT SPONSOR implementing the change.

4. PROJECT SPONSOR shall commit to the timing of ALAMEDA CTC ADMINISTERED FUNDS as described in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. PROJECT SPONSOR shall expend ALAMEDA CTC ADMINISTERED FUNDS received under this AGREEMENT in accordance with all applicable provisions of law and shall return to ALAMEDA CTC all funds that are not expended in accordance with all applicable provisions of law.

6. PROJECT SPONSOR shall be responsible for costs in excess of the total funding obligations shown in Appendix A: Project Control Information. Costs in excess of the total funding obligations will not be reimbursed with ALAMEDA CTC ADMINISTERED FUNDS unless this AGREEMENT is amended in writing or the parties execute a separate agreement for a subsequent phase of the PROJECT.

7. PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, funds realized from the sale of any vehicle(s) purchased with ALAMEDA CTC ADMINISTERED FUNDS, if the sale of the vehicle(s) is completed prior to the last day of the last year listed as the PROJECT'S "Years of Effectiveness" as identified in either Appendix A: Project Control Information or Appendix G: Transportation Fund for Clean Air Policies and Requirements, as applicable. The amount of sale proceeds required to be returned to ALAMEDA CTC shall be proportional to the percentage of ALAMEDA CTC ADMINISTERED FUNDS originally used to purchase the vehicle(s).

8. PROJECT SPONSOR staff costs for any local agency which receives DLD funding shall not be eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS allocated to the PROJECT unless staff costs are specifically identified as eligible in Appendix A: Project Control Information. Staff costs included in Appendix A are limited to project implementation costs. Staff costs related to the administration of this AGREEMENT including preparation of requests for reimbursement or progress reports are ineligible for reimbursement. PROJECT SPONSOR staff costs funded by other sources can be included in the total cost for the purpose of meeting the cost and risk sharing provisions of this AGREEMENT.

9. PROJECT SPONSOR staff costs eligible for reimbursement may include the individual's actual hourly wage plus a fringe benefit rate, as approved by a cognizant agency or an independent auditor, of up to a maximum of 70% of the hourly wage. Staff costs also may include direct costs including contracted services, such as legal counsel, that are considered an extension of the PROJECT SPONSOR'S staff.

10. PROJECT SPONSOR overhead, or "indirect," costs are not eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and shall not be included in the total eligible PROJECT cost calculations used to determine the ALAMEDA CTC ADMINISTERED FUNDS share of such total eligible PROJECT costs.

11. The cost of maintenance, security, or protection performed by PROJECT SPONSOR or third-party contractors during any temporary suspension of activities associated with the PROJECT will not be considered an eligible cost for reimbursement by ALAMEDA CTC.

12. PROJECT SPONSOR shall advertise, award and administer all professional services and construction contracts for PROJECT work not performed by PROJECT SPONSOR. PROJECT SPONSOR shall invite ALAMEDA CTC staff to participate as a voting member of PROJECT SPONSOR's selection panel for the selection of all professional consultants.

13. All locally funded contracts approved by PROJECT SPONSOR, funded wholly or in part with Measure B, Measure BB, and/or Vehicle Registration Fee funds administered by ALAMEDA CTC, except for contracts that also include state and/or federal funds or contracts funding non-capital projects (e.g., transit operations), are required to comply with ALAMEDA CTC's Local Business Contract Equity (LBCE) Program as listed and described in Appendix D: Local Business Contract Equity Program Requirements. PROJECT SPONSOR shall comply with the reporting requirements set forth in the LBCE Program and provide the required information to ALAMEDA CTC in accordance with Appendix D for all contracts partially or wholly funded by ALAMEDA CTC, whether or not the specific contract is subject to the LBCE Program. If ALAMEDA CTC determines that PROJECT SPONSOR has failed to fully comply with all LBCE Program requirements, including but not limited to meeting all reporting requirements in a timely manner, ALAMEDA CTC may take one or more of the following actions, until compliance or remedial action has been accomplished by the PROJECT SPONSOR to the satisfaction of ALAMEDA CTC:

a. Deem PROJECT SPONSOR to be noncompliant, and place PROJECT SPONSOR on a corrective action plan;
b. Impose sanctions on PROJECT SPONSOR, including suspension and termination of all ALAMEDA CTC funding assistance;
c. Decline approval of projects, grants, or contracts;
d. Withhold reimbursements to PROJECT SPONSOR for existing grants and contracts; and/or
e. Other actions deemed appropriate by ALAMEDA CTC under the circumstances.

14. To facilitate ALAMEDA CTC's monitoring of PROJECT SPONSOR's compliance with the LBCE Program, PROJECT SPONSOR shall provide ALAMEDA CTC with drafts of (i) all procurement documents which address (or would be expected to address) LBCE Program or Disadvantaged Business Enterprise (DBE) participation goals and requirements (i.e., RFPs, RFQs, construction special provisions, and notices to bidders/proposers), in each case prior to advertisement, and (ii) PROJECT SPONSOR's form professional services contract, prior to contract award.

15. PROJECT SPONSOR shall require insurance coverage that names ALAMEDA CTC, its governing body, officers, employees and consultants as additional insureds of the PROJECT SPONSOR, professional services consultants and subconsultants, construction services contractors and subcontractors, volunteer service individuals, and any other contractors or subcontractors involved with the PROJECT on all insurance required by PROJECT SPONSOR for PROJECT. PROJECT SPONSOR shall keep and maintain insurance certificates and policy endorsements evidencing the policies on file, and furnish the same to ALAMEDA CTC upon request. ALAMEDA CTC will not be responsible for any premiums or assessments on

any policy. If this AGREEMENT includes any TFCA funds, PROJECT SPONSOR shall also comply with the insurance requirements specified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

16. PROJECT SPONSOR shall provide ALAMEDA CTC with periodic (i.e., quarterly or semi-annually) progress reports describing the current status of the PROJECT. The required progress reporting frequency schedule and forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. Progress reports are due by the last day of each calendar month following the established reporting period in which the work was performed. These reports shall include PROJECT status information such as the scope of work completed to date, total costs incurred, future actions, project performance, issues identification, changes to scope or schedule, and any additional relevant information requested by ALAMEDA CTC.

17. PROJECT SPONSOR shall submit to ALAMEDA CTC a Request for Reimbursement in accordance with the minimum required invoicing frequency established for the PROJECT, but not more than one such request per month, for reimbursement of eligible PROJECT costs and expenses incurred by PROJECT SPONSOR. The required minimum invoicing frequency and invoice forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. If PROJECT SPONSOR does not incur any reimbursable expenses during the minimum invoicing period, in lieu of submitting an invoice, PROJECT SPONSOR shall submit a letter or a statement as part of the required progress report for the same period confirming that no reimbursable costs were incurred during the given period. If PROJECT SPONSOR requests reimbursement for costs incurred as a result of a contract or agreement with a third party that contains a contract value of $50,000 or greater, e.g. a consultant, contractor or other entity, PROJECT SPONSOR shall submit an electronic copy of the fully executed contract or agreement to ALAMEDA CTC prior to ALAMEDA CTC authorizing reimbursement of such costs. Supporting documentation for the Request for Reimbursement packages includes copies of invoices from vendors, consultants, or contractors and summaries of eligible PROJECT SPONSOR staff time charges. PROJECT SPONSOR may suggest an alternative method, subject to approval in advance by ALAMEDA CTC, to document staff costs charged to the PROJECT.

18. PROJECT SPONSOR shall submit to ALAMEDA CTC a Prime Consultant/Contractor LBE, SLBE, and VSLBE Utilization Report with each of PROJECT SPONSOR's invoices for the PROJECT, regardless of whether any reimbursable costs were incurred during the given period. The report shall include the AGREEMENT number, prime consultant/contractor name, the project title, scope of work, names of all subconsultants and their contract budgets and total costs incurred, and any additional relevant information requested by ALAMEDA CTC.

19. PROJECT SPONSOR shall provide a Parcel and Utility Agreement Tracking Log upon ALAMEDA CTC's request, if the PROJECT includes the acquisition of right-of-way and/or the relocation or protection of utility facilities.

20. PROJECT SPONSOR shall keep all necessary PROJECT records to demonstrate compliance with this AGREEMENT, including documentation of activities, performance, progress reports, final report, expenses and charges to support invoices submitted to ALAMEDA CTC and other PROJECT reporting requirements as described in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements in one central location for a period of not less than five (5) years after the later of (i) ALAMEDA

CTC's payment of the final invoice, (ii) the PROJECT SPONSOR'S submittal of the Final Report for ALAMEDA CTC ADMINISTERED FUNDS under this AGREEMENT, and (iii) the end of the PROJECT'S established "Years of Effectiveness" period (as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements) if any TFCA funds are provided under this AGREEMENT.

a. PROJECT SPONSOR and PROJECT SPONSOR's contractors and subcontractors shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts.

b. PROJECT SPONSOR shall allow ALAMEDA CTC or its authorized representatives to inspect, audit, or make copies of any PROJECT records for a period of five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR'S submittal of the Final Report. The same access also shall be granted to the AIR DISTRICT or its authorized representatives for TFCA funds obligated by this AGREEMENT.

21. PROJECT SPONSOR shall comply with all of the following publicity requirements to inform the public on the use of ALAMEDA CTC ADMINISTERED FUNDS on the PROJECT.

a. PROJECT SPONSOR shall credit ALAMEDA CTC as a funding source and display the approved ALAMEDA CTC logo, where practical, on construction informational signs, vehicles or equipment operated or obtained as part of the PROJECT, and on any publicly distributed information (e.g., fact sheets, flyers, brochures, maps, schedules, websites, press releases), created for or associated with the PROJECT. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the AIR DISTRICT as a funding source and display the AIR DISTRICT-approved TFCA logo.

b. PROJECT SPONSOR shall provide updated and accurate PROJECT information on the PROJECT SPONSOR's website, or create such a website if none exists, and provide a link to ALAMEDA CTC website.

c. PROJECT SPONSOR shall publish an article in a printed or electronically distributed publication such as a newsletter, local newspaper, e-publications, or website highlighting the PROJECT and the use of ALAMEDA CTC ADMINISTERED FUNDS at least once per fiscal year. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the AIR DISTRICT as a funding source.

d. PROJECT SPONSOR shall document compliance with the publicity requirements and furnish such documentation upon request, and regularly through the progress and final reporting required by this AGREEMENT, through evidence such as photos of construction and vehicle signage, copies of print, electronic and other media published to satisfy this requirement. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also document that the AIR DISTRICT was credited as a funding source and the AIR DISTRICT-approved TFCA logos were displayed.

e. PROJECT SPONSOR shall notify ALAMEDA CTC and request an exemption as soon as it is reasonably known that the PROJECT SPONSOR is unable to fulfill the requirements under this Section I.21 due to extraordinary circumstances.

22. PROJECT SPONSOR shall, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 7920.000 et seq.), place in the public domain any software, written document, or other product developed with ALAMEDA CTC ADMINISTERED FUNDS received through this AGREEMENT.

23. PROJECT SPONSOR shall participate, upon the request of ALAMEDA CTC, in a Public Awareness Program in partnership with ALAMEDA CTC and/or its community advisory committees as a means of informing the public of the benefits derived from the use of ALAMEDA CTC ADMINISTERED FUNDS.

24. PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations.

25. PROJECT SPONSOR shall render a report or answer any and all inquiries, upon ALAMEDA CTC's request, in regards to its receipt of ALAMEDA CTC ADMINISTERED FUNDS, compliance audit findings, and usage of ALAMEDA CTC ADMINISTERED FUNDS before the ALAMEDA CTC Commission, Independent Watchdog Committee, and/or community advisory committees, as applicable.

26. For TFCA funds obligated by this AGREEMENT, a PROJECT SPONSOR who has failed a AIR DISTRICT financial or performance audit for the PROJECT will be excluded from receiving an award of any TFCA funds for five (5) years from the date of AIR DISTRICT's final audit determination. Existing TFCA funds already awarded to the SPONSOR will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed AIR DISTRICT financial audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed AIR DISTRICT performance audit means that the PROJECT was not implemented in accordance with the AGREEMENT. SPONSOR shall be afforded a reasonable amount of time to address/cure adverse audit findings.

27. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, TFCA funds received under this Agreement if PROJECT is not maintained and/or operated throughout, and at least until the conclusion of, its "Years of Effectiveness" as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

28. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall submit a TFCA Final Report to ALAMEDA CTC when identified as applicable in Appendix C: Request for Reimbursement and Reporting Requirements. The required content for the TFCA Final Report is identified in the TFCA Final Report Form referenced in Appendix G.

SECTION II

ALAMEDA CTC AGREES:

1. ALAMEDA CTC shall make a good faith effort to provide all ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

2. ALAMEDA CTC shall assist PROJECT SPONSOR when able, upon request and as necessary, in resolving issues related to the PROJECT.

3. ALAMEDA CTC shall provide a copy of its approved logo for PROJECT SPONSOR to use as required by this AGREEMENT.

4. ALAMEDA CTC shall provide notice to the PROJECT SPONSOR of any and all expenditures made by PROJECT SPONSOR, which are not in compliance with the AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS promptly after ALAMEDA CTC becomes aware of any such expenditures.

5. ALAMEDA CTC shall provide timely notice to PROJECT SPONSOR prior to conducting an audit of expenditures made by PROJECT SPONSOR to determine whether such expenditures are compliant with this AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. That ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT may be shifted between the phases of the PROJECT or between activities in the same phase of the PROJECT, so long as each of the following occurs: 1) PROJECT SPONSOR submits a written amendment request that provides revised and updated Appendix A: Project Control Information forms documenting the requested funding obligation shift and demonstrating to ALAMEDA CTC's satisfaction that the phase or activity from which the funds were shifted remains fully funded, and 2) the parties execute an amendment to this AGREEMENT incorporating the revised and updated Appendix A forms as described above, which amendment shall be approved by ALAMEDA CTC pursuant to applicable ALAMEDA CTC policies.

2. ALAMEDA CTC and the PROJECT SPONSOR may jointly authorize an "Administrative Amendment" for any minor schedule revisions, deliverables, or budget revisions that do not increase the total ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT. Any change in the PROJECT scope of work must be approved by ALAMEDA CTC prior to implementation of the change by the PROJECT SPONSOR. Administrative amendment requests sent to ALAMEDA CTC must include a revised Appendix A: Project Control Information which reflects the requested changes by the PROJECT SPONSOR.

3. For the purposes of this AGREEMENT, (i) a "Contract" shall mean and refer to a third party agreement with the PROJECT SPONSOR for services related to PROJECT, including agreements with another public agency, consultant firm, contractor or entity; (ii) "PROJECT SPONSOR Staff" costs include costs for

staff dedicated directly to project implementation, management, oversight, and/or project development and may include direct costs including contracted services, such as legal counsel, that are considered an extension of PROJECT SPONSOR Staff; (iii) "Capital" with respect to any Right-of-Way Capital phase shall mean and refer to the cost to acquire real property, access rights and other property interests; and (iv) "Agreement Expiration Date" shall mean and refer to the expiration date of this AGREEMENT.

4. Reimbursable costs will be limited to the costs shown in Appendix A: Project Control Information. Funds expended for work directly related to the phases of the PROJECT covered by this AGREEMENT prior to the applicable allowable start date identified in Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT are ineligible for reimbursement pursuant to this AGREEMENT. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are subject to fund availability and any new requirements and policies imposed by ALAMEDA CTC. The AGREEMENT shall be amended, as necessary, to reflect the applicable requirements.

5. If additional local, state or federal funding is obtained to partially offset ALAMEDA CTC ADMINISTERED FUNDS planned for the PROJECT, ALAMEDA CTC ADMINISTERED FUNDS will not be transferred from the PROJECT until after it is ensured that all phases of the PROJECT can be fully delivered. ALAMEDA CTC ADMINISTERED FUNDS offset by additional local, state or federal funding shall be available for PROJECT only after all other funding planned for PROJECT, as described in Appendix A: Project Control Information, has been committed and/or encumbered to the PROJECT.

6. Should any portion of PROJECT be financed with federal or state funds, all applicable laws, rules and policies relating to the use of such funds shall apply, notwithstanding other provisions of this AGREEMENT.

7. For TFCA funds obligated by this AGREEMENT, this AGREEMENT is subject to the current AIR DISTRICT-approved TFCA County Program Manager Fund Policies included in Appendix G: Transportation Fund for Clean Air Policies and Requirements and any new requirements imposed by the AIR DISTRICT upon ALAMEDA CTC with respect to the TFCA funds distributed hereunder. ALAMEDA CTC will only distribute TFCA funds under this AGREEMENT to the extent the documented project costs are eligible under the applicable AIR DISTRICT TFCA Policies.

8. The laws of the State of California shall govern this AGREEMENT.

9. All correspondence and communications will contain ALAMEDA CTC project number and name for PROJECT in a clearly identifiable location. For projects with TFCA funds obligated by this AGREEMENT, all correspondence and communications will also contain the TFCA project number as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

10. ALAMEDA CTC reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and PROJECT SPONSOR agrees, and shall require its contractors and subcontractors to agree, to cooperate with ALAMEDA CTC by making all appropriate and relevant PROJECT records promptly available for audit and copying.

11. PROJECT costs incurred by PROJECT SPONSOR are only eligible for reimbursement on a pro-rated basis unless specifically provided for in Appendix A: Project Control Information, and PROJECT SPONSOR is expected to concurrently seek reimbursement from the other sources shown in Project A: Project Control Information. Pro-rated basis, as used herein, equals the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT to a phase, divided by the total funding for the phase, as shown in Appendix A: Project Control Information. For any Request for Reimbursement which includes such expenditures, PROJECT SPONSOR shall (i) report the total expenditures during the reimbursement period, (ii) indicate the percentage of the total expenditures for the phase expected to be funded by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and (iii) request reimbursement for the dollar amount which equals the product of such total expenditures and such percentage.

12. ALAMEDA CTC approval of PROJECT SPONSOR submitted Requests for Reimbursement will be contingent on the submittal of progress reports and deliverables by PROJECT SPONSOR as required by this AGREEMENT. In the event that progress reports and deliverables are not complete and current, approval of Requests for Reimbursement shall be withheld until an acceptable remedy has been implemented and approved by ALAMEDA CTC. If PROJECT SPONSOR fails to submit the required deliverables or otherwise fails to meet the reporting and invoicing requirements of this AGREEMENT, ALAMEDA CTC may deobligate funds from the PROJECT and this AGREEMENT. Not less than thirty (30) days prior to the effective date of any such action, ALAMEDA CTC will endeavor to notify PROJECT SPONSOR in writing that the required deliverables, invoicing and reporting is overdue.

13. Request for Reimbursements submitted after the Agreement Expiration Date identified in Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT will be ineligible for reimbursement by ALAMEDA CTC unless an exception is requested by the PROJECT SPONSOR no less than sixty (60) days before the Agreement Expiration Date, and the exception is approved by ALAMEDA CTC. ALAMEDA CTC will deobligate any remaining ALAMEDA CTC ADMINISTERED FUNDS from PROJECT and this AGREEMENT.

14. Each Right-of-Way transaction which is funded either wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be subject to repayment or reimbursement to ALAMEDA CTC under ALAMEDA CTC Policies in effect as of the effective date of this AGREEMENT, irrespective of the party holding title to the real estate which is the subject of the Right-of-Way transaction in question. The parties agree that Section III.15(a) through Section III.15(f), the provisions of which are intended to provide further detail regarding the application of such Policies, shall govern the extent to which such repayment is required and the conditions applicable to any such repayment. If such Policies are amended after the effective date of this AGREEMENT by ALAMEDA CTC, the PROJECT SPONSOR and ALAMEDA CTC shall execute an amendment to this AGREEMENT which references the revised Policies.

15. For the purposes of the following provisions, "ALAMEDA CTC Share" shall mean the percentage share of the original property purchase price funded by ALAMEDA CTC ADMINISTERED FUNDS (i.e., if the purchase was fully funded by ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC Share shall equal 100%); any appraisal required under Section III.15(a) and Section III.15(f) only, shall be conducted at no cost to ALAMEDA CTC; "Fair Market Value" of a given property shall mean the net proceeds from the sale of such property if such sale occurs in an open market transaction or by auction, or the value of the property determined by an independent third-party appraisal of the property if some or all of the property is

retained by PROJECT SPONSOR or otherwise transferred to any other party without an auction or open market transaction; and "CPI" means the Consumer Price Index, All Items for All Urban Consumers, San Francisco-Oakland, San Jose, CA.

a. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition, and the PROJECT is cancelled or otherwise does not begin construction within five (5) years after the effective date of AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after such cancellation decision or the expiration of such five (5) year period, reimburse ALAMEDA CTC for the greater of the following: ALAMEDA CTC Share of the property's Fair Market Value or the full amount of ALAMEDA CTC ADMINISTERED FUNDS used to acquire the property, as escalated by the increase in the CPI during the most recent period for which CPI data is available which is equal in length to the period between the date ALAMEDA CTC ADMINISTERED FUNDS were paid to PROJECT SPONSOR and the date reimbursement is made to ALAMEDA CTC.

b. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition and only a portion of the acquired property is required for the PROJECT, and if the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after PROJECT completion, reimburse ALAMEDA CTC for ALAMEDA CTC Share of the Fair Market Value of any property determined to be "excess property".

c. If the PROJECT begins construction within five (5) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then except as provided in subparagraph (d) below, no reimbursement is due with respect to any property interest acquired for the project using ALAMEDA CTC ADMINISTERED FUNDS if the entirety of the acquired property is required for the PROJECT.

d. If PROJECT SPONSOR anticipates receiving net revenues (i.e., rental or other income generated by the property, less reasonable costs for insurance, maintenance and related items) from any property acquired using ALAMEDA CTC ADMINISTERED FUNDS, PROJECT SPONSOR shall notify ALAMEDA CTC on how PROJECT SPONSOR will use such revenue to offset other project costs, and document such revenue separately in project reimbursement requests.

e. If PROJECT is suspended, PROJECT SPONSOR shall pay all property management costs.

f. Property that is required for the PROJECT and acquired wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be available for PROJECT construction within ten (10) years of ALAMEDA CTC reimbursement to the PROJECT SPONSOR. If, after ten (10) years, PROJECT has not been completed, PROJECT SPONSOR shall reimburse ALAMEDA CTC Share of the fair market value of the property, based on the net proceeds from the sale of

the property or an appraisal of the property conducted at no cost to ALAMEDA CTC, within one (1) year after the expiration of this ten (10) year period.

16. If condemnation procedures are required to obtain possession to Right-of-Way, ALAMEDA CTC will consider the required deposit as an eligible cost and reimburse the PROJECT SPONSOR upon request. PROJECT SPONSOR shall submit documentation of the final order of condemnation settlement within ninety (90) days after the date of the court recording of the final order of condemnation. If the amount of ALAMEDA CTC reimbursement to the PROJECT SPONSOR is higher than ALAMEDA CTC Share of the amount of settlement in the final order of condemnation, the PROJECT SPONSOR shall pay ALAMEDA CTC the difference between the amount reimbursed and ALAMEDA CTC Share of the amount settled plus ALAMEDA CTC Share of the interest accrued to the deposit account within one (1) year of the final order of condemnation.

17. PROJECT SPONSOR shall not initiate condemnation of any property until full funding for the construction of the PROJECT has been secured.

18. Reimbursement to PROJECT SPONSOR by ALAMEDA CTC for PROJECT Right-of-Way is limited to the following (and net of any relocation payments provided by other sources):

a. The cost to purchase all real property required for the PROJECT free and clear of liens and/or conflicting easements, including the costs for preparation of documents, negotiations and legal services.

b. The cost of damages to owners of the remainder of real property not actually taken but injuriously affected by PROJECT.

c. The cost of relocation payments and services provided to owners and occupants pursuant to the appropriate State laws and regulations when the PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

d. The cost of demolition and/or the sale of all improvements on the right-of-way. Proceeds from the sale of any such improvements shall be credited to the PROJECT and used to offset PROJECT costs.

e. The cost of all unavoidable utility relocation, protection or removal necessary for the completion of the PROJECT.

f. The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which PROJECT SPONSOR accepts responsibility and where the actual generator cannot be identified and recovery made.

19. If PROJECT SPONSOR materially breaches this AGREEMENT, including but not limited to (i) failing to deliver the PROJECT within the schedule defined by this AGREEMENT without compelling reason, (ii) failing to file required progress reports in the time specified by this AGREEMENT, or (iii) failing to comply with applicable regulations, ALAMEDA CTC may either terminate this AGREEMENT or suspend payments to

PROJECT SPONSOR until such time as PROJECT SPONSOR makes reasonable efforts to cure any such breach and comply with all provisions of this AGREEMENT.

20. Neither ALAMEDA CTC, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with the PROJECT. It is also understood and agreed, pursuant to Government Code Section 895.4, PROJECT SPONSOR shall fully defend, protect, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT. If TFCA funds are obligated by this AGREEMENT, PROJECT SPONSOR shall also fully defend, protect, indemnify and hold harmless the AIR DISTRICT, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, from any liability imposed on the AIR DISTRICT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT.

21. Neither PROJECT SPONSOR, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, protect, indemnify and hold harmless PROJECT SPONSOR, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by ALAMEDA CTC in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT.

22. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and PROJECT SPONSOR and has no third-party beneficiaries.

23. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or for any other cause of action, will be subject to the statutes of limitations of the State of California.

24. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

25. This AGREEMENT shall terminate upon the Agreement Expiration Date identified in Appendix B: Funds Obligated by this AGREEMENT unless this AGREEMENT is extended by mutual agreement of the parties. Notwithstanding the foregoing, Sections I.7, I.19, III.20 and III.21 shall survive the termination or expiration of this AGREEMENT. PROJECT SPONSOR has 90 days after the Agreement Expiration Date to submit complete and accurate invoices to ALAMEDA CTC to make final allowable

payments for PROJECT costs in accordance with the terms of this AGREEMENT. Failure to submit complete and accurate invoices within this period of time shall result in a waiver by PROJECT SPONSOR of its right to reimbursement of expended costs for which invoices have not yet been submitted.

26. No delay or omission in the exercise of any right or remedy of either party on any breach or default by the other party shall impair such right or remedy or be construed as a waiver.

27. This AGREEMENT, including its Recitals and Appendices, constitutes the entire AGREEMENT. This AGREEMENT may be changed only as allowed in Sections III.1 and Section III.2 of this AGREEMENT or by a written amendment executed by both parties.

[Signatures on the next page]

CITY OF LIVERMORE
(PROJECT SPONSOR)

By: _____

Marianna A. Burch Date
City Manager

ALAMEDA COUNTY
TRANSPORTATION COMMISSION
(ALAMEDA CTC)

By: _____

Tony Tavares Date
Executive Director

Recommended

By: _____

Vivek Bhat Date
Senior Director of Programming and Projects

Reviewed as to Budget/Financial Controls:

By: _____

Patricia Reavey Date
Deputy Executive Director of Finance and Administration

Approved as to Legal Form:

By: _____

Tara Mazzanti Date
Senior Assistant City Attorney
Legal Counsel to CITY OF LIVERMORE

Approved as to Legal Form:

By: _____

Fennemore LLP Date
Legal Counsel to ALAMEDA CTC

LIST OF APPENDICES

APPENDIX A: PROJECT CONTROL INFORMATION

Appendix A-1	Project Description
Appendix A-2	Project Scope Detail by Phase
Appendix A-3	Project Milestone Schedule
Appendix A-4	Project Cost Estimate Summary by Phase and Fund Source
Appendix A-5	Project Funding Summary by Phase and Reimbursement Ratio
Appendix A-6	Project Phase Cost Detail

APPENDIX B: ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

APPENDIX C: ALAMEDA CTC REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

APPENDIX D: LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

APPENDIX E: DELIVERABLES AND DUE DATES

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Note: Appendix G is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

APPENDIX A

PROJECT CONTROL INFORMATION

Appendix Index

Appendix A-1	Project Description
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Appendix A-3	Project Milestone Schedule
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Appendix A-6	Project Phase Cost Detail

APPENDIX A-1

PROJECT DESCRIPTION

Project Description:

The Stanley Boulevard at Isabel Avenue Connector Ramp Crossing Improvements Project is located at the intersection of Stanley Boulevard and Isabel Avenue Connector Ramp, which connects the Iron Horse Trail and Isabel Trail. The project scope includes implementing protected intersection concepts, e.g. curb extensions, pedestrian/bicycle ramps, bicycle signals, pavement markings and signages, etc.

The project will also program leading pedestrian intervals and install blankout signs.

The project goal is to enhance trail crossing safety at the intersection. The project will also install an overlapping phase to increase the vehicular traffic level of service.

Project Location and Limits

- Stanley Boulevard and Isabel Avenue Connector Ramp

APPENDIX A-2

PROJECT SCOPE DETAIL BY PHASE

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

CONSTRUCTION

- Construction of protected intersection concepts and improvements as PROJECT is further described in Appendix A-1.

Non-Participating Costs / Not Eligible for Reimbursement

Costs not eligible for reimbursement by this AGREEMENT include, but are not necessarily limited to:

- Costs incurred for services, fees, or amenities not related to the PROJECT scope that are funded through ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT as the eligible scope is defined in Appendix A-1: Project Description and Appendix A-2: Project Scope Detail by Phase.
- Sponsor Staff/Labor costs unless otherwise defined as allowed in Appendix A-6: Project Cost Detail.

APPENDIX A-3

PROJECT MILESTONE SCHEDULE

Phase/Milestone	Begin (Mo/Yr)	End (Mo/Yr)
Construction		
Release Request for Proposal / Advertisement	09/2025	10/2025
Contract Award	12/2025	12/2025
Construction Activity	01/2026	07/2026
Contract Acceptance		08/2026
Project Closeout	09/2026	10/2026

APPENDIX A-4

PROJECT COST SUMMARY BY PHASE AND FUND SOURCE

This Project Cost Summary provides a project funding plan for all Project phases, regardless if funded through ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

PROJECT COST SUMMARY BY PHASE AND FUND SOURCE			
PHASE	**Alameda CTC Administered Funds**	**Sponsor Funds**	**Total Funding**
	2014 MBB TEP-44	**Various Sources**	
Final Design (PS&E)	$ -	$200,000	**$200,000**
Construction	$825,000	$275,000	**$1,100,000**
Total Project Cost	**$825,000**	**$475,000**	**$1,300,000**

Notes:

1. ALAMEDA CTC ADMINISTERED FUNDS identified with a Note 1 are shown within this Project Cost Summary for funding plan informational purposes. These funds are not encumbered within this AGREEMENT.
2. To Be Determined (TBD) Column includes unknown and unsecured funding amounts to the project.

APPENDIX A-5

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO

(Only Phases Funded with Alameda CTC Administered Funds)

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

PROJECT FUNDING SUMMARY BY PHASE AND REIMBURSEMENT RATIO				
PHASE	**Alameda CTC Administered Funds**	**Matching Funds**	**Total Funding**	**Reimbursement Ratio Percentage**
	2014 MBB TEP-44			
Construction	$825,000	$275,000	**$1,100,000**	**75.00%**
Total Funding	**$825,000**	**$275,000**	**$1,100,000**	

Notes:

1. PROJECT SPONSOR shall be reimbursed eligible costs in the percentage of Total ALAMEDA CTC ADMINISTERED FUNDS to Total Funding per the Reimbursement Ratio Percentage for each phase. Each Alameda CTC Administered Fund amount identified is a not-to-exceed amount. The Reimbursement Ratio is defined as ALAMEDA CTC ADMINISTERED FUNDS divided by the Total Funding.

APPENDIX A-6

PROJECT PHASE COST DETAIL

This Project Phase Cost Detail summarizes the total cost for each phase with ALAMEDA CTC ADMINISTERED FUNDS obligated in this AGREEMENT.

PHASE COST DETAIL			
CONSTRUCTION	**2014 MBB TEP-44**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$ -	$ -	**$ -**
Contract(s)	$825,000	$275,000	**$1,100,000**
Other Direct Costs	$ -	$ -	**$ -**
Total Phase Cost *(Staff + Contract Costs + Other Direct Costs)*	**$825,000**	**$275,000**	**$1,100,000**

Notes:

- The costs and fund sources for all contracts for professional services or construction for the Project shall be shown in the "Contract(s)" line. "Other Direct Costs" consists of expenditures on such items as delivery services, printing services, and travel, where no RFPs/RFQs or bids are required.
- Contracts funded with any combination of Measure B, Measure BB, Vehicle Registration Fee and local funds that do not contain State or federal funds are subject to Alameda CTC's Local Business Contract Equity Program (refer to Appendix D).
- Costs and funds may be moved between Contract(s) and Other Direct Costs through an Administrative Amendment pursuant to Section III.2 of this AGREEMENT, so long as (i) ALAMEDA CTC is notified in advance prior to any expenditures on either category in excess of the amounts then shown in this table, and (ii) any proposed amendment which changes the Total Costs for Contract(s) from zero to a positive number must be approved by ALAMEDA CTC prior to PROJECT SPONSOR seeking proposals, qualifications, or bids for such contract(s).

APPENDIX B

ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

The following Table B-1 identifies the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT and establishes a unique allowable start date for each obligated fund source.

TABLE B-1
FUNDS OBLIGATED BY THIS AGREEMENT
AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES

Fund Source	Fund Subset	Phase	Commission Approval Date	Allowable Start Date	Expenditure Deadline Date	Obligated Amount
2014 MBB	TEP-44	CON	5/22/2025	7/1/2025	12/31/2026	**$825,000**
Total Alameda CTC Administered Funds Obligated by AGREEMENT:						**$825,000**

Agreement Expiration Date:	**December 31, 2026**

Notes:

1. ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
2. The Commission Approval Date is the date of the meeting at which the Commission approved the allocation.
3. The Allowable Start Date identified for each fund source is the earliest date at which costs eligible for reimbursement by the fund source indicated may be incurred. Any costs incurred on the PROJECT before this date will not be eligible for reimbursement under this AGREEMENT. The earliest Allowable Start Date shown in this column represents the effective date of this AGREEMENT. The Allowable Start Date may be established as early as the Commission Approval Date of the allocation.
4. The Expenditure Deadline Date is the last date by which eligible reimbursable costs may be incurred. Any costs incurred on the PROJECT after this date will not be eligible for reimbursement under this AGREEMENT.
5. The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
6. For TFCA funds obligated by this agreement, the Expenditure Deadline Date in the above table is two (2) years from the date when ALAMEDA CTC first received funds from the AIR DISTRICT, unless an extended deadline is approved at the time of programming, or an extension has been approved by ALAMEDA CTC. An estimated deadline date is noted in the above table if at the time of this agreement Alameda CTC has yet to receive funds from the AIR DISTRICT. Extended deadlines will be reflected in an amended Table B-1, once approved.

APPENDIX C

REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

The below table establishes the required minimum frequency for Requests for Reimbursement and Progress Reports, and final closeout reporting requirements, as indicated below with an "X".

REQUEST FOR REIMBURSEMENT AND REPORTING FREQUENCY AND DUE DATES			
Minimum Frequency	**Required**	**Period Covered**	**Due Dates**
Quarterly *(once every 3 months)*			
Request for Reimbursement	☐	Quarter 1: 7/1– 9/30 Quarter 2: 10/1 – 12/31 Quarter 3: 1/1– 3/31 Quarter 4: 4/1– 6/30	By October 31st By January 31st By April 30th By July 31st
Alameda CTC Progress Report	☐		
Semi-annually *(once every 6 months)*			
Request for Reimbursement	☒	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31st By July 31st
Alameda CTC Progress Report	☒		
Final Closeout Reporting			
Final Request for Reimbursement	☒	Any work period eligible under Appendix B.	By Agreement Expiration Date
Alameda CTC Final Report	☒	Entire project period.	

Notes:

1. For all projects, the maximum frequency for Requests for Reimbursement is one (1) per month.
2. A progress report required regardless of whether expenses occurred or not during the reporting period.

REQUEST FOR REIMBURSEMENT AND REPORTING FORMS

Any PROJECT SPONSOR awarded ALAMEDA CTC Administered Funds shall use the following forms included in the link below for progress reporting, final reporting, request for reimbursements, and agreement amendment requests. Note that the format and required content of these forms is subject to change.

List of Downloadable Forms: https://www.alamedactc.org/funding/reporting-and-grant-forms/

1. Request for Reimbursement (RFR) Form
2. Alameda CTC Progress Report Form
3. Alameda CTC Final Report Form
4. Amendment Request Form

APPENDIX D

LOCAL BUSINESS CONTRACT EQUITY PROGRAM REQUIREMENTS

As noted in Section I.13, PROJECT SPONSOR is obligated to comply with all applicable provisions of the Alameda CTC Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto.

LBCE Program Substitution: The LBCE Program allows substitution of Alameda CTC's program if a Project Sponsor's local preference program has been approved in writing by the Alameda CTC's LBCE Liaison Officer. PROJECT SPONSOR shall obtain approval of any such substitution prior to the advertisement of any procurements potentially eligible for reimbursement under this AGREEMENT.

The following resources are available to guide Project Sponsors through the LBCE Program requirements for procurement and contracting processes:

- Sample template language for professional and construction services contracts is available from ALAMEDA CTC's website: https://www.alamedactc.org/get-involved/contract-equity

- Prime and Subconsultant/Subcontractor Local Business Enterprise, Small Local Business Enterprise and Very Small Local Business Enterprise Utilization Form: https://www.alamedactc.org/get-involved/contracting-forms/

- The LBCE Program Guidelines, available at the above link, includes a Project Sponsor Responsibility Checklist. Appendix B of the LBCE Program Guidelines identifies the Responsibilities of Sponsor Agencies.

- Direct inquiries about the LBCE Program to ALAMEDA CTC's LBCE Liaison Officer:

  Seung Cho
  Director of Contract Services and Operations
  Alameda County Transportation Commission
  Email: scho@alamedactc.org
  Phone: (510) 208-7472

APPENDIX E

DELIVERABLES AND DUE DATES

Project Deliverables and Due Dates: The Deliverables and Due Dates tables below reflect required deliverables and due dates, if any, for the phases listed in Appendix A-2 Project Phase Descriptions that contain ALAMEDA CTC ADMINISTERED FUNDS.

Additionally, PROJECT SPONSOR must also submit Request for Reimbursement forms and Progress Reporting as required per Appendix C.

Deliverables and Due Dates		
No.	**Description**	**Due Date to Alameda CTC**
Construction		
1	Progress Reports (See Appendix C: Request for Reimbursements and Reporting Requirements)	Per Appendix C
2	Photos of temporary construction signage (which includes the Alameda CTC logo and/or the Air District logo for TFCA funded projects).	07/31/26
3	Before and After photos of construction completion.	By the Agreement Expiration Date
4	Confirmation of construction completion. Ex. Copy of governing board acceptance, notice of completion or similar.	
Final Closeout Deliverables		
5	Documentation of completed publicity requirements per Section I.20. Ex. Funding agency credit/logo usage on websites, articles, and construction signage.	By the Agreement Expiration Date
6	Final Invoice	
7	Final Report	

Note:

- Per Section III.12 of AGREEMENT, Alameda CTC may withhold payment of reimbursement requests until past due deliverables are received and approved.

APPENDIX F

PROJECT PERFORMANCE MEASURES

Project Performance Measures: The Project Performance Measures and Targets describes what outcome-based performance measure(s) the PROJECT SPONSOR plans to evaluate to ensure that the project/program is meeting its objectives.

Appendix F is Not Applicable.

APPENDIX G

TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

The contents of Appendix G are only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

Appendix Index

Appendix G-1	TFCA Project Number and "Years of Effectiveness"
Appendix G-2	TFCA County Program Manager Fund Policies and Insurance Requirements
Appendix G-3	Air District TFCA Logos

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.4**

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolutions authorizing execution of a cooperation agreement with Alameda County to reimburse the City with County funding in an amount not-to-exceed $700,000 for project management and engineering services for the South Livermore Valley Sewer Extension Project WW202313; and authorizing, subject to Alameda County approving the cooperation agreement, a supplemental appropriation of $700,000 in Alameda County funding to the CIP Wastewater Fund 621 in the FY 2025-26 budget and execution of an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $629,000 and a term ending December 31, 2026, to provide engineering analysis and prepare a basis of design report for the South Livermore Valley Sewer Extension Project WW202313.

RECOMMENDED ACTION

Staff recommends the City Council adopt two resolutions:

1. Authorizing the City Manager to execute a cooperation agreement with Alameda County to reimburse the City with County funding in an amount not-to-exceed $700,000 for project management and engineering services for the South Livermore Valley Sewer Extension Project WW202313; and
2. Authorizing, subject to Alameda County approving the cooperation agreement, a supplemental appropriation of $700,000 in Alameda County funding to the CIP Wastewater Fund (Fund 621) in the FY 2025-26 budget.
3. Authorizing the City Manager to execute an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $629,000 and a term ending December 31, 2026, to provide engineering analysis and prepare a basis of design report for the South Livermore Valley Sewer Extension Project WW202313.

DECISION TYPE

Administrative

SUMMARY

On November 8, 2022, Livermore voters approved amendments to the City's South Livermore Valley

Urban Growth Boundary Initiative (Measure P). These amendments allow the extension of sewer services to the northeast portion of the South Livermore Valley in unincorporated Alameda County along Buena Vista Avenue and segments of Tesla Road and Greenville Road (Attachment 1).

The City of Livermore (City) and County of Alameda (County) staff have developed a cooperation agreement that allows the County to fund and the City to manage an engineering consultant to provide topographic surveys, perform preliminary engineering analysis and develop a basis of design report for the South Livermore Valley Sewer Extension. This report will include recommended sewer main alignment and depth, locations (if any) where pump or lift stations would be needed and preliminary cost estimates for the project's construction, operation, maintenance and revenue.

Carollo Engineers, Inc. submitted a proposal that meets the City and County's requirements for qualifications and scope of work. This agreement with Carollo Engineers, Inc., in an amount not-to-exceed $629,000, will provide the information needed prior to beginning final design work and will inform ongoing discussions with Alameda County regarding project implementation, funding, asset ownership, operations, and maintenance.

DISCUSSION

On July 11, 2022, the City Council adopted the South Livermore Valley Sewer Extension Project Supplemental Environmental Impact Report (SEIR) and authorized amendments to the City's South Livermore Valley Urban Growth Boundary Initiative, to address groundwater concerns and allow for continued commercial and visitor serving developments in this area of unincorporated Alameda County. This action was requested by the Tri-Valley Conservancy and other South Livermore Valley stakeholders in response to Zone 7's Nutrient Management Plan for the Livermore Valley Groundwater Basin (July 2015), and the Alameda County Local Agency Management Program for septic systems (June 2018), which both identify areas of concern regarding nitrate concentrations and describe requirements, procedures, prohibitions, and corrective actions including connection to a municipal sewer system.

On November 8, 2022, Livermore voters approved amendments to the City's South Livermore Valley Urban Growth Boundary Initiative (Measure P). These amendments allow the extension of sewer services to the northeast portion of the South Livermore Valley in unincorporated Alameda County along Buena Vista Avenue and segments of Tesla Road and Greenville Road. The location of the proposed sewer extension is generally shown on Attachment 1 and would connect to the existing City sewer main on East Avenue at Buena Vista Avenue. The new sewer main would provide adjacent Alameda County residents and businesses the opportunity to connect to sewer service.

City and Alameda County staff have developed a Cooperation Agreement (Exhibit A to the Cooperation Agreement Resolution) allowing the County to provide funding and the City to utilize the County funding to provide project management services and contract with an engineering consultant with expertise in sewer systems. The consultant will obtain topographic surveys, perform engineering analysis and develop a basis of design report. This report will include recommended sewer main alignment and depth, locations (if any) where pump or lift stations would be needed and preliminary cost estimates for the project's construction, operation, maintenance and revenue. This information is needed prior to beginning final design work and will inform ongoing discussions with Alameda County regarding project implementation, funding, asset ownership, operations, maintenance, and other issues related to the sewer extension.

In May 2024, staff sent out a request for qualifications for consultants to perform engineering services for utility projects, including water and wastewater projects, associated with the City's Capital Improvement Program. The purpose of this process was to receive statements of qualifications (SOQs) from multiple consultants, and based on review of these qualifications, execute on-call utility engineering services agreements and establish a short list of consultants who would be eligible for supporting future utility projects. Based on review of the SOQs including qualifications, interest, and coverage, a selection committee comprised of staff from Engineering and Water Resources found Carollo to be the top-ranked consultant for utility engineering services with a wastewater emphasis.

In December 2024, staff solicited proposals from three engineering firms on the prequalified list of utility engineering consultants for engineering services for the South Livermore Valley Sewer Extension Project, including land survey, engineering analysis to produce a basis of design report that will include project design recommendations, estimates of capital, operating and maintenance costs, and revenue. Carollo Engineers submitted a proposal that was reviewed and approved by City and County staff. Carollo Engineers have satisfactorily completed work on other projects for the City. A professional services agreement with Carollo Engineers, Inc. (Exhibit A to the Professional Services Agreement Resolution) is recommended for approval subject to Alameda County approving the cooperation agreement, which the County will consider subsequent to the City's approval.

ENVIRONMENTAL REVIEW

On July 11, 2022, the City adopted the South Livermore Valley Sewer Extension Project Supplemental Environmental Impact Report (SEIR). No additional environmental review is required for this action.

FISCAL AND ADMINISTRATIVE IMPACTS

At this time, funding for the South Livermore Valley Sewer Extension Project is limited to $6.5 million set aside by Alameda County. This funding is sufficient for this action.

To proceed with the Project, staff proposes a supplemental appropriation of $700,000 in Alameda County funding to the CIP Wastewater Fund (Fund 621) in the FY 2025-26 budget for the South Livermore Valley Sewer Extension Project WW202313 subject to Alameda County approving the cooperation agreement. Alameda County will reimburse the City for the preliminary design phase expenses and $71,000 for City staff costs to provide project management.

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

2: Lead efforts, in collaboration with other City departments and outside partners, to maintain and enhance the diversity and resilience of Livermore's economy.

GUIDING DOCUMENT

Fiscal Year 2025-2030 5-Year Capital Improvement Plan

ATTACHMENTS

1. Project Location
2. Resolution
3. Exhibit A - Alameda County Cooperation Agreement
4. Resolution
5. Exhibit A - Carollo Professional Services Agreement

Prepared by: Farnoush Levers
Assistant City Engineer

Approved by:

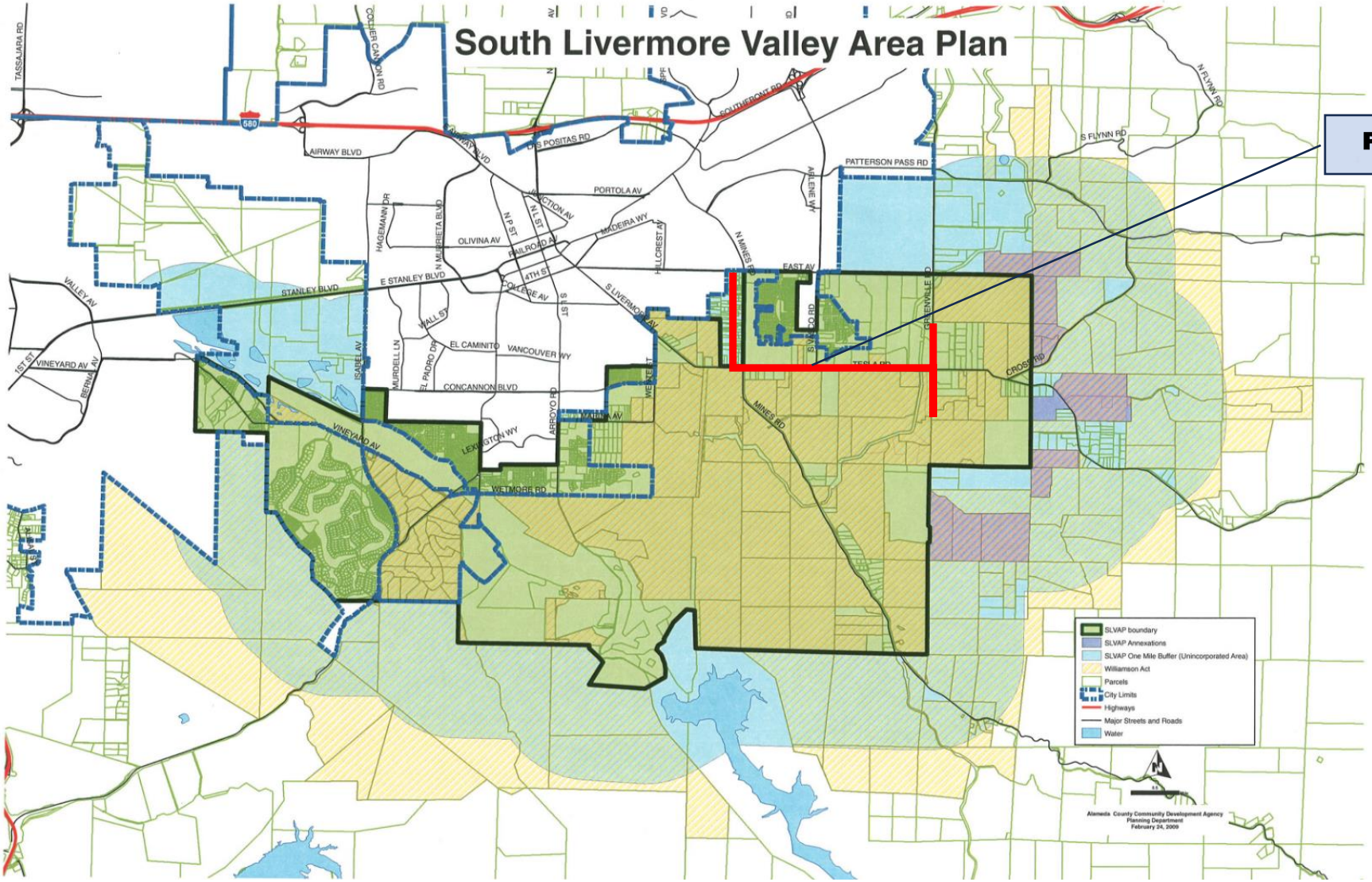


Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



Map Source: https://www.acgov.org/cda/planning/landuseprojects/documents/SLVAP_Boundary.pdf

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF A COOPERATION AGREEMENT WITH ALAMEDA COUNTY TO REIMBURSE THE CITY WITH COUNTY FUNDING IN AN AMOUNT NOT-TO-EXCEED $700,000 AND AUTHORIZING, SUBJECT TO ALAMEDA COUNTY APPROVING THE COOPERATION AGREEMENT, A SUPPLEMENTAL APPROPRIATION OF $700,000 IN ALAMEDA COUNTY FUNDING TO THE CIP WASTEWATER FUND (FUND 621) IN THE FISCAL YEAR 2025-26 BUDGET FOR PROJECT MANAGEMENT AND ENGINEERING SERVICES FOR THE SOUTH LIVERMORE VALLEY SEWER EXTENSION PROJECT WW202313

The City of Livermore and Alameda County desire to retain a project manager and to obtain topographic survey and engineering analysis to help develop a cost-effective basis of design report ("BOD Report") for the South Livermore Valley Sewer Extension Project to include recommended pipe alignment and depth, locations (if any) where pump or lift stations would be needed, and preliminary cost-estimates for construction, operation, and maintenance.

The City of Livermore desires to enter into this Cooperation Agreement ("Agreement") with Alameda County to reimburse the City with County funding for project management and engineering services for the project.

This Agreement specifies the method of cooperation between the City and County, which includes terms and conditions under which the City will provide project management, surveying, engineering analysis, and preparation of the BOD Report for the Project. The County will reimburse the City for reasonable and necessary costs incurred by the City for these services, which is estimated to be, and not exceeding $700,000, and includes consultant fees, City project management costs, and contingency.

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 Cooperation Agreement with Alameda County, attached hereto as Exhibit A, to reimburse the City with County funding in an amount not-to-exceed $700,000 for project management and engineering services for the South Livermore Valley Sewer Extension Project WW202313.

2. Authorizes, subject to Alameda County approving the Cooperation Agreement, a supplemental appropriation of $700,000 in Alameda County funding to the CIP Wastewater Fund (Fund 621) in the FY 2025-26 budget.

3. 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 October 27, 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 – Cooperation Agreement with Alameda County

COOPERATION AGREEMENT FOR DEVELOPMENT OF A BASIS OF DESIGN REPORT AND RELATED PROJECT MANAGEMENT SERVICES FOR THE SOUTH LIVERMORE VALLEY SEWER EXTENSION PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____ 2025, by and between the County of Alameda, "COUNTY" and the City of Livermore, a municipal corporation of the State of California, "CITY", collectively the "Parties".

RECITALS

WHEREAS, the area depicted in Exhibit A is in the unincorporated area of the COUNTY and is known as the South Livermore Valley. The South Livermore Valley Sewer Extension Project ("Project") is situated in the northeast portion of the South Livermore Valley, as shown in Exhibit A.

WHEREAS, the South Livermore Valley is beyond the CITY's municipal and urban growth boundaries.

WHEREAS, on July 11, 2022, the CITY adopted the South Livermore Valley Sewer Extension Project ("Project") Supplemental Environmental Impact Report (SEIR) and authorized amendments to the City's South Livermore Valley Urban Growth Boundary Initiative, to address groundwater concerns and allow for continued commercial and visitor serving development in the unincorporated area of COUNTY.

WHEREAS, on November 8, 2022, Livermore voters approved amendments to the City's South Livermore Valley Urban Growth Boundary Initiative (Measure P).

WHEREAS, The location of the Project is generally shown by red and blue lines on Exhibit B.

WHEREAS, the Parties desire to retain a project manager and to obtain topographic survey and engineering analysis to help develop a cost-effective basis of design report ("BOD Report") for the Project to include recommended pipe alignment and depth, locations (if any) where pump or lift stations would be needed and preliminary cost-estimates for the Project's construction, operation, and maintenance.

WHEREAS, the Parties desire to enter into this Cooperation Agreement ("Agreement") for project management, surveying, engineering analysis, and preparation of the BOD Report for the Project. The scope for this work is shown in Exhibit C-1 and Exhibit C-2.

WHEREAS, this Agreement specifies the method of cooperation between the Parties which includes terms and conditions under which the CITY will provide project management, surveying, engineering analysis, and preparation of the BOD Report for the Project and the COUNTY will reimburse the City for reasonable and necessary costs incurred by the CITY for these services, which is estimated to be and not exceeding

$700.000 and includes consultant fees, CITY project management costs, and contingency.

WHEREAS, there will be strict accountability by the City of all funds transacted and a report of all receipts and distributions shall be made upon request by the County and at the conclusion of the preparation of the BOD Report. CITY shall provide a report to COUNTY documenting all expenditures made by CITY for project management and BOD Report.

WHEREAS, the COUNTY and CITY desire to specify the terms and conditions under which the BOD Report shall be provided.

WHEREAS, this Agreement does not address issues including final design, bid documents, construction, ownership and maintenance, flow and strength monitoring of the added sewage to be conveyed by the Project, costs to connect the Project and discharge to the CITY's existing sewer system, and for treatment at the CITY's Water Reclamation Plant.

WHEREAS, this Agreement does not obligate the CITY or the COUNTY to perform any work on the Project subsequent to the BOD Report including but not limited to annexation or connection of properties, design, real property acquisition, permitting, construction, operation or maintenance or the costs thereof.

NOW, THEREFORE, the COUNTY and CITY agree as follows:

SECTION I: CITY COVENANTS

CITY AGREES TO:

A. Complete the scope of work to develop the BOD Report as outlined in Exhibit C-1. CITY will contract with an engineering consultant that specializes in sewer design and operation for this work.

B. Provide project management services as outlined in Exhibit C-2.

C. Manage the procurement of any goods or services required under this Agreement based on a competitive bidding process and comply with all requirements applicable to "public works," including, without limitation, those contained in Division 2, Part 7, Chapter I of the California Labor Code (Section 1720, et seq.).

D. Ensure that any consultants performing project management, design, and administrative services in connection with the Project secure and maintain in full force and effect, general liability, workers compensation, and auto liability insurance in forms and limits of liability acceptable to CITY and COUNTY, which insurance names CITY and COUNTY and their officers, employees, and agents as an additional insured from and against all damages, claims, loss, liability, and cost or expense arising out of or in any way connected with the Improvements.

E. Complete the BOD Report within seven months of the date that CITY issues a notice to proceed to the consultant.
F. Maintain cost accounting for the work outlined in this Agreement.

SECTION II: COUNTY COVENANTS

COUNTY AGREES TO:

A. Reimburse CITY for up to $700,000 within 30 days of the receipt of an invoice for authorized costs incurred by CITY pursuant to this Agreement. This funding will pay up to $569,094 for consultant fees, $71,000 for CITY project management, and reserve $59,906 as a contingency.

B. Coordinate with CITY during preparation of the BOD Report, including reviewing draft analysis and reports, and attending project development team meetings, as needed.

SECTION III: INDEMNITY

A. **Defense, Indemnity, and Hold Harmless.** To the fullest extent permitted by law, COUNTY shall hold harmless, indemnify, and defend with counsel selected by COUNTY and reasonably acceptable to CITY, the CITY and its elected and appointed officials, officers, directors, employees, and agents 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") arising out of or in connection with COUNTY's performance of services contemplated by this Agreement, or in connection with COUNTY's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of CITY or its elected and appointed officials, officers, directors, employees, and agents. COUNTY's obligations to hold harmless, indemnify, and defend shall not be excused because of COUNTY's inability to evaluate Liability or because COUNTY evaluates Liability and determines that COUNTY 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. COUNTY will endeavor to respond within 30 days to the tender of any claim for defense and indemnity by CITY.

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

2) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then COUNTY'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).

B. **Defense, Indemnity, and Hold Harmless.** To the fullest extent permitted by law, CITY shall hold harmless, indemnify, and defend with counsel selected by CITY and reasonably acceptable to the COUNTY, the COUNTY and its elected and appointed officials, officers, directors, employees, and agents 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") arising out of or in connection with CITY's performance of services contemplated by this Agreement, or in connection with CITY'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 County or its elected officials, officers, directors, employees, and agents. CITY's obligations to hold harmless, indemnify, and defend shall not be excused because of CITY's inability to evaluate Liability or because CITY evaluates Liability and determines that CITY 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. CITY will endeavor to respond within 30 days to the tender of any claim for defense and indemnity by COUNTY.

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

2) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then CITY'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).

C. **Risk Management Procedure/Insurance:** Promptly upon receipt of any third-party claim or potential legal action concerning this Agreement, the receiving party will notify the other party in writing and provide copies of all relevant information, including the claim, if any.

In no event may a party to this Agreement prejudice the rights of the other party or settle a claim on behalf of the other party. If the alleged or actual responsibility for a claim is shared by both parties, or the alleged or actual responsible party is uncertain, the parties to this Agreement shall meet and confer to determine how to handle the claim. The parties shall meet and confer via teleconference within thirty (30) calendar days after the claim is presented to the non-receiving party. Failure of the parties to meet and confer within said thirty (30) calendar days does not entitle the parties to settle the claim on behalf of the other party.

This Section III, in its entirety, shall survive the expiration or earlier termination of this Agreement.

SECTION IV: MISCELLANEOUS

IT IS MUTUALLY UNDERSTOOD AND AGREED:

A. Termination. That this Agreement shall terminate upon completion of the project management and BOD Report phase of the Project.

B. Amendments. That if, during the term of this Agreement it becomes necessary to amend or add to the terms and conditions of this Agreement, any such amendment or addition shall not be binding unless in writing and signed by authorized representatives of both Parties.

C. Entire Agreement. This instrument, including any attachments hereto, constitutes the entire agreement of the Parties relating to the subject matter of this Agreement and correctly sets forth the rights, duties, and obligations of each party to the other.

D. Partial Invalidity. If any provision or portion of this Agreement shall be deemed invalid, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Agreement shall remain in force and effect.

E. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Headings. The headings used in this Agreement are intended for reference only and do not define or limit the scope or meaning of any provision of this Agreement.

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

H. 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.

I. Attachments. All attachments referred to in and attached to this Agreement are incorporated by reference as though set forth in full.

J. Notices. Any written notice required by this Agreement shall be sent by first-class mail, to the Parties at the addresses set forth below or to such substitute address as may by designated by written notice to the other party:

City of Livermore
Director of Community Development
1052 South Livermore Avenue
Livermore, CA 94550

County of Alameda
Director Community Development Agency
224 W. Winton Ave, Rm. 110
Hayward, CA 94544

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day, month, and year set forth opposite their respective signatures.

CITY OF LIVERMORE
A Municipal Corporation

By: _____
Marianna A. Burch
City Manager

Date: _____

ATTESTED:

By: _____
Debbie L. Elam
City Clerk

APPROVED AS TO FORM:

By: _____
Tara Mazzanti
Senior Assistant City Attorney

COUNTY OF ALAMEDA

By: _____
David Haubert, President
Board of Supervisors

Date: _____

ATTESTED BY:
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

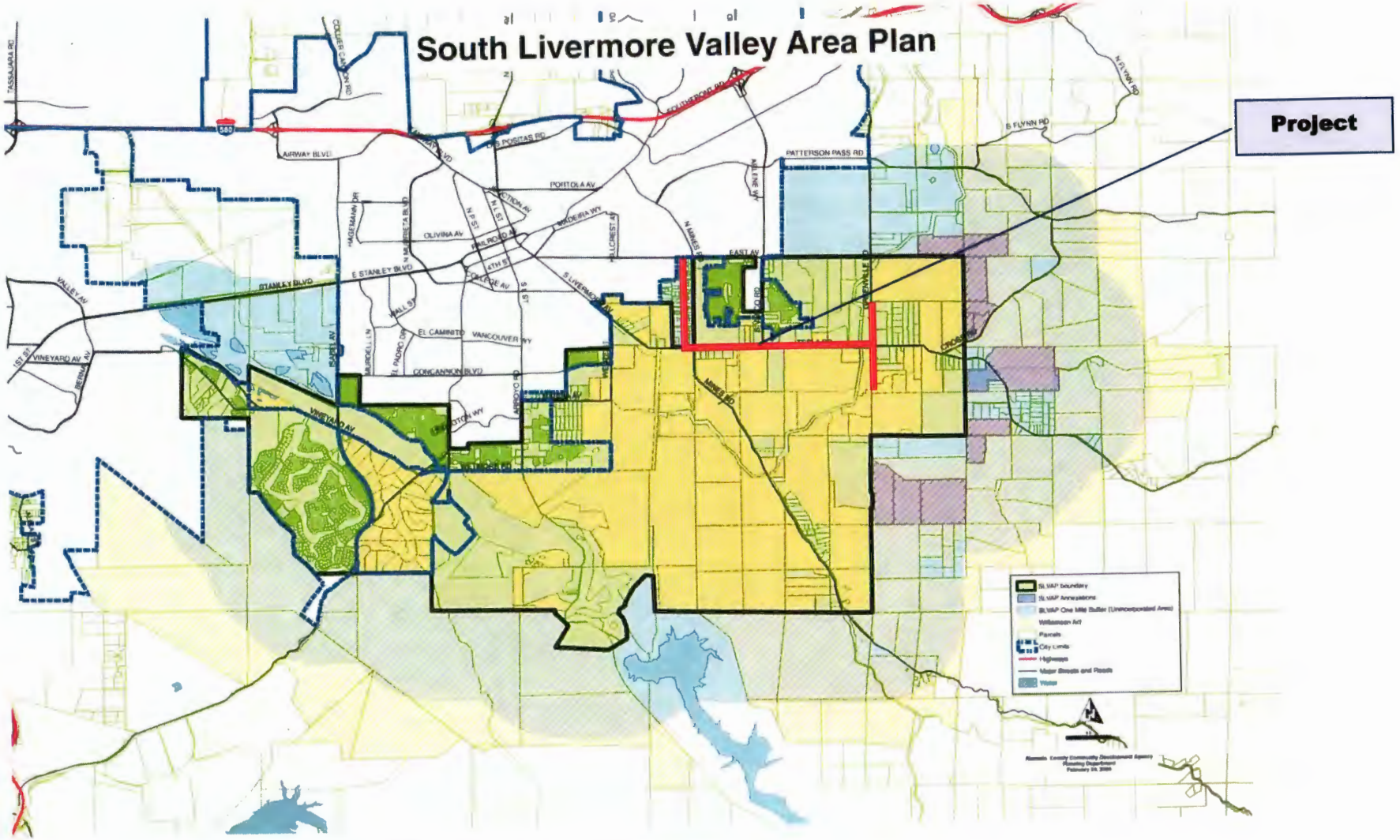
APPROVED AS TO FORM:
Donna R. Ziegler, County Counsel

By: _____
Andrea L. Weddle
Chief Assistant County Counsel

By signing above, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement they, or the entity upon behalf of which he/she acted. executed this Agreement.

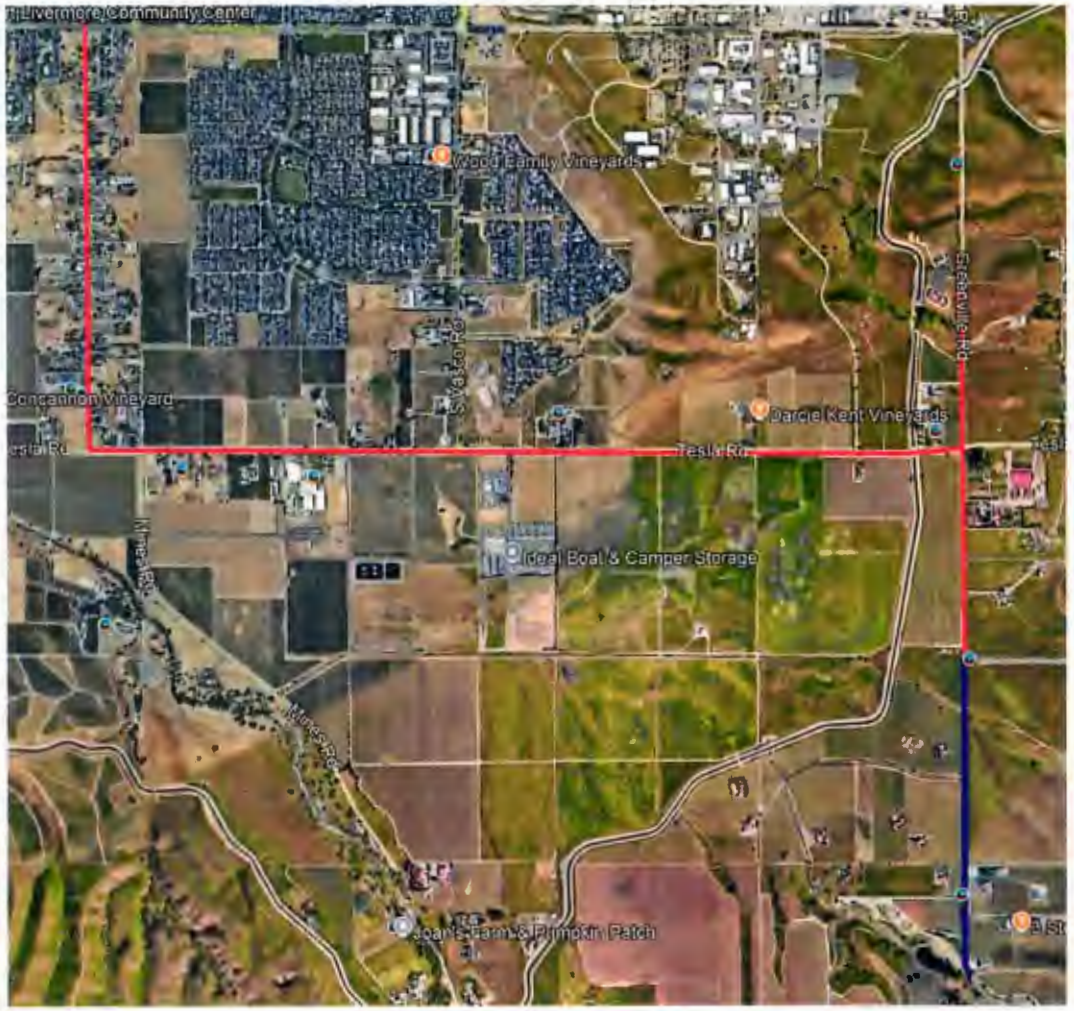
Attachments:
Exhibit A South Livermore Valley Map
Exhibit B Conceptual Project Alignment
Exhibit C-1 BOD Report Scope and Budget
Exhibit C-2 Project Management Scope and Budget

Exhibit A



Map Source: https://www.acgov.org/cda/planning/landuseprojects/documents/SLVAP_Boundary.pdf

Exhibit B – Project Location



Legend:
Red - City Proposed Alignment
Blue - County Addition to Proposed Alignment

CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT

SCOPE OF WORK
9/11/2025

The following scope describes all work anticipated to be provided by Carollo Engineers, Inc. (Carollo) during the Basis Of Design Phase of the Livermore Sewer Extension Project.

It is assumed that the project includes the following.

- Connecting to the existing 12-inch sewer in East Avenue at Buena Vista Avenue
- Extending south along Buena Vista Avenue
- Then east along Tesla Road to Greenville Road
- And then south along Greenville Road to the entrance of JMC Cellars.
- As a design alternate, the County has also requested consideration of extending the sewer north along Greenville Road from Tesla Road to the Martinelli Center.

Task 1.0 – Project Management and Meetings

Task 1.1 – Project Management: Consultant shall perform project management necessary to plan, execute, monitor, and report the project's progress to the City over an estimated 6-month period. Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during the billing period. Consultant shall maintain a Decision Log to track the impact of decisions made on design, consulting cost, construction cost, and project schedule.

Task 1.2 – Meetings: Consultant will attend and conduct the following meetings with the City:

- Kick-Off Meeting – Consultant will conduct a meeting to review the project goals, scope, schedule, deliverables, and information requests by Consultant. It is assumed that 4 Consultant team members will attend and the in-person meeting will be 2 hours in duration.
- PM Progress Meetings – Consultant will conduct 10 meetings to discuss overall work progress and the status of near-term efforts and requirements. It is assumed that 2 Consultant team members will attend and the virtual meetings will be one hour in duration.

For each meeting, Consultant will prepare meeting agenda, meeting presentation materials, and meeting minutes to document key discussion issues, action items, and decisions made.

Information and/or Services Provided by City for Task 1.0:

- Input at meetings.
- Responses to information requests.

Consultant Deliverables for Task 1.0:

- Updated project design schedule at each design deliverable milestone.
- Meeting agenda, presentation materials, and meeting minutes.
- Progress letter report with each monthly invoice.

Task 2.0 - Basis of Design

The Basis of Design phase will address several questions that will need to be solved prior to the start of design to set the project off on the right foot. Having answers to these questions will be necessary to avoid inefficiencies and rework during design and problems post construction.

These questions include but are not limited to the following:

- Evaluating the cost of connection vs continued operation of septic systems.
- Look for ways to make connecting to the new sewer more financially feasible for property owners (gravity vs grinder pump).
- Identifying when customers will connect.
- Define flows and loads.
- Identifying impacts to the City's WRP.
- Confirm extended sewer collection system routing and alignment.
- Select pipe sizes and material.

Task 2.1 – Utility Investigations: Consultant's Surveyor (LCC) will survey the proposed alignment. LCC will establish survey control, provide aerial survey, and conduct supplemental ground surveys and mapping. Work will also include locating and dipping existing septic tanks and clean outs. Existing utility research and right of way mapping have not been included in this scope but should be completed during preliminary design.

Consultant's Geotechnical Subconsultant (Crawford) will perform two geotechnical borings to a depth of 30-feet at the canal crossing location to validate the crossing method. Crawford will also provide information to assist in the BDR. Crawford will complete the following:

- Review available geologic and fault mapping;
- Review available groundwater data;
- Review existing geotechnical data including nearby Crawford sites;
- Review USDA Web Soil Survey;
- Prepare a Preliminary Geotechnical Memo (Desktop Study) including project and site description; soil and groundwater conditions; key geotechnical considerations; seismic consideration including liquefaction potential, fault rupture, seismic settlement; preliminary grading recommendations including use of onsite material for backfill, potential for dewatering, etc; boring logs; existing exploration locations; and geologic and fault map. The Memo will include a figure that shows the AP Zone and potential areas for liquefaction in the vicinity of the alignment.

2.1 Assumptions:

- 4 days are provided as an allowance for dipping existing septic tanks and this task will be completed in consecutive working days.
- The City or County will contact property owners and send notifications in advance, coordinating access to the private properties, as necessary for LCC to perform the survey.
- The City or County will have a representative on site and accompany LCC while on private property.
- Only readily accessible septic tanks will be surveyed.

Task 2.2 – BOD Workshops: Consultant will hold up to two, two-hour workshops to work through assumptions and present findings to the City. These workshops will be held as a hybrid meeting so necessary team members may attend. One of the workshops will be used to review the draft BODR.

Task 2.3 – Simulate Updated Flows and Loading: Consultant shall evaluate the anticipated impacts to the City's existing Water Reclamation Plant (WRP) treatment capacity. Hydraulic, biological, and solids loading will be estimated for the extended sewer collection system and compared to the existing capacities at the WRP. Potential mitigation measures and/or capacity improvements will be identified with estimated implementation costs. Information for this task will be taken from the HydroScience Report.

Task 2.4 – Cost Evaluations: Consultant shall estimate construction costs and the cost to operate and maintain the added infrastructure. Consultant shall prepare a spreadsheet model to estimate revenue from connection fees and monthly service charges for the various land uses likely to connect to the new sewer. Consultant shall prepare short, mid and long-range revenue forecasts and identify potential operating deficits. Operating costs evaluated will be evaluated for the pumpstation. It is assumed that routine maintenance costs will be provided by the city based on their existing sewer maintenance program. The City will also provide connection fee and usage rate information for the evaluation.

Consultant shall analyze and compare a deep gravity line alternative with a lift station alternative for the reach on Tesla Road near Vasco Road. Analysis shall include lifecycle cost estimates for each alternative (permitting, right of way, construction, operation, maintenance, rehabilitation and capital replacement costs). Discuss pros and cons of alternatives addressing issues such as new connections and ease of maintenance.

Task 2.5 – BODR: The BODR will summarize all findings under this task and provide recommendations on the following:

- Confirm extended sewer routing and alignment
- Discharges to the extended sewer collection system compared to ongoing use of septic systems and land application
- Sewer conveyance solely via gravity pipelines compared to use of a lift station
- Design criteria including pipe material, size, slope, connection type, and capacity
- Proposed lift station location and capacity of equipment

Information and/or Services Provided by City for Task 2.0:

- Provide the anticipated flows based on connection type. (Information will be from the HydroScience Report and confirmed by the City)
- Provide wastewater flows and loads information from the wineries if different than the HydroScience Report.
- Provide access to properties for survey of septic systems and clean outs.
- Input at meetings.
- Responses to information requests.

Consultant Deliverables for Task 2.0:

- Meeting agenda, presentation materials, and meeting minutes.
- Topographic survey of the proposed alignment and spot elevations for septic tanks.
- Two geotechnical bore hole bore logs for the canal crossing.
- Evaluate data provided by the City and present the findings.
- Hold up to two, two-hour workshops to work through assumptions and present findings to the City.
- Draft and Final BODR
    - Define design criteria.
    - List regulatory, permitting, and right of way requirements.

Assumptions

- Carollo will assist the City in making decisions but the information will generally need to be provided by the City. No testing or public information gathering has been included at this time.
- The project does not need a rate study and sewer rates will follow the current City rate schedule.
- No permit fees have been included in our budget and will be paid by the City or County.
- The City and County will assist in providing access to the Canal for survey of inverts.
- Schedule is subject to change based on availability at time of NTP

Task 3.0 – As-Directed Services

Upon request by the City, Carollo shall provide as-directed services to the City. A budget allowance of $59,906 has been included. Any use of this budget allowance shall require written authorization from the City that includes the scope of as-directed services and an agreed upon not-to-exceed limit. As-directed services could include the following:

- Payment of Fees, including permit fees
- Additional geotechnical and surveying services
- Attendance of meetings beyond those described above
- Public outreach
- Design related services

Preliminary Schedule

Survey	Four weeks from NTP
Geotechnical Boring	Six weeks from NTP
Preliminary Findings Workshop	Twelve weeks from NTP

CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

TASK	9/11/2025	SP	LPP	SP	LPP	SP	LPP
		QA/QC	Principal-in-Charge	Project Manager	Project Engineer	Senior Professional	Structural Engineer
	July 2025 - June 2026 Fee Schedule	$378	$299	$378	$350	$378	$350
	Column	1	2	3	4	6	7
TASK 1 - PROJECT MANAGEMENT							
1.1 Project Management		0	3	90	0	0	0
1.2 Meetings (Kickoff & 10 Meetings)		0	10	20	20	4	2
	Task 1 Total Hours	0	13	110	20	4	2
	Task 1 Total Budget	**$0**	**$3,887**	**$41,580**	**$7,000**	**$1,512**	**$700**
TASK 2 - Basis of Design							
2.1 Utility Investigations (Survey, Geotech, Utility Research)		0	0	4	8	0	0
2.2 BOD Workshops		0	10	20	40	10	0
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)		0	20	0	0	150	0
2.4 Cost Evaluations		0	0	20	60	5	0
2.5 BODR		5	0	40	80	20	0
	Task 2 Total Hours	5	30	84	188	185	0
	Task 2 Total Budget	**$1,890**	**$8,970**	**$31,752**	**$65,800**	**$69,930**	**$0**
TASK 3 - As-Directed Services							
3.1 As-Directed Services		5	40	40	40	40	5
	Task 3 Total Hours	5	40	40	40	40	5
	Task 3 Total Budget	**$1,890**	**$11,960**	**$15,120**	**$14,000**	**$15,120**	**$1,750**
	Tasks 1-3 Total Hours	**10**	**83**	**234**	**248**	**229**	**7**
	Tasks 1-3 Total Budget	**$3,780**	**$24,817**	**$88,452**	**$86,800**	**$86,562**	**$2,450**

CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

TASK	9/11/2025	SP	PP		LP	AP	ST
		EPIC Engineer	EPIC Engineer	Project Services	Civil Engineer	Staff Engineer	CAD Technician
	July 2025 - June 2026 Fee Schedule	$378	$324	$205	$299	$232	$239
	Column	8	9	11	12	13	14
TASK 1 - PROJECT MANAGEMENT							
1.1 Project Management		0	0	12	0	0	0
1.2 Meetings (Kickoff & 10 Meetings)		0	0	0	10	0	0
	Task 1 Total Hours	0	0	12	10	0	0
	Task 1 Total Budget	**$0**	**$0**	**$2,460**	**$2,990**	**$0**	**$0**
TASK 2 - Basis of Design							
2.1 Utility Investigations (Survey, Geotech, Utility Research)		0	0	0	24	0	30
2.2 BOD Workshops		10	0	0	50	0	0
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)		0	0	0	0	0	0
2.4 Cost Evaluations		0	0	0	50	0	0
2.5 BODR		30	20	0	200	36	100
	Task 2 Total Hours	40	20	0	324	36	130
	Task 2 Total Budget	**$15,120**	**$6,480**	**$0**	**$96,876**	**$8,352**	**$31,070**
TASK 3 - As-Directed Services							
3.1 As-Directed Services				0	0	0	0
	Task 3 Total Hours	0	0	0	0	0	0
	Task 3 Total Budget	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	Tasks 1-3 Total Hours	**40**	**20**	**12**	**334**	**36**	**130**
	Tasks 1-3 Total Budget	**$15,120**	**$6,480**	**$2,460**	**$99,866**	**$8,352**	**$31,070**

CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

9/11/2025	DP/C			SUBCONSULTANTS			OTHER DIRE
TASK	**Document Processing**			**Geotech**	**Survey**	**Subtotals**	**Sub-consultant Markup**
July 2025 - June 2026 Fee Schedule	**$166**						
Column	15	16	17	18	19	22	23
TASK 1 - PROJECT MANAGEMENT							
1.1 Project Management	0	105	$37,377	$0	$0	$0	$0
1.2 Meetings (Kickoff & 10 Meetings)	0	66	$22,752	$0	$0	$0	$0
Task 1 Total Hours	0	171					
Task 1 Total Budget	**$0**		**$60,129**	**$0**	**$0**	**$0**	**$0**
TASK 2 - Basis of Design							
2.1 Utility Investigations (Survey, Geotech, Utility Research)	0	66	$18,658	$27,099	$125,361	$152,460	$15,246
2.2 BOD Workshops	0	140	$47,060	$0	$0	$0	$0
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)	2	172	$63,012	$0	$0	$0	$0
2.4 Cost Evaluations	0	135	$45,400	$0	$0	$0	$0
2.5 BODR	10	541	$164,102	$0	$0	$0	$0
Task 2 Total Hours	12	1054					
Task 2 Total Budget	**$1,992**		**$338,232**	**$27,099**	**$125,361**	**$152,460**	**$15,246**
TASK 3 - As-Directed Services							
3.1 As-Directed Services	0	170	$59,840	$0	$0	$0	$0
Task 3 Total Hours	0	170					
Task 3 Total Budget	**$0**		**$59,840**	**$0**	**$0**	**$0**	**$0**
Tasks 1-3 Total Hours	**12**	**1395**					
Tasks 1-3 Total Budget	**$1,992**		**$458,201**	**$27,099**	**$125,361**	**$152,460**	**$15,246**

CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

9/11/2025 TASK July 2025 - June 2026 Fee Schedule	CT COSTS	COST SUMMARY	
	Travel $/mi	Total ODCs	Total Cost
Column	25	26	27
TASK 1 - PROJECT MANAGEMENT			
1.1 Project Management	$0	$0	$37,377
1.2 Meetings (Kickoff & 10 Meetings)	$1,744	$1,744	$24,496
Task 1 Total Hours			
Task 1 Total Budget	**$1,744**	**$1,744**	**$61,873**
TASK 2 - Basis of Design			
2.1 Utility Investigations (Survey, Geotech, Utility Research)	$412	$168,118	$186,776
2.2 BOD Workshops	$412	$412	$47,472
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)	$0	$0	$63,012
2.4 Cost Evaluations	$0	$0	$45,400
2.5 BODR	$0	$0	$164,102
Task 2 Total Hours			
Task 2 Total Budget	**$1,282**	**$168,988**	**$507,220**
TASK 3 - As-Directed Services			
3.1 As-Directed Services	$66	$66	$59,906
Task 3 Total Hours			
Task 3 Total Budget	**$66**	**$66**	**$59,906**
Tasks 1-3 Total Hours			
Tasks 1-3 Total Budget	**$3,092**	**$170,799**	**$629,000**

Exhibit C-2
Project Management Scope and Budget

- Coordinate all activities with County of Alameda staff as needed
- Prepare agreement with consultant to prepare BOD Report
- Seek City Council approval of consultant agreement
- Coordinate with consultant as needed
- Review consultant's deliverables
- Review and approve consultant's invoice for payment
- Coordinate with City of Livermore Finance Division to receive funding from County and to pay consultant's invoices
- Coordinate with various City of Livermore staff as needed
- Prepare quarterly progress updates
- Prepare final invoice and project accounting
- Prepare and issue RFP for design
- Review proposals and rank design consultants

Project Management Budget - $71,000

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH CAROLLO ENGINEERS, INC., IN AN AMOUNT NOT-TO-EXCEED $629,000 AND A TERM ENDING DECEMBER 31, 2026, TO PROVIDE ENGINEERING ANALYSIS AND PREPARE A BASIS OF DESIGN REPORT FOR THE SOUTH LIVERMORE VALLEY SEWER EXTENSION PROJECT WW202313

The City of Livermore approved a Cooperation Agreement with Alameda County to reimburse the City with up to $700,000 of County funding for project management and engineering services for the South Livermore Sewer Extension Project WW202313. Alameda County will consider the Cooperation Agreement at a future Board of Supervisors meeting.

To advance the project, a topographic survey, engineering analysis, and basis of design report are needed.

This professional services agreement with Carollo Engineers, Inc. will provide a topographic survey, engineering analysis and basis of design report for the project.

Project expenses, including payments for work covered by this professional services agreement with Carollo Engineers, Inc., will be eligible for reimbursement from Alameda County.

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

1. Authorizes, subject to Alameda County approving the Cooperation Agreement to provide funding, the City Manager to execute a Professional Services Agreement with Carollo Engineers, Inc., in amount not-to-exceed $629,000 and a term ending December 31, 2026, attached hereto as Exhibit A, to obtain topographic surveys, perform engineering analysis, and develop a basis of design report for the South Livermore Valley Sewer Extension Project WW202313; and

2. 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 October 27, 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 – Professional Services Agreement – Carollo

Docusign Envelope ID: BAE7085B-00E7-4B33-9250-C4D620DDA758

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20 , by and between the City of Livermore ("City"), a municipal corporation, and Carollo Engineers, Inc ("Consultant"), a(n) Delaware Corporation.

RECITALS

City requires professional services to provide land surveying, engineering analysis and prepare a basis of design report for the South Livermore Valley Sewer Extension Project WW202313.

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. **Retention as Consultant.** 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. Relationship of Parties – Independent Contractors.

(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.

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(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. Description of Services. Consultant shall provide the services described in the recitals and more particularly set forth in Exhibit A Scope of Work, which are collectively defined as "the Services" for the purposes of this Agreement.

4. Consultant's Responsibilities. Consultant, at its own cost and expense, shall:

(a) Coordinate the Services with Bob Vinn ("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;

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(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;

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(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 11/18/2025 and terminates upon the completion of the Services or 12/31/2026, 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 $629,000 ("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.

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(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.

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 selected by or otherwise acceptable to City, City, the County of Alameda, and each of their elected and appointed officials, officers, directors, employees, agents, and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability") of every nature arising out of or in connection with Consultant's 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 active negligence or willful misconduct of City or County of Alameda. 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.

(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.

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

12. Insurance. 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. Force Majeure; Service Delays. 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. Acceptance of Final Payment. Consultant's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

15. Acceptance of Work. 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.

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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.

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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. 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.

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(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.

29. 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: Bob Vinn City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 bgvinn@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Brian Avon Carollo Engineers, Inc 2795 Mitchell Drive Walnut Creek, CA, 94598 United States
Email:	bavon@carollo.com

30. 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.

31. 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.

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32. 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.

33. 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.

34. 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.

35. 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

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In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date 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:**

Signed by:
Rick Chan
38AE2D73DB5240A...

10/6/2025 | 3:24 PM PDT

Rick Chan
Senior Vice President

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F857157042...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A6F7D343B68A748A...

Risk Manager/Analyst

Exhibits:

Exhibit A – *Scope of Work*
Exhibit B – *Fee Schedule*
Exhibit C – *Insurance Requirements*

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CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT

SCOPE OF WORK
9/11/2025

The following scope describes all work anticipated to be provided by Carollo Engineers, Inc. (Carollo) during the Basis Of Design Phase of the Livermore Sewer Extension Project.

It is assumed that the project includes the following.

- Connecting to the existing 12-inch sewer in East Avenue at Buena Vista Avenue
- Extending south along Buena Vista Avenue
- Then east along Tesla Road to Greenville Road
- And then south along Greenville Road to the entrance of JMC Cellars.
- As a design alternate, the County has also requested consideration of extending the sewer north along Greenville Road from Tesla Road to the Martinelli Center.

Task 1.0 – Project Management and Meetings

Task 1.1 – Project Management: Consultant shall perform project management necessary to plan, execute, monitor, and report the project's progress to the City over an estimated 6-month period. Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during the billing period. Consultant shall maintain a Decision Log to track the impact of decisions made on design, consulting cost, construction cost, and project schedule.

Task 1.2 – Meetings: Consultant will attend and conduct the following meetings with the City:

- Kick-Off Meeting – Consultant will conduct a meeting to review the project goals, scope, schedule, deliverables, and information requests by Consultant. It is assumed that 4 Consultant team members will attend and the in-person meeting will be 2 hours in duration.
- PM Progress Meetings – Consultant will conduct 10 meetings to discuss overall work progress and the status of near-term efforts and requirements. It is assumed that 2 Consultant team members will attend and the virtual meetings will be one hour in duration.

For each meeting, Consultant will prepare meeting agenda, meeting presentation materials, and meeting minutes to document key discussion issues, action items, and decisions made.

Information and/or Services Provided by City for Task 1.0:

- Input at meetings.
- Responses to information requests.

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Consultant Deliverables for Task 1.0:

- Updated project design schedule at each design deliverable milestone.
- Meeting agenda, presentation materials, and meeting minutes.
- Progress letter report with each monthly invoice.

Task 2.0 - Basis of Design

The Basis of Design phase will address several questions that will need to be solved prior to the start of design to set the project off on the right foot. Having answers to these questions will be necessary to avoid inefficiencies and rework during design and problems post construction.

These questions include but are not limited to the following:

- Evaluating the cost of connection vs continued operation of septic systems.
- Look for ways to make connecting to the new sewer more financially feasible for property owners (gravity vs grinder pump).
- Identifying when customers will connect.
- Define flows and loads.
- Identifying impacts to the City's WRP.
- Confirm extended sewer collection system routing and alignment.
- Select pipe sizes and material.

Task 2.1 – Utility Investigations: Consultant's Surveyor (LCC) will survey the proposed alignment. LCC will establish survey control, provide aerial survey, and conduct supplemental ground surveys and mapping. Work will also include locating and dipping existing septic tanks and clean outs. Existing utility research and right of way mapping have not been included in this scope but should be completed during preliminary design.

Consultant's Geotechnical Subconsultant (Crawford) will perform two geotechnical borings to a depth of 30-feet at the canal crossing location to validate the crossing method. Crawford will also provide information to assist in the BDR. Crawford will complete the following:

- Review available geologic and fault mapping;
- Review available groundwater data;
- Review existing geotechnical data including nearby Crawford sites;
- Review USDA Web Soil Survey;
- Prepare a Preliminary Geotechnical Memo (Desktop Study) including project and site description; soil and groundwater conditions; key geotechnical considerations; seismic consideration including liquefaction potential, fault rupture, seismic settlement; preliminary grading recommendations including use of onsite material for backfill, potential for dewatering, etc; boring logs; existing exploration locations; and geologic and fault map. The Memo will include a figure that shows the AP Zone and potential areas for liquefaction in the vicinity of the alignment.

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2.1 Assumptions:

- 4 days are provided as an allowance for dipping existing septic tanks and this task will be completed in consecutive working days.
- The City or County will contact property owners and send notifications in advance, coordinating access to the private properties, as necessary for LCC to perform the survey.
- The City or County will have a representative on site and accompany LCC while on private property.
- Only readily accessible septic tanks will be surveyed.

Task 2.2 – BOD Workshops: Consultant will hold up to two, two-hour workshops to work through assumptions and present findings to the City. These workshops will be held as a hybrid meeting so necessary team members may attend. One of the workshops will be used to review the draft BODR.

Task 2.3 – Simulate Updated Flows and Loading: Consultant shall evaluate the anticipated impacts to the City's existing Water Reclamation Plant (WRP) treatment capacity. Hydraulic, biological, and solids loading will be estimated for the extended sewer collection system and compared to the existing capacities at the WRP. Potential mitigation measures and/or capacity improvements will be identified with estimated implementation costs. Information for this task will be taken from the HydroScience Report.

Task 2.4 – Cost Evaluations: Consultant shall estimate construction costs and the cost to operate and maintain the added infrastructure. Consultant shall prepare a spreadsheet model to estimate revenue from connection fees and monthly service charges for the various land uses likely to connect to the new sewer. Consultant shall prepare short, mid and long-range revenue forecasts and identify potential operating deficits. Operating costs evaluated will be evaluated for the pumpstation. It is assumed that routine maintenance costs will be provided by the city based on their existing sewer maintenance program. The City will also provide connection fee and usage rate information for the evaluation.

Consultant shall analyze and compare a deep gravity line alternative with a lift station alternative for the reach on Tesla Road near Vasco Road. Analysis shall include lifecycle cost estimates for each alternative (permitting, right of way, construction, operation, maintenance, rehabilitation and capital replacement costs). Discuss pros and cons of alternatives addressing issues such as new connections and ease of maintenance.

Task 2.5 – BODR: The BODR will summarize all findings under this task and provide recommendations on the following:

- Confirm extended sewer routing and alignment
- Discharges to the extended sewer collection system compared to ongoing use of septic systems and land application
- Sewer conveyance solely via gravity pipelines compared to use of a lift station
- Design criteria including pipe material, size, slope, connection type, and capacity
- Proposed lift station location and capacity of equipment

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Information and/or Services Provided by City for Task 2.0:

- Provide the anticipated flows based on connection type. (Information will be from the HydroScience Report and confirmed by the City)
- Provide wastewater flows and loads information from the wineries if different than the HydroScience Report.
- Provide access to properties for survey of septic systems and clean outs.
- Input at meetings.
- Responses to information requests.

Consultant Deliverables for Task 2.0:

- Meeting agenda, presentation materials, and meeting minutes.
- Topographic survey of the proposed alignment and spot elevations for septic tanks.
- Two geotechnical bore hole bore logs for the canal crossing.
- Evaluate data provided by the City and present the findings.
- Hold up to two, two-hour workshops to work through assumptions and present findings to the City.
- Draft and Final BODR
    - Define design criteria.
    - List regulatory, permitting, and right of way requirements.

Assumptions

- Carollo will assist the City in making decisions but the information will generally need to be provided by the City. No testing or public information gathering has been included at this time.
- The project does not need a rate study and sewer rates will follow the current City rate schedule.
- No permit fees have been included in our budget and will be paid by the City or County.
- The City and County will assist in providing access to the Canal for survey of inverts.
- Schedule is subject to change based on availability at time of NTP

Task 3.0 – As-Directed Services

Upon request by the City, Carollo shall provide as-directed services to the City. A budget allowance of $59,906 has been included. Any use of this budget allowance shall require written authorization from the City that includes the scope of as-directed services and an agreed upon not-to-exceed limit. As-directed services could include the following:

- Payment of Fees, including permit fees
- Additional geotechnical and surveying services
- Attendance of meetings beyond those described above
- Public outreach
- Design related services

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Preliminary Schedule

Survey	Four weeks from NTP
Geotechnical Boring	Six weeks from NTP
Preliminary Findings Workshop	Twelve weeks from NTP

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EXHIBIT B
FEE SCHEDULE

The Consultant 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 Consultant shall be paid on this Agreement is $629,000 hereafter the Not to Exceed amount. The Not to Exceed amount includes all paymentsto 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 Consultant. 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 documentssubmitted by the Consultant 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. Consultant shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary, and actually incurred, by the Consultant 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 Consultant at actual costs with no markup added to the actual cost.

3. Travel expenses shall be reimbursed at actual costs with no markup addedto the actual cost.

C. The Consultant shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Consultant based on invoices for acceptable work performed and approved until the Not to Exceed amount is reached. Thereafter, Consultant 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.

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D. If work is completed before the Not to Exceed amount is reached, the Consultant's compensation will be based on the Consultant'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 $629,000 to be billed by the consultant on a monthly, based on the hourly rates as the attached table:

3. **Invoices.** Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit. Invoices shall be submitted to the address below:

City of Livermore
Community Development/Engineering
Attention: Bob Vinn
1052 South Livermore Avenue
Livermore, CA 94550
bgvinn@livermoreca.gov
Engineering@livermoreca.gov

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CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

TASK	9/11/2025	SP QA/QC	LPP Principal-in-Charge	SP Project Manager	LPP Project Engineer	SP Senior Professional	LPP Structural Engineer
	July 2025 - June 2026 Fee Schedule	$378	$299	$378	$350	$378	$350
	Column	1	2	3	4	6	7
TASK 1 - PROJECT MANAGEMENT							
1.1 Project Management		0	3	90	0	0	0
1.2 Meetings (Kickoff & 10 Meetings)		0	10	20	20	4	2
	Task 1 Total Hours	0	13	110	20	4	2
	Task 1 Total Budget	**$0**	**$3,887**	**$41,580**	**$7,000**	**$1,512**	**$700**
TASK 2 - Basis of Design							
2.1 Utility Investigations (Survey, Geotech, Utility Research)		0	0	4	8	0	0
2.2 BOD Workshops		0	10	20	40	10	0
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)		0	20	0	0	150	0
2.4 Cost Evaluations		0	0	20	60	5	0
2.5 BODR		5	0	40	80	20	0
	Task 2 Total Hours	5	30	84	188	185	0
	Task 2 Total Budget	**$1,890**	**$8,970**	**$31,752**	**$65,800**	**$69,930**	**$0**
TASK 3 - As-Directed Services							
3.1 As-Directed Services		5	40	40	40	40	5
	Task 3 Total Hours	5	40	40	40	40	5
	Task 3 Total Budget	**$1,890**	**$11,960**	**$15,120**	**$14,000**	**$15,120**	**$1,750**
	Tasks 1-3 Total Hours	**10**	**83**	**234**	**248**	**229**	**7**
	Tasks 1-3 Total Budget	**$3,780**	**$24,817**	**$88,452**	**$86,800**	**$86,562**	**$2,450**

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EXHIBIT A

CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

TASK	9/11/2025	SP	PP		LP	AP	ST
		EPIC Engineer	EPIC Engineer	Project Services	Civil Engineer	Staff Engineer	CAD Technician
	July 2025 - June 2026 Fee Schedule	$378	$324	$205	$299	$232	$239
	Column	8	9	11	12	13	14
TASK 1 - PROJECT MANAGEMENT							
1.1 Project Management		0	0	12	0	0	0
1.2 Meetings (Kickoff & 10 Meetings)		0	0	0	10	0	0
	Task 1 Total Hours	0	0	12	10	0	0
	Task 1 Total Budget	**$0**	**$0**	**$2,460**	**$2,990**	**$0**	**$0**
TASK 2 - Basis of Design							
2.1 Utility Investigations (Survey, Geotech, Utility Research)		0	0	0	24	0	30
2.2 BOD Workshops		10	0	0	50	0	0
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)		0	0	0	0	0	0
2.4 Cost Evaluations		0	0	0	50	0	0
2.5 BODR		30	20	0	200	36	100
	Task 2 Total Hours	40	20	0	324	36	130
	Task 2 Total Budget	**$15,120**	**$6,480**	**$0**	**$96,876**	**$8,352**	**$31,070**
TASK 3 - As-Directed Services							
3.1 As-Directed Services				0	0	0	0
	Task 3 Total Hours	0	0	0	0	0	0
	Task 3 Total Budget	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	Tasks 1-3 Total Hours	**40**	**20**	**12**	**334**	**36**	**130**
	Tasks 1-3 Total Budget	**$15,120**	**$6,480**	**$2,460**	**$99,866**	**$8,352**	**$31,070**

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CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

TASK	9/11/2025	DP/C			SUBCONSULTANTS			OTHER DIRE
		Document Processing			Geotech	Survey	Subtotals	Sub-consultant Markup
	July 2025 - June 2026 Fee Schedule	$166						
	Column	15	16	17	18	19	22	23
TASK 1 - PROJECT MANAGEMENT								
1.1 Project Management		0	105	$37,377	$0	$0	$0	$0
1.2 Meetings (Kickoff & 10 Meetings)		0	66	$22,752	$0	$0	$0	$0
	Task 1 Total Hours	0	171					
	Task 1 Total Budget	**$0**		**$60,129**	**$0**	**$0**	**$0**	**$0**
TASK 2 - Basis of Design								
2.1 Utility Investigations (Survey, Geotech, Utility Research)		0	66	$18,658	$27,099	$125,361	$152,460	$15,246
2.2 BOD Workshops		0	140	$47,060	$0	$0	$0	$0
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)		2	172	$63,012	$0	$0	$0	$0
2.4 Cost Evaluations		0	135	$45,400	$0	$0	$0	$0
2.5 BODR		10	541	$164,102	$0	$0	$0	$0
	Task 2 Total Hours	12	1054					
	Task 2 Total Budget	**$1,992**		**$338,232**	**$27,099**	**$125,361**	**$152,460**	**$15,246**
TASK 3 - As-Directed Services								
3.1 As-Directed Services		0	170	$59,840	$0	$0	$0	$0
	Task 3 Total Hours	0	170					
	Task 3 Total Budget	**$0**		**$59,840**	**$0**	**$0**	**$0**	**$0**
	Tasks 1-3 Total Hours	**12**	**1395**					
	Tasks 1-3 Total Budget	**$1,992**		**$458,201**	**$27,099**	**$125,361**	**$152,460**	**$15,246**

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CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

9/11/2025 TASK July 2025 - June 2026 Fee Schedule	CT COSTS Travel $/mi	COST SUMMARY Total ODCs	 Total Cost
Column	25	26	27
TASK 1 - PROJECT MANAGEMENT			
1.1 Project Management	$0	$0	$37,377
1.2 Meetings (Kickoff & 10 Meetings)	$1,744	$1,744	$24,496
Task 1 Total Hours			
Task 1 Total Budget	**$1,744**	**$1,744**	**$61,873**
TASK 2 - Basis of Design			
2.1 Utility Investigations (Survey, Geotech, Utility Research)	$412	$168,118	$186,776
2.2 BOD Workshops	$412	$412	$47,472
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)	$0	$0	$63,012
2.4 Cost Evaluations	$0	$0	$45,400
2.5 BODR	$0	$0	$164,102
Task 2 Total Hours			
Task 2 Total Budget	**$1,282**	**$168,988**	**$507,220**
TASK 3 - As-Directed Services			
3.1 As-Directed Services	$66	$66	$59,906
Task 3 Total Hours			
Task 3 Total Budget	**$66**	**$66**	**$59,906**
Tasks 1-3 Total Hours			
Tasks 1-3 Total Budget	**$3,092**	**$170,799**	**$629,000**

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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:
   $2,000,000 per claim.
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

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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. 6.5**

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution accepting the FY 2024-25 Year-End Budget Report, allocating the General Fund Surplus for various purposes, allocating surplus member contributions to Livermore-Pleasanton Fire Department (LPFD), appropriating additional budget to those funds that ended FY 2024-25 with expenditures in excess of budget, and appropriating additional budget in FY 2025-26

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution accepting the FY 2024-25 Year End Budget Report, allocating excess General Fund monies for various purposes, allocating surplus member contributions to the Livermore-Pleasanton Fire Department (LPFD) Workers Compensation Fund, appropriating additional budget to those funds that ended FY 2024-25 with expenditures in excess of budget, and approving supplemental appropriations in four funds for FY 2025-26 expenses.

DECISION TYPE

Administrative

SUMMARY

The report summarizes the unaudited actual results of the financial activities from FY 2024-25, and details carryover of previously appropriated but unspent funds, and allocating excess General Fund resources to City's asset replacement and repair reserves as well as Internal Service Funds reserves for operations, Livermore-Pleasanton Fire Department (LPFD) workers compensation fund reserves. The report also recommends approval of other supplemental appropriations for FY 2025-26 expenditures.

DISCUSSION

The year-end budget report for Fiscal Year 2024-25 is attached as Exhibit A to the resolution. The combined unaudited General Fund balance is $58.0 million. Of that, $44.3 million are the operating reserves equal to 30% of operating expenses consistent with the City’s General Fund Reserve Policy. As described in more detail in Exhibit A, staff recommends allocating the FY 2024-25 General Fund surplus

of $8.1 million to various purposes including various operating and capital reserves. Staff requests allocating excess member contributions to Livermore Pleasanton Fire Department to be contributed to the LPFD Worker's Compensation Fund reserves ($644,628). Staff further requests supplemental budget appropriations of $682,246 from various funds to cover FY 2024-25 budget shortfalls. These allocations occur before the final audit to incorporate the allocations into the City's balance sheet and Annual Comprehensive Financial Report (ACFR). Historically, the ending balances have not materially changed as a result of the audit. Finally, staff requests supplemental appropriations from four funds for FY 2025-26 expenditures totaling $571,001.

As noted above, this information is unaudited. The audited information will be included in the City's ACFR and will be presented to the City Council once the City's independent auditor has issued its opinion on the ACFR, which is expected to happen by December 31, 2025. If there are any differences in the financial information presented in this report and the ACFR because of the audit, those changes will be highlighted at the time the ACFR is presented to the Council for acceptance.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no direct fiscal impact in accepting the Year-end Budget Report for the year ended June 30, 2025. As described in Exhibit A, staff is recommending allocating $8.1 million of the General Fund surplus to various purposes, allocating excess member contributions to LPFD workers comp funds ($644,628), recommending supplemental budget appropriations of $682,246 to cover FY 2024-25 budget shortfalls and finally approve a supplemental appropriation of $571,001 across four funds for FY 2025-26 expenses.

COMMUNITY PILLAR

5: A City that Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Resolution
2. Exhibit A - FY 2024-25 Year-End Budget Report

Prepared by: Erik Peterson
Finance 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 ACCEPTING THE FISCAL YEAR 2024-25 YEAR-END BUDGET REPORT, ALLOCATING THE GENERAL FUND SURPLUS FOR VARIOUS PURPOSES, ALLOCATING SURPLUS MEMBER CONTRIBUTIONS TO LIVERMORE PLEASANTON FIRE DEPARTMENT, APPRORPIATING ADDITIONAL BUDGET TO THOSE FUNDS THAT ENDED FISCAL YEAR 2024-25 WITH EXPENDITURES IN EXCESS OF BUDGET, AND APPROPRIATING ADDITIONAL BUDGET IN FISCAL YEAR 2025-26

The Administrative Services Department's Finance Division prepared and submitted to the City Council for its review the year-end budget report for Fiscal Year 2024-25, attached hereto as Exhibit A.

The attached report states that the General Fund FY 2024-25 year-end surplus is estimated to be $8.1 million. Staff recommends allocating the estimated surplus as shown in Table 1 below.

Table 1. Summary of Allocations of FY 2024-25 General Fund Surplus

FY 2025-26 Appropriations	Amount
Contractual Services:	
Carryforward Contract Encumbrances	$1,533,088
Additional Human Services Grants Funding	200,000
One-time Network Upgrade (IT Fund)	250,000
Total FY 2025-26 Contractual Services Appropriations	**$1,983,088**
Allocations to Reserves:	
Facility Maintenance Reserves	$600,000
Information Technology Reserves	600,000
Fleet Replacement Reserves	600,000
Capital Improvement Program Reserves	1,925,589
Unallocated Reserves for Future Operating Reserve Requirements	2,357,327
Total Allocations to Reserves	**$6,082,916**
Total Allocations	**$8,066,004**
Total Estimated Surplus:	**$8,066,004**

The attached report also shows surplus contributions to Livermore Pleasanton Fire Department (LPFD) of $644,628. Staff recommends allocating $644,628 to LPFD Worker's comp fund as shown in table 2 below.

Table 2: Surplus Contributions to LPFD

	FY 2024-25		
	City of Pleasanton	City of Livermore	Total Contributions
Workers Comp Reserves	$322,314	$322,314	$644,628
Total Use of Surplus Contributions:	**$322,314**	**$322,314**	**$644,628**

The attached report also shows other funds that have expenditures in excess of budget as shown in Table 3 below for which staff is recommending an appropriation of budget in the amount of $682,246 disbursed over the three funds listed.

Table 3. Appropriations to Cover Expenditures Over Budget

		FY 2024-25		
Fund	Fund Name	Amended Budget	Unaudited Actual Expenses	Expended over Budget
282	Host Community Impact Fee	$587,735	$613,823	($26,088)
283	City Street Sweeping Fee	529,186	537,577	(8,391)
311	Other LMD	2,832,395	3,480,162	(647,767)
	Totals:	**$3,949,316**	**$4,631,562**	**($682,246)**

Finally, the attached report includes the following four funds requesting supplemental appropriations necessary in FY 2025-26 as shown in Table 4 shown below.

Table 4. Appropriations requested for FY 2025-26

		FY 2025-26
Fund	Fund Name	Supplemental Appropriation
600	Airport	$300,000
620	Wastewater	79,538
640	Water	55,962
700	General Liability	135,501
	Total:	**$571,001**

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

1. The Fiscal Year 2024-25 year-end Budget Report, attached hereto as Exhibit A, is accepted.

2. The General Fund surplus, which is anticipated to be approximately $8.1 million, be allocated as shown in Table 1 below:

Table 1. Summary of Allocations of FY 2024-25 General Fund Surplus

FY 2025-26 Appropriations	Amount
Contractual Services:	
Carryforward Contract Encumbrances	$1,533,088
Additional Human Services Grants Funding	200,000
One-time Network Upgrade (IT Fund)	250,000
Total FY 2025-26 Contractual Services Appropriations	**$1,983,088**
Allocations to Reserves:	
Facility Maintenance Reserves	$600,000
Information Technology Reserves	600,000
Fleet Replacement Reserves	600,000
Capital Improvement Program Reserves	1,925,589
Unallocated Reserves for Future Operating Reserve Requirements	2,357,327
Total Allocations to Reserves	**$6,082,916**
Total Allocations	**$8,066,004**
Total Estimated Surplus:	**$8,066,004**

3. The surplus contributions by City of Livermore to Livermore Pleasanton Fire Department (LPFD) of $644,628 be allocated to LPFD Worker's Comp Fund as shown in table 2 below and

Table 2: Surplus Contributions to LPFD

	FY 2024-25		
	City of Pleasanton	**City of Livermore**	**Total Contributions**
Workers Comp Reserves	$322,314	$322,314	$644,628
Total Use of Surplus Contributions:	**$322,314**	**$322,314**	**$644,628**

4. Funds in Table 3 below receive supplemental appropriations of $682,246 to cover expenditures that are over budget and

Table 3. Appropriations to Cover Expenditures Over Budget

		FY 2024-25		
Fund	Fund Name	Amended Budget	Unaudited Actual Expenses	Expended over Budget
282	Host Community Impact Fee	$587,735	$613,823	($26,088)
283	City Street Sweeping Fee	529,186	537,577	(8,391)
311	Other LMD	2,832,395	3,480,162	(647,767)
	Totals:	**$3,949,316**	**$4,631,562**	**($682,246)**

5. Funds in Table 4 below receive supplemental appropriations for spending in FY 2025-26.

Table 4. Appropriations requested for FY 2025-26

		FY 2025-26
Fund	Fund Name	Supplemental Appropriation
600	Airport	$300,000
620	Wastewater	79,538
640	Water	55,962
700	General Liability	135,501
	Total:	**$571,001**

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 27, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – FY 2024-25 Year End Budget Report

City of Livermore
FY 2024-25 Year End Budget Report

SUMMARY

This report presents the results of operations from the FY 2024-25 Budget (Budget) and recommends allocations of the General Fund surplus as well as other budget adjustments. This information is unaudited. The audited information will be included in the City's Annual Comprehensive Financial Report (ACFR) and will be presented to the City Council once the City's independent auditor has issued its opinion on the ACFR, which is expected to happen by December 31, 2025. If there are any differences in the financial information presented in this report and the ACFR, those changes will be highlighted at the time the ACFR is presented to the Council for acceptance.

FINANCIAL STATEMENT

Staff's recommendations include ratification of Council's actions since the last approved budget adjustment (on June 9, 2025), allocating the General Fund surplus to various purposes as outlined in this report, increasing appropriations in various funds to cover shortfalls, and appropriating funding in the FY 2025-26 budget for a couple of items that were not included in the original FY 2025-26 budget. The combined unaudited General Fund balance is $58.0 million. Of that, $44.3 million are the operating reserves equal to 30% of budgeted operating expenses consistent with the City's General Fund Reserve Policy. In addition, as described in more detail below, staff is recommending allocating the $8.1 million FY 2024-25 General Fund operating surplus to future purposes identified in Table 2. These allocations occur before the final audit to incorporate the amounts and purpose into the City's balance sheet and ACFR. Historically, the ending balances have not materially changed because of the audit.

BACKGROUND

The year-end financial report (Report) summarizes the actual results of FY 2024-25 financial activities and details changes in reserves. The City's Annual Comprehensive Financial Report (ACFR) is still in progress; therefore, the financial information included in this Report is based on unaudited figures. The audited information will be included in the ACFR once the City's independent auditor has issued its opinion. Any changes to the information presented in this Report because of the audit will be brought to the City Council at that time.

DISCUSSION

The following discussion addresses the General Fund followed by a summary of all other funds.

General Fund

As shown in Table 1, FY 2024-25 actual revenues were greater than the budget by $3.1 million or 2%. Transfers in/out (net transfers) were $511.7 thousand or 2.9% greater than the projected budget and operating expenditures were $5.5 million or 3.9% less than the projected budget. Overall, inflows of cash exceeded outflows of cash by $8.1 million. The net result is an operating surplus of $8.1 million. A detailed explanation of these variances is included in Tables 2, 3, 4 and 5 in this Report.

Table 1. General Fund Revised Budget to Actual
Revenues, Expenditures, and Transfers

General Fund	FY 2024-25 Revised Budget	FY 2024-25 Unaudited Actual	FY 2024-25 Variance
Revenues	$148,800,148	$151,882,919	$3,082,771
Use of Fund Balance for Carryforward Contracts and one-time Police Wage Increase	2,484,100	2,484,100	
Use of FY 2023-24 Surplus	10,081,678	10,081,678	
OPEB Trust withdrawl	419,000	419,000	
Net Transfers	(17,788,421)	(18,300,168)	(511,747)
Operating Expenditures	($141,132,420)	($135,637,440)	5,494,980
Operating Surplus (Deficit)	**$2,864,085**	**$10,930,089**	**$8,066,004**
Addition to Operating Reserves	**($2,864,085)**	**($2,864,085)**	
Total	**$0**	**$8,066,004**	**$8,066,004**

Estimated General Fund Surplus: Table 1 above shows the sources and uses for the General Fund. At the end of FY 2024-25, the unaudited numbers show an estimated surplus of approximately $8.1 million - actual revenues less expenses.

As described in Table 2 below, staff is recommending allocating the anticipated surplus of $8.1 million to various contractual services ($2.0 million), various internal services funds ($1.8 million), the Capital Improvement Program (CIP) Reserve to be available for future capital projects ($1.9 million), and the Unallocated Reserves for future operating reserve requirements ($2.4 million). The $2.0 million for contractual services includes (1) carryforward contract encumbrances ($1.5 million), (2) additional contribution for Human Services grants ($100,000) for each year of the FY 2025-27 two-year budget, and (3) a one-time citywide network upgrade in the Information Technology Fund ($250,000).

Table 2. Summary of Allocations of FY 2024-25 General Fund Surplus

FY 2025-26 Appropriations	Amount
Contractual Services:	
Carryforward Contract Encumbrances	$1,533,088
Additional Human Services Grants Funding	200,000
One-time Network Upgrade (IT Fund)	250,000
Total FY 2025-26 Contractual Services Appropriations	**$1,983,088**
Allocations to Reserves:	
Facility Maintenance Reserves	$600,000
Information Technology Reserves	600,000
Fleet Replacement Reserves	600,000
Capital Improvement Program Reserves	1,925,589
Unallocated Reserves for Future Operating Reserve Requirements	2,357,327
Total Allocations to Reserves	**$6,082,916**
Total Allocations	**$8,066,004**
Total Estimated Surplus:	**$8,066,004**

General Fund Revenues: As described in Table 3 below, General Fund actual revenues were greater than the amended budget by $3.1 million or 2.1%. Table 3 presents the major revenue categories with a comparison of the projected budget versus actual revenues and the variance between the two. The following describes the significant variances.

Property Tax revenues are the General Fund's largest revenue source, accounting for approximately 39.9% of total actual revenues. In FY 2024-25 actual property tax collections including all categories of property related taxes were $106,252 greater than the projected amount of $60.6 million.

Sales and Use Tax revenue is the General Fund's second largest revenue source, accounting for approximately 25.7% of the total actual revenues. FY 2024-25 actual sales and use tax revenue was $3.5 million or 8.2% less than projected amount of $42.6 million due to relatively reduced sales tax receipts compared to FY 2023-24. The shortfall is due to (1) Costco's new store opening in Pleasanton drawing sales from Livermore (2) fluctuations in Gillig's sales (3) high interest rates tampering larger purchases such as vehicles, and (4) reduced confidence in the economy.

Business License Tax revenue decreased by $623,915 from the budget of $10.5 million likely due to reduced compliance efforts. In FY 2023-24 the City entered a new contract with Neumo (previously called Avenu Insights & Analytics) to handle the City's business license renewals processing and compliance research. The initial year and transition happened extremely quick due to timing of the contract and renewal schedule. The second season of renewals occurred in

FY 2024-25 which Neumo was mainly focused on business license renewals. Neumo is now beginning their compliance review to ensure all businesses in Livermore pay their respective business license tax. Approximately 800 businesses have been identified in this process. As such, City staff anticipates an increase in compliance and related revenues in FY 2025-26.

Other Taxes revenue category increased by $1.2 million, driven by three main areas:

- Real property transfer tax was $529,125 or 40.7% less than budget. This tax is collected when properties transfer ownership such as selling a home. The ongoing higher interest rates throughout FY 2024-25 likely slowed property sales.
- Hotel Occupancy Tax revenue was short by $889,726 or 20.1%. Staff is planning on conducting an audit on the TOT revenue in the next year to ensure compliance.
- Industrial Construction Tax and Residential Construction tax together exceeded the budget by $2.6 million or 4.2% due to increase in construction permits which more than offset the reductions in the other two areas.

Licenses and Permits revenue increased by $3.5 million or 82.7% due to increased revenue from various permits, including building ($1.4 million), fire ($907,168), hazmat ($700,980) and use and variance permits ($314,304) related to increased construction in Livermore.

Charges for Current Services increased by $1.2 million due to an increase in Engineering Inspection and Filing fees as well as Plan Check fees as development continues throughout the City.

Table 3. General Fund Revenues - Revised Budget vs. Actual

	FY 2024-25		
General Fund	**Revised Budget**	**Unaudited Actual**	**Variance**
Property Taxes	$60,621,418	$60,727,670	$106,252
Sales & Use Taxes	42,593,316	39,115,789	(3,477,527)
Franchise Taxes	6,575,000	6,674,151	99,151
Business License Taxes	10,500,000	9,876,085	(623,915)
Other Taxes	6,979,312	8,144,434	1,165,122
Licenses & Permits	4,259,000	7,781,679	3,522,679
Fines & Forfeitures	387,000	483,035	96,035
Use of Money and Property	7,237,501	7,880,689	643,188
Intergovernmental Revenue	3,833,548	4,165,847	332,299
Charges for Current Services	4,973,153	6,189,740	1,216,587
Other Revenue	840,900	843,801	2,901
Total Operating Revenue	**$148,800,148**	**$151,882,919**	**$3,082,771**
Transfers In	$914,206	$518,610	(395,596)
Total All Revenue	**$149,714,354**	**$152,401,529**	**$2,687,175**

General Fund Expenditures. Actual General Fund operating expenditures were less than the projected budget by $5.5 million or -4.1%. Total expenditures, including transfers out, show an overall reduction of $5.4 million or -3.5%

Table 4 shows the major expenditure categories with a comparison of anticipated expenses from the amended budget to actual expenditures and the variance between the two. The following describes the significant variances.

Wages and Benefits expenses were less than the projected budget by $2.7 million or -3.6% due to attrition savings in FY 2024-25.

Services and Supplies were $2.8 million or 4.6% less than the projected budget. Contractual services were $1.2 million less than the projected budget across all General Fund programs. There were other savings in the following categories rounding out the remainder of the savings.

1. Supplies and Equipment expenses: $647,533, 22.2% savings
2. Miscellaneous Expenses: $578,386, 17.0% savings
3. Repair and Maintenance expenses: $405,662, 14.0% savings

Table 4. General Fund Expenditures - Revised Budget vs. Actual

	FY 2024-25		
Expenditure Categories	**Revised Budget**	**Unaudited Actual**	**Variance**
Wages and Benefits	$76,797,945	$74,125,283	($2,672,662)
Services and Supplies	64,260,845	61,433,277	(2,827,568)
Capital Outlay	73,630	78,880	5,250
Total Operating Expenditures	**$141,132,420**	**$135,637,440**	**($5,494,980)**
Transfers Out	18,702,627	18,818,778	116,151
Total all Expenditures	**$159,835,047**	**$154,456,218**	**($5,378,829)**

Transfer of Funds. As shown in Table 5, net transfers were $511,747 or 2.9% greater than the projected budget. The Downtown Revitalization Fee payments are recorded on the balance sheet and do not affect the budget. This year the City received a $69,526 payment for the Downtown Revitalization fund. The Library Foundation Grant did not occur as anticipated as staffing is currently directly charged to that grant. The transfer out to the Lighting and Landscaping Districts (LL&D) was also larger than expected due to additional contribution from the City to the Downtown LL&D as maximum allowable assessments have been levied against the parcels benefitting from the various improvements and expenses exceeded those assessments.

Table 5. Transfers In and Transfers Out - Revised Budget vs. Actual

Operating Transfers	FY 2024-25 Projected Budget	Actual	Variance
OPERATING TRANSFERS IN - From:			
Traffic Impact Fee	$75,000	$66,618	($8,382)
Maintenance District L&LD	270,000	312,430	42,430
CASP Cert & Training Fund	5,500	18,750	13,250
Gas Taxes	130,000	120,813	(9,187)
HHS - Federal Home Program	8,706	-	(8,706)
Downtown Revitalization[(1)]	400,000	-	(400,000)
Library Foundation Grant	25,000	-	(25,000)
OPERATING TRANSFERS OUT - To:			
Stormwater	(2,300,000)	(2,300,000)	-
2020 COPs Series B (Debt Service)	(3,885,000)	(3,875,462)	9,538
2022 COPs (Debt Service)	(2,590,000)	(2,577,798)	12,202
Horizons	(470,000)	(470,000)	-
Maintenance District L&LD	(210,000)	(336,007)	(126,007)
CIP Reserve	(4,125,627)	(4,125,627)	-
Airport	-	(11,884)	(11,884)
General Liability	(1,500,000)	(1,500,000)	-
Worker's Comp	(3,500,000)	(3,500,000)	-
Fleet	(122,000)	(122,000)	-
Net Transfers	**(17,788,421)**	**($18,300,168)**	**($511,747)**

Notes:

(1) Downtown Revitalization fee payments are a balance sheet transaction and do not affect the budget.

General Fund Balances and Allocations. Table 6 presents the proposed allocations to and changes in the General Fund Reserves. Actual Operating Reserves are $44.3 million or 30% of budgeted expenditures. The City's policy is to maintain General Fund reserves equal to 30% of operating expenses. The $8.1 million allocations to be used in FY 2025-26 are for various carryforward contractual services ($1.5 million), one-time appropriations ($450,000), Internal service fund reserves ($1.8 million), and an allocation to CIP Reserves ($2.4 million) previously identified in Table 2. The $2.7 million remaining unallocated reserve in FY 2024-25 after allocations will be available to cover reserve requirements in the FY 2025-26 and 2026-27 budget.

Table 6. General Fund Reserves FY 2024-25 Unaudited

Fund Balance Category	FY 2023-24 Actual	FY 2024-25 Revised Budget	FY 2024-25 Unaudited Actuals
Ending Total Fund Balance:	**$60,023,198**	**$50,036,505**	**$57,968,509**
Nonspendable:	**5,544,536**	**5,467,472**	**5,273,139**
Operating Reserves:			
Pension 115 Trust (Committed)	6,188,621	6,188,621	6,758,239
Catastrophic Reserve 15% (Committed)	14,493,394	15,950,692	15,381,074
Economic Reserve 13.5% (Assigned)	18,613,813	19,925,382	19,925,382
Cashflow Reserve 1.5% (Unassigned)	2,068,201	2,213,931	2,213,931
Subtotal Operating Reserves (30% of Operating Expenses and Debt Service)	**41,364,029**	**44,278,626**	**44,278,626**
Reserve for Carryforward Encumbrances and One-time allocations			**1,983,088**
Reserves for Future General Fund Operations			**2,357,327**
Estimated allocations for ISF and Capital Reserves			**3,725,589**
Remaining Unassigned Fund Balance	**$13,114,633**	**$290,407**	**$350,740**

General Fund Contributions to the Livermore Pleasanton Fire Department. The Livermore Pleasanton Fire Department (LPFD) budget had a net surplus of $644,628 associated with attrition savings, contractual services savings, and less equipment reserve expenses. The City funds LPFD through its Services and Supplies budget and has contributed the required contribution amount as budgeted.

Rather than receiving a refund on the excess contributions, staff from the member agencies, City of Pleasanton and City of Livermore, propose that each city use its respective $322,314 budget savings to increase reserves in the LPFD Workers Compensation fund to cover increased Claims Payable liabilities and be available to fund future Workers Compensation claims payments. See Table 7 below.

Table 7: Surplus Contributions to LPFD

	FY 2024-25		
	City of Pleasanton	**City of Livermore**	**Total Contributions**
Workers Comp Reserves	$322,314	$322,314	$644,628
Total Use of Surplus Contributions:	**$322,314**	**$322,314**	**$644,628**

The following tables include all the City's other funds in their respective categories. Fund balances are based on unaudited actual revenues and expenditures.

Enterprise Funds As described in Table 8 below, the City's Enterprise Operating Fund balance showed a reduction of $11.3 million over the year, which is mainly due to a change in capital project expense recording. Beginning in FY 2024-25, staff set up capital project funds to record CIP revenues and expenses separately from operating expenses in the City's new financial system. As a result, operating funds now transfer funding to CIP funds rather than including the capital project directly in the operating fund budget. Thus, unused capital project funding accumulates in the capital funds instead of the operating funds.

The following funds have significant variations.

The Airport Fund (F600) ended the year with a fund balance of approximately $1.1 million greater than projected. Revenues were greater than projected by approximately $265,549. Actual operating expenses came in $678,530 less than budgeted resulting in the higher than anticipated fund balance.

The Stormwater Fund (F610) ended the year with a fund balance of $3.5 million which is approximately $2.9 million less than projected. Actual revenues did not come in as planned with a $3.4 shortfall in revenue due to not receiving anticipated Federal funding. There were, however, expenditure savings of $943,267. This main driver of savings was in Wages and Benefits ($407,392) and Contractual Service ($427,844). The remaining savings were seen throughout the other expense categories.

The Wastewater Fund (F620) ended the year with a fund balance of $31.0 million which is relatively unchanged from the beginning of the year. Revenues came in higher than expected by $1.4 million and expenditures were less than anticipated by $1.3 million. Attrition savings of

$839,195 are the main reason for the reduced expenses. Other significant savings were seen in the supplies, equipment, repairs, and maintenance categories with savings of $310,663.

The Water Fund (F640) year-end fund balance of $8.7 million increased by $916,796 from the beginning of the fiscal year. Revenues were greater than expected by approximately $685,937 and expenditure savings of approximately $1.9 million resulted in an increased fund balance. There were expense savings of $397,075 in Contractual Services and $956,025 in cost of sales.

The Wastewater Replacement Fund (F622) ended the year with a fund balance of $19.1 million, a decrease of approximately $14.5 million. Actual revenues were approximately $385,954 more than expected. A transfer out to the Capital Improvement Project Fund of $23.1 million drives the lower fund balance in the operating fund. The Contractual Services category had a savings of $241,526.

The Wastewater Connection Fee Fund (F623) ended the year with a fund balance of $6.2 million, an increase of $154,643 from anticipated. This can be attributed to higher than anticipated revenues of over $3.6 million due to increased construction in Livermore. Transfers to the CIP were $4.6 million.

The Water Replacement Fund (F642) ended the year with a fund balance of $28.3 million, which is approximately $1.4 million more than projected. Actual revenues were approximately $401,693 more than expected while operating expenses were less than originally projected by approximately $332,882. There were savings of $282,901 in the Contractual Service category. Transfers to the CIP were $3.9 million.

The Water Connection Fees Fund (F643) ended the year with a fund balance of $1.3 million. Revenues were higher by $1.3 million due to increased residential construction. There were expenditure savings of $135,494 in the Contractual Services category.

Table 8: Enterprise Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
600	Airport	$ 8,682,383	$ 4,816,425	$ 11,884	$ 3,073,455	$ 660,000	$ 9,777,238	$ 1,094,855
610	Stormwater	2,906,963	1,179,798	2,300,000	2,924,246	-	3,462,515	555,552
612	Storm Drain	7,386,142	1,883,397	-	15,473	1,440,500	7,813,566	427,424
620	Wastewater	30,911,764	33,562,979	(6,935,000)	26,554,511	-	30,985,233	73,469
622	Wastewater Replacement	33,549,567	884,351	8,000,000	217,930	23,142,375	19,073,614	(14,475,953)
623	Wastewater Connection Fees	6,089,717	5,772,121	(1,065,000)	-	4,552,478	6,244,360	154,643
640	Water	7,751,988	19,766,695	(1,758,795)	17,091,104	-	8,668,784	916,796
642	Water Replacement	29,673,641	730,556	2,000,000	266,337	3,883,000	28,254,860	(1,418,781)
643	Water Connection Fees	(80,090)	1,643,269	(241,205)	20,507	-	1,301,468	1,381,558
		$ 126,872,075	**$ 70,239,592**	**$ 2,311,884**	**$ 50,163,561**	**$ 33,678,353**	**$ 115,581,637**	**$ (11,290,438)**

Capital Project Operating Funds as described in table 9 below, there was a decrease in total fund balances of $23.3 million or -17.1% over the fiscal year. As previously stated, the Capital Improvement Program budget was separated from the operating budget and placed into its own set of funds to record activity. Funding was transferred from operating funds to CIP funds, which is the main reason that the table shows a decrease of $23.3 million in overall fund balance in

the Operating Capital Project funds. The following are the funds with additional significant variances.

Traffic Impact Fee (F510) ended the year with a $6.2 million increase in fund balance compared to the budget. The main driver for this was higher than anticipated revenues by $6.2 million as construction has increased in FY 2024-25.

TVTC 20% Fee (F511) ended the year with $3.9 million less in fund balance than what was budgeted. Revenues expected for this fund did not materialize as was anticipated.

Park Fee – AB1600 (F512) ended the year with a fund balance $1.2 million higher than projected. Revenues came in $1.2 million more than projected due to increased construction. Expenses were close to anticipated which resulted in higher fund balance than projected during the budget preparation.

Transferable Development Credit (F582) ended the year with a fund balance of $4.7 million less than projected. Revenues came in $3.4 million less than projected and expenses were $1.3 million greater than budgeted to purchase the Goecken Road property.

Table 9: Capital Project Operating Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
101	General Fund CIP Reserves	$ 34,954,363	$ -	$ 4,125,627	$ -	$ 12,827,692	$ 26,252,298	$ (8,702,065)
510	Traffic Impact Fee (TIF)	24,279,196	7,467,640	(66,618)	78,205	3,731,000	27,871,014	3,591,818
511	TVTC 20% Fee	3,130,224	1,247,766	-	-	-	4,377,990	1,247,766
512	Park Fee - AB 1600	4,596,202	7,711,614	-	5,782	3,630,357	8,671,677	4,075,475
513	Solid Waste & Recyc Impact Fee	2,551,982	1,510,287	-	-	-	4,062,269	1,510,287
514	COL Bike & Pedestrian Improve	-	322,444	-	-	-	322,444	322,444
540	2022 COP Construction Fund	19,675,296	790,768	-	-	20,466,063	0	(19,675,296)
550	County Measure D	267,829	243,709	-	360,346	-	151,192	(116,637)
551	County Meas BB-Bike/Pedestrian	1,678,272	619,865	-	2,935	1,220,000	1,075,202	(603,070)
552	County Meas BB-Local St & Rd	7,237,545	2,596,468	-	97,463	4,122,905	5,613,646	(1,623,899)
553	County Measure F Veh Reg Fee	1,498,715	406,970	-	2,494	800,000	1,103,191	(395,524)
560	State - Gas Tax	9,259,594	2,667,312	(120,813)	80,726	5,816,290	5,909,078	(3,350,516)
561	State - SB1	5,705,787	2,537,008	-	5,970	4,281,250	3,955,575	(1,750,212)
581	Public Utility Undergrounding	855,240	-	-	-	-	855,240	-
582	Transferable Development Cred	19,282,635	3,667,001	-	1,305,195	-	21,644,441	2,361,806
583	SoLivSpec Plan & AD Closeout	1,178,109	-	-	-	152,201	1,025,908	(152,201)
		$ 136,150,989	**$ 31,788,852**	**$ 3,938,197**	**$ 1,939,116**	**$ 57,047,758**	**$ 112,891,164**	**$ (23,259,825)**

Debt Service Funds as described in the table below, ending fund balances were approximately as projected.

Table 10: Debt Service Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
400	2020 COPS Series A	$ -	$ -	$ 528,800	$ 528,800	$ -	-	$ -
401	2020 COPS Series B	-	-	3,875,462	3,875,462	-	0	0
402	2022 COPS	2	0	2,577,798	2,577,800	-	0	(2)
		$ 2	**$ 0**	**$ 6,982,060**	**$ 6,982,062**	**$ -**	**$ 0**	**$ (2)**

Special Revenue Funds as described in Table 11 below showed an overall increase in total fund balances of $8.9 million or 20.6%. As previously noted, in FY 2024-25 capital project budgets were moved to separate respective CIP funds to track CIP activity. This is shown as a transfer to the CIP from the operating funds. Some of the City's Special Revenue Funds fund capital expenses. The following are the funds with significant variations.

Low Income Housing Fund (F200) actual expenditures for Contractual Services were $4.3 million less than anticipated due to the timing of the numerous new Housing Developments.

SOEF Social Op Endowment Fund (F202) Revenues this year exceeded the budget by $627,932. This revenue is attributable to developer fees included in a development agreement with Trumark Homes.

Local Housing Trust Fund (F207) is a newly created fund in FY 2024-25. Revenues of $5.0 million in form of a grant from the State of California for the Pacific Avenue Senior Living Project. This project broke ground late in FY 2024-25.

Downtown Revitalization Fee Fund (F280) has a $3.5 million negative fund balance due to an outstanding loan from the General Fund to the Downtown Revitalization Fee Fund. The City uses all Downtown Revitalization fees collected to repay the loan, which results in a reduced negative fund balance. In FY 2024-25, the City collected $69,526 in Downtown Revitalization Fees.

Community Benefit Fund (F291) is a newly created fund in FY 2024-25. This fund will be used to fund economic, climate resilience, community programs, and public spaces and facilities. Funding for this comes from Development Agreements. This fund received $629,085 in funding from a Development Agreement with Trumark Homes in FY 2024-25.

Table 11: Special Revenue Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
200	Low Income Housing Fund	$ 8,150,149	$ 875,240	$ -	$ 1,015,463	$ -	$ 8,009,927	$ (140,222)
201	Housing Successor Agency	8,846,223	177,291	-	66	-	9,023,449	177,226
202	SOEF (Social Op Endowment)	6,755	629,267	-	-	-	636,022	629,267
203	Mortgage Assistance	1,899,750	4,650	-	2,457	-	1,901,943	2,193
204	HHS Loan Fund	234,000	-	-	-	-	234,000	-
205	Cal Home Reuse	1,185,853	1,304	-	1,342	-	1,185,815	(38)
206	California Begin Program	625,331	-	-	907	-	624,424	(907)
207	Local Housing Trust	-	5,000,000	-	-	-	5,000,000	5,000,000
210	Horizons	620,973	875,938	470,000	986,853	-	980,058	359,085
211	Police Evidence	(35,964)	6,852	-	(29,112)	-	0	35,964
212	Asset Seizure - State	-	1,588	-	-	-	1,588	1,588
220	Grant - Federal Grant Fund	88,028	8,420	-	18,256	-	78,193	(9,835)
221	Asset Seizure - Dep of Justice	666,690	15,704	-	100,000	-	582,394	(84,296)
222	Asset Seizure - Treasury	361,042	8,797	-	-	-	369,839	8,797
223	Grant - HUD EDI Special Grant	122,277	-	-	107	-	122,170	(107)
224	Grant - CDBG	444,642	487,447	-	581,382	-	350,707	(93,935)
225	Grant - Home Grant	364,680	2,000	-	91,289	-	275,391	(89,289)
226	FEMA Funding	(55,208)	-	-	-	-	(55,208)	-
240	Grant - State Grant Fund	302,680	1,684,954	-	837,338	-	1,150,297	847,617
241	Opioid Settlement	86,300	296,666	-	-	-	382,966	296,666
242	PD COPS Grant	-	267,742	-	140,974	-	126,768	126,768
260	Grant - Local & Other Grants	(42,426)	201,052	-	10,000	-	148,626	191,052
280	Downtown Revitalization Fee	(3,586,595)	69,526	-	-	-	(3,517,069)	69,526
281	Parking In-Lieu Fee	31,200	47,142	-	-	-	78,342	47,142
282	Host Community Impact Fee	$1,368,437	562,641	(528,800)	85,023	-	1,317,255	(51,182)
283	City Street Sweeping Fee	289,488	748,692	-	537,577	-	500,603	211,115
284	Public Art Fee	989,529	373,330	-	63,970	-	1,298,889	309,360
285	Vehicle Impound Fee	163,238	-	-	20,804	-	142,434	(20,804)
286	Accessibility Compliance	(21,000)	24,381	(18,750)	5,774	-	(21,143)	(143)
287	PEG Capital Fees	1,601,650	205,543	-	-	-	1,807,193	205,543
288	Import Mitigation Fee	4,375	-	-	4,375	-	0	(4,375)
289	Solid Waste & Recycling Fee	10,643	335,400	-	153,472	-	192,571	181,928
290	Human Services Facility Fee	549,342	609,238	-	43,082	80,000	1,035,497	486,155
291	Community Benefit Fund	-	629,085	-	-	-	629,085	629,085
300	Open Space Acquisition & Mgmt	2,907,557	4,927,438	-	5,671,930	-	2,163,065	(744,492)
310	Downtown LMD	437,048	466,601	336,007	854,076	-	385,579	(51,469)
311	Other LMD	9,790,016	3,571,383	(312,430)	3,167,732	-	9,881,237	91,221
320	El Charro CFD 2009-1 Maint	2,710,755	428,032	-	248,111	-	2,890,675	179,920
321	Other Maintenance CFDs	1,972,089	342,037	-	204,728	-	2,109,398	137,309
330	Library Donations	222,184	71,521	-	63,339	-	230,367	8,183
331	Police Donations	48,657	4,181	-	-	-	52,838	4,181
		$ 43,360,388	**$ 23,961,084**	**$ (53,972)**	**$ 14,881,315**	**$ 80,000**	**$ 52,306,185**	**$ 8,945,797**

Internal Service Funds, as described in Table 12 below, had an overall increase in total fund balances of $2.4 million or 9.9%. The following are the funds with significant variations.

General Liability (F700) ending the year with a $548,157 increase in actual fund balance primarily due to $376,808 less expenses than originally anticipated.

Worker's Comp Insurance (F710) had an increase in the fund balance of $3.3 million. The projected ending fund balance was $1 million less than the actual ending balance, which is due to actual expenditures coming in less than the budget by $955,286.

Fleet and Equipment Services (F730) had a decrease in the actual fund balance of $990,592. However, the ending fund balance is $1.8 million greater than the budgeted amount due to actual expenditures less than budget by $1.7 million. This is mainly due to the delay between ordering new vehicles and the time that they are received.

Facilities Rehabilitation Program (F740) ended the fiscal year $562,242 less in fund balance due to the use of fund balance to help pay for capital projects.

Table 12: Internal Services Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
700	General Liability	$ 5,417,897	$ 4,499,989	$ 1,500,000	$ 5,451,832	$ -	$ 5,966,054	$ 548,157
710	Workers Comp Insurance	2,875,678	1,611,871	3,500,000	1,831,709	-	6,155,840	3,280,162
720	Information Technology	2,340,300	6,970,080	-	6,893,235	-	2,417,145	76,845
730	Fleet & Equipment Services	8,481,938	5,693,757	122,000	6,746,349	60,000	7,491,346	(990,592)
740	Facilities Rehab Pgm	4,715,075	2,144,553	-	2,706,794	-	4,152,833	(562,242)
		$ 23,830,888	**$ 20,920,250**	**$ 5,122,000**	**$ 23,629,920**	**$ 60,000**	**$ 26,183,218**	**$ 2,352,330**

Capital Improvement Program Funds are included in the table below show the balances available for CIP projects. These are the City's new CIP funds previously discussed. City staff also separated the General Fund Capital Reserves into its own separate fund - General Fund Capital Reserve Fund (Fund 101) - and therefore no longer resides in the General Fund operating fund. The Operating Capital Reserve Fund is grouped under the Operating Capital Funds as shown in Table 9. These balances are shown as funding and expenses for the CIP program. Three funds shown in the table below have negative unaudited fund balances at the end of FY 2024-25. While the expenses occurred in FY 2024-25 for those three funds, City staff anticipate receiving the outside funding reimbursements in FY 2025-26.

Table 13: Capital Improvement Program Funds

Fund	Fund Name	Beginning Fund Balance	Revenues	Net Transfers	Expenditures	Transfers out to CIP	Unaudited Ending Fund Balance	Change in Fund Balance
601	CIP Airport	$ -	$ -	$ 660,000	$ -	$ -	$ 660,000	$ 660,000
611	CIP Stormwater & Storm Drain	-	-	6,492,192	2,831,097	-	3,661,095	3,661,095
621	CIP Wastewater	-	-	27,694,853	10,168,093	-	17,526,760	17,526,760
641	CIP Water	-	-	3,883,000	2,145,082	-	1,737,918	1,737,918
731	CIP Fleet & Equipment Svcs	-	-	520,000	215,691	-	304,309	304,309
741	CIP Facilities	-	-	3,720,000	271,255	-	3,448,745	3,448,745
810	CIP Multi Funded Governmental	-	-	-	-	-	-	-
811	CIP General Fund	-	-	3,596,000	743,496	-	2,852,504	2,852,504
812	CIP Low Income Housing	-	-	-	-	-	-	-
813	CIP Asset Seizure - County	-	-	-	-	-	-	-
814	CIP Asset Seizure - DOJ	-	-	-	-	-	-	-
815	CIP Asset Seizure - Treasury	-	-	-	-	-	-	-
816	CIP Federal Grants Fund	-	-	-	15,281	-	(15,281)	(15,281)
817	CIP State Grants Fund	-	113,187	-	1,246,879	-	(1,133,691)	(1,133,691)
818	CIP Local Grants Fund	-	5,139,000	-	19,629	-	5,119,371	5,119,371
819	CIP Parking-In-Lieu Fee	-	-	-	-	-	-	-
820	CIP Host Community Impact Fee	-	-	-	-	-	-	-
821	CIP Public Art Fee	-	-	-	-	-	-	-
822	CIP Library Donations	-	-	-	-	-	-	-
823	CIP Traffic Impact Fee	-	-	3,731,000	640,238	-	3,090,762	3,090,762
824	CIP TVTC 20% FEE	-	-	-	-	-	-	-
825	CIP Park Fee - AB 1600	-	-	3,630,357	663,566	-	2,966,791	2,966,791
826	CIP Solid Waste & Recycling	-	-	-	20,572	-	(20,572)	(20,572)
827	CIP 2022 COP Construction	-	-	20,466,063	13,779,856	-	6,686,207	6,686,207
828	CIP County Measure D	-	-	-	-	-	-	-
829	CIP County Measure BB-Bike/Ped	-	-	1,220,000	368,923	-	851,077	851,077
830	CIP County Measure BB-Street	-	-	4,122,905	663,903	-	3,459,002	3,459,002
831	CIP County Measure B-Bike/Ped	438,092	21,699	-	459,791	-	(0)	(438,092)
832	CIP County Measure B-Street	1,522,412	79,629	-	1,602,040	-	0	(1,522,412)
833	CIP County Measure F-Veh Reg	-	-	800,000	571	-	799,429	799,429
834	CIP State Gas Tax	-	-	5,816,290	2,597,692	-	3,218,598	3,218,598
835	CIP State SB1	-	-	4,281,250	3,559,304	-	721,946	721,946
836	CIP Developers Deposit	-	-	-	-	-	-	-
837	CIP So Liv Spec & AD Close	-	-	152,201	-	-	152,201	152,201
838	CIP CDBG	-	-	-	-	-	-	-
839	CIP Human Svcs Facility Fee	-	-	80,000	73	-	79,927	79,927
840	CIP Community Benefit	-	-	-	-	-	-	-
841	CIP COL Bike & Pedestrian	-	-	-	-	-	-	-
		$ 1,960,504	**$ 5,353,515**	**$ 90,866,111**	**$ 42,013,032**	**$ -**	**$ 56,167,097**	**$ 54,206,593**

Appropriation of Expenditure Budget to Cover Shortfalls

At the end of the FY 2024-25 some funds had expenditures more than budget. Table 14 below shows the affected funds and the over-expenditure. Below Table 14 includes an explanation for the over-expenditures.

Table 14: Appropriations to Cover FY 2024-25 Expenditures Over Budget

			FY 2024-25	
Fund	Fund Name	Amended Budget	Unaudited Actual Expenses	Expended over Budget
282	Host Community Impact Fee	$587,735	$613,823	($26,088)
283	City Street Sweeping Fee	529,186	537,577	(8,391)
311	Other LMD	2,832,395	3,480,162	(647,767)
	Totals:	**$3,949,316**	**$4,631,562**	**($682,246)**

Host Community Impact Fee (F282) incurred $26,088 more expenses in contracts, supplies, and equipment categories than budgeted.

City Street Sweeping Fund (F283) incurred more expenses in contracts, supplies, and equipment categories than what was anticipated.

Other LMD Fund (F311) spent more than the budget primarily due to increased expenses for utilities and contractual services

Staff are requesting appropriation from the Host Community Impact Fee, City Street Sweeping Fee, and Other LMD funds in the amount of $682,246 to cover the three funds' over-expenditures in FY 2024-25.

Table 15: Supplemental Appropriations for FY 2025-26

		FY 2025-26
Fund	Fund Name	Supplemental Appropriation
600	Airport	$300,000
620	Wastewater	79,538
640	Water	55,962
700	General Liability	135,501
	Total:	**$571,001**

The City is conducting PFAS testing at the Airport. The expenses related to the PFAS testing should be charged to the Airport Fund. Staff did not anticipate those charges during the original FY 2025-26 budget process. As such, staff requests a supplemental appropriation of $300,000 from the Airport fund to pay for these services. In addition, the City must pay attorney fees of $271,001 associated with a recent water and sewer related settlement that were not budgeted. Those costs will be shared by the Water, Sewer and General Liability funds.

FISCAL AND ADMINISTRATIVE IMPACT

As described in Table 2, staff is requesting allocations of the $8.1 million General Fund surplus to cover various expenses in FY 2024-25 including contractual services as well as contributions to Facility Maintenance, Information Technology, Fleet Replacement reserves, Capital Improvement Program reserves, and future operating reserves. Staff are also requesting additional contributions to LPFD Worker's Compensation fund with the surplus of contributions to LPFD as shown in Table 7. As described in Table 14 above, staff is requesting supplemental budget appropriations of $682,246 from three funds to cover FY 2024-25 budget shortfalls. Finally, staff is requesting total supplemental appropriations of $571,001 in FY 2025-26.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.6**

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving the City of Livermore Salary Plan to reflect salary increases to Executive Management (excluding Police Chief) and the City Manager effective November 17, 2025, and minimum wage increases effective December 29, 2025.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving the City of Livermore Salary Plan to reflect salary increases to Executive Management (excluding Police Chief) and the City Manager effective November 17, 2025, and minimum wage increases effective December 29, 2025.

DECISION TYPE

Administrative

SUMMARY

Staff recommends the following changes to the Salary Plan:

1. Incorporate wage related adjustment for the City Manager based on the new contract amendment;
2. Incorporate wage related adjustments for the Executive Management classifications (excluding the Police Chief);
3. Incorporate minimum wage increase to $16.90 per hour for the following classifications: Department Assistant (Class Code 8200), Field/Maintenance Aide (Class Code 8205), Law Clerk (Class Code 8210), Library Aide (Class Code 8215), and Police Cadet (Class Code 8220)

DISCUSSION

Staff recommends the following changes to the Salary Plan:

1. The City Manager's existing contract follows the Livermore Management Group (LMG) cost of living adjustment, resulting in a 6% salary increase effective November 17, 2025.

2. Salary adjustments for the City's executive management classifications (excluding the Police Chief) have followed the increases received by the Livermore Management Group (LMG). LMG received a 6% wage adjustment in July. The recommendation is for the City's executive management classifications to receive a 6% wage adjustment effective November 17, 2025. In addition, currently, all five of the City's department heads have the same salary range, which does not adequately reflect the differences in the amount of responsibility, degree of risk, or the required expertise associated with each position. The proposed salary ranges are designed to recognize and address these differences and ensure compensation is aligned with the distinct demands of each position. Additionally, the Assistant City Manager salary increase maintains the 10% supervisory differential required by the City's Compensation Policy.
3. On August 1, 2025, the California Director of the Department of Finance certified that based on the annual inflation rate from 7/1/2024 to 6/30/2025, under Labor Code section 1182.12(c)(3)(A), the state hourly minimum wage must be increased effective January 1, 2026 to $16.90 per hour. The minimum salaries for the classifications of Department Assistant, Field/Maintenance Aide, Law Clerk, Library Aide, and Police Cadet will increase from $16.50 to $16.90 per hour effective December 29, 2025. There are currently 31 employees affected by this increase.

FISCAL AND ADMINISTRATIVE IMPACTS

The fiscal impact of these changes is approximately $191,500, which will be absorbed in the current 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 Dated November December

Prepared by: Kaylin Larson
HR Analyst II

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 APPROVING THE CITY OF LIVERMORE SALARY PLAN TO REFLECT SALARY INCREASES TO EXECUTIVE MANAGEMENT (EXCLUDING POLICE CHIEF) AND THE CITY MANAGER EFFECTIVE NOVEMBER 17, 2025, AND MINIMUM WAGE INCREASES EFFECTIVE DECEMBER 29, 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:

- Incorporate wage related adjustment for the City Manager based on the new contract;
- Incorporate wage related adjustments for the Executive Management classifications (excluding the Police Chief);
- Incorporate minimum wage increase to $16.90 per hour for the following classifications: Department Assistant (Class Code 8200), Field/Maintenance Aide (Class Code 8205), Law Clerk (Class Code 8210), Library Aide (Class Code 8215), and Police Cadet (Class Code 8220)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that in accordance with California Code of Regulations, Title 2, Section 570.5, it hereby approves the Salary Plan dated November/December.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 27, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Salary Plan Dated November/December

LIVERMORE
CALIFORNIA

Salary Plan

November/December

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4001	ACCOUNT CLERK	73,090.22	76,587.90	80,249.62	84,094.43	88,131.50
		6,090.85	6,382.33	6,687.47	7,007.87	7,344.29
		1,405.58	1,472.84	1,543.26	1,617.20	1,694.84
		35.1395	36.8211	38.5816	40.4300	42.3709
4000	ACCOUNT CLERK, JUNIOR	65,744.90	69,032.14	72,483.75	76,107.94	79,913.34
		5,478.74	5,752.68	6,040.31	6,342.33	6,659.45
		1,264.33	1,327.54	1,393.92	1,463.61	1,536.80
		31.6081	33.1885	34.8480	36.5904	38.4199
4002	ACCOUNT CLERK, SENIOR	79,423.91	83,227.43	87,221.12	91,414.52	95,817.58
		6,618.66	6,935.62	7,268.43	7,617.88	7,984.80
		1,527.38	1,600.53	1,677.33	1,757.97	1,842.65
		38.1846	40.0132	41.9332	43.9493	46.0661
4020	ACCOUNTANT, JUNIOR*	96,122.29	100,928.40	105,974.82	111,273.56	116,837.24
		8,010.19	8,410.70	8,831.24	9,272.80	9,736.44
		1,848.51	1,940.93	2,037.98	2,139.88	2,246.87
		46.2126	48.5233	50.9494	53.4969	56.1718
4010	ACCOUNTING TECHNICIAN	84,282.47	88,328.93	92,577.71	97,038.92	101,723.21
		7,023.54	7,360.74	7,714.81	8,086.58	8,476.93
		1,620.82	1,698.63	1,780.34	1,866.13	1,956.22
		40.5204	42.4658	44.5085	46.6533	48.9054
4030	ADMINISTRATIVE ASSISTANT	88,251.03	92,495.92	96,953.04	101,633.03	106,547.01
		7,354.25	7,707.99	8,079.42	8,469.42	8,878.92
		1,697.14	1,778.77	1,864.48	1,954.48	2,048.98
		42.4284	44.4692	46.6120	48.8620	51.2245
4052	ADMINISTRATIVE CLERK I	66,339.50	69,488.81	72,795.58	76,267.68	79,913.39
		5,528.29	5,790.73	6,066.30	6,355.64	6,659.45
		1,275.76	1,336.32	1,399.92	1,466.69	1,536.80
		31.8940	33.4081	34.9979	36.6672	38.4199
4051	ADMINISTRATIVE CLERK II	71,041.79	74,426.20	77,979.83	81,711.18	85,629.06
		5,920.15	6,202.18	6,498.32	6,809.27	7,135.76
		1,366.19	1,431.27	1,499.61	1,571.37	1,646.71
		34.1547	35.7818	37.4903	39.2842	41.1678
4040	ADMINISTRATIVE TECHNICIAN	88,251.03	92,495.92	96,953.04	101,633.03	106,547.01
		7,354.25	7,707.99	8,079.42	8,469.42	8,878.92
		1,697.14	1,778.77	1,864.48	1,954.48	2,048.98
		42.4284	44.4692	46.6120	48.8620	51.2245
5000	AIRPORT SERVICE ATTENDANT*	77,500.47	81,375.49	85,444.26	89,716.47	94,202.29
		6,458.37	6,781.29	7,120.36	7,476.37	7,850.19
		1,490.39	1,564.91	1,643.16	1,725.32	1,811.58
		37.2598	39.1228	41.0790	43.1329	45.2896
5001	AIRPORT SERVICE ATTENDANT SENIOR*	83,109.87	87,265.36	91,628.63	96,210.06	101,020.56
		6,925.82	7,272.11	7,635.72	8,017.51	8,418.38
		1,598.27	1,678.18	1,762.09	1,850.19	1,942.70
		39.9567	41.9545	44.0522	46.2548	48.5676

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4060	ANIMAL CONTROL OFFICER	87,564.16	91,774.70	96,195.76	100,837.87	105,712.09
		7,297.01	7,647.89	8,016.31	8,403.16	8,809.34
		1,683.93	1,764.90	1,849.92	1,939.19	2,032.92
		42.0982	44.1225	46.2480	48.4798	50.8231
5010	ASSET MANAGEMENT SPECIALIST	117,633.38	123,347.40	129,347.09	135,646.79	142,261.44
		9,802.78	10,278.95	10,778.92	11,303.90	11,855.12
		2,262.18	2,372.07	2,487.44	2,608.59	2,735.80
		56.5545	59.3016	62.1861	65.2148	68.3949
4130	BUILDING INSPECTOR I	103,556.88	108,567.07	113,827.74	119,351.46	125,151.36
		8,629.74	9,047.26	9,485.65	9,945.96	10,429.28
		1,991.48	2,087.83	2,189.00	2,295.22	2,406.76
		49.7870	52.1957	54.7249	57.3805	60.1689
4131	BUILDING INSPECTOR II	111,210.76	116,603.64	122,266.15	128,211.78	134,454.69
		9,267.56	9,716.97	10,188.85	10,684.32	11,204.56
		2,138.67	2,242.38	2,351.27	2,465.61	2,585.67
		53.4667	56.0594	58.7818	61.6403	64.6417
4132	BUILDING INSPECTOR III	114,439.09	119,993.38	125,825.37	131,948.96	138,378.74
		9,536.59	9,999.45	10,485.45	10,995.75	11,531.56
		2,200.75	2,307.57	2,419.72	2,537.48	2,661.13
		55.0188	57.6891	60.4930	63.4370	66.5282
4133	BUILDING INSPECTOR, SENIOR	119,993.38	125,825.37	131,948.96	138,378.74	145,130.02
		9,999.45	10,485.45	10,995.75	11,531.56	12,094.17
		2,307.57	2,419.72	2,537.48	2,661.13	2,790.96
		57.6891	60.4930	63.4370	66.5282	69.7741
4093	CIVIL ENGINEER, ASSISTANT*	124,324.14	130,540.35	137,067.37	143,920.74	151,116.78
		10,360.35	10,878.36	11,422.28	11,993.40	12,593.07
		2,390.85	2,510.39	2,635.91	2,767.71	2,906.09
		59.7712	62.7598	65.8978	69.1927	72.6523
4100	CIVIL ENGINEER, ASSOCIATE	133,473.47	139,979.49	146,810.81	153,983.68	161,515.20
		11,122.79	11,664.96	12,234.23	12,831.97	13,459.60
		2,566.80	2,691.91	2,823.28	2,961.22	3,106.06
		64.1699	67.2978	70.5821	74.0306	77.6515
4091	CIVIL ENGINEER, JUNIOR*	109,394.94	114,864.69	120,607.92	126,638.32	132,970.24
		9,116.25	9,572.06	10,050.66	10,553.19	11,080.85
		2,103.75	2,208.94	2,319.38	2,435.35	2,557.12
		52.5937	55.2234	57.9846	60.8838	63.9280
4140	COMMUNITY SERVICE SPECIALIST	76,825.79	80,667.08	84,700.43	88,935.45	93,382.22
		6,402.15	6,722.26	7,058.37	7,411.29	7,781.85
		1,477.42	1,551.29	1,628.85	1,710.30	1,795.81
		36.9355	38.7823	40.7214	42.7574	44.8953
4141	COMMUNITY SERVICE SPECIALIST II	80,632.31	84,663.93	88,897.13	93,341.99	98,009.09
		6,719.36	7,055.33	7,408.09	7,778.50	8,167.42
		1,550.62	1,628.15	1,709.56	1,795.04	1,884.79
		38.7655	40.7038	42.7390	44.8760	47.1198

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4150	CRIME & INTELLIGENCE ANALYST*	107,074.59	112,428.32	118,049.73	123,952.22	130,149.83
		8,922.88	9,369.03	9,837.48	10,329.35	10,845.82
		2,059.13	2,162.08	2,270.19	2,383.70	2,502.88
		51.4782	54.0521	56.7547	59.5924	62.5720
4152	CRIME & INTELLIGENCE ANALYST, SUPERVISING	125,577.30	131,856.17	138,448.98	145,371.43	152,640.00
		10,464.78	10,988.01	11,537.42	12,114.29	12,720.00
		2,414.95	2,535.70	2,662.48	2,795.60	2,935.38
		60.3737	63.3924	66.5620	69.8901	73.3846
4160	CRIME PREVENTION SPECIALIST	83,469.20	87,474.99	91,681.06	96,097.45	100,734.65
		6,955.77	7,289.58	7,640.09	8,008.12	8,394.55
		1,605.18	1,682.21	1,763.10	1,848.03	1,937.20
		40.1294	42.0553	44.0774	46.2007	48.4301
4170	CRISIS INTERVENTION SPECIALIST	100,608.08	111,892.53	117,402.91	123,188.80	129,263.99
		8,384.01	9,324.38	9,783.58	10,265.73	10,772.00
		1,934.77	2,151.78	2,257.75	2,369.02	2,485.85
		48.3693	53.7945	56.4437	59.2254	62.1462
4050	DIVISION CLERK	74,809.86	78,382.70	82,134.16	86,073.20	90,209.20
		6,234.16	6,531.89	6,844.51	7,172.77	7,517.43
		1,438.65	1,507.36	1,579.50	1,655.25	1,734.79
		35.9663	37.6840	39.4876	41.3814	43.3698
4180	ECONOMIC DEVELOPMENT SPECIALIST	96,146.19	100,953.50	106,001.18	111,301.24	116,866.30
		8,012.18	8,412.79	8,833.43	9,275.10	9,738.86
		1,848.97	1,941.41	2,038.48	2,140.41	2,247.43
		46.2241	48.5353	50.9621	53.5102	56.1857
5090	ELECTRICIAN	108,422.10	113,843.21	119,535.37	125,512.14	131,787.75
		9,035.18	9,486.93	9,961.28	10,459.35	10,982.31
		2,085.04	2,189.29	2,298.76	2,413.70	2,534.38
		52.1260	54.7323	57.4689	60.3424	63.3595
4092	ENGINEER, ASSISTANT*	118,403.94	124,324.14	130,540.35	137,067.37	143,920.74
		9,867.00	10,360.35	10,878.36	11,422.28	11,993.40
		2,277.00	2,390.85	2,510.39	2,635.91	2,767.71
		56.9250	59.7712	62.7598	65.8978	69.1927
4090	ENGINEER, JUNIOR*	104,185.67	109,394.95	114,864.70	120,607.93	126,638.32
		8,682.14	9,116.25	9,572.06	10,050.66	10,553.19
		2,003.57	2,103.75	2,208.94	2,319.38	2,435.35
		50.0893	52.5937	55.2234	57.9846	60.8838
4080	ENGINEERING SPECIALIST	117,633.37	123,347.39	129,347.08	135,646.78	142,261.43
		9,802.78	10,278.95	10,778.92	11,303.90	11,855.12
		2,262.18	2,372.07	2,487.44	2,608.59	2,735.80
		56.5545	59.3016	62.1861	65.2148	68.3949
4070	ENGINEERING TECHNICIAN, ASSIST	101,339.05	106,238.33	111,382.58	116,784.05	122,455.59
		8,444.92	8,853.19	9,281.88	9,732.00	10,204.63
		1,948.83	2,043.04	2,141.97	2,245.85	2,354.92
		48.7207	51.0761	53.5493	56.1462	58.8729

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4071	ENGINEERING	108,585.61	113,847.21	119,371.90	125,172.83	131,263.81
	TECHNICIAN, ASSOC	9,048.80	9,487.27	9,947.66	10,431.07	10,938.65
		2,088.18	2,189.37	2,295.61	2,407.17	2,524.30
		52.2046	54.7342	57.3903	60.1793	63.1076
4072	ENGINEERING	112,759.16	118,229.46	123,973.26	130,004.26	136,336.81
	TECHNICIAN, SENIOR	9,396.60	9,852.46	10,331.11	10,833.69	11,361.40
		2,168.45	2,273.64	2,384.10	2,500.08	2,621.86
		54.2111	56.8411	59.6025	62.5021	65.5465
5030	FACILITIES MAINTENANCE	66,763.23	70,101.39	73,606.46	77,286.78	81,151.12
	TRAINEE*	5,563.60	5,841.78	6,133.87	6,440.57	6,762.59
		1,283.91	1,348.10	1,415.51	1,486.28	1,560.60
		32.0977	33.7026	35.3877	37.1571	39.0150
5031	FACILITIES MAINTENANCE	74,691.77	78,426.36	82,347.68	86,465.06	90,788.31
	WORKER I*	6,224.31	6,535.53	6,862.31	7,205.42	7,565.69
		1,436.38	1,508.20	1,583.61	1,662.79	1,745.93
		35.9095	37.7050	39.5902	41.5697	43.6482
5032	FACILITIES MAINTENANCE	80,055.65	84,058.43	88,261.35	92,674.42	97,308.14
	WORKER II*	6,671.30	7,004.87	7,355.11	7,722.87	8,109.01
		1,539.53	1,616.51	1,697.33	1,782.20	1,871.31
		38.4883	40.4127	42.4333	44.5550	46.7828
5033	FACILITIES MAINTENANCE	84,015.01	88,215.76	92,626.55	97,257.88	102,120.77
	WORKER, SENIOR*	7,001.25	7,351.31	7,718.88	8,104.82	8,510.06
		1,615.67	1,696.46	1,781.28	1,870.34	1,963.86
		40.3918	42.4114	44.5320	46.7586	49.0965
5034	FACILITIES MAINTENANCE	94,472.84	99,196.48	104,156.30	109,364.11	114,832.32
	WORKER, SUPERVISING*	7,872.74	8,266.37	8,679.69	9,113.68	9,569.36
		1,816.79	1,907.62	2,003.01	2,103.16	2,208.31
		45.4196	47.6906	50.0751	52.5789	55.2079
4190	FAMILY THERAPIST	101,942.27	106,871.72	112,047.64	117,482.34	123,188.80
		8,495.19	8,905.98	9,337.30	9,790.20	10,265.73
		1,960.43	2,055.23	2,154.76	2,259.28	2,369.02
		49.0107	51.3806	53.8691	56.4819	59.2254
5040	FLEET SERVICES WORKER	65,984.63	69,116.20	72,404.34	75,856.88	79,482.05
		5,498.72	5,759.68	6,033.70	6,321.41	6,623.50
		1,268.94	1,329.16	1,392.39	1,458.79	1,528.50
		31.7234	33.2289	34.8098	36.4697	38.2125
4200	GIS SPECIALIST	117,633.37	123,347.37	129,347.07	135,646.77	142,261.42
		9,802.78	10,278.95	10,778.92	11,303.90	11,855.12
		2,262.18	2,372.06	2,487.44	2,608.59	2,735.80
		56.5545	59.3016	62.1861	65.2148	68.3949
5050	GROUNDSKEEPER	65,984.59	69,116.13	72,404.28	75,856.81	79,481.99
	TRAINEE	5,498.72	5,759.68	6,033.69	6,321.40	6,623.50
		1,268.93	1,329.16	1,392.39	1,458.78	1,528.50
		31.7234	33.2289	34.8098	36.4696	38.2125

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5051	GROUNDSKEEPER I	73,750.06	77,269.89	80,965.70	84,846.32	88,920.97
		6,145.84	6,439.16	6,747.14	7,070.53	7,410.08
		1,418.27	1,485.96	1,557.03	1,631.66	1,710.02
		35.4568	37.1490	38.9258	40.7915	42.7505
5052	GROUNDSKEEPER II	79,003.59	82,786.12	86,757.75	90,927.98	95,306.70
		6,583.63	6,898.84	7,229.81	7,577.33	7,942.23
		1,519.30	1,592.04	1,668.42	1,748.62	1,832.82
		37.9825	39.8010	41.7105	43.7154	45.8205
5053	GROUNDSKEEPER III	82,881.53	86,857.94	91,033.16	95,417.16	100,020.36
		6,906.79	7,238.16	7,586.10	7,951.43	8,335.03
		1,593.88	1,670.35	1,750.64	1,834.95	1,923.47
		39.8469	41.7586	43.7659	45.8736	48.0867
5055	GROUNDSKEEPER, SUPERVISING	93,124.26	97,612.79	102,325.78	107,274.40	112,470.45
		7,760.36	8,134.40	8,527.15	8,939.53	9,372.54
		1,790.85	1,877.17	1,967.80	2,062.97	2,162.89
		44.7713	46.9292	49.1951	51.5742	54.0723
4210	INFORMATION TECHNOLOGY TECHNICIAN*	92,069.18	96,672.64	101,506.27	106,581.58	111,910.66
		7,672.43	8,056.05	8,458.86	8,881.80	9,325.89
		1,770.56	1,859.09	1,952.04	2,049.65	2,152.13
		44.2640	46.4772	48.8011	51.2411	53.8032
4211	INFORMATION TECHNOLOGY TECHNICIAN, SENIOR*	101,276.10	106,339.90	111,656.90	117,239.74	123,101.72
		8,439.68	8,861.66	9,304.74	9,769.98	10,258.48
		1,947.62	2,045.00	2,147.25	2,254.61	2,367.34
		48.6904	51.1250	53.6812	56.3653	59.1835
5054	LANDSCAPE MAINTENANCE SPECIALIST	88,543.95	92,803.47	97,275.97	101,972.10	106,903.04
		7,378.66	7,733.62	8,106.33	8,497.68	8,908.59
		1,702.77	1,784.68	1,870.69	1,961.00	2,055.83
		42.5692	44.6171	46.7673	49.0251	51.3957
4230	LIBRARIAN I	79,868.92	83,694.71	87,711.77	91,929.69	96,358.49
		6,655.74	6,974.56	7,309.31	7,660.81	8,029.87
		1,535.94	1,609.51	1,686.76	1,767.88	1,853.05
		38.3985	40.2378	42.1691	44.1970	46.3262
4231	LIBRARIAN II	88,420.21	92,673.55	97,139.56	101,828.86	106,752.63
		7,368.35	7,722.80	8,094.96	8,485.74	8,896.05
		1,700.39	1,782.18	1,868.07	1,958.25	2,052.94
		42.5097	44.5546	46.7017	48.9562	51.3234
4221	LIBRARY ASSISTANT	75,262.27	78,857.70	82,632.93	86,596.90	90,759.10
		6,271.86	6,571.48	6,886.08	7,216.41	7,563.26
		1,447.35	1,516.49	1,589.09	1,665.33	1,745.37
		36.1838	37.9124	39.7274	41.6331	43.6342
4222	LIBRARY ASSISTANT, SUPERVISING	84,282.47	88,328.93	92,577.71	97,038.92	101,723.21
		7,023.54	7,360.74	7,714.81	8,086.58	8,476.93
		1,620.82	1,698.63	1,780.34	1,866.13	1,956.22
		40.5204	42.4658	44.5085	46.6533	48.9054

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4220	LIBRARY CLERK	66,339.50	69,488.81	72,795.58	76,267.68	79,913.39
		5,528.29	5,790.73	6,066.30	6,355.64	6,659.45
		1,275.76	1,336.32	1,399.92	1,466.69	1,536.80
		31.89399	33.40808	34.99788	36.66715	38.41990
5060	MAINTENANCE TRAINEE	65,984.59	69,116.13	72,404.28	75,856.81	79,481.99
		5,498.72	5,759.68	6,033.69	6,321.40	6,623.50
		1,268.93	1,329.16	1,392.39	1,458.78	1,528.50
		31.72336	33.22891	34.80975	36.46962	38.21250
5061	MAINTENANCE WORKER I	73,750.06	77,269.89	80,965.70	84,846.32	88,920.97
		6,145.84	6,439.16	6,747.14	7,070.53	7,410.08
		1,418.27	1,485.96	1,557.03	1,631.66	1,710.02
		35.45676	37.14899	38.92582	40.79150	42.75047
5062	MAINTENANCE WORKER II	79,003.59	82,786.11	86,757.75	90,927.98	95,306.70
		6,583.63	6,898.84	7,229.81	7,577.33	7,942.23
		1,519.30	1,592.04	1,668.42	1,748.62	1,832.82
		37.98250	39.80101	41.71046	43.71538	45.82053
5063	MAINTENANCE WORKER III	82,881.53	86,857.94	91,033.16	95,417.16	100,020.36
		6,906.79	7,238.16	7,586.10	7,951.43	8,335.03
		1,593.88	1,670.35	1,750.64	1,834.95	1,923.47
		39.84689	41.75863	43.76594	45.87363	48.08671
5070	MECHANIC	95,257.31	100,020.17	105,021.18	110,272.24	115,785.85
		7,938.11	8,335.01	8,751.76	9,189.35	9,648.82
		1,831.87	1,923.46	2,019.64	2,120.62	2,226.65
		45.79678	48.08662	50.49095	53.01550	55.66627
5071	MECHANIC SENIOR	103,393.20	108,562.86	113,991.00	119,690.55	125,675.08
		8,616.10	9,046.90	9,499.25	9,974.21	10,472.92
		1,988.33	2,087.75	2,192.13	2,301.74	2,416.83
		49.70827	52.19368	54.80337	57.54353	60.42071
4240	NEIGHBORHOOD PRESERVATION OFFICER	108,585.61	113,847.21	119,371.90	125,172.83	131,263.81
		9,048.80	9,487.27	9,947.66	10,431.07	10,938.65
		2,088.18	2,189.37	2,295.61	2,407.17	2,524.30
		52.20462	54.73424	57.39034	60.17925	63.10760
5020	PARTS AND INVENTORY CONTROL WORKER	77,134.06	80,823.08	84,696.57	88,763.72	93,034.25
		6,427.84	6,735.26	7,058.05	7,396.98	7,752.85
		1,483.35	1,554.29	1,628.78	1,706.99	1,789.12
		37.08368	38.85725	40.71950	42.67487	44.72800
4250	PERMIT TECHNICIAN*	78,795.70	82,735.48	86,872.25	91,215.86	95,776.65
		6,566.31	6,894.62	7,239.35	7,601.32	7,981.39
		1,515.30	1,591.07	1,670.62	1,754.15	1,841.86
		37.88255	39.77667	41.76550	43.85378	46.04647
4251	PERMIT TECHNICIAN II*	84,116.10	88,321.91	92,738.01	97,374.91	102,243.65
		7,009.68	7,360.16	7,728.17	8,114.58	8,520.30
		1,617.62	1,698.50	1,783.42	1,872.59	1,966.22
		40.44043	42.46246	44.58558	46.81486	49.15560

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4260	PLAN CHECK ENGINEER	133,362.24	139,862.68	146,688.13	153,854.89	161,379.98
		11,113.52	11,655.22	12,224.01	12,821.24	13,448.33
		2,564.66	2,689.67	2,820.93	2,958.75	3,103.46
		64.11646	67.24167	70.52314	73.96870	77.58653
4120	PLANNER, ASSISTANT	108,260.07	113,505.41	119,013.02	124,796.00	130,868.12
		9,021.67	9,458.78	9,917.75	10,399.67	10,905.68
		2,081.92	2,182.80	2,288.71	2,399.92	2,516.69
		52.04811	54.56991	57.21780	59.99808	62.91737
4121	PLANNER, ASSOCIATE	124,796.00	130,868.12	137,243.86	143,938.39	150,967.64
		10,399.67	10,905.68	11,436.99	11,994.87	12,580.64
		2,399.92	2,516.69	2,639.31	2,768.05	2,903.22
		59.99808	62.91737	65.98263	69.20115	72.58060
4122	PLANNER, SENIOR	130,868.15	137,243.88	143,938.41	150,967.66	158,348.38
		10,905.68	11,436.99	11,994.87	12,580.64	13,195.70
		2,516.70	2,639.31	2,768.05	2,903.22	3,045.16
		62.91738	65.98263	69.20116	72.58061	76.12903
4270	POLICE CLERK	72,820.08	76,293.40	79,940.42	83,769.79	87,790.59
		6,068.34	6,357.78	6,661.70	6,980.82	7,315.88
		1,400.39	1,467.18	1,537.32	1,610.96	1,688.28
		35.00965	36.67952	38.43289	40.27394	42.20701
4271	POLICE CLERK, SENIOR	76,293.49	79,940.49	83,769.86	87,790.67	92,012.55
		6,357.79	6,661.71	6,980.82	7,315.89	7,667.71
		1,467.18	1,537.32	1,610.96	1,688.28	1,769.47
		36.67956	38.43293	40.27397	42.20705	44.23680
4272	POLICE CLERK, SUPERVISING	89,921.31	94,249.70	98,794.51	103,566.59	108,577.24
		7,493.44	7,854.14	8,232.88	8,630.55	9,048.10
		1,729.26	1,812.49	1,899.89	1,991.67	2,088.02
		43.23140	45.31236	47.49736	49.79163	52.20060
4280	POLICE IDENTIFICATION TECHNICIAN	91,602.23	96,014.66	100,647.73	105,512.45	110,620.42
		7,633.52	8,001.22	8,387.31	8,792.70	9,218.37
		1,761.58	1,846.44	1,935.53	2,029.09	2,127.32
		44.03953	46.16089	48.38833	50.72714	53.18289
4290	PROPERTY AND EVIDENCE SPECIALIST	77,420.30	81,123.64	85,012.18	89,095.11	93,382.22
		6,451.69	6,760.30	7,084.35	7,424.59	7,781.85
		1,488.85	1,560.07	1,634.85	1,713.37	1,795.81
		37.22130	39.00175	40.87124	42.83419	44.89530
4291	PROPERTY AND EVIDENCE SPECIALIST, SUPERVISING	87,399.93	91,602.25	96,014.68	100,647.76	105,512.47
		7,283.33	7,633.52	8,001.22	8,387.31	8,792.71
		1,680.77	1,761.58	1,846.44	1,935.53	2,029.09
		42.01920	44.03954	46.16090	48.38835	50.72715
4300	PUBLIC SAFETY DISPATCHER*	96,606.90	101,437.25	106,509.11	111,834.57	117,426.29
		8,050.58	8,453.10	8,875.76	9,319.55	9,785.52
		1,857.83	1,950.72	2,048.25	2,150.66	2,258.20
		46.44563	48.76791	51.20630	53.76662	56.45495

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
4301	PUBLIC SAFETY	101,288.03	106,352.43	111,670.05	117,253.55	123,116.23
	DISPATCHER, SENIOR*	8,440.67	8,862.70	9,305.84	9,771.13	10,259.69
		1,947.85	2,045.24	2,147.50	2,254.88	2,367.62
		48.69617	51.13098	53.68752	56.37190	59.19050
4302	PUBLIC SAFETY	111,426.61	116,997.94	122,847.83	128,990.23	135,439.74
	DISPATCHER, SUPERVISING*	9,285.55	9,749.83	10,237.32	10,749.19	11,286.64
		2,142.82	2,249.96	2,362.46	2,480.58	2,604.61
		53.57048	56.24901	59.06146	62.01453	65.11526
4310	PURCHASING SPECIALIST,	94,387.29	99,064.42	103,975.41	109,131.95	114,546.31
	SUPERVISING	7,865.61	8,255.37	8,664.62	9,094.33	9,545.53
		1,815.14	1,905.09	1,999.53	2,098.69	2,202.81
		45.37850	47.62713	49.98818	52.46728	55.07034
4320	RECYCLING SPECIALIST	96,740.72	101,410.09	106,312.94	111,460.92	116,866.27
		8,061.73	8,450.84	8,859.41	9,288.41	9,738.86
		1,860.40	1,950.19	2,044.48	2,143.48	2,247.43
		46.50996	48.75485	51.11199	53.58698	56.18571
5081	TRAFFIC SIGNAL	83,755.52	87,943.30	92,340.47	96,957.49	101,805.37
	TECHNICIAN TRAINEE*	6,979.63	7,328.61	7,695.04	8,079.79	8,483.78
		1,610.68	1,691.22	1,775.78	1,864.57	1,957.80
		40.26708	42.28043	44.39446	46.61418	48.94489
5080	TRAFFIC SIGNAL	89,414.51	93,885.24	98,579.50	103,508.47	108,683.89
	TECHNICIAN*	7,451.21	7,823.77	8,214.96	8,625.71	9,056.99
		1,719.51	1,805.49	1,895.76	1,990.55	2,090.07
		42.98775	45.13713	47.39399	49.76369	52.25187
5082	TRAFFIC SIGNAL	97,711.38	102,596.95	107,726.80	113,113.14	118,768.80
	TECHNICIAN, SENIOR*	8,142.62	8,549.75	8,977.23	9,426.10	9,897.40
		1,879.07	1,973.02	2,071.67	2,175.25	2,284.02
		46.97663	49.32546	51.79173	54.38132	57.10038
4110	TRANSPORTATION	133,473.47	139,979.49	146,810.81	153,983.68	161,515.20
	ENGINEER, ASSOCIATE	11,122.79	11,664.96	12,234.23	12,831.97	13,459.60
		2,566.80	2,691.91	2,823.28	2,961.22	3,106.06
		64.16994	67.29783	70.58212	74.03062	77.65154
5150	WASTEWATER COLLECTIONS	66,588.13	69,917.54	73,413.42	77,084.09	80,938.29
	SYSTEMS TRAINEE*	5,549.01	5,826.46	6,117.79	6,423.67	6,744.86
		1,280.54	1,344.57	1,411.80	1,482.39	1,556.51
		32.01352	33.61420	35.29491	37.05966	38.91264
5151	WASTEWATER COLLECTIONS	76,576.35	80,405.17	84,425.43	88,646.70	93,079.03
	SYSTEMS WORKER I*	6,381.36	6,700.43	7,035.45	7,387.23	7,756.59
		1,472.62	1,546.25	1,623.57	1,704.74	1,789.98
		36.81555	38.65633	40.58915	42.61861	44.74953
5152	WASTEWATER COLLECTIONS	84,233.99	88,445.69	92,867.97	97,511.37	102,386.94
	SYSTEMS WORKER II*	7,019.50	7,370.47	7,739.00	8,125.95	8,532.25
		1,619.88	1,700.88	1,785.92	1,875.22	1,968.98
		40.49711	42.52197	44.64806	46.88047	49.22449

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5153	WASTEWATER COLLECTIONS	92,657.38	97,290.25	102,154.76	107,262.50	112,625.63
	SYSTEMS WORKER III*	7,721.45	8,107.52	8,512.90	8,938.54	9,385.47
		1,781.87	1,870.97	1,964.51	2,062.74	2,165.88
		44.54682	46.77416	49.11287	51.56851	54.14694
5160	WATER DISTRIBUTION	71,867.45	75,460.82	79,233.86	83,195.55	87,355.33
	OPERATOR TRAINEE*	5,988.95	6,288.40	6,602.82	6,932.96	7,279.61
		1,382.07	1,451.17	1,523.73	1,599.91	1,679.91
		34.55166	36.27924	38.09320	39.99786	41.99775
5161	WATER DISTRIBUTION	80,426.65	84,447.98	88,670.38	93,103.90	97,759.09
	OPERATOR I*	6,702.22	7,037.33	7,389.20	7,758.66	8,146.59
		1,546.67	1,624.00	1,705.20	1,790.46	1,879.98
		38.66666	40.59999	42.62999	44.76149	46.99956
5162	WATER DISTRIBUTION	92,064.41	96,667.63	101,501.01	106,576.06	111,904.87
	OPERATOR II*	7,672.03	8,055.64	8,458.42	8,881.34	9,325.41
		1,770.47	1,858.99	1,951.94	2,049.54	2,152.02
		44.26174	46.47482	48.79856	51.23849	53.80042
5163	WATER DISTRIBUTION	99,202.21	104,162.32	109,370.44	114,838.96	120,580.91
	OPERATOR III*	8,266.85	8,680.19	9,114.20	9,569.91	10,048.41
		1,907.73	2,003.12	2,103.28	2,208.44	2,318.86
		47.69337	50.07804	52.58194	55.21104	57.97159
5164	WATER DISTRIBUTION	104,161.67	109,369.75	114,838.24	120,580.15	126,609.16
	SENIOR OPERATOR*	8,680.14	9,114.15	9,569.85	10,048.35	10,550.76
		2,003.11	2,103.26	2,208.43	2,318.85	2,434.79
		50.07773	52.58161	55.21069	57.97123	60.86979
5165	WATER DISTRIBUTION	114,138.14	119,845.05	125,837.30	132,129.17	138,735.63
	SUPERVISING OPERATOR*	9,511.51	9,987.09	10,486.44	11,010.76	11,561.30
		2,194.96	2,304.71	2,419.95	2,540.95	2,667.99
		54.87411	57.61781	60.49870	63.52364	66.69982
5170	WATER RESOURCES	104,722.83	109,832.89	115,198.47	120,832.33	126,747.88
	COORDINATOR	8,726.90	9,152.74	9,599.87	10,069.36	10,562.32
		2,013.90	2,112.17	2,215.36	2,323.70	2,437.46
		50.34751	52.80427	55.38388	58.09247	60.93648
5171	WATER RESOURCES	113,734.33	119,421.05	125,392.10	131,661.70	138,244.78
	COORDINATOR - ELECTRICAL &	9,477.86	9,951.75	10,449.34	10,971.81	11,520.40
	INSTRUMENTATION	2,187.20	2,296.56	2,411.39	2,531.96	2,658.55
		54.67997	57.41397	60.28466	63.29889	66.46384
5172	WATER RESOURCES	115,447.61	121,219.99	127,280.99	133,645.04	140,327.29
	COORDINATOR -	9,620.63	10,101.67	10,606.75	11,137.09	11,693.94
	SOURCE CONTROL*	2,220.15	2,331.15	2,447.71	2,570.10	2,698.60
		55.50366	58.27884	61.19278	64.25242	67.46504
5173	WATER RESOURCES	112,594.10	118,223.80	124,134.99	130,341.74	136,858.83
	COORDINATOR -	9,382.84	9,851.98	10,344.58	10,861.81	11,404.90
	MAINTENANCE*	2,165.27	2,273.53	2,387.21	2,506.57	2,631.90
		54.13178	56.83837	59.68028	62.66430	65.79751

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5100	WR INSTRUMENT CONTROL TECHNICIAN	103,503.40	108,678.57	114,112.50	119,818.13	125,809.04
		8,625.28	9,056.55	9,509.38	9,984.84	10,484.09
		1,990.45	2,089.97	2,194.47	2,304.19	2,419.40
		49.76125	52.24931	54.86178	57.60487	60.48512
5110	WR LABORATORY TECHNICIAN*	96,802.84	101,642.98	106,725.13	112,061.39	117,664.46
		8,066.90	8,470.25	8,893.76	9,338.45	9,805.37
		1,861.59	1,954.67	2,052.41	2,155.03	2,262.78
		46.53983	48.86682	51.31016	53.87567	56.56945
5120	WR MECHANIC I*	95,143.69	99,900.87	104,895.91	110,140.71	115,647.75
		7,928.64	8,325.07	8,741.33	9,178.39	9,637.31
		1,829.69	1,921.17	2,017.23	2,118.09	2,224.00
		45.74216	48.02926	50.43073	52.95226	55.59988
5121	WR MECHANIC II*	107,232.48	112,594.10	118,223.80	124,134.99	130,341.74
		8,936.04	9,382.84	9,851.98	10,344.58	10,861.81
		2,062.16	2,165.27	2,273.53	2,387.21	2,506.57
		51.55408	54.13178	56.83837	59.68028	62.66430
5131	WR OPERATOR - GRADE I*	104,334.79	109,551.53	115,029.11	120,780.57	126,819.60
		8,694.57	9,129.29	9,585.76	10,065.05	10,568.30
		2,006.44	2,106.76	2,212.10	2,322.70	2,438.84
		50.16096	52.66900	55.30246	58.06758	60.97096
5132	WR OPERATOR - GRADE II*	109,551.53	115,029.11	120,780.57	126,819.60	133,160.58
		9,129.29	9,585.76	10,065.05	10,568.30	11,096.72
		2,106.76	2,212.10	2,322.70	2,438.84	2,560.78
		52.66900	55.30246	58.06758	60.97096	64.01951
5133	WR OPERATOR - GRADE III*	118,315.66	124,231.44	130,443.01	136,965.16	143,813.42
		9,859.64	10,352.62	10,870.25	11,413.76	11,984.45
		2,275.30	2,389.07	2,508.52	2,633.95	2,765.64
		56.88253	59.72665	62.71299	65.84863	69.14107
5130	WR OPERATOR - TRAINEE*	90,725.90	95,262.20	100,025.31	105,026.58	110,277.91
		7,560.49	7,938.52	8,335.44	8,752.22	9,189.83
		1,744.73	1,831.97	1,923.56	2,019.74	2,120.73
		43.61822	45.79913	48.08909	50.49355	53.01823
5134	WR SENIOR OPERATOR*	124,231.44	130,443.01	136,965.16	143,813.42	151,004.09
		10,352.62	10,870.25	11,413.76	11,984.45	12,583.67
		2,389.07	2,508.52	2,633.95	2,765.64	2,903.92
		59.72665	62.71299	65.84863	69.14107	72.59812
5141	WR SOURCE CONTROL INSPECTOR*	109,950.10	115,447.60	121,219.98	127,280.98	133,645.03
		9,162.51	9,620.63	10,101.67	10,606.75	11,137.09
		2,114.43	2,220.15	2,331.15	2,447.71	2,570.10
		52.86063	55.50365	58.27884	61.19278	64.25242
5140	WR SOURCE CONTROL TECHNICIAN	93,055.10	97,707.85	102,593.24	107,722.90	113,109.04
		7,754.59	8,142.32	8,549.44	8,976.91	9,425.75
		1,789.52	1,879.00	1,972.95	2,071.59	2,175.17
		44.73803	46.97493	49.32367	51.78986	54.37935

EXHIBIT A

CITY OF LIVERMORE
ASSOCIATION OF LIVERMORE EMPLOYEES
EFFECTIVE 10/06/2025

CLASS CODE	CLASSIFICATION	SALARY RANGE @ ANNUAL, MONTHLY, WEEKLY, HRLY RATES STEP A	STEP B	STEP C	STEP D	STEP E
5135	WR SUPERVISING OPERATOR*	137,721.92	144,608.02	151,838.42	159,430.34	167,401.86
		11,476.83	12,050.67	12,653.20	13,285.86	13,950.16
		2,648.50	2,780.92	2,919.97	3,065.97	3,219.27
		66.21246	69.52309	72.99924	76.64920	80.48166
4330	YOUTH SERVICES CASE COORDINATOR	92,600.60	97,230.63	102,092.16	107,196.77	112,556.61
		7,716.72	8,102.55	8,507.68	8,933.06	9,379.72
		1,780.78	1,869.82	1,963.31	2,061.48	2,164.55
		44.51952	46.74550	49.08277	51.53691	54.11375

*Received Market/Internal equity Adjustments

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			
2225	Water Resources Operations 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			
		$11,624.21	-	$14,530.26
2035	Assistant Finance Manager			
2120	Inspection & Neighborhood Preservation Manager			
2230	Water Resources Technical Programs Manager			

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	Library Manager**			
		$8,398.68	-	$10,498.35
2080	Deputy City Clerk			
2130	Management Analyst I			

*Internal Equity Adjustment effective 10/6/2025
**Retitled

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
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

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

CITY OF LIVERMORE
EXECUTIVE MANAGEMENT SALARY SCHEDULE
$15,314 - $28,657/month
Effective November 17, 2025

Class Code	Classification	Monthly Salary Range		
1235	Police Chief*	$22,925.22	-	$28,656.53
1200	Assistant City Manager	$20,637.22	-	$25,796.53
1220	Community Development Director	$18,761.11	-	$23,451.39
1215	Administrative Services Director	$18,303.52	-	$22,879.40
1240	Public Works Director	$18,303.52	-	$22,879.40
1225	Innovation & Economic Development Dir	$17,857.10	-	$22,321.37
1230	Library Services Director	$17,857.10	-	$22,321.37
1205	Deputy City Manager	$15,314.56	-	$19,143.20
1210	Deputy City Manager/City Clerk	$15,314.56	-	$19,143.20

*10% Salary Adjustment effective 07/14/2025

CITY OF LIVERMORE
APPOINTED MANAGEMENT

Class Code	Classification	Annual Salary	Effective
1000	City Manager	$392,895	11/17/2025
1100	City Attorney	$315,269	9/29/2025

CITY OF LIVERMORE
UNCLASSIFIED AND HOURLY SALARY SCHEDULE

Class Code	Classification	Hourly Salary Range	Effective Date
8200	Department Assistant	$16.90 - $30.00	12/29/25
8205	Field/Maintenance Aide	$16.90 - $30.00	12/29/25
8210	Law Clerk	$16.90 - $26.00	12/29/25
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	$16.90 - $20.00	12/29/25
8220	Police Cadet	$16.90 - $26.00	12/29/25
8225	Special Projects Coordinator	$20.00 - $100.00	12/20/21

CITY OF LIVERMORE
RETIRED ANNUITANTS

Class Code	Classification	Hourly Salary Range	Effective Date
8500	Retired Annuitant - Assistant City Engineer	$82.19 - $102.73	07/28/25
8505	Retired Annuitant - Senior Civil Engineer	$74.05 - $92.55	07/28/25
8510	Retired Annuitant - Associate Civil Engineer	$64.16 - $77.65	10/06/25
8515	Retired Annuitant - Planning Manager	$82.19 - $102.73	07/28/25
8525	Retired Annuitant - Senior Planner	$62.91 - $76.12	10/06/25
8520	Retired Annuitant - Associate Planner	$59.99 - $72.58	10/06/25
8530	Retired Annuitant - Police Officer	$61.01 - $74.15	07/28/25
8535	Retired Annuitant - Public Safety Dispatcher	$46.44 - $56.45	10/06/25
8540	Retired Annuitant - Senior Management Analyst	$63.75 - $79.68	07/28/25
8545	Retired Annuitant - Senior Human Resources Analyst	$63.75 - $79.68	07/28/25
8550	Retired Annuitant - Public Works Supervisor	$61.37 - $76.71	07/28/25
8555	Retired Annuitant - Management Analyst II	$59.58 - $74.47	07/28/25
8560	Retired Annuitant - Administrative Clerk I	$31.89 - $38.41	10/06/25
8565	Retired Annuitant - Library Clerk	$31.89 - $38.41	10/06/25

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.1**

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: **THIS PREVIOUSLY NOTICED ITEM HAS BEEN CONTINUED TO THE NOVEMBER 24, 2025 CITY COUNCIL MEETING**
Hearing to consider a request to approve a Planned Development (PD) 25-001, Subdivision (SUB) 20-004, and Site Plan Design Review (SPDR) 21-001 to allow a two-story, attached, 13-unit multi-family, townhome-style development located at 3541 East Avenue.

RECOMMENDED ACTION

Planning Commission and staff recommend the City Council:

1. Adopt a resolution finding the project is Categorically Exempt under the provisions of the California Environmental Quality Act (CEQA) per Section 15332, In-Fill Projects, and Direct the Planning Manager to file a Notice of Exemption in accordance with the provisions of CEQA, subject to project approval;
2. Adopt a resolution approving Subdivision (SUB) 20-004 and Site Plan Design Review (SPDR) 21-001 for the development located at 3541 East Avenue; and
3. **Introduce an ordinance** and waive the first reading authorizing Planned Development (PD) 25-001.

DECISION TYPE

Legislative

SUMMARY

The applicant proposes to demolish an existing single-family home and develop the approximately 0.62-acre site with 13 attached two-story townhouse style units and one attached Accessory Dwelling Unit (ADU). The project will consist of all rental units that would be grouped on one lot. The project will include one unit for rent to a very low-income (50 percent of Area Median Income) household consistent with the City's inclusionary affordable housing policies.

The project site is located at the southeast corner of East Avenue and Dolores Street (see Attachment 3

- Location Map). The project provides two garage parking spaces per unit and four uncovered onsite guest spaces, including one van-accessible space. Approximately 50 percent of the on-site landscaping will include California native plants with a total of 22 trees planted around the site.

The proposed project includes the following entitlements:

- Planned Development (PD) 25-001 would establish new residential development standards based on the T4 Neighborhood (T4N) and replace the existing default Planned Development zone.

- Subdivision (SUB) 20-004 (Tentative Parcel Map 11527) would merge the existing two parcels into one parcel and secure public improvements, including a $50,000 contribution for intersection improvements.

- Site Plan Design Review (SPDR) 21-001 would ensure the architecture and landscape design of the project complies with the City's Design Standards and Guidelines (DSG).

DISCUSSION

PROJECT SITE CONTEXT

The site is surrounded by existing residential development, including single-family development to the east and west, multi-family to the south, and a mix of single and multi-family residential to the north. The applicant proposes to combine the two parcels into one single parcel. The project site is approximately one mile away from Downtown Livermore, located near multiple public transit stops, and has access to public services and utilities. The Planning Commission staff report summarizes the existing and surrounding land uses (see Attachment 1).

PROJECT DESCRIPTION AND STAFF ANALYSIS

General Plan

The General Plan designation for the subject site is Urban High Residential (UH-2). The UH-2 designation allows a density range of 8 to 14 units per acre and is seen in the central and outlying areas of the City. Townhouses and duplex housing types are common under this designation. The General Plan allows residential density to be based on a district-wide basis (Livermore General Plan Land Use Element, p. 3-10). The current density of the surrounding neighborhood is 12.7 units per acre. The proposed project will increase density in this area to approximately 13 units per acre. Thus, district-wide density will remain within the permitted density range of the UH-2 designation.

Zoning

The project site is currently zoned Planned Development (PD), which requires the project adhere to default residential zoning standards or adopt a development-specific Planned Development District tailored to the site. Generally, a Planned Development District is intended for development projects that require more flexible development standards that allow the project to address site constraints in a manner that could not be achieved in a conventional zone. A Planned Development zone must conform to the requirements of the General Plan.

Multifamily development of 14 units or less under the PD zone is required to conform to either the Multiple Family Residential (MFR) or T4 Neighborhood (T4N) Zone, whichever is closest to the project density. The proposed project most closely aligns with the T4N Zone, making it the default zone for the project.

The proposed PD standards are compatible with the surrounding residential neighborhoods. The proposed standards maintain a cohesive transition between the existing residential neighborhood and the project site through site planning, use of setbacks and separations, design features, and landscape design. The PD prescribes precise frontage design types, setbacks, building height and width maximums for the townhome style buildings. This eliminates the possibility to expand the townhomes through building additions (building additions are uncommon for townhome projects).

The proposed PD standards differ from three T4N zoning standards. The proposed variations are described below:

- The T4N zone limits building height to 35 feet within the front 90 feet of the property (measured from the East Avenue right-of-way) and to 24 feet in height beyond 90 feet. The 24-foot height limit applies to the southeast corner of unit 8 which is approximately 28 feet in height. Unit 8 exceeds the 24 foot maximum height limit at the rear of the lot. The proposed PD would allow the 35-foot height limit to extend back to accommodate the height of unit 8.

- The project includes porches and stoops which are a required frontage type in the T4N zone. The porches are required to provide a minimum depth of eight feet. The T4N zone allows a maximum encroachment of five feet into the setback for a porch or a stoop. The second variation would allow the proposed porches along Dolores Street and East Avenue to encroach eight feet into the setback. The encroachment will allow the project to meet the minimum porch depth and provide usable private open space.

- The Townhouse Building Type (LDC section 5.01.090) limits the width of the main building body for each unit to 36 feet. Units 1 through 12 comply with this standard but Unit 13, which includes an ADU, is 44 feet wide and exceeds the maximum allowed building width. The third variation removes the unit width limitation.

Staff supports the requested variations. The rectangularly shaped corner lot makes it difficult to construct a building at the rear of the lot and comply with the T4N rear lot height standard. Furthermore, the southern edge of the property adjoins landscape and a private circulation driveway for the residential community to the south.

An eight-foot encroachment into the setback is desirable along Dolores Street and East Avenue to meet the minimum porch depth requirement per the Development Code (LDC section 4.03.050). The encroachments allow each street-facing unit to have a usable porch. The porches also add detailing and human scale to the architecture while maintaining a five-foot minimum setback to accommodate landscape.

The excess building width for unit 13 allows the construction of an ADU and provides additional housing. The PD allows development flexibility and permits the requested variations.

Additional Design Features

For each proposed variation from the default zoning, the Livermore Development Code (LDC section 3.04.030.J.1) requires Residential Planned Developments to provide an added design feature that is proportional to the degree of variation from the default zoning. The City only considers a design feature that exceeds what is otherwise required by the City or by the California Environmental Quality Act (CEQA). Examples include:

- Public features not generally available in the neighborhood of a standard zoning district
- Provision of public, neighborhood amenities
- Diversification of building sizes and types, increased landscaping, or extraordinary architecture

The proposed project meets the Planned Development design feature requirements. The project includes increased landscaping on-site of which approximately 50% are native to California. The proposed architecture is of high quality and incorporates design features as recommended by the Design Standards and Guidelines.

SUBDIVISION

The project entitlements include a Tentative Parcel Map to combine the two individual parcels into one parcel in conformance with Part 10 of the Livermore Development Code (Government Code and the Subdivision Map Act, by reference). The purpose of the City's subdivision ordinance is to regulate the division of land consistent with the Livermore General Plan and facilitate orderly development of the community. The applicant is the owner of both parcels. A parcel line between the two parcels will be removed to merge the lots.

The development would increase the need for public utilities that would be maintained by the City. However, the site has access to public utilities, including water and sewer. Furthermore, the project would be required to pay for the increase in public services at the time of Building Permit issuance and through user fees.

Site access from Dolores Street was evaluated by the Livermore Pleasanton Fire Department, Livermore Sanitation, and the Engineering Division for conformance with the applicable standards and deemed adequate to maintain health and safety.

The East Avenue Corridor Project and the Active Transportation Plan (ATP) describe the future improvements to the intersection of East Avenue and Dolores Street, including bulb-outs and medians, permanent traffic-calming measures, and bike and pedestrian improvements. In accordance with the ATP, these improvements are installed in conjunction with development projects. The applicant will contribute $50,000 towards these improvements representing its fair share of the improvements required by the East Avenue Corridor Project, which contribution will be due prior to Final Map approval. This figure is based on the project's linear foot frontage to the East Avenue Corridor Project, which in total is estimated to cost $3.45 million.

SITE PLAN DESIGN REVIEW

Site Plan and Design Review (SPDR) 21-001 evaluates the development's site layout, building architecture, and landscape design. The site plan uses the site efficiently and creates an active

streetscape that relates well to the pedestrian walkways and adjacent buildings. The development includes two main buildings oriented to provide appropriate spacing and positioning to promote pedestrian connectivity, maintain privacy and use the site efficiently. The building facing Dolores Street displays strong design character and is visually compatible with the existing development to the south.

The characteristics of the development such as height, massing, setbacks, materials, and architectural style improve and complement the surrounding area. The project design enhances the views for the public from East Avenue and Dolores Street. Units 1 through 8 have access to usable private open space in their back yards along the eastern edge of the site. Units 9 through 13 have front yards and usable front porches. The individual garages are accessed by a common drive aisle located behind the residential structures that face the public street. This achieves the Design Guidelines goal of minimizing views of garages (DSG, Residential Standards, p.128).

The proposed architecture and materials reflect traditional architecture prevalent in the older sections of Livermore, south of downtown. Materials include traditional horizontal lap siding and stucco, wood posts, and a combination of stone and brick wainscoting. The building forms employ a variation of façade articulation to distinguish the attached dwelling units from one and other. In addition, the architecture wraps façade treatments to the street facing sides of the buildings which creates an inviting presence. The project includes appropriate site planning, building massing, vertical and horizontal articulation, the use of conventional elements and materials, and neutral color palettes that are consistent with the Residential Design Standards and Guidelines (DSG pgs. 129 -130, 133, 140).

The landscape design creates an inviting streetscape that enhances the neighborhood. The landscape plan provides a hierarchy of plantings with a variety of low to medium water usage trees, shrubs and groundcover consistent with the Design Standards and Guidelines and the Water Efficient Landscape Ordinance. Two existing trees at the northwest corner of the site will be removed and approximately 22 trees of various species would be distributed throughout the development. Approximately 50% of the plant material is native to California.

Parking and Traffic

Parking is provided in attached garages consistent with the Livermore Development Code (Chapter 4.04: Parking Standards) at a ratio of two required parking spaces per unit, plus one guest space for every four units. The project provides three guest spaces near the driveway entrance and one van-accessible ADA space at the end of the drive aisle. A condition of approval would require a red curb and installation of a "No Parking" sign along Dolores Street to allow future traffic calming improvements.

TJKM Consultants prepared a transportation assessment for the project (see Attachment 6). The assessment includes a trip generation and vehicles miles traveled (VMT) analysis in addition to an on-site circulation and access evaluation. The assessment concludes that the project will generate 88 average daily trips during a typical weekday which is below the VMT screening threshold of 110 daily trips. Therefore, the project does not require a VMT analysis. The project will generate 6 trips in the morning peak hours between 7 a.m. to 9 a.m. and 7 trips in the evening peak hours of 4 p.m. to 6 p.m. Additionally, the assessment concludes the on-site circulation and site access is adequate for the project.

Public Art

Pursuant to Livermore Municipal Code section 12.51, residential development projects are required to provide (or fund) public art in a manner that benefits the public and contributes to the public's understanding, enjoyment and experience of cultural diversity. The applicant proposes to pay the in-lieu fee established by the Municipal Code to satisfy the public art requirement.

Solid Waste

Each unit will have containers for trash, recycling, and green waste. Each unit has an attached garage where the containers will be stored. The containers will be collected from the internal drive aisle. Livermore Sanitation reviewed and approved the site layout.

Affordable Housing

The applicant proposes to rent all 13 units in the development. The applicant would be required to enter into an affordable housing agreement that will be recorded on the property. The agreement will identify one unit as affordable to a very low-income household (50 percent of Area Median Income).

ENVIORNMENTAL DETERMINATION

Section 15332 of the California Environmental Quality Act (CEQA) Guidelines exempts in-fill development projects in urbanized areas. The exemption applies to the proposed project. Additional analysis is provided in the Planning Commission staff report (see Attachment 1).

PLANNING COMMISSION

On June 17, 2025, the Planning Commission reviewed the proposed project and recommended approval to the City Council with a 4-1 vote. No public comments were received at the meeting.

During the meeting, the Commission discussed a recommendation to require dedication of right-of-way (ROW) along the project frontage on East Avenue to accommodate a future bike lane as part of the Active Transportation Plan (ATP). However, the ATP has not established a project-level design to identify specific ROW needs for bike lane construction on East Avenue. Consequently, the City does not have a nexus to require the dedication. Right-of-way dedications are typically guided by an adopted implementation plan; however, the East Avenue Corridor Study does not yet have an implementation plan for on-street bicycle lanes.

Staff is currently evaluating multiple options for installing bike lanes on East Avenue as part of the East Avenue Corridor Study. Public outreach conducted during the study revealed no community consensus on a preferred design. The outreach process did not include ROW acquisition as an option. Additionally, requiring ROW from the project would further impact building placement, proposed porch setbacks resulting in the removal of a significant amount of landscaping, and could negatively affect the pedestrian environment.

Implementation of the first phase of the East Avenue Corridor ATP Implementation, (CIP TB202222 - Pedestrian Bulb Outs & Bike Boulevard Improvements) includes bike and pedestrian improvements at key intersections based on the pilot project, and implementation of a bike boulevard that traverses east and west in the neighborhoods north of East Avenue. The intersection improvements and bike boulevard are scheduled to start construction in summer 2026. The ATP is expected to be updated following

completion of the General Plan.

PUBLIC COMMENT

Staff received three public comments for the project (see Attachment 7).

FISCAL IMPACTS AND ADMINISTRATIVE IMPACTS

Staff time allocated to land use entitlement review are offset by required entitlement application fees. The incremental increase in demand for water, sewer, and stormwater services will be offset by required impact fees and utility connection fees. Consistent with Livermore's practice, onsite water and sewer lines would be maintained by the City and Cal Water, which would be covered by user fees. In addition, the project will contribute $50,000 towards future intersection improvements at East Avenue and Dolores Street. The project, therefore, will have no significant fiscal or administrative impacts.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL:

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

GUIDING DOCUMENTS:

Livermore General Plan, Livermore Development Code, and Design Standards and Guidelines.

ATTACHMENTS

1. Planning Commission Staff Report
2. Planning Commission Meeting Minutes
3. Location Map
4. Development Plans
5. Colors and Materials Board
6. Traffic Assessment
7. Public Comments
8. Resolution - CEQA
9. Exhibit A - Planning Commission CEQA Resolution
10. Resolution - Project
11. Exhibit A - Planning Commission Project Resolution
12. Exhibit B - Conditions of Approval
13. Ordinance
14. Exhibit A - Planning Commission PD Resolution
15. Exhibit B - Planned Development (PD) 25-001

Prepared by: Kam Purewal
Associate Planner

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 17, 2025

TO: Chairperson and Members of the Planning Commission

FROM: Steve Riley, Planning Manager

SUBJECT: Hearing to consider a request to approve a Planned Development (PD) 25-001, Subdivision (SUB) 20-004, and Site Plan Design Review (SPDR) 21-001 to allow a two-story, attached, 13-unit multi-family, townhome-style development. The project will consist of all rental units that would be grouped on one lot. The units will consist of either three or four bedrooms and range in size from 1,400 to 1,900 square feet per unit. Each unit will have an attached two-car garage. The project will reconstruct the curb, gutter, and sidewalk along the project frontages (East Avenue and Dolores Street), underground all utilities, and construct a new shared driveway to access the site from Dolores Street.

RECOMMENDED ACTION

Staff recommends the Planning Commission adopt resolutions recommending the City Council:

1. Find the project is Categorically Exempt under the provisions of the California Environmental Quality Act (CEQA) per Section 15332, In-Fill Projects, and Direct the Planning Manager to file a Notice of Exemption in accordance with the provisions of CEQA, subject to project approval; and
2. Approve Subdivision (SUB) 20-004 and Site Plan Design Review (SPDR) 21-001; and
3. Adopt an Ordinance authorizing Planned Development (PD) 25-001

DECISION TYPE

SUMMARY

The applicant proposes to demolish the existing single-family home and develop the approximately 0.62-acre site with 13 attached two-story townhouse units and one attached Accessory Dwelling Unit (ADU). The project will consist of all rental units that would be grouped on one lot. The proposal includes a traditional architectural style adapted to the townhome product type. Unit sizes range from approximately 1,400 square feet to approximately 1,900 square feet with the option of three or four bedrooms. Each unit will have an attached two-car garage. The project will include one unit for rent to a very low-income (50% of Area Median Income) household.

The project site is located at the southeast corner of East Avenue and Dolores Street (see Attachment 1

- Location Map). Four guest parking spaces, including one accessible space, would be located on-site. Approximately 50 percent of the on-site landscaping will include California native plants with a total of 22 trees planted around the site including a variety of shrubs, grasses, perennials, succulents, and subshrubs.

The applicant will reconstruct the curb, gutter, and sidewalk along the project frontages (East Avenue and Dolores Street), construct a new driveway to provide access to the site from Dolores Street, and underground all electric and communication lines along the project frontage.

The applicant has agreed to contribute $50,000 towards intersection improvements at East Avenue and Dolores Street. The Engineering Division is working on multiple active and planned Capital Improvement Projects (CIP) along East Avenue. The contribution could be used for corridor improvements such as permanent traffic calming measures or bike and pedestrian enhancements. The improvements will be completed at a later date as part of a CIP.

The proposed project includes the following entitlements:

- Planned Development - Residential (PD) 25-001 would establish new residential development standards based on the T4 Neighborhood (T4N) and replace the existing default Planned Development zone.
- Subdivision (SUB) 20-004 (Tentative Parcel Map 11527) would merge the existing two parcels into one parcel, establish property lines and site layout, and secure associated public improvements.
- Site Plan Design Review (SPDR) 21-001 would ensure the architecture and landscape design of the project complies with the City's Design Standards and Guidelines (DSG).

DISCUSSION

PROJECT SITE CONTEXT

The project site is generally flat and consists of two legal parcels. The applicant proposes to combine the two parcels into one single parcel. An existing single-family home is located on the property including several recreational vehicles and a storage container. The existing house will be demolished, and the recreation vehicles and storage container will be removed from the site.

The site is surrounded by existing residential development, including single-family development to the east and west, multi-family to the south, and a mix of single and multi-family residential to the north. The project site is approximately one mile away from Downtown Livermore, located near multiple public transit stops, and has access to public services and utilities. Table 1: summarizes the existing and surrounding land uses.

Table 1

	General Plan Designation	**Zoning Designation**	**Existing Land Use**
North	Urban High Residential (UH-2)	Suburban Multiple Residential (RG) Zone	Single/ Multifamily Residential

South	Urban High Residential (UH-2)	Planned Unit Development (PUD) 116-78	Multifamily Residential
East	Urban High Residential (UH-2)	Planned Development (PD)	Single Family Residential
West	Urban Medium High Residential (UMH)	Residential Low Density (RL) Zone	Single Family Residential
Subject Site	Urban High Residential (UH-2)	Planned Development (PD)	Single Family Residential

PROJECT DESCRIPTION AND STAFF ANALYSIS

General Plan

The General Plan designation for the subject site is Urban High Residential (UH-2). The Urban High Residential designation accommodates the highest range of residential densities in the City. It allows a density range of 8 to 14 units per acre and is seen in the central and outlying areas of the City. Townhouses and duplex housing types are common under this designation. The General Plan allows residential density to be based on a district-wide basis (Livermore General Plan Land Use Element, p. 3-10). The current density of the surrounding neighborhood is 12.7 units per acre. The proposed project will increase density in this area to approximately 13 units per acre. Thus, district-wide density will remain within the permitted density range of the UH-2 designation.

Zoning

The project site is currently zoned Planned Development (PD), which requires the project adhere to default residential zoning standards or adopt a development-specific Planned Development District tailored to the site. Generally, a Planned Development District is intended for development projects that require more flexible development standards that allow the project to address site constraints in a manner that could not be achieved in a conventional zone. A Planned Development zone must conform to the requirements of the General Plan.

Multifamily development of 14 units or less under the PD zone is required to conform to either the Multiple Family Residential (MFR) or T4 Neighborhood (T4N) Zone, whichever is closest to the project density. The proposed project most closely aligns with the T4N Zone, making it the default zone for the project.

The proposed PD standards for the project are compatible with the surrounding residential neighborhoods and conform to the size and shape of the site. The proposed standards maintain a cohesive transition between the existing residential neighborhood and the project site through site planning, use of setbacks and separations, design features, and landscape design. The PD prescribes precise frontage design types, setbacks, and building height and width maximums for the townhome style buildings. This eliminates the possibility to expand the townhomes through building additions (building additions are uncommon for townhome projects).

The proposed PD standards differ from three T4N zoning standards. The proposed variations are described below:

1. The T4N zone limits building height to 35 feet within the front 90 feet of the property (measured from the East Avenue right-of-way) and to 24 feet in height beyond 90 feet. The 24-foot height limit applies to the southeast corner of unit 8 which is approximately 28' in height. Unit 8 exceeds the 24 foot maximum height limit at the rear of the lot. The proposed PD would allow the 35-foot height limit to extend back to accommodate the additional building height but complies with the overall maximum height limit of 35 feet to accommodate unit 8.
2. The project includes porches and stoops which are a required frontage type in the T4N zone. The T4N zone allows a maximum encroachment of 5 feet into the required setback for a porch or a stoop. The second variation would allow the proposed porches along Dolores Street and East Ave to encroach 8 feet into the setback. The encroachment will allow the project to meet the required minimum porch depth of 8 feet and provide usable yard and open space within the required setback. All porches will maintain the minimum required setback of five feet.
3. The Townhouse Building Type (LDC 5.01.090) limits the width of the main building body for each unit to 36 feet. Units 1 through 12 comply with this standard but Units 13, which includes an ADU, is 44 feet wide and exceeds the maximum allowed building width. The third variation removes the unit width requirement.

Staff supports the requested variations. The rectangularly shaped corner lot makes it difficult to construct a building at the rear of the lot and comply with the T4N rear lot height standard. Furthermore, the southern edge of the property adjoins landscape and a private circulation driveway for the residential community to the south.

An eight-foot encroachment into the setback is desirable along Dolores Street and East Avenue to meet the minimum porch depth requirement per the Development Code (LDC 4.03.050). The encroachments allow each street-facing unit to have a usable porch. The porches also add detailing and human scale to the architecture while maintaining a five-foot minimum setback to accommodate landscape.

The excess building width for unit 13 allows the construction of an ADU and provides additional housing. The PD allows development flexibility and permits the requested variations. The following standards apply to this project:

	Allowed in T4N Zoning	**Proposed**	**Complies with T4N Zone**
Front Setback (East Ave)	15' min. 30' max.	15'	Yes
Street Side (Dolores St.)	10' min. 15' max.	13'	Yes
Building Height	35' max. 24' max, 1.5 stories beyond 90 ft of front property line	28' overall, two stories	No - Unit 8 exceeds the 24' max, but proposed PD will allow up to 35 feet to address this issue.

Building Width (per unit)	18' min. 36' max	• (Units 1 to 8) ◦ width 23' • (Units 9 to 12) ◦ width 28'-8" • (Unit 13) ◦ width 44' (includes ADU)	Units 1 through 12 do comply. No - Unit 13 exceeds the max width, but proposed PD will allow up to 44' to address this issue.
Open Space/ Yard Area (per unit)	100 sf/ unit min.	• (Unit 1) ◦ 173 sf open space in rear yard; front porch area 166 sf • (Units 2 to 7) ◦ open space 173 sf in rear yard; • (Unit 8) ◦ 462 sf yard/ porch area within side street setback; • (Unit 9) ◦ 240 sf yard/ porch area within side street setback; • (Units 10 to 12) ◦ 115 sf yard/ porch area within side street setback • (Unit 13) ◦ 110 sf yard/ porch area ◦ (ADU) 104 sf open space area	Yes

For each proposed variation from the default zoning, the Livermore Development Code (LDC 3.04.030.J.1) requires Residential Planned Developments to provide an added design feature that is proportional to the degree of variation from the default zoning. The City only considers a design feature that exceeds what is otherwise required by the City or by the California Environmental Quality Act (CEQA). Examples include:

- Public features not generally available in the neighborhood of a standard zoning district
- Provision of public, neighborhood amenities
- Diversification of building sizes and types, increased landscaping, or extraordinary architecture

The proposed project meets the Planned Development design feature requirements. The project includes increased landscaping on-site of which approximately 50% are native to California. The proposed architecture is of high quality and incorporates design features as recommended by the Design Standards and Guidelines. Additionally, the applicant has agreed to provide a monetary contribution of $50,000 for intersection improvements for the benefit of the public.

SUBDIVISION

The project entitlements include a Tentative Parcel Map to combine the two individual parcels into one parcel in conformance with Part 10 of the Livermore Development Code (and Government Code and the Subdivision Map Act, by reference). The purpose of the City's subdivision ordinance is to regulate the division of land consistent with the Livermore General Plan and facilitate orderly development of the community. The applicant is the owner of both parcels. A parcel line between the two parcels will be removed to merge the lot.

The lot layout and configuration establish the footprint size of the two buildings and enable clustering consistent with the intent of the Planned Development District. The project has access to public utilities including water and sewer. The development would increase the need for public utilities that would be maintained by the City. The project would be required to pay for the increase in public services at the time of Building Permit issuance and through user fees. Site Access (ingress and egress) from Dolores Street was evaluated by the Livermore Pleasanton Fire Department, Livermore Sanitation, and the Engineering Division for conformance with the applicable standards and deemed adequate to maintain health and safety.

SITE PLAN DESIGN REVIEW

Site Plan and Design Review (SPDR) 21-001 proposes the development's site layout, landscape design, and building architecture.

Site Plan

The site plan establishes efficient building orientation and logically relates to the street, pedestrian walkways, and adjacent buildings. The development includes two main buildings oriented to provide appropriate spacing and positioning to promote pedestrian connectivity, maintain privacy and use the site efficiently. The building facing Dolores Street displays strong design character and is visually compatible with the existing development to the south. The characteristics of the development such as height, massing, setbacks, materials and architectural style improve and complement the surrounding area. The project design enhances the views for the public from East Avenue and Dolores Street.

Units 1 through 8 have access to usable private open space in their back yards along the eastern edge of the site. Units 9 through 13 have front yards and usable front porches. The Design Standard and Guidelines (p.128) encourage small-lot development building entries to be located on the front facade and have direct access to a sidewalk. The project meets the intent of this standard with porches and

entries facing a public street.

The individual garages are accessed by a common drive aisle located behind the residential structures that face the public street. This achieves the Design Guidelines goal of minimizing views of garages (DSG, Residential Standards, p.128). The proposed site plan achieves the following overall goals for residential design set forth in the Livermore Residential Design Standards and Guidelines (p.120):

- Provide high quality housing for all sectors of the housing market
    - Response: The project provides high quality townhome-style rental units with floor plans and sizes that will diversify the mix of housing types and densities of the surrounding area and accommodate the diverse demands of the housing market.
- Decrease the visual prominence of the automobile and related facilities, such as streets and parking areas, in residential neighborhoods.
    - Response: The project provides attached garages for each unit that are accessed via a shared drive aisle. The internal drive aisle is located behind the row of townhomes fronting along Dolores Street.
- Encourage a harmonious development pattern that respects and responds to the character of the surrounding built and natural environments
    - Response: The development would be appropriately setback from the existing residential developments to the east and south.

Architecture

The proposed architecture and materials reflect traditional architecture prevalent in the older sections of Livermore, south of downtown. They include cross-gabled roof forms and individual porch elements for each unit. Materials include traditional horizontal lap siding and stucco, wood posts, and a combination of stone and brick wainscoting. All doors and windows are wrapped in wood trim which gives them a shadowed, recessed definition. Finally, gabled façades are further detailed with faux vents and knee braces. The building forms employ a variation of façade articulation to distinguish the attached dwelling units from one and other. In addition, the architecture wraps façade treatments to the street facing sides of the buildings which creates an inviting presence. These architectural features and the articulation reduce the massing and create a human scale. The project includes appropriate site planning, building massing, vertical and horizontal articulation, the use of conventional elements and materials, and neutral color palettes that conform with the Residential Design Standards and Guidelines (DSG pgs. 129 -130, 133, 140):

- Guidelines C.1.1.2. Building massing should be varied by employing a variety of techniques, such as recessed porches, bay windows, dormers and varying planes or setbacks. As appropriate to the style of the house, the roof forms should be varied. Roof forms to be employed include hipped roofs, gabled roofs, varying roof pitches, side-to-side gables, front-to-back gables or various combinations.

- Guideline C.1.1.3. Façade components should correspond to the scale of the human form. This is accomplished by visually breaking up façades into smaller components with elements such as windows, wall insets, balconies, ledges and trim and by stepping back upper stories.

- Standard C.3.1.1. Façades shall be designed to include entries, porches and other architectural elements that relate to the human scale.

- Standard C.8.1.1 The form, color and texture of the roof should be an integral part of the building design and compatible with both the natural and built settings.

- Standard C.8.1.2 Roofline variations may be used to demarcate primary building entrances.

Building fronts and entrances break down the mass of the structure consistent with the Design Standards and Guidelines. Windows are generally vertical and related in design, recessed or framed, to add relief and further articulate the wall plane.

- Standard C.4.1.2 Windows shall be used as architectural elements that add relief to the façade and wall surface.

- Guideline C.4.1.5 Windows should be vertically oriented, in order to relate to the human form, unless horizontal windows are appropriate to the style, or are necessary in the particular application.

- Standard C.1.2.8 Accentuating the ground floor of the building by making it thicker or more substantial visually than upper stories.

The project style utilizes a distinct and a varied palette of materials including brick, stone, stucco, and lap siding. The proposed colors vary in tone, ranging from light, medium and darker earth tones. The color scheme is compatible with each other and the project setting in conformance with the City's Design Guidelines (DSG p140):

- Guideline C.7.1.1. Exterior building colors should be compatible with the surrounding neighborhood setting and should be in keeping with the geographic and climatic conditions specific to Livermore.

- Guideline C.7.1.2. Accent colors should be used to enhance details such as trim.

Front Porches

In the Transect Zones, the townhouse building type is required to have either a porch or stoop frontage treatment. The project provides porches on all street-facing units and stoops on all units that face the internal driveway. The front porches comply with the required frontage standards. The PD provides flexibility by allowing an eight-foot encroachment into the setback to comply with the required minimum width and depth for porches.

Parking and Traffic

Parking is provided in attached garages consistent with the Livermore Development Code (Chapter 4.04:

Parking Standards) at a ratio of two required parking spaces per unit, plus one guest space for every four units for multiple family residential projects. The project provides two stalls per unit for a total of 26 spaces (the total minimum required). The project provides three guest spaces near the driveway entrance and one van-accessible ADA space at the end of the drive aisle. A condition of approval would require a red curb and installation of a "No Parking" sign along Dolores Street to allow future traffic calming improvements.

TJKM Consultants prepared a transportation assessment for the project (see Attachment 4). The assessment includes a trip generation and vehicles miles traveled (VMT) analysis in addition to an on-site circulation and access evaluation. The assessment concludes that the project will generate 88 average daily trips during a typical weekday which is below the VMT screening threshold of 110 daily trips. Therefore, the project does not require a VMT analysis. The project will generate 6 trips in the morning peak hours between 7 a.m. to 9 a.m. and 7 trips in the evening peak hours of 4 p.m. to 6 p.m. Additionally, the assessment concludes the on-site circulation and site access is adequate for the project.

Landscape

The landscape design creates an inviting presence and includes elements that contribute positively to the neighborhood. The landscape plan provides a hierarchy of plantings with a variety of low to medium water usage trees, shrubs and groundcover consistent with the Design Standards and Guidelines. Two existing tree at the corner of the intersection will be removed and approximately 22 trees of various species would be distributed throughout the development including: red maple, western redbud, desert willow, Catalina ironwood, and dwarf Italian cypress. Shrubs, grasses, and groundcovers include a variety of manzanita, sage, moor grass, and westringia. Most of the proposed plant palette consists of low or medium water usage species consistent with the Water Efficiency Landscape Ordinance (Livermore Municipal Code 13.25).

The proposed street trees will be Red Maple and Catalina Ironwood on East Avenue and Ginkgo Tree on Dolores Street. These trees provide shade and are appropriate as street trees with a broad canopy range between 20-35 feet. Per the Design Standards and Guidelines (section 6.D.1.4.1.b) the street trees will be minimum 24-inch box.

Public Art

Pursuant to Livermore Municipal Code section 12.51, residential development projects are required to provide public art in a manner that benefits the public and contributes to the public’s understanding, enjoyment and experience of cultural diversity. Typically, development projects are encouraged to integrate art into the site plan and landscape design. At this time the applicant is proposing to pay the in-lieu fee established by the Municipal Code to satisfy the public art requirement. In-Lieu Fees are used by the Arts Commission to contract, design, and install various forms of art across the city in prominent locations for the broader community to enjoy.

Solid Waste

Each unit will have containers for trash, recycling, and green waste. Each unit has an attached garage where the containers will be stored. The containers will be collected from the internal drive aisle.

Livermore Sanitation reviewed and approved the site layout.

AFFORDABLE HOUSING

The applicant proposes to rent all 13 units in the development. The applicant would be required to enter into an affordable housing agreement that will be recorded on the property with the following conditions of approval.

a. If the developer owns and rents all units in the project, then one (1) unit shall be reserved for rent to a very low-income (50% of Area Median Income) household at the City's affordable rent limit for that unit, subject to the City's marketing, leasing and property management requirements for Below Market Rate rentals.
b. The affordability restrictions will be secured through a regulatory agreement between the City and the developer recorded on the property.
c. If any of the units in the project are sold or transferred, then the project will be subject to the City's for-sale affordability requirement of 1.95 units. One unit shall be restricted for sale to a low-income (80% of Area Median Income) household at the City's affordable for-sale price and the remaining fractional unit (.95) shall be paid through the in-lieu fee per the Affordable Housing Ordinance

ENVIORNMENTAL DETERMINATION

Section 15332 of the California Environmental Quality Act (CEQA) Guidelines exempts in-fill development projects in urbanized areas if they meet certain requirements. In-fill projects that are consistent with the General Plan and Zoning requirements and have less than significant environmental impacts are eligible for this exemption. The exemption applies to projects meeting the following conditions.

1. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
2. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
3. The project site has no value, as habitat for endangered, rare or threatened species.
4. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality
5. The site can be adequately served by all required utilities and public services.

The proposed project meets the identified criteria above. It is consistent with the General Plan designation with regard to the use and intensity of the proposed development, compliant with the Development Code, and Design Standards and Guidelines. The development site is located within the City limits on an approximately 0.62-acre site that is surrounded by residential uses and has no value as habitat for endangered, rare or threatened species.

The project is not expected to result in any significant effects relating to traffic, noise, air quality, or water quality. All public utilities would be modified to serve the proposed development. The City has not identified any constraints that would limit utility service for the project. Emergency responders and solid waste haulers have confirmed that the site is physically suitable for emergency access and provision of public services. All necessary utility services can be accommodated in the project design.

ATTACHMENTS

1. Location Map
2. Development Plans
3. Colors and Materials Board
4. Traffic Assessment
5. Resolution - CEQA
6. Resolution - Planned Development
7. Exhibit A - Planned Development - (PD) 25-001
8. Resolution - Project
9. Exhibit A - Conditions of Approval

Prepared by: Kam Purewal
Associate Planner

LIVERMORE
CALIFORNIA

PLANNING COMMISSION
JUNE 17, 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 VICE CHAIR KRONZAK AND CARRIED ON A 5-0 VOTE, THE PLANNING COMMISSION APPROVED THE CONSENT CALENDAR:

3.1 Approval of the June 3, 2025, Planning Commission Draft Meeting Minutes.

4. PROJECT REVIEW – NONE

5. PUBLIC HEARINGS

5.1 Hearing to consider a request to approve a Planned Development (PD) 25-001, Subdivision (SUB) 20-004, and Site Plan Design Review (SPDR) 21-001 to allow a two-story, attached, 13-unit multi-family, townhome-style development. The project will consist of all rental units that would be grouped on one lot. The units will consist of either three or four bedrooms and range in size from 1,400 to 1,900 square feet per unit. Each unit will have an attached two-car garage. The project will reconstruct the curb,

gutter, and sidewalk along the project frontages (East Avenue and Dolores Street), underground all utilities, and construct a new shared driveway to access the site from Dolores Street.

Recommendation:
Staff recommends the Planning Commission adopt resolutions recommending the City Council:

1. Find the project is Categorically Exempt under the provisions of the California Environmental Quality Act (CEQA) per Section 15332, In-Fill Projects, and Direct the Planning Manager to file a Notice of Exemption in accordance with the provisions of CEQA, subject to project approval; and
2. Approve Subdivision (SUB) 20-004 and Site Plan Design Review (SPDR) 21-001; and
3. Adopt an Ordinance authorizing Planned Development (PD) 25-001.

Associate Planner Purewal presented the staff report.

Terry Townsend, architect on behalf of the property owner, provided an overview of the proposed project.

In response to Commissioner Anderson, Mr. Purewal indicated the LAVTA bus stop would not be modified. Mr. Townsend explained the reason for east facing solar panels.

In response to Vice Chair Kronzak, Mr. Townsend confirmed that the units would be rentals. Mr. Purewal explained the original proposal for single family homes.

In response Commissioner Anderson, Senior Civil Engineer Salgado indicated staff felt the existing right of way could accommodate the ATP requirements and discussed options of eliminating parking or a lane. Commissioner Anderson expressed concern about the ability to meet the ATP goals.

Chairperson Fintschenko confirmed that, since the East Avenue Corridor Study was not complete, standards on the intersection could not be enforced.

Commissioner Horner suggested the motion include wording to ensure the bike lanes would be considered.

Vice Chair Kronzak confirmed that conditions could not be applied to the project because the East Avenue Study was not yet complete and also confirmed the cumulative impact on parking.

Chairperson Fintschenko indicated opposition to the friendly amendment due to the Study not being completed.

Commissioner Horner commented on the successfully proposed infill development.

ON THE MOTION OF COMMISSIONER HORNER, SECONDED BY VICE CHAIR KRONZAK AND CARRIED ON A 4-1 VOTE, WITH COMMISSIONER ANDERSON VOTING NO, THE PLANNING COMMISSION ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 22-25 Recommending the City Council find that the project is exempt under CEQA guidelines section 15332 (In-Fill Project) and direct the planning manager to file a notice of exemption for the project

Resolution 23-25 Recommending that the City Council adopt an ordinance approving Planned Development (PD) 25-001

Resolution 24-25 Recommending the City Council approve Site Plan Design Review (SPDR) 21-001 and Subdivision (SUB) 20-004 (Tentative Parcel Map 11527)

5.2 Hearing to consider a request for the second amendment to Development Agreement 18-001 to revise the terms and timing of the off-site improvements including a public trail and public sewer line. The Development Agreement vests a previously approved project for 186 two- and three-story townhomes on a vacant 35-acre site located at the terminus of Lassen Road northwest of the First Street/I-580 Interchange and north of I-580.

Recommendation:
Staff recommends the Planning Commission adopt resolutions:

1. Recommending the City Council find that the environmental impacts of the Second Amendment to the Development Agreement for the Lassen Road Townhome Project are within the scope of the 2020 Initial Study and Mitigated Negative Declaration, the Active Transportation Initial Study and Mitigated Negative Declaration, and the Springtown Trunkline Sewer Initial Study and Mitigated Negative Declaration;
2. Recommending the City Council direct the Planning Manager to file a Notice of Determination, in accordance with the provisions of the California Environmental Quality Act (CEQA), subject to project approval; and
3. Recommending the City Council adopt an ordinance amending Development

Assistant Planner Emily LaDue presented the staff report.

Commissioner Anderson requested staff ensure quality bike lane connections to the trail.

ON THE MOTION OF VICE CHAIR KRONZAK, SECONDED BY COMMISSIONER ANDERSON AND CARRIED ON A 5-0 VOTE, THE PLANNING COMMISSION ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution 25-25 Recommending the City Council find that the Environmental Impacts of the Second Amendment to the Development Agreement for the Lassen Road Townhome Project are within the scope of the 2020 Initial Study and Mitigated Negative Declaration, the Active Transportation Initial Study and Mitigated Negative Declaration, and the Springtown Trunkline Sewer Initial Study and Mitigated Negative Declaration

Resolution 26-25 Recommending approval of Development Agreement Amendment (DAA) 25-001

6. MATTERS FOR CONSIDERATION – NONE

7. MATTERS INITIATED BY PLANNING COMMISSION STAFF

Commissioner Anderson requested the website and social media outlets be updated regarding Downtown development and suggested a webpage for the Isabel Neighborhood Specific Plan.

Vice Chair Kronzak concurred with the addition of information on the Isabel Neighborhood.

8. ADJOURNMENT – at 8:00 pm to a Regular Planning Commission Meeting on Tuesday, July 1, 2025 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

LIVERMORE CALIFORNIA

City of Livermore



Notes:

166.7 0 83.33 166.7 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_
Livermore IT, GIS Services

Scale: 1: 1,000

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:

6/3/2025 9:54:43 AM

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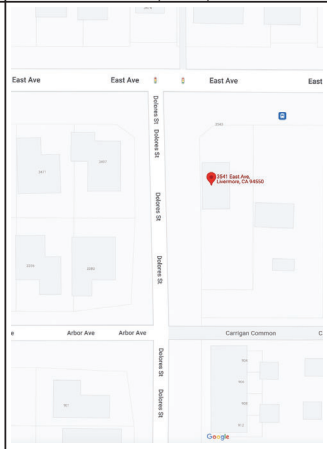
3541 East Avenue

General Notes

EXISTING ZONING:	T3N
PROPOSED ZONING:	PLANNED DEVELOPMENT
NET LOT AREA:	27,221.18 SQ. FT.
GROSS AREA (CENTER OF STREET):	41,249.89 SQ. FT.
PROPOSED DENSITY:	13.72
EXISTING IMPERVIOUS SURFACE AREA:	XXXX SQ. FT.
NEW IMPERVIOUS SURFACE AREA:	XXXX SQ. FT.

UNIT 1 FIRST FLOOR AREA:	616 SQ. FT.
UNIT 1 SECOND FLOOR AREA:	867 SQ. FT.
UNIT 1 TOTAL FLOOR AREA:	1483 SQ. FT.
UNIT 1 GARAGE AREA:	373 SQ. FT.
UNITS 2-7 FIRST FLOOR AREA:	606 SQ. FT.
UNITS 2-7 SECOND FLOOR AREA:	857 SQ. FT.
UNITS 2-7 TOTAL FLOOR AREA:	1463 SQ. FT.
UNITS 2-7 GARAGE AREA:	373 SQ. FT.
UNIT 8 FIRST FLOOR AREA:	616 SQ. FT.
UNIT 8 SECOND FLOOR AREA:	867 SQ. FT.
UNIT 8 TOTAL FLOOR AREA:	1483 SQ. FT.
UNIT 8 GARAGE AREA:	373 SQ. FT.
UNIT 9 FIRST FLOOR AREA:	769 SQ. FT.
UNIT 9 SECOND FLOOR AREA:	1062 SQ. FT.
UNIT 9 TOTAL FLOOR AREA:	1831 SQ. FT.
UNIT 9 GARAGE AREA:	389 SQ. FT.
UNITS 10-12 FIRST FLOOR AREA:	748 SQ. FT.
UNITS 10-12 SECOND FLOOR AREA:	1071 SQ. FT.
UNITS 10-12 TOTAL FLOOR AREA:	1819 SQ. FT.
UNITS 10-12 GARAGE AREA:	389 SQ. FT.
UNIT 13 FIRST FLOOR AREA:	719 SQ. FT.
UNIT 13 SECOND FLOOR AREA:	1071 SQ. FT.
UNIT 13 TOTAL FLOOR AREA:	1790 SQ. FT.
UNIT 13 GARAGE AREA:	389 SQ. FT.
UNIT 13 ADU FIRST FLOOR AREA:	401 SQ. FT.
UNIT 13 ADU SECOND FLOOR AREA:	463 SQ. FT.
UNIT 13 ADU TOTAL FLOOR AREA:	864 SQ. FT.

Vicinity Map



Abbreviations

1-HR	One hour
@	at
ACC	Access
AWN	Awning
CAB	Cabinet
CLG	Ceiling
CONC	Concrete
CONT	Continuous
CPT	Carpet
D	Dryer
DR	Door
DW	Dishwasher
ENCL	Enclosed
FAU	Forced Air Unit
FP.	Fireplace
FIX.	Fixed
FLUOR	Fluorescent
GAR	Garage
GL.	Glass
GSM	Galvanized Sheet Metal
GYP.BD.	Gypsum Board
HDWD	Hardwood
LAV	Lavatory
MAX	Maximum
MIN	Minimum
MW	Microwave
PR	Pair
R	Riser
REF.	Refrigerator
C. CLOS.	Self Closing
SF.	Subfloor
SH.	Single Hung
SHWR	Shower
SUBFLR	Subfloor
SURR.	Surround
T.C.	Trash Compactor
TEMP	Tempered
T.O.S.	Top of Slab
T.O.S.W.	Top of Stem Wall
TYP.	Typical
W	Washer
W./	With
WC	Water Closet
WDW	Window
WP	Waterproof

Consultants

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2	Unit 1 Floor Plans
3	Units 2-7 Floor Plans
4	Units 2 and 3 Adaptable First Floor Plan
5	Unit 8 Floor Plans
6	Unit 9 Floor Plans
7	Units 10-12 Floor Plans
8	Unit 13 Floor Plans
9	Units 1-8 Roof Plan
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D1	Architectural Details
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L1	Conceptual Landscape Plan
C1	Cover Sheet
C2	Topographic Survey and Demolition Plan
C3	Improvement Plan
C4	Utility Plan
C5	C.3 Drainage Plan

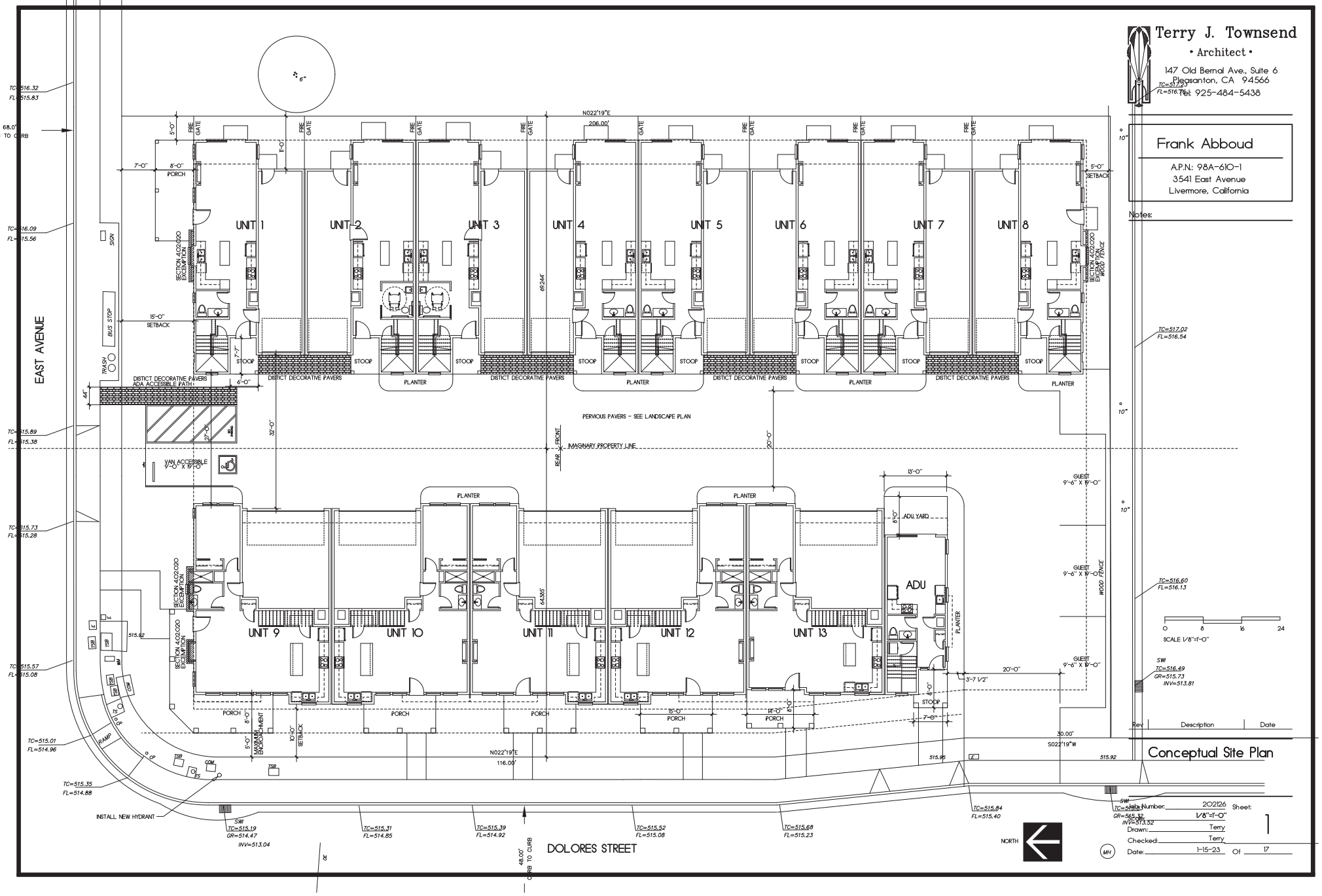
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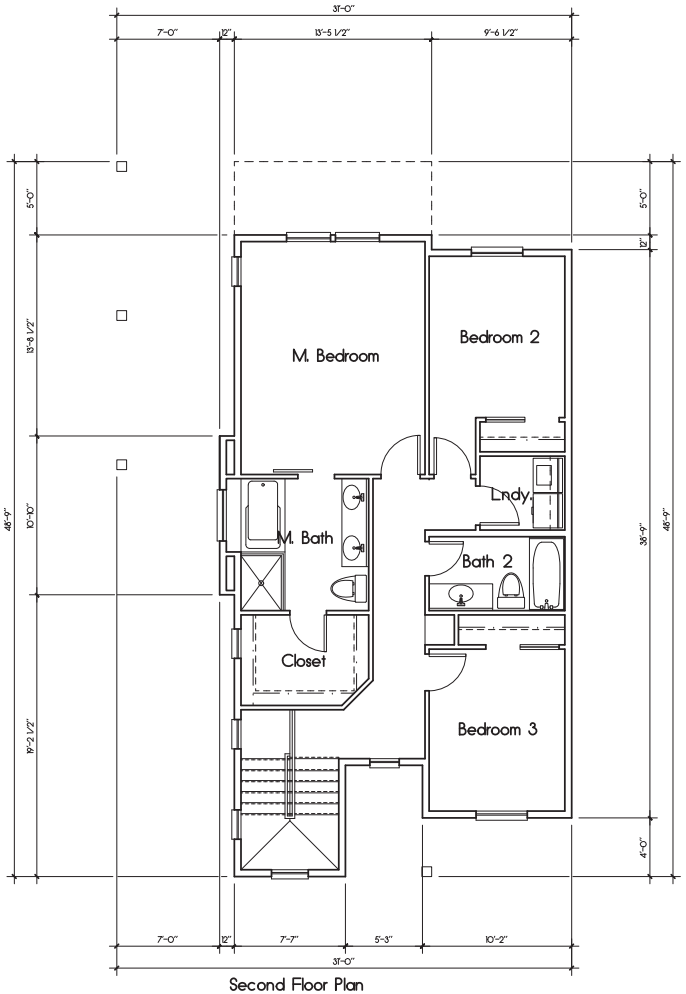
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Dolores Street

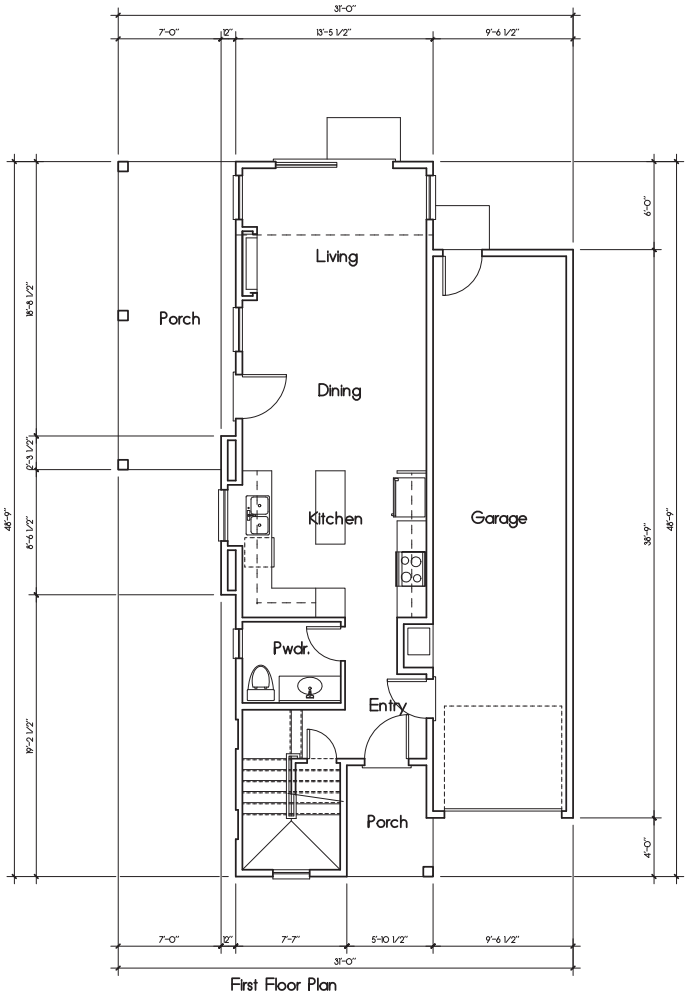

East Avenue


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Notes:
EAST AVENUE
DOLORES STREET
UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
UNIT 8
UNIT 9
UNIT 10
UNIT 11
UNIT 12
UNIT 13
ADU
PORCH
STOOP
PLANTER
DISTICT DECORATIVE PAVERS
ADA ACCESSIBLE PATH
PERVIOUS PAVERS - SEE LANDSCAPE PLAN
IMAGINARY PROPERTY LINE
VAN ACCESSIBLE
9'-0" X 19'-0"
GUEST
9'-6" X 19'-0"
ADU YARD
BUS STOP
TRASH
SIGN
RAMP
INSTALL NEW HYDRANT
N022°19"E
206.00'
N022°19"E
116.00'
S022°19"W
30.00'
68.0'
CURB TO CURB
48.00'
CURB TO CURB
SCALE 1/8"=1'-0"
Conceptual Site Plan
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Date: 1-15-23
Of 17
NORTH



Second Floor Plan

SECOND FLOOR AREA: 867 SQ. FT.



First Floor Plan

FIRST FLOOR AREA: 616 SQ. FT.
SECOND FLOOR AREA: 867 SQ. FT.
TOTAL FLOOR AREA: 1483 SQ. FT.
GARAGE AREA: 373 SQ. FT.

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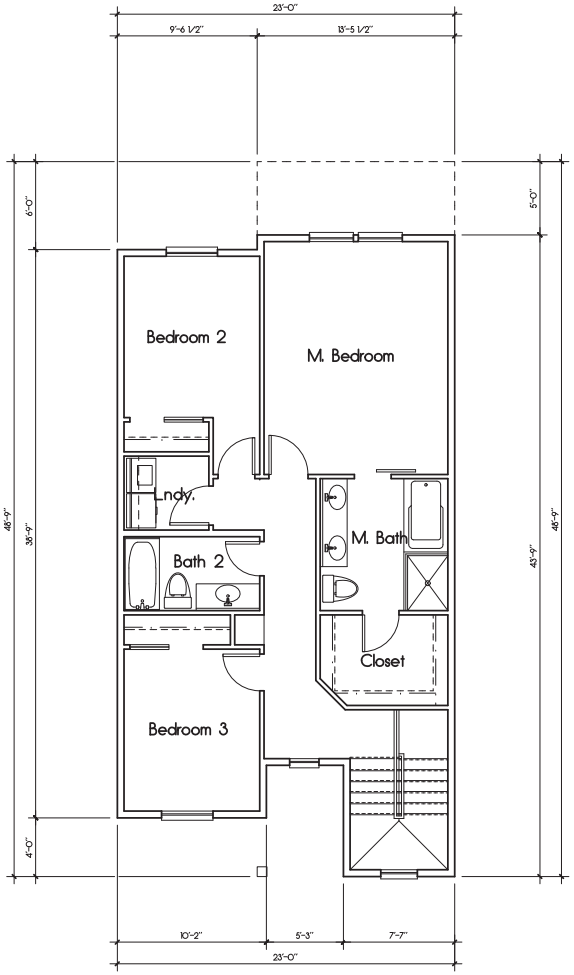
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Unit 1
Floor Plans

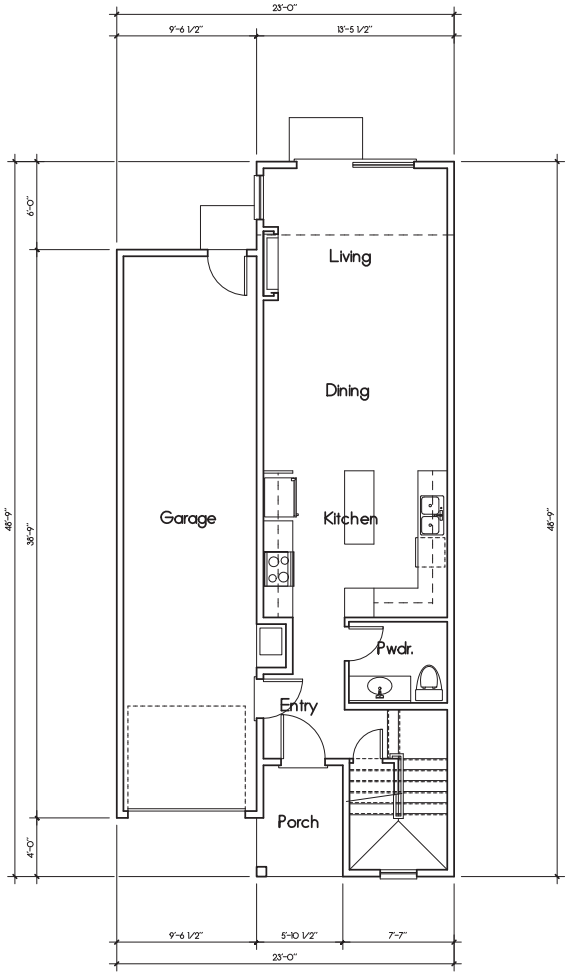
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Sheet: 2 Of 17



Second Floor Plan

SECOND FLOOR AREA: 657 SQ. FT.



First Floor Plan

FIRST FLOOR AREA: 606 SQ. FT.
SECOND FLOOR AREA: 657 SQ. FT.
TOTAL FLOOR AREA: 1263 SQ. FT.
GARAGE AREA: 373 SQ. FT.

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Rev	Description	Date

Units 2-7
Floor Plans

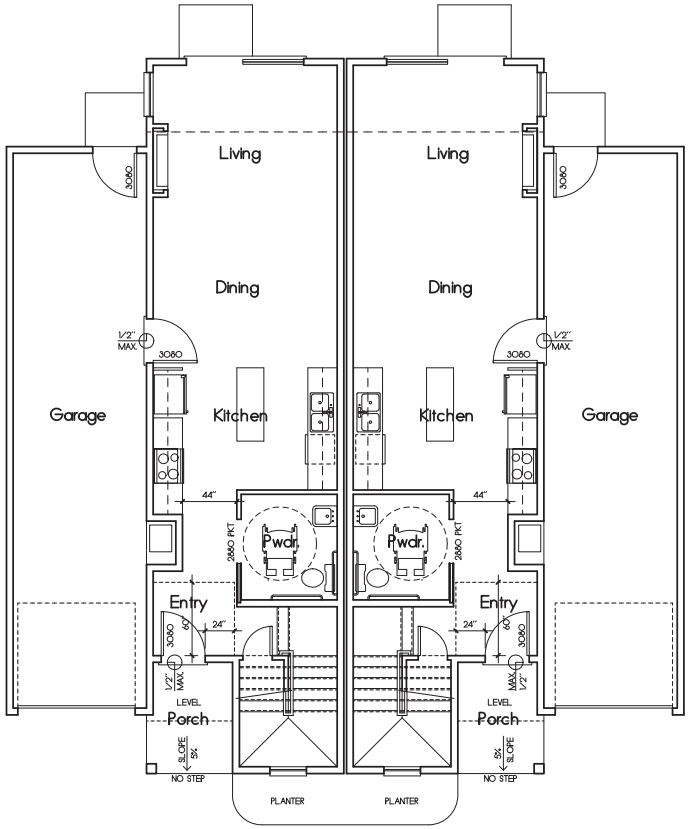
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Sheet: 3 Of 17

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Notes:



First Floor Plan

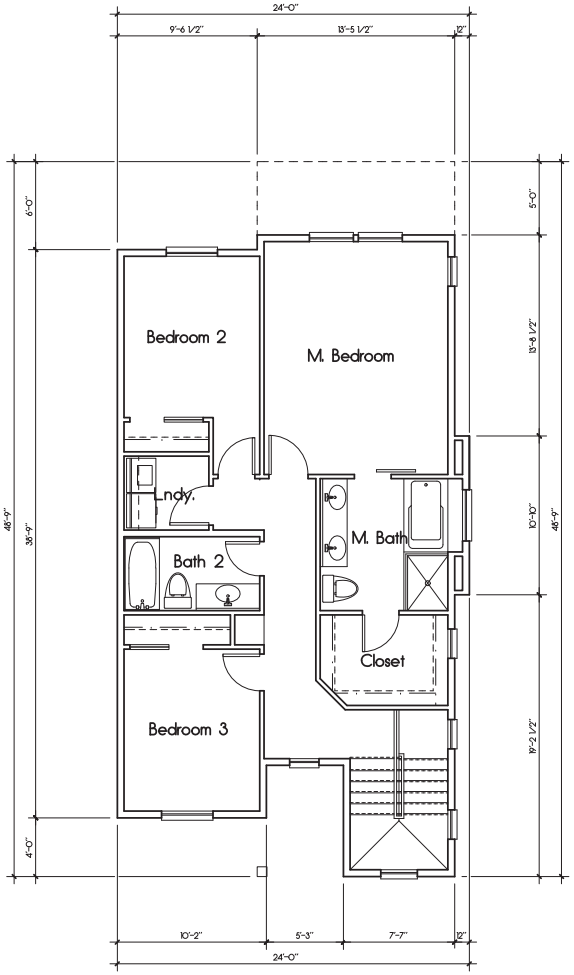
FIRST FLOOR AREA: 606 SQ. FT.
SECOND FLOOR AREA: 857 SQ. FT.
TOTAL FLOOR AREA: 1463 SQ. FT.
GARAGE AREA: 373 SQ. FT.

0 4 8 12
SCALE 1/4"=1'-0"

Rev	Description	Date

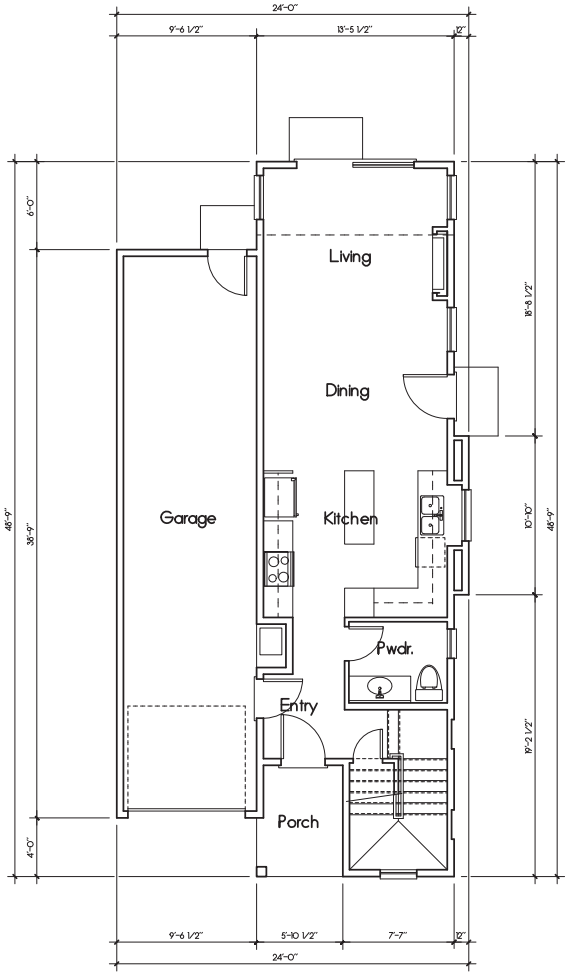
Units 2 and 3
Adaptable First Floor Plans

Job Number: 202126
Scale: 1/4"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23
Sheet: 4
Of 17



Second Floor Plan

SECOND FLOOR AREA: 867 SQ. FT.



First Floor Plan

FIRST FLOOR AREA: 616 SQ. FT.
SECOND FLOOR AREA: 867 SQ. FT.
TOTAL FLOOR AREA: 1483 SQ. FT.
GARAGE AREA: 373 SQ. FT.

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Notes:

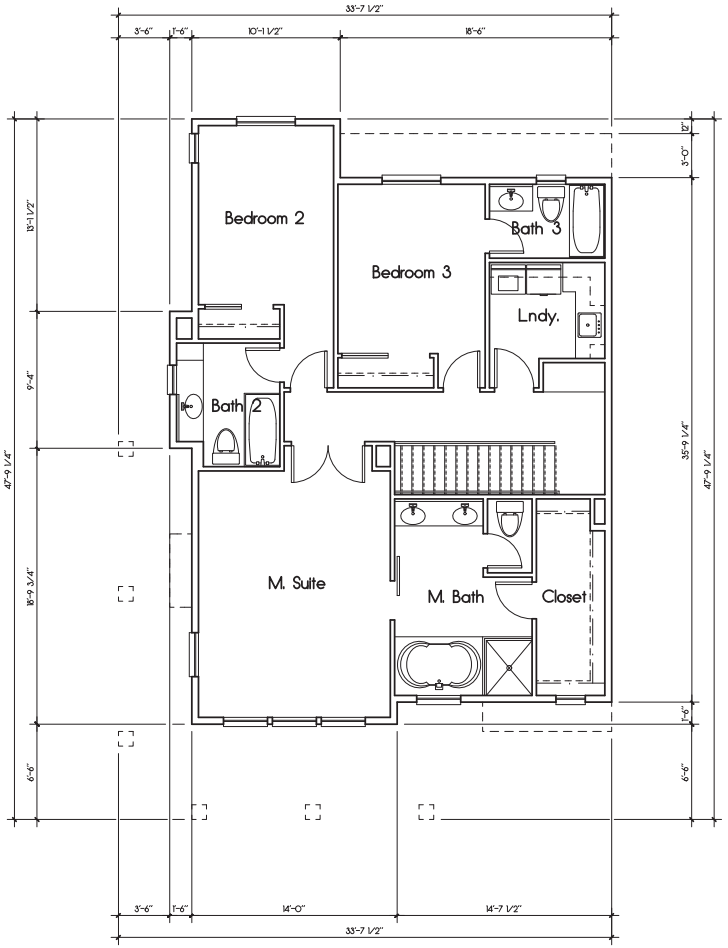
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SCALE 1/4"=1'-0"

Rev	Description	Date

Unit 8
Floor Plans

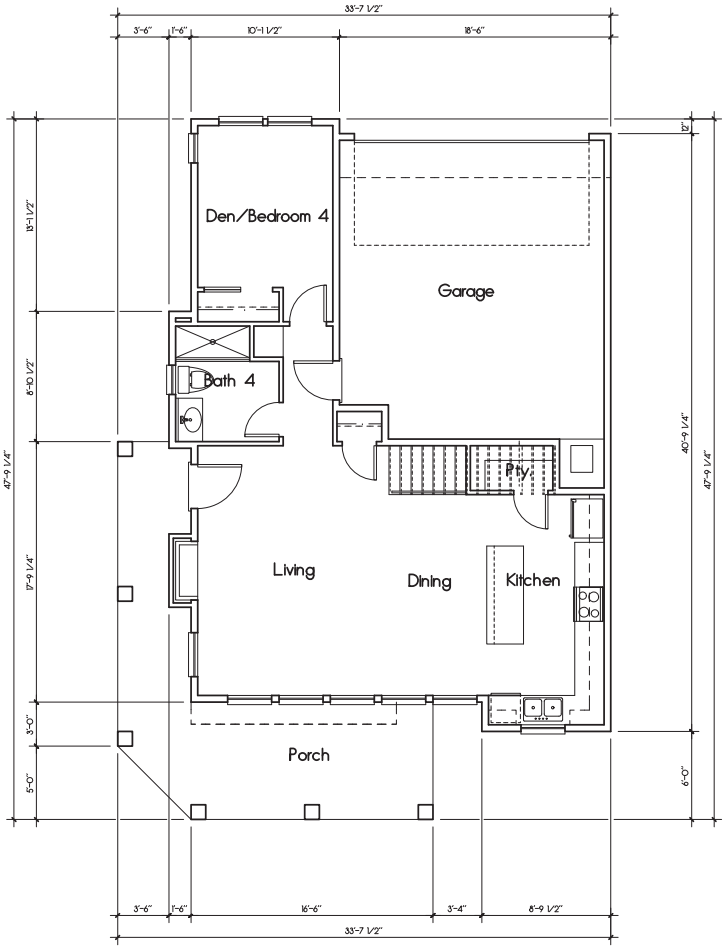
Job Number: 202126
Scale: 1/4"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23

Sheet: 5 Of 17



Second Floor Plan

SECOND FLOOR AREA: 1082 SQ. FT.



First Floor Plan

FIRST FLOOR AREA: 769 SQ. FT.
SECOND FLOOR AREA: 1082 SQ. FT.
TOTAL FLOOR AREA: 1851 SQ. FT.
GARAGE AREA: 369 SQ. FT.

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Notes:

0 4 8 12
SCALE 1/4"=1'-0"

Rev	Description	Date

Unit 9
Floor Plans

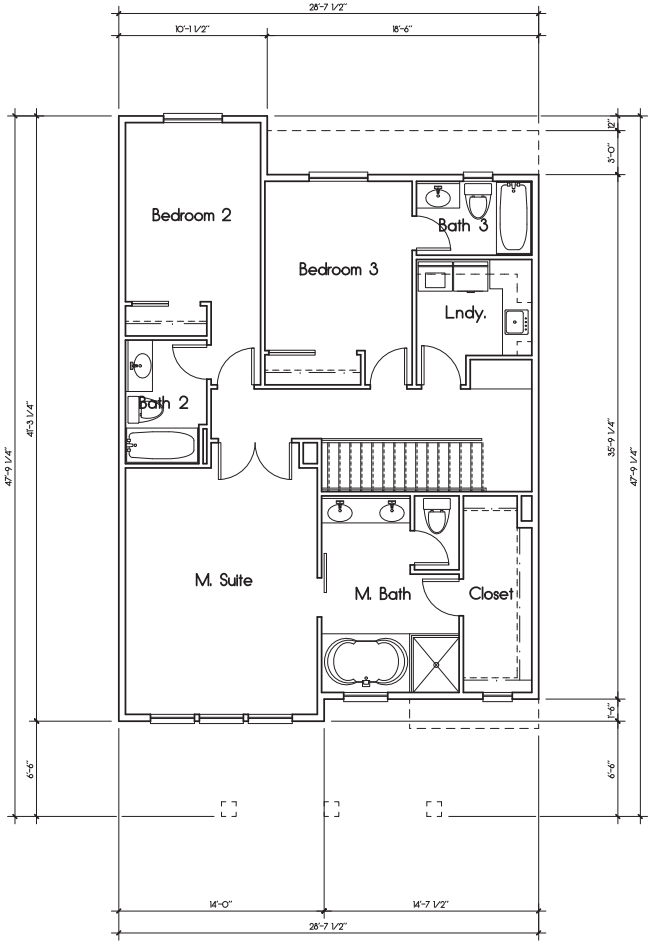
Job Number: 202126
Scale: 1/4"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23

Sheet: 6 Of 17

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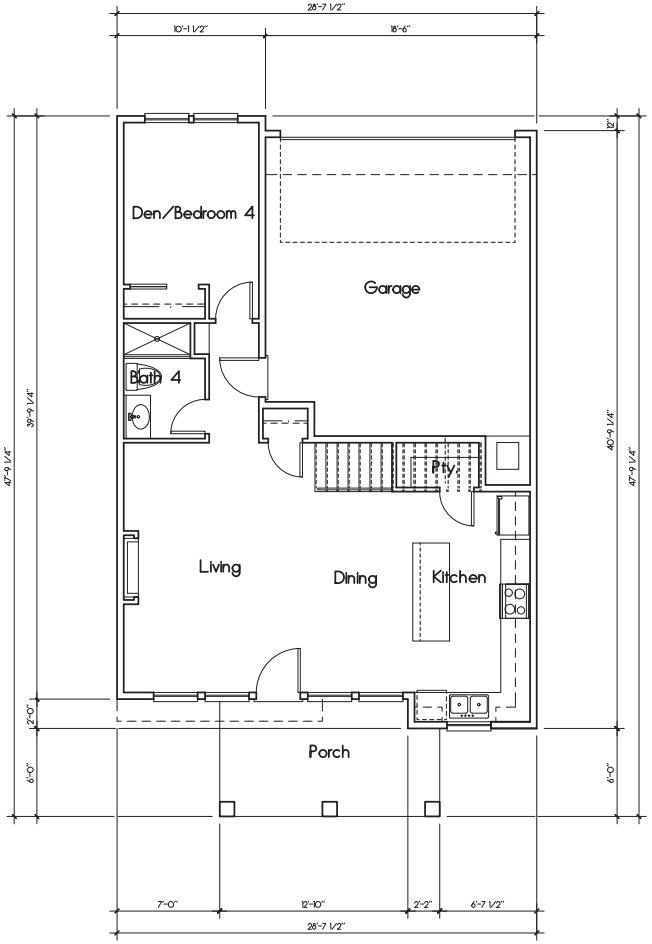
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Livermore, California

Notes:



Second Floor Plan

SECOND FLOOR AREA: 1071 SQ. FT.



First Floor Plan

FIRST FLOOR AREA: 748 SQ. FT.
SECOND FLOOR AREA: 1071 SQ. FT.
TOTAL FLOOR AREA: 1819 SQ. FT.
GARAGE AREA: 369 SQ. FT.

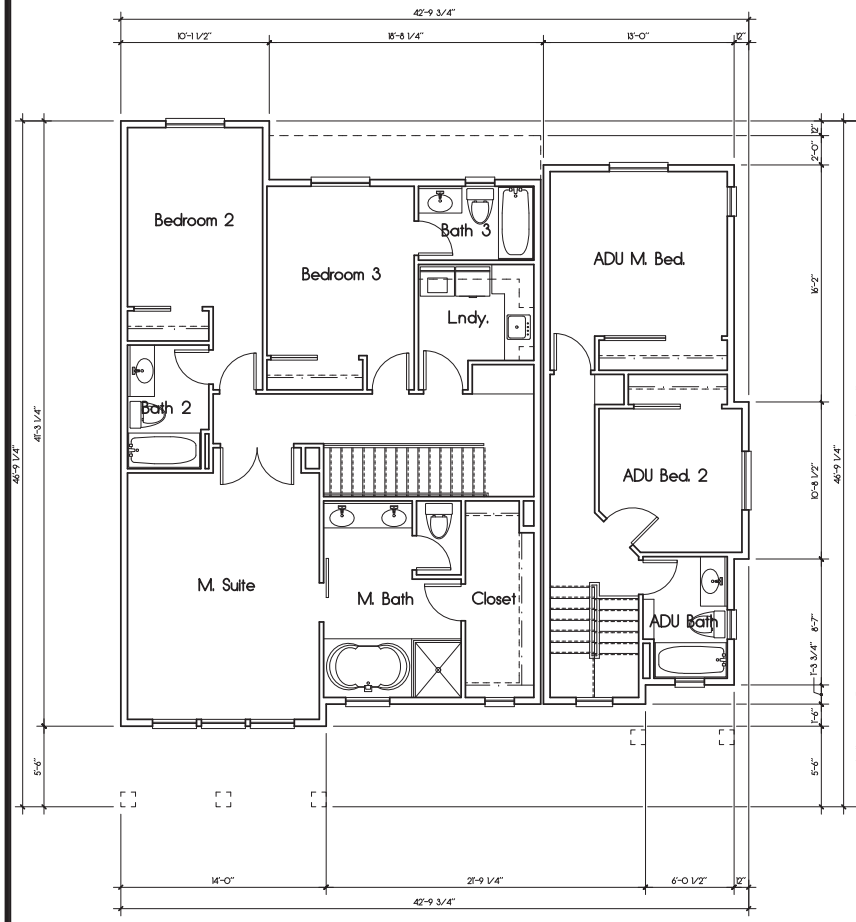
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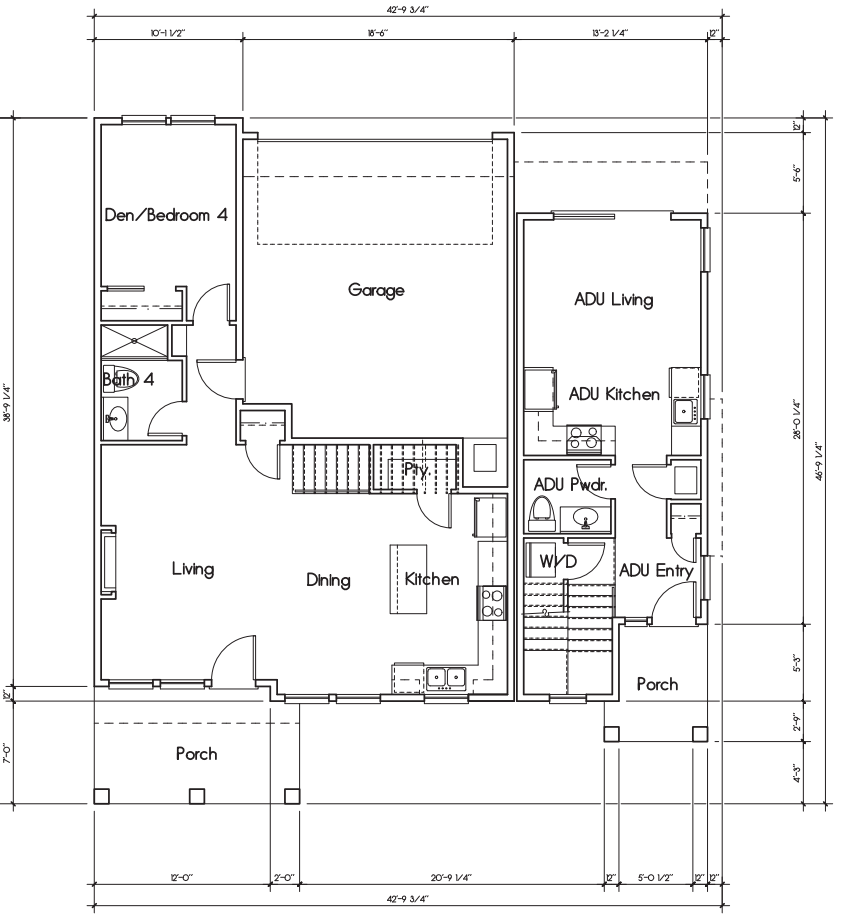
Rev	Description	Date

Units 10-12
Floor Plans

Job Number: 202126
Scale: 1/4"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23

Sheet: 7 Of 17





Second Floor Plan

SECOND FLOOR AREA: 1071 SQ. FT.

SECOND FLOOR ADU AREA: 463 SQ. FT.

First Floor Plan

FIRST FLOOR AREA: 719 SQ. FT.
SECOND FLOOR AREA: 1071 SQ. FT.
TOTAL FLOOR AREA: 1790 SQ. FT.
GARAGE AREA: 389 SQ. FT.

FIRST FLOOR ADU AREA: 401 SQ. FT.
SECOND FLOOR ADU AREA: 463 SQ. FT.
TOTAL ADU FLOOR AREA: 864 SQ. FT.

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Notes:

0 4 8 12
SCALE 1/4"=1'-0"

Rev	Description	Date

Unit 13
Floor Plans

Job Number: 202126
Scale: 1/4"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23

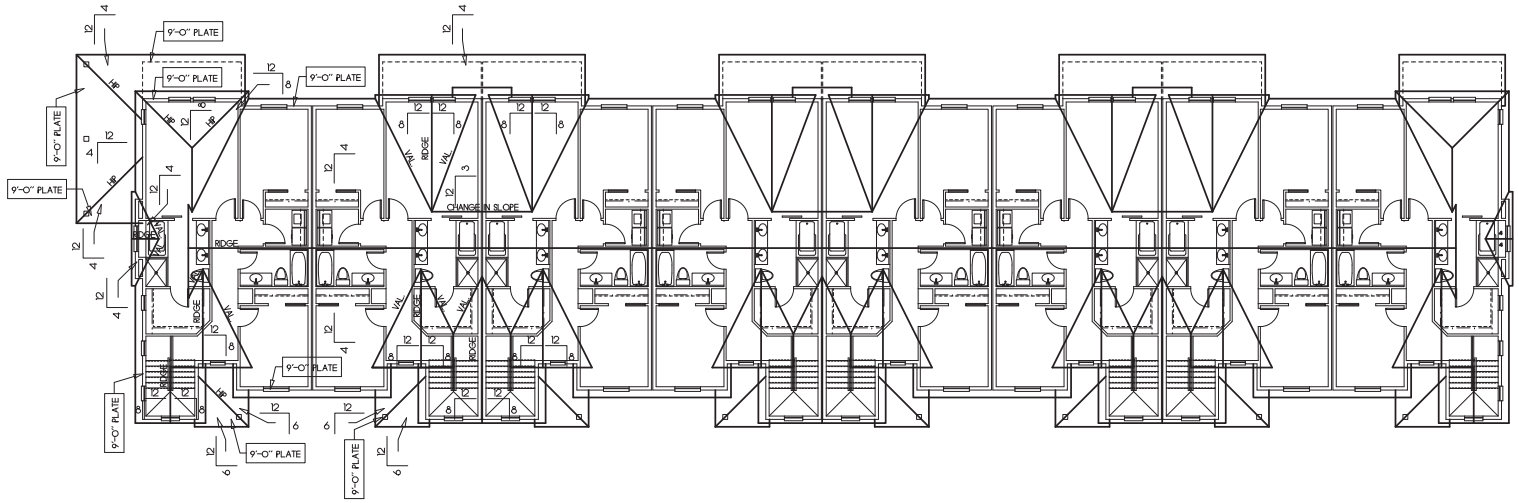
Sheet: 8 Of 17

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Notes:



0 8 16 24
SCALE 1/8"=1'-0"

Rev	Description	Date

Units 1-8
Roof Plan

Job Number: 202126
Scale: 1/8"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23

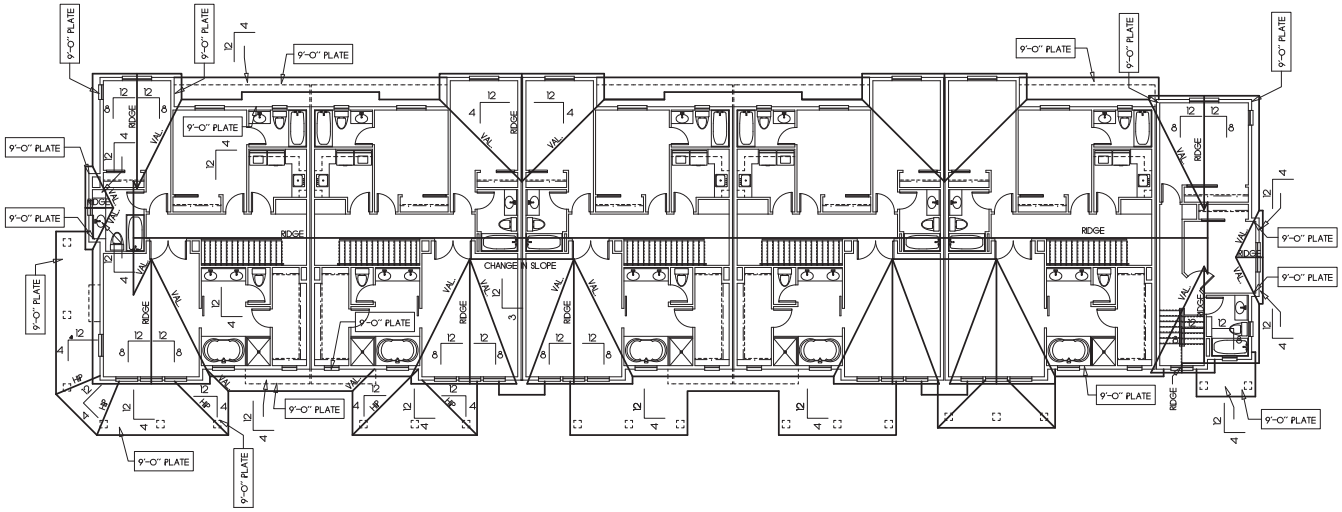
Sheet: 9 Of 17

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Notes:



0 8 16 24
SCALE 1/8"=1'-0"

Rev	Description	Date

Units 9-13
Roof Plan

Job Number: 202126
Scale: 1/8"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23

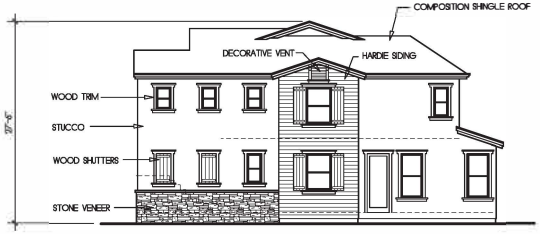
Sheet: 10 Of 17



West Elevation
(Auto Court Side)



North Side Elevation
(East Avenue Side)



South Side Elevation



East Elevation

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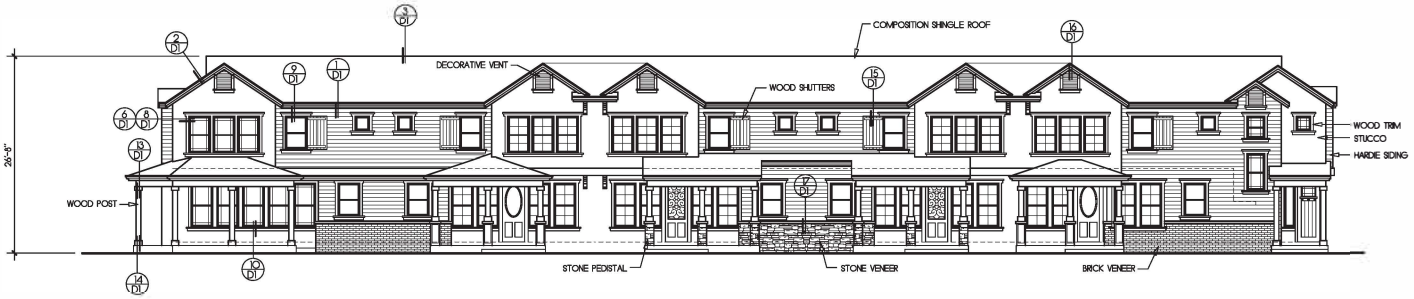
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SCALE 1/8"=1'-0"

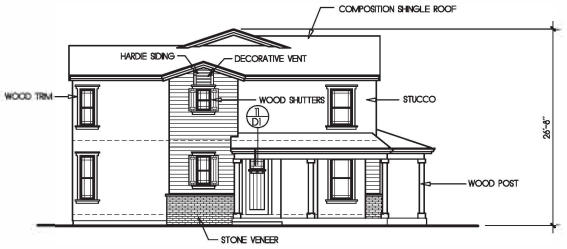
Rev	Description	Date

Units 1-8
Exterior Elevations

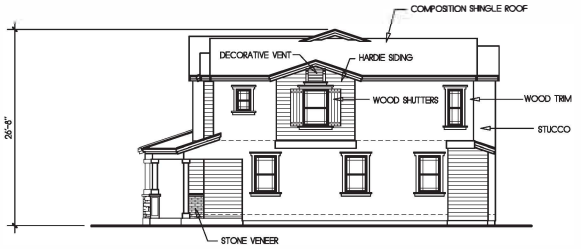
Job Number: 202126
Scale: 1/8"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23
Sheet: 11
Of 17



West Elevation
(Dolores Street Side)



North Side Elevation
(East Avenue Side)



South Side Elevation



East Elevation
(Auto Court Side)

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Notes:

0 8 16 24
SCALE 1/8"=1'-0"

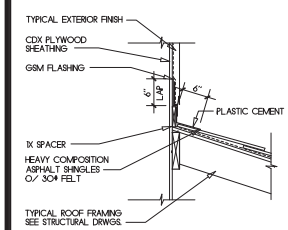
Rev	Description	Date

Units 9-13
Exterior Elevations

Job Number: 202126
Scale: 1/8"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23

Sheet: 12
Of 17

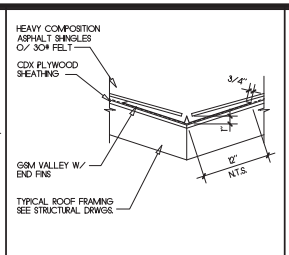
ATTACHMENT 4



SCALE 1"=1'-0"

DETAIL/ROOF/COMPOSITION/005

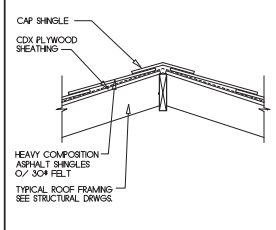
Roof to Wall | 5



SCALE 1"=1'-0"

DETAIL/ROOF/COMPOSITION/004

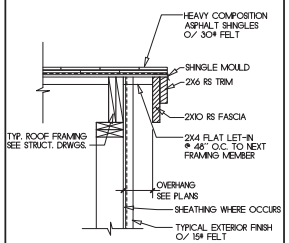
Valley | 4



SCALE 1"=1'-0"

DETAIL/ROOF/COMPOSITION/003

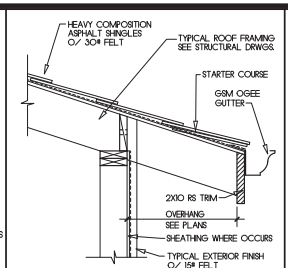
Hip/Ridge | 3



SCALE 1"=1'-0"

DETAIL/ROOF/COMPOSITION/011

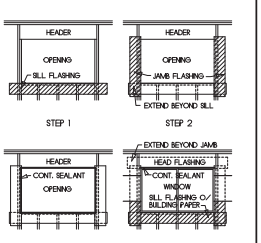
Typical Rake | 2



SCALE 1"=1'-0"

DETAIL/ROOF/COMPOSITION/012

Typical Eave | 1



INDIVIDUALLY FLASH ALL OPENINGS FOR FIXTURES SUCH AS WINDOWS, DOORS, AND VENTS TO MAKE THEM WATER TIGHT. PENETRATION FLASHING MATERIAL SHALL BE BARRIER COATED REINFORCED AND SHALL PROVIDE 4 HOUR MIN. PROTECTION FROM WATER PENETRATION WHEN TESTED IN ACCORDANCE WITH ASTM D-779. SEALANT SHALL COMPLY WITH FF TT-S-227. USE FORTIFLASH 25 BY FORTIFIBER OR EQUAL O/ SOLID BACKING.

FOR NAIL-ON-FLANGE TYPE FIXTURES A STRIP OF APPROVED FLASHING MATERIAL SHOULD BE AT LEAST 9" WIDE. FLASHING SHALL BE APPLIED IN A WEATHERBOARD FASHION AROUND THE FULL PERIMETER OF THE OPENING.

APPLY THE FIRST STRIP HORIZONTALLY IMMEDIATELY BELOW THE SILL. CUT IT SUFFICIENTLY LONG TO EXTEND PAST EACH SIDE OF THE WINDOW SO THAT IT PROJECTS BEYOND THE VERTICAL FLASHING TO BE APPLIED LATER. FASTEN THE TOP EDGE OF THE SILL FLASHING TO THE FRAMING, BUT DO NOT FASTEN THE LOWER EDGE, SO THE WEATHER-RESISTIVE BARRIER APPLIED LATER MAY BE SLIPPED UP AND UNDERNEATH THE FLASHING IN WEATHERBOARD FASHION. SEE STEP 1)

NEXT, FASTEN STRIPS OF FLASHING AT EACH VERTICAL EDGE (JAMB) OF THE OPENING. RUN THIS FLASHING BEYOND THE SILL FLASHING AND ABOVE WHERE THE HEAD FLASHING WILL INTERSECT. SEE STEP 2)

APPLY A CONTINUOUS SEAL TO THE BACKSIDE INTERIOR OF THE MOUNTING FLANGE NEAR THE OUTER EDGE OR A CONTINOUS SEAL TO THE PERIMETER OF THE OPENING AT A POINT TO ASSURE CONTACT WITH THE BACKSIDE INTERIOR OF THE MOUNTING FLANGE. SEE STEP 3)

FOR FIXTURES WITHOUT A NAIL-ON-FLANGE THE FLASHING SHALL BE 12" MIN. WIDE AND EXTEND INTO THE ROUGH FRAME AT THE SILL AND JAMB IN A WEATHERBOARD FASHION.

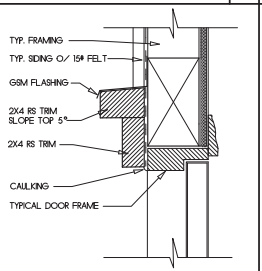
THE FIXTURE SHALL THEN BE INSTALLED.

NEXT, APPLY A CONTINUOUS SEAL AT THE TOP HEAD/ MOUNTING FLANGE OR GSM HEAD FLASHING AND EMBED THE BOTTOM OF THE HEAD FLASHING OVER THE SEALANT AND THE MOUNTING FLANGE OR GSM FLASHING. CUT THIS FLASHING SUFFICIENTLY LONG SO THAT IT WILL EXTEND BEYOND EACH JAMB FLASHING. FASTEN IN PLACE. SEE STEP 4)

APPLY REMAINING WEATHER-RESISTIVE BARRIER IN A WEATHERBOARD FASHION WITH THE SILL FLASHING LAPPING OVER THE TOP, AND THE HEAD AND JAMB FLASHING BELOW.

DETAIL/WDW/FLASHING

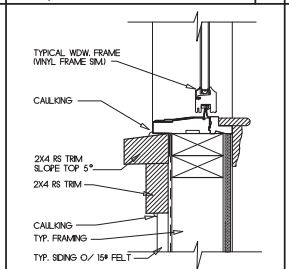
Window Flashing | 6



SCALE 3"=1'-0"

DETAIL/DOOR/WOOD/HEAD/004

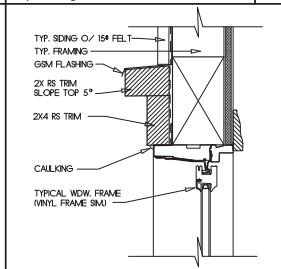
Door Head | 11



SCALE 3"=1'-0"

DETAIL/WDW/WOOD/SILL/006

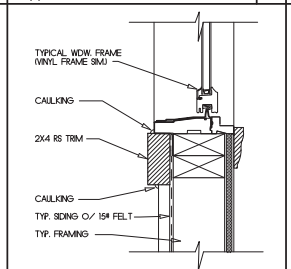
Window Sill | 10



SCALE 3"=1'-0"

DETAIL/WDW/WOOD/HEAD/005

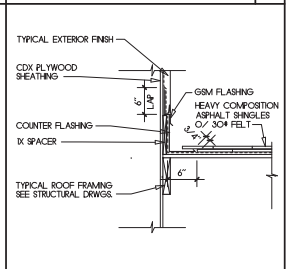
Window Head | 9



SCALE 3"=1'-0"

DETAIL/WDW/WOOD/JAMB/001

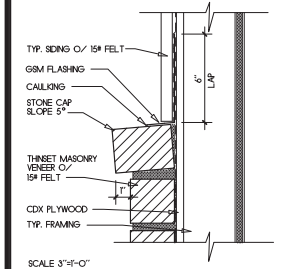
Window Jamb | 8



SCALE 1"=1'-0"

DETAIL/ROOF/COMPOSITION/006

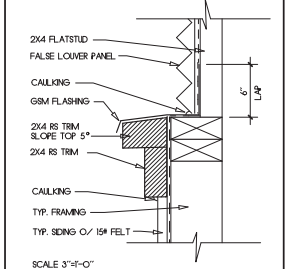
Roof to Wall | 7



SCALE 3"=1'-0"

DETAIL/WDW/MASONRY/004

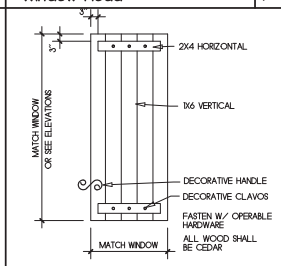
Masonry to Wall | 17



SCALE 3"=1'-0"

DETAIL/VENTS/005

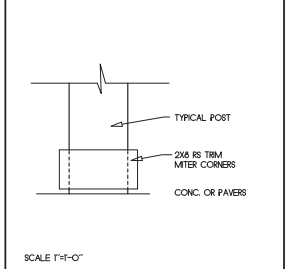
Decorative Vent | 16



SCALE 1/2"=1'-0"

DETAIL/WOOD/052

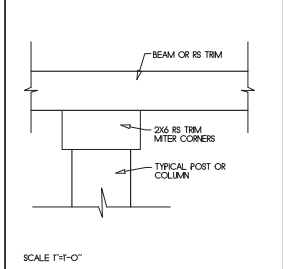
Shutter | 15



SCALE 1"=1'-0"

DETAIL/WOOD/071

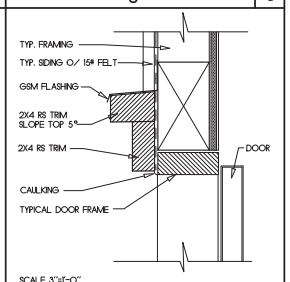
Post Base | 14



SCALE 1"=1'-0"

DETAIL/WOOD/036

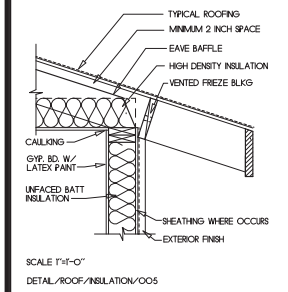
Post Cap | 13



SCALE 3"=1'-0"

DETAIL/DOOR/WOOD/HEAD/005

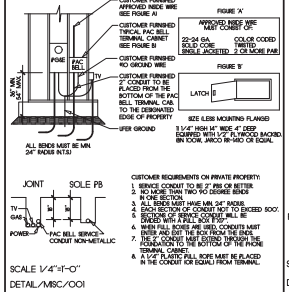
Garage Door Head | 12



SCALE 1"=1'-0"

DETAIL/ROOF/INSULATION/005

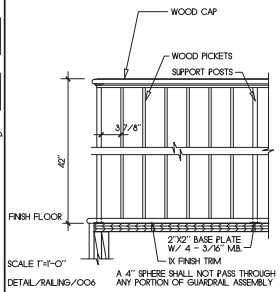
Insulation | 23



SCALE 1/4"=1'-0"

DETAIL/MISC/001

Utility Location | 22

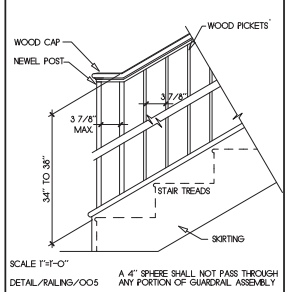


SCALE 1"=1'-0"

A 4" SPHERE SHALL NOT PASS THROUGH ANY PORTION OF GUARDRAIL ASSEMBLY

DETAIL/RAILING/006

Guardrail | 21

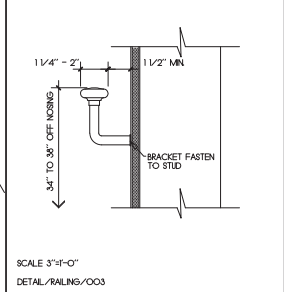


SCALE 1"=1'-0"

A 4" SPHERE SHALL NOT PASS THROUGH ANY PORTION OF GUARDRAIL ASSEMBLY

DETAIL/RAILING/005

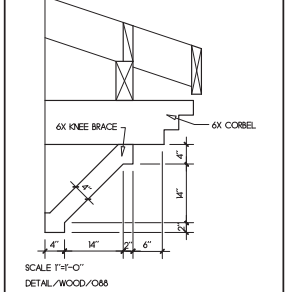
Handrail | 20



SCALE 3"=1'-0"

DETAIL/RAILING/003

Handgrip | 19



SCALE 1"=1'-0"

DETAIL/WOOD/068

Corbel | 18

Terry J. Townsend
• Architect •
147 Old Bernal Ave., Suite 6
Pleasanton, CA 94566
Tel: 925-484-5438

Frank Abboud

A.P.N.: 98A-610-1
3541 East Avenue
Livermore, California

Notes:

Rev	Description	Date

Architectural Details

Job Number: 202126
Scale: As Noted
Drawn: Terry
Checked: Terry
Date: 1-15-23

Sheet: D1 Of 17

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Notes:



DOLORES STREET VIEW



AUTO COURT VIEW



EAST AVENUE VIEW

0 8 16 24
SCALE 1/8"=1'-0"

Rev	Description	Date

Streetscapes

Job Number: 202126
Scale: 1/8"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23
Sheet: S
Of 17

LANDSCAPE NOTES:

PRIOR TO THE CLEARING OPERATIONS, THE CONSTRACTOR SHOULD MEET WITH THE OWNERS REPRESENTATIVE TO DESIGNATE ALL TREES AND SHRUBS TO REMAIN ON THE SITE AND THOSE TO BE REMOVED. NO TREES SHOULD BE REMOVED WITHOUT PRIOR APPROVAL. WHERE POSSIBLE, EXISTING TREES SHOUD BE RETAINED.

EXISTING SITE FEATURES WHICH ARE TO REMAIN SHOULD BE PROTECTED WITH APPROPRIATE FENCING, STAKING, OR FLAGS.

INDIVIDUAL TREES AND SHRUBS, WHICH ARE TO REMAIN, SHOULD BE PROTECTED WITH THE PLACEMENT OF AN APPROVED BARRIER AT THE DRIP LINE END OF THE TREE.

TREE MOVING OR TRANSPLANTING SHOULD BE DONE BY AN APPROVED ARBORIST OR EXPERIENCED CONTRACTOR.

ALL NOXIOUS WEEDS AND UNWANTED VEGETATION SHOULD BE ERADICATED BY APPROVED METHODS.

ALL CLEARED SITE IMPROVEMENTS, TREES, STUMPS, ROOTS, BRUSH, VEGETATION, AND DEBRIS SHOULD BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, SPECIFICATION, INSTALLATION AND WARRANTY OF ALL IRRIGATION SYSTEMS. THE CONTRACTOR SHALL GUARANTEE ADEQUATE COVERAGE OF ALL AREAS WITHIN THE LANDSCAPE. THE CONTRACTOR SHOULD SUBMIT COMPLETED CONSTRUCTION DOCUMENTS NECESSARY FOR THE CONSTRUCTION OF THE IRRIGATION SYSTEMS TO THE OWNER OR OWNERS REPRESENTATIVE FOR REVIEW PRIOR TO SUBMITTAL FOR PERMITS.

CONTRACTOR SHOULD FURNISH THE OWNER OR OWNERS REPRESENTATIVE WITH ACCURATE, PROPERLY DIMENSIONED, UP-TO-DATE "AS-BUILT" DRAWINGS OF ALL INSTALLATIONS OF THE IRRIGATION SYSTEM.

UPON COMPLETION OF THE IRRIGATION SYSTEM INSTALLATION, THE CONTRACTOR SHOULD PHYSICALLY DEMONSTRATE TO THE OWNER OR OWNERS REPRESENTATIVE HOW TO SET TIME CONTROLS, ADJUST SPRINKLER HEADS, AND OPERATE PUMPS AND OTHER EQUIPMENT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SPECIFICATION INSTALLATION AND WARRANTY OF ALL LOW VOLTAGE LIGHTING SYSTEMS. THE CONTRACTOR SHALL GUARANTEE OPTIMUM USAGE BY SPECIFICATION OF PROPER WIRE SIZING, ADEQUATE TRANSFORMER WATTAGE, AND PROPER CONNECTIONS.

PLANTING OPERATIONS SHOULD BE SCHEDULED TO AVOID UNNECESSARY HOLDING OF PERISHABLE PLANT MATERIALS AND AS REQUIRED TO SATISFY THE JOB SCHEDULES.

PLANTING SHOULD NOT BE DONE WHEN SOIL IS IN AN EXTREMELY WET OR MUDDY CONDITION.

PLANT MATERIAL SUBSTITUTIONS SHOULD BE OF SIMILAR GROWTH HABIT AND REQUIREMENTS, SIZE, TEXTURE, AND COLOR. SUBSTITUTIONS MUST BE APPROVED BY THE OWNER OR OWNERS REPRESENTATIVE.

CONTRACTOR SHOULD BE RESPONSIBLE FOR THE QUALITY OF ALL MATERIALS AND WORKMANSHIP OF A MINIMUM PERIOD OF 90 DAYS FOLLOWING COMPLETION OF INSTALLATION AND FINAL INSPECTION AND ACCEPTANCE.

OWNER SHALL ASSUME RESPONSIBILITY OF MAINTENANCE UPON FINAL INSPECTION AND ACCEPTANCE. CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN OPERATIONAL AND MAINTENANCE INSTRUCTIONS FOR ALL EQUIPMENT INSTALLED ON THE SITE, ALONG WITH MANUFACTURER'S WARRANTIES.

GRADING NOTES:

ALL GRADING OPERATIONS AND PAVING SHALL CONFORM TO THE RECOMMENDATIONS OF THE SOILS ENGINEER AND/OR THE LOCAL JURISDICTION'S ENGINEER AND ARE SUBJECT TO HIS OBSERVATION.

THE CONTRACTOR IS TO BE FAMILIAR WITH THE SOILS REPORT ON RECORD.

THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES OR STRUCTURES SHOWN AND ANDY OTHER UTILITIES NOT SHOWN.

ALL ORGANIC MATERIALS, INCLUDING GRASS & WEEDS, SHALL BE STRIPPED PRIOR TO ANY GRADING OPERATION AND REMOVED AWAY FROM AREAS THAT ARE TO RECEIVE STRUCTURES OR ENGINEERED FILL. STRIPPING SHALL BE USED FOR LANDSCAPING, MOUNDING, AND/ OR BLENDING AND USED AS A FILL IN NON-STRUCTURAL AREAS.

GRADING SHALL BE STOPPED IMMEDIATELY IF DUST AFFECTS ADJACENT PROPERTIES. SUFFICIENT WATERING TO CONTROL DUST IS REQUIRED AT ALL TIMES. CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR CONTROL OF DUST.

ANY DAMAGE, SUCH AS COMPACTION, RUTTING, SETTLEMENT OR EROSION, CAUSED TO EXISTING GRADES DURING THE GRADING OPERATIONS OR AS A RESULT OF THE GRADING OPERATIONS, SHALL BE REPAIRED AND THE DAMAGED AREAS RETURNED TO THEIR ORIGINAL GRADE AND STATE OF PERMABILITY.

OBSTRUCTIONS INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. NEITHER THE OWNER, MANAGER, LANDSCPAE ARCHITECT NOR ENGINEER ASSUMES RESPONSIBILITY THAT THE OBSTRUCTIONS INDICATED WILL ACTUALLY BE THE OBSTRUCTIONS ENCOUNTERED.

GRADING OPERATIONS SHALL BE CONTROLLED TO PREVENT NUISANCES TO PUBLIC AND PRIVATE OWNERSHIP BECOUAE OF DUST, DRAINAGE, REMOVAL OF NATURAL SUPPORT OF LAND AND STRUCTRES, ENCROACHMENT, NOISE OR VIBRATIONS.

ALL GRADING WORK AND SUBSURFACE DRAINAGE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS BY THE GEOTECHNICAL (SOILS) ENGINEER AND SUBJECT TO APPROVAL BY THE CITY ENGINEER.

CONTRACTOR SHALL BE RESPONSIBLE FOR OVERALL DRAINAGE OF THE SITE AND CONTROL OF SILTATION, EROSION, AND DEBRIS.

CONTRACTOR SHALL AFFECT AND MAINTAIN PRECAUTIONARY MEASURES NECESSARY TO PROTECT THE PROJECT SITE AND ADJACENT WATERCOURSES AND PUBLIC OR PRIVATE PROPERTY FROM DAMAGE DUE TO EROSION, FLOODING, AND DEPOSITION OF MUD OR DEBRIS ORIGINATION FROM THE SITE.

MINIMUM ONE (1) PERCENT SLOPE AND MAXIMUM THREE (3) PERCENT SLOPE FOR PAVING AREAS, WITH THE EXCEPTION OF DRIVEWAYS OR RAMPS AS INDICATED IN PLANS.

ALL BUILDINGS AND SITE STRUCTRES SHALL BE GRADED AND SLOPED AWAY FROM THE FOUNDATION WITH A MINIMUM SLOPE OF THREE (3) PERCENT.

ALL GRADING SHALL BE PREPARED WITH A SMOOTH, NATURAL APPEARANCE, BLENDING INTO THE ADJACENT AREAS. THERE SHOULD BE NO LARGE CLODS OF DIRT, ROCKY AREAS, UNNATURAL MOUNDS OR RIDGES AND DEBRIS OR FOREIGN MATERIAL.

GENERAL NOTES:

CONTRACTORS MUST BE ACTIVELY LICENSED BY THE CALIFORNIA CONTRACTORS STATE LICENSED BOARD PRIOR TO ENTERING INTO AN AGREEMENT TO PERFORM WORK AND MAY PERFORM ONLY SUCH WORK AS IS WITHIN THE SCOPE OF SAID LICENSED SPECIALTY.

CONTRACTOR SHALL NOTIFY USA UNDERGROUND ALERT @ (800) 277-2800. CONTRACTOR SHALL BE RESPONSIBLE FOR BEING FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPELINES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR THE COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION.

IF PROPOSED, THE CONTRACTOR SHALL RELOCATE OR REMOVE EXISTING ACTIVE UTILITIES ONLY AS NECESSARY. THE OWNER SHALL PAY FOR THE RELOCATION OR REMOVAL.

CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS, AREA DISCREPANCIES AND/OR GRADE DIFFERENCES EXIST THAT MAY HAVE NOT BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER, CONSTRUCTION MANAGER, LANDSCAPE ARCHITECT AND/OR CONSULTING ENGINEER. THE CONSTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

IF IT APPEARS THAT THE WORK TO BE DONE, OR ANY MATTER RELATIVE THERETO, IS NOT SUFFICIENTLY DETAILED OR EXPLAINED ON THE FINAL CONSTRUCTION DOCUMENTS, THE CONSTRACTOR SHALL CONTACT THE OWNER AND/OR THE LANDSCAPE ARCHITECT FOR SUCH FURTHER EXPLANATIONS AS MAY BE REQUIRED.

IF THE CONTRACTOR REQUESTS CHANGES OF MATERIALS THAT REQUIRE CHANGES TO THE CONSTRUCTION DRAWINGS AND PROCESSING CHANGES THROUGH APPROPRIATE AGENCIES, HE WILL PAY THE COST OF MODIFYING THE CONSTRUCTION DOCUMENT CHANGES AND COST OF PROCESSING CHANGES THROUGH APPROCPRIATE AGENCIES AS NECESSARY.

CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH OWNER, CONSTRUCTION MANAGER, LANDSCAPE ARCHITECT, CONSULTING ENGINEER, SUBCONTRACTOR, ARCHITECT, ETC., AS REQUIRED TO ACCOMPLISH ALL CONSTRUCTION OPERATIONS. ALL PIPING, CONDUIT, SLEEVES, ETC, SHALL BE IN PLACE PRIOR TO INSTALLATION OF CONSTRUCTION ITEMS.

CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS REQUIRED FOR THE EXECUTION OF THE WORK. THE PERMITS ARE THE PROPERTY OF THE OWNER AND ARE TO REMAIN ON THE SITE AT ALL TIMES.

CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH APPLICABLE LAWS, REGULATIONS, CODES, AND ORDINANCES OF THE STATE AND LOCAL AGENCIES. REFER TO COUNTY STANDARD PLANS AND SPECIFICATIONS WHERE APPLICABLE.

CONTRACTOR IS RESPONSIBLE FOR BEING AWARE OF ANY EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS AND WILL FOLLOW ANY RULES AND REGULATIONS REGARDING THE CONSTRUCTION IN AND AROUND SUCH EASEMENTS.

PRIOR TO FINAL INSTALLATION OF ANY CONSTRUCTION ITEM, AN INSPECTION SHALL BE PERFORMED. EACH ITEM SHALL BE INSPECTED AND APPROVED BY THE CONSTRUCTION MANAGER AND/OR OWNER DURING THE FOLLOWING STAGES:
- COMPLETED COMPACTED SUBGRADE
- COMPLETED FORMS WITH STEEL IN PLACE

CONTRACTOR IS REPSONSIBLE FOR REPLACEMENT OF ANY EXISTING MATERIAL OR PROPERTY ITEM THAT IS DAMAGED DURING CONSTRUCTION.

ALL PROPERTY LINES AND LOT LINES SHALL BE VERIFIED PRIOR TO COMMENCING WORK. THE SURVEY, IF REQUIRED, SHALL BE PAID FOR BY THE OWNER. SURVEY MARKERS THAT ARE DAMAGED, REMOVED, OR DESTROYED BY THE CONTRACTOR'S OPERATIONS SHALL BE RESTORED IN PROPER POSITION BY A CERTIFIED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.

SEE SPECIFICATIONS AND GUIDELINES FOR CONSTRUCTION REQUIREMENTS, MATERIAL AND EXECUTION.

TOPOGRAPHIC AND SPOT ELEVATIONS ARE INTENDED ONLY TO INDICATE APPROXIMATE ELEVATIONS FOR SITE ELEMENTS. THE CONTRACTOR AND/OR CONSULTING ENGINEER SHALL VERIFY ALL ELEVATIONS AND GRADES IN THE FIELD.

ALL MATERIALS TO BE USED OR SALVAGED SHALL BE STORED IN AN AREA DESIGNATED BY THE OWNER FOR THAT PURPOSE. ALL SALVAGED MATERIALS SHALL REMAIN THE PROPERTY OF THE OWNER.

ALL EXISITNG STRUCTURES, MATERIALS AND PLANT MATERIAL TO REMAIN WITHIN THE NEW CONSTRUCTION AREA SHALL BE PROPERLY AND ADEQUATELY PROTECTED FROM DAMAGE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE TO THE ORIGINAL CONDITION ANY EXISTING ITEM THAT IS DAMAGED OR DISTURBED IN ANY WAY.

ALL MATERIALS AND SUPPLIES ARE TO BE STORED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS AND ARE NOT TO INCUR AN UNSAFE ENVIRONMENT.

STREETS, SIDEWALKS AND ADJACENT PROPERTY SHALL BE PROTECTED THROUGHOUT THE CONSTRUCTION OPERATION AS REQUIRED BY LOCAL CODES AND REGULATIONS AND APPROVED BY THE OWNER.

ALL GRADING AND SUBSURFACE DRAINAGE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL (SOILS) ENGINEER AND SUBJECT TO APPROVAL BY THE CITY ENGINEER.

CONTRACTOR SHALL COMPLY WITH THE RULES AND REGULATIONS OF THE STATE CONSTRUCTION SAFETY ORDERS.

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, CONSTRUCTION MANAGER, LANDSCAPE ARCHITECT, ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, CONSTRUCTION MANAGER, LANDSCAPE ARCHITECT, OR ENGINEER.

CONTRACTOR SHALL BE RESPONSIBLE FOR REASONABLE CLEANLINESS OF THE PROJECT SITE DURING PERFORMACE OF THE WORK. UPON COMPLETION OF THE WORK, ALL CONSTRUCTION DEBRIS IS TO BE REMOVED OFF THE PROPERTY. THE SITE SHOULD BE INSPECTED WITH THE OWNER FOR FINAL APPROVAL.

IF TESTING OF ANY MATERIAL IS REQUIRED, THESE TESTS SHALL BE MADE BY A QUALIFIED LABORATORY OR AGENCY AND PAID BY THE OWNER UNLESS OTHER WISE AGREED UPON. MATERIALS THAT FAIL TO MEET THE MINIMUM STANDARS ARE TO BE REMOVED AND REPLACED WITH CORRECT MATERIALS AT THE CONTRACTOR'S EXPENSE.

A SCHEDULE OF ON-SITE INSPECTIONS SHOULD BE AGREED UPON BETWEEN THE CONTRACTOR AND THE OWNER PRIOR TO COMMENCEMENT OF THE WORK. THE SCEDULING OF THE BULDING INSPECTIONS IS THE RESPONSIBILITY OF THE CONTRACTOR.
IF NOT SPECIFIED BY THE LANDSCAPE ARCHITECT, THE CONTRACTOR SHALL SUBMIT SAMPLES OF MATERIALS TO THE OWNER AND RECEIVE APPROVAL PRIOR TO INSTALLATION.

UPON FINAL COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROVIDE TO THE OWNER WRITTEN OPERATIONS AND MAINTENANCE INSTRUCTIONS FOR ALL EQUIPMENT INSTALLED ON THE SITE ALONG WITH THE MANUFACTURER'S WARRANTIES.

THE LANDSCAPE CONTRACTOR SHALL INSPECT THE SITE AND BE FAMILIAR WITH ALL EXISTING SITE CONDITIONS PRIOR TO BIDDING THE JOB. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS SHOWN WHEN IT IS OBVIOUS THAT OBSTRUCTIONS, UTILITIES, LANDSCAPE GRADE DIFFERENCES, OR LANDSCAPE AREA DISCREPANCIES OCCUR ON SITE THAT HAVE NOT BEEN REPRESENTED ON THE DESIGN. SUCH CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE DESIGNER. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

I HAVE COMPLIED WITH THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE CRITERIA AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE AND IRRIGATION DESIGN PLAN.

BY:_____ DATE:_____
LICENSE NUMBER CA 4717

SOIL MANAGEMENT REPORT:

THE LANDSCAPE CONTRACTOR IS RESPONSIBLE TO OBTAIN A SOILS ANALYSIS FROM AN APPROVED LAB TO INDICATE WHAT AMENDMENTS WOULD BE APPROPRIATE TO ADD TO THE SOIL PREPERATION REGIME. TESTS SHOULD ANALYZE SOIL FERTILITY, HORTICULTURAL SUITABILITY, AND PHYSICAL CHARACTERISTICS AND SHOULD RECOMMEND APPROPRIATE CORRECTIVE MEASURES. SOIL TEST SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.

WAYPOINT ANALYTICAL

1101 WINCHESTER AVENUE,
SAN JOSE, CA.
PHONE: 408 727 0330

SHEET INDEX:

L-0 COVER SHEET

L-1 LAYOUT PLAN

L-2 PLANTING PLAN

L-3 PLANTING NOTES

L-4 IRRIGATION PLAN

L-5 IRRIGATION NOTES AND LEGENDS

LANDSCAPE PLANS

TOWNHOUSE DEVELOPMENT

3541 EAST AVE LIVERMORE, CA



LOCATION MAP

Martin Hoffmann
LANDSCAPE ARCHITECT
4713 FIRST STREET
SUITE 205
PLEASANTON, CA
925 462 2190
MHOFFMANN@SBCGLOBAL.NET

TOWNHOUSE DEVELOPMENT

3541 EAST AVE
LIVERMORE, CA.

NOTE:
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THE CONTRACTOR AND OWNER ARE SOLELY RESPONSIBLE FOR QUALITY CONTROL, CONSTRUCTION STANDARDS AND FOR MAINTAINING COMPLIANCE WITH LOCAL AND/COUNTY CODES ON THIS PROJECT.

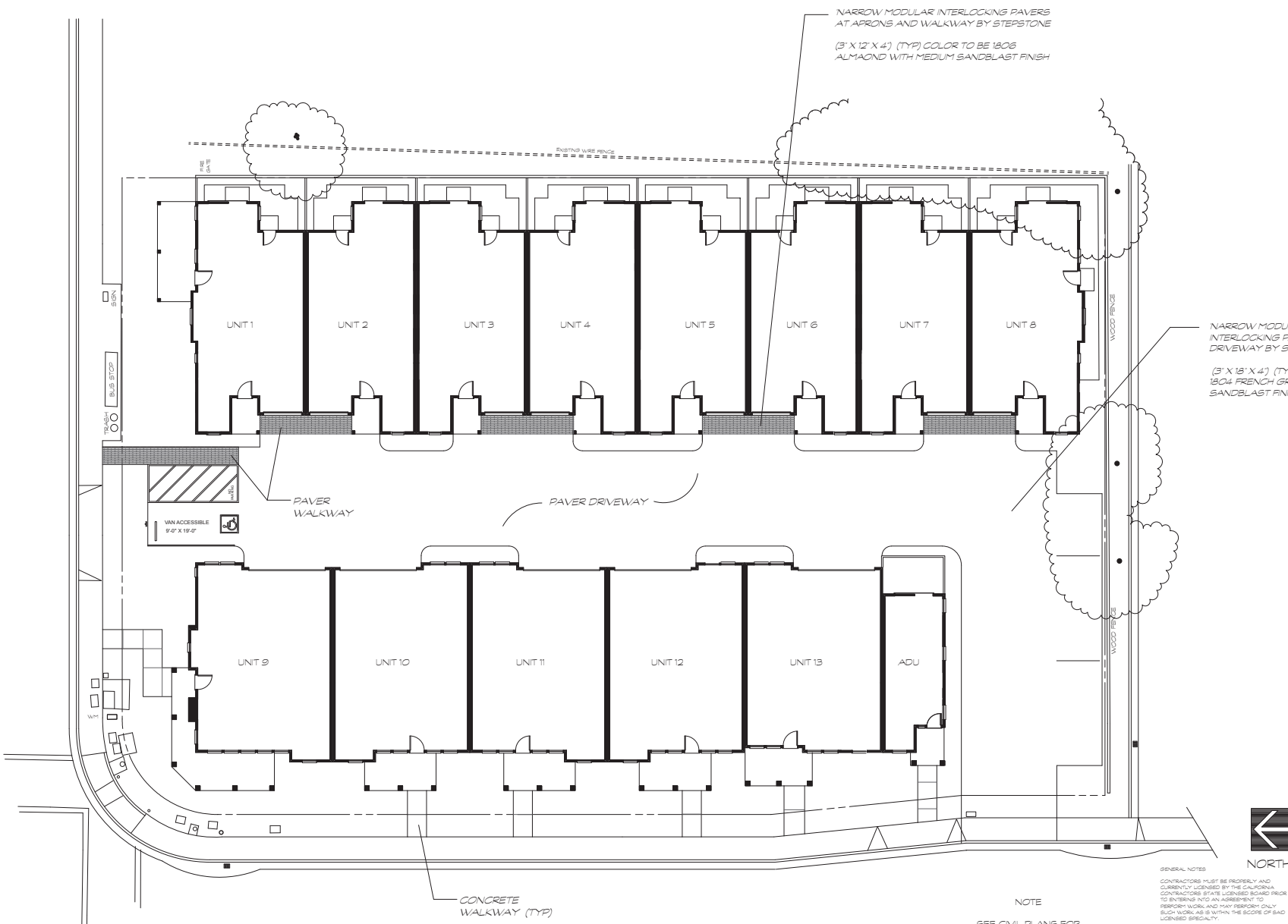
MARTIN HOFFMANN
LANDSCAPE ARCHITECT
No. 3989
STATE OF CALIFORNIA

REV. NO.	REVISION
	2/25/21 12/4/22
	2/15/24 3/10/23
	4/28/23 (NATIVE PALETTE)

COVER SHEET

JOB NO.	DATE: 1/15/20
DRAWN:	MH

L-0



NOTE

SEE CIVIL PLANS FOR HARDSCAPE SPECIFICATIONS, GRADING AND DRAINAGE

NORTH

GENERAL NOTES

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0 4' 8' 16 24'

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

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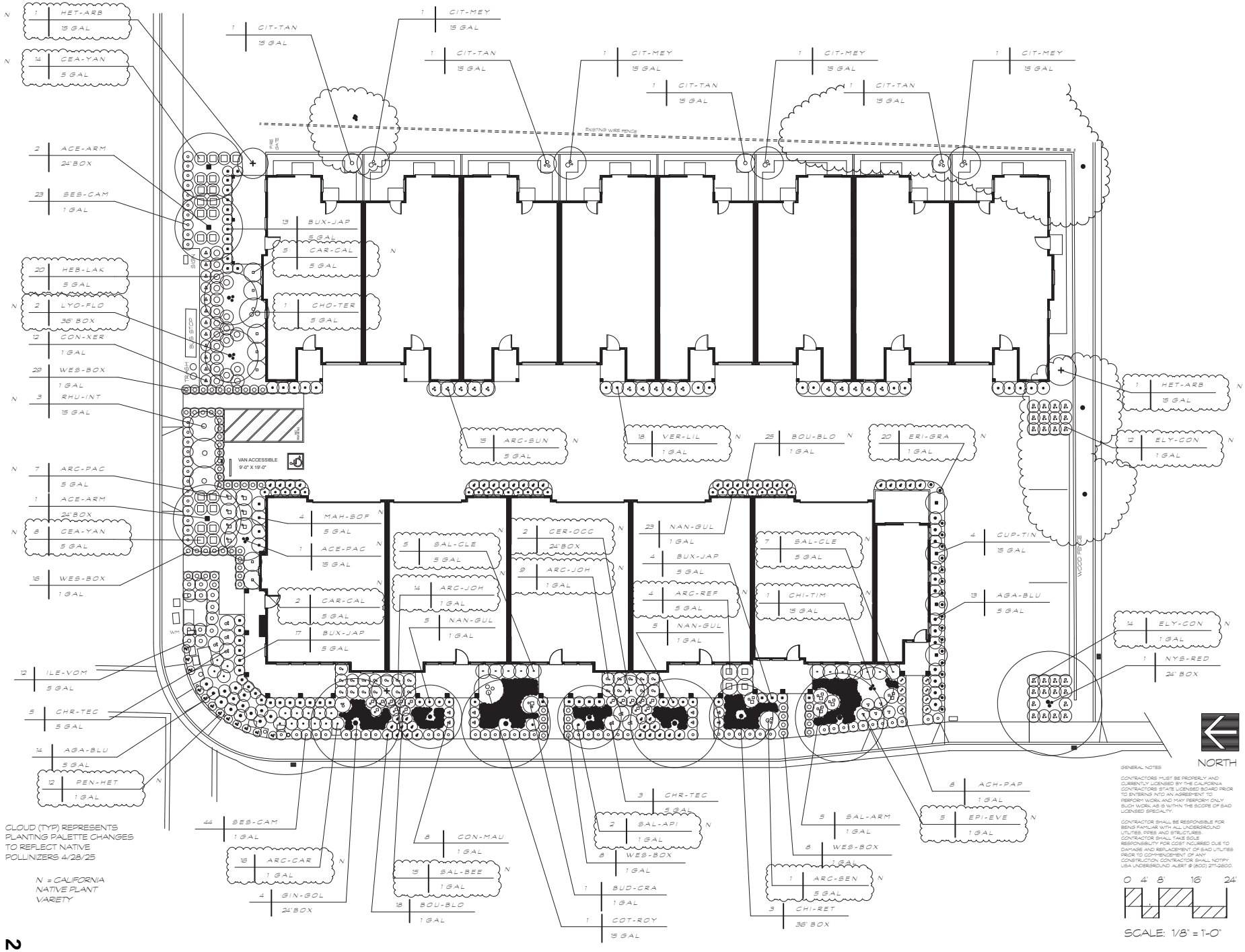
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REV. NO.	REVISION
	2/23/23 1/24/23
	2/15/24 3/10/23
	4/25/23 (NATIVE PALETTE)

LAYOUT PLAN

JOB NO.	DATE: 1/15/20
DRAWN: MPH	SCALE: 1/8" = 1'-0"

L-1



CLOUD (TYP) REPRESENTS PLANTING PALETTE CHANGES TO REFLECT NATIVE POLLINIZERS 4/28/25

N = CALIFORNIA NATIVE PLANT VARIETY

GENERAL NOTES

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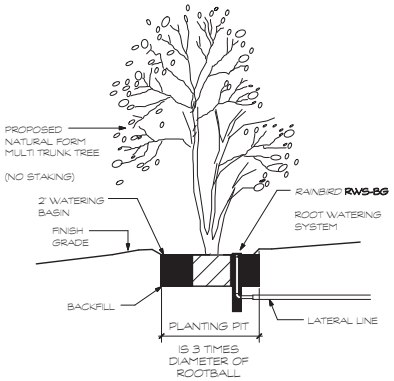
REV. NO.	REVISION
	2/25/21 12/4/22
	2/15/24 3/10/25
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PLANTING PLAN

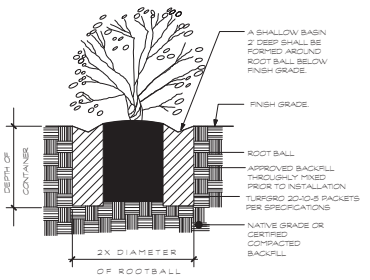
JOB NO.	DATE: 1/15/20
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L-2

ATTACHMENT 4



MULTI TRUNK TREE
NO SCALE



SHRUB PLANTING DETAIL

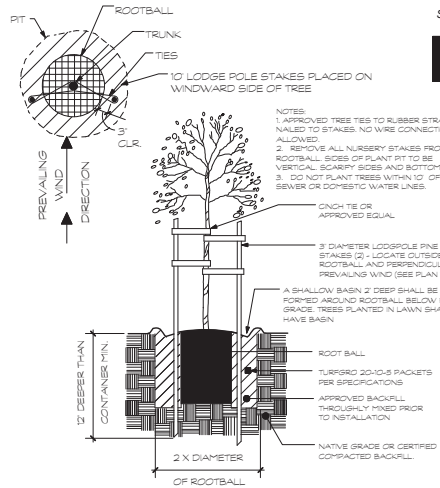
PLANTING LEGEND:

SYMBOL	BOTANICAL NAME	COMMON NAME	WUCOLS (water use rating)	QUANTITY	SIZE	CA. NATIVE
TREES:						
ACE PAC	Acer circinatum 'Pacific Fire'	Vine Maple	medium	1	15 GALLON	YES
ACE ARM	Acer rubrum 'Armstrong Gold'	Red Maple	medium	3	24" BOX	NO
CER OCC	Cercis occidentalis	Western Redbud	very low	2	24" BOX	YES
CHI RET	Chionanthus retusa	Chinese Fringe Tree	medium	3	36" BOX	NO
CHI TIM	Chilopsis linearis 'Timeless Beauty'	Desert Willow	low	1	15 GALLON	YES
COT ROY	Cotinus coggygria 'Royal Purple'	Smoke Tree	low	1	15 GALLON	NO
GIN GOL	Ginkgo biloba 'Autumn Gold'	Ginkgo Tree	medium	4	24" BOX	NO
LYO FLO	Lyonothamnus floribundus	Catalina Ironwood	low	2	36" BOX	YES
NYS RED	Nyssa sylvatica 'Red Rage'	Pepperidge	medium	1	24" BOX	NO
EVERGREENS:						
CUP TIN	Cupressus sempervirens 'Tiny Towers'	Dwarf Italian Cypress	low	4	15 GALLON	NO
SUCCULENTS AND YUCCAS:						
AGA BLU	Agave 'Blue Flame'	Blue Glow Agave	low	27	5 GALLON	NO
PEN HET	Penstemon heterophyllus 'Blue Springs'	Foothill Penstemon	low	12	1 GALLON	YES
FRUIT TREES:						
CIT TAN	Citrus 'Tango'	Tango Mandarin	medium	4	15 GALLON	NO
CIT MEY	Citrus limon 'Meyer's Improved'	Lemon	medium	4	15 GALLON	NO
SHRUBS:						
ARC SUN	Arctostaphylos 'Sunset'	Manzanita Variety	low	15	5 GALLON	YES
ARC SEN	Arctostaphylos densiflora 'Sentinal'	Manzanita Variety	low	1	5 GALLON	YES
ARC PAC	Arctostaphylos 'Pacific Mist'	Manzanita Variety	low	7	5 GALLON	YES
ARC REF	Arctostaphylos refugioensis	Refugio Manzanita	medium	4	5 GALLON	YES
BUX JAP	Buxus 'Green Velvet'	Korean Boxwood	medium	34	5 GALLON	NO
CHO TER	Choisya ternata	Mexican Orange	medium	1	5 GALLON	NO
CAR CAL	Carpenteria californica	Bush Anenome	low	7	5 GALLON	YES
CEA YAN	Ceanothus griseus var. horizontalis 'Yankee Point'	Yankee Point Ceanothus	low	22	5 GALLON	YES
HEB LAK	Hebe 'Lake'	Hebe Variety	medium	20	5 GALLON	NO
ILE VOM	Ilex vomitora 'Nana'	Dwarf Yaupon Holly	medium	12	5 GALLON	NO
MAH SOF	Mahonia 'Soft Caress'	Oregon Grape	medium	4	5 GALLON	YES
HET ARB	Heteromeles arbutifolia	Toyon	low	2	15 GALLON	YES
RHU INT	Rhus integrifolia	Lemonade Berry	low	3	15 GALLON	YES
SAL CLE	Salvia clevelandii 'Winifred Gilman'	Sage Variety	low	12	5 GALLON	YES
GRASSES AND GRASSLIKE:						
BOU BLO	Bouteloua gracilis 'Blonde Ambition'	Blue Gramma Grass	medium	43	1 GALLON	YES
CHR TEC	Chrondropetalum tectorum 'El Campo'	Cape Reed	low	8	5 GALLON	NO
ELY CON	Elymus condensatus 'Canyon Prince'	Giant Wild Rye	low	26	1 GALLON	YES
SES CAM	Sesleria autumnalis 'Campo Verde'	Moor Grass Variety	medium	67	1 GALLON	NO
PERENNIALS AND SUBSHRUBS:						
ARC CAR	Arctostaphylos edmundsii 'Carmel Sur'	Manzanita Variety	low	16	1 GALLON	YES
ARC-JOH	Arctostaphylos 'John Dourley'	Manzanita Variety	low	24	1 GALLON	YES
ACH PAP	Achillea millefolium 'Paprika'	Paprika Yarrow	low	8	1 GALLON	NO
BUD CRA	Buddleia davidii 'CranRazz'	Butterfly Bush	low	1	1 GALLON	NO
EPI EVE	Epilobium 'Everett's Choice'	Everett's California Fuchsia	low	5	1 GALLON	YES
CON MAU	Convolvulus mauritanicus	Ground Morning Glory	low	8	1 GALLON	NO
CON XER	Convovulvus cneorum 'Xera Sphere'	Silver Morning Glory	low	12	1 GALLON	NO
ERI GRA	Eriogonum grande 'rubescens'	California Buckwheat	low	20	1 GALLON	YES
NAN GUL	Nandina domestica alba 'Lemon Lime'	Lemon Lime Nandina	low	33	1 GALLON	NO
VER LIL	Verbena lilacina 'De La Mina'	Cedros Island Verbena	medium	18	1 GALLON	YES
SAL ARM	Salvia 'Amistad'	Friendship Sage	medium	5	1 GALLON	NO
SAL BEE	Salvia 'Bee's Bliss'	Creeping Sage	low	15	1 GALLON	YES
SAL API	Salvia apiana	White Salvia	low	2	1 GALLON	YES
WES BOX	Westringia rosmariniformis 'Grey Box'	Westringia Variety	low	61	1 GALLON	NO

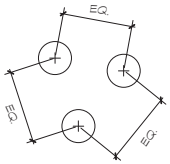
NOTE: ALL SHRUBS HAVE A MINIMUM 5-GALLON POT SIZE

GROUND COVERS:

SYMBOL	BOTANICAL NAME/SIZE/SPACING	WUCOLS	COMMON NAME
	Arctostaphylos uva ursi 'Green Supreme' from 1 gallon @ 42" o.c. Triangular Spacing.	*low*	*Bearberry Manzanita*



STANDARD TRUNK TREE PLANTING



GROUND COVER SPACING
NO SCALE

PLANTING NOTES:

GENERAL NOTATION:
THE LANDSCAPE CONTRACTOR SHALL INSPECT THE SITE AND BE FAMILIAR WITH ALL EXISTING SITE CONDITIONS PRIOR TO BIDDING THE JOB. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS SHOWN WHEN IT IS OBVIOUS THAT OBSTRUCTIONS, UTILITIES, LANDSCAPE GRADE DIFFERENCES, OR LANDSCAPE AREA DISCREPENCIES OCCUR ON SITE THAT HAVE NOT BEEN REPRESENTED ON THE DESIGN. SUCH CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE DESIGNER. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION. ALL LOCAL CODES AND ORDINANCES SHALL BE OBSERVED. PLANTING SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE LOCAL CODES AND ORDINANCES BY EXPERIENCED WORKMEN AND A LICENSED LANDSCAPE CONTRACTOR WHO SHALL OBTAIN ALL NECESSARY PERMITS AND PAY ALL REQUIRED FEES. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION BETWEEN TRADES AND SUBCONTRACTORS AS REQUIRED TO COMPLETE LANDSCAPE OPERATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES CAUSED BY OR DURING THE PERFORMANCE OF HIS/ HER WORK. ALL REPAIRS SHALL BE MADE AT NO COST TO THE OWNER.

SOIL TEST:
THE LANDSCAPE CONTRACTOR IS RESPONSIBLE TO OBTAIN A SOILS ANALYSIS FROM AN APPROVED LAB TO INDICATE WHAT AMENDMENTS WOULD BE APPROPRIATE TO ADD TO THE SOIL PREPERATION REGIME. TESTS SHOULD ANALYZE SOIL FERTILITY, HORTICULTURAL SUITABILITY, AND PHYSICAL CHARACTERISTICS AND SHOULD RECOMMEND APPROPRIATE CORRECTIVE MEASURES. SOIL TEST SHALL BE SUBMITTED TO THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.

SOIL PREPARATION:
THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FINISH GRADING AND ALL PLANTING AREA DRAINAGE. POSITIVE DRAINAGE AWAY FROM HOUSE (2 % MIN.) SHALL BE MAINTAINED. NO LOW SPOTS WHICH HOLD STANDING WATER WILL BE ACCEPTED. THE LANDSCAPE CONTRACTOR SHALL INCORPORATE BACKFILL SOIL MIXES IN PLANTING AREAS AS NOTED BELOW. WHERE ROTOTILLING IS NOT POSSIBLE, WORK IN AMENDMENT WITH HAND TOOLS. AFTER INSTALLATION OF IRRIGATION SYSTEM, ALL PLANTING AREAS ARE TO BE FINE GRADED TO WITHIN 2 INCHES AND SLIGHTLY MOUNDED AWAY FROM EDGES OF TOP OF HEADER, CURB, WALK, PLANTER, ETC... AND RAKED SMOOTH WITH ALL ROCK AND DEBRIS OVER 1 INCH IN DIAMETER REMOVED.

SOIL AMENDMENTS:
THE LANDSCAPE CONTRACTOR SHALL INCORPORATE, BY MEANS OF ROTOTILLING, 6 CUBIC YARDS OF 'NITROFIED' SOIL CONDITIONER (WITH A PH OF 6.5 TO 7.5) AND 15 LBS. OF GRANULAR FERTILIZER (12-12-12) PER 1,000 SQUARE FEET OF PLANTING AREA INTO THE TOP 6" OF SOIL FOR ALL PLANTING AREAS. IN AREAS WITH A SLOPE OF 3:1 OR GREATER OR WHERE PLANT MATERIAL IS SPACED 60" ON CENTER OR GREATER THE RECOMMENDED HORTICULTURAL BACKFILL MIX SHALL BE PER PLANT PIT ONLY-SEE PLANTING DETAILS. DO NOT AMEND SOIL WITHIN BIORETENTION AREAS. SEE CIVIL DRAWINGS FOR SOIL PREPARATION IN THESE AREAS. SOIL SHALL NOT BE WORKED WHEN WET.

BEDDING AREAS:
PERENNIAL BEDS SHALL BE EXCAVATED AND 6" (OR DEPTH NOTED) OF PURE PLANTING MIX (SUCH AS DIABLO SOIL'S 'DIABLO MIX') SHALL BE USED. NO TOP DRESSING SHALL BE UTILIZED FOR CULTIVATED BEDS.

BACKFILL SOIL MIXES:
PLANTING PIT MIX FOR TREES AND SHRUBS TO CONSIST OF 1/3 ORGANIC AMENDMENT AND 2/3 AMENDED TOPSOIL AS NOTED ABOVE.

ACID BACKFILL MIX:
BACK FILL FOR ACID LOVING PLANTS (FOR ALL CITRUS OTHERS) SHALL BE 30 % AMENDED SOIL, 20 % SAND, AND 50 % PRE-MOISTENED PEAT WITH '49'ER BRAND ACID FOOD' AT MANUFACTURER'S RECOMMENDED APPLICATION RATE. PLANTING PITS TO BE MINIMUM 2 TIMES WIDTH OF ROOTBALL AND 2 TIMES DEPTH OF ROOTBALL.

AGAVE, CACTUS AND SUCCULENT BACKFILL MIX:
BACK FILL FOR SPECIALTY PLANTING (FOR ALL CACTUS, SUCCULENTS, AGAVE AND OTHERS) SHALL BE 30 % PALM AND CACTUS PLANTING MIX, 30 % SAND, AND 40 % PUMICE (AVAILABLE AT SLOAT GARDEN SUPPLY). PLANTING PITS TO BE MINIMUM 2 TIMES WIDTH OF ROOTBALL AND 2 TIMES DEPTH OF ROOTBALL.

SHRUB PLANTING:
*THE SHRUBS SHALL BE SPOTTED AS PER PLAN. NO SUBSTITUTIONS UNLESS AUTHORIZED BY LANDSCAPE DESIGNER OR OWNER. ALL SHRUBS SHALL RECIEVE **TURFGRO 20-10-5 PACKETS** AT THE FOLLOWING RATIOS:*
(1) TABLET PER 1 GALLON, (2) TABLETS FOR 5 GALLON, AND (4) TABLETS FOR 15 GALLON.

TREE PLANTING:
*THE TREES SHALL BE SPOTTED AS PER PLAN. TREES SHALL TYPICALLY BE LOCATED A MINIMUM OF FOUR (4') FEET FROM ALL CURBS, WALKS, HEADERS, BUILDINGS, OR OVERHANGS, AND OTHER TREES WITHIN THE PROJECT. TREE BACKFILL SHALL BE THE 'PIT PLANTING MIX' AS NOTED ABOVE. STD. TRUNK INDICATES A SINGLE TRUNK, AND A MULTI TRUNK INDICATES (3) TRUNKS FROM THE BASE OF TREE. DOUBLE STAKE ALL STANDARD TRUNK TREES. ALL TREES SHALL RECIEVE **TURFGRO 20-10-5 PACKETS** AT THE FOLLOWING RATIOS: (4) TABLET PER 15 GALLON, (5) TABLETS FOR 24" BOX, AND (6) TABLETS FOR 36" BOX AND LARGER. THOROUGHLY WATER ALL TREES IMMEDIATELY FOLLOWING PLANTING.*

GROUND COVER:
PLANT AT THE SPACINGS NOTED ON THE LEGEND. GROUND COVER SHALL EXTEND UNDER ALL SHRUB AREAS AS NECESSARY TO PROVIDE COMPLETE GROUND COVER COVERAGE.

TOP DRESSING:
*TOP DRESSING TO CONSIST OF **3" LAYER NATURAL BROWN SHREDDED REDWOOD BARK MULCH**. FOR ALL PLANTING AREAS EXCEPT LAWN AND MEADOW GRASS. NO MULCH SHALL BE PLACED WITHIN A 3' CLEAR ZONE AROUND TRUNK OF TREES. MULCHES AVAILABLE AT SLOAT GARDEN CENTER 925 743 0288 OR APPROVED EQUAL.*

MAINTANENCE:
THE CONTRACTOR SHALL MAINTAIN THE PROJECT FOR 90 DAYS (OR AS APPROVED BY OWNER) UPON COMPLETION AND APPROVAL OF THE PROJECT. DURING THE ENTIRE MAINTENANCE PERIOD, WATERING, CULTIVATING, WEEDING, REPAIR OF STAKES AND TIES, AND SPRAYING FOR INSECTS AND DISEASES SHALL BE PERFORMED. AT THE END OF MAINTENANCE PERIOD, ALL AREAS SHALL BE FREE OF WEEDS AND ALL PLANT MATERIAL SHALL BE IN A HEALTHY, THRIVING CONDITION.

SUBSTITUTIONS:
REQUESTS FOR SUBSTITUTIONS OF PLANT MATERIAL TO BE MADE (5) DAYS PRIOR TO PLANTING.

GUARANTEE:
ALL CONSTRUCTION, TREES, SHRUBS, AND IRRIGATION BY LANDSCAPE CONTRACTOR AND/OR HIS SUBCONTRACTORS SHALL BE GUARANTEED FOR ONE (1) FULL YEAR AFTER THE BEGINNING OF THE MAINTENANCE PERIOD. THE CONTRACTOR SHALL REPLACE ANY AND ALL LANDSCAPE MATERIALS THAT ARE IN AN UNACCEPTABLE CONDITION FOR THE TIME OF USE, AND ANY PLANT MATERIAL THAT ARE NOT IN A VIGOROUS STATE OF GROWTH. THE CONTRACTOR SHALL NOT BE HELD LIABLE FOR LOSS OF PLANT MATERIAL DUE TO VANDALISM, ACCIDENTAL CAUSES, OR ACTS OF NEGLECT BY OTHERS THAN THE CONTRACTOR, HIS AGENTS, OR EMPLOYEES.

PRE-EMERGENT HERBICIDE:
A GRANULAR PRE-EMERGENT (SUCH AS RON-STAR) SHALL BE APPLIED TO ALL PLANTING AREAS AS PER MANUFACTURER'S RECOMMENDATIONS. THE LANDSCAPE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE USE OF CHMICAL PRODUCTS AND IS TO SUPPLY THE OWNER WITH A WRITTEN RECORD OF THE TYPE OF CHEMICAL USED, DATE APPLIED AND THE RATE OF APPLICATION.

UTILITIES:
CONTRACTOR SHALL COORDINATE TREE PLANTING WITH DRAINLINES AND UNDERGROUND UTILITIES TO AVOID CONFLICT. LOCATE TREES A MINIMUM OF FIVE FEET FROM UNDERGROUND UTILITIES.

ADDITIONAL PLANT CONTINGENCY:
CONTRACTOR SHALL INCORPORATE INTO THE BID AN ADDITIONAL 5 %OF TOTAL PLANT QUANTITIES FOR EACH CONTAINER SIZE FOR ALL NON-TREE PLANT MATERIAL. QUANTITY AND PLACEMENT OF ADDITIONAL PLANTS TO BE DETERMINED BY LANDSCAPE ARCHITECT DURING PLANT PLACEMENT.

PLANT PLACEMENT SITE OBSERVATION:
CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF 3 DAYS PRIOR TO PLANT SPOTTING. THERE SHALL BE A SITE OBSERVATION OF PLANT LOCATIONS PRIOR TO INSTALLATION. ALL PLANTINGS SHALL BE LOCATED PER PLAN IN THE FIELD PRIOR TO OBSERVATION.

COORDINATION AND SITE VERIFICATION:
CONTRACTOR SHALL INSTPECT THE SITE AND BE FAMILIAR WITH ALL SITE CONDITIONS PRIOR TO SUBMITTING A BID. THE LANDSCAPE CONTRACTOR SHALL REVIEW ALL RELATED DRAWINGS AND SHALL ENSURE COORDINATION WITH ALL OTHER TRADES DURING CONSTRUCTION PRIOR TO SUBMITTING A BID.

PLANT QUANTITIES:
CONTRACTOR SHALL VERIFY ALL PLANT MATERIAL QUANTITIES PRIOR TO INSTALLATION. PLANT QUANTITIES ARE LISTED FOR THE CONVENIENCE OF THE CONTRACTOR. ACTUAL NUMBER OF SYMBOLS SHALL HAVE THE PRIORITY IN LIEU OF QUANTITIES DESIGNATED IN CALLOUTS.

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TOWNHOUSE DEVELOPMENT

3541 EAST AVE
LIVERMORE, CA.

NOTE:
THIS PLAN IS DIAGRAMMATIC IN NATURE. IT IS MEANT AS A GENERAL GUIDE TO CONSTRUCTION ONLY. IT IS NOT FULLY DETAILED NOR EXHAUSTIVELY SPECIFIED.
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE SITE PRIOR TO STARTING WORK, NOTIFY LANDSCAPE DESIGNER PROMPTLY WITH ANY FIELD DISCREPANCIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR, AND/ OR OWNER TO VERIFY, SELECT, AND RESOLVE ALL STRUCTURES, WATER FEATURES, AND PLANTING MATERIALS.
THE CONTRACTOR AND OWNER ARE SOLELY RESPONSIBLE FOR QUALITY CONTROL, CONSTRUCTION STANDARDS AND FOR MAINTAINING COMPLIANCE WITH LOCAL AND/COUNTY CODES ON THIS PROJECT.

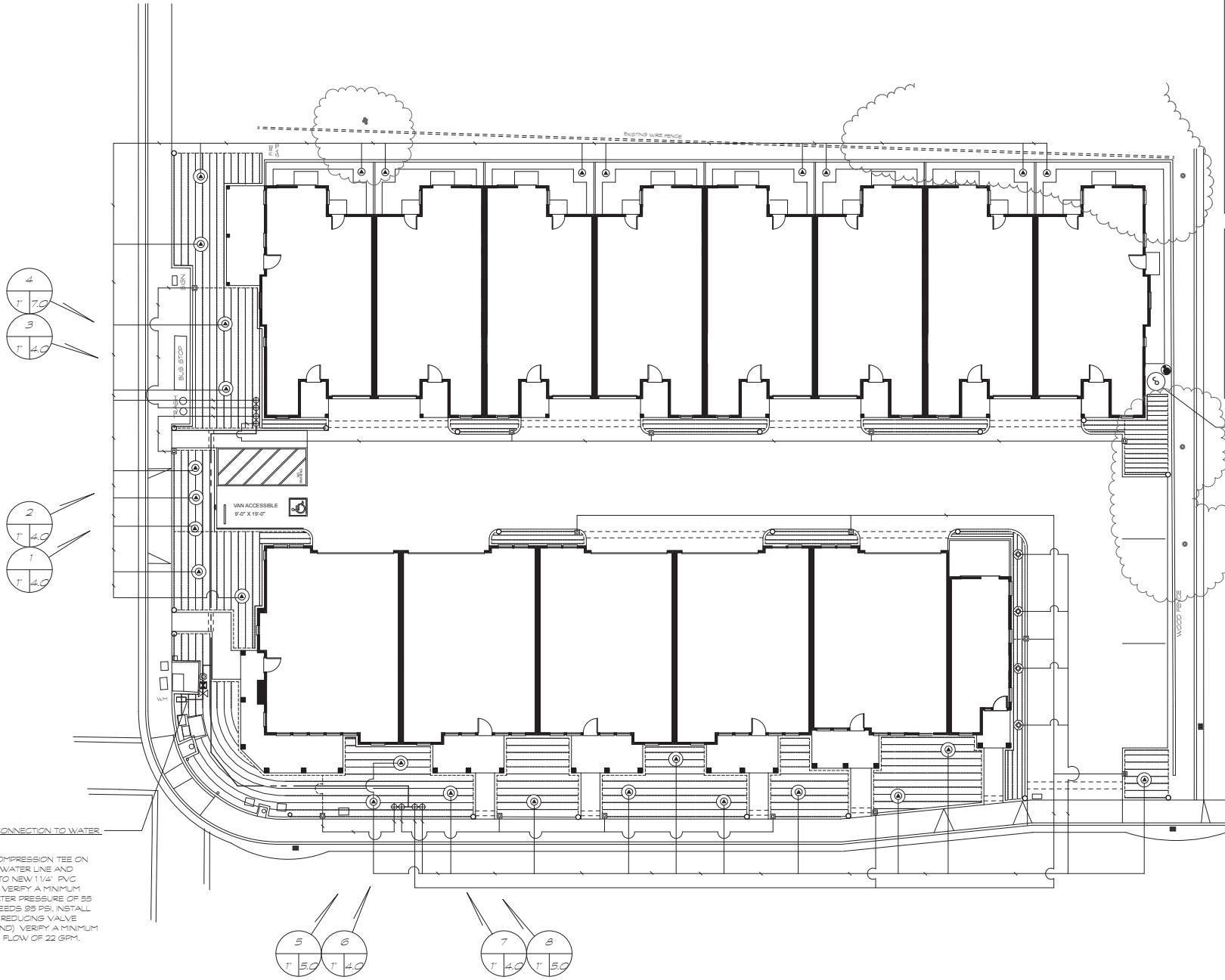
REV. NO.	REVISION
	3/25/21 10/4/22
	2/6/24 3/1/24
	4/28/25 (NATIVE PALETTE)

PLANTING NOTES AND LEGENDS

JOB NO.
DRAWN: MH SCALE: 1/8" = 1'-0"

L-3

ATTACHMENT 4



IRRIGATION INSTALLATION NOTES:

1. IRRIGATION CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO STARTING WORK.
2. THE IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRAY HEADS TO AVOID OVERSPRAY.
3. IRRIGATION CONTROLLER TO BE PROGRAMMED TO OPERATE BETWEEN 8 P.M. AND 8 A.M.
4. THE IRRIGATION CONTROLLER SCHEDULE SHALL BE CHANGED FOR EACH SEASON.
5. THE RAINBIRD AUTOMATIC SHUT OFF DEVICE SHALL BE LOCATED ON TOP OF THE ROOF DIRECTLY ABOVE THE CONTROLLER. THE DEVICE SHALL BE INSTALLED AWAY FROM ANY OVERHANGS OR TREES.
6. AUTOMATIC INLINE VALVES TO BE SET IN VALVE BOXES. LOCATE VALVE BOXES IN GROUND COVER AREAS.
7. LOCATE A CHECK VALVE ABOVE LOWEST HEAD IN EACH SPRAY LINE.

RAINBIRD XFCV NOTES:

1. INSTALL A RAINBIRD DRIP OPERATION INDICATOR ON EACH DRIP ZONE FOR INSTANT VISUAL PROOF THAT LINE IS OPERATING.
2. RAINBIRD XFCV TUBING TO BE STAKED AT 3' ON CENTER.
3. RAINBIRD XFCV TUBING TO BE SPACED AT 18" ON CENTER, KEEP TUBES MINIMUM 4" FROM EDGE OF PLANTING AREA.
4. RAINBIRD XFCV TUBING TO BE BURIED MINIMUM 4", MAXIMUM 6" DEEP.
5. INSTALL A MANUAL FLUSHING VALVE AT THE LOW POINT OF EACH EXHAUST HEADER.

WALL MOUNT EXTERIOR CONTROLLER LOCATION:

PROVIDE CONNECTION TO 120 VOLT POWER WITHIN RIGID STEEL CONDUIT FROM SOURCE TO BE DETERMINED.

ALL ABOVE GRADE CONTROL WIRES SHALL BE CONTAINED WITHIN PVC ELECTRICAL CONDUIT SECURELY FASTENED TO WALL. FINAL CONTROLLER LOCATION TO BE COORDINATED WITH OWNER.

POINT OF CONNECTION TO WATER SUPPLY:

INSTALL COMPRESSION TEE ON DOMESTIC WATER LINE AND CONNECT TO NEW 1 1/4" PVC MAINLINE. VERIFY A MINIMUM STATIC WATER PRESSURE OF 55 PSI. IF EXCEEDS 95 PSI, INSTALL PRESSURE REDUCING VALVE (SEE LEGEND) VERIFY A MINIMUM AVAILABLE FLOW OF 22 GPM.

NORTH

GENERAL NOTES

CONTRACTORS MUST BE PROPERLY AND CURRENTLY LICENSED BY THE CALIFORNIA CONTRACTORS STATE LICENSED BOARD PRIOR TO ENTERING INTO AN AGREEMENT TO PERFORM WORK AND MAY PERFORM ONLY SUCH WORK AS IS WITHIN THE SCOPE OF SAID LICENSED SPECIALTY.

CONTRACTOR SHALL BE RESPONSIBLE FOR BEING FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR COST INCURRED DUE TO DAMAGE AND REPLACEMENT OF SAID UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION. CONTRACTOR SHALL NOTIFY USA UNDERGROUND ALERT @ (800) 277-2600.

0 4' 8' 16 24'

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

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TOWNHOUSE DEVELOPMENT

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THE CONTRACTOR AND OWNER ARE SOLELY RESPONSIBLE FOR QUALITY CONTROL, CONSTRUCTION STANDARDS AND FOR MAINTAINING COMPLIANCE WITH LOCAL AND COUNTY CODES ON THIS PROJECT.

REV. NO.	REVISION
	2/25/21 10/4/22
	2/15/24 3/10/23
	4/25/23 (NATIVE PALETTE)

IRRIGATION PLAN

JOB NO.	DATE: 1/15/20
DRAWN: MH	SCALE: 1/8" = 1'-0"

L-4

ATTACHMENT 4

WATER CALCULATIONS MODEL EFFICIENT WATER USE ORDINANCE

3541
EAST AVENUE
LIVERMORE, CA

California Water Efficient Landscape Worksheet

Reference Evapotranspiration (ET_o)		47.2		Project Type	Residential		0.55
Hydrozone # / Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (Sq. Ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
Regular Landscape Areas							
MEDIUM WATER USE	0.4		0.75	0.53	4750	2533	74135
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
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			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			0.75	0.00		0	0
			Totals		4750	2533	74135
Special Landscape Areas							
VEG. GARDEN			1			0	0
			1			0	0
			1			0	0
			1			0	0
			Totals		0	0	0
						ETWU Total	74135
						Maximum Allowed Water Allowance (MAWA)[e]	76452

[a] Hydrozone # / Planting Description e.g.
1.) Front lawn
2.) Low water use planting
3.) Medium water use planting

[b] Irrigation Method
1.) Overhead Spray
2.) Drip

[c] Irrigation Efficiency
1.) 0.75 for Overhead Spray
2.) 0.81 for Drip

[d] ETWU (Annual Gallons Required) =
Eto x 0.62 x ETAF x Area
Where 0.62 is a conversion factor to change acre-inches per acre per year to gallons per square foot per year

[e] MAWA (Annual Gallons Allowed) =
(Eto) (0.62) [(ETAF x LA) + ((1-ETAF) x SLA)]
Where 0.62 is a conversion factor to change acre-inches per acre per year to gallons per square foot per year, LA is the total regular landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is 0.55 for residential areas and 0.45 for non-residential areas

0.45	Non-Residential
0.55	Residential
0.81	Drip
0.75	Overhead

ETAF Calculations

Regular Landscape Areas	
Total ETAF x Area	2533
Total Area	4750
Average ETAF	0.53

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

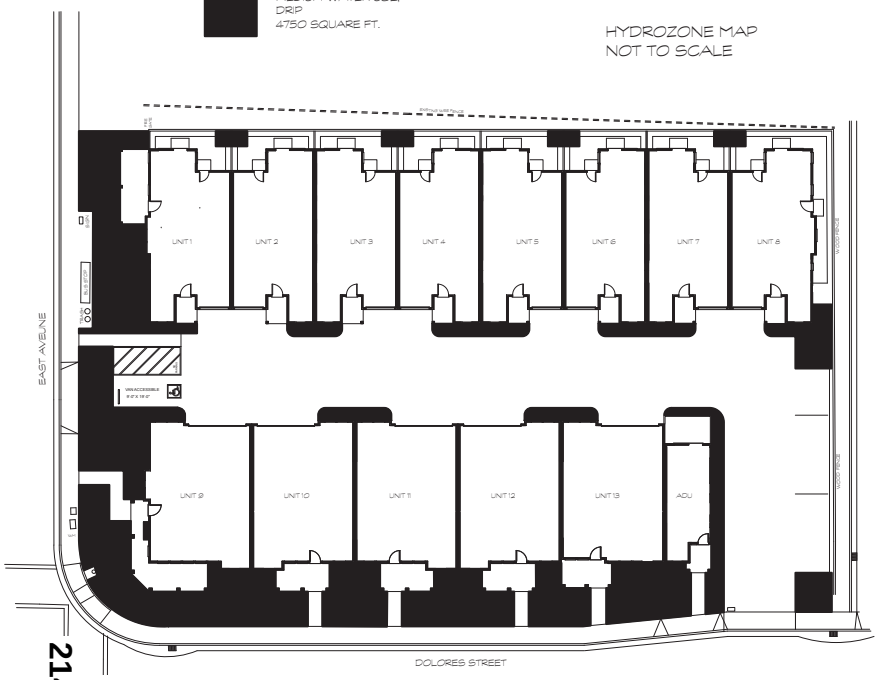
All Landscape Areas	
Total ETAF x Area	2533
Total Area	4750
Average ETAF	0.53

HYDROZONE MAP

HYDROZONE LEGEND

MEDIUM WATER USE,
DRIP
4750 SQUARE FT.

HYDROZONE MAP
NOT TO SCALE



IRRIGATION LEGEND

IRRIGATION LEGEND

SYMBOL	NUMBER	DESCRIPTION
	RAIN BIRD ESP CONTROLLER TM2-12 LNK 2 WIFI	12 STATION CONTROLLER RAIN BIRD LINK WIFI MODULE
	RAIN SENSOR	RAIN BIRD RAIN SENSOR
	FEBCO 825 Y 1"	BACKFLOW PREVENTION DEVICE
	600LX	WILKINS PRESSURE REDUCING VALVE (line size)
	B110	STOCKHOLM GATE VALVE (line size)
	XCZ-100-PRF WITH 200 MESH FILTER	RAINBIRD LOW FLOW PRESSURE REGULATING IN-LINE REMOTE CONTROL ZONE KIT WITH 200 MESH FILTER AND BALL VALVE
	PC-05 BARB PER SCHEDULE BLANK TUBING	RAIN BIRD PRESSURE-COMPENSATING MODULES BARB WITH 1/4 TUBING, STAKES, AND BUG CAP
	RAIN BIRD RWS-M-B-C-PCT-10	RAIN BIRD TREE BUBBLER SYSTEM SEE TREE BUBBLER SYSTEM DETAIL
	PVC TO 3/4" DRIP HEADER /FLUSH	

PIPING LEGEND:

SYMBOL	DESCRIPTION
	1 1/4" MAINLINE SCH. 40 PVC PLASTIC PIPE WITH SCH. 40 P.V.C. SOLVENT FITTINGS. 18" COVER
	1" LATERAL LINE
	3/4" LATERAL LINE
	1/2" LATERAL LINE
ZONE	POINT SOURCE DRIP IRRIGATION ZONE. RAINBIRD XF DRIPLINE TUBING OR EQUAL USE DRIP LINE OPERATION INDICATOR AND FLUSH (USE 1/4" XQ DRIPLINE TO BARB EMITTERS AND STAKES)
	RAINBIRD XFCV .6 gph / 18" spacing DRIPLINE
	4" P.V.C. SLEEVE

POINT SOURCE IRRIGATION
RAINBIRD PC-5 BARB DRIP EMITTER SCHEDULE:

1 GALLON - (1) RAIN BIRD PC-5

5 GALLON - (2) RAIN BIRD PC-5

15 GALLON - (3) RAIN BIRD PC-5

24" BOX TREES- (4) RAIN BIRD PC-5

IRRIGATION NOTES

IRRIGATION SYSTEM CONSTRUCTION NOTES :

GENERAL NOTES:
DO NOT WILLFULLY INSTALL THE IRRIGATION SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DIFFERENCES IN AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE DESIGN OF THE SYSTEM. SUCH OBSTRUCTIONS OR DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE IRRIGATION DESIGNER IMMEDIATELY. NOTIFY THE LANDSCAPE DESIGNER OF ANY ASPECTS OF LAYOUT WHICH WILL PROVIDE INCOMPLETE COVERAGE OF PLANT MATERIAL, AND DO NOT PROCEED WITH WORK UNTIL DESIGNER IS NOTIFIED. IN THE EVENT THAT NOTIFICATION IS NOT PERFORMED, THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY. IT IS THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO FAMILIARIZE HIMSELF WITH THE SITE PRIOR TO CONSTRUCTION.

IT SHALL BE THE IRRIGATION CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED IN THE PLANS. CITY STANDARD DRAWINGS, SPECIFICATION, DETAIL DRAWINGS, AND SPECIFICATIONS, AS WELL AS THE SOILS REPORT, SHALL TAKE PRECEDENCE OVER GENERAL DRAWINGS UNLESS OTHERWISE DIRECTED. THE IRRIGATION DESIGNER ASSUMES NO RESPONSIBILITY BEYOND THE ADEQUACY OF THE DESIGN CONTAINED HEREIN.

DRAWINGS:
DUE TO THE SCALE OF THE DRAWINGS, IT IS NOT POSSIBLE TO INDICATE ALL OFFSETS, FITTINGS, SLEEVES, ETC., WHICH ARE REQUIRED TO COMPLETE THE JOB. THIS PLAN IS DIAGRAMMATIC IN NATURE, AND MEANT AS A GENERAL GUIDE TO CONSTRUCTION. THE IRRIGATION CONTRACTOR SHALL CAREFULLY INSPECT THE STRUCTURAL AND FINISHED CONDITION OF THE FIELD CONDITIONS THAT MAY AFFECT HIS WORK PLAN ACCORDINGLY, AND PROVIDE ALL FITTINGS REQUIRED TO MEET SUCH FIELD CONDITIONS. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN A MANNER THAT AVOIDS CONFLICTS BETWEEN PLANTING, LIGHTING, AND OTHER LANDSCAPE OR ARCHITECTURAL FEATURES. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS ARE FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHERE POSSIBLE.

NOTES:
1. SPRINKLER SYSTEM DESIGNED FOR A MINIMUM OF 18 GPM @ 55 PSI STATIC PRESSURE. IRRIGATION CONTRACTOR TO VERIFY A MINIMUM PRESSURE OF 55 PSI PRIOR TO INSTALLATION.

2. INSTALL BACKFLOW PREVENTION DEVICE APPROXIMATELY WHERE INDICATED AND ACCORDING TO LOCAL CODES (IF APPLICABLE). INSTALL USING BRASS OR COPPER (TYPE K.) NIPPLES, FITTINGS AND UNION. WRAP ALL BRASS OR COPPER NIPPLES AND FITTINGS BELOW FINISH GRADE WITH 10 MIL CORROSION PROTECTION TAPE.

3. ALL EQUIPMENT REQUIRED, BUT NOT SPECIFIED ON THE PLAN SHALL BE INSTALLED BY THE IRRIGATION CONTRACTOR TO INSURE A COMPLETE AND FUNCTIONAL SYSTEM. INSTALL ALL EQUIPMENT IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS AND AS INDICATED IN THE PLAN.

4. CONTROLLER LOCATION APPROXIMATE. EXACT LOCATION OF WALL MOUNT OR PEDESTAL MOUNT CONTROLLER TO BE DETERMINED AT JOBSITE. 110 VOLT ELECTRICAL SUPPLY IS PROVIDED FOR IN IMMEDIATE VICINITY ON ANOTHER SECTION OF CONTRACT.IRRIGATION CONTRACTOR TO MAKE FINAL 110 VOLT ELECTRICAL CONNECTION. USE WATER PROOF CONNECTION FOR OUTDOOR INSTALLATION.

5. THIS PLAN IS DIAGRAMMATIC AND ALL MAINLINES AND VALVES SHOWN IN HARD SURFACE AREAS ARE FOR LABILITY PURPOSE ONLY AND SHALL BE LOCATED IN PLANTED AREAS AS POSSIBLE.

6. USE PRIMER DURING IRRIGATION SUPPLY LINE INSTALLATION. PRESSURE TEST SUPPLY LINES AS NECESSARY PRIOR TO BACKFILL.

7. HOUSE REMOTE CONTROL VALVES IN PLASTIC BOX WITH BOLT DOWN LID. PLACE VALVES 12" FROM ADJACENT SIDEWALKS, BUILDINGS, ETC., AT FINISH GRADE. PLACE DRAIN ROCK UNDER VALVES TO A 6" DEPTH WITH A 3" CLEARANCE UNDER VALVE. STENCIL VALVE BOX NUMBER ON LID. COIL 3 FEET OF EXCESS WIRE IN VALVE BOX.

8. INSTALL 4" AND 6" POP UPS USING TRIPLE SWING RISER ASSEMBLIES CONSISTING OF SCHEDULE 80 NIPPLES AND SCHEDULE 40 FITTINGS. PLACE HEADS 6 INCHES FROM ADJACENT CURBS, SIDEWALKS, ETC., AND SET 1/2 INCH ABOVE FINISH GRADE. SET FLUSH WITH FINISH GRADE IN LAWN AREAS.

9. ALL PIPE UNDER A.C. PAVEMENT SHALL BE 1120/ SCHEDULE 40 PVC PIPE, 24 INCH COVER, WITH SAND BLANKET AROUND PIPE AND A MINIMUM OF 6" SAND COVER ON TOP SIDE OF PIPE.

10. ALL VALVE CONTROL WIRE SHALL BE AWG 14 TYPE UF, 600 VOLT TEST DIRECT BURIAL. CONNECT WIRE USING PEN-TITE CONNECTORS WITH EPOXY RESIN.

11. ADJUST ALL SPRINKLER HEADS FOR COMPLETE COVERAGE WITH MINIMUM SPRAY ON SIDEWALKS, ETC. AND THROTTLE FLOW CONTROL AT VALVE FOR OPTIMUM OPERATION.

12. 1 1/4 INCH SCHEDULE 40 PVC PRESSURE MAIN LINE TO POINT OF CONTROL.

13. THE IRRIGATION CONTRACTOR SHALL GUARANTEE THE IRRIGATION SYSTEM AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE

14. THE IRRIGATION SYSTEM SHALL BE FULLY AUTOMATIC, FULLY OPERATIONAL, AND DEMONSTRATE FULL AND UNIFORM COVERAGE, AND BE LEFT READY FOR OPERATION PRIOR TO JOB COMPLETION.

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TOWNHOUSE DEVELOPMENT

3541 EAST AVE
LIVERMORE, CA.

NOTE:
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THE CONTRACTOR AND OWNER ARE SOLELY RESPONSIBLE FOR QUALITY CONTROL, CONSTRUCTION STANDARDS AND FOR MAINTAINING COMPLIANCE WITH LOCAL AND/COUNTY CODES ON THIS PROJECT.

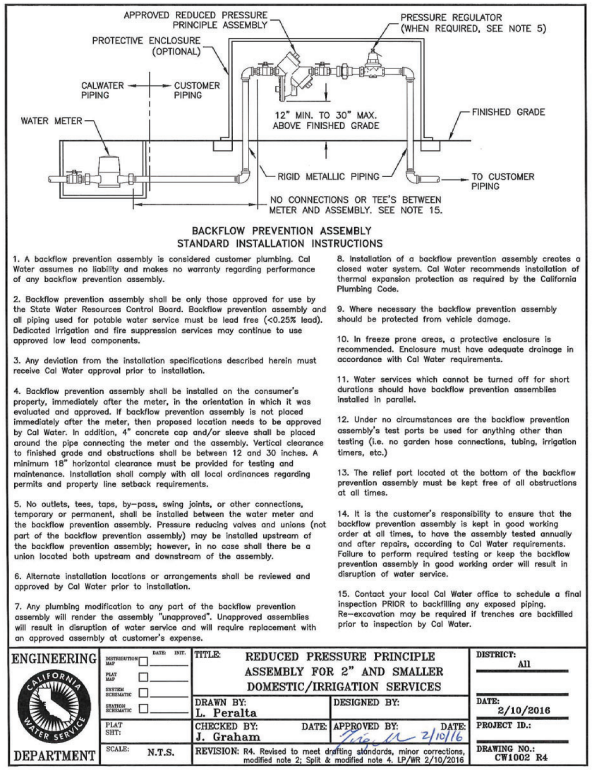
REV. NO.	REVISION
	2/25/21 12/4/22
	2/15/24 3/1/24
	4/28/25 (NATIVE PALETTE)

IRRIGATION NOTES

JOB NO.	DATE: 1/15/20
DRAWN: MPH	

L-5

ATTACHMENT 4



BACKFLOW PREVENTION ASSEMBLY
STANDARD INSTALLATION INSTRUCTIONS

1. A backflow prevention assembly is considered customer plumbing. Cal Water assumes no liability and makes no warranty regarding performance of any backflow prevention assembly.

2. Backflow prevention assembly shall be only those approved for use by the State Water Resources Control Board. Backflow prevention assembly and all piping used for potable water service must be lead free (<0.25% lead). Dedicated irrigation and fire suppression services may continue to use approved low lead components.

3. Any deviation from the installation specifications described herein must receive Cal Water approval prior to installation.

4. Backflow prevention assembly shall be installed on the consumer's property, immediately after the meter, in the orientation in which it was evaluated and approved. If backflow prevention assembly is not placed immediately after the meter, then proposed location needs to be approved by Cal Water. In addition, 4" concrete cap and/or sleeve shall be placed around the pipe connecting the meter and the assembly. Vertical clearance to finished grade and obstructions shall be between 12 and 30 inches. A minimum 18" horizontal clearance must be provided for testing and maintenance. Installation shall comply with all local ordinances regarding permits and property line setback requirements.

5. No outlets, tees, taps, by-pass, swing joints, or other connections, temporary or permanent, shall be installed between the water meter and the backflow prevention assembly. Pressure reducing valves and unions (not part of the backflow prevention assembly) may be installed upstream of the backflow prevention assembly; however, in no case shall there be a union located both upstream and downstream of the assembly.

6. Alternate installation locations or arrangements shall be reviewed and approved by Cal Water prior to installation.

7. Any plumbing modification to any part of the backflow prevention assembly will render the assembly "unapproved". Unapproved assemblies will result in disruption of water service and will require replacement with an approved assembly at customer's expense.

8. Installation of a backflow prevention assembly creates a closed water system. Cal Water recommends installation of thermal expansion protection as required by the California Plumbing Code.

9. Where necessary the backflow prevention assembly should be protected from vehicle damage.

10. In freeze prone areas, a protective enclosure is recommended. Enclosure must have adequate drainage in accordance with Cal Water requirements.

11. Water services which cannot be turned off for short durations should have backflow prevention assemblies installed in parallel.

12. Under no circumstances are the backflow prevention assembly's test ports be used for anything other than testing (i.e. no garden hose connections, tubing, irrigation timers, etc.)

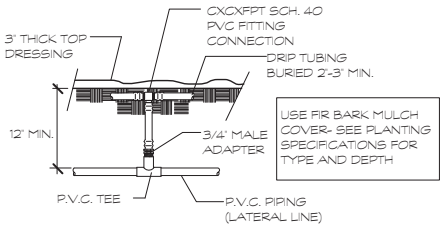
13. The relief port located at the bottom of the backflow prevention assembly must be kept free of all obstructions at all times.

14. It is the customer's responsibility to ensure that the backflow prevention assembly is kept in good working order at all times, to have the assembly tested annually and after repairs, according to Cal Water requirements. Failure to perform required testing or keep the backflow prevention assembly in good working order will result in disruption of water service.

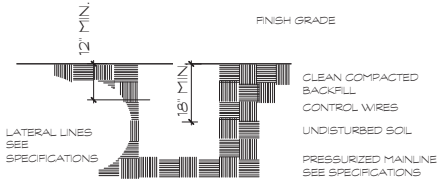
15. Contact your local Cal Water office to schedule a final inspection PRIOR to backfilling any exposed piping. Re-excavation may be required if trenches are backfilled prior to inspection by Cal Water.

ENGINEERING DEPARTMENT	TITLE: REDUCED PRESSURE PRINCIPLE ASSEMBLY FOR 2" AND SMALLER DOMESTIC/IRRIGATION SERVICES		DISTRICT: All
	DRAWN BY: L. Peralta	DESIGNED BY:	DATE: 2/10/2016
	CHECKED BY: J. Graham DATE:	APPROVED BY: DATE: 2/10/16	PROJECT ID.:
	SCALE: N.T.S.	REVISION: R4. Revised to meet drafting standards, minor corrections, modified note 2; Split & modified note 4. LP/WR 2/10/2016	DRAWING NO.: CW1002 R4

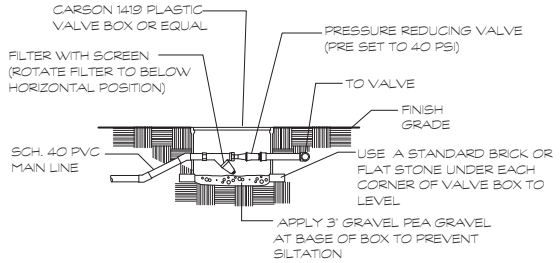
BACKFLOW PREVENTION DEVICE
NO SCALE



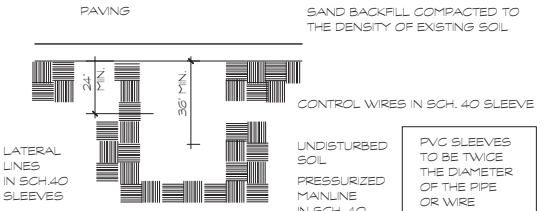
DRIP CONNECTION :
PVC TO POLYTUBE ON GRADE



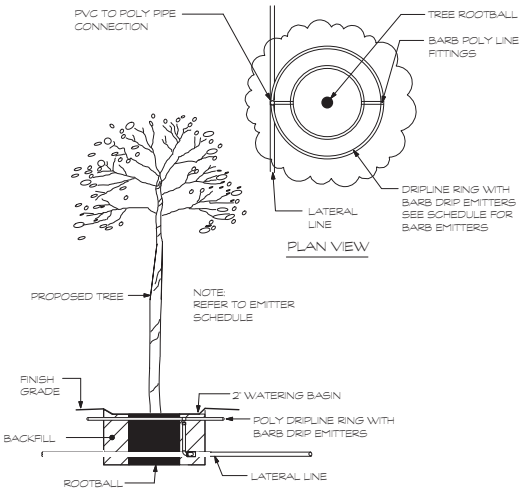
PIPE TRENCHING
NO SCALE



FILTER/ PRESSURE REGULATOR
NO SCALE



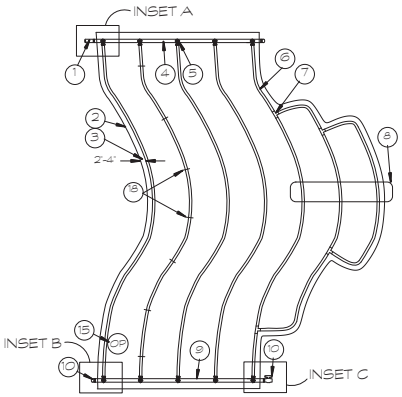
SLEEVING INSTALLATION
NO SCALE

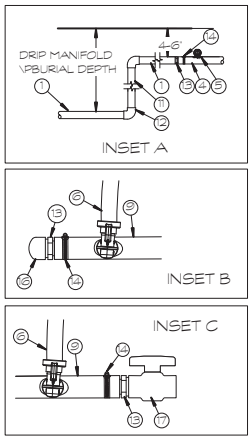


TREE DRIP SYSTEM
NO SCALE

NOTES:

1. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. SEE INSTALLATION SPECIFICATIONS ON RAIN BIRD WEB SITE (WWW.RAINBIRD.COM) FOR SUGGESTED SPACING.
2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE.
3. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
4. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

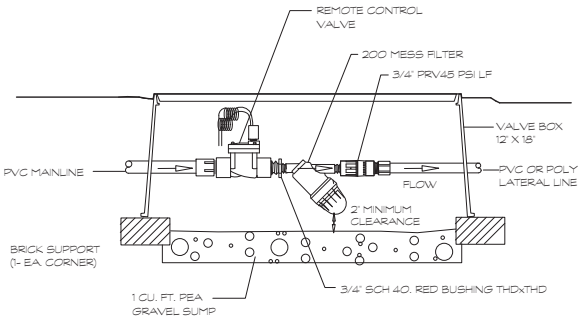




1. PVC SUPPLY PIPE FROM RAIN BIRD CONTROL ZONE KIT (SIZED TO MEET LATERAL FLOW DEMAND) PERIMETER OF AREA
2. PERIMETER OF AREA
3. PERIMETER DRIPLINE PIPE TO BE INSTALLED 2'-4" FROM PERIMETER OF AREA
4. QF-SUPPLY HEADER
5. PRE-INSTALLED BARB FITTING
6. RAIN BIRD XFS SERIES DRIPLINE (TYPICAL)
7. BARB X BARB INSERT TEE: RAIN BIRD XFF-TEE (TYPICAL)
8. TOTAL LENGTH OF SELECTED DRIPLINE SHOULD NOT EXCEED LENGTH SHOWN IN TABLE
9. QF-FLUSH HEADER
10. FLUSH POINT WITH PVC CAP OR OPTIONAL PVC BALL VALVE
11. PVC RISER PIPE
12. PVC SCH 40 ELL (TYPICAL)
13. XF SERIES INSERT FITTING XFF-MA- 050/075 (TYPICAL)
14. STAINLESS STEEL, OETIKER OR MURRAY CLAMP
15. OPERATION INDICATOR RAIN BIRD MODEL: OPERIND
16. PVC SCH 40 CAP
17. PVC SCH 40 BALL VALVE
18. XF SERIES TIE-DOWN STAKES (TDS-050)

REFER TO RAIN BIRD DRIPLINE DESIGN GUIDE FOR PROPER SPACING

XFCV SUB-SURFACE DRIPLINE / POINT SOURCE EMITTERS
CURVED EDGE LAYOUT QF HEADER NO SCALE



LOW-VOLUME CONTROL SYSTEM
NO SCALE

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MHOFFMANN@SBCGLOBAL.NET

TOWNHOUSE DEVELOPMENT

3541 EAST AVE
LIVERMORE, CA.

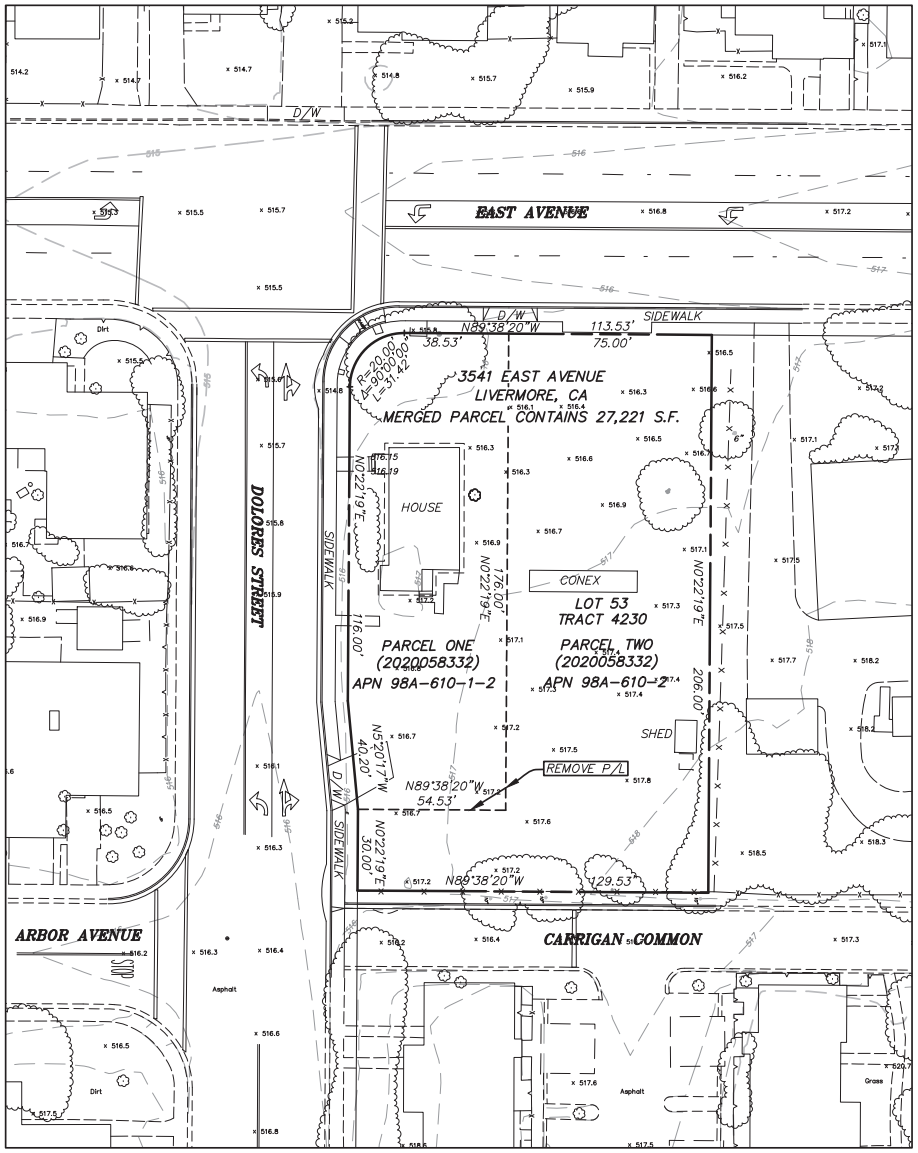
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REV. NO.	REVISION
	2/25/21 1/24/22
	2/15/24 3/1/23
	4/25/23 (NATIVE PALETTE)

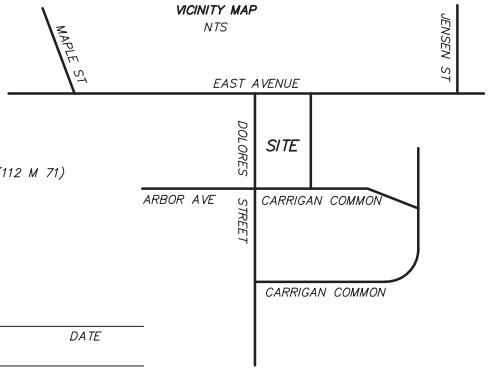
IRRIGATION DETAILS

JOB NO.	DATE: 1/15/20
DRAWN: MH	

L-6



VICINITY MAP
NTS



BASIS OF BEARINGS

MAP OF TRACT 4230 (112 M 71)

PROPERTY ADDRESS:

3541 EAST AVENUE
LIVERMORE, CA

RECORD OWNERS:

FAYEZ ABBOUD, TR. DATE

RIMA ABBOUD, TR. DATE

TRUSTEES OF THE ABBOUD FAMILY REVOCABLE TRUST

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF FAYEZ ABBOUD IN FEBRUARY OF 2025.

DARRYL ALEXANDER DATE
L.S. NO. 5071

PROFESSIONAL LAND SURVEYOR
DARRYL A. ALEXANDER
No. L 5071
STATE OF CALIFORNIA

N

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

SITE PLAN
PARCEL MAP WAIVER

TENTATIVE PARCEL MAP 11527

BEING A MERGER OF PARCEL ONE AND PARCEL TWO AS DESCRIBED IN THE GRANT DEED RECORDED MARCH 11, 2020 AS DOCUMENT NO. 2020058332 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
FEBRUARY 2025

ALEXANDER & ASSOCIATES INC.
SURVEYORS – PLANNERS – ENGINEERS
PLEASANTON, CALIFORNIA

SHEET 1 OF 1 SHEETS

24256

BENCHMARK

THE ELEVATIONS SHOWN HEREON WERE BASED UPON CITY OF LIVERMORE BENCHMARK E-1, CITY MONUMENT AT DOLORES STREET. ELEVATION = 515.24'

IMPROVEMENT PLANS
3541 EAST AVENUE

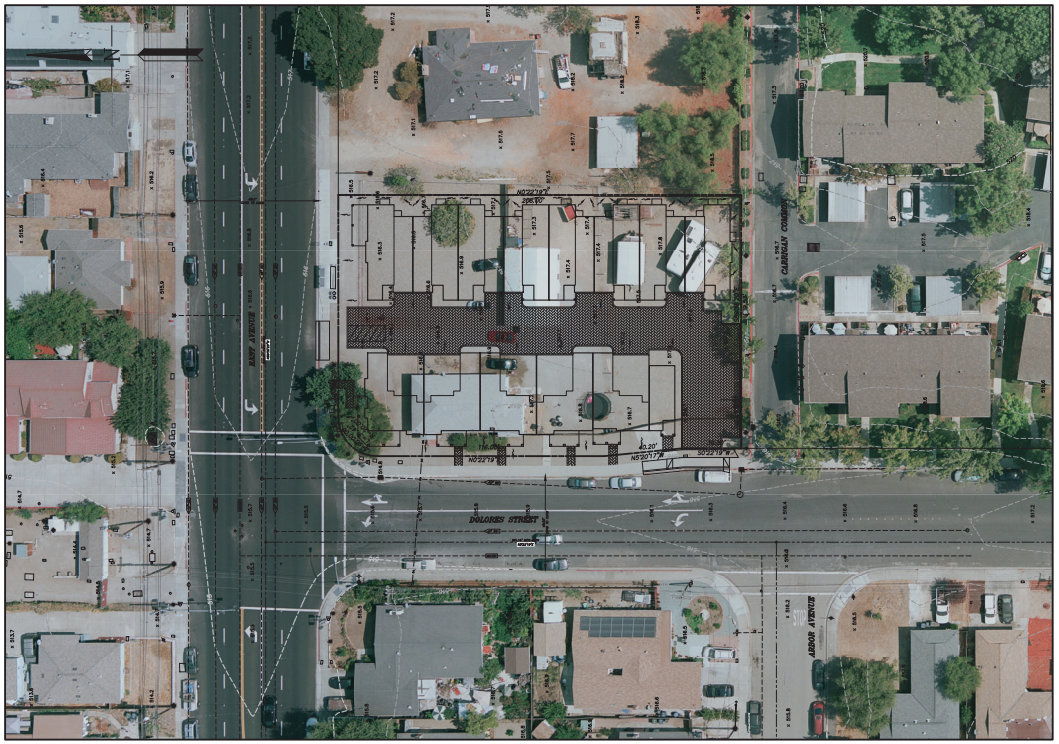
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA



VICINITY MAP
NTS

LEGEND

PROPOSED	DESCRIPTION	EXISTING
	TRACT BOUNDARY	
	LOT LINE	
	RIGHT OF WAY	
	CENTER LINE	
	MATCH LINE	
	RETAINING WALL	
	EASEMENT LINE	
12"SD	STORM DRAIN	EX 12"SD
8"SS	SANITARY SEWER	EX 8"SS
8"W	WATER	EX 8"W
	CURB & GUTTER	EX C/G
	TEMPORARY CONSTRUCTION GATE	
	NEW ENTRANCE GATE	
	STORM WATER INLET	
	FIELD INLET	
	DIRECTION OF FLOW	
	MANHOLE	
	FIRE HYDRANT	
	BLOW OFF	
	WATER VALVE	
	SANITARY SEWER CLEAN OUT	
	STREET LIGHT	
	EXIST. TREE (TO REMAIN)	ø00
	EXIST. TREE (TO REMOVED)	ø00
150	CONTOUR ELEVATIONS	150
x 525.2	SPOT ELEVATION	x 525.2



SITE MAP
1"=30'

SHEET INDEX

C1. COVER SHEET
C2. TOPOGRAPHIC SURVEY & DEMOLITION PLAN
C3. IMPROVEMENT PLAN
C4. UTILITY PLAN
C5. C.3 DRAINAGE PLAN

NOTES

1. OWNER: FRANK ABBOUD, P.O. BOX 3975, HAYWARD, CA 94540, (510)-541-5353, frankabboud@gmail.com, CONTACT: FRANK ABBOUD

2. CIVIL ENGINEER: ALEXANDER & ASSOCIATES, 147 OLD BERNAL DRIVE, SUITE 10, PLEASANTON, CA 94566, (925) 462-2255, CONTACT: DARRYL ALEXANDER

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
BC	BEGINNING OF CURVE
BVC	BEGIN VERTICAL CURVE
BO	BLOW OFF
BW	BOTTOM OF WALL
CL	CENTER LINE
CMP	CORRUGATED METAL PIPE
CP	CENTER POINT
CS	CURB STATION
DWY	DRIVEWAY
DIP	DUCTILE IRON PIPE
EC	END OF CURVE
EVC	END VERTICAL CURVE
EVA	EMERGENCY VEHICLE ACCESS
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
EX	EXISTING
FC	FACE OF CURB
FG	FINISHED GRADE
FI	FIELD INLET
FL	FLOW LINE
GB	GRADE BREAK
GR	GRATE
HP	HIGH POINT
INV	INVERT ELEVATION
LP	LOW POINT
LS	LANDSCAPING
MH	MANHOLE
PAE	PRIVATE ACCESS EASEMENT
PL	PROPERTY LINE
PP	PERVIOUS PAVERS
PSDE	PRIVATE STORM DRAIN EASEMENT
PSSE	PRIVATE SANITARY SEWER EASEMENT
PSE	PUBLIC SERVICE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
RCP	REINFORCED CONCRETE PIPE
RW	RIGHT OF WAY
SDE	STORM DRAIN EASEMENT
STA	STATION
SWI	STORM WATER INLET
SWK	SIDEWALK
TC	TOP OF CURB
TRC	TOP OF ROLLED CURB
TW	TOP OF WALL
WM	WATER METER
VC	VERTICAL CURVE

REGISTERED PROFESSIONAL ENGINEER — ROBERT D. DIESTLER — NO. C 66722 — EXPIRES 09/30/24 — CIVIL — STATE OF CALIFORNIA

Rob Diestler

REV	DATE	DESCRIPTION	APPROVAL

PROJECT NAME: COVER SHEET

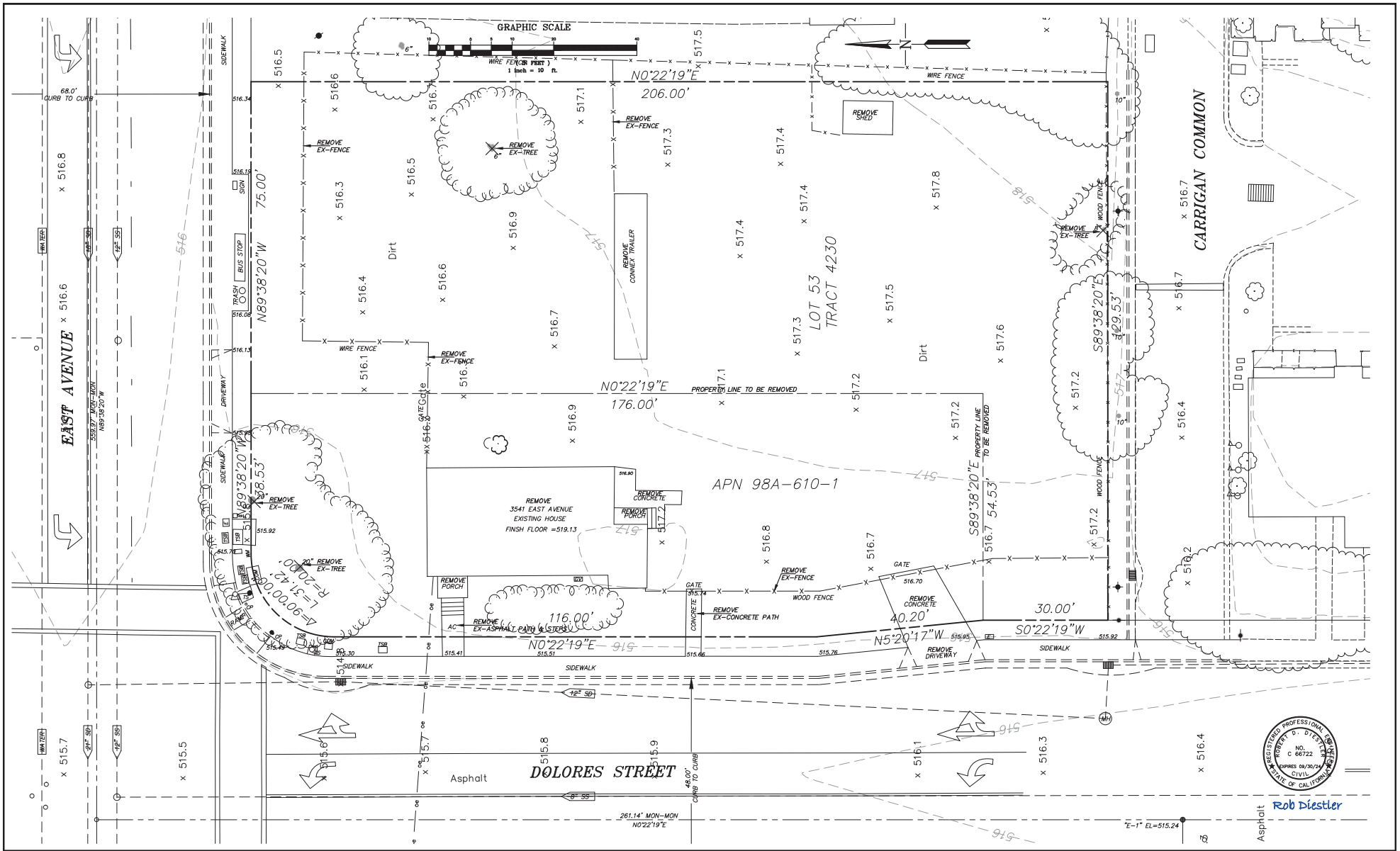
ALEXANDER & ASSOCIATES INC. — SURVEYORS, ENGINEERS, PLANNERS
147 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA 94566
surveyor@trivalley.com (925) 462-2255

DRAWN BY:	STAFF
DESIGNED BY:	
CHECKED BY	DA
SCALE:	AS SHOWN

SHEET TITLE: APN 98A-610-1, 3541 EAST AVENUE, LIVERMORE, CALIFORNIA

JOB NO.:	2020198
DISK NO.:	
FILE NO.:	2020198CAD
DATE:	5-8-23

SHEET NO.: C1 OF 5 SHEETS



Rob Diestler

REV	DATE	DESCRIPTION	APPROVAL

PROJECT NAME

TOPOGRAPHIC SURVEY & DEMOLITION PLAN

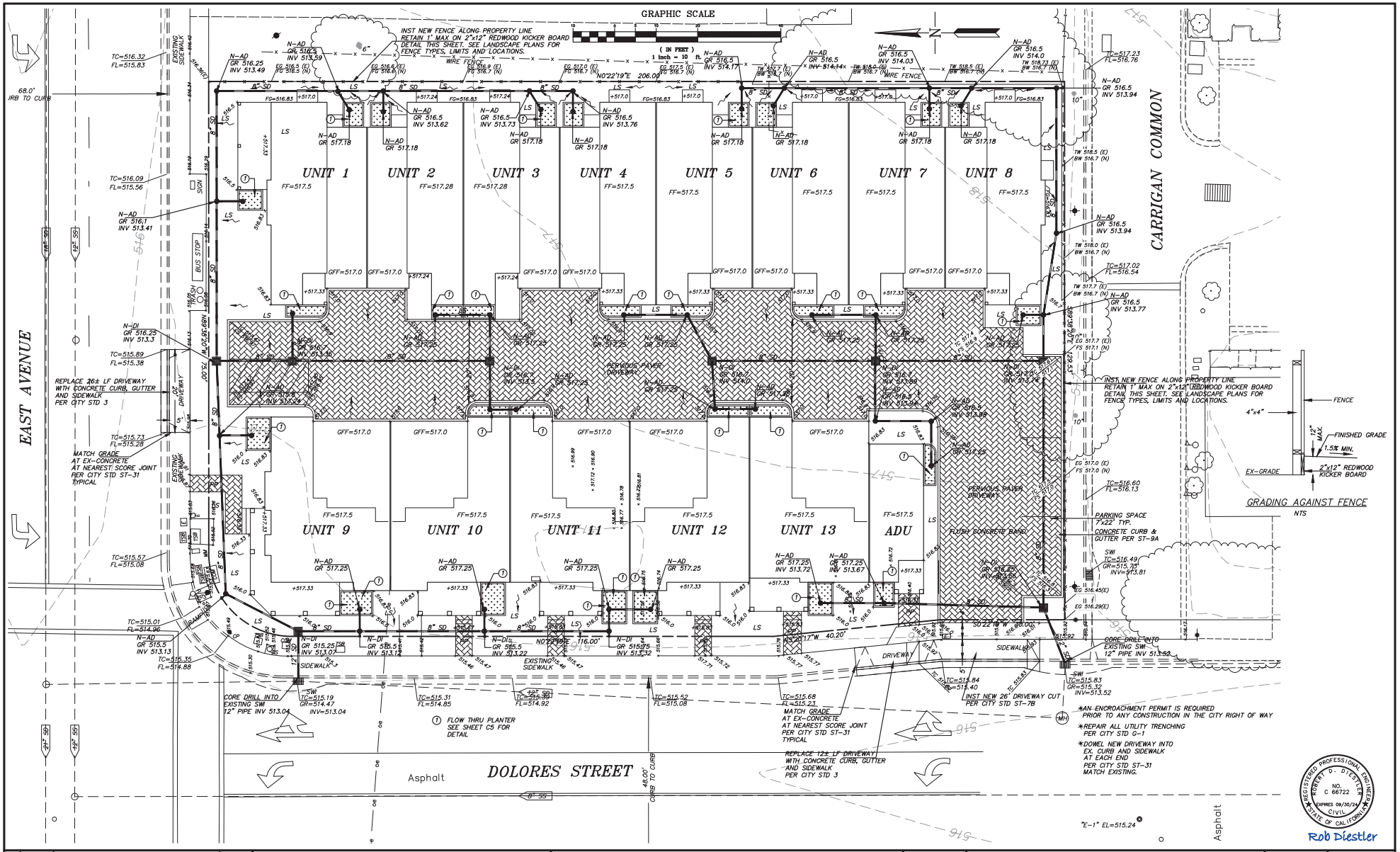
ALEXANDER & ASSOCIATES INC.
SURVEYORS
ENGINEERS
PLANNERS
147 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA 94566
surveyor@trivalley.com (925) 462-2255

DRAWN BY:	STAFF
DESIGNED BY:	
CHECKED BY	DA
SCALE:	AS SHOWN

SHEET TITLE

APN 98A-610-1
3541 EAST AVENUE
LIVERMORE, CALIFORNIA

JOB NO.:	2020198
DISK NO.:	
FILE NO.:	2020198CAD
DATE:	5-8-23
SHEET NO.:	C2
	OF 5 SHEETS



REGISTERED PROFESSIONAL ENGINEER ROBERT D. DIESTLER NO. C 66722 EXPIRES 09/30/24 CIVIL STATE OF CALIFORNIA

Rob Diestler

REV	DATE	DESCRIPTION	APPROVAL

PROJECT NAME

IMPROVEMENT PLAN

ALEXANDER & ASSOCIATES INC.
SURVEYORS
ENGINEERS
PLANNERS
147 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA 94566
surveyor@trivalley.com (925) 462-2255

DRAWN BY:	STAFF
DESIGNED BY:	
CHECKED BY	DA
SCALE:	AS SHOWN

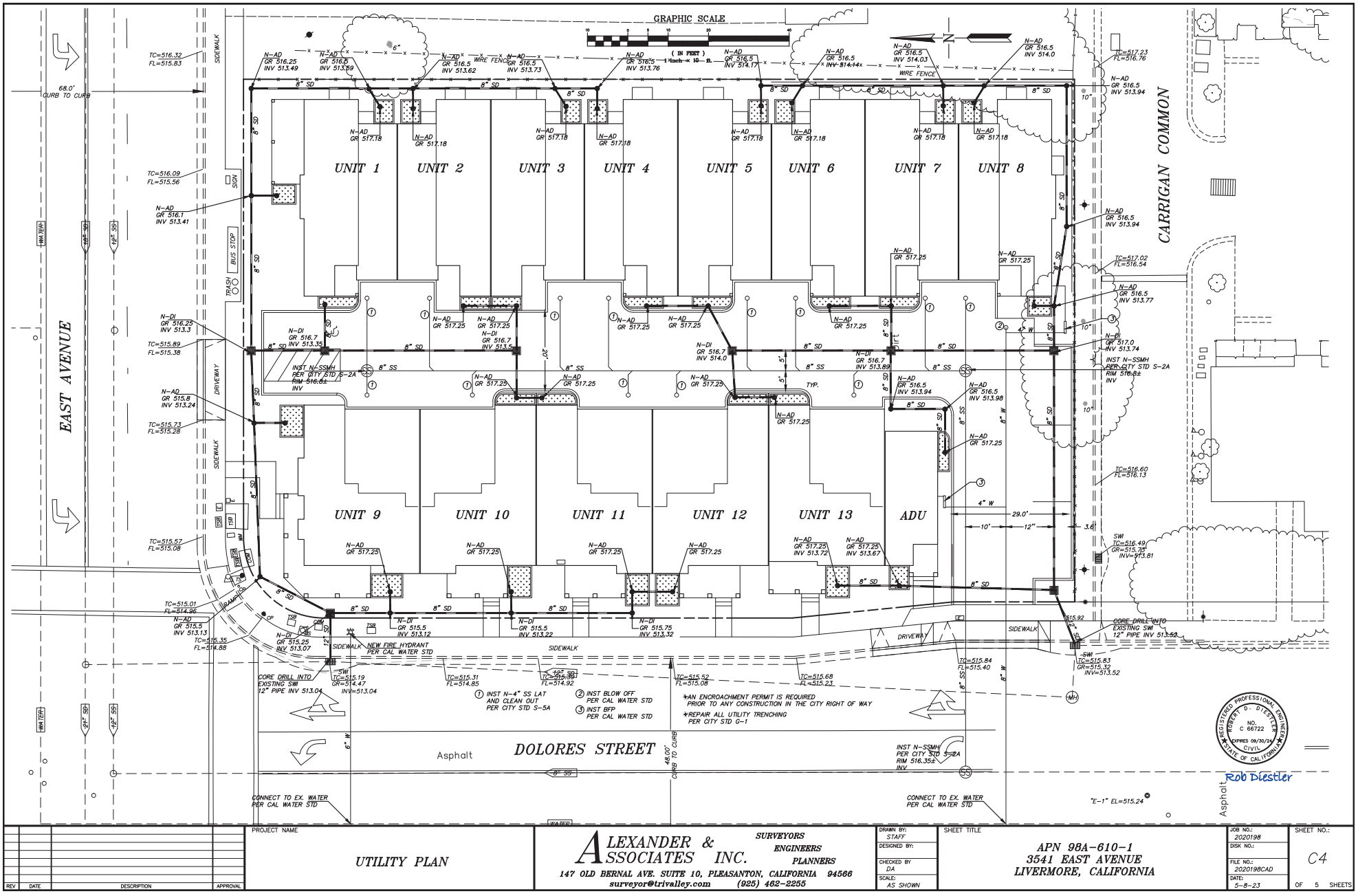
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APN 98A-610-1
3541 EAST AVENUE
LIVERMORE, CALIFORNIA

JOB NO.:	2020198
DISK NO.:	
FILE NO.:	2020198CAD
DATE:	5-8-23

SHEET NO.: C3

OF 5 SHEETS



REV	DATE	DESCRIPTION	APPROVAL

PROJECT NAME: UTILITY PLAN

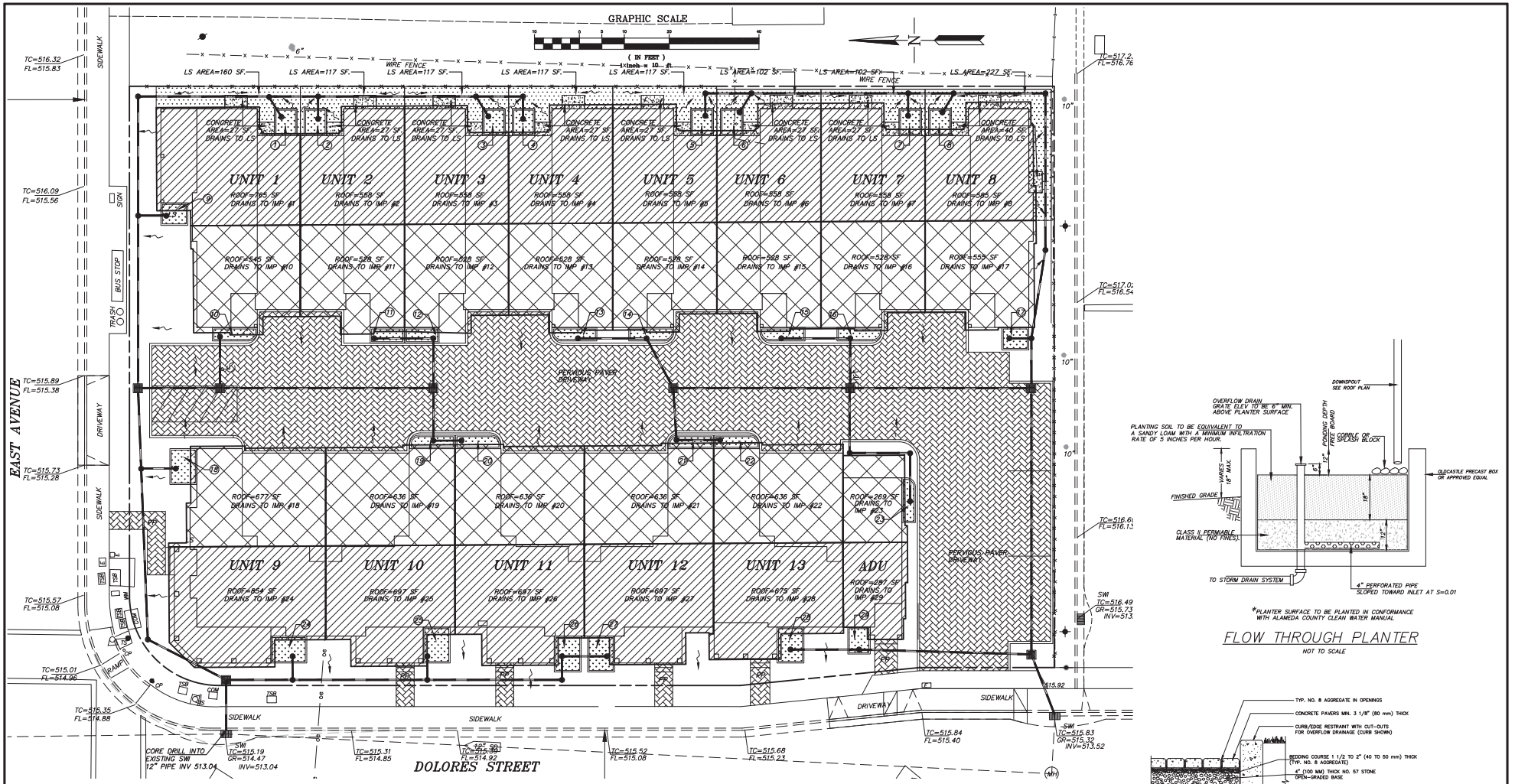
ALEXANDER & ASSOCIATES INC.
SURVEYORS
ENGINEERS
PLANNERS
147 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA 94566
surveyor@trivalley.com (925) 462-2255

DRAWN BY: STAFF
DESIGNED BY:
CHECKED BY: DA
SCALE: AS SHOWN

SHEET TITLE: APN 98A-610-1
3541 EAST AVENUE
LIVERMORE, CALIFORNIA

JOB NO.: 2020198
DISK NO.:
FILE NO.: 2020198CAD
DATE: 5-8-23

SHEET NO.: C4
OF 5 SHEETS



1. IMP #1 FLOW THRU PLANTER AREA=23 SF.
2. IMP #2 FLOW THRU PLANTER AREA=23 SF.
3. IMP #3 FLOW THRU PLANTER AREA=23 SF.
4. IMP #4 FLOW THRU PLANTER AREA=23 SF.
5. IMP #5 FLOW THRU PLANTER AREA=23 SF.
6. IMP #6 FLOW THRU PLANTER AREA=23 SF.
7. IMP #7 FLOW THRU PLANTER AREA=23 SF.
8. IMP #8 FLOW THRU PLANTER AREA=23 SF.
9. IMP #9 FLOW THRU PLANTER AREA=23 SF.
10. IMP #10 FLOW THRU PLANTER AREA=21 SF.
11. IMP #11 FLOW THRU PLANTER AREA=21 SF.
12. IMP #12 FLOW THRU PLANTER AREA=21 SF.
13. IMP #13 FLOW THRU PLANTER AREA=21 SF.
14. IMP #14 FLOW THRU PLANTER AREA=21 SF.
15. IMP #15 FLOW THRU PLANTER AREA=21 SF.
16. IMP #16 FLOW THRU PLANTER AREA=21 SF.
17. IMP #17 FLOW THRU PLANTER AREA=23 SF.
18. IMP #18 FLOW THRU PLANTER AREA=39 SF.
19. IMP #19 FLOW THRU PLANTER AREA=21 SF.
20. IMP #20 FLOW THRU PLANTER AREA=21 SF.
21. IMP #21 FLOW THRU PLANTER AREA=21 SF.
22. IMP #22 FLOW THRU PLANTER AREA=21 SF.
23. IMP #23 FLOW THRU PLANTER AREA=21 SF.
24. IMP #24 FLOW THRU PLANTER AREA=39 SF.
25. IMP #25 FLOW THRU PLANTER AREA=39 SF.
26. IMP #26 FLOW THRU PLANTER AREA=39 SF.
27. IMP #27 FLOW THRU PLANTER AREA=39 SF.
28. IMP #28 FLOW THRU PLANTER AREA=39 SF.
29. IMP #29 FLOW THRU PLANTER AREA=23 SF.

*PLANTER SURFACE TO BE PLANTED IN CONFORMANCE WITH ALAMEDA COUNTY CLEAN WATER MANUAL

FLOW THROUGH PLANTER
NOT TO SCALE

NOTES:
1. 2 3/8" (60 MM) THICK PAVERS MAY BE USED IN PEDESTRIAN APPLICATIONS.
2. NO. 2 STONE SUBBASE THICKNESS VARIES WITH DESIGN. CONSULT ICPI PERMEABLE INTERLOCKING CONCRETE PAVEMENT MANUAL.

PERVIOUS PAVER DETAIL
NTS

REGISTERED PROFESSIONAL ENGINEER ROBERT D. DIESTLER NO. C 66722 EXPIRES 09/30/24 CIVIL STATE OF CALIFORNIA

Rob Diestler

REV	DATE	DESCRIPTION	APPROVAL

PROJECT NAME: C.3 DRAINAGE PLAN

ALEXANDER & ASSOCIATES INC.
SURVEYORS ENGINEERS PLANNERS
147 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA 94566
surveyor@trivalley.com (925) 462-2255

DRAWN BY: STAFF
DESIGNED BY:
CHECKED BY DA
SCALE: AS SHOWN

SHEET TITLE: APN 98A-610-1
3541 EAST AVENUE
LIVERMORE, CALIFORNIA

JOB NO.: 2020198
DISK NO.:
FILE NO.: 2020198CAD
DATE: 5-8-23

SHEET NO.: C5
OF 5 SHEETS

Frank Abboud Color Board



1. Roofing shall be Certainteed Presidential Series Autumn Blend.
2. Stone shall be Boral Palermo Del Mar Ledgstone.
3. Siding shall be Hardie Lap Siding 8 1/4" wide with 1 1/4" lap and 7" exposure.
4. Doors and Windows shall be Andersen 100 series.
5. Trim shall be painted Benjamin Moore Brownstone CSP-240.
6. Stucco shall be painted Kelly Moore Malibu Beige KM 216.
7. Siding shall be painted Benjamin Moore Durango 2137-30
8. Brick shall be McNear Dover Thin Brick

1



2



4



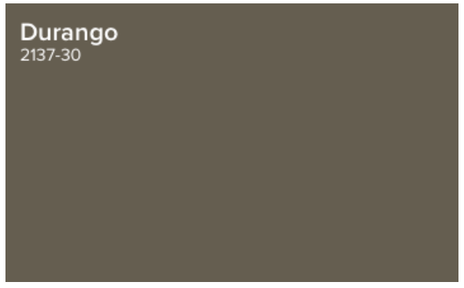
5



6



7



8



Terry J. Townsend

• Architect •

Technical Memorandum

Date: June 9, 2025

To: Frank Abboud and Terry J. Townsend
N17

From: Praveena Samaleti
TJKM

Jorge A. Muradas, EIT
TJKM

Jurisdiction: City of Livermore

Subject: ***3541 East Avenue – Transportation Assessment (Update)***

The purpose of this memorandum is to present the results of the updated transportation assessment evaluating the proposed development at 3541 East Avenue, consisting of a parcel of land located at the southeast corner of the intersection of East Avenue and Dolores Street, in Livermore, California.

This memorandum is meant to update and supersede a previous Technical Memorandum prepared for the same site titled "East and Dolores Traffic Study" dated November 9th, 2020. The Year 2020 transportation assessment consisted of the evaluation of the development of the project site to consist of 9 multi-family residential units. The updated transportation assessment evaluates the development with an increase in the number of multi-family residential units from 9 units to 13 units.

The Year 2020 memorandum documenting the assessment of the project site with 9 multi-family residential units is included in **Attachment 1**.

This updated transportation assessment includes a trip generation, vehicle miles traveled (VMT) analysis, an onsite circulation evaluation, and access analysis. These evaluations are aimed to address the following:

1. *Identify whether the project would result in any significant VMT impact based on OPR's screening methods.*

Per the Technical Advisory published by the Governor's Office of Planning and Research (OPR), a quantitative VMT assessment forms the basis of the CEQA analysis for a proposed project. Effective as of July 1, 2020, intersection LOS can no longer be used to determine significant impacts for CEQA purposes.

The OPR guidelines include the following screening criteria for identifying projects that can be presumed to have a less-than-significant impact:

- Within a Transit Priority Area, depending on applicability;
- Within a designated low VMT area; or,
- Local Serving Projects.

Local serving projects include K-1 public schools, local parks, daycare centers, retail facilities of less than 50,000 SF, non-destination hotels, student housing, assembly uses, community institutions, locally serving community colleges, affordable or supportive housing, assisted living facilities, senior housing, or projects generally generating less than 110 average daily trips (ADT).

To estimate trips generated by the proposed development for the weekday morning (AM) and weekday afternoon (PM) peak periods as well as for weekday daily trips, TJKM utilized the published trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, and consistent with the methodology published in ITE's Trip Generation Handbook, 3rd Edition.

TJKM used published trip rates for the ITE Land Use Code 220 (*Multifamily Housing – Low-Rise*) to establish the proposed land uses.

The trip generation is shown in **Table 1**, the Project is calculated to generate approximately 88 ADT during a typical weekday, including 6 AM peak hour trips (1 In / 5 Out) and 7 PM peak hour trips (4 In / 3 Out).

Therefore, since the project trip generation results in 88 ADT (lower than the OPR's VMT screening threshold of 110 ADT), the Project is screened out from a VMT analysis.

Table 1: Project Trip Generation

3541 East Avenue - Trip Generation																		
Land Use	ITE Code	Land Use Intensity		------ Weekday ------														
				Daily			AM Peak Hour						PM Peak Hour					
				Rate		Total	Rate	Total	In %	Out %	In	Out	Rate	Total	In %	Out %	In	Out
Multifamily Low-Rise Units	220	13	DU	6.74	DU	88	0.47	6	24%	76%	1	5	0.57	7	62%	38%	4	3
Total Proposed Units		13 Units				**88**		**6**			**1**	**5**		**7**			**4**	**3**

Source - Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition (09/2021).

2. *Provide on-site circulation analysis.*

As shown in the project site plan included in **Attachment 2**, the Project provides one two-car garage for each of the thirteen (13) proposed units. In addition, there are three (3) guest parking spaces planned to be located adjacent to the project site entrance and one (1) van-accessible parking space on the northern side of the planned development.

On-site circulation is planned to consist of an internal street that will connect with the project driveway forming an L-shaped pathway for users. The internal street will run parallel to the housing units and will have a dead-end on the northern side of the project site. This internal street will be used only by residents and potential guests/visitors who may need to venture into the dead-end area.

Therefore, on-site circulation is anticipated to be adequate for the planned uses.

3. *Provide queueing analysis at any project driveway on Dolores Avenue if left-turn-in movement is allowed.*

For the evaluation of queueing at the project access driveway, TJKM has referenced a previous Technical Memorandum prepared to evaluate the traffic growth along East Avenue titled "Traffic Growth Percentage Along East Avenue" dated May 26th, 2020.

In the referenced memorandum, an evaluation of various methodologies to establish traffic growth around East Avenue was conducted.

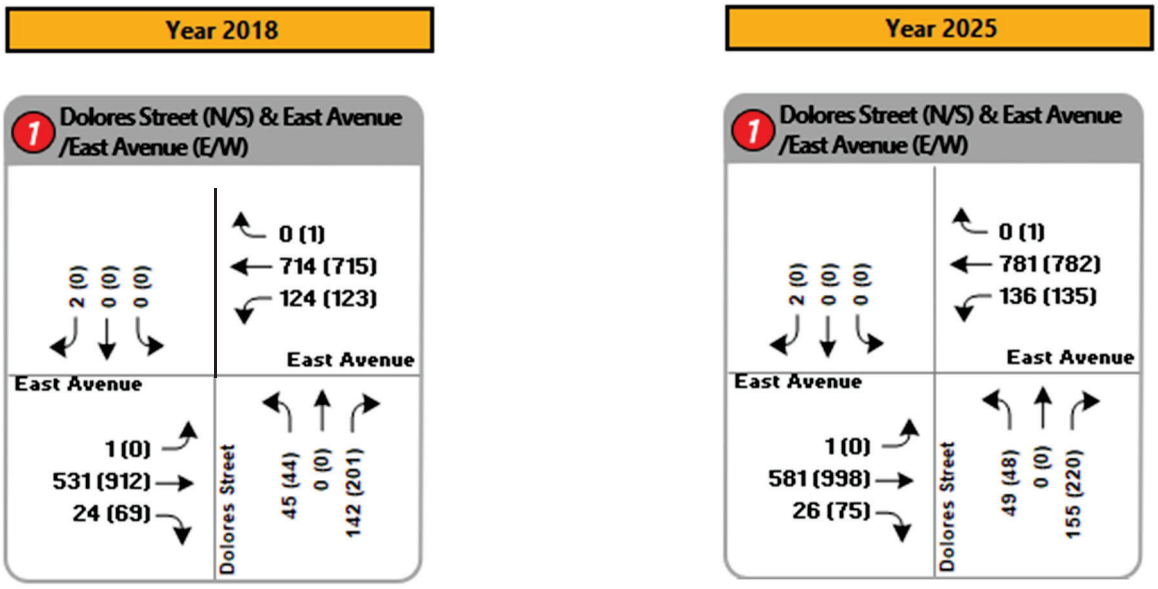
One of the methodologies consisted of comparing Year 2016 and Year 2018 AM and PM peak hour counts for the intersection of East Avenue at Dolores Street. The comparison yielded a growth rate of -9.4% for AM peak hour traffic and 0.2% for PM peak hour traffic.

A separate methodology consisted of comparing the Alameda County Transportation Commission Year 2010 and Year 2040 travel demand models for the segment along East Avenue adjacent to Livermore High School. This comparison yielded an annual growth rate of 1.34%.

TJKM proceeded to reference the Year 2018 peak hour traffic data for the intersection of East Avenue at Dolores Street and the application of a 1.34% annual growth rate over the span of 7 years to calculate baseline Year 2025 peak hour traffic volumes at the intersection.

Figure 1 shows the AM and PM peak hour volumes of the intersection of East Avenue at Dolores Street for Year 2018 conditions and the calculated baseline volumes for Year 2025.

Figure 1: East Avenue at Dolores Street Year 2018 and Year 2025 AM and PM Peak Hour Volumes



Using the calculated Year 2025 peak hour volumes, TJKM proceeded to reference these volumes to estimate the volumes along Dolores Street at the Project driveway location. The volumes at the Project driveway location were estimated as follows:

- For NB traffic along Dolores Street: the sum of the NB-L, NB-T, and NB-R volumes at the intersection of East Avenue at Dolores Street.
- For SB traffic along Dolores Street: the sum of the WB-L, EB-R, and SB-T volumes at the intersection of East Avenue at Dolores Street.

Following the methodology outlined above, TJKM estimated the NB-T and SB-T volumes along Dolores Street at the Project driveway location.

A 95th percentile queueing analysis was conducted to analyze queueing at the Project driveway location considering a Project driveway with a general-purpose configuration allowing right-in/right-out movements as well as left-in/left-out movements.

Following the latest HCM methodology and utilizing the Synchro 12.0 software package, TJKM conducted an AM and PM peak hour queueing evaluation at the Project driveway location.

With the addition of Project traffic (referenced from the calculated Project trip generation as shown in **Table 1**), and assuming a trip distribution of traffic where 80% of Project traffic travels to and from the north of the Project driveway and 20% of Project traffic travels to and from the south of the Project driveway, queueing at the Project driveway location was conducted and analysis result worksheets are included in **Attachment 3**. The queueing analysis at the Project driveway location is observed to result in the following:

<u>AM Peak Hour:</u>

- NB Approach (Dolores St.): queue length = 0 vehicles
- SB Approach (Dolores St.): queue length = 0 vehicles
- WB Approach (*driveway*): queue length = 0 vehicles

<u>PM Peak Hour:</u>

- NB Approach (Dolores St.): queue length = 0 vehicles
- SB Approach (Dolores St.): queue length = 0 vehicles
- WB Approach (*driveway*): queue length = 0 vehicles

Therefore, as shown in the AM and PM peak hour assessment of the intersection of Dolores Street at the Project driveway, 95th percentile queues during an average peak hour are anticipated to be on average minimal, if any.

Attachment 1
Technical Memorandum "East and Dolores Traffic Study" dated November 9th, 2020

The page has been left blank intentionally. The attachment is provided on the following page.

TJKM VISION THAT MOVES YOUR COMMUNITY

TECHNICAL MEMORANDUM

Date: November 9, 2020

To: Joanna Liu

From: Chris D. Kinzel, P.E.
Vice President

Subject: ***East and Dolores Traffic Study***

The proposed nine unit development is located in the southeast quadrant of East Avenue and Dolores Street. These are responses to your questions:

- *Identify whether the project would result in any significant VMT impact based on OPR's screening thresholds*

  The nine unit project would generate fewer than 90 trips per day. OPR suggests projects generating fewer than 110 daily trips may be screened out from VMT analysis. Therefore, no further analysis is needed.

- *Provide on-site circulation analysis*

  The project provides one two-car garage for each of the nine units. In addition, there are three guest stalls near the entrance. On-site circulation is dead-end but only the residents will need to venture into the dead-end area. Guests will either park near the entrance on-site or on-street. Many on-street parking stalls are available. The circulation is adequate.

- Provide queuing analysis at any project driveway on Dolores Avenue if left-turn-in movement is allowed.

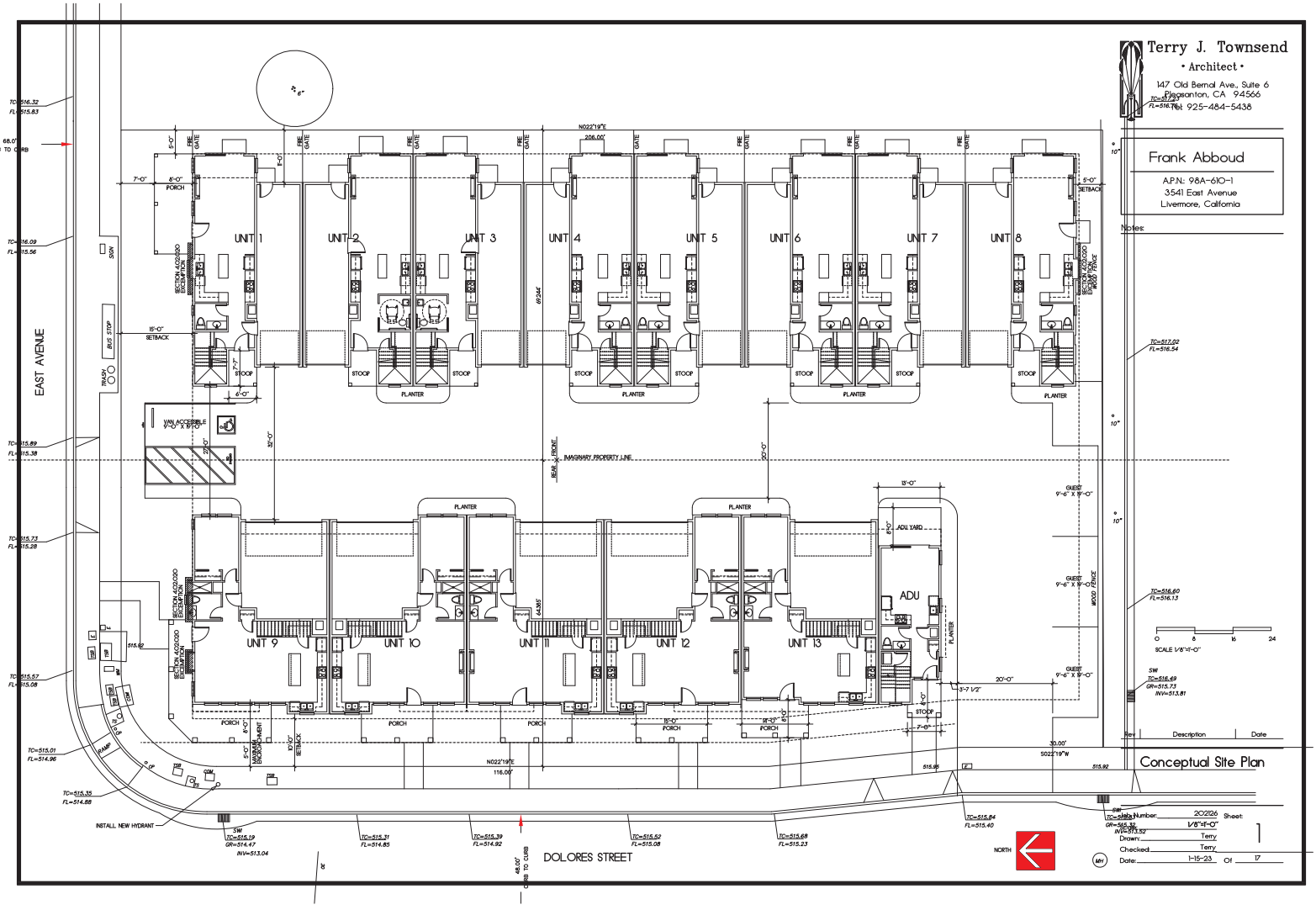
  The project driveway is located about 175 feet south of the East Avenue intersection stop bar. The project generates two southbound inbound trips in the a.m. peak hour and seven southbound inbound trips in the p.m. peak hour. In the morning Dolores has 114 northbound trips and 93 southbound trips. Two entering vehicles against 114 approaching vehicles should produce practically no queuing.

In the afternoon peak the seven inbound trips (one every 8+ minutes on average) encounter 147 northbound vehicles plus there are 118 southbound vehicles. The estimated ADT is 2,400 vpd on Dolores. With these volumes little, if any, queuing issues can be expected on Dolores near the entrance to the project.

Please contact me if there are questions about these matters.

Attachment 2
Project Site Plan

The page has been left blank intentionally. The attachment is provided on the following page.


Terry J. Townsend
• Architect •
147 Old Bernal Ave., Suite 6
Pleasanton, CA 94566
Tel 925-484-5438
Frank Abboud
A.P.N: 98A-610-1
3541 East Avenue
Livermore, California
Notes:
EAST AVENUE
DOLORES STREET
UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
UNIT 8
UNIT 9
UNIT 10
UNIT 11
UNIT 12
UNIT 13
ADU
ADU YARD
IMAGINARY PROPERTY LINE
PLANTER
STOOP
PORCH
FIRE GATE
WOOD FENCE
VAN ACCESSIBLE
BUS STOP
INSTALL NEW HYDRANT
NORTH
Conceptual Site Plan
Rev
Description
Date
Job Number: 202106
Sheet: 1
Drawn: Terry
Checked: Terry
Date: 1-15-23
Of 17

Attachment 3
AM and PM 95th Percentile Queueing Synchro Worksheets for Dolores Street at Project Driveway Location

The page has been left blank intentionally. The attachment is provided on the following page.

Intersection	
Int Delay, s/veh	0.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	1	4	204	0	1	162
Future Vol, veh/h	1	4	204	0	1	162
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	4	222	0	1	176

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	400	222	0	0	222	0
Stage 1	222	-	-	-	-	-
Stage 2	178	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	606	818	-	-	1347	-
Stage 1	815	-	-	-	-	-
Stage 2	853	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	605	818	-	-	1347	-
Mov Cap-2 Maneuver	605	-	-	-	-	-
Stage 1	815	-	-	-	-	-
Stage 2	852	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	9.74	0	0.05
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	764	11	-
HCM Lane V/C Ratio	-	-	0.007	0.001	-
HCM Control Delay (s/veh)	-	-	9.7	7.7	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0	0	-

Intersection	
Int Delay, s/veh	0.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	1	2	268	1	3	210
Future Vol, veh/h	1	2	268	1	3	210
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	2	291	1	3	228

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	527	292	0	0	292	0
Stage 1	292	-	-	-	-	-
Stage 2	235	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	512	747	-	-	1269	-
Stage 1	758	-	-	-	-	-
Stage 2	804	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	510	747	-	-	1269	-
Mov Cap-2 Maneuver	510	-	-	-	-	-
Stage 1	758	-	-	-	-	-
Stage 2	802	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s/v	10.59	0	0.11
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	647	25	-
HCM Lane V/C Ratio	-	-	0.005	0.003	-
HCM Control Delay (s/veh)	-	-	10.6	7.8	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0	0	-

From: Terry Cuellar
To: City Clerk
Subject: Public Hearing Notice for 3541 East Avenue
Date: Wednesday, October 15, 2025 12:39:27 PM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I received your notice in the mail but unfortunately I cannot attend the hearing.
I live at [redacted] Livermore Ca 94550. I am right next to the proposed development! This would be a disaster to allow him to build multi housing on that corner. It's already one of the busiest intersections. Delores is one of 2 roads off East Avenue that allow people to drive to Tesla/N Livermore Avenue & vice versa. Building a multi housing on the corner would add to the congestion already there and possible accidents. Delores is not wide enough to handle more traffic and it already is a sitting parking lot along Delores. I believe this man attempted to get permission from our HOA board (Vineyard Townhomes) to gain access for his development to go back and forth thru our property that our residents pay for the roads and upkeep. Our answer was NO and will continue to be NO as long as I am on the board!

I think this would be a big mistake!!! I vote NO! If this goes thru, The mayor, the city council etc., have lost any future votes from me!!!!!!!!!!

Terry Cuellar

From: Marlise Mullins
To: City Clerk
Subject: East Ave/Dolores Proposed Housing Project
Date: Wednesday, October 15, 2025 12:16:55 PM

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I see there is a hearing in regards to putting 13 rental units on the corner of East Ave and Dolores 10/27. As a homeowner in that area I feel this will bring down my property value and make getting to and from my home more difficult because of the extra traffic. Since they are rentals I also see issues as renters do not take care of property the same as an owner would.
I am on the board of directors of Vineyard Townhomes HOA that is beside this property. We already have issues coming in and out of out the North Entrance now. A couple years ago the owner asked us if he could use are driveway for ingress and egress to his units and we said no for many reasons. As stated that entrance is already a mess at times and we do not want tenants/guest to this project to think our common area and visitor parking is open to them. We have new streets here and will not allow any trucks etc. that are working on such a project to use our streets. It will be extremely difficult for our residents close to the building and because there will be limited spaces for the workers to park and we will tow as needed if they try and park on our private property.
What are the plans for the existing fence? This whole project is a bad idea and 13 units seems like way too many. I would attend the meeting 10/27 but already have an obligation as a LPD volunteer that evening. Please do not allow this to happen! Livermore has been doing so many questionable things that many do not feel are good for our town. Please have some common sense and not allow this to happen~

Marlise Mullins
[redacted]

From: City Clerk
To: Sukhamrit Purewal; Michele Donley
Subject: FW: New Development at the corner of East Ave & Delores
Date: Monday, October 20, 2025 10:04:23 AM
Attachments: image001.png

From: [redacted]
Sent: Saturday, October 18, 2025 5:42 PM
To: City Clerk <cityclerk@livermoreca.gov>
Subject: FW: New Development at the corner of East Ave & Delores

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

I agree with Terry an am one of the people that did NOT get a notice in my mail regarding this development. If this happens please be sure to let the owner know ANY tenants or guests that try and use our vistor parking spaces will be towed front Vineyard Townhomes.
There is enough of a traffic mess in that area with traffic and the new safety pillars in this area and parking is also limited already. This is not the area for 13 rental homes!

Marlise Mullins
Carrigan Common

Sent via the Samsung Galaxy S23 Ultra 5G, an AT&T 5G smartphone

Editor of The Independent:

I believe the city is once again trying to pull the wool over our eyes on their plans like when they tried to bring BART downtown. I live in the Vineyard Townhomes on Delores. I received this past week in the mail a pink card advising me of their plans to place 13 rental homes on the corner of Delores and East Avenue. I believe this action to be an accident waiting to happen! Delores already is a very busy street as it is one of 2 streets that connect East Avenue to N. Livermore/Tesla. It's not a big street and has many parked cars lined up on Delores. Not to mention how busy East Avenue is due to Lab & Sandia traffic and East Avenue School. There is also a bus stop on Delores and one around the corner on East Avenue. Children walk these streets every day to and from

Livermore High & East Avenue and their homes. My understanding is that 13 rental homes will be built on the property with parking for 2 cars for each home and 3 parking spaces for guest parking only!! This will further push more cars to park on Delores. Also my understanding is they will be tearing down the old NOB HILL shopping center on N. Livermore/Pacific for a Senior development that will add even more traffic at the other end of Delores/Pacific/N. Livermore Ave.

Perhaps if this actually happens, we can request speed bumps on Delores every 30 feet like Buena Vista already has had for some time to control the traffic. I am only joking but it is a suggestion!!!

Apparently there is a meeting concerning this development of 13 homes on 10/27/25. Now for the reason I am writing as I was the only person as far as I know who got the pink card to attend the meeting. I have since shared it with my neighbors who are upset because they never got a card to advise them of the city's plans!

I believe the meeting is scheduled for 10/27/25. Please email the City Clerk to advise of your thoughts since this will not only affect locals around this mess but anyone who travels down East Ave or Delores.

Email: cityclerk@livermoreca.gov

Thank you for letting me sound off!
Terry Cuellar

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THE ABBOUD TOWNHOMES PROJECT IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIORNMENTAL QUALITY ACT (CEQA) GUIDELINES SECTION 15332 (IN-FILL DEVELOPMENT PROJECTS)

On June 14, 2020, the City received an application for Planned Development (PD) 25-001, Site Plan Design Review (SPDR) 21-001, and Subdivision (SUB) 20-004 to redevelop the approximately 0.62-acre existing site with a two-story, attached, 13-unit multi-family, townhome-style development project ("Project").

On June 17, 2025, the Planning Commission held a duly noticed public hearing to consider the Project, staff recommendations, heard public testimony, made the necessary findings, and adopted Planning Commission Resolution No. 22-25, attached hereto as Exhibit A, recommending the City Council find the Project is exempt under CEQA Guidelines Section 15332 (In-Fill Projects) and introduce an ordinance approving Planned Development (PD) 25-001.

On October 27, 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. 22-25, 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 determines that the Project is categorically exempt from the California Environmental Quality Act in accordance with CEQA Guidelines Section 15332 (In-fill Project) and none of the exceptions to the exemption listed in Section 15300.2 apply.

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.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 27, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Christine Crowl
Christine Crowl
Special Counsel

Exhibit A – Planning Commission Resolution No. 22-25

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THE CITY COUNCIL FIND THAT THE PROJECT IS EXEMPT UNDER CEQA GUIDELINES SECTION 15332 (IN-FILL PROJECT) AND DIRECT THE PLANNING MANAGER TO FILE A NOTICE OF EXEMPTION FOR THE PROJECT

On June 14, 2020, the City received an application for Planned Development (PD) 25-001, Site Plan Design Review (SPDR) 21-001, and Subdivision (SUB) 20-004 to redevelop the approximately 0.62-acre existing site with a two-story, attached, 13-unit multi-family, townhome-style development project ("Project").

On June 17, 2025, the Planning Commission held a duly noticed public hearing to consider the Project, 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, 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, recommends the City Council determine the Project is categorically exempt from the California Environmental Quality Act ("CEQA") in accordance with CEQA Guidelines Section 15332 (In-fill Project) and none of the exceptions to the exemption listed in Section 15300.2 apply.

Section 15332: The project meets the following criteria for the In-fill Development exemption under Section 15332, Class 32, In-fill Development of the California Environmental Quality Act ("CEQA"):

a. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulation.

Response: The General Plan designation for the subject site is Urban High Residential (UH-2). The Urban High Residential designation accommodates the highest range of residential densities in the City. It allows a density range of 8 to 14 units per acre and is seen in the central and outlying areas of the City. Housing types such as townhouses and duplexes are common under this designation. The General Plan allows residential density to be based on a district-wide basis (Livermore General Plan Land Use Element, p. 3-10). The current density of the surrounding neighborhood is 12.7 units per acre. The proposed project will increase density in this area to approximately 13 units per acre. Thus, district-wide density will remain within the permitted density range

of the UH-2 designation. The project is zoned Planned Development (PD) 25-001. The PD standards maintain a cohesive transition between the existing residential neighborhood and the project site through site planning, use of setbacks and separations, design features, and landscape design. The project is consistent with the General Plan and zoning designations.

b. The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

Response: The project site is approximately 0.62 acres, located within City limits, and is substantially surrounded by residential uses.

c. The project site has no value as habitat for endangered, rare, or threatened species.

Response: The existing single-family home on the site would be demolished to allow for the development of the 13 townhomes. The site is surrounded by existing residential developments in all directions and has no value as habitat for endangered, rare, or threatened species.

d. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

Response: Parking is provided in attached garages consistent with the Livermore Development Code. The project provides two stalls per unit for a total of 26 spaces (the total minimum required). The project provides three guest spaces near the driveway entrance and one van-accessible ADA space at the end of the drive aisle. The project is not expected to result in any significant effects relating to traffic, noise, air quality, or water quality.

e. The site can be adequately served by all required utilities and public services.

Response: All required utilities are available in the rights-of-way adjacent to the project site. The site is served by the Livermore-Pleasanton Fire Department and the Livermore Police Department.

Exceptions – Section 15300.2

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

1. Location. The project site is not located within a sensitive area. The project site is in the Urban High Residential (UH-2) General Plan land use designation. It is not located within a sensitive area. This site is not located in a designated wetland; it is not located on any faults or within the Alquist-Priolo earthquake fault zone; it is not located in a California Department of Forestry and Fire Protection "Very High Fire Hazard Severity Zone" in a state responsibility area, and it is not located within a Flood Hazard Area

identified by the Federal Emergency Management Agency. The parcel is surrounded by existing roadways and residential development.

2. Cumulative Impact. The proposed use of the property for a multifamily development is fully consistent with the level of development that the City of Livermore approved for the General Plan and zoning. The project would not result in any significant impacts, and its contribution to regional growth is not cumulatively considerable. Therefore, the Project will not result in any cumulative impacts.

3. Significant Effects Resulting from Unusual Circumstances. There is no reasonable possibility that the Project will have a significant effect on the environment due to unusual circumstances. There is no evidence that any unusual circumstances exist. The development is consistent with the level of development contemplated by the General Plan and zoning, and there is no evidence that the use would result in significant environmental effects.

4. Scenic Highways. The project site is not located along a subarea of the scenic routes identified in Livermore's General Plan and is not designated as a Scenic Highway by the California Department of Transportation. No damage to scenic resources will occur.

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

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

BE IT FURTHER RESOLVED that the Livermore Planning Commission 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 Commissioner Horner, seconded by Vice Chair Kronzak, the foregoing Resolution was passed and adopted at the Planning Commission meeting of June 17, 2025, by the following vote:

AYES: FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: ANDERSON.
ABSENT: NONE.

Yolanda Fintschenko, Chairperson



By Stephen Riley, Planning Manager
Secretary to the Planning Commission

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING SUBDIVISION (SUB) 20-004 AND SITE PLAN DESIGN REVIEW (SPDR) 21-001

On June 14, 2020, the City received an application for Planned Development (PD) 25-001, Subdivision (SUB) 20-004, and Site Plan Design Review (SPDR) 21-001 to redevelop the approximately 0.62-acre site with a two-story, attached, 13-unit multi-family, townhome-style development ("Project"). The Project will consist of all rental units that would be grouped on one lot. The units will include three and four bedroom plans that range in size from 1,400 to 1,900 square feet, plus one Accessory Dwelling Unit. Each primary unit will have an attached two-car garage. The Project will reconstruct the curb, gutter, and sidewalk along the project's frontages (East Avenue and Dolores Street), underground all utilities, and construct a new shared driveway to access the site from Dolores Street.

On June 17, 2025, the Planning Commission held a duly noticed public hearing to consider the Project, staff recommendations, heard public testimony, and made the necessary findings, and adopted Planning Commission Resolution No. 24-25, attached hereto as Exhibit A, recommending the City Council approve the project.

On October 27, 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 Record Evidence and adopted a resolution finding that the project is exempt from the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15332 (In-fill Projects).

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 24-25, 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 Subdivision (SUB) 20-004 and Site Plan Design Review (SPDR) 21-001 subject to the Conditions of Approval, attached

hereto as Exhibit B. This approval is contingent upon the adoption of the Ordinance approving Planned Development (PD) 25-001. Council's approval becomes effective upon the adoption of Ordinance _____ approving Planned Development (PD) 25-001.

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.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 27, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Christine Crowl
Christine Crowl
Special Counsel

Exhibit A – Planning Commission Resolution No. 24-25
Exhibit B – Conditions of Approval

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THE CITY COUNCIL APPROVE SITE PLAN DESIGN REVIEW (SPDR) 21-001 AND SUBDIVISION (SUB) 20-004 (TENTATIVE PARCEL MAP 11527)

The City received an application for Site Plan Design Review (SPDR) 21-001 and Subdivision (SUB) 20-004 to construct a two-story, attached, 13-unit multi-family, townhome-style development ("Project").

On June 17, 2025, the Planning Commission held a duly noticed public meeting 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, 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 Site Plan Design Review (SPDR) 21-001, the Planning Commission of the City of Livermore finds:

1. The proposed development be allowed within the subject zone.

2. The proposed development will be designed such that:

    a. The Project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property;
    b. Architectural design and functional plan of the structure(s) and related improvements are of reasonable aesthetic quality and compatible with adjacent developments;
    c. Structure(s) and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site; and
    d. The Project's site plan and design are consistent with the City's Design Standards and Guidelines.

3. Be designed to include the following criteria, as applicable:

    a. Compliant with chapter 9.07, of the Development Code (Site Plan and Design Review), Municipal Code Title 15 (Buildings and Construction), and any other applicable City regulations and policies;
    b. Efficient site layout and design;

c. Compatible and appropriate scale to neighboring properties and developments.
d. Efficient and safe public access (both pedestrian and vehicular) and parking;
e. Appropriate and harmonious arrangement and relationship of proposed structures and signs to one another and to other development in the vicinity, based on good standards of design;
f. Appropriate relationship to land use and development of adjacent properties, including topographic and other physical characteristics of the land;
g. Proper site utilization and the establishment of a physical and architectural relationship to existing and proposed structures on the site;
h. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and to ensure compatibility in design where desired;
i. Harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and monotonous repetition;
j. Compatible in color, material, and composition of the exterior elevations to neighboring visible structures;
k. Appropriate exterior lighting which provides for public safety and is not of a nature that will constitute a hazard or nuisance to adjacent properties;
l. Compatible in scale and aesthetic treatment of proposed structures with public areas;
m. Appropriate open space and use of water efficient landscaping; and
n. Consistent with the General Plan and any applicable Specific Plan.

Findings: The Site Plan Design Review application is consistent with the purpose, intent, goals, policies and programs and land use designations of the General Plan and zoning designation. The General Plan designation for the subject site is Urban High Residential (UH-2). The Urban High Residential designation accommodates the highest range of residential densities in the City. The General Plan allows residential density to be based on a district-wide basis (Livermore General Plan Land Use Element, p. 3-10). The current density of the surrounding neighborhood is 12.7 units per acre. The proposed project will increase density in this area to approximately 13 units per acre. Thus, district-wide density will remain within the permitted density range of the UH-2 designation.

The new development is compatible with the surrounding development and community character; and supports City-wide goal for housing choices. Based on a review of the development plans and supporting documents, the Project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent properties. The application has been processed in compliance with the Development Code and applicable City regulations and policies.

The Project includes increased landscaping on-site and the proposed architecture is of high quality and incorporates design features as recommended by the Design Standards and Guidelines. The applicant will reconstruct the curb, gutter, and sidewalk along the project frontages (East Avenue and Dolores Street), construct a new driveway to provide access to the site from Dolores Street, and underground

all electric and communication lines along the Project frontage. Additionally, the applicant has agreed to contribute $50,000 towards intersection improvements. As documented in the Planning Commission staff report, the Project exhibits efficient site layout and design. The Project conforms to all applicable City standards, the Development Code, and Design Standards and Guidelines, which ensure the finding can be made.

BE IT FURTHER RESOLVED, with respect to Subdivision (SUB) 20-004 (Tentative Parcel Map 11527), the Planning Commission finds based upon the information presented that:

1. The proposed map is consistent with the General Plan and any applicable specific plan, any policy or guideline implementing the General Plan (including the City's Design Standards and Guidelines), or other applicable provisions of this Development Code;

   Findings: The Project is consistent with the intent of the Urban High Residential (UH-2) General Plan designation. The UH-2 designation accommodates the highest range of residential densities in the City. The Urban High Residential designation accommodates the highest range of residential densities in the City. The General Plan allows residential density to be based on a district-wide basis (Livermore General Plan Land Use Element, p. 3-10). The current density of the surrounding neighborhood is 12.7 units per acre. The proposed project will increase density in this area to approximately 13 units per acre. Thus, district-wide density will remain within the permitted density range of the UH-2 designation. The new development is compatible with existing development and community character and supports the City-wide goal for housing choices. Based on a review of the development plans and supporting documents, the Project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent properties. The application has been processed in compliance with the Development Code and applicable City regulations and policies.

2. The site is physically suitable for the proposed type of development;

   Findings: The site is located at the southeast quadrant of East Avenue and Dolores Street. The site is entirely within the City limits and is surrounded by street rights-of-way and urbanized residential uses. The site is approximately 0.62 acres. The size of the land is large enough to accommodate the proposed townhouse buildings and site improvements. The site is physically suitable for the proposed type of development.

3. The site is physically suitable for the proposed density of development;

   Findings: The Urban High Residential (UH-2) designation accommodates the highest range of residential densities in the City. It allows a density range of 8 to 14 units per acre and is seen in the central and outlying areas of the City. The Urban High Residential designation accommodates the highest range of residential

densities in the City. The General Plan allows residential density to be based on a district-wide basis (Livermore General Plan Land Use Element, p. 3-10). The current density of the surrounding neighborhood is 12.7 units per acre. The proposed project will increase density in this area to approximately 13 units per acre. Thus, district-wide density will remain within the permitted density range of the UH-2 designation. Housing types such as townhouses and duplexes are common under this designation. The proposed 13-unit development is physically suitable for the proposed density of development.

4. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Notwithstanding the foregoing, the Commission or Council may approve a tentative map if an Environmental Impact Report was prepared with respect to the Project and a statement of overriding considerations was made to the effect that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR;

   Findings: The Project is surrounded by existing residential development and is exempt under Section 15332 of the California Environmental Quality Act (CEQA) Guidelines, which exempts in-fill development projects in urbanized areas. The proposed development will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

5. The design of the subdivision or the type of improvements will not cause serious public health problems;

   Findings: The Project will not be detrimental to the public health, safety, or general welfare, and not cause serious health problems. The Project provides adequate emergency vehicle access throughout the site. Water and sewer service will be provided to all units, and stormwater will be appropriately managed on site. The site layout is suitable for trash truck pickup and adequate space will be provided in each unit garage for all waste streams. The residential use will not produce any hazardous materials, nor substantial noise, odor or vibration during regular operations. The Project will work with the Alameda County Vector Control to minimize vermin spread to adjacent properties during construction. For these reasons, the design of the subdivision or the type of improvements will not cause serious public health problems.

6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. (The Commission or Council may approve a tentative map if it finds that alternative easements for access will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This Subparagraph shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the Commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision).

Findings: An access and utilities easement along the project frontage will remain, ensuring adequate public access and utility conveyance. The easement will not conflict with the proposed building footprints. For these reasons, the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

7. Any proposed phases and their proposed sequence of construction are identified on the submitted tentative map. The City may impose reasonable conditions relating to the filing of multiple final maps in conjunction with the approval of the tentative map (Section 66456.1).

   Findings: No specific phased development plan has been submitted with this tentative tract application. Therefore, all required improvements for this tentative map shall be constructed as one phase. A phased map could only be considered if a specific phasing plan is submitted for consideration as a tentative map amendment.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based upon its own independent review of the Record Evidence and considerations, and based on the above findings which are necessary to protect the public health, safety, and general welfare, hereby recommends the City Council approve Site Plan Design Review (SPDR) 21-001 and Subdivision (SUB) 20-004, subject to the Conditions of Approval attached hereto as Exhibit A.

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, and 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 Community Development Department, 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Horner, seconded by Vice Chair Kronzak, the foregoing Resolution was passed and adopted at the Planning Commission meeting of June 17, 2025, by the following vote:

AYES: FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: ANDERSON.
ABSENT: NONE.

Yolanda Fintschenko, Chairperson



by Stephen Riley, Planning Manager

Secretary to the Planning Commission

EXHIBIT A – Conditions of Approval

Conditions of Approval

Subdivision (SUB) 20-004
Site Plan Design Review (SPDR) 21-001

Request to approve a Subdivision (SUB20-004) and Site Plan Design Review (SPDR21-001) to allow a two-story, attached, 13-unit multi-family, townhome-style development.

The project site is located at 3541 East Ave

Recommended for Approval by Planning Commission on June 17, 2025
Approved by City Council on October 27, 2025

A. PROJECT AUTHORIZATION

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

2. Approval is limited to the conformance of the land use and Livermore Development Code requirements. Use of the property shall be limited to those permitted by the Livermore Development Code as it exists now or may be amended in the future.

3. This Subdivision and Site Plan Design Review approval is not an authorization to commence construction. Tentative Parcel Map (Subdivision) and Site Plan Design Review shall expire on October 27, 2027 unless a request for extension has been filed.

4. Building construction, alterations, repairs, sign erection, or final sign off of inspections shall not be permitted without prior approval of the Building Division through issuance of any required permits.

B. PROJECT SPECIFIC CONDITIONS

Prior to issuance of a Building Permit, the applicant shall demonstrate conformance to the following conditions to the satisfaction of the Community Development Department:

1. The applicant shall respond in writing to all conditions contained herein and in attachments to this document. Responses shall clearly describe how each condition has been met. When the response references construction drawings, the page number and detail reference, if applicable, shall be noted.

2. All exterior windows shall be inset a minimum of 4 inches from the exterior wall or frame surface.

3. New lighting shall be directed downward and/or cut off shields shall be used to prevent light spill off-site.

4. The applicant shall demonstrate on the landscape plans compliance with the City's Water Efficiency Ordinance, subject to Planning Division approval, prior to the issuance of any building permit.

5. The development impact fees and project processing fees due in connection with this permit shall be based upon the fees in effect at the time the fee is paid.

6. Prior to Final Map approval, the developer shall contribute $50,000 for future improvements on East Avenue in accordance with the East Avenue Corridor Project as approved by the City Engineer.

7. Per Livermore Municipal Code section 12.51, if public art will be installed a site plan shall be submitted showing the location of the artwork, complete with landscaping, lighting and other appropriate accessories to complement and protect the artwork, along with the artist's concept and representation, such as a drawing, photograph, or maquette of the artwork. Indicate what medium or materials will be used and include maintenance plans for the artwork. As outlined in the Muni Code, Building permits shall not be issued until the Commission has approved the request to install public art, and the certificate of occupancy shall not be issued until the approved work of art has been installed and an agreement has been recorded against the property to maintain the art for a minimum of thirty years. If an in-lieu contribution will be provided in place of artwork, the public art in-lieu contribution shall be paid at the time of issuance of each building permit.

C. GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the final approved plans that are reviewed and approved by the Planning Commission and City Council. Building Permit Plans will need to reflect any changes made by the review authority or are required by the City at the time of Building Permit submittal.

2. The Community Development Director may approve minor amendments to the permit, provided that the permit is still in substantial conformance with the original approval.

3. Approval of the Subdivision and Site Plan Design Review entitlements do not authorize construction or operations. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

4. To the extent permitted by law, the project applicant shall defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

D. ENGINEERING DIVISION

1. See attached Engineering Considerations ("Exhibit A") dated May 21, 2025.

E. BUILDING DIVISION

1. Project shall conform to CA Codes adopted at time of Building permit submittal.

2. Provide complete stamped and signed plans at building permit submittal.

F. HOUSING

1. The project is subject to a 15% inclusionary requirement based on 13 units which will require 1.95 affordable units (the ADU for unit 13 is excluded from the unit count).

2. The developer shall be required to enter into an affordable housing agreement that will be recorded on the property with the following terms:

    a. If the developer owns and rents all units in the project then one (1) unit shall be reserved for rent to a very low-income (50% of Area Median Income) household at the City's affordable rent limit for that unit, subject to the City's marketing, leasing and property management requirements for Below Market Rate rentals.

    b. The affordability restrictions will be secured through a regulatory agreement between the City and the developer recorded on the property.

    c. If any of the units in the project are sold or transferred, then the project will be subject to the City's for-sale affordability requirement of 1.95 units. One unit shall be restricted for sale to a low-income (80% of Area Median Income) household at the City's affordable for-sale price and the remaining fractional unit (.95) shall be paid through the in-lieu fee per the Affordable Housing Ordinance.

G. FIRE DEPARTMENT

The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approval.

Confirm at Building Permit Plan Check with Fire Department:

1. Installation of the on-site fire mains and fire hydrants. Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval; and
2. Backflow prevention or connections to the public water mains.

1. FIRE HAZARDS: The project developer shall keep the site free of fire hazards from the start of lumber construction until the final inspection.

2. FIRE CODE: All construction shall conform to the requirements of the 2022 Pleasanton Fire Code and local ordinances. All required permits shall be obtained prior to work commencement.

3. SITE SAFETY: Site safety during construction shall be in accordance with Fire Code chapter 33.

4. FIRE SPRINKLERS: Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2022 Pleasanton Building, Fire and Residential Codes with local amendments and ordinances.

5. EMERGENCY RESPONDER RADIO: Emergency responder radio coverage shall be provided in accordance with section 510 of the Fire Code.

6. FIRE PROTECTION FACILITIES: Prior to any construction framing, the applicant shall provide adequate fire protection facilities, including, but not limited to a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire.

7. WATER FLOW AND CONTROL VALVES: All fire sprinkler system water flow and control valves shall be complete and serviceable prior to final inspection. Prior to the occupancy of a building having a fire alarm system, the Fire Department shall test and witness the operation of the fire alarm system.

8. ELECTRICAL CONDUIT: Electrical conduit shall be provided to each fire protection system control valve including all valve(s) at the water connections. The Livermore-Pleasanton Fire Department requires electronic supervision of all valves for automatic sprinkler systems and fire protection systems.

9. LISTED: All commercial, industrial, and multi-family residential occupancies shall have valve tamper and water flow connected to a listed Central Station Service in accordance with NFPA 72. Fire Department plan check includes specifications, monitoring, installation, and alarm company certificates. Fire alarm control panel and remote annunciation shall be at location(s) approved by the Fire Prevention Bureau. All systems shall be point identified by individual device and annunciated by device type and point.

10. HAZARDOUS MATERIALS: Should any operation or business activity involve the use, storage or handling of hazardous materials, the firm shall be responsible for contacting the Livermore-Pleasanton Fire Department prior to commencing operations. Please contact the Hazardous Materials Coordinator at 925/454-2361.

11. FIRE HYDRANTS: Fire hydrants shall be installed at spacing not greater than 300 feet in industrial and commercial developments. Fire hydrants shall be installed at spacing not greater than 400 feet in residential developments.

12. FIRE LANE MARKING: On-site access ways, turn arounds, and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs at locations approved by the Fire Department. Signs shall be according to State standards and read “No Parking – Fire Lane” and must be shown on the plans. The red curb striping, sign location(s), and sign language shall be included in the building permit submittal for review and approval by the Livermore-Pleasanton Fire Department prior to building permit issuance.

    a. The following schedule for NO PARKING signs shall apply:

Width	*Requirements*
36 feet or greater	No requirements
Between 28 and 36 feet	Post one side
Between 20 and 28 feet	Post both sides
Less than 20 feet	Not permitted
Cul-de-Sac	Not permitted

13. EMERGENCY VEHICLE ACCESS ROADS: Access roads shall have 13 feet, 6 inches unobstructed vertical clearance, 20 feet of unobstructed width (26 feet where occupied building floors exceed 30 feet height), and inside turning radius of 31 feet and outside turning radius of 51 feet. Unobstructed shall mean a clear travel way, excluding parking width, and designed for an emergency vehicle weight of 70,000 pounds under all weather conditions. Unobstructed width shall not include the width of rolled curbs, sidewalks, or non-drivable surfaces. All exterior portions of buildings must be within 200 feet of an access road. Yard and parking area may be able to be located farther than 200 feet from access roads, depending on the specific use.

14. FIRE VEHICLE TURNAROUNDS: Where Fire Department vehicle access through or around a site involves changes in direction or curves, inside radius of 45 feet and outside radius of 55 feet shall be provided to facilitate fire truck turning radius for entry and exit from the site. Dead-end access ways and internal drives shall not exceed 300 feet in length and shall terminate in cul-de-sacs no less than 96 feet in diameter or hammer-head (tee). Standards and options are available through the Livermore-Pleasanton Fire Department, Fire Prevention Bureau.

15. PREMISES IDENTIFICATION: Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be 12-inch high by 1-inch stroke. In all cases address numerals shall be of contrasting background and clearly visible in accordance with the Livermore-Pleasanton Fire Department Premises Identification Standards. This may warrant field verification and adjustments based upon topography, landscaping or other obstructions.

16. RESIDENTIAL – NEW CONSTRUCTION: The following items shall be provided prior to any construction above the foundation or slab.

    a. Emergency vehicle access shall be provided to the site (tract), including areas where construction is occurring.
    b. Designated construction material storage and construction worker parking shall not obstruct the emergency vehicle access route(s).
    c. On-site fire hydrants shall be in service. Fire hydrants shall be flushed and all valves open.

17. FINAL INSPECTION: Prior to request for final inspection, all access roads, on-site access and fire hydrants shall be provided. All fire hydrants shall be accepted, inspected and tested to applicable City Standards.

DATE: May 21, 2025

ENGINEERING CONSIDERATIONS - EXHIBIT "A"

(Subject to revision prior to final approval by Planning Commission)

TENTATIVE PARCEL MAP: 11527 - (SUB20-004), SPDR21-001, PD25-001

LOCATION: 3541 East Avenue @ Dolores St

APPLICANT: Frank Abboud

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. TENTATIVE MAP

Approval or conditional approval of this 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.

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 Works, Fire, and Police Department), which shall include, but not necessarily be limited to, existing site conditions, dedications, grading plans, street design and grades, curb, gutter, sidewalk and driveway grades, and type, size and location of all public works improvements as herein required. Approval of this tentative map does not constitute approval of the details shown thereon. If there is any conflict between the tentative map and these Engineering Considerations, the Engineering Considerations shall govern.

No specific phased development plan has been submitted with this tentative parcel map application. Therefore, all required improvements for this tentative map shall be constructed as one phase. A phased map could only be considered if a specific phasing plan is submitted for consideration as a tentative map amendment.

B. STANDARDS FOR IMPROVEMENT PLANS AND MAPS

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

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

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: B-3, B-4, B-8, B-9, B-12, B-13, B-14, C-8, C-9, C-10, C-11, C-12, C-13, C-14, C-15, C-16, C-17, C-18, C-23, J-1, J-2, L-1, L-2, L-3, P-1, P-2, P-3, and P-4

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:

East Avenue

East Avenue is a major street in the General Plan. The City plans on making future improvements on

East Avenue in accordance with the East Avenue Corridor Project. To facilitate this future work the Developer shall contribute $50,000 to the project to pay for their fair share of intersection improvements at East Avenue and Dolores Street. This contribution will be due prior to the filing of the final parcel map.

The Developer shall remove the existing driveway on East Avenue and reconstruct the curb, gutter and sidewalk at this location.

Dolores Street

Dolores Street is a residential street that is fully built out along the project frontage.

The Developer shall remove the existing driveway on Dolores Street and reconstruct the curb, gutter and sidewalk at this location. The Developer shall construct a new driveway providing access into the project as shown on the tentative map.

Dolores Street along the project boundary shall be given a 1-1/2" A.C. overlay across the full width. Key cutting will be required at the conform points and along the gutter.

To accommodate future improvements to be made by the City with the East Avenue Corridor Project, Dolores Street shall be resigned to eliminate on street parking along the project frontage.

Interior Street

The interior street shall be a private street comprised of a 20' right-of-way width with no on-street parking except where guest parking stalls are located per the tentative map. This private street shall be maintained by the Homeowners Association for the project or property owner, as applicable.

The Developer shall design and construct a portion of the interior street as an emergency vehicle access and shall be designed to withstand a vehicle loading of 75,000 lbs. An Emergency Vehicle Access Easement (EVAE) shall be dedicated to the City on the final map over the interior street where the EVAE will be located.

Additionally, prior to the start of framing for any buildings, full street sections shall be installed to provide access for emergency vehicles during construction of the buildings. Full street sections shall include installation of fire hydrants, utilities and curb and gutters, unless otherwise approved by the City Engineer and Fire Marshall.

CASp Certification for Public Walkways/Sidewalks

The Developer shall have a certified CASp Specialist review and certify that the design for all pedestrian improvements within the public right-of-way or a public easement complies with the following applicable regulations: American with Disabilities Act (ADA) requirements, the Public Rights-of-Way Accessibility Guidelines (PROWAG), and the requirements found in Chapter 11B of the 2019 California Building Code. If an accessibility design cannot meet the above listed applicable standards, the Developer shall propose and the CASp Specialist shall concur with a

design exception request for approval by the City Engineer or their designee. In addition, the Developer shall have the certified CASp Specialist inspect and certify that pedestrian improvements are installed per the CASp certified design. Pedestrian improvements include new trails, walkways, sidewalks, accessible ramps, connections between existing and new pedestrian improvements, and modifications to existing pedestrian improvements within or adjacent to the project site, as shown on the approved plans.

5. TRAFFIC SIGNALS – Not used

6. TRAFFIC IMPACT FEE CREDITS AND REIMBURSEMENTS – Not Used

7. SANITARY SEWERS

Because the Developer has chosen to install enhanced specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) instead of City standard asphalt street section, the sanitary sewers in the private streets will be privately-owned by a homeowner's association and maintained to the two-way cleanouts. 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 property line.

Sewer shall be extended across all frontages of each phase.

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

8. STORM WATER DRAINAGE AND TREATMENT REQUIREMENTS

A. General

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

2. Necessary interceptor ditches shall be concrete. Field inlets and storm drainage pipe may be necessary in conjunction with concrete interceptor ditches as secondary drainage releases. All interceptor ditches shall be privately maintained.

B. Storm Drainage Requirements

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.

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).

Since the Developer has chosen to build private streets, the storm drain system will be privately owned and maintained 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 (manholes and or catch basins) to be installed at the property line.

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 – Not Used

E. Storm Water Treatment, Detention and Low Impact Development Requirements

1. *The Developer shall treat the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. Stormwater Treatment, Low Impact Development, and Trash Capture is required by the Regional Water Quality Control Board. The Developer shall complete and or update the Stormwater Requirements Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements described in Section C.3 of the City's NPDES Permit with the Regional Water Quality Control Board. City approval of this plan and calculations is required prior to the approval of the improvement plans.*

2. *If this project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from www.bayareamodel.org. For additional information you may contact Debbie Salgado in the City's Engineering Department at (925-960-4558)*

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 storm drain 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 storm drain treatment devices shall be shown on the plat plans and included in the*

Operations and Maintenance Agreement. The Operations and Maintenance Agreement(s) shall be recorded prior to recordation of the Final Map.

F. Stormwater Treatment Infrastructure Maintenance Funding

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

9. *REQUIRED SOURCE CONTROL STORMWATER MEASURES*

See Section Y of the of the Development Plan Check & Procedure Manual for requirements.

10. WATER SUPPLY (CAL WATER)

Water mains shall be extended across all frontages of each phase. Any water service that is to be abandoned or that was previously stubbed out to the site but will not be used by the development, shall be removed by the Developer.

All water system designs, including water service laterals, shall be approved by Cal Water prior to final map approval.

The fire service backflow preventer(s) shall be effectively screened from the public right-of-way while at the same time preserving ease of maintenance access to the backflow preventer(s). Screening shall be as specified on City Standard Detail W-10A, B and C. The fire service backflow preventer(s) shall meet the performance standards of the backflow preventer shown in City Standard Detail W-10A, B and C.

11. *UNDERGROUNDING OF UTILITIES:*

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

12. *TRAILWAY/BIKEWAY REQUIREMENTS*

Active Transportation Plan

Certain portions of this development are within the City of Livermore Active Transportation Plan (ATP) established and adopted as part of the General Plan. The City will be constructing improvements consistent with the ATP with East Avenue Corridor project in the future. The Developer will be providing funds that will a contribute to the construction of this project in the future. See East Avenue requirements above.

13. MEDIANS AND OTHER LANDSCAPED AREAS – Not used

14. HORTICULTURIST'S REPORT – Not used

15. SPECIAL DISTRICTS – Not used

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

The Developer will be required to pay the applicable development impact fees and project processing fees due in connection with this subdivision. The fee shall be the amount in effect at the time the fee is required to be paid.

19. VEHICLE ACCESS

Prior to or with the submittal for the first plan check of the tract improvement plans and final map, the Developer shall submit for review and approval a traffic control plan for providing safe entry to and exit from the site. The purpose of the plan is to insure that there will be safe entry and exit by construction and other vehicles prior to the installation of the required permanent improvements on Dolores Street.

If this plan requires the construction of improvements on Dolores Street, then these improvements shall be constructed prior to the beginning of any on-site work.

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

> I-580, North Livermore Avenue to South Livermore Avenue to East Avenue to Dolores Street

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 will also provide subdivision security for the required private improvements.

Developer shall also provide proof of PG&E final approval of the project plans prior to Final Map approval, including approved PG&E plans to be submitted to the City.

DES

EC Parcel Map 11527 (SUB20-004) 5-21-25

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE ADOPTING PLANNED DEVELOPMENT (PD) 25-001

On June 14, 2020, the City received an application for Planned Development (PD) 25-001, Site Plan Design Review (SPDR) 21-001, and Subdivision (SUB) 20-004 to redevelop the approximately 0.62-acre site with a two-story, attached, 13-unit multi-family, townhome-style development ("Project"). The Project will consist of all rental units that would be grouped on one lot. The units will include three and four bedroom plans that range in size from 1,400 to 1,900 square feet, plus one Accessory Dwelling Unit. Each primary unit will have an attached two-car garage. The Project will reconstruct the curb, gutter, and sidewalk along the project's frontages (East Avenue and Dolores Street), underground all utilities, and construct a new shared driveway to access the site from Dolores Street.

On June 17, 2025, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, heard public testimony, and findings, and made the necessary findings.

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 17, 2025, to consider Planned Development (PD) 25-001 and recommended that the City Council approve the Planned Development as referenced in Planning Commission Resolution No. 23-25, attached hereto as Exhibit A.

Section 2. *Environmental.* The City Council considered the environmental review and found the project exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15332 (In-Fill Projects).

Section 3. *Consistency*. The ordinance is consistent with the Livermore General Plan and the Livermore Development Code and will serve the public necessity, convenience and welfare for the reasons set forth in the agenda materials associated with the project and the City Council adopts such reasons as its own.

Section 4. *Findings and Adoption.* The City Council of the City of Livermore has reviewed and considered the 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 considered the findings made in Planning Commission Resolution No. 23-25, attached hereto as Exhibit A, and hereby adopts the same findings by this reference and incorporates them as part of this Ordinance. Based upon the City Council's own independent review of the Record Evidence and considerations, the City Council hereby approves Planned Development (PD) 25-001, attached hereto as Exhibit B, for the Abboud Townhomes Project.

Section 5. *Zoning Standards.* The zoning standards for this district shall be those set forth in the Planned Development (PD) 25-001, attached hereto as Exhibit B.

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 fifteen (15) days after its adoption and shall take effect and be in force thirty (30) days from and after its adoption.

Section 7. *Filing*. The 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 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 City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on October 27, 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, City of Livermore

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Christine Crowl
Christine Crowl
Special Counsel

Attachments:
1. Exhibit A – Planning Commission Resolution No. 23-25
2. Exhibit B – Planned Development (PD) 25-001

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE APPROVING PLANNED DEVELOPMENT (PD) 25-001

On June 14, 2020, the City received an application for Planned Development (PD) 25-001, Site Plan Design Review (SPDR) 21-001, and Subdivision (SUB) 20-004 to redevelop the approximately 0.62-acre existing site with a two-story, attached, 13-unit multi-family, townhome-style development project ("Project").

On June 17, 2025, the Planning Commission held a duly noticed public hearing to consider the Project, 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 hearing, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and recommends the City Council adopt a resolution determining the proposed project is categorically exempt from the California Environmental Quality Act ("CEQA") in accordance with CEQA Guidelines Section 15332 (In-fill Project).

BE IT FURTHER RESOLVED, with respect to Planned Development (PD) 25-001, the Planning Commission finds based upon the information presented that:

1. The Planned Development is consistent with the General Plan, any applicable Specific Plan, and the Development Code.

   Findings: PD 25-001 is consistent with the purpose, intent, goals, policies and programs and land use designations of the General Plan and zoning designation. The General Plan designation for the subject site is Urban High Residential (UH-2). The Urban High Residential designation accommodates the highest range of residential densities in the City. It allows a density range of 8 to 14 units per acre. The General Plan allows residential density to be based on a district-wide basis (Livermore General Plan Land Use Element, p. 3-10). The current density of the surrounding neighborhood is 12.7 units per acre. The proposed project will increase density in this area to approximately 13 units per acre. Thus, district-wide density will remain within the permitted density range of the UH-2 designation. Housing types such as townhouses and duplexes are common under the UH-2 designation. The Livermore Development Code (section 3.04.030.J.1) requires residential Planned Developments to provide a design feature in exchange for variation from conventional zoning regulations.

   The proposed Project meets the Planned Development design feature requirements.

The Project also includes increased landscaping on-site and the proposed architecture is of high quality and incorporates design features as recommended by the Design Standards and Guidelines. The applicant has agreed to contribute $50,000 towards intersection improvements at East Avenue and Dolores Street. The new development is compatible with existing development and community character; and supports City-wide goal for housing choices. The applicant proposes to rent all 13 units in the development. The project will include one unit for rent to a very low-income (50% of Area Median Income) household. The applicant would be required to enter into an affordable housing agreement that will be recorded on the property.

2. The proposed Planned Development will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

   Findings: PD 25-001 will facilitate the development of the Project site and will not be detrimental to the welfare of the City. The two-story, attached, 13-unit multi-family, townhome-style development will consist of all rental units that would be grouped on one lot. The units will consist of either three or four bedrooms and range in size from 1,400 to 1,900 square feet per unit. An existing single-family home is located on the property including several recreational vehicles and a storage container. The existing house will be demolished, and the recreation vehicles and storage container will be removed from the site. The Project design enhances the views for the public from East Avenue and Dolores Street. The Project includes increased landscaping on-site of which approximately 50% are native to California. The proposed architecture is of high quality and incorporates design features as recommended by the Design Standards and Guidelines. The applicant will reconstruct the curb, gutter, and sidewalk along the Project frontages (East Ave and Dolores St.), construct a new driveway to provide access to the site from Dolores Street, and underground all electric and communication lines along the Project frontage. Additionally, the applicant has agreed to contribute $50,000 towards intersection improvements.

3. The Planned Development is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle access and public services and utilities to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

   Findings: The Project has access to public utilities including water and sewer. The development would increase the need for public utilities that would be maintained by the City. The Project would be required to pay for the increase in public services at the time of Building Permit issuance and through user fees. The applicant will reconstruct the curb, gutter, and sidewalk along the project frontages (East Avenue and Dolores Street), construct a new driveway to provide access to the site from Dolores Street, and underground all electric and communication lines along the project frontage. Site Access (ingress and egress) from Dolores Street was evaluated by the Livermore Pleasanton Fire Department, Livermore Sanitation, and the Engineering Division for conformance with the applicable standards and deemed adequate to maintain health

and safety and will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based upon its own independent review of the Record Evidence and considerations, and based on the above findings which are necessary to protect the public health, safety, and general welfare, hereby recommends the City Council approve Planned Development (PD) 25-001.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct the Planning Manager to file a Notice of Exemption for the Project with the Alameda County Clerk if the Project is approved.

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

On the motion by Commissioner Horner, seconded by Vice Chair Kronzak, the foregoing Resolution was adopted at the Planning Commission meeting of June 17, 2025, by the following vote:

AYES: FINTSCHENKO, HORNER, KRONZAK, STEELE.
NOES: ANDERSON.
ABSENT: NONE.

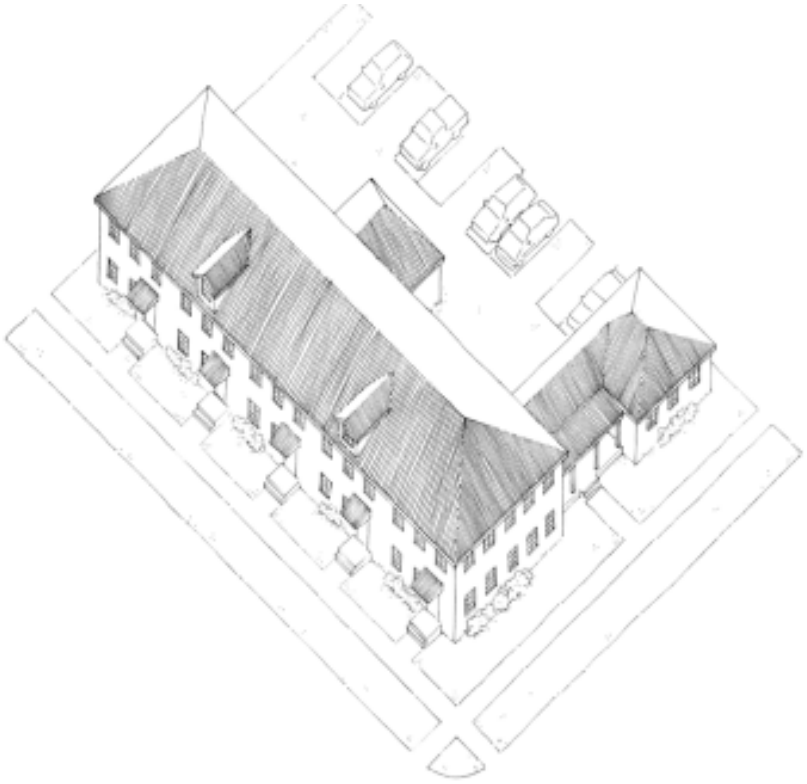
Yolanda Fintschenko, Chairperson



by Stephen Riley, Planning Manager
Secretary to the Planning Commission

Exhibit A – Planned Development (PD) 25-001

Planned Development – Residential (PD-R) 25-001



General Note: the drawings and photos are illustrative.

A. Purpose

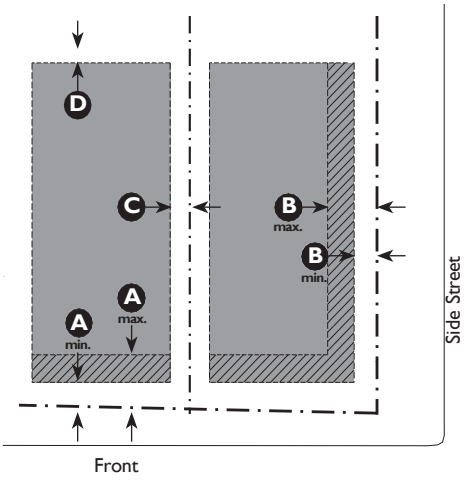
The purpose of establishing this Planned Development District is to regulate residential townhouse building type development of Tentative Parcel Map 11527 ("Exhibit A" and APNs 98A-610-1-2 and 98A-610-2) approximately 0.62± acres of land located at the southeast quadrant of East Avenue and Dolores Street. Development shall be in conformance with the requirements of the Livermore Development Code (LDC) as it exists now or may be amended in the future, except as modified by the following regulations.

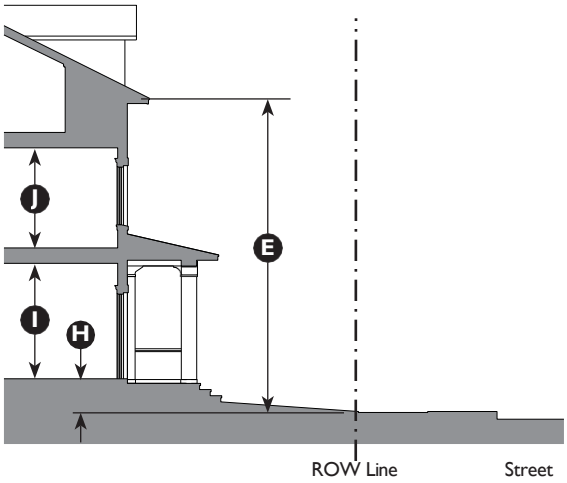
B. Allowed Building Types

Carriage House	Single-Family House [2]
Duplex, Side by Side	Duplex, Stacked
Duplex, Front and Back	Bungalow Court
Townhouse	Fourplex and Sixplex
Courtyard Apartment	

[1] See Part 5 (Building Types) for descriptions and regulations.

[2] Permitted on parcels with an underlying General Plan land use designation of Urban High (UH).





Key

----- ROW / Property Line

------ Setback Line

Building Area

Facade Zone

C. Building Placement

Setback (Distance from ROW / Property Line)		A
Front		
Minimum [1,2]	Lesser of adjacent property's or 15'	
Maximum [3]	30'	
Front facade [4] within facade zone	50% min.	
Side Street [5]	10' min.; 15' max.	B
Side [6]	5' min.	C
Rear	5' min.	D

[1] On development's interior streets, refer to side street setback.

[2] 5' min.

[3] No maximum front setback for Carriage houses.

[4] Garages shall not be counted as part of the front facade.

[5] Can be reduced with approval of an SPDR in the First Street Transitional Area depicted in 3.02.080.H.

[6] No side setback required between Townhouse and/or Live/Work building types.

Miscellaneous

Distance between Main Buildings on Same Lot	
1 Story	8' min.
2+ Stories	15' min.

D. Building Form

Lot Size

See Part 5 (Building Types).

Building Height [7, 8, 9]		
Stories	2-½ stories max	E
To Eave or Parapet	24' max.	
Overall	35' max.	
Ground Floor Finish Level	18" min. above sidewalk	H
Ground Floor Ceiling	9' min. clear	I
Upper Floor(s) Ceiling	8' min. clear	J

[7] Does not apply to accessory structures. See 4.02.030 (Accessory Structures)

[8] See Part 5 (Building Types) for additional height regulations.

[9] For First Street Corridor Transition Area, see 3.02.080.H.

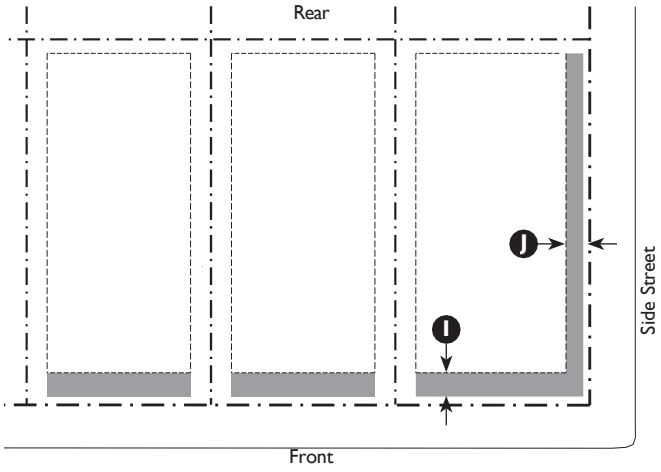
Miscellaneous

Mansard roof forms are not allowed.

Upper-floor units must have a primary entrance along a street facade or to a courtyard.

Ground-floor residential units facing a street shall have individual entries.

LDC § 5.01.090.G. is modified to allow a minimum 18' and a maximum 44' building width per townhouse unit.

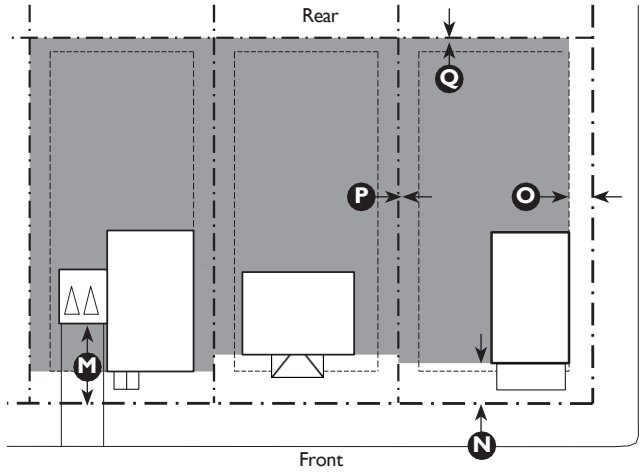


Key

ROW / Property Line

Setback Line

Encroachment Area



Key

ROW / Property Line

Setback Line

Allowed Parking Area

E. Allowed Use Types		
Ground Floor [1]	Residential	
Upper Floor [1]	Residential	
[1] See 3.02.080.I (T4N Use Table) for specific use		
F. Frontage Types and Encroachments		
Encroachments into Setback [2]		
Front	8' max.	I
Side Street or Civic Space	8' max.	J
Side	0' max.	
Rear		
Property Line	0' max.	
Rear Lane	3' max.	
[2] Encroachments are not allowed within a Street ROW. See 4.02.020.B (Encroachments) for complete list of allowed encroachments.		
Required Frontage Types [3]		
Porch	Forecourt	
Stoop		
[3] See 4.03 (Frontage Standards) for descriptions and regulations.		

G. Required Parking		
Spaces		
Residential Uses		
Studio or 1 Bedroom	1 space/unit min.	
2+ Bedrooms	2 spaces/unit min.	
Location (Setback from Property Line)		
Front		
Covered or Attached	Match front facade + width of garage min.	M
Uncovered	Match front facade min.	N
Side Street	5' min.	O
Side	0' min.	P
Rear	0' min.	Q
Miscellaneous		
Linear feet of front or side facade that may be garage	35% max.	
Tandem parking is allowed for off-street parking only if both spaces are behind the required setback and are for the same residential unit.		
See Chapter 4.04 (Parking Standards) for additional general parking requirements.		

I. T4N Use Table

Land Use Type [1, 2]	Specific Use Regulations	Permit Required
Agricultural		
Community Gardens		P
Recreation, Education, and Public Assembly		
Park, Playground		P
Public and Quasi-Public	6.02.090	CUP
School, Private		CUP
Residential[3]		
Dwelling: Single-family[4]		P
Dwelling: Townhouse, Courtyard Apartment, Multiple-family units		P
Supportive Housing		P
Transitional Housing		P
Home Occupation	6.02.060	HOP
Residential Accessory Use or Structure		P
Health Facility:	6.02.050	
Residential care, 1 - 6 clients		P
Residential care, 7 or more clients		CUP

Land Use Type [1, 2]	Specific Use Regulations	Permit Required
Services: General		
Bed & Breakfast	6.02.010	ZUP
Child Day Care Facility	6.02.020	
Small family day care home		P
Large family day care home		ZUP
Family day care center		CUP

(Ord. 2082 § 2(C), 2019; Ord. 2058 § 1 (Exh. C), 2017; Ord. 2018 § 4 (Exh. B), 2015)

Key	
P	Permitted Use
CUP	Conditional Use Permit Required
HOP	Home Occupation Permit Required
ZUP	Zoning Use Permit Required
—	Use Not Allowed

End Notes

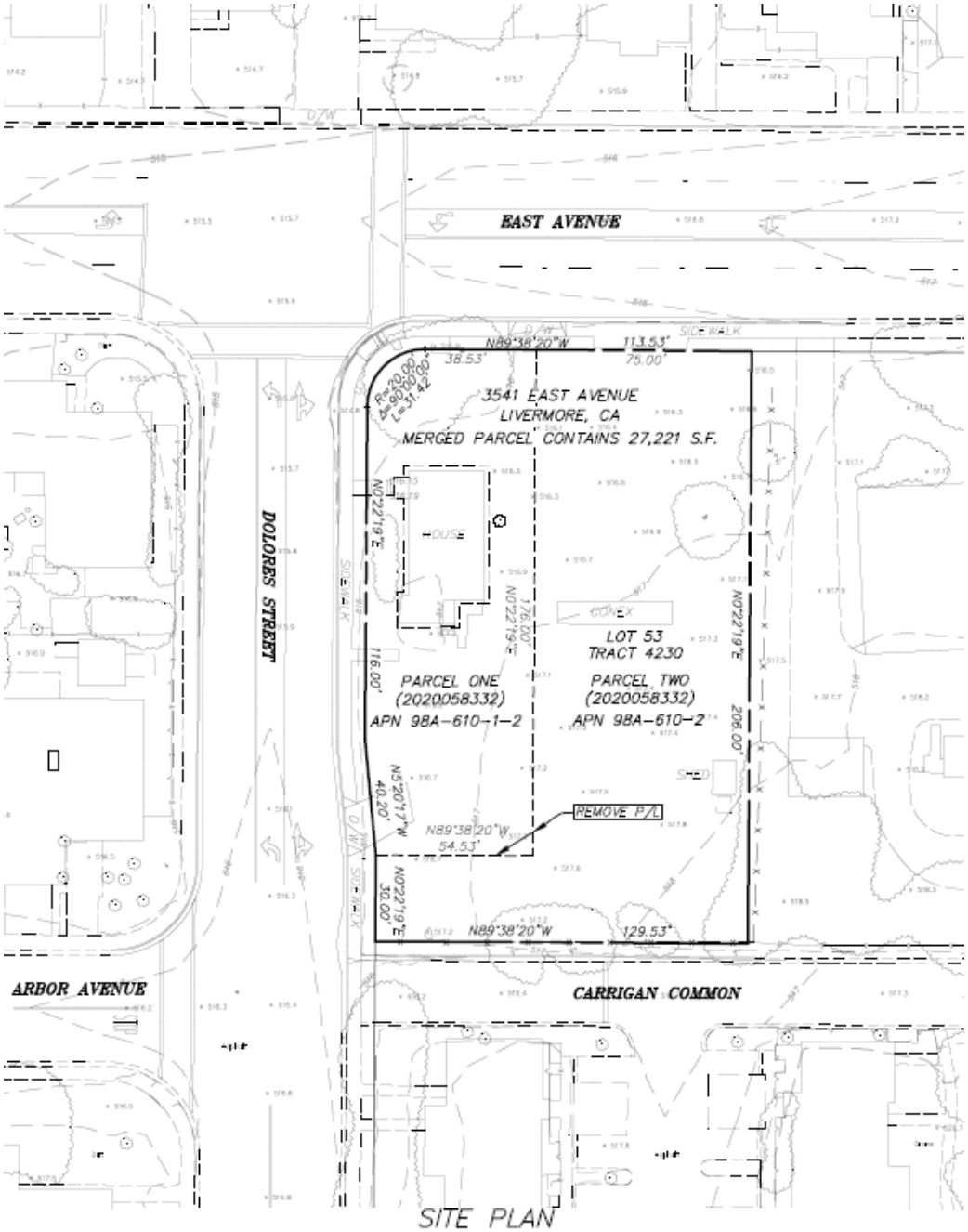
[1] A definition of each listed use type is in Part 11.

[2] Uses not listed are specifically prohibited, unless Director determines use is consistent pursuant to the Code.

[3] A Zoning Clearance is required for new units and additions.

[4] Permitted only if already legally existing at time of Code adoption, 05/01/10.

"Exhibit A"



SITE PLAN

PARCEL MAP WAIVER

TENTATIVE PARCEL MAP 11527

BEING A MERGER OF PARCEL ONE AND PARCEL TWO AS DESCRIBED IN THE GRANT DEED RECORDED MARCH 11, 2020 AS DOCUMENT NO. 2020058332 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA

CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA
FEBRUARY 2025

ALEXANDER & ASSOCIATES INC.
SURVEYORS — PLANNERS — ENGINEERS
PLEASANTON, CALIFORNIA

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT ITEM NO. 8.1

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution approving an amendment to the City Manager's employment contract.

RECOMMENDED ACTION

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

DECISION TYPE

Administrative

SUMMARY

The City Manager's contract stipulates under Section V.A. that the City Council shall conduct an annual performance review of the City Manager and determine any modifications to the terms and conditions of employment including any salary increase, bonus, or other benefit changes.

DISCUSSION

The current City Manager employment contract dated October 31, 2023, indicates the City Council shall review the performance of the City Manager annually and may make modifications to terms and conditions of employment, as deemed appropriate based on performance of duties. As such, the City Council met in Closed Session with the City Manager on October 13, 2025, to discuss her performance evaluation. Prior to that discussion, the City Manager, via memo to the City Council, requested modifications to terms and conditions relevant to her employment contract. At the Closed Session, the City Council discussed the City Manager's request and directed that the draft amendment to the City Manager's employment contract be placed upon this agenda for City Council consideration.

Council approval would be the second amendment to the current contract dated October 31, 2023, to add the following material change: provide an increased contribution of $327.85 per pay period ($8,524 annually) to the City Manager’s deferred compensation. In addition, the City Manager's existing contract already grants the same annual cost of living adjustment (COLA) that is provided to the Livermore

Managers Group (LMG), which is 6% in 2025 bringing the City Manager's annual base salary to $392,895. The contract amendment will be effective November 17, 2025.

FISCAL AND ADMINISTRATIVE IMPACTS

The additional annual net salary and benefits cost $30,763, which will be paid from the General Fund. No additional appropriation is required at this time.

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 - City Manager Contract

Prepared by: Tina Olson
Administrative Services Director

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 APPROVING THE 2025 AMENDMENT TO THE CITY MANAGER'S EMPLOYMENT CONTRACT

On October 31, 2023, the City Council entered into an employment contract with City Manager, Marianna A. Burch. Pursuant to the employment contract, the City Council conducted the City Manager's annual performance evaluation on October 13, 2025, and evaluated modifications to terms and conditions of employment presented by the City Manager after the performance evaluation.

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

1. Approves modifications to the terms and conditions of the employment contract for the City Manager, effective November 17, 2025, as described more fully in the 2025 Amendment to the City Manager's Employment Contract, attached hereto as Exhibit A; and

2. Authorizes the Mayor, on behalf of the City of Livermore, to execute the 2025 Amendment to the City Manager's Employment Contract.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on October 27, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Docusign Envelope ID: 83DDBB91-8EDD-445C-B1A5-AA08B287F106

2025 AMENDMENT
TO CITY MANAGER EMPLOYMENT CONTRACT

THIS 2025 AMENDMENT is made and entered into this ____ day of _____, 2025, by and between the City of Livermore (“City”), a California municipal corporation, and Marianna A. Burch ("Employee").

RECITALS

The City Council has completed its performance review for the City Manager.

The City and Employee desire to amend the City Manager Employment Contract between them dated October 31, 2023 (“Agreement”). Section IX.(D) of the Agreement requires any modifications to be in writing and signed by the parties.

AGREEMENT

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

1. The following sections of the Agreement are hereby amended to read as follows:

   a. In Subsection (A) *Salary* in Section III Compensation the annual salary is changed from “$370,656” to “$392,895” for the 6% cost of living adjustment (COLA) provided for in the Agreement.

   b. In Subsection (B) Benefits in Section III Compensation the City contribution into the City deferred compensation program is changed from “$576 per pay period” to “$903.85 per pay period.”

2. The changes made by this 2025 Amendment shall take effect and apply starting with the pay period commencing November 17, 2025, and until that date the terms and conditions in the Agreement shall continue to control.

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

4. The Amendments are prospective and only apply to services rendered by Employee after the execution of this Amendment. Unless otherwise stated herein, this Amendment does not and shall not relieve the parties of the terms and conditions of the Agreement as written and in effect at the time services were rendered prior to this Amendment.

****

Docusign Envelope ID: 83DDBB91-8EDD-445C-B1A5-AA08B287F106

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

EMPLOYEE: **Dated:**

Signed by:
Marianna A. Burch
9529DE8D0B14447...

10/16/2025 | 10:29 AM PDT

Marianna A. Burch
City Manager

CITY OF LIVERMORE: **Dated:**

John Marchand
Mayor

ATTEST:

Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Kimberly Cilley
49223792A78E477...

Kimberly D. Cilley
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.1**

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

DECISION TYPE

Not Applicable

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.1	Alameda County Mosquito Abatement District update presented by Ryan Clausnitzer, General Manager, and Dr. Maya Manoharan, Livermore Trustee Materials: PowerPoint Presentation, Update for Livermore
3.3	Airport Commission Annual Update to City Council presented by Chair Darin Bishop and Benedict Stuth, Airport Manager. Material: PowerPoint Presentation
5.0	Open Forum Material: Public Comment

6.4	Resolutions authorizing execution of a cooperation agreement with Alameda County to reimburse the City with County funding in an amount not-to-exceed $700,000 for project management and engineering services for the South Livermore Valley Sewer Extension Project WW202313; and authorizing, subject to Alameda County approving the cooperation agreement, a supplemental appropriation of $700,000 in Alameda County funding to the CIP Wastewater Fund 621 in the FY 2025-26 budget and execution of an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $629,000 and a term ending December 31, 2026, to provide engineering analysis and prepare a basis of design report for the South Livermore Valley Sewer Extension Project WW202313. Materials: PowerPoint Presentation; Revised: Exhibit A - Alameda County Cooperation Agreement
7.1	THIS PREVIOUSLY NOTICED ITEM HAS BEEN CONTINUED TO THE NOVEMBER 24, 2025 CITY COUNCIL MEETING Hearing to consider a request to approve a Planned Development (PD) 25-001, Subdivision (SUB) 20-004, and Site Plan Design Review (SPDR) 21-001 to allow a two-story, attached, 13-unit multi-family, townhome-style development located at 3541 East Avenue. Material: Public Comments
8.1	Resolution approving an amendment to the City Manager's employment contract. Material: PowerPoint Presentation
9.0	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

An update from the Alameda County Mosquito Abatement District

Protecting public health by controlling mosquitoes in Alameda County since 1930

Presented by:
Ryan Clausnitzer, **MPA**; General Manager

Livermore City Council

October 27th, 2025

1

Overview

- About Alameda County MAD
- Mosquito control responses to diseases, such as:
  - Dengue
  - Malaria
  - West Nile virus



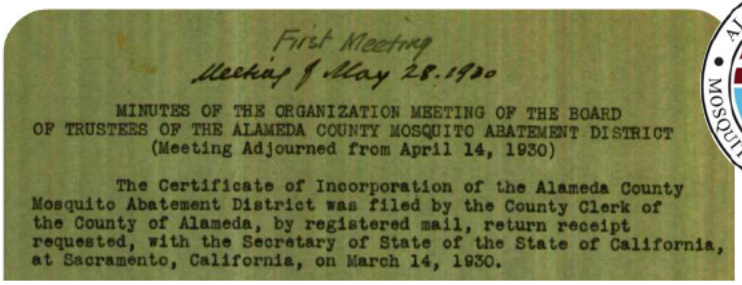
2

1915 Mosquito Abatement Act of California

California Health and Safety Code

Authorized government agencies to "Take any and all necessary or proper actions to prevent the occurrence of vectors and vectorborne diseases."

- Gave power to tax, form boards, and abate (access & impose fines for mosquito control)



First Meeting
Meeting of May 28.1930

MINUTES OF THE ORGANIZATION MEETING OF THE BOARD
OF TRUSTEES OF THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
(Meeting Adjourned from April 14, 1930)

The Certificate of Incorporation of the Alameda County Mosquito Abatement District was filed by the County Clerk of the County of Alameda, by registered mail, return receipt requested, with the Secretary of State of the State of California, at Sacramento, California, on March 14, 1930.

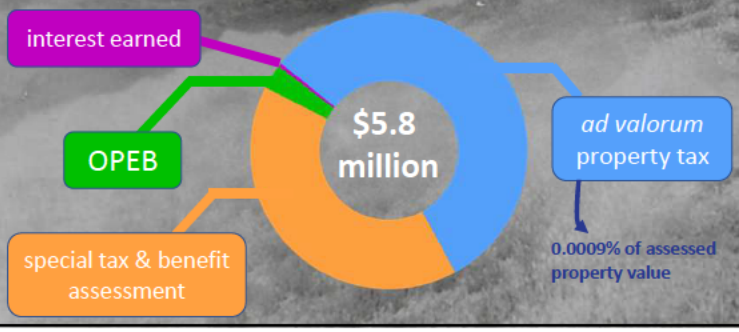
3

Fixed Charges and/or Special Assessments

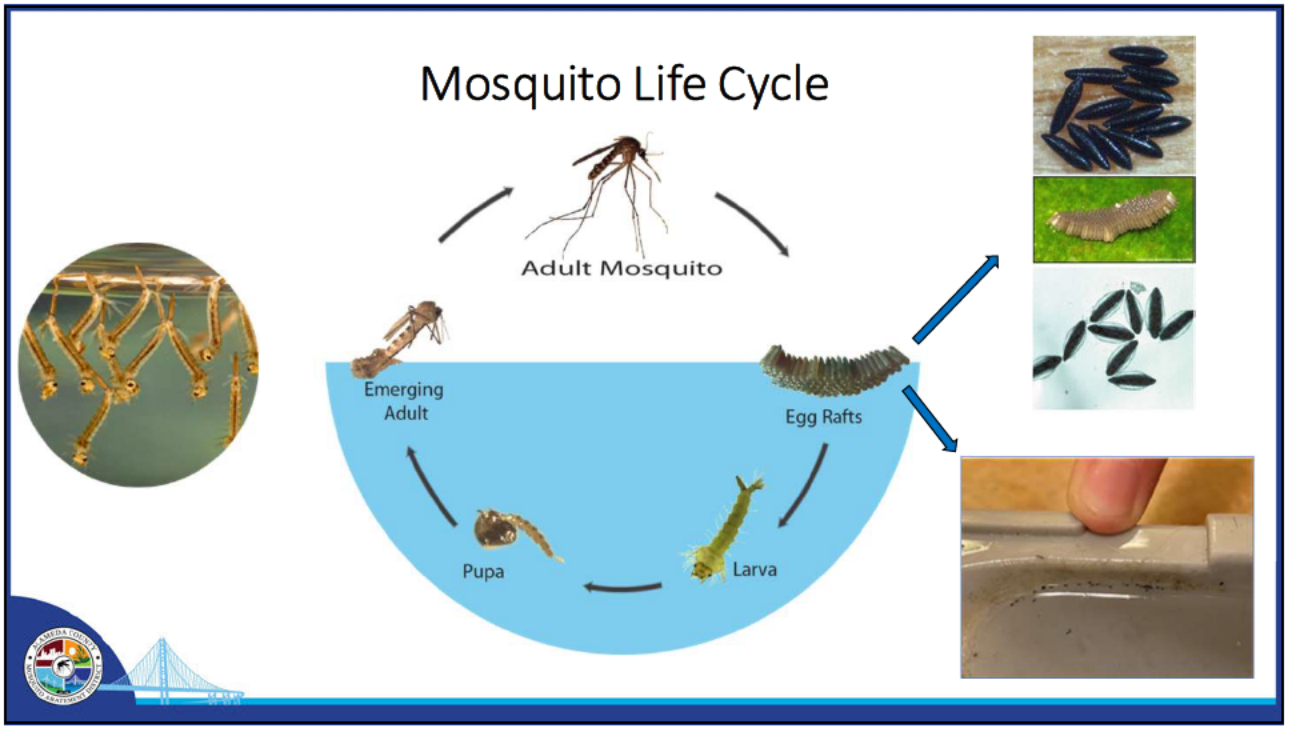
Description	Phone	Amount
CSA ST LIGHTING	510-670-5212	21.80
CV SAN SEWER SVC	510-537-0757	439.00
MOSQ MSR K 1982	800-273-5167	1.74
CSA PARAMEDIC	925-867-3400	35.00
VEC CNTRL MSR A 84	800-273-5167	5.92
PARAMEDIC SUPPLMNT	925-867-3400	18.54
ALA CO CLEAN WATER	510-670-5212	7.10
HAYWARD USD MAINT	800-273-5167	28.00
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 2	510-670-5212	26.66
HAZ WASTE PROGRAM	800-273-5167	6.64
VECTOR CNTRL ASMT	800-273-5167	5.08
MOSQUITO ASMT 2008	800-273-5167	2.50
AC TRANSIT MEAS VV	800-273-5167	96.00
* HUSD MSR A 2017	844-332-0549	88.00
* EAST BAY TRAIL LLD	888-512-0316	5.44
HARD - PARK MAINT	510-881-6727	28.54

Funding mosquito control





4



5

What do mosquitoes need to reproduce?

1. A blood meal from animals or humans to produce eggs
2. Standing water to lay eggs (can be as small as a bottle cap of water!)
3. 5 days to 2 weeks to hatch and develop

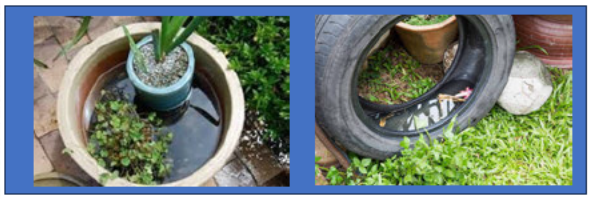


6

Where do mosquitoes come from in Alameda County?









23 mosquito species in Alameda County

7

Mosquito-borne pathogens of concern for CA



Arboviruses

- Dengue virus (DENV)
- Chikungunya virus (CHIKV)
- Zika virus (ZIKV)
- West Nile virus (WNV)

Protozoan

- Malaria (*Plasmodium* spp.)

8

Primary dengue vectors in California



Aedes aegypti
(yellow fever mosquito)

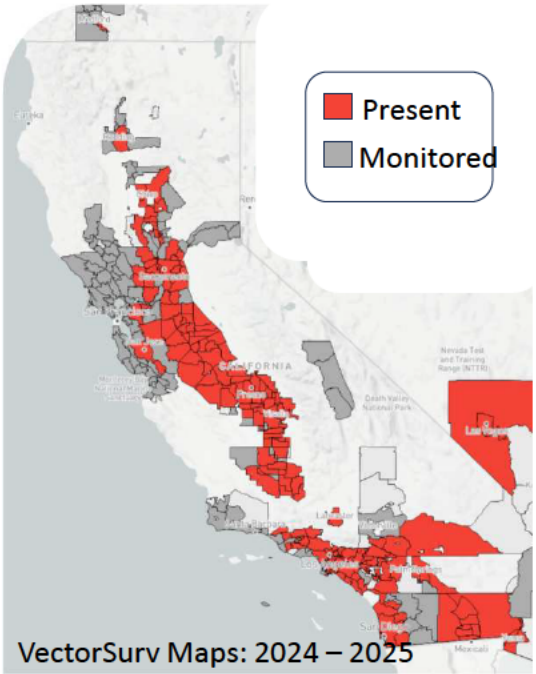


Aedes albopictus
(tiger mosquito)

9

Aedes aegypti is found throughout California

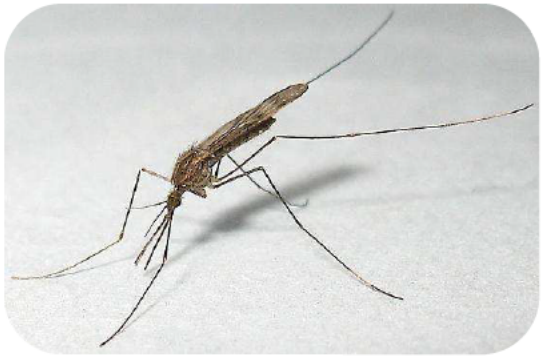




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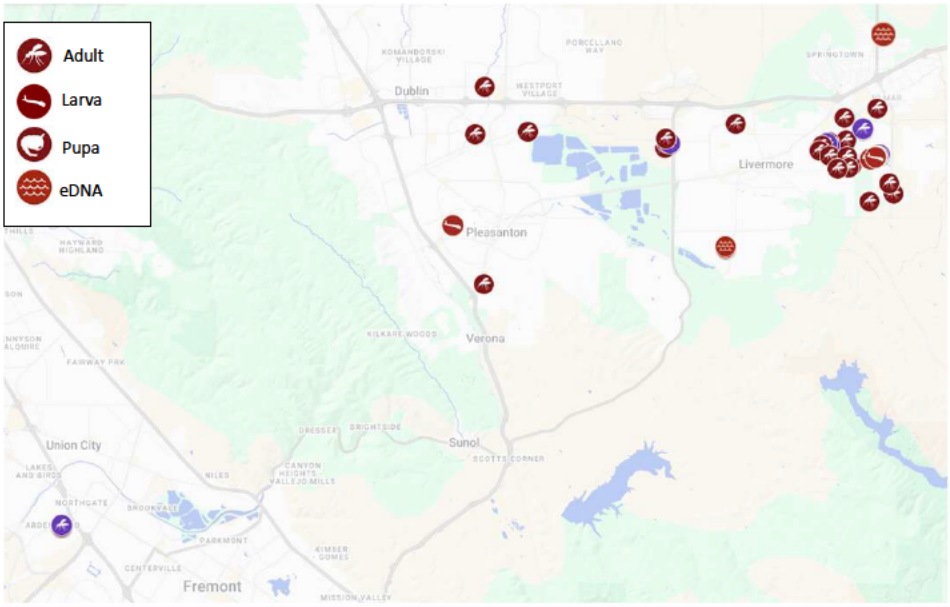
Anopheles freeborni can spread malaria

- Present in California
- Found in stagnant water, often in algal masses near creeks



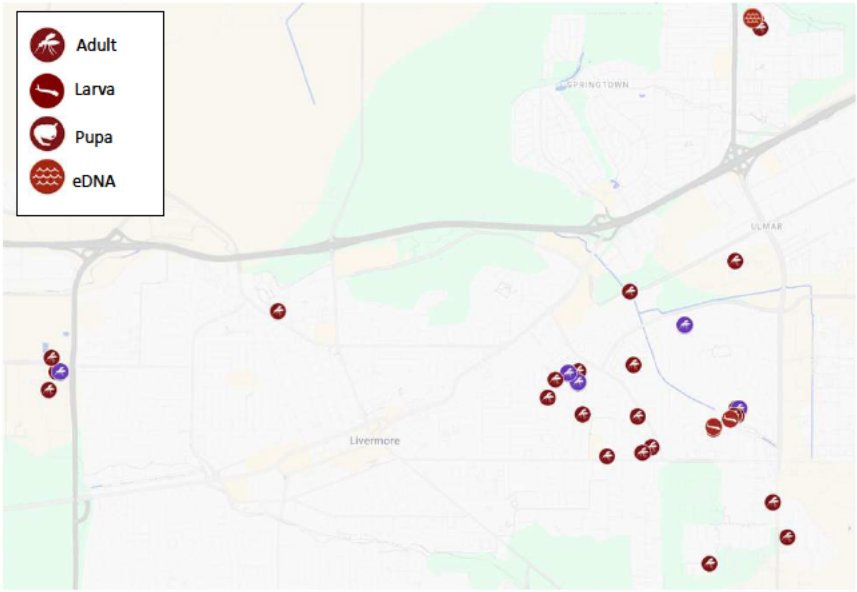
11

2025 *Aedes aegypti* (46 detections in Alameda County)



12

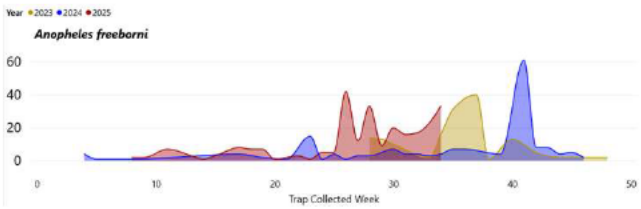
2025 *Aedes aegypti* - Livermore

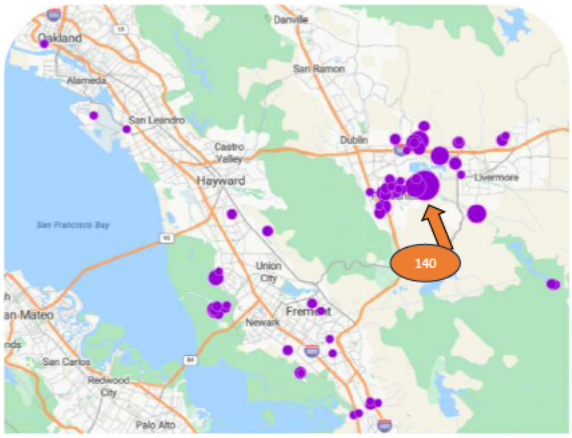


13

Anopheles freeborni in Alameda County

Found infrequently, usually in the East County





Anopheles freeborni: 2023-2025

14

Main West Nile virus vectors in California



Culex pipiens:
common house mosquito





Culex tarsalis:
western encephalitis mosquito

Culex erythrothorax:
tule mosquito

15

Culex spp. found in various sources



Catch basin



Unmaintained swimming pool



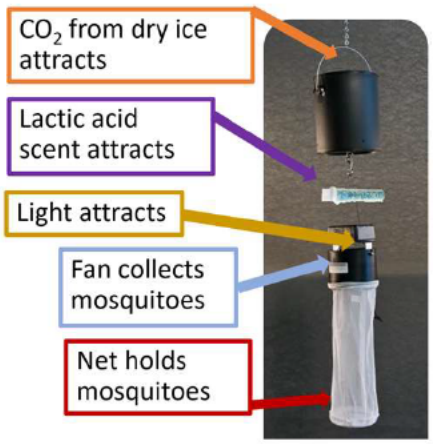
Water treatment plant



Tule marsh

16

Trap, identify, and test mosquitoes







17

Larval & adult mosquito control methods













18

Sterile insect mosquito control options

irradiated



bacteria-infected



genetically engineered



19

ACMAD encourages residents to:



1. Drain, flip, toss any containers that can hold water.
2. Contact us for mosquitofish, biting mosquitoes, standing water
3. Keep swimming pools treated and maintained.
4. Cover rain barrels.
5. Keep an eye out for:
    1. Mosquito larvae and pupae
    2. Mosquito bites
    3. Dead birds

20

Ryan@mosquitoes.org
General Manager

Joseph@mosquitoes.org
Operations Supervisor

Eric@mosquitoes.org
Laboratory Director

Erika@mosquitoes.org
Regulatory & Public Affairs Director



510.783.7744 • mosquitoes.org

21

ACMAD Update for Livermore

What are the biggest mosquito concerns in Livermore this year?

Urban Area:

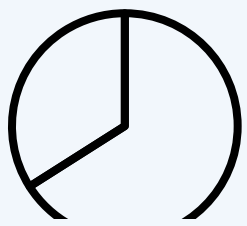
Livermore now has several areas with *Aedes aegypti,* an aggressive invasive mosquito. Inspections for this species are complicated because they require access to resident's front and backyards. Additionally, the public's cooperation in finding and removing even the smallest amount of standing water is required for control.

Rural Area:

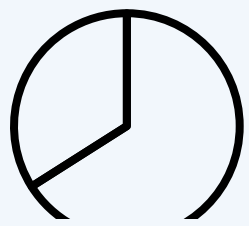
Access in rural areas is often difficult, whether it's a large property or natural area. When water level are low at Lake Del Valle fish that can eat mosquito larvae don't have access to the *Aedes vexans* breeding area. Access is further complicated by overgrown poison oak.

106 Requests for service from residents so far

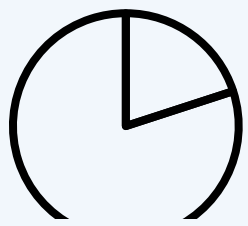
TECHNICIAN ASSIGNED TO THE AREA: Danny Sharkey



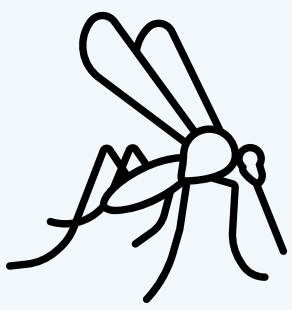
38%
Requesting mosquitofish



29%
Reporting a mosquito problem



24%
Reporting standing water

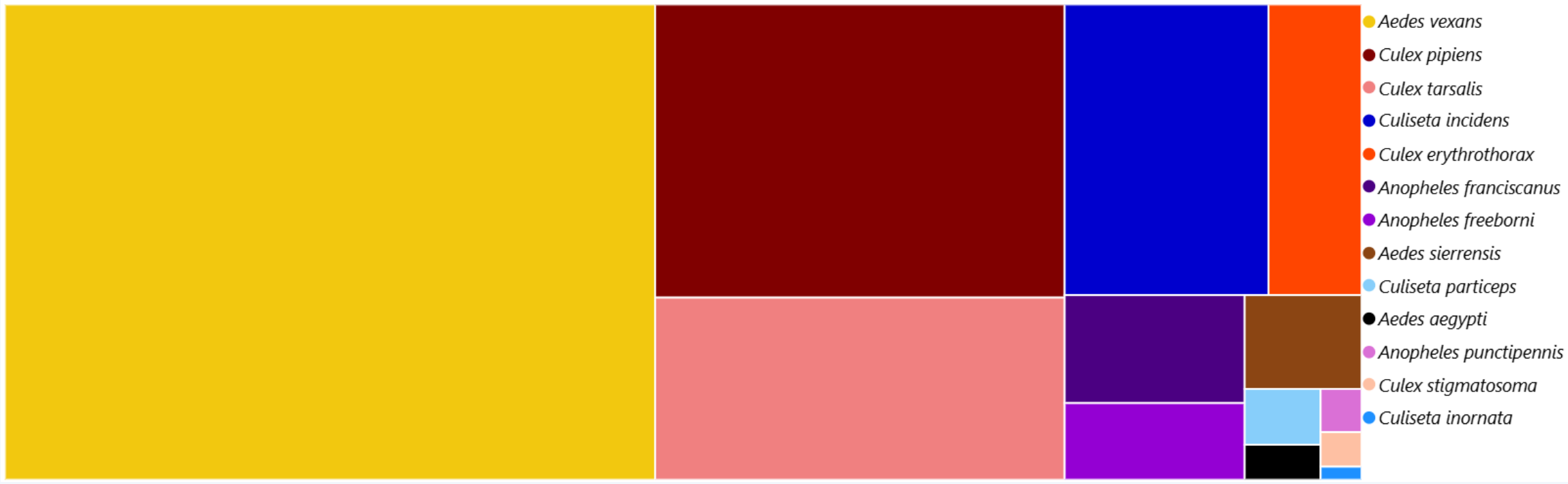


- The most abundant mosquito species this year has been ***Aedes vexans***, the inland floodwater mosquito.
- The top mosquito producing area this year has been **Del Valle Regional Park**.

810 Mosquito traps placed through September

2 American crows tested positive for West Nile virus

MOSQUITO SPECIES COLLECTED IN LIVERMORE TRAPS BASED ON ABUNDANCE:



Public Outreach Dashboard
Alameda County Mosquito Abatement District

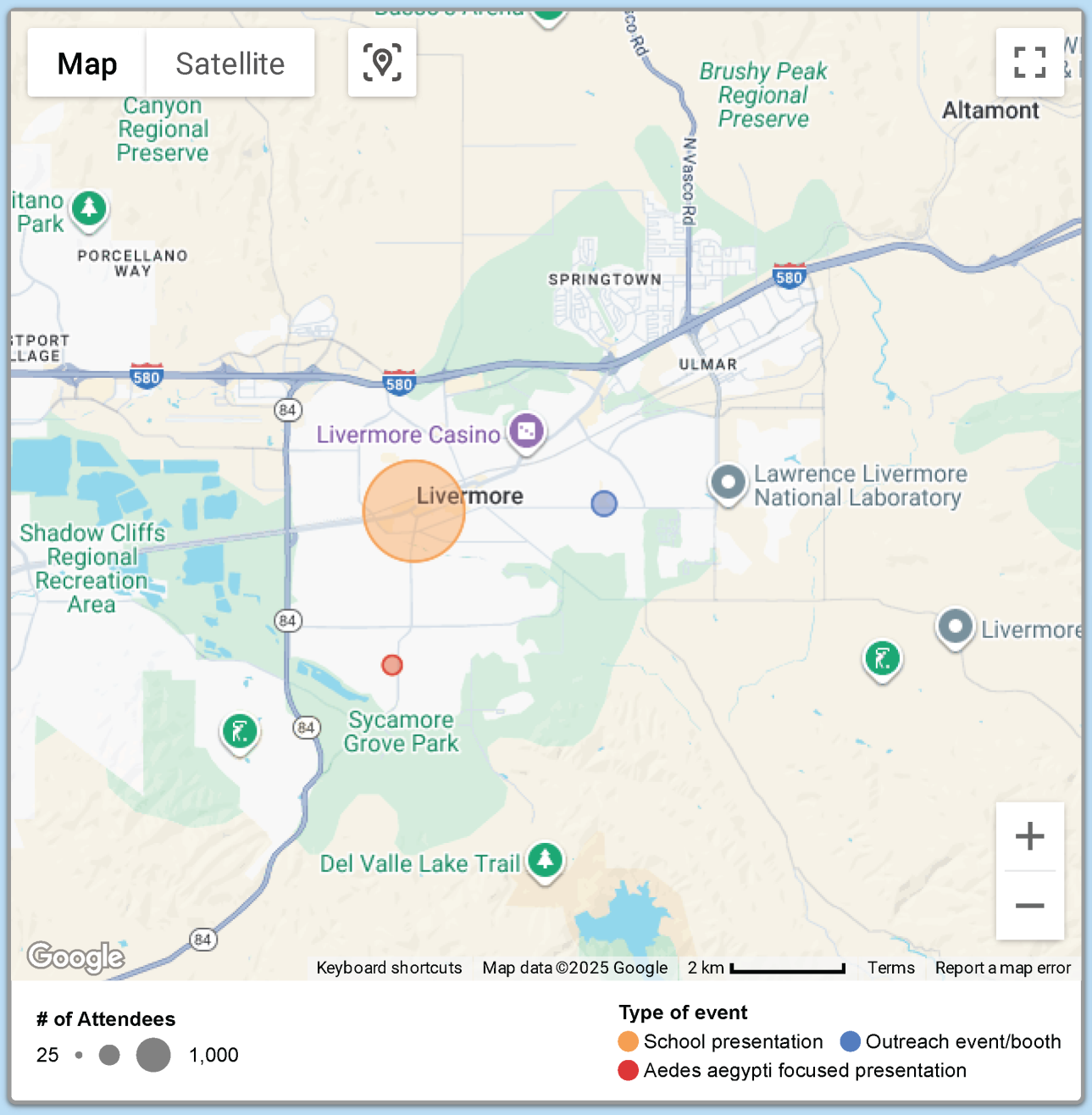
Download Report as PDF

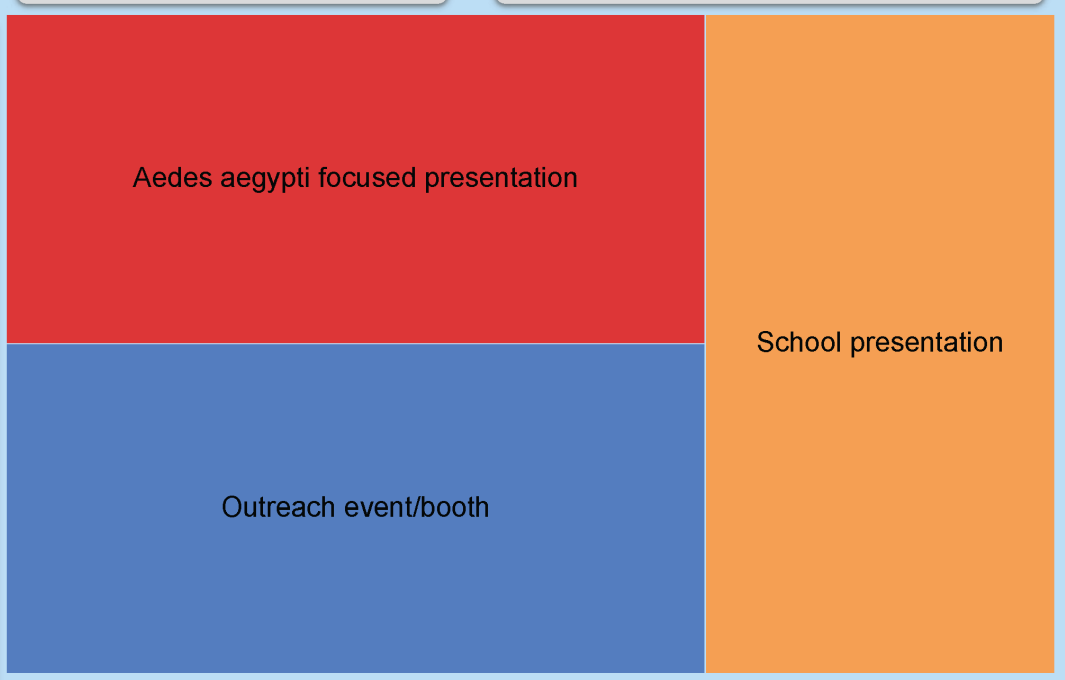
Total # of Presentations & Events: **3**

Approximate # of Attendees: **1,113**

City: Livermore (1)

Jan 1, 2025 - Sep 30, 2025

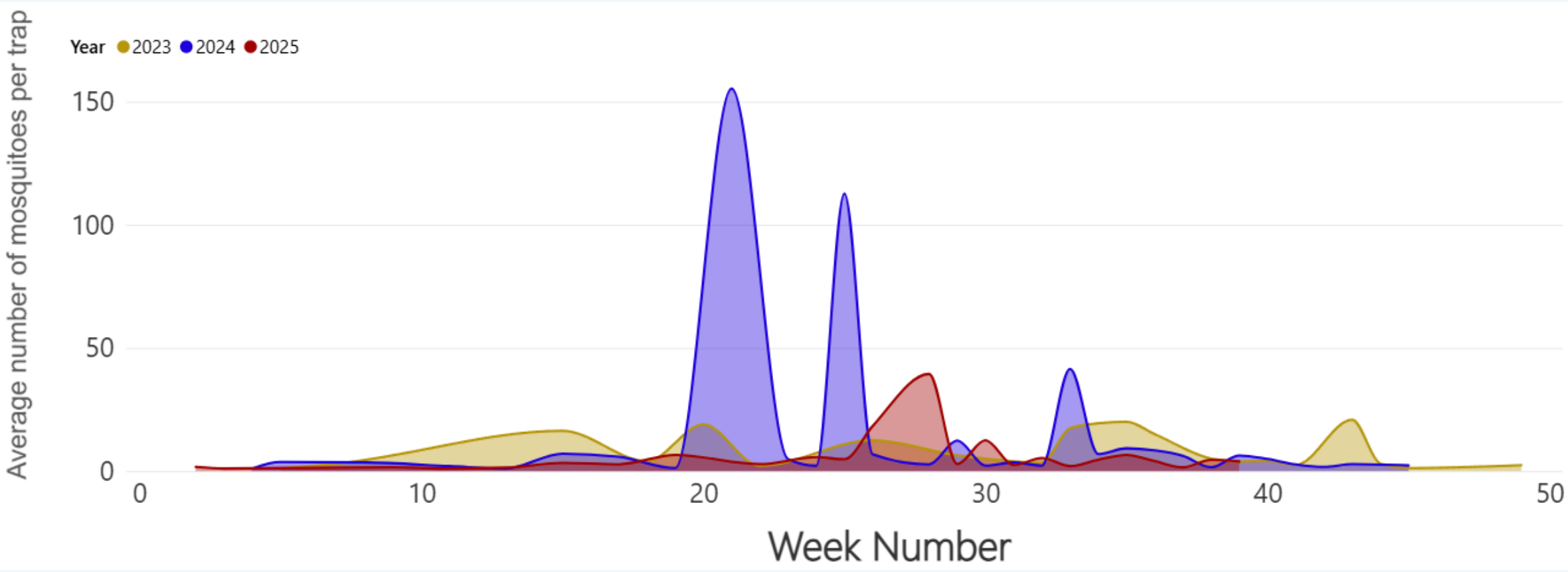




	Name of event	Date	# of Attendees
1.	Livermore Ag & Enviro Adventure Day	Apr 29, 2025	1000
2.	Tri-Valley Nonprofit Alliance Volunteer and Resource Expo	Aug 23, 2025	88
3.	Alden Lane Nursery Staff Presentation	Sep 16, 2025	25

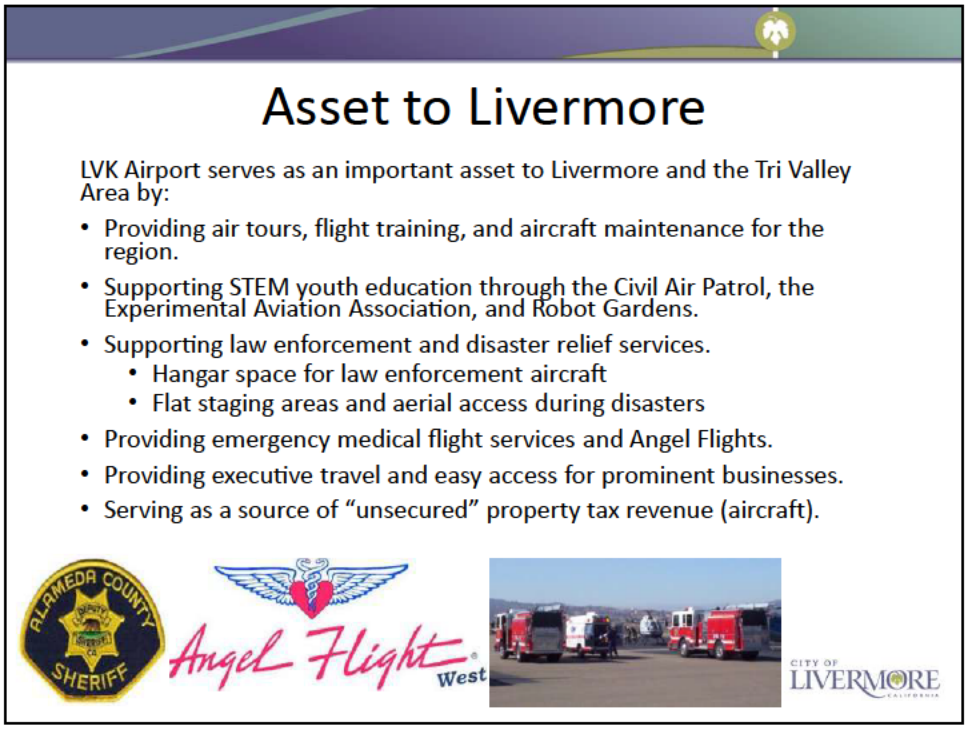
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AVERAGE MOSQUITO ABUNDANCE IN LIVERMORE TRAPS FOR THE LAST THREE YEARS :




LIVERMORE
CALIFORNIA
Airport Commission
Annual Update
October 27, 2025
Presented by Darin Bishop, Airport Commission Chair
CITY OF
LIVERMORE

1


Asset to Livermore
LVK Airport serves as an important asset to Livermore and the Tri Valley Area by:
• Providing air tours, flight training, and aircraft maintenance for the region.
• Supporting STEM youth education through the Civil Air Patrol, the Experimental Aviation Association, and Robot Gardens.
• Supporting law enforcement and disaster relief services.
• Hangar space for law enforcement aircraft
• Flat staging areas and aerial access during disasters
• Providing emergency medical flight services and Angel Flights.
• Providing executive travel and easy access for prominent businesses.
• Serving as a source of "unsecured" property tax revenue (aircraft).
ALAMEDA COUNTY
SHERIFF
Angel Flight West
CITY OF
LIVERMORE

2

Airport Commission

- The Airport Commission is made up of five members
- Term Length: 4 years
- Term Limit: 2 years
- The Commissioners are
  - Darin Bishop, Chair
  - Christopher Dombrowski, Vice Chair
  - Jon Levine
  - Victoria Schellenberger
  - David Farley

CITY OF LIVERMORE CALIFORNIA

3

Airport Commission
What We Do

- Established by the City Council "to represent and further the interest of the aviation industry, and that such representation and furtherance will ultimately serve the public interest." – LMC 2.41.0202
- The Airport Commission:
  - Advises the City Council, Planning Commission, and staff on items pertaining to the Livermore Municipal Airport.
  - Promotes and supports public interest in the airport through public meetings and events.
  - Processes applications for Commercial Aviation Permits and appeals.
  - Supports Implementation of Council policies, including:
    - Hanger Waitlist Policy
    - Airport Development Policy
    - Airport Protection Area
    - Voluntary Noise Monitoring and Abatement Efforts

CITY OF LIVERMORE CALIFORNIA

4

Airport Commission
Past Year's Activities

- Approval, Advisory, and Community Outreach Activities at the airport:
  - Direction of SMP 39 development (Advisory).
  - Modernization of Noise Reports and Noise Reporting Procedure (Advisory) to create efficiencies and public availability.
  - Airport Land Use and Development Analysis (Advisory).
  - Support for City of Livermore 4th of July Celebration at LVK.
  - Continued Fly Quiet, Fly Friendly program (Advisory).





CITY OF LIVERMORE

5

Airport Commission
2025/2026 Goals

- Continue to advise the Council, Planning Commission, and staff on matters pertaining to the Airport.
- Proactively promote the Airport as a community asset.
- Review and suggest improvements to operations focused on efficiency and effectiveness.
- Continue to support implementation of Council policies
- Support the implementation of the Airport Development Strategy.

CITY OF LIVERMORE

6

Airport Commission
Airport Development Strategy

- The Airport Development Strategy includes the following:
  - Develop an approach for constructing and tenanting hangars to address the hangar wait lists.
  - Explore the creation of a Multi-Agency Public Safety Complex to improve regional emergency and disaster response.
  - Establish an Aviation Innovation Center for the development of clean and quiet aviation technologies.
  - Pursue advanced aviation technologies (such as eVTOL) to help improve mobility and facilitate advancement in clean, quiet transportation

CITY OF LIVERMORE CALIFORNIA

7

Questions?



CITY OF LIVERMORE CALIFORNIA

8

Ashley Zieba

From: k l
Sent: Monday, October 27, 2025 5:50 AM
To: City Clerk
Subject: Agenda topic for next meeting

Categories: Ashley, Debbie, Public Comment

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello,

I'd like to comment on the growing homeless encampment off the freeway going east, just before the N Livermore exit. There seems to be a growing area of tents and tarps in the greenery off of the highway, quite close to apartments and right across the freeway from the pumpkin patch.

What is being done about this growing issue? As this area is brushy and dry (fire hazard already), and we have had fire issues in the area, I'm concerned for safety. We have also noticed an increase in the homeless population around town, clearly under the influence of substances (yelling, lunging, or passed out at all hours of the day) near the Portola/N Livermore area. It feels unsafe to walk around with dogs or children even during the daytime, and as the weather gets colder there is a concern about spreading fires as well (several have been reported in that area recently).

Thank you,
Kristen



Cooperative Agreement with Alameda County as the Lead Agency for the South Livermore Valley Sewer Expansion

October 27, 2025
Presented by
Andy Ross, Principal Planner

CITY OF LIVERMORE

1

South Livermore Valley Sewer

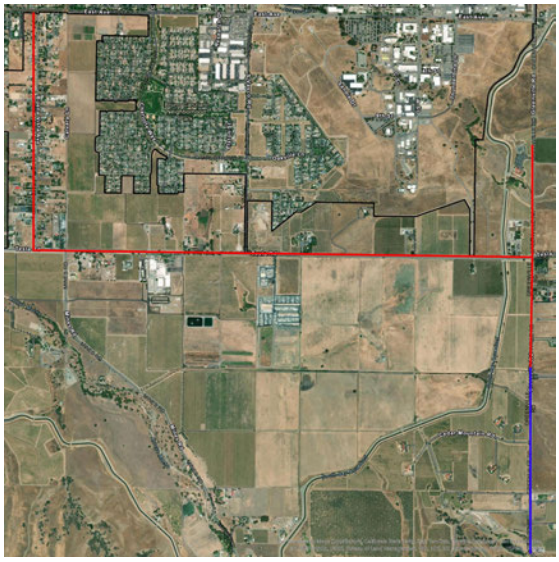
- The project would extend sewer services to unincorporated areas along Buena Vista Avenue, Tesla Road, and Greenville Road following Livermore voter approval of Measure P in 2022.
- Alameda County is the lead agency on the project.
- The County has requested City assistance with the design of the sewer project.



CITY OF LIVERMORE

2

Future Sewer Project Alignment



Proposed Alignment

Additional segment for study

CITY OF LIVERMORE CALIFORNIA

3

Agreement Terms

Alameda County Cooperative Funding Agreement:

- County will reimburse the City up to $700,000
- Covers Consultant engineering services and City's project management
- Requires Supplemental appropriation to the City's FY 2025–26 CIP Wastewater Fund

Consultant Contract:

- City would contract with Carollo Engineers, Inc. for up to $629,000 to be reimbursed by County
- Work scope includes: topographic surveys, preliminary engineering analysis, and public engagement
- Final Basis of Design Report to be completed by December 31, 2026

CITY OF LIVERMORE CALIFORNIA

4

Staff Recommendation

Staff recommends the City Council adopt two resolutions authorizing:

- The City Manager to execute a cooperation agreement with Alameda County to reimburse the City in an amount not-to-exceed $700,000 for project management and engineering services for the South Livermore Valley Sewer Extension Project; and
- A supplemental appropriation of $700,000, to the CIP Wastewater Fund (Fund 621) in the FY 2025-26 budget (subject to Alameda County approving the cooperation agreement).
- The City Manager to execute an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $629,000 to prepare a basis of design report for the South Livermore Valley Sewer Extension Project.

CITY OF LIVERMORE CALIFORNIA

5

COOPERATION AGREEMENT FOR DEVELOPMENT OF A BASIS OF DESIGN REPORT AND RELATED PROJECT MANAGEMENT SERVICES FOR THE SOUTH LIVERMORE VALLEY SEWER EXTENSION PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____ 2025, by and between the County of Alameda, "COUNTY" and the City of Livermore, a municipal corporation of the State of California, "CITY", collectively the "Parties".

RECITALS

WHEREAS, the area depicted in Exhibit A is in the unincorporated area of the COUNTY and is known as the South Livermore Valley. The South Livermore Valley Sewer Extension Project ("Project") is situated in the northeast portion of the South Livermore Valley, as shown in Exhibit A.

WHEREAS, the South Livermore Valley is beyond the CITY's municipal and urban growth boundaries.

WHEREAS, on July 11, 2022, the CITY adopted the South Livermore Valley Sewer Extension Project ("Project") Supplemental Environmental Impact Report (SEIR) and authorized amendments to the City's South Livermore Valley Urban Growth Boundary Initiative, to address groundwater concerns and allow for continued commercial and visitor serving development in the unincorporated area of COUNTY.

WHEREAS, on November 8, 2022, Livermore voters approved amendments to the City's South Livermore Valley Urban Growth Boundary Initiative (Measure P).

WHEREAS, The location of the Project is generally shown by red and blue lines on Exhibit B.

WHEREAS, the Parties desire to retain a project manager and to obtain topographic survey and engineering analysis to help develop a cost-effective basis of design report ("BOD Report") for the Project to include recommended pipe alignment and depth, locations (if any) where pump or lift stations would be needed and preliminary cost-estimates for the Project's construction, operation, and maintenance.

WHEREAS, the Parties desire to enter into this Cooperation Agreement ("Agreement") for project management, surveying, engineering analysis, and preparation of the BOD Report for the Project. The scope for this work is shown in Exhibit C-1 and Exhibit C-2.

WHEREAS, this Agreement specifies the method of cooperation between the Parties which includes terms and conditions under which the CITY will provide project management, surveying, engineering analysis, and preparation of the BOD Report for the Project and the COUNTY will reimburse the City for reasonable and necessary costs incurred by the CITY for these services, which is estimated to be and not exceeding

$700.000 and includes consultant fees, CITY project management costs, and contingency.

WHEREAS, there will be strict accountability by the City of all funds transacted and a report of all receipts and distributions shall be made upon request by the County and at the conclusion of the preparation of the BOD Report. CITY shall provide a report to COUNTY documenting all expenditures made by CITY for project management and BOD Report.

WHEREAS, the COUNTY and CITY desire to specify the terms and conditions under which the BOD Report shall be provided.

WHEREAS, this Agreement does not address issues including final design, bid documents, construction, ownership and maintenance, flow and strength monitoring of the added sewage to be conveyed by the Project, costs to connect the Project and discharge to the CITY's existing sewer system, and for treatment at the CITY's Water Reclamation Plant.

WHEREAS, this Agreement does not obligate the CITY or the COUNTY to perform any work on the Project subsequent to the BOD Report including but not limited to annexation or connection of properties, design, real property acquisition, permitting, construction, operation or maintenance or the costs thereof.

NOW, THEREFORE, the COUNTY and CITY agree as follows:

SECTION I: CITY COVENANTS

CITY AGREES TO:

A. Complete the scope of work to develop the BOD Report as outlined in Exhibit C-1. CITY will contract with an engineering consultant that specializes in sewer design and operation for this work.

B. Provide project management services as outlined in Exhibit C-2.

C. Manage the procurement of any goods or services required under this Agreement based on a competitive bidding process and comply with all requirements applicable to "public works," including, without limitation, those contained in Division 2, Part 7, Chapter I of the California Labor Code (Section 1720, et seq.).

D. Ensure that any consultants performing project management, design, and administrative services in connection with the Project secure and maintain in full force and effect, general liability, workers compensation, and auto liability insurance in forms and limits of liability acceptable to CITY and COUNTY, which insurance names CITY and COUNTY and their officers, employees, and agents as an additional insured from and against all damages, claims, loss, liability, and cost or expense arising out of or in any way connected with the Improvements.

E. Complete the BOD Report within seven months of the date that CITY issues a notice to proceed to the consultant.
F. Maintain cost accounting for the work outlined in this Agreement.

SECTION II: COUNTY COVENANTS

COUNTY AGREES TO:

A. Reimburse CITY for up to $700,000 within 30 days of the receipt of an invoice for authorized costs incurred by CITY pursuant to this Agreement. This funding will pay up to $569,094 for consultant fees, $71,000 for CITY project management, and reserve $59,906 as a contingency.

B. Coordinate with CITY during preparation of the BOD Report, including reviewing draft analysis and reports, and attending project development team meetings, as needed.

SECTION III: INDEMNITY

A. **Defense, Indemnity, and Hold Harmless.** To the fullest extent permitted by law, COUNTY shall hold harmless, indemnify, and defend with counsel selected by COUNTY and reasonably acceptable to CITY, the CITY and its elected and appointed officials, officers, directors, employees, and agents 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") arising out of or in connection with COUNTY's performance of services contemplated by this Agreement, or in connection with COUNTY's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of CITY or its elected and appointed officials, officers, directors, employees, and agents. COUNTY's obligations to hold harmless, indemnify, and defend shall not be excused because of COUNTY's inability to evaluate Liability or because COUNTY evaluates Liability and determines that COUNTY 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. COUNTY will endeavor to respond within 30 days to the tender of any claim for defense and indemnity by CITY.

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

2) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then COUNTY'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).

B. **Defense, Indemnity, and Hold Harmless.** To the fullest extent permitted by law, CITY shall hold harmless, indemnify, and defend with counsel selected by CITY and reasonably acceptable to the COUNTY, the COUNTY and its elected and appointed officials, officers, directors, employees, and agents 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") arising out of or in connection with CITY's performance of services contemplated by this Agreement, or in connection with CITY'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 County or its elected officials, officers, directors, employees, and agents. CITY's obligations to hold harmless, indemnify, and defend shall not be excused because of CITY's inability to evaluate Liability or because CITY evaluates Liability and determines that CITY 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. CITY will endeavor to respond within 30 days to the tender of any claim for defense and indemnity by COUNTY.

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

2) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then CITY'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).

C. **Risk Management Procedure/Insurance:** Promptly upon receipt of any third-party claim or potential legal action concerning this Agreement, the receiving party will notify the other party in writing and provide copies of all relevant information, including the claim, if any.

In no event may a party to this Agreement prejudice the rights of the other party or settle a claim on behalf of the other party. If the alleged or actual responsibility for a claim is shared by both parties, or the alleged or actual responsible party is uncertain, the parties to this Agreement shall meet and confer to determine how to handle the claim. The parties shall meet and confer via teleconference within thirty (30) calendar days after the claim is presented to the non-receiving party. Failure of the parties to meet and confer within said thirty (30) calendar days does not entitle the parties to settle the claim on behalf of the other party.

This Section III, in its entirety, shall survive the expiration or earlier termination of this Agreement.

SECTION IV: MISCELLANEOUS

IT IS MUTUALLY UNDERSTOOD AND AGREED:

A. Termination. That this Agreement shall terminate upon completion of the project management and BOD Report phase of the Project.

B. Amendments. That if, during the term of this Agreement it becomes necessary to amend or add to the terms and conditions of this Agreement, any such amendment or addition shall not be binding unless in writing and signed by authorized representatives of both Parties.

C. Entire Agreement. This instrument, including any attachments hereto, constitutes the entire agreement of the Parties relating to the subject matter of this Agreement and correctly sets forth the rights, duties, and obligations of each party to the other.

D. Partial Invalidity. If any provision or portion of this Agreement shall be deemed invalid, it is agreed that such invalidity shall affect only such provision or portion thereof, and the remainder of this Agreement shall remain in force and effect.

E. California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Headings. The headings used in this Agreement are intended for reference only and do not define or limit the scope or meaning of any provision of this Agreement.

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

H. 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.

I. Attachments. All attachments referred to in and attached to this Agreement are incorporated by reference as though set forth in full.

J. Notices. Any written notice required by this Agreement shall be sent by first-class mail, to the Parties at the addresses set forth below or to such substitute address as may by designated by written notice to the other party:

City of Livermore
Director of Community Development
1052 South Livermore Avenue
Livermore, CA 94550

County of Alameda
Director Community Development Agency
224 W. Winton Ave, Rm. 110
Hayward, CA 94544

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day, month, and year set forth opposite their respective signatures.

CITY OF LIVERMORE
A Municipal Corporation

By: _____
Marianna A. Burch
City Manager

Date: _____

ATTESTED:

By: _____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

By: _____
Kimberly Cilley
City Attorney

COUNTY OF ALAMEDA

By: _____
Sandra Rivera, Director
Community Development Agency

Date: _____

ATTESTED BY:
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

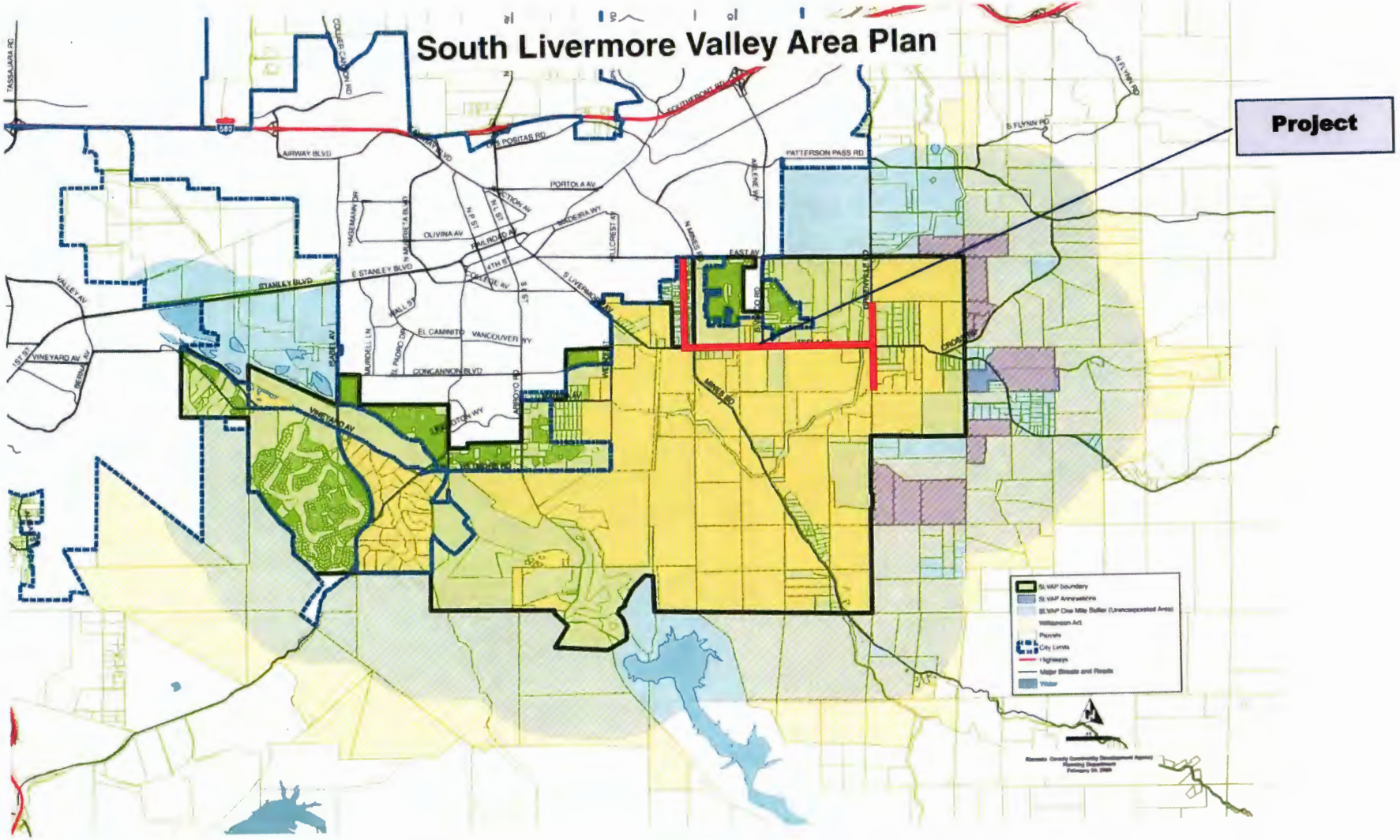
APPROVED AS TO FORM:
Donna R. Ziegler, County Counsel

By: _____
Andrea L. Weddle
Chief Assistant County Counsel

By signing above, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement they, or the entity upon behalf of which he/she acted. executed this Agreement.

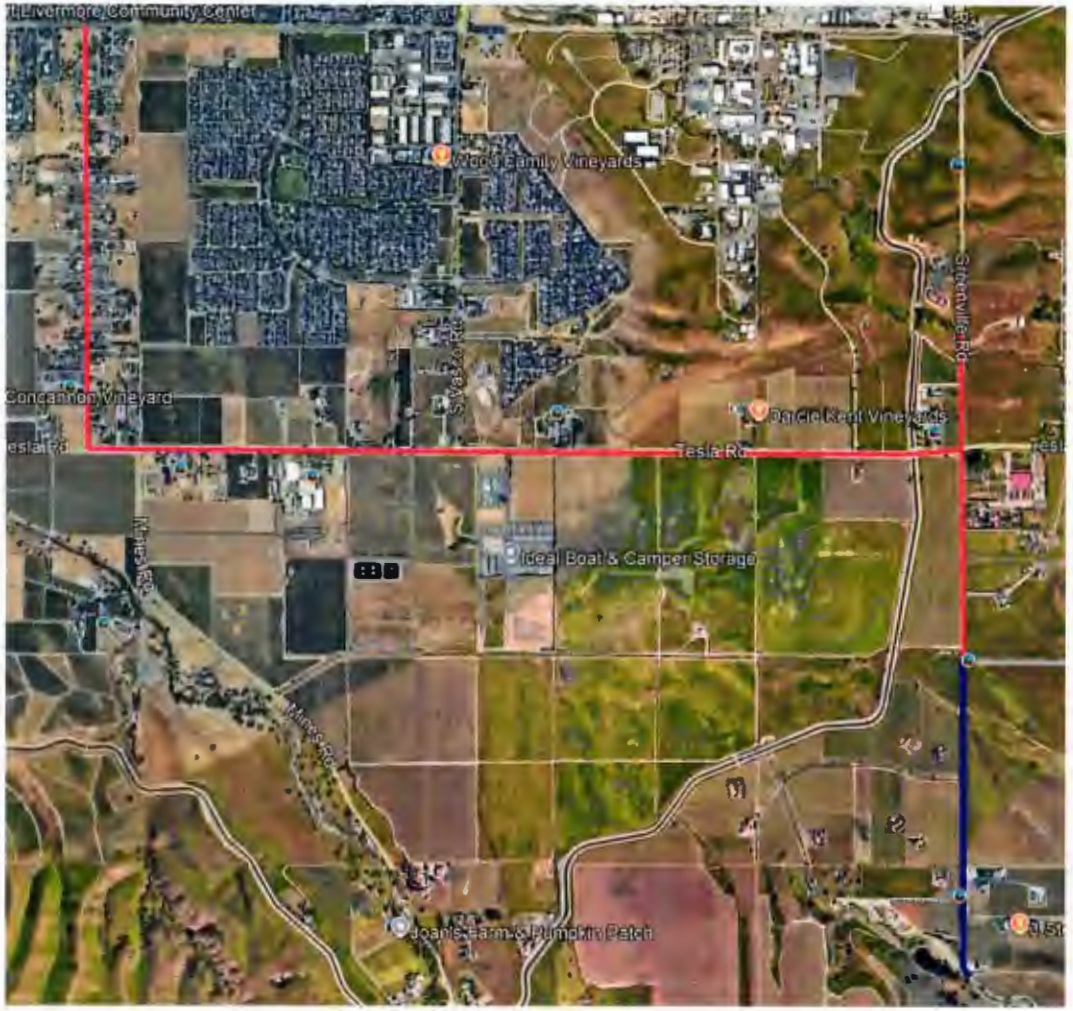
Attachments:
Exhibit A South Livermore Valley Map
Exhibit B Conceptual Project Alignment
Exhibit C-1 BOD Report Scope and Budget
Exhibit C-2 Project Management Scope and Budget

Exhibit A



Map Source: https://www.acgov.org/cda/planning/landuseprojects/documents/SLVAP_Boundary.pdf

Exhibit B – Project Location



Legend:
Red - City Proposed Alignment
Blue - County Addition to Proposed Alignment

CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT

SCOPE OF WORK
9/11/2025

The following scope describes all work anticipated to be provided by Carollo Engineers, Inc. (Carollo) during the Basis Of Design Phase of the Livermore Sewer Extension Project.

It is assumed that the project includes the following.

- Connecting to the existing 12-inch sewer in East Avenue at Buena Vista Avenue
- Extending south along Buena Vista Avenue
- Then east along Tesla Road to Greenville Road
- And then south along Greenville Road to the entrance of JMC Cellars.
- As a design alternate, the County has also requested consideration of extending the sewer north along Greenville Road from Tesla Road to the Martinelli Center.

Task 1.0 – Project Management and Meetings

Task 1.1 – Project Management: Consultant shall perform project management necessary to plan, execute, monitor, and report the project's progress to the City over an estimated 6-month period. Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track and report status of budget expenditures and key work products completed during the billing period. Consultant shall maintain a Decision Log to track the impact of decisions made on design, consulting cost, construction cost, and project schedule.

Task 1.2 – Meetings: Consultant will attend and conduct the following meetings with the City:

- Kick-Off Meeting – Consultant will conduct a meeting to review the project goals, scope, schedule, deliverables, and information requests by Consultant. It is assumed that 4 Consultant team members will attend and the in-person meeting will be 2 hours in duration.
- PM Progress Meetings – Consultant will conduct 10 meetings to discuss overall work progress and the status of near-term efforts and requirements. It is assumed that 2 Consultant team members will attend and the virtual meetings will be one hour in duration.

For each meeting, Consultant will prepare meeting agenda, meeting presentation materials, and meeting minutes to document key discussion issues, action items, and decisions made.

Information and/or Services Provided by City for Task 1.0:

- Input at meetings.
- Responses to information requests.

Consultant Deliverables for Task 1.0:

- Updated project design schedule at each design deliverable milestone.
- Meeting agenda, presentation materials, and meeting minutes.
- Progress letter report with each monthly invoice.

Task 2.0 - Basis of Design

The Basis of Design phase will address several questions that will need to be solved prior to the start of design to set the project off on the right foot. Having answers to these questions will be necessary to avoid inefficiencies and rework during design and problems post construction.

These questions include but are not limited to the following:

- Evaluating the cost of connection vs continued operation of septic systems.
- Look for ways to make connecting to the new sewer more financially feasible for property owners (gravity vs grinder pump).
- Identifying when customers will connect.
- Define flows and loads.
- Identifying impacts to the City's WRP.
- Confirm extended sewer collection system routing and alignment.
- Select pipe sizes and material.

Task 2.1 – Utility Investigations: Consultant's Surveyor (LCC) will survey the proposed alignment. LCC will establish survey control, provide aerial survey, and conduct supplemental ground surveys and mapping. Work will also include locating and dipping existing septic tanks and clean outs. Existing utility research and right of way mapping have not been included in this scope but should be completed during preliminary design.

Consultant's Geotechnical Subconsultant (Crawford) will perform two geotechnical borings to a depth of 30-feet at the canal crossing location to validate the crossing method. Crawford will also provide information to assist in the BDR. Crawford will complete the following:

- Review available geologic and fault mapping;
- Review available groundwater data;
- Review existing geotechnical data including nearby Crawford sites;
- Review USDA Web Soil Survey;
- Prepare a Preliminary Geotechnical Memo (Desktop Study) including project and site description; soil and groundwater conditions; key geotechnical considerations; seismic consideration including liquefaction potential, fault rupture, seismic settlement; preliminary grading recommendations including use of onsite material for backfill, potential for dewatering, etc; boring logs; existing exploration locations; and geologic and fault map. The Memo will include a figure that shows the AP Zone and potential areas for liquefaction in the vicinity of the alignment.

2.1 Assumptions:

- 4 days are provided as an allowance for dipping existing septic tanks and this task will be completed in consecutive working days.
- The City or County will contact property owners and send notifications in advance, coordinating access to the private properties, as necessary for LCC to perform the survey.
- The City or County will have a representative on site and accompany LCC while on private property.
- Only readily accessible septic tanks will be surveyed.

Task 2.2 – BOD Workshops: Consultant will hold up to two, two-hour workshops to work through assumptions and present findings to the City. These workshops will be held as a hybrid meeting so necessary team members may attend. One of the workshops will be used to review the draft BODR.

Task 2.3 – Simulate Updated Flows and Loading: Consultant shall evaluate the anticipated impacts to the City's existing Water Reclamation Plant (WRP) treatment capacity. Hydraulic, biological, and solids loading will be estimated for the extended sewer collection system and compared to the existing capacities at the WRP. Potential mitigation measures and/or capacity improvements will be identified with estimated implementation costs. Information for this task will be taken from the HydroScience Report.

Task 2.4 – Cost Evaluations: Consultant shall estimate construction costs and the cost to operate and maintain the added infrastructure. Consultant shall prepare a spreadsheet model to estimate revenue from connection fees and monthly service charges for the various land uses likely to connect to the new sewer. Consultant shall prepare short, mid and long-range revenue forecasts and identify potential operating deficits. Operating costs evaluated will be evaluated for the pumpstation. It is assumed that routine maintenance costs will be provided by the city based on their existing sewer maintenance program. The City will also provide connection fee and usage rate information for the evaluation.

Consultant shall analyze and compare a deep gravity line alternative with a lift station alternative for the reach on Tesla Road near Vasco Road. Analysis shall include lifecycle cost estimates for each alternative (permitting, right of way, construction, operation, maintenance, rehabilitation and capital replacement costs). Discuss pros and cons of alternatives addressing issues such as new connections and ease of maintenance.

Task 2.5 – BODR: The BODR will summarize all findings under this task and provide recommendations on the following:

- Confirm extended sewer routing and alignment
- Discharges to the extended sewer collection system compared to ongoing use of septic systems and land application
- Sewer conveyance solely via gravity pipelines compared to use of a lift station
- Design criteria including pipe material, size, slope, connection type, and capacity
- Proposed lift station location and capacity of equipment

Information and/or Services Provided by City for Task 2.0:

- Provide the anticipated flows based on connection type. (Information will be from the HydroScience Report and confirmed by the City)
- Provide wastewater flows and loads information from the wineries if different than the HydroScience Report.
- Provide access to properties for survey of septic systems and clean outs.
- Input at meetings.
- Responses to information requests.

Consultant Deliverables for Task 2.0:

- Meeting agenda, presentation materials, and meeting minutes.
- Topographic survey of the proposed alignment and spot elevations for septic tanks.
- Two geotechnical bore hole bore logs for the canal crossing.
- Evaluate data provided by the City and present the findings.
- Hold up to two, two-hour workshops to work through assumptions and present findings to the City.
- Draft and Final BODR
    - Define design criteria.
    - List regulatory, permitting, and right of way requirements.

Assumptions

- Carollo will assist the City in making decisions but the information will generally need to be provided by the City. No testing or public information gathering has been included at this time.
- The project does not need a rate study and sewer rates will follow the current City rate schedule.
- No permit fees have been included in our budget and will be paid by the City or County.
- The City and County will assist in providing access to the Canal for survey of inverts.
- Schedule is subject to change based on availability at time of NTP

Task 3.0 – As-Directed Services

Upon request by the City, Carollo shall provide as-directed services to the City. A budget allowance of $59,906 has been included. Any use of this budget allowance shall require written authorization from the City that includes the scope of as-directed services and an agreed upon not-to-exceed limit. As-directed services could include the following:

- Payment of Fees, including permit fees
- Additional geotechnical and surveying services
- Attendance of meetings beyond those described above
- Public outreach
- Design related services

EXHIBIT C-1

Preliminary Schedule

Survey	Four weeks from NTP
Geotechnical Boring	Six weeks from NTP
Preliminary Findings Workshop	Twelve weeks from NTP

REVISED: Exhibit A - Alameda County Cooperation Agreement

EXHIBIT C-1

CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

TASK	9/11/2025	SP	LPP	SP	LPP	SP	LPP
		QA/QC	Principal-in-Charge	Project Manager	Project Engineer	Senior Professional	Structural Engineer
	July 2025 - June 2026 Fee Schedule	$378	$299	$378	$350	$378	$350
	Column	1	2	3	4	6	7
TASK 1 - PROJECT MANAGEMENT							
1.1 Project Management		0	3	90	0	0	0
1.2 Meetings (Kickoff & 10 Meetings)		0	10	20	20	4	2
	Task 1 Total Hours	0	13	110	20	4	2
	Task 1 Total Budget	**$0**	**$3,887**	**$41,580**	**$7,000**	**$1,512**	**$700**
TASK 2 - Basis of Design							
2.1 Utility Investigations (Survey, Geotech, Utility Research)		0	0	4	8	0	0
2.2 BOD Workshops		0	10	20	40	10	0
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)		0	20	0	0	150	0
2.4 Cost Evaluations		0	0	20	60	5	0
2.5 BODR		5	0	40	80	20	0
	Task 2 Total Hours	5	30	84	188	185	0
	Task 2 Total Budget	**$1,890**	**$8,970**	**$31,752**	**$65,800**	**$69,930**	**$0**
TASK 3 - As-Directed Services							
3.1 As-Directed Services		5	40	40	40	40	5
	Task 3 Total Hours	5	40	40	40	40	5
	Task 3 Total Budget	**$1,890**	**$11,960**	**$15,120**	**$14,000**	**$15,120**	**$1,750**
	Tasks 1-3 Total Hours	**10**	**83**	**234**	**248**	**229**	**7**
	Tasks 1-3 Total Budget	**$3,780**	**$24,817**	**$88,452**	**$86,800**	**$86,562**	**$2,450**

REVISED: Exhibit A - Alameda County Cooperation Agreement

EXHIBIT C-1

CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

TASK	9/11/2025	SP	PP		LP	AP	ST
		EPIC Engineer	EPIC Engineer	Project Services	Civil Engineer	Staff Engineer	CAD Technician
	July 2025 - June 2026 Fee Schedule	$378	$324	$205	$299	$232	$239
	Column	8	9	11	12	13	14
TASK 1 - PROJECT MANAGEMENT							
1.1 Project Management		0	0	12	0	0	0
1.2 Meetings (Kickoff & 10 Meetings)		0	0	0	10	0	0
	Task 1 Total Hours	0	0	12	10	0	0
	Task 1 Total Budget	$0	$0	$2,460	$2,990	$0	$0
TASK 2 - Basis of Design							
2.1 Utility Investigations (Survey, Geotech, Utility Research)		0	0	0	24	0	30
2.2 BOD Workshops		10	0	0	50	0	0
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)		0	0	0	0	0	0
2.4 Cost Evaluations		0	0	0	50	0	0
2.5 BODR		30	20	0	200	36	100
	Task 2 Total Hours	40	20	0	324	36	130
	Task 2 Total Budget	$15,120	$6,480	$0	$96,876	$8,352	$31,070
TASK 3 - As-Directed Services							
3.1 As-Directed Services				0	0	0	0
	Task 3 Total Hours	0	0	0	0	0	0
	Task 3 Total Budget	$0	$0	$0	$0	$0	$0
	Tasks 1-3 Total Hours	40	20	12	334	36	130
	Tasks 1-3 Total Budget	$15,120	$6,480	$2,460	$99,866	$8,352	$31,070

REVISED: Exhibit A - Alameda County Cooperation Agreement

EXHIBIT C-1

CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

TASK	9/11/2025	DP/C			SUBCONSULTANTS			OTHER DIRE
		Document Processing			Geotech	Survey	Subtotals	Sub-consultant Markup
	July 2025 - June 2026 Fee Schedule	$166						
	Column	15	16	17	18	19	22	23
TASK 1 - PROJECT MANAGEMENT								
1.1 Project Management		0	105	$37,377	$0	$0	$0	$0
1.2 Meetings (Kickoff & 10 Meetings)		0	66	$22,752	$0	$0	$0	$0
	Task 1 Total Hours	0	171					
	Task 1 Total Budget	**$0**		**$60,129**	**$0**	**$0**	**$0**	**$0**
TASK 2 - Basis of Design								
2.1 Utility Investigations (Survey, Geotech, Utility Research)		0	66	$18,658	$27,099	$125,361	$152,460	$15,246
2.2 BOD Workshops		0	140	$47,060	$0	$0	$0	$0
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)		2	172	$63,012	$0	$0	$0	$0
2.4 Cost Evaluations		0	135	$45,400	$0	$0	$0	$0
2.5 BODR		10	541	$164,102	$0	$0	$0	$0
	Task 2 Total Hours	12	1054					
	Task 2 Total Budget	**$1,992**		**$338,232**	**$27,099**	**$125,361**	**$152,460**	**$15,246**
TASK 3 - As-Directed Services								
3.1 As-Directed Services		0	170	$59,840	$0	$0	$0	$0
	Task 3 Total Hours	0	170					
	Task 3 Total Budget	**$0**		**$59,840**	**$0**	**$0**	**$0**	**$0**
	Tasks 1-3 Total Hours	**12**	**1395**					
	Tasks 1-3 Total Budget	**$1,992**		**$458,201**	**$27,099**	**$125,361**	**$152,460**	**$15,246**

REVISED: Exhibit A - Alameda County Cooperation Agreement
EXHIBIT C-1

CITY OF LIVERMORE

SOUTH LIVERMORE SEWER EXTENSION
BASIS OF DESIGN REPORT
FEE ESTIMATE
9/11/2025

TASK	9/11/2025 July 2025 - June 2026 Fee Schedule Column	CT COSTS Travel $/mi 25	COST SUMMARY Total ODCs 26	 Total Cost 27
TASK 1 - PROJECT MANAGEMENT				
1.1 Project Management		$0	$0	$37,377
1.2 Meetings (Kickoff & 10 Meetings)		$1,744	$1,744	$24,496
	Task 1 Total Hours			
	Task 1 Total Budget	**$1,744**	**$1,744**	**$61,873**
TASK 2 - Basis of Design				
2.1 Utility Investigations (Survey, Geotech, Utility Research)		$412	$168,118	$186,776
2.2 BOD Workshops		$412	$412	$47,472
2.3 Simulate Updated Flows and Loading (information gathered from HydroScience Report)		$0	$0	$63,012
2.4 Cost Evaluations		$0	$0	$45,400
2.5 BODR		$0	$0	$164,102
	Task 2 Total Hours			
	Task 2 Total Budget	**$1,282**	**$168,988**	**$507,220**
TASK 3 - As-Directed Services				
3.1 As-Directed Services		$66	$66	$59,906
	Task 3 Total Hours			
	Task 3 Total Budget	**$66**	**$66**	**$59,906**
	Tasks 1-3 Total Hours			
	Tasks 1-3 Total Budget	**$3,092**	**$170,799**	**$629,000**

Exhibit C-2
Project Management Scope and Budget

- Coordinate all activities with County of Alameda staff as needed
- Prepare agreement with consultant to prepare BOD Report
- Seek City Council approval of consultant agreement
- Coordinate with consultant as needed
- Review consultant's deliverables
- Review and approve consultant's invoice for payment
- Coordinate with City of Livermore Finance Division to receive funding from County and to pay consultant's invoices
- Coordinate with various City of Livermore staff as needed
- Prepare quarterly progress updates
- Prepare final invoice and project accounting
- Prepare and issue RFP for design
- Review proposals and rank design consultants

Project Management Budget - $71,000

Ashley Zieba

From: Staci Kane
Sent: Monday, October 27, 2025 10:27 AM
To: City Clerk
Subject: Subdivision SUB20-004 and Planned Development PD25-001

Categories: Ashley, Debbie, Public Comment

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Livermore City Council,

I'm writing to express my sincere concern over the grave safety issues that will result by placing the proposed development in this location with another entrance between the north Carrigan Common entrance and the intersection of East Ave and Dolores. The traffic that will result from vehicles going in and out of this development will add to an already busy, congested area with an adjacent bus stop, pedestrian walkway, a major thoroughfare with the police department traffic, 2-way bus traffic, and multiple apartment building traffic—and this will be compounded with traffic from the large planned housing development in the old Nob Hill plaza with an entrance on Dolores.
An initial review of this development determined that another entrance on Dolores between East Ave and Carrigan Common was not feasible due to public safety concerns. Now there will be increased traffic from the new Pacific Ave and Dolores development (with entrance on Dolores) and the large development for senior housing on the other end of Pacific that connects with Dolores. Our small area cannot safely sustain all this development with the current plan. There will be multiple accidents waiting to happen and special risk to student pedestrians heading to and from Livermore High and East Ave Middle School and pedestrians coming and going to multiple bus stops. This area has already been a major focus for car, bike, and pedestrian safety due to congestion on East Ave and side streets like Dolores. Now the road and crosswalk usage will increase substantially.

I'm not sure what changed to suddenly make another entrance in this very short section between East Ave and Carrigan Common deemed safe. I heard that a donation from the developer was recently received. As Council Members I'm sure you do not want people to think that movement toward this development is linked in any way.
Another concern is the lack of communication with the affected community as no notice was given to neighbors in close proximity about the planning meeting or the meeting today. I did not receive a notice for either meeting as is the case for all but one of my neighbors. This gives the appearance of this development being rushed through the process without adequate review.
Unfortunately I am out of the state on travel or I would have been at the meeting and had I known earlier I would have changed my travel plans to attend tonight. I know other neighbors who had to quickly change plans to attend. I'm wondering if you as Council Members would like to be exposed to these dangerous conditions. There will be multiple costly accidents waiting to happen if you approve the current plan with access between East Ave and Carrigan Common. Please consider if you think this is safe and you would want your family members walking down the sidewalk here. Or driving through this currently busy traffic area that will soon be even busier. Please at least take time to consider the risks carefully. I hope there will be more time so all those impacted can contribute to the discussion as the majority are still unaware.

Respectfully,
Staci Kane



1

City Manager's Contract Amendment

- City Council conducted a performance evaluation on October 13th
- The Evaluation Subcommittee recommends the following adjustment:
  - ❖ $327.85 per pay period increased deferred compensation contribution
    - ✓ Recognizes lower City costs associated with City Manager's PEPRA status
- City Manager's existing contract also provides for cost of living adjustment granted to Livermore Management employees (6%)

CITY OF LIVERMORE

2

City Manager's Contract Amendment

Staff recommends City Council:

1. Adopt resolution approving amendment to the City Manager contract effective November 17, 2025
2. For item 6.6 - adopt a resolution amending the City's Salary Plan to reflect salary increases for the City Manager and the executive team (excluding the Police Chief) effective November 17, 2025, and minimum wage increases effective December 29, 2025

CITY OF LIVERMORE CALIFORNIA

3

Questions?

CITY OF LIVERMORE CALIFORNIA

4

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
Mayor Marchand	10/14/2025	City of Livermore	Ribbon-cutting	Welcomed Kings Classical Academy School to their new campus.
Mayor Marchand	10/15/2025	Pleasanton Chamber of Commerce	Tri-Valley Mayors Summit	The Tri-Valley mayors talked about issues of local and regional interest.
Mayor Marchand	10/15/2025	City of Livermore - DayBreak Labs	Reception and symposium	Heard a presentation on the state of the life sciences and related technology in the Tri-Valley.
Mayor Marchand	10/16/2025	City of Livermore	TV30 Mayor's Report	Provided an update on City activities.
Mayor Marchand	10/16/2025	Livermore Valley Wine Community	Taste Our Terroir culinary event	Wine and food pairing highlighting the Livermore Valley's finest.
Mayor Marchand	10/17/2025	City of Livermore	Celebration of Life	Celebration of Life for City Historian Alan Frank.
Mayor Marchand	10/18/2025	Livermore Rotary	First Annual Downtown BBQ	Attended and spoke at the event.
Mayor Marchand	10/18/2025	City of Livermore	Ribbon-cutting	Welcomed the Livermore Fine Arts Studios
Mayor Marchand	10/20/2025	City of Livermore	Meeting	Met with Chinese Consul General Zhang Jianmin
Mayor Marchand	10/21/2025	Chamber of Commerce	Leadership Livermore kick-off	Welcomed the participants
Mayor Marchand	10/21/2025	St. Michael School	Water Science demonstrations	Participated in a water science program.
Mayor Marchand	10/22/2025	Chamber of Commerce	Board meeting	Provided update on City activities, approved financials.
Mayor Marchand	10/22/2025	City of Livermore DayBreak Labs	Board meeting	Hear a review of past events and activities. Approved financials
Mayor Marchand	10/23/2025	United States Conference of Mayors Water Council	Fall meeting and program	Presented a talk on asset management and chaired the two-day program.
Mayor Marchand	10/24/2025	U.S. Conference of Mayors Water Council	Meeting and technical program	Chaired and moderated the two-day program.

Mayor Marchand	10/25/2025	Misty Circle Hindu Community	Diwali Celebration	Dance and music program celebrating Diwali. Spoke at the event.
Mayor Marchand	10/27/2025	San Joaquin Regional Rail Commission	Retirement	Farewell to Stacey Mortensen after more than 30 years of service.

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon cutting)
Vice Mayor Branning	10/15/2025	Pleasanton Chamber of Commerce	Tri-Valley Mayor's Summit
Vice Mayor Branning	10/15/2025	Livermore Chamber of Commerce	Monthly Business Mixer
Vice Mayor Branning	10/21/2025	Livermore Downtown Inc	Board meeting
Vice Mayor Branning	10/23/2025	Livermore Chamber of Commerce	Wine country luncheon on agritourism
Vice Mayor Branning	10/25/2025	Livermore Amador Valley Transit Authority	Roadeo
Vice Mayor Branning	10/27/2025	Livermore Amador Valley Transit Authority	Projects and services committee 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 Barrientos	10/14/2025	City	Environmental Climate Rd Table	Met with several nonprofit groups and discussed ways we can improve our efforts and education on climate matters
Council Member Barrientos	10/15/2025	City	Tri Valley Mayors Summit	Summary of the City's development and projects
Council Member Barrientos	10/15/2025	City	Tri Valley Life Science Summit	Discussion of what companies in the area are developing and discovering in the sciences
Council Member Barrientos	10/16/2025	City	Minus Tobacco Group	Discussion on how to get the message of anti tobacco to the youth
Council Member Barrientos	10/17/2025	City	Ava Sub committee on marketing	Discussion on how to get the Ava message out to the public
Council Member Barrientos	10/18/2025	Personal	Attended the No Kings rallies in Livermore and Pleasanton	Joined hundreds in the protest
Council Member Barrientos	10/18/2025	City	Ava board meeting	Extended cap and investment for 20 years update on state legislation

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	10/14/2025	Tri-Valley Nonprofit Alliance	Environment & Climate Roundtable	Gathering of various groups working on environment and climate issues to share ongoing work in areas of mutual interest
Council Member Wang	10/15/2025	Pleasanton Chamber of Commerce	Tri-Valley Mayors' Summit	Assemblymember Rebecca Bauer-Kahan moderated a panel of the five Tri-Valley mayors to discuss what's going on in their cities
Council Member Wang	10/15/2025	Livermore Valley Chamber of Commerce	Monthly mixer	Hosted by Legacy Real Estate
Council Member Wang	10/18/2025	Livermore Pride	Annual Pridefest	Food, vendors, and performances at Bankhead Plaza
Council Member Wang	10/18/2025	Rotary Club of the Livermore Valley	Community BBQ	Food, vendors, community organizations, and children's activities
Council Member Wang	10/22/2025	Livermore Police Dept., City of Livermore	Trunk or Treat	Very well attended event with activities and candy for kids; food provided by Livermore Pleasanton Fire Dept.
Council Member Wang	10/23/2025	Livermore Valley Chamber of Commerce	Wine Country Luncheon	Panel discussion of agro-tourism
Council Member Wang	10/23/2025	Tri-Valley Haven	Evening of Appreciation	TVH Board of Directors event to thank supporters
Council Member Wang	10/24/2025	Granada High School and Livermore High School Green Team	Youth Climate Rally	Local participation in national rally to support Make Polluters Pay bill
Council Member Wang	10/25/2025	Livermore Amador Valley Transit Authority (LAVTA)	"Roadeo"	Bus driver and Board of Directors bus driving competition
Council Member Wang	10/27/2025	State Senator Aisha Wahab	Press conference	State audit of Alameda County foster care system

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.2**

DATE: October 27, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. Items 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

An update from the Alameda County Mosquito Abatement District

Protecting public health by controlling mosquitoes in Alameda County since 1930

Presented by:
Ryan Clausnitzer, MPA; General Manager

Livermore City Council

October 27th, 2025

1

Overview

- About Alameda County MAD
- Mosquito control responses to diseases, such as:
  - Dengue
  - Malaria
  - West Nile virus



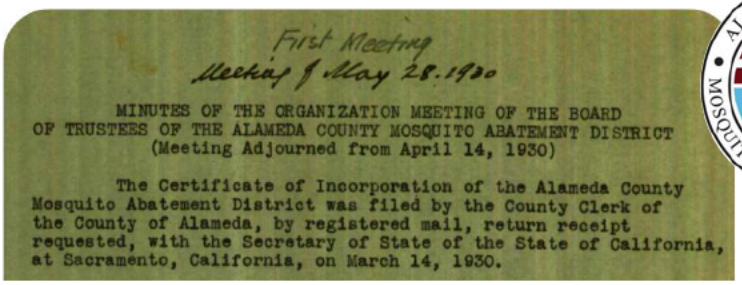
2

1915 Mosquito Abatement Act of California

California Health and Safety Code

Authorized government agencies to "Take any and all necessary or proper actions to prevent the occurrence of vectors and vectorborne diseases."

- Gave power to tax, form boards, and abate (access & impose fines for mosquito control)



First Meeting
Meeting of May 28.1930

MINUTES OF THE ORGANIZATION MEETING OF THE BOARD
OF TRUSTEES OF THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
(Meeting Adjourned from April 14, 1930)

The Certificate of Incorporation of the Alameda County Mosquito Abatement District was filed by the County Clerk of the County of Alameda, by registered mail, return receipt requested, with the Secretary of State of the State of California, at Sacramento, California, on March 14, 1930.

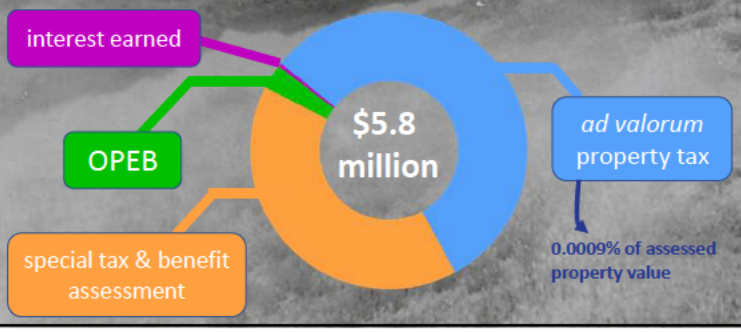
3

Fixed Charges and/or Special Assessments

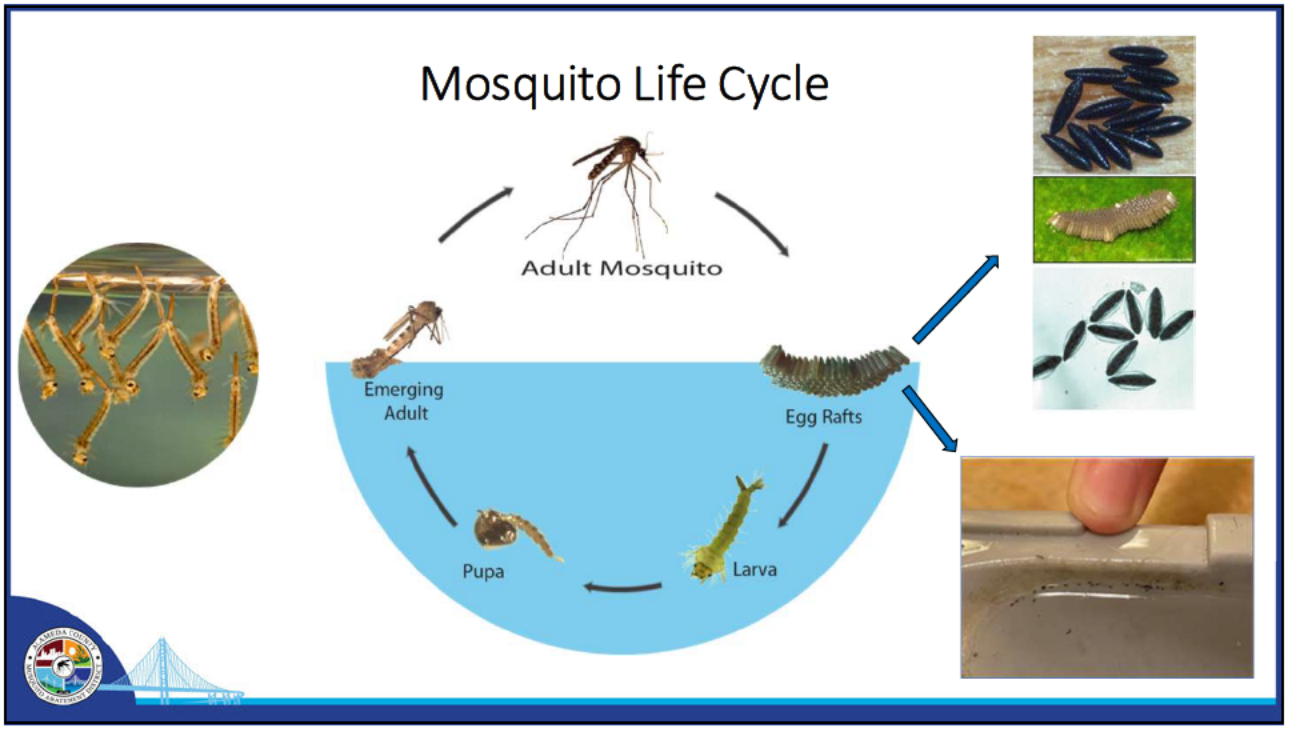
Description	Phone	Amount
CSA ST LIGHTING	510-670-5212	21.80
CV SAN SEWER SVC	510-537-0757	439.00
MOSQ MSR K 1982	800-273-5167	1.74
CSA PARAMEDIC	925-867-3400	35.00
VEC CNTRL MSR A 84	800-273-5167	5.92
PARAMEDIC SUPPLMNT	925-867-3400	18.54
ALA CO CLEAN WATER	510-670-5212	7.10
HAYWARD USD MAINT	800-273-5167	28.00
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 2	510-670-5212	26.66
HAZ WASTE PROGRAM	800-273-5167	6.64
VECTOR CNTRL ASMT	800-273-5167	5.08
MOSQUITO ASMT 2008	800-273-5167	2.50
AC TRANSIT MEAS VV	800-273-5167	96.00
* HUSD MSR A 2017	844-332-0549	88.00
* EAST BAY TRAIL LLD	888-512-0316	5.44
HARD - PARK MAINT	510-881-6727	28.54

Funding mosquito control





4



5

What do mosquitoes need to reproduce?

1. A blood meal from animals or humans to produce eggs
2. Standing water to lay eggs (can be as small as a bottle cap of water!)
3. 5 days to 2 weeks to hatch and develop

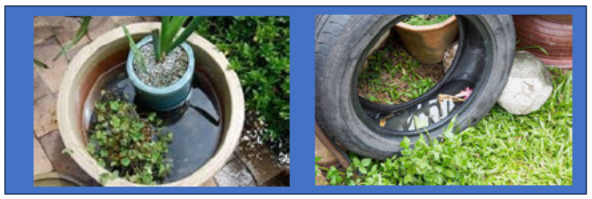


6

Where do mosquitoes come from in Alameda County?









23 mosquito species in Alameda County

7

Mosquito-borne pathogens of concern for CA



Arboviruses

- Dengue virus (DENV)
- Chikungunya virus (CHIKV)
- Zika virus (ZIKV)
- West Nile virus (WNV)

Protozoan

- Malaria (*Plasmodium* spp.)

8

Primary dengue vectors in California



Aedes aegypti
(yellow fever mosquito)

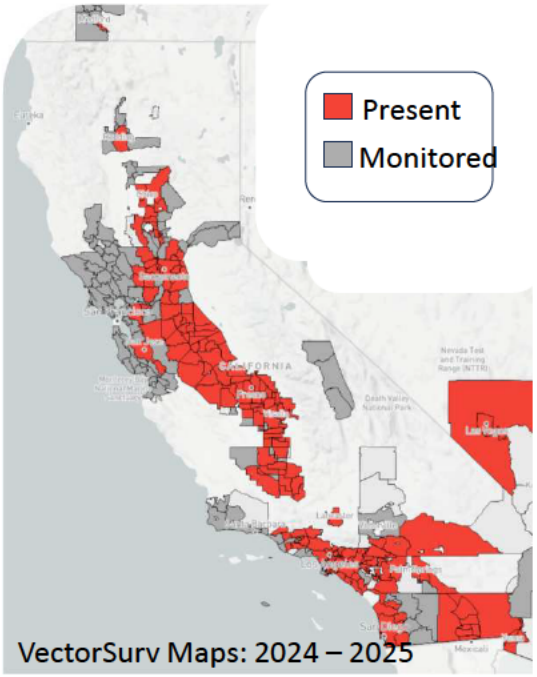


Aedes albopictus
(tiger mosquito)

9

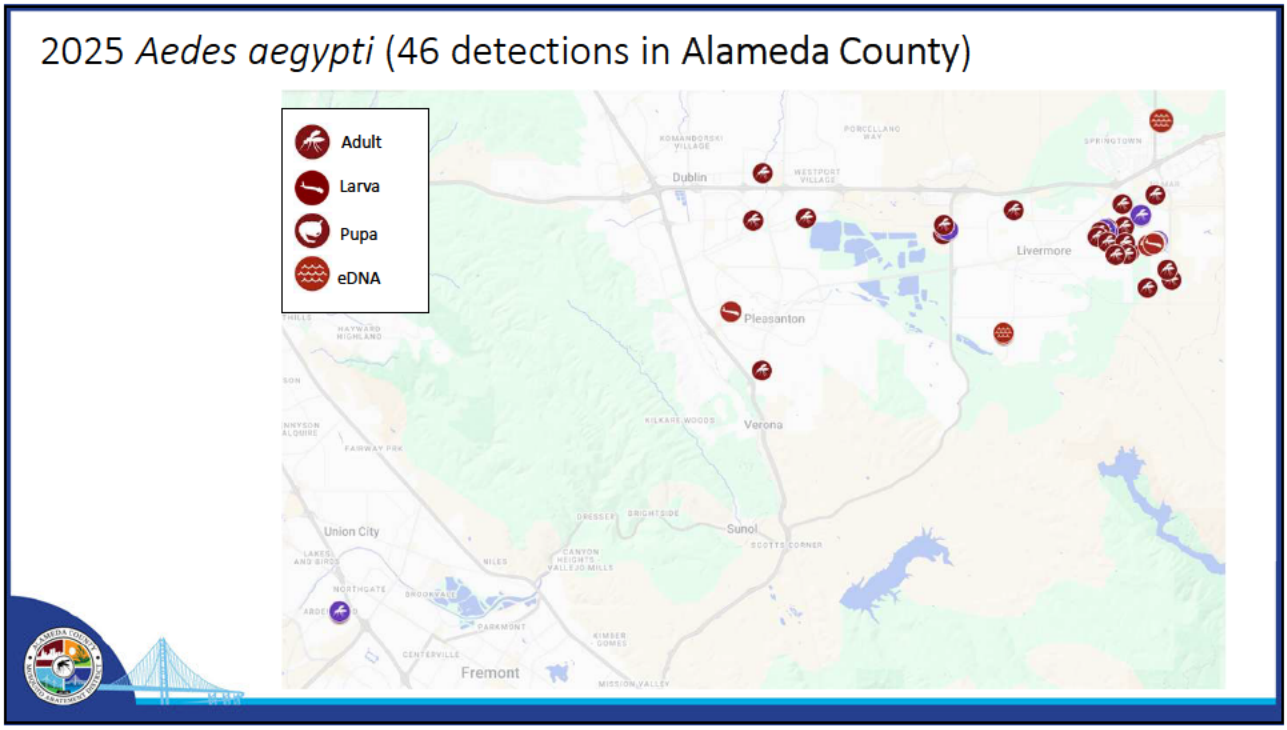
Aedes aegypti is found throughout California





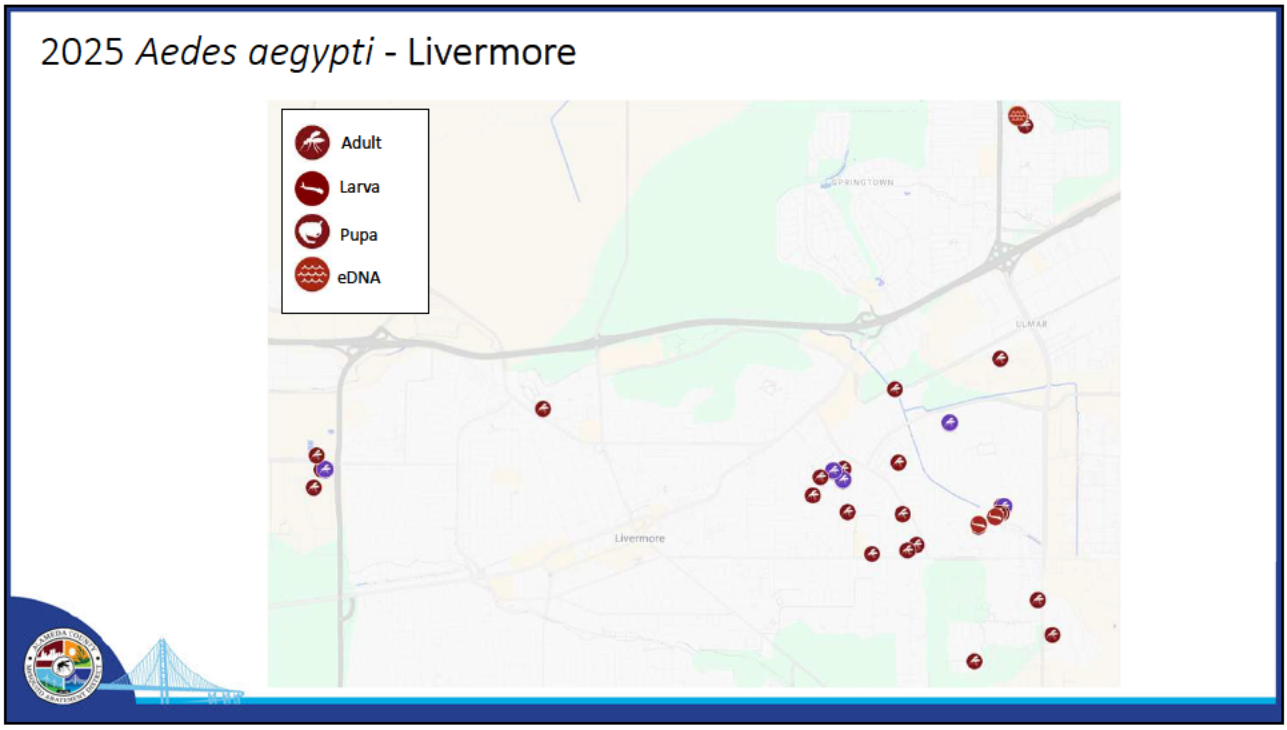
10

2025 *Aedes aegypti* (46 detections in Alameda County)



11

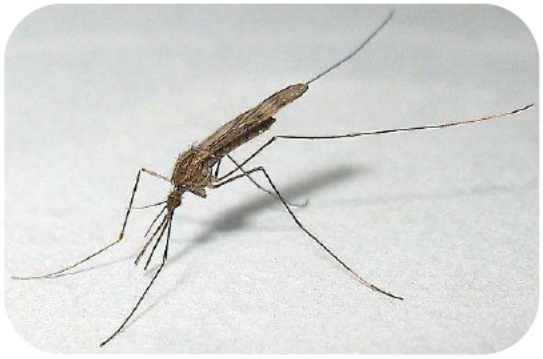
2025 *Aedes aegypti* - Livermore



12

Anopheles freeborni can spread malaria

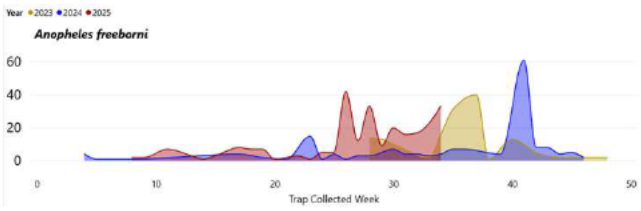
- Present in California
- Found in stagnant water, often in algal masses near creeks

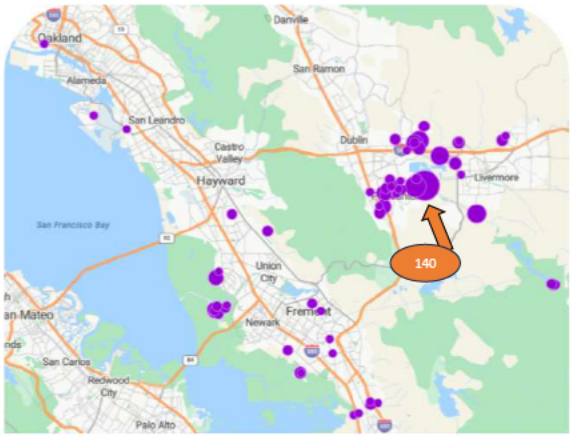


13

Anopheles freeborni in Alameda County

Found infrequently, usually in the East County





Anopheles freeborni: 2023-2025

14

Main West Nile virus vectors in California



Culex pipiens:
common house mosquito





Culex tarsalis:
western encephalitis mosquito

Culex erythrothorax:
tule mosquito

15

Culex spp. found in various sources



Catch basin



Unmaintained swimming pool



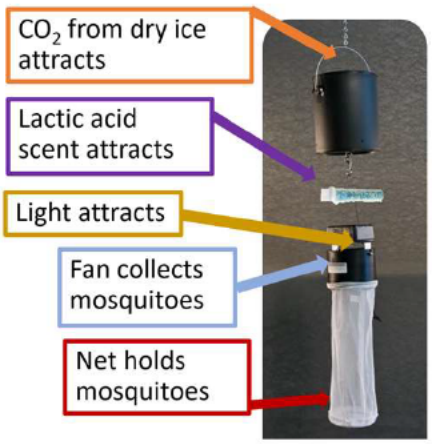
Water treatment plant



Tule marsh

16

Trap, identify, and test mosquitoes







17

Larval & adult mosquito control methods













18

Sterile insect mosquito control options

irradiated



bacteria-infected



genetically engineered



19

ACMAD encourages residents to:



1. Drain, flip, toss any containers that can hold water.
2. Contact us for mosquitofish, biting mosquitoes, standing water
3. Keep swimming pools treated and maintained.
4. Cover rain barrels.
5. Keep an eye out for:
    1. Mosquito larvae and pupae
    2. Mosquito bites
    3. Dead birds

20

Ryan@mosquitoes.org
General Manager

Joseph@mosquitoes.org
Operations Supervisor

Eric@mosquitoes.org
Laboratory Director

Erika@mosquitoes.org
Regulatory & Public Affairs Director



510.783.7744 • mosquitoes.org

21

Livermore Valley
CHAMBER of COMMERCE

City of Livermore

October 27, 2025

1052 S. Livermore Ave.

Livermore, CA 94550

RE: Temporary Sign Ordinance, Livermore Development Code 4.06.140

Dear City Council Members & Staff,

I would like to request the City Council to reevaluate the temporary sign policy that was adopted in July 2023 by the City Council. As a business organization, we have heard from many small business owners in our community and we would like to request a review of the current policy for temporary signs in the City of Livermore. We believe that there have been unintended consequences regarding the change in this policy made in July 2023.

The ordinance disallows signs on public property or rights of way and requires temporary signs to be displayed only on private property for limited periods. This change has affected our community negatively and has unfairly targeted small businesses who are located in strip malls, industrial parks and out of the way retail locations. The ability of downtown district businesses to use temporary signs on public property and public rights of way is great for those downtown businesses, but what about the other business owners that do not have the advantage of being located in that area? Many new business owners need those signs to get attention and recognition of their businesses which may not be obvious to the general public unless a sign is placed in the public rights of way.

In an effort to be fair, and to represent businesses properly, I would encourage you to create a review committee to discuss the changes that make sense for all of our business owners in Livermore. I for one, would be willing to be part of a discussion on the possibilities of change to the current ordinance to allow more for our business owners and residents.

I have seen young entrepreneurs working diligently to raise money on street corners and development entrances without the signage that could accelerate their efforts, such as lemonade stands, honey sales and fundraisers for youth activities. It's hard to make this work when no one knows why you are there or what you are selling. The same goes for small business owners who rent retail space, have signs on their building fronts but cannot

be seen from the street. Many of these businesses are new to town and could jump start their business with some sandwich signs placed in the public rights of way.

I know that Livermore does want new businesses to be successful, but the current ordinance is not helping them. We understand the thinking behind the ordinance, the public safety concern and the sign abuse concerns. We also know that there can be some modifications made that would help out our small businesses and not intrude on public safety or undesirable advertising.

Our request is for further discussion and possible improvement of our current ordinance.

Thank you for your consideration,

Sherri Souza

CEO/President

Livermore Valley Chamber of Commerce

925-447-1606

October 27,2025
Re: Item 3.3 Yearly Airport Commission Report (open forum)

Dear Livermore City Council Members:

Thank you for the yearly Airport Commission update.
In the future, instead of discussing noise issues, the Airport Commission will review summarized data and the public will need to check the city's website for the details. This is a concerning procedure since reducing the opportunities for the public to address ongoing and increasing airport noise does not resolve the problem. This only makes finding solutions more difficult. This not the transparency that residents want from city commissions. Noise from jet aircraft continues to be a major concern. The noise and the public concern is not diminishing; saying airports will always have noise is not a solution.
If voluntary noise abatement methods have not worked, the city needs to consider other ways to reduce the jet aircraft noise that disturbs residents' quality of life.

The city's consultant, Geosyntec, conducted testing this summer at LVK for possible PFAS contamination. Their report to the Regional Water Quality Control Board (RWB) confirms that elevated PFAS levels are present at LVK in the soil and shallow groundwater. (Geosyntec October 13th, 2025) The report offers several recommendations.

I respectfully ask that Mr. Stuth and/or the City Manager update the public with information on the following questions---

1) Has the Airport Commission received a copy of this report ?
2) Will you direct the Airport Commission to present this information to the public at the Airport Commission's next meeting?
3) How will elevated PFAS findings affect hangar development plans in the south hangar area, specifically South Hangar S-1?
4) Will you agendize this report at a city council meeting in the near future since the report demonstrates elevated levels of PFAS contamination at LVK? (Geosyntec report October 13th, 2025)
5) Are any steps being taken by the current Fixed Base Operator, Mr.Sandhu, to sell GAMI 100 unleaded aviation fuel for piston engine aircraft at LVK ? GAMI 100 UL is FAA approved, certified and is available for sale at several Bay Area airports.

In closing, increasing transparency with the public about elevated PFAS at LVK, and following Geosyntec report recommendations will improve public relations with residents and make a safer airport for all Tri-Valley residents.

Thank you,
Donna Cabanne
Donna Cabanne
Livermore resident, member of the Center for Biological Diversity, member of Sierra Club, member of UnleadLVK

Item	Name	Comment
6.4) Resolutions authorizing execution of a cooperation agreement with Alameda County to reimburse the City with County funding in an amount not-to-exceed $700,000 for project management and engineering services for the South Livermore Valley Sewer Extension Project WW202313; and authorizing, subject to Alameda County approving the cooperation agreement, a supplemental appropriation of $700,000 in Alameda County funding to the CIP Wastewater Fund 621 in the FY 2025-26 budget and execution of an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $629,000 and a term ending December 31, 2026, to provide engineering analysis and prepare a basis of design report for the South Livermore Valley Sewer Extension Project WW202313.	Lori Souza	I'm Lori Souza a former Tri-Valley Conservancy Board Chair. I want to thank the city and county staff who have been working cooperatively on this critical project. The resolutions before you tonight are needed to construct an extension of sanitary sewer lines to serve both commercial and residential users in the South Livermore Valley Agricultural Preserve. This critical infrastructure development is necessary to address groundwater quality issues and to support a flourishing agricultural tourism economy. A significant majority of Livermore voters supported this initiative in November 2022. The Livermore Wine Country, a vital part of our local economy and quality of life, is experiencing a concerning decline. Without the extension of these essential sewer services, the growth potential of the wine industry and agritourism sectors will face further setbacks. I respectfully urge you to accept the staff recommendations to approve these two resolutions before you this evening.

Ashley Zieba

From: Rebecca Spector <rspector@trivalleyconservancy.org>
Sent: Monday, October 27, 2025 4:01 PM
To: City Clerk
Subject: ecomment system not working

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello I am trying to submit comments via the comment online portal but the system verification system is not working. Here are my comments for tonight:

SUPPORT – ITEM 6.4
6.4) Resolutions authorizing execution of a cooperation agreement with Alameda County to reimburse the City with County funding in an amount not-to-exceed $700,000 for project management and engineering services for the South Livermore Valley Sewer Extension Project WW202313; and authorizing, subject to Alameda County approving the cooperation agreement, a supplemental appropriation of $700,000 in Alameda County funding to the CIP Wastewater Fund 621 in the FY 2025-26 budget and execution of an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $629,000 and a term ending December 31, 2026, to provide engineering analysis and prepare a basis of design report for the South Livermore Valley Sewer Extension Project WW202313.

Tri-Valley Conservancy strongly support the initiation of the sewer project. This project will enable wineries and other businesses to connect to the much needed sewer. This is critical to maintaining the economic viability of the South Livermore Valley wine country. We appreciate the city continuing to move forward on this important project.

Rebecca Spector, Executive Director
Tri-Valley Conservancy

Rebecca Spector
Executive Director
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https://TriValleyConservancy.org

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 Dunbar	10/18/2025	Livermore Pride	2025 Pridefest	
Council Member Dunbar	10/18/2025	Livermore Rotary	BBQ at Carnegie Park	
Council Member Dunbar	10/20/2025	Tri Valley Water Liaison Committee	Committee meeting	Chaired the committee with presentations from CalWater and Zone7. Calwater presented about their role in firefighting as one element of multiple elements, and their investment strategy to improve availability during events. Zone7 presented on their Pleasanton area well projects, including cost benefit analysis, PFAS mitigation analysis, and alternatives selection.
Council Member Dunbar	10/20/2025	City of Livermore City Attorney's Office	New City Attorney Welcome	
Council Member Dunbar	10/22/2025	City of Livermore	Trunk or Treat	Roamed Trunk or Treat as Jafar, gave away candy
Council Member Dunbar	10/23/2025	Alameda County Transportation Commission	Commission Meeting	Approved funding applications for multiple items. Items of note for Livermore included Arroyo Road Trail and Olivina Avenue bike facility projects. Additionally, a countywide freeway onramp/offramp safety study was approved - I recommended staff use the CalTrans District 4 Bike/Ped Plans as starting points to reduce the work required.
Council Member Dunbar	10/25/2025	Livermore Amador Valley Transit Authoriy	2025 Bus Roadeo	Served as a judge for the main event, counting number of obstacle tennis balls ran over.