LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, NOVEMBER 24, 2025

REGULAR MEETING – 7:00 PM

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

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

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. CLOSED SESSION - 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 Beautification Committee annual update presented by Chair Tom Bradley.

Recommendation:
Staff recommends City Council accept the Beautification Committee annual update.

Staff Report

3.2 Presentation of the 2025 Beautification Awards.

Recommendation:
Staff recommends City Council accept the Beautification Committee Awards presentation.

Staff Report

3.3 Livermore Valley Wine Heritage District annual update presented by Brandi Lombardi, Executive Director, Livermore Valley Winegrowers Association

Recommendation:
Staff recommends City Council accept the Livermore Valley Wine Heritage District annual 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 - November 10, 2025 Regular Meeting.

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

Staff Report
Attachments:
1. DRAFT 2025-11-10

6.2 Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Springtown Water Service Replacements Project WT202314.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Springtown Water Service Replacements Project WT202314.

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

6.3 Resolutions authorizing the execution of a first amendment to the agreements with Independent Code Consultants, Inc. and 4LEAF, Inc. for on-call plan review, inspection, and permit technician services. The amendments increase the not-to-exceed amount for Independent Code Consultants, Inc. from $460,000 to $1,360,000, and for 4LEAF, Inc. from $460,000 to $960,000, while maintaining the existing five-year term, which remains unchanged and will terminate on June 30, 2029.

Recommendation:
Staff recommends the City Council adopt resolutions authorizing the City Manager or her designee to execute a first amendment to the agreements with Independent Code Consultants, Inc. and 4LEAF, Inc. to provide on-call plan check, site inspections, permit technician services, and Certified Access Specialist (CASp) consultation. The amendments

increase the not-to-exceed amount for Independent Code Consultants, Inc. from $460,000 to $1,360,000, and for 4LEAF, Inc. from $460,000 to $960,000, while maintaining the existing five-year term, which remains unchanged and will terminate on June 30, 2029.

Staff Report
Attachments:
1. Resolution - 4LEAF Inc.
2. Exhibit A - First Amendment 4LEAF Inc.
3. Resolution - Independent Code Consultants Inc.
4. Exhibit A - First Amendment Independent Code Consultants Inc.

6.4 Resolution determining that APN 905-0009-013-03, the location of the Casino 580 Parking Lot Expansion project south of North Canyons Parkway and west of Airway Boulevard, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

Recommendation:
Staff recommends the City Council adopt a resolution determining that APN 905-0009-013-03, located south of North Canyons Parkway and west of Airway Boulevard, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.

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

6.5 Resolution establishing the Annual Affordable For-Sale Prices, Rental Rates, and Maximum Income Limits for the City's Affordable Housing Programs.

Recommendation:
Staff recommends that the City Council adopt a resolution:
1. Establishing new maximum income limits for extremely low-, very low-, low-, median-, and moderate-income households, which shall apply to the City’s first-time homebuyer and affordable rental programs; and
2. Establishing maximum for-sale housing prices for the Affordable Homeownership Program and establishing annual rent limits for City-restricted affordable units effective immediately upon adoption by City Council.

Staff Report
Attachments:
1. 2025 Affordable For-Sale Prices and Rental Rates
2. Resolution
3. Exhibit A - 2026 Affordable For-Sale Prices and Rental Rates

6.6 Resolution awarding and authorizing the execution of an agreement with Vizcay Landscapes LLC d/b/a Landscape Care Co. to reduce and replace non-functional turf in an amount not-to-

exceed $320,000 for a one-year term ending November 30, 2026.

Recommendation:
Staff recommends the City Council adopt a resolution awarding and authorizing execution of an agreement with Vizcay Landscapes LLC d/b/a Landscape Care Co. (Landscape Care Co.) to reduce and replace non-functional turf in an amount not-to-exceed $320,000 for a one-year term ending November 30, 2026.

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

6.7 Resolution authorizing execution of a purchase order with 72 Hour LLC dba National Auto Fleet Group for one replacement Ford Super Duty F550 Truck with Scelzi Crane Body in an amount not-to-exceed $262,663.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing execution of a purchase order with 72 Hour LLC dba National Auto Fleet Group in Watsonville, California for the purchase of one replacement Ford Super Duty F550 truck with Scelzi Crane Body under Sourcewell contract #091521-NAF for a not-to-exceed amount of $262,663.

Staff Report
Attachments:
1. National Auto Fleet Group Sourcewell Contract
2. National Fleet Auto Group Quote
3. Resolution

6.8 Resolution accepting the Livermore Downtown Inc Annual Report for Fiscal Year 2024-25 and authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of $90,000 for Fiscal Year 2025-2026.

Recommendation:
Staff recommends the City Council adopt a resolution accepting the Livermore Downtown Inc. Annual Report for Fiscal Year 2024-25 and authorizing the City Manager to execute a grant agreement with Livermore Downtown Inc. for grant activities from July 1, 2025, to June 30, 2026, in the amount of $90,000.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Annual Report 2024-2025
3. Exhibit B - Grant Agreement with Livermore Downtown Inc.

6.9 Resolution accepting the Livermore Valley Wine Heritage District 2024-2025 Annual Report.

Recommendation:

Staff recommends the City Council adopt a resolution accepting the Livermore Valley Wine Heritage District 2024-2025 Annual Report.

Staff Report
Attachments:
1. Livermore Valley Wine Heritage District Letter
2. Resolution
3. Exhibit A - Livermore Valley Wine Heritage District 2024-2025 Annual Report

7. PUBLIC HEARINGS

7.1 **THIS ITEM WAS CONTINUED FROM THE OCTOBER 27, 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. Location Map
2. Planning Commission Staff Report
3. Planning Commission Minutes
4. Development Plans
5. Colors and Materials Board
6. Transportation Assessment
7. Public Comments
8. Offer of Dedication
9. Resolution - CEQA
10. Exhibit A - Planning Commission CEQA Resolution
11. Resolution - Project
12. Exhibit A - Planning Commission Project Resolution
13. Exhibit B - Conditions of Approval
14. Ordinance
15. Exhibit A - Planning Commission PD Resolution
16. Exhibit B - Planned Development (PD) 25-001

8. MATTERS FOR CONSIDERATION - NONE

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, December 8, 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: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Beautification Committee annual update presented by Chair Tom Bradley.

RECOMMENDED ACTION

Staff recommends City Council accept the Beautification Committee annual update.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Marisa Gan
Management Analyst II

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: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Presentation of the 2025 Beautification Awards.

RECOMMENDED ACTION

Staff recommends City Council accept the Beautification Committee Awards presentation.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Marisa Gan
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Livermore Valley Wine Heritage District annual update presented by Brandi Lombardi, Executive Director, Livermore Valley Winegrowers Association

RECOMMENDED ACTION

Staff recommends City Council accept the Livermore Valley Wine Heritage District annual update.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Theresa de la Vega
Management Analyst II

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: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - November 10, 2025 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

DECISION TYPE

Administrative

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2025-11-10

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
NOVEMBER 10, 2025

CLOSED SESSION

CALL TO ORDER – The Closed Session of the City Council was called to order by Mayor John Marchand at 6:40 pm, held in person at 1016 S. Livermore Avenue.

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

Absent: Council Member Ben Barrientos, excused.

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

Mayor Marchand opened the public comment period.

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

1. ADJOURN TO CLOSED SESSION

1.1 Public Employee Performance Evaluation. City Attorney Goal Setting for 2024-25 Review, pursuant to Government Code section 54957.

REGULAR MEETING

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:02 pm, held in person at 1016 S. Livermore Avenue.

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

Absent: Council Member Ben Barrientos, excused.

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney Kim Cilley stated there was no reportable action.

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Livermore Human Services Commission Annual Update presented by Chair Elizabeth McWhorter.

Chair Elizabeth McWhorter gave a brief presentation.

3.2 Livermore Downtown Inc. annual update presented by Kara Klotchman, Executive Director.

Barbara Benotto, Board President, and Kara Klotchman, Executive Director, gave a brief presentation.

4. ADVISORY BODY APPOINTMENTS - NONE

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Donna Cabanne provided a comment.

Shirley Lewandowski provided a comment.

Maya Lange provided a comment.

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

6. CONSENT CALENDAR

Mayor Marchand stated that he would like a brief presentation provided for Item 6.2 prior to the Consent Calendar vote.

Jennifer Ackerman, Associate Planner, gave a brief presentation regarding Item 6.2.

Mayor Marchand opened the public comment period.

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

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

6.1 Approval of draft minutes - October 27, 2025 Regular Meeting

6.2 Resolution 2025-180 authorizing the City Manager to execute the Second Amendment to the Purchase and Sale Agreement with Mr. Michael Messinger to

amend the initial use of the property from a restaurant with bar to a restaurant with bar or event center at 2324 Second Street.

6.3 Resolution 2025-181 authorizing the display of the Prisoner of War/Missing in Action (POW-MIA) flag for the week of November 11-16, 2025.

7. PUBLIC HEARINGS – NONE

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.

Tri-Valley Nonprofit Alliance Vice Mayor Branning noted an upcoming food drive at Grocery Outlet on November 15, 2025.

City Council directed staff to review third spaces for youth and young adults; recommended the Youth Commission provide additional opportunities, particularly in the Springtown area; and have staff work with the Livermore Valley Joint Unified School District and Livermore Area Recreation and Parks District to identify opportunities.

9. ADJOURNMENT – at 7:46 pm to a Regular City Council Meeting on Monday, November 24, 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: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Springtown Water Service Replacements Project WT202314.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance, release of the security bonds, and authorizing the City Manager to sign the Notice of Completion for the Springtown Water Service Replacements Project WT202314.

DECISION TYPE

Administrative

SUMMARY

On February 24, 2025, City Council awarded the contract for construction of the Springtown Water Service Replacements Project to Devaney Engineering, Inc. The contract was substantially completed on September 29, 2025, and reached final completion on October 15, 2025. The contract can now be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

DISCUSSION

Polybutylene water service lines installed in portions of the Springtown neighborhood during the 1980's have exhibited a significantly higher failure rate compared to surrounding areas with similar conditions. To reduce water loss, minimize emergency repairs, and lower long-term costs, the 67 existing polybutylene service lines were replaced with more durable polyethylene lines. Following the completion of these replacements, all roadways in the neighborhood were slurry sealed and restriped to restore their appearance and condition post-construction. Additionally, the project scope was expanded to include pavement striping enhancements including bike lanes along Rhododendron Drive, in alignment with the Bicycle, Pedestrian, and Trails Active Transportation Plan.

The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer.

At the time of award, the contractor provided a faithful performance bond guaranteeing completion of the project, and that bond must now be released. Six months after the date of the resolution accepting the project, the labor and materials bond guaranteeing the improvements should be reduced to an amount equal to any claims filed and of which notice has been given. The balance of the bond will be released upon the settlement of all claims and obligations for which the security was given (there are no known claims at this time). The security for the guarantee and warranty of work shall remain in effect for one year from the date of the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract was $647,011. The contingency budget for change orders is 10% of that amount or $200,000, whichever is greater, per Municipal Code 2.68.590B. The final contract amount including three change orders was $631,025. The total value of change orders was negative ($15,986) which consisted primarily of credits for base bid items not used during construction. The Springtown Water Service Replacement Project PB202319 is funded with Water Replacement (Fund 642) and Measure BB-Local Street and Road (Fund 830) in the FY 2025-30 Capital Improvement Plan. The budget covers the cost for this construction contract, change orders, construction management, materials testing, inspection, and administration. No additional appropriations are required. This maintenance project will not result in any increase in operational or maintenance costs.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

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

Prepared by: Mike Davis
Senior Engineering Technician

Approved by:



Marianna A. Burch
City Manager

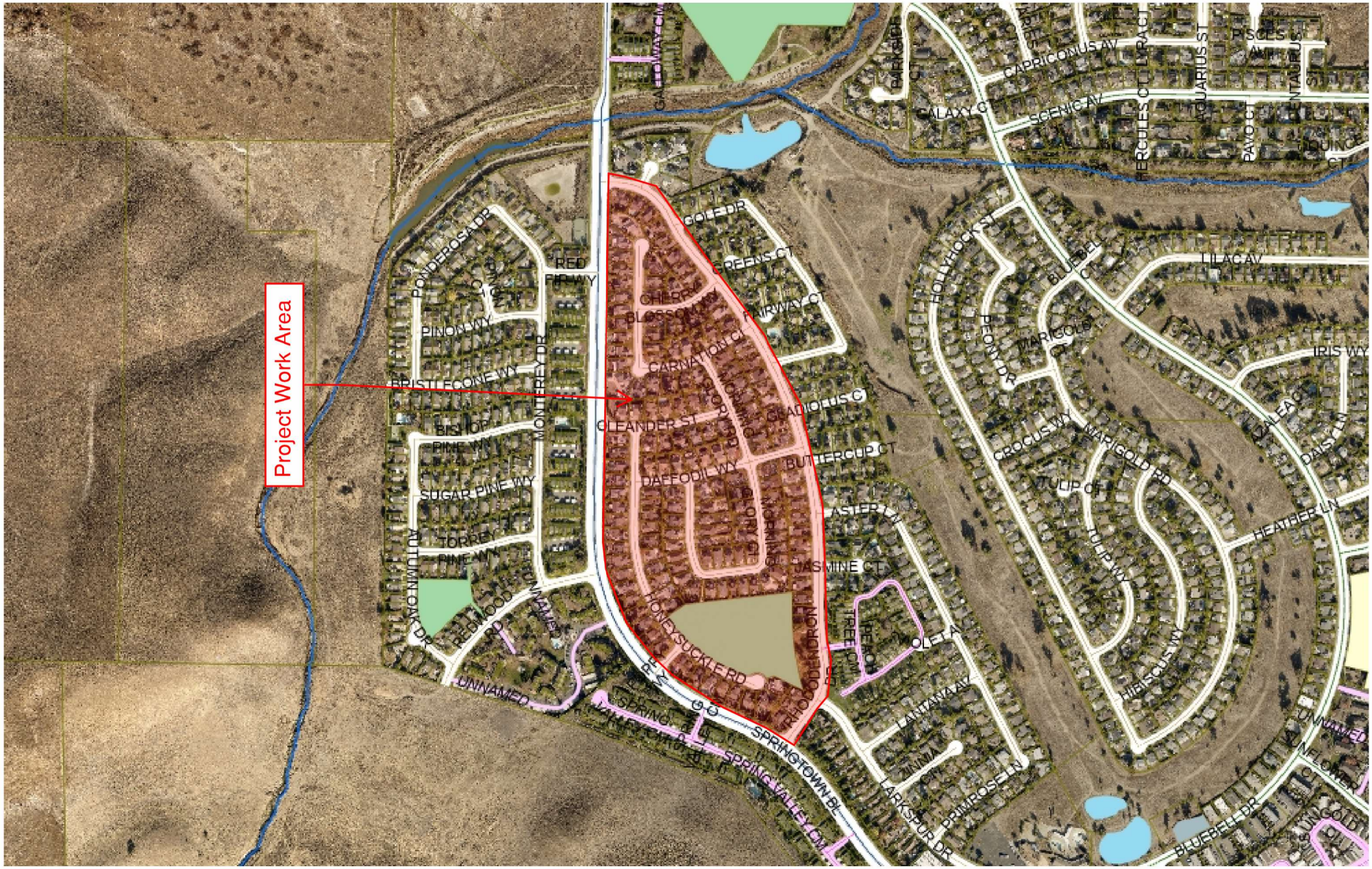
Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

Vicinity Map - Springtown Water Service Replacement Project



1,333.3 0 666.67 1,333.3 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
Livermore IT, GIS Services

1: 8,000

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 or omissions.

Notes

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

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

(SPRINGTOWN WATER SERVICE REPLACEMENTS PROJECT WT202314)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the Springtown Water Service Replacements Project ("Project"), has been completed to City standards. The Project is ready for acceptance by the City of Livermore for routine maintenance.

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

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

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

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

4. The City hereby accepts the improvements; and

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 24, 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 – Notice of Completion

NOTICE OF COMPLETION

City's Project No. 2023-14 Date: November 25, 2025

Project: Springtown Water Service Replacement

Contractor: Devaney Engineering, Inc.

Contract For Construction of: Springtown Water Service Replacement

Project or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project No. 2023-14

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: February 24, 2025

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on 9/29/25. The project reached Final Completion on 10/15/25 which is within the number of working days required per Section 5.2 of the contract. The City elects to accept the Project and will record the Notice of Completion.

ENGINEERING DIVISION
Engineer

By _____
Dennis Aberion, Const Insp Manager

The Contractor hereby accepts the above Notice of Completion

Devaney Engineering, Inc.
Contractor

By _____
Derek Devaney, Project Manager

The City accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on 11/25/25. The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee.

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

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

FOR THE CITY OF LIVERMORE

By _____
Marianna A. Burch, City Manager Date

LIVERMORE
CALIFORNIA

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

DATE: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolutions authorizing the execution of a first amendment to the agreements with Independent Code Consultants, Inc. and 4LEAF, Inc. for on-call plan review, inspection, and permit technician services. The amendments increase the not-to-exceed amount for Independent Code Consultants, Inc. from $460,000 to $1,360,000, and for 4LEAF, Inc. from $460,000 to $960,000, while maintaining the existing five-year term, which remains unchanged and will terminate on June 30, 2029.

RECOMMENDED ACTION

Staff recommends the City Council adopt resolutions authorizing the City Manager or her designee to execute a first amendment to the agreements with Independent Code Consultants, Inc. and 4LEAF, Inc. to provide on-call plan check, site inspections, permit technician services, and Certified Access Specialist (CASp) consultation. The amendments increase the not-to-exceed amount for Independent Code Consultants, Inc. from $460,000 to $1,360,000, and for 4LEAF, Inc. from $460,000 to $960,000, while maintaining the existing five-year term, which remains unchanged and will terminate on June 30, 2029.

DECISION TYPE

Administrative

SUMMARY

The Building Division relies on two consulting firms, Independent Code Consultants, Inc. and 4LEAF, Inc. to provide essential on-call services including plan review, permit technician support, inspections, Certified Access Specialist (CASp) consultation, and technical training. Due to a significant increase in development activity over the past two years, funds originally intended to support these contracts over a five-year period have been largely expended within 18 months.

While consultant expenditures have risen, associated project fees have fully offset costs, resulting in complete cost recovery. Development revenue for FY 2024-25 significantly exceeded projections, as development activity has not only remained steady but increased in the past several years. With sustained development anticipated, staff recommends approval of First Amendments to increase the not-

to-exceed amounts to $1,360,000 for Independent Code Consultants, Inc. and $960,000 for 4LEAF, Inc., with all other terms, including the June 30, 2029, termination date, remaining unchanged.

DISCUSSION

The Building Division utilizes two consulting firms, Independent Code Consultants, Inc. and 4LEAF, Inc. to provide essential professional services, including plan review, permit technician support, site inspections, Certified Access Specialist (CASp) consultation, technical guidance, and staff training, as needed. These services are critical to maintaining timely and thorough plan reviews, particularly during periods of high workload or limited staffing capacity.

Over the past two years, the City has experienced an unusually high volume of building activity. Both consulting firms have provided vital assistance across a broad range of projects, including new commercial developments, multifamily and single-family residential construction, photovoltaic (PV) installations, and electric vehicle (EV) charging infrastructure. Due to the rapid pace of development, the funds originally anticipated to support these services over a five-year period have been significantly utilized within approximately 18 months.

Although expenditures have increased within a shorter timeframe, the fees collected from these projects have fully offset consultant costs, resulting in complete cost recovery. Because these contracts are structured on an on-call basis, allocated funds are only utilized as services are rendered. Development revenue for FY 2024-25 was significantly more than anticipated due to a substantial increase in development activity.

Building activity is expected to remain strong, given the number of projects currently under Planning and Building review, as well as several recently approved residential and commercial developments such as Harridge within the Isabel Neighborhood Specific Plan and Garaventa. The growing demand for EV charging facilities and PV installations further contribute to the ongoing need for consultant support.

To ensure the Building Division can continue to deliver timely and effective service, staff recommends approval of First Amendments to the professional services agreements with Independent Code Consultants, Inc. and 4LEAF, Inc.

The proposed amendments increase the not-to-exceed amounts as follows:

- Independent Code Consultants, Inc. from $460,000 to $1,360,000
- 4LEAF, Inc. from $460,000 to $960,000

All other terms and conditions, including the June 30, 2029, termination date, remain unchanged.

These agreements authorize the Chief Building Official to assign work tasks under each contract, within the approved budget limits, to support ongoing development activity and maintain consistent service levels.

FISCAL AND ADMINISTRATIVE IMPACTS:

The total value of work under the two consulting agreements is estimated at $2,320,000 over the five-year term beginning July 1, 2024. Funding for services provided under these agreements is partially

included in the Building Division's FY 2024-25 operating budget for consultant services. The remaining funding will be incorporated into future fiscal year budgets as part of the standard budget development process.

COMMUNITY PILLAR:

1: A Safe Community That Thrives

GOAL:

6: Provide efficient and effective permit processing services

ATTACHMENTS

1. Resolution - 4LEAF Inc.
2. Exhibit A - First Amendment 4LEAF Inc.
3. Resolution - Independent Code Consultants Inc.
4. Exhibit A - First Amendment Independent Code Consultants Inc.

Prepared by: Franc Moufarrej
Chief Building Official

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH 4LEAF, INC. FOR ON-CALL CONSULTING SERVICES, AND INCREASE THE NOT-TO-EXCEED AMOUNT FROM $460,000 TO $960,000

On May 13, 2024, the City Council adopted Resolution No. 2024-062, authorizing the City Manager to execute an agreement with 4LEAF, Inc. ("Consultant") to provide on-call plan check, site inspection, and permit technician services in an amount not-to-exceed $460,000 for a five-year term. The City Manager executed the agreement on May 15, 2024, in accordance with that authorization.

The Building Division requires continued consultant support to provide plan review, permit technician services, site inspections, Certified Access Specialist (CASp) consultation, technical support, and staff training as needed. Consultant assistance is essential to ensure timely plan review, permit processing, and customer service during periods of high workload and limited staffing.

The City anticipates continued development activity, including projects within the Isabel Neighborhood Specific Plan area such as the Harridge and Cornerstone developments, as well as other projects such as Garaventa. To ensure adequate support for these upcoming projects and to maintain service levels, the proposed First Amendment to the agreement with 4LEAF, Inc. increases the not-to-exceed amount from $460,000 to $960,000. The agreement term remains unchanged and continues through June 30, 2029.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager, or her designee, to execute a first amendment to the professional services agreement with 4LEAF Inc, attached hereto as Exhibit A, for on-call plan check, permit tech, inspections, and CASp consultation services, and increase the not-to-exceed amount from $460,000 to $960,000. All other terms of the agreement remain unchanged for the duration of the agreement which runs through June 30, 2029.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly D. Cilley
Kimberly D. Cilley
City Attorney

Exhibit A – First Amendment to Agreement with 4LEAF Inc.

Docusign Envelope ID: 98F8F83E-0986-47D1-B6F5-B2267AFDE0D4

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2025, by and between the City of Livermore ("City"), a municipal corporation, and 4LEAF, Inc. ("Consultant"), a California corporation.

RECITALS

On May 15, 2024, City and Consultant entered into an agreement for Consultant to provide professional services to perform 'on-call' permit technician duties; inspections; CASp consultations; and review of plans and related documents for compliance with State of California building law as generally contained in the California Code of Regulations Title 24, Parts 2, 2.5, 3, 4, 5, 6, 8, 9, 11, 12; and provide customer consultation, including visiting job sites, conducting inspections, providing technical support, and training staff as requested ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to increase the not-to-exceed amount by $500,000 for a total not-to-exceed amount of $960,000. This is the first amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 5(a) of the Original Agreement is amended to read as follows:

      The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $960,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

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

Docusign Envelope ID: 98F8F83E-0986-47D1-B6F5-B2267AFDE0D4

Agreement as written and in effect at the time the Services were rendered.

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

Docusign Envelope ID: 98F8F83E-0986-47D1-B6F5-B2267AFDE0D4

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

CONSULTANT: **Dated:**

DocuSigned by:
813734D554DD4B5...
Kevin J. Dugan
President

10/30/2025 | 4:07 PM PDT

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094721F53540E...
Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

Signed by:
Amber Hatfield
12BC7F4D88224F6...
Risk Manager/Analyst

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INDEPENDENT CODE CONSULTANTS, INC. FOR ON-CALL CONSULTING SERVICES, AND INCREASE THE NOT-TO-EXCEED AMOUNT FROM $460,000 TO $1,360,000

On May 13, 2024, the City Council adopted Resolution No. 2024-061, authorizing the City Manager to execute an agreement with Independent Code Consultants, Inc. ("Consultant") to provide on-call plan check, site inspection, and permit technician services in an amount not to exceed $460,000 for a five-year term. The City Manager executed the agreement on May 15, 2024, in accordance with that authorization.

The Building Division requires continued consultant support to provide plan review, permit technician services, site inspections, Certified Access Specialist (CASp) consultation, technical support, and staff training as needed. Consultant assistance is essential to ensure timely plan review, permit processing, and customer service during periods of high workload and limited staffing.

The City anticipates continued development activity, including projects within the Isabel Neighborhood Specific Plan area such as the Harridge and Cornerstone developments, as well as other projects such as Garaventa. To ensure adequate support for these upcoming projects and to maintain service levels, the proposed First Amendment to the agreement with Independent Code Consultants, Inc. increases the not-to-exceed amount from $460,000 to $1,360,000. The agreement term remains unchanged and continues through June 30, 2029.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager, or her designee, to execute a first amendment to the professional services agreement with Independent Code Consultants, Inc., attached hereto as Exhibit A, for on-call plan check, permit tech, inspections, and CASp consultation services, and increase the not-to-exceed amount from $460,000 to $1,360,000. All other terms remain unchanged for the duration of the agreement which runs through June 30, 2029.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly D. Cilley
Kimberly D. Cilley
City Attorney

Exhibit A – First Amendment to Agreement with Independent Code Consultants Inc.

Docusign Envelope ID: 4641D1B6-8FD6-4038-A308-5E3BC7D40AA2

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2025, by and between the City of Livermore ("City"), a municipal corporation, and Independent Code Consultants, Inc. ("Consultant"), a California corporation.

RECITALS

On May 15, 2024, City and Consultant entered into an agreement for Consultant to provide professional services to perform 'on-call' permit technician duties; inspections; CASp consultations; and review of plans and related documents for compliance with State of California building law as generally contained in the California Code of Regulations Title 24, Parts 2, 2.5, 3, 4, 5, 6, 8, 9, 11, 12; and provide customer consultation, including visiting job sites, conducting inspections, providing technical support, and training staff as requested ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

City and Consultant desire to amend the Original Agreement to increase the not-to-exceed amount by $900,000 for a total not-to-exceed amount of $1,360,000. This is the first amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 5(a) of the Original Agreement is amended to read as follows:

      The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $1,360,000 ("not-to-exceed amount"). City shall compensate Consultant for the Services rendered at the hourly rates, task amounts or travel expenses set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates, task amounts or travel expenses are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

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

Agreement as written and in effect at the time the Services were rendered.

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

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

CONSULTANT: **Dated:**

DocuSigned by:
DB5A248ACA3E429...

11/5/2025 | 3:18 PM EST

Abigail Obligacion
President

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094721F53540E...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

Signed by:
Amber Hatfield
12BC7F4D88224F6...

Risk Manager/Analyst

LIVERMORE
CALIFORNIA

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

DATE: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution determining that APN 905-0009-013-03, the location of the Casino 580 Parking Lot Expansion project south of North Canyons Parkway and west of Airway Boulevard, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution determining that APN 905-0009-013-03, located south of North Canyons Parkway and west of Airway Boulevard, is annexed to the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) and directing the City Clerk to record the Notice of Annexation.

DECISION TYPE

Administrative

SUMMARY

The Casino 580 Parking Lot Expansion project, located south of North Canyons Parkway and west of Airway Boulevard, was conditioned to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, Monument Properties - Livermore, LLC, is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (CFD No. 2023-1) and has provided the attached Unanimous Approval document that constitutes a unanimous vote by Monument Properties - Livermore, LLC in favor of annexing their property into CFD No. 2023-1.

DISCUSSION

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

approved the levy of the special tax in the original boundaries of CFD No. 2023-1 and an appropriations limit for CFD 2023-1.

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

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

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

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

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

The Casino 580 Parking Lot Expansion project on APN 905-0009-013-03 is located within the Future Annexation Area. The conditions of approval for the project require the property owner to participate in a maintenance district to finance the maintenance and operation of services associated with the Isabel Neighborhood Specific Plan. The property owner, Monument Properties - Livermore, LLC, is fulfilling this obligation by requesting annexation to Community Facilities District No. 2023-1 and has executed the attached Unanimous Approval. Unanimous Approval constitutes a unanimous vote by Monument Properties - Livermore, LLC in favor of annexing their property to CFD No. 2023-1 and the annual levy of special taxes according to the rate and method of apportionment of the special tax (RMA).

To complete the annexation process for the Casino 580 Parking Lot Expansion project, APN 905-0009-013-03, the City Council is asked to consider adopting a resolution determining that the property is annexed to CFD No. 2023-01. Adoption of the resolution will annex the project as Tax Zone 22 within the CFD No. 2023-1 and direct the City Clerk to record a notice of the annexation with the Alameda County Recorder. Attachment 1 shows a map of the CFD No. 2023-1 boundary with all tax zones created to date. This map will be updated as new tax zones are annexed into CFD No. 2023-1.

FISCAL AND ADMINISTRATIVE IMPACTS

The City will administer CFD No. 2023-01 on an annual basis and will budget for, and manage, the

necessary maintenance, operation, and administration. All related expenditures will be paid by the City with special taxes collected in CFD No. 2023-1. At buildout of the Isabel Neighborhood Specific Plan area, the estimated annual cost for maintaining all the items in the Description of Services for CFD No. 2023-1 is approximately $1,800,000, plus administrative expenses. As each new development within the specific plan is completed, they will be assessed their pro-rata share of the overall maintenance expenses of the CFD No. 2023-1.

With this annexation, the Casino 580 Parking Lot becomes Tax Zone 22 in CFD No. 2023-1. The FY 2025-26 Special Tax Requirement Max Cap for Tax Zone 22 is estimated at $10,494 per acre, as shown in Table 8 of Exhibit A to the Resolution. This amount is the pro-rata share of the CFD maintenance costs attributed to Tax Zone 22. The max cap for Tax Zone 22 will adjust on July 1, 2026, and annually each July 1 thereafter, based upon the prior calendar year's change in the Consumer Price Index – All Urban Consumers (San Francisco-Oakland- San Jose, CA) plus one percent (CPI + 1%).

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

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

4: Implement the Isabel Neighborhood Specific Plan

ATTACHMENTS

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

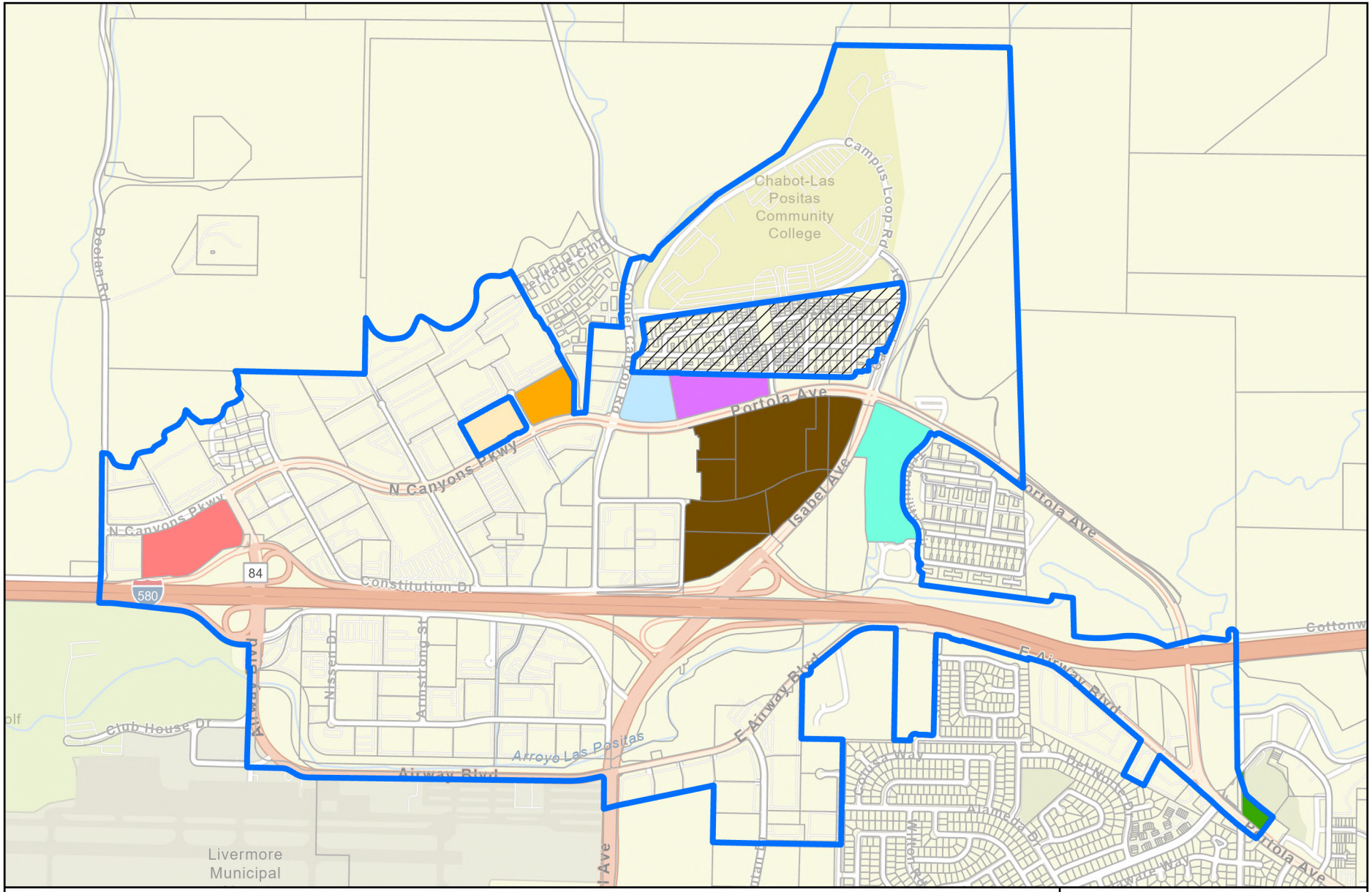
Prepared by: Jarrett Rasmussen
Associate Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



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

- CFD 2023-1 Future Annexation Area
- Not A Part
- Tax Zone 1 - Tract 8609
- Tax Zone 2 - Tract 8613
- Tax Zone 3 - Tract 8657
- Tax Zone 4 - Tract 8613
- Tax Zone 5 - Tract 8704
- Tax Zone 6 - Tract 8612
- Tax Zones 7-21 - Tract 8659
- Tax Zone 22
- Parcels

N

0 0.2 0.4 Mi

0 1,300 2,600 Feet

NBS helping communities fund tomorrow

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DETERMINING THAT APN 905-0009-013-03, THE LOCATION OF THE CASINO 580 PARKING LOT EXPANSION PROJECT SOUTH OF NORTH CANYONS PARKWAY AND WEST OF AIRWAY BOULEVARD, IS ANNEXED TO THE CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)

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

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

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

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

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

(iii) on July 12, 2023, a special election was held among the landowner voters within the CFD at which such voters approved the levy of the Special Tax in accordance with the Rate and Method and the appropriations limit by the two-thirds vote required by the Act, which approval was confirmed by

Resolution No. 2023-094, entitled "A Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien"; and

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

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

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

This City Council has been provided with a Unanimous Approval, which Unanimous Approval is attached hereto as Exhibit A, executed by the owner of certain property in the Future Annexation Area that is identified as the Casino 580 Parking Lot Expansion project, Assessor's Parcel Number 905-0009-013-03 (the "Annexation Property").

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

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

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

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

Section 2. Determination Regarding the Annexation of the Annexation Property. This City Council hereby determines that, having received an executed Unanimous Approval by the owner of the Annexation Property, the Annexation Property is added to the CFD.

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

Section 3. Effective Date. This resolution shall take effect upon its adoption by this City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly D. Cilley
Kimberly D. Cilley
City Attorney

Exhibit A – Unanimous Approval

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

City of Livermore
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)
Parkwest Casino 580

Annexation No. 7

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

Members of the City Council:

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

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

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

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

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

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

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

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

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

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

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

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

The Property Owner hereby acknowledges the following:

(i) The Special Tax apportionment will be finalized following recordation of the final map.

(ii) The purpose of the apportionment set forth in Table 8 is to preserve the Expected Maximum Special Tax Revenues from the Property based on the final development plan for the Property.

(iii) The Existing Rate and Method, as supplemented by the Supplement, specifies the rate, method of apportionment, and manner of collection of the Special Tax in sufficient detail to allow the Property Owner, and any succeeding property owner or resident, to estimate the maximum amount that the Property Owner, and any succeeding property owner or resident, will pay.

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

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

5. Recordation of Amendment to Notice of Special Tax Lien. The Property Owner acknowledges and understands that a Notice of Special Tax Lien for the CFD (the "Original Notice of Special Tax Lien") was recorded in the Office of the Recorder of the County of Alameda on June 21, 2023, as

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

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

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

The Property subject to this Unanimous Approval and to be annexed to the CFD, consists of the Assessor's Parcel identified in Exhibit D

The full legal name of the Property Owner is: MONUMENT PROPERTIES – LIVERMORE, LLC, a California limited liability company

The foregoing Unanimous Approval is hereby executed this 27th day of OCTOBER, 2025, in Bell Gardens, California.

MONUMENT PROPERTIES – LIVERMORE, LLC, a California limited liability company

By: _____

Name: John Park

Its: Manager

California All-Purpose Certificate of Acknowledgment

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

State of California

County of LOS ANGELES S.S.

On OCTOBER 27, 2025 before me, JANET L. LAU, NOTARY PUBLIC,

personally appeared JOHN PARK

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

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

WITNESS my hand and official seal.

JANET L. LAU
COMMISSION #2510693
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires
FEBRUARY 19, 2029

HMD1 HMD1

OPTIONAL INFORMATION

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of UNANIMOUS APPROVAL OF ANNEXATION TO A COMMUNITY containing 4 pages, and dated 10/27/2025.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☑ Corporate Officer(s) _____
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: MONUMENT PROPERTIES - LIVERMORE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☑ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # — Entry # —

Notary contact: JANET L. LAU

Other
☐ Additional Signer ☐ Signer(s) Thumbprints(s)
☐ _____

Declaration

I hereby affirmatively represent and certify that I have taken all necessary steps, and that I am duly authorized, to sign and submit this Unanimous Approval to the City on behalf of the owner(s) of the Property (Assessor's Parcel Number(s) 905 -0009-013-03) to annex the Property to the CFD, and that the City may rely upon my representation to process this Unanimous Approval on behalf of the owner(s) of the Property.

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

MONUMENT PROPERTIES – LIVERMORE, LLC, a California limited liability company

By: _____

Name: John Park

Its: Manager

California All-Purpose Certificate of Acknowledgment

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

State of California

County of LOS ANGELES S.S.

On OCTOBER 27, 2025 before me, JANET L. LAU, NOTARY PUBLIC,

personally appeared JOHN PARK

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

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

WITNESS my hand and official seal.

JANET L. LAU
COMMISSION #2510693
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires
FEBRUARY 19, 2029

OPTIONAL INFORMATION

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of UNANIMOUS APPROVAL OF ANNEXATION TO A COMMUNITY FACILITIES DISTRICT & RELATED MATTERS

containing 4 pages, and dated 10/27/2025

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☑ Corporate Officer(s) _____
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: MONUMENT PROPERTIES - LIVERMORE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☑ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # — Entry # —

Notary contact: JANET L. LAU

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

EXHIBIT A

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

DESCRIPTION OF SERVICES AUTHORIZED IN THE CFD

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

Public Street Services

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

Neighborhood Park Services

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

Neighborhood Trail Services

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

Neighborhood Plaza Services

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

Services Related to Pedestrian Bridge/Tunnel Crossing of Isabel Avenue

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

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

Services Related to Valley Link Plaza and Pedestrian Bridges

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

Services Related to Valley Link Parking Lot

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

Flood and Storm Protection Services.

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

Services Related to Hazardous Substances.

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

Maintenance and Operation of Other Property.

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

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

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

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

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

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

Administrative Expenses

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

EXHIBIT B

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

EXISTING RATE AND METHOD

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meaning:

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

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

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

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

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

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

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

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

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

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

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

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

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

"City" means the City of Livermore.

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

"County" means the County of Alameda.

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

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

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

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

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

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

"GIS" means a geographic information system.

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

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

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

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

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

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

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

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

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

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

"State" means the State of California.

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

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

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

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

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

B. DETERMINATION OF TAXABLE PARCELS

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

C. MAXIMUM ANNUAL SPECIAL TAX RATES

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

1. Maximum Special Taxes

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

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

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

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

2. Mixed-Use Property

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

3. Accessory Dwelling Units

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Land Use Category	Planned Development
Residential Property	112 Units

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

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

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

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

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

First: Determine the Annual Special Tax Requirement.

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

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

E. EXEMPTIONS

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

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

F. APPEAL OF SPECIAL TAX LEVY

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

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

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

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

G. INTERPRETATIONS OF RATE AND METHOD OF APPORTIONMENT

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

H. MANNER AND DURATION OF SPECIAL TAX

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

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

I. PREPAYMENT OF SPECIAL TAX

The Special Tax may not be prepaid.

J. REPEAL OF SPECIAL TAX

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

EXHIBIT C

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

Annexation No. 7

SUPPLEMENT TO EXISTING RATE AND METHOD

SUPPLEMENT NO. 7
(TAX ZONE NO. 22)
TO
RATE AND METHOD OF APPORTIONMENT

This Supplement No. 7 (Tax Zone No. 22) to the Rate and Method of Apportionment (this "Supplement") supplements the Rate and Method of Apportionment (the "Existing Rate and Method," and together with the Supplement, the "Rate and Method") for "City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)" (the "CFD") as it applies to the property designated as Tax Zone No. 22 ("Tax Zone 22") that is being annexed to the CFD for the purpose of financing certain "Services" as defined in "A Resolution of Formation of a Community Facilities District and Future Annexation Area " adopted as Resolution No. 2023-92 by the City Council of the City of Livermore on June 12, 2023).

This Supplement supplements the Existing Rate and Method by adding Table 8 to Section C.1. of the Existing Rate and Method that will be applicable to Tax Zone 22 only. Except as expressly set forth in this Supplement, all provisions of the Existing Rate and Method shall govern Tax Zone 22.

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

TABLE 8
MAXIMUM SPECIAL TAX RATES – TAX ZONE NO. 22
FISCAL YEAR 2025/26*

Property Type	Maximum Special Tax Rate	Per
Non-Residential Property	$10,493.71	Acre

*On July 1 of each Fiscal Year, commencing on July 1, 2026, the Maximum Special Tax rates for Tax Zone No. 22 shall be increased by the February annual percentage change in the Consumer Price Index for all Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA, plus one percent (1.0%). If the percentage change in the CPI-U is negative, the Maximum Special Tax rates shall not be decreased. In the event the index described above ceases to be published, it shall be replaced by another reasonably comparable index, as determined by the City.

EXHIBIT D

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

Annexation No. 7

ASSESSOR'S PARCELS CONSTITUTING THE PROPERTY

Assessor's Parcel Number(s)
905 -0009-013-03

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.5**

DATE: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution establishing the Annual Affordable For-Sale Prices, Rental Rates, and Maximum Income Limits for the City's Affordable Housing Programs.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution:

1. Establishing new maximum income limits for extremely low-, very low-, low-, median-, and moderate-income households, which shall apply to the City's first-time homebuyer and affordable rental programs; and
2. Establishing maximum for-sale housing prices for the Affordable Homeownership Program and establishing annual rent limits for City-restricted affordable units effective immediately upon adoption by City Council.

DECISION TYPE

Administrative

SUMMARY

The City's Inclusionary Housing Ordinance requires the City Council to annually adopt maximum income limits used to determine eligibility for the City's affordable housing programs. These limits are based on data published each year by the California Department of Housing and Community Development (HCD). The income limits are also factored into the City's Affordable Homeownership Program sales prices and rents for City-restricted units.

On April 23, 2025, HCD released updated income limits, reflecting an approximate 2.6 percent (2.6%) increase over 2024 figures. Although 30-year fixed mortgage rates are projected to decline somewhat in 2026, the combination of high interest rates, rising HOA dues, and other economic factors affecting housing affordability has made it difficult for many first-time homebuyers to purchase below-market-rate homes without additional down payment assistance. Housing affordability is also particularly challenging for below-market-rate unit renters. Therefore, staff recommends City Council adopt limits that maintain the current pricing structure. Staff recommends that the City Council adopt the proposed updated income

limits from HCD for the City's Affordable Housing Programs and retain the existing Affordable Homeownership Program sales prices and rent limits through 2026.

DISCUSSION

Each year, the California Department of Housing and Community Development (State HCD) publishes a schedule of income limits by household size, based on data from the U.S. Department of Housing and Urban Development (HUD), which is used to determine eligibility for most State and Federal housing programs. The City's Affordable Housing Ordinance references the State HCD's income limits as the basis for qualifying participant eligibility and calculating sales prices and rent limits for extremely low-, very low-, low-, median-, and moderate-income households applying to the City's Affordable Homeownership, Rental Programs (Inclusionary Housing), and the Density Bonus Program. Adoption of State HCD's limits ensures consistent requirements across all the City's programs and the requirements of other public lenders. State HCD establishes its income limits based on median income data calculated and provided by the U.S. Department of Housing and Urban Development (HUD), adjusted by household size.

In 2025, the HUD Area Median Income (AMI) for a four-person household in Alameda County is $159,800; approximately a 2.6 percent (2.6%) increase over the previous year. Maximum income categories are defined by HUD as percentages of median income as follows:

- "acutely low-income" households are defined as those with incomes up to fifteen percent (15%) of the AMI;
- "extremely low-income" households are defined as those with incomes up to thirty percent (30%) of the AMI;
- "very low-income" households are defined as those with incomes up to fifty percent (50%) of the AMI;
- "low-income" households are defined as those with incomes up to eighty percent (80%) of the AMI;
- "median-income" households defined as those with incomes up to one hundred percent (100%) of the AMI; and
- "moderate-income households" are defined as those with incomes up to one hundred and twenty percent (120%) of the AMI.

It's important to note that the calculation of maximum income as a percentage of the median is not exact and HUD adjusts each income category by high-cost factors and family size. In addition, the State has adopted a "hold-harmless" policy that prevents income levels in any category from decreasing from the prior year, should HUD's formula result in a decrease.

Through the City's Inclusionary Housing Ordinance, new residential developments are required to reserve a portion (ranging from ten to fifteen percent [10-15%] depending on the area of the City) for lease or sale to very low- to moderate-income households. Historically, most of the households benefiting from this program have either lived or worked in the City of Livermore. Developers of for-sale projects are required to offer the homes at affordable sales prices determined annually by the City and to participate in a marketing and application process guided by the City. The City's affordable home sale prices are calculated using a widely adopted standard, consistent with other jurisdictions and state housing agencies, that a household should spend no more than thirty (30%) of its gross income on housing costs. For homeownership, these costs include mortgage principal and interest payments, property taxes, homeowner's insurance, and homeowner association fees. Incomes have increased

minimally across all categories.

Sales activity for below-market-rate (BMR) units from January through November 2025 indicates that many first-time homebuyers continue to experience challenges in purchasing BMR homes, primarily due to persistently high interest rates, increased homeowners' association (HOA) dues, and other associated costs. As of October 2025, CalHFA conventional loan interest rates remain at approximately six percent (6%), which is the same rate from the prior year used in calculating the affordable sales prices. Sales activity for below-market-rate (BMR) units throughout 2025 has shown that many first-time homebuyers continue to face challenges in purchasing without additional down payment assistance. To maintain affordability, the staff recommends that the new affordable sale prices remain unchanged from the currently adopted prices, which are provided in Attachment 1 for reference. If approved, these prices will continue to remain in effect for homes sold in the 2026 Affordable Homeownership Program.

The City's Affordable Rental Rates are based on the standard that tenants should pay no more than thirty percent (30%) of their household income toward rent and utilities. Developers with affordability restrictions are required to deduct applicable tenant-paid utility allowances based on unit size. The Livermore Housing Authority adopts a schedule of these allowances for its HUD-funded programs. Utility allowances do not include "optional" amenities in some new developments, such as parking, and are not deducted from tenant rent, which can affect affordability.

Recent market data from Zillow.com indicates that the average rent for a two-bedroom apartment in Livermore is approximately $2,600 per month, while 3-bedroom units average $3,600 per month, a slight decrease from the prior year. To maintain affordability for households in the very low to moderate income categories, staff recommends that the City's affordable rental rates also remain consistent with the currently adopted rates. If approved, these rates would apply to all affordable rental units, effective November 24, 2025, and remain in effect through 2026. If conditions in the for-sale or rental markets change significantly during 2026, staff can bring a mid-year adjustment to the pricing back to City Council for consideration.

FISCAL AND ADMINISTRATIVE IMPACTS

Maintaining the current Affordable For-Sale Prices and Rental Rates schedule from the previous year will have no fiscal impact on the City's General Fund revenues

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities

ATTACHMENTS

1. 2025 Affordable For-Sale Prices and Rental Rates
2. Resolution
3. Exhibit A - 2026 Affordable For-Sale Prices and Rental Rates

Prepared by: Natalia Gilina
Housing Administrative Technician

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE CALIFORNIA

City of Livermore
Affordable For-Sale Prices and Rental Rates

ATTACHMENT 1

For-Sale Housing*

		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Household Size	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price
Studio	**1**	$84,600	$250,112	$109,000	$339,854	$130,800	$420,033
1	**2**	$96,650	$294,431	$124,550	$397,046	$149,500	$488,810
2	**3**	$108,750	$338,934	$140,150	$454,422	$168,150	$557,404
3	**4**	$120,800	$383,253	$155,700	$511,614	$186,850	$626,182
4	**5**	$130,500	$418,929	$168,150	$560,295	$201,800	$681,167
5	**6**	$140,150	$454,422	$180,600	$603,194	$216,750	$736,152
6	**7**	$149,800	$489,914	$193,050	$648,985	$231,700	$791,137
7	**8**	$159,500	$525,590	$205,500	$694,775	$246,650	$846,123

Effective January 1, 2025

Rental Housing*

		Ext. Low-Income (30%)		Very-Low Income (50%)		Lower-Income (60%)		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Size House-hold	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent
Studio	1	$32,700	$818	$54,500	$1,363	$65,400	$1,635	$84,600	$2,115	$109,000	$2,725	$130,800	$3,270
1(*)	1.5	$35,100	$878	$58,400	$1,558	$70,080	$1,752	$90,625	$2,266	$116,775	$2,919	$140,150	$3,504
1	2	$37,400	$935	$62,300	$1,558	$74,760	$1,869	$96,650	$2,416	$124,550	$3,114	$149,500	$3,738
2	3	$42,050	$1,051	$70,100	$1,753	$84,120	$2,103	$108,750	$2,719	$140,150	$3,504	$168,150	$4,204
3	4	$46,700	$1,168	$77,850	$1,946	$93,420	$2,336	$120,800	$3,020	$155,700	$3,893	$186,850	$4,671
4	5	$50,450	$1,261	$84,100	$2,103	$100,920	$2,523	$130,500	$3,263	$168,150	$4,204	$201,800	$5,045
4	6	$54,200	$1,355	$90,350	$2,259	$108,420	$2,751	$140,150	$3,504	$180,600	$4,515	$216,750	$5,419
4	7	$57,950	$1,449	$96,550	$2,414	$115,860	$2,930	$149,800	$3,745	$193,050	$4,826	$231,700	$5,793
4	8	$61,650	$1,541	$102,800	$2,570	$123,360	$2,930	$159,500	$3,988	$205,500	$5,138	$246,650	$6,166

Effective October 28, 2024

NOTES: These limits are based on income data from the California Department of Housing and Community Development (HCD) for 2024. The Affordable Sales Prices are effective for the 2025 Affordable Homeownership Program year and thereafter until updated by City Council. The 2024 Area Median Income for a 4-person household of $155,700 published by State HCD is derived from the U.S. Department of Housing and Urban Development for Alameda County (Oakland-Fremont Metro Region) for the Section 8 Program.

(*) Low Income Housing Tax Credit (LIHTC) Household size

Sales Prices: assume a 6.00% interest rate, 30-year mortgage, and housing payments (PITI) which do not exceed 30% of the household's monthly income.
The Rental Housing limits are effective upon adoption by City Council and thereafter until updated by City Council. Rental affordability based on 30% of the household's monthly income and do not include tenant utility allowances. Utility allowances should be deducted from the maximum rents based on the Livermore Housing Authority's utility allowance schedule for the Section 8 Program.

Date Adopted by Livermore City Council: October 28, 2024.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ESTABLISHING THE ANNUAL AFFORDABLE FOR-SALE PRICES, RENTAL RATES, AND MAXIMUM INCOME LIMITS FOR THE CITY'S AFFORDABLE HOUSING PROGRAMS

The City of Livermore's affordable housing program and implementing ordinances in the Livermore Municipal Code (Chapter 11) and Livermore Development Code (Section 11.70.030) provide that the City will annually revise the maximum income limits for extremely low-, very low-, low-, median-, and moderate-income households, as well as the affordable for-sale prices and rental rates, for use in connection with the City's Affordable Homeownership Program (Inclusionary Housing), the Density Bonus Program, Mortgage Assistance Program, and for City Housing Trust Fund assisted projects. The revised income limits are based on those adopted annually by the California Department of Housing and Community Development, which are derived from those published by the U.S. Department of Housing and Urban Development. The revised Affordable For Sale Prices and Rental Rates are based on annual income and other market factors.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the Affordable Rental Rates and Maximum Income Limits are hereby established and set forth as described in the attached Exhibit A, effective and for implementation upon the adoption of this resolution.

BE IT FURTHER RESOLVED, by the City Council of the City of Livermore, that the Affordable For Sale Prices are hereby established and set forth as described in the attached Exhibit A, effective and for implementation commencing on November 24, 2025.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 24, 2025 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – 2026 Affordable For-Sale Prices and Rental Rates

LIVERMORE CALIFORNIA

City of Livermore
Affordable For-Sale Prices and Rental Rates

For-Sale Housing*							
		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Household Size	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price	Maximum Income	Maximum Purchase Price
Studio	**1**	$87,550	$250,112	$111,850	$339,854	$134,250	$420,033
1	**2**	$100,050	$294,431	$127,850	$397,046	$153,400	$488,810
2	**3**	$112,550	$338,934	$143,800	$454,422	$172,600	$557,404
3	**4**	$125,050	$383,253	$159,800	$511,614	$191,750	$626,182
4	**5**	$135,100	$418,929	$172,600	$560,295	$207,100	$681,167
5	**6**	$145,100	$454,422	$185,350	$603,194	$222,450	$736,152
6	**7**	$155,100	$489,914	$198,150	$648,985	$237,750	$791,137
7	**8**	$165,100	$525,590	$210,950	$694,775	$253,100	$846,123

Effective November 24, 2025

Rental Housing*													
		Ext. Low-Income (30%)		Very-Low Income (50%)		Lower-Income (60%)		Low-Income (80%)		Median-Income (100%)		Moderate-Income (120%)	
No. Bedrooms	Size House-hold	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent	Maximum Income	Maximum Rent
Studio	1	$33,600	$818	$55,950	$1,363	$67,140	$1,635	$87,550	$2,115	$111,850	$2,725	$134,250	$3,270
1(*)	1.5	$36,000	$878	$59,950	$1,558	$71,940	$1,752	$93,800	$2,266	$119,850	$2,919	$143,825	$3,504
1	2	$38,400	$935	$63,950	$1,558	$76,740	$1,869	$100,050	$2,416	$127,850	$3,114	$153,400	$3,738
2	3	$43,200	$1,051	$71,950	$1,753	$86,340	$2,103	$112,550	$2,719	$143,800	$3,504	$172,600	$4,204
3	4	$47,950	$1,168	$79,900	$1,946	$95,880	$2,336	$125,050	$3,020	$159,800	$3,893	$191,750	$4,671
4	5	$51,800	$1,261	$86,300	$2,103	$103,560	$2,523	$135,100	$3,263	$172,600	$4,204	$207,100	$5,045
4	6	$55,650	$1,355	$92,700	$2,259	$111,240	$2,751	$145,100	$3,504	$185,350	$4,515	$222,450	$5,419
4	7	$59,500	$1,449	$99,100	$2,414	$118,920	$2,930	$155,100	$3,745	$198,150	$4,826	$237,750	$5,793
4	8	$63,300	$1,541	$105,500	$2,570	$126,600	$2,930	$165,100	$3,988	$210,950	$5,138	$253,100	$6,166

Effective November 24, 2025

NOTES: These limits are based on income data from the California Department of Housing and Community Development (HCD) for 2025. The Affordable Sales Prices are effective for the 2026 Affordable Homeownership Program year and thereafter until updated by City Council. The 2025 Area Median Income for a 4-person household of $159,800 published by State HCD is derived from the U.S. Department of Housing and Urban Development for Alameda County (Oakland-Fremont Metro Region) for the Section 8 Program.

(*) Low Income Housing Tax Credit (LIHTC) Household size

Sales Prices: assume a 6.00% interest rate, 30-year mortgage, and housing payments (PITI) which do not exceed 30% of the household's monthly income.
The Rental Housing limits are effective upon adoption by City Council and thereafter until updated by City Council. Rental affordability based on 30% of the household's monthly income and do not include tenant utility allowances. Utility allowances should be deducted from the maximum rents based on the Livermore Housing Authority's utility allowance schedule for the Section 8 Program.

Date Adopted by Livermore City Council: November 24, 2025.

LIVERMORE
CALIFORNIA

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

DATE: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution awarding and authorizing the execution of an agreement with Vizcay Landscapes LLC d/b/a Landscape Care Co. to reduce and replace non-functional turf in an amount not-to-exceed $320,000 for a one-year term ending November 30, 2026.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution awarding and authorizing execution of an agreement with Vizcay Landscapes LLC d/b/a Landscape Care Co. (Landscape Care Co.) to reduce and replace non-functional turf in an amount not-to-exceed $320,000 for a one-year term ending November 30, 2026.

DECISION TYPE

Administrative

SUMMARY

On July 24, 2025, City staff issued a Request for Proposal to replace non-functional turf at four City-owned locations. Seven service providers responded. Staff have completed their review of the proposals received and recommends Landscape Care Co.

The turf reduction is funded in part by the Urban Community Drought Relief Program through the California Department of Water Resources awarded to the Alameda County Flood Control and Water Conservation District, Zone 7 on behalf of the City.

DISCUSSION

The Maintenance Division of the Public Works Department is tasked with reducing non-functional turf at City-owned locations. The four sites identified have turf areas that serve mainly as an aesthetic feature and were not designed as a specific turf usable space. Turf reduction is a strategy to help reduce the City's water usage, resilience planning, and conserve water as outlined in the City's Climate Action Plan. It is also required for compliance with AB 1572, the Decorative Lawn Watering Ban which prohibits

commercial properties from using drinking water to irrigate non-functional turf. Functional turf includes public recreational spaces, sports fields, and cemeteries.

In June 2023, the California Department of Water Resources (DWR) awarded the Alameda County Flood Control and Water Conservation District, Zone 7 (Zone 7) funding for participation in the Urban Community Drought Relief Local Project Grant program (Grant). In March 2024, the City Council authorized the agreement with Zone 7 to fund the work identified in the Grant's workplan for a Citywide Turf Reduction project in the amount of $262,500 with a cost sharing requirement of $87,500. The Grant requires construction must be completed by December 2026. Two of the five turf conversion sites identified in the Grant's workplan were completed in 2024. This agreement would allow the work to be completed at the other three identified turf conversion sites in the work plan and at one additional site.

The City received seven proposals and the proposed pricing is summarized in the table below.

Company	**Total Flat Rate Pricing**
Landscape Care Co.	$318,650
Frank and Grossman	$347,000
Jensen Landscape	$515,216
Westside Landscape Concrete Inc	$533,505
Landscape Pros	$647,556
McGuire and Hester	$726,000
Marina Landscape Inc.	$729,750

The service provider selection process included an initial review of the proposals and reference checks. The criteria used for evaluation included:

- The ability, capacity, and skill of the proposer to provide the required services;
- The character, integrity, reputation, judgment, and efficiency of the proposer; and,
- Ability of the proposer to provide services and materials in a timely manner.

Landscape Care Co. was the lowest bid and represents the best value bid as they have a demonstrated record of providing quality service to public agencies and have the knowledge, expertise, and staffing to meet the needs of the City of Livermore. Staff therefore recommends the City accept the bid from Landscape Care Co. and initiate a new agreement beginning on December 1, 2025 through November 30, 2026.

The work will begin at the beginning of the year and is estimated to be completed by April. Turf reduction will occur at the following works sites:

- Arroyo Road between Arroyo Creek and Cartier Drive
- Crater Road parks
- East Avenue Greens between 5th and 6th Streets
- Kristopher Ranch

FISCAL AND ADMINISTRATIVE IMPACT

The Urban Community Drought Relief Program requires a minimum non-state cost share of 25% of the total cost for each project. The cost of the total Citywide Turf Reduction project is $350,000. The grant

award is $262,500 with a required cost share of $87,500. Funding for the local cost share is in the General Fund Landscape Maintenance Fund 100. There will be no additional impact to the General Fund or other City funds.

COMMUNITY PILLAR

5: A City That Works

GOAL

14: Develop and maintain the City's infrastructure, facilities, and property

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Marisa Gan
Management 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 AWARDING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT TO/WITH VIZCAY LANDSCAPES LLC D/B/A LANDSCAPE CARE CO. TO REDUCE AND REPLACE NON-FUNCTIONAL TURF IN AN AMOUNT NOT-TO-EXCEED $320,000 FOR A ONE-YEAR TERM

The Maintenance Division of the Public Works Department is tasked with reducing non-functional turf at City-owned locations to help reduce the City's water usage, plan for resiliency, conserve water as outlined in the City's Climate Action Plan and for compliance with AB 1572, the Decorative Lawn Watering Ban.

The City of Livermore issued a Request for Proposals to reduce and replace non-functional turf at four City-owned locations. Seven proposals were submitted. Vizcay Landscapes LLC d/b/a Landscape Care Co. was selected as the best value bidder for these services.

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

1. Awards to Vizcay Landscapes LLC d/b/a Landscape Care Co. the agreement, attached hereto as Exhibit A, to reduce and replace non-functional turf at four City-owned locations, in an amount not-to-exceed $320,000 for a one-year term.

2. Authorizes the City Manager, or her designee, to execute an agreement with Vizcay Landscapes LLC d/b/a Landscape Care Co., attached hereto as Exhibit A, to reduce and replace non-functional turf at four City-owned locations, in an amount not-to-exceed $320,000 for a one-year term.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly D. Cilley
Kimberly D. Cilley
City Attorney

Exhibit A – Agreement with Vizcay Landscapes LLC d/b/a Landscape Care Co.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

25-0617

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 20 , by and between the City of Livermore ("City"), a municipal corporation, and Vizcay Landscapes LLC d/b/a Landscape Care Co. ("Contractor"), a California limited liability company.

RECITALS

City requires turf reduction and replacement services at sites identified in Exhibit A hereto.

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

AGREEMENT

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

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

2. Relationship of Parties – Independent Contractors.

(a) The relationship of the parties shall be that of independent contractors. Contractor is and shall at all times remain as to City a wholly independent contractor during the term of this Agreement.

(b) Contractor and its personnel performing the Services on behalf of Contractor are not City officers or employees. Contractor's personnel shall at all times be under Contractor's exclusive direction, control, supervision, and management. Contractor, at its own cost and expense, is responsible for all workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the Services by Contractor's personnel.

(c) Contractor and its personnel providing the Services shall not qualify for or become entitled to, and hereby waive any claims to, any compensation, benefit, or any incident in employment by City, including but not limited to enrollment in the California Public Employees Retirement System (PERS) as an employee of City and any entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

(d) Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

3. Description of Services. Contractor shall provide the 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. Contractor's Responsibilities. Contractor, at its own cost and expense, shall:

(a) Coordinate the Services with Timothy Messa, Public Works Supervisor – Landscape ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner commensurate with industry, trade, and community standards. Consultant shall follow the highest industry standards when performing the Services required hereunder and covenants that all goods, materials, and equipment will be both of good quality as well as fit for the purpose intended. For the purposes of this Agreement the phrase "highest industry standards" means those standards recognized by one or more first-class contractors performing similar Services under similar circumstances within City's region;

(c) Provide the resources and assign competent Contractor personnel necessary to complete the Services in a timely manner;

(d) Immediately remove and replace, without any cost to City, any member of Contractor's personnel providing the Services to City, in its sole discretion and at any time during this Agreement, directs Contractor to remove and replace, and City agrees to advise Contractor of the reason for the direction for the removal and replacement;

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Contractor's personnel to provide the Services;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally required and required by trade, craft, or classification for Contractor to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

(g) Obtain and complete the appropriate City forms for the City to pay Contractor electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Contractor opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in 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;

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

(h) Provide City with a complete Request for Taxpayer Identification Number and Certification Form W-9 using the form most recently issued by the Internal Revenue Service;

(i) Comply with all applicable state and federal laws, as well as Alameda County and City of Livermore ordinances, regulations, and adopted codes, when providing the Services;

(j) Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested, and if requested by the Project Manager, Contractor shall certify the correctness of any invoice or invoices for Services provided. Contractor shall not submit an invoice to City more frequently than once a calendar month;

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

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

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

(n) Correct all errors in the Services. If Contractor fails to make such correction in a timely manner, then City may make the correction and then charge the cost thereof to Contractor or deduct that cost from the compensation payable to Contractor; and,

(o) Comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA, when providing the Services.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

5. Taxes, Fees and Assessments. Contractor is solely responsible for the payment of any taxes, fees, assessments, and other charges, including penalties and interest, that may be imposed by law and arise from or incurred by Contractor's performance of the Services. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties defined in Section 20 below against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Contractor. The indemnity in this Section 5 are in addition to and do not in any way limit Contractor's obligations in Section 20 below

6. Prevailing Wages.

(a) Contractor is aware of the requirements of Chapter 1 of Part 7 of Division 2 of the California Labor Code and applicable regulations (collectively "Prevailing Wage Laws") that require the payment of prevailing wage rates (§§ 1771, 1774, and 1775), employment of apprentices (§§ 1777.5 and 1775.6), certified payroll records (§ 1776), hours of labor (§§ 1813 and 1815), registration and debarment of contractors and subcontractors (§ 1777.1), and the performance of other requirements on public works and maintenance projects as defined the Prevailing Wage Laws.

(b) The prevailing wage rates for crafts, classifications, and types of workers are available online at http://www.dir.ca.gov/DLSR, and Contractor is responsible for determining whether the workers are entitled to the payment of prevailing wages and Contractor must pay no less than the specified rates to all entitled workers performing the Services. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.

(c) Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the Prevailing Wage Laws including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

(d) If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars ($50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement.

(e) Work on public works and maintenance projects as defined by the Prevailing Wage Laws is subject to compliance monitoring and enforcement by the California Department of Industrial Relations pursuant to California Labor Code section 1771.4. No contractor may be awarded a contract for public works and maintenance projects as defined by the Prevailing Wage Laws unless currently registered with the California Department of Industrial Relations pursuant to California Labor Code section 1725.5.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

(f) Contractor agrees to indemnify, defend, and hold City harmless from any claim that prevailing wages should have been paid, and Contractor shall be liable for the payment of the same and penalties thereon. It is Contractor's responsibility to be familiar with the California Labor Code and the Prevailing Wages Laws, and failure or neglect of Contractor to understand the California Labor Code shall and Prevailing Wage Laws in no way relieve Contractor from any obligations thereunder or under this Agreement.

(g) Contractor acknowledges that failure to pay prevailing wages to an entitled worker performing the Services may result in the Contractor being ineligible to contract with City.

7. Familiarity with Services. Contractor represents that it: (i) has thoroughly investigated and considered the Services to be performed; (ii) has carefully considered how the Services should be performed; and, (iii) fully understands the facilities, difficulties, and restrictions associated with performing the Services. If Services involve work on City property, Contractor further represents that it has investigated the property and is fully acquainted with its condition. If Contractor discovers any latent or unknown conditions that materially affect performance of the Services, then Contractor shall immediately notify City of such discovery and shall not proceed with the Services except at Contractor's risk until Contractor receives written instructions from the Project Manager.

8. Service Warranties.

(a) Contractor warrants that it possesses all capital and other equipment, labor, goods, materials, supplies, and licenses necessary to carry out and complete the Services in compliance with any and all federal, state, county, and city laws, ordinances, and regulations.

(b) Contractor warrants, in addition to all warranties provided or implied by law or public policy, that all Services (including but not limited to all goods, materials, and equipment supplied by the Services) shall be free from defects in design and workmanship. During the term of this Agreement and for one year following its completion, expiration, or termination, Contractor agrees to replace or repair any Services (including but not limited to all goods, materials, and equipment supplied by the Services) that fail due to defects in material or workmanship, which replacement or repair shall be completed by Contractor within 30 days of notice of the failure by City.

9. Safety Provisions. Contractor shall conform to the rules and regulations pertaining to safety established by Occupational Safety & Health Administration (OSHA) and the California Division of Industrial Safety.

10. Preservation of City Property. Contractor shall provide, install, and utilize suitable safeguards, approved by City, to protect City property from injury or damage when providing the Services. If City property is injured or damaged as a result of Contractor's Services, then the Contractor shall, at its own cost and expense, replace or restore that property to a condition as good as when Contractor began providing the Services, which work shall be completed within a reasonable time. In all situations arising out of this Agreement, City and Contractor shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

11. Inspection. Contractor shall furnish City every reasonable opportunity for City to ascertain that the Services by Contractor are being performed in accordance with the requirements and intentions of this Agreement. All work performed and all goods, materials, and equipment provided shall be subject to City inspection and approval. City inspection of such work, goods, materials, and equipment shall not relieve Contractor of any of its obligations to fulfill the requirements in this Agreement.

12. Audit. In addition to the requirements in Section 4(k) above, Contractor shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of three years after the date of final payment to Contractor. Contractor agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy, or transcribe any of Contractor's records pertaining to this Agreement at any time during normal business hours. Contractor shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could result in cause for termination.

13. Term. The term of this Agreement commences on December 1, 2025, and terminates upon the completion of the Services or November 30, 2026, whichever occurs first.

14. Termination by City. City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days' written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and Contractor shall then assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with and subject to Section 15.

15. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $320,000 ("not-to-exceed amount").

(b) City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit B Fee Schedule, and shall reimburse Contractor for travel expenses and other costs that are identified in Exhibit B, up to the not-to-exceed amount.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

(c) Contractor and City acknowledge that compensation paid by City to Contractor pursuant to this Agreement is based upon Contractor's estimated costs to provide the Services, including the salaries and benefits paid by Consultant to its personnel. Consequently, Contractor and City further agree that compensation paid by City to Contractor is intended to include the costs of contributions to any pensions or annuities, or both, to which Contractor and its personnel may be eligible, and that City has no responsibility for contributions beyond the compensation paid to Contractor under this Agreement. As provided in this Agreement, the hourly rates, task amounts and reimbursement for specified travel expenses and costs in the Fee Schedule are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services, including all taxes Contractor is required to pay.

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

(e) City shall pay Contractor via the Automated Clearing House or as otherwise instructed by Contractor pursuant to Section 4(g) above.

16. Ownership.

(a) Contractor shall bear the risk of loss or damage to any goods, materials, or equipment associated with the Services until delivered to and accepted by City.

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

(c) All goods, materials, and equipment purchased for or produced as a result of the Services, including all warranties therefore, are City's property and Contractor shall deliver them to City upon demand.

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

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

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

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

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

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

20. Insurance. Without limiting Contractor's indemnification of the Indemnified Parties, Contractor shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Contractor shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

21. Force Majeure; Service Delays. Should Contractor's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Contractor's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Contractor. Nothing in this section restricts City's authority in Section 14 to terminate this Agreement.

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

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

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

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

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

26. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months preceding the decision or within the twelve months following the date of the final decision. Contractor shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

27. Use of Recycled Products. If fitness and quality are equal, then Consultant shall utilize recycled products consistent with the City's Environmentally Preferrable Purchasing and Practices Policy, and as defined in California Public Contract Code Section 12200 for the Services, instead of nonrecycled products whenever recycled products are available at the same or a lesser cost than nonrecycled items. Information on recycled materials can be found here:

- Sustainable Purchasing | StopWaste - Home, Work, School
- Reducing Waste at Work | StopWaste - Home, Work, School
- Recommendations of Specifications, Standards, and Ecolabels for Federal Purchasing | US EPA

28. Non-Exclusive Agreement. This Agreement is non-exclusive. City reserves the right to provide, and to retain other qualified contractors to provide, services that are the same or similar to the Services.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

29. Business Entity Status. Contractor is responsible for filling all required documents and forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, as well as the California Business and Professions Code and any other state statute, to the extent such requirements apply to Contractor to provide the Services. By entering into this Agreement, Contractor represents that it is: authorized to do business in California; in good standing with the California Secretary of State; and, in good standing with all agencies having jurisdiction over Contractor, including any licensing agencies and trade industries. If Contractor is a suspended entity at the time it enters into this Agreement, City may take steps to void this Agreement.

30. Authority to Execute Agreement. Contractor has taken all necessary action to authorize the execution of this Agreement, and expressly represents that the person signing this Agreement on behalf of Contractor has received and accepted the authority to sign and execute this Agreement on behalf of Contractor. Upon the Effective Date, this Agreement shall constitute a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms, which authorization is ratified and confirmed upon Contractor's acceptance of the first compensation payment by City.

31. No Subcontracting and No Assignment. Contractor's unique personal competence, experience, specialized personal knowledge, trade skills, and reputation were a substantial inducement to City for the award of this Agreement to Contractor, therefore no part of the Services may be assigned or subcontracted without City's prior written consent. For the purposes of this section, a change of fifty percent or more in the ownership or control of Contractor constitutes an assignment.

32. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Contractor must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration.*

33. Work Eligibility. Contractor warrants that only personnel authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be provided by Contractor for the performance of the Services.

34. Non-Discrimination. In performance of the Services, Contractor agrees that it will not engage in discrimination in employment of persons because of such person's race, color, religion, sex/gender, gender identity/expression, sexual orientation, marital status, medical condition, military or veteran status, national origin, ancestry, disability, genetic information, age, or any protected classification when providing the Services. Consultant further agrees to comply with all provisions of Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in all programs or activities receiving federal financial assistance. Consultant further assures that it will take necessary actions to ensure compliance with these requirements in the performance of this Agreement.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

35. Construction of Language.

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

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 14, 20, 31, and 35 through 38 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 14, 20, 31, and 35 through 38 the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

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

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

TO CITY: Attention: Timothy Messa
Public Works Supervisor – Landscape
City of Livermore / Public Works
3500 Robertson Park Road
Livermore, California 94550

Email: trmessa@livermoreca.gov
purchasing@livermoreca.gov
accountspayable@livermoreca.gov
CityAttorney@livermoreca.gov

TO CONTRACTOR: Attention: Nikolas Vizcay
Vizcay Landscapes LLC d/b/a Landscape Care Co.
4026 Pacheco Boulevard
Martinez, California 94553

Email: nick@landscapecare.net

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

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

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

40. Survival. The terms, conditions, and obligations in Sections 2, 5, 6, 8, 11, 12, 16 through 19, 31, 32, 35, and 38 through 41 shall survive the completion or termination of this Agreement.

41. Jurisdiction and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, claim, or legal action of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda or in the United States District Court for the Northern District of California.

42. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, and to utilize electronic signatures in lieu of using paper documents pursuant to Livermore Municipal Code section 2.64 Electronic Signatures and all other applicable laws. You are not required to sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

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

****

Signatures and Exhibit List on the Next Page

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date set forth in the first paragraph of this Agreement, which is the date that this Agreement was signed on behalf of the City after it was signed by Contractor.

CONTRACTOR: **Dated:**

Signed by:
Nikolas Vizcay
B8FDC14BF5F1408...

11/7/2025 | 11:21 AM PST

Nikolas Vizcay
President/CEO

CITY OF LIVERMORE: **Dated:**

_____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Molly A. O'Toole
8C094721F53540E...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

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

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

EXHIBIT A

SCOPE OF WORK

Vizcay Landscapes LLC d/b/a Landscape Care Co. ("Contractor") shall provide all necessary labor, materials, equipment, and supplies to perform the following services at the Work Sites (defined below):

1. Sheet mulch over existing turf at each Work Site (defined below);
2. Convert overhead spray or turf rotor irrigation systems to bubblers;
3. Modify overhead spray irrigation system to accommodate remaining turf at Work Site 4; and
4. Purchase the plant lists and related materials, and install said plants and materials, as shown on the landscape planting plan for each Work Site.

Contractor shall perform the services identified above at the following Work Sites, which are each individually referred to herein as a "Work Site":

1. Work Site 1: Arroyo Road between Arroyo Creek and Cartier Drive
2. Work Site 2: Crater Road Parks
3. Work Site 3: East Avenue Greens between 5th and 6th Streets
4. Work Site 4: Kristopher Ranch

Terms of Work

1. This Agreement does not obligate City to any particular amount of work to be completed by Contractor.
2. Work locations will be located in the City of Livermore at the identified work sites.
3. All employees of Contractor shall wear uniforms or identification badges clearly identifying them as employees of Contractor while on City premises for the purpose of completing work.
4. Contractor shall follow all applicable safety and environmental rules and regulations.
5. All services provided shall meet applicable City Building Code standards.
6. City reserves the right to halt work at any time for noncompliance with this Agreement, or unsafe work conditions or practices.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

7. Contractor shall keep worksites reasonably clear of debris and protect the safety of the public and City employees at all times. Contractor shall promptly remove all materials and spoils from each job site upon completion of the work.

8. Contractor shall properly dispose of all debris or spoils generated by the work.

9. Contractor shall warranty all work for a minimum of one hundred twenty days after the completion of the work. Any work required to remedy problems with installation or materials shall be at the sole cost of Contractor within this one hundred twenty-day period.

Landscape Planting Plans

1. The landscape planting plans for the Work Sites begin on the following page.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

EXHIBIT A

PLANT SCHEDULE

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	CONT
	8	AGAPANTHUS AFRICANUS (EXISTING)	AFRICAN LILY	5 GAL
BUILDING FOUNDATION	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**
	7	ARBUTUS UNEDO 'ELFIN KING'	ELFIN KING STRAWBERRY TREE	5 GAL
	1	CEANOTHUS X 'DARK STAR'	DARK STAR WILD LILAC	5 GAL
	3	VERBENA LILACINA 'DE LA MINA'	DE LA MINA LILAC VERBENA	5 GAL
	15	WESTRINGIA FRUTICOSA 'BLUE GEM'	COAST ROSEMARY	5 GAL
INTERMEDIATE PLANT	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**
	14	LAVANDULA ANGUSTIFOLIA	ENGLISH LAVENDER	5 GAL
LOW SPREADING GROUDCOVER	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**
	7	ARCTOSTAPHYLOS MANZANITA 'EMERALD CARPET'	EMERALD CARPET MANZANITA	5 GAL
ORNAMENTAL BUNCH GRASSES	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONT**
	17	LOMANDRA LONGIFOLIA	AUSTRALIAN RUSH	5 GAL

PEARY WAY

DE VACA WAY

DE VACA WAY

ARROYO ROAD

ARROYO ROAD

CARTIER DRIVE

rrm design group

CONCEPTUAL PLANTING PLAN

ARROYO PARKWAY

2526-01-RC21 DECEMBER 2, 2022

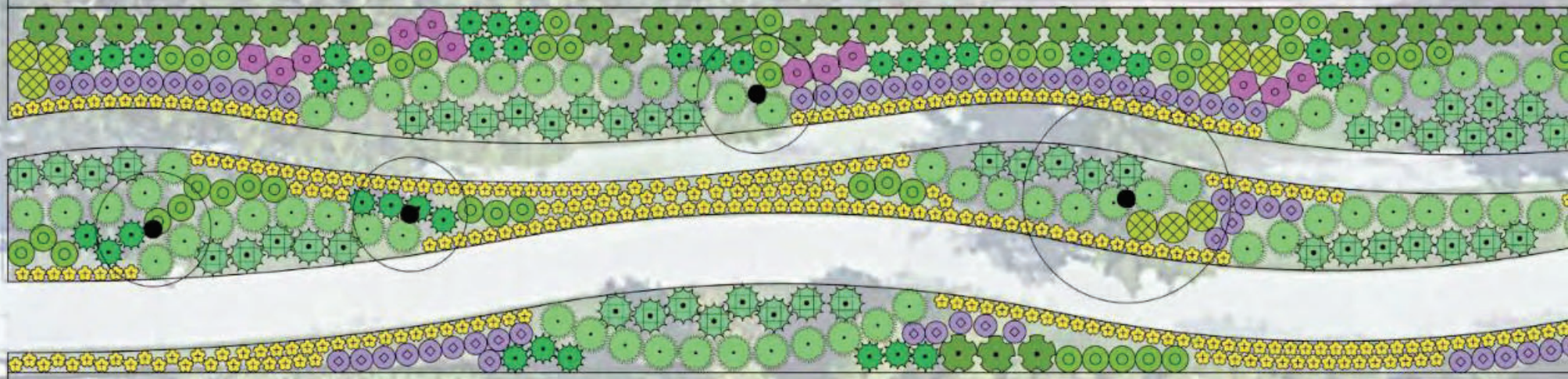
0' 15' 30' 60'

SCALE: 1"=30'-0"

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

EXHIBIT A

Crater Way Park (West)



rrm design group

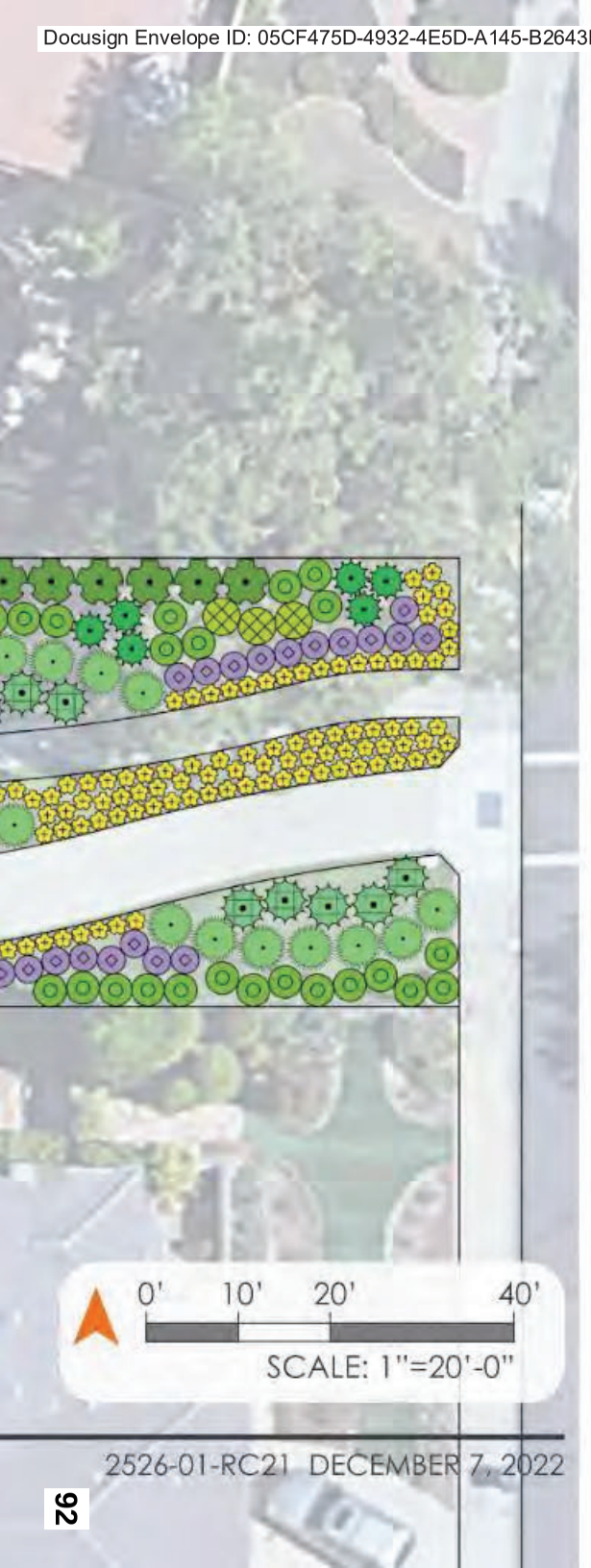
CONCEPTUAL PLANTING PLAN

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

EXHIBIT A

PLANT SCHEDULE

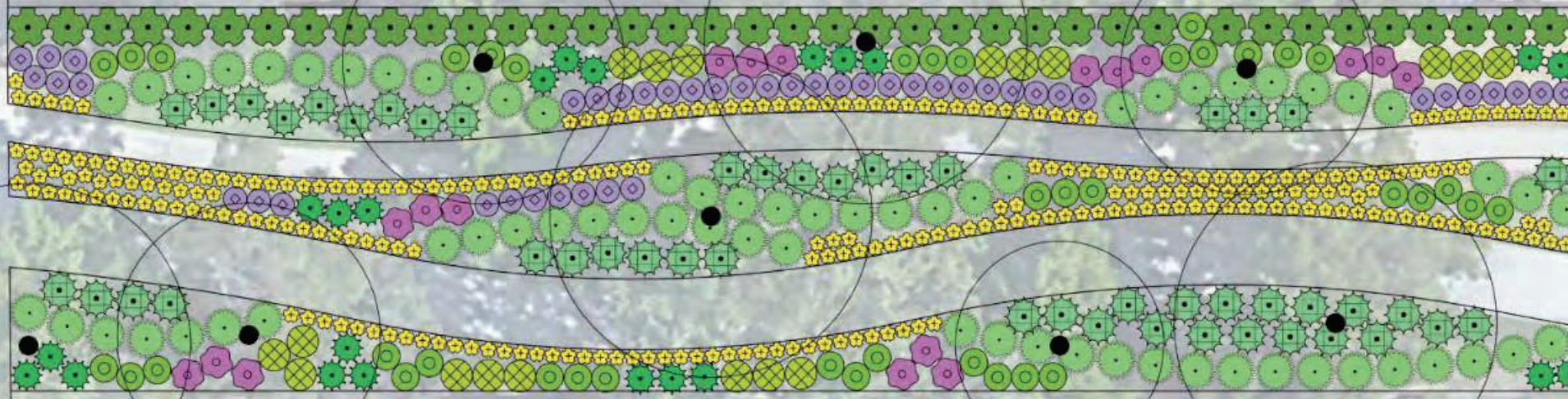
ACCENT PLANT	BOTANICAL NAME	COMMON NAME	CONT
	ACHILLEA X 'MOONSHINE'	MOONSHINE YARROW	5 GAL
	EUPHORBIA CHARACIAS	EVERGREEN SPURGE	5 GAL
BUILDING FOUNDATION	**BOTANICAL NAME**	**COMMON NAME**	**CONT**
	ARBUTUS UNEDO 'ELFIN KING'	ELFIN KING STRAWBERRY TREE	5 GAL
	RHAPHIOLEPIS UMBELLATA 'MINOR'	DWARF YEDDA HAWTHORN STANDARD	5 GAL
	VERBENA LILACINA 'DE LA MINA'	DE LA MINA LILAC VERBENA	5 GAL
	WESTRINGIA FRUTICOSA `BLUE GEM`	COAST ROSEMARY	5 GAL
INTERMEDIATE PLANT	**BOTANICAL NAME**	**COMMON NAME**	**CONT**
	LAVANDULA ANGUSTIFOLIA	ENGLISH LAVENDER	5 GAL
LOW SPREADING GROUDCOVER	**BOTANICAL NAME**	**COMMON NAME**	**CONT**
	ARCTOSTAPHYLOS MANZANITA 'EMERALD CARPET'	EMERALD CARPET MANZANITA	5 GAL
ORNAMENTAL BUNCH GRASSES	**BOTANICAL NAME**	**COMMON NAME**	**CONT**
	LOMANDRA LONGIFOLIA	AUSTRALIAN RUSH	5 GAL



Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

EXHIBIT A

Crater Way Park (East)



rrm design group

CONCEPTUAL PLANTING PLAN

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

EXHIBIT A



2526-01-RC21 DECEMBER 7, 2022

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C



EXHIBIT A

SYMBOL	NAME	WATER USE	HEIGHT	SPREAD
	Agave parryi	Very Low	2'-3'	2'-3'
	Arctostaphylos manzanita 'Emerald Carpet'	Moderate	8"-14"	5'
	Armeria Maritima	Moderate	1'	1'
	Ceanothus griseus horizontalis 'Yankee Point'	Low	2'-3'	8'-10'
	Euphorbia characias	Low	4'	4'
	Heuchera spp.	Moderate	1'-2'	1'-2'
	Linum Lewisii 'Blue Flax'	Very Low	3'	1'
	Lomandra longifolia	Low	4'-5'	4'-6'
	Mahonia Repens	Moderate	1'	3'

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C



EXHIBIT A

SYMBOL	NAME	WATER USE	HEIGHT	SPREAD
	Agave parryi	Very Low	2'-3'	2'-3'
	Arctostaphylos manzanita 'Emerald Carpet'	Moderate	8"-14"	5'
	Armeria Maritima	Moderate	1'	1'
	Ceanothus griseus horizontalis 'Yankee Point'	Low	2'-3'	8'-10'
	Euphorbia characias	Low	4'	4'
	Heuchera spp.	Moderate	1'-2'	1'-2'
	Linum Lewisii 'Blue Flax'	Very Low	3'	1'
	Lomandra longifolia	Low	4'-5'	4'-6'
	Mahonia Repens	Moderate	1'	3'

Docusign Envelope ID: 09CF475D-4932-4E5D-A146-B26430DEDE9C

EXHIBIT A



KEYMAP

LEGEND

EXISTING TREE

EXISTING LAWN

PLANT SCHEDULE LP101

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WUCOLS	SPACING	QTY
SHRUBS					
	MUHLENBERGIA LINDHEIMERI LINDHEIMER'S MUHLY	1 GAL.	LOW	60" o.c.	20
GROUND COVERS					
	CEANOTHUS GLORIOSUS 'HEART'S DESIRE' HEARTS DESIRE CEANOTHUS	1 GAL.	LOW	48" o.c.	36

PLANT IMAGES

ORNAMENTAL BUNCH GRASSES

MUHLENBERGIA LINDHEIMERI

NATIVE GROUNDCOVERS

CEANOTHUS GLORIOSUS 'HEART'S DESIRE'

SCALE: 1" = 10'-0"

N

SUBMITTAL #1

rrm design group
rrmdesign.com | (805) 543-1794

THE INCLUDED DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREIN ARE AND SHALL REMAIN THE PROPERTY OF RRM DESIGN GROUP AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF RRM DESIGN GROUP. VISUAL CONTACT WITH THESE DRAWINGS OR THE SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS. THE RRM DESIGN GROUP NAME AND ALL TITLE BLOCK INFORMATION SHALL NOT BE CONSIDERED A WAIVER OF THIS COPYRIGHT PROTECTION.
RRM DESIGN GROUP COPYRIGHT 2024.
RRM IS A CALIFORNIA CORPORATION

CONSULTANT

AGENCY

KRISTOPHER RANCH LAWN CONVERSION
SIENA DRIVE

PLANTING PLAN

NO.	REVISION	DATE

PROJECT MANAGER

DRAWN BY | CHECKED BY

DATE
DECEMBER 2024

PROJECT NUMBER
3057-00-RC23

SHEET
LP101

N:\2400\2926-01-RC21-Livermore-Turf-Renovation\Landscape-Architecture\Task-C-Memorandum\General Working\2024-10-16 Kristopher Ranch Lawn Conversion\CAD\LP-Kristopher Ranch.dwg, LP101, Dec 20, 2024 9:35am, mwalden

Docusign Envelope ID: 09CF475D-4932-4E5D-A146-B26430DEDE9C

EXHIBIT A



LEGEND

EXISTING TREE

EXISTING LAWN

PLANT SCHEDULE LP102

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WUCOLS	SPACING	QTY
SHRUBS					
	MUHLENBERGIA LINDHEIMERI LINDHEIMER'S MUHLY	1 GAL	LOW	60" o.c.	36

PLANT IMAGES

MUHLENBERGIA LINDHEIMERI

KEYMAP

SCALE: 1" = 10'-0"

N

SUBMITTAL #1

rrm design group
rrmdesign.com | (805) 543-1794

THE INCLUDED DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREIN ARE THE EXCLUSIVE PROPERTY OF RRM DESIGN GROUP AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO ANYONE OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE PRIOR WRITTEN CONSENT OF RRM DESIGN GROUP. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ANY UNAUTHORIZED USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE CONSIDERED A WAIVER OF RRM DESIGN GROUP'S RIGHTS.
RRM DESIGN GROUP COPYRIGHT 2024.
RRM IS A CALIFORNIA CORPORATION

CONSULTANT

AGENCY

KRISTOPHER RANCH LAWN CONVERSION

SIENA DRIVE

PLANTING PLAN

NO.	REVISION	DATE

PROJECT MANAGER

DRAWN BY | CHECKED BY

DATE
DECEMBER 2024

PROJECT NUMBER
3057-00-RC23

SHEET
LP102

N:\2400\2926-01-RC21-Livermore-Turf-Renovation\Landscape-Architecture\Task-C-Memorandum\General Working\2024-10-16-Kristopher Ranch Lawn Conversion\CAD\LP-Kristopher Ranch.dwg, LP102, Dec 20, 2024, 9:34am, mwalden

Docusign Envelope ID: 09CF475D-4932-4E5D-A146-B26430DDE9C

EXHIBIT A



KEYMAP

LEGEND

EXISTING TREE

EXISTING LAWN

PLANT SCHEDULE LP103

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WUCOLS	SPACING	QTY
SHRUBS					
	MUHLENBERGIA LINDHEIMERI LINDHEIMER'S MUHLY	1 GAL	LOW	60" o.c.	20

PLANT IMAGES

MUHLENBERGIA LINDHEIMERI

SCALE: 1" = 10'-0"

N

rrm design group
rrmdesign.com | (805) 543-1794

THE INCLUDED DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREIN ARE THE EXCLUSIVE PROPERTY OF RRM DESIGN GROUP AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF RRM DESIGN GROUP. VISUAL CONTACT WITH THESE DRAWINGS OR PRINTS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ANY UNAUTHORIZED USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE CONSIDERED A WAIVER OF RRM DESIGN GROUP'S RIGHTS.
RRM DESIGN GROUP COPYRIGHT 2024.
RRM IS A CALIFORNIA CORPORATION

CONSULTANT

AGENCY

KRISTOPHER RANCH LAWN CONVERSION

SIENA DRIVE

PLANTING PLAN

NO.	REVISION	DATE

PROJECT MANAGER

DRAWN BY | CHECKED BY

DATE
DECEMBER 2024

PROJECT NUMBER
3057-00-RC23

SHEET
LP103

SUBMITTAL #1

N:\2400\2926-01-RC21-Livermore-Turf-Renovation\Landscape-Architecture\Task-C-Memorandum\General Working\2024-10-16-Kristopher Ranch Lawn Conversion\CAD\LP-Kristopher Ranch.dwg, LP103, Dec 20, 2024 9:34am, mwalden

Docusign Envelope ID: 09CF475D-4932-4E5D-A146-B26430DEDE9C

EXHIBIT A



LEGEND

EXISTING TREE

EXISTING LAWN

PLANT SCHEDULE LP104

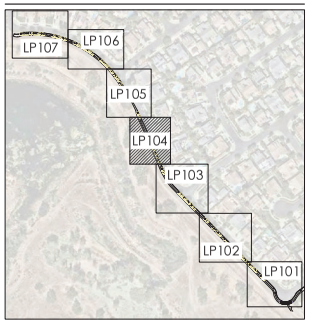
SYMBOL	BOTANICAL / COMMON NAME	SIZE	WUCOLS	SPACING	QTY
SHRUBS					
	MUHLENBERGIA LINDHEIMERI LINDHEIMER'S MUHLY	1 GAL.	LOW	60" o.c.	25

PLANT IMAGES



MUHLENBERGIA LINDHEIMERI

KEYMAP



0' 10' 20'
SCALE: 1" = 10'-0"

N

SUBMITTAL #1

rrm design group
rrmdesign.com | (805) 543-1794

THE INCLUDED DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREIN ARE THE EXCLUSIVE PROPERTY OF RRM DESIGN GROUP AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE PRIOR WRITTEN CONSENT OF RRM DESIGN GROUP. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ANY UNAUTHORIZED USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE CONSIDERED A WAIVER OF RRM DESIGN GROUP'S RIGHTS.
RRM DESIGN GROUP COPYRIGHT 2024.
RRM IS A CALIFORNIA CORPORATION

CONSULTANT

AGENCY

KRISTOPHER RANCH LAWN CONVERSION

SIENA DRIVE

PLANTING PLAN

NO.	REVISION	DATE

PROJECT MANAGER

DRAWN BY | CHECKED BY

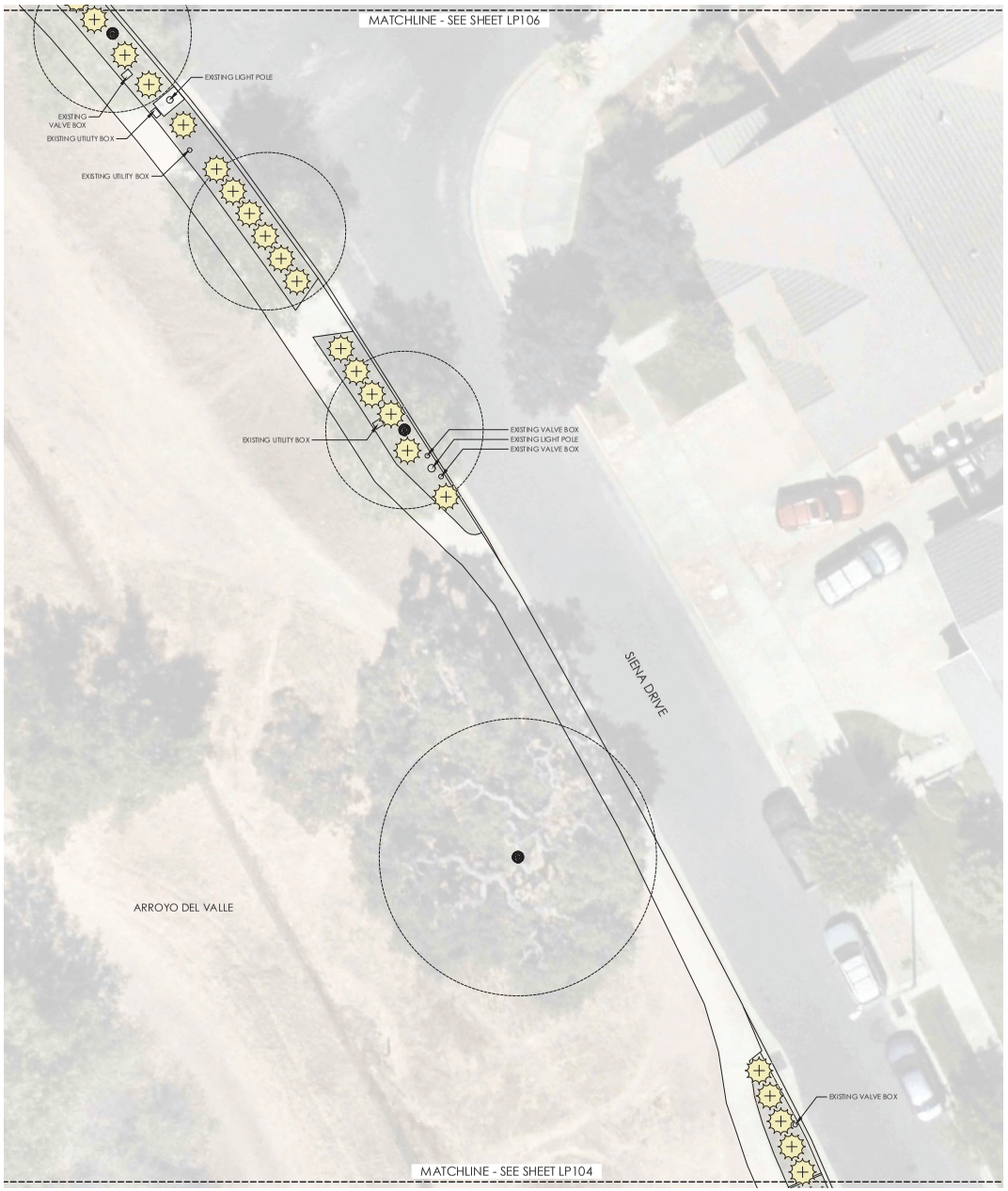
DATE
DECEMBER 2024

PROJECT NUMBER
3057-00-RC23

SHEET
LP104

N:\2400\2926\01-RC21-Livermore-Turf-Renovation\Landscape-Architecture\Task-C-Memorandum\General Working\2024-10-16 Kristopher Ranch Lawn Conversion\CAD\LP-Kristopher Ranch.dwg, LP104, Dec 20, 2024, 9:34am, mwalden

Docusign Envelope ID: 09CF475D-4932-4E5D-A146-B26430DEDE9C



LEGEND

EXISTING TREE

EXISTING LAWN

PLANT SCHEDULE LP105

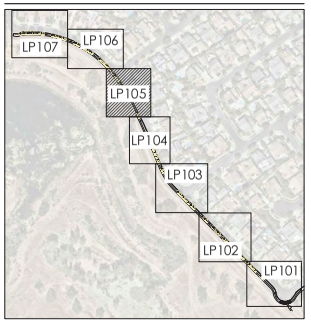
SYMBOL	BOTANICAL / COMMON NAME	SIZE	WUCOLS	QTY
SHRUBS				
	MUHLENBERGIA LINDHEIMERI LINDHEIMER'S MUHLY	1 GAL.	LOW	21

PLANT IMAGES



MUHLENBERGIA LINDHEIMERI

KEYMAP



0' 10' 20'
SCALE: 1" = 10'-0"

N

EXHIBIT A

rrm design group

rrmdesign.com | (805) 543-1794

THE INCLUDED DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREIN ARE THE EXCLUSIVE PROPERTY OF RRM DESIGN GROUP AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE PRIOR WRITTEN CONSENT OF RRM DESIGN GROUP. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ANY UNAUTHORIZED USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE CONSIDERED A WAIVER OF RRM DESIGN GROUP'S RIGHTS.
RRM DESIGN GROUP COPYRIGHT 2024.
RRM IS A CALIFORNIA CORPORATION

CONSULTANT

AGENCY

KRISTOPHER RANCH LAWN CONVERSION

SIENA DRIVE

PLANTING PLAN

NO.	REVISION	DATE

PROJECT MANAGER

DRAWN BY | CHECKED BY

DATE
DECEMBER 2024

PROJECT NUMBER
3057-00-RC23

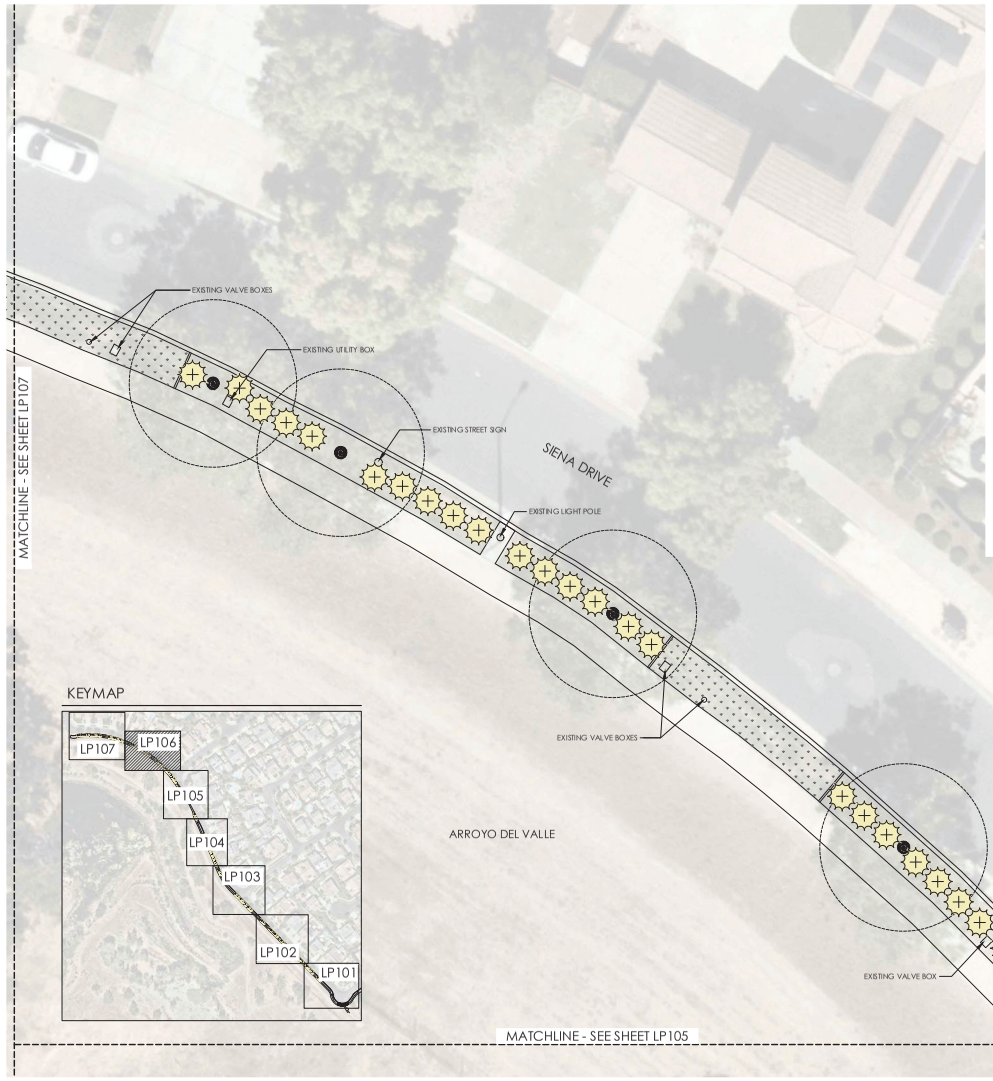
SHEET
LP105

SUBMITTAL #1

N:\2400\2926-01-RC21-Livermore-Turf-Renovation\Landscape-Architecture\Task-C-Memorandum\General Working\2024-10-16-Kristopher Ranch Lawn Conversion\CAD\LP-Kristopher Ranch.dwg, LP105, Dec 20, 2024 9:34am, mwalden

Docusign Envelope ID: 05CF475D-4932-4E5D-A146-B26430DEDE9C

EXHIBIT A



KEYMAP

PLANT SCHEDULE LP106

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WUCOLS	SPACING	QTY
SHRUBS					
	MUHLENBERGIA LINDHEIMERI LINDHEIMER'S MUHLY	1 GAL	LOW	60" o.c.	28

PLANT IMAGES



MUHLENBERGIA LINDHEIMERI

rrm design group
rrmdesign.com | (805) 543-1794

THE INCLUDED DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREIN ARE AND SHALL REMAIN THE PROPERTY OF RRM DESIGN GROUP AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF RRM DESIGN GROUP. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ANY UNAUTHORIZED USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE CONSIDERED A WAIVER OF RRM DESIGN GROUP'S RIGHTS.
RRM DESIGN GROUP COPYRIGHT 2024.
RRM IS A CALIFORNIA CORPORATION

CONSULTANT

AGENCY

KRISTOPHER RANCH LAWN CONVERSION
SIENA DRIVE

PLANTING PLAN

NO.	REVISION	DATE
1		
2		
3		
4		
5		
6		

PROJECT MANAGER

DRAWN BY | CHECKED BY

DATE
DECEMBER 2024

PROJECT NUMBER
3057-00-RC23

SHEET
LP106

SUBMITTAL #1

SCALE: 1" = 10'-0"

N

N:\2400\2926-01-RC21-Livermore-Turf-Renovation\Landscape-Architecture\Task-C-Memorandum\General Working\2024-10-16-Kristopher Ranch Lawn Conversion\CAD\LP-Kristopher Ranch.dwg, LP106, Dec 20, 2024, 9:55am, mwalden

Docusign Envelope ID: 09CF475D-4932-4E5D-A146-B26430DEDE9C

EXHIBIT A



LEGEND

EXISTING TREE

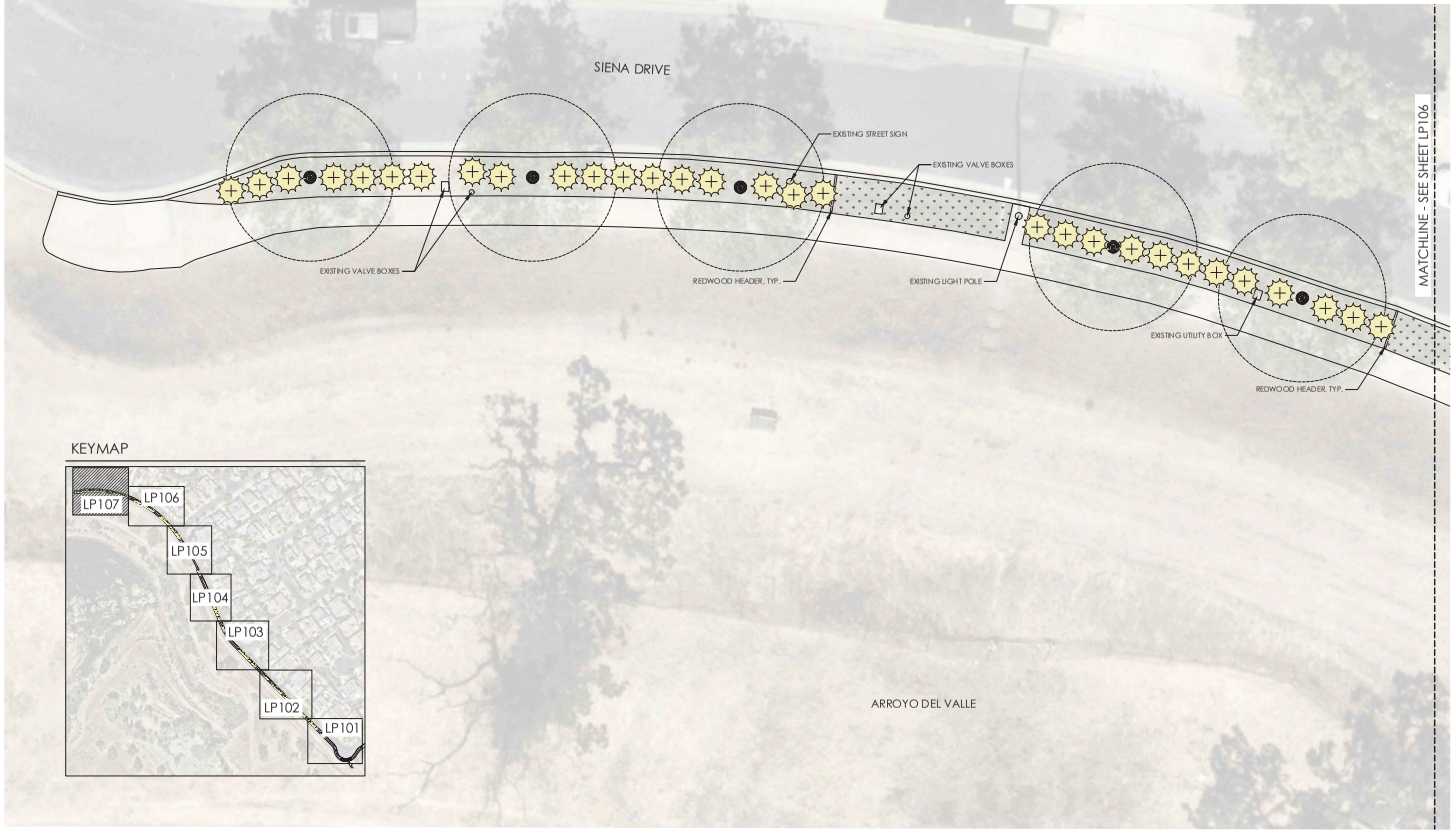
EXISTING LAWN

PLANT SCHEDULE LP107

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WUCOLS	SPACING	QTY
SHRUBS					
	MUHLENBERGIA LINDHEIMERI LINDHIMER'S MUHLY	1 GAL.	LOW	60" o.c.	30

PLANT IMAGES

MUHLENBERGIA LINDHEIMERI



KEYMAP

SCALE: 1" = 10'-0"

N

rrm design group
rrmdesign.com | (805) 543-1794

THE INCLUDED DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREIN ARE THE EXCLUSIVE PROPERTY OF RRM DESIGN GROUP AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE PRIOR WRITTEN CONSENT OF RRM DESIGN GROUP. VISUAL CONTACT WITH THESE DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ANY UNAUTHORIZED USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE CONSIDERED A WAIVER OF RRM DESIGN GROUP'S RIGHTS.
RRM DESIGN GROUP COPYRIGHT 2024.
RRM IS A CALIFORNIA CORPORATION

CONSULTANT

AGENCY

KRISTOPHER RANCH LAWN CONVERSION

SIENA DRIVE

PLANTING PLAN

NO.	REVISION	DATE

PROJECT MANAGER

DRAWN BY | CHECKED BY

DATE
DECEMBER 2024

PROJECT NUMBER
3057-00-RC23

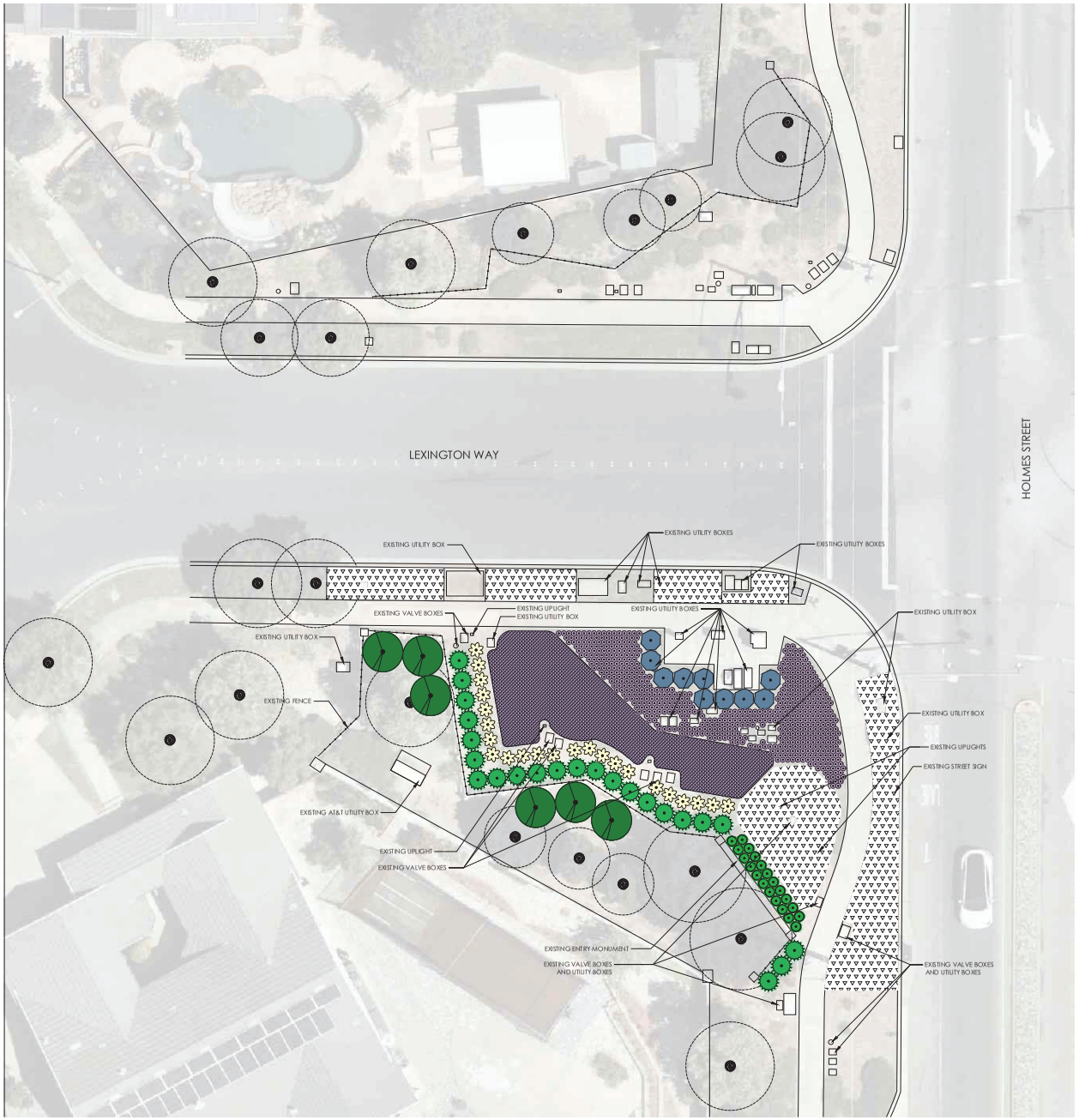
SHEET
LP107

SUBMITTAL #1

N:\2400\2926-01-RC21-Livermore-Turf-Renovation\Landscape-Architecture\Task-C-Memorandum\General Working\2024-10-16 Kristopher Ranch Lawn Conversion\CAD\LP-Kristopher Ranch.dwg, LP107, Dec 20, 2024 9:55am, mwalden

Docusign Envelope ID: 09CF475D-4932-4E5D-A146-B26430DEDE9C

EXHIBIT A



LEGEND

EXISTING TREE

PLANT SCHEDULE LP108

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WUCOLS	SPACING	QTY
SHRUBS					
	EUONYMUS JAPONICUS MICROPHYLLUS BOX-LEAF EUONYMUS	1 GAL.	MODERATE	24" o.c.	21
	OLEA EUROPAEA 'LITTLE OLLIE' LITTLE OLLIE OLIVE	5 GAL.	LOW	48" o.c.	10
	PHORMIUM COOKIANUM 'CREAM DELIGHT' CREAM DELIGHT MOUNTAIN FLAX	5 GAL.	MODERATE	36" o.c.	23
	RHAMNUS CALIFORNICA 'MOUND SAN BRUNO' MOUND SAN BRUNO COFFEEBERRY	5 GAL.	LOW	96" o.c.	6
	RHAPHIOLEPIS UMBELLATA 'MINOR' DWARF YEDDA HAWTHORN	5 GAL.	LOW	48" o.c.	23
GROUNDCOVERS TO SMALL SHRUBS					
	TEUCRIUM COSSONII MAJORICUM GERMANDER	1 GAL.	LOW	12" o.c.	614
GROUND COVERS					
	CEANOTHUS GLORIOSUS 'HEART'S DESIRE' HEARTS DESIRE CEANOTHUS	1 GAL.	LOW	48" o.c.	71
	LANTANA MONTEVIDENSIS 'ALBA' WHITE TRAILING LANTANA	1 GAL.	MODERATE	48" o.c.	141

PLANT IMAGES

SHRUBS


EUONYMUS JAPONICUS MICROPHYLLUS


OLEA EUROPAEA 'LITTLE OLLIE'


PHORMIUM COOKIANUM 'CREAM DELIGHT'


RHAMNUS CALIFORNICA 'MOUND SAN BRUNO'


RHAPHIOLEPIS UMBELLATA 'MINOR'

GROUNDCOVERS


CEANOTHUS GLORIOSUS 'HEART'S DESIRE'


LANTANA MONTEVIDENSIS 'ALBA'


TEUCRIUM COSSONII MAJORICUM

SCALE: 1" = 10'-0"

N

rrm design group
rrmdesign.com | (805) 543-1794

THE INCLUDED DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREIN ARE THE EXCLUSIVE PROPERTY OF RRM DESIGN GROUP AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE PRIOR WRITTEN CONSENT OF RRM DESIGN GROUP. VISUAL CONTACT WITH THESE DRAWINGS OR PRINTS THEREOF SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ANY REPRODUCTION OF THESE DRAWINGS OR PRINTS SHALL NOT BE CONSTRUED AS A PUBLICATION WHICH DESIGN GROUP'S RIGHTS.
RRM DESIGN GROUP COPYRIGHT 2024.
RRM IS A CALIFORNIA CORPORATION

CONSULTANT

AGENCY

KRISTOPHER RANCH LAWN CONVERSION
LEXINGTON WAY

PLANTING PLAN

NO.	REVISION	DATE

PROJECT MANAGER

DRAWN BY | CHECKED BY

DATE
DECEMBER 2024

PROJECT NUMBER
3057-00-RC23

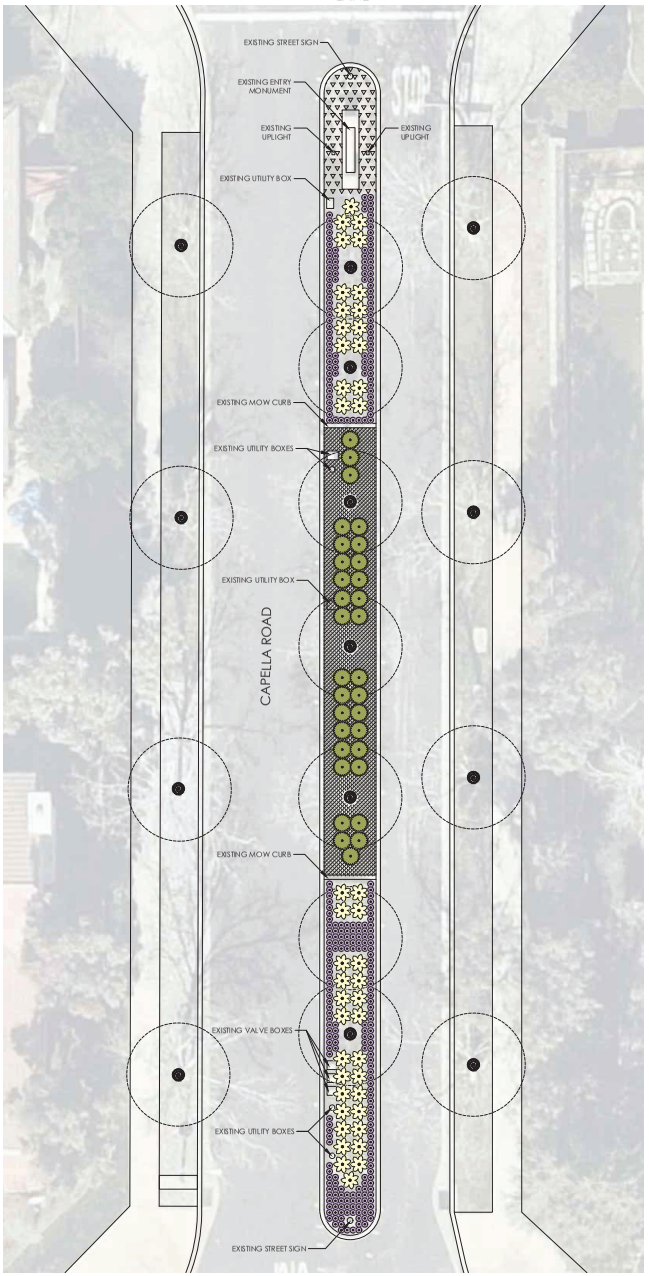
SHEET
LP108

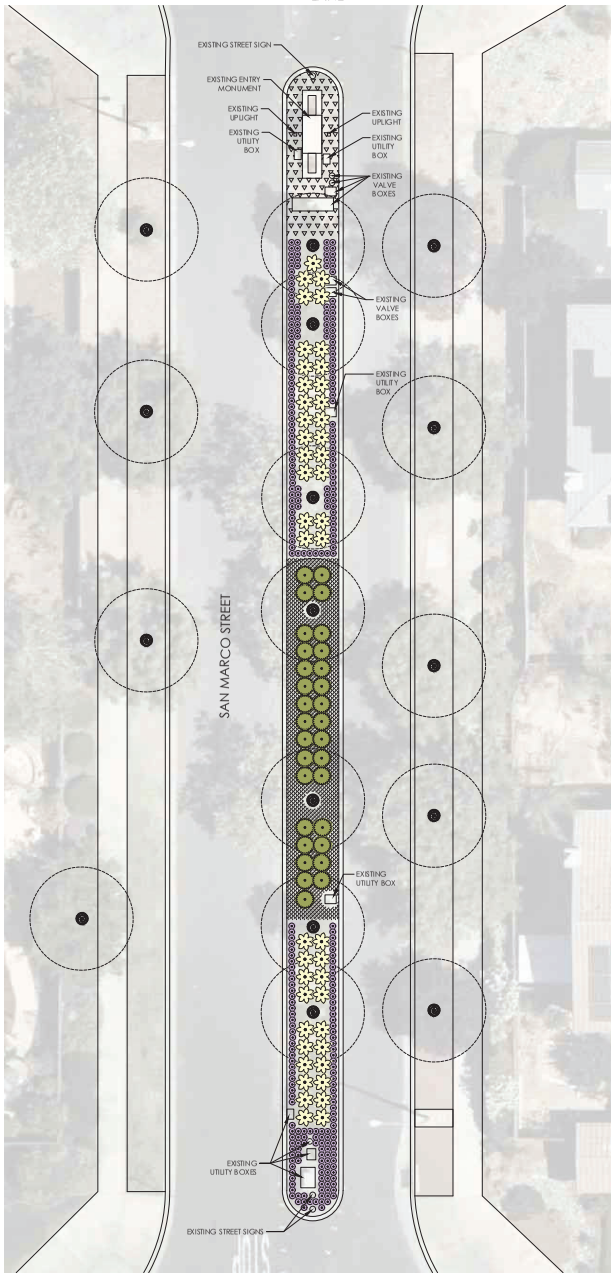
SUBMITTAL #1

N:\2400\2926-01-RC21-Livermore-Turf-Renovation\Landscape-Architecture\Task-C-Memorandum\General Working\2024-10-16 Kristopher Ranch Lawn Conversion\CAD\LP-Kristopher Ranch.dwg, LP108, Dec 20, 2024, 9:35am, mwalden

Docusign Envelope ID: 09CF475D-4932-4E5D-A146-B26430DEDE9C

EXHIBIT A





LEGEND

EXISTING TREE

PLANT SCHEDULE LP109

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WUCOLS	SPACING	QTY
SHRUBS					
	PHORMIUM COOKIANUM 'CREAM DELIGHT' CREAM DELIGHT MOUNTAIN FLAX	5 GAL.	MODERATE	36" o.c.	89
	WESTRINGIA FRUTICOSA 'MIA'S WONDER' MIA'S WONDER COAST ROSEMARY	5 GAL.	MODERATE	36" o.c.	63
GROUNDCOVERS TO SMALL SHRUBS					
	TEUCRIUM COSSONII MAJORICUM GERMANDER	1 GAL.	LOW	12" o.c.	572
GROUND COVERS					
	CEANOTHUS GLORIOSUS 'HEART'S DESIRE' HEARTS DESIRE CEANOTHUS	1 GAL.	LOW	48" o.c.	59
	LANTANA MONTEVIDENSIS 'ALBA' WHITE TRAILING LANTANA	1 GAL.	MODERATE	48" o.c.	10

PLANT IMAGES

NATIVE SHRUBS AND GROUNDCOVERS


CEANOTHUS GLORIOSUS 'HEART'S DESIRE


LANTANA MONTEVIDENSIS 'ALBA'


PHORMIUM COOKIANUM 'CREAM DELIGHT'


TEUCRIUM COSSONII MAJORICUM


WESTRINGIA FRUTICOSA 'MIA'S WONDER'

SCALE: 1" = 10'-0"

N

SUBMITTAL #1

rrm design group
rrmdesign.com | (805) 543-1794

THE INCLUDED DRAWINGS, SPECIFICATIONS, IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREIN ARE THE EXCLUSIVE PROPERTY OF RRM DESIGN GROUP AND NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE PRIOR WRITTEN CONSENT OF RRM DESIGN GROUP. THESE CONTRACT PROVISIONS, DRAWINGS OR SPECIFICATIONS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. ANY UNAUTHORIZED USE OF THESE DOCUMENTS SHALL BE CONSIDERED A VIOLATION OF RRM DESIGN GROUP'S RIGHTS.
RRM DESIGN GROUP COPYRIGHT 2024.
RRM IS A CALIFORNIA CORPORATION

CONSULTANT

AGENCY

KRISTOPHER RANCH LAWN CONVERSION
CAPELLA AND SAN MARCO

PLANTING PLAN

NO.	REVISION	DATE

PROJECT MANAGER

DRAWN BY | CHECKED BY

DATE
DECEMBER 2024

PROJECT NUMBER
3057-00-RC23

SHEET
LP109

N:\2400\2926-01-RC21-Livermore-Turf-Renovation\Landscape-Architecture\Task-C-Memorandum\General Working\2024-10-16 Kristopher Ranch Lawn Conversion\CAD\LP-Kristopher Ranch.dwg, LP109, Dec 20, 2024, 9:39am, mwalden

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

EXHIBIT B
FEE SCHEDULE

Contractor shall be compensated for the Services identified in Exhibit A to this Agreement as follows:

1. **Maximum Not-to-Exceed Amount**

A. The maximum Contractor shall be paid on this Agreement is the not-to-exceed amount set forth in Paragraph 15(a) of the Agreement, which is $320,000.00 ("not-to-exceed amount"). The not-to-exceed amount includes all payments to be made pursuant to this Agreement, including City-approved reimbursable expenses, if any. Nothing in this Agreement requires City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Contractor shall only be compensated for the reimbursable expenses identified in this Exhibit B, which may include items listed in subsection (i) of this Paragraph B of Exhibit B but shall expressly exclude items listed below in Section (1)(C) of this Exhibit B. Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in Section (1)(A) of this Exhibit B. Payments shall be based upon work performed by Contractor for City and accepted by the Project Manager. Additionally, items such as telephone, fax, postage, or freight are already included in the pricing for the Services and are not separately reimbursable. Contractor shall be reimbursed its direct expenses, which are the actual cost of the items that are reasonable, necessary, and actually utilized by Contractor in performing the Services.

(i) Markup of any parts and materials costs at a maximum of 30% of the price actually paid by Contractor for the parts and materials.

C. Items Ineligible for Reimbursement: The items listed below are not eligible for reimbursement:

(i) Contractor's travel time or travel expenses.

(ii) Any purchase or rental of, or for the time to procure, equipment, tools, software, or electronic applications to complete the Services identified in Exhibit A.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

(iii) Markup of: (a) expenses, fees, or charges for printing, reproduction, or binding of documents; or (b) any filing fees, permit fees, or other fees paid or advanced by Contractor.

D. Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. City will pay Contractor based on invoices for acceptable work performed and approved until the not-to-exceed amount is reached. Thereafter, Contractor must complete the Services based on the Agreement without additional compensation unless there is a material change to the Scope of Work by a written amendment executed pursuant to Paragraph 36 of this Agreement.

E. If the Services are completed before the not-to-exceed amount is reached, Contractor's compensation will be based on Contractor's invoices previously submitted for acceptable work performed and approved by the Project Manager.

2. **Pricing**

A. City shall compensate Contractor for the Services according to the following pricing:

Flat-Rate Pricing for Each Work Site Identified in Exhibit A

Pricing for Work Site 1: Arroyo Road	$59,120.00
Pricing for Work Site 2: Crater Road Parks	$111,610.00
Pricing for Work Site 3: East Avenue Greens	$64,490.00
Pricing for Work Site 4: Kristopher Ranch	$83,430.00
Total pricing for all work	**$318,650.00**

Per-Task Pricing for Additional Services Not Contemplated in the Landscape Planting Plans in Exhibit A to the Agreement

Plant 1-gallon shrub	$12.00
Plant 5-gallon shrub	$20.00
Plant 15-gallon tree per City specifications	$45.00

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

Materials Mark-Up for Additional Materials Not Contemplated in the Landscape Planting Plans in Exhibit A to the Agreement

Percent markup for additional materials	30%

B. Compensation shall be granted as approved by the Project Manager. Contractor shall not exceed published pricing as included in this Agreement unless authorized by the Project Manager in writing prior to the procurement of materials or the commencement of the task.

C. Contractor shall only bill for work after completion.

3. **Invoices**

Contractor shall submit invoices once per month which include a breakdown of costs, including the hourly labor rate, number of labor hours, date(s) of service, base cost for each part, parts markup, and sales tax, if any. Pricing for labor shall only be included when additional services, as described in Section 2 of this Exhibit B, are provided by Contractor.

Invoices shall be delivered via email to maintenance-request@livermoreca.gov.

Contractor shall provide receipts for parts, materials, and disposal costs only upon request by the Project Manager or administrative staff. If said receipts are requested, Contractor must provide said receipts to be eligible for payment on the labor or those parts, materials, or disposal costs. Contractor shall itemize taxable parts and materials on invoices.

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

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:
   $3,000,000 per occurrence/**$6,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

Docusign Envelope ID: 05CF475D-4932-4E5D-A145-B2643DDEDE5C

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. 6.7**

DATE: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution authorizing execution of a purchase order with 72 Hour LLC dba National Auto Fleet Group for one replacement Ford Super Duty F550 Truck with Scelzi Crane Body in an amount not-to-exceed $262,663.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing execution of a purchase order with 72 Hour LLC dba National Auto Fleet Group in Watsonville, California for the purchase of one replacement Ford Super Duty F550 truck with Scelzi Crane Body under Sourcewell contract #091521-NAF for a not-to-exceed amount of $262,663.

DECISION TYPE

Administrative

SUMMARY

Based on the City of Livermore's Fleet Policy and the 25-year Fleet Replacement Plan, it is time to replace WRD025, a 2008 Ford F350 sewer system service truck. Staff have determined that the vehicle that best meets the needs of the department is the 2026 F550 Super Duty with Scelzi Enterprises, Inc. and 72 Hour LLC dba National Auto Fleet Group is the local Sourcewell (formally National Joint Powers Alliance, NJPA) contractor for Ford vehicles in Watsonville, California.

DISCUSSION

The Ford F550 truck with the Scelzi service crane body is critical in performing routine maintenance, customer service repairs, and emergency service work on the City's Sewer Collection System, as well as at the remote lift stations. The service crane body allows staff to carry all the tools, components and parts needed to make repairs and perform maintenance in the field.

The City of Livermore's Fleet Policy recommends replacement of light duty trucks with service bodies at 7-10 years or 85,000 miles. This truck will be replacing a truck that is 18 years old that is equipped with

a crane that is not capable of hoisting the larger pumps and trench plates that the Collections section maintains and uses. The replacement of this truck with the addition of the crane capacity will allow the section to hoist pumps from the lift stations for maintenance and repairs and utilize trench plates on jobs that cannot be completed during the same day and need to be covered. This will allow staff the ability to perform service and repairs in less time and have a fully equipped vehicle for customer service and emergency calls.

Pursuant to LMC Section 2.68.370, staff recommends purchasing this replacement vehicle utilizing Sourcewell Acceptance and Award contract #091521-NAF. The Sourcewell bid procedure for the replacement vehicles meets the City's municipal code requirement and therefore can be awarded to National Auto Fleet Group. The Sourcewell Cooperative Purchasing Program assists local governments in reducing costs through this government-to-government procurement service. This program is available to local government entities and qualifying non-profit corporations. The City of Livermore is currently a registered member. The purchase through Sourcewell Acceptance and Award contract #091521-NAF will expedite the delivery of these replacement vehicles.

FISCAL AND ADMINISTRATIVE IMPACTS

The replacement purchase of this vehicle is budgeted in the Fleet Services Internal Service Fund (730) for FY 2025-26 and is identified in the Fleet 25-Year replacement plan.

COMMUNITY PILLAR

1: A City That Works

GOAL

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

ATTACHMENTS

1. National Auto Fleet Group Sourcewell Contract
2. National Fleet Auto Group Quote
3. Resolution

Prepared by: Scott Kooreman
Public Works Supervisor

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

DocuSign Envelope ID: CF25B13B-7B09-48BC-B85D-F1A7A7104FDA

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...

Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

ATTACHMENT 1

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

ATTACHMENT 1

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

ATTACHMENT 1

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "a" Distributor/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members. *
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License *
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none. *

ATTACHMENT 1

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none and the proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

ATTACHMENT 1

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

ATTACHMENT 1

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

ATTACHMENT 1

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

ATTACHMENT 1

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

ATTACHMENT 1

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

ATTACHMENT 1

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

9/18/2025

Quote ID: **33041**

Order Cut Off Date: **TBA**

Mr Scott Kooreman
CITY OF LIVERMORE

3500 Robertson Park Rd

Livermore, California, 94550

Dear Scott Kooreman,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2026 Ford Super Duty F-550 DRW (X5G) XL 2WD SuperCab 192" WB 84" CA, Scelzi QT 304726 Crain Body 161429.00 + 2%) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$75,645.00	$73,574.36	2.737 %	$2,070.64
Scelzi QT 304726 Crain Body 161429.00 + 2%		$164,657.58		
Tax (10.2500 %)		$24,418.77		
Tire fee		$12.25		
Total		$262,662.96		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Kevin Buzzard
Account Manager
Email: buzzard5150@gmail.com
Office: (626) 457-5590
Fax: (831) 480-8497

CHEVROLET FORD NISSAN TOYOTA BUICK CADILLAC GMC

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

2286 E. Date Ave.
Fresno, CA 93706
Phone: 559-237-5541
Fax: 559-237-5554
www.SEINC.com

Quotation

304726

***Date:** 9/17/2025, 3:56:25 PM*

***User:** Uribe, Ruben*

Bill To: NATIONAL AUTO FLEET GROUP
Attn: BUZZARD, KEVIN
1330 W. MAIN ST

ALHAMBRA, CA 91801
(714) 264-1867

Ship To: CITY OF LIVERMORE
Attn: Kooreman, Scott
3500 ROBERTSON
PARK ROAD
LIVERMORE, CA 94550
(925) 960-8032

Quote Date:	08/25/2025	**Salesman:**	Uribe, Ruben
Expiration Date:	09/24/2025	**Ship Via:**	SCELZI DROPSHIP
Sales Tax	Exempt @ 0.000%	**Terms:**	Net 30 w/ PO
		PO Number:	

Notes:

MOUNT IN FRESNO
PAINT BODY FORD SINGLE STAGE WHITE # Z1
AFT AXLE FUEL TANK - GAS

Qty	Part Number	Description	Total	Tax
1	CUSTOMER TRUCK	2026, FORD, F550, SUPER CAB, WHITE, GAS, DRW, 84" CA, VIN # TBA		$0.00

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

Quotation

304726

Date: 9/17/2025, 3:56:25 PM

User: Uribe, Ruben

1	SBD-CRANE	SCELZI WESTERN CRANE BODY MODEL # WCB-132-96-51-43-VO/V WITH 5,000 LB. TO 8,000 LB. CAPACITY RATED TORQUE BOX IN PASSENGER REAR COMPARTMENT 1EA - ALL LIGHTS L.E.D. 1EA - FULL HEIGHT FRONT BULKHEAD 1EA - 60" X 34" DRIVER'S SIDE FRONT COMPARTMENT WITH SCELZI ROLLER DRAWERS STARTING FROM THE BOTTOM WITH 1-6", 2-4" AND 5-3" DRAWERS WITH ADJUSTABLE SHELF ABOVE 1EA - 60" X 24" DRIVER'S SIDE 2ND FRONT COMPARTMENT WITH SCELZI ROLLER DRAWERS STARTING FROM THE BOTTOM WITH 1-6", 2-4" AND 5-3" DRAWERS WITH ADJUSTABLE SHELF ABOVE 1EA - HORIZONTAL COMPARTMENT DRIVER'S SIDE WITH (1EA) ADJUSTABLE SHELF 1EA - 60" X 34" PASSENGER SIDE FRONT COMPARTMENT WITH (3EA) ADJUSTABLE SHELVES 1EA - 60" X 24" PASSENGER SIDE FRONT COMPARTMENT WITH SCELZI ROLLER DRAWERS STARTING FROM THE BOTTOM WITH 1-6", 2-4" AND 3-3" DRAWERS WITH STATIONARY SHELF ABOVE 1EA - HORIZONTAL COMPARTMENT PASSENGER SIDE WITH (1EA) ADJUSTABLE SHELF 1EA - 5000-8000LB CRANE TORQUE BOX PASSENGER SIDE REAR 1EA - AUTOCRANE 5000LB CAPACITY CRANE MODEL # EHC-5 NEXSTAR 4 WIRELESS # 360646003 WITH 450 DEGREE NON-CONTIOUS ROTATION AND TETHER CABLE 1EA - BOOM REST 2EA - AUX BATTERIES WITH BATTERY BOXES AND IN LINE ISOLATOR 1EA - FULL HYDRAULIC UP, DOWN AND OUTRIGGER FOR CURBSIDE MOUNTED CRANE 1EA - PTO, PUMP AND TANK TO RUN HYDRAULICS 1EA - CRANE CERTIFICATION WITH A HORN, HORN BUTTON AND ALL WARNING STICKERS 1EA - 5 LB FIRE EXTINGUISHER MOUNTED IN REAR 24" COMPARTMENT PASSENGER SIDE 1EA - SPRING REINFORCEMENT BOTH SIDES @ REAR 1EA - VMAC 150 UNDERHOOD COMPRESSOR PLUMBED TO VMAC AIR DRYER	$160,499.00	T

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

Quotation

304726

Date: 9/17/2025, 3:56:25 PM

User: Uribe, Ruben

1EA - ELIMINATOR AIR COOLER DRYER #A800185 PLUMBED TO VMAC COMPRESSOR MOUNTED ON SHELF ABOVE HYD TANK IN CARGO AREA

1EA - 1" FILTER REGULATOR/LUBRICATOR # A700221

1EA - GRACO 3/4" X 50' XD30 SERIES HEAVY DUTY SPRING DRIVEN AIR & WATER HOSE REEL # GRHSLD5B MOUNTED TOP OF BODY PASSENGER SIDE PLUMBED TO F.L.R/V-MAC

1EA - RAASM 3/8" x 49' AIR HOSE REEL MOUNTED IN DRIVER'S SIDE REAR COMPARTMENT WITH FAIRLEAD AND BALL STOP OUT REAR END PANEL PLUMBED TO V-MAC

1EA - REELCRAFT CORD REEL WITH HAND LAMP, SPRING RETRACTED, NEMA 5-15R, 12 AWG, RED REEL COLOR, 45 FT LENGTH #L 4545 123 3, MOUNTED IN DRIVER'S SIDE REAR COMPARTMENT WITH FAIRLEAD OUT REAR END PANEL - WIRED TO INVERTER

1EA - CONE HOLDER MOUNTED AT FRONT BUMPER AREA - PASSENGER SIDE

1EA - 8" TALL FOLD DOWN TAILGATE

1EA - 29" REAR WORK DECK WITH ACCESS DOOR PASSENGER SIDE ONLY, AND OUTRIGGER CUTOUTS

*** NOTE: DROP REAR WORK DECK 5" ***

1EA - 1/4" VISE PLATE MOUNTED TOP OF REAR WORKDECK PASSENGER SIDE REAR

1EA - CLASS 5 RECEIVER HITCH WITH CLASS 4 REDUCER INSERT

1EA - TRAILER PLUG 7/4 OEM SOCKET

1EA - INSTALL FACTORY BACK UP CAMERA

1EA - POLYUREA SPRAY ON BED LINER APPLIED TO CARGO FLOOR, FRONT BULKHEAD, BOTH SIDES, BACK SIDE OF TAILGATE AND TOP OF STEP AREA ON REAR BUMPER

1EA - WAGAN TECH 5000-WATT INVERTER #3744 MOUNTED PASSENGER FRONT COMPARTMENT

*** NOTE: WIRE TO LIGHTED SWITCH IN DASH / LABELED INVERTER ***

6EA - WHELEN M6 V-SERIES AMBER STROBE LIGHTS, (2EA) IN GRILLE, (2EA) ON SIDES ON BODY ABOVE WHEELS, AND (2EA) AT REAR OF BODY WIRED TO SINGLE UPFITTER SWITCH IN CAB

1EA - SET OF LED ROPE LIGHTING FOR COMPARTMENTS WITH ROPE LIGHTS ON SIDES AND TOPS OF COMPARTMENTS WITH PIN SWITCH @ EACH DOOR, WHEN DOOR OPENS, LIGHT COMES ON, WHEN DOOR CLOSES LIGHT GOES OFF - WIRED TO UPFITTER SWITCH IN CAB

SCELZI ENTERPRISES, INC.
Premium Truck Bodies

Quotation

304726

***Date:** 9/17/2025, 3:56:25 PM*

***User:** Uribe, Ruben*

		2EA - 4.6" X 4.6" BUYERS #1492128 LED LIGHTS (1EA) SIDE AT REAR OF BODY - WIRED TO SINGLE UPFITTER SWITCH IN CAB	
1	LADDER RACK - 2x3x120	2" X 3" X .120 WALL FORKLIFT ACCESS - POWDER COATED WHITE *** NOTE: REAR LEGS TO MOUNT TO REAR OF 60" TALL COMPARTMENTS *** 2EA - 4.6" X 4.6" BUYERS #1492128 LED LIGHTS (1EA) SIDE AT BACK OF CAB AREA WIRED TO SINGLE UPFITTER SWITCH IN CAB 1EA - ARROW STICK TAC815 MOUNTED BELOW CROSSBAR BEHIND CAB WITH IN CAB CONTROLLER	$0.00
1	PDI	PRE-DELIVERY INSPECTION OF VEHICLE PER WORK ORDER	$150.00
1	HAZ MAT - HWD FEE	HAZARDOUS WASTE DISPOSAL FEE	$53.00
1	WEIGHT CERTIFICATE	WEIGHT CERTIFICATE OF COMPLETED UNIT	$47.00
1	TRANSPORTATION	ONE WAY YO LIVERMORE, CA	$680.00
		Sub Total	**$161,429.00**
		Sales Tax	**$0.00**
		Total	**$161,429.00**

DISCLAIMERS

TERMS: Standard terms are Net 10 Days, any deviations need to be in writing before production

CHASSIS: Scelzi Enterprises, Inc. is not responsible for flashing or modification of any chassis modules due to the installation of a body
Including but not limited to camera installation, erratic turn signal operation, etc

CHANGES: Each change after quote is accepted will constitute a $500.00 fee in addition to the cost of the change
No changes will be made to orders 2 weeks prior to production start date

DRAWINGS: Any changes to drawings after acceptance and 2 weeks prior to production start date will constitute a $500.00 fee or more at $150.00 per hour
No changes will be made to drawings 2 weeks prior to production start date

PAINT: Scelzi Enterprises, Inc. does not guarantee a perfect color match due to inconsistencies in factory paints and procedures

THIS WORK AUTHORIZED BY

DATE

Payment in full on completion of job if credit arrangements have not been made in advance

Estimate Prepared By:

The above quotation is submitted according to specifications submitted by customer. Any alterations or changes increasing production costs will be charged for accordingly.

Sales Rep: Uribe, Ruben

Sourcewell Quote ID: 33041

Name
Mr Scott Kooreman
(925) 960-8031
smkooreman@LivermoreCA.gov

Organization Name
CITY OF LIVERMORE

Address
3500 Robertson Park Rd
Livermore California
94550

Order Cut Off is TBA

Vehicle Configuration Options

ENGINE	
Code	**Description**
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, (STD)
TRANSMISSION	
Code	**Description**
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
TIRES	
Code	**Description**
TGM	Tires: 225/70Rx19.5G BSW Traction, -inc: 4 traction tires on the rear and 2 A/P tires on the front
PRIMARY PAINT	
Code	**Description**
Z1	Oxford White
SEAT TYPE	
Code	**Description**
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X4L	Limited Slip w/4.30 Axle Ratio
ADDITIONAL EQUIPMENT	
Code	**Description**
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp
52B	Trailer Brake Controller
535	High Capacity Trailer Tow Package, -inc: trailer brake wiring kit, Increases GCW from 32,500 lbs, to 40,000 lbs, Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, See Supplemental Reference for vehicle height consideration
68M	GVWR: 19,500 lb Payload Plus Upgrade Package 1, -inc: upgraded frame, upgraded rear-axle and low deflection/high capacity rear springs, Increases max RGAWR to 14,706 lbs, Note: See Order Guide Supplemental Reference for further details on GVWR
512	Spare Tire & Wheel, -inc: Excludes carrier, 6-Ton Hydraulic Jack
18B	Platform Running Boards

153	Front License Plate Bracket
59H	Center High-Mounted Stop Lamp (CHMSL)
61J	6-Ton Hydraulic Jack
61L	Front Wheel Well Liner (Pre-Installed)
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
43C	120V/400W Outlet, -inc: 1 in-dash mounted outlet
OPTION PACKAGE	
Code	**Description**
660A	Order Code 660A

2026 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD SuperCab 192" WB 84" CA

WINDOW STICKER

2026 Ford Super Duty F-550 DRW XL 2WD SuperCab 192" WB 84" CA

CODE	MODEL	MSRP
X5G	2026 Ford Super Duty F-550 DRW XL 2WD SuperCab 192" WB 84" CA	$68,400.00
	OPTIONS	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20, (STD)	$0.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	$0.00
TGM	Tires: 225/70Rx19.5G BSW Traction, -inc: 4 traction tires on the rear and 2 A/P tires on the front	$190.00
Z1	Oxford White	$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	$0.00
X4L	Limited Slip w/4.30 Axle Ratio	$395.00
67B	410 Amp Dual Alternators, -inc: 250 Amp + 160 Amp	$215.00
52B	Trailer Brake Controller	$300.00
535	High Capacity Trailer Tow Package, -inc: trailer brake wiring kit, Increases GCW from 32,500 lbs, to 40,000 lbs, Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability, See Supplemental Reference for vehicle height consideration	$580.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package 1, -inc: upgraded frame, upgraded rear-axle and low deflection/high capacity rear springs, Increases max RGAWR to 14,706 lbs, Note: See Order Guide Supplemental Reference for further details on GVWR	$1,155.00
512	Spare Tire & Wheel, -inc: Excludes carrier, 6-Ton Hydraulic Jack	$350.00
18B	Platform Running Boards	$445.00
153	Front License Plate Bracket	$0.00
59H	Center High-Mounted Stop Lamp (CHMSL)	$100.00
61J	6-Ton Hydraulic Jack	INC
61L	Front Wheel Well Liner (Pre-Installed)	$180.00
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	$515.00
43C	120V/400W Outlet, -inc: 1 in-dash mounted outlet	$225.00
660A	Order Code 660A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$73,050.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$2,595.00
TOTAL PRICE	**$75,645.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 -inc: Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking (STD)
Transmission: TorqShift 10-Speed Automatic -inc: SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and trail and transmission power take-off provision (STD)
4.10 Axle Ratio (STD)

EXTERIOR

Tires: 225/70Rx19.5G BSW A/P (STD)

WHEELS

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Driver Selectable Mode and Oil Cooler
Rear-Wheel Drive
68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
250 Amp Alternator
250 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
10110# Maximum Payload
GVWR: 18,000 lbs Payload Package
HD Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Upfitter Switches

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Reverse Opening Rear Doors
Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Fixed Antenna
6 Speakers
SYNC 4 Communication & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port
Wireless Phone Connectivity
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Power Rear Windows
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents

Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
Smart Device Integration
Ford Connectivity Package (1-Year Included) -inc: unlimited Wi-Fi hotspot, Included for 1-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Front Center Armrest w/Storage
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos Capability
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH 72 HOUR LLC DBA NATIONAL AUTO FLEET GROUP FOR A REPLACEMENT FORD SUPER DUTY F550 SERVICE TRUCK WITH SCELZI CRANE BODY IN AN AMOUNT NOT-TO-EXCEED $262,663

Section 2.68.220 (1)a of the Livermore Municipal Code states that the City Council shall award a contract for the purchase of supplies or equipment or general services of a value greater than $200,000 using the competitive bidding process as defined in LMC 2.68.330, with the exception being where supplies and equipment are purchased through a cooperative purchasing agreement pursuant to LMC 2.68.370.

Livermore Municipal Code section 2.68.370 allows for the purchase of equipment through a cooperative purchasing arrangement so long as the underlying purchase was made using a bid procedure at least as restrictive as the City's.

72 Hour LLC dba National Auto Fleet Group holds a Sourcewell Contract for passenger cars and light duty pickups including the Ford Super Duty F550. The Sourcewell bid procedure for replacement passenger cars and light duty pickups meets the City's Municipal Code requirements.

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

1. Authorizes the City Manager to execute a purchase order in an amount not-to-exceed $262,663 for the purchase and delivery of a 2025 Ford F550, with 72 Hour LLC dba National Auto Fleet Group in accordance with the terms, specifications and general provisions specified in Sourcewell contract 091521-NAF, and sections 2.68.370 of the Livermore Municipal Code.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Kimberly D. Cilley
Kimberly D. Cilley
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.8**

DATE: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution accepting the Livermore Downtown Inc Annual Report for Fiscal Year 2024-25 and authorizing the execution of a grant agreement with Livermore Downtown Inc. in the amount of $90,000 for Fiscal Year 2025-2026.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the Livermore Downtown Inc. Annual Report for Fiscal Year 2024-25 and authorizing the City Manager to execute a grant agreement with Livermore Downtown Inc. for grant activities from July 1, 2025, to June 30, 2026, in the amount of $90,000.

DECISION TYPE

Administrative

SUMMARY

The City's agreement with Livermore Downtown Inc. (LDI) dated November 26, 2024, requires LDI to provide an annual report outlining the organization's accomplishments during the previous year and describing its goals for the coming year (Exhibit A to the resolution). Staff recommends the City Council accept the Livermore Downtown Inc. Annual Report for Fiscal Year 2024-25 and authorize the execution of a grant agreement (Exhibit B to the resolution) with Livermore Downtown Inc. providing $90,000 from the General Fund for Fiscal Year 2025-26.

DISCUSSION

Since 1986, the City of Livermore, and for a time the former Redevelopment Agency, have provided annual grant funding to Livermore Downtown Inc. (LDI) as part of a common mission to enhance economic growth, assist downtown businesses, and promote the downtown and the City of Livermore. As required by the Grant Agreement, LDI has provided an Annual Report covering grant activities in Fiscal Year 2024-25, attached as Exhibit A to the Resolution. The report details the activities and accomplishments of the organization for the past year and also its plans for the coming year.

In FY 2024-25, LDI used the funds to meet its obligations under the agreement through events attracting a total of around three hundred thousand (300,000) people. Events include the year-round Sunday farmers market, Livermore Half Marathon, Downtown Street Fest, Summer farmers markets (Thirsty Thursdays and Family Nights at the Market), Witches Night Out, Kidz Town Halloween Hay Day, Earlier Than the Bird, Holiday Village, and the Holiday Sights and Sounds Parade. LDI also continued to partner with the City of Livermore on dissemination of pertinent information related to ongoing construction projects, outdoor dining policies, sound ordinances, Alcoholic Beverage Control (ABC) training for businesses, and other matters. LDI continued to enhance their website, as well as marketing and media efforts, including social media. This fiscal year, LDI's combined Instagram and Facebook followers has reached 38,600 and its newsletter subscribers has reached 8,000.

For this fiscal year, LDI will continue to partner with the City in promoting economic vitality and implementing sustainable business practices in the downtown, including educating downtown businesses on the City's Climate Action Plan. LDI will also expand on the Livermore Valley Made Initiative, Arts Promotion, and Livermore Valley Tourism efforts and programs, among other activities and programs highlighted in the attached Grant Agreement.

FISCAL AND ADMINISTRATIVE IMPACTS

The $90,000 has already been budgeted in the City's General Fund (Fund 001) for FY 2025-26.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

1: Lead efforts, in collaboration with internal and external partners, to provide effective communication and engagement with businesses.

ATTACHMENTS

1. Resolution
2. Exhibit A - Annual Report 2024-2025
3. Exhibit B - Grant Agreement with Livermore Downtown Inc.

Prepared by: Theresa de la Vega
Management 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 ACCEPTING THE LIVERMORE DOWNTOWN INC. 2024-2025 ANNUAL REPORT, AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH LIVERMORE DOWNTOWN, INC. IN THE AMOUNT OF $90,000 FOR FISCAL YEAR 2025-2026

Since 1986, the City of Livermore (City), and for a time, the former Redevelopment Agency, provided annual grant funding to Livermore Downtown Inc. (LDI) as part of a common mission to enhance economic growth, assist downtown businesses, and promote downtown and the City of Livermore.

As required by the grant agreement, a copy of the Livermore Downtown Inc. 2024-2025 Annual Report, attached hereto as Exhibit A, detailing the events and services provided to the City and Downtown merchants has been provided.

LDI's FY 2024-25 annual report shows that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City, and therefore Grantee's continuing operations should be supported through the proposed grant of $90,000 for the length of this grant agreement (July 1, 2025, to June 30, 2026).

As part of its continuing operations, Grantee will apply the grant funds to activities that promote proactive communication between downtown businesses and the City, encourage increased visitation to downtown, support small business growth within downtown, and similar activities outlined in the Grant Agreement, attached hereto as Exhibit B.

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

1. Accepts the Livermore Downtown, Inc. 2024-2025 Annual Report, which is attached hereto as Exhibit A, and is incorporated by this reference.

2. Authorizes the City Manager, or her designee, to execute the Grant Agreement with LDI, attached hereto as Exhibit B, in the amount of $90,000, for the period of July 1, 2025, through June 30, 2026.

3. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor adjustments to the Agreement.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 24, 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 – Annual Report 2024 - 2025
Exhibit B - Grant Agreement with Livermore Downtown Inc.

EXHIBIT A

LIVERMORE DOWNTOWN
CALIFORNIA
Where Brilliance Thrives!

2024-2025 Annual REPORT



PREPARED BY
KARA KLOTCHMAN
EXECUTIVE DIRECTOR

925-583-5242
executivedirector@livermoredowntown.com
www.livermoredowntown.com

LIVERMORE DOWNTOWN INC CALIFORNIA

2024/2025 Annual Report
Executive Summary

To: Brandon Cardwell
Innovation and Economic Development Director

From: Kara Klotchman
LDI Executive Director

We are proud to submit this 2024/2025 Annual Report as agreed upon in our City of Livermore Annual Grant Partnership.

Throughout the fiscal year, Livermore Downtown Inc. (LDI) continued its leadership in producing and facilitating some of Livermore's most cherished annual traditions. These events foster community connection, attract visitors, and remain among the highest sales-generating days for downtown businesses.

LDI strengthened its partnerships, events, and advocacy efforts, supporting economic growth through new business openings, expansions, and strong retention. We remained committed to business engagement by facilitating communication, hosting meetings, and providing training opportunities.

As an active contributor to downtown development planning, LDI advocates for thoughtful, sustainable growth while protecting the integrity of the downtown core. In collaboration with City staff, elected officials, and developers, we promote transparency and help keep the public informed during times of transition and construction.

LDI continues to hold its designation as a Certified and Accredited National Main Street Program, with support from dedicated committees of board members, business owners, and volunteers leading initiatives that promote long-term downtown vitality.

We are grateful for the ongoing support of our community, partners, and the City. Together, we will ensure Downtown Livermore remains a vibrant destination for residents and visitors. We look forward to another successful partnership in 2025/2026.

Kara Klotchman
Executive Director, Livermore Downtown, Inc.

LIVERMORE DOWNTOWN INC CALIFORNIA

Table of Contents

About Livermore Downtown Inc. 4

A Roadmap to Revitalization 5

Economic Vitality 8

Design 12

Organization 15

Promotion 25

Future Focus 36

Contact Us 36

LIVERMORE DOWNTOWN INC CALIFORNIA

About Livermore Downtown Inc.

Livermore Downtown Inc. (LDI) is a 501(c)3 Non-Profit, dedicated to the economic health and vitality of downtown Livermore. LDI is a certified and accredited National Main Street Program and 2009 Great American Main Street Award recipient. LDI is dedicated to focusing on the National Main Street's Four Point Approach to Downtown Revitalization.

LDI supports both the City of Livermore and local businesses by maintaining an up-to-date roster of downtown property owners and tenants, conducting ongoing outreach, and fostering strong relationships within the community. LDI assists businesses with permitting and compliance matters, acting as a key liaison between downtown businesses and city departments and leadership.

In partnership with the City, LDI helps identify design features and activate public spaces and programs essential to the vitality of both Downtown Livermore and the city as a whole. LDI also organizes monthly outreach meetings and collaborates with local partners to launch new communication initiatives addressing important issues such as homelessness, Alcoholic Beverage Control (ABC) regulations, and the City's Climate Action Plan.

Vision

Livermore Downtown Inc. is committed to keeping the heart of Livermore strong so the entire community can thrive.

Mission

Through partnerships, Livermore Downtown Inc. advocates for our downtown business community, by promoting economic growth, preserving our heritage, attracting tourism and fostering an environment where families want to live, work and play.

LIVERMORE DOWNTOWN INC CALIFORNIA

A Roadmap to Revitalization

California Main Street communities use the Main Street Approach to guide their revitalization efforts. The Main Street Approach is a comprehensive framework that helps communities identify their assets and competitive advantage, and build from those strengths. The Main Street Approach helps communities get started with revitalization, and grows with them over time.

- The Main Street Approach is centered around Transformation Strategies. A Transformation Strategy articulates a focused, deliberate path to revitalizing or strengthening a downtown or commercial district's economy.
- A program's work on Transformation Strategies should be organized around the Four Points: **Economic Vitality, Design, Promotion, and Organization.**
- A revitalization program's work – and its Transformation Strategies – need to be informed by a solid understanding of local and regional market data, and sustained and inclusive community engagement.



Transformation Strategies – generated through meaningful community engagement and informed by an analysis of the district's market position — help to guide a revitalization program's work. An effective Transformation Strategy serves a particular customer segment, responds to an underserved market demand, or creates a differentiated destination.



LIVERMORE DOWNTOWN INC CALIFORNIA

Transformation Strategies

Implemented through comprehensive work in four broad areas, known as the Four Points.



Economic Vitality

Economic Vitality focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

Design

Design supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

Organization

Organization involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district. Ensuring partners, funding, volunteers etc. are mobilized for the success of the program.

Promotion

Promotion positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics.

MAIN STREET AMERICA
2025 Accredited

MAIN STREET AMERICA

and

California Main Street

certify that

Livermore Downtown, Inc.

has been recognized as a

2025 Accredited Program

for meeting the standards of performance in 2024

Erin Barnes
President & CEO
Main Street America

Hannah White
Chief Impact Officer
Main Street America

CALIFORNIA MAIN STREET
PEOPLE SHAPING PLACES

MAIN STREET AMERICA
2025 Accredited

Organization

Economic Vitality

Design

Promotion

LIVERMORE DOWNTOWN INC CALIFORNIA

Economic Vitality

FREE Merchant Training

Business Inventory



Economic Vitality



Business Communications

Regular Business Meetings

The Lot on First Street (pop-ups)

Business Feedback Surveys



Economic Vitality

Economic Vitality

Businesses Inventory

2024/2025 Business Retention – Business turnover declined from the previous year, with three fewer closures reported compared to 2023/2024, signaling improved business stability. Additionally, the net number of jobs created rose by six, indicating continued economic growth and stronger workforce retention in the downtown area.

Total Jobs Gained	93
Total Jobs Lost	82
Net Jobs Gained	11

Businesses Gained	13
Businesses Lost	13
Net Businesses Gained	0

*see next page for detaild businesses open and closed

LIVERMORE DOWNTOWN INC CALIFORNIA

2024/2025 Businesses Opened & Closed

Business	Address	Opened	Closed	Jobs Lost	Jobs Gained
Board & Brush	1776 First Street		July '24	8	
Patxi's Pizza	2470 First Street		July '24	12	
Home Grown Hops	56 South Livermore Ave		Sept '24	6	
Prints & Pints	25 South Livermore Ave		Sept '24	4	
French Dips & More	2181 First Street		Sept '24	3	
The Bourbon Pear	2062 First Street	Oct '24			14
Tacos Livermore	2181 First Street	Nov '24			6
Steam House Coffee & Kava Bar	1935 Second Street		Oct '24	8	
Dare Devil Dogs	56 South Livermore Ave	May '25			4
Elegant Nails Salon	2026 First Street	Jan '25			8
Tips & Toes 2 Nail Spa	2026 First Street		Dec '24	8	
The Last Word	2470 First Street		Jan '25	10	
The Syndicate	2470 First Street	April '25			10
Pedigo Electric Bikes	1911-A Second Street		Jan '25	5	
Rose Beauty Bar	157 South N St	Jan'25			3
Livermore Barber Emporium	157 South N St		Jan '25	8	
Livermore Barber Emporium	2269 Third Street	Jan '25			8
Salon 144	144 South J Street	April '25			4
Jeffery Design House	166 South J. Street		May '25	4	
Falafel & Gyro Kabab House	2130 first Street		Feb '25	2	
Lapperts Ice Cream	2130 first Street	June '25			4
Breakfast at Midtown	1960 First Street	march '25			15
Farmers Insurance	2217 Second Street		March '25	4	
Femme Frame Photography Studio	2217 Second Street	June '25			2
Stampede-Livermore	1790 First Street	June'25			10
Honeycomb Cocktail Lounge	2321 First Street	June '25			5

LIVERMORE DOWNTOWN INC CALIFORNIA

Economic Vitality

Free Merchant Training

FREE four-part business workshop series presented by the National Main Street Association. The four-part workshop series was designed to equip Main Street businesses with the knowledge and tools needed to thrive both online and in the community. Topics: Building Your Digital Footprint, Managing Your Online Presence & Developing a Marketing Plan, Cultivating the Entrepreneurial Mindset and How to Master Soft Skills for Small Business Success.

Business Communications

Livermore Downtown Inc. (LDI) serves as a key liaison between downtown businesses and city departments, assisting with permitting, regulatory compliance, and other operational challenges. In addition, LDI communicates regulary with community stakeholders like the Chamber of Commerce and Winegrowers Association on business updates and collaboration opportunities.

The Lot on First St. (pop-ups)

Livermore Downtown Inc. (LDI) served as the primary point of contact and lead promoter for the City "Lot." LDI hosted a dedicated website portal to streamline access to information and applications for local businesses and makers interested in using the space. LDI staff worked closely with City staff to coordinate usage and ensure proper permitting. Additionally, LDI utilizes the Lot as an extension of its programming—hosting pop-ups, promotional activities, and other events to enhance downtown engagement.

Business Feedback Surveys

Livermore Downtown Inc. (LDI) conducts multiple business surveys and meetings throughout the year to assess satisfaction, gather feedback, and ensure our services remain relevant and valuable to the downtown business community.

Regular Business Meetings

*see above



LIVERMORE DOWNTOWN INC CALIFORNIA

Design

Monthly Construction Meetings

Neighborhood Preservation



Design



J Block Redesign

Parking Garage

The Lot on First Street (mural)

Climate Action Plan



Blacksmith Square Expansion

Design

Design

Monthly Construction Meetings

Livermore Downtown Inc. (LDI) continues to host monthly construction meetings to keep downtown merchants informed about ongoing projects. These meetings include representatives from the City of Livermore and key partners such as Maroon Bear, Comcast, AT&T, PG&E, California Water Service, and others.

Merchants are encouraged to ask questions and share feedback, helping to build strong working relationships and collaboratively address potential construction-related impacts. LDI also educates businesses on city plans and processes, serving as a vital communication bridge between the City and the downtown business community.

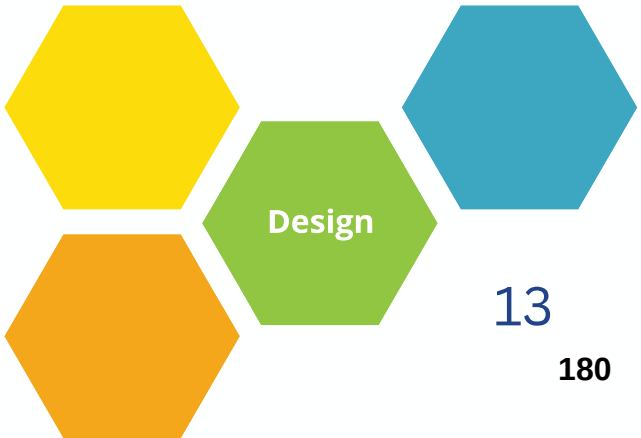
Meeting recordings are shared with all downtown businesses, and LDI sends regular email and text updates about construction activities and disruptions such as street closures. This proactive communication helps ensure transparency, minimize disruptions, and strengthen community engagement.

J Block Redesign, Parking Garage and Blacksmith Square Expansion

Livermore Downtown Inc. (LDI) maintains ongoing collaboration with the City and project managers, offering consistent feedback, facilitating communication, and helping to mitigate potential impacts on the downtown community.

Climate Action Plan

In 2024/2025, Livermore Downtown Inc. (LDI) continues its collaboration with the City's Climate Action Plan team to advance local sustainability initiatives. LDI remains committed to connecting downtown businesses with the Climate Action team by sharing updates, distributing surveys, and ensuring two-way communication. Designated LDI representatives continue to serve as liaisons, supporting both the organization and downtown stakeholders.



Design

Neighborhood Preservation

Livermore Downtown Inc. (LDI) regularly collaborates with the downtown code enforcement officer to educate businesses on city policies, including outdoor dining and signage regulations. LDI advocates for businesses while supporting the City in promoting compliance and fairness.

The Lot on First Street (mural)

Livermore Downtown Inc. (LDI) repainted The Lot September 2024

Organization

Livermore Downtown Partners

Bylaws



Organization



Sponsors & Grants

Committees

Volunteers

Board of Directors



Organization

Organization

Bylaws

The purpose of Livermore Downtown Inc. (LDI) is to operate exclusively for charitable, educational, and community development purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

Specifically, LDI is dedicated to supporting and promoting the economic vitality, cultural richness, and overall enhancement of Livermore Downtown. This includes, but is not limited to, supporting local businesses, engaging in downtown revitalization efforts, facilitating community events, advocating on behalf of merchants and property owners, and collaborating with public and private partners to create a vibrant, inclusive, and sustainable downtown environment.

LDI Bylaws establish the organizations structure, ensure legal compliance, guide operations and promote transparency and accountability. **LDI is currently reviewing and updating the Bylaws with completion anticipated by the end of the year.**

Livermore Downtown Partners

Livermore Downtown Inc. (LDI) supports and promotes all businesses within the designated downtown district. Additionally, LDI offers a voluntary membership (Partner in Main Street) program that provides enhanced benefits to downtown businesses, nonprofits, and destination-oriented enterprises.





Livermore Downtown Partners Breakdown

Downtown Businesses

Affinity for Beauty & Wellness Spa
Alpha Martial Arts
American Swim Academy
Aspire To Inspire Jiu-Jitsu
Azotea - Cocina & Cocktail Club
B12 Love
Bankhead Theater
Baughman's Western Outfitters
Big Apple Pizza
Bruno's Italian Cuisine
Cafe Calamari
Caratti Jewelers
Casa Orozco Mexican Restaurant
Compass - Barbara Benotto
CosmeticCandi Beauty Bar and Bikinis
Creative Healing Center
Debbie Byrnes Realtor
Demitri's Taverna
Dragonfly Yoga and Wellness
El Charro Mexican Food & Cantina
Fantasy Books & Games
First Street Alehouse
First Street Wine Company
Flaca's
Gene Morgan Insurance Agency
Good Chance Boutique
Good Morning Maxwell
Haque Chiropractic
Hops & Sessions
Immovable Tattoo
Intero Real Estate Services
Jeffery Design Studio
JOLLI Faces
Joya Yoga
KidStrong Livermore
Landmark Exteriors
Legacy at Livermore
Legacy Real Estate & Associates
LIV Beauty
Livermore Art Association
Livermore Barber Shop
Livermore Family Pet Hospital
Livermore Fusion Soccer Club
Livermore Heritage Guild
Livermore School of Dance
Livermore Valley Chamber of Commerce
LUX MD
Main Street Designs
Meadowlark Dairy
Mornings on First
Mozart, Earhart & Me
Muse & Mane Hair Studio
Orangetheory Fitness
Pedego Electric Bikes
Piazza For Hair
Pinot's Palette
Purpose-Built Trade Co.
Quest Science Center
Range Life
Rebel Kitchen & Libations
ReMax/Accord - Sherry Nigg
Riata Diner & Tavern
Robeks Juice
Roppongi Sushi
Rosetta Roasting
Salon Rebelle
Sauced BBQ & Spirits
Simply Fondue
Skin Philosophy by Kelly
Sons of Liberty Alehouse
SPARC Theater
Stampede
Strizzi's Restaurant
Sunrise Mountain Sports
Sweet Hope Naturals
Swirl on the Square
Tacos Livermore
TAG Real Estate Team
Tap 25
The Black Cat
The Cheese Parlor
The Fat Pigeon Bar
The Jake Fahnhorst Team
The Little and Brave LLC
The Lot on First
The Olive Oil Pantry and Tasting Room #2
Towne Center Books
Uptown Girls Boutique & Salon
Valley Dance Theatre
Verace Gelato
Vine Cinema and Alehouse
Wingen Bakery
Zephyr Grill & Bar



Destination Partners

3 Steves Winery
Almost Famous Wine Company
Charles R Vineyards
Concannon Vineyard
Cuda Ridge Wines
Darcie Kent Vineyards
Del Valle Winery
Fenestra Winery
JMC Cellars
Livermore Casino
Livermore Wine Trolley
Longevity Wines
Omega Road Winery
Rosa Fierro Cellars
Sakura Vineyard and Winery
The Signing Wine Maker
The Steven Kent Winery
Wente Vineyards
Wood Family Vineyards

Non-Profit Partners

Little League Intermediate World Series
Livermore Cultural Arts Council Inc.
Livermore Rodeo Foundation
Livermore Valley Craft Beer Foundation
Livermore Veterans of Foreign Wars post 7265
NAMI Tri-Valley (National Alliance on Mental Illness)
Tri-Valley Conservancy
Tri-Valley Pickleball Club



Organization

Sponsors

Thirsty Thursday at the Farmers' Market 2024/25
Herritage Estates - $3,000

Family First Night at the Farmers' Market 2024/25
Team Martial Arts - $3,000

Witches Night Out 2024
Caratti Jewelers - Giveaway Sponsor $3,000 (giveaway mirrors)
Jolli Faces - In-Kind Trade - Balloon Photo Backdrop
Joya - In-Kind Trade - Witch warm-up yoga

Kids Town Halloween Hay Day 2024
Marcel Orthodontics - Giveaway Sponsor $3,000 (giveaway treat bags)
Maroon Bear - Music & Costume Contest Sponsor $2,500

Earlier Than the Bird 2024
Uptown Girls Boutique & Salon - Giveaway Sponsor - $3,000 (giveaway belt bag)

Holiday Village 2024
Marcel Orthodontics - Santa Sponsor $2,500
A Cut Above Catering - Character Sponsor (1) $500

Holiday Sights & Sounds Parade 2024
Legacy at Livermore - Main Stage Sponsor - $2,000
Denise Faenzi-Williams - Secondary Stage Sponsor - $750
TAG Real Estate - Holly Jolly Sponsor - $500

Street Fest 2025 (see next page)



Organization

Sponsors

Street Fest 2025
Fremont Bank - Bankhead Stage Sponsor - $12,000
Maroon Bear - Stockmen's Park Stage Sponsor - $8,500
Joya - Season 2025 Wristband Sponsor - $5,000
Bay Home & Window - General Sponsor - $4,600
Renewal by Anderson - General Sponsor - $4,000
Leaf Home - General Sponsor - $4,000
Home Depot - General Sponsor - $4,000
Team Martial Arts - General Sponsor - $3,000
Ava Community Energy - General Sponsor - $4,000
San Joaquin Regional Rail Commission- General Sponsor - $2,000
Heritage Estates - General Sponsor - $3,000
Jolli Faces - Bankhead stage balloons - In-Kind Trade - Balloons for Stages
Livermore Vine publication - In-Kind Trade - Festival Marketing
Livermore Sanitation - In-Kind Trade - Garbage Dumpsters
City of Livermore - In-Kind Trade - Event Support
US Foods - In-Kind Trade - US Refrigerated Truck
Hoge Fenton - In-Kind Trade - Law Office Services
Wheels Bus (LAVTA) - In-Kind Trade - Festival Marketing/Free Bus Route

Grants

City of Livermore - Annual Grant - $90,000
City of Livermore Holiday Plan Grant - $85,250
Alameda County - $15,000
Alameda County Supervisor David Haubert
Collaborative with Wine Growers Association - $35,000



Organization

Committees

Livermore Downtown Inc. (LDI) operates through several committees and task forces, enabling us to work more efficiently by dividing responsibilities. These groups provide specialized focus, support informed decision-making, conduct detailed analysis, ensure balanced representation, and uphold accountability and oversight. The committees and task forces are made up of Board Members, Businesses and Community Volunteers and include the following:

- Budget Committee
- Executive Committee
- Events Committee
- Livermore Downtown Partners Committee
- Documents Committee
- Homeless Impacts and Solutions
- Downtown Public Art Oversight
- Responsible Hospitality Training (Restaurants/Bars)
- New Development Construction Marketing and Outreach
- Restaurant Committee
- Livermore Downtown Inc, Wine Growers Association and Alameda County Grant Project

Volunteers

"Volunteers are the heartbeat of every community event, turning plans into celebration and strangers into neighbors."

1,500 Volunteer Hours



Organization

Board of Directors

Executive Officers

President
Barbara Benotto
Compass
2059 Third Street
barbara@barbarabenotto.com

Vice President
Kelly Herrera
Skin Philosophy
411 S. L Street, Suite G
Kelly.skinphilosophy@gmail.com

Treasurer
Adam Feidy
First Street Alehouse
2106 First Street
Adamfeidy@gmail.com

Secretary
Aurora Nava
Flaca's
1848 First Street
flaca@flacassalsa.com

Past President
Bryan Wingen
Wingen Bakery
50 S Livermore Avenue
bryanwingen@gmail.com

Board Members

Emily Pope
Main Street Designs
2196 First Street
Popefamily4@yahoo.com

Isabel Guevarra
Jolli Faces
2612 Old First Street
jollifaces@gmail.com

Jeremy Troupe-Masi
Member-at-Large/JTM in the Kitchen
j.troupemasi@gmail.com

Charity Steele
Member-at-Large/TreSource
charity@tresource.com



Organization

Board of Directors

Liaisons

LPD Liaison
Officer Nathan Pearlman
Downtown Resource Officer
npearlman@livermoreca.gov

Property Owner Liaison
Sherry Nigg
Remax
1841 Fourth Street #E
sherrynigg@gmail.com

City of Livermore Liaison
Evan Branning
Council Member - City of Livermore Liaison
egbranning@livermoreca.gov

LARPD Liaison
Phil Pierpont
Sunrise Mountain Sports
2184 First Street
ppierpont@yahoo.com



Promotion



Partnerships

Events

Promotion



Social Media

Marketing

Website



Promotion

Promotion

Events

Livermore Downtown, Inc. (LDI) is dedicated to organizing events and festivals that serve and celebrate the Downtown community. These events play a key role in enhancing the energy and appeal of Livermore—not just as a Bay Area hotspot, but as a destination recognized nationwide. Our primary goal is to bring people into Downtown to support local businesses and experience the area's distinctive blend of wine country charm and western heritage. Visitors often return after their first experience, as reflected in the growing attendance at our festivals year after year.

LDI proudly produces the following annual events:

Year-Round Sunday Farmers Markets

Attendance: 1,500 each market (dependent on season)

In collaboration with Foragers Market, Livermore Downtown hosts a year-round farmers' market every Sunday. According to Foragers, attendance continues to rise steadily. The market remains a Downtown Livermore weekend staple, offering high-quality products from local farmers, food vendors, and local makers. Downtown businesses report a positive impact on Sundays, noting strong foot traffic and a significant crossover of market-goers becoming customers at nearby shops and restaurants.

Summer Farmers Markets

Attendance: 2,000 to 3,000 each market

A local and visitor favorite, the Summer Farmers' Market at Carnegie Park—hosted with Foragers Market—offers fresh produce, live music, and family fun every Thursday evening from April to October. Attendance remains steady, with slight seasonal variation.

On the Radar

LDI received feedback from restaurants on Thursday Market, citing concerns about too many food vendors, low foot traffic, and a shift away from a traditional farmers' market. After holding a meeting and survey with local restaurants, we're actively working on a solution that balances business and community needs.

Promotion

Events

Thirsty Thursday Farmers Markets

Attendance: 2,000 to 3,000 each market

From June through September, Livermore Downtown Inc. (LDI) hosts “Thirsty Thursdays” on the third Thursday of each month at the farmers’ market. Each event features a different local winery and brewery, offering a "By the Glass" experience that lets attendees explore the market with a drink in hand. Local bands provide live music, creating a lively atmosphere in Carnegie Park where the community gathers to enjoy fresh food, quality beverages, and great entertainment.

New for 2025: LDI is testing the return of event glasses with the limited-edition 2024 Street Fest Commemorative Glass! All beverages must be served in this glass. Guests are encouraged to bring back their 2024 glass for reuse throughout the Thirsty Thursday season. This trial will help LDI evaluate the feasibility and community response to bringing back reusable event glasses, with the long-term goal of reducing waste from disposable cups. In addition, LDI had leftover glassware we were able to put to good use to prevent waste and additional expenses.

Family First Nights at the Market

Attendance: 3,000 each market

On the first Thursday of each month from June to September, LDI hosts Family First Nights at the Farmers Market—an evening dedicated to family-friendly fun. Local businesses and vendors offer engaging activities for kids, along with live entertainment. These events create a welcoming and enjoyable experience for Livermore’s growing community of young families.

Promotion

Events

Witches Night Out

Attendance: 6,000

Witches Night Out continues to grow in popularity and is now one of Livermore Downtown Inc.'s (LDI) most highly anticipated events, drawing thousands from the Tri-Valley and beyond. Held midweek, the event is designed to energize Downtown during typically slower days, creating a strong economic boost. Businesses consistently report some of their highest sales during this event. By staggering shopping and dining times, the event keeps restaurants and retailers busy throughout the evening. LDI also pre-books restaurant reservations and offers a pass with exclusive shopping specials and discounts—resulting in thousands of dollars spent in the Downtown district.

20 Retail Participants

18 Restaurant Participants

100% of participants reported increase in sales compared to standard Wednesday night. Some reported up to 300% increase!

Kidz Town Halloween Hay Day

Attendance: 12,000

Kidz Town Halloween Hay Day remains a cherished family event in Downtown Livermore, transforming Stockmen's Park into a festive Halloween celebration with games, music, trick-or-treating, and more. Families also visited downtown businesses for treats. LDI partnered with Quest Science Center to offer hands-on science activities, and the costume contest drew over 750 participants, judged by local community partners.

57 Merchant Participants

15 Business Booths

Promotion

Events

Earlier Than The Bird
Attendance: 2,000

Earlier Than the Bird Outpaces Black Friday & Small Business Saturday! Earlier Than the Bird is the Livermore Downtown Inc. (LDI) annual retail event held the Saturday before Thanksgiving, strategically timed to kick off holiday shopping ahead of Black Friday and Small Business Saturday. Shoppers are encouraged to roll out of bed in their pajamas and head Downtown for early deals, giveaways, raffles, and prizes.

This event consistently delivers the biggest retail day of the year for Downtown, with 100% of participating businesses reporting higher-than-average sales—surpassing other major shopping days. The event not only drives strong economic impact but also reinforces the importance of supporting local businesses at the start of the holiday season.

Holiday Village at Carnegie Park
Attendance: 5,000

Holiday Village takes place on the first Friday of December, just before the Holiday Parade, transforming Carnegie Park into a festive wonderland filled with holiday music, carolers, cheerful characters, and of course—Santa.

LDI welcomed Livermore Valley Made small and micro businesses to pop up and sell unique, handcrafted local goods, while partnering with community businesses to offer themed activities. Guests enjoyed local wine and beer and free photos with Santa. The event encourages residents to skip the big box stores and shop, dine, and celebrate locally—keeping holiday dollars right here in Livermore.

Promotion

Events

Annual Holiday Sights and Sounds Parade

Attendance: 12,000

LDI proudly hosted the Holiday Sights & Sounds Parade, a festive celebration featuring marching bands, dazzling light displays, holiday music, and a visit from Santa himself! As LDI's largest community give-back event, the parade brings our mission to life: supporting downtown businesses, fostering economic growth, preserving local heritage, and creating a vibrant, family-friendly atmosphere.

In collaboration with local organizations, the event welcomed over 60 entries—including first responders from LPFD and the Livermore Police Department, local businesses, schools, and nonprofits—coming together to celebrate the spirit of the season and the Livermore community.

Holiday Spirit Plan

LDI was provided a grant agreement from the City of Livermore totaling $85,250 to support downtown businesses and mitigate the impacts of the L-Street parking garage during the holiday season. This grant report was submitted in detail March 1, 2025 and included details on the following hi-lights:

- Holiday Spirit Mini-Grant: providing small grant to businesses for holiday decor enhancements to create a festive atmosphere.
- Gift Livermore Holiday Gift Card: incentive program offering bonus gift cards
- Holly Jolly Trolley: Free shuttle service December 1st - January 5th
- Destination Marketing Video: "Discover Livermore"
- Roaming Carolers
- Putter's Holiday Pop-Up at the Lot
- Marketing: Social Media, Contests and Giveaways

"The 2024 holiday was our best holiday season by far in 41 years of business."
-Main Street Designs

Promotion

Events

Livermore Half Marathon
Attendance: 3,000

LDI partnered with Mascot Sports to bring a 13.1 mile race Downtown Livermore and into the beautiful back roads of our thriving wine country. The race drew experienced runners from all over the U.S., many of whom commented that the Livermore Half Marathon was the best and most beautiful race they had ever participated in. Upon completion of the race, the runners were awarded with a beautiful custom made medal and were then given complimentary passes for wine and beer tasting in Downtown featuring Livermore Valley wineries and breweries along with local live entertainment.

Livermore Downtown Street Fest
Attendance: 80,000 over two days

The Livermore Downtown Street Fest, the Livermore Valley's signature event drawing visitors from across the Tri-Valley and beyond , was once again a huge success—highlighting the best our community has to offer. This vibrant celebration brings together local vendors, wineries, breweries, bands, and businesses, creating a true showcase of all things local while strengthening community spirit and supporting the local economy.

During Street Fest, Livermore Downtown Inc. promotes "Festival Features," a campaign that highlights what downtown businesses are offering throughout the weekend—such as special sales, limited-time menu items, giveaways, and discounts. This initiative helps drive visitors into local shops and restaurants. In our post-event survey, nearly all participating businesses reported higher sales compared to a typical weekend, with only one business noting lower-than-average sales.

The event also created over 100 local job opportunities, including roles for security, production, and event staff. Additionally, Street Fest served as a platform for community service, with over 60 volunteers from local groups such as Livermore High School, National Charity League, Spawns of Skatin', and others contributing their time and earning volunteer hours.

Promotion

Partnerships

Livermore Downtown Inc. (LDI) is dedicated to building strong, lasting relationships within the downtown community and beyond. As a connector between the City and local stakeholders, LDI fosters collaborations that strengthen our business ecosystem and support Livermore's continued success.

We're proud to partner with organizations such as Tri-Valley Community Television, Livermore Valley Made Makers, Livermore Cultural Arts Council, the Chamber of Commerce, LLNL, the Livermore Rodeo Foundation, Visit Tri-Valley, Innovation Tri-Valley, and many others. These partnerships enhance community initiatives and contribute to Livermore's economic and cultural vitality.

LDI has also developed new collaborations with the following organization:

Alameda County Supervisor David Haubert and Livermore Valley Winegrowers Association

Livermore Downtown Inc. (LDI) received a $35,000 grant from Alameda County Supervisor David Haubert to support tourism promotion for Livermore Wine Country and Downtown Livermore.

LDI allocated $8,000 of the grant to launch the "Sip With Us Livermore" free corkage program. Throughout September, 15 Downtown restaurants waived corkage fees for guests who brought in wine produced in Livermore. Participating restaurants were fully reimbursed for the waived fees. This initiative successfully promoted both Livermore wineries and Downtown dining, encouraging local wine appreciation and increased restaurant traffic.

LDI is currently working with Alameda County Supervisor David Haubert and Livermore Valley Winegrowers Association on additional ideas to cross promote both Livermore Downtown and Wine Country with the additional $27,000.

Promotion

Social Media

Livermore Downtown Inc. remains a leader in social media engagement across the Livermore Valley. Our Instagram account, @livermoredowntown, serves as a trusted source for locals and visitors alike, providing up-to-date information on Downtown events, businesses, and activities—playing a key role in tourism and community engagement.

We follow digital best practices while continuously exploring creative ways to connect with our audience. Partnerships are essential to our growth, allowing us to effectively promote Downtown Livermore as a vibrant, must-visit destination and grow our active, engaged following.

In addition to regular content, we amplify the voices of our Downtown partners by sharing their posts and promotions. We've also introduced "Free For All Friday," a new initiative that allows all Downtown businesses—not just LDI partners—to share their events, specials, and updates, further strengthening collaboration and visibility throughout the district.

Newsletter

LDI distributes a weekly Events & Entertainment newsletter highlighting activities from both LDI and our Downtown business partners. In addition to promoting events, the newsletter serves as a key communication tool for sharing important updates with Downtown businesses—covering upcoming events, meetings, projects, and more. This interactive resource allows readers to easily access event links, purchase tickets, watch videos, and download flyers, maps, and other materials.

Website

The LDI website, livermoredowntown.com, serves as a central hub for information about Downtown Livermore and the city as a destination. It features details on LDI events, a business directory, a community event calendar for businesses to share their happenings, and spotlights on local Livermore Makers and bands. Visitors can also find “Plan Your Visit” resources, including directions and tips for exploring Livermore.

Promotion

Social Media, Newsletter & Website Statistics

Analytics confirm that our website, newsletter and social media platforms are highly effective for both promotion and outreach. Downtown businesses report that a substantial share of their ticket sales and foot traffic can be directly linked to LDI's digital channels.

Social Media:

Most followed hospitality, tourism, and event based group in the Livermore Valley.

2023/2024
24,500 Subscribers

2024/2025
24,793 Subscribers

2023/2024
11,200 Subscribers

2024/2025
13,600 Subscribers

Newsletter:

50% Open Rate

2023/2024
7,000
Subscribers

2024/2025
8,039
Subscribers





Promotion

Marketing

Livermore Downtown Inc. (LDI) undertakes a variety of marketing initiatives throughout the year to promote both the Livermore Downtown area and the city as a whole.

Visit Livermore Valley Video

LDI produced a social media-based promotional video titled "Visit Livermore Valley," featuring new marketing imagery designed for use across all platforms. Approximately one minute in length, the video showcased not only Downtown Livermore but also key highlights throughout the Livermore Valley. Funds were used to boost the video on Livermore Downtown's Facebook and Instagram accounts, and a contest/giveaway component was incorporated to enhance audience engagement.

Collaborative Marketing & Featured in the Media!

This year LDI collaborated and was featured across several local and regional media platforms including:

Livermore Vine and Pleasanton Weekly
Independent
Patch
TV30
KRON4
LoveLivermore
Little League World Series
Global AVA Summit
SF Gate
The Mercury News
San Fransisco Chronicle
East Bay Times
WhatNow

LIVERMORE DOWNTOWN INC CALIFORNIA

Future Focus 2025/2026

Livermore Downtown Inc. (LDI) is currently undergoing a period of transition. The new Executive Director joined the organization in mid-March and immediately stepped into the planning and execution of the annual Street Fest. With that major event successfully completed, LDI is now focused on continuing our staple events and services along with a range of new initiatives. LDI is setting its sights on a strong and vibrant 2025–2026. Current and upcoming priorities include:

- Internal streamlining and program reorganization
- Downtown Partners in Main overhaul
- Surveying businesses needs and concerns
- New event feasibility
- Business Training
- Regular Business Mixer/Meeting checkin
- Collaboration/Marketing efforts with similar local organizations and groups

Contact Us

925-583-5242
executivedirector@livermoredowntown.com
livermoredowntown.com

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

GRANT AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE DOWNTOWN, INC.

FOR FISCAL YEAR 2025-26

THIS AGREEMENT, entered into this _____ day of _____, 2025 between the City of Livermore, a municipal corporation ("**City**"), and Livermore Downtown, Inc., a California non-profit corporation ("**Grantee**").

RECITALS

A. The City is entering into a grant agreement with Grantee for fiscal year 2025-2026.

B. The Grantee's mission is to advocate for the downtown business community by promoting economic growth, preserving our heritage, attracting tourism and fostering an environment where families want to live, work and play.

C. The City has determined that the goals and activities of the Grantee are consistent with the Marketing and Economic Development goals of the City and therefore should be supported through the proposed grant of $90,000.00 for the length of this agreement, which will enhance and support the City's marketing and economic development efforts, including identifying the City as an underwriter of the Grantee's work.

AGREEMENT

NOW THEREFORE, the parties agree that the above recitals are true and correct and further agree as follows:

1. Grant Activities. Grantee is responsible for its continuing operations. As part of its continuing operations, Grantee will apply the Grant funds to activities that promote proactive communication between downtown businesses and the City, encourage increased visitation to downtown, support small business growth within downtown, and similar activities as outlined in Exhibit "A" ("**Grant Activities**").

2. Grant Amount. The City will issue, and Grantee will use, funds in the amount of $**90,000.00 (**the "**Grant Funds**") to perform the activities consistent with the terms and conditions of this Grant Agreement. City will provide the Grant Funds to Grantee within 30 days of the date on which this Agreement is executed by both the City and Grantee**.**

3. Time for Performance. Grantee shall complete its Grant Activities prior to **June 30, 2026.**

4. Recognition of City Grant Funds. Grantee shall acknowledge City's award of Grant Funds in all appropriate materials and media. The acknowledgment shall read, "Underwritten in part from the City of Livermore" or similar language, unless the City is a part of a list of other

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

underwriters, in which case the City may be acknowledged as, “City of Livermore” Grantee shall display the City’s logo whenever logos are displayed, and in accordance with the City logo use guidelines, which are included as Exhibit “C” to this Grant Agreement.

5. Independent Contractor. Nothing contained in this Grant Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the City and Grantee. The City shall have no role in approving, planning, sanctioning, authorizing or controlling the Grant Activities or any activity Grantee undertakes. Grantee shall at all times remain an independent contractor with respect to the services funded by this Grant Agreement. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance stemming from any of Grantee’s work, as Grantee is an independent contractor.

6. Annual Report. Grantee shall prepare an annual written report and submit to the City's Project Manager, Brandon Cardwell, no later than July 5, 2026. The annual report must identify the Grant Activities completed and in process, the Grant Funds spent to date, and the anticipated costs for completing the outstanding Grant Activities.

7. Documentation and Recordkeeping

(a) Grantee shall maintain records providing a full description of each such Grant Activity and the date(s) on which the activity occurred.

(b) Grantee shall retain all records pertinent to expenditures incurred in the performance of the Grant Activities under this Grant Agreement and expenditure of Grant Funds for a period of two (2) years after the end of any activity funded pursuant to this Grant Agreement.

8. Suspension, Termination, Return of Funds

(a) City may suspend or terminate this Grant Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following: (1) failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or (2) ineffective or improper use of the Grant Funds provided under this Agreement.

(b) The City’s notice of termination for cause must be provided in writing at least ten (10) calendar days before the effective date of termination.

(c) In the event the City terminates this Grant Agreement for cause, Grantee shall return all of the Grant Funds awarded which shall be submitted to the City’s General Fund for reallocation.

9. Hold Harmless. Grantee agrees to defend, indemnify, and hold City, elected officials, officers, directors, employees, agents, and designated volunteers harmless from and against any and all loss, liability, damage, including reasonable attorney’s and expert fees and/or court costs, arising out of the performance of the Grant Activities under this Grant Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

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

11. Amendment. 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.

12. Notices. Any notice required or permitted under the terms of this Agreement shall be effective upon receipt in writing either by personal service upon the authorized agent for the party, or by mailing the notice via U.S. Mail to the party as follows:

TO CITY: City of Livermore
Attn: Brandon Cardwell
Director of Innovation and Economic Development
1052 S. Livermore Avenue
Livermore, California 94550

TO GRANTEE: Livermore Downtown, Inc.
Attn: Kara Klotchman
Executive Director
2155 Third Street
Livermore, CA 94550

13. Waiver. Failure to insist upon the strict performance of any term or conditions in this Grant 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**.**

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

15. Counterparts. This Grant Agreement may be executed in counterpart by delivering a facsimile or secure electronic copy of the signed agreement to the other party, followed by delivery of the original documents bearing the original signatures. Failure to deliver the original documents does not affect the enforceability of this Agreement.

****

Signatures and Attachment List on the Next Page

EXHIBIT B

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

GRANTEE:
Livermore Downtown, Inc.

Signed by:
Kara Klotchman
03E85985159045E...
Kara Klotchman
Executive Director

Dated:
9/12/2025 | 3:09 PM PDT

CITY OF LIVERMORE:

Marianna A. Burch
City Manager

Dated:

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099E65715704E2...
Tara Mazzanti
Acting City Attorney

APPROVED AS TO INSURANCE:

Signed by:
Amber Hatfield
12BC7F4D08224F6...
Amber Hatfield
Risk Management Analyst

Attachments:
Exhibit A – Grant Activities
Exhibit B – Insurance Requirements
Exhibit C – City Logo Use Guidelines

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

Exhibit A

Grant Activities
FY 2025-2026

Economic Vitality

1) Identify and engage with specific support organizations for all downtown industries to increase their support systems available (ie. Fitness, Health and Beauty, Retail Shops).
2) Actively recruit business investment and activation strategies for City owned historic properties in downtown Livermore.
3) Develop and Market Business Retention and Recruitment Programs, including tracking of potential and new downtown businesses.
4) Work with businesses on permitting and compliance issues.
5) Provide ongoing tenant and property owner outreach and interaction to inform businesses of City plans, processes and protocols.
6) Maintain Downtown Property Owner and Tenant Roster.
7) Host Monthly meetings with downtown businesses, property owners and City Staff to maintain clear communication on construction impacts, parking and public space use.
8) Communicate to the public updates on key Downtown revitalization projects.
9) Work with the City of Livermore to educate the downtown businesses on the City's Climate Action Plan, inviting businesses to actively participate and implement sustainable business practices where applicable.

Design

1) Interface with City Code Enforcement and business owners regarding possible nuisances and zoning code violations.
2) Provide input and direction on downtown Bike Corrals, Public Art and Wayfinding Signage.
3) Activate the Lot on First with community and business-supporting uses.
4) Assist in efforts regarding homeless impacts and solutions.

Promotion

1) Expand on Livermore Valley Tourism efforts and programs to expand on destination marketing and hospitality support, as well as arts promotion.
2) Manage and promote the year-round Sunday and seasonal Thursday Farmer's Market
3) Produce and implement downtown tradition and new events including but not limited to Halloween Hay Day, Witches Night Out, Earlier Than the Bird, Holiday Sights and Sounds Parade, Livermore Half Marathon and Livermore Downtown Street Fest.
4) Manage Downtown kiosks.

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

Exhibit A

5) Promote the Downtown District of Livermore to, among others, the Tri-Valley, Regional and State level organizations and potential tourism outlets.
6) Work collaboratively with local and regional organizations, including Livermore Valley Chamber of Commerce, Livermore Cultural Arts Council, Livermore Valley Winegrowers, Livermore Labs, Visit Tri-Valley, and private organizations such as local makers markets.
7) Act as liaison to external organizations in the downtown industry such as California Main Street, the California Downtown Association, the National Main Street Center, California Association of Festival Producers, Visit California, Responsible Hospitality Institute and the California Restaurant Association.
8) Manage and expand the Livermore Valley Made Initiative.
9) Manage a broad selection of Social Media platforms with well populated content and community interest, maintaining our position as a top Livermore Valley influencer.

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Grantee shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

insured coverage under the Grantee'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 Grantee'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

Grantee 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.

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75



BRAND GUIDELINES

CITY OF LIVERMORE CALIFORNIA

INTRODUCTION.....2

LOGO USAGE.....3

TYPOGRAPHY.....8

COLOR.....9

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

EXHIBIT B

INTRODUCTION

As a unique community amongst over 400 California cities, the brand for the City of Livermore is critical—it builds recognition and trust, and it's a reflection of our spirit. Livermore has a rich history and a dynamic future—we honor both past and future by putting forth a consistent, engaging appearance for our communications and media. We are stewards of the Livermore brand. To make our communications strategy effective, we need our materials to express Livermore's core values:

RICH HISTORY ROOTED IN WESTERN HERITAGE	CONNECTION TO THE LAND THROUGH VITICULTURE AND OPEN SPACE PRESERVATION	EDUCATED AND FORWARD-THINKING COMMUNITY EXEMPLIFIED BY SCIENCE AND TECHNOLOGY	SHARING OF THE HUMAN SPIRIT THROUGH ARTS AND CULTURE

By communicating these values clearly and consistently, Livermore will benefit from a unique identity that resonates with residents, businesses, neighbors and visitors from near and far.

BRAND INTEGRITY

The way we communicate through visual, digital and written communications helps strengthen our connection with residents as well as the wider world. These Brand Guidelines are an important tool to ensure that a consistent tone, look and feel are conveyed. Ultimately, this means that the City's messaging will be more effective.

SUB-BRANDING

Sub-branding is the creation of visuals and materials that are unique to a given department, event or initiative, not fully reflecting the overall City brand appearance. For instance, the Livermore Police Department sub-brand.

Sub-branding must be in alignment with the City's overall brand. Such sub-branding may be requested for projects, events, committees or other special uses. Contact the Public Information Officer for any requests or questions regarding sub-branding.

Ultimately, it is people that maintain and protect the City's brand, so please join in the effort to uphold these guidelines. With everything the City of Livermore has to offer, each day is another chance to share that "There's More Here."

If you have any questions, please reach out to the Public Information Officer by contacting the City:

925-960-4000
communications@LivermoreCA.gov

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

EXHIBIT B

LOGO USAGE

Standard Version



The logo is comprised of these four parts.

The logo is comprised of four parts: the capital letters “CITY OF”, “LIVERMORE”, “CALIFORNIA” and a graphic grape leaf. The type is a customized combination of display caps and ITC Legacy Sans Serif fonts; the blue color telegraphs stability, trust and accessibility. The stylized leaf, illustrated in an earthy olive green, symbolizes the growth and vitality that lives throughout the City. The logo is incomplete if any of these elements are deleted.

Other Logo Configurations

There are cases in which other configurations are permitted. Specific guidance is provided later in these Guidelines.

STANDARD
City of Livermore



STANDARD VERTICAL
City of Livermore
Stacked



STANDARD STACKED
City of Livermore
Stacked



CASUAL
Livermore



CASUAL
Livermore
Stacked



LIMITED USE: SLOGAN*
Livermore
Tagline



LIMITED USE*
City of Livermore
Arched



LIMITED USE*
Livermore
Arched



CUSTOMIZABLE**
City of Livermore
Departments



GRAPHIC ASSET
Leaf or Leaf Circle



* Limited-use logos are for specific audiences or design considerations. The Public Information Officer (PIO) can advise.

** Department/division logos are available through the PIO. New logos should not be generated without approval.
Reach the Public Information Officer by contacting the City: 925-960-4000 / communications@LivermoreCA.gov

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

Logo Coloring

The logo colors are periwinkle blue and olive green. The logo should be used in color whenever possible. Never alter colors or tints of the logo.

The medium for reproducing the logo (print vs. digital) determines which colors are specified. The printing process uses Pantone inks or 4-color process inks. Digital/web colors are based on RGB colors. The colors are shown to the right.

The color logo should be featured on a white background whenever possible to promote readability. This uncluttered look contributes to the specialness of the logo.

GREEN
PANTONE: 100% PMS 5845
4-C PROCESS: 35% cyan, 22% magenta, 76% yellow, 1% black
RGB: 174 red, 175 green, 95 blue / HEX: #aeaf5f

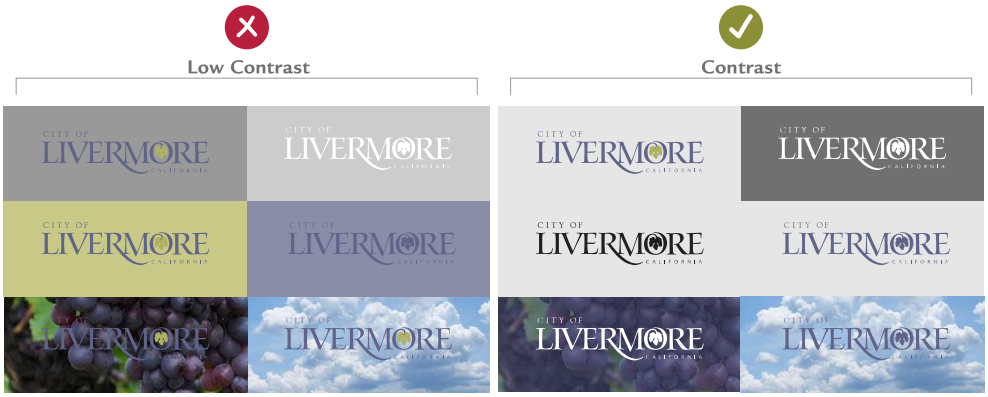
BLUE
PANTONE: 100% PMS 5275
4-C PROCESS: 70% cyan, 62% magenta, 27% yellow, 6% black
RGB: 96 red, 100 green, 137 blue / HEX: #606489

GRAY
PANTONE: 50% black
4-C PROCESS: 50% black
RGB: 153 red, 153 green, 153 blue / HEX: #90

BLACK
PANTONE: 100% black
4-C PROCESS: 100% black
RGB: 51 red, 51 green, 51 blue / HEX: #050606

BACKGROUND CONTRAST

Contrast is an important part of visual accessibility. Depending on the background, a solid black logo or solid white logo is sometimes necessary. For dark backgrounds, use a white logo. For light backgrounds in which the blue/green logo does not have enough contrast, use a black logo. Consider avoiding complicated background photos. If necessary, underlay the logo with opaque box to increase contrast. When in doubt, err on the side of increasing contrast.



Pro tip: for non-decorative elements, like text or information, foreground color should be roughly 4.5X brighter or darker than the background color to satisfy industry minimum WCAG AA recommendation. 7X brighter satisfies full AAA recommendation. Smaller text requires more contrast. There are numerous online tools to assist in measuring contrast.

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

Logo Integrity

Maintain the type font, size and spacing between the logo elements: text, icon and tagline. These elements should not be recolored or repositioned in any way other than specified in this guide.

MINIMUM SIZE

Size matters and using the logo too small compromises its integrity. Note the minimum width shown here for using the logos and icons at their smallest permissible sizes.



PROTECTIVE AREA AROUND THE LOGO

A generous protective space around the logo is an essential element of the logo's design and success. Never place another logo, type or graphic element in this clearspace. Do not place the logo on any complicated or photographic background.

The protective clearspace around the logo is determined by the height of the capital letter "L" as noted with an "x." This clearspace is required for all logo versions.



Same holds true for all logos.



VERTICALLY CENTERING THE LOGO

Note that the high visual "center of gravity" for the non-tagline logo. For cases where the non-tagline logo is vertically centered in space, note that the center line should fall in the vertical middle of the "LIVERMORE" text.



Vertically center on "Livermore" text.

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

Alternate Logo Configurations

STANDARD

Used for standard Livermore branding.

Unless there is a specific reason to use an alternate configuration, it's best to use standard logo. Certain designs may work better with the stacked logo.

STANDARD

CITY OF LIVERMORE CALIFORNIA

CITY OF LIVERMORE CALIFORNIA

STANDARD VERTICAL

CITY OF LIVERMORE CALIFORNIA

STANDARD STACKED

CASUAL

"City of" text not included.

Used in special cases where a casual tone is permitted, or where a simpler logo is necessary. Also exists on some older materials.

LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

TAGLINE *Includes "There's More Here" marketing text.*

The tagline acts as a marketing message and should be used discriminately when that message is relevant. This language reflects the opportunity for discovery and potential that awaits those unaware of or misguided in their impression of exploring the City.

LIVERMORE CALIFORNIA
THERE'S MORE HERE

FOR CONSISTENCY, THE TAGLINE SHOULD NEVER BE CHANGED TO A DIFFERENT MESSAGE.

ARCHED

For very limited uses, an arched version is possible, but not encouraged. Please contact the Public Information Officer for permission.

CITY OF LIVERMORE CALIFORNIA

LIVERMORE CALIFORNIA

DEPARTMENTS

A customized logo is available for use by departments/divisions. Please contact the Public Information Officer for permission or to be provided a special departmental logo.

CITY OF LIVERMORE CALIFORNIA
WATER RESOURCES

NEW DEPARTMENT LOGOS TO BE CREATED ONLY WITH PIO PERMISSION.

ICON OPTIONS *Can be used decoratively, or as a stand-alone icon, and can use any brand coloring.*

ICONS CAN BE USED IN ADDITION TO, NOT INSTEAD OF, AN ACTUAL LIVERMORE LOGO.

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

Incorrect Logo use

Using the logo correctly as outlined in this guide ensures the strength of the logo and ultimately better represents the City of Livermore. There are many ways to misuse the logo and a few common examples are shown on this page.



✖ Do not rotate.



✖ Do not distort.



✖ Do not resize or move elements.

a



✖ Do not add special effects.



✖ Do not use low-contrast.



✖ Do not use too small.



✖ Do not change colors.



✖ Do not change fonts.



✖ Do not crowd.

DO contact the Public Information Officer with any questions:
925-960-4000 / communications@LivermoreCA.gov

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

TYPOGRAPHY

Brand Fonts

MOST COMMONLY USED FOR PROFESSIONAL PRINTING. The City uses two fonts: Goudy, a serif font, and the ITC Legacy Sans sans-serif font family. These fonts support the overall identity and should be used whenever possible. Goudy is good for headers and special text sections, not for body text; do not use an italicized or bolded version. ITC Legacy Sans offers several weights, good for overall usage. Both font families may be used on the same piece of communication.

GOUDY

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Goudy: Regular (only) ... ALLCAPS permitted

ITC Legacy Sans

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Legacy Sans: Book	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Book Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Medium	AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz
Legacy Sans: Medium Italic	*AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz*
Legacy Sans: Bold	**AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz**

FONT ALTERNATES

MICROSOFT OFFICE ALTERNATES: below are the alternates to use in Microsoft Office when the main brand fonts are unavailable. These are very common default fonts installed with most Microsoft applications and are good for documents that are being shared across multiple systems.

Microsoft Office alternate to Goudy: Times New Roman

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Microsoft Office alternate to ITC Legacy Sans: Calibri

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

FREE GOOGLE FONTS: below are the alternates to use when the above brand fonts are unavailable. Some apps and online platforms, like Google Docs or Canva, are limited to Google fonts.

Google alternate to Goudy: Libre Baskerville

AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

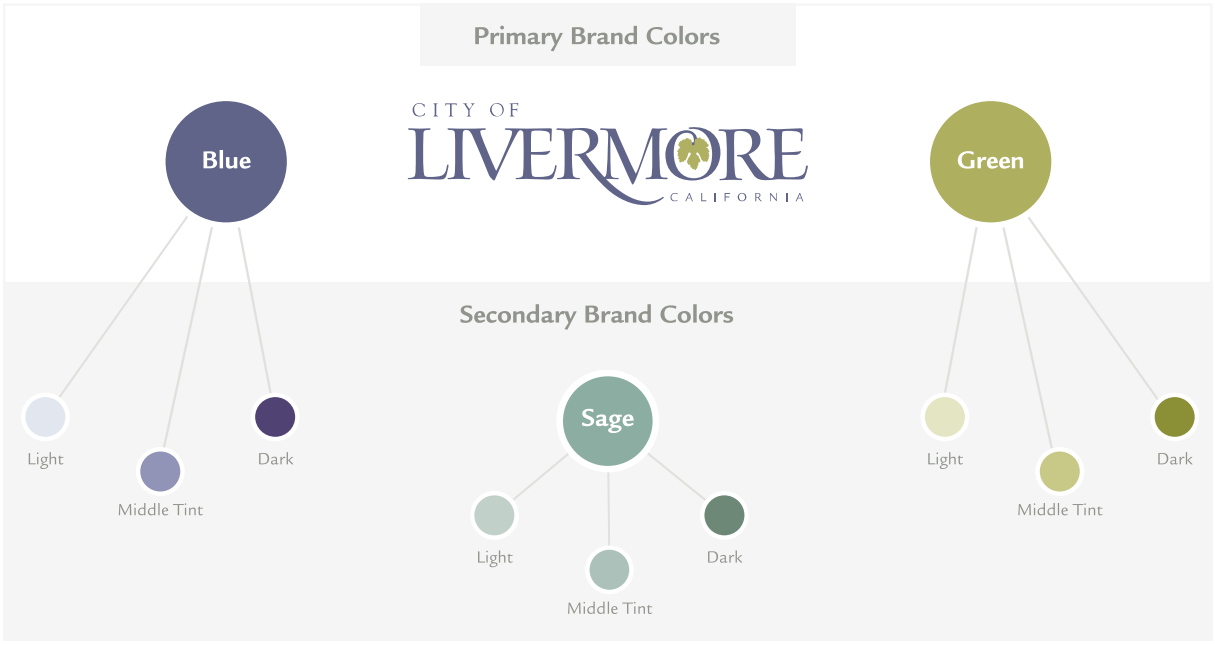
Google alternate to ITC Legacy Sans: Nunito Sans

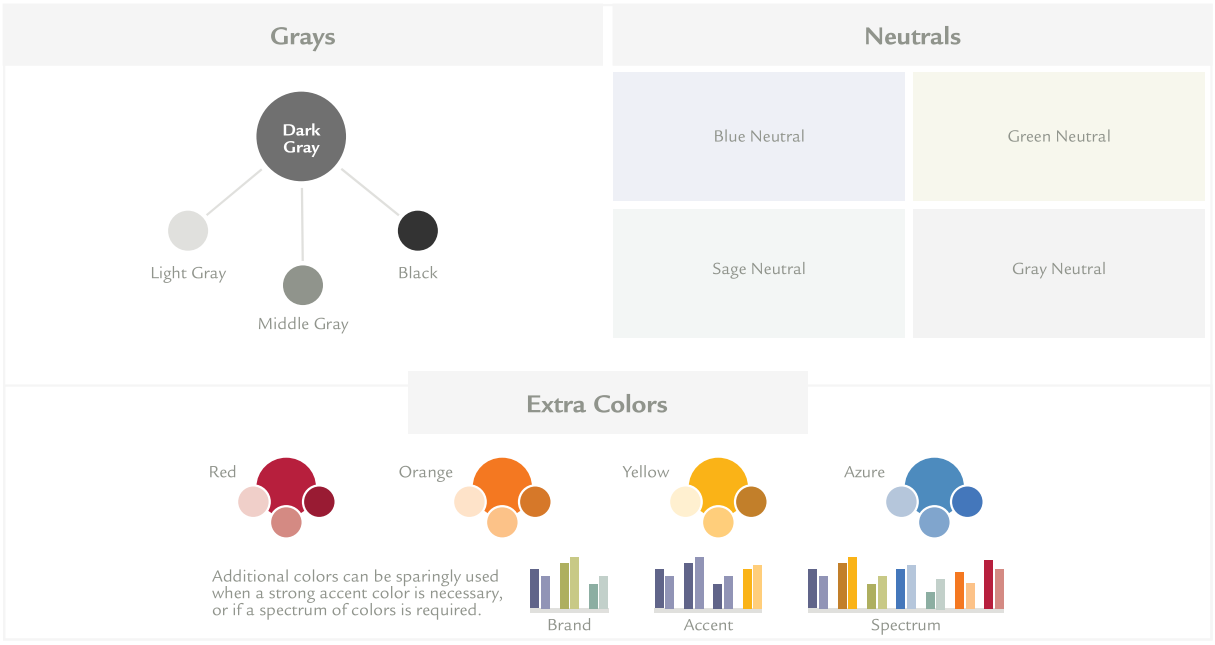
AaBbCcDdEeFfGgHhIiJjKkLlMmNnOoPpQqRrSsTtUuVvWwXxYyZz

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

COLOR

The **primary** Blue and Green signify the City's brand. They are the dominant colors and should be used in everything that represents the City. The **secondary** color palette provides the ancillary coloring that all together create the City's identifiable look and feel. The secondary colors are used in addition to the primary Blue and Green, not instead of them. The grays and neutrals identified here provide additional design flexibility. **Extra colors are provided to use sparingly,** when the existing brand colors simply aren't enough (e.g. as an accent when a strong highlight is needed, or when a whole spectrum is required).





Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

Color Detail

The brand colors are defined here, for several different formats. Digital/web colors are based on RGB or Hex colors. The printing process uses Pantone inks or CMYK (4-color process) inks. PMS code 'C' indicates an ink used for coated (glossy) paper and 'U' indicates is used for non-coated finishes.

WEBSITE COLORS

	HEX	R	G	B
Blue Dark	#4F4174	79	65	116
Green	#A5A837	165	168	55
Sage Dark	#6D8877	109	136	119
Blue Lt	#E2E8F1	226	232	241
Gray Dk	#435148	67	81	72
Gray Mid	#6B737D	107	115	125

Note: website colors are a subset of the Full City Brand Colors selected for online appearance and contrast.

FULL CITY BRAND COLORS

PRIMARY	PROMINENCE	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Blue		#606489	96	100	137	70	62	27	6	5275 C	5275 U
Green		#A5A837	165	168	55	35	22	76	0	5845 C	5845 U
SECONDARY											
Sage		#8CAEA2	140	174	162	48	20	38	0	5565 C	5565 U
Sage Dark		#6D8877	109	136	119	60	33	55	8	n/a	n/a
Sage Mid		#ABC1B9	171	193	185	34	14	27	0	50%	50%
Sage Lt		#C2D1CA	194	209	202	24	10	19	0	15%	15%
BLUE SHADE & TINTS											
Blue Dark		#4F4174	79	65	116	79	83	27	12	n/a	n/a
Blue Mid		#9194B6	145	148	182	46	39	13	0	50%	50%
Blue Lt		#E2E8F1	226	232	241	10	6	2	0	15%	15%
GREEN SHADE & TINTS											
Green Dark		#8B8F36	139	143	54	48	31	100	8	n/a	n/a
Green Mid		#C9CA87	201	202	135	23	12	57	0	50%	50%
Green Lt		#E4E5C3	228	229	195	11	4	27	0	15%	15%

Docusign Envelope ID: FB2A301E-9B19-4C76-8F18-ACD0A7B83A75

FULL CITY BRAND COLORS (continued)

EXTRA COLORS FOR ACCENT OR FLEXIBILITY

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Red	#B7LF3C	182	31	59	20	100	77	10	1945 C	1935 U
Red Dk	#990D31	153	13	49	12	100	69	23	n/a	n/a
Red Mid	#D48A83	212	138	131	10	50	39	5	50%	50%
Red Lt	#F0CFC9	240	207	201	4	20	15	0	15%	15%
Orange	#F47721	244	119	33	4	54	100	0	152 C	152 U
Orange Dk	#D6782A	214	120	42	15	63	100	0	n/a	n/a
Orange Mid	#FCC288	252	194	136	0	27	50	0	50%	50%
Orange Lt	#FFE4CA	255	228	202	0	11	20	0	15%	15%
Yellow	#FBB416	251	180	22	0	32	100	0	130 C	130 U
Yellow Dk	#C37FL3	195	127	19	7	45	100	30	n/a	n/a
Yellow Mid	#FFCE7B	255	206	123	0	20	60	0	50%	50%
Yellow Lt	#FFEFCF	255	239	207	0	5	20	0	15%	15%
Azure	#4D8BBE	77	139	190	71	37	7	0	285 C	285 U
Azure Dk	#4377BB	67	119	187	77	51	0	0	n/a	n/a
Azure Mid	#80A5CE	128	165	206	50	26	5	0	50%	50%
Azure Lt	#B5C6DC	181	198	220	28	15	5	0	15%	15%

BLACKS, GRAYS & NEUTRALS

	HEX	R	G	B	C	M	Y	K	PANTONE C	PANTONE U
Black	#333333	51	51	51	0	0	0	100	PMS Black	PMS Black
Superblack	#000000	0	0	0	60	30	30	100	n/a	n/a
Gray Dk	#435148	67	81	72	70	51	64	38	80%	80%
Gray Mid	#6B737D	107	115	125	61	48	40	11	60%	60%
Gray Lt	#EOEODD	224	224	221	7	5	7	4	8%	8%
Gray Neutral	#F3F3F3	243	243	243	0	0	0	5	5%	5%
Blue Neutral	#F1F3F8	241	243	248	7	5	7	4	10%	10%
Green Neutral	#F1F2E1	241	242	225	0	0	4	4	10%	10%
Sage Neutral	#E0E8E5	224	232	229	n/a				8%	8%

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.9**

DATE: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution accepting the Livermore Valley Wine Heritage District 2024-2025 Annual Report.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution accepting the Livermore Valley Wine Heritage District 2024-2025 Annual Report.

DECISION TYPE

Administrative

SUMMARY

On November 22, 2021, the City Council adopted Resolution 2021-198 establishing the Livermore Valley Wine Heritage District (the District). The District is a Business Improvement District for Livermore Valley wineries, whose assessments are used for wine country marketing and education. The District is managed by the Livermore Valley Winegrowers Association Board of Directors and expires June 30, 2026. State law requires the Winegrowers Association to deliver an annual report to the City Council identifying the past year's District revenues and activities. This item satisfies the requirement. In addition, the Winegrowers Association has provided the City Council a letter indicating their desire to renew the District. If the private renewal petition drive is successful, the Council would consider the formal District renewal in the Spring of 2026.

DISCUSSION

On November 22, 2021, the City Council adopted Resolution 2021-198 establishing the Livermore Valley Wine Heritage District, including area boundaries and a Management District Plan (Management Plan). The District was approved for a five-year term beginning July 1, 2021, and ending June 30, 2026. The District is a Business Improvement District for wineries in the South Livermore Valley (as shown in Exhibit B of Resolution 2021-198) and is managed by the Livermore Valley Winegrowers Association Board of Directors. The District collects an assessment from each participating winery, pools the

revenues, then funds marketing, programs, and other activities that support and promote wineries in the District. Allowed activities and uses of assessment funds is identified in the Management District Plan, as summarized below:

- Marketing and Brand Awareness
- Community and Industry Advocacy
- Quality Enhancement and Education; and
- Professional Development and Education

As authorized by the City Council, assessment revenues may only be used for wineries located within the District and may only be used for purposes specified in the Management Plan.

The winery assessments began January 1, 2022. Each District winery is required to report quarterly gross sales revenue and is then assessed at a rate of two percent of gross direct-to-consumer winery sales. The assessment collection is administered by the City's tax consultant HDL (Hinderliter De Llamas & Associates). The District's total annual revenue for the past four fiscal years is summarized below:

Fiscal Year	Annual Revenue
FY 2021-22	$123,640
FY 2022-23	$567,620
FY 2023-24	$567,830
FY 2024-25	$514,714

FY 2021-22 collections represent only a partial year, while succeeding reports cover the full fiscal year.

The California Streets and Highways Code Section 36650 and the District Management Plan require the District to prepare annual reports showing the District's assessments, operations, activities, and expenditures for the previous fiscal year, and present them to the City Council. A representative of the Livermore Valley Winegrowers Association delivers the report.

The report is statutorily required to include the following:

1. Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district
2. The improvements and activities to be provided for that fiscal year
3. An estimate of the cost of providing the improvements and activities to be provided for that fiscal year
4. The method and basis for levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year
5. The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year
6. The estimated amount of any contributions to be made from sources other than the assessments levied

The report also includes the following:

1. Actual revenues received
2. Revenue uses
3. Retrospective look of activities completed

4. Prospective outlook
5. District operations details

The Livermore Valley Winegrowers Association has submitted a letter (Attachment 1) expressing the Board of Directors' desire to renew the District after its termination on June 30, 2026, and requesting the City to continue serving as the lead agency in the event that the District is renewed. The Board of Directors will begin the petition drive in November to gauge winery interest in renewing the District. If the petition drive process is successful, City staff would return to the City Council in the spring of 2026 for the Council's consideration of renewal.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no significant fiscal or administrative impacts. District revenues are wholly derived from private business assessments. District administration activities conducted by City staff are offset by an administration fee equal to two percent (2%) of the total collected assessment value.

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

ATTACHMENTS

1. Livermore Valley Wine Heritage District Letter
2. Resolution
3. Exhibit A - Livermore Valley Wine Heritage District 2024-2025 Annual Report

Prepared by: Theresa de la Vega
Management Analyst II

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

November 12, 2025

Livermore City Council

RE: Livermore Valley Winegrowers Association Wine Heritage District

Dear Livermore City Council,

I am thrilled to write this letter to request that the City of Livermore continue as the lead agency for the Livermore Valley Winegrowers Association Wine Heritage District (LVWHD). As you may know the LVWHD was formed in July of 2021 and is now in its final year of the first 5-year approved plan.

The LVWHD has served as a successful funding source as we navigate meeting all our goals set forth in the approved Management District Plan (MDP). We have made so many improvements in our wine region, and we are looking forward to continuing to make forward progress in the next five years. Under the current MDP the City of Livermore serves as the lead agency and is handling the collection of the assessment from our stakeholders with the assistance of HdL.

The LVWA Board of Directors voted at the April Board meeting to pursue a renewal of the Wine Heritage District based on how successful it has been. We are planning to initiate a petition drive with the local wineries and once completed successfully we will plan to return to City Council in the Spring for the completion of the renewal of the LVWHD.

On behalf of myself, the LVWA Board & staff and our stakeholders I want to thank you for your continued commitment to the sustainability of the Livermore Valley Wine Country. Without the support and partnership of the City of Livermore our future would be at risk. Please contact me if you have any questions or need any additional information.

Cheers,

Brandi Lombardi
Executive Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE LIVERMORE VALLEY WINE HERITAGE DISTRICT 2024-2025 ANNUAL REPORT

On November 22, 2021, the City Council adopted Resolution No. 2021-198, establishing the Livermore Valley Wine Heritage District (LVWHD) pursuant to the LVWHD Management District Plan. The LVWHD was approved for a five-year term beginning July 1, 2021, and ending on June 30, 2026.

At the end of each year of operation, the LVWHD Management District Plan and California Streets & Highways Code section 36650 require the LVWHD to prepare annual reports (except for the first year) of the district's assessments, operations, activities, and expenditures for each fiscal year. The Livermore Valley Wine Heritage District 2024-2025 Annual Report, attached hereto as Exhibit A, is LVWHD's third annual report. It was prepared and presented as set forth in the statute.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby receives and accepts the Livermore Valley Wine Heritage District 2024-2025 Annual Report, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on November 24, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Deborah L. Elam
City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney



Livermore Valley Wine Heritage District

2024-2025 Annual Report

Submitted to the City of Livermore pursuant to Streets and Highways Code section 36650, for the period from July 1, 2024 - June 30, 2025

Contents

Background 3
Boundaries 4
Improvements and Activities 6
Cost 15
FY 25/26 Projections 15
FY 24/25 Actuals 16
Assessment 16
Surplus and Other Funding 18
Surplus 18
Other Funding 18
Appendix – Assessed Businesses 20

Background

On November 22, 2021, the Livermore City Council approved the establishment of the Livermore Valley Wine Heritage District (LVWHD) and adopted the LVWHD Management District Plan (MDP) by City Council Resolution No. 2021-198 (Resolution of Formation). The LVWHD was approved for a five (5) year term, beginning July 1, 2021 through June 30, 2026.

Due to circumstances of the LVWHD formation process resulting in a delay in collection of assessments, the assessment could not begin until January 1, 2022. The MDP stipulates that although the five (5) year term begins July 1, 2021, the collection of assessments shall start January 1, 2022. The LVWHD term end date of June 30, 2026 is unchanged. At the Livermore City Council hearing held on November 22, 2021, at which the Resolution of Formation was passed, the Livermore City Council reduced the original LVWHD boundaries to be conterminous with the City of Livermore's jurisdiction boundary and portions of the County of Alameda. Therefore, the LVWHD assessment is only collected from the wineries within the reduced boundary.

The success of the previous three years of assessment collection has allowed the Livermore Valley Wine region to thrive in a wine culture that has seen a 16% industry wide decline. We are hopeful that as we enter our fifth year of this MDP term that we can continue that trend and see greater success due to the formation of the Livermore Valley Wine Heritage District.

To ensure accuracy and compliant reporting to the City of Livermore the Livermore Valley Winegrowers Association Board voted to change the fiscal year from a calendar date (January-December) to match the City of Livermore's fiscal year which runs from July-June. This change reflects our commitment to the relationship with the City of Livermore as our lead agency and to ensure accuracy and ease of financial reporting moving forward. This will take effect for the fiscal year beginning July 1, 2025- June 30, 2026.

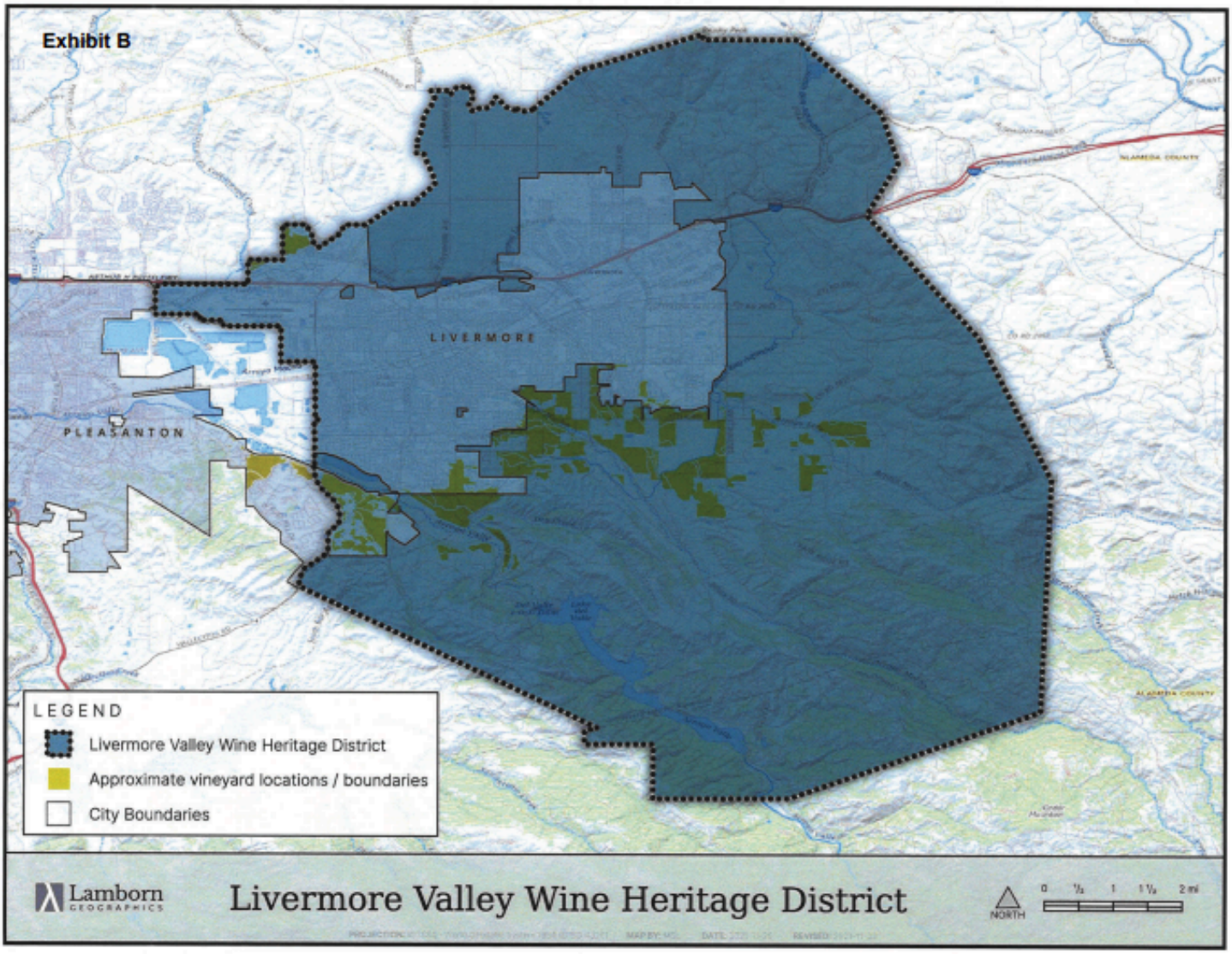
This fourth report reflects the assessments, operations, activities and expenditures for the fiscal year July 1, 2024 through June 30, 2025. Like the previous reports, the current report offers a retrospective view of fiscal year 2024-2025 and prospective outlook for fiscal year 2025-2026, as well as an account of the operations of the LVWHD in fiscal year 2024-2025.

Boundaries

There are no proposed changes to the boundaries. In this fiscal year the following changes were made to the master list of wineries within the LVWHD.
The following wineries closed:
El Sol Winery
Pat Paulsen Winery
Nottingham Cellars
Crooked Vine/Stony Ridge

The following vineyards were removed from the list that hold an 02 license but do not have an operating tasting room or DTC sales:
Beck Family Vineyards
Chateau Bellevue
Madison Vineyards

The LVWHD will continue to include all wineries existing and in the future, within the boundaries of portions of the County of Alameda and the City of Livermore, as shown on the map below. A complete listing of wineries within the LVWHD can be found in the Appendix.


Exhibit B
LIVERMORE
PLEASANTON
LEGEND
Livermore Valley Wine Heritage District
Approximate vineyard locations / boundaries
City Boundaries
Lamborn GEOGRAPHICS
Livermore Valley Wine Heritage District
NORTH

Improvements and Activities

The improvements and activities to be provided for fiscal year 2024-2025 are consistent with the Management District Plan (Plan). The LVWHD has continued to thrive executing several programs and partnerships and has worked with the County of Alameda and local organizations to be successful in these endeavors as part of their improvements and activities. LVWA has also launched several new initiatives in each category making certain to update and change strategy as the wine industry negotiates changes across the board.

The LVWHD provides specific benefits to payers, by funding Marketing and Brand Awareness; Advocacy and Community Relations; Quality Enhancement and Education; Professional Development and Education Efforts with the goal to advance assessed businesses in the Livermore Valley Wine Country. The LVWHD services are designed to provide targeted benefits directly to assessed businesses and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the LVWHD. The activities described are specifically targeted to increase sales and visitation for assessed wineries within the boundaries of the LVWHD and are narrowly tailored. LVWHD funds will be used exclusively to provide the specific benefit of increased sales revenue and visitation directly to the assessees. Assessment funds shall not be used to feature non-assessed wineries in LVWHD programs, or to directly generate sales for non-assessed wineries. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed wineries.

Marketing & Brand Awareness

A brand awareness marketing program will promote the LVWHD as a premium winegrowing region and as a leader in the global wine community. As the largest allocation of our budget the brand awareness marketing program will have a central theme of promoting the LVWHD as a desirable place to experience Livermore Valley wineries, and as a desirable area to purchase wines and other estate produced products. The program has the goal of increasing demand for visitation to the winegrowing region, retail sales, affinity for LVWHD grapes and wines, and recognition at and for assessed businesses, and may include but is not limited to the following activities:

- Advertising across any and all media channels to promote assessed winery tasting rooms on a local, regional or national level, including but not limited to: digital, print, television, radio and strategic brand partnerships;
- Media Relations – Promoting assessed winery tasting rooms through development of media relations strategies, including but not limited to: media familiarization tours, proactive media pitching and/or influencer relations;
- Digital Marketing – Utilizing paid, earned and owned social media to increase awareness of and engagement with assessed businesses;

- Events – Developing and executing winery focused special events to attract customers to assessed businesses;
- Trade & Industry Engagement – Ensuring representatives are provided the opportunity to attend trade shows, meetings, industry conferences, road shows, and events to promote assessed businesses; Create programs that engage key trade and industry influencers with the Livermore Valley;
- Print Collateral – Preparing and producing collateral, promotional materials such as brochures, flyers and maps for assessed winery tasting rooms;
- Brand Enhancement – Engage with a third-party brand development agency to develop brand platform and materials to assist with marketing assessed winery hospitality facilities;
- Consumer Analytics – Identify and leverage consumer demographic, geographic and psychographic data to target messaging that markets Livermore Valley as a premier, unique wine destination to attract customers to assessed winery hospitality facilities; and
- Signage Program – Ensure coordinated local signage for the Livermore Valley wine region.
- Passport Program – Create and enhance the passport program to ensure new tourism to each winery. This provides a complimentary tasting over the course of the year for 2 guests.

In 2024-2025, we continued our South Bay/Silicon Valley geo-targeted advertising and engagement strategy by advertising in the following publications: Modern Luxury Silicon Valley, Los Gatos Magazine, 49ers Annual Yearbook, and a digital ad placement in Santana Row. We also coordinated in person engagement to have over a dozen wineries pour at the Santana Row Wine Stroll, the Willow Glen Wine Walk and at September Sips hosted at Bishop Ranch Shopping Center.

For the greater Bay Area, we focused our advertising efforts in the Warriors and SF Giants yearbooks, as well as the Visit Tri-Valley Annual Guide and Hearst publications. This paired with in person engagement pourings at Fork Cancer, Modern Luxury Best of the Bay and East Bay Times Gala.

To expand our regional reach, we collaborated with Visit Tri-Valley on an advertisement in Visit California, and coordinated with our wineries to advertise in the Travel Guide to California.

At the national level, we secured multiple advertising methods with Wine Enthusiast, including a full-page ad, social media posts, and rich media display ads that promoted our new commercial with a long-term goal of being named “Wine Region of the Year”. We also utilized Google Ads, which increased traffic to our website and made our events page more highly visited than our homepage. Our new commercial was promoted across our social media channels, resulting in over 1,000% increase in engagement and impressions compared to last year.

With the announcement of our signature varietals, we created custom icons for use on social media posts. These icons help cement consumer recognition that Sauvignon Blanc and Cabernet Franc are Livermore Valley's signature varietals and help them remember which wineries produce them.

The marketing committee collaborated with the Advocacy and Community Relations Committee to have an increased presence as a sponsor of the Alameda County Fair, hosting a wine tasting booth for all 18 days with rotating winery participation.

To continue to drive brand awareness and third-party credibility, LVWA partnered with 143 Communications for public relations efforts. From July 2024-June 2025, we hosted 13 members of the media for press trips to the region, including:

- Warner Boin, wine influencer
- Stacy Briscoe, freelance wine writer
- Kelly Calvillo, travel influencer
- Jonathan Cristaldi, wine writer for Decanter and The Cristaldi Report *(two times, October 2024 and May 2025)*
- John Jackson, wine influencer
- Allison Levine, wine podcaster for Wine Soundtrack and freelance wine writer *(two times, June 2024 and June 2025)*
- Rich Manning, freelance wine writer
- Mary Orlin, freelance wine writer
- Rachel Orvino, editor-at-large for Diablo
- Tonya Pitts, writer for Wine Enthusiast *(two times, October 2024 and June 2025)*
- Joe Roberts, wine influencer *(two times, December 2024 and April 2025)*
- Pamela Wright, writer at The Boston Globe
- Thomas Zarillo, wine influencer

These press trips alone resulted in 29 articles and 4 million impressions. The articles appeared in outlets such as Wine Soundtrack podcast, Wine Industry Advisor, The Boston Globe, The Corkscrew Concierge blog, Cristaldi & Co and Diablo Magazine. Over the course of the year, we secured a total of 286 articles resulting in 1.4 billion impressions in publications including Edible Monterey Bay, NBC Bay Area, ABC Bay Area, FOX 2, PASTE Magazine, San Francisco Chronicle, Wine Enthusiast, VinePair, Forbes, Decanter, SiliconValley.com and more.

The Marketing & Brand Awareness Committee engaged the talents of Sooraj Saxena to create a marketing video featuring our stakeholders to be used on the website and digital platforms as well as in digital advertising campaigns. LVWHD also purchased "the Wine Country App". This is being launched on December 1, 2025 and will increase the visibility and engagement level of visitors as they are in the wine region or planning a trip to come. It will also be the home of the Livermore Valley Wine Passport, making it easier for consumers to track their visits to the assessed tasting rooms. LVWHD also planned a collaborative advertising campaign in Visit California Magazine with Visit Tri-Valley to increase the reach of our messaging.

Looking ahead to FY25-26, we will continue our marketing presence in the South Bay/Silicon Valley region while expanding into the Peninsula. We'll leverage upcoming events like Uncorked! to hyper-target this region and bring more visitation to the valley. Off-site pouring opportunities will continue, and we will continue to advertise in Wine Enthusiast to capture our national presence while working toward our goal of Wine Region of the Year. We have a big collaborative event in the works that is sure to bring focus on Livermore Valley women winemakers while also strengthening our community partnerships. In addition, we are meeting to strategize how to target the nearly 10 million visitors the World Cup and Super Bowl will be bringing to the greater Bay Area.

Advocacy & Community Relations Industry Engagement

Advocacy programs will utilize dedicated time to provide unified attention, communication, and responsiveness throughout the LVWHD. The advocacy program will also include efforts to form relationships and collaborate with local government agencies, as well as community and regional organizations and entities, to provide a unified voice to represent assessed wine tasting facilities' best interests on topics related to economic development, regulations, and planning decisions that impact LVWHD wine tasting facilities, with the goal to advance, promote and protect the Livermore Valley Wine Country. Additionally, advocacy programs will engage and demonstrate leadership in key state and national trade and industry programs and organizations.

In 2024-2025, recognizing the significance of forging connections, the LVWHD dedicated resources and partnered with Alameda County Supervisor Haubert's Office to launch the Global AVA, a sister city campaign to foster relationships with other boutique wine regions. We currently have 9 members and hosted the inaugural summit in June of 2025. 16 delegates from around the globe converge in Livermore for Professional Development, planning and collaboration and co-hosted the Sip Around the World consumer wine tasting event held at Martinelli Event Center. This event sold 150 tickets and was a great success to spread the word about this collaborative initiative.

Advocacy & Community Relations Industry Engagement activities have strengthened our relationship with the community by sponsoring the following organizations: California Association of Winegrape Growers, Unified Wine Symposium, Visit Tri-Valley Visitors

Guide, Wine Origins Alliance, Alameda County Fair, and Rise Up. Engagement at the City, County, and State levels also remains a top priority. By actively participating in key decision-making processes and forging strong relationships with government entities, we aim to advocate for the mission of the LVWHD and ensure the collective voice of assessed wineries is heard. We participated in the Unified Wine Symposium, held annually in Sacramento and spoke to state legislators at Advocacy Day hosted by California Association of Winegrape Growers. In addition, LVWA participated in the Wine Origins Alliance anniversary summit and had a voice at the table in talks with the WTO and WIPO to discuss tariffs and challenges many of our medium - large size wineries are facing.

We have continued collaboration with the Agritourism Committee created by LVWA board member, Karl Wente and managed by Brandi Lombardi. This committee unites the local non-profits in collaborative efforts to support and assist one another in visitation strategies. The members of this committee are: LVWA, Livermore Chamber of Commerce, Downtown Livermore, Innovation Tri-Valley, Visit Tri-Valley and Tri-Valley Conservancy.

In 2025-2026 we are dedicated to supporting the success of LVWA's esteemed partner organizations. We are planning to attend the summit for the Global AVA that will be hosted by one of our sister regions (location yet to be determined.) We participate in bi-monthly professional development zoom calls with our Global AVA partners and continue to strengthen those global relationships to increase visitation to Livermore Valley and sister regions. We have been in talks with Alameda County Fair to increase our presence to the customer base they attract as well as partner to take leadership on the Alameda County Fair Wine Competition.

Quality Enhancement & Education

Educational programs and quality enhancement initiatives will be developed for assessed wine tasting facilities designed to emphasize and enhance excellence and leadership in the industry, with the ultimate goal of increasing visitation, sales, and brand value for local wineries. Such programs are intended to bring increased exposure and prominence to the Livermore Valley Wine Country as a world-class winery destination through continued education to amplify exceptional practices of the growing of wine grapes and vinification of wine. The program shall include initiatives to enhance wine quality and secure industry recognition for Livermore Valley Wine Country as a premier winemaking and grape-growing region.

The Quality Enhancement and Education Committee has made great strides to raise the quality of wine and wine grapes in the Livermore Valley. We have maintained and provided an annual cost share program for wineries to have lab services through Aemtek labs, Vino in Veritas, and Wente Labs. This service provides pick up and test results in a timely manner to ensure quality winemaking practices. This comprehensive analysis will

not only ensure the exceptional quality of wines, but also serve as a vital tool in detecting any potential flaws or inconsistencies, further bolstering dedication to delivering high quality products to consumers at assessed wineries. Another great stride has been the partnership we fostered with CAWG for Phase 2 of the mapping of vineyards project. This partnership connects us with all California wine regions to create a statewide map and provides us a marketing tool to show where the grapes are from with each bottle of wine produced. In 2024-2025 we partnered with TVC to take leadership on management of the winemaking consultant and viticultural consultant that were previously managed by TVC. This has given our wineries and vineyard owners direct access to experts in the field for any training and questions that arise when faced with challenges in winegrowing or winemaking.

As part of the partnership with TVC, the LVWA also took over the long-standing Uncorked! Wine competition and executed a 13 judge blind wine tasting competition along with a consumer event to taste the winning wines. The judges were local and national acclaimed sommeliers and wine professionals. This has allowed us to truly follow our passion of raising the quality of wines in Livermore Valley.

In 2025-2026 we plan to continue with more comprehensive training videos for our growers and in person wine tasting sessions to critique wines that may have flaws and need additional intervention. Also, in the coming year the Quality Enhancement and Education Committee will be partnering with Innovation Tri-Valley to engage Ai to its fullest potential in relationship to the winemaking and growing aspects of our industry. We will continue to cost share lab testing to encourage wineries and growers to test using our winemaking consultant to analyze results and give feedback and guidance where necessary.

Professional Development & Education

Programs and training for assessed winery facilities related to winemaking, wine grape growing, sales, hospitality, direct to consumer, marketing, media interviews, business operations and best practices.

From July 1, 2024 to June 30, 2025, Professional Development & Education funds were allocated towards hosting a comprehensive list of training sessions for all assessed wineries and their staff. The following have been hosted over the past year:

July 15 Interwinery Tasting: An opportunity for Tasting Room Staff to taste wines from other wineries for the purpose of educated referrals.

August 13 Summer Member Meeting: A networking event and brief look back and look forward for the LVWA Staff for our Members to share goals and plans.

August 21 Blessing of the Grapes: An annual ceremony and networking luncheon for our membership to come together with industry professionals and local government and county officials with local clergy, pre-harvest.

September 10 Customer Experience 101 Seminar: Training for tasting room staff on how to create extreme hospitality for tasting room guests. This was done by our own Professional Development Committee.

October 29 Harvest Recap: Panel discussion led by David Kent with winery owners, winemakers and grower members discussion of what happened during harvest and how to best proceed.

December 3 Member Holiday Party: Social event for our Members, local government, local businesses and county officials held annually. Also includes a presentation of member of the year.

January 14 Annual Member Meeting: A networking event and brief look back and look forward for the LVWA Staff for our Members to share goals and plans, including sharing our annual report.

February 19 RBS Training: Tasting room staff must be trained on Responsible Beverage Service every three years. As this began three years ago, we held trainings to prepare staff for the renewal process.

March 18 CPR and First Aid Training: Professionally taught class on CPR and First Aid for our tasting room staff.

April 1 Digital Marketing 101 Training: Presented by our Digital Marketing firm, this class taught winery owners and managers how to best utilize social media to advertise and promote winery events.

April 22 Customer Experience 101 Seminar: Back by popular demand, training for tasting room staff on how to create extreme hospitality for tasting room guests. This was done by our own Professional Development Committee.

May 13 WISE Training: Sales training for Tasting Room Staff based upon the results of our Mystery Shopper Program from the past, done by a Wine Industry Sales Education instructor.

May 20 Spring Member Dinner: Networking opportunity for our Members, local government, local businesses and county officials to forge new relationships and reinforce existing relationships.

June 3 RBS Training (#2): Tasting room staff must be trained on Responsible Beverage Service every three years. As this began three years ago, we held trainings to prepare existing staff for the renewal process and new staff for certification.

June 17 Interwinery Tasting: An opportunity for Tasting Room Staff to taste wines from other wineries for the purpose of educated referrals.

The Professional Development and Education Committee plans to spend time and resources on the following for July 1, 2025-June 30, 2026:

· **Harvest Preview:** a look ahead to this year's harvest (August 2025)

· **Blessing of the Grapes:** a social event for our Membership (August 2025)

· **Riedel Glass seminar** (September 2025)

· **Harvest Recap**: discussion of the unique experience of the 2025 Harvest season. (November 2025)

· **Holiday Party** (December 2025)

· **Annual Meeting** (January 2026)

· **Human Resource seminar** (February 2026)

· **Cultural Customer Service seminar** (March 2026)

· **Selling to Restaurants seminar** (April 2026)

· **WISE Training seminar** for new staff prior to the summer season (May 2026)

· **Interwinery Tasting:** for Tasting Room staff to become educated on one another's wines. (June 2

In addition, we plan to provide cost share funds for Members to attend seminars/presentations by external groups to become more educated on overall winery best practices.

Administration and Operations

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy, and other general administrative costs such as insurance, legal, and accounting fees.

A certified public accountant may complete an agreed-upon procedure of the Owners' Association's allocation of LVWHD funds and usage in accordance with the terms and

condition of the plan, at the City's discretion. The audit may be performed by the City, or the City may hire an independent audit firm to be paid for by LVWHD.

In addition to general administrative costs as detailed above, a portion of 2024-2025 funds will be allocated towards covering the salary of LVWA's Executive Director, Marketing Manager and Membership Relations Manager for their ongoing dedication and guidance in advancing the mission of the LVWHD.

City Collection Fee

The City of Livermore shall be paid a fee equal to two percent (2%) of the amount of assessment collected to cover its costs of collection and administration.

Contingency / Reserve

The budget includes a contingency line item to account for lower than anticipated assessments. If there are contingency funds collected, they may be held in a reserve fund or utilized for other programs, administration or renewal costs at the discretion of the Owners' Association. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Owners' Association. Contingency/reserve funds may be spent on District programs or administrative and renewal costs in such proportions as determined by the Owners' Association. The reserve fund may be used for the costs of renewing the LVWHD. In the upcoming year of operation, funds will be paid back to LVWA for the costs of the formation of the LVWHD. Once formation costs are paid back, the funds will be in reserve/contingency fund.

Cost

FY 25/26 Projections

The cost of providing improvements and activities for FY 25/26 is consistent with the Plan. The total estimated assessment budget has remained the same as a result of lower than expected business conditions. Currently in the wine industry we are seeing a 16% downcycle and are conservatively projecting lower to flat assessment revenue based on those findings. The FY 25/26 funding sources are composed of $500,000 in projected assessment revenue plus utilization of $140,739.03 for FY 24/25. The total budget adopted by the LVWA Board for FY 25/26 is $640,739.03. The categorical breakdown is below. All budget category allocations are within the authorized fifteen percent (15%) adjustment of the total budget from the prior year.

Assessment revenue		**$500,000.00**
FY 24/25 carryover		**$140,739.03**
Total funding sources		**$640,739.03**
Expenditures	**% of Budget**	**Total FY 24/25 Budget**
Marketing & Brand Awareness	33%	**$211,443.87**
Quality Enhancement & Education	18%	**$115,333.02**
Administration & Operations	15%	**$96,110.85**
Advocacy- Community & Industry Engagement	15%	**$96,110.85**
Professional Development & Education	10%	**$64,073.90**
Contingency/Reserve	7%	**$44,851.73**
City Collection Fee	2%	**$12,814.81**
Total Expenditures	**100.00%**	**640,739.03**

FY 24/25 Actuals

Based on the initial proposed boundary of the LVWHD, the projected FY 24/25 collections as stated in the LVWHD Management District Plan were $500,000.

FY 24-25	Budgeted Amounts	Actual	Variance
Total Revenue	$ 500,000.00	$ 514,714.48	$ 14,714.48
Expenditures			
Marketing & Brand Awareness	$ 175,000.00	$ 310,799.81	$ (135,799.81)
Quality Enhancement & Education	$ 90,000.00	$ 108,596.53	$ (18,596.53)
Administration & Operations	$ 75,000.00	$ 72,593.03	$ 2,406.97
Advocacy - Community & Industry	$ 75,000.00	$ 36,626.36	$ 38,373.64
Professional Development & Education	$ 50,000.00	$ 35,674.30	$ 14,325.70
Contingency/Reserve	$ 25,000.00	$ 25,000.00	$ -
City Collection Fee	$ 10,000.00	$ 7,776.70	$ 2,223.30
Total Expenditures	$ 500,000.00	$ 597,066.73	$ (97,066.73)
Excess (Deficiency) of Revenues over Expenditures		$ (82,352.25)	$ (82,352.25)
Carryover - Beginning	$ 223,091.28	$ 223,091.28	$ 223,091.28
Carryover - Ending	$ 223,091.28	$ 140,739.03	$ 140,739.03

The revenue figures are sourced from Hdl, while the expense numbers come from LVWHD. All figures are unaudited.

Assessment

There is no change in the method and basis of levying the assessment.

Assessment Rate

The annual assessment rate is two percent (2%) of gross direct-to-consumer sales revenue of assessed wineries. Based on the benefit received, assessments will not be collected on purchases made outside of the state of California or purchases made pursuant to contracts executed prior to January 1, 2022. Revenue generated from the LVWHD is intended only to provide programs and services for assessed businesses, all of which are located in California. Sales made outside of the state of California are not subject to assessment due to a lack of benefit. Assessment dollars will not be spent on any programs or activities to benefit individual winery businesses outside of the state of California. Assessment dollars may be spent outside of California to elevate the notoriety of the Livermore Valley as a premier winery destination with the desired outcome of increased in-person visitation to business paying the assessment.

The term "gross sales revenue" as used herein means: the consideration charged by wineries, for all direct-to-consumer sales of wine, wine club shipments (whether shipped or picked up), ticket sales, tasting fees, tours and private and public special events, merchandise, prepared and packaged foods for on-premise or off-premise consumption (whether sold in a tasting room or a stand-alone restaurant on- premise), orders placed via telemarketing, telephone, online, email, whether carried out at the time of purchase, shipped or picked up at a later date (pre-sales). Gross sales revenue shall not include any federal, state or local taxes collected, including but not limited to sales and use taxes.

The assessment is levied upon and a direct obligation of the assessed winery. However, the assessed winery may, at its discretion, pass the assessment on to customers. The amount of assessment, if passed on to each customer, shall be disclosed in advance and separately stated from the amount charged and any other applicable taxes, and each customer shall receive a receipt for payment from the business. If the LVWHD assessment is identified separately it shall be disclosed as the "LVWHD Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed winery even if it is passed on to customers. The California Department of Tax and Fee Administration (CDTFA) issued a written opinion that state sales tax applies to the revenue generated from Business Improvement District assessments on items where state sales tax is levied. In light of CDTFA's opinion, businesses that pay both state sales tax and LVWHD assessments on sales are advised to collect sales tax on the assessment revenue.

Bonds shall not be issued.

Time and Manner for Collecting Assessments

The LVWHD assessment will be implemented beginning January 1, 2022 and continuing for four and a half (4.5) years to end on June 30, 2026. The City of Livermore or a third-party collection agency will be responsible for collecting the assessment on a quarterly basis (including any delinquencies, penalties and interest) from each winery located in each jurisdiction within the LVWHD. The City or a third-party collection agency shall take all reasonable efforts to collect the assessments from each winery. The City or a third-party collection agency shall forward the assessments collected to the Owners' Association.

Penalties and Interest

The LVWHD shall reimburse the City of Livermore (City) for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent LVWHD assessment are sought to be recovered in the same collection action by the City, the LVWHD shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. ***Original Delinquency***
   Any winery that fails to remit any assessment imposed by this section within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the assessment.
2. ***Continued Delinquency***
   Any winery that fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the assessment in addition to the assessment and the ten percent (10%) penalty first imposed.
3. ***Fraud***
   If the City or third-party collection agency determines that the nonpayment of any remittance due under this article is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties stated in paragraph one (1) and two (2) above of this section.
4. ***Interest***
   In addition to the penalties imposed, any winery who fails to remit any assessment imposed by this section shall pay interest at the rate of one-quarter of one percent (0.25%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

Surplus and Other Funding

Surplus

There is a deficiency in the amount of $82,352.25 from FY 24/25 activity. This amount will be combined with the FY 23/24 carryover of $223,091.28 for a total adjusted amount of $140,739.03 carried over into FY 25/26. We had planned for this deficiency to pay for larger marketing/advertising campaigns in the 24/25 fiscal year. We anticipate continuing that in FY 25/26 to deplete the remainder of the carryover.

Other Funding

We have no outside funding to report for FY 24/25

Notes

The LVWA Board of Directors made the decision during the September 2024 board meeting to change the LVWHD fiscal year to match that of the WHD. This decision will make fiscal reporting and forecasting much easier for both City of Livermore and LVWA staff. This change will be effective as of FY 25/26.

As we embark on the fifth and final year of this approved MDP we have engaged the services of Civitas Advisors to finalize and present the proposed MDP for renewal, proposed petition and resolutions. We anticipate receipt of these documents shortly.

Appendix – Assessed Businesses

3 STEVES WINERY	ALMOST FAMOUS WINE COMPANY
ARROYO CELLARS	BENT CREEK WINERY
BOAVENTURA DE CAIRES WINERY	BODEGAS AGUIRRE
CADDIS WINES	CONCANNON VINEYARD
CUDA RIDGE WINES	DANTE ROBERE VINEYARDS
DARCIE KENT VINEYARDS	DEL VALLE WINERY
EHRENBERG CELLARS	FAVALORA VINEYARDS & WINERY, INC
FENESTRA WINERY	GARRE VINEYARD & WINERY
JMC CELLARS	LAS POSITAS VINEYARDS
LEISURE STREET WINERY	LONGEVITY WINES
MCGRAIL VINEYARDS AND WINERY	MITCHELL KATZ
MURRIETAS WELL	OCCASIO WINERY
OMEGA ROAD WINERY & CELLARS	PAGE MILL WINERY
PRUETT FARMS	RETZLAFF VINEYARDS
RIOS LOVELL WINERY	RODRIGUE MOLYNEAUX WINERY
ROSA FIERRO CELLARS	SAKURA WINERY
STEVEN KENT WINERY	TENUTA VINEYARD
TESLA VINTNERS	WENTE VINEYARDS
WOOD FAMILY VINEYARDS	

** The list was updated and developed with the most reliable information provided; however, the list may contain discrepancies. This list shall include any future to-be opened businesses. Any business that may have been missed in this list, but is still within the boundaries of the LVWHD, shall also be subject to assessment.*

LIVERMORE
CALIFORNIA

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

DATE: November 24, 2025

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: **THIS ITEM WAS CONTINUED FROM THE OCTOBER 27, 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 1 - 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 required, fair-share 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 2).

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.

Multi-family 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 landscaping and a private 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 percent of the plant material is native to California. The proposed architecture is of high quality and incorporates design features as recommended by the Design Standards and Guidelines. Further, the applicant has offered an easement for dedication to the City on the northern four feet of the project site to accommodate the installation of a future bike lane along East Avenue following future study and approved design for such a facility (see Attachment 8). The Active Transportation Plan (ATP) has not established a project-level design to identify specific right-of-way needs for bike lane construction on East Avenue.

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. As noted above, the applicant has also offered a dedication for an easement on the northern four feet of the project site to accommodate the installation of a future bike lane along East Avenue following future study and approved design for such a facility (see Attachment 8).

The Planning Commission Staff Report describes the monetary contribution for frontage improvements as an additional design amenity. The improvements will aid in calming traffic and enhancing bike and pedestrian movement. However, since the improvements are required by the East Avenue Corridor Project and the ATP, they cannot be considered an additional design amenity. Therefore, the $50,000 monetary contribution is the applicant's required fair share of the approved East Avenue / Dolores Street intersection improvements. The intersection improvements are scheduled to start construction in summer 2026 which will be completed as a City-initiated Capital Improvement Project (CIP).

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 the traditional architecture found in the older sections of Livermore, south of downtown. Materials include horizontal lap siding and stucco, wood posts, and a combination of stone and brick wainscoting. Material changes and façade articulation distinguish the dwelling units from one and other. In addition, the architecture provides porches and entries on the street-facing elevations to create an inviting and active street presence. The project includes appropriate site planning, building massing, vertical and horizontal articulation, 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 percent 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 north 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).

ENVIRONMENTAL 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 2).

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 (see Attachment 3 - PC Meeting Minutes).

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.

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.

However, as discussed further above, to address the right-of-way concern the applicant has offered an easement for dedication to the City on the northern four feet of the project site to accommodate the installation of a future bike lane along East Avenue following future study and approved design for such a facility (see Attachment 8).

PUBLIC COMMENT

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

FISCAL 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 pay it's required fair share of $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. Location Map
2. Planning Commission Staff Report
3. Planning Commission Minutes
4. Development Plans
5. Colors and Materials Board

6. Transportation Assessment
7. Public Comments
8. Offer of Dedication
9. Resolution - CEQA
10. Exhibit A - Planning Commission CEQA Resolution
11. Resolution - Project
12. Exhibit A - Planning Commission Project Resolution
13. Exhibit B - Conditions of Approval
14. Ordinance
15. Exhibit A - Planning Commission PD Resolution
16. 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

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

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.

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:

Frank Abboud

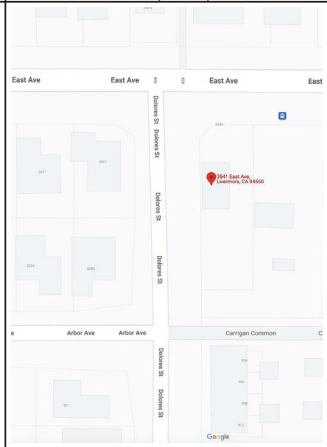
3541 East Avenue

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

Owners:

Frank Abboud
P.O. Box 3975
Hayward, CA 94540
510-541-5353

Architect:

Terry Townsend, Architect
147 Old Bernal Ave., Suite 6
Pleasanton, CA 94566
925-484-5438

Civil Engineer:

Alexander and Associates
147 Old Bernal Avenue, Suite 10
Pleasanton, CA 94566
925-462-2255

Landscape Architect:

Martin Hoffmann
4713 First Street, Suite 205
Pleasanton, CA 94566
925-462-2190

Copyright

The Designs, Plans, Drawings, and Details described herein as Frank Abboud, A.P.N. 98A-610-1, 3541 East Avenue, in Livermore, California, are the exclusive property of Terry Townsend, Architect, and may not be copied or used for any other purpose other than originally intended, without written permission and compensation to Terry Townsend, Architect. Furthermore, Terry Townsend, Architect assumes no liability or responsibility for uses other than those described within these plans, or for revisions and changes without prior notification and written approval by Terry Townsend, Architect. All rights are reserved.

Sheet Index

C	Cover Sheet
1	Site Plan
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
10	Units 9-13 Roof Plan
11	Units 1-8 Exterior Elevations
12	Units 9-13 Exterior Elevations
D1	Architectural Details
S	Streetscapes
L1	Conceptual Landscape Plan
C1	Cover Sheet
C2	Topographic Survey and Demolition Plan
C3	Improvement Plan
C4	Utility Plan
C5	C.3 Drainage Plan

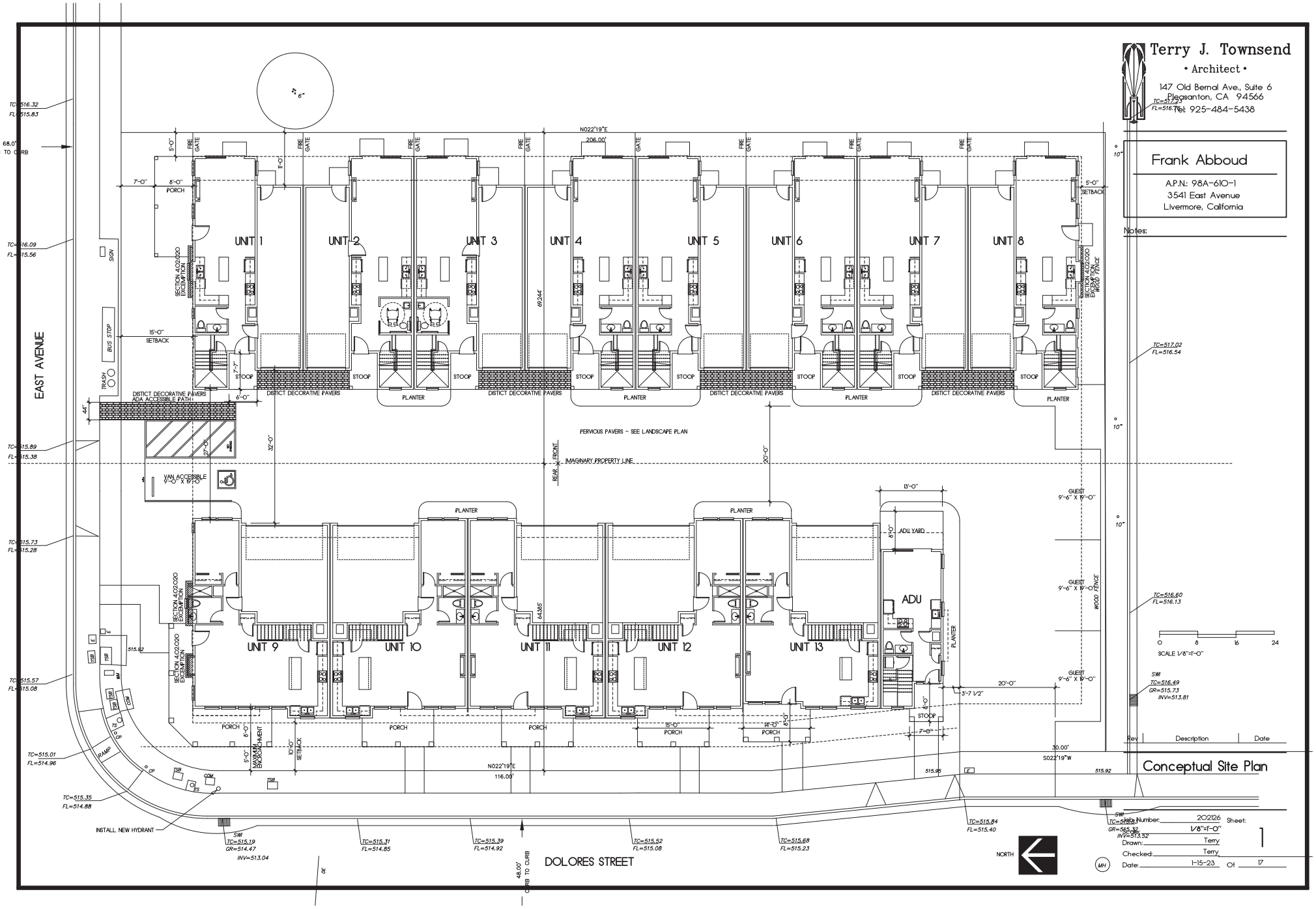
Rev	Description	Date

Cover Sheet

Job Number: 202126
Scale: None
Drawn: Terry
Checked: Terry
Date: 1-15-23
Sheet: C
Of 17


Dolores Street


East Avenue



Terry J. Townsend
• Architect •
147 Old Bernal Ave., Suite 6
Pleasanton, CA 94566
Tel 925-484-5438

Frank Abboud

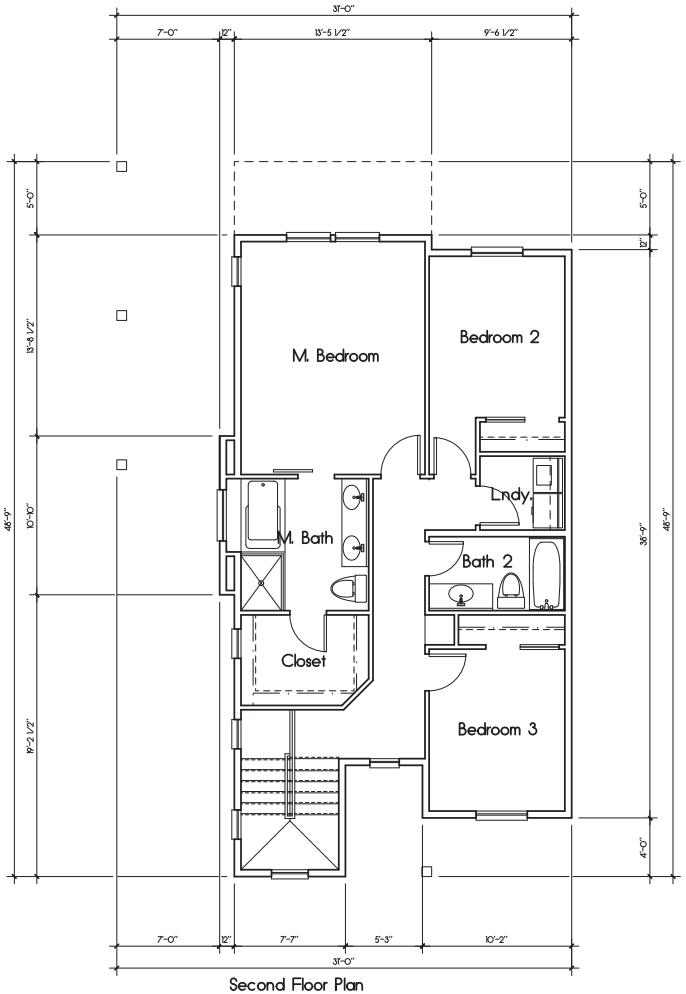
A.P.N: 98A-610-1
3541 East Avenue
Livermore, California

Notes:

Rev	Description	Date

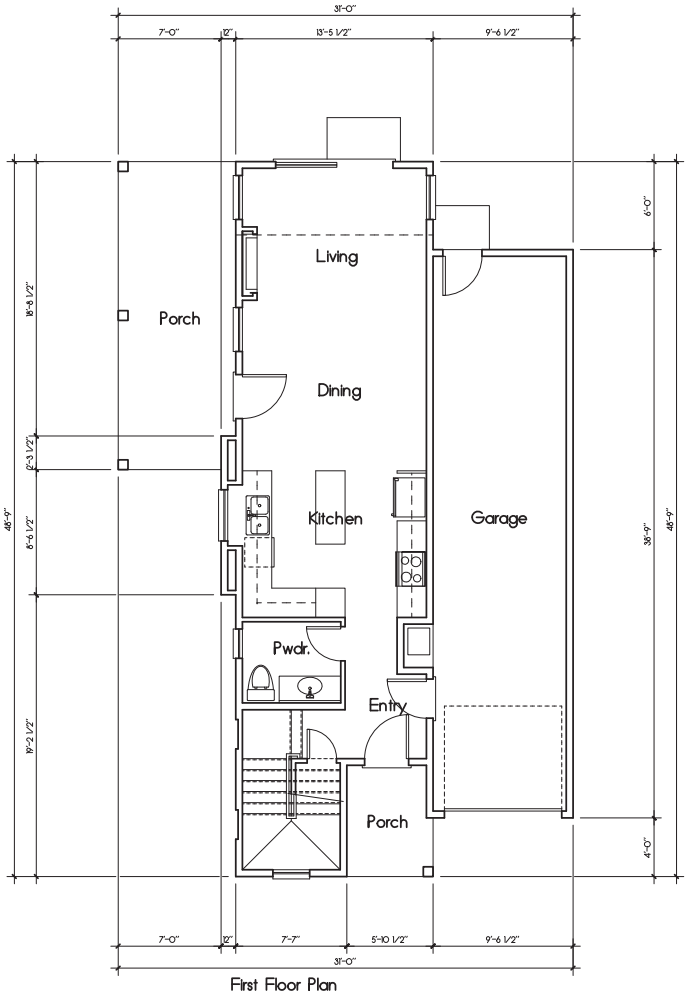
Conceptual Site Plan

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

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:

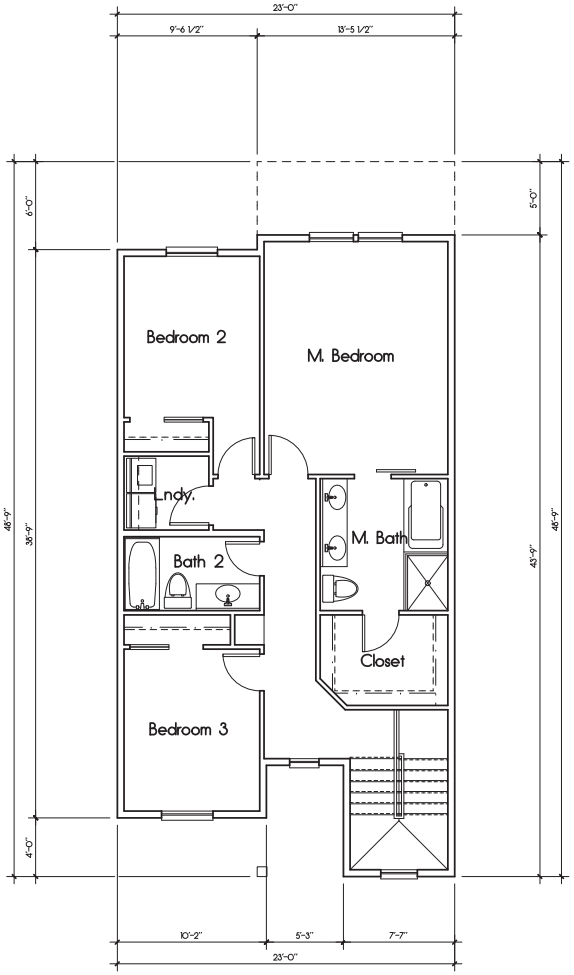
0 4 8 12
SCALE 1/4"=1'-0"

Rev	Description	Date

Unit 1
Floor Plans

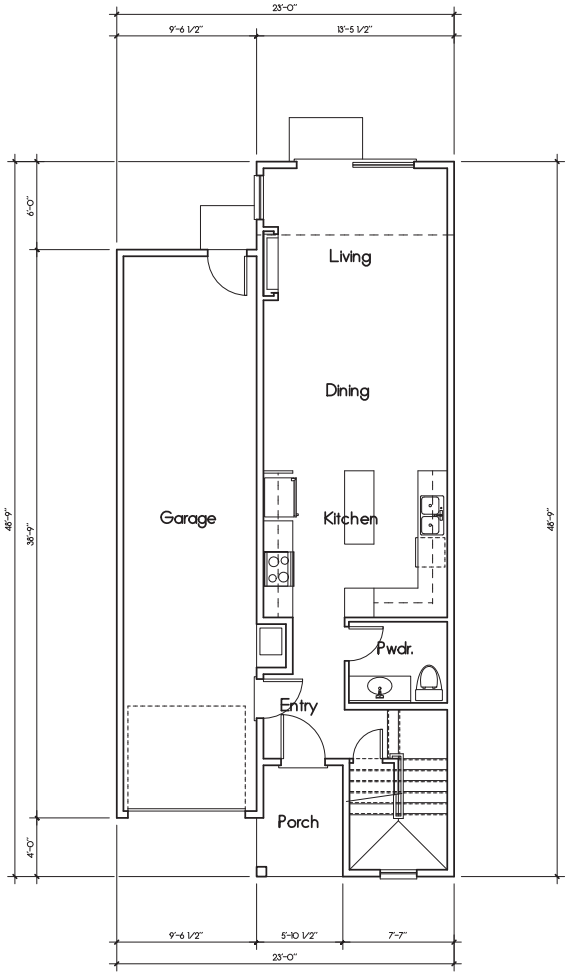
Job Number: 202126
Scale: 1/4"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23

Sheet: 2 Of 17



Second Floor Plan

SECOND FLOOR AREA: 857 SQ. FT.



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.

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:

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

Rev	Description	Date

Units 2-7
Floor Plans

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

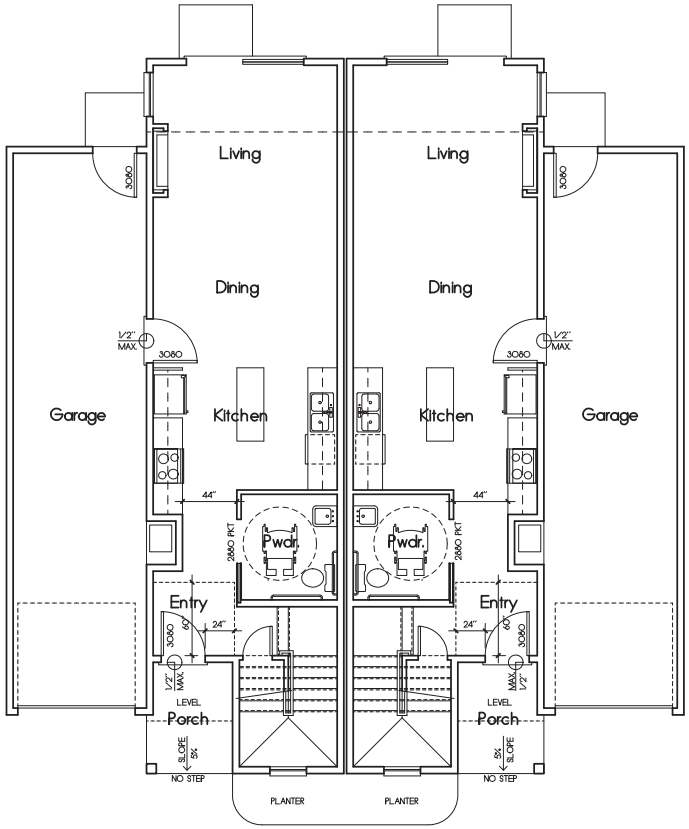
Sheet: 3 Of 17

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:



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.

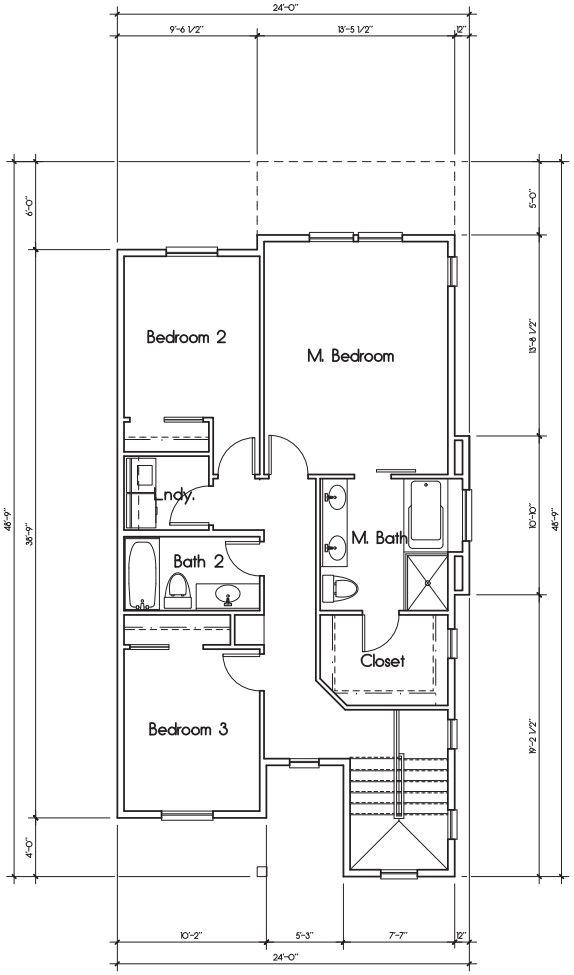
0 4 8 12
SCALE 1/4"=1'-0"

Rev	Description	Date

Units 2 and 3
Adaptable First Floor Plans

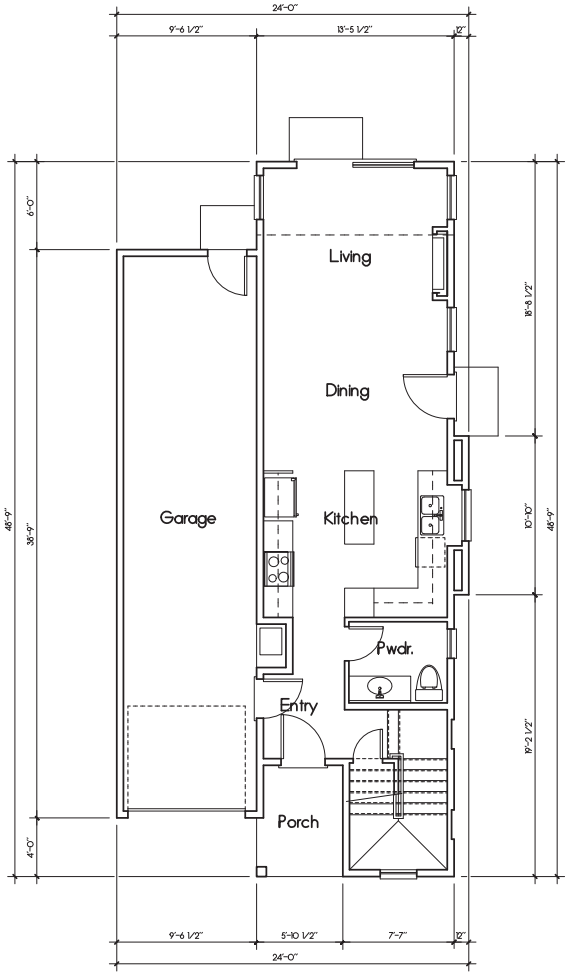
Job Number: 202126
Scale: 1/4"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23

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.

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:

0 4 8 12
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

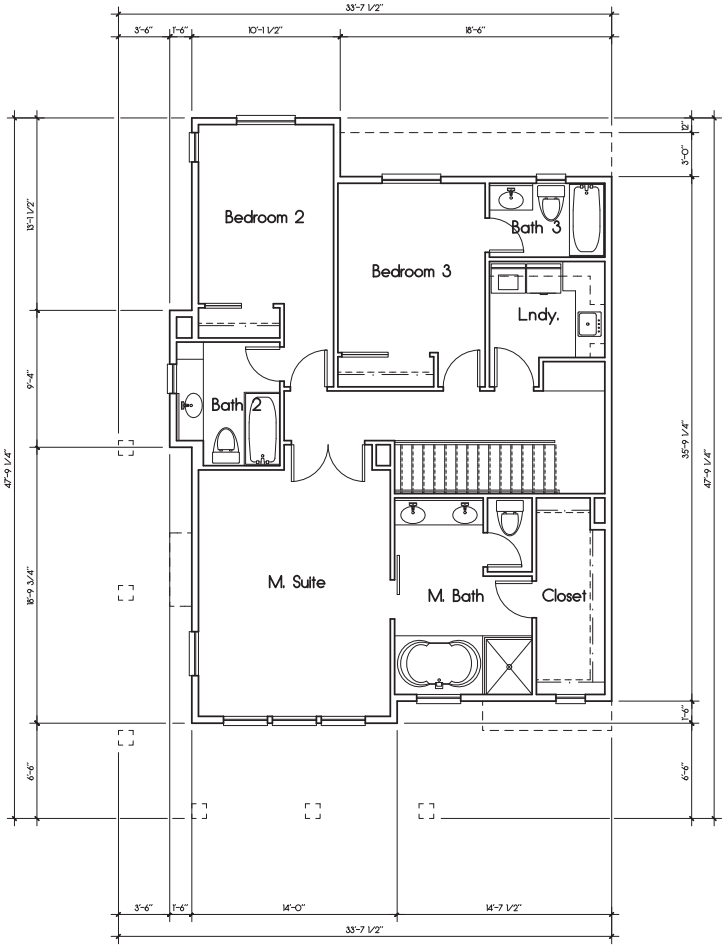
Sheet: 5 Of 17

Terry J. Townsend
• Architect •
147 Old Bernal Ave., Suite 6
Pleasanton, CA 94566
Tel: 925-484-5438

Frank Abboud

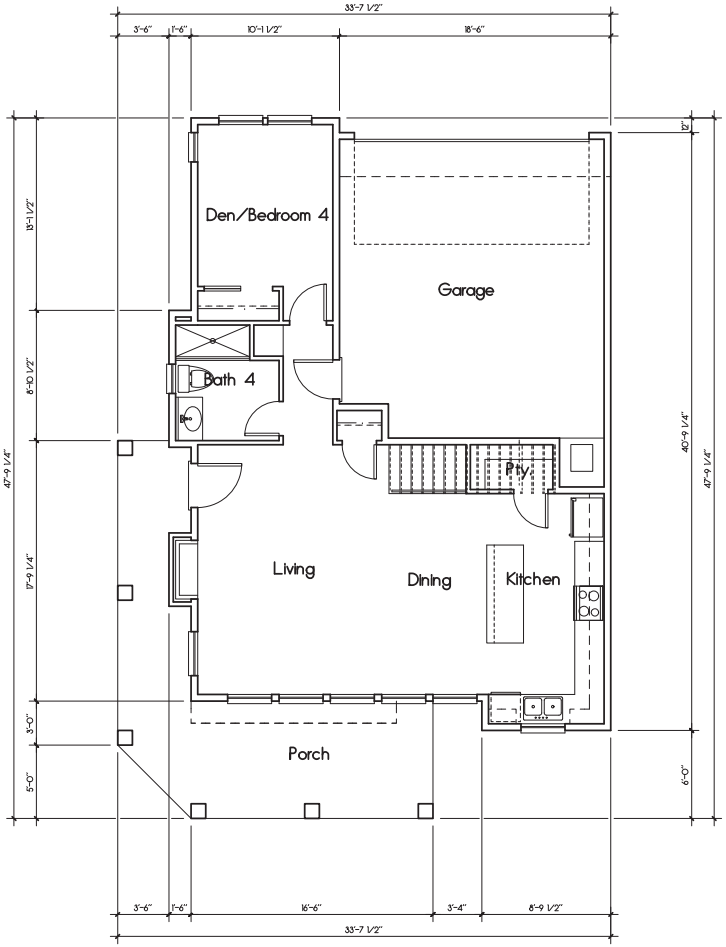
A.P.N.: 98A-610-1
3541 East Avenue
Livermore, California

Notes:



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.

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

Rev	Description	Date

Unit 9
Floor Plans

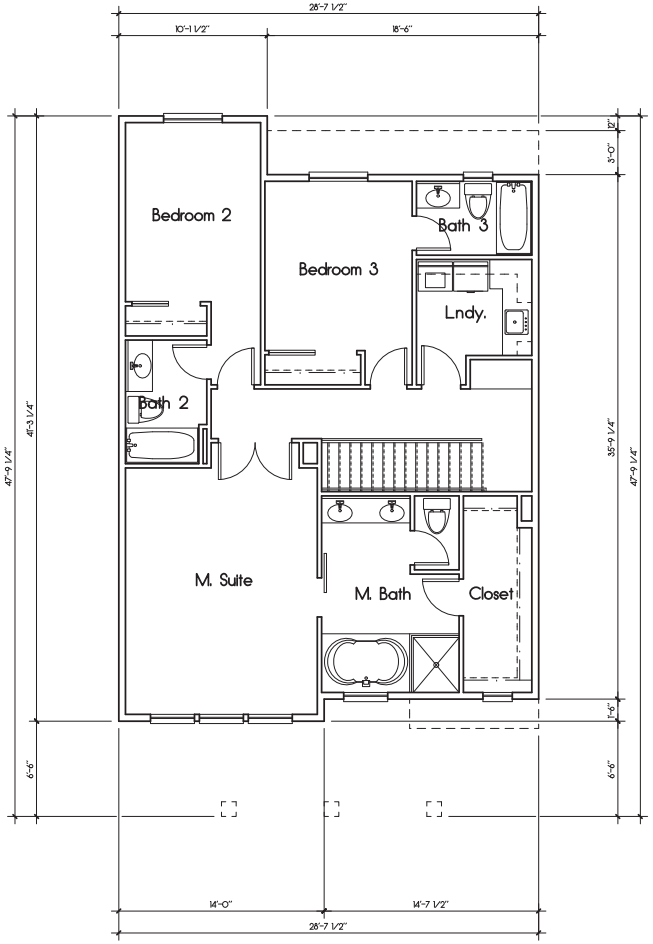
Job Number: 202126
Scale: 1/4"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23

Sheet: 6 Of 17

Terry J. Townsend
• Architect •
147 Old Bernal Ave., Suite 6
Pleasanton, CA 94566
Tel: 925-484-5438

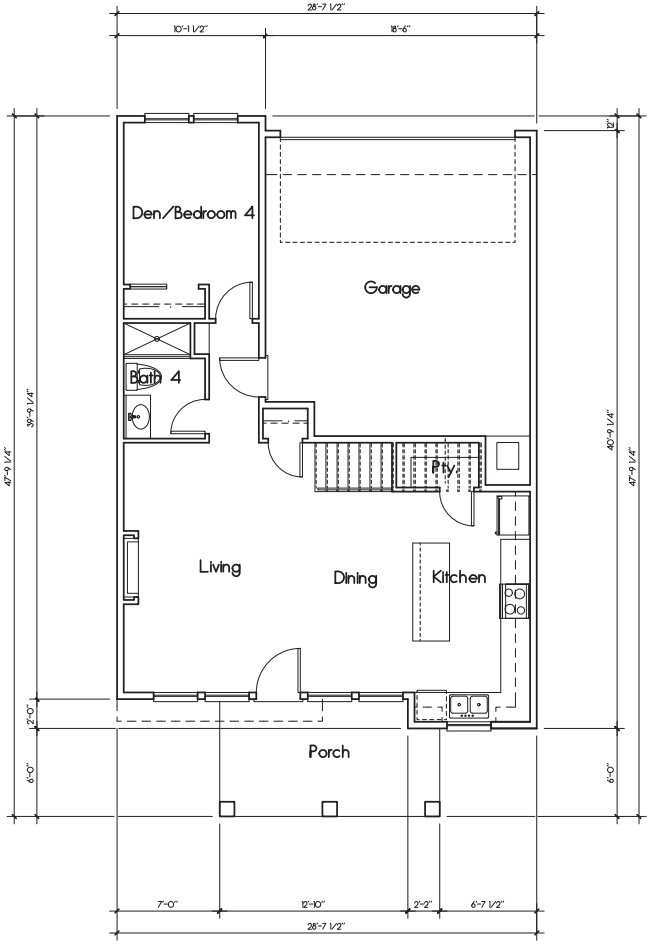
Frank Abboud
A.P.N.: 98A-610-1
3541 East Avenue
Livermore, California

Notes:



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.

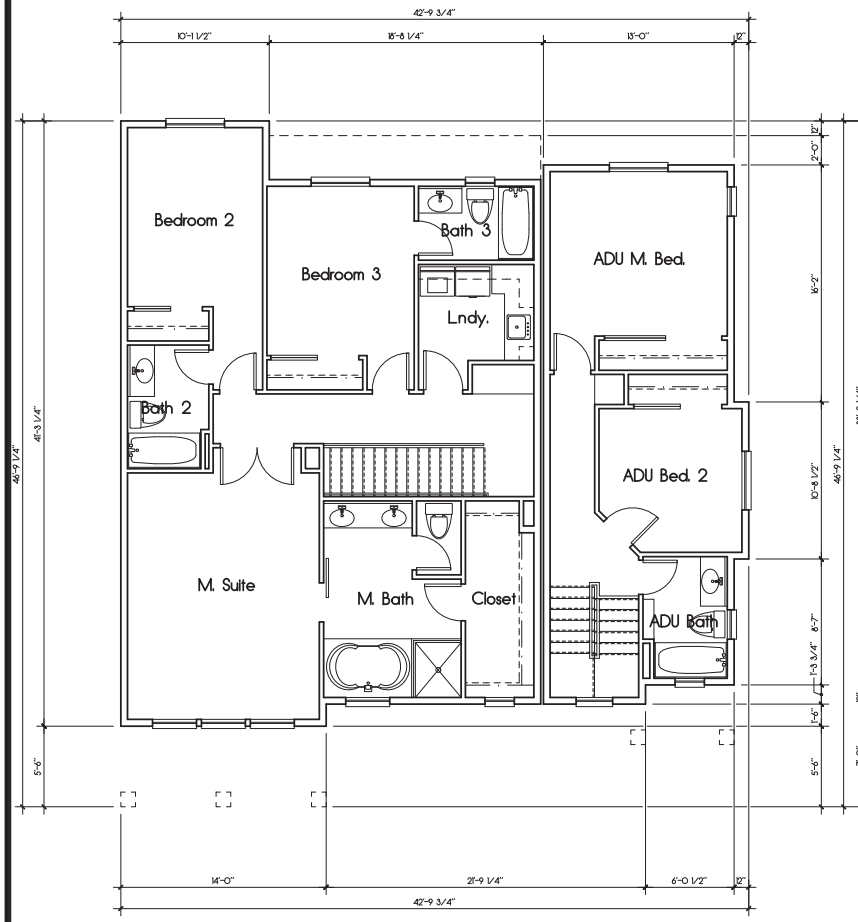
0 4 8 12
SCALE 1/4"=1'-0"

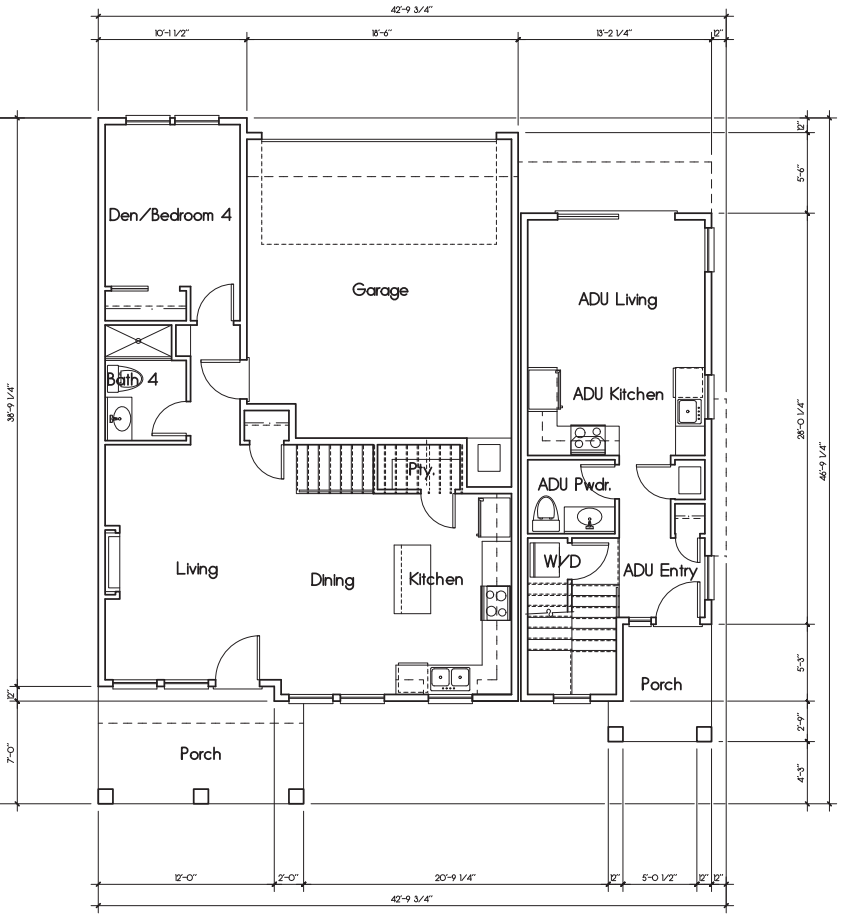
Rev	Description	Date

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.

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:

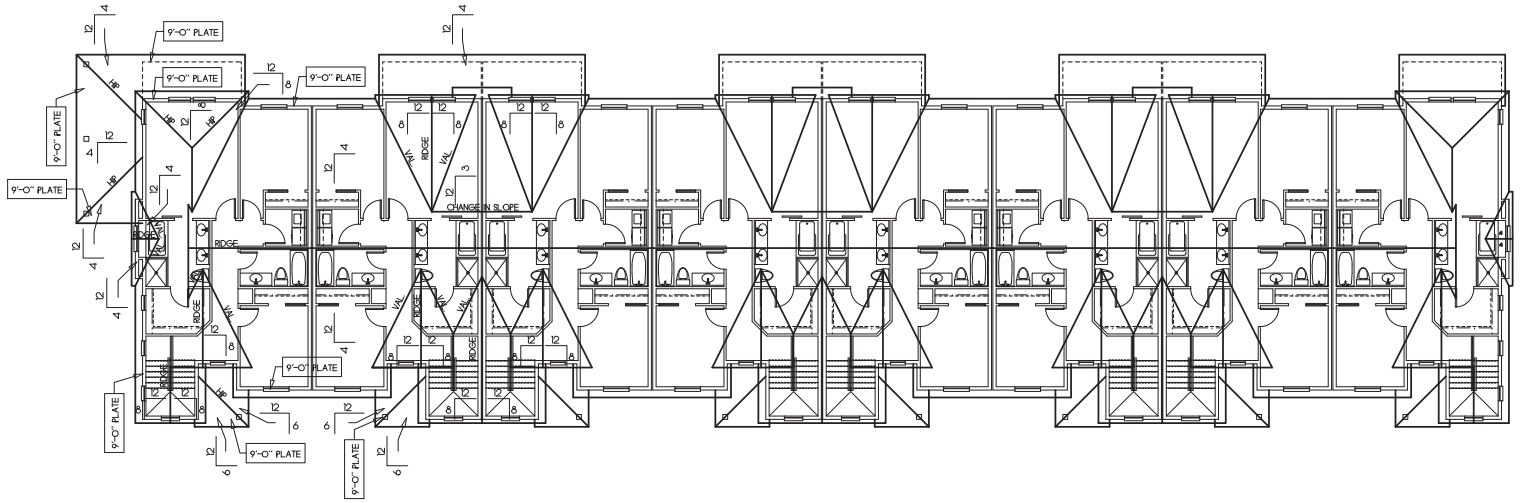
0 4 8 12
SCALE 1/4"=1'-0"

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



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:

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

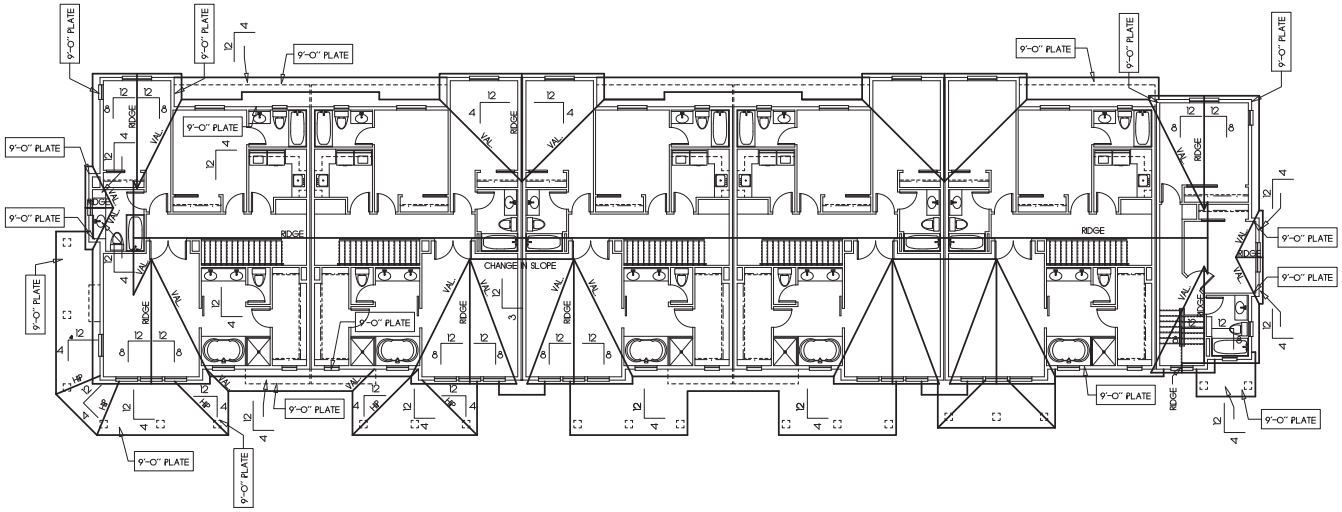
Sheet: 9 Of 17

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:



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

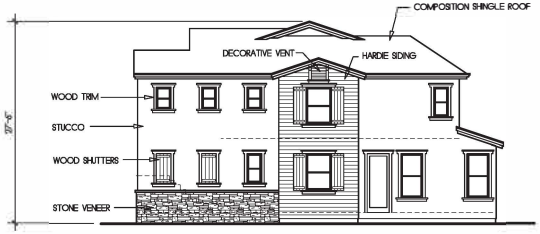
Sheet: 10 Of 17



West Elevation
(Auto Court Side)



North Side Elevation
(East Avenue Side)



South Side Elevation



East Elevation

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

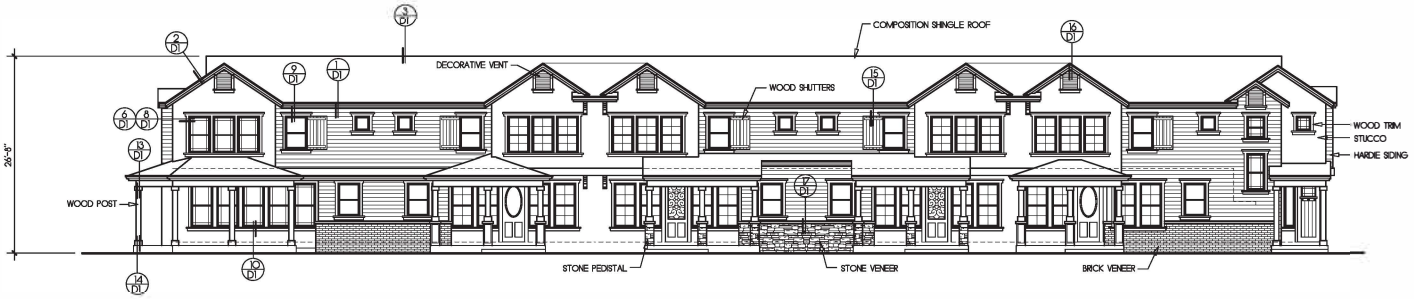
Notes:

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

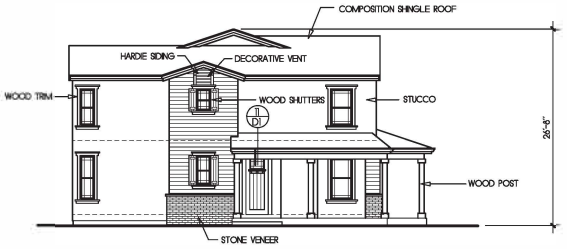
Rev	Description	Date

Units 1-8
Exterior Elevations

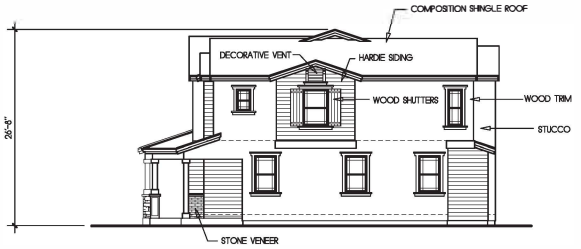
Job Number: 202126
Scale: 1/8"=1'-0"
Drawn: Terry
Checked: Terry
Date: 1-15-23
Sheet: 11
Of 17



West Elevation
(Dolores Street Side)



North Side Elevation
(East Avenue Side)



South Side Elevation



East Elevation
(Auto Court Side)

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:

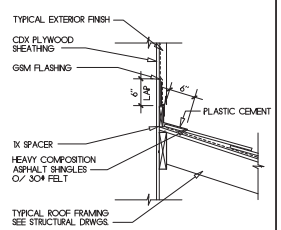
0 8 16 24
SCALE 1/8"=1'-0"

Rev	Description	Date

Units 9-13
Exterior Elevations

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

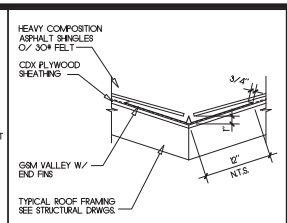
Sheet: 12 Of 17



SCALE 1"=1'-0"

DETAIL/ROOF/COMPOSITION/005

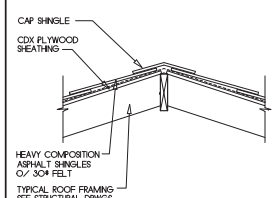
Roof to Wall 5



SCALE 1"=1'-0"

DETAIL/ROOF/COMPOSITION/004

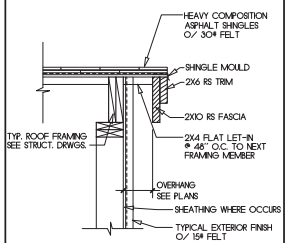
Valley 4



SCALE 1"=1'-0"

DETAIL/ROOF/COMPOSITION/003

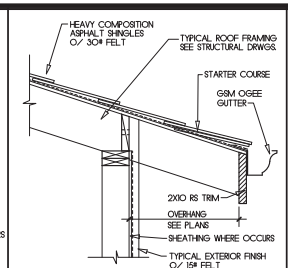
Hip/Ridge 3



SCALE 1"=1'-0"

DETAIL/ROOF/COMPOSITION/011

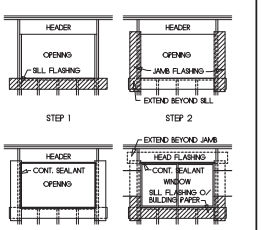
Typical Rake 2



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-1657. USE FORTIFLASH 25 BY FORTIFIBER OR EQUAL O/ SOLID BACKING.

FOR NAIL-ON-FLANGE TYPE FIXTURES A STRIP OF APPROVED FLASHING MATERIAL SHOLD 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.

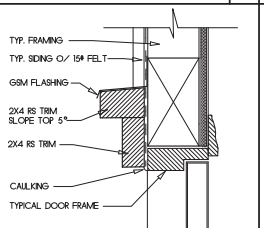
THE FIXTURE SHALL THEN BE INSTALLED.

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

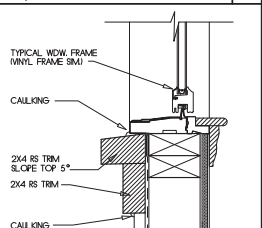
Window Flashing 6



SCALE 3"=1'-0"

DETAIL/DOOR/WOOD/HEAD/004

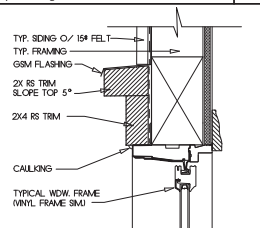
Door Head 11



SCALE 3"=1'-0"

DETAIL/WDW/WOOD/SILL/006

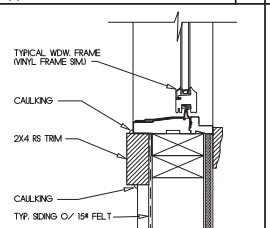
Window Sill 10



SCALE 3"=1'-0"

DETAIL/WDW/WOOD/HEAD/005

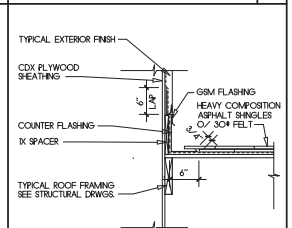
Window Head 9



SCALE 3"=1'-0"

DETAIL/WDW/WOOD/JAMB/001

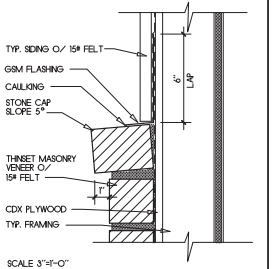
Window Jamb 8



SCALE 1"=1'-0"

DETAIL/ROOF/COMPOSITION/006

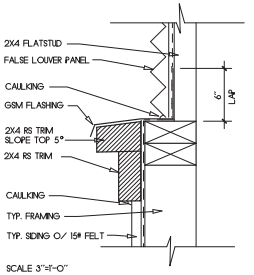
Roof to Wall 7



SCALE 3"=1'-0"

DETAIL/WDW/MASONRY/004

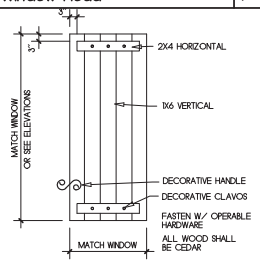
Masonry to Wall 17



SCALE 3"=1'-0"

DETAIL/VENTS/005

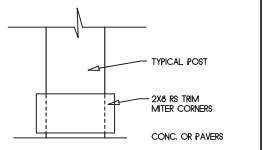
Decorative Vent 16



SCALE 1/2"=1'-0"

DETAIL/WOOD/052

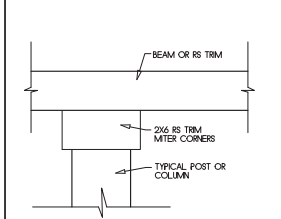
Shutter 15



SCALE 1"=1'-0"

DETAIL/WOOD/071

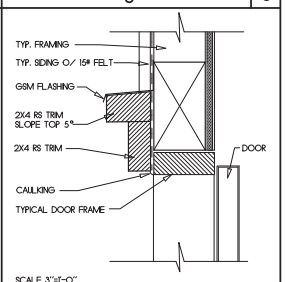
Post Base 14



SCALE 1"=1'-0"

DETAIL/WOOD/036

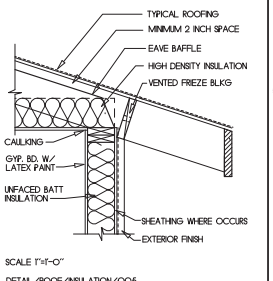
Post Cap 13



SCALE 3"=1'-0"

DETAIL/DOOR/WOOD/HEAD/005

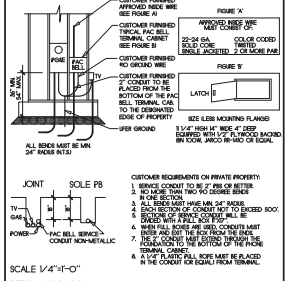
Garage Door Head 12



SCALE 1"=1'-0"

DETAIL/ROOF/INSULATION/005

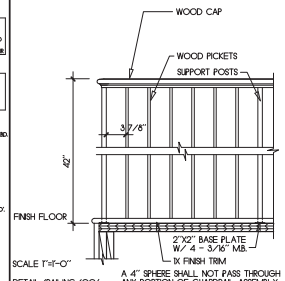
Insulation 23



SCALE 1/4"=1'-0"

DETAIL/MISC/001

Utility Location 22

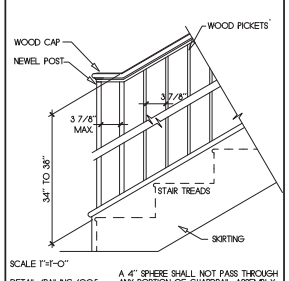


SCALE 1"=1'-0"

A 4" SPHERE SHALL NOT PASS THROUGH ANY PORTION OF GUARDRAIL ASSEMBLY

DETAIL/RAILING/006

Guardrail 21

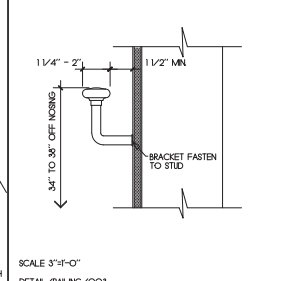


SCALE 1"=1'-0"

A 4" SPHERE SHALL NOT PASS THROUGH ANY PORTION OF GUARDRAIL ASSEMBLY

DETAIL/RAILING/005

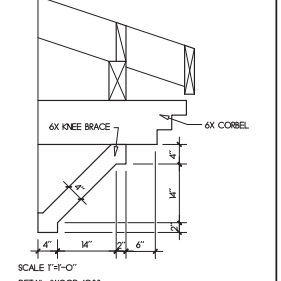
Handrail 20



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

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:



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 PERMEABILITY.

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 STRUCTURES 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) 277-2600. 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 [illegible] 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.

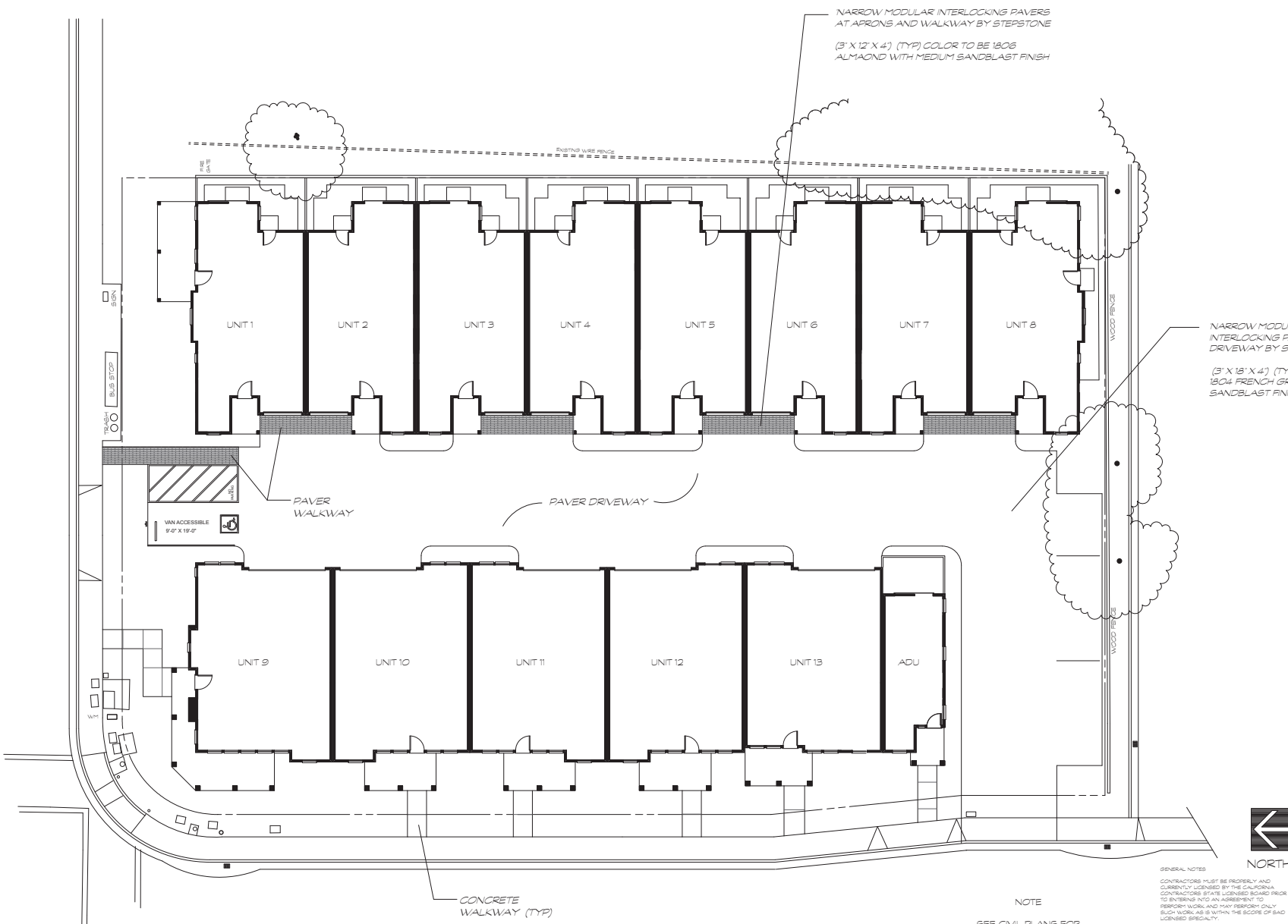
NOTE:
THIS PLAN IS DIAGRAMMATIC IN NATURE. IT IS MEANT AS A GENERAL GUIDE TO CONSTRUCTION ONLY. IT IS NOT FULLY DETAILED NOR EXHAUSTIVELY SPECIFIED.
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE SITE PRIOR TO STARTING WORK. NOTIFY LANDSCAPE DESIGNER PROMPTLY WITH ANY FIELD DISCREPANCIES. 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
	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

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"

Martin Hoffmann
LANDSCAPE ARCHITECT
4713 FIRST STREET
SUITE 205
PLEASANTON, CA
925 462 2190
MHOFFMANN@SBCGLOBAL.NET

TOWNHOUSE DEVELOPMENT

3541 EAST AVE
LIVERMORE, CA.

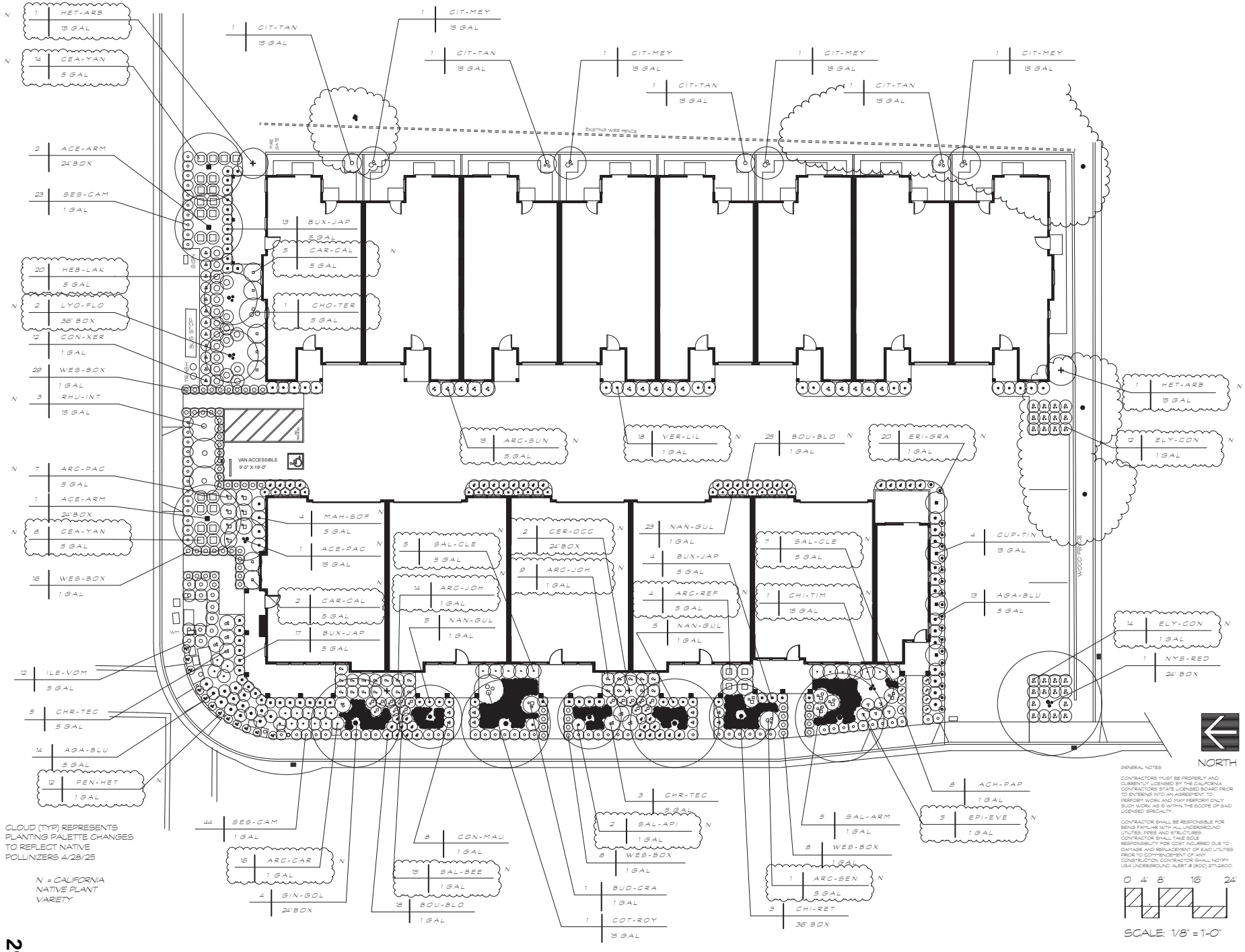
NOTE:
THIS PLAN IS DIAGRAMMATIC IN NATURE. IT IS MEANT AS A GENERAL GUIDE TO CONSTRUCTION ONLY. IT IS NOT FULLY DETAILED NOR EXHAUSTIVELY SPECIFIED.
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE SITE PRIOR TO STARTING WORK, NOTIFY LANDSCAPE DESIGNER PROMPTLY WITH ANY FIELD DISCREPANCIES. 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
	2/23/21 10/4/22
	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

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.

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:
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.

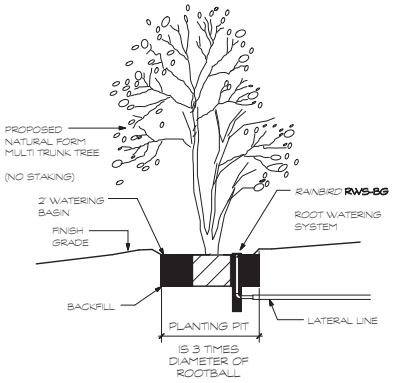
REV. NO.	REVISION
	2/25/21 12/4/22
	2/15/24 3/10/25
	4/28/25 (NATIVE PALETTE)

PLANTING PLAN

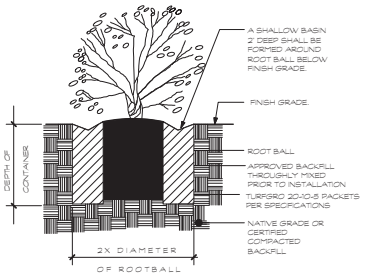
JOB NO.	DATE: 1/15/20
DRAWN: MPH	SCALE: 1/8" = 1'-0"

L-2

ATTACHMENT 4



MULTI TRUNK TREE
NO SCALE



SHRUB PLANTING DETAIL

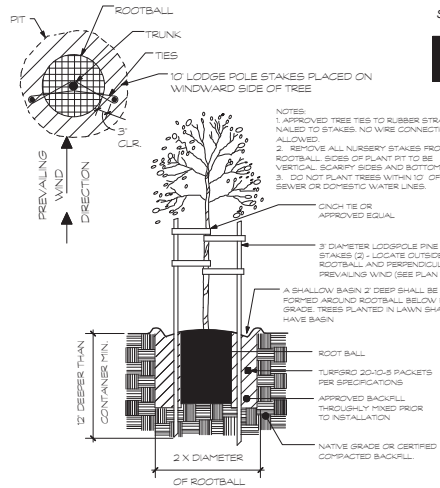
PLANTING LEGEND:

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

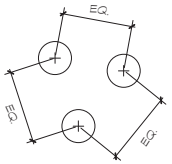
NOTE: ALL SHRUBS HAVE A MINIMUM 5-GALLON POT SIZE

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 2' 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.

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:
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.

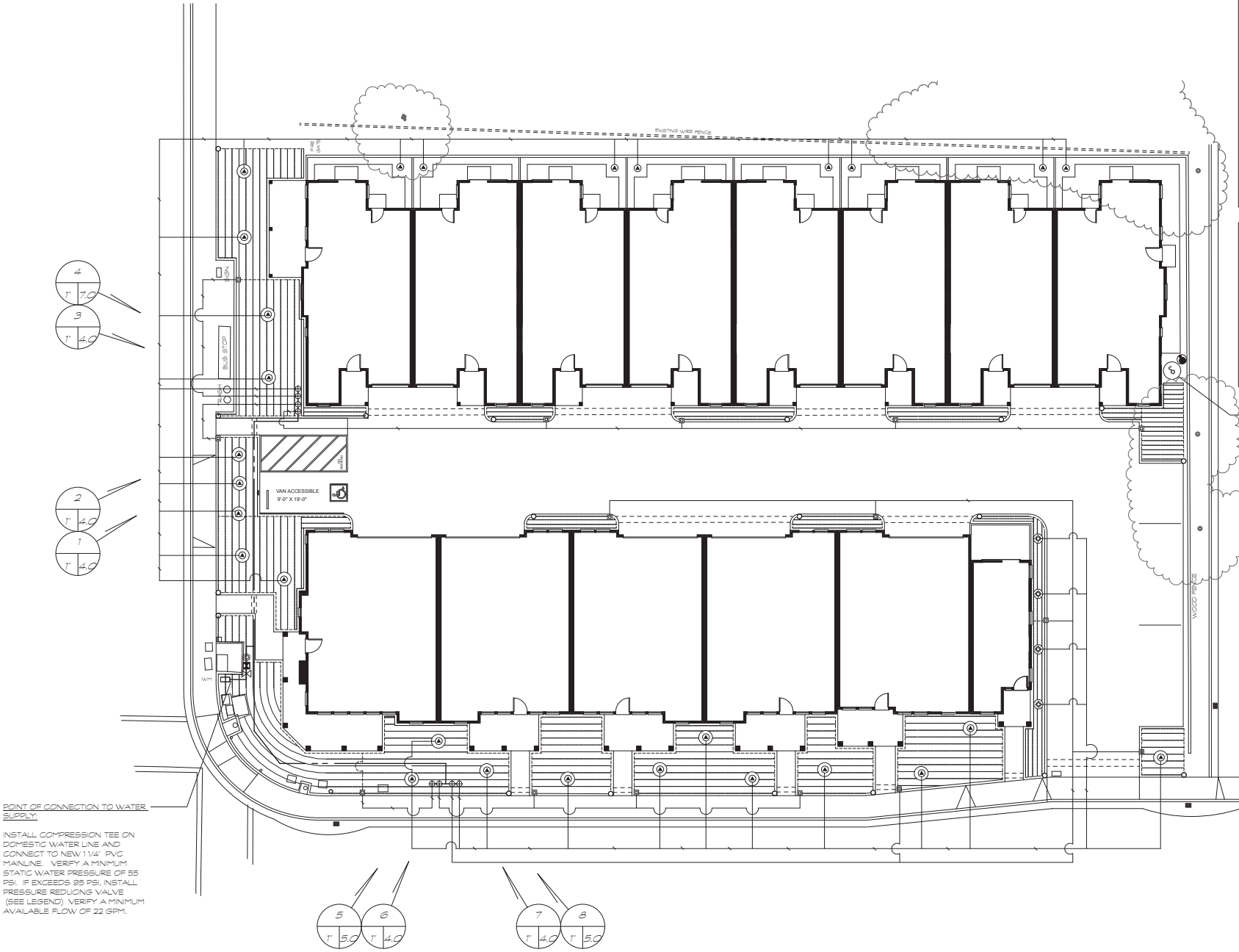
REV. NO.	REVISION
	2/25/21 1/24/22
	2/6/24 3/1/24
	4/28/25 (NATIVE PALETTE)

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"

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:
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
	2/23/21 10/4/22
	2/15/24 3/10/23
	4/28/23 (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
			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
			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	[redacted]			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

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	2533
Total Area	4750
Average ETAF	0.53

All 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.

[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

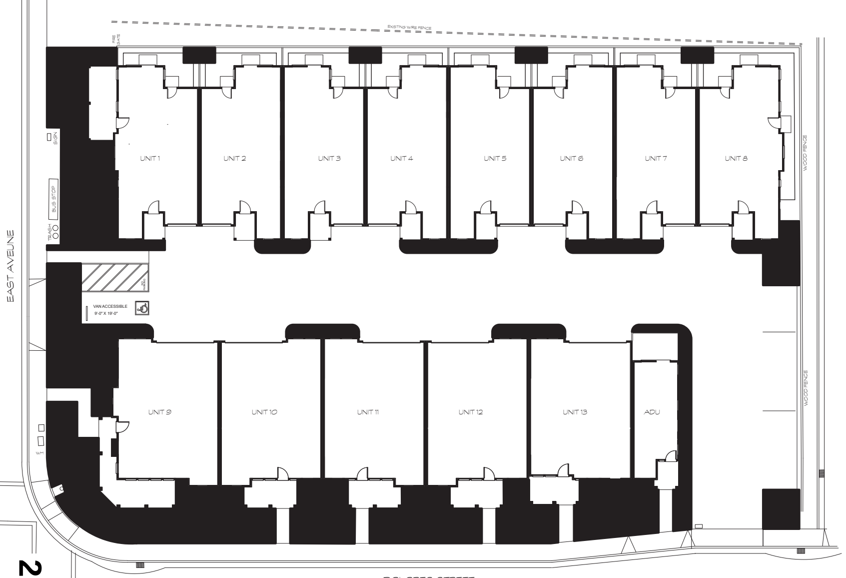
0.45	Non-Residential
0.55	Residential
0.81	Drip
0.75	Overhead

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 CONTRACTORS RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED IN THE PLANS. CITYSTANDARD 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 LIABILITY 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.

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:
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 SOLEY RESPONSIBLE FOR QUALITY CONTROL, CONSTRUCTION STANDARDS AND FOR MAINTAINING COMPLIANCE WITH LOCAL ANDCOUNTY CODES ON THIS PROJECT.

LICENSED LANDSCAPE ARCHITECT
MARTIN HOFFMANN
4/1/25
LA 4717
REN. 09-30-26
STATE OF CALIFORNIA

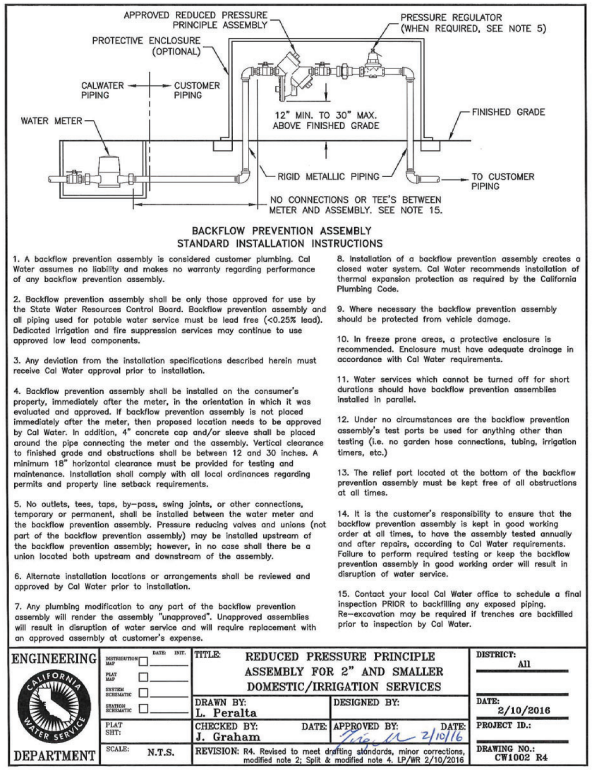
REV. NO.	REVISION
	2/25/21 10/4/22
	8/6/24 2/10/25
	4/28/25 (NATIVE PALETTE)

IRRIGATION NOTES

JOB NO:	DATE: 11/18/20
DRAWN: MFH	

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.)

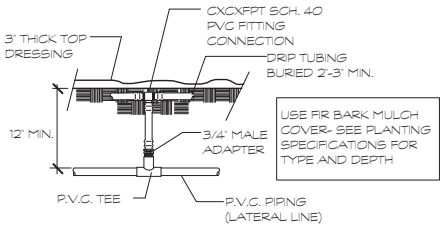
13. The relief port located at the bottom of the backflow prevention assembly must be kept free of all obstructions at all times.

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.

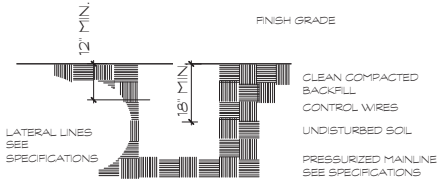
15. Contact your local Cal Water office to schedule a final inspection PRIOR to backfilling any exposed piping. Re-excavation may be required if trenches are backfilled prior to inspection by Cal Water.

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

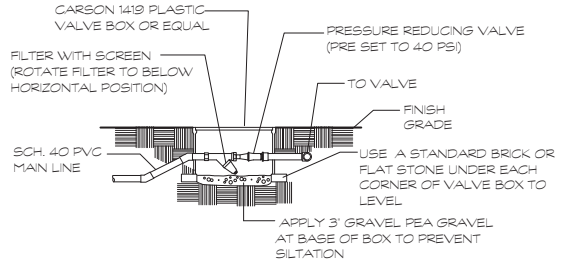
BACKFLOW PREVENTION DEVICE
NO SCALE



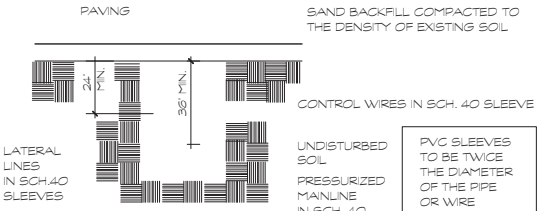
DRIP CONNECTION :
PVC TO POLYTUBE ON GRADE



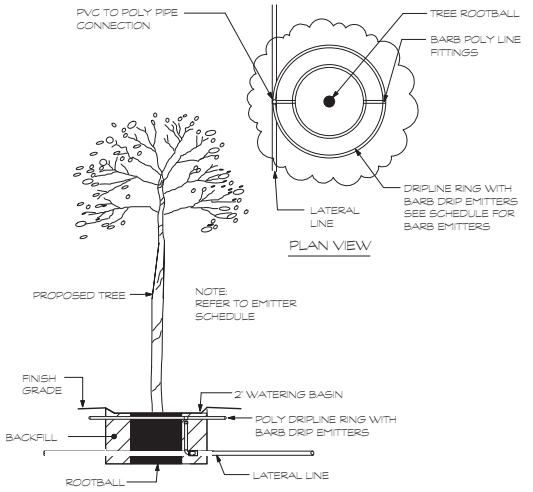
PIPE TRENCHING
NO SCALE



FILTER/ PRESSURE REGULATOR
NO SCALE



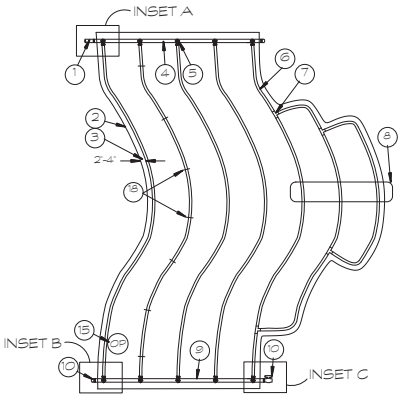
SLEEVING INSTALLATION
NO SCALE

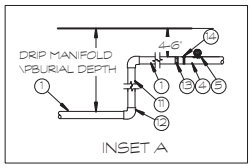


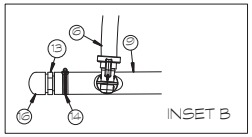
TREE DRIP SYSTEM
NO SCALE

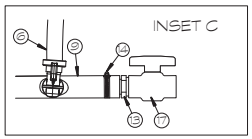
NOTES:

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.





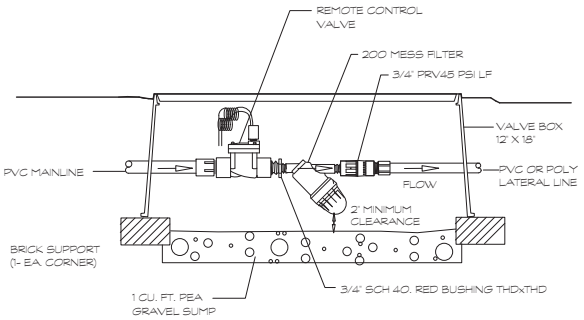




1. PVC SUPPLY PIPE FROM RAIN BIRD CONTROL ZONE KIT (SIZED TO MEET LATERAL FLOW DEMAND) PERIMETER OF AREA
2. PERIMETER OF AREA
3. PERIMETER DRIPLINE PIPE TO BE INSTALLED 2'-4' FROM PERIMETER OF AREA
4. QF-SUPPLY HEADER
5. PRE-INSTALLED BARB FITTING
6. RAIN BIRD XFS SERIES DRIPLINE (TYPICAL)
7. BARB X 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

Martin Hoffmann
LANDSCAPE ARCHITECT
4713 FIRST STREET
SUITE 205
PLEASANTON, CA
925 462 2190
MHOFFMANN@SBCGLOBAL.NET

TOWNHOUSE DEVELOPMENT

3541 EAST AVE
LIVERMORE, CA.

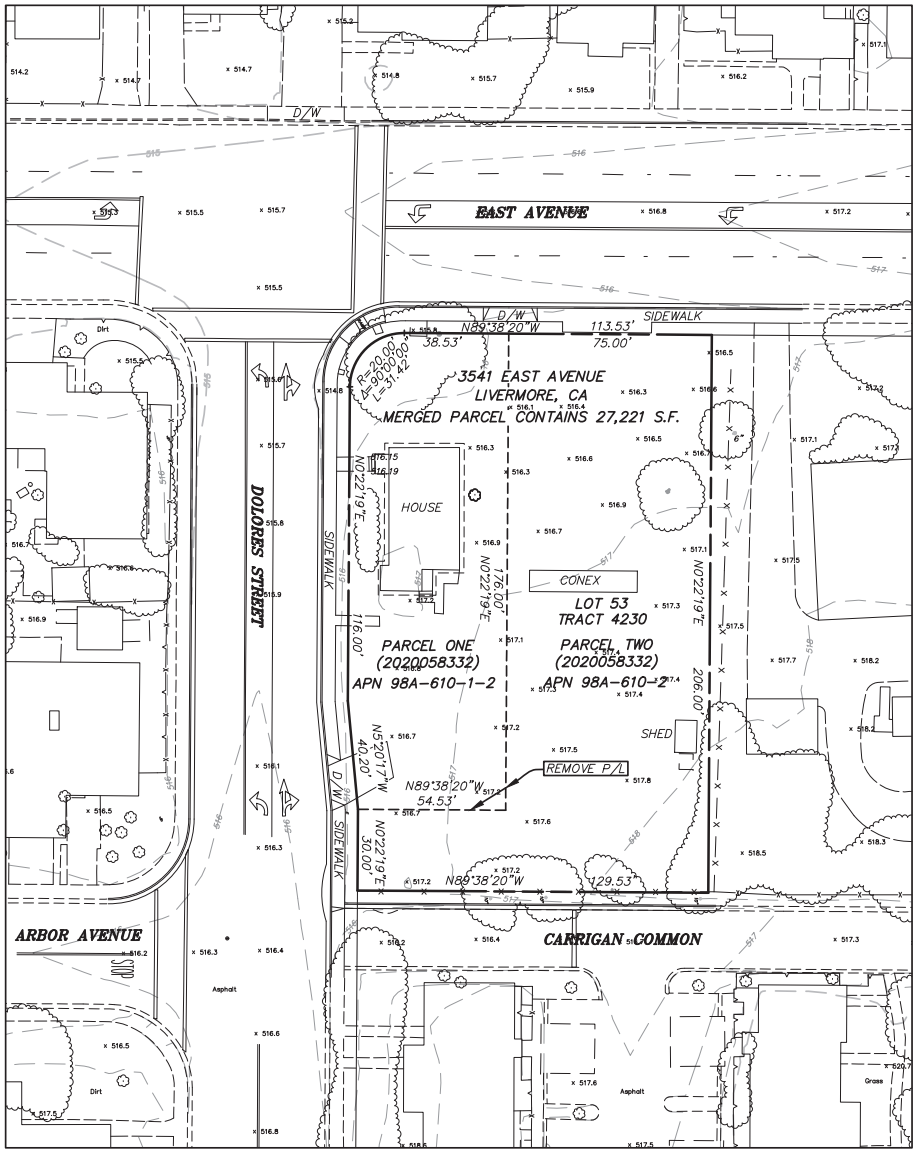
NOTE:
THIS PLAN IS DIAGRAMMATIC IN NATURE. IT IS MEANT AS A GENERAL GUIDE TO CONSTRUCTION ONLY. IT IS NOT FULLY DETAILED NOR EXHAUSTIVELY SPECIFIED.
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE SITE PRIOR TO STARTING WORK, NOTIFY LANDSCAPE DESIGNER PROMPTLY WITH ANY FIELD DISCREPANCIES. 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
	2/25/21 1/24/22
	2/15/24 3/1/23
	4/25/25 (NATIVE PALETTE)

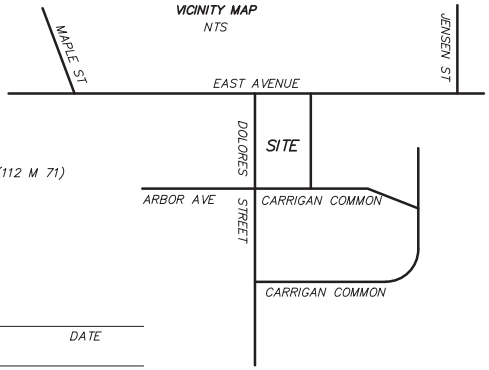
IRRIGATION DETAILS

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'

LEGEND

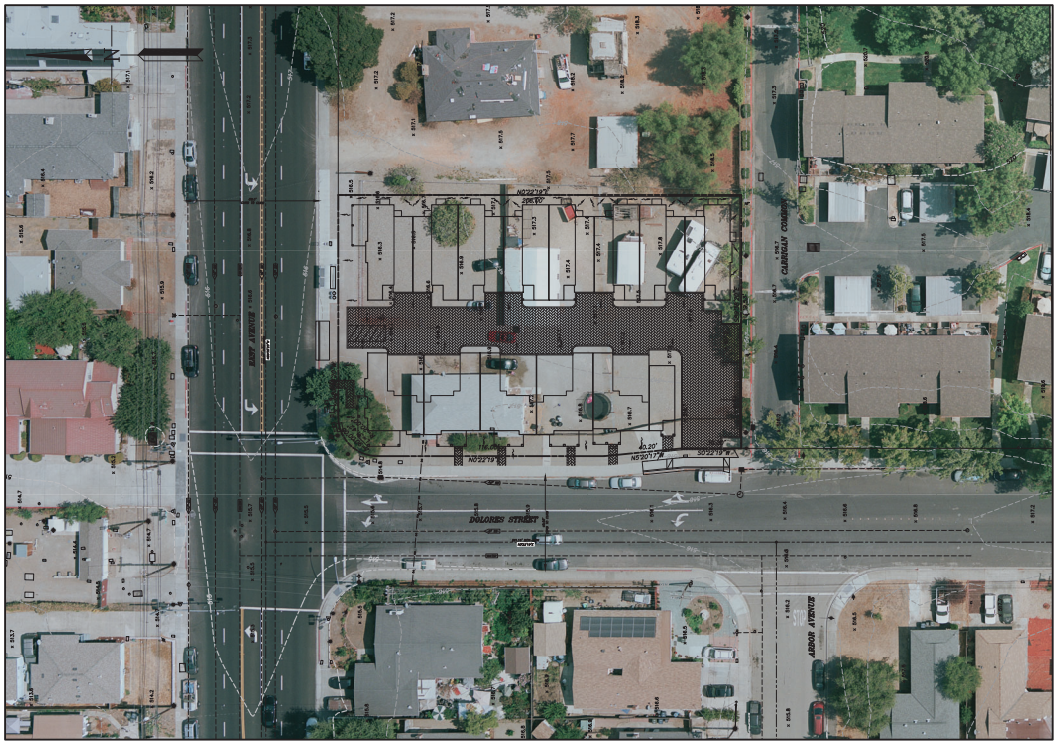
PROPOSED	DESCRIPTION	EXISTING
	TRACT BOUNDARY	
	LOT LINE	
	RIGHT OF WAY	
	CENTER LINE	
	MATCH LINE	
	RETAINING WALL	
	EASEMENT LINE	
12"SD	STORM DRAIN	EX 12"SD
8"SS	SANITARY SEWER	EX 8"SS
8"W	WATER	EX 8"W
	CURB & GUTTER	EX C/G
	TEMPORARY CONSTRUCTION GATE	
	NEW ENTRANCE GATE	
	STORM WATER INLET	
	FIELD 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

ABBREVIATIONS

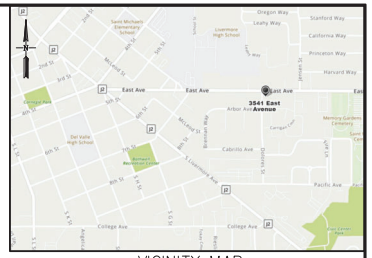
AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
BC	BEGINNING OF CURVE
BVC	BEGIN VERTICAL CURVE
BO	BLOW OFF
BW	BOTTOM OF WALL
CL	CENTER LINE
CMP	CORRUGATED METAL PIPE
CP	CENTER POINT
CS	CURB STATION
DWY	DRIVEWAY
DIP	DUCTILE IRON PIPE
EC	END OF CURVE
EVC	END VERTICAL CURVE
EVA	EMERGENCY VEHICLE ACCESS
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

IMPROVEMENT PLANS
3541 EAST AVENUE

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA



SITE MAP
1"=30'



VICINITY MAP
NTS

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

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

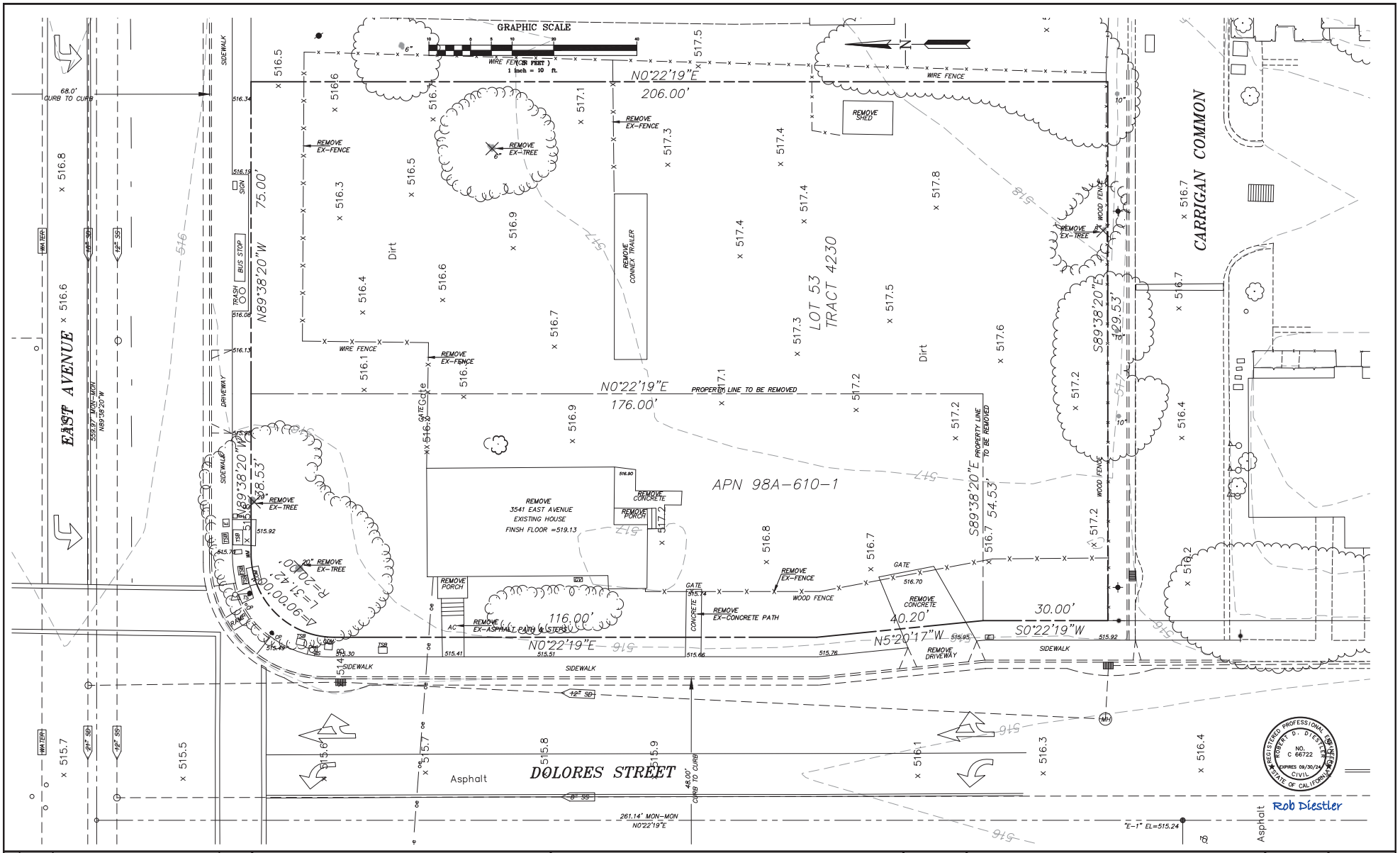
ALEXANDER & ASSOCIATES INC.
SURVEYORS
ENGINEERS
PLANNERS
147 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA 94566
surveyor@trivalley.com (925) 462-2255

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



REV	DATE	DESCRIPTION	APPROVAL

PROJECT NAME

TOPOGRAPHIC SURVEY & DEMOLITION PLAN

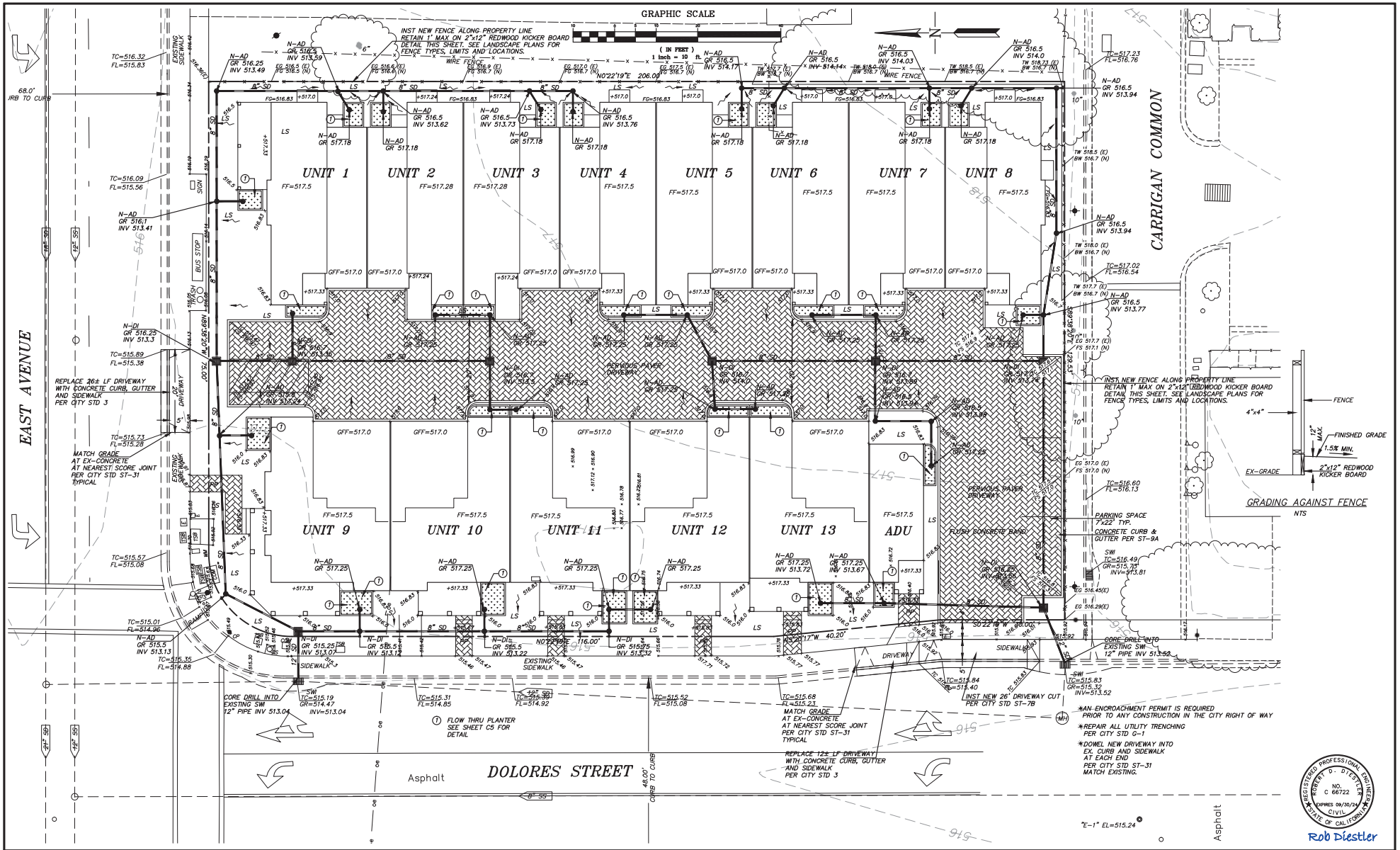
ALEXANDER & ASSOCIATES INC.
SURVEYORS
ENGINEERS
PLANNERS
147 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA 94566
surveyor@trivalley.com (925) 462-2255

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



REV	DATE	DESCRIPTION	APPROVAL

PROJECT NAME: *IMPROVEMENT PLAN*

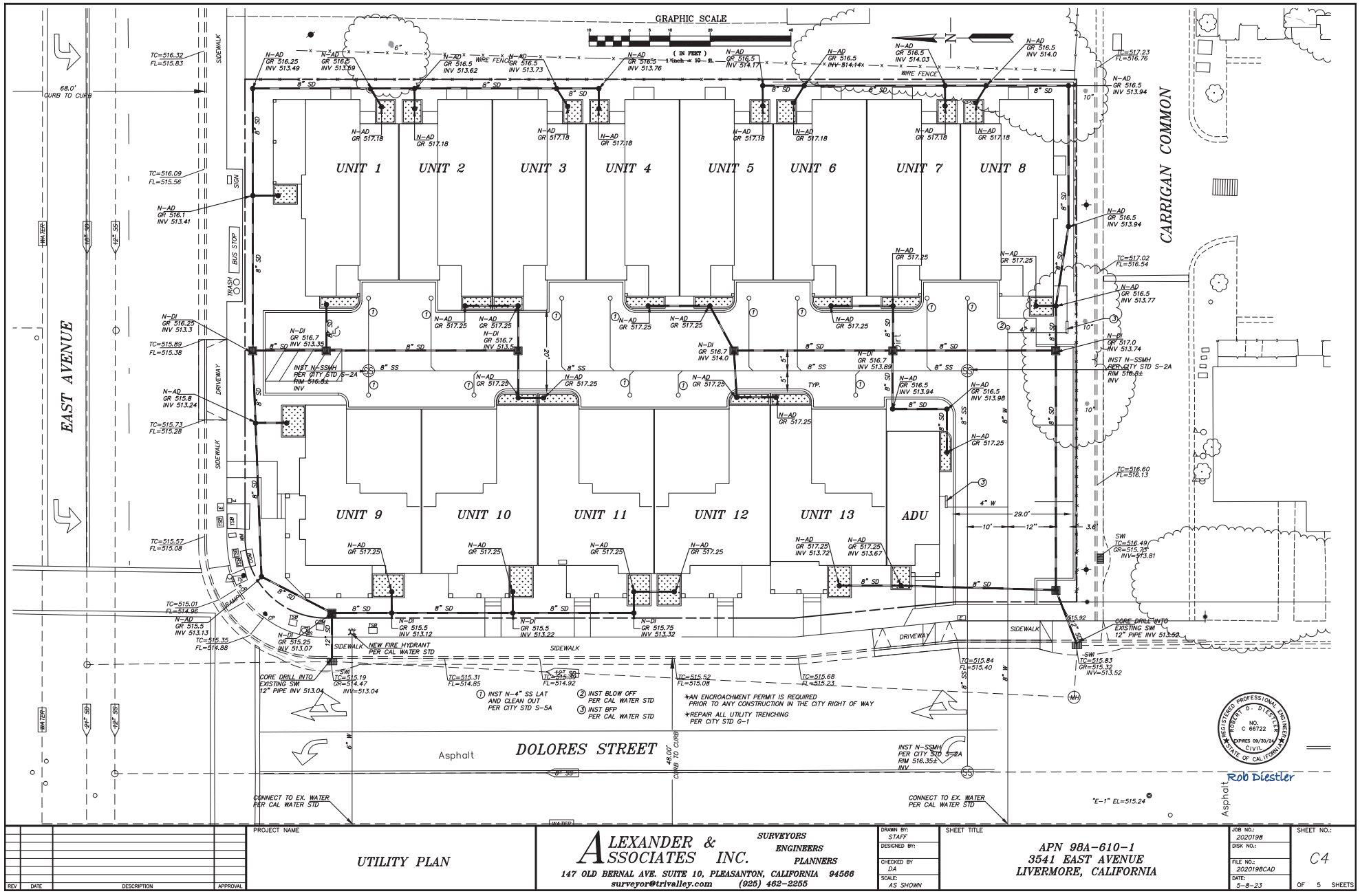
ALEXANDER & ASSOCIATES INC.
SURVEYORS
ENGINEERS
PLANNERS
147 OLD BERNAL AVE. SUITE 10, PLEASANTON, CALIFORNIA 94566
surveyor@trivalley.com (925) 462-2255

DRAWN BY: STAFF
DESIGNED BY:
CHECKED BY DA
SCALE: AS SHOWN

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.: 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

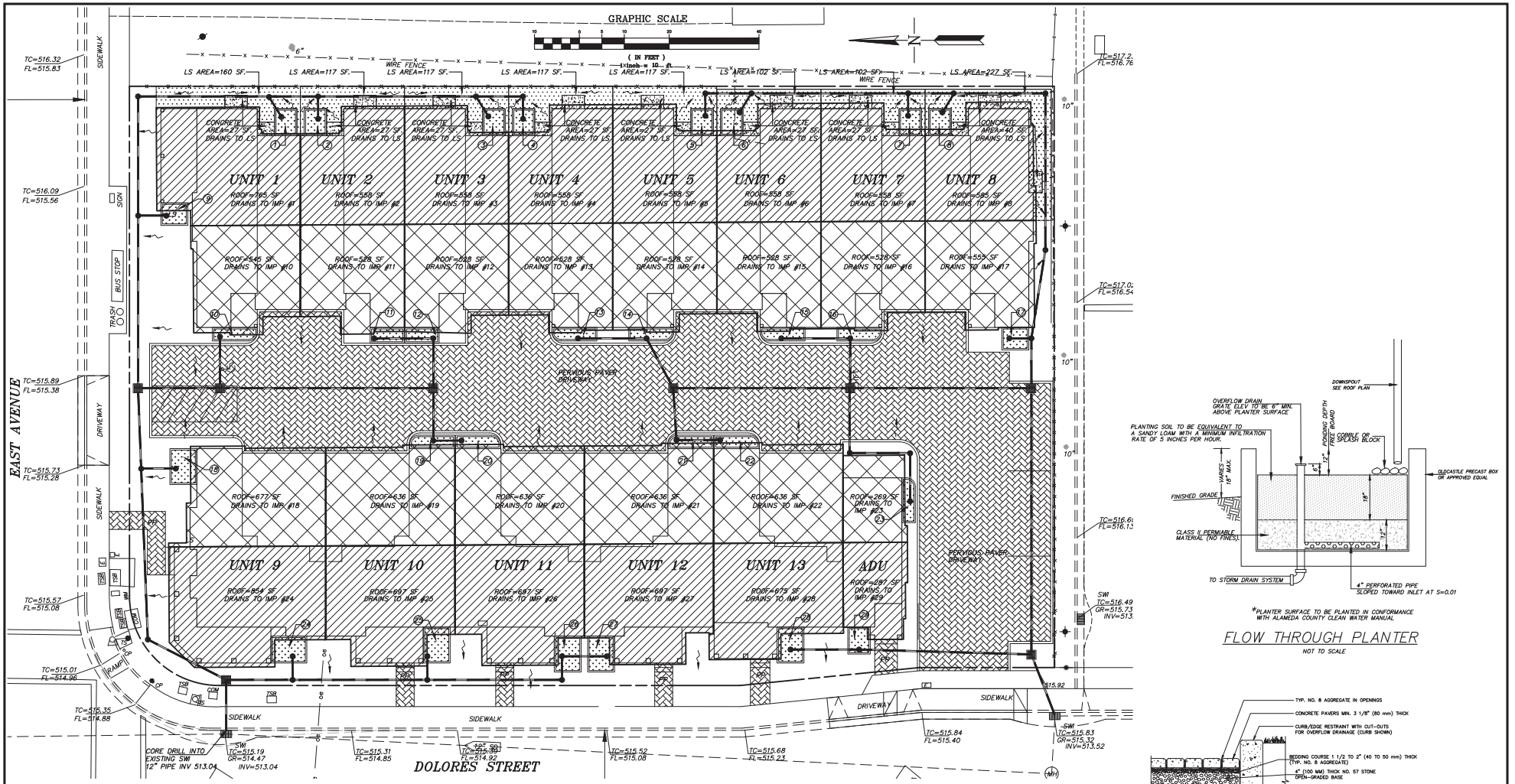
DRAWN BY: STAFF
DESIGNED BY:
CHECKED BY DA
SCALE: AS SHOWN

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

Terry J. Townsend

• Architect •

1



2



4



5

Brownstone
CSP-240

6

7

Durango
2137-30

8



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.

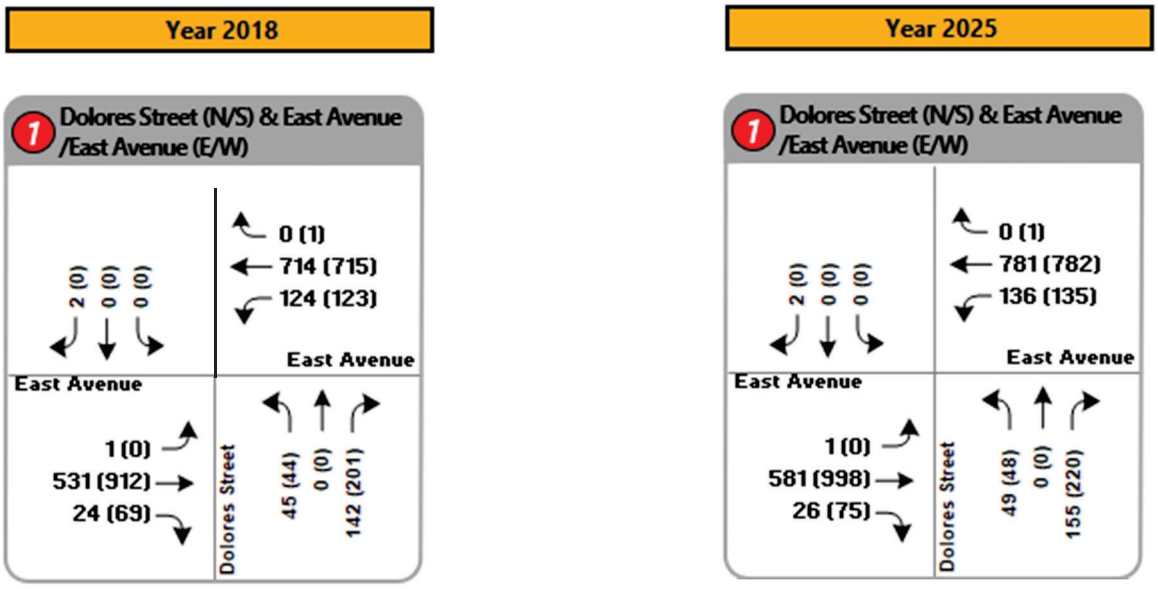
One of the methodologies consisted of comparing Year 2016 and Year 2018 AM and PM peak hour counts for the intersection of East Avenue at Dolores Street. The comparison yielded a growth rate of -9.4% for AM peak hour traffic and 0.2% for PM peak hour traffic.

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.

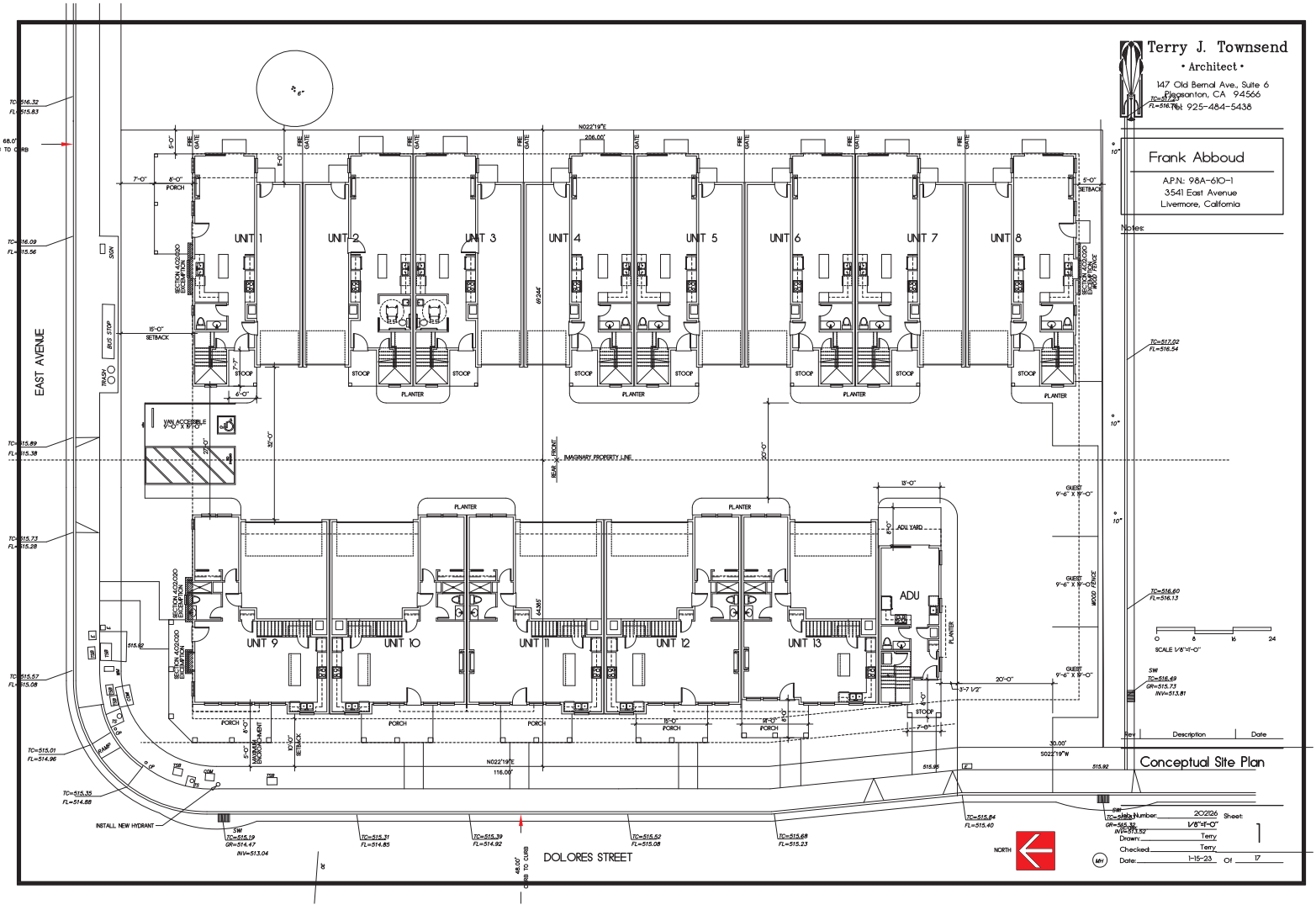
  The project driveway is located about 175 feet south of the East Avenue intersection stop bar. The project generates two southbound inbound trips in the a.m. peak hour and seven southbound inbound trips in the p.m. peak hour. In the morning Dolores has 114 northbound trips and 93 southbound trips. Two 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
SCALE 1/8"=1'-0"
Conceptual Site Plan
Rev Description Date
Job Number: 202106
Sheet: 1
Scale: 1/8"=1'-0"
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

Abboud Family Living Trust

Trustees: Frank Abboud, Rima Abboud

PO Box 3975

Hayward, CA 94540

11/06/2025

City of Livermore Planning Department

Subject: East Ave Development (13 condos and 1 ADU)

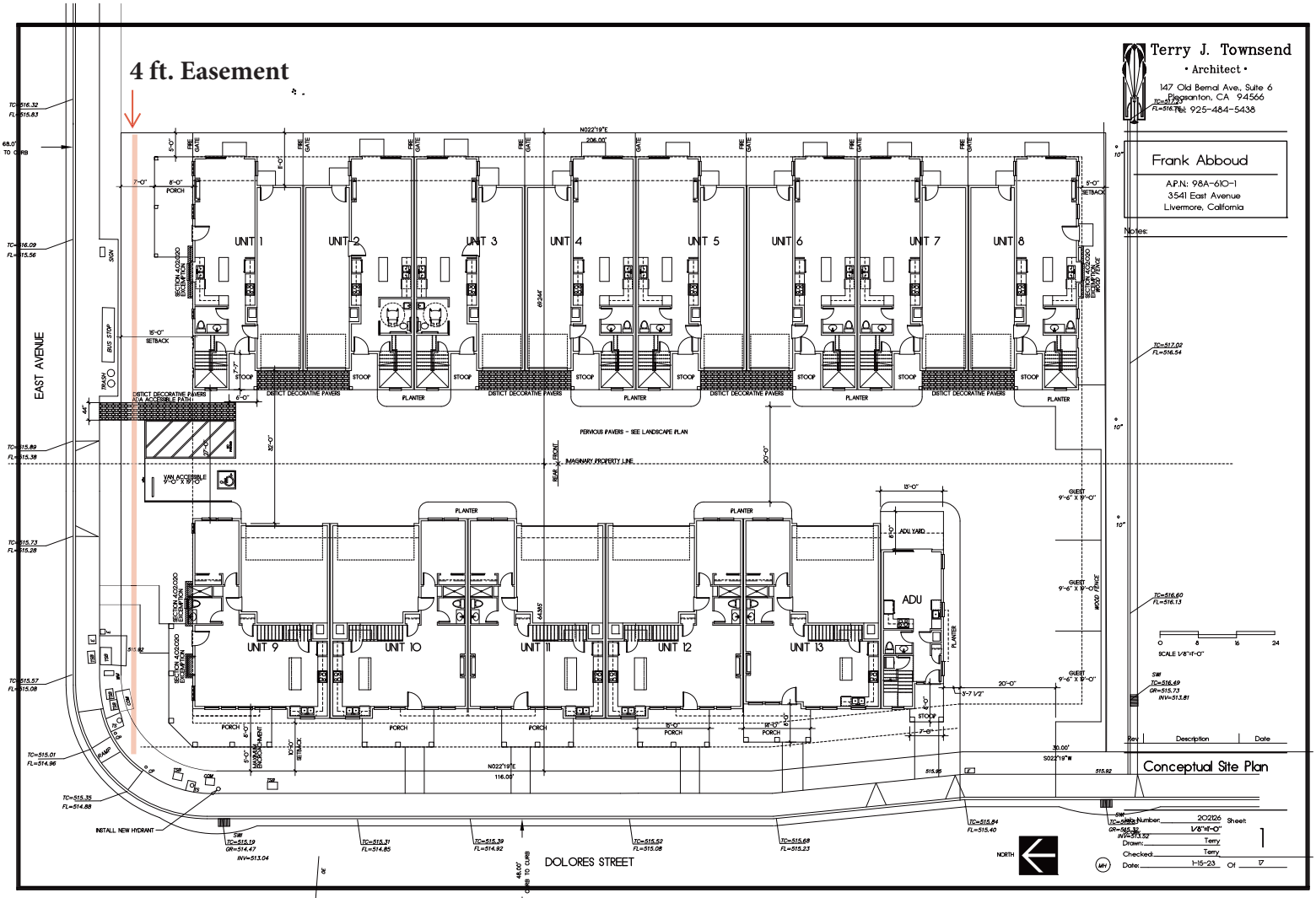
Dear Planning Department,

Following our discussion with planning staff regarding the East Avenue townhome development project ("Project"), the Abboud Family Living Trust (collectively, "Owner") is pleased to provide an Offer of Dedication to the City of Livermore ("City") which grants to the City a 4-foot wide easement extending along the entire northern boundary of the project site adjacent to East Avenue (please see attached depiction of the property and proposed easement area).

The Offer of Dedication shall confirm that the future easement area shall be reserved exclusively for potential use by the City of the installation of a bike lane along East Avenue following future study and approved design for such a facility. The Offer of Dedication shall remain open for a period of twenty-five (25) years. If the City fails to record its acceptance of the Offer of Dedication within twenty-five (25) years from the date of recordation, the Offer of Dedication shall automatically terminate.

Owner hereby agrees to include execution of this Offer of Dedication as a Condition of Approval for the Project. Owner understands that the City Attorney's Office will review and approve the Offer of Dedication.

11/6/2025



*Illustrative Purposes Only

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THE ABBOUD TOWNHOMES PROJECT IS EXEMPT UNDER THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL 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 November 24, 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 November 24, 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 TO ALLOW A TWO-STORY, ATTACHED, 13-UNIT MULTI-FAMILY, TOWNHOME-STYLE DEVELOPMENT LOCATED AT 3541 EAST AVENUE

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 November 24, 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 November 24, 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 November 24, 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 November 24, 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
REVISED: November 5, 2025 by Staff

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.

The Developer is proposing to execute an Offer of Dedication, in a form acceptable to the City Attorney, which grants to the City a 4-foot wide easement extending along the entire northern boundary of the project site adjacent to East Avenue. This Offer of Dedication shall confirm that the future easement area shall be reserved exclusively for potential use by the City of Livermore for the installation of a bike lane along East Avenue following future study and approved design for such a facility. The Offer of Dedication shall remain open for a period of twenty-five (25) years. If the City fails to record its acceptance of the Offer of Dedication within twenty-five (25) years from the date of recordation, the Offer of Dedication shall automatically terminate. (Revised November 5, 2025 by Staff)

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.

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 catchbasins) 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 stormdrain underdrain. If the stormwater treatment device will be maintained by a Homeowners Association then the cleanouts at each of the property lines may not be needed. The stormdrain treatment devices shall be shown on the plat plans and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement(s) shall be recorded prior to recordation of the Final Map.*

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 November 24, 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.

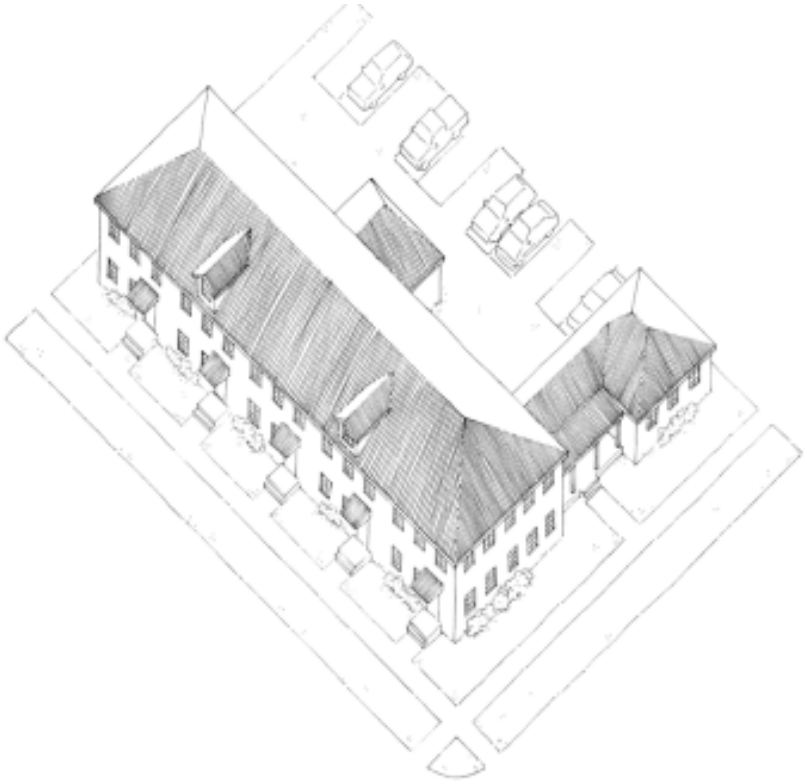
Yolanda Fintschenko, Chairperson



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

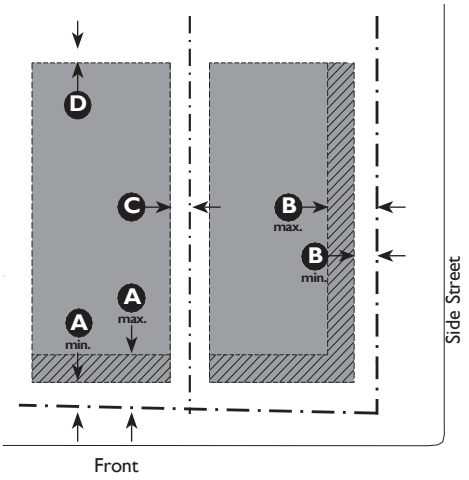
The purpose of establishing this Planned Development District is to regulate residential townhouse building type development of Tentative Parcel Map 11527 ("Exhibit A" and APNs 98A-610-1-2 and 98A-610-2) approximately 0.62± acres of land located at the southeast quadrant of East Avenue and Dolores Street. 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.

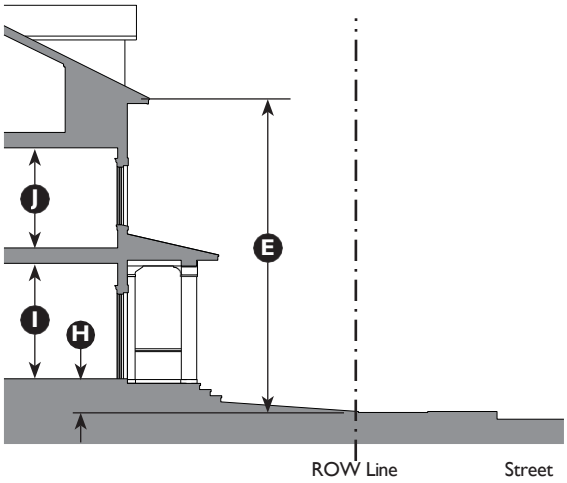
B. Allowed Building Types

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.

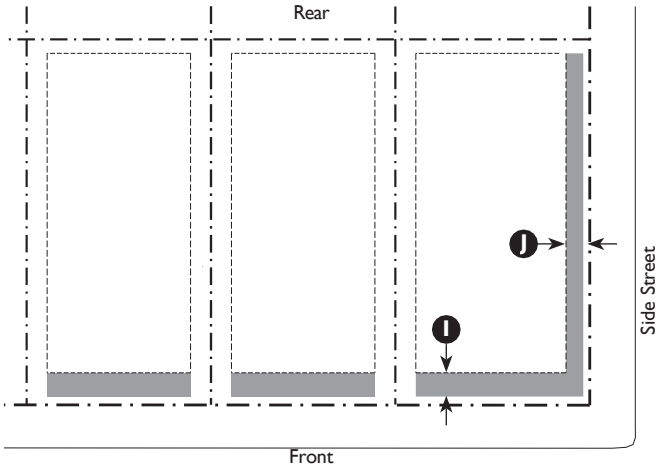
Miscellaneous

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.

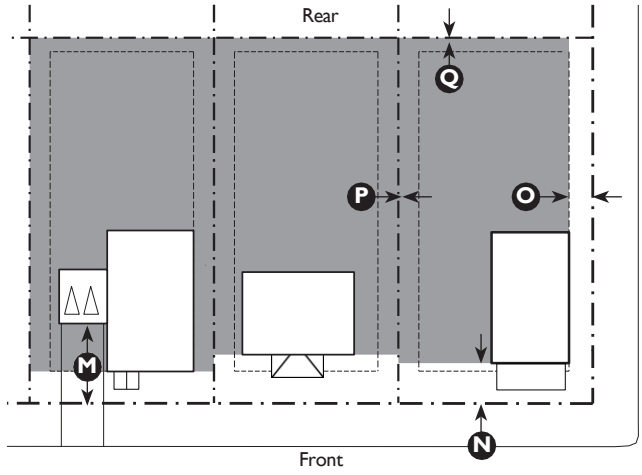


Key

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
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

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.

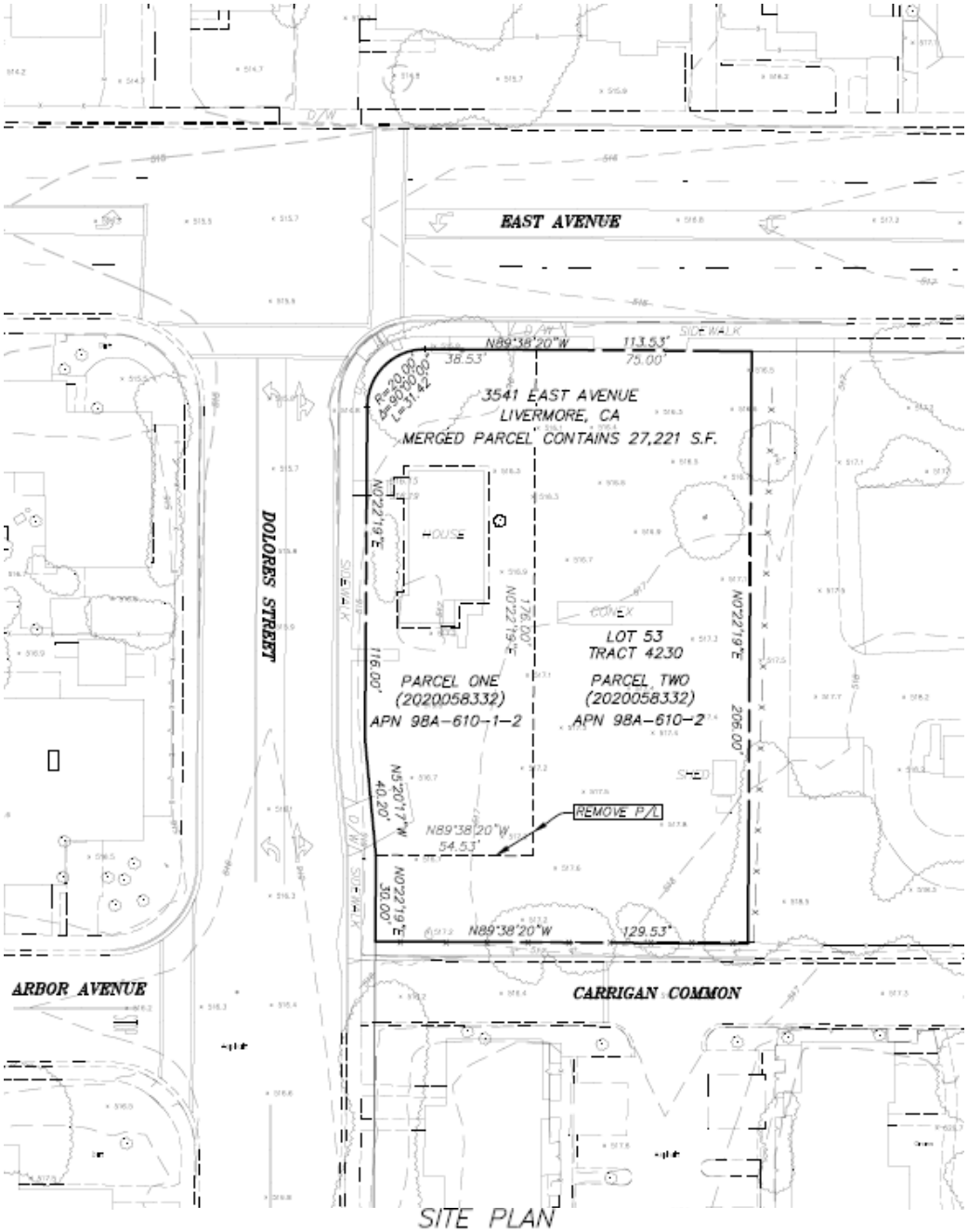
[2] Uses not listed are specifically prohibited, unless Director determines use is consistent pursuant to the Code.

[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.

(Ord. 2082 § 2(C), 2019; Ord. 2058 § 1 (Exh. C), 2017; Ord. 2018 § 4 (Exh. B), 2015)

"Exhibit A"



SITE PLAN

PARCEL MAP WAIVER

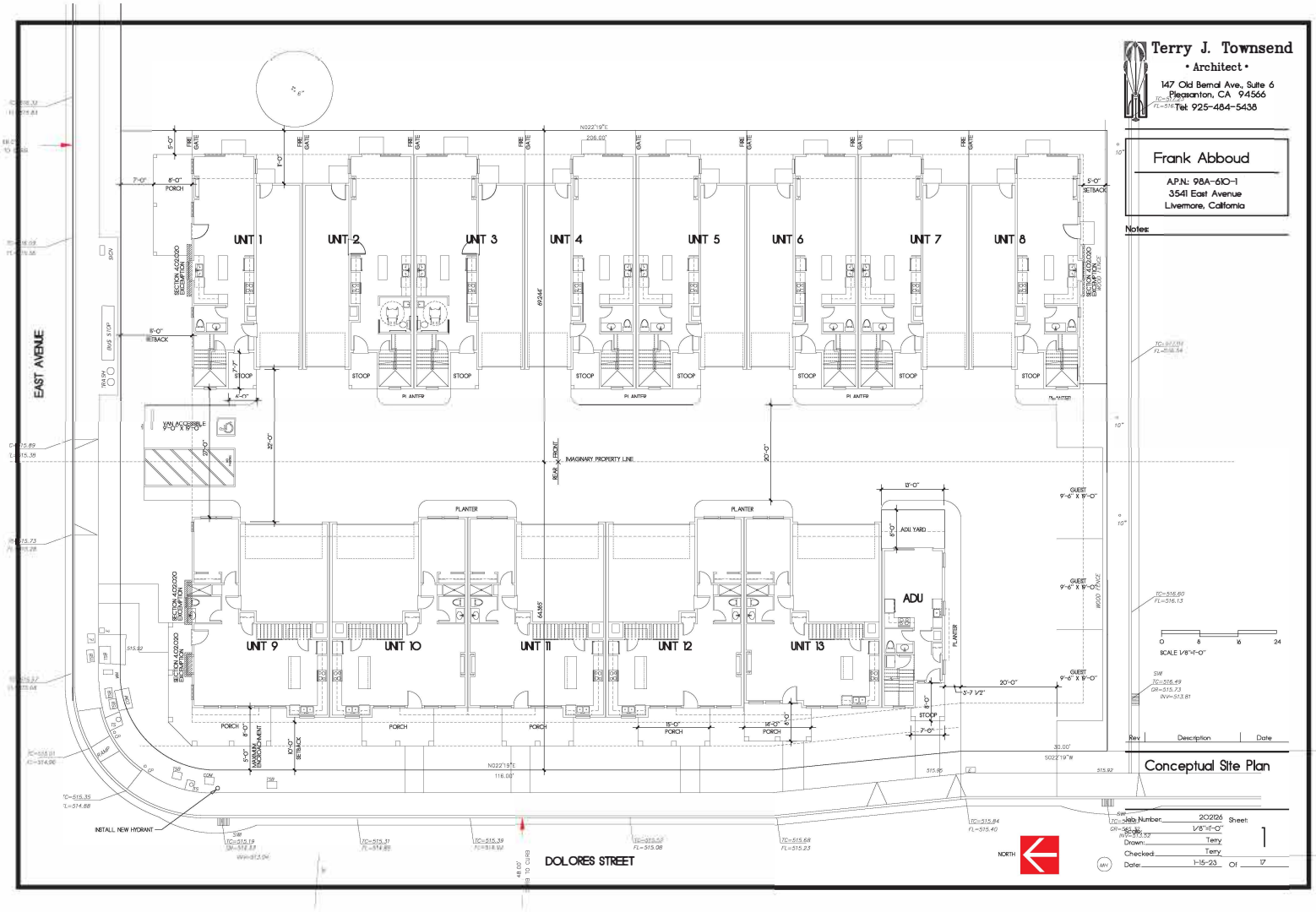
TENTATIVE PARCEL MAP 11527

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

"Exhibit B"


Terry J. Townsend
• Architect •
147 Old Bernal Ave., Suite 6
Pleasanton, CA 94566
Tel 925-484-5436
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
IMAGINARY PROPERTY LINE
PLANTER
STOOP
PORCH
GUEST
9'-6" X 19'-0"
INSTALL NEW HYDRANT
NORTH
SCALE 1/8"=1'-0"
Conceptual Site Plan
Job Number: 202126
Drawn: Terry
Checked: Terry
Date: 1-15-23
Sheet: 1
Of 17

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.1**

DATE: November 24, 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	Beautification Committee annual update presented by Chair Tom Bradley. Materials: PowerPoint Presentation
3.2	Presentation of the 2025 Beautification Awards. Material: PowerPoint Presentation
3.3	Livermore Valley Wine Heritage District annual update presented by Brandi Lombardi, Executive Director, Livermore Valley Winegrowers Association. Material: PowerPoint Presentation
7.1	THIS ITEM WAS CONTINUED FROM THE OCTOBER 27, 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: 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


LIVERMORE
CALIFORNIA
Beautification Committee 2025 Update
November 24, 2025
Presented by Tom Bradley,
Beautification Committee Chair
CITY OF
LIVERMORE

1

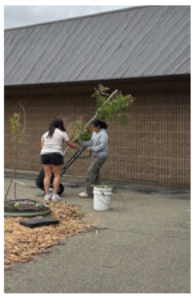

Arbor Day 2025 at Sycamore Grove
Springtown Open Space Tree Planting
CITY OF
LIVERMORE

2

East Avenue Middle School







Junction Ave K - 8





CITY OF LIVERMORE

3

Street Tree Replacement List

LIVERMORE CALIFORNIA

2025 Approved Street Tree List

While this list recommends species that are known to do well in many locations in Livermore, no tree is perfect for every potential tree planting location. This list should be used as a guideline for choosing which street tree to plant and it is strongly recommended to consult with an arborist or other tree professional when selecting a tree.

Native and Low Water species are identified in the right two columns, some of the advantages of planting native and/or low water trees can include but are not limited to: Water savings, maintenance reduction, benefits to native wildlife and pesticide use reduction.

Botanical Name	Common Name	Estimated Mature Size	Evergreen	CA Native	WUCOLS Low H2O
Acer campestre 'Evelyn' Queen Elizabeth	Hedge Maple	30'-35' x 25'-35'			
Acer Buergeranium	Trident Maple	20'-25' x 20'-25'			
Acer Rubrum 'Armstrong'	Armstrong Red Maple (Columnar)	50'-60' x 15'-20'			
Acer Rubrum 'October Glory'	October Glory Red Maple	50'-60' x 25'-35'			
Arbutus 'Marina'	Strawberry Tree	30'-40' x 20'-30'	X		X
Celtis sinensis	Chinese Hackberry	40-50' x 50-70'			X
Cercis canadensis	Eastern Redbud	30'-40' x 25'-35'			
Cercis canadensis 'Forest Pansy'	Forest Pansy Redbud	30'-40' x 25'-35'			
Cercis canadensis 'Oklahoma'	Oklahoma Redbud	20'-40' x 15'-20'			
Cercis occidentalis	Western Redbud	15'-25' x 10'-20'		X	X

CITY OF LIVERMORE

4


Community Service Day 2025
CITY OF
LIVERMORE

5


LIVERMORE
CALIFORNIA
2025 Beautification Awards
November 24, 2025
Presented by Tom Bradley, Beautification Committee Chair
CITY OF
LIVERMORE

6

Beautification Awards Criteria

- Improve curb-side appeal
- Recognize drought tolerant landscape renovations
- Promote creativity and community pride
- Encourage citizen participation in beautifying Livermore

CITY OF LIVERMORE

7

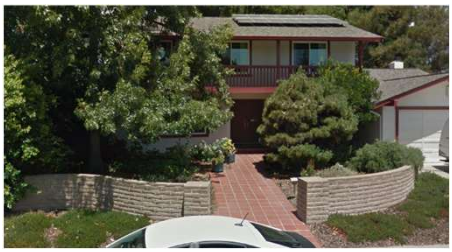
9 Properties Applied



CITY OF LIVERMORE

8

5354 Sandra Way





CITY OF LIVERMORE CALIFORNIA

9

604 Hazel Street







CITY OF LIVERMORE CALIFORNIA

10

657 Ridgecrest Circle

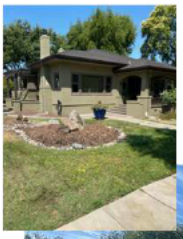




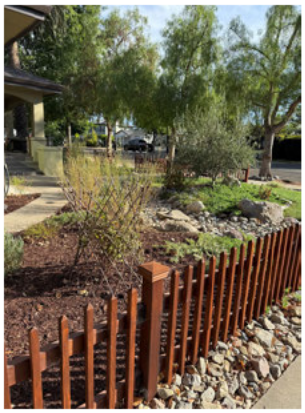
CITY OF LIVERMORE CALIFORNIA

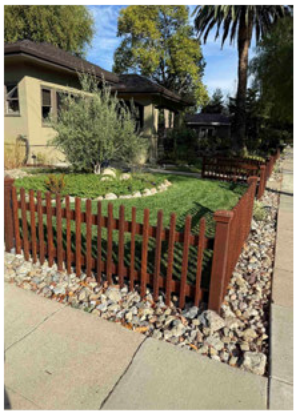
11

787 South J Street









CITY OF LIVERMORE CALIFORNIA

12

360 McLeod Street







CITY OF LIVERMORE CALIFORNIA

13

421 S Livermore Ave











CITY OF LIVERMORE CALIFORNIA

14

2359 Hampton Road



CITY OF LIVERMORE CALIFORNIA

15

Congratulations to the winners of the 2025 Beautification Awards!

CITY OF LIVERMORE CALIFORNIA

16

LIVERMORE VALLEY WINE HERITAGE DISTRICT



1

PAST- WHY WAS THIS FORMED?

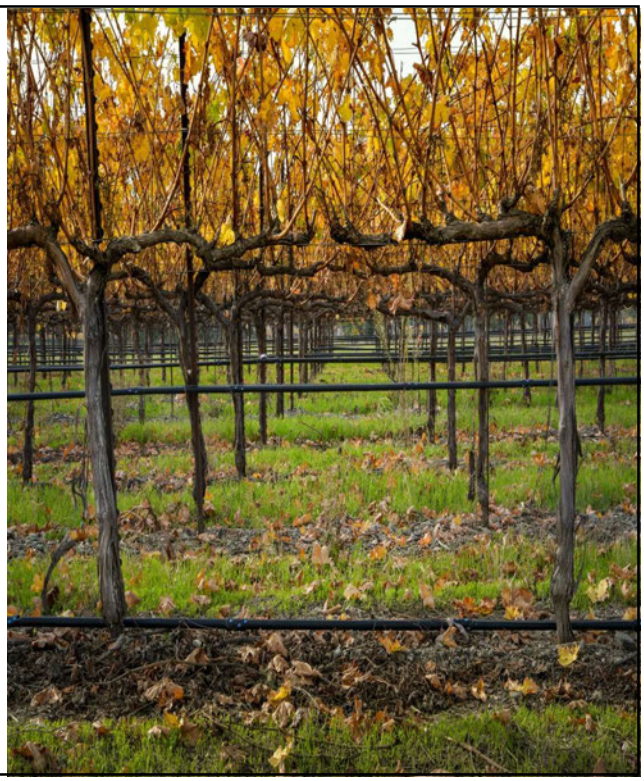
- STABILIZED FUNDING MODEL
- CREATE BETTER COMMUNICATION SPACES
- RAISE THE QUALITY OF WINES AND EXPERIENCES
- INCREASE COMMUNITY INVOLVEMENT
- MARKETING & BRAND AWARENESS OF OUR WINE REGION ON A LOCAL, REGIONAL, NATIONAL AND GLOBAL LEVEL



2

PRESENT-HAS IT BEEN SUCCESSFUL?

- ESTABLISHMENT OF GLOBAL AVA
- FORMATION OF AGRITOURISM LEADERSHIP GROUP
- OVER 200% INCREASE IN VISITORS FOR SIGNATURE EVENTS FROM SILICON VALLEY
- INCREASE MEMBER INVOLVEMENT ON WHD COMMITTEES
- STABLE FUNDING MODEL WITH CONSISTENT INCOME STREAM
- INCREASED INVOLVEMENT IN GOVERNMENT AND COMMUNITY AFFAIRS
- TOTAL IMPRESSIONS ON MARKETING AND PR EFFORTS INCREASE TO 4,673,567,818! (YES, BILLION)



3

FUTURE- WHERE DO WE GO FROM HERE?

- PETITION DRIVE FOR RENEWAL OF WHD
- REACH GOAL OF WINE ENTHUSIAST WINE REGION OF THE YEAR
- SECURE MARKETING & BRAND AWARENESS OF OUR WINE REGION ON A LOCAL, REGIONAL, NATIONAL AND GLOBAL LEVEL
- INCREASE RELATIONSHIPS WITH CITY, COUNTY AND STATE ORGANIZATIONS TO ENSURE SUSTAINABILITY OF OUR AWARD-WINNING WINE REGION.



4


This Town is Quietly Producing Some of the Best Wine in California—And It's Not Napa
This quiet California town is gaining buzz for its incredible wines, charming tasting rooms and laid-back local scene.
By Meghann Foye
Travel & Lifestyle Editor, Parade
November 2025

5



Abboud Townhomes

Planned Development (PD) 25-001
Subdivision (SUB) 20-004
Site Plan Design Review (SPDR) 21-001

PD - Legislative
SUB & SPDR - Quasi-Judicial

City Council Meeting - November 24, 2025

Kam Purewal, Associate Planner

1

Project Site Context



Genera Plan
Urban High Residential (UH-2)

Zoning
Planned Development (PD)

Existing Use
Single Family Residential

Surrounding Uses
Single Family &
Multifamily Residential

2

Project Description

View from Dolores Street





View from East Avenue

CITY OF LIVERMORE

3

Project Entitlements

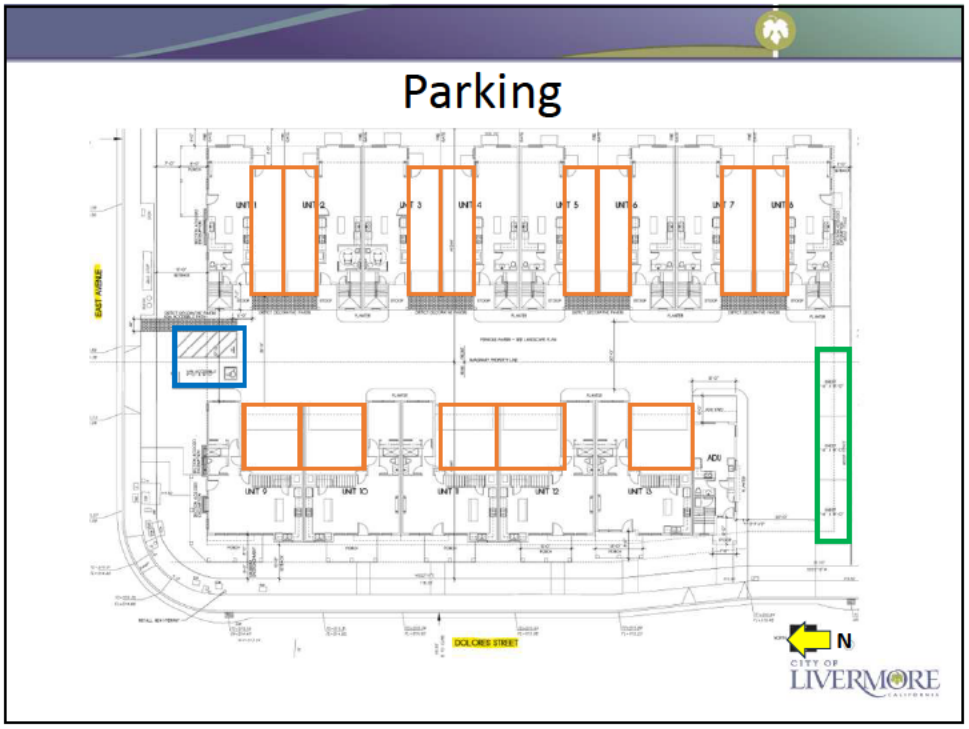
1. **Planned Development (PD)**
   - Establishes a new Zoning District
   - Includes residential development standards
2. **Subdivision (SUB)**
   - Combine existing parcels into one parcel
3. **Site Plan Design Review (SPDR)**
   - Review of site development
   - Architecture, Landscaping, Parking



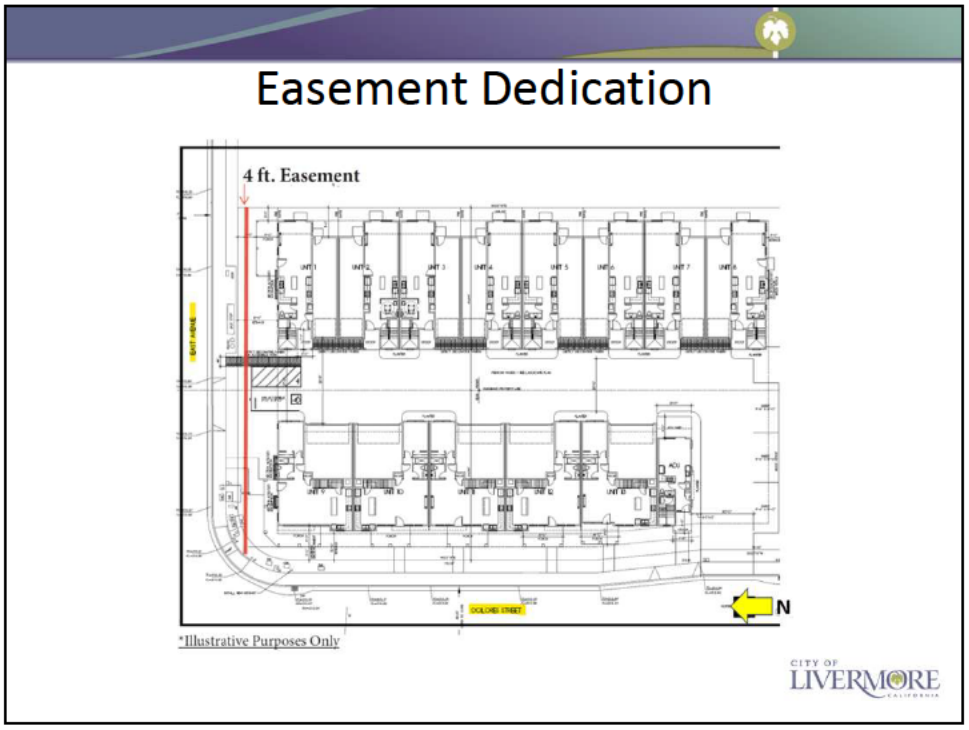
CITY OF LIVERMORE

4

2


Parking
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
EAST AVENUE
DOLORES STREET
N
CITY OF LIVERMORE

5


Easement Dedication
4 ft. Easement
EAST AVENUE
DOLORES STREET
N
*Illustrative Purposes Only
CITY OF LIVERMORE

6

Recommendation

Planning Commission and staff recommend the City Council do the following:

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;

2. Adopt separate resolutions approving Subdivision (SUB) 20-004 and Site Plan Design Review (SPDR) 21-001; and

3. Introduce an Ordinance authorizing Planned Development (PD) 25-001.

CITY OF LIVERMORE CALIFORNIA

7

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	11/11/2025	Livermore Post 7265 Veterans of Foreign Wars	Veterans Day Recognition	Spoke at the event, presented awards.
Mayor Marchand	11/12/2025	Alameda County Mayors Conference	Monthly business meeting	Approved contract with Executive Director, made County Appointments, heard City reports and updates from League of California Cities.
Mayor Marchand	11/13/2025	Chamber of Commerce	Strategic Planning retreat	Worked on plan
Mayor Marchand	11/13/2025	City of Livermore	Retirement celebration for Kaylin Larson	Presented proclamation
Mayor Marchand	11/13/2025	Tri-Valley Conservancy	Reception	Networking, I provided a City update
Mayor Marchand	11/14/2025	Asian Pacific American Public Affairs Coalition	Mixer	Heard updates from Coalition officers.
Mayor Marchand	11/15/2025	Tri-Valley Nonprofit Alliance	Food drive	Participated in the food drive.
Mayor Marchand	11/17/2025	Alameda County Transportation Commission	Ribbon-cutting	Ribbon-cutting for Highway 84 improvements.
Mayor Marchand	11/18/2025	Livermore Chamber of Commerce	Leadership Livermore program	Presented a talk on the history of Livermore
Mayor Marchand	11/18/2025	Chamber of Commerce	Ribbon-cutting	Welcomed the Tri-Valley Counseling Center
Mayor Marchand	11/19/2025	City of Livermore	Ribbon-cutting	Officially opened Flagpole Plaza
Mayor Marchand	11/19/2025	Chamber of Commerce	Mixer	Highlighted Richard's Heating and Air.

Mayor Marchand	11/19/2025	City of Livermore	Citizens Police Academy Graduation	Spoke at the event
Mayor Marchand	11/20/2025	Innovation Tri-Valley	Dream makers and Risktakers program	Presented awards to young scientists and entrepreneurs.
Mayor Marchand	11/20/2025	City of Livermore	TV30 Mayor's Report	Provided an update on City activities.
Mayor Marchand	11/21/2025	Livermore Joint Unified School District	Del Valle Culinary Academy Thanksgiving luncheon	It was fabulous!
Mayor Marchand	11/22/2025	Tri-Valley Seek and Save	Food distribution	Distributed food for over 200 families
Mayor Marchand	11/23/2025	InterFaith InterConnect	Thanksgiving Service	Participated and presented a proclamation.
Mayor Marchand	11/24/2025	CityServe	Prayer breakfast	Thanksgiving for our region.

Council Member	Date of Meeting or Event	Committee or Organization - (Please spell out acronyms)	Meeting or Event Type (ex. board meeting or ribbon	Summary of Meeting or Event
Council Member Barrientos	11/11/2025	City of Livermore	Veterans Day celebration at the Veterans	Attended the Veterans Day celebration and distribution of the Quilts of Valor
Council Member Barrientos	11/13/2025	City of Livermore	Met with M Ross	Listened his opinion and suggestions on the need for a police advisory committee
Council Member Barrientos	11/14/2025	City of Livermore	Amtrak Gold Runner	Rebranding of the San Joaquin Amtrak line to the Gold Runner
Council Member Barrientos	11/14/2025	City of Livermore	APAPA awards ceremony	The leadership of the APAPA were honored
Council Member Barrientos	11/19/2025	City of Livermore	Meeting	Met with two officers of the Police union. It was a get to know meeting
Council Member Barrientos	11/19/2025	Stop Waste Board	Meeting	Board meeting discussion of enforcement of recycling food and enforcement of waste
Council Member Barrientos	11/19/2025	Ava	Board meeting	Voted on several items. Discussion of resilience hubs and voted down a controversial contract with Dielotte
Council Member Barrientos	11/23/2025	Lions	Mony Nos Turkey Drop	I and the Lions Club dropped off several turkeys

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	11/11/2025	Veterans of Foreign Wars post 7265	Veteran's Day Remembrance / Quilts of Valor Presentation	
Council Member Dunbar	11/13/2025	City of Livermore	Retirement party for Kaylin Larson	
Council Member Dunbar	11/17/2025	Alameda County Transportation Commission / CalTrans	Highway 84 Ribbon Cutting	
Council Member Dunbar	11/18/2025	Tri Valley Counseling Center	Ribbon Cutting	A counseling service under the Cornerstone organization has gained independence, turning into an independent nonprofit.
Council Member Dunbar	11/19/2025	Livermore Amador Valley Waste Management Authority	Regular meeting	Was provided update on cost model for solar installation at DSRSD/LAVWMA site. Projection still positive. Deferred a contract modification request from San Lorenzo pumping station project manager to December meeting
Council Member Dunbar	11/19/2025	City of Livermore	Flagpole Plaza Ribbon Cutting	

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	11/11/2025	Veterans of Foreign Wars (VFW) Post 7265	Armistice Day Remembrance and Veterans Day celebration	speeches and ceremonies; presentation of ten Quilts of Valor
Council Member Wang	11/12/2025	Livermore Valley Chamber of Commerce (LVCC)	Leadership Livermore alumni gathering	mixer at Bankhead Theater
Council Member Wang	11/13/2025	Livermore Police Officers Association (LPOA)	coffee with members of LPOA	exchange of thoughts and questions about public safety
Council Member Wang	11/13/2025	City of Livermore	Retirement party for HR Dept.'s Kaylin Larsen	honoring Kaylin’s 36.5 years at City Hall
Council Member Wang	11/14/2025	Asian Pacific American Public Affairs Association, Tri-Valley Chapter (APAPA-TVC)	Annual holiday mixer	about 100 Tri-Valley elected officials and AAPI leaders gathered to celebrate the holidays
Council Member Wang	11/15/2025	Quest Science Center	Science@Stockmen’s Park	science activities for kids
Council Member Wang	11/17/2025	CA Dept. of Transportation (CalTrans)	Ribbon cutting for 84 and I-680 interchange	speeches and ribbon cutting with CalTrans and South County elected officials
Council Member Wang	11/18/2025	Livermore Valley Chamber of Commerce (LVCC)	Ribbon cutting for Tri-Valley Counseling Center	opening of counseling center for kids and adults of all ages on a reduced and sliding scale
Council Member Wang	11/19/2025	Las Positas College	Speak in Kathrina Miranda’s Public Law class	spoke about how local law affects businesses and how laws are made
Council Member Wang	11/19/2025	City of Livermore	Ribbon cutting at Flagpole Plaza	celebrated the completion of extensive renovations at Flagpole Plaza
Council Member Wang	11/19/2025	Livermore Valley Chamber of Commerce (LVCC)	Monthly mixer	rotating locations; this one at Richard's Heating & Air Conditioning
Council Member Wang	11/24/2025	CityServe	Breakfast	Thanksgiving prayer breakfast with speakers

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.2**

DATE: November 24, 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: Helena Graves
Deputy City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Nov. 24th, 2025
Good evening City Council members:

The city's consultant, Geosyntec, discovered elevated PFAS chemicals in the soil and groundwater at the airport. " **All groundwater samples exceeded** PFAS permissible concentration levels. The highest PFAS concentrations were detected downgradient of the south hangar area. One kind of forever chemical called PFOS was found at an estimated concentration of 3,100 nanograms per liter --many **multiples** in excess of the 4 nanograms per liter maximum contaminant level set by the EPA."

The city must submit an additional investigative work plan to the Water Board by February 2nd 2026. The work plan is needed to define the extent of the groundwater contamination plume and to determine the next steps.

In the soil taken from the south hanger area, another forever chemical PFOA, was found to exceed screening levels for construction worker exposure. These sites require further investigation because PFAS detected in soil may indicate a surface release.

Please address the following questions tonight :
1) Under matters initiated by the council, will you agendize the Geosyntec report and subsequent Water Board correspondence for a City Council meeting in December?
2) How will elevated PFAS findings affect hangar development plans in the south hangar area, especially South Hangar S-1?
3) Will airport development be postponed until the required Water Board investigations are finalized?

4)Swift 100 UL has NOT received FAA approval. However, GAMI 100 UL is approved and certified by the FAA for piston engine aircraft.
Will you direct the Fixed Based Operator to start selling GAMI 100 UL for piston engine aircraft at LVK as soon as possible?

Noise from **jet aircraft** continues to be a major concern. If voluntary noise abatement methods have not worked, the city needs to consider other ways to reduce jet aircraft noise that disturbs residents' quality of life.
5) Has the hyperlink for the public to access and track noise issues at LVK been fixed ?

Increasing transparency with the taxpayers about the levels of PFAS contamination at LVK and discussing ongoing Water Board correspondence about this matter at **city council meetings** will improve public relations with residents and make a safer airport for all Tri-Valley residents.

Sincerely,
Donna Cabanne
Donna Cabanne
Livermore resident, member of the Center for Biological Diversity, member of Sierra Club, member of UnleadLVK

Received at the Livermore City Council meeting of:
November 24, 2025

From:	James Lloyd
To:	John Marchand; Evan Branning; Barrientos, Ben; Steven Dunbar; Kristie Wang
Cc:	City Clerk; City Attorney - Livermore; info Service; Planning Web Email
Subject:	public comment re item 7.1 for tonight"s Council meeting
Date:	Monday, November 24, 2025 1:32:12 PM
Attachments:	Livermore - 3541 East Avenue - HAA Letter - CC.pdf

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Livermore City Council,

The California Housing Defense Fund ("CalHDF") submits the attached public comment re item 7.1 for tonight's Council meeting, the proposed 14-unit housing development project located at 3541 East Avenue, which includes one very low-income unit.

Sincerely,

James M. Lloyd
Director of Planning and Investigations
California Housing Defense Fund
james@calhdf.org
CalHDF is grant & donation funded
Donate today - https://calhdf.org/donate/

Nov 24, 2025

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

Re: Proposed Housing Development Project at 3541 East Avenue

By email: mayormarchand@livermoreca.gov; egbranning@livermoreca.gov; bbarrientos@livermoreca.gov; sjdunbar@livermoreca.gov; kwang@livermoreca.gov

Cc: cityclerk@LivermoreCA.gov; cityattorney@livermoreca.gov; info@livermoreCA.gov; planning@LivermoreCA.gov

Dear Livermore City Council,

The California Housing Defense Fund ("CalHDF") submits this letter to remind the City of its obligation to abide by all relevant state laws when evaluating the proposed 14-unit housing development project located at 3541 East Avenue, which includes one very low-income unit. These laws include the Housing Accountability Act ("HAA"), AB 130, and California Environmental Quality Act ("CEQA") guidelines.

The HAA provides the project legal protections. It requires approval of zoning and general plan compliant housing development projects unless findings can be made regarding specific, objective, written health and safety hazards. (Gov. Code, § 65589.5, subd. (j).) The HAA also bars cities from imposing conditions on the approval of such projects that would reduce the project's density unless, again, such written findings are made. (*Ibid.*) As a development with at least two-thirds of its area devoted to residential uses, the project falls within the HAA's ambit, and it complies with local zoning code and the City's general plan via application of the Planning Development standards. The HAA's protections therefore apply, and the City may not reject the project except based on health and safety standards, as outlined above. Furthermore, if the City rejects the project or impairs its feasibility, it must conduct "a thorough analysis of the economic, social, and environmental effects of the action." (*Id.* at subd. (b).)

Additionally, the project is exempt from state environmental review under the Class 32 CEQA categorical exemption (In-Fill Development Projects) pursuant to section 15332 of the CEQA Guidelines, as the project is consistent with the applicable general plan designation

and all applicable general plan policies as well as the applicable zoning designation and regulations; the proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses; the project site has no value as habitat for endangered, rare, or threatened species; approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and the site can be adequately served by all required utilities and public services. The project is also eligible for a CEQA exemption pursuant to AB 130 (Pub. Res. Code, § 21080.66), which was signed into law on June 30, 2025 and was effective immediately (Assembly Bill No. 130, 2025-2026 Regular Session, Sec. 74, available here). Caselaw from the California Court of Appeal affirms that local governments err, and may be sued, when they improperly refuse to grant a project a CEQA exemption or streamlined CEQA review to which it is entitled. (*Hilltop Group, Inc. v. County of San Diego* (2024) 99 Cal.App.5th 890, 911.)

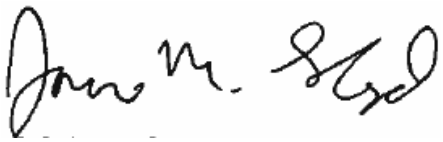
As you are well aware, California remains in the throes of a statewide crisis-level housing shortage. New housing such as this is a public benefit: it will provide badly-needed affordable housing; it will bring new customers to local businesses; and it will reduce displacement of existing residents by reducing competition for existing housing. While no one project will solve the statewide housing crisis, the proposed development is a step in the right direction. CalHDF urges the City to approve it, consistent with its obligations under state law.

CalHDF is a 501(c)(3) non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,



Dylan Casey
CalHDF Executive Director



James M. Lloyd
CalHDF Director of Planning and Investigations

Item	Name	Comment
7.1) THIS ITEM WAS CONTINUED FROM THE OCTOBER 27, 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.	Christian Hagmann	I am concerned about the potential traffic congestion on Dolores St due to the new development. There is very little turning space within the proposed development for large trucks such as moving vans. Some vehicles will end up parking on Dolores St on occasion. Perhaps a short term parking zone would be better than no parking on the east side of Dolores. On the west side of Dolores a no parking zone up to Arbor Ave could also be considered. To increase traffic safety, the middle turning lane on Dolores could be extended to Carrigan Cmn and marked for both left and right turns.