LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, MAY 11, 2026

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

1. CLOSED SESSION - NONE

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

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

2. CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring May 17-23, 2026, as National Public Works Week in the City of Livermore presented to Carl Brown, Public Works Director, and Joe Prime, Maintenance & Golf Operations Manager.

Recommendation:
Staff recommends City Council declare May 17-23, 2026, as National Public Works Week in the City of Livermore.
Staff Report
Attachments:
1. Proclamation

3.2 Commission for the Arts annual update presented by Chair Natalia Custodio.

Recommendation:
Staff recommends the City Council receive the Commission for the Arts 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 - March 23, 2026 Regular Meeting.

Recommendation:
Staff recommends the City Council approve the draft minutes.
Staff Report
Attachments:
1. DRAFT 2026-03-23

6.2 Resolution accepting public improvements constructed by Shea Homes, Inc., pursuant to the Subdivision Improvement Agreement for Phase 1 of Final Tract Map 8613 (Shea Portola Townhomes), located at the northeast corner of Collier Canyon Road and Portola Avenue, for permanent maintenance and authorizing release of security and accepting offers of dedication of Public Utility Easement, Sanitary Sewer Easement, and Emergency Vehicle Access Easement.

Recommendation:
Staff recommends the City Council adopt a resolution:
1. Accepting Phase 1 of Final Tract Map 8613 public improvements for permanent maintenance;
2. Accepting, on behalf of the public, all real property offered for dedication within Phase 1 of Final Tract Map 8613, including Public Utility Easement, Sanitary Sewer Easement, and Emergency Vehicle Access Easement; and
3. Authorizing release of security provided for construction of the public improvements.
Staff Report
Attachments:
1. Vicinity Map
2. Resolution

6.3 Resolution approving Final Parcel Map 11186, authorizing execution of a Subdivision Improvement Agreement for the Livermore Village site located at the southeast corner of the intersection of South L Street and Railroad Avenue, and accepting on behalf of the public, all real property offered for dedication within Final Parcel Map 11186 except for certain easements which the City Council reserves the right to accept at a future date.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Finding that the requirements of the California Environmental Quality Act have been satisfied;
2. Approving and authorizing execution of the Subdivision Improvement Agreement for Final Parcel Map 11186 which includes a 12-month extension (24 months in total) to complete the required improvements;
3. Approving Final Parcel Map 11186 for recording; and,
4. Accepting, on behalf of the public, all real property offered for dedication within Final Parcel Map 11186 in conformance with the terms of the offer except for the following, which the Council rejects at this time reserving the right to accept the offer at a future date: Sidewalk Easement (S.E).

Staff Report

Attachments:

1. Vicinity Map
2. Resolution
3. Exhibit A - Final Parcel Map 11186
4. Exhibit B - Subdivision Improvement Agreement

6.4 Resolution authorizing execution of an agreement with East Bay Municipal Consulting to provide on-call plan check and development review services with a not-to-exceed amount of $800,000 and a term ending December 31, 2031.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with East Bay Municipal Consulting to provide on-call plan check and development review services, with a not-to-exceed amount of $800,000 and a term ending December 31, 2031.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - East Bay Municipal Consulting Agreement

6.5 Resolution authorizing an appropriation of the Habitat Conservation Plan grant, State Grants Fund 240, in the amount of $700,000 for development of the Livermore Habitat Conservation Plan and environmental document.

Recommendation:

Staff recommends City Council adopt a resolution authorizing an appropriation of the Habitat Conservation Plan grant, State Grants Fund 240, in the amount of $700,000, for development of the administrative draft of the Livermore Habitat Conservation Plan (HCP) and environmental document.

Staff Report

Attachments:

1. Resolution

6.6 Resolution authorizing execution of an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $2,159,316 and a term ending December 31, 2028, to provide construction management and inspection services for a variety of Water Resources Capital Improvement Plan (CIP) projects.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $2,159,316 and a term ending December 31, 2028, to provide construction management and inspection services for CIP projects WW202129 WRP SCADA Server & Network Upgrade, WW202322 WRP Occupied Building Repairs - Administration, WW202527 WRP Recycled Water Fill Station, and WW202624 WRP Waste Oil Tank Removal.

Staff Report

Attachments:
1. Location Map
2. Resolution
3. Exhibit A - Carollo Engineers, Inc. Agreement

6.7 Resolution to declare 4.53 acres of a 137.97 acre City of Livermore (City) owned property located in unincorporated Alameda County, State of California, specifically referred to as Assessor's Parcel Number (APN) 905-3-12, as exempt surplus land under the Surplus Land Act, and a Resolution authorizing the City Manager to execute a Purchase and Sale Agreement and Cooperative Agreement between the City and the East Bay Regional Park District (Park District) to sell the 4.53-acre parcel located at 5658 Doolan Road to the Park District.

Recommendation:
Staff recommends the City Council adopt a resolution to declare the 4.53 acres of City-owned property referred to as APN 905-3-12 as exempt surplus land under the Surplus Land Act and adopt a resolution authorizing the City Manager to execute a Purchase and Sale Agreement and Cooperative Agreement between the City and the East Bay Regional Park District to sell the 4.53-acre parcel located at 5658 Doolan Road to the Park District.

Staff Report

Attachments:
1. Location Maps
2. Resolution - Surplus Lands Act
3. Exhibit A - City Property
4. Exhibit B - Legal and Plat for Sale Property
5. Resolution Purchase and Sale Agreement and Cooperative Agreement
6. Exhibit A - Purchase and Sale Agreement
7. Exhibit B - Cooperative Agreement

6.8 Resolution authorizing a supplemental appropriation of $630,000 from Traffic Impact Fees (Fund 510) to Isabel Avenue/I-580 Interchange Project TI199238 and authorizing execution of an agreement with Interwest Consulting Group, Inc., in an amount not-to-exceed $592,000 and a term ending on December 31, 2031, to provide project management and right-of-way engineering services for the Isabel Avenue/I-580 Interchange Project TI199238.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Authorizing a supplemental appropriation of $630,000 from Traffic Impact Fees (Fund

510) to Isabel Avenue/I-580 Interchange Project TI199238; and

2. Authorizing the City Manager to execute an agreement with Interwest Consulting Group, Inc., in an amount not-to-exceed $592,000 and a term ending on December 31, 2031, to provide project management and right-of-way engineering services for the Isabel Avenue/I-580 Interchange Project TI199238.

Staff Report

Attachments:

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

6.9 Resolution authorizing execution of an agreement with Chrisp Company for on-call signing and striping maintenance services in an amount not-to-exceed $1,000,000 and a term ending December 31, 2031.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an Agreement for Services with Chrisp Company for on-call signing and striping maintenance services in an amount not-to-exceed $1,000,000 and a term ending December 31, 2031.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Chrisp Company Agreement

6.10 Resolution approving a request to the Metropolitan Transportation Commission for the allocation of $372,723 from FY 2026-27 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the East Avenue Corridor ATP Implementation Project TB202222.

Recommendation:

Staff recommends the City Council adopt a resolution approving a request to the Metropolitan Transportation Commission (MTC) for the allocation of $372,723 from FY 2026-27 Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle Project Funding to the East Avenue Corridor ATP Implementation Project TB202222.

Staff Report

Attachments:

1. Location Map
2. Resolution
3. Exhibit A - TDA Article 3 Project Application Findings
4. Exhibit B - TDA Article 3 Project Application Form

6.11 Resolution recommending the Livermore City Council declare Livermore a Vision Zero community and adopting a Vision Zero Action Plan with the clear goal of eliminating traffic fatalities and severe injuries on city streets.

Recommendation:

Staff recommends the City Council adopt a resolution:

1. Adopting as policy direction the tenants of Vision Zero with the expressed goal of reducing the number of fatal and serious injury crashes along all roadways under the jurisdiction of the City to zero;
2. Adopting the Livermore Vision Zero Action Plan;
3. Directing City departments, leadership, and staff to share the responsibilities for proactively encouraging and supporting Vision Zero in all facets and aspects of their mission, administration, and service delivery; and
4. Directing the City Manager to:
    a. Develop procedures and programs to further the goals and objectives of Vision Zero and take data-driven actions to achieve zero fatal and serious injury crashes based on available crash data, community input, and the "eight E's" of engagement: equity, engineering, encouragement, education, enforcement, emergency medical services, and evaluation;
    b. Propose to prioritize funding and availability of staff resources for implementing Vision Zero projects and programs;
    c. Adopt and proactively encourage the application of the Federal Highway Administration's list of Proven Safety Countermeasures;
    d. Revise design criteria for new and existing roadways to achieve context-appropriate operating speeds while incorporating sustainable, self-enforcing design principles reflecting current best practices in context-sensitive and people-centric design, and prioritizing context-sensitive people-centric judgment over numerical warrants;
    e. Review laws, ordinances, rules, policies, procedures, and regulations for conflictive or contrary language and provide remedy through administrative, collaborative, or legislative action;
    f. Develop and maintain effective partnerships with other agencies, entities, organizations, community groups, and stakeholders to further the goals of and support for Vision Zero; and
    g. Provide ongoing evaluation and performance measures and present to City Council on a regular basis a report on the initial and ongoing status of achieving the goal of zero fatal and serious injury crashes.

Staff Report

Attachments:

1. Letter from the Mayor
2. High Collision Network
3. Resolution
4. Exhibit A - Livermore Vision Zero Action Plan

6.12 Resolution authorizing execution of a third amendment to the agreement with Terracare Associates for City-wide landscape maintenance, increase the total not-to-exceed amount from $6,600,000 to $9,380,000 and extending the term of the agreement two additional years to May 31, 2028

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a third amendment to the agreement with Terracare Associates (Terracare) for City-wide landscape maintenance to increase task rates by Consumer Price Index, add additional tasks, modify the scope to require all handheld landscape equipment be converted to battery

powered equipment, increase the total not-to-exceed amount from $6,600,000 to $9,380,000, and extend the term of the agreement two additional years to May 31, 2028.

Staff Report

Attachments:

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

6.13 Resolution authorizing execution of a purchase order with Owens Equipment for one 2026 Vactor 2000i truck mounted single engine combination sewer cleaner in an amount of $801,255 and a supplemental appropriation in FY 2025-26 from the Water Resources Fund (620) of $801,255 to fund the purchase.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing issuance of a purchase order to Owens Equipment in Fairfield, California for the purchase of a 2026 Vactor 2000i truck mounted single engine combination sewer cleaner under Sourcewell contract #101221-VTR for the amount of $801,255 and a supplemental appropriation in FY 2025-26 from the Water Resources Fund (620) of $801,255 to fund the purchase.

Staff Report

Attachments:

1. Federal Signal Sourcewell Contract
2. Owens Equipment Quote
3. Resolution

6.14 Resolution designating the City Manager as the City's agent for federal and state disaster assistance and naming the City Engineer and Assistant City Engineers as the City Manager's Designees.

Recommendation:

Staff recommends City Council adopt a resolution designating the City Manager as the City's agent for federal and state disaster grant assistance and designating the City Engineer and Assistant City Engineers as the City Manager's Designees.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - CalOES Form 130 Designation of Applicant's Agent Resolution for Non-State Agencies

6.15 Resolution calling for and giving notice of the holding of a General Municipal Election and consolidating services with Alameda County on Tuesday, November 3, 2026, for the election of certain officers of the City.

Recommendation:

The City's General Municipal Election is scheduled for Tuesday, November 3, 2026. Staff recommends the City Council adopt a resolution calling for the election and directing the City Clerk, in cooperation with the Alameda County Registrar of Voters, to conduct the election and request consolidation from the Alameda County Registrar of Voters.

Staff Report

Attachments:
1. District Map
2. Resolution

6.16 Resolution authorizing the execution of a three-year agreement with Eide Bailly, LLP for auditing services in an amount not-to-exceed $555,000 for fiscal years 2025-26 through 2027-28.

Recommendation:
Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a three-year agreement with Eide Bailly, LLP for auditing services in an amount not-to-exceed $555,000 for fiscal years 2025-26 through 2027-28.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - Eide Bailey Contract

6.17 Resolution Approving the FY 2026-27 Budget Update

Recommendation:
Staff recommends that City Council adopt a resolution approving the 2026-27 Budget Update.
Staff Report
Attachments:
1. Resolution
2. Exhibit A - FY 2026-27 Budget Update Report

6.18 Resolution designating the Accounting Supervisor – General Ledger and Treasury as the City Treasurer

Recommendation:
Staff recommends City Council adopt a resolution designating the Accounting Supervisor – General Ledger and Treasury as the City Treasurer.
Staff Report
Attachments:
1. Resolution

6.19 Resolution authorizing the execution of Project and Program Grant Agreements with Anne Giancola in the amount of $2,200, Cheza Nami Foundation, Inc. in the amount of $10,000, D'Adonis Moquette in the amount of $7,500, Livermore Filipino American Organization in the amount of $10,000, Livermore Valley Performing Arts Center in the amount of $10,000, Livermore Valley Opera in the amount of $10,000, and Shakespeare's Associates, Inc. dba SPARC Theater in the amount of $10,000, consistent with the City's Public Art Policy.

Recommendation:
The Commission for the Arts and staff recommend the City Council adopt a resolution authorizing the City Manager to execute the following Project and Program Grant Agreements:
1. Anne Giancola, in the amount of $2,200 for "The Stories We Draw" Projection Display.
2. Cheza Nami Foundation, Inc., in the amount of $10,000 for the Taste of Africa Festival.
3. D'Adonis Moquette, in the amount of $7,500 for a Film and Media Summit.

4. Livermore Filipino American Organization, in the amount of $10,000 a Filipino Barrio Festival.
5. Livermore Valley Performing Arts Center, in the amount of $10,000 for ArtWalk.
6. Livermore Valley Opera, in the amount of $10,000 for Opera in the Schools
7. Shakespeare's Associates, Inc. dba SPARC Theater, in the amount of $10,000 for "Shakespeare in the Vineyard".

Staff Report

Attachments:

1. Resolution
2. Exhibit A - Anne Giancola - Project and Program Grant Agreement
3. Exhibit B - Cheza Nami Foundation, Inc. - Project and Program Grant Agreement
4. Exhibit C - D'Adonis Moquette - Project and Program Grant Agreement
5. Exhibit D - Livermore Filipino American Organization - Project and Program Grant Agreement
6. Exhibit E - Livermore Valley Performing Arts Center - Project and Program Grant Agreement
7. Exhibit F - Livermore Valley Opera - Project and Program Grant Agreement
8. Exhibit G - Shakespeare's Associates Inc. DBA SPARC Theater - Project and Program Grant Agreement

6.20 Resolution authorizing the continued participation of the City of Livermore in the Alameda County HOME Consortium for HOME Investment Partnership Program funds; and the execution of an agreement with Alameda County for participation in the Alameda County HOME Consortium for federal fiscal years 2027, 2028, and 2029.

Recommendation:

Staff recommends the City Council adopt a resolution:

1. Authorizing the participation by the City of Livermore in the Alameda County Home Investment Partnership Program Consortium for HOME Investment Partnership funds ("HOME"); and
2. Authorizing the City Manager to sign on behalf of the City of Livermore, the HOME Consortium Agreement with the County of Alameda for participation in the Consortium during federal fiscal years 2027, 2028, and 2029 to maintain the eligibility of the Consortium for HOME program funds in accordance with the National Affordable Housing Act of 1990.

Staff Report

Attachments:

1. Resolution
2. Exhibit A- HOME Consortium Agreement

6.21 Resolution authorizing the execution of Assignment and Assumption and Amendment of loan documents and a Subordination and Intercreditor Agreement with Owls Landing, L.P., for the Owl’s Landing Affordable Housing Project in the form substantially attached to the resolution.

Recommendation:

Staff recommends City Council adopt a Resolution authorizing the City Manager, or her designee, to:

1. Execute the Assignment and Assumption and Amendment of Loan Documents with Owls Landing, L.P. for the Owl's Landing Affordable Housing Project in substantial conformance with the agreement attached as Exhibit A.
2. Determine the Applicable Federal Rate of interest to be included in the Assignment and Assumption and Amendment of Loan Documents with Owls Landing, L.P. prior to execution.
3. Execute the Subordination and Intercreditor Agreement with Owls Landing, L.P. and Capital One, National Association, for the Owls Landing Affordable Housing Project in substantial conformance with the agreement attached as Exhibit B.

Staff Report

Attachments:

1. Attachment 1 - Loan Documents
2. Resolution
3. Exhibit A - Assignment and Assumption and Amendment
4. Exhibit B - Subordination and Intercreditor Agreement

6.22 Resolution adopting the Below Market Rate Rental Requirements for affordable units produced through the Inclusionary Housing Ordinance and City-assisted affordable housing developments.

Recommendation:

Staff recommends the City Council adopt a resolution approving the Below Market Rate Rental Requirements for units produced through the Inclusionary Housing Ordinance and City-assisted affordable housing developments.

Staff Report

Attachments:

1. Resolution
2. Exhibit A - BMR Rental Requirements

6.23 Resolution authorizing the annual display of the Philadelphia Rainbow Pride flag in June and the POW/MIA flag in November at the Civic Center Campus

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the annual display of the Philadelphia Rainbow Pride flag during the month of June and the POW/MIA flag during the month of November at the Civic Center Campus flagpole, with both displays to continue annually unless otherwise directed by the City Council.

Staff Report

Attachments:

1. Resolution

6.24 Resolution amending the City's Community Benefit Policy and appropriating $600,000 in Community Benefit funds.

Recommendation:

Staff recommends the City Council adopt a resolution amending the Community Benefit Policy and appropriating $600,000 in Community Benefit funds.

Staff Report

Attachments:

1. Existing Community Benefit Policy
2. Resolution
3. Exhibit A - Community Benefit Policy Amendment

7. PUBLIC HEARINGS

7.1 Hearing to consider a resolution approving the FY 2026-27 Annual Action Plan; authorizing submittal to the U.S. Department of Housing and Urban Development; and authorizing execution of associated documents.

Recommendation:

The Human Services Commission and staff recommend the City Council adopt a resolution:

1. Approving the FY 2026-27 Annual Action Plan, attached hereto as Exhibit A, and authorizing submission of the Action Plan to Alameda County for inclusion with the Alameda County HOME Consortium report for submittal to HUD;
2. Authorizing the City Manager, or her designee, to negotiate and execute all documentation and agreements with HUD and any subgrantees that are necessary and appropriate to effectuate the FY 2026-27 Annual Action Plan, including, without limitation, the FY 2026-27 Entitlement Certifications, attached hereto as Exhibit B; and
3. Authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the FY 2026-27 Annual Action Plan.

Staff Report

Attachments:

1. Resolution
2. Exhibit A- Draft FY 2026-27 Action Plan
3. Exhibit B- HUD Certifications FY 2026-27 Entitlement

7.2 Hearing to consider a resolution authorizing Livermore Sanitation, Inc.'s requested rate adjustment for solid waste, recyclable materials, and compostable materials services, pursuant to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc., for Solid Waste, Recyclable Materials, and Compostable Materials Services and to amend Exhibit H to the Franchise Agreement to reflect the authorized increase of 1.65% to rates

Recommendation:

Staff recommends the City Council hold a public hearing and adopt a resolution authorizing Livermore Sanitation, Inc.'s requested rate adjustment for solid waste, recyclable materials, and compostable materials services, pursuant to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services, and to amend Exhibit H to the agreement to reflect the authorized increase of 1.65% effective July 1, 2026.

Staff Report

Attachments:

1. Resolution

2. Exhibit A - Customer Rates for Rate Period Seventeen

8. MATTERS FOR CONSIDERATION

8.1 Comprehensive General Plan Update – Draft General Plan 2045

Recommendation:
Staff recommends the City Council:

- Receive a presentation on the Draft General Plan 2045;
- Consider community, General Plan Advisory Committee (GPAC), and Planning Commission feedback on the Draft General Plan 2045; and
- Provide direction on any changes or revisions that should be incorporated into the Draft General Plan 2045.

Staff Report
Attachments:
1. Community Feedback on Draft General Plan 2045
2. Summary of GPAC Feedback on Draft General Plan
3. Recommended Revisions to Draft General Plan 2045
4. Livermore GPU 2045 Fiscal Impact Analysis

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, June 8, 2026 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. Materials 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: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Proclamation declaring May 17-23, 2026, as National Public Works Week in the City of Livermore presented to Carl Brown, Public Works Director, and Joe Prime, Maintenance & Golf Operations Manager.

RECOMMENDED ACTION

Staff recommends City Council declare May 17-23, 2026, as National Public Works Week in the City of Livermore.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Kathy Hughes
Administrative Assistant

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Proclamation

of the

City of Livermore

Proclaiming

PUBLIC WORKS WEEK

May 17 – 23, 2026

***WHEREAS**, Public Works professionals focus on stewardship of the City's vital assets including infrastructure, facilities, and other services that prioritize public health and safety, a high quality of life, and well-being for the residents of Livermore; and*

***WHEREAS**, this year's theme "Rooted in Service, Powered by Community" acknowledges that the roots of service run deep and that the efforts of the Public Works professionals, whether visible or behind the scenes, helps the community thrive; and*

***WHEREAS**, it is in the public's interest for the residents and civic leaders of the City of Livermore to gain knowledge of, and maintain an ongoing understanding of the importance of public works and public works programs; and*

***WHEREAS**, the Public Works Department provides essential services to the community, including streets, lighting, landscaping, fleet, facilities, sewer, water, water reclamation, and asset management; and*

***WHEREAS**, these services could not be provided without the dedicated efforts of Public Works professionals who operate with the highest standards to maintain the City's roads, water systems, water reclamation and solid waste handling, public buildings, fleet, landscaping, streets, pedestrian ramps and sidewalks, traffic signals, street lighting, facilities and structures essential for our residents.*

***NOW, THEREFORE**, the City Council of the City of Livermore proclaims May 17-23, 2026 to be Public Works Week in the City of Livermore and encourages residents to recognize the important contributions that Public Works staff make every day to help maintain their comfort and quality of life.*

Mayor John Marchand

Vice Mayor Kristie Wang

CORPORATE SEAL OF THE CITY OF LIVERMORE, CA.

Council Member Ben Barrientos

Council Member Evan Branning

Council Member Steven Dunbar

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 3.2**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Allen McFarland, Management Analyst II

SUBJECT: Commission for the Arts annual update presented by Chair Natalia Custodio.

RECOMMENDED ACTION

Staff recommends the City Council receive the Commission for the Arts annual update.

DECISION TYPE

Not Applicable

SUMMARY

DISCUSSION

ATTACHMENTS

Prepared by: Allen McFarland
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: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Approval of draft minutes - March 23, 2026 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

DECISION TYPE

Administrative

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2026-03-23

Prepared by: Helena Graves
Acting City Clerk

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

DRAFT MINUTES

LIVERMORE
CALIFORNIA

CITY COUNCIL
MARCH 23, 2026

REGULAR MEETING

1. CLOSED SESSION - NONE

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

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

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS – NONE

4. ADVISORY BODY APPOINTMENTS – NONE

5. OPEN FORUM

Mayor Marchand opened the public comment period.

Cy Matin provided a comment.

Richard Streeter provided a comment.

Joe Lee provided a comment.

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

6. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

Matt Monteriel provided a comment.

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

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

6.1 Approval of draft minutes – February 23, 2026 and the March 9, 2026 Regular Meetings.

6.2 Resolution 2026-031 authorizing replacing State – Gas Tax funds with County Measure BB – Local Streets and Roads funds in FY 2025-26, authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Flagpole Plaza Project DR202225.

6.3 Resolution 2026-032 authorizing execution of an agreement with Interwest Consulting Group, Inc., in an amount not-to-exceed $656,800 and a term ending December 31, 2031, to provide design and construction support services for the Street Resurfacing Project SM202501.

6.4 Resolution 2026-033 approving the funding agreement between the Tri-Valley Transportation Council and the City of Livermore for the allocation of Tri-Valley Transportation Development Funds (TVTDF) in the amount of $3,426,000 for environmental, permitting, right-of-way, and design activities associated with the Vasco Road/I-580 Interchange Project TI199352.

6.5 Resolution 2026-034 approving an exception to the Livermore Municipal Code bidding requirements and authorizing the sole sourcing of specific brand of EV charging equipment for the construction of the City's Fleet Electrification Project Phase 2, Project BL202514.

6.6 Resolution 2026-035 authorizing the execution of a Housing In-Lieu grant agreement with Tri-Valley Haven for Women for the Emergency Shelter construction project in an amount of $1,200,000.

6.7 Resolution 2026-036 authorizing the execution of an agreement with Stanford Health Care Tri-Valley to provide professional occupational health-related medical services for term ending June 30, 2031, in an amount not-to-exceed $500,000.

6.8 Resolution 2026-037 authorizing the approval of the Altamont Settlement Agreement Education Advisory Board's $617,625 Expenditure Plan for FY 2026-27.

6.9 Resolution 2026-038 declaring parcels within the City which contain weeds, refuse, rubbish and/or dirt a public nuisance requiring abatement, directing staff to proceed with the annual Fire Hazard Abatement Program, and set a public hearing date of April 27, 2026, to receive protests and direct staff to proceed with field abatement work.

7. PUBLIC HEARINGS

7.1 Hearing to consider the 2025 Housing Element Annual Progress Report, which tracks the City's progress towards implementing the Housing

Element of the General Plan and meeting its Regional Housing Needs Allocation pursuant to Government Code Section 65400.

Recommendation: Staff recommended the City Council adopt a resolution accepting the 2025 Housing Element Annual Progress Report and directed staff to file the report with the California Department of Housing and Community Development by the April 1, 2026, deadline.

Senior Planner Shannon Pagan presented the staff report.

Mayor Marchand opened the public hearing.

Jean King provided a comment.

Alan Marling provided a comment.

Matt Monterial provided a comment.

There were no more speakers, and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY COUNCIL MEMBER BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2026-039 accepting the 2025 Housing Element Annual Progress Report.

8. MATTERS FOR CONSIDERATION - NONE

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

Transportation management and paving in the Isabel Neighborhood Plan Council Member Dunbar proposed an ad hoc subcommittee. The Mayor recommended Council Member Dunbar and Council Member Branning be appointed to the subcommittee.

ON THE MOTION OF COUNCIL MEMBER DUNBAR, SECONDED BY MAYOR MARCHAND AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL AFFIRMED COUNCIL MEMBER DUNBAR AND COUNCIL MEMBER BRANNING BE APPOINTED TO THE AD HOC SUBCOMMITTEE THAT WILL BE IN PLACE FOR LESS THAN ONE YEAR PER THE CITY COUNCIL RULES OF PROCEDURE. THE CITY MANAGER'S OFFICE WILL PROVIDE UPDATES THROUGH THE CITY COUNCIL CRITICAL PROJECTS STATUS UPDATES.

10. ADJOURNMENT – at 8:13 pm to a Regular City Council Meeting on Monday, April 13, 2026 at 7:00 pm, Civic Center Meeting Hall, City Council Chamber, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
HELENA GRAVES, ACTING CITY CLERK

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.2**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution accepting public improvements constructed by Shea Homes, Inc., pursuant to the Subdivision Improvement Agreement for Phase 1 of Final Tract Map 8613 (Shea Portola Townhomes), located at the northeast corner of Collier Canyon Road and Portola Avenue, for permanent maintenance and authorizing release of security and accepting offers of dedication of Public Utility Easement, Sanitary Sewer Easement, and Emergency Vehicle Access Easement.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:
1. Accepting Phase 1 of Final Tract Map 8613 public improvements for permanent maintenance;
2. Accepting, on behalf of the public, all real property offered for dedication within Phase 1 of Final Tract Map 8613, including Public Utility Easement, Sanitary Sewer Easement, and Emergency Vehicle Access Easement; and
3. Authorizing release of security provided for construction of the public improvements.

DECISION TYPE

Administrative

SUMMARY

On November 13, 2023, Phase 1 of Final Tract Map 8613 was approved by the City Council with a Subdivision Improvement Agreement and security for the construction of public infrastructure to serve the Shea Portola Townhomes residential project. Attachment 1 shows the location of the project. The public and private improvements for the project include public sewer, water, Class IV bike lane, a new traffic signal at the site entrance of Sedona Common and Portola Avenue, private streets, sidewalks, storm drain, open space, a bio-retention basin, and lighting. The developer, Shea Homes, Inc., has completed the public improvements of Phase 1 of Final Tract Map 8613 to the satisfaction of the City Engineer. The City Council can now accept Phase 1 of Final Tract Map 8613 public improvements for permanent maintenance, accept previously rejected offers of dedication, and release security.

DISCUSSION

The Shea Portola project consists of two separate phases, the Townhomes as Phase 1 and the Apartments as Phase 2. Phase 1 of Final Tract Map 8613 consists of 89 Townhome residential units, which are located at the northeast corner of Collier Canyon Road and Portola Avenue as shown in the Vicinity Map (Attachment 1). On November 13, 2023, Phase 1 of Final Tract Map 8613 was approved by City Council with a Subdivision Improvement Agreement and security for public improvements. At that meeting, Council also rejected the offers of dedication for the following streets and easements made on Phase 1 of Final Tract Map 8613:

- Public Utility Easement,
- Sanitary Sewer Easement, and
- Emergency Vehicle Access Easement

On March 10, 2025, the First Amendment to the Subdivision Improvement Agreement for Tract 8613 was approved by Council to increase the reimbursement for traffic improvements, extend the time of completion, and reduce the bond for onsite and offsite bond amounts.

An offer of dedication is a formal act by a property owner to voluntarily donate land or property rights to a public entity for a specific public use, such as a street or utility easement. This offer is usually an initial step, and the public entity must accept the dedication for it to become legally binding. When Phase 1 of Final Tract Map 8613 was approved on November 13, 2023, the City Council rejected the offers of dedication made on the map but retained the right to accept the dedications at a later date when the improvements were complete.

Shea Homes, Inc., (Developer) is responsible for funding and constructing public and private improvements required for this development. The project includes the following public improvements: sewer, water, Class IV bike lane with landscaped planter islands, bus turnout, additional on-street parking along the west side of Collier Canyon Road, and a new traffic signal at the project entrance of Portola Avenue and Sedona Common. The private infrastructure improvements include private streets, sidewalks, storm drains, open space, a bio-retention basin, and lighting.

The Developer has fulfilled all of the obligations as described in the Conditions of Approval and Subdivision Improvement Agreement for Phase 1 of Final Tract Map 8613 to the satisfaction of the City Engineer. The Subdivision Improvement Agreement required traffic improvements at the intersection of Portola Avenue and Sedona Common. These requirements are met with Portola Avenue and Sedona Common Traffic Signal Improvements, CIP Project No. TC202326, which includes the traffic signal, modifications to the south leg of the Sedona Common and Portola Avenue intersection, modifications to the Portola Right of Way on the south side of Portola Avenue, and modifications to the existing median. The Developer completed all of the required work for Project TC202326.

The City Council can now accept Phase 1 of Final Tract Map 8613 for permanent maintenance, accept offers of dedication that were previously rejected, and release the security that was provided as surety for these public improvements as specified in the Subdivision Improvement Agreement.

FISCAL AND ADMINISTRATIVE IMPACTS

The estimated annual cost for maintenance of public infrastructure, including water, sewer, curb and gutter, bus turn out, traffic signal and striping is $16,000. This cost is funded by enterprise funds and gas

tax funds. In addition, the Developer has annexed into the Isabel Neighborhood Specific Plan Communities Facilities District (CFD No. 2023-1). As part of the Communities Facilities District, homeowners within this tract will be assessed annually to provide a portion of funds to maintain public amenities within the boundaries of the Isabel Neighborhood Specific Plan.

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

4: Implement the Isabel Neighborhood Specific Plan

ATTACHMENTS

1. Vicinity Map
2. Resolution

Prepared by: Leo Sum
Assistant Civil Engineer

Approved by:

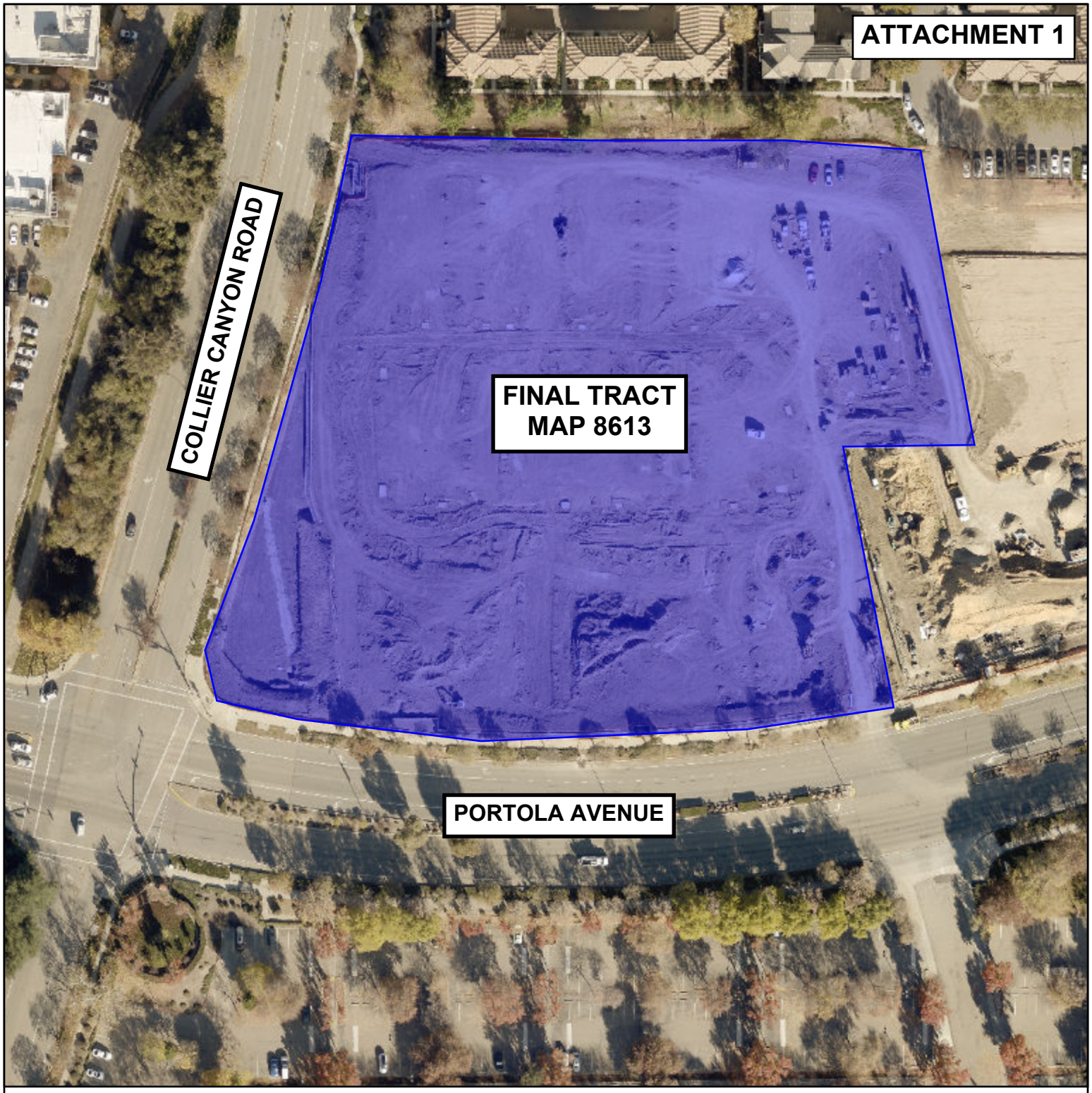


Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



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LEGEND

ALL LOCATIONS ARE APPROXIMATE

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CITY OF LIVERMORE CALIFORNIA

Livermore Web Map

Date: 4/10/2026

Path: /Web Map

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

EXEMPT FROM FILING FEES PURSUANT TO
GOV. CODE § 27383

CITY CLERK
CITY OF LIVERMORE
1052 S. LIVERMORE AVENUE
LIVERMORE, CA 94550

Space Above This Line For Recorder's Use Only

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY SHEA HOMES, INC. AND SHEA CENTER LIVERMORE, LLC PURSUANT TO THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PHASE 1 OF FINAL TRACT MAP 8613 (SHEA PORTOLA TOWNHOMES), LOCATED AT THE NORTHEAST CORNER OF COLLIER CANYON ROAD AND PORTOLA AVENUE, FOR PERMANENT MAINTENANCE AND AUTHORIZING RELEASE OF SECURITY AND ACCEPTING OFFERS OF DEDICATION OF PUBLIC UTILITY, SANITARY SEWER, AND EMERGENCY VEHICLE ACCESS EASEMENTS

(Shea Homes, Inc. – Phase 1, Final Tract Map 8613)

On November 13, 2023, the City Council adopted Resolution No. 2023-196 approving Final Tract Map 8613 and authorizing the execution of a Subdivision Improvement Agreement with Shea Homes, Inc. and Shea Center Livermore, LLC (collectively, "Developer") for Phase 1 of Developer's project, also known as the Shea Portola Townhomes Project ("Phase 1"). On March 10, 2025, the City Council adopted Resolution No. 2025-033 authorizing the execution of a first amendment to the Subdivision Improvement Agreement. The Subdivision Improvement Agreement was recorded under Series No. 2023145319, dated December 13, 2023, Official Records of Alameda County, California, and the first amendment to the Subdivision Improvement Agreement was recorded under Series No. 2025038484, dated March 19, 2025, Official Records of Alameda County, California.

The City Engineer of the City of Livermore has filed with the City Clerk a report in writing that all public improvements constructed pursuant to the Subdivision Improvement Agreement, as amended, for Phase 1 of Final Tract Map 8613 have been completed by Developer to City of Livermore's standards and are now ready for acceptance by the City of Livermore for permanent maintenance.

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

1. The City Council hereby accepts all public improvements required to have been constructed pursuant to the Subdivision Improvement Agreement for Phase 1 of Final Tract Map 8613, recorded under Series No. 2023145319, dated December 13, 2023, Official Records of Alameda County, California, as amended by the first amendment to the Subdivision Improvement Agreement, recorded under Series No. 2025038484, dated March 19, 2025, Official Records of Alameda County, California ("Subdivision Improvement Agreement").

2. The faithful performance bond guaranteeing the Subdivision Improvement Agreement is hereby released.

3. The labor and materials bond guaranteeing the Subdivision Improvement Agreement 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 to the City of Livermore. The balance of the bond shall be released upon the settlement of all claims and obligations for which the security was given.

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

5. Pursuant to Government Code sections 7050 and 66477.2, the City hereby rescinds its earlier action taken on November 13, 2023, to reject the offer of dedication of Public Utility Easement, Sanitary Sewer Easement, and Emergency Vehicle Access Easement, and accepts the offer of dedication of Public Utility Easement, Sanitary Sewer Easement, and Emergency Vehicle Access Easement for public purposes made on Final Tract Map 8613, recorded in the Office of the County Recorder on December 13, 2023, under Series Number 2023145319, Official Records of Alameda County, California.

6. The City Clerk is directed to record this resolution in the Office of the Alameda County Recorder.

7. The City Manager, or her designee, is authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

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

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving Final Parcel Map 11186, authorizing execution of a Subdivision Improvement Agreement for the Livermore Village site located at the southeast corner of the intersection of South L Street and Railroad Avenue, and accepting on behalf of the public, all real property offered for dedication within Final Parcel Map 11186 except for certain easements which the City Council reserves the right to accept at a future date.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Finding that the requirements of the California Environmental Quality Act have been satisfied;
2. Approving and authorizing execution of the Subdivision Improvement Agreement for Final Parcel Map 11186 which includes a 12-month extension (24 months in total) to complete the required improvements;
3. Approving Final Parcel Map 11186 for recording; and,
4. Accepting, on behalf of the public, all real property offered for dedication within Final Parcel Map 11186 in conformance with the terms of the offer except for the following, which the Council rejects at this time reserving the right to accept the offer at a future date: Sidewalk Easement (S.E).

DECISION TYPE

Administrative

SUMMARY

DTLM, L.P. (Developer) has completed a Final Parcel Map and Subdivision Improvement Agreement in conformance with the conditions of approval for Vesting Tentative Parcel Map 11186. Final Parcel Map 11186 consists of three lots with two apartment buildings located at the southeast corner of the intersection of South L Street and Railroad Avenue as shown on Attachment 1. The proposed Subdivision Improvement Agreement will secure the construction of the public and private improvements. Public improvements include a new storm drain, emergency vehicle access road, stamped concrete path, trees, lighting, and sidewalk repairs. Private improvements include private storm drain, private sewer, private water, utilities, and lighting. Final Parcel Map 11186 can now be approved. All real property offered for dedication on Final Parcel Map 11186 can be accepted at this time except for the

following: Sidewalk Easement (S.E.), reserving the right to accept the offer at a future date. Parcel Map 11186 consists of development of two apartment buildings and associated parking, lighting, landscaping, and other improvements.

DISCUSSION

On May 24, 2021, the City Council approved Vesting Tentative Parcel Map 11186 (SUB 21-003), and the conditions of approval for the Livermore Village site, consisting of 130 affordable residential units in two, four-story buildings with underground parking located at the southeast corner of the intersection of South L Street and Railroad Avenue, as shown in the Vicinity Map (Attachment 1). Staff has found the Final Parcel Map 11186 and improvement plans to be in substantial conformance with the conditions of approval for Vesting Tentative Parcel Map 11186. The improvement plans have been approved and are on file with the City Engineer.

On May 24, 2021, the City Council adopted Resolution No. 2021-071, determining that the proposed project is statutorily exempt from review under the California Environmental Quality Act (CEQA) as a project that is consistent with a specific plan for which an EIR has been certified per the Government Code section 65457 and CEQA Guidelines Section 15182(c).

The approval of the final map is a ministerial act which is not subject to the requirements of CEQA. (Public Resources Code Section 21080(b)(1) and CEQA Guidelines 15268.)

The Developer is responsible for funding and constructing public and private improvements required for this development. The public improvements include new storm drains, an emergency vehicle access road, a stamped concrete path, trees, lighting, and sidewalk repairs. The private improvements include a private storm drain, private sewer, private water, dry utilities, and lighting. The proposed Subdivision Improvement Agreement will secure the construction of the public and private improvements. The developer has provided the required insurance and surety securing the construction of improvements per the provisions of the Subdivision Improvement Agreement. The sureties are on file in the City Clerk's office. The sureties will be released once the public improvements have been completed and accepted by the City.

According to Development Code section 10.05.090, the subdivider must complete the improvements within 12 months from the date of recording of the final map, unless an extension is granted by the City Council. The subdivider has requested a 12-month extension to complete the improvements. Staff recommends that a 12-month extension should be granted to the subdivider, for a total of 24 months, to provide ample time to complete the improvements as required.

There are private infrastructure improvements, including storm drains, streets, landscaping, utilities, and lighting, which will be privately maintained by the property owners. The public improvements include a new storm drain, an emergency vehicle access road, stamped concrete path, trees, lighting, and sidewalk repairs.

Final Parcel Map 11186 dedicates a portion of the parcel to the City in fee for the future construction of Veteran's Park. Final Parcel Map 11186 also includes an offer of dedication for a sidewalk easement. Staff recommends the Council reject the sidewalk easement (S.E.), reserving the right to accept the offer at a future date after these public improvements have been completed.

FISCAL AND ADMINISTRATIVE IMPACTS

The estimated annual cost for maintenance of public infrastructure, including the sidewalks, curb, gutter, and storm drains is $2,511. These costs will be funded by the General Fund (Fund 100) and other use taxes. Landscape Maintenance District No. 859 (LL-859) will cover the cost of the maintenance of the stamped concrete path and the emergency vehicle access road.

COMMUNITY PILLAR:

1: A Safe Community That Thrives

GOAL:

7: Expand and preserve the supply of affordable housing opportunities

ATTACHMENTS

1. Vicinity Map
2. Resolution
3. Exhibit A - Final Parcel Map 11186
4. Exhibit B - Subdivision Improvement Agreement

Prepared by: Jarrett Rasmussen
Associate Civil Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

ATTACHMENT 1



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mi

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Path: /Web Map

Date: 4/14/2026 11:34 PM

CITY OF LIVERMORE CALIFORNIA

Vicinity Map
Livermore Village
Parcel Map 11186

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING FINAL PARCEL MAP 11186, AUTHORIZING EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE LIVERMORE VILLAGE DEVELOPMENT LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH L STREET AND RAILROAD AVENUE, AND ACCEPTING ON BEHALF OF THE PUBLIC, ALL REAL PROPERTY OFFERED FOR DEDICATION WITHIN FINAL PARCEL MAP 11186 EXCEPT FOR CERTAIN EASEMENTS WHICH CITY COUNCIL RESERVES THE RIGHT TO ACCEPT AT A FUTURE DATE

(FINAL PARCEL MAP 11186 – LIVERMORE VILLAGE DEVELOPMENT)

DTLM L.P. ("Developer") has presented Final Parcel Map 11186 (SUB21-003) situated in the City of Livermore, County of Alameda, a copy of which is attached hereto as Exhibit A, in accordance with the provisions of the California Subdivision Map Act ("Act") and the Livermore Development Code. The Developer has also presented a Subdivision Improvement Agreement, a copy of which is attached hereto as Exhibit B, providing for the improvements required as a condition of approval of the Final Parcel Map.

The City Engineer reviewed the Final Parcel Map and certified it as required by the Act and the Livermore Development Code. Additionally, the City Engineer reviewed and approved the staff report concerning the Final Parcel Map and Subdivision Improvement Agreement which recommends approval.

The City Attorney has reviewed the surety provided by DTLM L.P. to secure performance of the Subdivision Improvement Agreement as required by California and City law.

On May 24, 2021, the City Council approved Resolution No. 2021-072, which, among other things, approved Vesting Tentative Parcel Map 11186 (SUB 21-003), subject to the conditions of approval. The City Council also adopted Resolution No. 2021-071, where the City Council found that the proposed project is statutorily exempt from review under the California Environmental Quality Act (CEQA) as a project that is consistent with a specific plan for which an EIR has been certified per the Government Code section 65457 and CEQA Guidelines Section 15182(c).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the approval of the final map is a ministerial act and therefore not subject to the California Environmental Quality Act. (Public Resources Code Section 21080(b)(1) and CEQA Guidelines 15268.) Additionally, any potential impacts to the environment that may be caused by approval of Final Parcel Map 11186 and the Subdivision Improvement Agreement are within the scope of the environmental review

approved as part of Resolution No. 2021-071. Accordingly, the requirements of the California Environmental Quality Act have been satisfied.

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

1. Final Parcel Map 11186, attached hereto as Exhibit A, is approved and all those parcels of land, easements, and other legal interests in land offered for public use are accepted in conformity with the terms of the offer, except for the following which the City Council rejects at this time, reserving the right to accept the offers at a future date subject to Government Code Sections 66477.2 and 7050:

Sidewalk Easement.

2. The Subdivision Improvement Agreement, attached hereto as Exhibit B, is approved and the Mayor is authorized to sign the Agreement on behalf of the City of Livermore. Pursuant to Section 10.05.090 of the Livermore Development Code, the City Council granted the Developer a 12-month extension allowing the Developer a total of 24 months from the date the Subdivision Improvement Agreement is executed to complete the required improvements.

3. The City Clerk is directed to execute the certificate attached to the Final Parcel Map 11186 and affix the Seal of the City and to record the Final Parcel Map 11186, and the Subdivision Improvement Agreement with the County Recorder.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly D. Cilley
City Attorney

Exhibit A – Final Parcel Map 11186
Exhibit B – Subdivision Improvement Agreement

PARCEL MAP 11186

BEING A SUBDIVISION OF PARCEL 1 AND THE RAILROAD AVENUE DEDICATION AS SHOWN ON TRACT MAP 8574, FILED DECEMBER 23, 2020 IN BOOK 365 OF MAPS, PAGES 15–19, RECORDER'S SERIES NO. 2020–361571, ALAMEDA COUNTY RECORDS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

PREPARED BY

LUK AND ASSOCIATES
CIVIL ENGINEER – LAND PLANNERS – LAND SURVEYORS
738 ALFRED NOBEL DRIVE
HERCULES, CALIFORNIA 94547
(510) 724–3388

APRIL 2026

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY STATES THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "PARCEL MAP 11186, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF, THAT THEY HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DO CONSENT TO THE MAKING AND RECORDATION OF SAID MAP.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER GRANTING THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO IN, UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "PUE" (PUBLIC UTILITY EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP. TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID PUBLIC UTILITIES (INCLUDING SIDEWALKS) AND ANY APPURTENANCES THERETO.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES FOREVER, GRANTING A "SE" (SIDEWALK EASEMENT) ON, OVER AND ACROSS THOSE STRIPS OF LAND SHOWN AND DESIGNATED "SE", AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, TOGETHER WITH THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND REPAIRING SAID SIDEWALKS AND ANY APPURTENANCES THERETO, INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR PEDESTRIAN USE OVER AND ALONG SAID SIDEWALKS.

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE TO THE CITY OF LIVERMORE, A MUNICIPAL CORPORATION, FOR PUBLIC PURPOSES THAT PARCEL OF LAND DESIGNATED AS PARCEL 2 EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP. THE AREA OF LAND LYING WITHIN THE BOUNDARIES OF PARCEL 2 AS SHOWN AND DESIGNATED AS A "PUBLIC PARK" ARE HEREBY DEDICATED FOR PUBLIC PARK PURPOSES.

THE UNDERSIGNED HEREBY RESERVES A STRIP OF LAND AS A "PSSE" (PRIVATE SANITARY SEWER EASEMENT) OVER TO THE UPPER ELEVATION LIMIT OF 534 FEET, UNDER TO THE CENTER OF THE EARTH, AND ACROSS A STRIP OF LAND SHOWN AND DESIGNATED "PSSE", AS EMBRACED WITHIN THE BOUNDARIES OF THE HEREIN EMBODIED MAP, ACROSS PARCEL 2 FOR THE BENEFIT OF PARCEL 3. MAINTENANCE OF ANY PRIVATE SANITARY SEWER SHALL BE THE RESPONSIBILITY OF THE OWNER OF PARCEL 3.

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

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS HAVE CAUSED THIS STATEMENT TO BE EXECUTED THIS 21 DAY OF April, 2026.

AS OWNER:
DTLM, L.P., A CALIFORNIA LIMITED PARTNERSHIP

BY: A Osgood

NAME: Andrea Osgood

TITLE: Chief of Real Estate Development

OWNER'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA } SS
COUNTY OF ALAMEDA }

ON April 21, 2026 BEFORE ME, Corinne H. Canavero NOTARY PUBLIC FOR THE STATE OF CALIFORNIA, PERSONALLY APPEARED

Andrea Osgood

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 UNAUTHORIZED CAPACITY(IES) AND BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE: Corinne Canavero

CORINNE H. CANAVERO
Notary Public - California
Alameda County
Commission # 2458066
My Comm. Expires Aug 7, 2027

PRINT NAME: Corinne H. Canavero

NOTARY PUBLIC IN AND FOR THE COUNTY OF Alameda STATE OF CALIFORNIA

PRINCIPAL COUNTY OF BUSINESS: Alameda

COMMISSION EXPIRES: August 7, 2027

COMMISSION # OF NOTARY: 2458066

CITY CLERK'S STATEMENT

STATE OF CALIFORNIA } SS
COUNTY OF ALAMEDA }

I, _____, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT THIS MAP ENTITLED "PARCEL MAP 11186, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", WAS PRESENTED TO THE CITY COUNCIL OF THE CITY OF LIVERMORE, AT A MEETING THEREOF HELD ON _____, 2026, AND THE COUNCIL DID BY RESOLUTION NO. _____ APPROVE THE MAP AND ACCEPT ON BEHALF OF THE PUBLIC ALL THOSE PARCELS, EASEMENTS, AND OTHER INTERESTS IN LAND OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, EXCEPT FOR THE SIDEWALK EASEMENT WHICH THE COUNCIL DID REJECT AT THIS TIME (RESERVING THE RIGHT TO ACCEPT THE OFFERS AT A FUTURE DATE SUBJECT TO GOVERNMENT CODE SECTIONS 66477.2 AND 7050).

SAID COUNCIL ALSO, ON BEHALF OF THE CITY, ABANDON IN ITS ENTIRETY PER SECTION 66434(G) AND 66499.20.2 OF THE SUBDIVISION MAP ACT:

"TRACT 8574, 365 M 15", 12/23/2020, VACATION OF RAILROAD AVENUE DEDICATION WITHIN PARCEL 1 (1,146 S.F.±), EMERGENCY VEHICLE ACCESS EASEMENT AND PUBLIC ACCESS EASEMENT AT THE NORTHEASTERLY CORNER OF PARCEL 1, AND ALL PUBLIC UTILITY EASEMENTS AROUND THE PERIMETER OF PARCEL 1.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ 2026.

_____

CITY CLERK AND CLERK OF THE CITY COUNCIL
CITY OF LIVERMORE, ALAMEDA, STATE OF CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

STATE OF CALIFORNIA } SS
COUNTY OF ALAMEDA }

I, BRITNEY DAVIS, CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, HEREBY CERTIFY THAT CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE IN CONFORMANCE WITH THE REQUIREMENTS OF SECTIONS 66492 AND 66493 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA, AS CHECKED BELOW:

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

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID, AS CERTIFIED BY THE TREASURER–TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____ 2026.

BRITNEY DAVIS
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT

FILED THIS_____DAY OF_____, 2026, AT_____M. IN BOOK_____OF MAPS, AT PAGES_____ INCLUSIVE, RECORDER'S SERIES NO. _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE $_____ PAID

MELISSA WILK
COUNTY RECORDER, COUNTY OF ALAMEDA, CALIFORNIA

BY_____
DEPUTY COUNTY RECORDER

SHEET 1 OF 3

20069A10\BDRY\PARCEL-MAP-20069A10.dwg

BENEFICIARY'S STATEMENT

THE UNDERSIGNED, AS BENEFICIARY UNDER THE DEEDS OF TRUST RECORDED SEPTEMBER 7, 2022 AS INSTRUMENT NOS. 2022-154404 AND 2022-154405, OFFICIAL RECORDS OF THE CITY AND COUNTY OF ALAMEDA, CALIFORNIA, CONSENTS TO THE PREPARATION AND FILING OF THE MAP AND JOINS IN ALL OFFERS OF DEDICATION THEREON.

CITY OF LIVERMORE, A MUNICIPAL CORPORATION

BY: _____

NAME: _____

TITLE: _____

BENEFICIARY'S ACKNOWLEDGMENT

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

STATE OF CALIFORNIA }
COUNTY OF _____ }

ON _____, 20____ BEFORE ME

_____ PERSONALLY

APPEARED _____

_____

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.

SIGNATURE: _____

NOTARY PUBLIC, STATE OF CA COMMISSION NO.: _____

MY COMMISSION EXPIRES: _____

COUNTY OF PRINCIPAL PLACE OF BUSINESS: _____

CITY ENGINEER'S STATEMENT

I, JOEL H. WAXDECK, CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 11186, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

Joel Waxdeck

JOEL H. WAXDECK, R.C.E. NO. 19965
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

LICENSE EXPIRES DECEMBER 31, 2026

DATE: 4/28/26

REGISTERED PROFESSIONAL ENGINEER — JOEL H. WAXDECK — No. C.49965 — CIVIL — STATE OF CALIFORNIA

I, ANNE-SOPHIE TRUONG, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "PARCEL MAP 11186, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA", AND I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

ANNE-SOPHIE TRUONG
L.S. NO. 8998
LICENSE EXPIRES SEPTEMBER 30, 2027

DATE: 04/28/2026

PROFESSIONAL LAND SURVEYOR — ANNE-SOPHIE TRUONG — LS 8998 — STATE OF CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF DTLM, L.P. IN DECEMBER 2025.

I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND IS TRUE AND COMPLETE AS SHOWN.

I HEREBY STATE THAT THE MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS SHOWN IN ACCORDANCE WITH THE SATISFACTORY ASSURANCE GIVEN BY THE OWNER/SUBDIVIDER ON OR BEFORE DECEMBER 2028, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER STATE THAT "PARCEL MAP 11186, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA" IS A SUBDIVISION INTO PARCELS OF LAND CONTAINING 2.107 ACRES, MORE OR LESS.

BY: _____
JACQUELINE LUK, PLS 8934
LICENSE EXPIRES 9/30/2026

DATE: 4/23/26

PROFESSIONAL LAND SURVEYOR — JACQUELINE LINGNEL LUK — LS 8934 — STATE OF CALIFORNIA

PARCEL MAP 11186

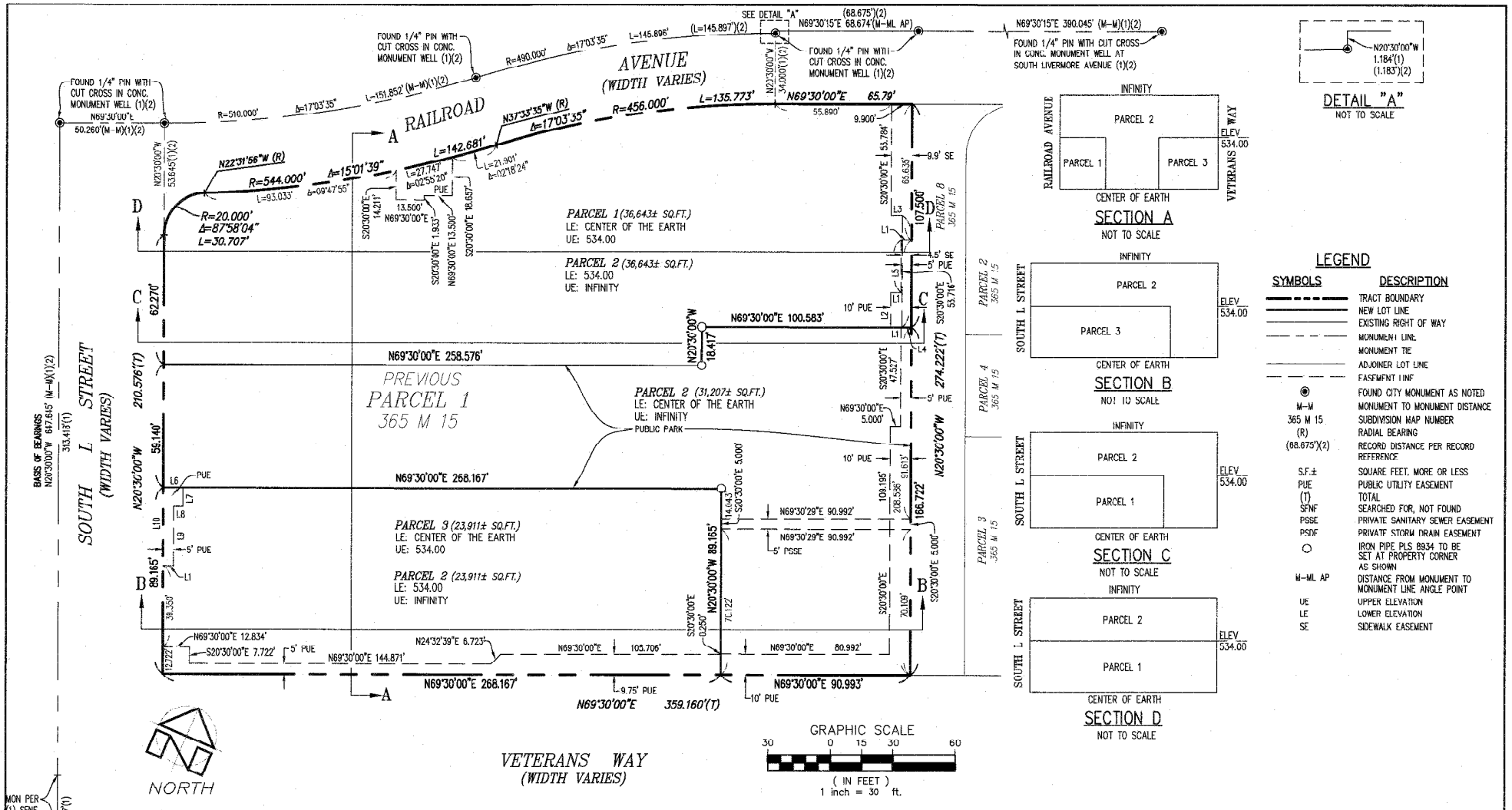
BEING A SUBDIVISION OF PARCEL 1 AND THE RAILROAD AVENUE DEDICATION AS SHOWN ON TRACT MAP 8574, FILED DECEMBER 23, 2020 IN BOOK 365 OF MAPS, PAGES 15-19, RECORDER'S SERIES NO. 2020-361571, ALAMEDA COUNTY RECORDS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

PREPARED BY

LUK AND ASSOCIATES
CIVIL ENGINEER - LAND PLANNERS - LAND SURVEYORS
738 ALFRED NOBEL DRIVE
HERCULES, CALIFORNIA 94547
(510) 724-3388

APRIL 2026



LEGEND

SYMBOLS	DESCRIPTION
	TRACT BOUNDARY
	NEW LOT LINE
	EXISTING RIGHT OF WAY
	MONUMENT LINE
	MONUMENT TIE
	ADJOINER LOT LINE
	EASEMENT LINE
◉	FOUND CITY MONUMENT AS NOTED
M-M	MONUMENT TO MONUMENT DISTANCE
365 M 15	SUBDIVISION MAP NUMBER
(R)	RADIAL BEARING
(68.675')(2)	RECORD DISTANCE PER RECORD REFERENCE
S.F.±	SQUARE FEET, MORE OR LESS
PUE	PUBLIC UTILITY EASEMENT
(T)	TOTAL
SFNF	SEARCHED FOR, NOT FOUND
PSSE	PRIVATE SANITARY SEWER EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
○	IRON PIPE PLS 8934 TO BE SET AT PROPERTY CORNER AS SHOWN
M-ML AP	DISTANCE FROM MONUMENT TO MONUMENT LINE ANGLE POINT
UE	UPPER ELEVATION
LE	LOWER ELEVATION
SE	SIDEWALK EASEMENT

BASIS OF ELEVATION

STEEL PIN IN MONUMENT WELL AT THE SOUTHERLY EDGE OF THE INTERSECTION OF RAILROAD AVENUE AND SOUTH L STREET IN LIVERMORE, ELEVATION = 480.087 FEET (CITY OF LIVERMORE 2K DATUM)

BASIS OF BEARINGS

THE MONUMENT LINE OF SOUTH L STREET BETWEEN FOUND MONUMENTS AT ITS INTERSECTION WITH FIRST STREET AND RAILROAD AVENUE, TAKEN AS NORTH 20°30'00" WEST PER PARCEL MAP 9926 (315 M 41).

REFERENCES

(1) TRACT 8574, FILED 12/23/2020, MAP BOOK 365, PAGES 15 THROUGH 19, ALAMEDA COUNTY RECORDS.

(2) PARCEL MAP 9926, FILED 2/23/2010, MAP BOOK 315, PAGES 41 THROUGH 42, ALAMEDA COUNTY RCORDS.

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.000'	N69°30'00"E
L2	16.694'	S20°30'00"E
L3	5.400'	N69°30'00"E
L4	4.500'	N69°30'00"E
L5	25.170'	S20°30'00"E
L6	9.500'	N69°30'00"E
L7	8.750'	S20°30'00"E
L8	4.500'	N69°30'00"E
L9	28.343'	S20°30'00"E
L10	37.093'	S20°30'00"E

PARCEL MAP 11186

BEING A SUBDIVISION OF PARCEL 1 AND THE RAILROAD AVENUE DEDICATION AS SHOWN ON TRACT MAP 8574, FILED DECEMBER 23, 2020 IN BOOK 365 OF MAPS, PAGES 15-19, RECORDER'S SERIES NO. 2020-361571, ALAMEDA COUNTY RECORDS

CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

PREPARED BY

LUK AND ASSOCIATES
CIVIL ENGINEER - LAND PLANNERS - LAND SURVEYORS
738 ALFRED NOBEL DRIVE
HERCULES, CALIFORNIA 94547
(510) 724-3388

APRIL 2026

SHEET 3 OF 3

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

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is entered into by and between DTLM, L.P., a California limited partnership ("Developer") and the City of Livermore, a municipal corporation ("City").

RECITALS

A. Developer is the owner of real property located within the corporate limits of the City of Livermore and has presented to the City Council of the City of Livermore a proposed subdivision, Vesting Parcel Map No. 11186 ("Vesting Tentative Map" or "Vesting Parcel Map") recorded under Series No. _____, dated _____, Official Records of Alameda County, California (also known as "Subdivision" and/or "Property"). Developer proposes to do and perform certain improvements on said real property as set forth in this Agreement.

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

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

D. A Final Map of the Subdivision, prepared in accordance with the Livermore Development Code Part 10 Subdivisions, has been filed by Developer with the City for approval by the City Council.

E. The City requires, as a condition precedent to the acceptance and approval of the Final Map, the dedication of Veterans Park parcel and public utility easements shown on the Final Map. In addition, the City requires improvement of the streets and public ways by the construction and installation of certain work as described below, and all appurtenances thereto.

F. Developer has asked the City to accept the dedication of the public improvements and street or streets shown on the Final Map and approve the Final Map. Public improvements have not yet been completed according to the requirements of the Vesting Tentative Map and the City. As consideration for the acceptance of the Final Map and offer of dedication, the parties desire to establish an agreement binding Developer to complete improvements prior to occupancy

of the development in accordance with the terms of this Agreement.

AGREEMENT

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

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

2. **Approval of Map.** The City approves the subdivision of Vesting Parcel Map No. 11186, also known as Livermore Village, and agrees to accept the dedication of the related public improvements for future maintenance.

3. **Construction of Subdivision Improvements.** Developer agrees to design, construct, and install, at its own expense, all of the Improvements for the Property as described in the Engineering Considerations at Exhibit "A", attached and incorporated herein by this reference, in strict accordance with all specifications, plans, and applicable City standards, and to the satisfaction of the City Engineer. The work shall be performed, and all materials and labor shall be provided, at Developer's sole cost and expense. Developer has provided detailed improvement plans for all on-site and off-site improvements required by the Engineering Considerations at Exhibit "A". All required Improvements shall be constructed in accordance with the approved improvement plans (dated May 2026, sheets 1-22) and applicable City standard specifications and details in effect on April 1, 2021 ("Vesting Date"), the date the Developer submitted a complete preliminary application, all of which are on file in the office of the City Engineer. Developer's obligation to complete the Improvements is separate and independent of any obligation of the City contained herein, and is not conditioned on the sale of any lots or Improvements within the Property.

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

(a) Per the provisions set forth in Section 4.E of the Conditions of Approval, the Developer shall bear the responsibility of protecting all Soil Vapor Extraction system components, including monitoring wells, extraction wells, horizontal piping, and other structural components that need to be protected in place within the Veterans Park parcel. Developer shall also bear the cost of any damage to the Soil Vapor Extraction system components during construction.

(b) Per the provisions set forth in Sections 10.A and 10.O of the Conditions of Approval: Engineering Considerations, the Developer shall coordinate with City prior to any utility cuts in the frontage streets along Railroad Avenue and L Street. Pavement rehabilitation shall be

per the requirements set forth in the Conditions of Approval.

(c) Per the provisions set forth in Section 7.D of the Conditions of Approval: Engineering Considerations, the Developer is installing Park Facilities improvements in South K Street, consisting solely of retractable bollards. The Developer is therefore entitled to a reimbursement from the Park Fee fund, consistent with DDLA Section 3.4. Per the DDLA Section 3.4, this will be a reimbursement and not a credit against the Park Facilities Fee.

(d) Per the provisions shown on Sheet C-5.1 and Sheet C-5.2 of the Vesting Tentative Map, the Developer is installing Storm Drain Fee (SDF) improvements in Railroad Avenue. The Developer is therefore entitled to a credit against the storm drain fee in the amount of $6,350. This credit runs with the land. Therefore, the building permits for Parcel 1 of the Vesting Tentative Map shall receive partial SDF credits. Credits will be given with the issuance of a building permit for Parcel 1 of the Vesting Tentative Parcel Map.

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

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

7. Developer's Obligation to Warn Public During Construction. Until recordation of the Resolution of Acceptance, Developer shall give good and adequate warning to the public of any unsafe condition of the public improvements and shall take reasonable actions to protect the public from such condition. Until recordation of the Resolution of Acceptance, at the City's request, Developer shall provide forty-eight (48) hours' advance written notice prior to the initial commencement of construction and during construction as may be reasonable and necessary, as determined by the City, to all neighboring property owners and tenants affected by Developer's operations and/or construction of the hours, dates and anticipated duration of any planned construction activities.

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

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

9. Acceptance by City. The City shall accept for maintenance the on-site and off-site public

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

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

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

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

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

14. Payment of Outstanding Fees. Prior to acceptance of the on-site and off-site public improvements for permanent maintenance by the City, Developer shall pay all outstanding fees that are due in accordance with applicable law including City ordinances, the Livermore Municipal Code, the Livermore Development Code, the Government Code, and this Agreement. In the event the fees are not paid within one year of the date of execution of this Agreement, Developer shall pay interest at seven percent (7%) per annum from that date until the fees are paid, whether or not any conditions of this Agreement are extended or modified.

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

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

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

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

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

(a) A faithful performance bond in the amount of 100 percent of the total estimated public and private improvement construction costs as shown on the improvement plans, or $1,782,771 to secure faithful performance of this Agreement by Developer.

(b) A labor and materials bond in the amount of fifty percent of the estimated public and private improvement construction costs as shown on the improvement plans, or $891,385 to secure payment by Developer of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

(c) At the time of signing this Agreement, Developer shall also provide a warranty bond for maintenance in the amount of fifteen percent of the total estimated public and private improvement construction costs as shown on the improvement plans, or $267,415 to secure performance of Section 10, *Continued Maintenance for One Year*, of this Agreement. This bond shall remain in effect for one (1) year after the date of acceptance by the City Council of the improvements required by this Agreement.

Once the bonds have been provided in a form satisfactory to the City Attorney, the City shall release the irrevocable letter of credit provided under Section 18 of this Agreement.

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

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

20. **Default**. The following acts constitute a default by Developer:

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

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

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

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

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

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

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

22. **Indemnification**. To the fullest extent permitted by law, Developer agrees to protect and shall hold harmless, indemnify and defend with counsel acceptable to the City, the City, and its elected and appointed officials, officers, directors, boards and commissions, employees, agents, and designated volunteers (hereinafter collectively "Indemnified Parties") from and against any and all third-party claims, demands, causes of action, liability, loss, damages, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) of any nature or sort, because of, or arising out of the acts or omissions of Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement, including all claims, demands, causes of action, liability, loss, damages, expenses, and costs because of, or arising out of, in whole or in part, the design, construction, and installation of the Improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design, construction, or installation of said Subdivision and the Improvements as provided herein, and in addition, to adjacent property owners as a

consequence of the diversion of waters from the design and construction of public drainage systems, streets, and other public improvements. Acceptance by the City of the improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. This indemnification and agreement to hold harmless shall not extend to such claims, demands, causes of action, liability, or loss arising out of the sole active negligence of the City, its officials, boards, commissions, agents, and employees. The Indemnified Parties shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer and its agents, employees, contractors and subcontractors in the performance of this Agreement.

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

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

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

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

(b) Intent to transfer or a transfer of title to the Property by deed, contract, or operation of law;

(c) The foreclosure of a lien against the Property or a portion of the Property;

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

(e) Any other event that may affect performance of the parties under this Agreement.

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

TO CITY: Joel H. Waxdeck
City Engineer
1052 S. Livermore Ave.
Livermore, CA 94550

TO DEVELOPER:
Timothy Green
General Counsel
22645 Grand Street

Hayward, CA 94541

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

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

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

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

30. Developer Obligations to Pay to Defend Agreement. Consistent with Government Code section 66474.9, the Developer shall defend, indemnify and hold harmless the City against any third party claim or suit challenging any action taken by the City with regard to any procedure or aspect of this Agreement, including the environmental review process for the project, and the Developer shall be responsible for attorneys' fees, expert witness fees, and other costs that may occur in connection with litigation, including any award of court costs or fees against the City. The City will promptly notify Developer of any claim, action, or proceeding and shall cooperate fully in the defense. The City shall have the right to select and require Developer to retain legal counsel to defend the City in any claim or suit covered by this Section 27. The City may participate in the defense of any claim, action, or proceeding, but shall bear its own attorney's fees and costs and defend the action in good faith. This Section 27 is intended to comply with the statutory requirements of Government Code section 66474.9, including but not limited to, the Developer's right to approve settlements and the City's obligation to cooperate in the defense.

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

32. Severability. If any term of this Agreement is held by a court of competent jurisdiction to

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

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

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

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

****

Signatures and Attachment List on the Next Page

DEVELOPER: **Dated:**
DTLM, L.P.,
a California limited partnership

By: DTLM LLC,
a California limited libability company,
its general partner

By: Eden Housing, Inc.,
a California nonprofit public benefits corporation,
its manager

_____ _____
By: Timothy Green
Title: General Counsel

Mailing Address:
22645 Grand Street
Hayward, CA 94541

(ALL SIGNATURES MUST BE NOTARIZED)

CITY OF LIVERMORE, **Dated:**
a municipal corporation

_____ _____
John Marchand
MAYOR

ATTEST: APPROVED AS TO FORM:

_____ _____
Acting City Clerk Kimberly Cilley
City Attorney

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

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On 4/30/2026 before me, James Fleming Jr. , Notary Public
(insert name and title of the officer)

personally appeared Timothy Green,
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.

JAMES FLEMING JR.
Notary Public - California
San Francisco County
Commission # 2524879
My Comm. Expires Jul 20, 2029

Signature _____ (Seal)

EXHIBIT A

CITY OF LIVERMORE
ENGINEERING CONSIDERATIONS

Date: April 2, 2021

LOCATION: **Livermore Village Tract Map 8574, Lot 1**
DEVELOPER: **Eden Housing**
PLANNING REFERRAL #: **DDR20-019, SUB21-003**

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

1. DEFINITIONS:

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

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

2. DOWNTOWN DESIGN REVIEW (DDR) APPROVAL

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

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

3. VESTING TENTATIVE PARCEL MAP

A. Prepare and submit the final parcel map and the other documents required in the City of Livermore "Plan Check and Procedures Manual" including plan review fees to the Engineering Division for final review and approval.

B. The developer shall file a vesting final parcel map on behalf of the City consisting of 3 parcels, one for the public park, and the other two to be sold to Eden Housing per the provisions of the DDLA between the City and Eden Housing.

4. SPECIFIC CONDITIONS:

The Developer shall comply with the following conditions:

A. The fire service and fire sprinklers shall be connected to the potable water system.

B. There is an existing pole on the Railroad Avenue frontage of this site that appears to be an anchor pole for existing overhead wiring along the north side of Railroad Avenue. The developer shall coordinate with PG&E and the City on the removal of this anchor pole. The Developer shall note this work on the approved site plans.

C. The Developer shall remove the two existing streetlight poles along their Railroad Avenue frontage and return them to the City. The Developer shall install new decorative streetlights along their entire Railroad Avenue frontage matching the existing lights along their L Street frontage. The maximum spacing between these lights shall be 160 feet. The developer shall provide streetlight plans as part of their final design building permit plans.

D. The proposed public park area shown on these entitlement plans are shown for reference only. The Park improvements will be entitled, designed, and constructed separately from this project as part of City Project 2021-21.

E. The Regional Water Quality Control Board is providing regulatory oversite for the investigation and remediation of the existing soil, groundwater, and soil vapor contamination on this site. Remediation and mitigation plans as part of City Capital Improvement Project 2021-18 shall be approved by the Board and in place prior to starting construction on this site. The developer shall coordinate with the City and the Board to implement all the required measures as part of the approved plans per the provisions of the DDLA.

F. The Developer shall remove the existing AC paved pathway along the southern frontage of this project and replace it with a new 10 foot wide decorative concrete pathway from L Street to the existing EVAE at the eastern boundary of this project sight. The developer shall remove and replace the existing ADA access ramp connecting to the existing EVAE. The Developer shall replace it with a new access ramp that conforms to the new 10 foot wide concrete pathway and finish grade of the new EVAE paving.

G. The Developer shall add the following statement to their Building Permit Plans and have a CASp Certified Engineer sign and date the statement:

"The design for the pedestrian connections from the public sidewalk to existing walkways within the project site, as shown on these plans, have been reviewed by the undersigned and found to comply 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, and the design exceptions as approved by the City Engineer or their designee. "Name xx, CASp xx"".

H. The developer shall remove existing temporary parking lighting and return to the City.

5. STORM WATER SITE 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".

B. Storm Drainage Requirements

1. There is an existing 12" Storm drain main along Railroad Avenue and a 12" storm drain lateral stubbed to the southwest portion of this project site that discharges into an existing 30" storm drain main along Veterans Way. The Developer shall design their on-site storm drain system to outfall to these locations. All proposed private on-site forced storm drain laterals shall discharge into a catch basin and or manhole then gravity flow into the City's storm drain system

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

For a 10-year design discharge: a hydraulic grade line (HGL) is no higher than 1.25 feet below the top of curb elevation at any manhole or inlet.

For a 100-year design discharge: a HGL does not exceed the top of curb elevation. (This is required for item 3 above.)

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

C. Stormwater Drainage Maintenance Funding

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

D. Stormwater Treatment, Detention and Trash Capture 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 required Stormwater Quality Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements indicated in Section C.3 of the City's NPDES Permit with the Regional Water Quality Control Board. Approval of this plan and calculations by the City is required prior to the approval of the building permit.

2. **This project is greater than one acre; however the new proposed impervious surface area for this project is less than the existing impervious surface conditions. Therefore this project, per C3 guidelines and requirements will not be required to provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines.**

3. Prior to building permit 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 more than one property owner a cleanout will be necessary at the property lines to allow the property owners to maintain their portion of the private stormwater treatment system. If the stormwater treatment device will be maintained by a Business Association then the cleanouts or manholes at each of the property lines may not be needed. The stormdrain treatment devices shall be shown on an exhibit and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement shall be recorded prior to occupancy.

E. 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.

6. REQUIRED ON-SITE SOURCE CONTROL STORMWATER MEASURES:

The Regional Water Quality Control Board adopted Order R2-2015-0049 issuing the Alameda Countywide NPDES municipal storm water permit for the Alameda Countywide Clean Water

Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

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

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

A. Structural Control Measures

1. Illegal Dumping to Storm Drain Inlets and Waterways

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

2. Interior Floor Drains

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

3. Parking Garages (Underground)

   All floor drains shall be connected to a sand/oil interceptor or equivalent water treatment device approved by the City's Water Resources Division prior to discharging to the sanitary sewer system.

4. Pesticide/Fertilizer Application and Irrigation

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

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

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

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

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

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

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

i. Select plants that are well adapted to soil conditions at the site.
ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.
iii. Provide irrigation appropriate to the water requirements of the selected plants.
iv. Select pest and disease resistant plants.
v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.
vi. Use "insectary" plants in the landscaping to attract and keep beneficial insects.

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

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

5. Refuse Areas

a. New or redevelopment projects shall provide a roofed and enclosed area for dumpsters, recycling containers, compactors, and food waste containers. The area shall be designed to prevent water run-on to the area, to prevent runoff from the refuse area and to properly contain litter and trash. Dumpster leakage from covered food/trash compactor enclosures shall drain to the sanitary sewer via connection to an approved oil and grease interceptor device.
b. Runoff from trash enclosures, recycling areas, and/or food compactor enclosures or similar facilities shall not discharge directly to the storm drain system. Trash enclosure areas shall be designed to avoid run-on to the trash enclosure area. In most cases, drains are not permitted within trash enclosure areas. A drain, however, must be provided for compactors. If a drain is required in or beneath dumpsters, compactors, and tallow bin areas, it shall be connected to a grease removal device prior to discharging to the sanitary sewer.

c. The Developer shall construct a new concrete pad with curbing for the proposed trash pickup/staging area along the east side of the north building adjacent to the K Street/EVAE. The concrete pad shall be designed such that no trash or food waste will enter into the City's storm drain system

6. Outdoor Equipment/Materials Storage

a. All outdoor equipment and materials storage areas shall be covered and/or bermed, or shall be designed with Best Management Practices (BMP) that effectively minimize the potential runoff and contact of storm water to pollutants.

b. Storage areas containing non-hazardous liquids shall be covered by a roof and be contained by berms, dikes, liners, vaults or similar spill containment devices.

c. All on-site hazardous materials and wastes, as defined and/or regulated by the California Public Health Code must be used, managed, and stored in compliance with the applicable Livermore Pleasanton Fire Department's requirements and regulations.

7. Fire Sprinkler Test Water

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

8. Miscellaneous Drain or Wash Water

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

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

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

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

9. Architectural Copper Installation

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

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

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

B. OPERATIONAL BMPS

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

1. Paved Sidewalks and Parking Lots

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

prevent entry into the storm drain system. Under no circumstances shall wash water containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Utilities and Common Areas

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

3. On-site Storm Drains

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

4. Architectural Copper Cleaning, Treating or Washing

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

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

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

7. STREETS:

A. The developer shall remove and replace all damaged sidewalk along Railroad Avenue and the L Street frontage and install new tree wells within sidewalk area as necessary to install new street trees per City Standard Detail L-3B or similar alternative detail approved by the City. The developer shall also modify the existing tree wells to match the new tree wells being installed.

B. The existing Wheels bus stop with shelter located along the Railroad Avenue frontage of this project just east of L Street shall remain where located.

C. The Developer shall install new curb, gutter and sidewalk along the eastern boundary of the project sight and shall grade and pave the existing 26 foot wide EVAE (K Street extension) from Railroad Avenue to Veterans Way to allow for emergency vehicles and trash collection vehicles to serve their development. Finish grading shall conform to the back of existing sidewalk behind the existing driveway approach at Railroad Avenue and the existing Veterans Way entry improvements. Drainage of the EVAE shall be the same as it is today.

D. The developer shall remove the existing driveway approach and sidewalk at the entry of the K Street/EVAE along Railroad Avenue and replace with a rolled curb and 10 foot wide sidewalk the full width of the existing driveway approach area. The rolled curb area shall be painted red for a fire lane. "Do Not Enter" signage shall be added at the entry facing Railroad Avenue to deter vehicles other than emergency vehicles from entering the EVAE. Card actuated retractable bollards shall be installed across the EVAE set back enough to allow a trash and or Emergency Vehicle to enter the EVAE and clear Railroad Avenue and on the south side of the existing pedestrian walkway near Veterans Way. Costs associated with the retractable bollards are per the provisions of the DDLA between the City and Eden Housing.

8. MEDIANS AND OTHER LANDSCAPED AREAS

Since the City has a new centralized irrigation system with a computer terminal and modem located at the City's Maintenance Service Center, the Developer shall install a City standard centralized irrigation controller system with communication accessories as approved by the City. The City may exempt this requirement based on the limited size of the landscape area.

See Section 4D above regarding future public park improvements.

9. SPECIAL DISTRICTS

A. Landscaping and Lighting Maintenance and Operation

This Development is within the existing Downtown Landscape Maintenance District and shall continue to be assessed in accordance with the District.

10. STANDARD CONDITIONS:

A. The Developer shall field verify the locations of all existing utility systems (water, sewer, drainage, electric, gas, etc.) that are necessary for this project.

B. The Developer shall extend necessary utilities to this site so that this project can be connected to them.

C. Submit plans of all existing and proposed public improvements, sanitary sewer and water services, and on-site storm drainage, for review and approval prior to building permit issuance.
D. Construct underground utility services (electric, phone, etc.) to the site. These services are typically from the utility mains that are located along a site's street frontage(s). The Developer shall note this work on the approved site plans.

E. Construct functional systems for on-site and off-site storm drainage, sanitary sewerage, and water.

I. Intercept and dispose of existing drainage upgrade from the site by an approved storm drainage system to avoid off-site ponding or the concentration of the natural run-off along the periphery of the site. Complete sufficient off-site investigation to insure that the plans clearly delineate existing conditions.

J. Install a cleanout behind the public sidewalk to provide for cleaning the laterals from the cleanout to the sewer main.

K. Install fire hydrants per Fire Marshal's recommendation.

J. A separate water meter(s) shall be provided for the irrigation of the landscaping.

K. Contact the California Water Service Company (the provider of water to this part of the City) at (925) 447-4900 regarding water service requirements, requests, or questions. Water service installations and removals shall be coordinated with both the California Water Service Company and the City's public works inspector. All water system designs, including water service laterals, shall be approved by Cal Water prior to building permit approval.

L. 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. The fire service(s) shall be located so that the fire service backflow preventer(s) can be screened without blocking sight distance at driveways and intersections.

M. Provide adequate sight distance at all driveways and intersections. Monument signs and landscaping at driveways shall be located so that they don't restrict the sight distance of exiting drivers. Landscaping and mounding in the sight distance area along the street shall be kept to a maximum height of 2.5 feet above the top of street curb. Tree branches in the area shall be trimmed to be a minimum of 8 feet above the top of the street curb.

N. All new driveways shall be installed per City Standard Detail ST-8

O. Utility cuts in the frontage street along this project will require a ***micro seal across the entire street frontage of Railroad Avenue and base repairs as needed followed by a micro seal across the entire street frontage of L Street*** *to water seal the street surface, to restore the ride quality of the street surface, and to restore the appearance of the street surface.*

P. Modify signing and striping as necessary.

Q. **Install a "Right Turn Only" standard sign on the site facing traffic exiting from the Railroad Avenue underground garage driveway.**

R. **Add a one-way sign in the median island opposite the Railroad Avenue underground garage driveway.**

S. **Install streetlights along Railroad Avenue. See Specific Condition Section 3C. Include a street light conduit plan in the plan set for proposed public improvements.**

T. Install a mailbox for each unit at a location and of a design approved by the Livermore Post Office and the City. The Developer shall submit a mailbox plan (locations and sizes) that has been approved by the Livermore Post Office with the first submittal of the improvement plans. The first submittal of the improvement plans shall show the mailboxes in the Livermore Post Office approved locations.

U. Show all necessary erosion control measures on the improvement plans. In addition, the following notes shall be included on the improvement plans:

1. Construction Operations - Dust shall be controlled. Wastewater generated during construction shall not be discharged to the storm drain system. This includes waste from painting, sawcutting, concrete work, etc. The contractor shall make arrangements to eliminate discharges to the storm drain system and, if necessary, provide an area for on-site washing activities during construction. Materials that could contaminate storm runoff shall be stored in areas that are designed to prevent exposure to rainfall and to not allow storm water to run onto the area.

2. Pavement Cleaning - Flushing of streets/parking lots to remove dirt and construction debris is prohibited unless proper sediment controls are used. Preferably, areas requiring cleaning should be swept.

V. Prepare all public improvement plans in conformance with the latest edition of the following City of Livermore documents:

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

W. Submit for approval a cost estimate for the public improvements.

X. Submit a certificate of insurance in the form and with the coverages required by the City.

Y. Obtain an Encroachment Permit from the City's Permit Center at (925) 960-4440, prior to starting any public improvements. Construct all public improvements per City standard details and specifications.

Z. Replace any broken or displaced curbs, gutters, sidewalks and driveways. The Engineering Division at (925) 960-4500 will mark the location of these defective facilities upon request by the Developer.

AA. Complete all public improvements prior to occupancy, except that the Developer may formally request to defer items that are not related to public safety. Any request to receive occupancy prior to the completion of all public improvements shall be submitted in writing to the City Engineer and shall include the reasons that justify the request, and the number of weeks after occupancy that are needed to complete the improvements. If the request is approved by the City Engineer, the Developer may submit a cash bond in the amount of 200% of the cost of the deferred improvements with a letter that states that if the Developer has not completed the improvements by the date established by the City Engineer, the Developer will forfeit the entire cash bond to the City. The Developer's letter shall also state that the Developer understands that the City will use the forfeited funds to complete the improvements, and that the Developer also understands that the City will retain any unspent portion of the funds for administrative expenses.

BB. Submit descriptions, plats and deed documents for all necessary right-of-way and easement dedications for review and approval. The City will only accept right-of-way and easement dedications after the improvements required over said dedications have been completed by the Developer and approved by the City. The Developer shall not receive approval for occupancy until required dedications have been accepted.

11. DEVELOPMENT FEES:

A. Pay current development fee rates as adopted by the City Council. (They may be adjusted from time to time to reflect the cost of providing a facility.) The fees shall be those that are in effect on the date the City receives a complete application for a building permit. The City's "Development Fees" information sheet has the following fees that apply to this project:

City Storm Drainage (none required if Pre-project impervious surface is greater that post project impervious surface)
County Storm Drainage (none required if Pre-project impervious surface is greater that post project impervious surface)
Sanitary Sewer Connection
Encroachment Permit
Inspection for Public Improvements
Building Permit

Park Facilities Fee
City Water Connection (N/A in California Water Service Company Area)
Alameda County Water Connection, Zone 7
Tax on Construction **(Exempt based upon Housing Agreement)**
In-Lieu Low Income Housing Fee **(Exempt based upon Housing Agreement)**
Traffic Impact Fee
Improvement Plan Check Fee
Tri-Valley Transportation **(Exempt per Ordinance)**
Art in Public Places
General Plan Cost Recovery
Social and Human Services **(Exempt based upon Housing Agreement)**
School Impact Fees (contact the Livermore School District at (925) 606-3200.)

B. **There are existing fee credits for this site based upon the previous existing retail development. Credits will be proportionally split between all of the proposed projects indicated on the approved downtown plan based upon the size of their sites.**

12. INFORMATION FOR THE DEVELOPER:

There are City Municipal Code requirements regarding the quality of water that is discharged to the sanitary sewer and the storm drainage systems. The Developer should contact the City's Water Resources Division at (925) 960-8100.

BGV:JW:PGL:MAP

S:\Section Folders\Development Section\Planning

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Developer shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $10,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. There shall be no exclusion for explosion, collapse, and underground (XCU) coverage.
2. Automobile Liability:
   $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Developer is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Coverage shall remain in effect until issuance of a certificate of occupancy or final acceptance by the City.
5. Contractors' Pollution Legal Liability with limits no less than **$1,000,000** per occurrence or claim, and **$2,000,000** policy aggregate.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Developer; or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Developer's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550.

Completed Operations

Developer shall maintain insurance as required by this contract for a minimum of five years following the completion of this project. In the event the Developer fails to obtain or maintain completed operations coverage as required by this agreement, the City of Livermore at its sole discretion may purchase the coverage required and the cost will be paid by the Developer. Completed Operations endorsement or coverage shall be at least as broad as Insurance Services Office CG 20 37. Developer shall require and verify that all subcontractors or other parties hired for this Agreement purchase and maintain coverage for indemnity and insurance requirements at least as broad of specified in this Agreement to the extent they apply to the scope of the subcontractor's

work with the same Certificate of Insurance requirements and naming as additional insureds all parties to this agreement. Developer shall include the following language in their agreements with Subcontractors: "Subcontractor agrees to be bound to Developer and City in the same manner and to the same extent as Developer is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extend they apply to the scope of the Sub-subcontractor's work. A copy of the City Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request." Developer shall provide proof of such compliance and verification to the City upon request.

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with East Bay Municipal Consulting to provide on-call plan check and development review services with a not-to-exceed amount of $800,000 and a term ending December 31, 2031.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with East Bay Municipal Consulting to provide on-call plan check and development review services, with a not-to-exceed amount of $800,000 and a term ending December 31, 2031.

DECISION TYPE

Administrative

SUMMARY

The proposed agreement with East Bay Municipal Consulting will provide on-call engineering plan review services, technical assistance, and coordination assistance with developers and agencies for development projects. Professional services, under this agreement, include review of development plan and map submittals, subdivision map review, legal description review, and assorted general engineering review and project management services. The contract has a not-to-exceed amount of $800,000 with services through the end of 2031.

DISCUSSION

The Engineering Division requires multiple engineering consultants to provide plan checking, review development projects, final map review, legal description review, and assorted general engineering plan review services in connection with a variety of development and capital improvement projects. The workload related to development review fluctuates and the support of consultants allows the Engineering Division to provide quality reviews and timely customer service for the public, developers, and City of Livermore (City) staff.

In 2024, staff sent out a Request for Qualifications/Proposals and received Statements of Qualifications

from 11 firms. The Statements of Qualifications were reviewed by a three-person selection committee, and the top five firms were selected for interviews. The consultants were rated individually by each committee member based on overall experience, local experience, quality of personnel, ability to respond to the City's needs on a timely basis, and responses to technical questions provided during the interviews. Based on evaluation of the written proposals and interview results, East Bay Municipal Consulting was short listed as a qualified firm.

This past fiscal year, development activity has continued to increase as economic activity in the region grows. East Bay Municipal Consulting has worked satisfactorily with staff to process development projects in the past and has provided much needed assistance on development projects and capital improvement projects. The current agreement with East Bay Municipal Consulting is nearing completion. In order to continue to utilize the services provided by East Bay Municipal Consulting, a new agreement is proposed to allow for on-call plan check and development engineering review services through 2031 with a maximum expenditure allowance of $800,000. This agreement authorizes the City Engineer to approve work tasks related to the contract within the overall budget amount.

Staff recommends entering into professional service agreement with East Bay Municipal Consulting to provide on-call plan check and development engineering review services.

FISCAL AND ADMINISTRATIVE IMPACTS

The estimated total amount of work for East Bay Municipal Consulting is expected to be approximately $160,000 per year for each of the next five years. Funding for services rendered under this agreement is included in the Engineering operating budget for consultant services. Plan check fees received from developers cover these operating budget costs.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

1. Resolution
2. Exhibit A - East Bay Municipal Consulting Agreement

Prepared by: Debbie Salgado
Senior Civil Engineer

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 AN AGREEMENT WITH EAST BAY MUNICIPAL CONSULTING FOR ON-CALL PLAN CHECK AND DEVELOPMENT REVIEW SERVICES WITH A NOT-TO-EXCEED AMOUNT OF $800,000 AND A TERM ENDING DECEMBER 31, 2031

The Engineering Division requires multiple engineering consultants to provide plan checking and review of development projects, final map review, legal description review, and assorted general engineering plan review services in connection with a variety of development projects. The consultant will assist in performing timely development review during workload surges.

Staff sent out a Request for Qualifications/Proposals and received Statements of Qualifications from several firms. Based on the evaluation of the written proposals and interview results, East Bay Municipal Consulting was selected by the selection committee for on-call plan check and development engineering review services.

The proposed agreement with East Bay Municipal Consulting would commence April 27, 2026, and terminate December 31, 2031.

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

1. Authorizes the City Manager, or her designee, to execute a professional services agreement with East Bay Municipal Consulting, attached hereto as Exhibit A, for on-call plan check and development review services, in an amount not-to-exceed $800,000 and a term ending December 31, 2031.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – East Bay Municipal Consulting Agreement

Docusign Envelope ID: AB5B6544-1B25-8872-80A2-DA4E1405F836

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20 , by and between the City of Livermore ("City"), a municipal corporation, and East Bay Municipal Consulting ("Consultant"), a(n) California Sole Proprietorship.

RECITALS

City requires professional services to provide on-call engineering map and plan review, including planning entitlements, public improvements, and related calculations for various development assignments and miscellaneous City capital improvement projects.

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

AGREEMENT

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

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

2. Relationship of Parties – Independent Contractors.

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

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

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

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

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

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

(a) Coordinate the Services with Jarrett Rasmussen ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

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

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

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

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

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until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

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

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

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

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

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

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

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

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

(p) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but

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not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

5. Term. The term of this Agreement commences on 04/27/2026, and terminates upon the completion of the Services or 12/31/2031, whichever occurs first.

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

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $800,000.00 ("not-to-exceed amount").

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

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

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

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

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

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

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

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to City, City 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 Consultant's performance of the Services, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of the Indemnified Parties. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by City.

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

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

12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this

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Agreement policies of insurance in the amounts and under the terms set forth in Exhibit C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

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

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

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

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

18. Levine Act Compliance. California Government Code section 84308 (Levine Act) prohibits City officers from participating in any action related to a contract, license, permit, or entitlement if the officer receives political contributions from a party, or participant, or agent thereof, that totals more than $500 within the twelve months

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preceding the decision or within the twelve months following the date of the final decision. Consultant shall review and complete as necessary the City's California Levine Act Disclosure Statement that can be obtained from the City Clerk.

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

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

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

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

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

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

24. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right

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or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, Consultant must present a written claim to City in accordance with Livermore Municipal Code Chapter 3.40 *Claims Administration*.

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

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

27. Construction of Language.

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

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

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

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

Docusign Envelope ID: AB5B6544-1B25-8872-80A2-DA4E1405F836

TO CITY:	Attention: Jarrett Rasmussen City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 jsrasmussen@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Bashir Anastas East Bay Municipal Consulting 484 Lake Park Avenue #644 Oakland, CA, 94610 United States
Email:	banastas@livermoreca.gov

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

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

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

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

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

Docusign Envelope ID: AB5B6544-1B25-8872-80A2-DA4E1405F836

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

****

Signatures and Exhibit List on the Next Page

Docusign Envelope ID: AB5B6544-1B25-8872-80A2-DA4E1405F836

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

CONSULTANT: **Dated:**

Signed by:
Bashir Anastas
9CED0C4B9320429...

4/3/2026 | 2:35 PM PDT

Bashir Anastas
Principal

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F63713704E2...

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: AB5B6544-1B25-8872-80A2-DA4E1405F836

EXHIBIT A
Scope of Work

Scope of Work Description

East Bay Municipal Consulting shall provide municipal engineering consulting services to support development review, map processing, improvement plan review, building permit review, CIP project management, and related engineering services. Services shall be performed under the direction and priority assignment of the City Project Manager.

Contractor/Vendor Responsibilities

East Bay Municipal Consulting, through Bashir Anastas, Principal, shall provide the following services:

1. **Development Review – Map Services**
    - Prepare draft conditions of approval as requested.
    - Review subdivision maps for technical accuracy and compliance with the City's Subdivision Ordinance, the California Subdivision Map Act, and project Conditions of Approval.
    - Prepare correspondence, agreements, reports, and staff reports necessary to complete the map review process.
    - Review and process Lot Line Adjustments and Lot Mergers.
    - Review and process dedications and vacations of City right-of-way and easements.

2. **Improvement Plan Review**
    - Establish performance, labor, and material bond amounts and applicable development fees.
    - Review on-site and off-site improvement plans for conformance with City standards, development code, and Conditions of Approval.
    - Evaluate required reports, studies, improvement plans, design professional recommendations, and cost estimates.
    - Attend meetings as requested by the City.

3. **Building Permit Review**
    - Review site plans for conformance with approved Conditions of Approval.
    - Review utility connections for compliance with City standards.
    - Review grease interceptor and trash enclosure requirements where applicable.
    - Calculate applicable impact fees.

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4. **CIP Project Management Services**
    - Provide overall project management for assigned Capital Improvement Program (CIP) projects from initiation through closeout.
    - Develop and maintain project schedules, budgets, and cost tracking reports.
    - Coordinate with internal departments, utilities, regulatory agencies, and external stakeholders.
    - Oversee preparation, review, and processing of plans, specifications, and engineer's estimates (PS&E).
    - Support procurement activities, including preparation of bid documents and responses to bidder inquiries.
    - Administer construction contracts, including review of submittals, RFIs, change orders, pay applications, and claims.
    - Conduct or coordinate construction meetings and site visits, as required.
    - Monitor construction progress for compliance with plans, specifications, budget, and schedule.
    - Prepare status reports and provide regular updates to the City Project Manager.
    - Assist with project closeout, including punch list coordination, final documentation, and record drawings.

    CIP project management services are administrative and advisory in nature and do not include responsibility for construction means, methods, sequencing, or safety.

5. **Other Services**
    - Provide assistance with additional municipal engineering services as assigned by the City Project Manager.

All services shall be subject to final review and approval by City staff.

City Project Manager Responsibilities

1. Assign priorities and authorize tasks.
2. Provide access to relevant project files, standards, ordinances, and reference materials.
3. Coordinate internal City department review as necessary.
4. Review submitted work products and provide direction and approvals.
5. Manage invoices and process payments in accordance with contract terms.

Deliverables

Deliverables shall be provided as mutually agreed upon by the parties and as applicable to the specific tasks authorized by the City Project Manager. Such deliverables may include, but are not limited to, written review comments, draft and final conditions of approval, correspondence, reports, agreements, calculations, technical memoranda,

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status updates, and other documentation reasonably necessary to support the assigned services.

Frequency, format, and level of detail for deliverables shall be determined based on project needs and direction from the City Project Manager.

Schedule & Timeline

Services will be provided on an as-needed basis according to priorities set by the City Project Manager.

This agreement is anticipated to operate on a time-and-materials basis. Any estimated level of effort or total hours, if applicable, will be determined through authorizations issued by the City.

Docusign Envelope ID: AB5B6544-1B25-8872-80A2-DA4E1405F836

EXHIBIT B
FEE SCHEDULE

The Contractor shall be compensated for the services identified in Exhibits A to this Agreement as follows:

1. **Maximum Not to Exceed amount.**

A. The maximum the Contractor shall be paid on this Agreement is $800,000.00 hereafter the Not to Exceed amount. The Not to Exceed amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work not identified in Exhibit A.

B. Standard Reimbursable Items: Only the reimbursable items identified shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in section 1.A of this Exhibit and a copy of the original invoice for the items listed in sections 1, 2 or 3 below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documentssubmitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. Additionally, items such as a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary, and actually incurred, by the Contractor in connection with the services:

   1. Expenses, fees or charges for printing, reproduction, or binding of documents at actual costs with no markup added to the actual cost.

   2. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.

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

C. The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the Not to Exceed amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment, and Contractor shall have no obligation to perform Services

Docusign Envelope ID: AB5B6544-1B25-8872-80A2-DA4E1405F836

beyond the Not-to-Exceed amount unless such Amendment is fully executed by both parties.

D. If work is completed before the Not to Exceed amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

2. **Pricing**

Total Contract Amount $800,000

3. **Terms of Payments**

Invoices shall be submitted monthly and are due within thirty (30) days of receipt.

4. **Hourly Rates**

The Not-to-Exceed amount of this contract shall be $800,000 to be billed by the contractor on an as-needed basis, based on the hourly rates in the following table:

Position Description	Hourly Rate
Principal in Charge	$220
If/when related services are requested by City:	
Surveyor	$240
Associate Engineer	$190

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

City of Livermore
Engineering Division
Attention: Jarrett Rasmussen, Associate Civil Engineer
1052 South Livermore Avenue
Livermore, CA 94550

Docusign Envelope ID: AB5B6544-1B25-8872-80A2-DA4E1405F836

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:
   $1,000,000 per occurrence/**$2,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Professional Liability/Errors and Omissions:
   $1,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated

Docusign Envelope ID: AB5B6544-1B25-8872-80A2-DA4E1405F836

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

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

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

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing an appropriation of the Habitat Conservation Plan grant, State Grants Fund 240, in the amount of $700,000 for development of the Livermore Habitat Conservation Plan and environmental document.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution authorizing an appropriation of the Habitat Conservation Plan grant, State Grants Fund 240, in the amount of $700,000, for development of the administrative draft of the Livermore Habitat Conservation Plan (HCP) and environmental document.

DECISION TYPE

Administrative

SUMMARY

The Livermore Habitat Conservation Plan (HCP) is currently being developed to provide a coordinated framework for compliance with the Endangered Species Act, which will allow certain projects and activities to proceed while minimizing and mitigating impacts to species and habitat.

The City of Livermore (City) received a $700,000 grant from the California Department of Fish and Wildlife (CDFW) to prepare the public draft HCP and associated environmental documents. The City initially budgeted $350,000 across Fiscal Years 2023-24, 2024-25, and 2025-26. The grant was received but never taken to City Council to appropriate the $700,000. To complete project deliverables outlined in the grant agreement and close out the grant, the City must authorize an appropriation of the Habitat Conservation Plan grant, State Grants Fund 240, in the amount of $700,000, for development of the Livermore Habitat Conservation Plan and environmental document.

DISCUSSION

A habitat conservation plan is a federal permitting document that defines a comprehensive approach to endangered species permitting. The City of Livermore's, Habitat Conservation Plan (HCP) will provide multiple benefits to the City, including comprehensive habitat conservation planning, streamlined

permitting for maintenance and capital improvement projects, and potential reduced cost for federal endangered species regulatory compliance and mitigations.

The Conservation Planning Assistance (CPA) program is a federal grant initiative managed by the U.S. Fish and Wildlife Service (USFWS) under the Cooperative Endangered Species Conservation Fund (CESCF) that provides federal financial support for the development of HCP's. The grant is awarded to the CDFW, who then administers those funds to applicants.

On January 10, 2022, City Council adopted a resolution authorizing staff to submit a grant application for the CPA program. On February 13, 2023, City Council adopted a resolution accepting $700,000 of grant funds and authorizing execution of a grant agreement with CDFW to prepare the HCP. On September 25, 2023, City Council adopted a resolution authorizing a first amendment to the professional services agreement with ICF Jones and Stokes Inc., for preparation of the public draft HCP and associated environmental documents.

The development of the HCP coincided with the City's General Plan update and Environmental Impact Report. When the schedule for the General Plan update shifted, staff amended the HCP grant scope to better align with the General Plan update and ensure the remaining work could be completed within the grant's timeline. To fully utilize the current grant, the City must authorize the appropriation of the Habitat Conservation Plan grant, State Grants Fund 240, in the amount of $700,000 to complete the amended grant scope and close out the project.

Staff also applied for a new grant to fund the remaining tasks and additional work required to adopt the final HCP and its environmental document. The new grant is expected to be awarded in October 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

Staff originally budgeted $350,000 in the engineering operating budget for Fiscal Years 2023-24, 2024-25 and 2025-26 for preparation of the HCP. An appropriation of the Habitat Conservation Plan grant, State Grants Fund 240, in the amount of $700,000, the total grant amount, is required to complete remaining tasks that are scoped in the amended HCP agreement and close out the project.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

3: Help the City fulfill its obligations under state and federal environmental regulations, and in response to regulatory oversight

ATTACHMENTS

1. Resolution

Prepared by: Pam Lung
Special Projects Coordinator

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 AN APPROPRIATION OF THE HABITAT CONSERVATION PLAN GRANT, STATE GRANTS FUND 240, IN THE AMOUNT OF $700,000 FOR DEVELOPMENT OF THE LIVERMORE HABITAT CONSERVATION PLAN AND ENVIRONMENTAL DOCUMENT

The City of Livermore is currently developing its Habitat Conservation Plan (HCP) to provide a coordinated framework for compliance with the Endangered Species Act, which will allow certain projects and activities to proceed while minimizing and mitigating impacts to species and habitat.

City Council adopted a Resolution on January 10, 2022, authorizing staff to submit a grant application to U.S. Fish and Wildlife Service for the Conservation Planning Assistance program under the Cooperative Endangered Species Conservation Fund.

City Council adopted a resolution on February 13, 2023 accepting $700,000 of grant funds and authorizing execution of a grant agreement with the California State Fish and Wildlife Service to prepare the Livermore HCP. Work on the Habitat Conservation Plan was scoped to rely on the General Plan and General Plan EIR already underway.

City Council adopted a resolution on September 25, 2023, authorizing a first amendment to the professional services agreement with ICF Jones and Stokes Inc. for preparation of the public draft HCP and associated environmental documents.

Staff originally budgeted $350,000 in the engineering operating budget for Fiscal Years 2023-24, 2024-25 and 2025-26 for preparation of the habitat conservation plan. The grant was received but never taken to City Council to appropriate the $700,000. To complete project deliverables outlined in the grant agreement and close out the grant, the City must authorize an appropriation of the Habitat Conservation Plan grant, State Grants Fund 240, in the amount of $700,000 for development of the Livermore Habitat Conservation Plan and environmental document.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes an appropriation of the Habitat Conservation Plan grant, State Grants Fund 240, in the amount of $700,000 for development of the Livermore Habitat Conservation Plan and environmental document.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

LIVERMORE
CALIFORNIA

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

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $2,159,316 and a term ending December 31, 2028, to provide construction management and inspection services for a variety of Water Resources Capital Improvement Plan (CIP) projects.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an agreement with Carollo Engineers, Inc., in an amount not-to-exceed $2,159,316 and a term ending December 31, 2028, to provide construction management and inspection services for CIP projects WW202129 WRP SCADA Server & Network Upgrade, WW202322 WRP Occupied Building Repairs - Administration, WW202527 WRP Recycled Water Fill Station, and WW202624 WRP Waste Oil Tank Removal.

DECISION TYPE

Administrative

SUMMARY

Multiple concurrent Capital Improvement Projects are scheduled to be in construction at the City of Livermore (City) Water Reclamation Plant (WRP) between Spring 2026 and Spring 2028, including WW202129 WRP SCADA Server & Network Upgrade, WW202322 WRP Occupied Building Repairs - Administration, WW202527 WRP Recycled Water Fill Station, and WW202624 WRP Waste Oil Tank Removal.

Due to the concurrent schedules and location within WRP, staff anticipates unified construction management and inspection will enhance the effectiveness of coordination and project execution. As part of a recent Request for Qualifications, Carollo Engineers, Inc., (Carollo) was identified as the most qualified consultant to provide services for these projects involving complex network, electrical, mechanical, plumbing, ADA accessibility, and safety elements.

DISCUSSION

Multiple concurrent projects are scheduled to be in construction at the City WRP between Spring 2026 and Spring 2028, as detailed in the table below.

Project	Description	Construction Period
WW202129 WRP SCADA Server & Network Upgrade	Project includes replacing the existing fiber optic cabling, installing new communication cabinets, and upgrading network equipment throughout the WRP	Spring 2026 to Spring 2027
WW202322 WRP Occupied Building Repairs - Administration	Project includes Administration Building HVAC and roofing repairs, installing a centralized energy management system, building remodeling, data and communication improvements, and accessibility improvements	Summer 2026 to Spring 2028
WW202527 WRP Recycled Water Fill Station	Project includes installing two automated fill stations at the WRP that will provide a permanent year-round recycled water source to residents for irrigation and other non-potable uses	Fall 2026
WW202624 WRP Waste Oil Tank Removal	Project includes removal of a 550-gallon underground storage tank, monitoring system, and associated equipment; transportation and disposal of removed materials; testing and reporting to comply with regulatory requirements; and restoration of the work area	Summer 2026

Staff issued a Request for Qualifications (RFQ) for Engineering Services for Utility Projects in May 2024. Seven firms responded, and Carollo Engineers, Inc., (Carollo) ranked top for projects with a wastewater emphasis. Carollo was included on a shortlist of pre-qualified firms as part of City Council Resolution Number 2024-169. The shortlist of pre-qualified firms is current through 2027.

Based on Carollo’s excellent performance in managing the construction of two consecutive Capital Improvement Projects within the WRP (i.e., WW201931 Primary and Secondary Treatment Improvements – Phase 1 and WW202128 UV Treatment System Replacement) and their cultivation of good working relationships with the contractors, staff issued a Request for Proposals (RFP) for professional services to Carollo for construction management and inspection services for the projects identified in the table above. Staff reviewed the response and found it meets the needs of the projects and recommends proceeding with a Professional Services Agreement (PSA). The scope of work in this PSA includes the coordination of complex construction activities, including network, electrical, mechanical, plumbing, ADA accessibility, and safety elements with the City's contractors, design consultants, and WRP staff. Due to the concurrent schedules and location within the WRP, staff anticipates unified construction management by Carollo will enhance the effectiveness of coordination and project execution.

The total not-to-exceed amount for the agreement is $2,159,316. This contract amount is included in the budgets for these projects within the current CIP program. This not-to-exceed amount represents approximately 26% of the estimated total construction cost for these four projects, which is typical for wastewater treatment projects, which involve complex construction elements, and require extensive oversite to maintain quality in construction and uninterrupted plant operations.

FISCAL AND ADMINISTRATIVE IMPACTS

The total not-to-exceed amount for the agreement, $2,159,316, is included in the budgets for the following projects in the current 2025-30 Capital Improvement Plan: WW202129 WRP SCADA Server & Network Upgrade, WW202322 WRP Occupied Building Repairs - Administration, WW202527 WRP Recycled Water Fill Station, and WW202624 WRP Waste Oil Tank Removal. No additional appropriations are required.

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. Exhibit A - Carollo Engineers, Inc. Agreement

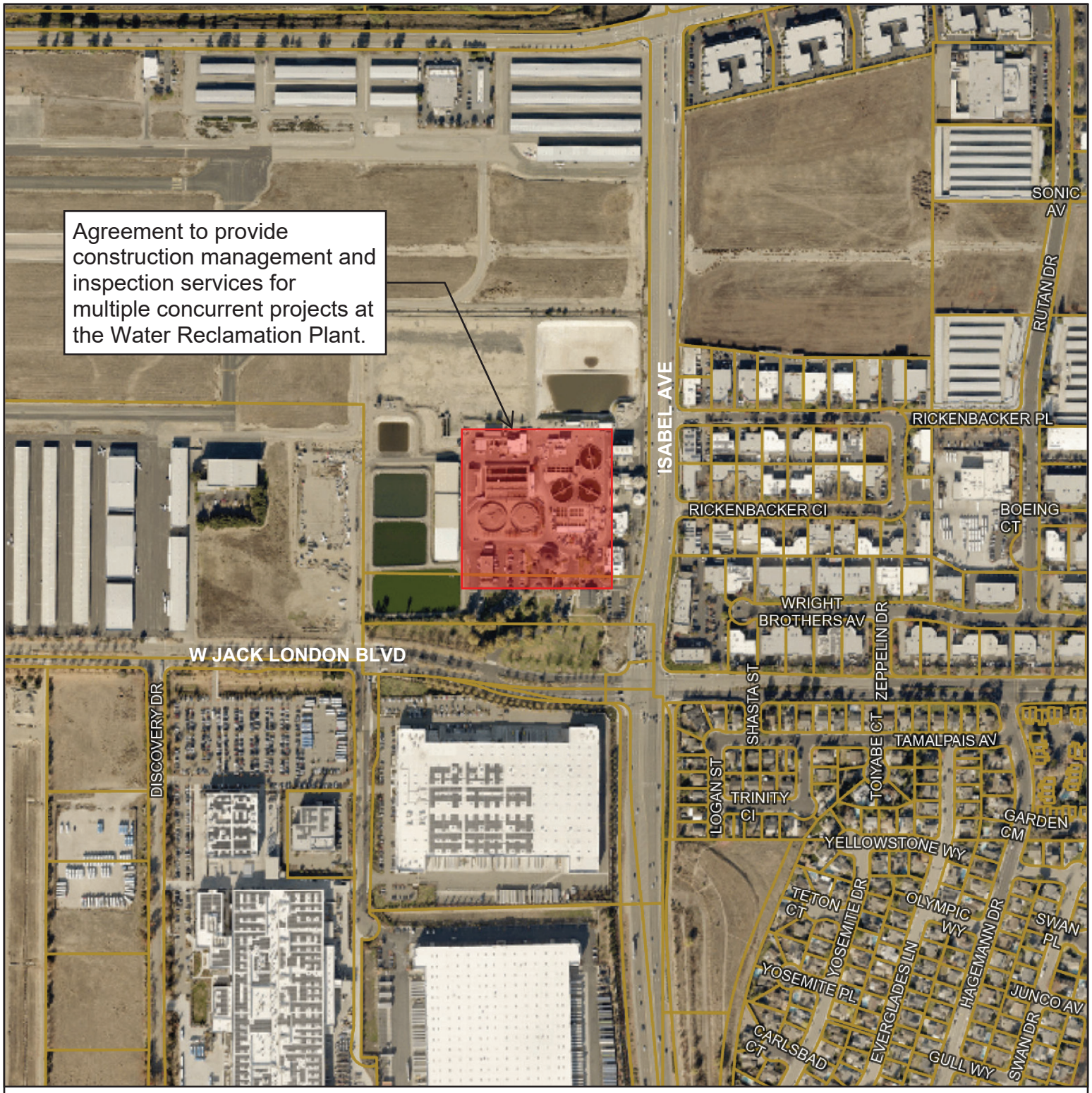
Prepared by: Li-Teck Lau
Assistant Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director



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LEGEND

ALL LOCATIONS ARE APPROXIMATE

- Street Name Labels (White Font)
- Parcels
- Livermore City Limits
- Alameda County

CITY OF LIVERMORE CALIFORNIA

Livermore Web Map

Date: 3/31/2026

Path: /Web Map

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH CAROLLO ENGINEERS, INC., IN AN AMOUNT NOT-TO-EXCEED $2,159,316 AND A TERM ENDING DECEMBER 31, 2028, TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR A VARIETY OF WATER RESOURCES CIP PROJECTS

Multiple concurrent projects are scheduled to be in construction at the City of Livermore (City) Water Reclamation Plant (WRP) between Spring 2026 and Spring 2028, including WW202129 WRP SCADA Server & Network Upgrade, WW202322 WRP Occupied Building Repairs - Administration, WW202527 WRP Recycled Water Fill Station, and WW202624 WRP Waste Oil Tank Removal.

Due to the concurrent schedules and location within WRP, staff anticipates unified construction management and inspection will enhance the effectiveness of coordination and project execution. Carollo Engineers, Inc. (Carollo) was identified as the most qualified consultant to provide services for these projects involving complex network, electrical, mechanical, plumbing, ADA accessibility, and safety elements.

This agreement with Carollo, in an amount not-to-exceed $2,159,316, provides construction management and inspection services for these four projects, which involve complex construction elements, and require extensive oversite to maintain quality in construction and uninterrupted plant operations.

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

1. Authorizes the City Manager to execute a professional services agreement with Carollo Engineers, Inc., attached hereto as Exhibit A, in an amount not-to-exceed $2,159,316 and a term ending December 31, 2028, to provide construction management and inspection services for CIP projects WW202129 WRP SCADA Server & Network Upgrade, WW202322 WRP Occupied Building Repairs - Administration, WW202527 WRP Recycled Water Fill Station, and WW202624 WRP Waste Oil Tank Removal.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Carollo Engineers, Inc. Agreement

Docusign Envelope ID: 29C62083-7C7B-82E7-81A1-E193561B58FC

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

City requires professional construction management and inspection services for WW202129 SCADA Server & Network Upgrade, WW202322 WRP Occupied Building Repairs - Administration, WW202527 Recycled Water Fill Station, and WW202624 Waste Oil Tank Removal.

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

AGREEMENT

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

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

2. Relationship of Parties – Independent Contractors.

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

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

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

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

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

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

(a) Coordinate the Services with Rick Teczon ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

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

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

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

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(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

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

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

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

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

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

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

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

Docusign Envelope ID: 29C62083-7C7B-82E7-81A1-E193561B58FC

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

(p) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

5. Term. The term of this Agreement commences on 05/18/2026, and terminates upon the completion of the Services or 12/31/2028, whichever occurs first.

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

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $2,159,316.00 ("not-to-exceed amount").

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

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

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

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

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

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

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

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to City, City 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 Consultant's performance of the Services, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of the Indemnified Parties. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by City.

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

Docusign Envelope ID: 29C62083-7C7B-82E7-81A1-E193561B58FC

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

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

13. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

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

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

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

Docusign Envelope ID: 29C62083-7C7B-82E7-81A1-E193561B58FC

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

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

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

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

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

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

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

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

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

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

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

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27. Construction of Language.

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

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

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

Docusign Envelope ID: 29C62083-7C7B-82E7-81A1-E193561B58FC

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

TO CITY:	Attention: Rick Teczon City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 rteczon@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Kyle Leonard Carollo Engineers, Inc 2795 Mitchell Drive Walnut Creek, CA, 94598 United States
Email:	ktleonard@carollo.com

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

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

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

Docusign Envelope ID: 29C62083-7C7B-82E7-81A1-E193561B58FC

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

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

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

****

Signatures and Exhibit List on the Next Page

Docusign Envelope ID: 29C62083-7C7B-82E7-81A1-E193561B58FC

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

CONSULTANT: **Dated:**

DocuSigned by:
Katy Solem
30A9DBCFB4A7433...

4/13/2026 | 5:22 PM PDT

Katy Solem
Client Services Director/Vice President

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D34BB6A748A...

Risk Manager/Analyst

Exhibits:

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

Docusign Envelope ID: 29C62083-7C7B-82E7-81A1-E193561B58FC

EXHIBIT A
Scope of Work

SCOPE OF WORK
The following presents the Consultant's scope of services for construction management and inspection services for the following City of Livermore (City) projects:

- WW202129 SCADA Server & Network Upgrade
- WW202322 WRP Occupied Building Repairs - Administration
- WW202527 Recycled Water Fill Station
- WW202624 Waste Oil Tank Removal

Task 1 – Project Management
Consultant shall be responsible for project management activities of Consultant's scope of services throughout the construction of the projects. This task will include project setup, administration, coordination with the City and other stakeholders, and managing scope, schedule, and budget. Consultant's project manager shall serve as the primary point of contact when communicating with the City.

Responsibilities include, but are not limited to:

- **Daily Oversight and Coordination:** Oversee daily management of scope, schedule, budget, and deliverables. Coordinate work with internal staff, subconsultants, and City staff as necessary.
- **Monthly Invoices and Progress Reports:** Prepare and submit invoices and progress reports on a monthly basis.
    - **Invoices –** Invoices must identify the hours and rates charged for each person for each task for each project, as well as itemizing other direct costs, with cumulative totals for invoiced amounts per task and project identified to demonstrate that expenditures are within the not-to-exceed authorization limit of the agreement.
    - **Expense Logs –** The invoices shall be accompanied by an expense log showing all invoices billed against the contract and the amount remaining. City will provide a template of the expense log for the Consultant's use.
    - **Progress Reports –** The invoices shall also be accompanied by a monthly progress report that describes the activities completed during the invoice's billing period, activities anticipated for the next billing period, and notification of potential out-of-scope activities.

Monthly invoices and progress reports shall be provided as a PDF file. The progress reports shall be included as part of the email when the invoices are submitted electronically.

Consultant deliverables for Task 1 include the following:

- Invoices and Progress Reports.

Docusign Envelope ID: 29C62083-7C7B-82E7-81A1-E193561B58FC

Task 2 – Construction Management Support

Consultant shall provide one full-time construction manager (CM) over a 24-month construction period to oversee construction management activities of the projects. Construction support responsibilities will include the following:

- **Kickoff Meeting:** Organize and execute a Kickoff Meeting with City staff. Consultant's project manager shall work with the City's project manager in advance of the Kickoff Meeting to confirm topics to be discussed at the meeting. Consultant shall prepare and issue meeting agenda, presentation materials, notes, and decision log. If the time allows, a single Kickoff Meeting for all of the projects is acceptable, but if warranted, Consultant shall be prepared for individual kickoff meetings for each project.
- **Conduct Construction Meetings:** Consultant's CM will schedule, coordinate, attend, and conduct all construction meetings with the Contractor. These will include: pre-construction meeting, weekly construction meetings, MOP meetings, SCADA programming meetings, and substantial completion meetings. Consultant's CM will prepare a meeting agenda, list of key discussion topics, and meeting minutes for each meeting.
- **Manage Field Inspection Personnel:** Consultant's CM will coordinate with and manage the activities of inspection personnel throughout the construction period.
- **Manage and Coordinate Material Testing:** Consultant's CM will manage and coordinate the required material testing needs of this project. Routine testing will be provided by the City's on-call testing contractors by coordinating with the City's Engineering Division, Construction Section.
- **Manage RFIs:** Consultant's CM will coordinate and manage the RFI process, including creating an electronic log of all RFIs submitted by the Contractor, to track incoming RFIs and outgoing RFI responses.
- **Manage Submittals:** Consultant's CM will coordinate and manage the submittal process, including creating an electronic log of all submittals and resubmittals provided by the Contractor, to track incoming submittals and resubmittals and outgoing submittals and resubmittals responses.
- **Prepare Field Memos and Clarifications:** Consultant's CM will coordinate and manage preparation of field memos and clarifications of drawings and specifications, including creating an electronic log of these documents to allow tracking of their status and outcome.
- **Review Monthly Progress Payment Requests:** Consultant's CM will evaluate the Contractor's monthly progress payment requests and recommend payment by the City if requirements are met. Consultant's CM will compare requested quantities to the actual quantities completed and negotiate the appropriate progress payment request with the Contractor.
- **Review Construction Schedule:** Consultant's CM or its schedule reviewer will review and approve the Contractor's construction schedule, including updates and revisions, in accordance with the Contract Documents. Consultant's review will focus on key elements such as logic, duration of activities, duration of startup and testing, and construction sequencing constraints and milestones.

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- **Review Change Order Requests:** Consultant's CM will review change order requests to determine potential changes in scope and field conditions. Consultant will prepare independent cost estimates and Consultant's CM will negotiate on behalf of the City with the Contractor. Consultant's CM will prepare and process approved change orders and incorporate them into the contract. Consultant's CM will prepare an electronic log for tracking all potential change orders and agreed-upon change orders.
- **Monitor Contractor's Compliance with Contract Documents:** Consultant's CM will review and monitor the Contractor's work against the Contract Documents to determine compliance. Consultant's CM will report non-conformances and deficiencies to the City and the Contractor, and will work with the Contractor to correct these deficiencies in a timely manner.
- **Monitor and Review As-Built Drawings:** Consultant's CM will monitor and coordinate the Contractor's recording and maintenance of field changes to plans and specifications during construction on a monthly basis, or more frequently as required. At the 50-, 75-, and 90-percent project construction completion levels, Consultant's CM will perform a review of the Contractor's working as-built drawings for general completeness and advise Contractor of status. Consultant's CM will approve progress payments beyond 90-percent completion contingent upon the acceptability of the working as-built drawings.
- **Oversee Startup and Testing:** Consultant's CM will oversee facilities acceptance testing and startup in cooperation with the Contractor and WRP staff. Startup and testing will include assistance with comprehensive testing of functional equipment and subsystems.
- **Conduct Final Inspection:** Consultant's CM will schedule and conduct a final inspection of the completed facilities and issue punch lists of uncompleted items where necessary. Consultant's CM will also assist the City in negotiation of unsettled changes or disputes associated with these inspections. When the final punch list items have been completed or resolved, Consultant's CM will recommend acceptance by the City.
- **As-Built Drawings:** Assemble final as-built drawings from Contractor's submittals for use by the City's Engineer of Record in preparing final Record Drawings.
- **O&M Manuals:** Assemble final O&M manuals from Contractor's submittals for use by the City's WRP staff in updating project files.
- **Lessons Learned Presentation:** Assist the City with preparing presentations for the City's Engineering Division on lessons learned during the projects. The presentations shall summarize lessons learned and recommend improvements for future design and construction projects. Up to two (2) Consultant team members shall attend the 1-hour long virtual lessons learned meetings.

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Consultant Deliverables for Task 2:

- Meeting agendas and minutes.
- Field memos and clarifications.
- Communications with the City and Contractors.
- Assembled as-built drawing package.
- Assembled O&M manuals package.
- Lessons learned summary document.

Task 3 – Construction Inspection Support

Consultant will provide an allowance up to the task budget for the following inspection support:

- **Electrical Inspection:** Consultant will provide an electrical inspector to assist the Consultant's CM with inspection of electrical and instrumentation components of the projects.
- **General Inspection:** Consultant will provide a general construction inspector to assist the Consultant's CM with inspection of other components of the project.

For budgeting purposes, it was assumed that one inspector would be provided for the equivalent of a 12-month period over the 24-month construction period. Note, the budget estimated for this task may be higher or lower depending on the actual duration needed for inspection during the construction period.

Consultant Deliverables for Task 3:

- Field and Procore inspection documentation.

Task 4 – Other Specialty Inspection and Material Testing

Consultant will provide an allowance up to the task budget for specialty inspection services and material testing for the following disciplines: civil, structural, mechanical, plumbing, and coatings.

Consultant Deliverables for Task 4:

- Inspection and testing reports.

Task 5 – As-Directed Services

Consultant shall provide as-directed services to the City. A budget allowance of $150,000 has been included. Any use of As-Directed Services budget allowance shall require written authorization from the City that includes scope of as-directed services and an agreed upon not-to-exceed limit.

Budget

Table 1 in Exhibit B presents the labor and budget estimates for this Scope of Services.

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Assumptions

The following assumptions were used in preparing this Scope of Services:

- Construction duration will be 24 months starting with the kickoff meeting with the City by July 2026 and ending with the project closeout activities. A delay in project start or an extension of construction duration will impact the Consultant's scope and budget estimate for the project.
- Construction manager and inspector will be onsite up to 8 hours per day.
- City or Contractor will provide dedicated temporary offices for Consultant’s CM and inspector to reside in when they are on site at the WRP. Contractor will provide Primavera P6 scheduling software, high-volume business-class laser printer, and high-speed internet service.
- The City will provide and utilize the Procore construction management platform.
- City will provide all specialty inspection services for the following disciplines: concrete, structural steel, bolting, welding, architectural, mechanical, plumbing, corrosion, coatings, and material testing. Consultant will only provide electrical and general inspection up to the Task 3 budget allowance.
- Claims management and resolution services are not included in the Scope of Services. These services can be provided by the Consultant as an amendment should the need arise.
- Billing rates are subject to an annual increase of up to 5 percent with the first increase in January 2027.

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EXHIBIT B
FEE SCHEDULE

The Contractor shall be compensated for the services identified in Exhibits A to this Agreement as follows:

Table 1 - Construction Management Fee Estimate (March 16, 2026)
City of Livermore
WRP Construction Support

Tasks		Carollo Labor								
Task Number	Task Description	Senior Construction Manager	Construction Manager	General and Electrical Inspection	Project Services	Total Hours	Total Labor Costs	Labor Escalation	Total Escalated Labor Costs
		$340	$270	$270	$205				
1.1	Project Management	48	0	0	96	144	$ 36,000	$ 1,823	$ 37,823
2.1	Construction Management Support	0	4,160	0	0	4,160	$ 1,123,200	$ 56,862	$ 1,180,062
3.1	Construction Inspection Support	0	0	2,080	0	2,080	$ 561,600	$ 28,431	$ 590,031
4.1	Other Specialty Inspection and Material Testing	0	0	0	0	0	$ -	$ -	$ -
5.1	As-Directed Services	0	0	0	0	0	$ -	$ -	$ -
	Total	48	4,160	2,080	96	6,384	$ 1,720,800	$ 87,116	$ 1,807,916

Table 1 - Construction Management Fee Estimate (March 16, 2026)
City of Livermore
WRP Construction Support

Tasks		Subconsultants					Other Direct Costs					Total
Task Number	Task Description	Testing Budget Allowance	Subtotal	10% Markup	Total	CM Housing	Mileage	Budget Allowance	Other Direct Costs Total	Total Fee
1.1	Project Management	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 37,823
2.1	Construction Management Support	$ -	$ -	$ -	$ -	$ 62,400	$ 15,600	$ -	$ 78,000	$ 1,258,062
3.1	Construction Inspection Support	$ -	$ -	$ -	$ -	$ 52,800	$ 15,600	$ -	$ 68,400	$ 658,431
4.1	Other Specialty Inspection and Material Testing	$ 50,000	$ 50,000	$ 5,000	$ 55,000	$ -	$ -	$ -	$ -	$ 55,000
5.1	As-Directed Services	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000	$ 150,000	$ 150,000
	Total	$ 50,000	$ 50,000	$ 5,000	$ 55,000	$ 115,200	$ 31,200	$ 150,000	$ 296,400	$ 2,159,316

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CAROLLO ENGINEERS, INC.
FEE SCHEDULE FOR LIVERMORE WRP CONSTRUCTION SUPPORT

As of January 1, 2026

	Hourly Rate					
Billing Classification	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**
Construction Management						
Senior Construction Manager	$340	$357	$375	$394	$413	$434
Construction Manager	$270	$284	$298	$313	$328	$345
General and Electrical Inspector	$270	$284	$298	$313	$328	$345
Support Staff						
Project Services Administrator	$205	$215	$226	$237	$249	$262

Other Direct Expenses

CM Housing	Cost
Mileage	IRS Mileage Rate
Subconsultant	Cost + 10%
Other Direct Cost	Cost + 10%
Expert Witness	Hourly Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

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EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $2,000,000 per occurrence/**$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."
4. Professional Liability/Errors and Omissions:
   $2,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated

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

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.7**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution to declare 4.53 acres of a 137.97 acre City of Livermore (City) owned property located in unincorporated Alameda County, State of California, specifically referred to as Assessor's Parcel Number (APN) 905-3-12, as exempt surplus land under the Surplus Land Act, and a Resolution authorizing the City Manager to execute a Purchase and Sale Agreement and Cooperative Agreement between the City and the East Bay Regional Park District (Park District) to sell the 4.53-acre parcel located at 5658 Doolan Road to the Park District.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution to declare the 4.53 acres of City-owned property referred to as APN 905-3-12 as exempt surplus land under the Surplus Land Act and adopt a resolution authorizing the City Manager to execute a Purchase and Sale Agreement and Cooperative Agreement between the City and the East Bay Regional Park District to sell the 4.53-acre parcel located at 5658 Doolan Road to the Park District.

DECISION TYPE

Quasi-judicial and Legislative

SUMMARY

The City is the legal fee owner of a 137.97-acre parcel (APN 905-3-12) of real property located in unincorporated Alameda County, State of California, and more particularly described in Exhibit A - Legal Description of City Property (Attachment 3). The City wishes to sell, and the Park District wishes to purchase, a 4.53-acre portion (Sale Property) of the 137.97-acre parcel located at 5658 Doolan Road. The City will continue to own and maintain the remaining 133.44 acres referred to as the "Retained Property".

The proposed purchase price of $200,000 reflects the total amount of City open space funds originally used to acquire the property in 2018 in conjunction with an appraisal of the Sale Property, including existing improvements and easements, which was completed by Associated Appraisers on August 26, 2023. The City and Park District (the Parties) have reviewed and agreed to the appraised value.

In most circumstances, the California Surplus Land Act (Government Code sections 54220 et seq., the “SLA”) requires public agencies to formally declare property to be either "surplus land” or "exempt surplus land" prior to sale or lease. The SLA generally requires surplus land, i.e. land no longer required for agency use that meets certain size requirements and other criteria, to first be offered to affordable housing developers through a notice and negotiation process prior to disposal. Property that does not meet the definition of surplus land may be declared exempt from the mandatory notification and negotiation procedures. Exempt surplus land includes property proposed for transfer to another local, state, or federal agency. As a public agency, the City of Livermore is subject to the SLA.

The Sale Property meets the exemption criteria outlined in Government Code Section 54221(f)(1)(D) and section 103(c)(5) of the State Housing and Community Development (“HCD”) Surplus Land Act Guidelines which define “exempt surplus land” to include land that a local agency is transferring to another local, state, or federal agency.

Staff recommends the City Council adopt a resolution to declare the Sale Property exempt surplus land under the SLA based on the findings and justifications contained in the resolution and adopt a resolution authorizing the City Manager to execute the Purchase and Sale Agreement and Cooperative Agreement between the Parties.

DISCUSSION

BACKGROUND

In 2018, the City purchased the entire 137.97-acre property using a combination of Transferable Development Funds and an Altamont Open Space Committee grant. The Altamont Open Space Committee awarded the grant in part because of the use of the property as a future staging area for the Doolan Canyon Regional Preserve (Preserve), which will be operated by the Park District. The Preserve straddles the Alameda-Contra Costa County line and will provide future recreational opportunities, habitat protection, and open space preservation.

Chronology of the Sale Property and Retained Property:

- In 2018, the City purchased the 137.97-acre property that encompasses the 4.53-acre Sale Property and the 133.44-acre Retained Property.
- In September 2022, the City Council authorized the sale of an open space conservation easement on the Retained Property and committed the proceeds to the open space asset management program.
- On July 10, 2023, the City Council authorized staff to negotiate the sale of the Sale Property located at 5658 Doolan Road to the Park District.
- On October 6, 2025, the Alameda County Planning Department determined that the transaction conforms to the County's General Plan.
- On October 21, 2025, the Livermore Planning Commission approved Consistency Determination (CD) 25-002, finding that the City's proposed disposition of the Sale Property to the Park District

for intended recreational use is consistent with the 2003-2025 Livermore General Plan.

PROJECT SITE CONTEXT

The Sale Property is located west of and adjacent to Doolan Road, outside of the City Limits and outside of the North Livermore Urban Growth Boundary and within Alameda County's jurisdiction (which is why the Alameda County Planning Department made a consistency finding as described above). The property is flat and minimally developed with a barn, outbuildings, and cattle fencing. The surrounding properties are also minimally developed and surrounded by rolling hills and grassland. Cattle graze on the Retained Property portion of the property.

PROJECT DESCRIPTION

The City regularly partners with other governmental entities to support the achievement of common objectives and aligned goals. The City can fulfill its open space and habitat conservation goals without the Sale Property. The Park District has an interest in acquiring it for their future needs. The Park District intends to use the Sale Property for a staging area to provide an opportunity for public access into the Doolan Canyon Regional Preserve, which is located at the northern end of Doolan Road approximately half mile north of the Sale Property. The Park District recently affirmed on April 7, 2026, that they will open the Doolan Preserve in the future and plan to use the Sale Property as a staging area to access the Preserve.

The attached Cooperative Agreement (Attachment 7) primarily outlines how the Parties will collaborate on sharing water and electricity, as well as maintaining the fencing and gates.

The City will retain the 133.44-acre Retained Property to further its open space and habitat protection objectives, including the previous sale of a Conservation Easement to Trumark Homes, LLC to compensate for impacts to California red-legged frog and California tiger salamander habitat resulting from Trumark’s East Ranch Subdivision located in the City of Dublin.

ENVIRONMENTAL DETERMINATION

The disposition of real property does not constitute a project for the purposes of the California Environmental Quality Act (CEQA). Therefore, no environmental review under CEQA is required.

FISCAL AND ADMINISTRATIVE IMPACTS

Upon the close of escrow, the City will receive a lump sum payment of $197,500, which is the $200,000 purchase price less the closing costs of $2,500 borne by the City per the Purchase and Sale Agreement. The funds will be deposited to the City’s Open Space Fund to be used to purchase and/or maintain open space parcels that meet the City's Strategic Plan objectives related to open space.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL

1: Lead efforts to implement the updated Climate Action Plan in collaboration with internal and external partners

ATTACHMENTS

1. Location Maps
2. Resolution - Surplus Lands Act
3. Exhibit A - City Property
4. Exhibit B - Legal and Plat for Sale Property
5. Resolution Purchase and Sale Agreement and Cooperative Agreement
6. Exhibit A - Purchase and Sale Agreement
7. Exhibit B - Cooperative Agreement

Prepared by: Jennifer Ackerman
Associate Planner

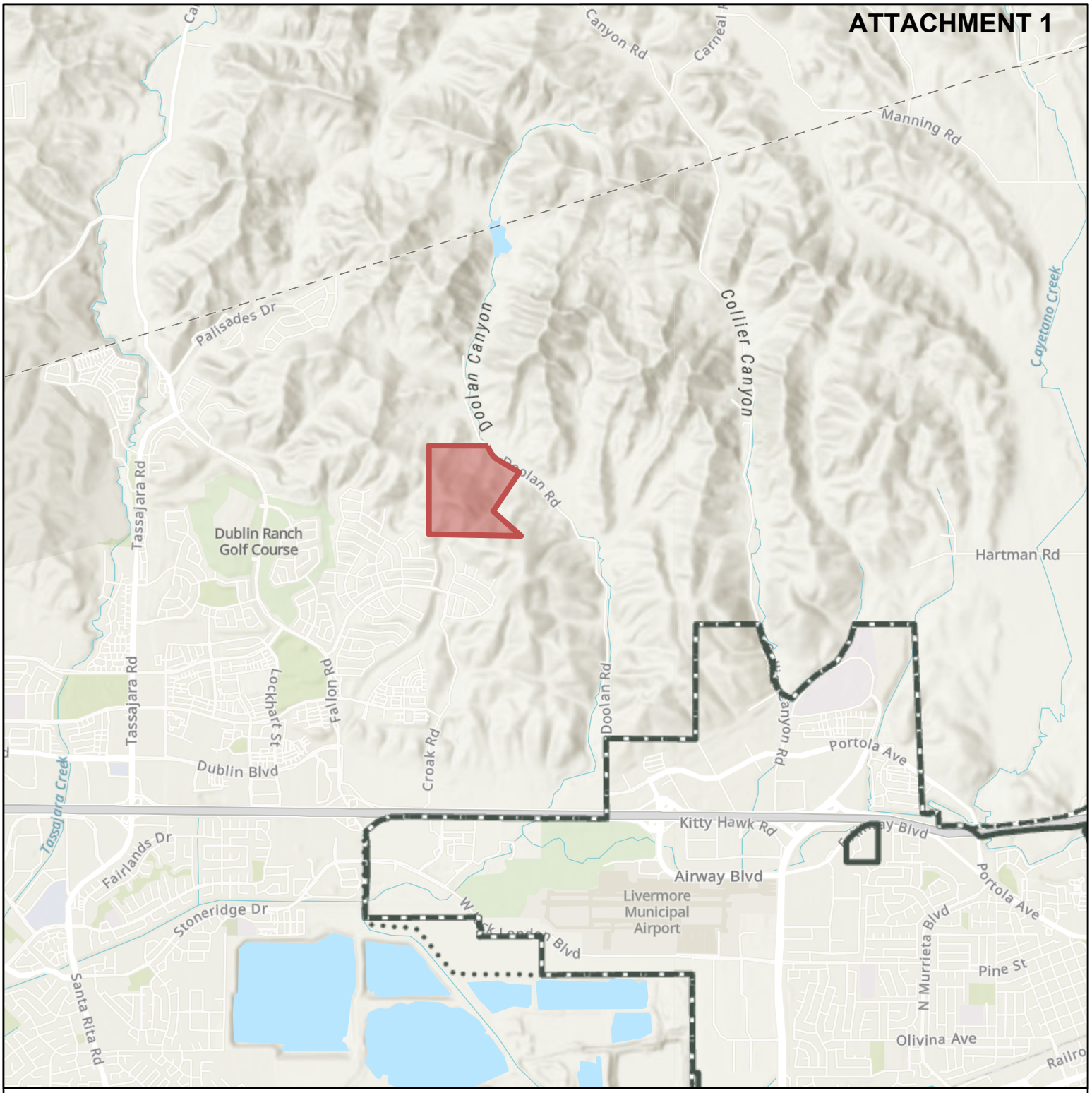
Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

ATTACHMENT 1



N

0 2,400 4,800

ft

Red = entire 137-acre parcel
Dashed line = City limits

CITY OF LIVERMORE CALIFORNIA

Location Map

Date: 10/9/2025

Path: /Web Map

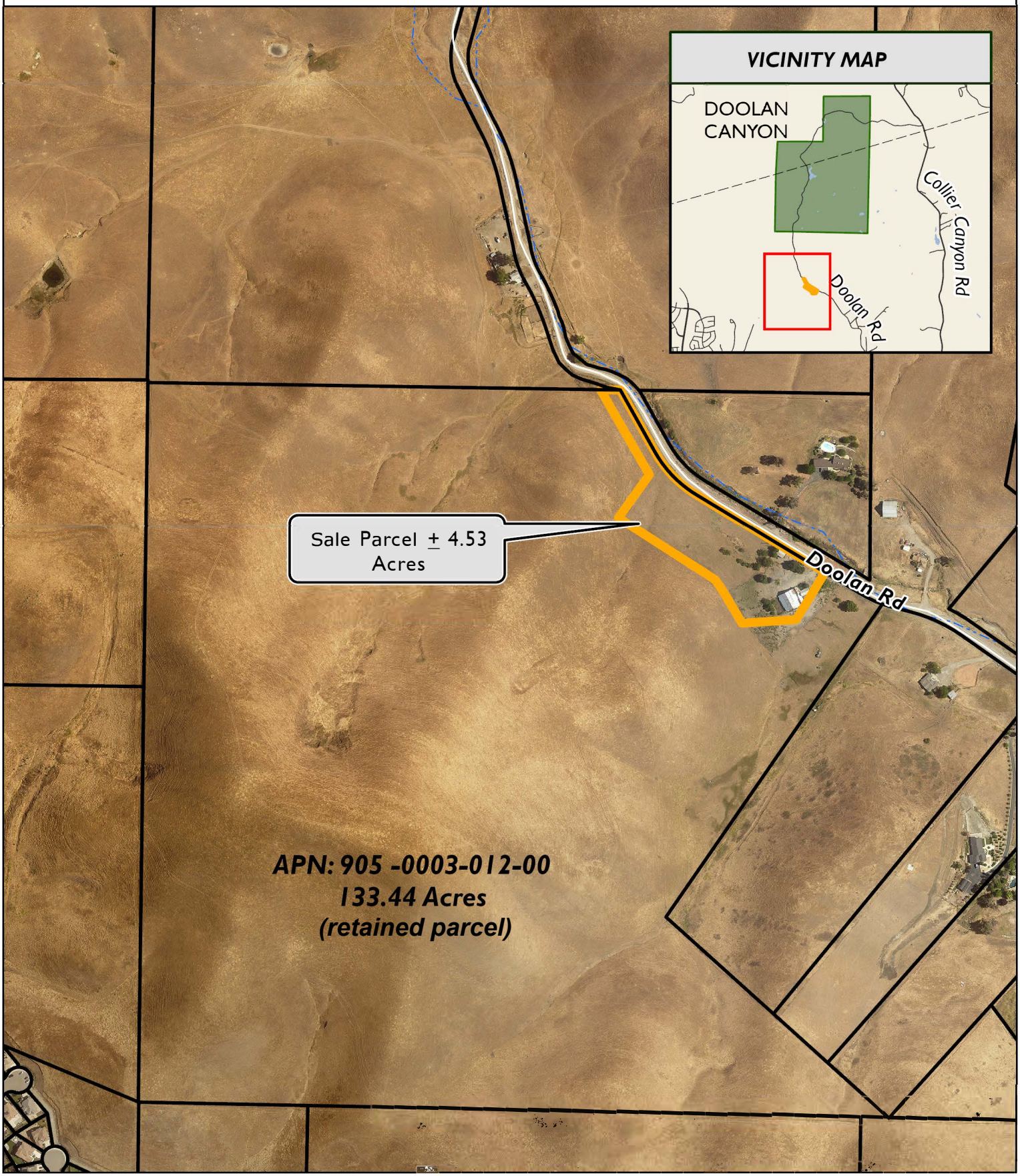
East Bay Regional Park District
Healthy Parks Healthy People

Doolan Canyon Regional Preserve
City of Livermore Property

ATTACHMENT 1

AERIAL MAP

0 200 400 Feet



CMcKaskey | DL_CityOfLivermore | Date: 7/8/2025

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DECLARING 4.53 ACRES OF REAL PROPERTY EXEMPT SURPLUS LAND UNDER THE SURPLUS LAND ACT

The California Surplus Land Act (Government Code Sections 54220 et seq., the "SLA") requires that, before a local agency takes any action to sell or lease surplus property, it must formally declare the property to be either "surplus land" or "exempt surplus land."

"Surplus land" means land owned in fee simple for which a local agency's governing body takes formal action at a regular public meeting declaring that such land is surplus and is not necessary for the agency's use.

The SLA exempts certain properties, "exempt surplus lands," from the mandatory notification and negotiation procedures, including, without limitation, certain properties transferring to another local, state, or federal agency.

The City of Livermore (City), a municipal corporation, is the legal fee owner of record of 137.97 acres of real property (City Property) located in the City of Livermore, County of Alameda, State of California, specifically referred to as Assessor's Parcel Number (APN) 905-3-12, and more particularly described in Exhibit A, attached hereto.

The City desires to transfer a 4.53-acre portion (Sale Property) of the Property to East Bay Regional Park District (Park District), more particularly described in Exhibit B.

The Property meets the exemption criteria outlined in the Government Code Section 54221(f)(1)(D) and Section 103(c)(5) of the State Housing and Community Development (HCD) Surplus Land Act Guidelines which define "exempt surplus land" to include land that a local agency is transferring to another local, state, or federal agency.

The Property is exempt from the requirement of sending a written notice of the availability of the Property for open-space purposes to the entities described in subdivision (b) of Government Code Section 54222 as the Property does not have the characteristics described in Government Code Section 54221 (f)(2) (A), (B), (C), and (D) and HCD's Surplus Land Act Guidelines Section 103(d).

The City Council has reviewed this Resolution and now desires to declare the Property as exempt surplus land under the SLA based on the findings and justifications contained in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the Property identified in Exhibit B is exempt surplus land pursuant to the Surplus Land Act and makes the following findings:

1. The recitals set forth above are true and correct and are incorporated herein as findings.

2. The Property identified in Exhibit B is "exempt surplus land" under the SLA because it meets the exemption criteria contained in Government Code Section 54221(f)(1)(D) and HCD's Surplus Land Act Guidelines Section 103(c)(5). Both the City and the Park District are "local agencies" as defined by the SLA in Government Code section 54221(a)(1) and HCD Surplus Land Act Guidelines Section 102(s), and the SLA exempts transfers of surplus land from one local agency to another local agency for the transferee's use. The Park District will use the Property for its own local agency use.

3. The City shall provide HCD with a copy of this Resolution at least 30 days prior to disposition of the Property.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

Exhibit A – Legal Description of City Property
Exhibit B – Legal Description of Sale Property

Exhibit A

City Property

The land referred to is situated in the State of California, County of Alameda, an unincorporated area, and is described as follows:

PORTION OF THE SOUTHERN 1/2 OF SECTION 26 IN TOWNSHIP 2 SOUTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF THE SOUTHWESTERN 1/4 OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID SECTION 26 SOUTH 89° 25' 10" EAST, 2748.48 FEET TO A POINT DISTANT THEREON EASTERLY, 108.48 FEET FROM THE SOUTHEASTERN CORNER OF SAID SOUTHWESTERN 1/4 SECTION 26; THENCE NORTH 48° 36' 27" WEST, 1,098.13 FEET; THENCE NORTH 33° 58' 41" EAST, 1,392.25 FEET TO THE SOUTHWESTERN LINE OF DOOLAN ROAD, (60 FEET WIDE); THENCE ALONG THE LAST AFORESAID LINE THE FOLLOWING FOUR COURSES RESPECTIVELY; NORTHWESTERLY ALONG A 430 FOOT RADIUS CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 19° 36' 04" EAST FROM THE NORTHEASTERN TERMINUS OF THE LAST AFORESAID 1392.25 FOOT COURSE, THROUGH A CENTRAL ANGLE OF 11° 37" 56" A DISTANCE OF 87.3 FEET; THENCE NORTH 58° 46' WEST, 701.94 FEET; THENCE TANGENT TO THE LAST AFORESAID COURSE NORTHWESTERLY ALONG A 430 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29° 40' 00" A DISTANCE OF 222.36 FEET; THENCE NORTH 29° 06' 00" WEST, 210 FEET MORE OR LESS, TO THE NORTHERN BOUNDARY LINE OF SAID SOUTHWESTERN 1/4 OF SECTION 26; THENCE ALONG THE LAST AFORESAID LINE NORTH 89° 01' 45" WEST 1766.58 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF THE LAST AFORESAID 1/4 SECTION; THENCE ALONG THE WESTERN BOUNDARY LINE OF THE LAST AFORESAID 1/4 SECTION SOUTH 2640 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: THE MINERAL RIGHTS GRANTED IN THE DEED FROM WESTERN TITLE GUARANTY COMPANY CONTRA COSTA COUNTY DIVISION TO LEONARD RUBIN, ET AL., RECORDED JULY 28, 1966, SERIES NO. AY/90296, REEL 1813 OR, IMAGE 635, AS FOLLOWS:

"AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES, MINERALS AND WATER, IN, UNDER OR RECOVERABLE FROM THE PORTION OF SUBSURFACE OF HEREINAFTER DESCRIBED PARCEL OF LAND LYING BELOW A PLANE PARALLEL TO AND 500

FEET VERTICALLY BELOW THE SURFACE OF SAID LAND, AND THE RIGHT TO REMOVE FROM STORE IN AND INJECT INTO SAID PORTION OF THE SUBSURFACE OF SAID LAND, OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES, MINERALS AND WATER; AND RIGHTS OF WAY, EASEMENTS AND SERVITUDES IN AND THROUGH SAID PORTION OF THE SUBSURFACE OF SAID LAND FOR THE PURPOSE OF EXERCISING THE RIGHTS HEREIN GRANTED, INCLUDING BY NOT LIMITED TO THE RIGHT FROM TIME TO TIME TO DRILL WELL HOLES, TO CASE SAME AND OTHERWISE TO COMPLETE AND MAINTAIN WELLS INTO AND THROUGH SAID PORTION OF THE SUBSURFACE OF SAID LAND FROM SURFACE LOCATIONS OUTSIDE OF SAID LAND; PROVIDED HOWEVER, THAT THE RIGHTS HEREIN GRANTED DO NOT AND SHALL NOT INCLUDE THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR ANY PORTION HEREOF LYING ABOVE A PLANE PARALLEL TO AND 500 FEET VERTICALLY BELOW THE SURFACE OF SAID LAND AND DO NOT AND SHALL NOT INCLUDE THE RIGHT TO INJECT OR STORE OIL, GAS, PETROLEUM OR OTHER HYDROCARBON SUBSTANCES, MINERALS OR WATER INTO OR IN ANY PORTION OF SAID LAND LYING ABOVE A PLANE PARALLEL TO AND 500 FEET VERTICALLY BELOW THE SURFACE OF SAID LAND."

CONTAINING AN AREA OF 137.97 ACRES MORE OR LESS

APN: 905-0003-012

Legal Description and map of Sale Property

All that certain real property situated in the County of Alameda, State of California, being a portion of the southern ½ of Section 26 in Township 2 South, Range 1 East, Mount Diablo Base and Meridian, being more particularly described as follows:

A portion of the lands of the City of Livermore as described in Document Number 2018-246412, Alameda County Records;

COMMENCING at the northeasterly corner of the southwest quarter of Section 26, Township 2 South, Range 1 East, Mount Diablo Base and Meridian.

Thence westerly along the northerly line of said quarter section North 89°21'57" West, 893.14 feet to a point on the westerly line of Doolan Road as described in Document Number 90-048623, Alameda County Records, being the TRUE POINT OF BEGINNING;

Thence leaving said quarter section line and running along the westerly right of way line of Doolan Road the following three (3) courses:

1. South 29°08'15" East, 242.14 feet;
2. Along a curve to the left with a radius of 430.00 feet, having a central angle of 29°37'45" and an arc length of 222.36 feet;
3. Thence South 58°46'00" East, 554.55 feet;

Thence leaving said westerly right of way line and entering said lands of the City of Livermore the following nine (9) courses:

1. South 31°14'00" West, 198.94 feet;
2. South 84°48'20" West, 199.08 feet;
3. North 26°11'40" West, 49.02 feet;
4. North 32°04'21" West, 93.34 feet;
5. Along a curve to the left with a radius of 190.00 feet, having a central angle of 26°01'15" and an arc length of 86.29 feet;
6. North 58°05'36" West, 380.45 feet;
7. North 36°43'43" East, 207.73 feet;
8. Along a non-tangent curve to the right with a radius of 480.00 feet, from which the radius point bears North 52°29'05" East, having a central angle of 08°22'40" and an arc length of 70.19 feet;
9. Thence North 29°08'15" West, 270.74 feet to a point on the northerly line of said quarter section;

Thence along said northerly line South 89°21'57" East, 57.60 feet to the TRUE POINT OF BEGINNING.

Containing an area of 4.53 acres more or less.

Reserving therefrom unto the Grantor, The City of Livermore, an Access Easement approximately 15 feet in width over an existing dirt driveway leading from the southerly line of Doolan Road approximately 130 feet to the southeastern boundary of the above-described parcel.

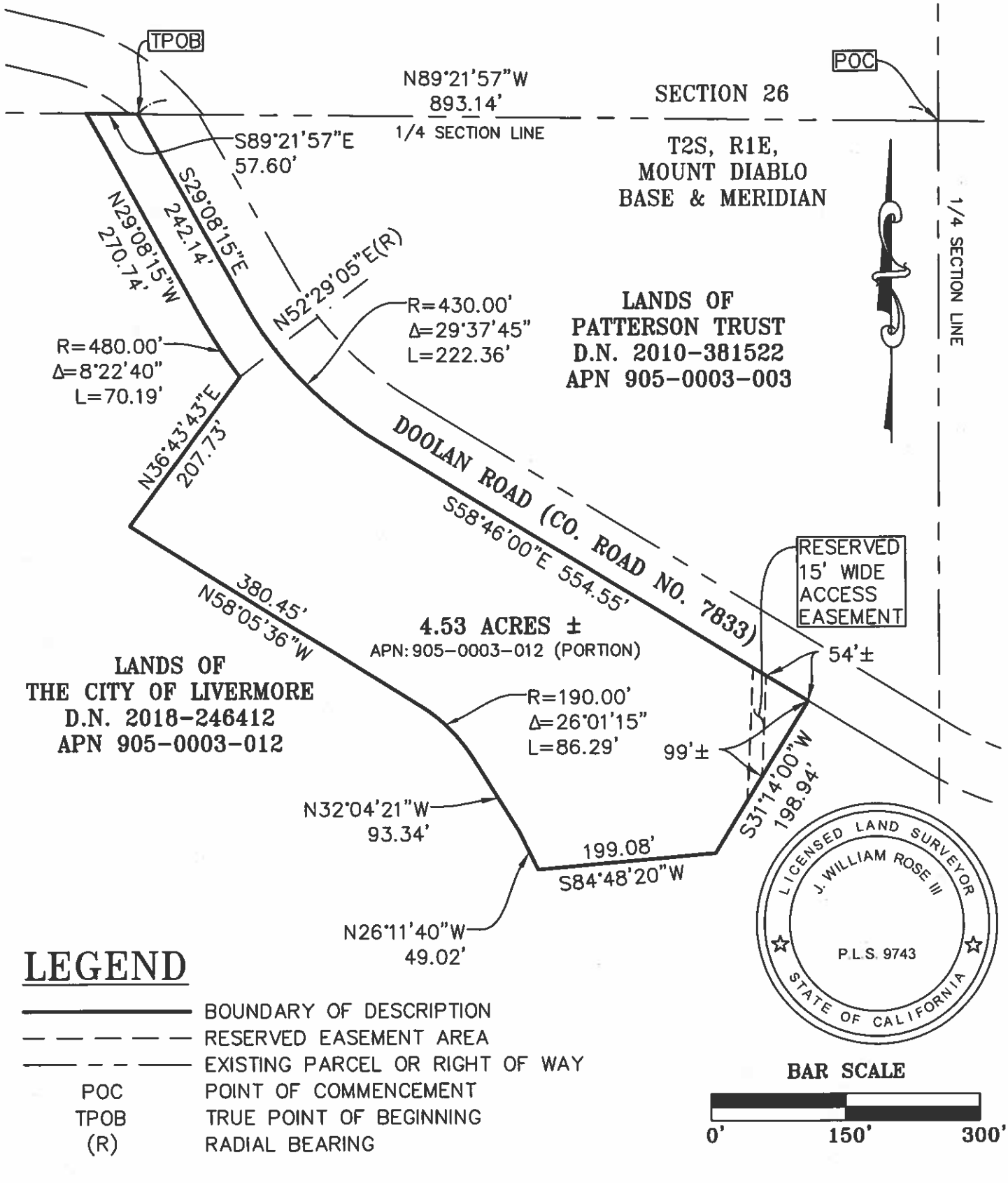
APN: 905-0003-012 (portion)

Exhibit "B", a plat, is attached hereto and by this reference made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.



J. William Rose, III, LS 9743 Date: April 2, 2026



LEGEND

———	BOUNDARY OF DESCRIPTION
— — — — —	RESERVED EASEMENT AREA
——— – – ———	EXISTING PARCEL OR RIGHT OF WAY
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
(R)	RADIAL BEARING

BAR SCALE

0' 150' 300'

EAST BAY REGIONAL PARK DISTRICT
2950 PERALTA OAKS COURT, OAKLAND, CA 94605 P.O. BOX 5381 888-327-2757
APRIL 2026 SCALE 1"= 150'
DWG NO. 2442Master.dwg SHEET 3 OF 3

EXHIBIT 'B'

LANDS OF THE CITY OF LIVERMORE
ALAMEDA COUNTY

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF LIVERMORE AND EAST BAY REGIONAL PARK DISTRICT IN COMPLIANCE WITH THE CALIFORNIA SURPLUS LAND ACT

The City of Livermore (City), a municipal corporation, is the legal fee owner of a 137.97-acre parcel of real property located in the County of Alameda, State of California, referred to as 5658 Doolan Road (Assessor's Parcel Number 905-3-12).

On July 10, 2023, the City Council authorized staff to negotiate the sale of a 4.53-acre portion (Sale Property) of the 137.97-acre parcel located at 5658 Doolan Road to the East Bay Regional Park District (Park District).

On October 6, 2025, the Alameda County Planning Department determined that the transaction conforms to the County's General Plan.

On October 21, 2025, the Livermore Planning Commission approved Consistency Determination (CD) 25-002, finding that the City's proposed disposition of the Sale Parcel to the Park District for intended recreational use does not constitute a project for the purposes of the California Environmental Quality Act (CEQA) and is consistent with the 2003-2025 Livermore General Plan Open Space and Conservation goals, objectives, and policies.

The California Surplus Land Act (Government Code Sections 54220 et seq., the "SLA") requires that before a local agency takes any action to sell or lease surplus property, it must formally declare the property to be either "surplus land" or "exempt surplus land."

The SLA defines "surplus land" as land owned in fee simple for which a local agency's governing body takes formal action at a regular public meeting declaring that such land is surplus and is not necessary for the agency's use.

The SLA exempts transfers of surplus land from one local agency to another local agency for the transferee's use. The Park District intends to use the Sale Parcel for its own local agency use pursuant to the requirements of the SLA and Section

103(c)(5) of the State Housing and Community Development (HCD) Surplus Land Act Guidelines.

The City Council adopted a separate resolution on May 11, 2026, declaring the Sale Parcel as exempt surplus land under the SLA based on the findings and justifications contained in the resolution.

The City desires to sell the 4.53-acre Sale Property to the Park District for the purchase price of $200,000, based upon the appraised value and the City's 44% contribution to the original purchase price of the Property in 2018.

The City and Park District (Parties) have mutually agreed upon the terms of the Purchase and Sale Agreement, attached hereto as Exhibit A, and the Cooperative Agreement attached hereto as Exhibit B, which terms include an approximately 130-foot-long access easement over the Sale Property to allow City access to the remaining 133.44 acres (Retained Property).

The City will provide HCD with a copy of the adopted resolution to declare the Property as exempt surplus land under the SLA as required by Section 400(e)(1) of the HCD SLA Guidelines.

Upon the adoption of this resolution authorizing the City Manager to execute the Purchase and Sale Agreement and Cooperative Agreement between the City and the Park District, the City will provide the title company a copy of the fully executed Purchase and Sale Agreement and open escrow for the sale of the property which will include a provision that the close of escrow will commence once the title company receives the finding letter exempting the Property from the SLA.

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

1. Authorizes the City Manager, or her designee, to execute the Purchase and Sale Agreement and Cooperative Agreement between the City and Park District on behalf of the City of Livermore.

2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution and transfer the property to the Park District.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

*/s/ Katherine Mirassou*_____
Katherine Mirassou
Assistant City Attorney

Exhibit A – Purchase and Sale Agreement
Exhibit B – Cooperative Agreement

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") dated _____, 2026 ("Effective Date") is entered into by and between CITY OF LIVERMORE, a municipal corporation ("City"), and EAST BAY REGIONAL PARK DISTRICT, a California special district ("Park District"). (City and Park District are each referred to individually as "Party" and collectively as the "Parties".)

R E C I T A L S

A. City is the owner of 137.97 acres of real property identified as Alameda County Tax Assessor's Parcel Number: 905 -0003-012-00 (the "City Property"). The City Property is located at 5658 Doolan Road in Alameda County, north of the City of Livermore and is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Park District wishes to purchase an approximately 4.53-acre portion of the City Property (the "Sale Property") which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference.

C. Following the Park District's purchase of the Sale Property, the City will retain the remainder of the City Property, approximately 133.44-acres (the "Retained Property").

D. City desires to sell and Park District desires to purchase the Sale Property. City is a willing seller.

A G R E E M E N T

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Date.** For the purposes of this Agreement, the Effective Date will be the last date shown on the Parties' signature pages which shall be the Agreement Date. Either Party may fill in the blank in the preamble with the last date shown on the signature pages.

2. **Binding on Parties upon Parties' Signature**. The Parties acknowledge and agree that both City and Park District will in good faith seek authorization from their respective City Council and Board of Directors to execute this Agreement, and that neither party shall be bound by this Agreement until their respective City Council and Board of Directors has authorized the execution of this Agreement.

3. **Purchase Price**. Subject to the terms and conditions in this Agreement, City agrees to sell and Park District agrees to purchase the Sale Property for $200,000 (Two Hundred Thousand Dollars) (the "Purchase Price").

4. **"AS-IS" Sale**. Both Parties understand, acknowledge and agree that the sale and conveyance of the Sale Property hereunder is made on an "AS-IS" basis. Accordingly, both Parties hereby acknowledge and agree that neither City nor anyone acting for or on behalf of City has made any covenants, representations, warranties, or promises to Park District concerning the condition of the Property, except as provided in Section 9.

5. **Escrow**. By this Agreement, Park District and City agree to establish an escrow account ("Escrow") with Old Republic Title ("Title Company") at the following branch office: 555 12th Street, Suite 2000, Oakland, California 94607. City hereby authorizes Park District to prepare and file escrow instructions with said Title Company, on behalf of Park District and City, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens and assessments on the Property conveyed.

5.1 Allocation of Fees and Expenses. Park District shall pay 100% of the closing agent's escrow fee, and the premium for title insurance, if desired by Park District. Buyer is exempt from recording fees under Government Code Sections 27383 and 27388.1(a)(2)(D) as a political subdivision of the state. To the extent that recording fees or transfer taxes are required for this transaction, Buyer will pay 100% of the recording fees and transfer taxes. City shall be responsible for any and all reconveyance or transfer fees for any deeds of trust, full release of mortgage, payment of liens, discharge of judgments, or any legal, administrative or other costs or expenses City may incur in delivering marketable title to Park District. All costs related to satisfying any "due diligence" requirements or requests that a party deems necessary to perform its obligations under this Agreement shall be the sole obligation of such party. All current property taxes, if any, on the City Property shall be handled in accordance with Section 4986 of the Revenue and Taxation Code of the State of California and updates thereof. Any other costs or expenses not otherwise provided for in this Agreement shall be paid by the requesting party.

5.2 City's Deposits into Escrow. Prior to the date Escrow closes, City will deliver into Escrow with the Title Company the following documents:

A. A grant deed, in recordable form and properly executed on behalf of City, in a form approved by Park District ("Grant Deed") conveying to Park District the Sale Property in fee simple absolute subject only to the Approved Exception(s) (defined below);

B. Copies of any effective leases, rental agreements or any other agreements, if any, which Park District has agreed in writing are to remain in effect after Park District takes title;

C. A signed Cooperative Agreement, discussed in Section 12 below.

D. Seller's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit"); and

E. Seller's affidavit as contemplated by the Revenue and Taxation Code Section 18662 ("Withholding Affidavit").

5.3 Park District's Deposits into Escrow. Prior to the date Escrow closes, the Park District will deliver into Escrow with the Title Company the following:

A. Funds for the Purchase Price.
B. A signed Cooperative Agreement, discussed in Section 12 below.

5.4 Close of Escrow. Escrow shall close within thirty (30) business days after the last Party receives approval from their respective Board of Directors or City Council, unless the

closing is extended by written agreement by the Parties, authorizing the conveyance of the Property to Park District ("Close of Escrow"). On the closing date, the Title Company shall close Escrow as follows:

A. Record the Grant Deed, marked for return to Park District care of Chief of Land Acquisition (which shall be deemed delivery to Park District);

B. Issue the Title Policy in favor of Park District;

C. Disburse to City the Purchase Price, less any Costs, Fees and Expenses agreed to by the City under this Agreement

D. Disburse to City and Park District an executed Cooperative Agreement, discussed in Section 12 below.

E. Prepare and deliver to Park District and to City one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify City and Park District and retain all funds and documents pending receipt of further instructions from Park District.

6. **Conditions to Park District's Performance**. Park District's obligation to perform under this Agreement is subject to the following conditions:

6.1 City's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the date escrow closes.

6.2 City's performance of all obligations under this Agreement.

6.3 The vesting of title to the Sale Property in Park District by grant deed in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes except the following "Approved Exception(s)" listed in Preliminary Report No. 1117030819 dated January 7, 2026, issued by the Title Company:

Exception(s):

4) Property lying within proposed boundary of Community Facilities District 2014-1 (Clean Energy) for the California Home Finance Authority, recorded August 24, 2015 in Book 18 of Maps of Assessment and Community Facilities District, Page 64.
5) Pole line easement to Pacific Gas and Electric Company recorded July 13, 1939, Instrument No. KK-33171, in Book 3773 of Official Records, Page 400.
6) Cut and fill slopes, culverts, headwalls and retaining walls easement to County of Alameda, recorded on May 13, 1940, Instrument No. MM-25106, in Book 3909 of Official Records, Page 274.
7) Waiver of claims for damage, as contained in Deed to the County of Alameda recorded on May 13, 1940, Instrument No. MM-25106, in Book 39096 of Official Records, Page 274.
8) Any unrecorded and subsisting leases.
9) Any facts, rights, interests or claims that are not shown by the Public Record at

Date of Policy that could be (a) ascertained by inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

6.4 The Title Company being prepared to issue a title insurance policy in the full amount of the Purchase Price, subject only to the Approved Exception(s) ("Title Policy").

6.5 Park District's Board of Directors having authorized the purchase of the Sale Property.

6.6 Completion of a Phase I environmental site assessment which demonstrates that the Sale Property is in acceptable condition and free of contamination. Parties agree to each pay 50% of the cost for the Phase I environmental site assessment.

6.7 Park District and City entering into Cooperative Agreement that will survive closing, wherein both Parties have agreed on a process and structure for addressing the property related issues identified in Section 12.

7. **Conditions to City's Performance.** City's obligation to perform under this Agreement is subject to the following conditions:

7.1 Park District's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the date escrow closes.

7.2 Park District's performance of all its obligations under the Agreement.

7.3 City's Council having authorized the sale of the Sale Property.

7.4 City and Park District entering into Cooperative Agreement that will survive closing, wherein both Parties have agreed on a process and structure for addressing the property related issues identified in Section 12.

8. **Creation of Separate Parcels at Close of Escrow.** At the close of escrow City will transfer to Park District the Sale Property, an approximately 4.53-acre portion of the City Property, which is approximately 137.97 acres, via recordation of a Grant Deed in accordance with the California Subdivision Map Act §66428, leaving the Retained Parcel, an approximately 133.44 remainder parcel, in the City's ownership.

9. **Seller's Representations and Warranties**. City makes the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by Park District. City represents and warrants to Park District that as of the date of this Agreement and as of the Close of Escrow:

9.1 Marketable Title. City is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens and other encumbrances, subject only to the Approved Exception(s). No leases, licenses, or other agreements allowing any third-party rights to use the Property are or will be in force unless prior consent has been given by Park District in writing. Commencing with the full execution of this Agreement by both Parties and until the Close of Escrow, City shall not permit any liens, encumbrances or easements to be placed on the Sale Property other than the Approved Exception(s), nor shall City enter into any agreement that would affect the Sale Property that would be binding on Park District after the Close of Escrow without the prior written consent of Park District.

9.2 Condition of Sale Property. City has disclosed to Park District all information, records and studies maintained by City in connection with the Sale Property concerning hazardous substances, and City is not concealing any knowledge of the presence of contamination or hazardous substances on, from or under the Sale Property. Any information that City has delivered to Park District is accurate and City has disclosed all material facts with respect to the Sale Property.

Commencing with the full execution of this Agreement by both Parties and until the Close of Escrow, City shall retain the Sale Property in its current condition and not make any physical changes to the Sale Property.

City, at City's sole expense, shall remove all material debris and personal property 30 days prior to the Close of Escrow. Park District acknowledges that all structures will remain on the Sale Property as-is and will not be removed by the City. City grants Park District the right to enter the Sale Property 10 days prior to the Close of Escrow to confirm material debris removal has been completed.

City grants Park District and its agents the right to enter the Sale Property at any time until Close of Escrow in order to inspect the Sale Property and perform due diligence. Park District shall give reasonable notice to City before entering the Sale Property. Park District shall defend, indemnify and hold City harmless from any and all claims, demands, liens and liability arising from such entry, excepting only those claims, demands, liens and liability arising from the sole negligence or willful misconduct of City, its employees or representatives.

9.3 Other Matters Affecting Property. To the best of City's knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of City's knowledge, threatened against or affecting the Sale Property or the interest of City in the Sale Property or its use that would affect City's ability to consummate the transaction contemplated by this Agreement. Further there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Sale Property. To the best of City's knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Sale Property.

9.4 Seller's Agency. City represents that this Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed and delivered by City, are binding obligations of City, and are collectively sufficient to transfer all of City's rights to the Sale Property.

9.5 Brokerage Commissions. Park District acknowledges that it is representing itself and no commission will be paid or credited to Park District or Park District' representative(s).

10. **Buyer's Representations and Warranties**. Park District warrants that, upon approval of this Agreement by Park District' Board of Directors, this Agreement shall constitute a binding obligation of Park District.

11. **City's Access Easement.** At close of escrow, the City will transfer the Sale Property to the Park District via grant deed and will reserve, or otherwise be granted, an approximately fifteen-foot-wide perpetual, non-exclusive easement over the Sale Property for the City, its staff, contractors, consultants, and invitees to access to the Retained Property from Doolan Road

through the Sale Property ("Access Easement"). The route of the Access Easement shall be located and established cooperatively by the Parties together to provide an alignment that accommodates the City's need for access to the Retained Property and the Park District's need to protect any future public access to the Sale Property.

12. **Park District and City Coordination.** Prior to close of escrow, the Parties will execute a Cooperative Agreement that will survive the close of escrow to memorialize the Parties' commitment to engage, cooperate, and coordinate regarding existing and new utilities, infrastructure, and improvements located on the Sale Property and the Retained Property.

13. **Survival**. All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.

12. **Possession of the Property**. Possession of the Sale Property shall be delivered to Park District at the Close of Escrow.

13. **Assignment and Successors**. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective heirs, successors, and assigns.

14. **Notices**. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

City: City of Livermore
Assistant City Manager
1052 S. Livermore Avenue
Livermore, CA 94550
Telephone: (925) 960-4150
Attn: Paul Spence
CC: Andy Ross, Principal Planner

Park District: East Bay Regional Park District
Land Acquisition Department
2950 Peralta Oaks Court
Oakland, CA 94605-0381
Telephone: (510) 544-2600
Attn: Becky Bremser, Chief of Land Acquisition

or to such other addresses as City and Park District may respectively designate by written notice to the other.

15. **Entire Agreement**. The Parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve Park District of all further obligation or claims. City has no other right or claim to compensation arising out of or connected with the acquisition of the Property by Park District.

16. **Construction**. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or

modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement.

17. **Disputes.** If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the Parties agree first to participate in non-binding mediation in order to resolve their dispute.

18. **Expenses.** In the event of litigation or arbitration between the Parties arising out of or relating to this Agreement, the prevailing party will be entitled to recover court or arbitration costs and reasonable fees of attorneys, accountants and expert witnesses incurred by such party in connection with the action or arbitration, including such costs and fees incurred because of any appeals. The prevailing party also shall be entitled to recover all such costs and fees that may be incurred in enforcing any judgment or award, and this provision shall not be merged into any judgment but shall survive any judgment.

19. **Further Assurances**. Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

20. **Waiver**. A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

21. **Severability**. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

BUYER	**SELLER**
EAST BAY REGIONAL PARK DISTRICT, a California special district	CITY OF LIVERMORE, a municipal corporation
By: _____ Max Korten, Acting General Manager	By: _____ Marianna A. Burch, City Manager
Date: 04/13/26	Date: _____

Approved as to Form:

By: _____
Jason Rosenberg, Assistant General Counsel Attorney

Approved as to Form:

By: _____
Katherine Mirassou, Assistant City

Exhibits:

Exhibit A - Legal Description of City Property
Exhibit B - Legal Description of Sale Property

Exhibit A

Exhibit A

City Property

The land referred to is situated in the State of California, County of Alameda, an unincorporated area, and is described as follows:

PORTION OF THE SOUTHERN 1/2 OF SECTION 26 IN TOWNSHIP 2 SOUTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERN CORNER OF THE SOUTHWESTERN 1/4 OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE ALONG THE SOUTHERN BOUNDARY LINE OF SAID SECTION 26 SOUTH 89° 25' 10" EAST, 2748.48 FEET TO A POINT DISTANT THEREON EASTERLY, 108.48 FEET FROM THE SOUTHEASTERN CORNER OF SAID SOUTHWESTERN 1/4 SECTION 26; THENCE NORTH 48° 36' 27" WEST, 1,098.13 FEET; THENCE NORTH 33° 58' 41" EAST, 1,392.25 FEET TO THE SOUTHWESTERN LINE OF DOOLAN ROAD, (60 FEET WIDE); THENCE ALONG THE LAST AFORESAID LINE THE FOLLOWING FOUR COURSES RESPECTIVELY; NORTHWESTERLY ALONG A 430 FOOT RADIUS CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS NORTH 19° 36' 04" EAST FROM THE NORTHEASTERN TERMINUS OF THE LAST AFORESAID 1392.25 FOOT COURSE, THROUGH A CENTRAL ANGLE OF 11° 37" 56" A DISTANCE OF 87.3 FEET; THENCE NORTH 58° 46' WEST, 701.94 FEET; THENCE TANGENT TO THE LAST AFORESAID COURSE NORTHWESTERLY ALONG A 430 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 29° 40' 00" A DISTANCE OF 222.36 FEET; THENCE NORTH 29° 06' 00" WEST, 210 FEET MORE OR LESS, TO THE NORTHERN BOUNDARY LINE OF SAID SOUTHWESTERN 1/4 OF SECTION 26; THENCE ALONG THE LAST AFORESAID LINE NORTH 89° 01' 45" WEST 1766.58 FEET, MORE OR LESS, TO THE NORTHEASTERN CORNER OF THE LAST AFORESAID 1/4 SECTION; THENCE ALONG THE WESTERN BOUNDARY LINE OF THE LAST AFORESAID 1/4 SECTION SOUTH 2640 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM: THE MINERAL RIGHTS GRANTED IN THE DEED FROM WESTERN TITLE GUARANTY COMPANY CONTRA COSTA COUNTY DIVISION TO LEONARD RUBIN, ET AL., RECORDED JULY 28, 1966, SERIES NO. AY/90296, REEL 1813 OR, IMAGE 635, AS FOLLOWS:

"AN UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES, MINERALS AND WATER, IN, UNDER OR RECOVERABLE FROM THE PORTION OF SUBSURFACE OF HEREINAFTER DESCRIBED PARCEL OF LAND LYING BELOW A PLANE PARALLEL TO AND 500

FEET VERTICALLY BELOW THE SURFACE OF SAID LAND, AND THE RIGHT TO REMOVE FROM STORE IN AND INJECT INTO SAID PORTION OF THE SUBSURFACE OF SAID LAND, OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES, MINERALS AND WATER; AND RIGHTS OF WAY, EASEMENTS AND SERVITUDES IN AND THROUGH SAID PORTION OF THE SUBSURFACE OF SAID LAND FOR THE PURPOSE OF EXERCISING THE RIGHTS HEREIN GRANTED, INCLUDING BY NOT LIMITED TO THE RIGHT FROM TIME TO TIME TO DRILL WELL HOLES, TO CASE SAME AND OTHERWISE TO COMPLETE AND MAINTAIN WELLS INTO AND THROUGH SAID PORTION OF THE SUBSURFACE OF SAID LAND FROM SURFACE LOCATIONS OUTSIDE OF SAID LAND; PROVIDED HOWEVER, THAT THE RIGHTS HEREIN GRANTED DO NOT AND SHALL NOT INCLUDE THE RIGHT TO ENTER UPON THE SURFACE OF SAID LAND OR ANY PORTION HEREOF LYING ABOVE A PLANE PARALLEL TO AND 500 FEET VERTICALLY BELOW THE SURFACE OF SAID LAND AND DO NOT AND SHALL NOT INCLUDE THE RIGHT TO INJECT OR STORE OIL, GAS, PETROLEUM OR OTHER HYDROCARBON SUBSTANCES, MINERALS OR WATER INTO OR IN ANY PORTION OF SAID LAND LYING ABOVE A PLANE PARALLEL TO AND 500 FEET VERTICALLY BELOW THE SURFACE OF SAID LAND."

CONTAINING AN AREA OF 137.97 ACRES MORE OR LESS

APN: 905-0003-012

EXHIBIT B Legal Description and map of Sale Property

All that certain real property situated in the County of Alameda, State of California, being a portion of the southern ½ of Section 26 in Township 2 South, Range 1 East, Mount Diablo Base and Meridian, being more particularly described as follows:

A portion of the lands of the City of Livermore as described in Document Number 2018-246412, Alameda County Records;

COMMENCING at the northeasterly corner of the southwest quarter of Section 26, Township 2 South, Range 1 East, Mount Diablo Base and Meridian.

Thence westerly along the northerly line of said quarter section North 89°21'57" West, 893.14 feet to a point on the westerly line of Doolan Road as described in Document Number 90-048623, Alameda County Records, being the TRUE POINT OF BEGINNING;

Thence leaving said quarter section line and running along the westerly right of way line of Doolan Road the following three (3) courses:

1. South 29°08'15" East, 242.14 feet;
2. Along a curve to the left with a radius of 430.00 feet, having a central angle of 29°37'45" and an arc length of 222.36 feet;
3. Thence South 58°46'00" East, 554.55 feet;

Thence leaving said westerly right of way line and entering said lands of the City of Livermore the following nine (9) courses:

1. South 31°14'00" West, 198.94 feet;
2. South 84°48'20" West, 199.08 feet;
3. North 26°11'40" West, 49.02 feet;
4. North 32°04'21" West, 93.34 feet;
5. Along a curve to the left with a radius of 190.00 feet, having a central angle of 26°01'15" and an arc length of 86.29 feet;
6. North 58°05'36" West, 380.45 feet;
7. North 36°43'43" East, 207.73 feet;
8. Along a non-tangent curve to the right with a radius of 480.00 feet, from which the radius point bears North 52°29'05" East, having a central angle of 08°22'40" and an arc length of 70.19 feet;
9. Thence North 29°08'15" West, 270.74 feet to a point on the northerly line of said quarter section;

Thence along said northerly line South 89°21'57" East, 57.60 feet to the TRUE POINT OF BEGINNING.

Containing an area of 4.53 acres more or less.

EXHIBIT B

Reserving therefrom unto the Grantor, The City of Livermore, an Access Easement approximately 15 feet in width over an existing dirt driveway leading from the southerly line of Doolan Road approximately 130 feet to the southeastern boundary of the above-described parcel.

APN: 905-0003-012 (portion)

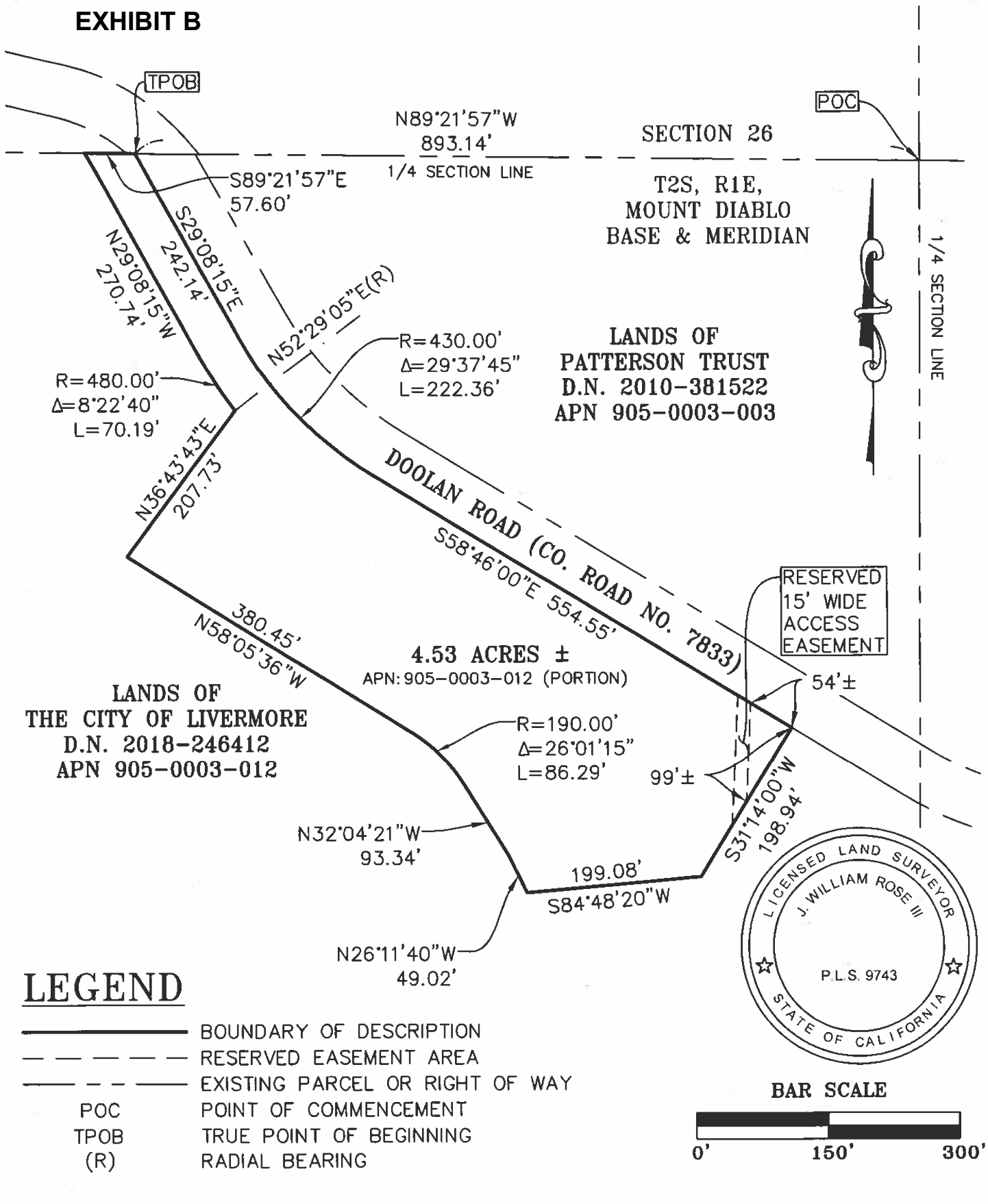
Exhibit "B", a plat, is attached hereto and by this reference made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.



J. William Rose, III, LS 9743 Date: April 2, 2026

EXHIBIT B



LEGEND

———	BOUNDARY OF DESCRIPTION
— — — — —	RESERVED EASEMENT AREA
——— - - ———	EXISTING PARCEL OR RIGHT OF WAY
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
(R)	RADIAL BEARING

BAR SCALE

0' 150' 300'

EAST BAY REGIONAL PARK DISTRICT
2950 PERALTA OAKS COURT, OAKLAND, CA 94605 P.O. BOX 5381 888-327-2757
APRIL 2026 SCALE 1"= 150'
DWG NO. 2442Master.dwg SHEET 3 OF 3

EXHIBIT 'B'

LANDS OF THE CITY OF LIVERMORE
ALAMEDA COUNTY

COOPERATIVE AGREEMENT BETWEEN CITY OF LIVERMORE AND THE EAST BAY REGIONAL PARK DISTRICT RELATED TO 5658 DOOLAN ROAD PROPERTY

This Cooperative Agreement ("Agreement") is entered into on _____, 2026 (the "Effective Date") by and between the City of Livermore, a municipal corporation ("City"), and the East Bay Regional Park District ("Park District"), a California special district, City and Park District are each referred to individually as "Party" and collectively as the "Parties".

Recitals

A. City is the owner of 137.97 acres of real property identified as Alameda County Tax Assessor's Parcel Number: 905 -0003-012-00 ("City Property"). The City Property is located at 5658 Doolan Road in the County of Alameda, north of the City of Livermore and is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. The City Property is comprised of an approximately 4.53-acre developed area and an approximately 133.44-acre undeveloped area, as shown on Exhibit "A," which contains various existing utilities, infrastructure, and improvements.

C. The City will sell to the Park District and Park District will purchase from the City, under the terms of the Purchase and Sale Agreement dated _____, attached hereto and incorporated herein by this reference as Exhibit "B", the approximately 4.53-acre developed portion of the City Property (the "Sale Property"), as shown on Exhibit "A," which is more particularly described on Exhibit "C," attached hereto and incorporated herein by this reference. The Sale Property includes an existing PG&E meter, a barn, an office building, a storage building, and two concrete septic tanks.

D. Following the Park District's acquisition of the Sale Property, the City will retain the remainder of the City Property, approximately 133.44-acres (the "Retained Property"), as shown on Exhibit "A." Among other improvements, the Retained Property includes a well and three associated water tanks.

E. At close of escrow for the Sale Property, the City will reserve, or otherwise be granted, an approximately fifteen-foot-wide perpetual, non-exclusive easement over a portion of the Sale Property for its staff, contractors, consultants, beneficiaries, agents, assigns, and invitees for access to the Retained Property from Doolan Road through the Sale Property ("Access Easement"). The alignment of the Access Easement shall be located and established cooperatively by the Parties together in order to provide an alignment that accommodates the City's need for continued access to the Retained Property while also accommodating the Park District's need to protect any future public access within and to the Sale Property.

F. Subsequent to the Park District's purchase of the Sale Property, the Parties also anticipate needing to engage, cooperate, and coordinate regarding the development and maintenance of utilities, infrastructure, and improvements, and possible future infrastructure and improvements, and therefore, desire to execute this Agreement to set forth a process and structure for said cooperation and coordination.

Agreement

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

1. **Water**. Should the Park District desire to develop a potable or non-potable water source to serve the Sale Property from water supplied by the well and held in the tanks located on the Retained Property, the Parties will engage in cooperative communication as needed for the joint development of a mutually acceptable plan to develop such usage, which said plan may include, but not be limited to, the grant of easements, rights of way, and/or licenses, as appropriate. As used in this Agreement, the term "cooperative communication" means that the Parties have met and conferred, either in person or via teleconference, on at least three separate occasions regarding the plan or item at issue, but does not mean that the Parties must reach a mutual understanding or agreement about said plan or issue. The Park District acknowledges that City access to and use of the water found and stored on the Retained Property is paramount and takes precedence over the Park District's access to or use of the water. However, the City acknowledges that Park District's access to and use of water found and stored on the Retained Property is important for the Park District's maintenance of the Sale Property and public use of the Sale Property. If the Parties agree to the Park District's usage of water from the Retained Parcel, the Park District will install a submeter on the City's existing water meter and pay the costs associated with its use of water directly to the water provider.

2. **Electricity**. Should the City desire to use electricity located on the Sale Property to serve the Retained Property, the Parties will engage cooperative communication as needed for the joint development of a mutually acceptable plan to develop such usage, which said plan may include, but not be limited to, the grant of easements, rights of way, and/or licenses, as appropriate. The City acknowledges that Park District access to and use of electricity located on the Sale Property is paramount and takes precedence over the City's access to or use of the electricity. If the Parties agree to the City's use of electricity provided by the Sale Property, the City will install a submeter on the Park District's existing electricity meter and pay the costs associated with its use of electricity directly to the electricity provider.

3. **Fencing And Gates**. Should either the City or the Park District desire to install, modify, replace, demolish, repair or restore existing or new fencing and gates along the shared boundary between the Sale Property and the Retained Property, the Parties will engage in cooperative communication for the joint development of a mutually acceptable fencing and gates plan. The Parties will split the cost to install, modify, replace, demolish, repair or restore existing and new fencing and gates used by both Parties. If only one Party

receives a benefit from the installation, modification, replacement, demotion, or restoration of an existing or new fence or gate, said Party will pay all related costs.

4. **Notice**. If any activity conducted by the Park District or City on their respective properties is likely to interfere with the other party's access to or use of their property or access to or use of water or electricity, the Parties will provide thirty days written notice of such activity.

5. **Term**. This Agreement commences as of the date fully signed by both Parties and continues until terminated by either Party in writing upon ninety (90) calendar days' written notice. Any modification to this Agreement must be in writing and signed by both Parties.

6. **Indemnification.**

   a. The Park District shall defend, indemnify and hold harmless the City and its elected and appointed officials, officers, directors, employees, agents, and volunteers from and against any and all liability, loss, damage, claims, expenses, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the performance of terms under this Agreement, including, without limitation, any claims by contractor or sub-contractors, except such loss or damage which was caused by the willful misconduct of the City. This provision shall continue in effect after this Agreement is terminated.

   b. The City shall defend, indemnify and hold harmless the Park District and its elected and appointed officials, officers, directors, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the performance of terms under this Agreement, including, without limitation, any claims by contractor or sub-contractors, except such loss or damage which was caused by the gross negligence or willful misconduct of the Park District. This provision shall continue in effect after this Agreement is terminated.

7. **Ownership of Documents**. All work papers, drawings, internal memoranda of any kind, photographs, and any written or graphic material, however produced, prepared by the City in connection with this Agreement shall be, and shall remain after termination of this Agreement, the property of the City, and may be used by the City for any purpose whatsoever.

   All work papers, drawings, internal memoranda of any kind, photographs, and any written or graphic material, however produced, prepared by the Park District in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of the Park District, and may be used by the Park District for any purpose whatsoever.

8. **Notices**. Wherever in this Agreement it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or on the other, such

notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows:

City: City of Livermore
Attn: City Manager
1052 S. Livermore Avenue
Livermore, CA 94550

Park District: East Bay Regional Park District
Attn: Division Lead of Land Acquisition
2950 Peralta Oaks Court
Oakland, California 94605

Notices are deemed given and effective three days after the date of posting by the United States Postal Service. Rejection or other refusal to accept, or the inability to deliver, any notice or communications because of a change in address of which no notice was given shall be deemed delivered the date delivery was refused, or the date the item was returned as undeliverable, whichever occurs first. Any party may change such address or contact person by written notice by registered mail to the other.

9. **Modification**. This Agreement may only be modified or amended by written agreement signed by both Parties hereto.

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

11. **Waivers**. 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.

12. **Binding Upon Successors and Assigns**. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the Parties hereof.

13. **Construction**. 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. 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. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references

to paragraphs, sections, subparagraphs and subsections are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

14. **Recitals and Exhibits**. The Recitals set forth in this Agreement and the Exhibits referenced herein are incorporated herein by this reference and the Parties agree that the aforementioned recitals are true and correct.

15. **Choice of Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by the law in the County of Alameda, California.

16. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. 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.

17. **Survival**. Ther terms, conditions, and obligations in Sections 6, 7, 11, and 15 shall survive the termination of this Agreement.

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

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the dates set forth below.

City of Livermore, a municipal corporation

By: _____
Marianna A. Burch
City Manager

Date: _____

East Bay Regional Park District,
a California special district

By: _____
Max Korten
Acting General Manager

Date: 04/13/26

Approved as to form:

By: _____
Katherine Mirassou
Assistant City Attorney

Approved as to form:

By: _____
Jason Rosenberg
Assistant General Counsel

Exhibits:

Exhibit A Map
Exhibit B Final Purchase and Sale Agreement
Exhibit C Final Sale Property Legal Description and Plat

Exhibit A
Map

East Bay Regional Park District
Healthy Parks Healthy People

EXHIBIT B
Exhibit A

0 200 400 Feet

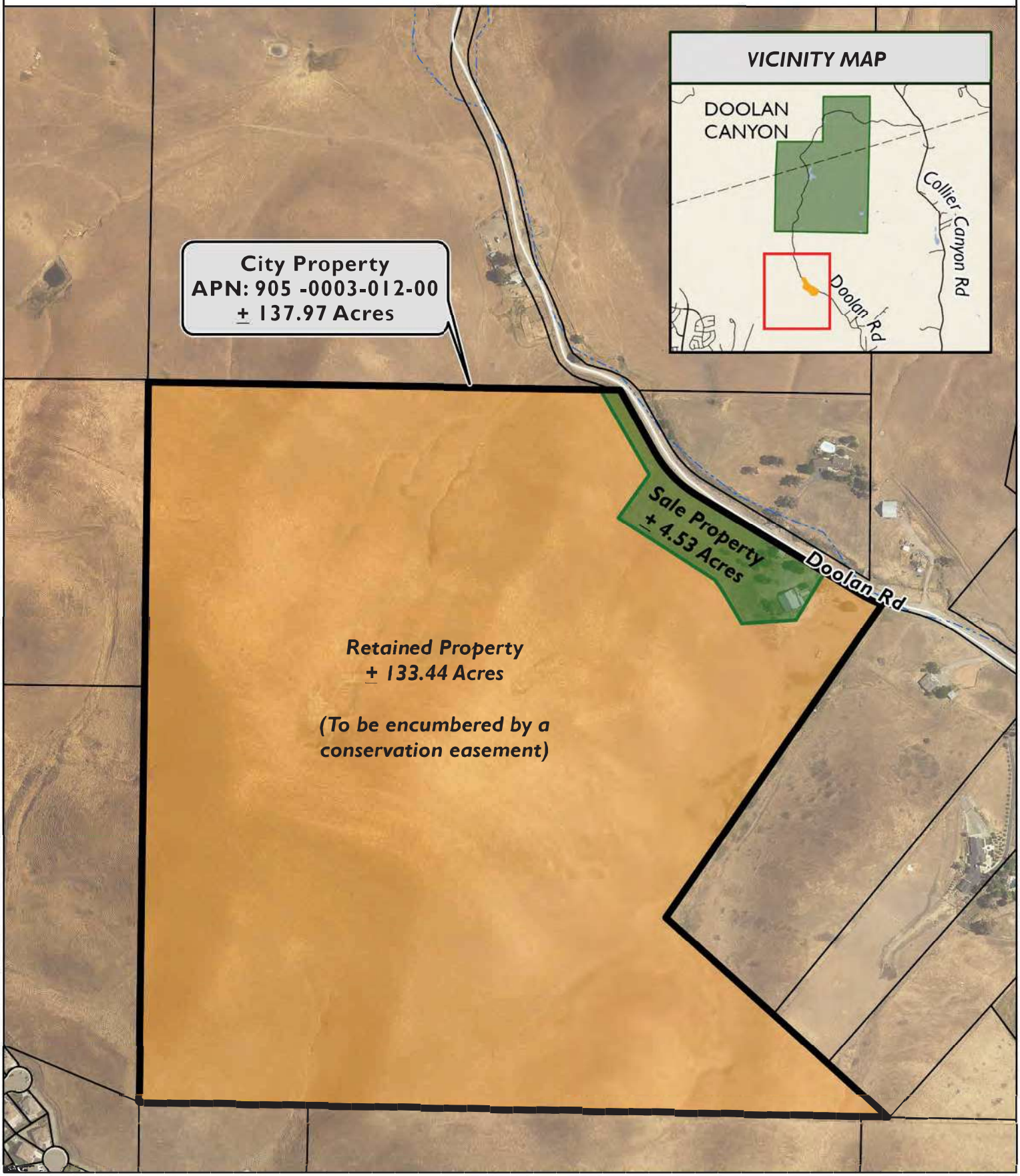


Exhibit B
Final Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") dated _____, 2026 ("Effective Date") is entered into by and between CITY OF LIVERMORE, a municipal corporation ("City"), and EAST BAY REGIONAL PARK DISTRICT, a California special district ("Park District"). (City and Park District are each referred to individually as "Party" and collectively as the "Parties".)

R E C I T A L S

A. City is the owner of 137.97 acres of real property identified as Alameda County Tax Assessor's Parcel Number: 905 -0003-012-00 (the "City Property"). The City Property is located at 5658 Doolan Road in Alameda County, north of the City of Livermore and is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Park District wishes to purchase an approximately 4.53-acre portion of the City Property (the "Sale Property") which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference.

C. Following the Park District's purchase of the Sale Property, the City will retain the remainder of the City Property, approximately 133.44-acres (the "Retained Property").

D. City desires to sell and Park District desires to purchase the Sale Property. City is a willing seller.

A G R E E M E N T

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Date.** For the purposes of this Agreement, the Effective Date will be the last date shown on the Parties' signature pages which shall be the Agreement Date. Either Party may fill in the blank in the preamble with the last date shown on the signature pages.

2. **Binding on Parties upon Parties' Signature**. The Parties acknowledge and agree that both City and Park District will in good faith seek authorization from their respective City Council and Board of Directors to execute this Agreement, and that neither party shall be bound by this Agreement until their respective City Council and Board of Directors has authorized the execution of this Agreement.

3. **Purchase Price**. Subject to the terms and conditions in this Agreement, City agrees to sell and Park District agrees to purchase the Sale Property for $200,000 (Two Hundred Thousand Dollars) (the "Purchase Price").

4. **"AS-IS" Sale**. Both Parties understand, acknowledge and agree that the sale and conveyance of the Sale Property hereunder is made on an "AS-IS" basis. Accordingly, both Parties hereby acknowledge and agree that neither City nor anyone acting for or on behalf of City has made any covenants, representations, warranties, or promises to Park District concerning the condition of the Property, except as provided in Section 9.

5. **Escrow**. By this Agreement, Park District and City agree to establish an escrow account ("Escrow") with Old Republic Title ("Title Company") at the following branch office: 555 12th Street, Suite 2000, Oakland, California 94607. City hereby authorizes Park District to prepare and file escrow instructions with said Title Company, on behalf of Park District and City, in accordance with this Agreement. This includes authorization of the Title Company to withhold pro rata taxes, liens and assessments on the Property conveyed.

5.1 Allocation of Fees and Expenses. Park District shall pay 100% of the closing agent's escrow fee, and the premium for title insurance, if desired by Park District. Buyer is exempt from recording fees under Government Code Sections 27383 and 27388.1(a)(2)(D) as a political subdivision of the state. To the extent that recording fees or transfer taxes are required for this transaction, Buyer will pay 100% of the recording fees and transfer taxes. City shall be responsible for any and all reconveyance or transfer fees for any deeds of trust, full release of mortgage, payment of liens, discharge of judgments, or any legal, administrative or other costs or expenses City may incur in delivering marketable title to Park District. All costs related to satisfying any "due diligence" requirements or requests that a party deems necessary to perform its obligations under this Agreement shall be the sole obligation of such party. All current property taxes, if any, on the City Property shall be handled in accordance with Section 4986 of the Revenue and Taxation Code of the State of California and updates thereof. Any other costs or expenses not otherwise provided for in this Agreement shall be paid by the requesting party.

5.2 City's Deposits into Escrow. Prior to the date Escrow closes, City will deliver into Escrow with the Title Company the following documents:

A. A grant deed, in recordable form and properly executed on behalf of City, in a form approved by Park District ("Grant Deed") conveying to Park District the Sale Property in fee simple absolute subject only to the Approved Exception(s) (defined below);

B. Copies of any effective leases, rental agreements or any other agreements, if any, which Park District has agreed in writing are to remain in effect after Park District takes title;

C. A signed Cooperative Agreement, discussed in Section 12 below.

D. Seller's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("FIRPTA Affidavit"); and

E. Seller's affidavit as contemplated by the Revenue and Taxation Code Section 18662 ("Withholding Affidavit").

5.3 Park District's Deposits into Escrow. Prior to the date Escrow closes, the Park District will deliver into Escrow with the Title Company the following:

A. Funds for the Purchase Price.
B. A signed Cooperative Agreement, discussed in Section 12 below.

5.4 Close of Escrow. Escrow shall close within thirty (30) business days after the last Party receives approval from their respective Board of Directors or City Council, unless the

closing is extended by written agreement by the Parties, authorizing the conveyance of the Property to Park District ("Close of Escrow"). On the closing date, the Title Company shall close Escrow as follows:

A. Record the Grant Deed, marked for return to Park District care of Chief of Land Acquisition (which shall be deemed delivery to Park District);

B. Issue the Title Policy in favor of Park District;

C. Disburse to City the Purchase Price, less any Costs, Fees and Expenses agreed to by the City under this Agreement

D. Disburse to City and Park District an executed Cooperative Agreement, discussed in Section 12 below.

E. Prepare and deliver to Park District and to City one signed copy of the Title Company's closing statement showing all receipts and disbursements of the Escrow.

If the Title Company is unable to simultaneously perform all of the instructions set forth above, the Title Company shall notify City and Park District and retain all funds and documents pending receipt of further instructions from Park District.

6. **Conditions to Park District's Performance**. Park District's obligation to perform under this Agreement is subject to the following conditions:

6.1 City's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the date escrow closes.

6.2 City's performance of all obligations under this Agreement.

6.3 The vesting of title to the Sale Property in Park District by grant deed in fee simple absolute, free and clear of all liens, encumbrances, assessments, leases (recorded and/or unrecorded), and taxes except the following "Approved Exception(s)" listed in Preliminary Report No. 1117030819 dated January 7, 2026, issued by the Title Company:

Exception(s):

4) Property lying within proposed boundary of Community Facilities District 2014-1 (Clean Energy) for the California Home Finance Authority, recorded August 24, 2015 in Book 18 of Maps of Assessment and Community Facilities District, Page 64.
5) Pole line easement to Pacific Gas and Electric Company recorded July 13, 1939, Instrument No. KK-33171, in Book 3773 of Official Records, Page 400.
6) Cut and fill slopes, culverts, headwalls and retaining walls easement to County of Alameda, recorded on May 13, 1940, Instrument No. MM-25106, in Book 3909 of Official Records, Page 274.
7) Waiver of claims for damage, as contained in Deed to the County of Alameda recorded on May 13, 1940, Instrument No. MM-25106, in Book 39096 of Official Records, Page 274.
8) Any unrecorded and subsisting leases.
9) Any facts, rights, interests or claims that are not shown by the Public Record at

Date of Policy that could be (a) ascertained by inspection of the Land, or (b) asserted by persons or parties in possession of the Land.

6.4 The Title Company being prepared to issue a title insurance policy in the full amount of the Purchase Price, subject only to the Approved Exception(s) ("Title Policy").

6.5 Park District's Board of Directors having authorized the purchase of the Sale Property.

6.6 Completion of a Phase I environmental site assessment which demonstrates that the Sale Property is in acceptable condition and free of contamination. Parties agree to each pay 50% of the cost for the Phase I environmental site assessment.

6.7 Park District and City entering into Cooperative Agreement that will survive closing, wherein both Parties have agreed on a process and structure for addressing the property related issues identified in Section 12.

7. **Conditions to City's Performance.** City's obligation to perform under this Agreement is subject to the following conditions:

7.1 Park District's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the date escrow closes.

7.2 Park District's performance of all its obligations under the Agreement.

7.3 City's Council having authorized the sale of the Sale Property.

7.4 City and Park District entering into Cooperative Agreement that will survive closing, wherein both Parties have agreed on a process and structure for addressing the property related issues identified in Section 12.

8. **Creation of Separate Parcels at Close of Escrow.** At the close of escrow City will transfer to Park District the Sale Property, an approximately 4.53-acre portion of the City Property, which is approximately 137.97 acres, via recordation of a Grant Deed in accordance with the California Subdivision Map Act §66428, leaving the Retained Parcel, an approximately 133.44 remainder parcel, in the City's ownership.

9. **Seller's Representations and Warranties**. City makes the following representations and warranties with the understanding that these representations and warranties are material and are being relied upon by Park District. City represents and warrants to Park District that as of the date of this Agreement and as of the Close of Escrow:

9.1 Marketable Title. City is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens and other encumbrances, subject only to the Approved Exception(s). No leases, licenses, or other agreements allowing any third-party rights to use the Property are or will be in force unless prior consent has been given by Park District in writing. Commencing with the full execution of this Agreement by both Parties and until the Close of Escrow, City shall not permit any liens, encumbrances or easements to be placed on the Sale Property other than the Approved Exception(s), nor shall City enter into any agreement that would affect the Sale Property that would be binding on Park District after the Close of Escrow without the prior written consent of Park District.

9.2 Condition of Sale Property. City has disclosed to Park District all information, records and studies maintained by City in connection with the Sale Property concerning hazardous substances, and City is not concealing any knowledge of the presence of contamination or hazardous substances on, from or under the Sale Property. Any information that City has delivered to Park District is accurate and City has disclosed all material facts with respect to the Sale Property.

Commencing with the full execution of this Agreement by both Parties and until the Close of Escrow, City shall retain the Sale Property in its current condition and not make any physical changes to the Sale Property.

City, at City's sole expense, shall remove all material debris and personal property 30 days prior to the Close of Escrow. Park District acknowledges that all structures will remain on the Sale Property as-is and will not be removed by the City. City grants Park District the right to enter the Sale Property 10 days prior to the Close of Escrow to confirm material debris removal has been completed.

City grants Park District and its agents the right to enter the Sale Property at any time until Close of Escrow in order to inspect the Sale Property and perform due diligence. Park District shall give reasonable notice to City before entering the Sale Property. Park District shall defend, indemnify and hold City harmless from any and all claims, demands, liens and liability arising from such entry, excepting only those claims, demands, liens and liability arising from the sole negligence or willful misconduct of City, its employees or representatives.

9.3 Other Matters Affecting Property. To the best of City's knowledge, there are not presently any actions, suits, or proceedings pending or, to the best of City's knowledge, threatened against or affecting the Sale Property or the interest of City in the Sale Property or its use that would affect City's ability to consummate the transaction contemplated by this Agreement. Further there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Sale Property. To the best of City's knowledge there are not presently any pending or threatened condemnation, eminent domain or similar proceedings affecting the Sale Property.

9.4 Seller's Agency. City represents that this Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed and delivered by City, are binding obligations of City, and are collectively sufficient to transfer all of City's rights to the Sale Property.

9.5 Brokerage Commissions. Park District acknowledges that it is representing itself and no commission will be paid or credited to Park District or Park District' representative(s).

10. **Buyer's Representations and Warranties**. Park District warrants that, upon approval of this Agreement by Park District' Board of Directors, this Agreement shall constitute a binding obligation of Park District.

11. **City's Access Easement.** At close of escrow, the City will transfer the Sale Property to the Park District via grant deed and will reserve, or otherwise be granted, an approximately fifteen-foot-wide perpetual, non-exclusive easement over the Sale Property for the City, its staff, contractors, consultants, and invitees to access to the Retained Property from Doolan Road

through the Sale Property ("Access Easement"). The route of the Access Easement shall be located and established cooperatively by the Parties together to provide an alignment that accommodates the City's need for access to the Retained Property and the Park District's need to protect any future public access to the Sale Property.

12. **Park District and City Coordination.** Prior to close of escrow, the Parties will execute a Cooperative Agreement that will survive the close of escrow to memorialize the Parties' commitment to engage, cooperate, and coordinate regarding existing and new utilities, infrastructure, and improvements located on the Sale Property and the Retained Property.

13. **Survival**. All of the terms, provisions, representations, warranties and covenants of the parties under this Agreement shall survive the assignment, expiration or termination of this Agreement and shall not merge in the deed or other documents following the delivery and recordation of said deed or other documents.

12. **Possession of the Property**. Possession of the Sale Property shall be delivered to Park District at the Close of Escrow.

13. **Assignment and Successors**. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective heirs, successors, and assigns.

14. **Notices**. All notices (including requests, demands, approvals or other communications) under this Agreement shall be in writing. The place for delivery of all notices given under this Agreement shall be as follows:

City: City of Livermore
Assistant City Manager
1052 S. Livermore Avenue
Livermore, CA 94550
Telephone: (925) 960-4150
Attn: Paul Spence
CC: Andy Ross, Principal Planner

Park District: East Bay Regional Park District
Land Acquisition Department
2950 Peralta Oaks Court
Oakland, CA 94605-0381
Telephone: (510) 544-2600
Attn: Becky Bremser, Chief of Land Acquisition

or to such other addresses as City and Park District may respectively designate by written notice to the other.

15. **Entire Agreement**. The Parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve Park District of all further obligation or claims. City has no other right or claim to compensation arising out of or connected with the acquisition of the Property by Park District.

16. **Construction**. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or

modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. The Parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The Recitals are and shall be enforceable as a part of this Agreement.

17. **Disputes.** If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the Parties agree first to participate in non-binding mediation in order to resolve their dispute.

18. **Expenses.** In the event of litigation or arbitration between the Parties arising out of or relating to this Agreement, the prevailing party will be entitled to recover court or arbitration costs and reasonable fees of attorneys, accountants and expert witnesses incurred by such party in connection with the action or arbitration, including such costs and fees incurred because of any appeals. The prevailing party also shall be entitled to recover all such costs and fees that may be incurred in enforcing any judgment or award, and this provision shall not be merged into any judgment but shall survive any judgment.

19. **Further Assurances**. Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales, and assignments under this Agreement, and do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement.

20. **Waiver**. A waiver or breach of any covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

21. **Severability**. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

BUYER	**SELLER**
EAST BAY REGIONAL PARK DISTRICT, a California special district	CITY OF LIVERMORE, a municipal corporation
By: _____ Max Korten, Acting General Manager	By: _____ Marianna A. Burch, City Manager
Date: _____	Date: _____

Approved as to Form:

By: _____
Jason Rosenberg, Assistant General Counsel Attorney

Approved as to Form:

By: _____
Katherine Mirassou, Assistant City

Exhibits:

Exhibit A - Legal Description of City Property
Exhibit B - Legal Description of Sale Property

Exhibit C
Final Sale Property Legal Description and Plat

Exhibit "A"

All that certain real property situated in the County of Alameda, State of California, being a portion of the southern ½ of Section 26 in Township 2 South, Range 1 East, Mount Diablo Base and Meridian, being more particularly described as follows:

A portion of the lands of the City of Livermore as described in Document Number 2018-246412, Alameda County Records;

COMMENCING at the northeasterly corner of the southwest quarter of Section 26, Township 2 South, Range 1 East, Mount Diablo Base and Meridian.

Thence westerly along the northerly line of said quarter section North 89°21'57" West, 893.14 feet to a point on the westerly line of Doolan Road as described in Document Number 90-048623, Alameda County Records, being the TRUE POINT OF BEGINNING;

Thence leaving said quarter section line and running along the westerly right of way line of Doolan Road the following three (3) courses:

1. South 29°08'15" East, 242.14 feet;
2. Along a curve to the left with a radius of 430.00 feet, having a central angle of 29°37'45" and an arc length of 222.36 feet;
3. Thence South 58°46'00" East, 554.55 feet;

Thence leaving said westerly right of way line and entering said lands of the City of Livermore the following nine (9) courses:

1. South 31°14'00" West, 198.94 feet;
2. South 84°48'20" West, 199.08 feet;
3. North 26°11'40" West, 49.02 feet;
4. North 32°04'21" West, 93.34 feet;
5. Along a curve to the left with a radius of 190.00 feet, having a central angle of 26°01'15" and an arc length of 86.29 feet;
6. North 58°05'36" West, 380.45 feet;
7. North 36°43'43" East, 207.73 feet;
8. Along a non-tangent curve to the right with a radius of 480.00 feet, from which the radius point bears North 52°29'05" East, having a central angle of 08°22'40" and an arc length of 70.19 feet;
9. Thence North 29°08'15" West, 270.74 feet to a point on the northerly line of said quarter section;

Thence along said northerly line South 89°21'57" East, 57.60 feet to the TRUE POINT OF BEGINNING.

Containing an area of 4.53 acres more or less.

Reserving therefrom unto the Grantor, The City of Livermore, an Access Easement approximately 15 feet in width over an existing dirt driveway leading from the southerly line of Doolan Road approximately 130 feet to the southeastern boundary of the above-described parcel.

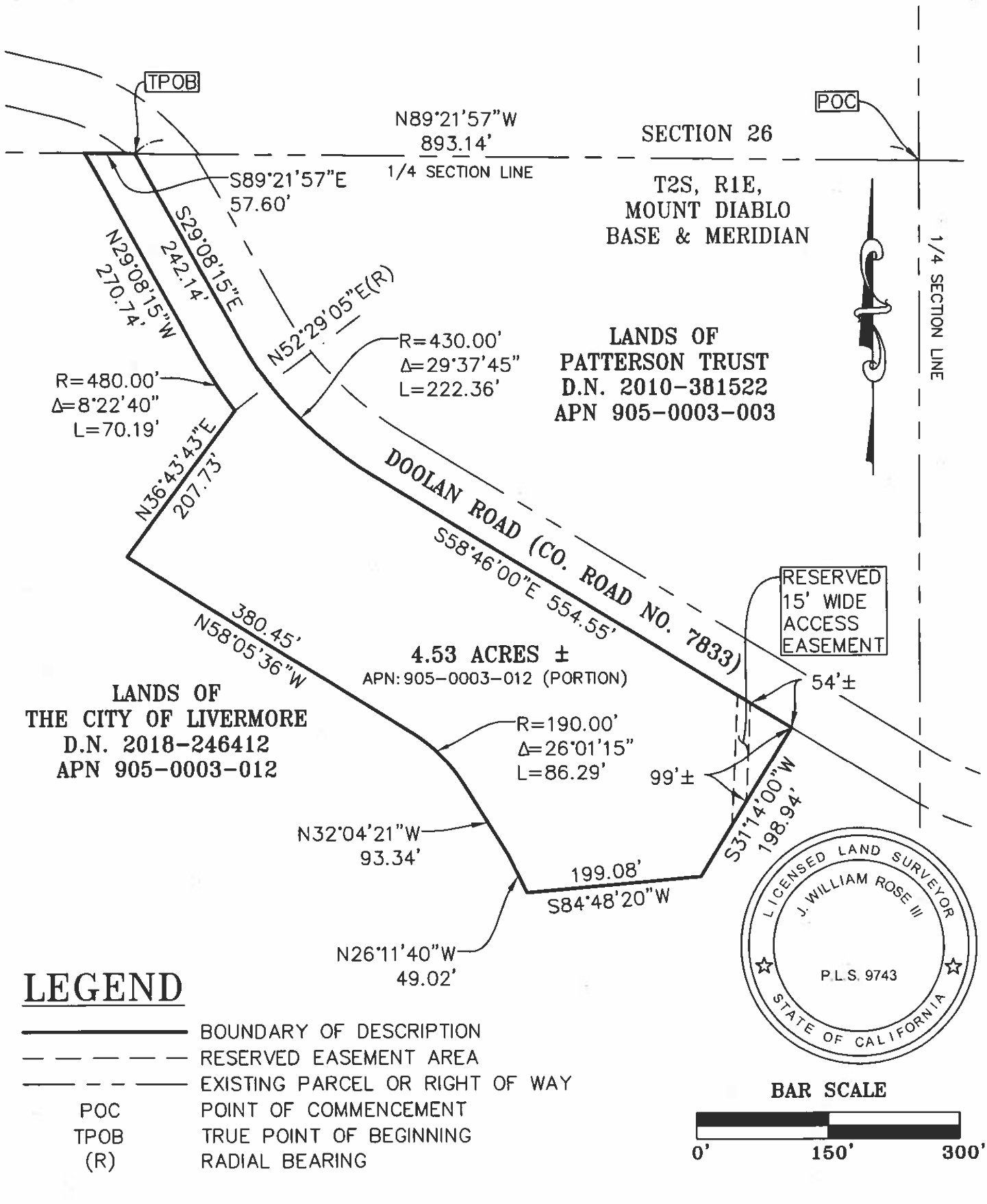
APN: 905-0003-012 (portion)

Exhibit "B", a plat, is attached hereto and by this reference made a part hereof.

This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.



J. William Rose, III, LS 9743 Date: April 2, 2026



LEGEND

———	BOUNDARY OF DESCRIPTION
— — — —	RESERVED EASEMENT AREA
——— — — ———	EXISTING PARCEL OR RIGHT OF WAY
POC	POINT OF COMMENCEMENT
TPOB	TRUE POINT OF BEGINNING
(R)	RADIAL BEARING

BAR SCALE

0' 150' 300'

EAST BAY REGIONAL PARK DISTRICT
2950 PERALTA OAKS COURT, OAKLAND, CA 94605 P.O. BOX 5381 888-327-2757
APRIL 2026 SCALE 1"= 150'
DWG NO. 2442Master.dwg SHEET 3 OF 3

EXHIBIT 'B'

LANDS OF THE CITY OF LIVERMORE
ALAMEDA COUNTY

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.8**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing a supplemental appropriation of $630,000 from Traffic Impact Fees (Fund 510) to Isabel Avenue/I-580 Interchange Project TI199238 and authorizing execution of an agreement with Interwest Consulting Group, Inc., in an amount not-to-exceed $592,000 and a term ending on December 31, 2031, to provide project management and right-of-way engineering services for the Isabel Avenue/I-580 Interchange Project TI199238.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing a supplemental appropriation of $630,000 from Traffic Impact Fees (Fund 510) to Isabel Avenue/I-580 Interchange Project TI199238; and

2. Authorizing the City Manager to execute an agreement with Interwest Consulting Group, Inc., in an amount not-to-exceed $592,000 and a term ending on December 31, 2031, to provide project management and right-of-way engineering services for the Isabel Avenue/I-580 Interchange Project TI199238.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore (City) is finalizing the right-of-way transfers to the California Department of Transportation (Caltrans) associated with Isabel Avenue/I-580 Interchange Project TI199238. This includes transferring 15 right-of-way parcels, totaling approximately 36 acres and valued at $34.8 million, from the City to Caltrans and completing all associated legal, title, and record documentation.

To complete this work, the City requires a consultant with specialized experience in Caltrans right-of-way processes to provide project management, prepare legal descriptions and plats, clear title encumbrances, and coordinate with utilities and partner agencies.

Interwest Consulting Group, Inc., (Interwest) has extensive experience working with Caltrans on major transportation projects and has been identified as the most qualified firm to provide these services. This agreement will support the timely and efficient closeout of the right-of-way phase for the Isabel Avenue/I-580 Interchange Project TI199238.

In addition, staff requests a $630,000 supplemental appropriation from Traffic Impact Fees (Fund 510) to cover this professional services agreement, escrow fees and title insurance, and other right-of-way closeout work for the project.

DISCUSSION

The Isabel Avenue/I-580 Interchange Project TI199238 represents the final segment of a multi-decade effort to relocate SR 84 from downtown Livermore to the Isabel Avenue corridor and improve regional traffic circulation. Construction of the corridor and interchange improvements is complete, and the project is now in the final right-of-way phase, which requires transferring ownership of acquired parcels from the City to Caltrans [(State Project 04923157L, Federal Project RPSTPL-5054(009)].

To complete this phase, the City must transfer 15 right-of-way parcels, consisting of 12 in-fee parcels and 3 State Route parcels, totaling approximately 36 acres. This process requires preparation of legal descriptions, plats, deeds, and record maps, as well as coordination with Caltrans, utility companies, partner agencies, and a title company to identify and clear encumbrances and finalize title reports.

The parcels to be transferred to the State are summarized in the tables below:

SR 84 corridor, Isabel Avenue (SR 84)/I-580 Interchange, and Portola Avenue/I-580 Overcrossing

City Transfer Parcel	State Transfer Parcel No.	APN	Acquisition Type	Previous Parcel Owner	Area (Square Feet)
1	62689-1	903-0010-003	Fee	Foley	47.36
2	62689-2	903-0010-007-01	Dedication	Shea	1,249.69
3	62689-3	903-0010-036-01	Dedication	Shea	487,663.30
4	62689-4	904-0005-004-05	Fee	Gondolfo	3,684.49
5	62689-5	904-0004-006	Fee	Livermore	46,655.10
6	62689-6	099-1331-023-04	Fee	Baca	290.63
7	62689-7	904-0004-056	Fee	Livermore	1,596.29
8	62689-8	904-0004-004-01	Fee	BART	765,694.05
9	62689-9	903-009-006-04	Fee	Lin	51,026.32
10	62689-16	903-009-006-10	Fee	DR Liv. 1, LLC	3,503.65
S83 - 1	58625-1	ROW	Section 83	City	4,057.99
S83 - 2	58647-1	ROW	Section 83	City	26,790.30
S83 - 3	58648-1	ROW	Section 83	City	293,225.08

Airway Boulevard/I-580 Interchange

City Transfer Parcel	State Transfer Parcel No.	APN	Acquisition Type	Previous Parcel Owner	Area (Square Feet)
11	57924-1	905-0009-057-02	Fee	Livermore	14,138.40
12	57924-2	ROW	Fee	Livermore	198,309.99

These parcels represent the final right-of-way needed to establish the ultimate State highway boundary for the SR 84 corridor.

The City has been working with Caltrans District 4, utility providers, and regional agencies over several years to acquire the necessary right-of-way and prepare draft transfer documents. With the acquisition of the final parcel in October 2025, the City is now positioned to complete the right-of-way closeout process and transfer ownership of the corridor improvements to the State.

To complete this work, the consultant will coordinate with the City's title company to review preliminary title reports, identify encumbrances, and prepare the legal descriptions, plats, and deeds necessary to complete the transfer process. Additional coordination is required with utility providers and partner agencies to establish new easements and resolve existing encumbrances along the corridor.

In 2024, City staff issued a Request for Qualifications for plan checking, legal description reviews, and other engineering services. Statements of Qualifications were received from 11 firms and the top five were selected for interviews. Interwest was rated as one of the top firms and was shortlisted for future agreements. Interwest is the most qualified consultant to provide the required right-of-way services based on their extensive experience working with Caltrans on complex transportation projects. In March 2026, City staff requested a proposal from Interwest to perform project management and right-of-way engineering services. Staff reviewed the proposal and determined that it meets the project requirements.

The agreement includes the following key tasks:

Project Management

- Manage the scope, schedule, budget, and coordination with City staff throughout the project.

Utility and Agency Coordination

- Coordinate with PG&E, Sprint, and other utility providers to establish new easements for relocated facilities along SR 84 and Portola Avenue.
- Coordinate with BART to establish an underground utility easement near Kitty Hawk Road.
- Coordinate with Alameda County Public Works to resolve existing drainage and slope easements associated with the Airway Boulevard/I-580 interchange.

Right of Way Engineering

- Prepare plats and legal descriptions for underground utility relocation easements, public utility easements, and State maintenance and access easements.
- Review preliminary title reports for the 15 right-of-way transfer parcels, identify and clear encumbrances, and coordinate with the title company and Caltrans to finalize title reports.

- Prepare grant deeds and quitclaim documents for the transfer of right-of-way parcels.
- Update and finalize State right-of-way record maps and deeds for State acceptance.
- Review right-of-way transfer documents for the related Isabel Avenue/SR 84 Widening Project managed by the Alameda County Transportation Commission, as directed by the City.

This agreement with Interwest, in an amount not-to-exceed $592,000, will provide the project management and right-of-way engineering services necessary to complete the right-of-way phase and facilitate transfer of the corridor improvements to the State.

FISCAL AND ADMINISTRATIVE IMPACTS

The adopted FY 2025–30 Capital Improvement Plan includes funding for the Isabel Avenue/I-580 Interchange Project TI199238 with $565,000 of Traffic Impact Fees (Fund 510) in FY 2024-26 and $30,000 in FY 2026-27 for the project. Additional funding was identified in the out years (FY 2030-45) to complete the project. Staff is now requesting a supplemental appropriation of $630,000 from Traffic Impact Fees (Fund 510) to accelerate the schedule and cover the cost of this professional services agreement, escrow fees and title insurance, and other right-of-way closeout work for the project.

This project will not increase operation and maintenance costs.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

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

Prepared by: Roberto Escobar
Senior Civil Engineer

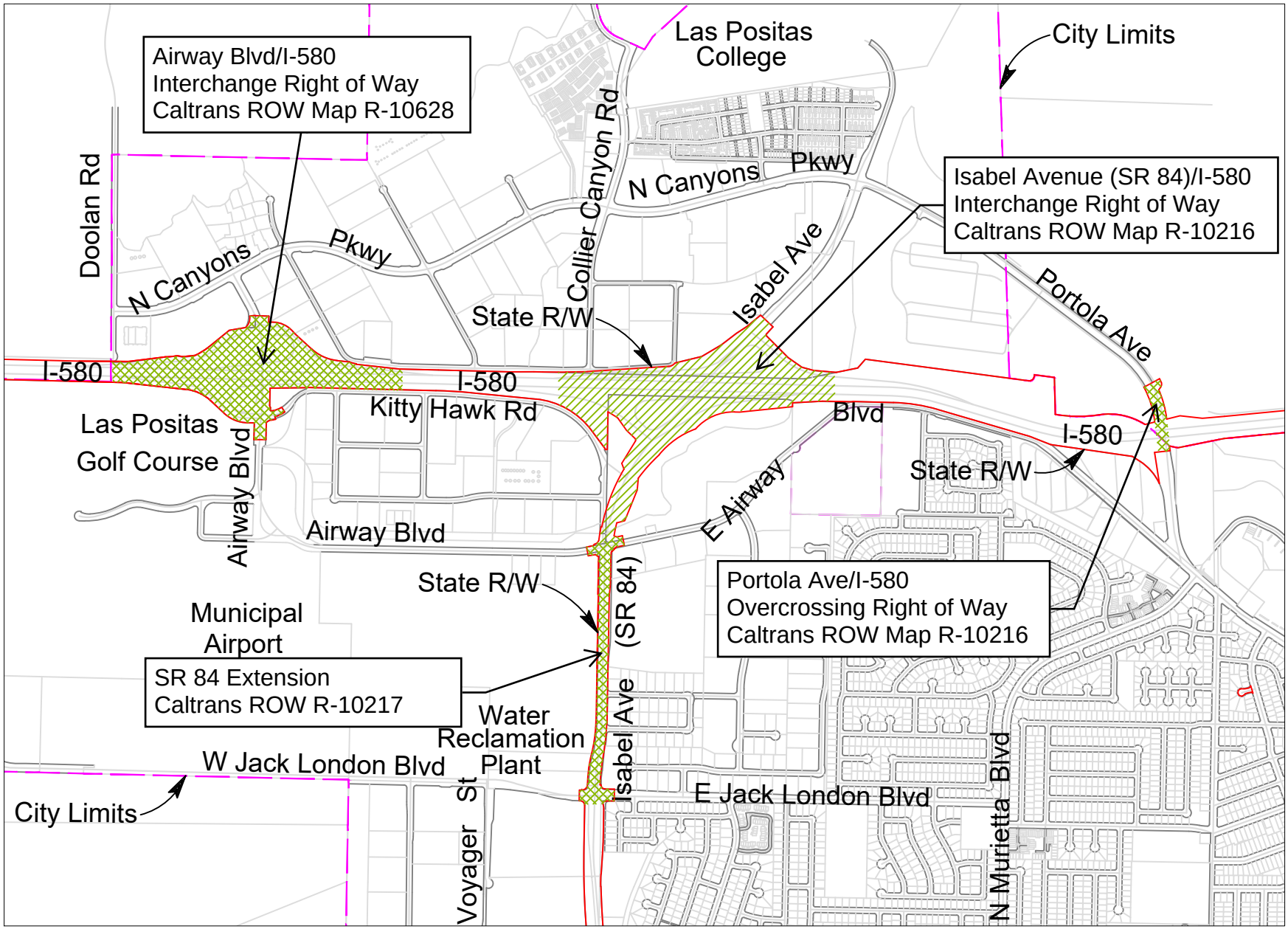
Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

ATTACHMENT 1



Isabel Ave(SR 84)/I-580 Interchange and SR 84 Corridor Improvements Project TI199238

PROJECT LOCATION MAP

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING A SUPPLEMENTAL APPROPRIATION OF $630,000 IN FY 2026-27 FROM TRAFFIC IMPACT FEES (FUND 510) TO ISABEL AVENUE/I-580 INTERCHANGE PROJECT AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH INTERWEST CONSULTING GROUP, INC., IN AN AMOUNT NOT-TO-EXCEED $592,000 AND A TERM ENDING ON DECEMBER 31, 2031, TO PROVIDE PROJECT MANAGEMENT AND RIGHT-OF-WAY ENGINEERING SERVICES

(ISABEL AVENUE/I-580 INTERCHANGE PROJECT TI199238)

The City of Livermore has acquired 12 in-fee and 3 Section 83 right-of-way parcels needed to complete the ultimate right-of-way boundary for the final segment of State Route 84 (SR 84) constructed as part of the Isabel Avenue (SR 84)/I-580 Interchange and State Route 84 corridor improvements, City Project TI199238, State Project 04923157L, Federal Project RPSTPL-5054(009).

The City requires project management and right-of-way engineering services to complete the right-of-way closeout phase for the project. This work includes coordinating with Caltrans, utility providers, and partner agencies; preparing legal descriptions, plats, deeds, and record maps; clearing title encumbrances in coordination with a title company; and transferring ownership of 15 right of way parcels totaling approximately 36 acres and valued at $34.8 million.

This agreement with Interwest Consulting Group, Inc., in an amount not-to-exceed $592,000, provides project management and right-of-way engineering services necessary to complete the right-of-way phase for the Isabel Avenue (SR 84)/I-580 Interchange and State Route 84 corridor improvements.

A supplemental appropriation of Traffic Impact Fees is required to complete the right-of-way closeout phase of the project.

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

1. Authorizes a supplemental appropriation of $630,000 in Fiscal Year 2026-27 from Traffic Impact Fees (Fund 510) to Isabel Avenue/I-580 Interchange Project TI199238.

2. Authorizes the City Manager to execute a professional services agreement with Interwest Consulting Group, Inc., attached hereto as Exhibit A, in an amount not-to-exceed $592,000, and a term ending December 31, 2031, to provide project management and right-of-way engineering services for Isabel Avenue/I-580 Interchange Project TI199238.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Interwest Agreement

Docusign Envelope ID: EC391FCF-D353-42A6-B10B-D92B711CA997

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 20 , by and between the City of Livermore ("City"), a municipal corporation, and Interwest Consulting Group Inc. ("Consultant"), a Colorado Corporation.

RECITALS

City requires project management and right of way engineering professional services for the Isabel Avenue (State Route 84)/I-580 Interchange Improvements right of way closeout work, City Project No. TI199238 and other State projects related to the State Route 84 corridor improvements.

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

AGREEMENT

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

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

2. Relationship of Parties – Independent Contractors.

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

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

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

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

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

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

(a) Coordinate the Services with Roberto Escobar ("Project Manager"), or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

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

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

(e) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(f) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

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(g) Obtain and complete the appropriate City forms for the City to pay Consultant electronically via the Automated Clearing House (ACH). Those forms may be obtained by email at accountspayable@livermoreca.gov or by calling Accounts Payable staff at (925) 960-4345. If Consultant opts-out of electronic payment, it must likewise complete the appropriate City forms that can be obtained from those same sources for payment by check. The authority granted by those forms will remain in force and effect until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

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

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

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

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

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

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

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

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

(p) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

5. Term. The term of this Agreement commences on 05/12/2026 and terminates upon the completion of the Services or 12/31/2031, whichever occurs first.

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

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $592,000.00 ("not-to-exceed amount").

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

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

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

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

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

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

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

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by or otherwise acceptable to City, City 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 Consultant's performance of the Services, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of the Indemnified Parties. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by City.

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

Docusign Envelope ID: EC391FCF-D353-42A6-B10B-D92B711CA997

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

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

13. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Construction of Language.

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

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(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

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

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

TO CITY:	Attention: Roberto Escobar City of Livermore / Community Development 1052 South Livermore Avenue Livermore, CA, 94550 rjescobar@livermoreca.gov
Email:	purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Attention: Jason Kabalin Interwest Consulting Group Inc 1516 S. D Street Elk Grove, CA, 95758 United States
Email:	jkabalin@interwestgrp.com

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

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

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

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

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

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

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Signatures and Exhibit List on the Next Page

Docusign Envelope ID: EC391FCF-D353-42A6-B10B-D92B711CA997

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

CONSULTANT: **Dated:**

Signed by:
Matthew K Causley
C852FB8F09764AE...

4/14/2026 | 9:05 AM EDT

Matthew K Causley
Chief Operating Officer

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F6571570452...

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: EC391FCF-D353-42A6-B10B-D92B711CA997

EXHIBIT A
SCOPE OF WORK

Isabel Avenue (SR-84) / I-580 Interchange and SR-84 Corridor Improvements Right of Way Closeout, City Project No. TI199238 State Project No. 04923157L, Federal Project No. RPSTPL-5053(009)

Project Management and Right of Way Engineering Services

Project Priorities

The local and regional transportation effort to transfer SR-84 from its original alignment along downtown Livermore/First Street to the Isabel Avenue corridor began in the 1960's. The City of Livermore acquired most of the parcels for the ultimate State right of way for the Isabel Avenue (State Route – 84) corridor and were transferred to the State by 2003; eventually completing construction by 2012. The City of Livermore has identified the following segments of State right of way that require project management and right of way engineering closeout services as a needed order of priority:

1. SR-84 (Isabel Avenue) extension – Jack London Boulevard to Isabel Avenue / I-580 Interchange Right-of-Way Closeout
2. SR-84 (Isabel Avenue) / I-580 Interchange Junction and Portola Avenue / I-580 Overcrossing Right-of-Way Closeout
3. Airway Boulevard (temporarily SR-84)/ I-580 Interchange Right-of-Way Closeout

Scope of Services

Interwest Consulting will provide project management, right-of-way engineering and coordination services to assist the City of Livermore in completing the closeout requirements for the above-referenced projects. Our services will include preparation, coordination, and finalization of right-of-way documentation and record mapping necessary to prepare easement documents on City property for relocated wet and dry utilities, prepare transfer documents for transferring 12-City held right of way parcels to the State for acceptance and recordation in order to complete the ultimate State Route 84 right of way footprint for a six lane highway facility.

1. Project Management with Agencies as Indicated

Interwest will coordinate with the following Agencies as necessary for the above-referenced projects:

- City of Livermore: Departments as directed
- Alameda County Public Works
- Pacific Gas & Electric
- Alameda County Flood Control and Water Conservation District, Zone 7
- BART
- COGENT (SPRINT) Communications
- Caltrans, District 4 – Right of Way Team
- Chicago Title Company/Fidelity National Title Group

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2. Right of Way Engineering, Easement and Property Documentation

Interwest will coordinate with City staff and relevant stakeholders to prepare and process the following:

- Preparation of Plats and Legal Descriptions for easements required to accommodate the relocation of facilities.
- Preparation of Quitclaim Deeds for prior rights and easements no longer required.
- Documentation and mapping of Section 83 areas as identified by the State of California.
- Coordination and preparation of new easements for underground facilities associated with the three (3) project corridors.
- Review with Chicago Title Company and involved entities to clear the appropriate parcel encumbrances and to transfer twelve (12) right of way parcels from the City of Livermore to the State for completing the ultimate right of way for State Route 84 (Isabel Avenue) highway corridor and interchange improvements. Interwest will also review Preliminary Title Reports for establishing clear title conveyances of transfers to the State of California by the City of Livermore.
- Preparation of transfer documents of individual property areas within the designated alignments to the State of California. SR-84 (Isabel Avenue) Extension, Isabel Avenue (SR-84)/I-580 interchange and Portola Avenue/I-580 Overcrossing.
    - State Transfer Parcel 62689-1
    - State Transfer Parcel 62689-2
    - State Transfer Parcel 62689-3
    - State Transfer Parcel 62689-4
    - State Transfer Parcel 62689-5
    - State Transfer Parcel 62689-6
    - State Transfer Parcel 62689-7
    - State Transfer Parcel 62689-8
    - State Transfer Parcel 62689-9
    - State Transfer Parcel 62689-16
    - State Transfer Parcel 57924-1
    - State Transfer Parcel 57924-2

- Finalization of Record Right-of-Way Maps for submission and acceptance by the State of California, Caltrans Right of Way Division, District 4.

3. Utility and Agency Coordination

Interwest will coordinate with utilities and partner agencies to facilitate preparation and processing of required transfers and easements, including but not limited to:

- City of Livermore; Departments as directed
- Alameda County Public Works
- Pacific Gas & Electric
- Alameda County Flood Control and Water Conservation District, Zone 7
- BART
- COGENT (SPRINT) Communications
- Caltrans, District 4 – Right of Way Team
- Chicago Title Company/Fidelity National Title Group
- and other applicable agencies

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This coordination will include preparation of transfer documents that require separate review and approvals by the respective utility companies or agencies.

4. Schedule Expectations and Coordination Updates

Based on similar projects and agency coordination requirements, the City can reasonably anticipate the following review timelines:

- **Utility Coordination:**
  Utility involvement and processing is anticipated to require approximately 2 to 4 months. Interwest will provide updates as timing information is received from each utility company.
- **Caltrans District 4 – Local Agency Right-of-Way Division:**
  Reviews and approvals are anticipated to require approximately 3 to 6 months. The project team will keep the City informed of any schedule updates or changes.
- **Zone 7 Water, BART, and Sprint:**
  Processing durations are currently undetermined. Interwest will promptly communicate any schedule information or changes to City staff upon receipt.

5. Assumptions:

1. Number of Documents are as described in Attachment A scope of services. If through the processing of these documents, additional items are necessary to finalize the project, an evaluation of the proposed fee will be reviewed and discussed with the City Staff prior to proceeding with those items. No out-of-scope items will be started without written authorization from the City Staff.

2. The number of right of way documents including the sheet count (Caltrans right of way record maps, Deeds, Easements, JUA's, CCUA's, Encumbrances and Transfer Documents) have been established based upon the existing information provided, if through the progression of the deliverables, or discussions with Public Agencies there is an increase of work effort than that specified in this scope of services, it shall be addressed with the City Staff. No out-of-scope items will be started without written authorization from the City Staff.

3. Any fees charged by a Utility, County Agency, Caltrans, Cogent Communications or BART shall be paid by the City of Livermore.

4. Submittals to Caltrans (transfer documents, plats and legal descriptions, right of way record maps, exhibits for deeds, easements, quitclaims, CCUA's, JUA's) are assumed to remain in metric units as provided to date. Caltrans has asked to review the Preliminary Title Reports and each easement which is to be transferred for each Project and will be provided upon acceptance by City of Livermore and Interwest.

Interwest looks forward to supporting the City of Livermore in completing the right-of-way closeout process efficiently and in coordination with all required agencies and stakeholders.

Docusign Envelope ID: EC391FCF-D353-42A6-B10B-D92B711CA997

EXHIBIT A

SCOPE OF SERVICES

Isabel Avenue (SR-84) / I-580 Interchange and SR-84 Corridor Improvements Right of Way Closeout, City Project No. TI199238 State Project No. 04923157L, Federal Project No. RPSTPL-5053(009)

LIST OF ITEMS AND DOCUMENTS TO FINALIZE FOR CLOSE-OUT AND COMPLETION WITH CITY & CALTRANS.

1. ***SR 84 from Jack London Blvd to Isabel Ave/I-580 Interchange Right of Way Closeout, Caltrans Project No. R-10217.***

   A. Update and Coordinate with PG&E and City to record PUE along Water Treatment Plant Parcel.
   B. Update and Coordinate with PG&E and City to record PUE along Airport Parcel.
   C. Coordinate and Verify with Cal-Trans the JUA's and CCUA's along the entire length of Isabel Avenue from Jack London Blvd to South R-O-W location of SR-580.
      1.) * 5-CCUA's – W, X, S, F and Z (Two "N's" were shown),
      2.) * 15-JUA's – Y, R, U, P, V, Q, T, N, L, J, H, K, M, O and E
   D. Check and Coordinate with Caltrans R-O-W Team, on whether a JUA is needed on the North Side of Jack London Blvd., where a 10-foot-wide Easement per Doc. No. 2010-135552 resides.
   E. Coordinate and Finalize Legal Descriptions for Section 83 – Items - 60251-1; 58290-3; 58648-1;
   F. Quitclaim of PG&E Easements –81-081067; 2003692873; 80-196983; P.U.E. Per 20063833815; 8711 O.R. 293; Prepare Plats, Legal Descriptions and Closure for review by PG&E for methodology.
   G. Update and Coordinate with Caltrans R-O-W Team, Legal Description and Transfer of Parcels No. 58636-1/62689-5 by Grant Deed from the City of Livermore to the State of California.
   H. Quitclaim of Road Easement – 8926 O.R. 89; Portion of Old Kitty Hawk at Jack London return at North-East return; 8728 O.R. 437; 8557 O.R. 409;
   I. Preparation of the two - 10-foot-wide Encroachment Permits crossing Isabel at Rickenbacker Circle (North).
   J. PG&E Easement crossing Lot "D" – PM-4847.
   K. Quitclaim of PUE per 165 PM 59, East Side of SR-84, Isabel Ave.
   L. Prepare Easement for PUE, Slope and Landscape Easement along South Side of Airway Blvd.
   M. Prepare Easement for I-E Access and Wall Maintenance Easement along North Side of Airway Blvd., West Side of SR-84, Isabel Ave.
   N. Prepare Easement for I-E Access and Wall Maintenance Easement along South Side of AIRWAY BLVD, West Side of ISABEL BLVD.
   O. Prepare Easement for Public Utilities and Street Sidewalk Easement along East Side of Isabel Avenue, South of East Airway Blvd.
   P. Prepare PG&E - PUE Easements – Five (5) along East Side of Isabel Ave. to the North Side of East Airway Blvd.

Docusign Envelope ID: EC391FCF-D353-42A6-B10B-D92B711CA997

SCOPE OF SERVICES

Isabel Avenue (SR-84) / I-580 Interchange and SR-84 Corridor Improvements Right of Way Closeout, City Project No. TI199238 State Project No. 04923157L, Federal Project No. RPSTPL-5053(009)

Q. City to assist Coordination with Staff at Zone 7 for Water Turnout Site Easements. North-West Side of SR-84, Isabel Ave. at the interchange.
R. Update and Finalize RECORD RIGHT OF WAY MAPPING with all recorded documents for State of California (Record Map R-10217).

* – there are Two (2) "N's" The JUA for Electric, confirm if these were made "Z" (to be verified with City and Caltrans)

2. Isabel Ave/I-580 Interchange to Portola Ave/I-580 Overcrossing Right of Way Closeout, Caltrans Project No. R-10216.

A. Coordinate with PG&E for Easements associated with Underground Utilities.
B. Coordinate with Caltrans District - 4 R-O-W Staff, For Documents to be Recorded to the State of California.
C. Coordination with Chicago Title Company for Preliminary Title Reports on Parcels within the Project.
D. Review Preliminary Title Reports prepared by Chicago Title Company to evaluate any additional items unknown as shown in Title Reports.
E. Update and Coordinate with Caltrans R-O-W Team, Legal Description and Transfer of Parcel 62689 by Grant Deed from the City of Livermore to the State of California.
F. Quitclaim for Section 83 locations: 58625-1; 58626-1; 58635-1; 58647-1;
G. Update and Coordinate with Caltrans District 4 R-O-W Staff - 3 CCUA's and 3 JUA's within the SR-580 R-O-W
H. Update and Coordinate with City the Quitclaim of a Water Line Easement in Constitution Drive – PER Doc. 99-353867
I. Vacation of a portion of 55' wide Utility Easement Per – 8719 O.R. 159 (VERIFY WITH CITY)
J. Vacation of a portion of PG&E Easement 8711 O.R. 289
K. Record New PG&E Easement over 19-foot-wide area vacated by Doc No. 2005-299425, City Property and BART Parcel.
L. Quitclaim of a portion of PG&E easement Per Doc. No. 8711 O.R. 293.
M. Quitclaim of a portion of Private Utility Easement at West Side Shea Center Drive.
N. Quitclaim of a portion of Sidewalk Easement at West Side Shea Center Drive.
O. Quitclaim of a portion of Private Landscape Easement at West Side Shea Center Drive.
P. Quitclaim of a portion of 25' Private Landscape Easement at East Side Shea Center Drive.
Q. Quitclaim of a portion of 15' Storm Drainage Easement at East Side Shea Center Drive.
R. Quitclaim of a portion of 15' Public Utility Easement at East Side Shea Center Drive.
S. Quitclaim of a portion of 15' Sidewalk Easement at East Side Shea Center Drive.
T. Prepare New Easement for Sprint per City of Livermore.
U. Prepare Quitclaim of Easement for Sprint, West of Portola Ave. per City of Livermore.

Docusign Envelope ID: EC391FCF-D353-42A6-B10B-D92B711CA997

SCOPE OF SERVICES

Isabel Avenue (SR-84) / I-580 Interchange and SR-84 Corridor Improvements Right of Way Closeout, City Project No. TI199238 State Project No. 04923157L, Federal Project No. RPSTPL-5053(009)

V. Update and Finalize RECORD RIGHT OF WAY MAPPING with all recorded documents for State of California (Record Map R-10216).

* – there are Two (2) "N's" The JUA for Electric, confirm if these were made "Z" (to be verified with City and Caltrans)

3. Airway Blvd/I-580 Interchange Right of Way Closeout

A. Assist the City of Livermore with Storm Drainage Easement Quitclaim from Alameda County, Update as needed for recording.
B. Assist the City of Livermore with Quitclaim of Private Access Easement, North Side of Parcel at 2850 Constitution Drive, Owned by Brahma Ent, Inc.
C. Resolve Boundary Questions on Record ROW Map, South side of SR-580 at Airway ROW.
D. Update and Coordinate with Caltrans R-O-W Team, Legal Description and Transfer of Parcel 57924 by Grant Deed from the City of Livermore to the State of California.
E. Update and Finalize Wall Maintenance Easement at the South-West Corner of the overcrossing.
F. Update and Finalize Ingress-Egress Easement at the South-West Corner of the overcrossing.
G. Update and Finalize Wall Maintenance Easement at the North-East Corner of the Airway Blvd. and Kitty Hawk Road intersection.
H. Update and Finalize Ingress-Egress Easement at the North-East Corner of the Airway Blvd. and Kitty Hawk Road intersection.
I. Update and Finalize the JUA for the AT&T Easement from the East Side of Airway Blvd./Kitty Hawk Road West through to intersection and Off-Ramp to the City Golf Course Parcel.
J. Update and Finalize the Vacation of Public Utility & Landscape Easement along Southerly side of Constitution Drive
K. Update and Finalize RECORD RIGHT OF WAY MAPPING with all recorded documents for State of California (Record Map R-10628).

Docusign Envelope ID: EC391FCF-D353-42A6-B10B-D92B711CA997

SCOPE OF SERVICES

Isabel Avenue (SR-84) / I-580 Interchange and SR-84 Corridor Improvements Right of Way Closeout, City Project No. TI199238 State Project No. 04923157L, Federal Project No. RPSTPL-5053(009)

Assumptions:

1. Number of Documents are as described in this scope of services. If through the processing of these documents, additional items are necessary to finalize the project, an evaluation of the proposed fee will be reviewed and discussed with the City Staff prior to proceeding with those items. No out of scope items will be started without written authorization from the City Staff.
2. The number of right of way documents including the sheet count (Caltrans right of way record maps, Deeds, Easements, JUA's, CCUA's, Encumbrances and Transfer Documents) have been established based upon the existing information provided, if through the progression of the deliverables, or discussions with Public Agencies there is an increase of work effort than that specified in this scope of services, it shall be addressed with the City Staff. No out of scope items will be started without written authorization from the City Staff.
3. Any fees charged by a Utility, County Agency, Caltrans, Sprint or BART shall be paid by the City of Livermore.
4. Submittals to Caltrans (transfer documents, plats and legal descriptions, right of way record maps, exhibits for deeds, easements, quitclaims, CCUA's, JUA's) are assumed to remain in metric units as provided to date.

EXHIBIT A

EXHIBIT B

FEE SCHEDULE

(SR 84) Isabel Avenue / Interchange and Airway Blvd/I-580 interchange Right of Way Closeout - Project No. TI199238)

City of Livermore

Total Working Days: 454 Working Days 95 Weeks **3/12/2026**

Preliminary Engineering Services Between: 3/2/2026 and 12/31/2027

		Supervising Project Manager	Project Manager	Engineering Associate II	Administrative II	TOTAL
		$216.00	$216.00	$155.00	$93.00	
Task #1 - Project Management and Administration, Coordination						
1.1	Project Management and Administration: - Budget Management - Schedule Management	40			48	$ 13,104.00
1.2	Coordination Meetings, including Kick-Off Meeting	40	20			$ 12,960.00
1.3	CalTrans Team Meetings	40				$ 8,640.00
1.4	PG&E Coordination Meetings	20				$ 4,320.00
1.5	Title Company Coordination Meetings	20				$ 4,320.00
	Subtotal Hours Task #1	*160*	*20*	*0*	*48*	*228*
	Subtotal Fee Task #1	*$34,560*	*$4,320*	*$0*	*$4,464*	*$43,344*
Task #2 - SR-84 from Jack London Blvd. to Isabel Ave./I-580 Interchange Right of Way Closeout						
2.1	Coordination with PG&E for Easements Associated with Undergrounding of Improvements		32			$ 6,912.00
2.2	Coordination with Caltrans District - 4 Staff, for Documents to be Recorded with the State of California	80	80			$ 34,560.00
2.3	Coordination with Chicago Title Company for Preliminary Title Reports on Parcels within the Project.		60			$ 12,960.00
2.4	Review Preliminary Title Reports prepared by Chicago Title Company to evaluate any additional items unknown as found in Title Reports.		80			$ 17,280.00
2.5	Prepare for recording the Transfer Document No. 58636-1/62689-5, Grant Deed to State of California		20	32		$ 9,280.00
2.6	Coordinate with Caltrans Staff the Recording of - 5 CCUA's and 15 JUA's within the SR-84, Isabel Ave. R-O-W		48	80		$ 22,768.00
2.7	PUE's - Water Treatment Plant, Airport Parcels (2), East & West sides of Isabel Ave. directly North of East Airway and South Side of Airway.		16	28		$ 7,796.00
2.8	Prepare Legal Description for transfer per Section 83 Letter from Caltrans for Items: 60251-1; 58290-3; 58648-1		16	32		$ 8,416.00
2.9	Prepare Quitclaim of Easement from PG&E - 81-081067; 2003692873; 80-196983; P.U.E. Per 20063833815; 8711 O.R. 293;		30	40		$ 12,680.00
2.10	Prepare Plats, Legal Descriptions and Closures for Quitclaim of Road Easements – 8926 O.R. 89; 8728 O.R. 437; 8557 O.R. 409; 80-202518;		24	32		$ 10,144.00
2.11	Update and record PG&E Easement for Underground Utilities Crossing Lot "D" – Parcel Map - No. 4847, Bk. 165 PM Pg. 59		10	16		$ 4,640.00
2.12	Preparation of the two - 10 foot wide Encroachment Permits crossing Isabel at Rickenbacker Circle (North).		16	28		$ 7,796.00
2.13	Prepare Plat, Legal Description and closure for Quitclaim of 10 foot wide PUE Crossing Lot "D" – Parcel Map - No. 4847, Bk. 165 PM Pg. 59, East Side of SR-84, Isabel Blvd.		12	20		$ 5,692.00
2.14	Update and Finalize Plat, Legal Description and closure for Easement for PUE, Slope and Landscape Easement along South Side of Airway Blvd.		10	16		$ 4,640.00
2.15	Prepare Easement for I-E Access and Wall Maintenance Easement along North Side of Airway Blvd.		10	16		$ 4,640.00
2.16	Prepare Easement for I-E Access and Wall Maintenance Easement along South Side of Airway Blvd., West Side of SR-84 - Isabel Ave.		10	16		$ 4,640.00
2.17	Prepare Easement for Public Utilities and Street Sidewalk Easement along East Side of SR-84, Isabel Avenue, South of East Airway Blvd.		10	16		$ 4,640.00
2.18	Prepare PG&E - 5 - PUE's for undergrounded improvements along the East Side & West Side of SR-84, Isabel Ave. along East Airway Blvd. and Branson Way		20	32		$ 9,280.00
2.19	City to assist Coordination with Staff at Zone 7 for Water Turnout Site, North-West Side of SR-84, Isabel Ave. at the interchange.		12	20		$ 5,692.00
2.20	Coordinate with Caltrans Team on whether 10' wide PUE per Doc. No 2010135552 should be a JUA, Prepare Plat, Legal Description and Closure for recording		16	20		$ 6,556.00
2.21	Update and Finalize Record Right of Way Maps with all recorded documents for the State of California - Project No. R-10217		48	80		$ 22,768.00
						$ -
	Subtotal Hours {Interwest Staff} Task #2	*80*	*580*	*524*	*0*	*1,184*
	Subtotal Fee Task #2	*$17,280*	*$125,280*	*$81,220*	*$0*	*$223,780*

EXHIBIT A

ATTACHMENT B (CONTINUED)

FEE SCHEDULE

(SR 84) Isabel Avenue / Interchange and Airway Blvd/I-580 interchange Right of Way Closeout - Project No. TI199238)

City of Livermore

Task #3 - (SR 84) Isabel Ave/I-580 Interchange to Portola Ave/I-580 Overcrossing Right of Way Closeout						
3.1	Coordination with PG&E for Easements Associated with Undergrounding of Improvements		32			$ 6,912.00
3.2	Coordination with Caltrans District - 4 Staff, for Documents to be Recorded with the State of California	32	32			$ 13,824.00
3.3	Coordination with Chicago Title Company for Preliminary Title Reports on Parcels within the Project.		32			$ 6,912.00
3.4	Review Preliminary Title Reports prepared by Chicago Title Company to evaluate any additional items unknown as shown in Title Reports.		60			$ 12,960.00
3.5	Prepare for recording the Transfer Document No. 62689, Grant Deed to State of California		12	20		$ 5,692.00
3.6	Prepare Legal Descriptions and closures for transfer per Section 83 Letter from Caltrans for Items: 58625-1; 58626-1; 58635-1; 58647-1;		24	40		$ 11,384.00
3.7	Coordinate with Caltrans Staff the Recording of - 3 CCUA's and 3 JUA's within the SR-580 R-O-W		28	60		$ 15,348.00
3.8	Quitclaim of Water Line Easement in Constitution Drive – PER Doc. 99-353867		8	16		$ 4,208.00
3.9	Vacation of a portion of 55' wide Utility Easement Per Doc. No. 8719 O.R. 159		16	32		$ 8,416.00
3.10	Quitclaim of a portion of PG&E easement Per Doc. No. 8711 O.R. 293		16	32		$ 8,416.00
3.11	Quitclaim of a portion of PG&E easement Per Doc. No. 8711 O.R. 289		16	32		$ 8,416.00
3.12	Record New PG&E Easement over 19 foot wide area vacated by Doc No. 2005-299425, on BART Parcel coordinate with BART Team.		24	20		$ 8,284.00
3.13	Record New PG&E Easement over 19 foot wide area vacated by Doc No. 2005-299425, for City Property		8	20		$ 4,828.00
3.14	Update Plat, Legal Description and Closure for Quitclaim of a portion of Private Utility Easement at West Side Shea Center Drive.		8	20		$ 4,828.00
3.15	Update Plat, Legal Description and Closure for Quitclaim of a portion of Sidewalk Easement at West Side Shea Center Drive		8	20		$ 4,828.00
3.16	Update Plat, Legal Description and Closure for Quitclaim of a portion of Private Landscape Easement at West Side Shea Center Drive.		8	20		$ 4,828.00
3.17	Update Plat, Legal Description and Closure for Quitclaim of a portion of 25' Private Landscape Easement at East Side Shea Center Drive.		8	20		$ 4,828.00
3.18	Update Plat, Legal Description and Closure for Quitclaim of a portion of 15' Storm Drainage Easement at East Side Shea Center Drive.		8	20		$ 4,828.00
3.19	Update Plat, Legal Description and Closure for Quitclaim of a portion of 15' Public Utility Easement at East Side Shea Center Drive.		8	20		$ 4,828.00
3.20	Update Plat, Legal Description and Closure for Quitclaim of a portion of 15' Sidewalk Easement at East Side Shea Center Drive.		8	20		$ 4,828.00
3.21	Prepare Plat, Legal Description and Closure for Quitclaim of 10 foot wide Sprint Easement per Doc. No. 86-173999.		20	40		$ 10,520.00
3.22	Prepare Plat, Legal Description and Closure for Quitclaim of old Sprint Easement, West of Portola Ave.; Prepare Plat, Legal Description and Closure for New Easement for Sprint per City of Livermore.		28	48		$ 13,488.00
3.23	Update an Finalize Record Right of Way Maps with all recorded documents for the State of California - Project No. R-10216		40	80		$ 21,040.00
						$ -
	Subtotal Hours Task #3	*32*	*452*	*580*	*0*	*1064*
	Subtotal Fee Task #3	*$6,912*	*$97,632*	*$89,900*	*$0*	*$194,444*
Task #4 - Airway Blvd./I-580 Interchange Right of Way Closeout						
4.1	Coordination with Caltrans District - 4 Staff, for Documents to be Recorded with the State of California	20	20			$ 8,640.00
4.2	Coordination with Chicago Title Company for Preliminary Title Reports on Parcels within the Project.		24			$ 5,184.00
4.3	Review Preliminary Title Reports prepared by Chicago Title Company to evaluate any additional items unknown as shown in Title Reports.		40			$ 8,640.00
4.4	Resolve Boundary Questions on Record ROW Map, South side of SR-580 at Airway ROW.		8	20		$ 4,828.00
4.5	Update and Coordinate with Caltrans R-O-W Team, Legal Description and Transfer of Parcel 57924 by Grant Deed from the City of Livermore to the State of California		20	28		$ 8,660.00
4.6	Update and Finalize Wall Maintenance Easement at the South-West Corner of the overcrossing		10	20		$ 5,260.00
4.7	Update and Finalize Ingress-Egress Easement at the South-West Corner of the overcrossing		10	20		$ 5,260.00
4.8	Update and Finalize Wall Maintenance Easement at the North-East Corner of the Airway Blvd. and Kitty Hawk Road intersection		10	20		$ 5,260.00
4.9	Update and Finalize the JUA for the AT&T Easement from the East Side of Airway Blvd./Kitty Hawk Road West through to intersection and Off-Ramp to the City Golf Course Parcel.		10	20		$ 5,260.00
4.10	Update and Finalize the Vacation of Public Utility & Landscape Easement along Southerly side of Constitution Drive		10	20		$ 5,260.00
4.11	Update and Finalize RECORD RIGHT OF WAY MAPPING with all recorded documents for State of California (Record Map R-10628).		24	60		$ 14,484.00
4.12	As Directed Services					$ 53,830.00
	Subtotal Hours Task #4	*20*	*186*	*208*	*0*	*414*
	Subtotal Fee Task #4	*$4,320*	*$40,176*	*$32,240*	*$0*	*$130,566*
	Total Hours Per Person *{Interwest Staff}*	292	1,238	1,312	48	2,890
	Total Fee	$63,072.00	$267,408.00	$203,360.00	$4,464.00	***$ 592,134***
					Total Fee (Rounded)	***$ 592,000***

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ATTACHMENT C
Hourly Rate Schedule

Effective July 2024

Beginning on the first anniversary of the Effective Date of the Agreement and annually thereafter, the hourly rates listed below shall be automatically increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI"). Such an increase shall not exceed 3% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5
Engineering					
Principal in Charge	$ 255.00	$ 263.00	$ 271.00	$ 279.00	$ 287.00
Principal Engineer	$ 230.00	$ 237.00	$ 244.00	$ 251.00	$ 259.00
City Surveyor	$ 220.00	$ 227.00	$ 234.00	$ 241.00	$ 248.00
City Engineer	$ 225.00	$ 232.00	$ 239.00	$ 246.00	$ 253.00
Project Manager	$ 210.00	$ 216.00	$ 222.00	$ 229.00	$ 236.00
Senior Traffic Engineer	$ 200.00	$ 206.00	$ 212.00	$ 218.00	$ 225.00
Traffic Engineer III	$ 190.00	$ 196.00	$ 202.00	$ 208.00	$ 214.00
Traffic Engineer II	$ 180.00	$ 185.00	$ 191.00	$ 197.00	$ 203.00
Traffic Engineer I	$ 170.00	$ 175.00	$ 180.00	$ 185.00	$ 191.00
Traffic Engineering Associate II	$ 160.00	$ 165.00	$ 170.00	$ 175.00	$ 180.00
Traffic Engineering Associate I	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
Transportation Engineer	$ 210.00	$ 216.00	$ 222.00	$ 229.00	$ 236.00
Supervising Engineer	$ 205.00	$ 211.00	$ 217.00	$ 224.00	$ 231.00
Senior Engineer	$ 200.00	$ 206.00	$ 212.00	$ 218.00	$ 225.00
Licensed Land Surveyor	$ 190.00	$ 196.00	$ 202.00	$ 208.00	$ 214.00
Engineering Associate III	$ 160.00	$ 165.00	$ 170.00	$ 175.00	$ 180.00
Engineering Associate II	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
Engineering Associate I	$ 140.00	$ 144.00	$ 148.00	$ 152.00	$ 157.00
Survey Technician	$ 130.00	$ 134.00	$ 138.00	$ 142.00	$ 146.00
Senior Engineering Technician	$ 130.00	$ 134.00	$ 138.00	$ 142.00	$ 146.00
Engineering Technician III	$ 130.00	$ 134.00	$ 138.00	$ 142.00	$ 146.00
Engineering Technician II	$ 115.00	$ 118.00	$ 122.00	$ 126.00	$ 130.00
Engineering Technician I	$ 105.00	$ 108.00	$ 111.00	$ 114.00	$ 117.00
Student Trainee	$ 50.00	$ 52.00	$ 54.00	$ 56.00	$ 58.00
Grading Plans Examiner	$ 165.00	$ 170.00	$ 175.00	$ 180.00	$ 185.00
Building Safety Services					
Certified Building Official	$ 165.00	$ 170.00	$ 175.00	$ 180.00	$ 185.00
Licensed Plan Review Engineer (structural, civil, electrical, mechanical) / Architect	$ 160.00	$ 165.00	$ 170.00	$ 175.00	$ 180.00
Supervising Structural Engineer	$ 200.00	$ 206.00	$ 212.00	$ 218.00	$ 225.00
Senior Structural Engineer	$ 185.00	$ 191.00	$ 197.00	$ 203.00	$ 209.00
Senior Plans Examiner	$ 145.00	$ 149.00	$ 153.00	$ 158.00	$ 163.00
CASp	$ 135.00	$ 139.00	$ 143.00	$ 147.00	$ 151.00
Inspector III	$ 115.00	$ 118.00	$ 122.00	$ 126.00	$ 130.00
Inspector II	$ 105.00	$ 108.00	$ 111.00	$ 114.00	$ 117.00
Inspector I	$ 95.00	$ 98.00	$ 101.00	$ 104.00	$ 107.00
Permit Technician	$ 80.00	$ 82.00	$ 84.00	$ 87.00	$ 90.00
Fire Protection Engineer	$ 160.00	$ 165.00	$ 170.00	$ 175.00	$ 180.00
Senior Fire Plans Examiner	$ 135.00	$ 139.00	$ 143.00	$ 147.00	$ 151.00

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EXHIBIT A

	2025 Year 1	2026 Year 2	2027 Year 3	2028 Year 4	2029 Year 5
Fire Plans Examiner / Fire Inspector	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
ICC Building Plans Examiner	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
Senior Code Enforcement Officer	$ 140.00	$ 144.00	$ 148.00	$ 152.00	$ 157.00
Code Enforcement Officer	$ 130.00	$ 134.00	$ 138.00	$ 142.00	$ 146.00
Trainee	$ 75.00	$ 77.00	$ 79.00	$ 81.00	$ 83.00
Construction Management					
Construction Manager	$ 180.00	$ 185.00	$ 191.00	$ 197.00	$ 203.00
Assistant Construction Manager	$ 160.00	$ 165.00	$ 170.00	$ 175.00	$ 180.00
Supervising Public Works Observer	$ 175.00	$ 180.00	$ 185.00	$ 191.00	$ 197.00
Senior Public Works Observer	$ 170.00	$ 175.00	$ 180.00	$ 185.00	$ 191.00
Public Works Observer III	$ 160.00	$ 165.00	$ 170.00	$ 175.00	$ 180.00
Public Works Observer II	$ 145.00	$ 149.00	$ 153.00	$ 158.00	$ 163.00
Public Works Observer I	$ 130.00	$ 134.00	$ 138.00	$ 142.00	$ 146.00
Real Estate					
Supervising Corporate Broker	$ 260.00	$ 268.00	$ 276.00	$ 284.00	$ 293.00
Senior Project Manager	$ 200.00	$ 206.00	$ 212.00	$ 218.00	$ 225.00
Project Manager	$ 180.00	$ 185.00	$ 191.00	$ 197.00	$ 203.00
Senior Acquisition/Relocation Agent	$ 140.00	$ 144.00	$ 148.00	$ 152.00	$ 157.00
Acquisition/Relocation Agent	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
ROW Technician	$ 115.00	$ 118.00	$ 122.00	$ 126.00	$ 130.00
ROW Coordinator	$ 100.00	$ 103.00	$ 106.00	$ 109.00	$ 112.00
Administrative Support	$ 80.00	$ 82.00	$ 84.00	$ 87.00	$ 90.00
Landscape Design Review Services					
Project Manager	$ 185.00	$ 191.00	$ 197.00	$ 203.00	$ 209.00
Senior Landscape Design Reviewer	$ 165.00	$ 170.00	$ 175.00	$ 180.00	$ 185.00
Landscape Design Reviewer	$ 150.00	$ 155.00	$ 160.00	$ 165.00	$ 170.00
Landscape Maintenance Inspector	$ 130.00	$ 134.00	$ 138.00	$ 142.00	$ 146.00
Landscape Field Supervisor	$ 130.00	$ 134.00	$ 138.00	$ 142.00	$ 146.00
Planning Services					
Community Development Director	$ 220.00	$ 227.00	$ 234.00	$ 241.00	$ 248.00
Planning Manager	$ 190.00	$ 196.00	$ 202.00	$ 208.00	$ 214.00
Project Manager	$ 200.00	$ 206.00	$ 212.00	$ 218.00	$ 225.00
Principal Planner	$ 180.00	$ 185.00	$ 191.00	$ 197.00	$ 203.00
Senior Planner	$ 165.00	$ 170.00	$ 175.00	$ 180.00	$ 185.00
Associate Planner	$ 135.00	$ 139.00	$ 143.00	$ 147.00	$ 151.00
Assistant Planner	$ 110.00	$ 113.00	$ 116.00	$ 119.00	$ 123.00
Planning Technician	$ 90.00	$ 93.00	$ 96.00	$ 99.00	$ 102.00
Administrative					
Grant Manager	$ 165.00	$ 170.00	$ 175.00	$ 180.00	$ 185.00
Grant Writer	$ 155.00	$ 160.00	$ 165.00	$ 170.00	$ 175.00
Management Analyst II	$ 125.00	$ 129.00	$ 133.00	$ 137.00	$ 141.00
Management Analyst I	$ 115.00	$ 118.00	$ 122.00	$ 126.00	$ 130.00
Senior Administrative	$ 115.00	$ 118.00	$ 122.00	$ 126.00	$ 130.00
Administrative III	$ 100.00	$ 103.00	$ 106.00	$ 109.00	$ 112.00
Administrative II	$ 90.00	$ 93.00	$ 96.00	$ 99.00	$ 102.00
Administrative I	$ 75.00	$ 77.00	$ 79.00	$ 81.00	$ 83.00

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EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $2,000,000 per occurrence/**$4,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$1,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability."
4. Professional Liability/Errors and Omissions:
   $2,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

1. The City of Livermore, its officers, officials, employees, and designated

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

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.9**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing execution of an agreement with Chrisp Company for on-call signing and striping maintenance services in an amount not-to-exceed $1,000,000 and a term ending December 31, 2031.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute an Agreement for Services with Chrisp Company for on-call signing and striping maintenance services in an amount not-to-exceed $1,000,000 and a term ending December 31, 2031.

DECISION TYPE

Administrative

SUMMARY

As part of the annual Miscellaneous Traffic Signing and Striping projects, Chrisp Company has been helping the City of Livermore (City) to maintain City streets by removing, replacing, and/or installing traffic signs, striping and pavement markings through on-call Agreements for Services. The total amount allowed in the current on-call agreement with Chrisp Company will be exhausted soon. Staff recommends the execution of a new Agreement for Services with Chrisp Company for an amount not-to-exceed $1,000,000 through December 31, 2031.

DISCUSSION

The Livermore Engineering Division published a Request for Proposals (RFP) for on-call signing and striping maintenance services from qualified contractors on November 7, 2025. The City only received one response from Chrisp Company, the City’s current on-call signing and striping contractor.

Over the past ten years, Chrisp Company has been providing on-call signing and striping maintenance services to support the annual Miscellaneous Traffic Signing and Striping projects, as part of the City's Capital Improvements Plan (CIP).

Through the annual Miscellaneous Traffic Signing and Striping projects, Chrisp Company has been helping the City maintain road conditions in Livermore by replacing road signs, striping and pavement markings. In addition, as traffic conditions and the California Manual on Uniform Traffic Control Devices (CAMUTCD) standards change and new traffic laws become effective, existing signing, striping and pavement markings constantly require modifications. Chrisp Company has been helping the City to accommodate the required changes, such as installing red curbs and painted bulb-out curbs in response to Assembly Bill 413, installing high visibility crosswalks and appropriate signages to enhance pedestrian safety, installing bike lane striping, relevant pavement markings and appropriate signages to enhance safety for bicyclists, etc.

City staff have found Chrisp Company's work to be satisfactory as they perform their work efficiently, provide industry and local expertise, and demonstrate rapid and professional responsiveness.

This agreement will allow Chrisp Company to continue providing on-call services for the annual Miscellaneous Traffic Signing and Striping projects with an amount not-to-exceed $1,000,000 over the next five years through December 31, 2031.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for services rendered under this agreement will be derived from Miscellaneous Traffic Signing and Striping (project TC212131) and Miscellaneous Traffic Signing and Striping (project TC202615) in the approved 2025-2030 Capital Improvement Plan. No additional appropriations are required.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

1. Resolution
2. Exhibit A - Chrisp Company Agreement

Prepared by: Juan Tenorio
Assistant Engineer

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 EXECUTION OF AN AGREEMENT WITH CHRISP COMPANY FOR ON-CALL SIGNING AND STRIPING MAINTENANCE SERVICES IN AN AMOUNT NOT TO EXCEED $1,000,000 AND A TERM ENDING DECEMBER 31, 2031

As part of the annual Miscellaneous Traffic Signing & Striping projects, Chrisp Company has been helping the City to maintain City streets by removing, replacing, and/or installing traffic signs, striping and pavement markings through on-call agreements for services. The total amount allowed in the current on-call agreement with Chrisp Company will be exhausted soon. Staff recommends the execution of a new agreement for services with Chrisp Company for an amount not to exceed $1,000,000 through December 31, 2031.

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

1. Authorizes the City Manager to execute an Agreement for Services with Chrisp Company, attached hereto as Exhibit A, for on-call signing and striping maintenance services, in an amount not to exceed $1,000,000 for a term ending December 31, 2031.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – Chrisp Company Agreement

Docusign Envelope ID: E33328E2-1D3D-4AC0-847E-24F604844E23

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 Chrisp Company ("Contractor"), a(n) California Corporation.

RECITALS

City requires services to provide pavement striping, legends, and markers, along with installation of traffic signs.

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: E33328E2-1D3D-4AC0-847E-24F604844E23

(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 Juan Tenorio ("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: E33328E2-1D3D-4AC0-847E-24F604844E23

(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: E33328E2-1D3D-4AC0-847E-24F604844E23

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: E33328E2-1D3D-4AC0-847E-24F604844E23

(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: E33328E2-1D3D-4AC0-847E-24F604844E23

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 05/11/2026, and terminates upon the completion of the Services or 12/31/2031, 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 $1,000,000.00 ("not-to-exceed amount").

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

Docusign Envelope ID: E33328E2-1D3D-4AC0-847E-24F604844E23

(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: E33328E2-1D3D-4AC0-847E-24F604844E23

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.

Docusign Envelope ID: E33328E2-1D3D-4AC0-847E-24F604844E23

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

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

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

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

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

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

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

Docusign Envelope ID: E33328E2-1D3D-4AC0-847E-24F604844E23

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

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

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

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

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

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

Docusign Envelope ID: E33328E2-1D3D-4AC0-847E-24F604844E23

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

35. Construction of Language.

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

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

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

Docusign Envelope ID: E33328E2-1D3D-4AC0-847E-24F604844E23

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: Juan Tenorio
City of Livermore / Community Development
1052 South Livermore Avenue
Livermore, CA, 94550
jtenorio@livermoreca.gov

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

TO CONTRACTOR: Attention: Mark Chrisp
Chrisp Company
43650 Osgood Road
Fremont, CA, 94539
United States
Email:mchrisp@chrispco.com

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

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

Docusign Envelope ID: E33328E2-1D3D-4AC0-847E-24F604844E23

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

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

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

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

****

Signatures and Exhibit List on the Next Page

EXHIBIT A

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

CONTRACTOR: **Dated:**

Signed by:
Mark Chrisp
D634937DD43143B...

4/14/2026 | 11:58 AM PDT

Mark Chrisp
Vice President

CITY OF LIVERMORE: **Dated:**

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F657157042...

Deputy/Assistant/Senior Assistant/City Attorney

APPROVED AS TO INSURANCE:

DocuSigned by:
Jas Sidhu
A5F7D345BB6A748A...

Risk Manager/Analyst

Exhibits:

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

Docusign Envelope ID: E33328E2-1D3D-4AC0-847E-24F604844E23

EXHIBIT A
Scope of Work

Scope of Work Description

The City of Livermore, Transportation Engineering Division manages a variety of transportation projects. From time to time, the city retains private services to remove and/or install traffic signage and pavement markings. These services typically include, but are not limited to, the following tasks:

Contractor/Vendor Responsibilities

1. Furnishing and installing traffic striping, legends, pavement markers and traffic signage. Pavement striping and markings shall conform with the latest Section 84 of the Caltrans State Specifications. Retroreflective pavement markers shall conform to the provisions of Section 81-3.02C, “Retroreflective Pavement Markers” of the State Specifications. Pavement markers shall be placed using hot melt bitumen adhesive and shall conform to Section 81-3.02D “Hot Melt Bituminous adhesives” of the State Specifications. Two-way reflective blue fire hydrant markers shall be placed in conformance with City of Livermore Standard Construction Detai1 W-1 B.
2. Removal of traffic striping, legends, and markings. Legends, striping and markers are to be removed in conformance with Section 81-8.03B, “Remove Pavement Markers” of the State Specifications and shall be removed by grinding or other city approved method. All removed traffic stripes and pavement markings and excess material shall become the property of the CONTRACTOR and shall be disposed of in a legal and proper manner. Removal and disposal of existing traffic markings and excess material shall conform to Section 15, “Existing Facilities” of the Caltrans Standard Specifications and as specified herein.
3. The CONTRACTOR shall conduct his/her work so as not to damage existing pavement and public improvements to remain. Any resultant damage determined to be excessive by the city shall be repaired by the CONTRACTOR at his/her sole expense.
4. Damage to the pavement resulting from removal of pavement markers shall be considered as a depression more than 1/4 inch deep and shall be repaired by the CONTRACTOR by filling the depression with hot melt bituminous adhesive to the satisfaction of the City.
5. Where blast cleaning is used for the removal of traffic stripes and pavement markings, the residue shall be removed immediately alter contact between the blast media and the surface being treated. Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation.
6. Where removal of traffic stripes and markings is done by grinding or media blasting methods, the affected pavement surface shall be completely covered by applying asphaltic emulsion conforming to Section 94 of the Caltrans Standard Specifications.

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7. If stop bars, crosswalks, centerline, and lane lines are not re-established the same day as they are removed, the CONTRACTOR shall use temporary reflective markers for temporary delineation.
8. Traffic signs furnished and installed per Caltrans Standards and City Standard Construction Detail ST-17. See bid detail for specific signs.
9. Contractor shall furnish and install Rectangular Rapid Flashing Beacon (RRFB) set up per Caltrans Standard Plan ES-7B (Type 1-B Pole – 14' high) and City Standard Specifications Section 344100 - *Traffic signals and Lighting systems.*
10. All work conducted by the CONTRACTOR shall be executed per the City of Livermore Standard Construction Details and Standard Specifications including Division 32, Exterior Improvements, Section 321723 - *Traffic Stripes and Pavement Markings.*

City Project Manager Responsibilities

Manager will submit a Task Order for every on-call work to be performed by contractor indicating the scope of each individual task and schedule.

Deliverables

Deliverables will be determined based on each on-call Task Order.

Schedule & Timeline

Projects will be scheduled based on size of individual Task Order.

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EXHIBIT B
FEE SCHEDULE

The Contractor shall be compensated for the services identified in Exhibits A to this Agreement as follows:

1. **Maximum Not to Exceed amount.**

A. The maximum the Contractor shall be paid on this Agreement is 1,000,000.00 hereafter the Not to Exceed amount. The Not to Exceed amount includes all paymentsto be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work not identified in Exhibit A.

Standard Reimbursable Items: Only the reimbursable items identified shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Reimbursable expenses shall not exceed the amount set forth in section 1.A of this Exhibit.

C. The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the Not to Exceed amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

D. If work is completed before the Not to Exceed amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

2. **Pricing**

Replace with full cost of contract. If multi-year, break down by year (see example below)

Annual Project	FY 2026-27	$200,000
Annual Project	FY 2027-28	$200,000
Annual Project	FY 2028-29	$200,000
Annual Project	FY 2029-30	$200,000
Annual Project	FY 2030-31	$200,000
Total Contract Amount		$1,000,000

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3. **Unit Prices (Bid Detail)**
The Not-to-Exceed amount of this contract shall be 1,000,000.00 to be billed by the contractor on an as-needed basis, based on the unit prices in the following table:

BID DETAIL				
Item No.	Item Description	Estimated Quantity	Unit	Unit Price ($)
1	Detail 4	> 100	LF	$1.25
2	Detail 9	> 100	LF	$2.00
3	Detail 10	1 to 99	LF	$3.20
4	Detail 10	> 100	LF	$3.25
5	Detail 21	> 100	LF	$5.25
6	Detail 22	1 to 99	LF	$6.00
7	Detail 22	> 100	LF	$6.00
8	Detail 23	1 to 99	LF	$6.00
9	Detail 23	> 100	LF	$6.00
10	Detail 25	>100	LF	$3.25
11	Detail 25A	>100	LF	$4.00
12	Detail 26	>100	LF	$1.75
13	Detail 27B	> 100	LF	$3.25
14	Detail 27C	> 100	LF	$2.50
15	Detail 29	1 to 99	LF	$12.00
16	Detail 29	> 100	LF	$12.00
17	Detail 30	> 100	LF	$12.00
18	Detail 32	> 100	LF	$8.75
19	Detail 33	>100	LF	$8.75
20	Detail 37B	>100	LF	$4.25
21	Detail 37C	> 100	LF	$4.25
22	Detail 38	1 to 99	LF	$4.75
23	Detail 38B	1 to 99	LF	$5.00
24	Detail 39	1 to 99	LF	$3.25
25	Detail 39	> 100	LF	$3.25
26	Detail 39A	>100	LF	$3.25
27	Detail 40	>100	LF	$3.25
28	Detail 40A	>100	LF	$3.25
29	Detail 41	>100	LF	$3.25
30	12" White or Yellow Crosswalk or Limit Line	1 to 99	LF	$14.00
31	12" White or Yellow Crosswalk or Limit Line	>100	LF	$11.00
32	12" White or Yellow Crosswalk Hatching	>100	LF	$11.00

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33	8" White or Yellow Thermoplastic	1 to 99	LF	$9.50
34	8" White or Yellow Thermoplastic	>100	LF	$7.50
35	4-inch white lines for parking stalls (Paint)	>100	LF	$3.75
36	Removing and sealing existing pavement marking	>100	SF	$10.00
37	Removal of Markers	>100	LF	$3.25
38	Type I 10' Arrow		Each	$155.00
39	Type I 18' Arrow		Each	$275.00
40	Type I 24' Arrow		Each	$345.00
41	Type II (L) Arrow		Each	$495.00
42	Type II (B) Arrow		Each	$650.00
43	Type III (L) Arrow		Each	$465.00
44	Type III (B) Arrow		Each	$800.00
45	Type IV Arrow		Each	$165.00
46	Type V Arrow		Each	$365.00
47	Type VI Arrow		Each	$465.00
48	Type VII Arrow		Each	$300.00
49	Type VIII Arrow		Each	$400.00
50	Railroad Crossing Symbol		Each	$770.00
51	Disabled Persons Parking Symbol		Each	$475.00
52	Two-Way Blue Reflective Fire Hydrant Marker		Each	$35.00
53	Bike Lane with Arrow Pavement Marking (per City Standard 27A)		SF	$12.00
54	Install Pavement Marking Words (STOP, SCHOOL etc.)		SF	$12.00
55	Install Pavement Marking Numbers (35, 35 etc.)		SF	$12.00
56	Stop Sign - Standard Size		Each	$600.00
57	Pedestrian Crossing Sign - Size 30x30 (W54)		Each	$600.00
58	School Children Crossing Sign - Standard Size (W63)		Each	$675.00
59	Handicap Parking Only Sign - (R99)		Each	$550.00
60	Complete Rectangular Rapid Flashing Beacon (RRFB)		Each	$8,500.00

Docusign Envelope ID: E33328E2-1D3D-4AC0-847E-24F604844E23

Note:

Item: 60 Partial Item: Installation of Rectangular Rapid Flashing Beacon only includes footing and installation only. Excludes RRFB system and pole (RRFB system & pole to be priced at time of request).

Added Mobilization on Work Order(s) totaling less than $5,000 = 1 LS $3,500.

4. **Terms of Payments.** Consultant to submit invoices once work has been completed and verified in the field.

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

City of Livermore
Community Development /Engineering
Attention: Juan Tenorio
1052 South Livermore Avenue
Livermore, CA 94550
Jtenorio@livermoreca.gov
Engineering@livermoreca.gov

Docusign Envelope ID: E33328E2-1D3D-4AC0-847E-24F604844E23

EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $5,000,000 per occurrence/**$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
   $2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
   Statutory limits as required by the State of California including **$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.

Docusign Envelope ID: E33328E2-1D3D-4AC0-847E-24F604844E23

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

Verification of Coverage

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.10**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution approving a request to the Metropolitan Transportation Commission for the allocation of $372,723 from FY 2026-27 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding to the East Avenue Corridor ATP Implementation Project TB202222.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving a request to the Metropolitan Transportation Commission (MTC) for the allocation of $372,723 from FY 2026-27 Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle Project Funding to the East Avenue Corridor ATP Implementation Project TB202222.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore (City) is a recipient of the Transportation Development Act (TDA) Article 3 funding from the Metropolitan Transportation Commission (MTC). The TDA Article 3 funding is available for the exclusive use of pedestrian and bicycle projects and requires the local City Council approve the request for the allocation of TDA Article 3 funding. The East Avenue Corridor Active Transportation Plan (ATP) Implementation Project TB202222 (Project) is a good candidate for this funding.

The Project will upgrade the pedestrian bulb outs and medians installed as part of the 2023 Tactical East Avenue Project and install similar pedestrian improvements at three intersections in the vicinity of the Robert Livermore Community Center. The Project will also designate a bicycle boulevard on roadways through the residential neighborhoods north of East Avenue between School Street and Vasco Road. The proposed bicycle boulevard is identified in the Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan (BB24, BB26, and BB37).

Staff recommends the City Council approve the request to the MTC for the allocation of $372,723 from FY 2026-27 TDA Article 3 funding to the Project. The Project location is shown in Attachment 1.

DISCUSSION

The TDA, Public Utilities Code Sections 99233.3 and 99234, makes funds available in the nine-county MTC region for the exclusive use of pedestrian and bicycle projects. Eligible projects will need to be completed in the allocated time (fiscal year of allocation plus two additional fiscal years), have an appropriate CEQA document, and a signed City Council Resolution. The City has $372,723 of TDA Article 3 funds available to claim for fiscal years 2025-26 and 2026-27. Staff recommends the City Council approve the request to the MTC for the allocation of all available TDA Article 3 funds to the Project.

The Project includes two components:

1. Updating the painted pedestrian bulb outs and ADA ramps at the six intersections improved with the 2023 Tactical East Avenue project and installing similar treatments to three intersections near the Robert Livermore Community Center
2. Completing a bicycle boulevard between School Street and Vasco Road through the neighborhoods north of East Avenue

East Avenue

In 2023, pedestrian improvements consisting of painted curb extensions and medians, high visibility crosswalks, and traffic bollards were installed along East Avenue at intersections with Maple Street, 7th Street, Dolores Street, Jensen Street, Estates Street, and Hillcrest Avenue through the Tactical East Avenue demonstration project. The goal to slow traffic through these intersections and make pedestrian crossings safer and more comfortable has been met. This project will improve on the original design by:

- allowing more turning space for trucks, trailers, buses, and fire trucks without compromising speed reductions for passenger cars
- improving aesthetics and reducing maintenance costs with more durable materials
- providing a clearer separation between the pedestrian and traffic areas at the bulb outs
- updating curb ramps to meet current ADA standards

Similar pedestrian improvements are proposed on East Avenue at Madison Avenue, Almond Avenue, and Loyola Way. A painted crosswalk with a rectangular rapid flashing beacon is proposed at Almond Avenue.

Bicycle Boulevard

Bike boulevards provide continuous, comfortable bike routes through the local street network on streets with slow vehicle speeds and low vehicle volumes. The proposed project will designate a bicycle boulevard on roadways through the residential neighborhoods north of East Avenue between School Street and Vasco Road. The proposed bike boulevard routes are included in the 2018 Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan (BB24, BB26, and BB37). Proposed improvements include:

- painted pedestrian bulb-outs at key intersections
- restriped ladder style crosswalks
- bicycle boulevard signing and marking
- bicyclist wayfinding signs
- striping and signal modification at North Mines Road and Charlotte Way and North Mines Road

and Audry Street to provide two-stage bicycle left turn from North Mines Road bike lanes

The Project is currently at the 65% design phase and construction is tentatively scheduled to begin in winter 2026-27. The project scope and schedule meet the requirements of the TDA Article 3 funds.

This project meets the requirements for a categorical exemption under CEQA. A notice of exemption has been filed with Alameda County.

FISCAL AND ADMINISTRATIVE IMPACTS

The Project is funded in the 2025-30 Capital Improvement Plan with a total of $3,350,000 in Fiscal Years 2025-26 and 2026-27. Funding is from Measure BB-Bike/Pedestrian (Fund 551), Measure BB-Local Street & Road (Fund 552), and Gas Tax (Fund 560). This TDA grant of $372,723 in FY 2026-27 funding will augment the existing budget. Combined, the budget will cover all design and construction costs.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

1. Location Map
2. Resolution
3. Exhibit A - TDA Article 3 Project Application Findings
4. Exhibit B - TDA Article 3 Project Application Form

Prepared by: Bob Vinn
Special Projects Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Project Map



East Avenue ATP Implementation Project TB202222

LIVERMORE CALIFORNIA

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING A REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF $372,723 FROM FY 2026-27 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING TO THE EAST AVENUE CORRIDOR ATP IMPLEMENTATION PROJECT TB202222

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and

WHEREAS, MTC Resolution No. 4108, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

WHEREAS, the City of Livermore desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Exhibit B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the City of Livermore declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code, and furthermore,

BE IT RESOLVED by the City Council of the City of Livermore that there is no pending or threatened litigation that might adversely affect the project or projects described in Exhibit B to this resolution, or that might impair the ability of the City of Livermore to carry out the project; and furthermore,

BE IT RESOLVED by the City Council of the City of Livermore that the City of Livermore attests to the accuracy of and approves the statements in Exhibit A to this resolution; and furthermore,

BE IT RESOLVED by the City Council of the City of Livermore that a certified copy of this resolution and its exhibits, and any accompanying supporting materials

shall be forwarded to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be, of Alameda County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – TDA Article 3 Project Application Findings
Exhibit B – TDA Article 3 Project Application Form

Attachment A

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year FY2026-2027 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

1. That the City of Livermore is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Livermore legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the City of Livermore has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Livermore within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.
10. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).
11. That the City of Livermore agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Attachment B

TDA Article 3 Project Application Form

1. **Agency**	City of Livermore		
2. **Primary Contact**	Bob Vinn		
3. **Mailing Address**	1052 S. Livermore Ave, Livermore CA 94550		
4. **Email Address**	bgvinn@livermoreca.gov	5. **Phone Number**	925.580.8287
6. **Secondary Contact** (in the event primary is not available)	Joanna Liu		
7. **Mailing address** (if different) N/A☐			
8. **Email Address**	xliu@LivermoreCA.gov	9. **Phone Number**	925.960.4556
10. **Send allocation instructions to** (if different from above):			
11. **Project Title**	East Avenue ATP Implementation		
12. **Amount requested**	$372,723	13. **Fiscal Year of Claim**	FY 2026-27

14. **Description of Overall Project:**

This project will enhance the pedestrian improvements made under the Tactical East Avenue demonstration, expand similar improvements to three intersections on East Avenue near the Robert Livermore Community Center, and implement a bicycle boulevard between School Street and Vasco Road through the residential neighborhoods north of

15. **Project Scope Proposed for Funding:** (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

Construction

16. **Project Location:** A map of the project location is attached or a link to a online map of the project location is provided below:

See Attachment 1

Project Relation to Regional Policies (for information only)

17. Is the project in an Equity Priority Community? Yes☐ No☒

18. Is this project in a Priority Development Area or a Transit-Oriented Community? Yes☐ No☒

19. **Project Budget and Schedule**

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completion (month/year)
Bike/Ped Plan	**0**	n/a		n/a
ENV		n/a		May 2026
PA&ED		n/a		n/a
PS&E	-	350,000	350,000	
ROW		n/a		n/a
CON	372,723	3,000,000	3,372,723	
Total Cost	**372,723**	**3,350,000**	**3,722,723**	

Project Eligibility

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee? Yes☒ No☐
If "YES," identify the date and provide a copy or link to the agenda.
If "NO," provide an explanation).

B. Has the project been approved by the claimant's governing body? Yes☒ No☐
If "NO," provide expected date:_May 11, 2026_____

C. Has this project previously received TDA Article 3 funding? Yes☐ No☒
(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? Yes☒ No☐

E. **1.** Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c), Existing Facility? Yes☒ No☐

2. If "NO" above, is the project is exempt from CEQA for another reason? Yes☐ No☐
Cite the basis for the exemption. _____ N/A☐
If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

F. Estimated Completion Date of project (month and year): July, 2027

G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement. Yes☒ No☐

H. Is a Complete Streets Checklist required for this project ? Yes☐ No☒
If the amount requested is over $250,000 or if the total project phase or construction phase is over $250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: https://mtc.ca.gov/planning/transportation/complete-streets

Project Map



East Avenue ATP Implementation Project TB200222

LIVERMORE CALIFORNIA

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.11**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution recommending the Livermore City Council declare Livermore a Vision Zero community and adopting a Vision Zero Action Plan with the clear goal of eliminating traffic fatalities and severe injuries on city streets.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Adopting as policy direction the tenants of Vision Zero with the expressed goal of reducing the number of fatal and serious injury crashes along all roadways under the jurisdiction of the City to zero;
2. Adopting the Livermore Vision Zero Action Plan;
3. Directing City departments, leadership, and staff to share the responsibilities for proactively encouraging and supporting Vision Zero in all facets and aspects of their mission, administration, and service delivery; and
4. Directing the City Manager to:
    a. Develop procedures and programs to further the goals and objectives of Vision Zero and take data-driven actions to achieve zero fatal and serious injury crashes based on available crash data, community input, and the “eight E’s” of engagement: equity, engineering, encouragement, education, enforcement, emergency medical services, and evaluation;
    b. Propose to prioritize funding and availability of staff resources for implementing Vision Zero projects and programs;
    c. Adopt and proactively encourage the application of the Federal Highway Administration’s list of Proven Safety Countermeasures;
    d. Revise design criteria for new and existing roadways to achieve context-appropriate operating speeds while incorporating sustainable, self-enforcing design principles reflecting current best practices in context-sensitive and people-centric design, and prioritizing context-sensitive people-centric judgment over numerical warrants;
    e. Review laws, ordinances, rules, policies, procedures, and regulations for conflictive or contrary language and provide remedy through administrative, collaborative, or legislative action;
    f. Develop and maintain effective partnerships with other agencies, entities, organizations, community groups, and stakeholders to further the goals of and support for Vision Zero; and

g. Provide ongoing evaluation and performance measures and present to City Council on a regular basis a report on the initial and ongoing status of achieving the goal of zero fatal and serious injury crashes.

DECISION TYPE

Administrative

SUMMARY

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, and equitable mobility for all. As of today, nearly 80 communities have formally adopted Vision Zero strategies nationwide. The City of Livermore (City) is a recipient of the FY 24 Safe Streets and Roads for All (SS4A) grant to develop a Vision Zero Action Plan.

The goal of the Livermore Vision Zero Action Plan (Plan) is to establish a transformative approach to transportation safety based on the principle that no loss of life is acceptable. The Plan identifies priority safety issues through data analysis and community input and outlines a coordinated set of strategies to address them. The Plan must be reviewed and updated at a minimum of every five years. In addition, staff expects to prepare annual reports and biennial presentations to City Council to track progress toward reducing and eliminating traffic fatalities and serious injuries.

Staff recommends the Livermore City Council declare Livermore a Vision Zero community and adopt a Vision Zero Action Plan with the clear goal of eliminating traffic fatalities and severe injuries on City streets. A Letter from the Mayor to all the residents is included in Attachment 1 and will be inserted in the Final Vision Zero Action Plan.

DISCUSSION

According to data from the National Highway Traffic Safety Administration, each year, approximately 40,000 people are killed in traffic collisions in the United States. In a study comparing 19 peer nations, the Center for Disease Control and Prevention found that the United States has the highest traffic death rate per person.

From 2020 to 2024 in Livermore, 14 people were killed in 11 fatal crashes on City streets, and 48 people suffered life-changing injuries in 46 severe-injury crashes. Victims included two pedestrians and one bicyclist who died, along with 12 pedestrians and seven bicyclists who were seriously injured. The leading causes of these fatal and severe crashes were unsafe speed, driving under the influence, and motorists failing to yield the right of way.

One death or serious injury on City streets is one too many, and City and departmental leadership are dedicated to strategies that aim to reduce and eliminate deaths and serious injuries on City streets.

The Federal Highway Administration (FHWA) has committed to eliminating fatalities and serious injuries on the nation’s roadways using a data-driven interdisciplinary approach modeled after Vision Zero, followed by the California Department of Transportation (Caltrans), who has adopted the goal of moving toward zero deaths with a focus on using proven effective strategies and countermeasures.

Vision Zero is a public health-based traffic safety strategy with a vision of reducing and eventually eliminating traffic deaths and serious injuries, using a data driven multi-disciplinary and Safe System Approach, that also increases safe, healthy equitable mobility for all.

The Federal Highway Administration identifies six principles that form the basis of the Safe System Approach: deaths and serious injuries are unacceptable, humans make mistakes, humans are vulnerable, responsibility is shared, safety is proactive, and redundancy is crucial.

Vision Zero recognizes that while human error will always occur, a combination of engineering, education and enforcement measures can reduce the likelihood of human error and reduce the consequences of error, and therefore, reduce collisions leading to death or severe injuries.

Since its adoption by New York City in 2014, Vision Zero has gained significant momentum across the United States. Today, major cities such as Chicago, Seattle, San Francisco, and Los Angeles, along with many mid-sized and smaller communities, have adopted Vision Zero as a framework for improving roadway safety.

Development of the Plan is funded by the Federal Highway Administration (FHWA). Plan development began in September 2025, immediately after the execution of the grant funding agreement. The project team, made up of City staff and consultants, collected historical collision data, conducted extensive community outreach, identified high injury network and high collision profiles, and recommended implementable action plans and safety projects that are suitable for future SS4A, Highway Safety Improvement Program (HSIP) and other safety-related grant opportunities.

Community and stakeholder input was vital to the development of the Plan. To engage the community and stakeholders, the project team conducted several virtual and in-person meetings, as well as a youth-focused workshop at Livermore High School to engage students who are new or future drivers. In addition, project flyers were posted in downtown kiosks, the local newspaper, and City social media platforms, and were distributed to school parents through district-wide email blasts. Feedback and comments were received through outreach meetings and nearly 626 comments were received through the project website between December 2025 and February 2026.

A total of 13 high collision corridors and 12 collision profiles were developed based on the fatality and severe injury collision data between 2020 and 2024. The high collision corridors are shown in Attachment 2, and the collision profiles are listed below. More details are included in the Plan.

- Profile 1: Address collisions near the school zones
- Profile 2: Address collisions between age group 20-39
- Profile 3: Address collisions that occurred at Non-Signalized Intersections
- Profile 4: Reduce collisions on 25mph streets
- Profile 5: Address collisions that occurred at Signalized Intersections
- Profile 6: Reduce Nighttime collisions
- Profile 7: Reduce Broadside collisions
- Profile 8: Address Motorcycle collisions
- Profile 9: Address Pedestrian collisions
- Profile 10: Address driving under the influence (DUI)
- Profile 11: Reduce Unsafe Speed collisions
- Profile 12: Address Bicycle collisions

In addition, this Plan also recommends the following six (6) projects that are aligned with the Federal Highway Administration's list of Proven Safety Countermeasures and suitable for future SS4A, HSIP and other safety-related grant opportunities. More details are included in the Plan.

- Project 1: First Street-Holmes Street corridor safety improvements
- Project 2: Bike safety improvements and gap closures
- Project 3: Pedestrian and Bicycle Safety Improvements
- Project 4: Improve signalized intersections with protected left turns
- Project 5: Citywide Street Light inventory and improvements
- Project 6: Citywide Sign improvements

FISCAL AND ADMINISTRATIVE IMPACTS

Eighty percent of the funding for developing the Plan will be derived from the SS4A grant. The remaining twenty percent of the funding has already been funded with Measure BB Street/Road operational funds (Fund 552) as part of the approved FY 2025-27 Operating Budget. The proposed safety improvements in the Plan will be programmed and implemented as part of the City's Capital Improvement Program.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

1. Letter from the Mayor
2. High Collision Network
3. Resolution
4. Exhibit A - Livermore Vision Zero Action Plan

Prepared by: Joanna Liu
Senior Transportation Engineer

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

CITY OF
LIVERMORE
CALIFORNIA

To the Residents of Livermore,

The City of Livermore is committed to creating a transportation system where everyone can travel safely, whether walking, bicycling, using electric bikes or scooters, driving, taking transit, or using other forms of mobility. Through the Livermore Vision Zero Action Plan (VZAP), the City has established a clear and ambitious goal: eliminating traffic fatalities and severe injuries on Livermore's roadways by creating safe streets for all.

Livermore is a vibrant and growing community, with active neighborhoods, thriving schools, a lively downtown, and a transportation network that connects residents to parks, regional trails, employment centers, and destinations throughout the Tri-Valley. Each day, residents use our streets and sidewalks to get to school, commute to work, access transit services such as ACE and regional bus connections, and enjoy the many amenities that make Livermore a special place to live and work. The City strives to support safe travel for people of all ages and abilities.

The Vision Zero Action Plan builds upon the City's ongoing safety initiatives, including Livermore's Local Roadway Safety Plan and Safe Routes to School efforts. Using data-driven analysis, community input, and best practices in roadway design, this plan identifies strategies to facilitate safety measures at strategic locations across our transportation network.

Achieving Vision Zero will require a coordinated and sustained effort. The City will continue to collaborate with legislators, partner with law enforcement, enhance street design and pedestrian crossings, and prioritize speed management and enforcement. The City will also focus on expanding community education and outreach programs that encourage responsible behavior among all modes of mobility. Our shared success will depend upon strong partnerships with community organizations, schools, businesses, and residents.

This plan reflects the voices of the Livermore community and represents a shared commitment to protecting lives and enhancing quality of life throughout our City. Together, we can create a transportation system that is safe, accessible, and welcoming for everyone.

Thank you to everyone who contributed their time and feedback during the development of this plan. We look forward to continuing this important work together and building a safe Livermore for generations to come.

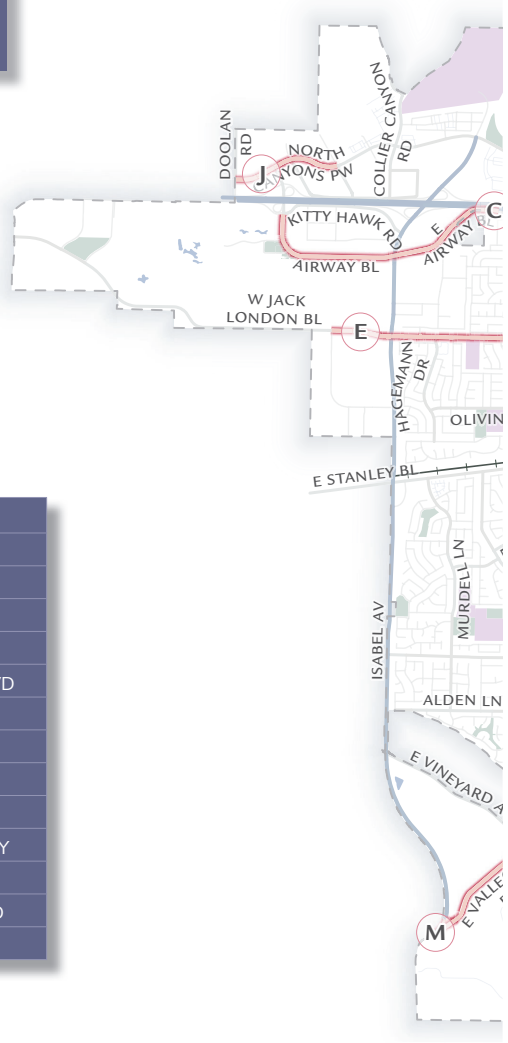
Sincerely,

John Marchand

Mayor John Marchand
City of Livermore

The map illustrates the 13 corridors on the high-injury network based on KSI collisions in the City of Livermore.

Rank	Corridors
A	VASCO RD
B	FIRST ST
C	AIRWAY BLVD
D	EAST AVE
E	JACK LONDON BLVD
F	MURRIETA BLVD
G	FOURTH ST
H	LAS POSITAS RD
I	LIVERMORE AVE
J	N CANYONS PKWY
K	RAILROAD AVE
L	SOUTHFRONT RD
M	VALLECITOS RD





IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THE LIVERMORE CITY COUNCIL DECLARE LIVERMORE A VISION ZERO COMMUNITY AND ADOPTING A VISION ZERO ACTION PLAN WITH THE CLEAR GOAL OF ELIMINATING TRAFFIC FATALITIES AND SEVERE INJURIES ON CITY STREETS

The City of Livermore's Vision Statement is, "We strive to create a safe, healthy, welcoming city for all our diverse community members: residents, visitors, and businesses", and the City of Livermore's Mission Statement is, "We work to enhance the quality of life for Livermore community members by providing safe, accessible public amenities".

In the City of Livermore's 2023-2028 Citywide Strategic Plan, Objective 1 of Goal 10 of the Community Pillar of "A Safe Community That Thrives" is to support ongoing opportunities to enhance the safety and efficiency of City streets for all modes of travel.

In the Circulation Element of the City's 2003-2025 General Plan (as amended July 2014), Goal CIR-1 is to provide safe, efficient, comfortable and convenient mobility for all users.

According to data from the National Highway Traffic Safety Administration, each year, approximately 40,000 people are killed in traffic collisions in the United States. In a study comparing 19 peer nations, the Center for Disease Control and Prevention found that the United States has the highest traffic death rate per person.

Between 2020 to 2024, 14 people died (11 fatal collisions), and 48 suffered severe life-changing injuries (46 severe injury collisions) on the City of Livermore's streets. Among these, two pedestrians and one bicyclist died, and 12 pedestrians and seven bicyclists suffered severe, life-changing injuries. The most common primary collision factor for crashes, where people were killed or seriously injured, was traveling at unsafe speed, driving under the influence, followed by failure of motorist to yield the right of way.

One death or serious injury on City streets is one too many, and City and departmental leadership are dedicated to strategies that aim to reduce and eliminate deaths and serious injuries on City streets.

The Federal Highway Administration (FHWA) has committed to eliminating fatalities and serious injuries on the nation's roadways using a data-driven interdisciplinary approach modeled after Vision Zero, followed by the California Department of Transportation (Caltrans), who has adopted the goal of moving toward zero deaths with a focus on using proven effective strategies and countermeasures.

Vision Zero is a public health-based traffic safety strategy to reduce and eventually eliminate traffic deaths and serious injuries, using a data driven multi-disciplinary and Safe System Approach, that also increases safe, healthy equitable mobility for all.

The Federal Highway Administration identifies six principles that form the basis of the Safe System approach: deaths and serious injuries are unacceptable, humans make mistakes, humans are vulnerable, responsibility is shared, safety is proactive, and redundancy is crucial.

Vision Zero recognizes that while human error will always occur, a combination of engineering, education and enforcement measures can reduce the likelihood of human error and reduce the consequences of error, and therefore, reduce collisions leading to death or severe injuries.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the City Council adopt as policy direction the tenants of Vision Zero with the expressed goal of reducing the number of fatal and serious injury crashes along all roadways under the jurisdiction of the City to zero.

BE IT FURTHER RESOLVED that the City Council adopt the Livermore Vision Zero Action Plan, attached and incorporated herein by reference as Exhibit A.

BE IT FURTHER RESOLVED that City departments, leadership, and staff will strive to proactively encourage and support Vision Zero in the City's mission, administration, and service delivery.

BE IT FURTHER RESOLVED that the City Manager is hereby directed to:

1. Develop procedures and programs to further the goals and objectives of Vision Zero and take data-driven actions to achieve zero fatal and serious injury crashes, based on available crash data, community input, and the "eight E's" of engagement, equity, engineering, encouragement, education, enforcement, emergency medical services and evaluation; and
2. Propose to prioritize funding and availability of staff resources for implementing Vision Zero projects and programs; and
3. Adopt and proactively encourage the application of the Federal Highway Administration's list of Proven Safety Countermeasures; and
4. Revise design criteria for new and existing roadways to achieve context-appropriate operating speeds while incorporating sustainable, self-enforcing design principles, reflecting current best practices in context-sensitive and people-centric design, and prioritizing context-sensitive people-centric judgment over numerical warrants; and
5. Review laws, ordinances, rules, policies, procedures, and regulations for conflictive or contrary language and provide remedy through administrative, collaborative, or legislative action; and

6. Develop and maintain effective partnerships with other agencies, entities, organizations, community groups, and stakeholders to further the goals of and support for Vision Zero; and
7. Provide for ongoing evaluation and performance measurements and present to City Council on a regular basis a report on the initial and ongoing status of achieving the goal of zero fatal and serious injury crashes.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly D. Cilley
City Attorney

Exhibit A – Livermore Vision Zero Action Plan

May 2026

City of Livermore

VISION ZERO ACTION PLAN



Prepared by

TJKM

VISION THAT MOVES YOUR COMMUNITY

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Design & Layout by TJKM Transportation Consultants

Photographs provided by TJKM Transportation Consultants

4305 Hacienda Dr. # 550,
Pleasanton, CA 94588

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TABLE OF CONTENTS

INTRODUCTION	1
WHAT IS A VISION ZERO ACTION PLAN?	2
ABOUT VISION ZERO	4
A CALL TO ACTION TO MAKE LIVERMORE'S STREETS SAFE	10
VISION STATEMENT AND GUIDING PRINCIPLES	18
BUILDING ON EXISTING EFFORTS AND ALIGNING WITH VISION ZERO	20
PEOPLE AT THE CENTER	32
DATA-DRIVEN PROCESS	48
HIGH INJURY NETWORK	68
COUNTERMEASURES TOOLBOX & COLLISION PROFILES	74
RECOMMENDED SAFETY PROJECTS	103
IMPLEMENTABLE ACTIONS	128
VISION ZERO STAKEHOLDER WORK PLAN	148
PARTNERSHIP	150
FUNDING & IMPLEMENTATION	152
FUNDING STRATEGY	154
MONITORING & EVALUATION	156

LIST OF APPENDIX:

Appendix A: Goals and policies of existing planning documents

Appendix B: Public comments with map input data

Appendix C: Collision data and analysis

Appendix D: Countermeasure Toolbox

GLOSSARY



ACS - American Community Survey: a U.S. census survey that helps local officials, community leaders, and businesses understand the changes taking place in their communities

ADT - Average Daily Traffic refers to vehicle traffic volumes

ATP - Active Transportation Plan

BCR - BenefitCcost Ratio: Indicator used to quantify project benefits about project costs

CIP - Capital Improvement Plan

COLLISION DATA - Information collected about collisions, including location, time, causes, and outcomes, is used to identify patterns and recommend safety measures

COLLISION SEVERITY - Defined as the intensity of collisions typically in the following categories: fatal, severe injury, other visible injury, and complaint of pain. These are terms used in the report to address injury collisions

COMPLETE STREETS - Streets designed and operated to enable safe, attractive, and comfortable access and travel for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities

CRF - Crash Reduction Factor: The percentage of the expected effect of a countermeasure or safety project towards reducing collisions

DRIVER BEHAVIOR - Actions and reactions of drivers, which can affect road safety, such as speeding, distracted driving, or driving under the influence

EMS - Emergency Medical Services

FHWA - Federal Highway Administration: the federal agency responsible for managing the nation's highway system, including bridges and tunnels

FIRST HARMFUL EVENT - First event that resulted in injury, fatality, or property damage during a traffic collision

HIGH - INJURY NETWORK (HIN): A network of streets identified through collision data analysis as having the



highest concentration of severe and fatal traffic injuries

KSI - killed (fatal) and severe injury collisions

MANNER OF COLLISION - It describes how the vehicles involved in the collision collided with each other or with other objects, which is the type of collision (e.g. Broadside, rear end)

PEDESTRIAN SAFETY - Measures and design elements aimed at protecting pedestrians from traffic-related injuries and fatalities

PRIMARY CONTRIBUTING FACTOR - Defined as contributing causes of collisions

RRFB - Rectangular Rapid Flashing Beacon

SAFE ROUTES TO SCHOOL (SRTS) - Programs and infrastructure improvements designed to make it safe and easier for children to walk and bike to school

SS4A - Safe streets and roads for all. A federal funding program that provides $5 billion nationwide over five years (2022–2026) to help reduce roadway fatalities

TRAFFIC FATALITY - A death resulting from injuries sustained in a motor vehicle collision

TRAFFIC ENFORCEMENT - Actions taken by law enforcement to promote compliance with traffic laws, including issuing citations for speeding, running red lights, or other violations

VISION ZERO - A strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, and equitable mobility for all

WALKABILITY - The measure of how friendly an area is to walking, considering factors such as the presence and condition of sidewalks, crosswalks, streetlights and overall traffic safety

ZERO TRAFFIC DEATHS - The ultimate goal of vision zero initiatives, is to eliminate fatalities caused by traffic collisions

ACKNOWLEDGEMENT

The development of the City of Livermore Vision Zero Action Plan reflects a collaborative and community-driven effort made possible through the active participation of residents, stakeholders, and partner organizations. The City deeply values the input received through public engagement activities, meetings, and outreach efforts, which played a critical role in shaping a plan that reflects community priorities and addresses local safety needs.

We extend our sincere appreciation to Livermore residents, community organizations, and partner agencies for their thoughtful feedback and meaningful contributions throughout the planning process. We also recognize and thank City of Livermore staff and stakeholders for their ongoing leadership, technical expertise, and coordination, which were essential in aligning the VZAP with existing policies, programs, and ongoing initiatives.

This report is dedicated to the 14 individuals who lost their lives on Livermore's streets between 2020 and 2024. Their loss is a profound reminder that traffic fatalities and serious injuries are preventable, and that every life must be valued and protected.

Note: Throughout this plan, references to the "City" refer to the City of Livermore municipal government.

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

City of Livermore Staff

CITY OF LIVERMORE CALIFORNIA

Joanna X. J. Liu
Senior Transportation Engineer

Kristina Mai
Associate Civil Engineer

Juan Tenorio
Assistant Engineer

Gabriel Sendaydiego
Assistant Engineer

Stakeholder Members

Kaitlyn Harrison, Livermore Community Development Department/Planning Division
James Petersen, Livermore Public Works Department
Judy Erlandson, Livermore Public Works Department
Carl Brown, Livermore Public Works Department
Scott Harrison, Livermore Police Department
Frances Earl, Livermore Community Development Department/Housing & Human Services Division
Jas Sidhu, Livermore Risk Management Division
Ryan Rucker, Livermore-Pleasanton Fire Department
Mathew Fuzie, Livermore Area Recreational and Park District
Cyrus Sheik, Livermore Amador Valley Transit Authority
Kim McNeely, Livermore Valley Joint Unified School District
Michelle Pechette, Livermore Valley Joint Unified School District
Robert Prinz, Bike East Bay
Matt Sollars, Sandia National Laboratory
Michelle Walker-Wade, Sandia National Laboratory
Scott Wilson, Lawrence Livermore National Laboratory
Melissa Poulos, Lawrence Livermore National Laboratory
Andrew Billon, Lawrence Livermore National Laboratory
Kara Klotchman, Livermore Downtown Inc.

TJKM
VISION THAT MOVES YOUR COMMUNITY

Ruta Jariwala
Project Lead

Rutvij Patel
Project Manager

Himangi Mutha
Transportation Planner

Prepared by:

Ruta Jariwala, PE, TE
Professional Civil Engineer & Project Manager,
T J K M Inc.


Downtown Livermore / Transit Center
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Leading distributor
of tires, undercar parts
and lubricants

LEADERSHIP COMMITMENT

PLACEHOLDER FOR THE LETTER FROM THE MAYOR

EXHIBIT A

VISION ZERO POLICY RESOLUTION TO BE PLACES HERE

VISION ZERO POLICY RESOLUTION TO BE PLACES HERE

VISION ZERO POLICY RESOLUTION TO BE PLACES HERE

VISION ZERO POLICY RESOLUTION TO BE PLACES HERE

VISION ZERO STAKEHOLDER GROUP

Reaching the Vision Zero goal requires a coordinated and strategic planning effort to build community consensus and regional support. The development of the City of Livermore Vision Zero Action Plan (VZAP) has been a collaborative endeavor, strengthened by the involvement of a diverse group of stakeholders representing multiple City departments, partner agencies, and organizations.

As part of the City's Vision Zero initiative, a multidisciplinary stakeholder group was convened to bring together a wide range of perspectives and to guide the development of the Action Plan. The active participation of community members through in-person and virtual meetings was essential in ensuring that the Plan is comprehensive, data-driven, and responsive to local needs. The City extends its sincere appreciation to all participants for their valuable input, which played a critical role in shaping the VZAP.

The City of Livermore also thanks the City staff and stakeholders for their continued collaboration and technical support throughout the planning process. Their feedback and expertise were instrumental in aligning the Action Plan with local priorities, adopted policies, and existing programs.

Stakeholder group members include representatives from City departments, local and regional agencies, school districts, transit providers, organizations, and other partner organizations, such as:

Livermore Community Development Planning Division
Livermore Public Works Department
Livermore Police Department
Livermore Community Development Housing &
Human Services Division
Livermore Risk Management Division
Livermore-Pleasanton Fire Department
Livermore Area Recreation and Park District
Livermore Amador Valley Transit Authority
Livermore Valley Joint Unified School District
Bike East Bay
Sandia National Laboratory
Lawrence Livermore National Laboratory
Livermore Downtown Inc.






LAS POSITAS

SAFE STREETS FOR ALL ACTION PLAN REQUIREMENTS

For the City of Livermore, developing a VZAP is a critical first step in pursuing funding through the Safe Streets and Roads for All (SS4A) grant program. The VZAP directly aligns the City's safety goals with the SS4A program's core objective of eliminating roadway fatalities and serious injuries. In addition, the Plan establishes a clear, data-driven, and implementable strategy for achieving these outcomes, demonstrating how Livermore will prioritize projects, apply proven countermeasures, and invest funding where it can have the greatest safety impact. By documenting a comprehensive, data-driven approach to roadway safety, the City of Livermore strengthens its competitiveness for SS4A funding and encourages future investments to focus on the community's most critical, traffic safety needs.

Action Plan Components	Page
Leadership Commitment and Goal Setting	viii,ix, x, xi & Page 10
Planning Structure	xiii, Page 32-37, Page 130-131, Page 148-151, Page 156-157
Safety Analysis	Page 48-72
Engagement and Collaboration	Page 32-47
Policy and Process Changes	Page 4-7, Page 18-19
Strategy and Project Selections	Page 103-127
Progress and Transparency	Page 2-3, Page 128-147
Action Plan Adoption Date	May,2026



INTRODUCTION

The City of Livermore is advancing a bold commitment to improving roadway safety through its Vision Zero Action Plan (VZAP), which establishes a clear direction toward eliminating traffic-related fatalities and serious injuries. This effort reflects Livermore's dedication to protecting its residents' well-being, supporting a high quality of life, and ensuring that its transportation system serves people safely and equitably.

As a growing Tri-Valley community, Livermore's streets support a wide range of daily activities, from students traveling to school and families accessing parks and neighborhoods, to commuters connecting to regional job centers and transit services. With this diversity of users comes a responsibility to design and manage streets that prioritize safety for everyone, regardless of age, ability, or mode of travel.

This Action Plan is grounded in the Safe System approach, which recognizes that people will make mistakes and that the transportation system must be designed to minimize the likelihood of those mistakes resulting in severe outcomes. Rather than placing responsibility solely on individual behavior, this approach emphasizes shared accountability across roadway design, speed management, policies, and education. By addressing both systemic risks and location-specific challenges, Livermore can create a more forgiving and resilient transportation network.

The VZAP identifies priority safety issues through data analysis and community input and outlines a coordinated set of strategies to address them. These strategies focus on improving roadway design, managing speeds, enhancing visibility and accessibility, and strengthening education and outreach efforts. Together, they form a comprehensive framework for reducing risk across the entire transportation system.

While some improvements can be implemented in the near term, achieving lasting change will require continued investment, collaboration, and commitment. This plan serves as both an immediate action guide and a long-term roadmap, positioning Livermore to make meaningful progress toward a future where all roadway users can travel safely and confidently.

WHAT IS A VISION ZERO ACTION PLAN?

A Vision Zero document serves as a roadmap for coordinating efforts across multiple sectors and stakeholders to create safe, more sustainable transportation systems and ultimately achieve the goal of zero traffic fatalities and severe injuries.

A Vision Zero document typically encompasses a comprehensive strategy to eliminate all traffic fatalities and severe injuries while promoting safe, healthy, and equitable mobility for all road users. The specific contents of a Vision Zero document can vary depending on the jurisdiction and the goals of the initiative, but here are some common elements often included:



1

VISION STATEMENT:

A clear and concise statement outlining the ultimate goal of achieving zero traffic fatalities and severe injuries within a specified timeframe.

2

POLICY FRAMEWORK:

A set of guiding principles and policies that prioritize safety and promote a holistic approach to transportation planning, design, and operations.

3

DATA ANALYSIS:

An analysis of collision data to identify high-risk areas, vulnerable road users, contributing factors, and trends in traffic collisions and injuries.

4

GOALS AND OBJECTIVES:

Clear and measurable goals and objectives for reducing traffic fatalities and severe injuries, often broken down by target groups, such as pedestrians, bicyclists, motorists, and public transit users.

5

STRATEGIES AND INTERVENTIONS:

Identifying and prioritizing specific strategies and interventions to improve safety, including engineering, enforcement, education, and evaluation measures. These may include road design improvements, speed management, targeted enforcement campaigns, public awareness campaigns, and policy changes.

6

ACTION PLAN:

A detailed plan outlining how each strategy and intervention will be implemented, including timelines, responsible agencies or departments, and funding sources.

7

PERFORMANCE MEASUREMENT:

Metrics and indicators to track progress towards safety goals, evaluate the effectiveness of implemented interventions, and adjust strategies as needed.

8

STAKEHOLDER ENGAGEMENT:

Strategies for engaging with stakeholders, including government agencies, law enforcement, community organizations, advocacy groups, and the public, to promote collaboration and support for Vision Zero initiatives.

9

EVALUATION AND CONTINUOUS IMPROVEMENT:

Mechanisms for evaluating the impact of Vision Zero interventions and making adjustments based on lessons learned and emerging best practices.

ABOUT VISION ZERO

WHAT IS A VISION ZERO?

"Vision zero is a strategy to eliminate all traffic fatalities and severe injuries while increasing safe, healthy, and equitable mobility for all"

Vision Zero is a heartfelt belief that no one should be killed or seriously injured while traveling along, across, or around our streets and roadways.

VISION ZERO IS A SIGNIFICANT DEPARTURE FROM THE STATUS QUO IN SEVERAL WAYS:

1

Vision Zero acknowledges that traffic deaths and serious injuries are preventable, and it sets a goal of eliminating them in an established period with clear, measurable strategies.

2

Vision Zero starts with the ethical belief that everyone has the right to move safely in their communities. To achieve a safe transportation system, everyone must consider the system as a whole.

3

Vision Zero believes that safe transportation systems and related policies should be designed to prevent inevitable mistakes from resulting in life-altering injuries or death.

4

Vision Zero is a multidisciplinary approach that brings together diverse stakeholders to address the complex problem of traffic safety.

5

It acknowledges that many factors contribute to safe mobility, including roadway design, speed, enforcement, behavior change, technology, and policies, and sets clear strategies to achieve the shared goal of zero fatalities and serious injuries.

This is a fundamental shift from a traditional approach to traffic safety that accepts the loss of life as inevitable and unpreventable. Vision Zero requires a comprehensive approach that seeks to achieve safe roads, safe speeds, safe vehicles, safe road users, and post-crash care.

SAFE SYSTEM = SAFE MOBILITY

TRADITIONAL APPROACH	VISION ZERO
Traffic deaths are **INEVITABLE**	Traffic deaths are **PREVENTABLE**
PERFECT human behavior	Integrate **HUMAN FAILING** in approach
Prevent **COLLISIONS**	Prevent **FATAL AND SEVERE CRASHES**
INDIVIDUAL responsibility	**SYSTEMS** approach
Saving lives is **EXPENSIVE**	Saving lives is **NOT EXPENSIVE**

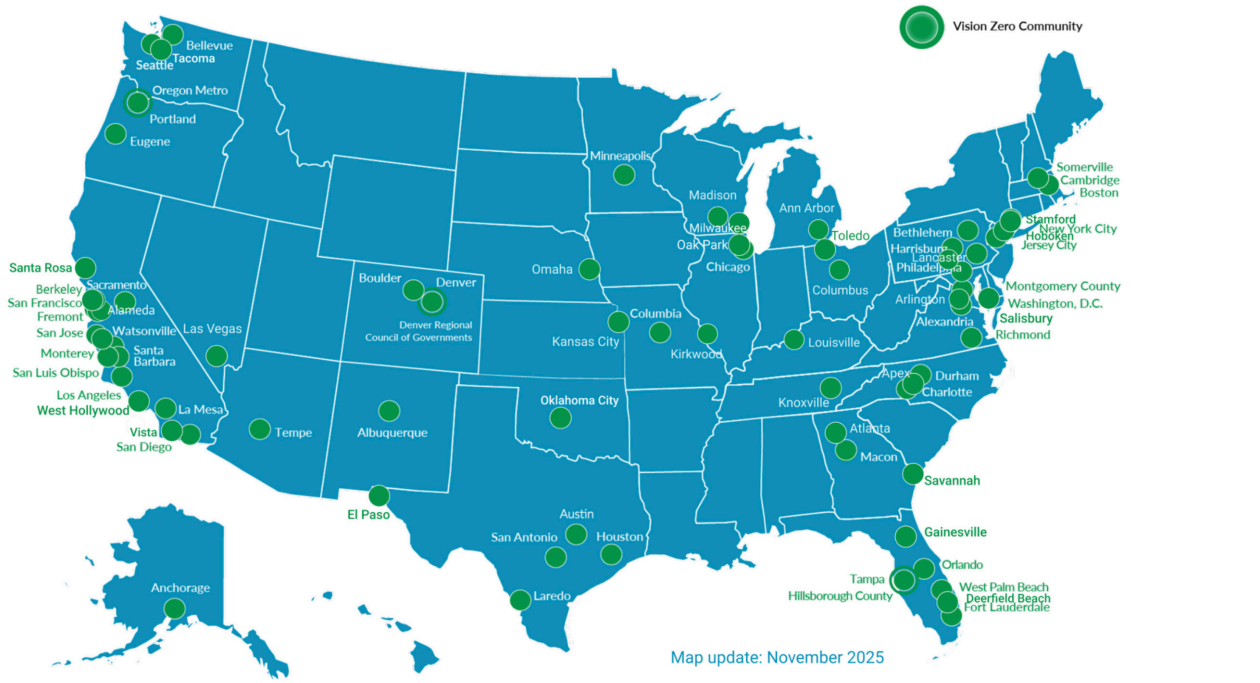
VS



Vision Zero began in Sweden in 1997 establishing a transformative approach to transportation safety based on the principle that no loss of life is acceptable. This framework recognizes that while human error is inevitable, fatalities and serious injuries are preventable through safe system design. Since its adoption by New York City in 2014, Vision Zero has gained significant momentum across the United States. Today, major cities such as Chicago, Seattle, San Francisco, and Los Angeles, along with many mid-sized and smaller communities, have adopted Vision Zero as a framework for improving roadway safety. Overall, nearly 79 communities have formally adopted Vision Zero strategies nationwide.

Early results from leading Vision Zero cities demonstrate the effectiveness of this approach. For example, New York City experienced a measurable decline in traffic fatalities following implementation, including some of the lowest fatality totals on record. These outcomes highlight the value of combining street design improvements, speed management, policy changes, and public education to reduce crash severity and save lives. Today, Vision Zero is widely recognized as a national best practice and is supported by federal initiatives such as the Safe Streets and Roads for All (SS4A) program, providing cities like Livermore with a proven, data-driven framework to advance a proactive and system wide approach to eliminating traffic fatalities and serious injuries.

Cities that have Adopted Vision Zero
(Source: Vision Zero Network)



SAFE SYSTEM APPROACH

Reaching zero deaths requires implementing a Safe System approach, which is founded on the principles that humans make mistakes and that human bodies have limited tolerance to collision impacts. In a Safe System, those mistakes should never lead to death. Applying the Safe System approach involves anticipating human mistakes by designing and managing road infrastructure to keep the risk of a mistake low. When a mistake leads to a collision, the impact on the human body does not result in a fatality or severe injury. Road design and management should encourage safe speeds and manipulate appropriate collision angles to reduce injury severity.

The Safe System approach requires a supporting safety culture that places safety first and foremost in road system investment decisions.

To achieve our zero deaths vision, everyone must accept that fatal and severe injury collisions are unacceptable and preventable.

Six principles form the basis of the Safe System approach:

- Deaths and serious injuries are unacceptable
- Humans make mistakes
- Humans are vulnerable
- Responsibility is shared
- Safety is proactive
- Redundancy is crucial





Committing zero traffic deaths means addressing all aspects of safety through the following five Safe System elements that, together, create a holistic approach with layers of protection for road users:

SAFE ROAD USERS

The Safe System approach addresses the safety of all road users, including those who walk, bike, drive, ride transit, and travel by other modes.

SAFE VEHICLES

Vehicles are designed and regulated to minimize the occurrence and severity of collisions using safety measures that incorporate the latest technology.

SAFE SPEEDS

Humans are unlikely to survive high-speed collisions. Reducing speeds can accommodate human injury tolerances in three ways: reducing impact forces, providing additional time for drivers to stop, and improving visibility.

SAFE ROADS

Designing to accommodate human mistakes and injury tolerances can significantly reduce the severity of collisions that do occur. Examples include physically separating people traveling at different speeds, providing dedicated times for different users to move through a space, and alerting users to hazards and other road users.

POST-CRASH CARE

When a person is injured in a collision, they rely on emergency first responders to quickly locate them, stabilize their injury, and transport them to medical facilities. Post-crash care also includes forensic analysis at the collision site, traffic incident management, and other activities. It can also include healthcare providers sharing anonymized ER (Emergency Room) data on collision victims that may not have been reported to law enforcement with local agencies to better identify collision trends, target audiences for focused community engagement, or address social needs like car seats and bicycle helmets.

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The Safe System approach requires a **SUPPORTING SAFETY** culture that prioritizes safety in road system investment decisions!

To achieve **OUR ZERO DEATHS VISION**, everyone must accept that fatal and severe injury collisions are preventable!

A CALL TO ACTION TO MAKE LIVERMORE'S STREETS SAFE

Traffic-related fatalities and severe injuries remain a significant and preventable public safety challenge, both nationally and locally. In 2023, approximately 40,990[1] people were killed in traffic crashes across the United States, a number nearly equal to half the population of Livermore.

If such a loss occurred within a single community at once, it would demand immediate action. Yet, because these tragedies occur incrementally, they are often normalized and described as "accidents." This term implies randomness, when in reality, most crashes are predictable and preventable outcomes shaped by roadway design, speed, and human behavior.

Beyond the immediate loss of life, traffic crashes impose long-term social and economic costs. They impact families and communities, strain emergency response and healthcare systems, and influence how people choose to travel. When residents do not feel safe walking or biking, communities become more auto-dependent, contributing to reduced mobility options, poorer public health outcomes, and increased emissions.

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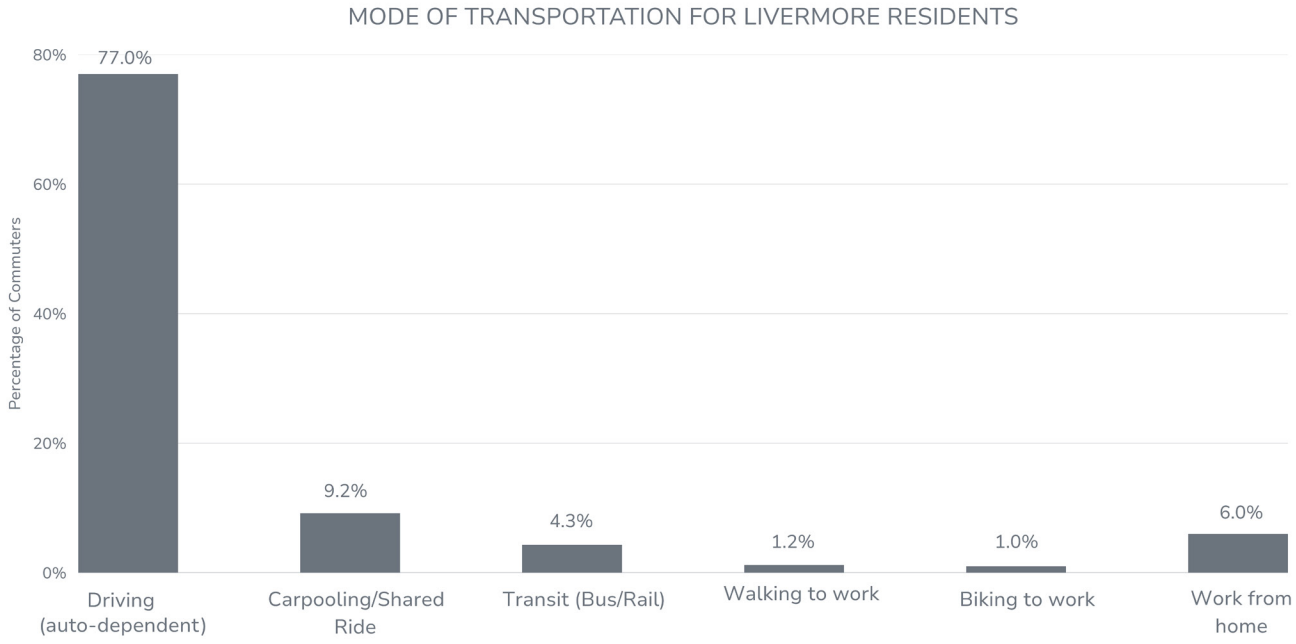
[1]Total U.S. traffic fatalities: 40,990 National Highway Traffic Safety Administration (NHTSA), Traffic Safety Facts Annual Report 2023 (released 2024, used in 2025 planning documents)



LIVERMORE'S TRAVEL PATTERNS AND SAFETY CHALLENGES

Livermore remains largely auto-oriented, with driving accounting for the majority of commute trips, while walking, bicycling, and transit represent a smaller share as shown in the **figure below**[2], even though these modes may be undercounted for non-work trips like errands, school, and recreation. Transit use is also comparatively low, reflecting limited public transit commuting relative to driving.

LIVERMORE MODE OF TRANSPORTATION



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[2]U.S. Census Bureau, 2024-2019 American Community Survey 5-Year Estimates

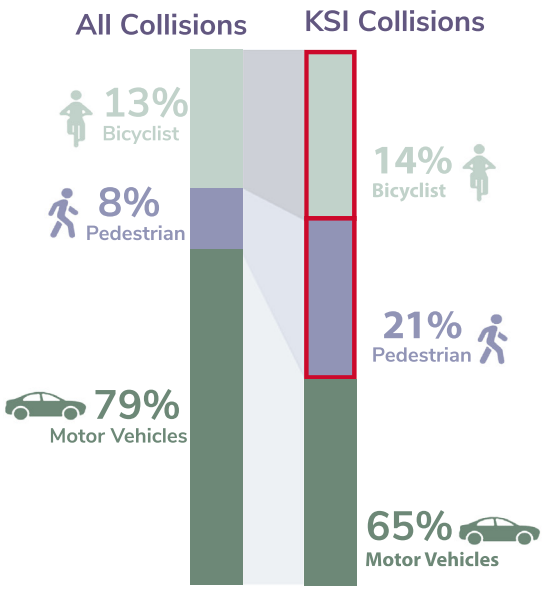


Although walking and biking represent a small share of overall commute modes, people walking and bicycling are disproportionately represented in serious injury and fatal collisions (as your other data show). This underscores the need for Vision Zero strategies that expand safe, comfortable, and convenient active transportation options, reduce car dependency where feasible, improve crossing, bikeway, and transit connections to support safe trips for all users.

Between 2020 and 2024, pedestrians accounted for 21 percent of fatal and severe injury (KSI) collisions and eight percent of total injury collisions, while bicyclists accounted for 14 percent of KSI collisions and 13 percent of injury collisions **see figure** share of collisions by mode. This disparity highlights the increased risk faced by vulnerable road users and underscores the need for safe, more inclusive street design.

SHARE OF VICTIMS WHO WERE INVOLVED IN FATAL OR SEVERE INJURY BY MODE

Most Vulnerable Travellers



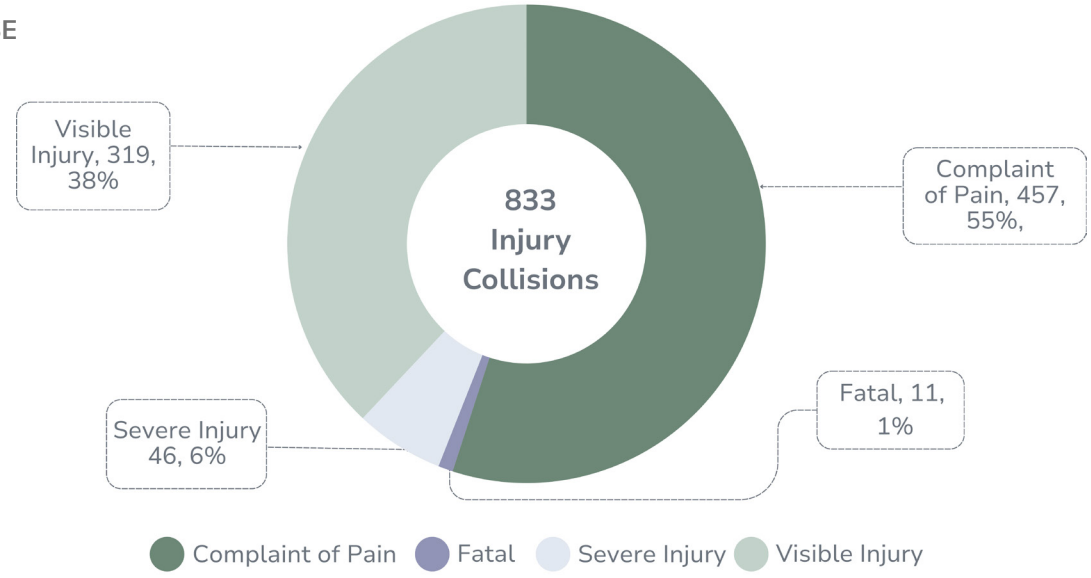
Pedestrians and bicyclists are involved in **21%** of injury collisions, but account for **35%** of serious injuries or fatalities.



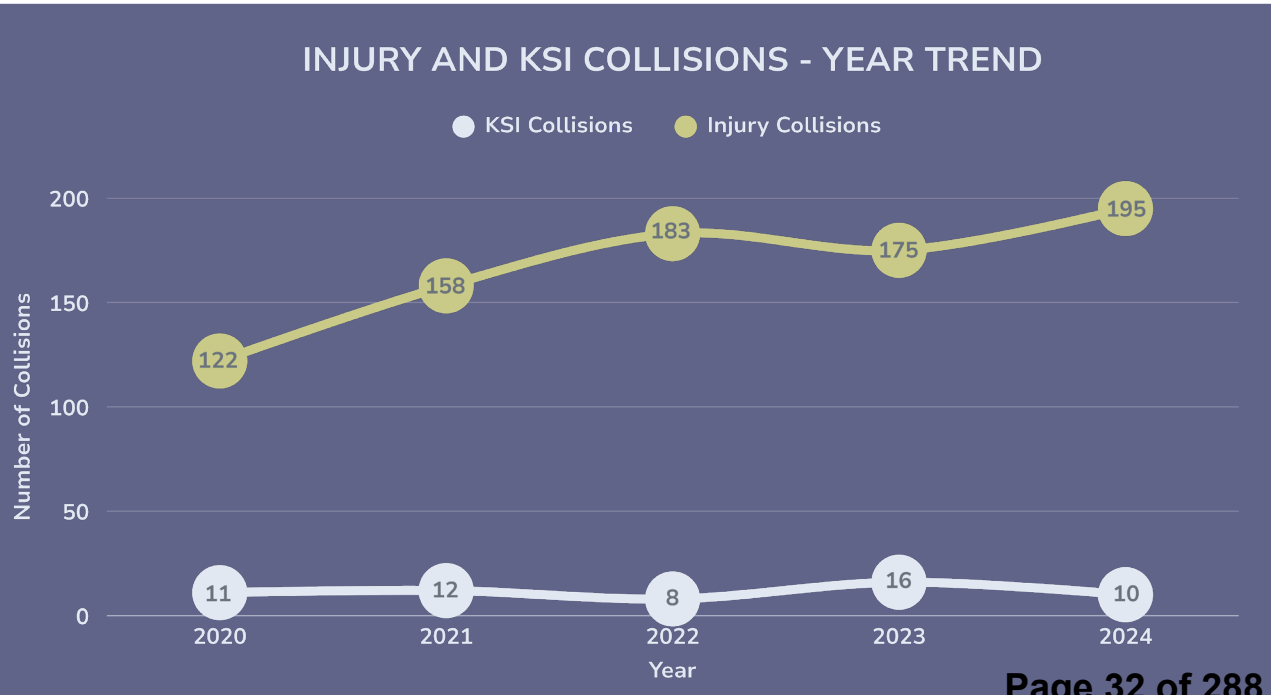
WHY LIVERMORE IS TAKING ACTION

This Action Plan is grounded in a comprehensive, data-driven process using five years of collision data (January 1, 2020, through December 31, 2024) and focuses on identifying when, where, and why the most serious collisions occur, as well as which road users are most affected. During this period, 833 injury collisions occurred on City streets, including 11 fatal collisions and 46 severe injury collisions. In total, 57 collisions were classified as killed or severely injured (KSI) as shown in the **figure below** Collision by Severity, resulting in the loss of 14 lives and 48 people sustaining severe injuries.

COLLISIONS BY SE

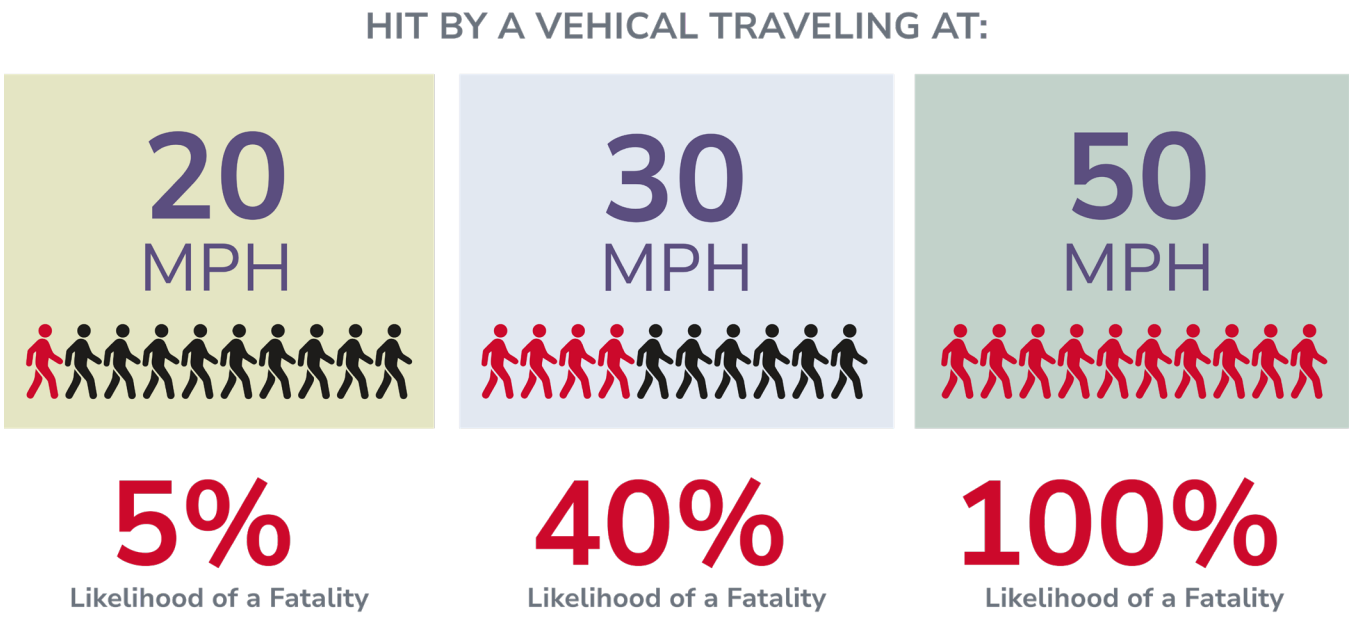


Traffic-related fatalities and severe injuries are not isolated incidents; they are recurring and preventable events that continue to impact the Livermore community each year. The **figure below** illustrates a five-year trend of collision data, distinguishing between KSI collisions and injury collisions. This **figure shows** yearly trends in injury and killed-or-seriously-injured (KSI) collisions along the City of Livermore streets from 2020 to 2024, alongside key safety indicators from the Vision Zero analysis.



THE ROLE OF SPEED IN SEVERE COLLISIONS

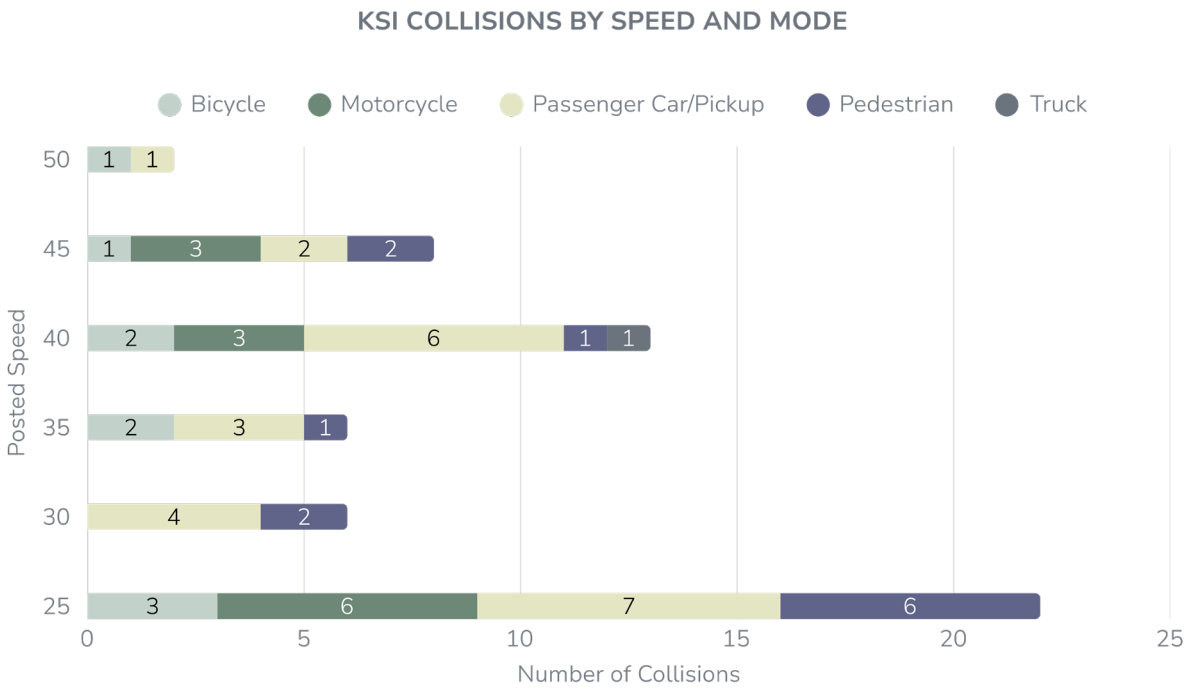
A significant component of the VZAP is the recognition that speed kills. Research compiled by the U.S. Department of Transportation's National Highway Traffic Safety Administration (NHTSA) shows that the likelihood of fatality is five percent for a pedestrian struck by a vehicle traveling at 20 miles per hour, but the likelihood increases to 40 percent at 30 miles per hour and 100 percent at 50 miles per hour. By designing our streets differently, we can lower vehicle speeds, helping reduce the severity of injuries. Street design changes, combined with public education and targeted enforcement efforts, have the potential to significantly reduce the number of people severely injured or killed in Livermore.



Note: National Highway Traffic Safety Administration (NHTSA), Traffic Safety Facts Annual Report 2023 (released 2024, used in 2025 planning documents)

KSI COLLISIONS BY SPEED AND MODE

The figure below presents KSI collisions categorized by travel mode and posted speed limit, illustrating how collision severity varies across different roadway speed environments and user types.



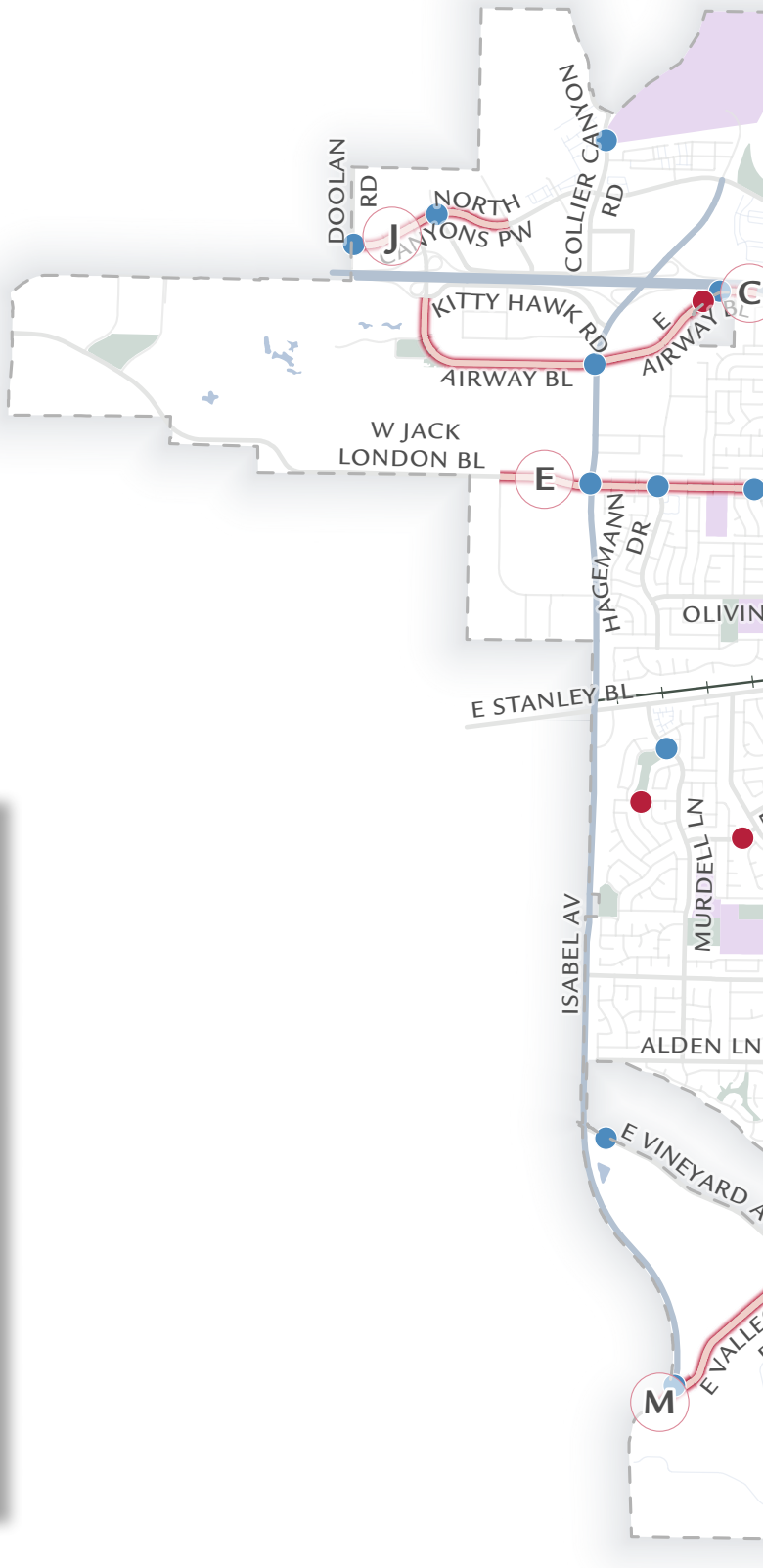
The data show that fatal and severe injury (KSI) collisions occur across a range of posted speed limits, but the highest number of serious collisions occur on roadways posted at 25 mph. At this speed, collisions involve multiple travel modes, including passenger vehicles, motorcycles, bicyclists, and pedestrians, with passenger vehicles accounting for the largest share.

Serious collisions also occur at higher posted speeds, including 35, 40, 45, and 50 mph, where the presence of vulnerable road users remains notable. As speeds increase, the risk of severe injury or death rises significantly, particularly for pedestrians and bicyclists. Under a Vision Zero framework, this pattern highlights the critical role of speed management in preventing fatal and severe injuries. The concentration of KSI collisions on lower-speed urban streets indicates that simply posting lower speed limits is not enough, street design, traffic calming, and systemic safety improvements are necessary to reduce vehicle speeds and protect all road users, especially those most vulnerable.

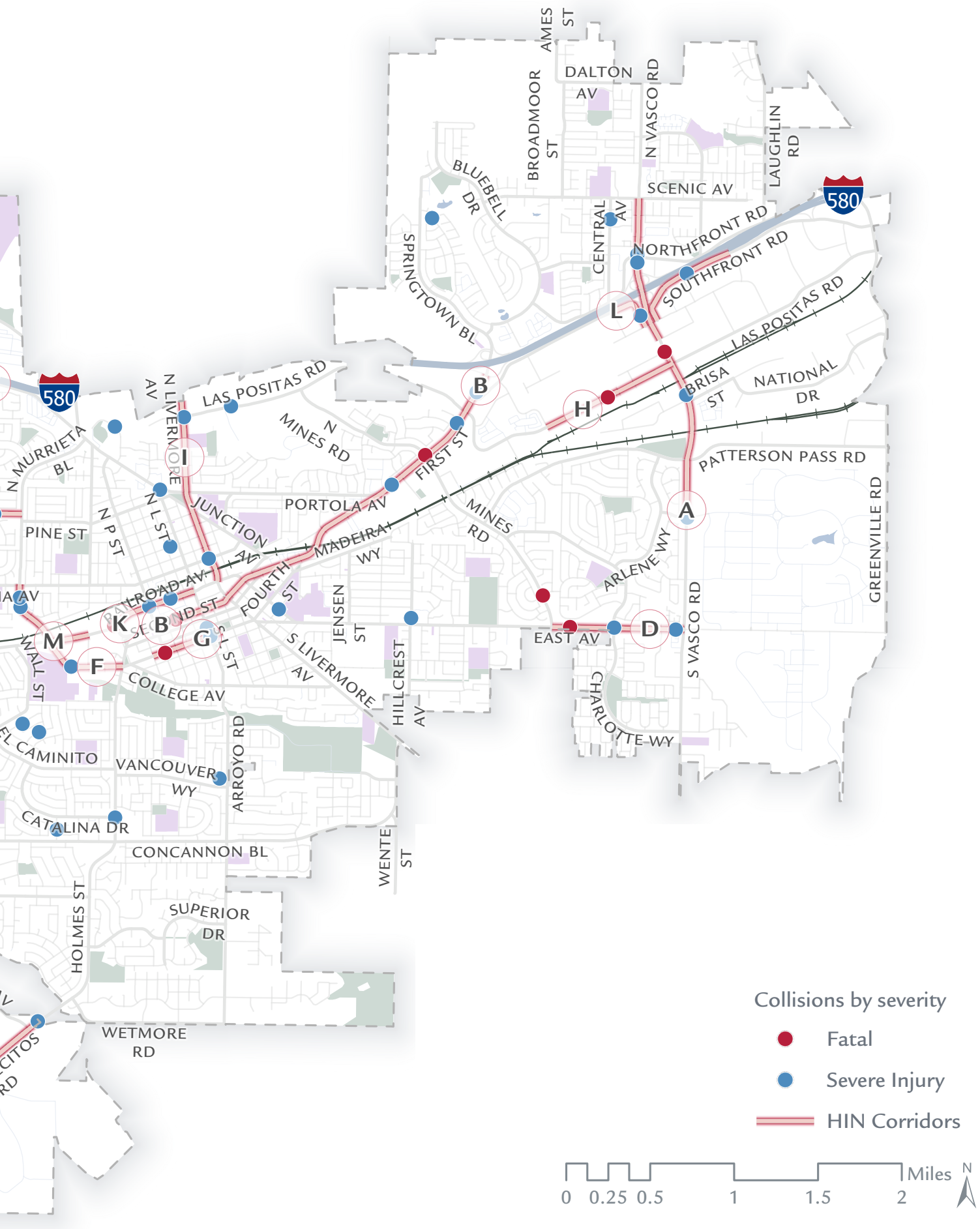
Among road users, passenger cars and motorcyclists were most frequently involved, highlighting the need for enhanced speed management and enforcement on moderate-speed corridors.

MOVING TOWARD A SAFE LIVERMORE

In response to these findings, the City of Livermore developed VZAP to advance a proactive, data-driven and systemwide approach to safety. By focusing on high-risk corridors and intersections identified through the High-Injury Network as shown in the map KSI Collision Distribution and High-Injury Network, the City is prioritizing investments where they can have the greatest impact. This plan represents a commitment to preventing future tragedies by addressing the root causes of severe collisions and creating a transportation system that is safe, equitable, and accessible for all.



Rank	Corridors
A	VASCO Rd
B	FIRST St
C	AIRWAY Blvd
D	EAST Ave
E	JACK LONDON Blvd
F	MURRIETA Blvd
G	FOURTH St
H	LAS POSITAS Rd
I	LIVERMORE Ave
J	N CANYONS PKWY
K	RAILROAD Ave
L	SOUTHFRONT Rd
M	VALLECITOS Rd


AMES ST
DALTON AV
BROADMOOR ST
N VASCO RD
LAUGHLIN RD
BLUEBELL DR
SCENIC AV
CENTRAL AV
580
NORTHFRONT RD
SOUTHFRONT RD
SPRINGTOWN BL
L
LAS POSITAS RD
B
H
BRISA ST
NATIONAL DR
580
N LIVERMORE AV
LAS POSITAS RD
N MINES RD
FIRST ST
PATTERSON PASS RD
N MURRIETA BL
I
N L ST
JUNCTION AV
PORTOLA AV
MINES RD
A
PINE ST
N P ST
MADEIRA WY
ARLENE WY
GREENVILLE RD
RAILROAD AV
FOURTH ST
JENSEN ST
K
B
G
M
F
S L ST
S LIVERMORE AV
EAST AV
D
S VASCO RD
WALL ST
COLLEGE AV
HILLCREST AV
CHARLOTTE WY
EL CAMINITO
VANCOUVER WY
ARROYO RD
CATALINA DR
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
Collisions by severity
Fatal
Severe Injury
HIN Corridors
0 0.25 0.5 1 1.5 2 Miles
N

VISION STATEMENT AND GUIDING PRINCIPLES

The Vision Zero Stakeholder Group met in early 2025 to develop a vision statement and guiding principles to frame the development and implementation of the VZAP. These principles form the foundation for the city to conduct its Vision Zero work.

VISION STATEMENT

Traffic safety affects our community, neighborhoods, health, and Livermore's livability. No level of fatality or severe injury is acceptable on our streets because collisions are preventable incidents that can be addressed through improved transportation infrastructure and programming. City's Vision Zero is a community-driven and data-driven initiative to eliminate preventable traffic fatalities and serious injuries by 2045.

GUIDING PRINCIPLES

Vision Zero is guided by several key principles designed to create a transportation system without fatalities or severe injuries. Here are the City's guiding principles of Vision Zero:



1

Human Life and Health are Paramount:
The fundamental principle of Vision Zero is that human safety, life, and health take priority over all other considerations in the transportation system. Safety is not just one of the goals but the primary objective. Based on this value, we will evaluate trade-offs and make both proactive and reactive decisions about street design.

2

Traffic Deaths and Injuries are Preventable:
Vision Zero operates on the belief that traffic-related fatalities and severe injuries are not accidents but preventable, unacceptable incidents. Addressing the root causes, such as road design, vehicle technology, and user behavior, can prevent these incidents.

3

Human Error is Inevitable and Expected:
People will make mistakes. The transportation system should be designed to be forgiving and accommodate human error. Recognizing that people will make mistakes, the system should be designed to discourage errors that could result in severe injuries or fatalities. We will not victim-blame but seek to understand and respond compassionately and objectively.

4

Slower Streets are Safe Streets

Mobility is the safe and efficient movement of people and goods through transportation. We will design, construct, and operate our streets for slower speeds to eliminate all fatal and severe injury collisions and protect our most vulnerable street users.

5

Safety is a Shared Responsibility:

Everyone involved in the transportation system, including policymakers, engineers, vehicle manufacturers, and road users, shares responsibility for safety. Collaboration across sectors and disciplines is essential to achieving Vision Zero goals.

6

Systemic and Holistic Approach:

Vision Zero advocates for a comprehensive and systemic approach to road safety. This includes considering all aspects of the transportation system, road design, vehicle technology, laws and regulations, enforcement, and public education. It also requires a holistic approach to land use and transportation, including policy analysis and changes at the local and regional levels.

7

Data-Driven Decision Making:

Effective Vision Zero strategies rely on accurate and comprehensive data to identify high-risk locations, behaviors, and populations. Data is used to prioritize interventions, allocate resources, and measure progress.

8

Equity and Inclusivity:

Vision Zero emphasizes the importance of equity and inclusivity in transportation planning and safety efforts. Vulnerable road users, such as pedestrians, cyclists, children, older adults, and people with disabilities, should be given special consideration. Efforts should be made to promote safety improvements that benefit all communities, especially those historically underserved.

9

Proactive vs. Reactive Measures:

Vision Zero encourages proactive measures to prevent collisions before they occur, rather than reacting to incidents after they happen. Collision data reveals where the risk of fatalities and seriously injuries has manifested. A proactive collisions risk assessment identifies and prioritizes those locations where risk exists, but collisions experience has yet to materialize. This involves anticipating potential hazards and addressing them through design and policy.

10

Sustainable and Healthy Communities:

Vision Zero aligns with broader goals of creating sustainable and healthy communities. Safe streets promote walking, cycling, and public transportation, contributing to public health, environmental sustainability, and overall quality of life.

The city's response will utilize proven safety countermeasures coupled with innovative strategies. We will perform annual monitoring, reporting, and evaluation. We will communicate clearly what resources are necessary to achieve Vision Zero, why street design modifications are proposed, and the basis for prioritizing competing improvements. By adhering to these guiding principles, the city aims to create a transportation system that prioritizes safety, reduces traffic-related fatalities and injuries to zero, and fosters a culture of shared responsibility and proactive prevention.

BUILDING ON EXISTING EFFORTS AND ALIGNING WITH VISION ZERO

The VZAP builds on the City of Livermore's longstanding commitment to improving roadway safety through coordinated planning, capital investments, and community-based programs. Over the past several years, the City has advanced a comprehensive multimodal program that includes sidewalk and intersection upgrades, bikeway and trail improvements, and targeted safety enhancements along key corridors and within neighborhoods. Programs such as the Neighborhood Traffic Calming Program empower residents to identify safety concerns and support proactive measures that reduce speeding and cut-through traffic before serious crashes occur.

Livermore has also established a strong policy foundation through adopted plans and ongoing initiatives, including the General Plan Circulation Element, (as amended), Active Transportation Plan (and Interim Update), Local Roadway Safety Plan (LRSP), and Five-Year Capital Improvement Program (CIP). Together, these efforts promote complete streets, safe crossings, multimodal connectivity, accessibility for all users, and targeted improvements along high-risk corridors, school areas, downtown streets, and neighborhood roadways.

At the regional level, these efforts are reinforced through partnerships with agencies such as the Alameda County Transportation Commission, which advance Safe Routes to School programs, multimodal corridor planning, and funding strategies aligned with Safe Systems and equity principles. Collectively, these initiatives reflect a shared commitment to improving safety and expanding mobility options across Livermore and the broader region.



The VZAP strengthens and unifies these existing efforts by placing the prevention of fatal and severe injury collisions at the center of transportation decision-making. While the City has made significant progress through individual projects and programs, Vision Zero provides a framework to prioritize and coordinate future investments based on data, risk, and systemic safety needs.

The following documents and resources were reviewed:

1. City of Livermore General Plan (Circulation Element) | (2003 - 2025) Amend. (2014), as amended
2. Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan (ATP) | (2018), Appendices | (2018) and (Design guidelines) | (2018)
3. Interim Update Livermore Active Transportation Plan (ATP) | (2024)
4. City of Livermore Design Standards and Guidelines (Streets) | (2019)
5. City of Livermore Neighborhood Traffic Calming Program | (2020)
6. City of Livermore Five-Year Capital Improvement Plan (CIP) | (2023 - 2028)
7. City of Livermore Five-Year Capital Improvement Plan (CIP) | (2025 - 2030)
8. Livermore Local Road Safety Plan (LRSP) | (2023)
9. Alameda County Safe Routes to Schools | (2023 - 2024) | (2025)
10. Alameda Countywide Active Transportation Plan | (2020)
11. Alameda Countywide Multimodal Arterial Plan | (2016)
12. Alameda Comprehensive Investment Plan | (2024)
13. LAVTA Short Range Transit Plan (SRTP) FY 2016 - 2025 | (2016)
14. Isabel Neighborhood Specific Plan | (2022)

Appendix A summarizes the relevant policies and projects from all the reviewed documents.




WHEELS
40 YEARS

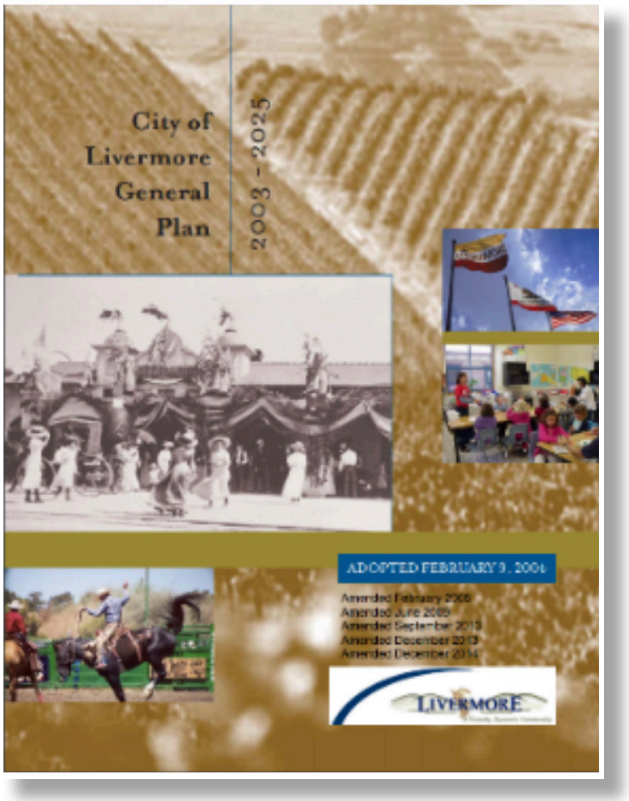
FROM PLANS TO IMPLEMENTATION

The VZAP provides a cohesive, actionable framework that builds on Livermore's existing plans, programs, and investments. By aligning capital projects, policies, and funding strategies with Vision Zero principles, the City can promote future improvements that are targeted, effective, and consistent with long-term safety goals.

This approach is further reinforced through alignment with regional plans and funding programs, ensuring that Livermore's investments contribute to a broader, connected, and safe transportation network.

By focusing on the High-Injury Network and prioritizing systemic safety strategies, Livermore is advancing a transition from a traditional, vehicle-oriented design paradigm to one that prioritizes safe, equitable, and multimodal travel for all users.

CITY OF LIVERMORE GENERAL PLAN (CIRCULATION ELEMENT) | (2003 - 2025) AMEND. (2014)



The City of Livermore General Plan was adopted in 2004, and the circulation element was last amended in 2014. The circulation element aims to identify the anticipated circulation needs, indicate the location and extent of the existing and proposed circulation network, and provide policies and priorities for circulation system improvements. The General Plan would balance the need to provide efficient ways to travel from one place to another with goals to revitalize Downtown and limit non-local cut-through traffic on city streets. The Vision Statement of the ongoing Livermore General Plan Update is that in 2045, Livermore will be a community where families and individuals flourish, and people with diverse experiences and perspectives work together for the common good. Land-use policies and resource management will promote high-quality services and infrastructure and make Livermore safe and welcoming. The VZAP goals can be achieved by prioritizing sustainability, providing multimodal transportation options that enhance connectivity, reducing reliance on single-occupancy vehicles, and supporting equitable access for all community members.

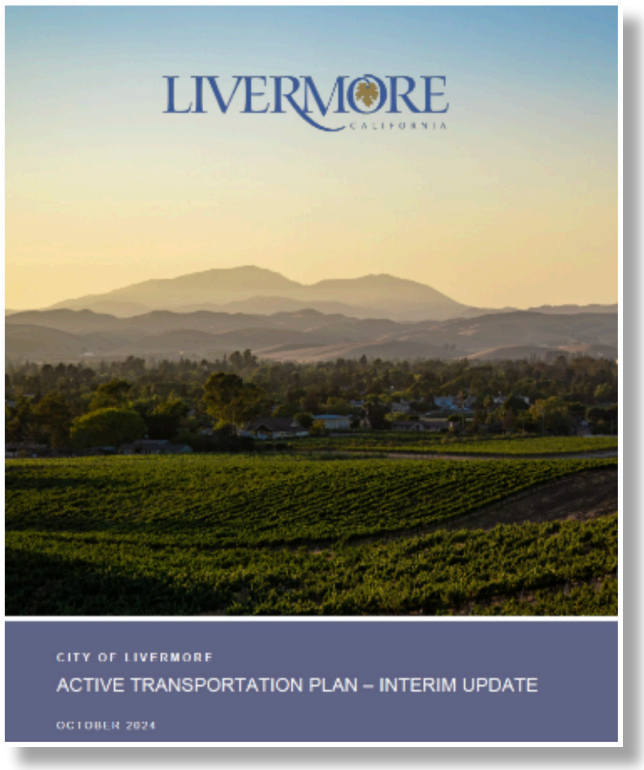
LIVERMORE BICYCLE, PEDESTRIAN, AND TRAILS ACTIVE TRANSPORTATION PLAN (ATP) | (2018) (INCLUDES APPENDIX AND DESIGN GUIDELINES)



The Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan (ATP) (2018), along with its supporting Appendices and Design Guidelines, collectively establish a comprehensive framework for improving active transportation in the City. The ATP outlines a vision for a vibrant community where people can comfortably walk, bicycle, and access trails, and identifies key challenges, goals, and implementation strategies to enhance safety, connectivity, and accessibility across the network. The Appendices supplement the plan with detailed technical analyses, including safety and collision data, demand modeling, public outreach results, and project prioritization, providing a strong data-driven foundation for recommended improvements and decision-making. The Design Guidelines document provides context-sensitive design standards and best practices for pedestrian, bicycle, and trail facilities, drawing from national and state guidance such as AASHTO, NACTO, and Caltrans. It serves as a practical toolkit to guide the design and implementation of infrastructure improvements that enhance safety, accessibility, and user comfort. Together, these documents present a coordinated approach that integrates planning, analysis, and design guidance to support the development of a safe, connected, and user-friendly active transportation network, and provide a strong foundation for advancing the City's VZAP.

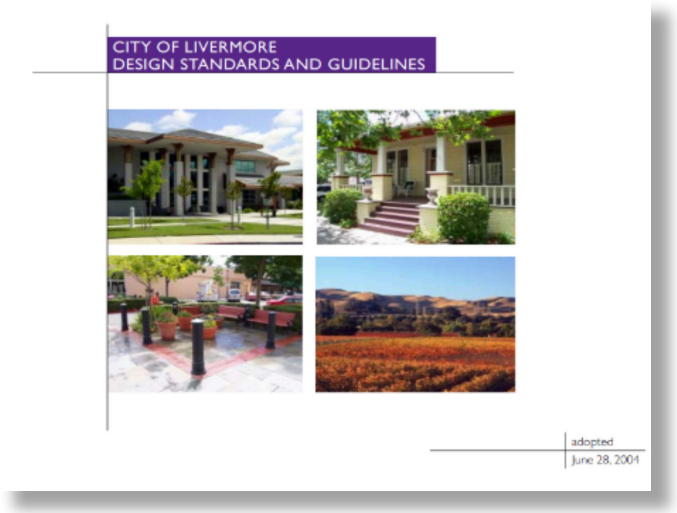


INTERIM UPDATE LIVERMORE ACTIVE TRANSPORTATION PLAN | (2024)



The Interim Update of the Livermore Active Transportation Plan reflects the City of Livermore's ongoing commitment to creating a safe, accessible, and connected active transportation network. By refreshing the previously adopted 2018 Active Transportation Plan, this update incorporates new data on existing conditions, safety improvements, and community needs. Notably, it integrates the Local Road Safety Plan to identify and prioritize critical projects, enhancing safety for pedestrians and bicyclists. Since 2018, significant achievements have included over 22 miles of bikeway upgrades and measurable reductions in bicycle and pedestrian collisions. The plan's goals closely align with the VZAP, prioritizing safety and eliminating traffic-related fatalities and severe injuries. With strategies focused on improving crosswalks, addressing barriers like high-volume roads and freeways, and fostering low-stress walking and biking networks, Livermore demonstrates its commitment to VZAP's core principle: no loss of life is acceptable in transportation systems.

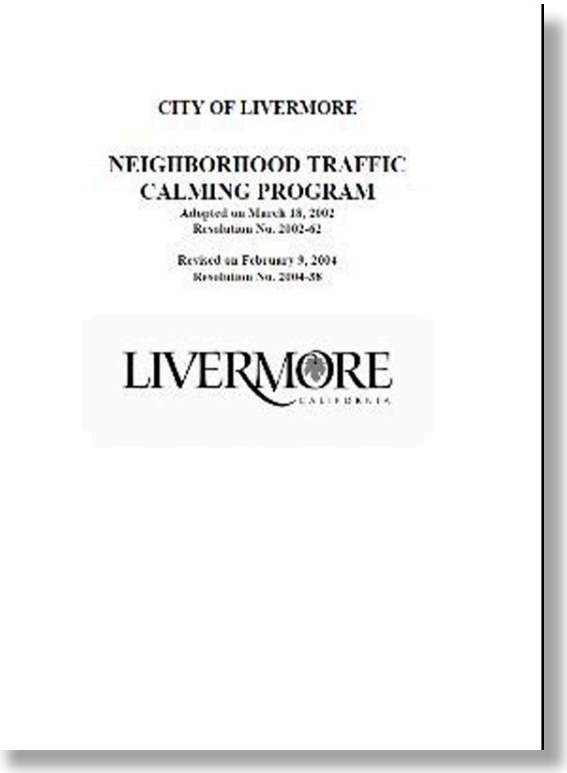
CITY OF LIVERMORE DESIGN STANDARDS AND GUIDELINES (STREETS) | (2019)



The Livermore Design Standards and Guidelines is a policy document and an implementation tool developed to preserve, protect, and promote public health, safety, and general welfare, as permitted by State law. The Guidelines pay special attention to significant streets, considering them as major travel corridors and the first point of entry to the City. The Standard and Guidelines address the need to provide adequate automobile circulation in the community while ensuring the City's transportation corridors are well-designed and convey a positive image through attractive landscaping and appropriate pedestrian components. The plan aligns with the proposed VZAP by emphasizing street designs that promote traffic calming, improve visibility, and enhance the safety and comfort of all road users, including pedestrians and cyclists.

EXHIBIT A

CITY OF LIVERMORE NEIGHBORHOOD TRAFFIC CALMING PROGRAM (NTCP) | (2020)



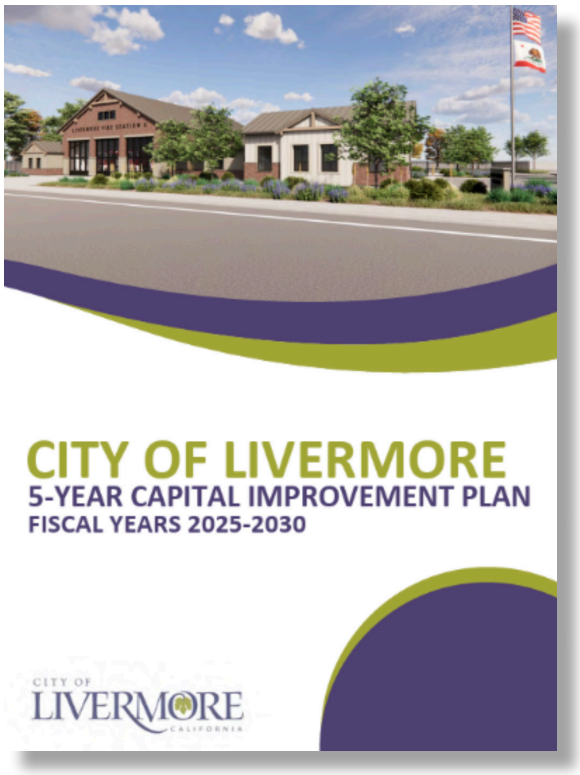
The Neighborhood Traffic Calming Program (NTCP) intends to utilize traffic calming devices to address neighborhood traffic issues. The program mainly focuses on local and collector streets. The programs highlight the need for neighborhood participation and consensus-building exercises. NTCP 2020 would improve livability and quality of life in residential neighborhoods by reducing cut-through traffic, collisions, and speeding. The goal of NTCP 2020 is to implement measures approved by the neighborhood to improve the safety and quality of life of the residents, pedestrians, bicyclists, and motorists. Through policies and standards, the plan has addressed key objectives that reflect proposed improvements and pedestrian/bike management to operate and manage site pedestrian/bike requirements. The program aligns with the VZAP's goals by implementing measures to reduce vehicle speeds and enhance safety in residential areas.

CITY OF LIVERMORE FIVE-YEAR CAPITAL IMPROVEMENT PLAN (CIP) (2023 - 2028) | (2020)



The Five-Year City Improvement Plan (CIP) 2023 - 2028 represents capital, operational, and long-term financial planning activities throughout the City. The plan represents an ongoing budget process through which the City identifies, prioritizes, and develops a multi-year work plan for significant capital expenditures and associated funding sources. As a planning tool, the CIP document outlines the process and activities required to improve public facilities, including construction, maintenance, and improvements; infrastructure; land acquisition; and significant equipment. The CIP budget presents a schedule of major public facility improvements that will be implemented over the next 20 years. This document provides a CIP identifying a need for over $420 million in funding for 146 projects over the next five years. The plan also prioritizes projects and outlines implementation goals and objectives to guide City staff's actions over the next several years. The plan aligns with the proposed VZAP by prioritizing infrastructure investments that address high-risk locations, improve pedestrian and cyclist safety, and support the elimination of traffic-related fatalities and serious injuries.

LIVERMORE LOCAL ROADWAY SAFETY PLAN | (2023)



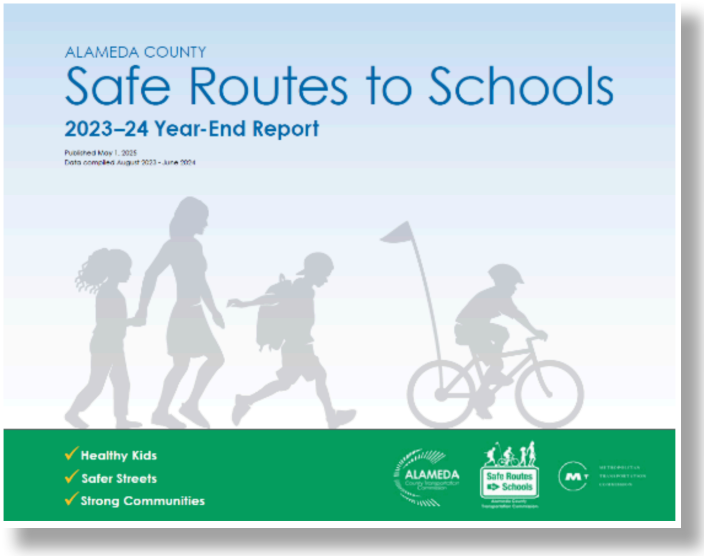
The City of Livermore's Five Year Capital Improvement Plan (CIP) 2025 - 2030 serves as a comprehensive planning and budgeting tool that identifies, prioritizes, and funds critical infrastructure and public facility investments across the City. The CIP outlines a coordinated, multi-year program of capital projects that support the City's General Plan, Strategic Plan, and various master plans, while addressing both new infrastructure needs and the rehabilitation and replacement of existing assets. The plan includes a wide range of investments, including transportation infrastructure, traffic control systems, bicycle and pedestrian facilities, public safety improvements, utilities, and public buildings. Over the five-year period, the CIP identifies approximately $318.7 million in total expenditures, with a strong emphasis on maintaining and upgrading existing infrastructure while also advancing new capital projects. The CIP also reflects a balanced funding strategy, leveraging local revenues, development impact fees, and state and federal grants to support project delivery. The CIP aligns closely with the VZAP by prioritizing investments that enhance roadway safety, improve pedestrian and bicyclist infrastructure, implement traffic calming and signal upgrades, and address high-risk locations across the transportation network. These coordinated investments support the City's goal of eliminating traffic-related fatalities and serious injuries while improving overall mobility, accessibility, and quality of life for all users.

LIVERMORE LOCAL ROADWAY SAFETY PLAN | (2023)



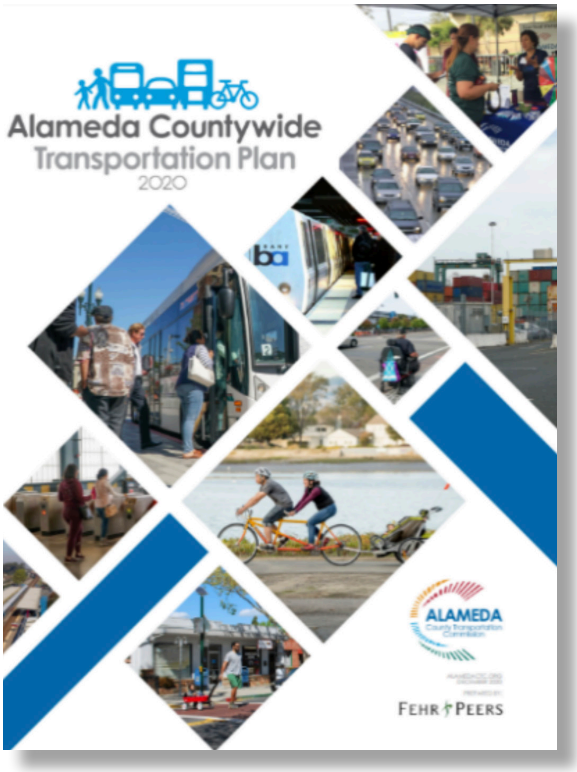
The Local Roadway Safety Plan (LRSP) for the City of Livermore is a comprehensive, data-driven framework that identifies, analyzes, and addresses traffic safety concerns on local roadways. Developed with input from stakeholders and the community, the LRSP emphasizes systemic approaches to reduce collision rates and improve pedestrian and cyclist safety, particularly at high-risk intersections and corridors. Key features include strategies to address speeding, nighttime collisions, and pedestrian safety violations through targeted countermeasures such as improved signal timing, advanced crosswalk features, and enhanced roadway lighting. By prioritizing equitable implementation and leveraging funding sources like the Highway Safety Improvement Program (HSIP), the LRSP fosters proactive, continuous safety improvements. These efforts align with the City's VZAP, underscoring the shared commitment to eliminating traffic fatalities and serious injuries while creating safe streets for all.

ALAMEDA COUNTY SAFE ROUTES TO SCHOOLS | (2023 - 2024) | (2025)



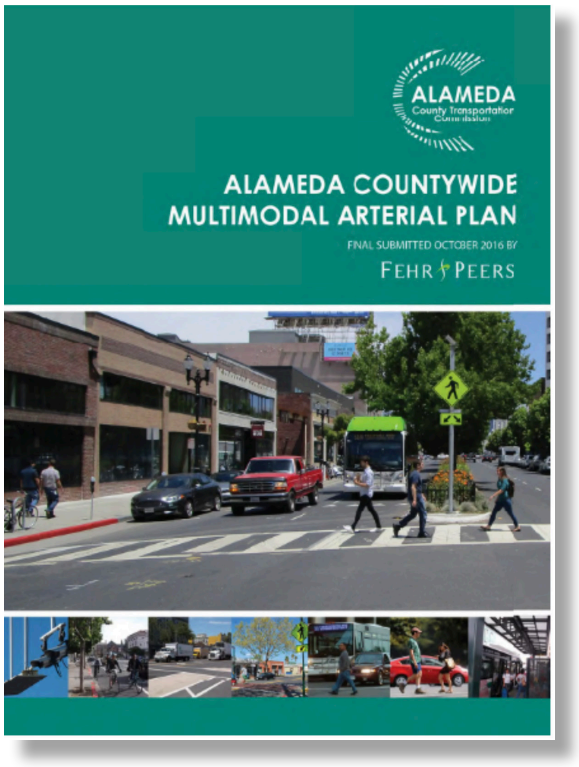
The Alameda County Safe Routes to School (SR2S) Program (2023 - 2024) is a comprehensive initiative designed to promote safe, healthy, and sustainable travel options for students and their families across the county. The program focuses on making walking, biking, carpooling, and transit viable and appealing alternatives to single-occupancy vehicle trips, while emphasizing equitable access to resources and programming across diverse communities. The SR2S program integrates education, encouragement, and community engagement strategies to address barriers to active transportation, including traffic safety concerns, infrastructure gaps, and lack of awareness. Through activities such as bicycle and pedestrian safety education, school-based events, and outreach campaigns, the program aims to build confidence among students and parents while fostering long-term behavior change. In addition, the program supports data-driven decision-making by identifying challenges related to the built environment and travel behavior, helping communities understand factors that influence how students travel to and from school. By combining infrastructure awareness with education and incentives, the program has contributed to increasing the number of students using active and shared modes of transportation. The SR2S program aligns with and supports the VZAP by advancing strategies that improve safety around schools, reduce conflicts between roadway users, and encourage safe travel behaviors. Its focus on vulnerable users, particularly children, provides a strong foundation for implementing targeted safety improvements and community-based interventions aimed at eliminating traffic-related fatalities and serious injuries.

ALAMEDA COUNTYWIDE ACTIVE TRANSPORTATION PLAN | (2020)



The Alameda Countywide Active Transportation Plan provides a vision, goals, and priorities to improve walking and biking throughout the 15 diverse jurisdictions in Alameda County. The Countywide Transportation Plan sets regional priorities that support and advance the transportation initiatives of local agencies. The plan responds to community concerns by prioritizing pedestrian safety, improved transit access, affordable fares, safe biking and walking infrastructure, and enhanced pavement quality. It includes strategies to improve safety on high-injury networks, work on speed limit setting and safe multimodal travel, and enhance safety at At-Grade Rail Crossings. It also provided resources and recommendations for local jurisdictions to use. This plan will help guide the safety improvements and strategies recommended in the City's VZAP to promote consistency.

ALAMEDA COUNTYWIDE MULTIMODAL ARTERIAL PLAN | (2016)



The Alameda Countywide Multimodal Arterial Plan aims to address the needs and mobility for all modes through complete streets concepts. Alameda County's network of efficient, safe, and accessible arterials supports multimodal travel, fostering a strong economy, a healthy environment, and vibrant communities while respecting local contexts. The Plan provides a roadmap for a future with superior mobility for all modes of continuous and connected networks for each mode that better supports adjacent land uses. The Plan will establish a network of safe, efficient, and accessible arterials that support multimodal transportation for all users. The plan supports VZAP goals by enhancing safety, accessibility, and multimodal connectivity along arterial corridors, ensuring safe and more efficient travel for all road users.

ALAMEDA COMPREHENSIVE INVESTMENT PLAN | (2024)



The Alameda County Transportation Commission's 2024 Comprehensive Investment Plan aligns with VZAP goals by emphasizing safety and multimodal accessibility. Projects like Complete Streets, Safe Routes to School, and corridor enhancements prioritize reducing collisions, improving infrastructure for vulnerable users, and creating safe environments for all modes of transportation. The Comprehensive Investment Plan strategically allocates funding from diverse sources to ensure equitable and sustainable improvements across Alameda County. These efforts align with VZAP's mission to eliminate traffic fatalities and severe injuries while fostering safe, healthy, and equitable mobility.

LAVTA SHORT RANGE TRANSIT PLAN (SRTP) FY 2016 - 2025 | (2016)



This Short Range Transit Plan (SRTP) aims to provide an understanding of Livermore Amador Valley Transit Authority (LAVTA)'s existing conditions, discuss standards achieved, evaluate performance metrics, provide recommendations, and plan for operational sustainability over the next 10 years. LAVTA recently updated the bus system routes after the adoption of this plan. The plan provides equal access to safe, affordable, and reliable public transportation options, increasing mobility and improving the quality of life for those who live and work in the Tri-Valley area. The plan aligns with the VZAP goals by enhancing public transit accessibility and safety through improved service design, transit stop upgrades, and strategies to reduce conflicts between transit vehicles and other road users.

ISABEL NEIGHBORHOOD SPECIFIC PLAN | (2022)



The Isabel Neighborhood Specific Plan establishes a new regulatory framework to guide private and public development in the Isabel Neighborhood over the next 20 years. The Plan's regulatory framework replaces the General Plan's land use designations and the Livermore Development Code's zoning regulations. The plan will guide future development of the area surrounding the Isabel Valley Link Station in the I-580 median at Isabel Avenue. The plan is a "Specific Plan," an effective tool used by the City of Livermore to meet community goals and guide the transformation of several areas within the city. In the Isabel Neighborhood, the abundance of vacant land near the proposed Valley Link station is a significant opportunity to shape a new neighborhood for the city, centered on a central transit hub. The plan aligns with the VZAP's goals by incorporating pedestrian-friendly infrastructure, traffic-calming measures, and multimodal connectivity to create a safe, more accessible environment for all users.



EXHIBIT A

PEOPLE AT THE CENTER

This chapter summarizes the community and stakeholder engagement efforts undertaken to support the development of the City of Livermore's VZAP. A transparent, inclusive, and collaborative outreach program was implemented to promote aligning the plan with local priorities, lived travel experiences, and safety concerns across all modes, including walking, bicycling, driving, and transit.

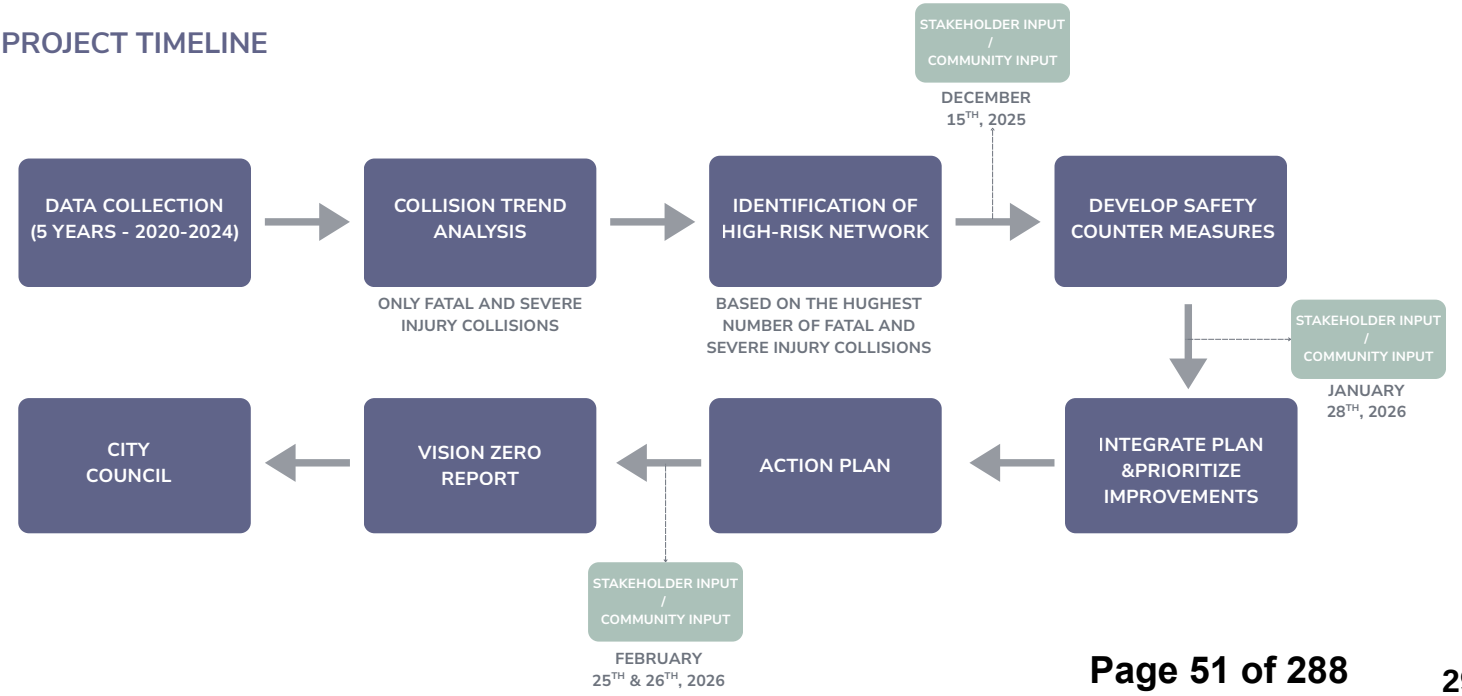
The engagement program incorporated a range of outreach methods, including community meetings, stakeholder coordination, an interactive project website, a map-based input tool, and an online survey. These efforts provided both qualitative insights and location-specific feedback on perceived safety issues, high-risk corridors and intersections, and community-supported solutions. The input also helped validate and supplement trends identified through collision data analysis.

Collaboration with City departments, regional agencies, transportation providers, community organizations, and residents promote the inclusion of diverse perspectives and technical expertise in the plan. The results of this engagement process directly shaped the identification of priority safety needs, the development of strategies, and the selection of projects and programs included in the VZAP, establishing a strong, community-supported foundation for reducing traffic fatalities and severe injuries in Livermore.

The City established the foundation for its Vision Zero efforts through two primary sources: community feedback and collision data analysis. Community and stakeholder feedback gathered through public meetings, workshops, surveys, and interactive mapping tools, combined with a review of historical collision patterns in Livermore, has informed the development of targeted, data-driven strategies that address both community-identified concerns and documented safety risks.

The City affirms that fatal and severe injury collisions are unacceptable and preventable. This principle serves as the guiding policy framework for the VZAP and underscores the City's commitment to implementing systemic, coordinated actions to improve roadway safety for all users.

PROJECT TIMELINE





COMMUNITY ENGAGEMENT APPROACH

The City of Livermore is committed to reducing traffic-related fatalities and serious injuries through the development and implementation of its VZAP. This plan establishes a data-driven and community-informed framework to improve safety for all roadway users, including pedestrians, bicyclists, transit riders, and motorists. Public engagement played a central role in shaping the VZAP, ensuring that it reflects the community's priorities, lived experiences, and safety concerns.

To support this effort, the City implemented an inclusive and multi-faceted engagement process to gather input from residents, stakeholders, and agency partners. Feedback was collected on high-risk locations, safety concerns, and opportunities for improvement, helping to ground the plan in local needs and reinforce the City's commitment to creating safe, more accessible streets.

The planning process began in September 2025 and included ongoing coordination with City staff, stakeholders, and partner agencies. Regular meetings were conducted to review data findings, discuss safety priorities, and refine strategies and countermeasures. These meetings were open to the public to promote transparency and encourage participation. Additional outreach was conducted through digital tools, social media, and community events to broaden engagement and reach a diverse audience.

Community input identified key concerns related to traffic safety, multimodal access, and connectivity throughout Livermore. Residents and stakeholders highlighted locations where they would like to see safety enhancement for walking, biking, or driving. These insights complemented technical analyses, including collision data review and field observations, ensuring that recommended strategies and projects address both documented safety risks and real-world travel experiences.

As part of the engagement process, the City conducted three rounds of stakeholder and community outreach meetings on **December 15, 2025, January 28, 2026, and February 25, 2026.**



ENGAGEMENT GOALS & OBJECTIVES

The City of Livermore established the following goals to guide its community engagement efforts for the VZAP:

1. **Raise awareness** of the City's commitment to improving roadway safety for all users, including pedestrians, bicyclists, transit riders, and motorists and communicate the purpose and goals of the VZAP.
2. **Gather meaningful input** from community members and stakeholders on traffic safety concerns, high-risk locations, and opportunities for improvement to inform projects, programs, and policies.
3. **Promote inclusive participation** by engaging a diverse range of community members, including youth, seniors, people with disabilities, transit users, and historically underserved populations.
4. **Identify priority safety concerns and locations** by incorporating local knowledge and lived experiences from residents, businesses, schools, and community organizations.
5. **Foster partnerships** with key stakeholders and partner agencies to support the development and implementation of safety strategies and projects.
6. **Educate the community** on Vision Zero principles, safe street design, and responsible road user behavior.
7. **Maintain a transparent and collaborative process** by clearly communicating how community input informs the Vision Zero Action Plan.

Community Stakeholders

The engagement process included coordination with a broad range of City departments, regional agencies, and community organizations:

City of Livermore Departments

- City Manager's Office
- Community Development (Planning, Engineering and Housing & Human Services)
- Public Works (Streets, Sanitation)
- Police Department
- Fire Department

Regional and Community Partners

- Livermore Area Recreation and Park District (LARPD)
- Livermore Amador Valley Transit Authority (LAVTA)
- Livermore Valley Joint Unified School District (LVJUSD)
- Bike East Bay
- Sandia National Laboratories and Lawrence Livermore National Laboratory
- Livermore Downtown Inc.

HOW WE ENGAGED THE COMMUNITY

The City of Livermore developed its VZAP using three primary inputs: stakeholder engagement, community feedback, and collision data analysis. Input gathered through meetings, workshops, online tools, and map-based platforms, combined with a review of historical collision data, helped shape a robust set of recommendations that address both documented safety issues and community-identified concerns.

Community feedback provided valuable insight into lived experiences, high-risk locations, and desired safety improvements. This input not only validated the technical safety analysis but also identified additional concerns not captured through collision data alone.

To promote broad and inclusive participation, the City implemented a comprehensive outreach strategy that included the following:

Outreach Methods



Public and Stakeholder Notifications: The City distributed e-notifications to inform residents and stakeholders about opportunities to participate in the VZAP process.



Media Releases: Information was shared with local media outlets to raise awareness and encourage community participation.



Newsletters and Mass Emails: Project updates were included in City newsletters and distributed to subscribers.



Posters, Kiosks, and Advertisements: A-frame posters and kiosks, particularly in Downtown Livermore, were used to promote meetings and engagement opportunities.



Project Website: A dedicated website provided information on the VZAP, including collision data, engagement opportunities, and project updates. The site also featured an interactive mapping tool for location-specific feedback.



School District Mass Emails: Project updates and safety information were distributed through school district email communications to students, parents, and staff.



Word-of-Mouth Promotion: City staff and stakeholders supported outreach through community events and informal communication channels.

Engagement Activities

Community Meetings and Workshops: Residents, business owners, and community groups participated in meetings to share safety concerns and identify priorities. Materials were available in Spanish upon request to support inclusive participation.

VZAP Stakeholder Group: An interdisciplinary group, including City staff, transportation professionals, law enforcement, advocates, and residents, provided ongoing input throughout the planning process.

Interactive Map-Based Input Platform: Hosted on the project website, this tool allowed users to identify specific safety concerns and locations. It provided an accessible option for those unable to attend in-person events and generated valuable, location-specific feedback.

School Outreach: Engagement with schools, including administrators, students, and staff, helped identify issues such as speeding near school zones, limited visibility, and pick-up/drop-off challenges.



PROJECT WEBSITE AND MAP INPUT PLATFORM

As a key component of the engagement process, the City of Livermore launched a dedicated project website to support the development of the VZAP and collect transportation safety input from the community. The website served as a central hub for project information, including updates, background materials, collision data, and interactive engagement tools.

A primary feature of the website was an interactive map-based input platform (Maptionnaire), which allowed community members to identify specific locations of concern by placing points or drawing lines within the City.

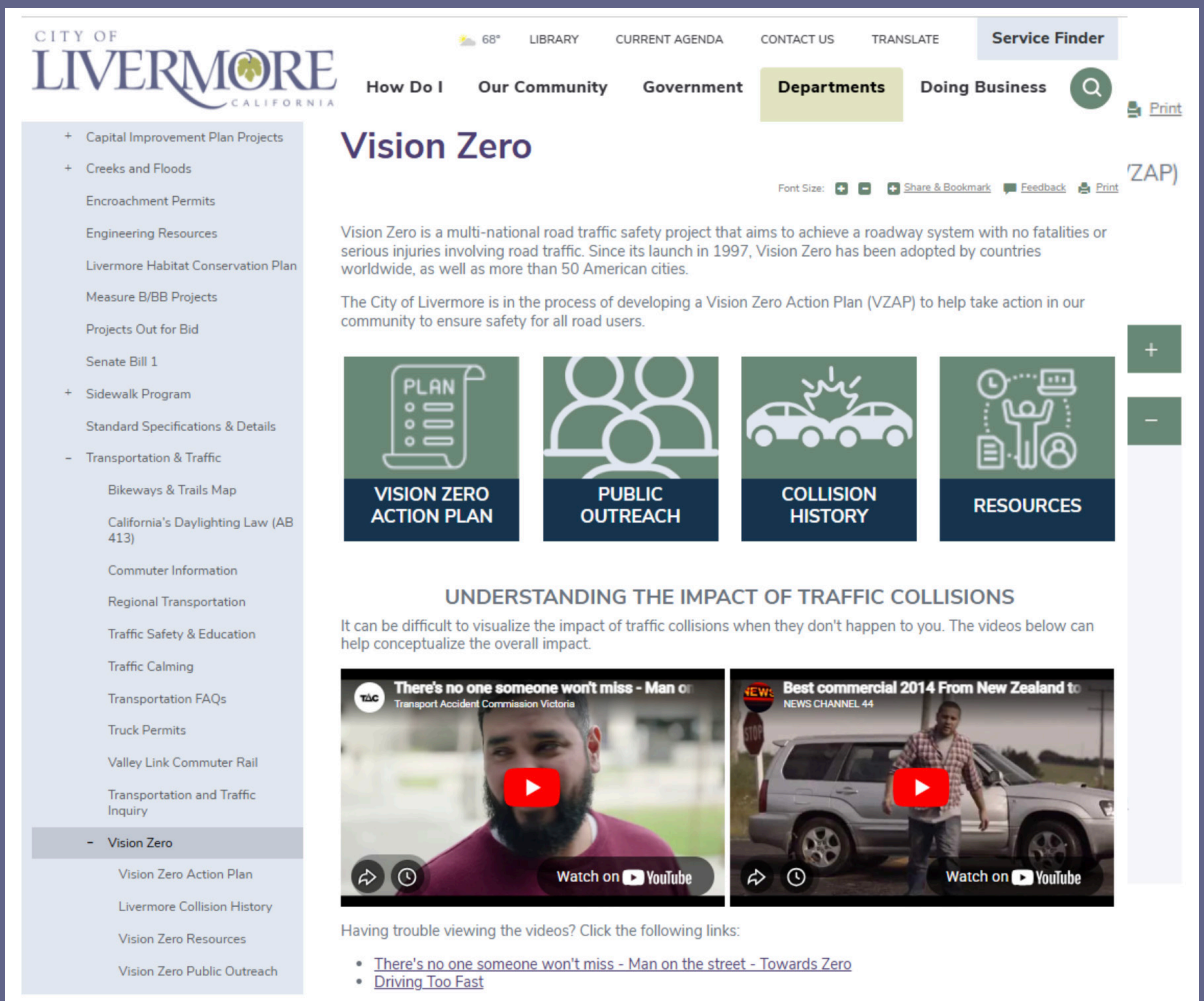
Participants could also provide detailed descriptions of safety issues, enabling the collection of both spatial and qualitative feedback.

- **Engagement Period**:
  October 2025 – February 2026

- **Website URL:**
  Livermore Vision Zero

- **Platform Features:**
  - Overview of the VZAP and planning process
  - Project Area Map
  - Historical collision data (2020 - 2024)
  - Instructions for submitting input through the mapping platform

The platform was widely promoted through email notifications, social media, and community meetings to encourage broad participation.



Vision Zero Public Outreach

Font Size: Share & Bookmark Feedback Print

The City is currently reviewing feedback gathered from the community to ensure the Vision Zero Action Plan (VZAP) addresses residents needs and concerns. Information on past community meetings and upcoming meetings is available below. Thank you for your interest in helping make our community safer!

Upcoming Community Meetings +

Outreach History −

Past Meetings

- 2/26/26 - Stakeholder Meeting:
  - Video Recording
  - Presentation
- 2/25/26 - Community Outreach Meeting:
  - Presentation
- 1/28/26 - Community Outreach Meeting:
  - Presentation
- 12/15/25 - Community Outreach Meeting:
  - Video Recording
  - Presentation
- 8/22/23 - Community Workshop: Presentation available here: Local Roadway Safety Plan & Vision Zero
- 3/29/23 - Stakeholder Meeting: Presentation available here: Local Roadway Safety Plan & Vision Zero

TRAFFIC CONCERNS FEEDBACK (ONLINE PLATFORM)

Community members and stakeholders provided valuable input on locations and conditions where safety concerns exist, including areas where collisions may be underreported or have not yet occurred but present a heightened risk. Many participants identified “near-miss” incidents and locations that could be enhanced for walking, bicycling, or driving, reflecting an informed perception of risk based on daily travel experiences.

This feedback highlights areas where safety issues may not yet be fully captured in collision data but warrant proactive attention. Rather than representing general concern, these comments indicate specific, experience-based insights into locations with potential safety deficiencies.

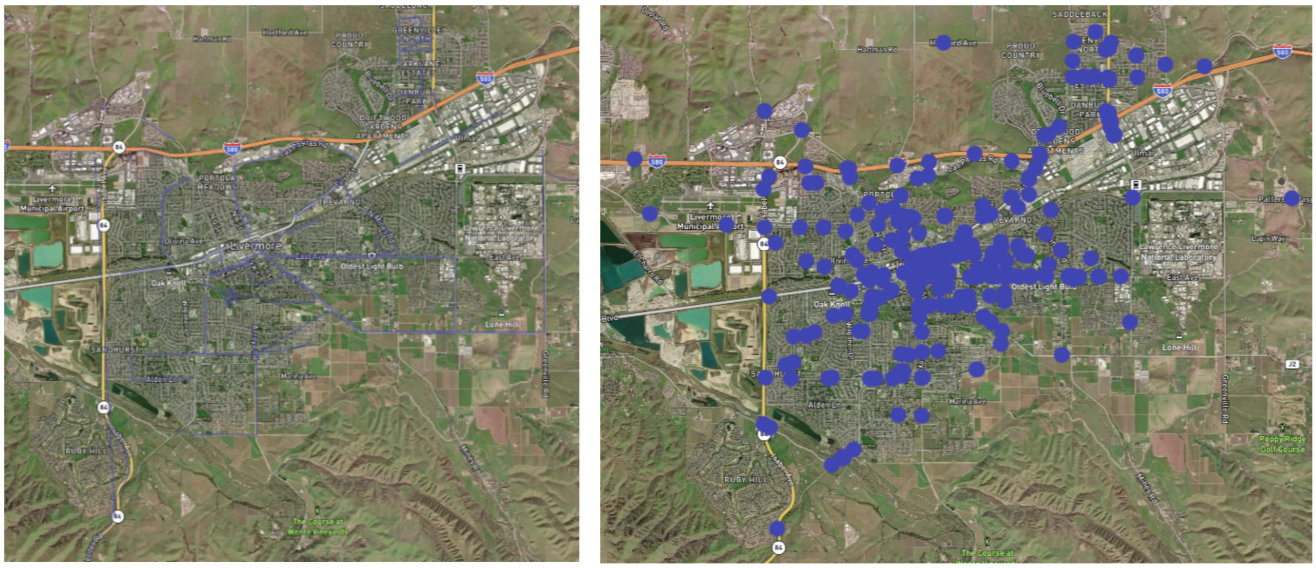
A total of 626 comments from 410 unique commenters were submitted through the project website. The majority of comments were concentrated along key corridors, including:

- East Avenue
- Livermore Avenue
- First Street
- Portola Avenue
- Vasco Road
- Murrieta Boulevard

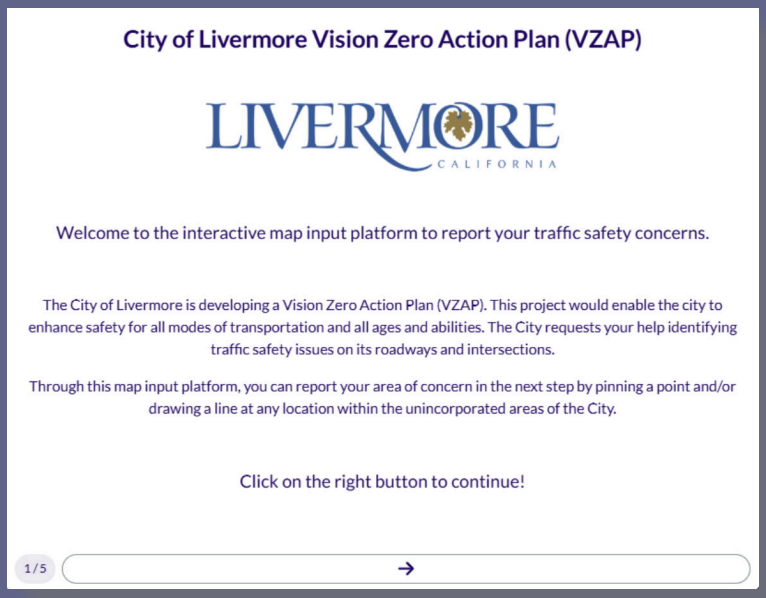
The most frequently reported concerns were pedestrian safety and speeding, consistent with trends identified in the collision analysis.

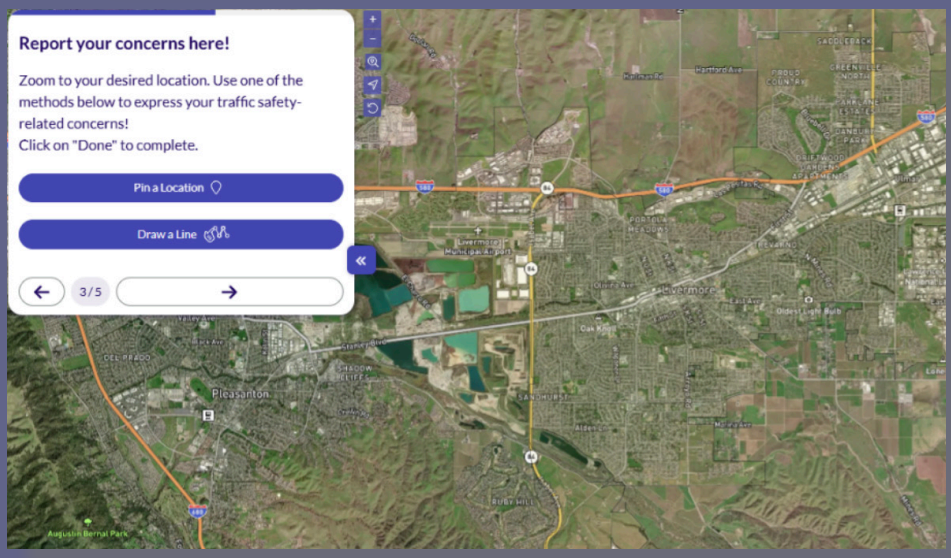
The results of the interactive map are illustrated in the **figure below**, where each point and line represents a location-specific comment submitted by a community member. A complete compilation of community input and with the online Maptionnaire survey is provided in **Appendix B.**

INTERACTIVE MAP COMMENT REPONSES



Screenshots of the interactive map input platform, representing dots and lines with comments provided by community members.


City of Livermore Vision Zero Action Plan (VZAP)
LIVERMORE
CALIFORNIA
Welcome to the interactive map input platform to report your traffic safety concerns.
The City of Livermore is developing a Vision Zero Action Plan (VZAP). This project would enable the city to enhance safety for all modes of transportation and all ages and abilities. The City requests your help identifying traffic safety issues on its roadways and intersections.
Through this map input platform, you can report your area of concern in the next step by pinning a point and/or drawing a line at any location within the unincorporated areas of the City.
Click on the right button to continue!
1 / 5


Report your concerns here!
Zoom to your desired location. Use one of the methods below to express your traffic safety-related concerns!
Click on "Done" to complete.
Pin a Location
Draw a Line
3 / 5
Pleasanton


Pavement Condition
Narrow Road
Curve Unsafe
Traffic Sign Violation
School Safety
Intersection Safety
Pedestrian Safety
Bicycle Safety
Law Enforcement
Sign Upgrade
Speeding
Lighting
ROAD SAFETY
limited Vizibility
SIGNAL UPGRADE
Heavy Vehicle
STOP

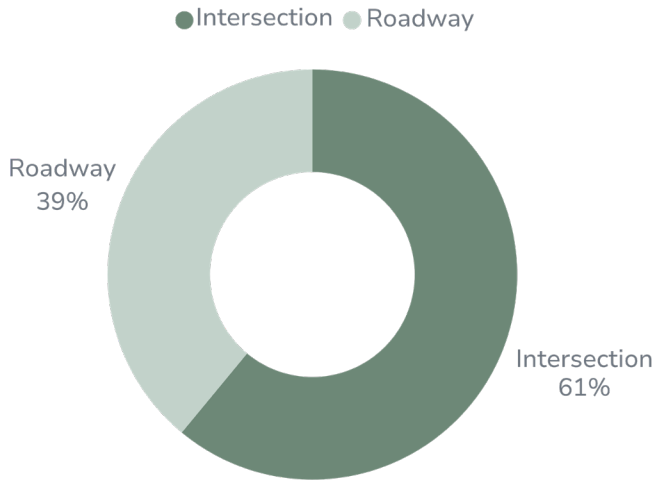
EXHIBIT A

SUMMARY OF TRAFFIC CONCERNS RECEIVED FROM THE COMMUNITY

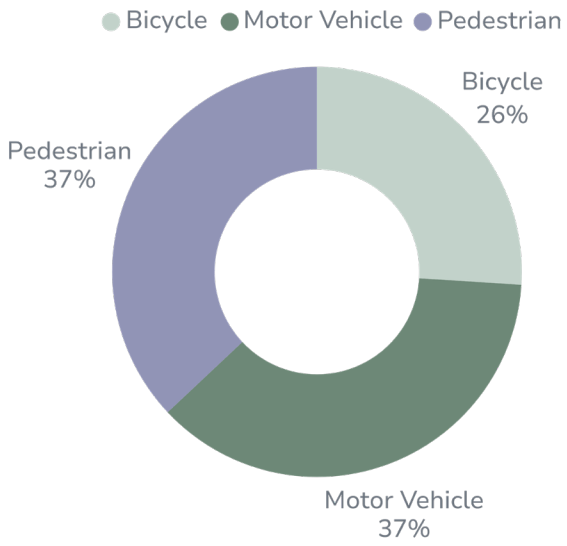
The community engagement effort yielded a total of 626 traffic-related concerns from 410 unique commenters through the interactive map platform between September 2025 and February 2026. Of these, 381 concerns (61 percent) were point-specific, typically located at intersections, while 245 concerns (39 percent) were line-based, representing issues along roadway corridors.

In terms of topic, 37 percent of concerns were related to motor vehicle traffic, while an equal 37 percent focused on pedestrian safety. Bicycle-related concerns accounted for the remaining 26 percent of input.

Note: This analysis is based on all 626 traffic-related concerns to provide a comprehensive summary of community feedback.



Number of traffic concerns at intersections and corridors



Traffic concerns by mode type

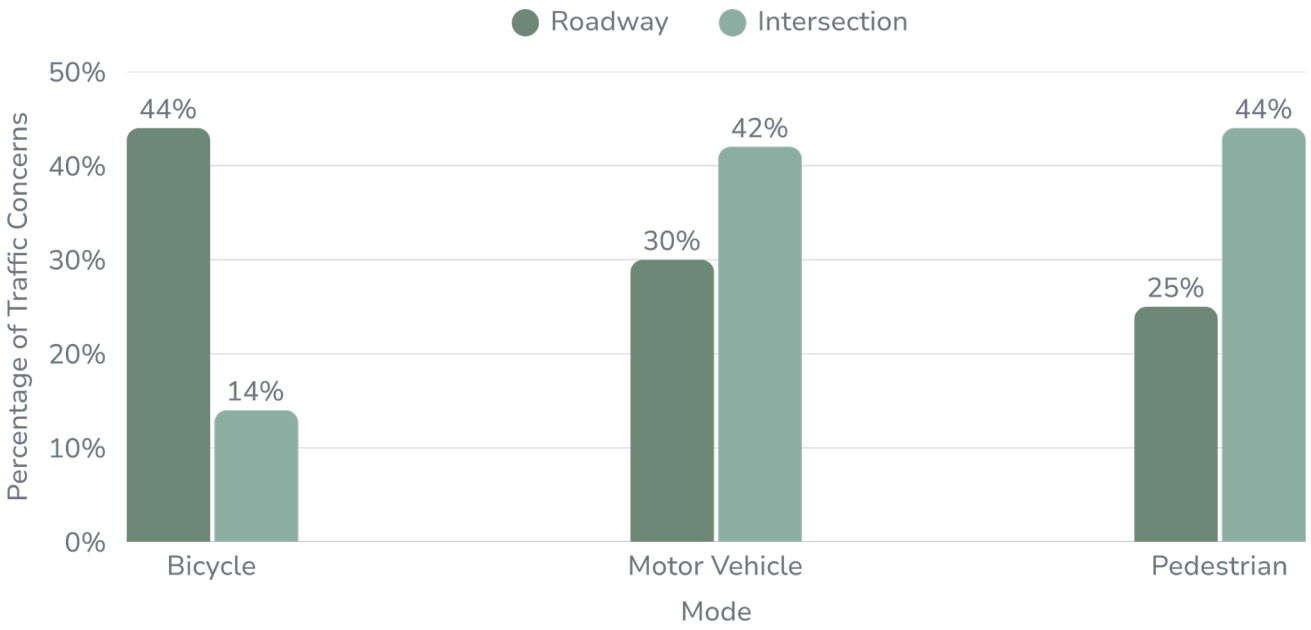


LOCATION TYPE: MODE FACING ISSUES

The graph illustrates the distribution of traffic safety concerns by travel mode, bicyclists, motorists, and pedestrians, across roadway segments and intersections. Bicycle-related concerns are most prevalent along roadway segments, accounting for 44 percent of reported issues, compared to 14 percent at intersections.

In contrast, concerns related to motor vehicles and pedestrians are more concentrated at intersections, representing 42 percent and 44 percent, respectively, compared to 30 percent and 25 percent along roadway segments.

Overall, the results indicate that roadway conditions present greater safety challenges for bicyclists, while intersections are the primary areas of concern for motorists and pedestrians.





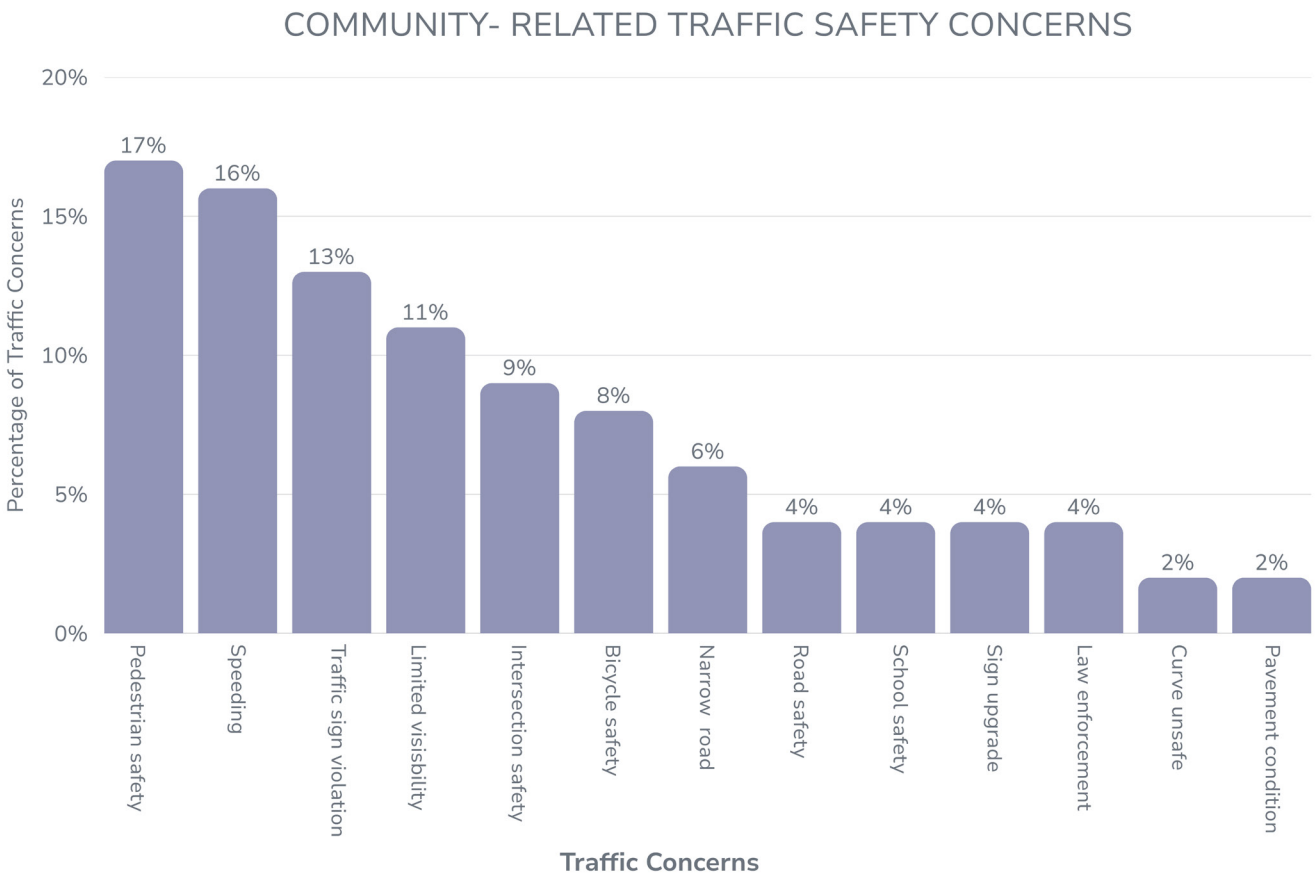
TRAFFIC SAFETY CONCERNS

Community-reported traffic safety concerns in Livermore highlight a broad range of issues affecting all roadway users. Pedestrian safety was the most frequently identified concern, accounting for 17 percent of responses, followed closely by speeding (16 percent) and traffic sign and signal violations (13 percent).

Other notable concerns included limited visibility (11 percent), intersection safety (nine percent), and bicycle safety (8 percent), indicating strong community interest in improving multimodal safety and addressing intersection-related challenges.

Additional intersections identified by residents include Portola Avenue & Lee Avenue, Livermore Avenue & 7th Street, East Avenue & Estates Street, First Street & Railroad Avenue, First Street & Mines Road, East Avenue & Madison Avenue, First Street & Scott Street, Vasco Road & Preston Avenue, and Murrieta Boulevard & Holmes Street, each accounting for approximately 5 percent of responses.

Overall, these findings reflect a combination of infrastructure, operational, and behavioral factors influencing roadway safety in Livermore and underscore the community's priority to enhance safety for pedestrians, bicyclists, and motorists alike, as illustrated in the accompanying figure.

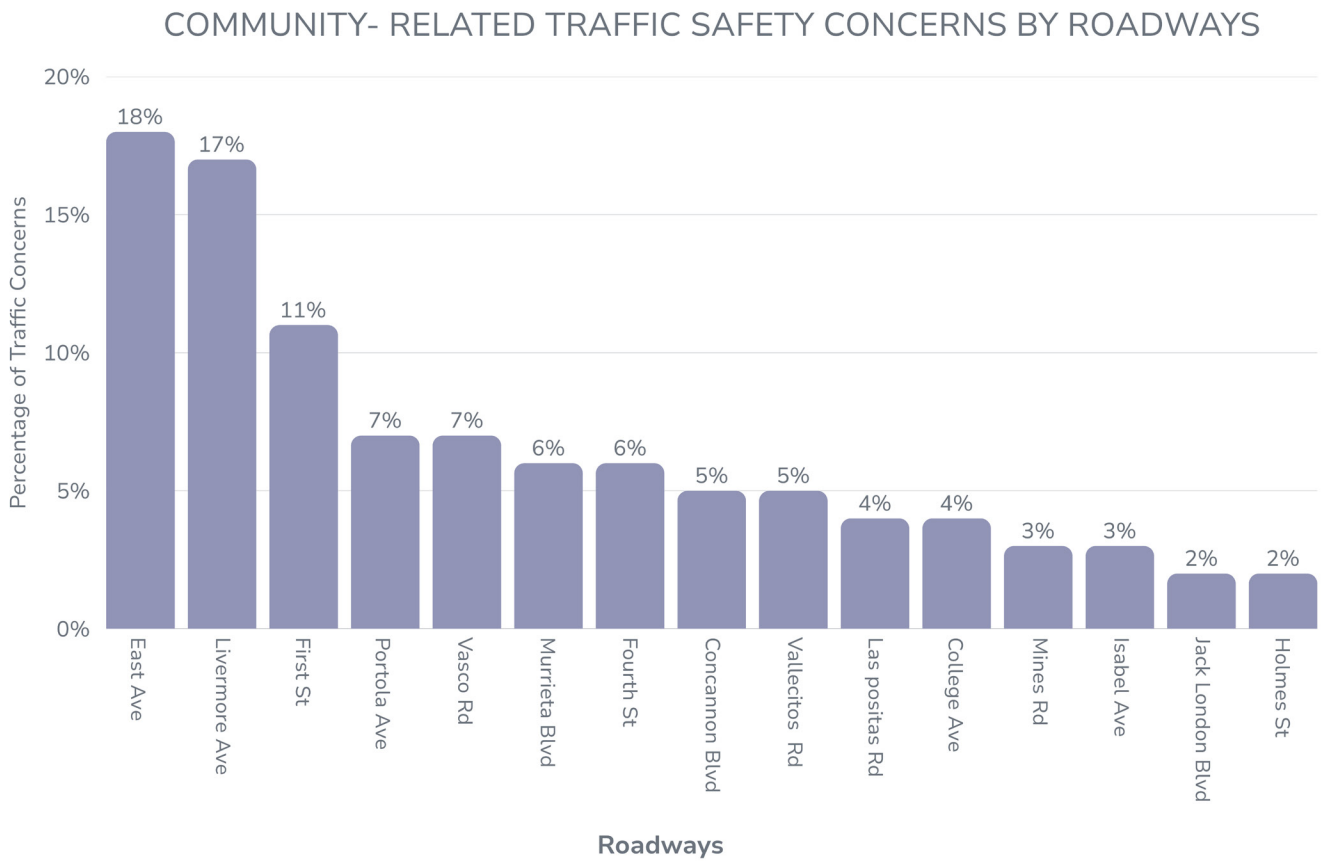


TRAFFIC CONCERNS ON CITY STREETS

The graph highlights the roadways in the City of Livermore that community members most frequently identified as locations of traffic safety concerns. East Avenue received the highest share of comments, accounting for 18 percent of the reported concerns, followed closely by Livermore Avenue at 17 percent. First Street was the next-most-frequently mentioned roadway, accounting for 11 percent of the concerns.

Several other corridors were also noted by residents, including Portola Avenue and Vasco Road (each seven percent), as well as Murrieta Boulevard and Fourth Street (each six percent). Additional locations, such as Concannon Boulevard and Vallecitos Road, accounted for five percent each, while Las Positas Road and College Avenue were identified in four percent of responses. Smaller shares of comments referenced Mines Road and Isabel Avenue (three percent each), and Jack London Boulevard and Holmes Street (two percent each).

Overall, these responses highlight several key corridors where residents perceive safety challenges, helping the City prioritize locations for further evaluation and potential safety improvements as part of the VZAP.



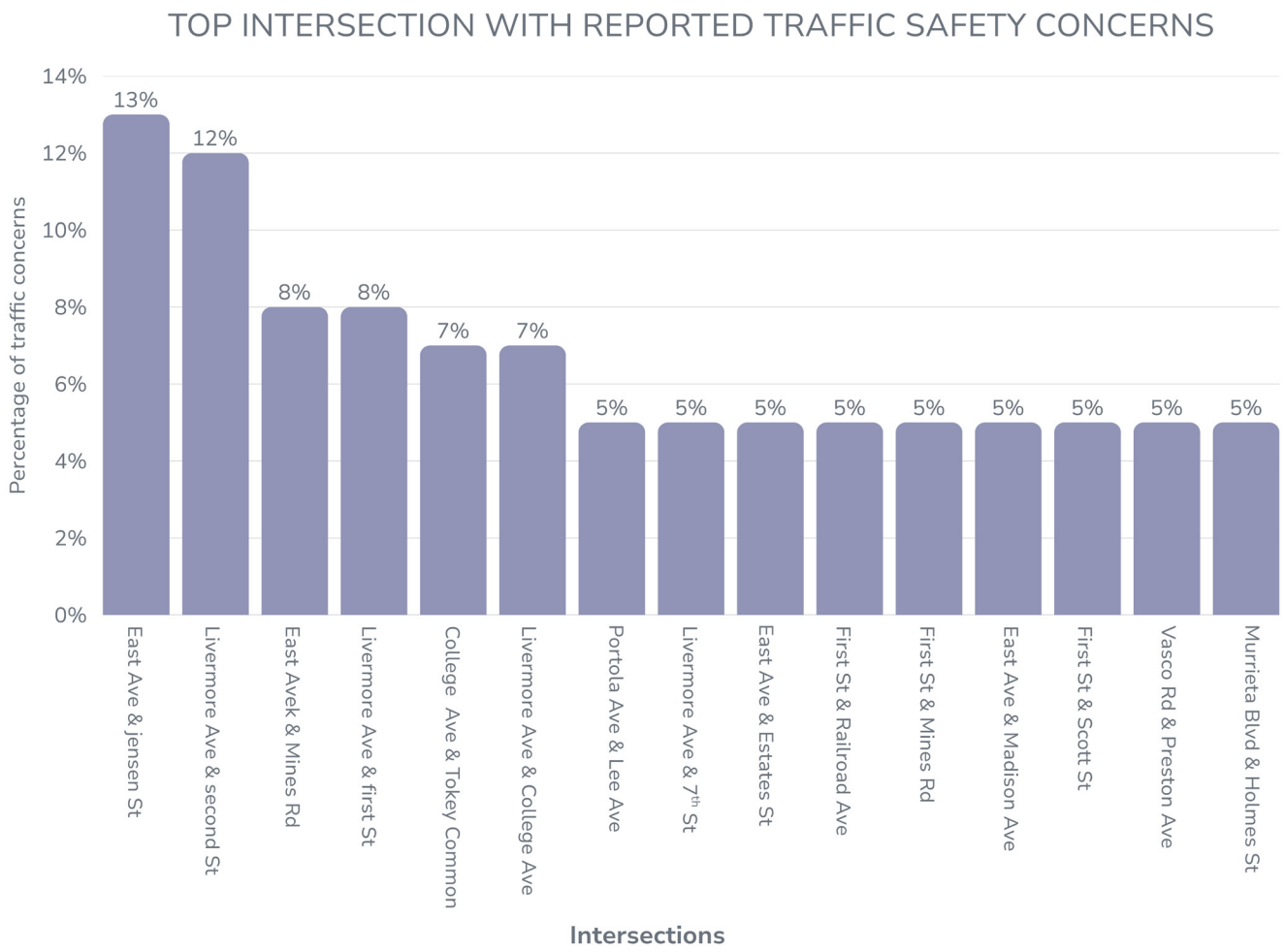
TRAFFIC CONCERNS ON INTERSECTIONS

The graph highlights the intersections in Livermore most frequently identified by community members as locations with traffic safety concerns. East Avenue & Jensen Street received the highest share of comments (13 percent), followed by Livermore Avenue & Second Street (12 percent).

Other commonly noted intersections include East Avenue & Mines Road and Livermore Avenue & First Street (each 8 percent), as well as College Avenue & Tokay Common and Livermore Avenue & College Avenue (each 7 percent).

Additional intersections identified by residents include Portola Avenue & Lee Avenue, Livermore Avenue & 7th Street, and East Avenue & Estates Street (each 6 percent). Intersections such as First Street & Railroad Avenue, First Street & Mines Road, East Avenue & Madison Avenue, First Street & Scott Street, Vasco Road & Preston Avenue, and Murrieta Boulevard & Holmes Street each accounted for approximately 5 percent of responses.

Overall, these findings identify a set of priority intersections where safety concerns are most concentrated, providing a strong basis for targeted analysis and future improvements as part of the VZAP.



WORKSHOPS AT HIGH SCHOOL



As part of the City of Livermore's VZAP engagement efforts, a youth-focused workshop was conducted at a local high school to engage students who are new or future drivers. The workshop reached approximately 50–60 students across two classroom sessions and supported the City's Safe System approach by promoting early awareness of roadway safety, shared responsibility, and human-centered transportation design.

The workshop began with a structured presentation introducing Vision Zero principles, the Safe System approach, and the City's High Injury Network (HIN). The presentation highlighted high-risk corridors and key contributing factors to severe and fatal collisions, emphasizing that traffic deaths and serious injuries are preventable and that transportation systems should be designed to anticipate human error and reduce crash severity. Proven safety countermeasures, consistent with federal guidance, were also introduced.

Following the presentation, students participated in a hands-on group exercise focused on evaluating priority High Injury Network (HIN) corridors, including Vasco Road, First Street, and Airway Boulevard, and developing context-sensitive safety improvements. Students applied a multidisciplinary approach, considering engineering, enforcement, education, and policy strategies, as well as multimodal access for vulnerable road users.

Students demonstrated strong engagement and developed thoughtful recommendations, including roadway reconfiguration, signal timing modifications, speed management strategies, and improvements to transit access and connectivity. A City Senior Transportation Engineer provided technical guidance, reinforcing real-world applications and introducing students to potential career pathways in transportation safety.

Overall, the workshop advanced key engagement objectives by increasing safety awareness, encouraging data-informed problem-solving, and incorporating youth perspectives into the planning process. This effort underscores the value of early and inclusive engagement in building a culture of safety and supports the City's goal of eliminating traffic fatalities and serious injuries through a comprehensive, community-informed approach.

DATA-DRIVEN PROCESS

The Livermore VZAP is built on a rigorous, data-informed methodology that guides how safety challenges are identified, understood, and addressed. This approach promotes recommendations that are objective, transparent, and focused on achieving the City's goal of eliminating traffic fatalities and severe injuries. Rather than reacting only after collisions occur, Livermore's process emphasizes proactive identification of risk and early intervention.

At the core of this effort is the recognition that human error is inevitable. The role of the transportation system, therefore, is to reduce the likelihood of mistakes and minimize the severity of outcomes when they do occur. Data plays a critical role in this process by revealing patterns that are not always visible through observation alone, highlighting where systemic risks exist and where safety improvements can have the greatest impact.

While quantitative analysis is essential, it is complemented by community insight. The experiences of residents, students, workers, and visitors provide valuable context that helps explain how and why safety concerns arise in specific locations. This combined approach promotes reflecting both measurable trends and lived experiences across Livermore in the plan.

To support this effort, the City analyzed a comprehensive five-year collision dataset (2020 - 2024) obtained from the Transportation Injury Mapping System (TIMS). This dataset was supplemented with roadway characteristics and demographic information to better understand how safety outcomes vary across the city. Together, these data sources provide a strong foundation for identifying systemic risks, prioritizing investments, and developing targeted solutions. Collision data is provided in the **Appendix C.**



ANALYTICAL FRAMEWORK

The data-driven process includes the following key components:

1

COLLISION TRENDS AND PATTERNS

Collision data is evaluated to understand when, where, and why crashes occur, as well as who is most affected.

- **Severity Analysis:** Classification of collisions by severity, with emphasis on fatal and severe injury collisions.
- **Temporal Trends:** Evaluation of changes in collision patterns over time, including year-to-year variation.
- **Road User Analysis:** Assessment of impacts across different users, including pedestrians, bicyclists, and motorists.
- **Collision Characteristics:** Examination of contributing factors such as collision type, primary violation, lighting conditions, and roadway context.
- **Demographic Insights:** Review of age and gender patterns to better understand vulnerable populations.



2

HIGH-INJURY NETWORK IDENTIFICATION

A High-Injury Network (HIN) is developed to focus resources where they are most needed.

- **High-Injury Corridors:** Roadways with a concentration of fatal and severe injury collisions.
- **High-Injury Intersections:** Specific locations with recurring severe crash patterns requiring targeted intervention.

3

COLLISION PROFILE DEVELOPMENT

Collision data is synthesized to identify recurring crash patterns (e.g., roadway departure, intersection conflicts, speed-related crashes). These profiles help link safety issues to underlying causes and guide the selection of appropriate solutions.

4

COUNTERMEASURE TOOLBOX

A toolbox of proven safety strategies is assembled based on national best practices and tailored to Livermore's context. Each countermeasure is aligned with specific collision profiles to promote targeted and effective solutions.

5

PRIORITY PROJECT IDENTIFICATION

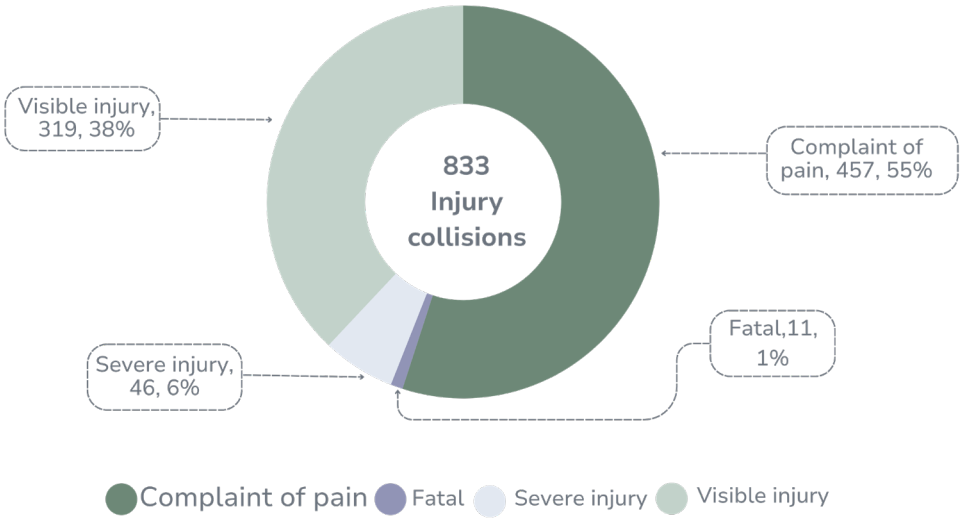
Priority improvement locations are identified based on collision frequency, severity, and concentration within the High-Injury Network. These locations are further refined through community input and field review to promote recommendations that are both data-driven and context-sensitive.

COLLISION ANALYSIS

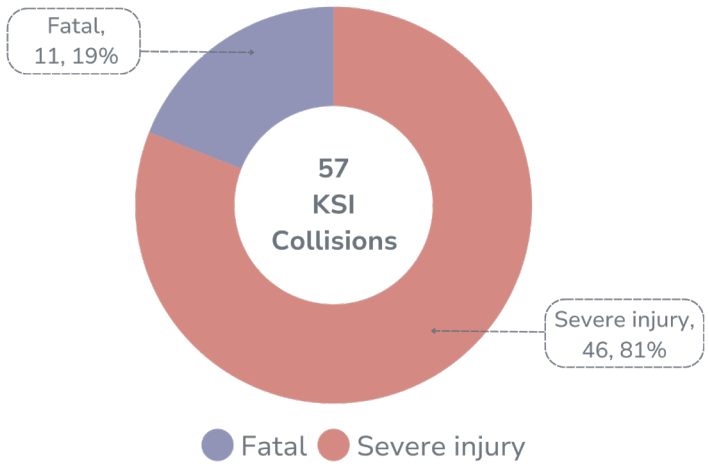
A detailed evaluation of collision data provides critical insight into the safety challenges facing Livermore's roadway network and helps identify where targeted improvements can have the greatest impact. This analysis focuses on injury collisions occurring on City-maintained streets between 2020 and 2024, excluding state facilities such as I-580 and State Route 84.

During this five-year period, a total of 833 injury collisions were recorded. Of these, 57 collisions (Seven percent) resulted in fatal or severe injuries, referred to as killed or severely injured (KSI) collisions. While these events represent a relatively small share of total crashes, they account for the most devastating outcomes, including 11 fatalities (where 14 people lost their lives) and 46 severe injuries (where 67 individual sustained injuries), and are therefore the primary focus of the VZAP.

COLLISIONS BY SEVERITY

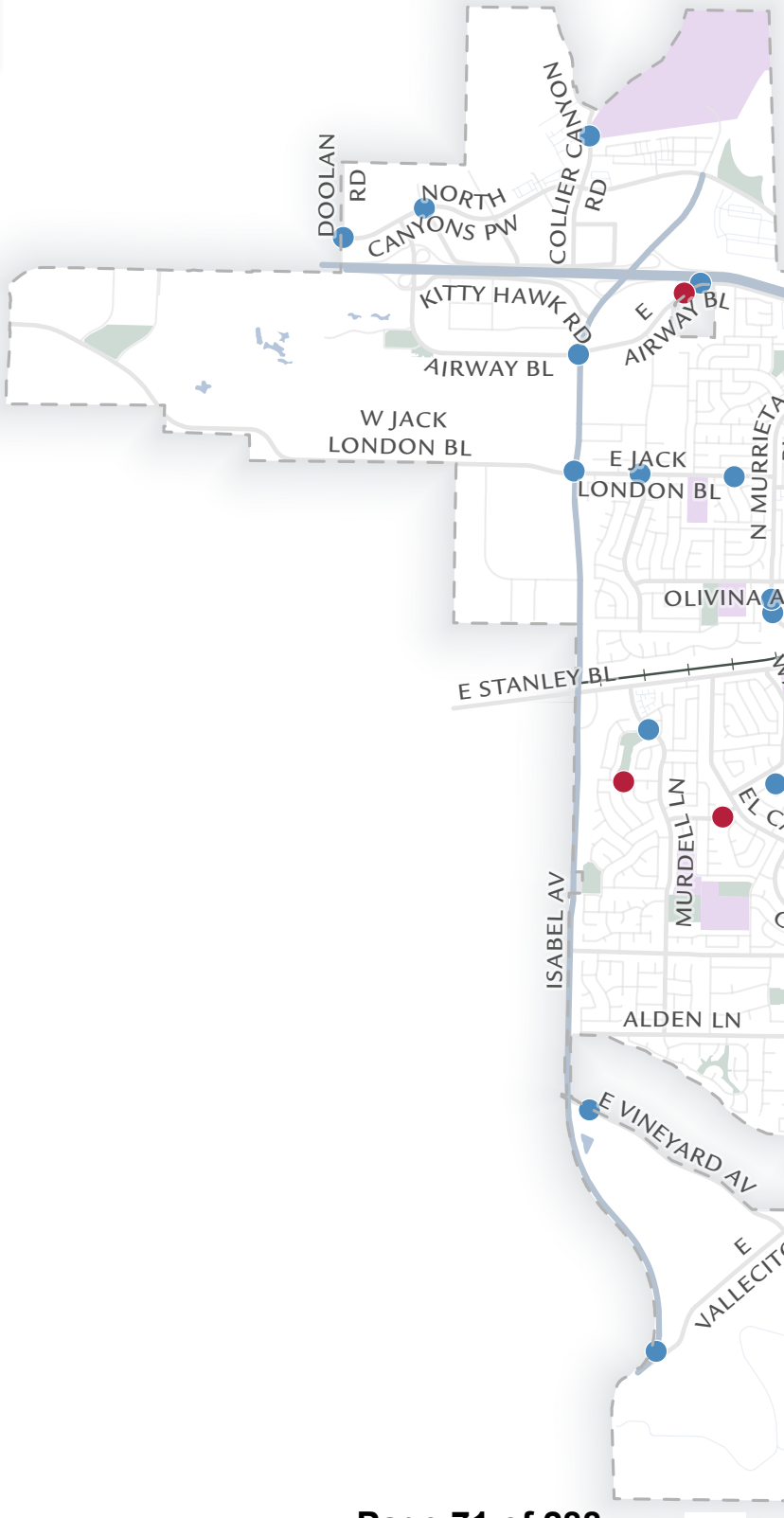


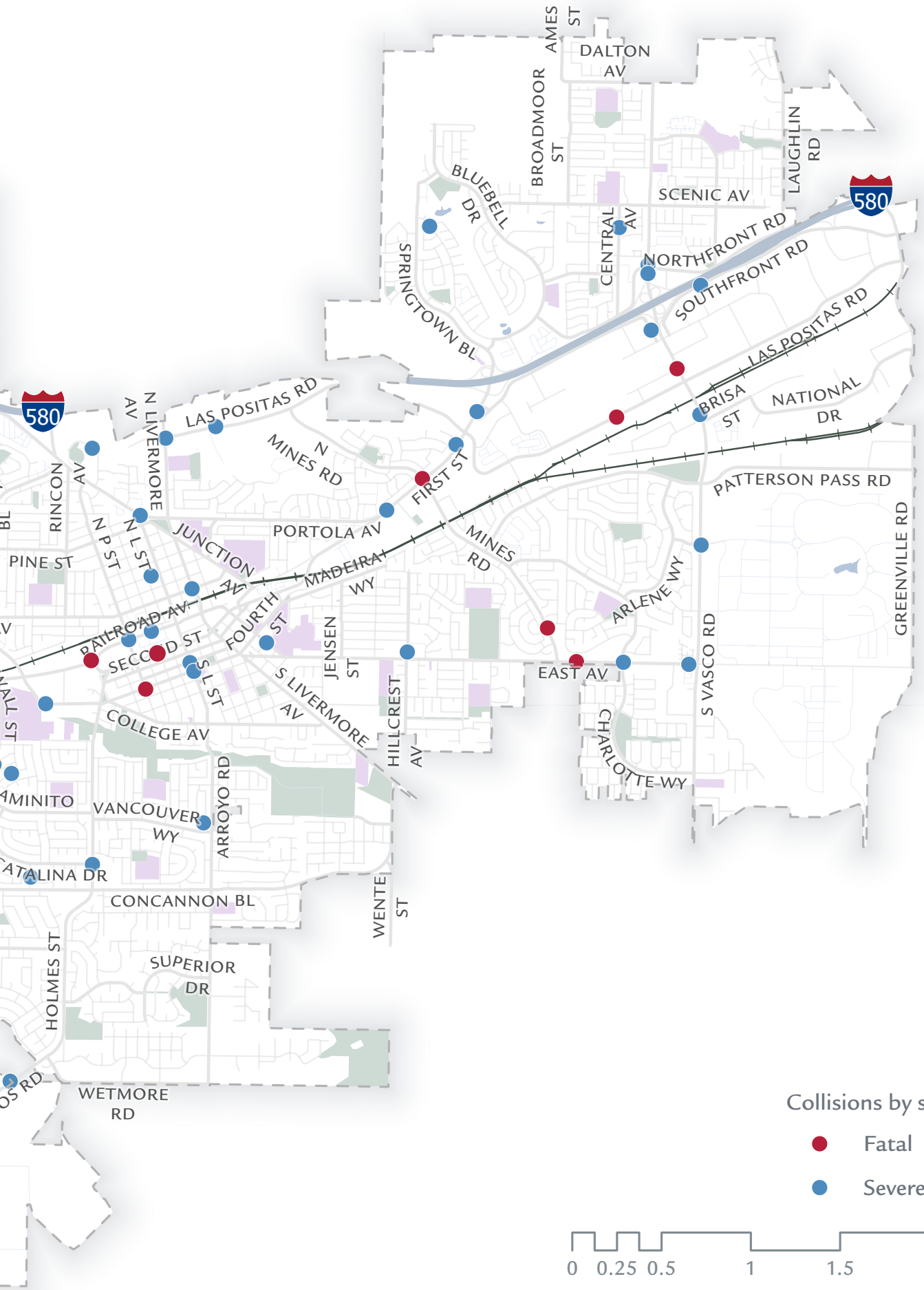
KSI COLLISIONS BY SEVERITY



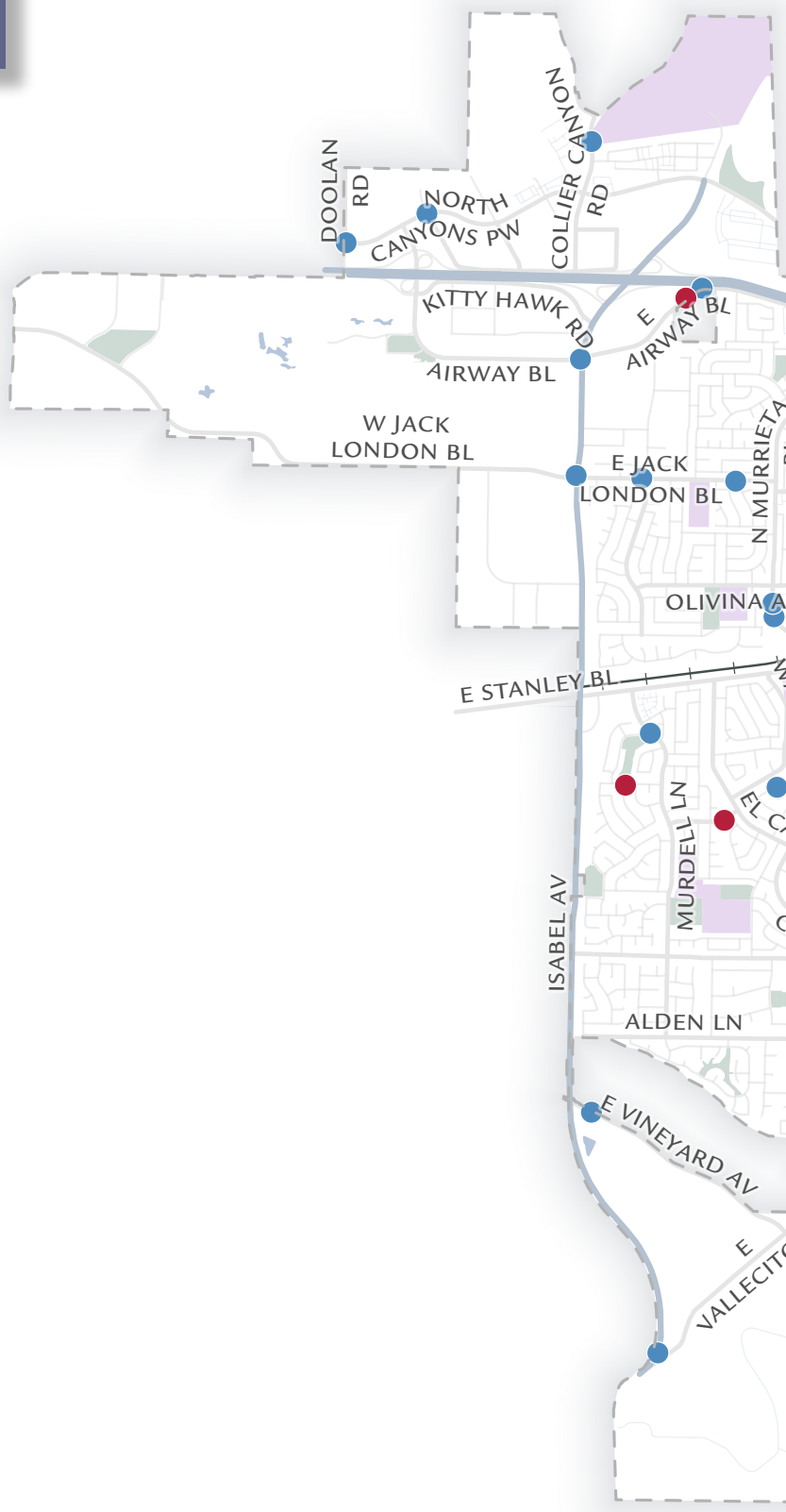


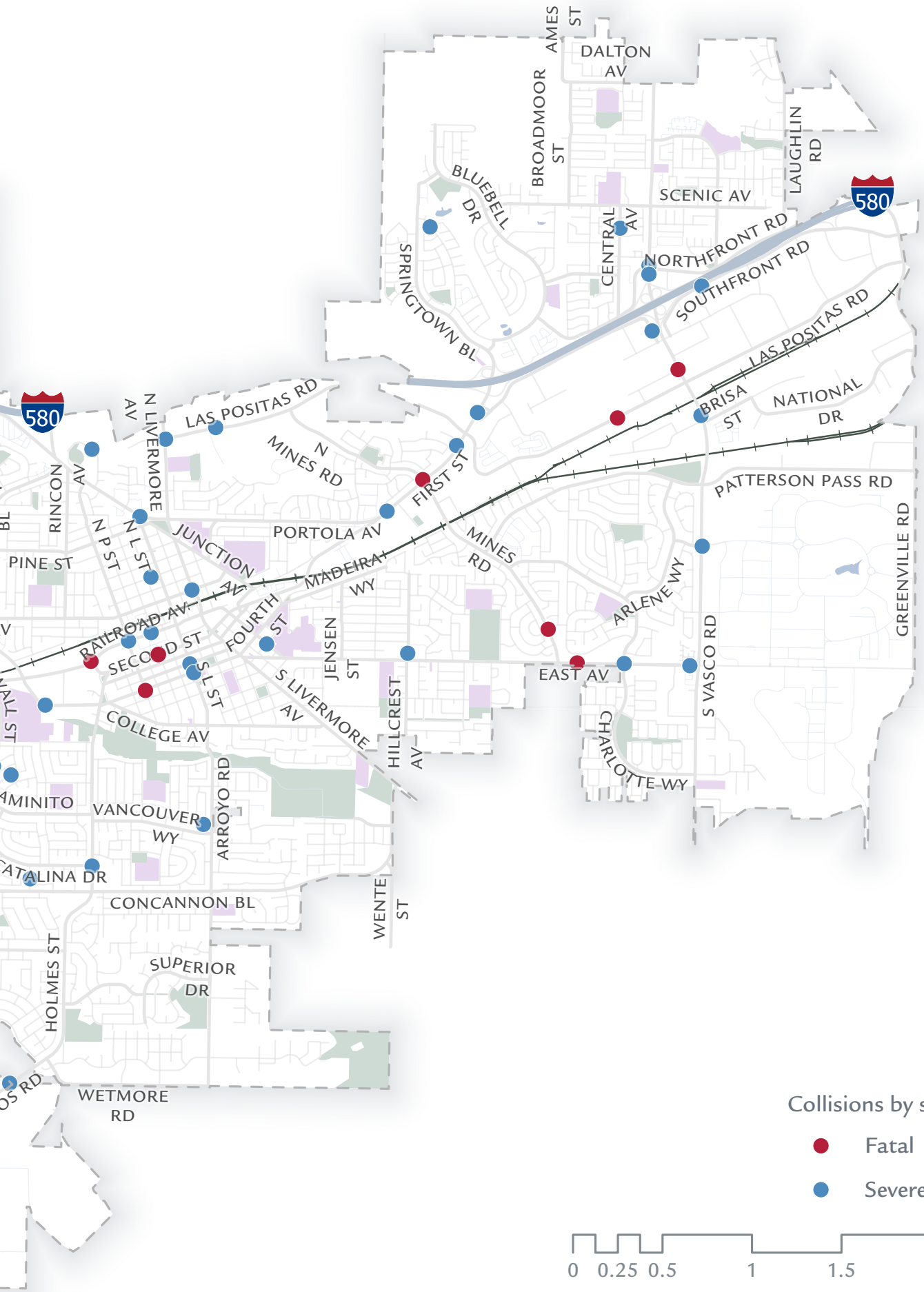
The map illustrates the injury collisions that occurred in the City of Livermore between January 1, 2020, and December 31, 2024.




AMES ST
DALTON AV
BROADMOOR ST
LAUGHLIN RD
BLUEBELL DR
SCENIC AV
580
CENTRAL AV
NORTHFRONT RD
SOUTHFRONT RD
SPRINGTOWN BL
LAS POSITAS RD
BRISA ST
NATIONAL DR
580
N LIVERMORE AV
LAS POSITAS RD
N MINES RD
FIRST ST
RINCON AV
PATTERSON PASS RD
PORTOLA AV
N P ST
N L ST
JUNCTION AV
MADEIRA WY
MINES RD
PINE ST
ARLENE WY
GREENVILLE RD
RAILROAD AV
SECOND ST
FOURTH ST
JENSEN ST
S L ST
S LIVERMORE AV
EAST AV
S VASCO RD
COLLEGE AV
HILLCREST AV
CHARLOTTE WY
VANCOUVER WY
ARROYO RD
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

The map illustrates the KSI collisions that occurred in City of Livermore between January 1, 2020, and December 31, 2024

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LAS POSITAS RD
BRISA ST
NATIONAL DR
PATTERSON PASS RD
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N LIVERMORE AV
LAS POSITAS RD
N MINES RD
FIRST ST
RINCON AV
PINE ST
N P ST
N L ST
JUNCTION AV
PORTOLA AV
MADEIRA WY
MINES RD
ARLENE WY
GREENVILLE RD
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SECOND ST
FOURTH ST
JENSEN ST
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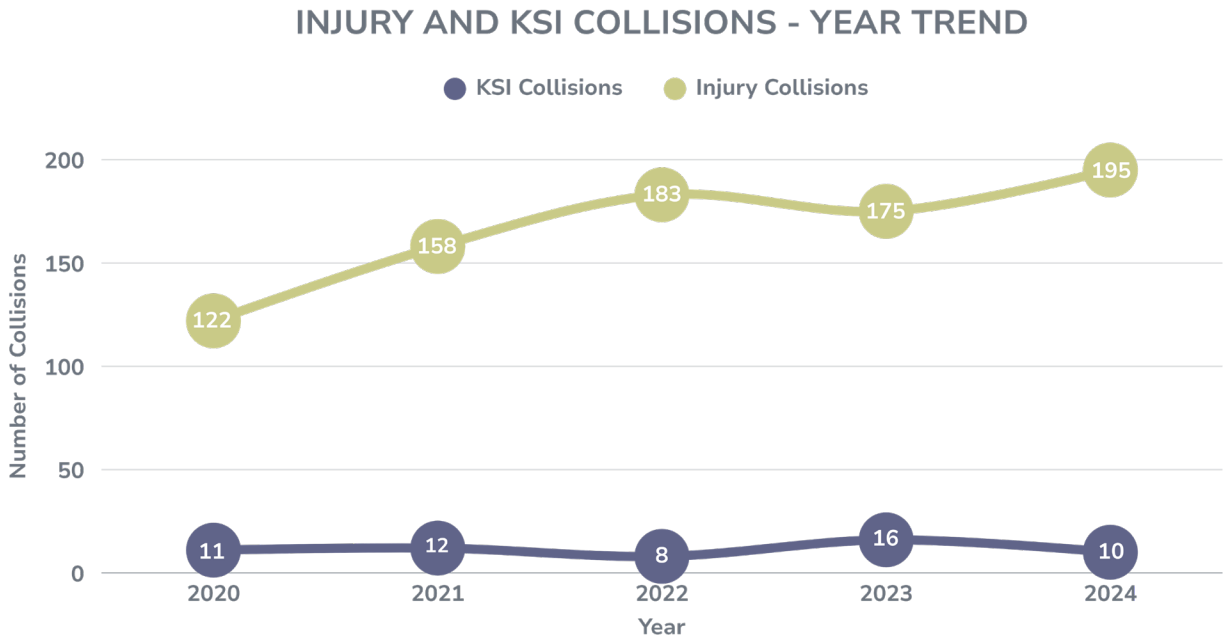
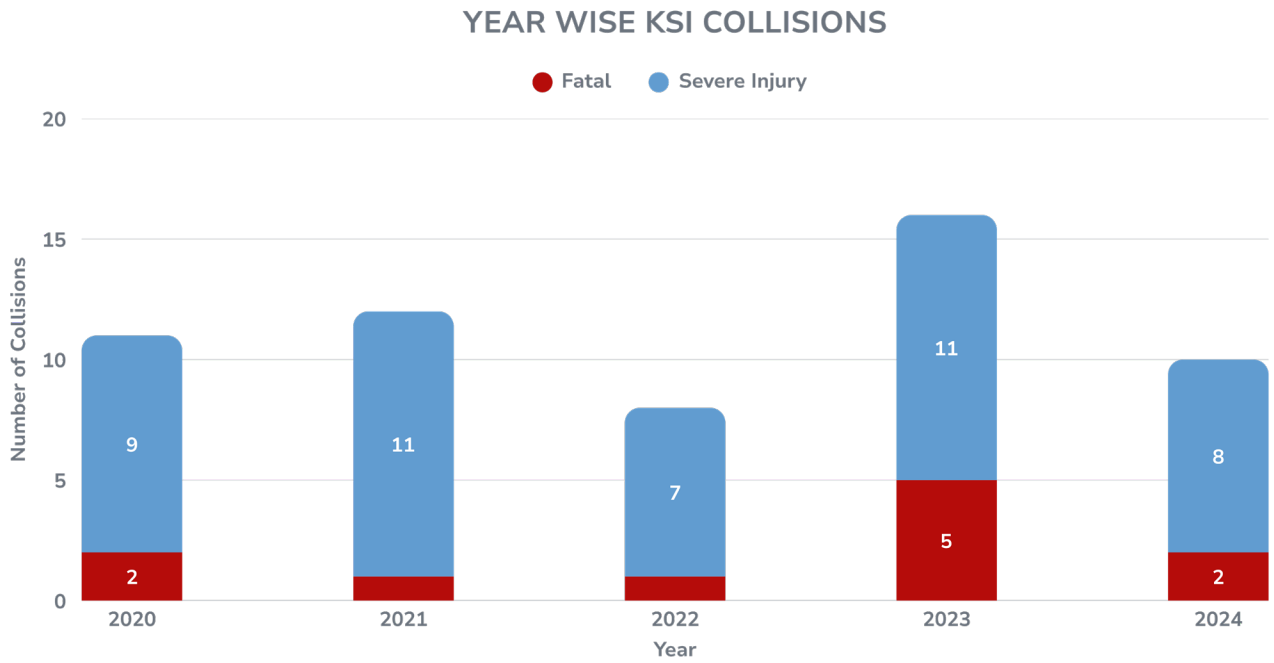
S LIVERMORE AV
EAST AV
S VASCO RD
COLLEGE AV
HILLCREST AV
CHARLOTTE WY
VANCOUVER WY
ARROYO RD
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

OVERALL TRENDS

Collision patterns over time reveal important trends. KSI collisions have remained relatively consistent year to year, indicating persistent systemic risks within the roadway network. In contrast, overall injury collisions have increased steadily, from 122 in 2020 to 195 in 2024, suggesting a growing need for proactive safety interventions as travel demand and activity levels rise across the City.





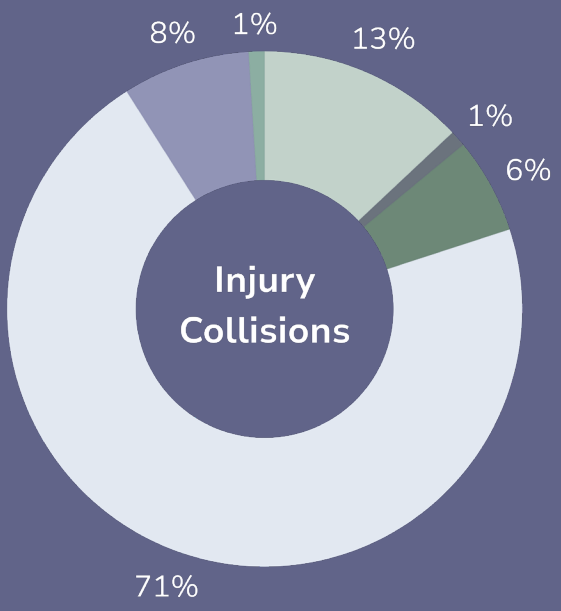
WHO IS MOST AFFECTED

The distribution of collisions by travel mode highlights the disproportionate risk faced by vulnerable road users. While passenger vehicles are involved in the majority of crashes, collisions involving pedestrians, bicyclists, and motorcyclists are significantly more likely to result in severe or fatal outcomes.

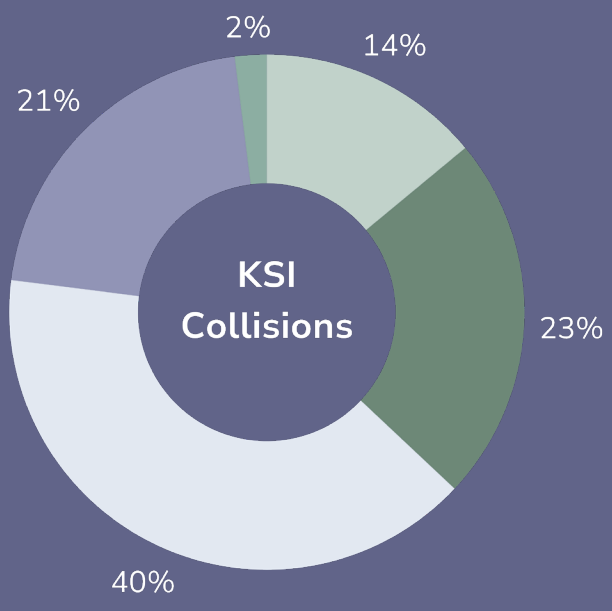
- Pedestrians account for a notable share of KSI collisions despite representing a smaller portion of total collisions.
- Bicyclists and motorcyclists similarly experience higher injury severity when involved in collisions.

These findings reinforce the need to prioritize safety improvements for people walking and bicycling, particularly along busy corridors and at intersections.

INJURY COLLISIONS BY MODE

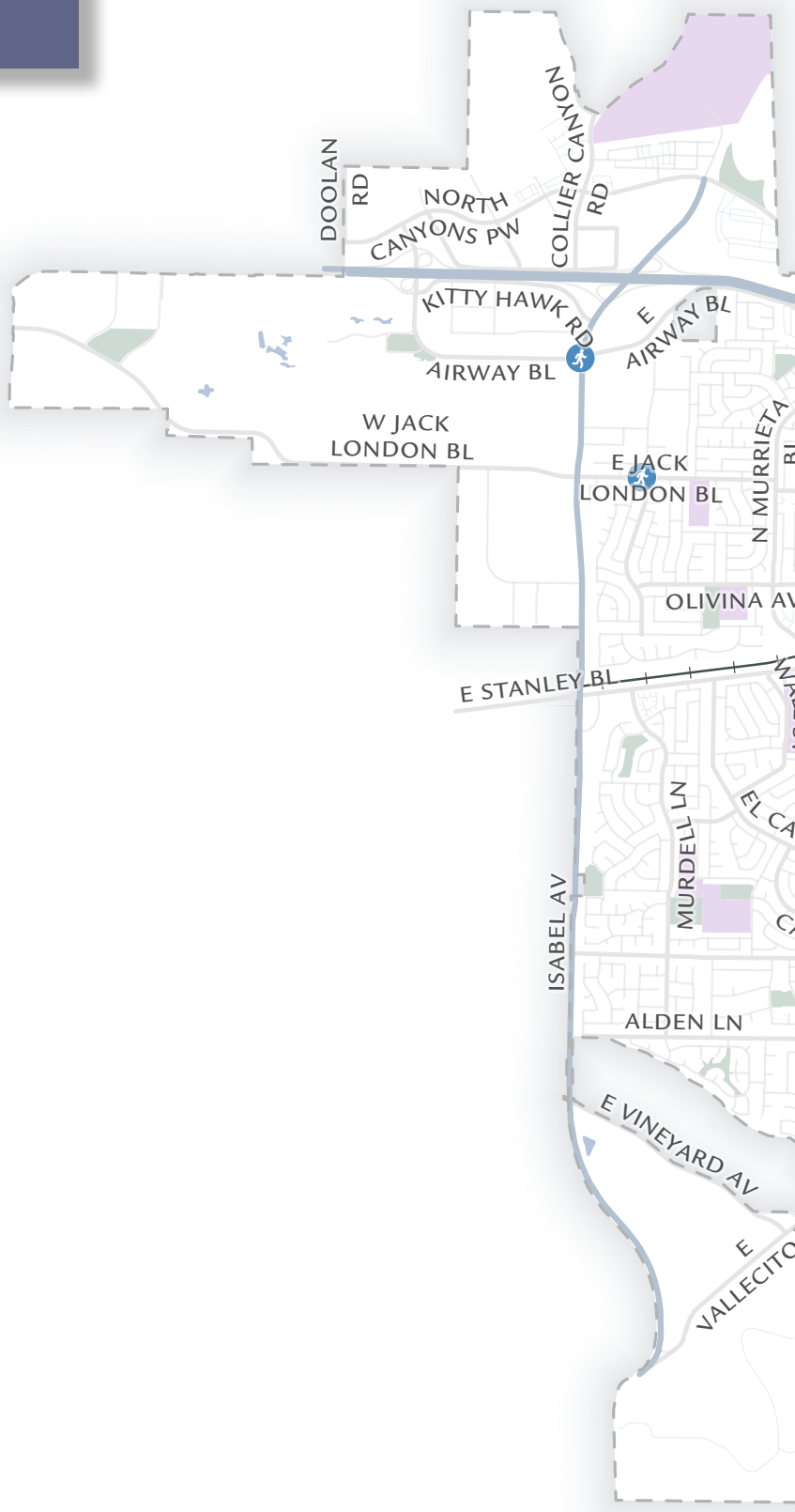


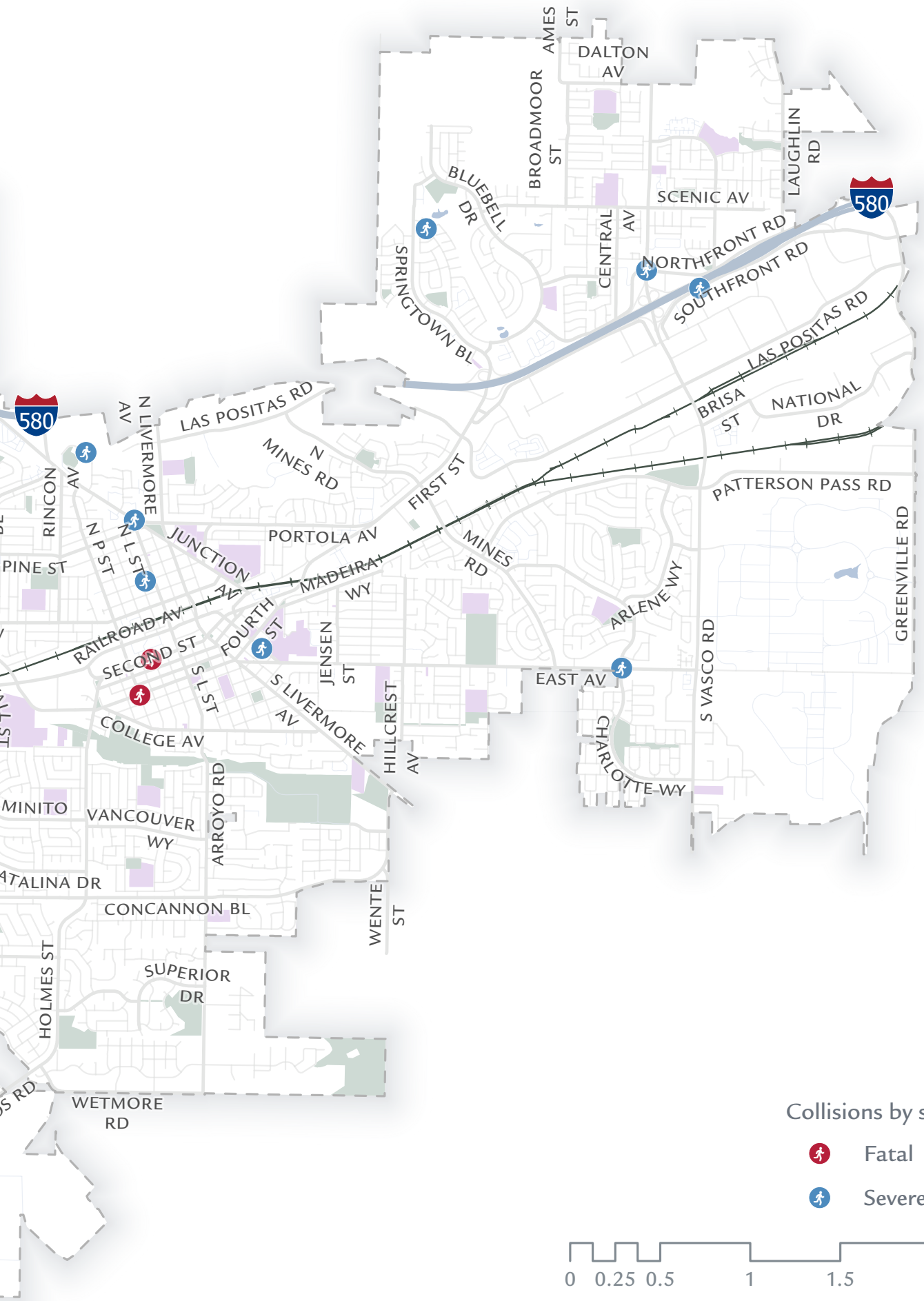
KSI COLLISION BY MODE



Passanger car or pickup truck · Pedestrian · Truck · Bicycle · Bus · Motorcycle

The map illustrates the pedestrian KSI collisions that occurred in City of Livermore between January 1, 2020, and December 31, 2024.





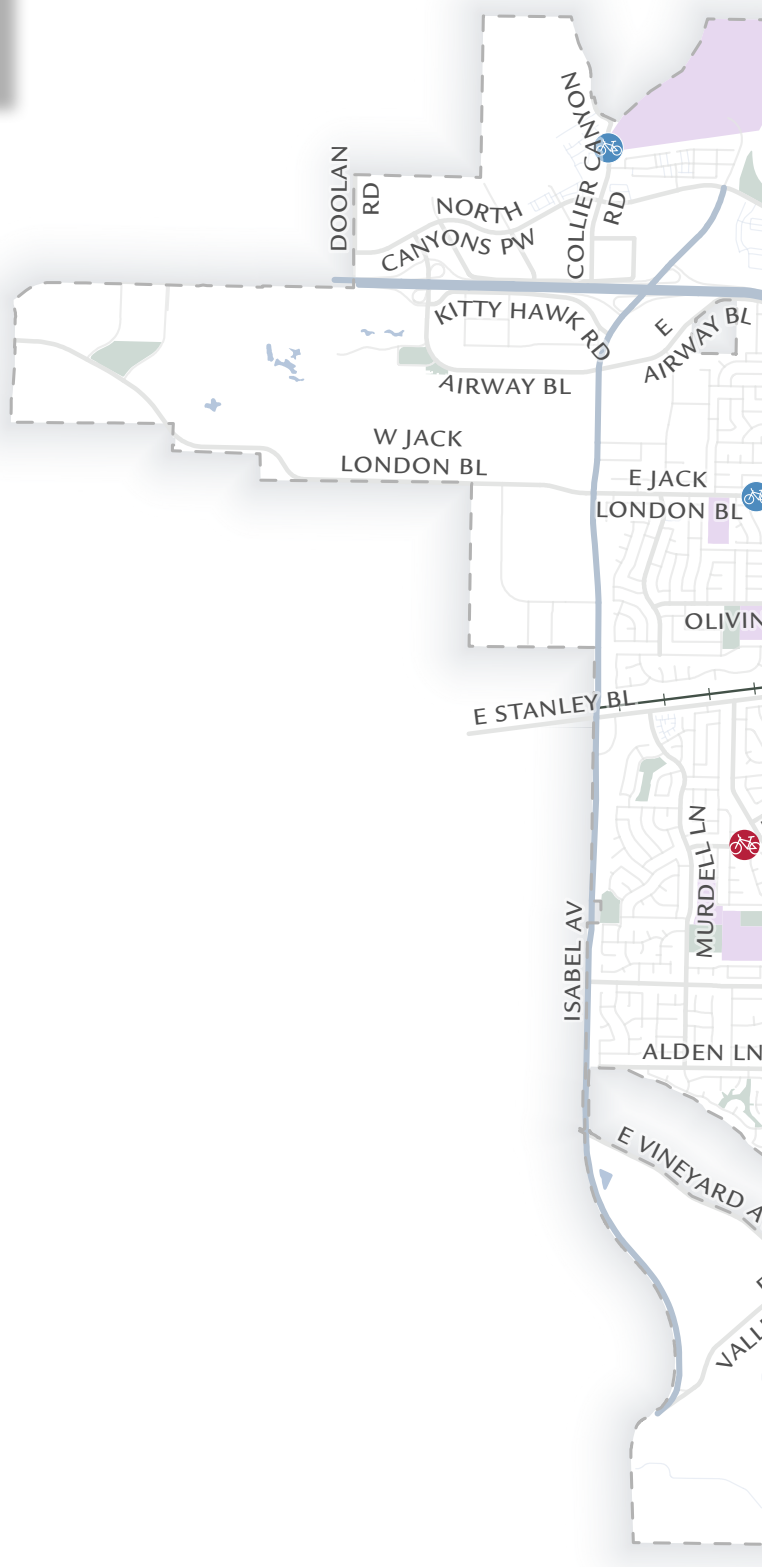
Collisions by severity

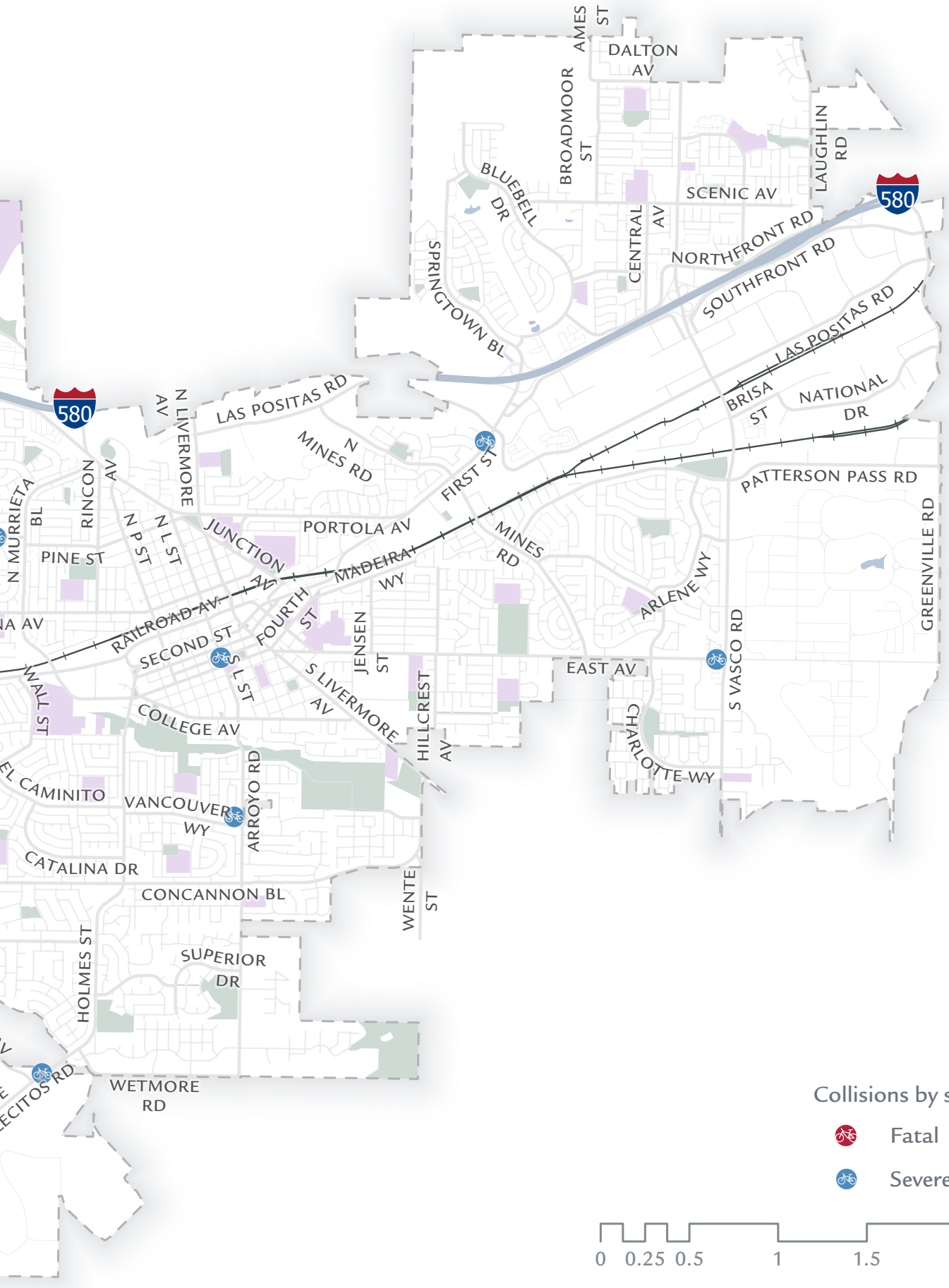
- Fatal
- Severe Injury

0 0.25 0.5 1 1.5 2 Miles

N

The map illustrates the bicycle KSI collisions that occurred in City of Livermore between January 1, 2020, and December 31, 2024.




AMES ST
DALTON AV
BROADMOOR ST
LAUGHLIN RD
BLUEBELL DR
SCENIC AV
CENTRAL AV
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NORTHFRONT RD
SOUTHFRONT RD
SPRINGTOWN BL
LAS POSITAS RD
BRISA ST
NATIONAL DR
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LAS POSITAS RD
N LIVERMORE AV
N MINES RD
FIRST ST
PATTERSON PASS RD
N MURRIETA BL
RINCON AV
N P ST
N L ST
JUNCTION AV
PORTOLA AV
MINES RD
PINE ST
MADEIRA WY
ARLENE WY
GREENVILLE RD
RAILROAD AV
SECOND ST
FOURTH ST
JENSEN ST
EAST AV
S VASCO RD
WALL ST
S L ST
S LIVERMORE AV
HILLCREST AV
COLLEGE AV
CHARLOTTE WY
EL CAMINITO
VANCOUVER WY
ARROYO RD
CATALINA DR
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

WHERE COLLISIONS OCCUR

Spatial analysis shows that intersections are a critical area of concern, accounting for approximately three-quarters of all KSI collisions.

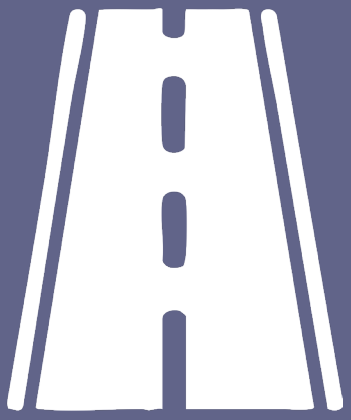
This pattern reflects the complexity of intersection environments, where multiple conflict points, turning movements, and visibility constraints increase the likelihood of severe crashes. In addition, a significant number of severe collisions occur near schools, underscoring the importance of Safe Routes to School improvements and speed management in these areas.

KSI COLLISIONS BY LOCATION

75%
Collisions occurred at intersections



25%
Collisions occurred at along roadways



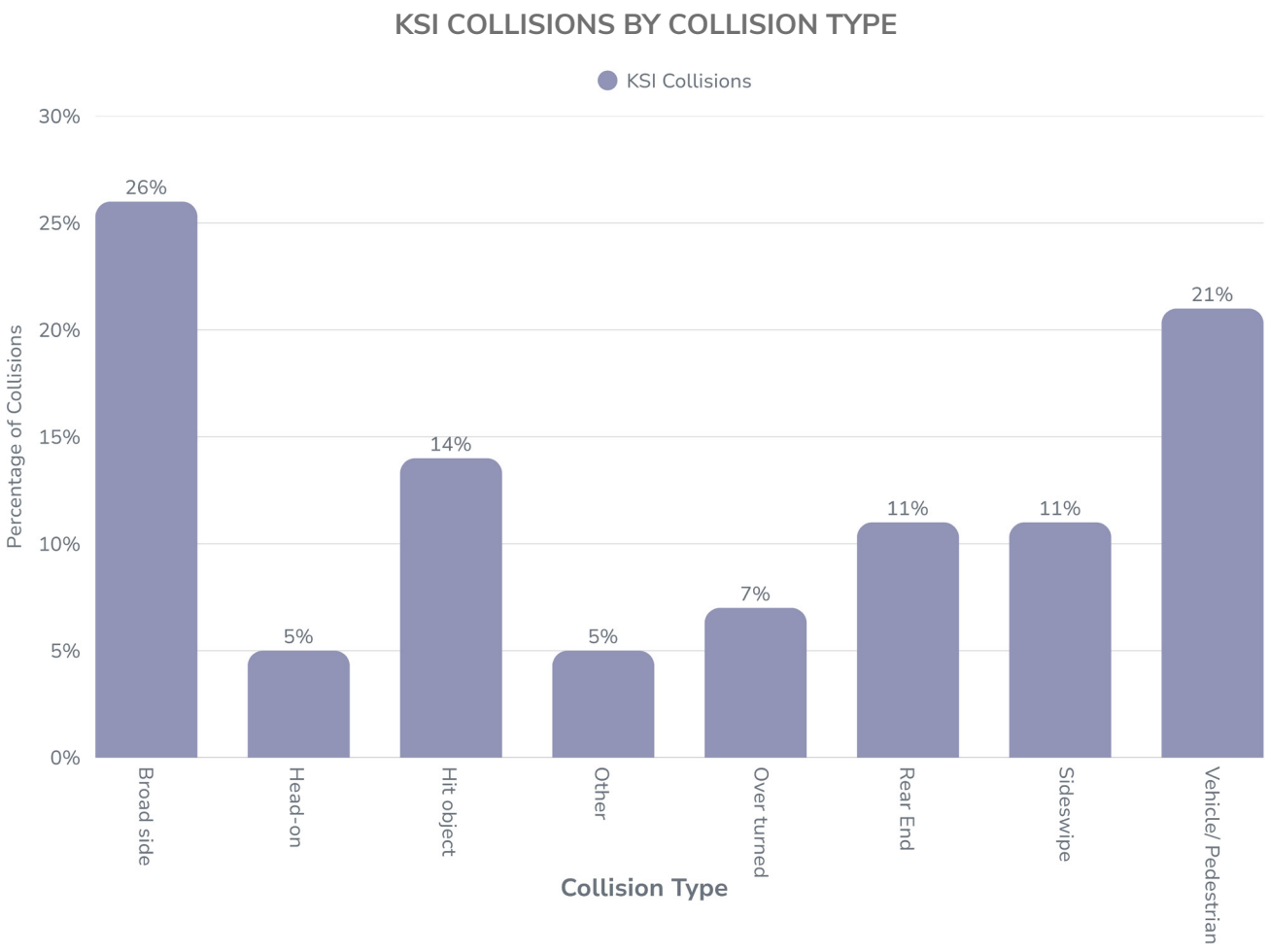


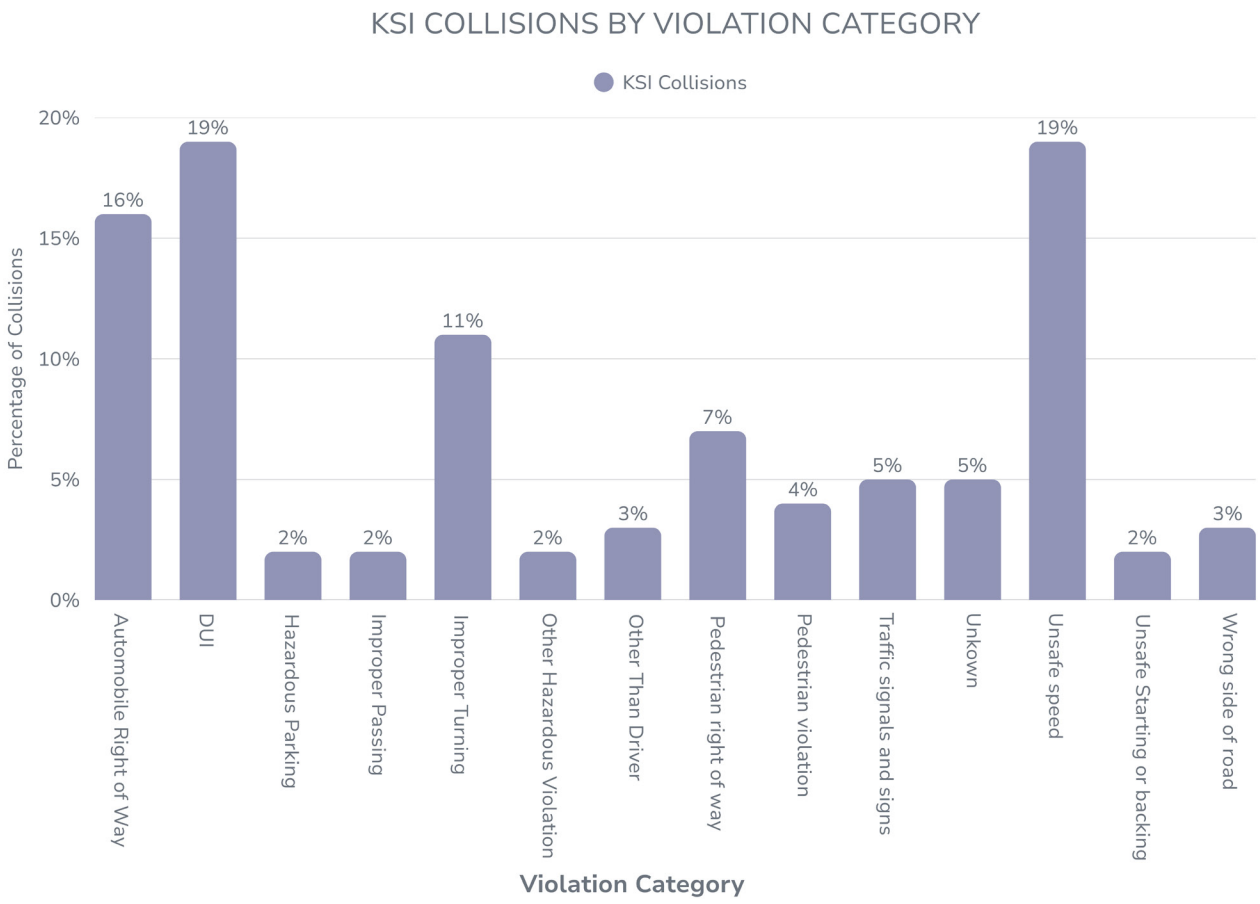
KEY COLLISION CHARACTERISTICS

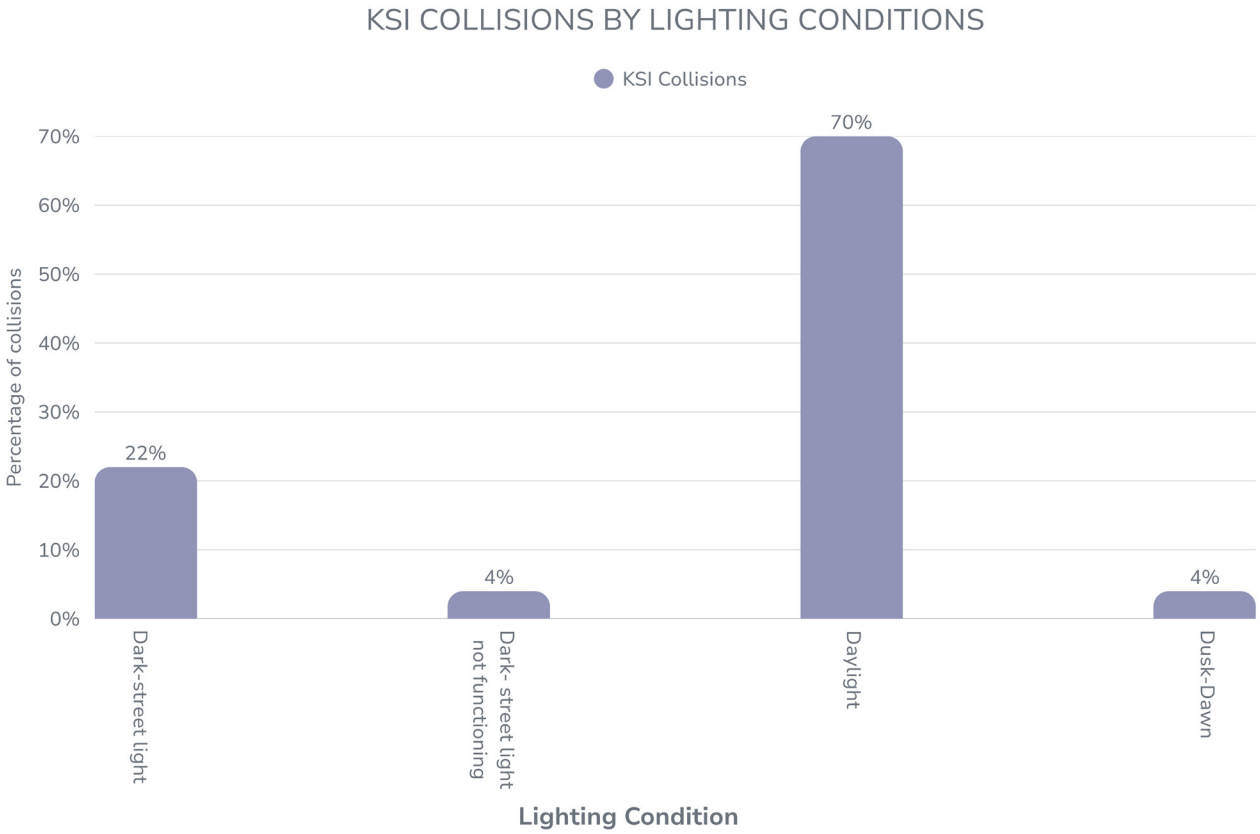
Further analysis of KSI collisions reveals several recurring patterns:

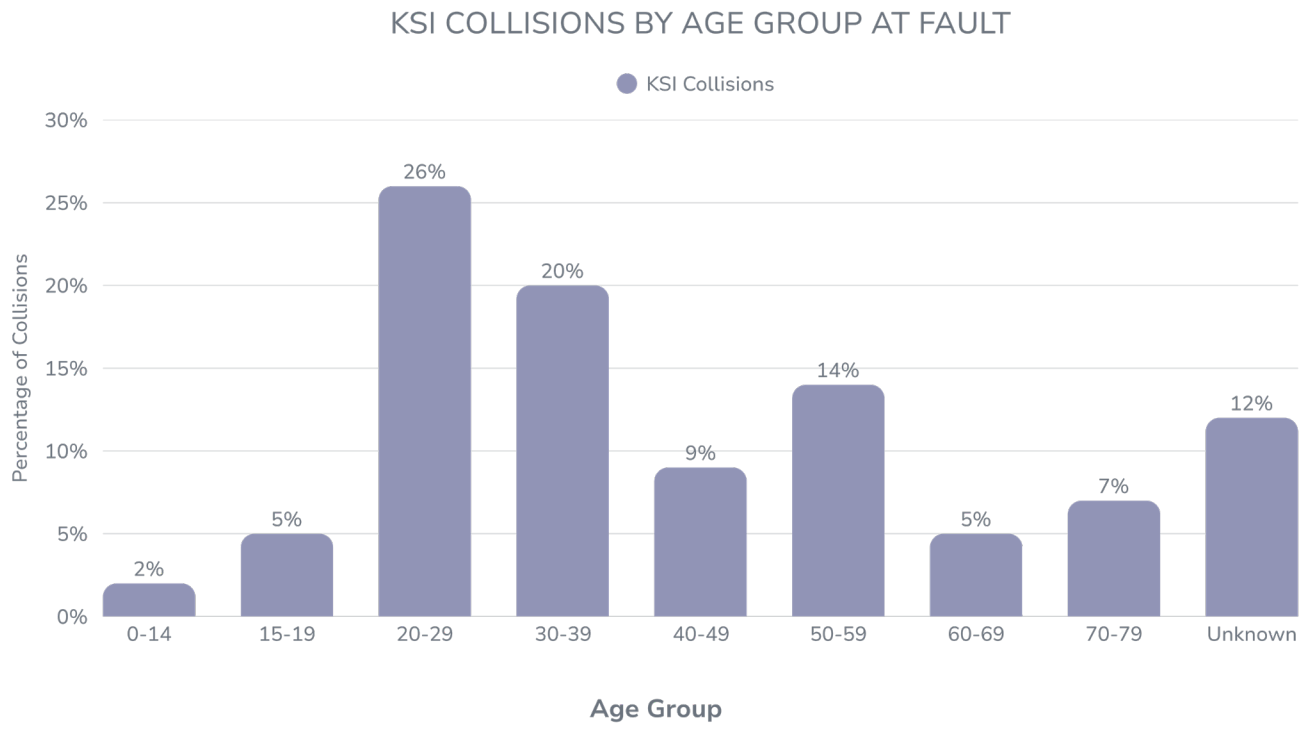
- Collision Types: Broadside (angle) crashes are the most common severe collision type, followed by vehicle–pedestrian incidents and collisions with fixed objects.
- Contributing Factors: Driving under the influence and speeding are among the leading factors associated with severe crashes, along with right-of-way violations and improper turning movements.
- Lighting Conditions: While many severe collisions occur during daylight hours, a notable share occurs under low-light conditions, indicating the importance of visibility enhancements.
- Age Trends: Drivers between the ages of 20 and 39 are most frequently identified as being at fault in KSI collisions, suggesting an opportunity for targeted education and enforcement strategies.

Together, these patterns highlight the combined influence of roadway design, speed, behavior, and visibility in contributing to severe outcomes.




KSI COLLISIONS BY VIOLATION CATEGORY
KSI Collisions
Percentage of Collisions
20%
15%
10%
5%
0%
16%
19%
2%
2%
11%
2%
3%
7%
4%
5%
5%
19%
2%
3%
Automobile Right of Way
DUI
Hazardous Parking
Improper Passing
Improper Turning
Other Hazardous Violation
Other Than Driver
Pedestrian right of way
Pedestrian violation
Traffic signals and signs
Unkown
Unsafe speed
Unsafe Starting or backing
Wrong side of road
Violation Category

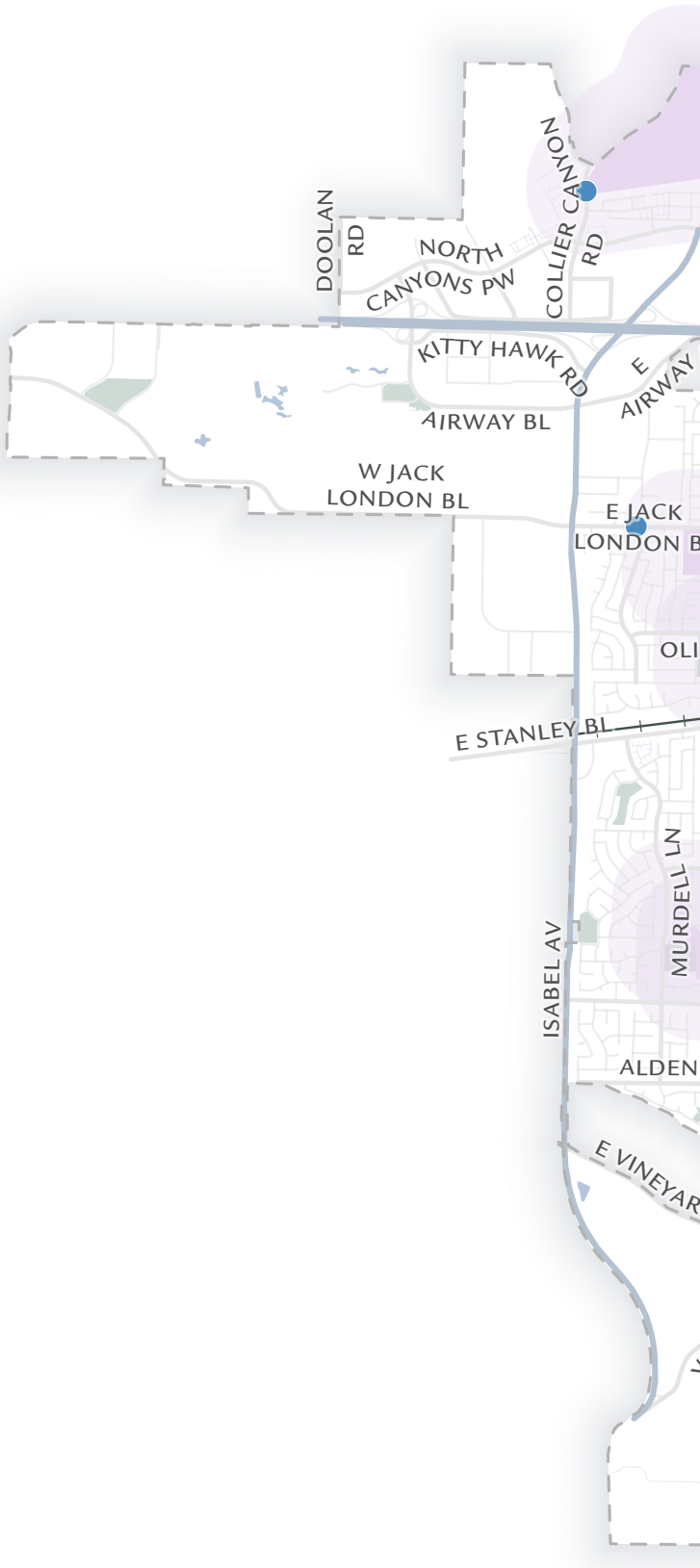

KSI COLLISIONS BY LIGHTING CONDITIONS
KSI Collisions
Percentage of collisions
70%
60%
50%
40%
30%
20%
10%
0%
22%
4%
70%
4%
Dark-street light
Dark- street light not functioning
Daylight
Dusk-Dawn
Lighting Condition


KSI COLLISIONS BY AGE GROUP AT FAULT
KSI Collisions
Percentage of Collisions
30%
25%
20%
15%
10%
5%
0%
2%
5%
26%
20%
9%
14%
5%
7%
12%
0-14
15-19
20-29
30-39
40-49
50-59
60-69
70-79
Unknown
Age Group

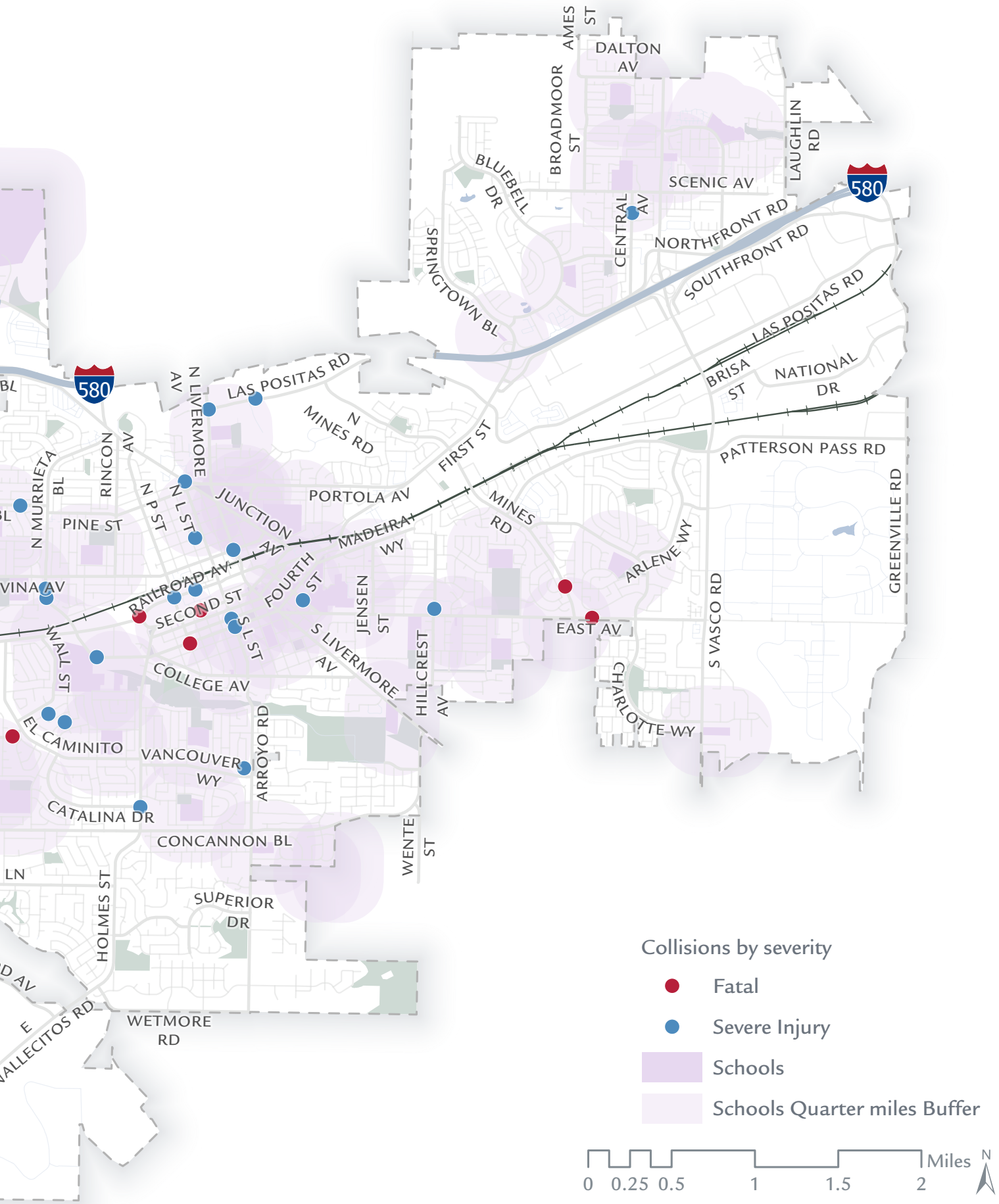

Wall St
DO NOT
BLOCK
INTERSECTION
35

KSI COLLISIONS NEARBY QUARTER MILE OF SCHOOLS

A total of 28 KSI collisions, including six fatal and 22 severe injury collisions, occurred within a quarter mile of schools. Among these, passenger cars or pickup trucks were involved in 13 collisions, followed by pedestrians (six collisions), bicycles (five collisions), and motorcycles (four collisions). The most common violation categories were DUI (six collisions) and unsafe speed (five collisions), while the predominant crash type was broadside, accounting for 10 collisions. The 20–29 age group, identified as the most frequently at fault, accounted for seven KSI collisions, reflecting a higher crash involvement and risk among younger drivers. Additionally, 17 collisions occurred during daylight hours, highlighting that the most severe collisions near schools tend to happen under clear visibility conditions.



The map illustrates the KSI collisions that occurred within a quarter mile of schools in the City of Livermore between January 1, 2020, and December 31, 2024.


AMES ST
DALTON AV
BROADMOOR ST
LAUGHLIN RD
BLUEBELL DR
SCENIC AV
CENTRAL AV
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NORTHFRONT RD
SOUTHFRONT RD
SPRINGTOWN BL
LAS POSITAS RD
BRISA ST
NATIONAL DR
580
N LIVERMORE AV
LAS POSITAS RD
N MINES RD
FIRST ST
PATTERSON PASS RD
N MURRIETA BL
RINCON AV
N P ST
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JUNCTION AV
PORTOLA AV
MADEIRA WY
MINES RD
PINE ST
RAILROAD AV
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FOURTH ST
JENSEN ST
ARLENE WY
GREENVILLE RD
VINA AV
WALL ST
S L ST
S LIVERMORE AV
EAST AV
S VASCO RD
COLLEGE AV
HILLCREST AV
CHARLOTTE WY
EL CAMINITO
VANCOUVER WY
ARROYO RD
CATALINA DR
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
Collisions by severity
Fatal
Severe Injury
Schools
Schools Quarter miles Buffer
0 0.25 0.5 1 1.5 2 Miles
N

HIGH INJURY NETWORK

To maximize safety benefits and align with the principles of the Safe Streets and Roads for All (SS4A) program, the City of Livermore identified a High-Injury Network (HIN), a subset of corridors that account for a disproportionate share of fatal and serious injury crashes. This targeted approach promotes directing safety investments to locations with the highest potential to reduce roadway fatalities and serious injuries.

The HIN was developed using a comprehensive, data-driven analysis of collision data, with an emphasis on crash frequency, severity, and spatial concentration. Fatal and serious injury crashes were weighted more heavily in the analysis to prioritize locations where interventions can have the greatest life-saving impact. This methodology is consistent with the Safe System Approach and supports the City's goal of eliminating roadway fatalities and serious injuries.

In addition to identifying priority corridors, the analysis incorporates key risk factors to further refine high-priority segments. These factors include:

- The presence and concentration of fatal and serious injury collisions
- Collision occurrence at intersections
- Involvement of vulnerable road users, including pedestrians and bicyclists

By integrating these criteria, the HIN reflects both systemic risk patterns and location-specific safety challenges, supporting the development of targeted and effective countermeasures.

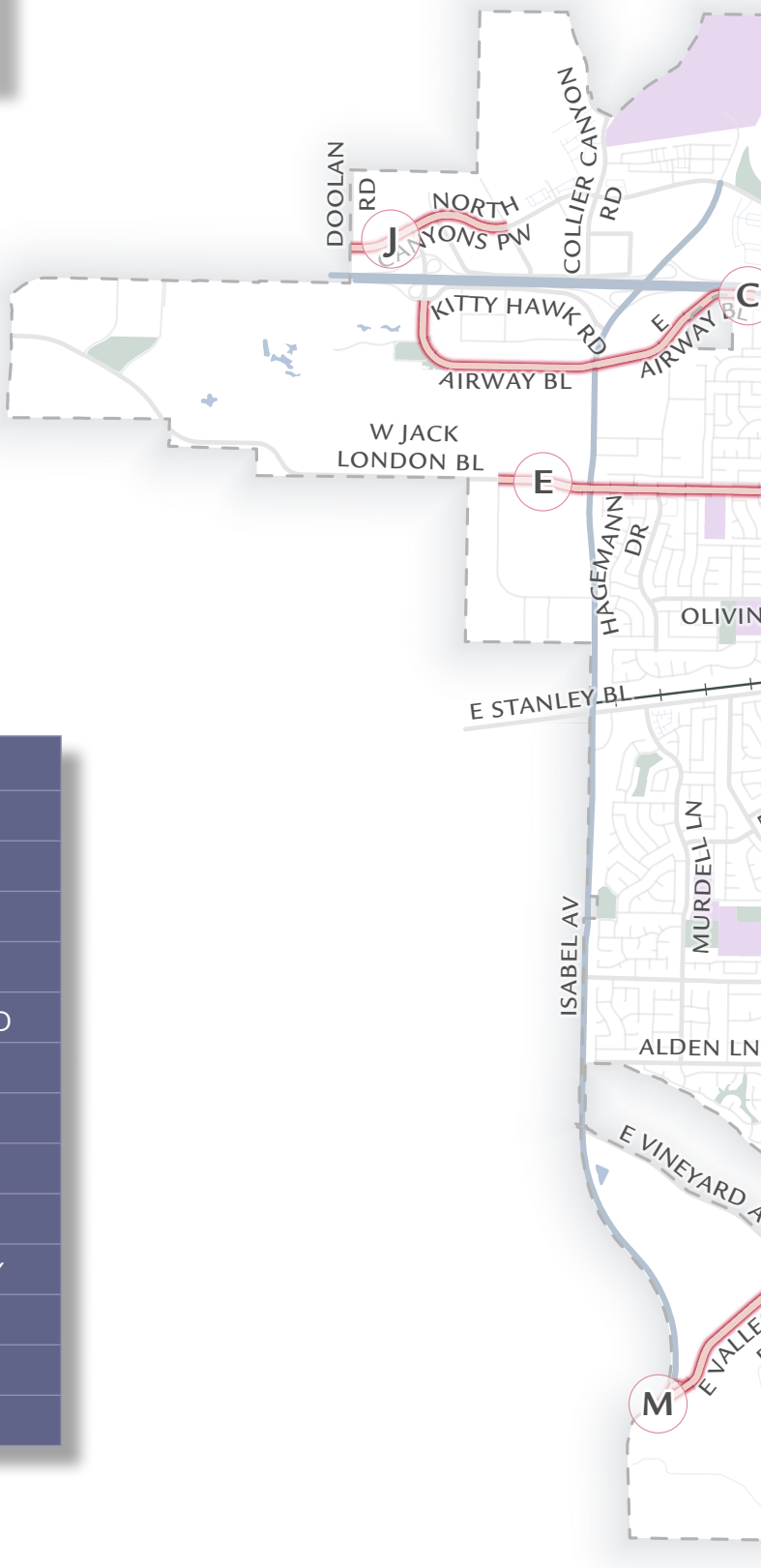
The identified corridors represent priority investment areas where evidence-based safety strategies, such as speed management, intersection improvements, and multimodal infrastructure enhancements, can be implemented to reduce crash severity and improve overall roadway safety. This approach enables the City to advance a portfolio of projects that are data-driven, cost-effective, and aligned with SS4A funding priorities.

Establishing HIN provides a clear framework for prioritizing safety investments and advancing implementation. It promotes the strategic allocation of limited resources to projects with the greatest potential to reduce fatalities and serious injuries, while supporting measurable progress toward Livermore's Vision Zero goal.

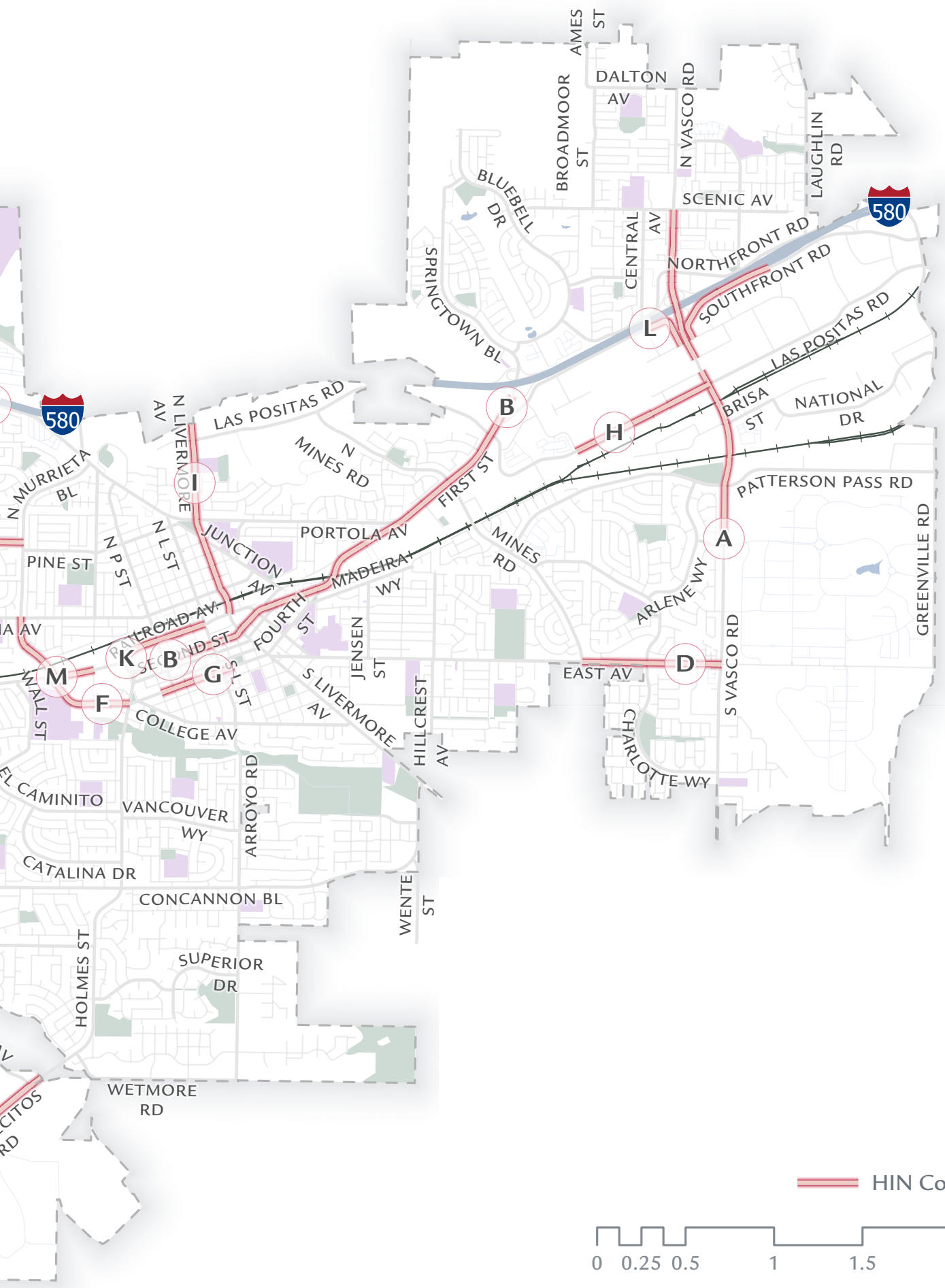
Between 2020 and 2024, the 13 high-injury corridors identified through this process accounted for seven fatalities and 30 severe injury collisions. The table below summarizes these priority corridors.

Rank	Corridors	Fatal	Severe Injury	KSI Collisions	Intersection KSI Collisions	Pedestrian KSI Collisions	Bicycle KSI Collisions
A	**Vasco Rd**: Scenic Ave to W Gate Dr	1	5	6	5	1	0
B	**First St:** I-580 to P St	2	3	5	3	1	1
C	**Airway Blvd:** Sutter Street to Kitty Hawk Rd	1	2	3	1	1	0
D	**East Ave:** N Mines Road to S Vasco Rd	1	2	3	3	1	1
E	**Jack London Blvd:** Discovery Dr to Murrieta Blvd	0	3	3	2	1	1
F	**Murrieta Blvd:** Olivina Ave to Holmes St	0	3	3	0	0	0
G	**Fourth St:** S Q Street to S K St	1	1	2	2	1	0
H	**Las Positas Rd:** Bennett Dr to S Vasco Rd	1	1	2	1	0	0
I	**Livermore Ave:** North City Limits to Railroad Ave	0	2	2	2	0	0
J	**N Canyons Pkwy:** West City Limits to Independence Dr	0	2	2	2	0	0
K	**Railroad Ave:** First St to N L St	0	2	2	2	0	0
L	**Southfront Rd:** Franklin Lane to Commerce Wy	0	2	2	1	1	0
M	**Vallecitos Rd:** West City Limits to E Vineyard Ave	0	2	2	1	0	1

The map illustrates the 13 corridors on the high-injury network based on KSI collisions in the City of Livermore.



Rank	Corridors
A	VASCO RD
B	FIRST ST
C	AIRWAY BLVD
D	EAST AVE
E	JACK LONDON BLVD
F	MURRIETA BLVD
G	FOURTH ST
H	LAS POSITAS RD
I	LIVERMORE AVE
J	N CANYONS PKWY
K	RAILROAD AVE
L	SOUTHFRONT RD
M	VALLECITOS RD


AMES ST
DALTON AV
BROADMOOR ST
N VASCO RD
LAUGHLIN RD
BLUEBELL DR
SCENIC AV
580
CENTRAL AV
NORTHFRONT RD
SOUTHFRONT RD
SPRINGTOWN BL
L
LAS POSITAS RD
B
H
BRISA ST
NATIONAL DR
580
N LIVERMORE AV
LAS POSITAS RD
N MINES RD
FIRST ST
PATTERSON PASS RD
N MURRIETA BL
I
PORTOLA AV
MINES RD
A
GREENVILLE RD
PINE ST
N P ST
N L ST
JUNCTION AV
MADEIRA WY
ARLENE WY
RAILROAD AV
FOURTH ST
JENSEN ST
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EAST AV
WALL ST
COLLEGE AV
HILLCREST AV
CHARLOTTE WY
EL CAMINITO
VANCOUVER WY
ARROYO RD
CATALINA DR
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
HIN Corridors
0 0.25 0.5 1 1.5 2 Miles
N

ALIGNING THE HIGH INJURY NETWORK WITH THE COMMUNITY ENGAGEMENT APPROACH

Consistent with the SS4A framework, the City of Livermore integrates technical analysis with robust community engagement to promote safety priorities that reflect both data-driven findings and lived experiences. By aligning the HIN with input from residents, stakeholders, and community partners, the City strengthens its ability to identify safety concerns, validate high-risk locations, and develop context-sensitive solutions.

This combined approach enhances transparency and builds public trust, while ensuring that safety investments are responsive to community needs. It also supports the development of targeted education and outreach strategies that reinforce safe behaviors and complement engineering improvements.

Community feedback collected throughout the planning process closely aligns with the collision data analysis. Notably, approximately 75 percent of fatal and severe injury collisions occur at intersections, a finding that was consistently echoed in public input. Corridors such as Vasco Road and First Street were frequently identified by community members as areas of concern, consistent with their designation on the High-Injury Network.

Feedback also highlighted key safety concerns across different travel modes. Motor vehicle-related issues were most frequently cited, followed by concerns related to pedestrian and bicycle safety. Community members specifically identified intersections such as East Avenue at Jensen Street and Livermore Avenue at Second Street, as well as corridors including East Avenue and Livermore Avenue, as locations with recurring safety challenges. These locations correspond directly with areas identified through the HIN analysis based on 2020 - 2024 collision data.

The strong alignment between community-identified concerns and data-driven findings reinforces the validity of the City's analytical approach and underscores the need for targeted, location-specific interventions. By integrating community insight with technical analysis, the City is better positioned to advance effective, equitable, and implementable safety improvements that reduce traffic-related fatalities and serious injuries.


NO U TURN
N. Vasco Rd
CERVEZA
Modelo



COUNTERMEASURES TOOLBOX & COLLISION PROFILES

The City identified **12 priority collision profiles** that highlight recurring patterns in collisions resulting in fatalities and severe injuries (KSI). These profiles were developed through a comprehensive analysis of collision data and associated roadway conditions. Each profile represents a critical safety concern and reflects common characteristics such as pedestrian involvement, nighttime conditions, impaired driving, or intersection-related conflicts. It is important to note that individual collisions may fall into multiple profiles (e.g., a nighttime collision involving impaired driving at an intersection).

To address these safety challenges, the City developed a comprehensive Countermeasures Toolbox consisting of engineering, education, and enforcement strategies. The toolbox includes a wide range of treatments related to:

- Roadway design and geometric improvements
- Pedestrian and bicyclist safety enhancements
- Traffic operations and signal timing
- Speed management strategies
- Signage and pavement markings
- Public education and awareness programs

This toolbox is designed to support **context-sensitive decision-making,** recognizing that not all countermeasures are appropriate for every location. Each collision profile is paired with a targeted set of countermeasures, allowing the City to implement solutions that directly address specific safety risks.

Evaluation Framework

Each countermeasure was evaluated based on the following criteria:

Efficacy
The expected safety benefit based on research and industry best practices

Cost
The relative cost associated with design, implementation, and maintenance

Complexity
The level of effort, coordination, and time required for implementation

All countermeasures should be applied on a **case-by-case basis,** considering local factors such as roadway context, surrounding land uses, terrain, and environmental conditions. Additional information on evaluation framework is provided in the **Appendix D.**

Data Sources & Methodology

The Federal Highway **Complexity (Cx):** Administration (FHWA) Crash Modification Factors (CMF) Clearinghouse served as the primary reference for identifying applicable countermeasures, associated collision types, and corresponding Crash Reduction Factors (CRFs). Additional published research and industry guidance were reviewed to supplement CMF data and provide a more comprehensive understanding of countermeasure effectiveness.

When selecting countermeasures, practitioners should consider the availability, applicability, and reliability of CMF data.

Countermeasure Table Components

The countermeasure tables included in this plan provide the following information:

Collision Types
Categories such as All, Ped-Bike (pedestrian and bicycle), Night, or Emergency Vehicle

Crash Reduction Factor (CRF):
Estimated percentage reduction in collisions following implementations

Expeced Life:
Anticipated service life before major maintenance or replacement

Application of the Toolbox

The following section presents the 12 collision profiles, each accompanied by the most relevant and effective countermeasures. Together, these strategies form a practical, data-driven toolbox that enables the City to implement targeted safety improvements addressing its unique roadway safety challenges.

Detailed countermeasure tables are provided in **Appendix D.**



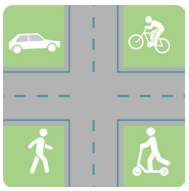
LIST OF COLLISION PROFILES

The identified collision profiles capture a range of contributing factors, including behavioral risks (e.g., speeding, impaired driving), environmental conditions (e.g., nighttime), and location-specific characteristics (e.g., intersections, corridors, school zones). As noted, individual collisions may align with multiple profiles.

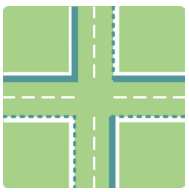
Each profile includes a summary of key trends and up to 12 prioritized countermeasures, with additional strategies provided in the Technical **Appendix D.**



Profile 1:
Address collision near the school zone



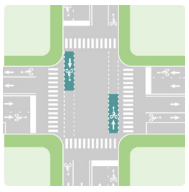
Profile 2:
Address collisions between age group 20-39



Profile 3:
Address collisions that occurred at non-signalized intersections



Profile 4:
Reduce collisions on 25mph streets



Profile 5:
Address collision occurred at signalized intersections



Profile 6:
Reduce nighttime collisions



Profile 7:
Reduce broadside collisions



Profile 8:
Address motorcycle collisions



Profile 9:
Address pedestrian collisions



Profile 10:
Address driving under the influence (DUI)



Profile 11:
Reduce speeding



Profile 12:
Address bicycle collisions

Profile 1: Address collision near the school zone

- Safe Routes to School Program
- School Educational Programs
- Walking School Bus Program
- Reduced Speed School Zone
- Traffic Calming Devices
- Crossing Guard Program
- Advanced Stop Bars at Intersections
- Pick-Up / Drop-Off Zone Designation
- Protected Left-Turn Phases
- Install Roadway and Intersection Lighting
- Enhanced Signs with Reflective Posts
- High Visibility Enforcement (Targeted Enforcement)

FACTORS



- There were six fatal and 22 severe injury collisions.
- Trends included six DUI-related collisions, five involving unsafe speed, four automobile ROW, three traffic signals and signs.
- **Collision Type:** 10 broadside collisions & six vehicle / pedestrian collisions.

MODES

13 Collisions

5 Collisions

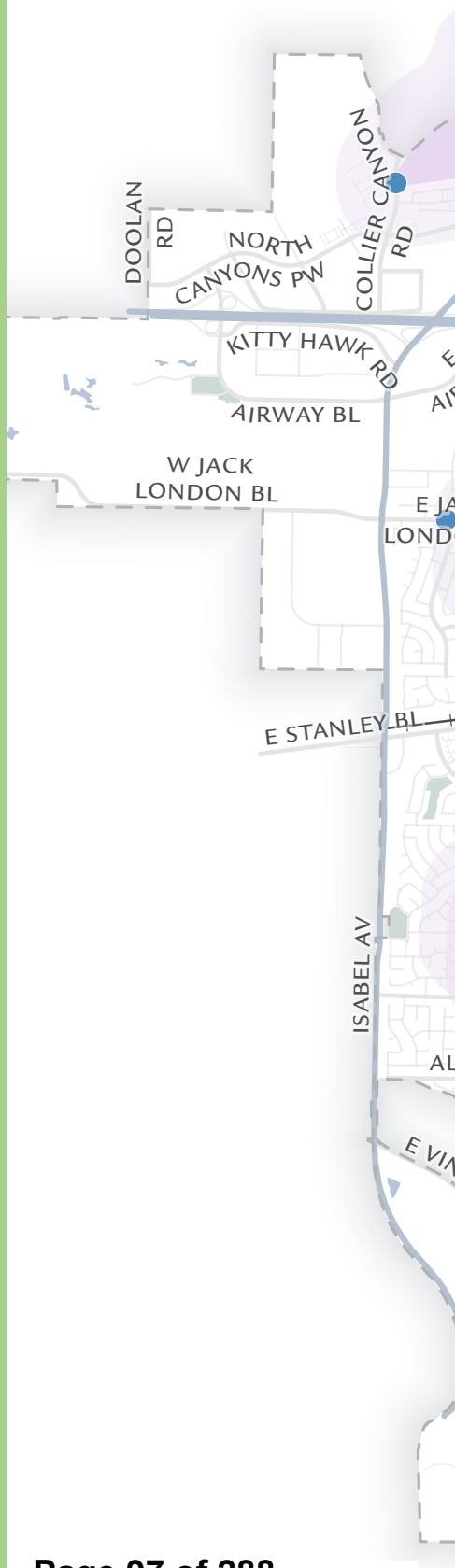
4 Collisions

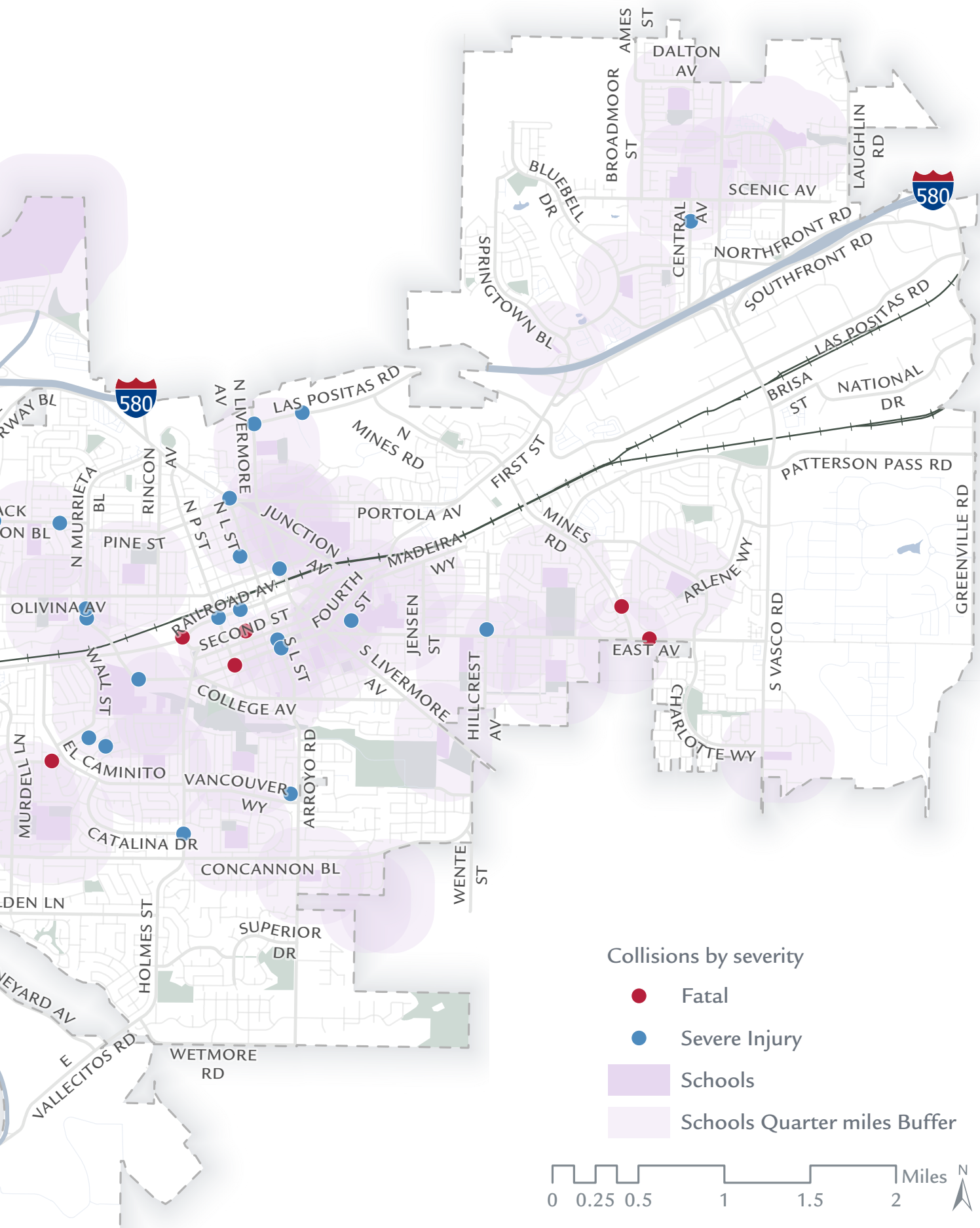
6 Collisions

STATS

28

KSI Collisions

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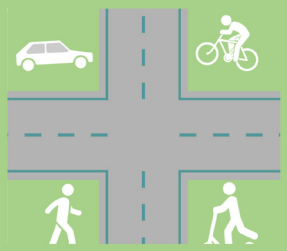
CATALINA DR
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
E VALLECITOS RD
WETMORE RD
Collisions by severity
Fatal
Severe Injury
Schools
Schools Quarter miles Buffer
0 0.25 0.5 1 1.5 2 Miles
N

Profile 2: Address collisions between age group 20-39

- School EducationPrograms
- Alcohol and Drug Awareness Education
- Vehicle Speed Feedback Signs
- Targeted Speed Enforcement
- Lane Narrowing Using Striping
- Traffic Calming Installations
- High-Visibility DUI Enforcement
- Rectangular rapid FlashingBeocons (RRFBs)
- Advance Stop Bars
- Lighting (Intersections & Corridors)
- Reflective Pavement Markings
- Signal Backplates with Retroreflective Borders
- Improved Sign Visibility (Larger signs, Reflective Posts)

FACTORS



- There were six fatal (K) and 20 severe-injury (SI) collisions.
- Key trends included nine DUI-related collisions, seven involving unsafe speed, 10 occurring at night,

- **Collision Type**: Vehicle/Pedestrian (six), five collisions with fixed objects, and five broadside collisions.

MODES

10 Collisions

2 Collisions

6 Collisions

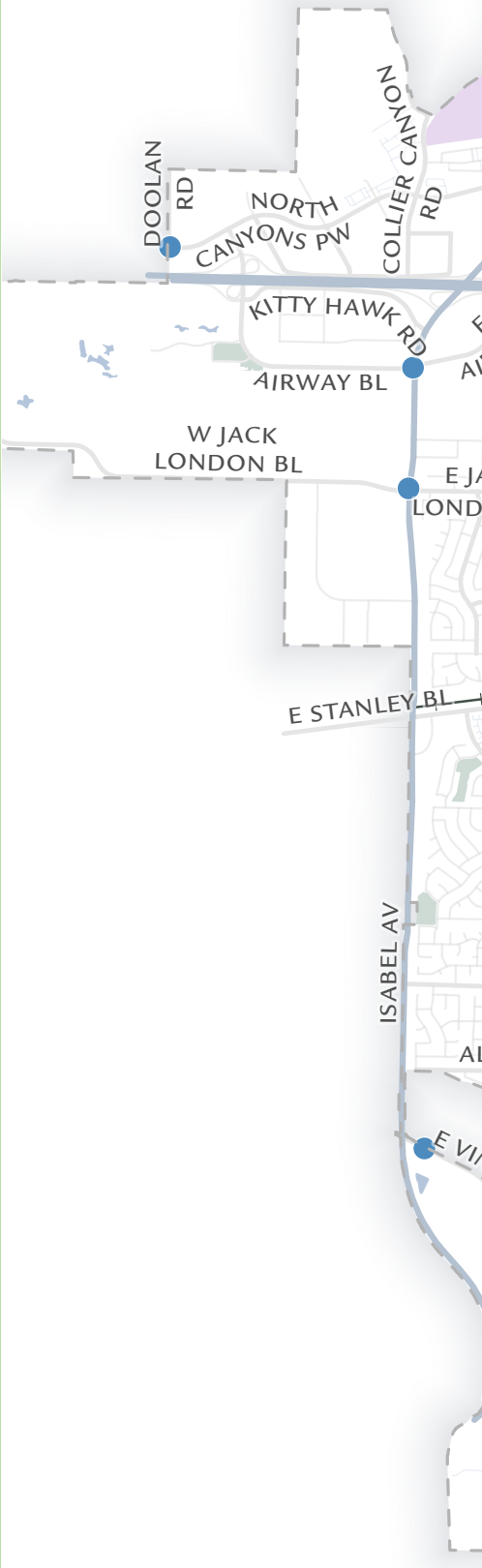
7 Collisions

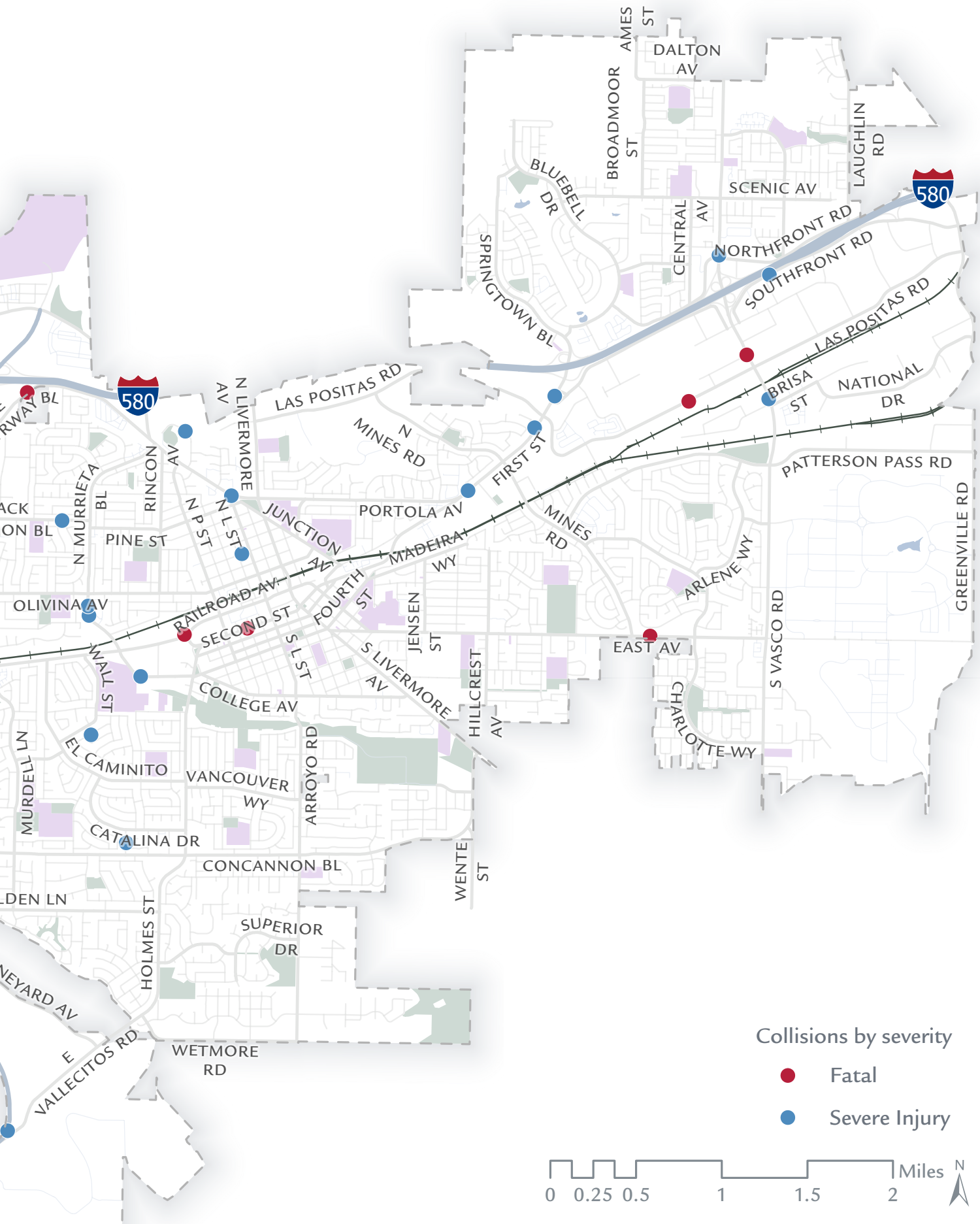
1 Collisions

STATS

26

KSI Collisions

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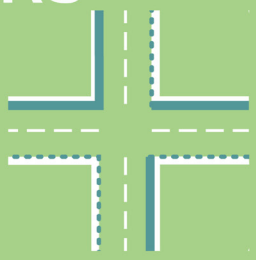
VANCOUVER WY
ARROYO RD
MURDELL LN
CATALINA DR
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
E VALLECITOS RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

Profile 3: Address collisions that occurred at non-signalized intersections

- Rectangular Rapid Flashing Beacons (RRFBs)
- Pedestrian Hybrid Beacons (PHBs)
- Crosswalk Visibility Enhancements (markings, signage)
- Raised Crosswalks / Raised Intersections
- Median Refuge Islands
- Curb Extensions / Bulb-outs
- Mini-Roundabouts
- Stop-Control Enhancements (Signing)
- Lighting (Intersections & Corridors)
- Educational Campaigns
- Share the Road Awareness Program
- High Visibility Enforcement (Targeted Enforcement)

FACTORS



- There were six fatal and 18 severe injury collisions at a non-signalized intersection.
- Key contributing factors included six involving unsafe speed, four related to automobile right-of-way violations, three related to pedestrian right-of-way violations, and seven occurring at night.

- **Collision Type**: Six broadside collisions

MODES

8 Collisions

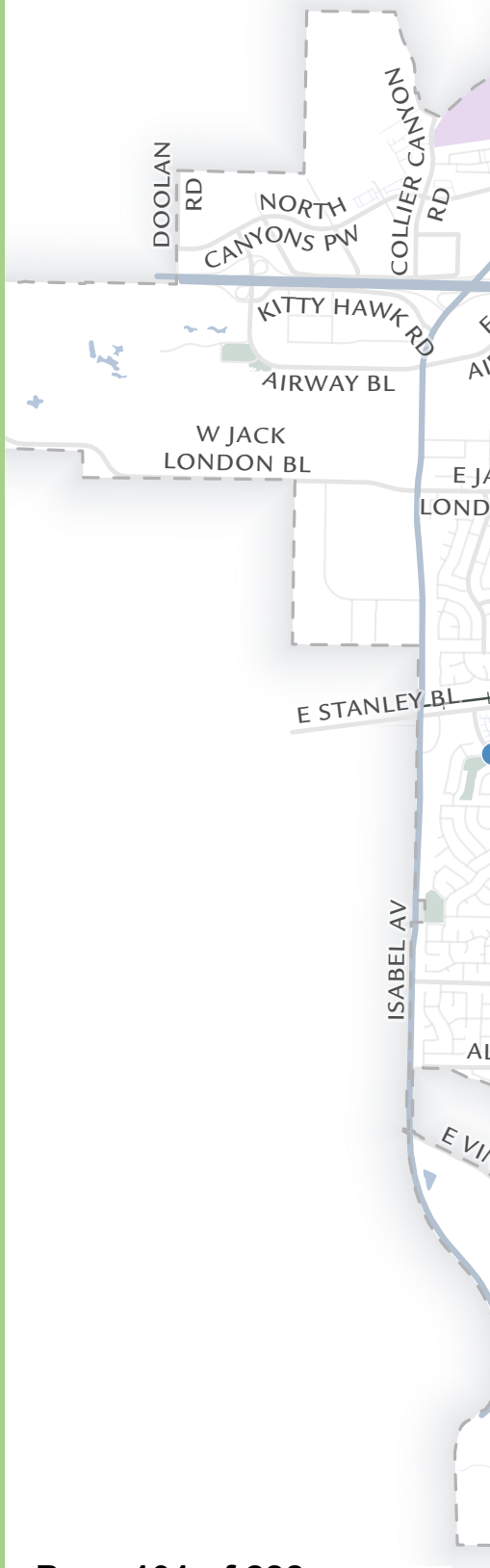
6 Collisions

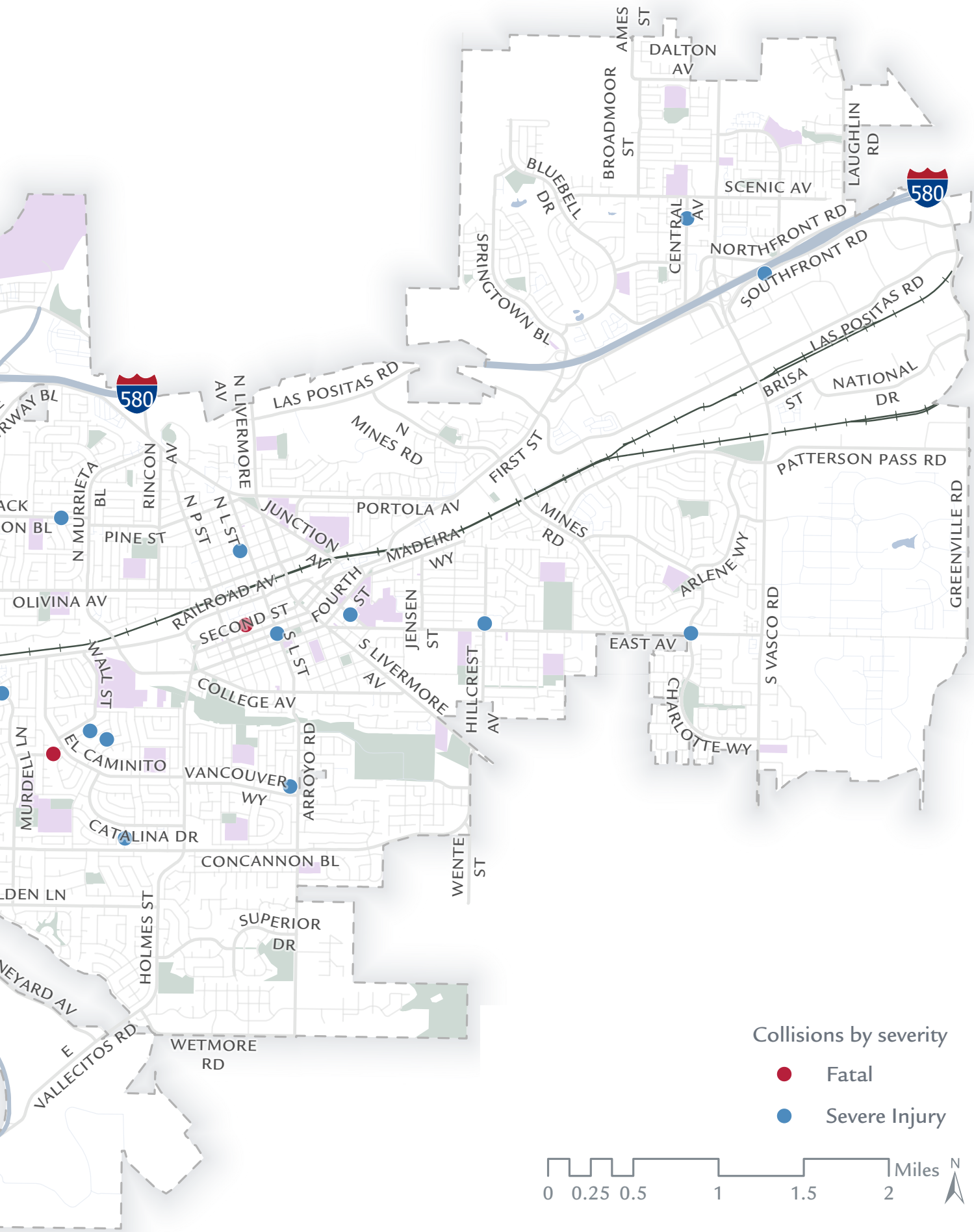
6 Collisions

4 Collisions

STATS

24 KSI Collisions

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BRISA ST
NATIONAL DR
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VANCOUVER WY
ARROYO RD
CATALINA DR
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
E VALLECITOS RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

Profile 4: Reduce collisions on 25mph streets

- Vehicle Speed Feedback Signs
- Painted Chicanes / Edge-Line Shifts
- Traffic Calming Installations
- High-Visibility Crosswalks
- Advanced Stop Bars at Intersections
- Raised Crosswalks
- Rectangular Rapid Flashing Beacons (RRFBs)
- Curb Extensions (Quick-Build Bulbouts)
- Lighting Upgrades
- Reflective Pavement Markings
- Enhance Stop Signs (larger, retroreflective, improved placement)
- Educational Campaigns
- Share the Road Awareness Program
- High Visibility Enforcement (Targeted Enforcement)

FACTORS

- There were seven fatal (K) and 15 severe-injury (SI) collisions.
- Key trends included eight collisions involving unsafe speed, and six occurring at night.
- **Collision Type:** six broadside collisions

MODES

7 Collisions

3 Collisions

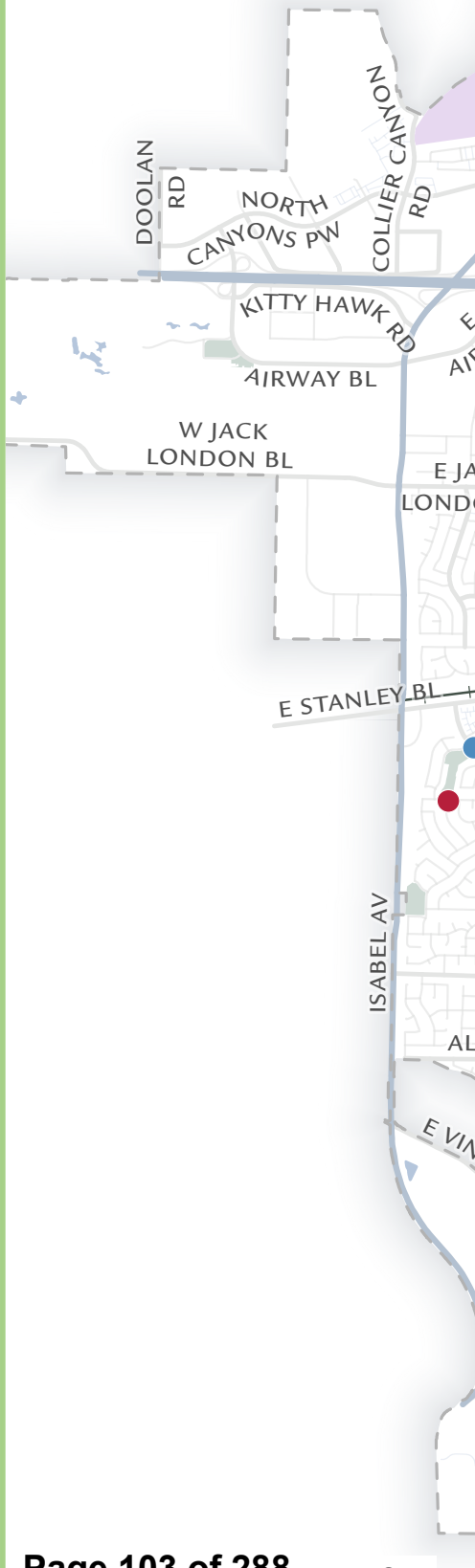
6 Collisions

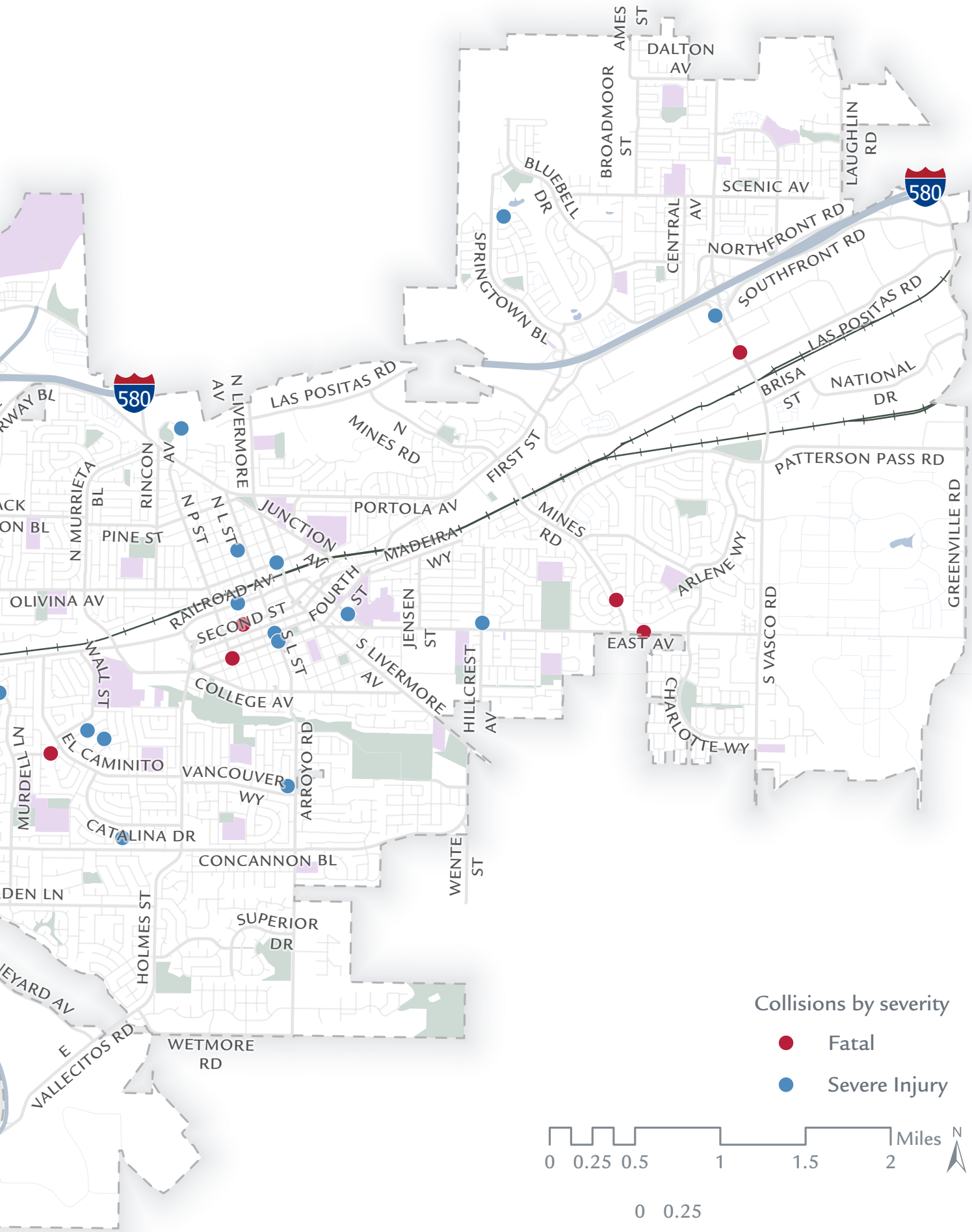
6 Collisions

STATS

22

KSI Collisions

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MURDELL LN
CATALINA DR
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
E VALLECITOS RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N
0 0.25

Profile 5: Address collision occurred at signalized intersections



Signal Hardware Update



Signal Timing Updates



Transit Signal Priority (TSP)



Accessible Pedestrian Signals (APS)



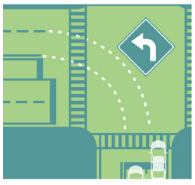
Leading Pedestrian Intervals (LPI)



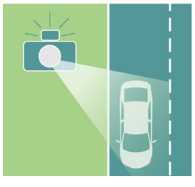
High-Visibility Crosswalks



Pedestrian Refuge Islands / Medians

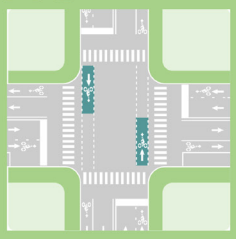


Protected Left-Turn Phasing



Red-Light Enforcement / Cameras

FACTORS



- There were two fatal collisions and 17 severe injury collisions at a signalized intersection.
- Key trends included three related to traffic signs and signals, three involving automobile right-of-way violations, three involving improper turning, and seven occurring at night.

- **Collision Type:** six broadside collisions, three rear-end collisions

MODES

8 Collisions

1 Collisions

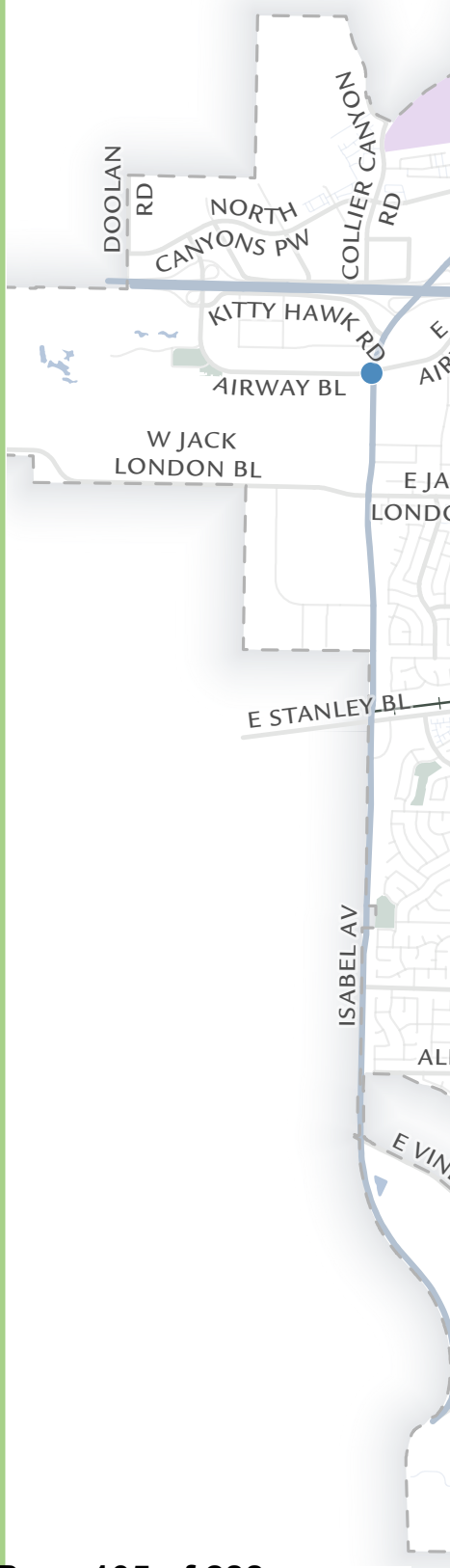
5 Collisions

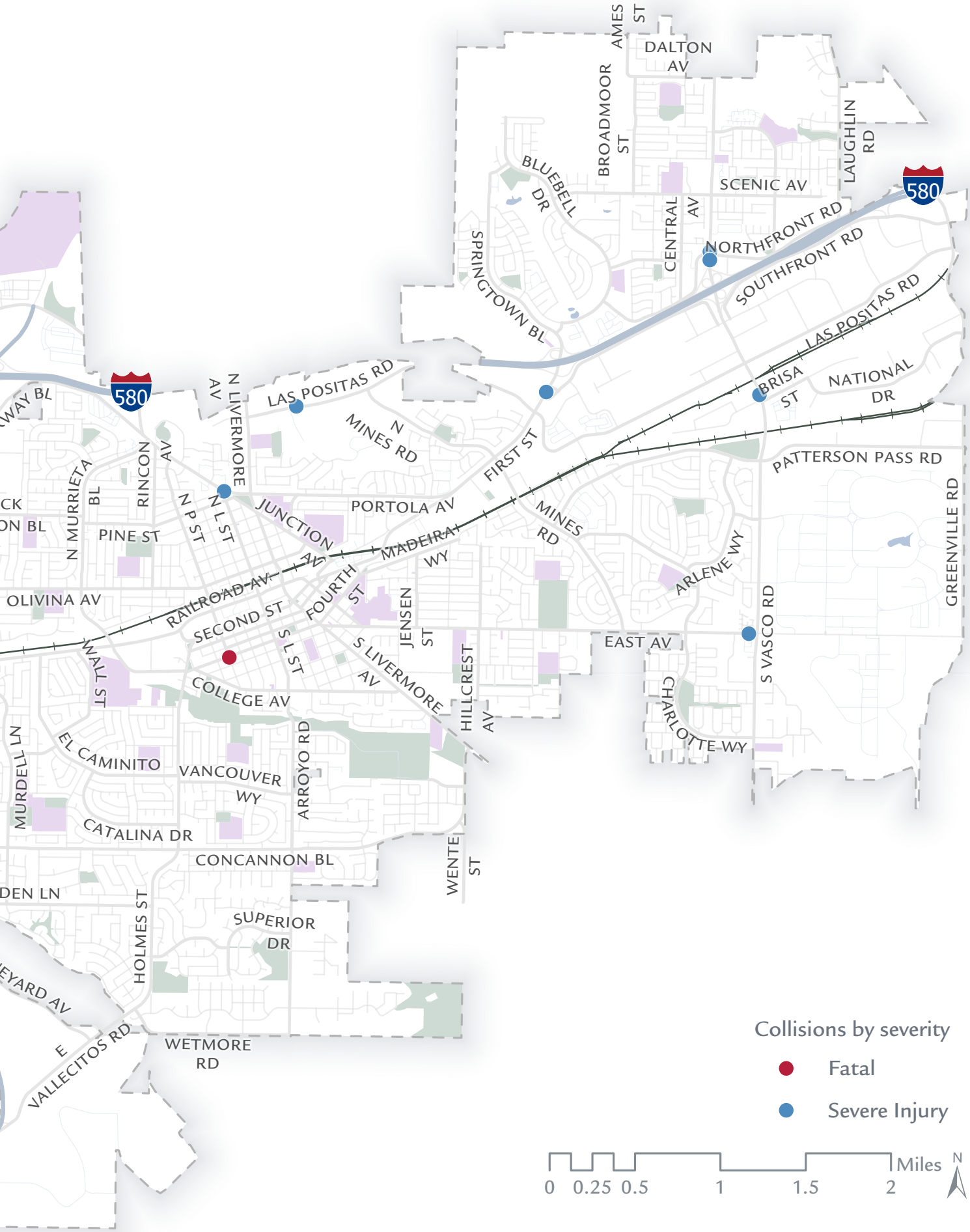
5 Collisions

STATS

19

KSI Collisions

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CATALINA DR
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
E VALLECITOS RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

Profile 6: Reduce nighttime collision

- Install Roadway and Intersection Lighting
- Reflective Signage and Pavement Markings
- Retroreflective Signal Backplates
- Install Edge Line and Centerline Stripes
- Install Delineators and Object Markers
- Install Vehicle Speed Feedback Signs
- Install Rumble Strips
- Mini-Roundabouts / Traffic Circles
- Rectangular Rapid Flashing Beacons (RRFBs)
- Educational Campaigns
- Alcohol Use Disorder (AUD) Assessment & Treatment Programs
- High Visibility Enforcement (Targeted Enforcement)

FACTORS



- There were four fatal (K) and 13 severe-injury (SI) collisions.
- Key trends included six DUI-related collisions, and two collisions involving pedestrian violation, four ROW (auto & pedestrian), two unsafe speed
- **Collision type:** five broadside collisions, six vehicle/pedestrian collisions

MODES

8 Collisions

2 Collisions

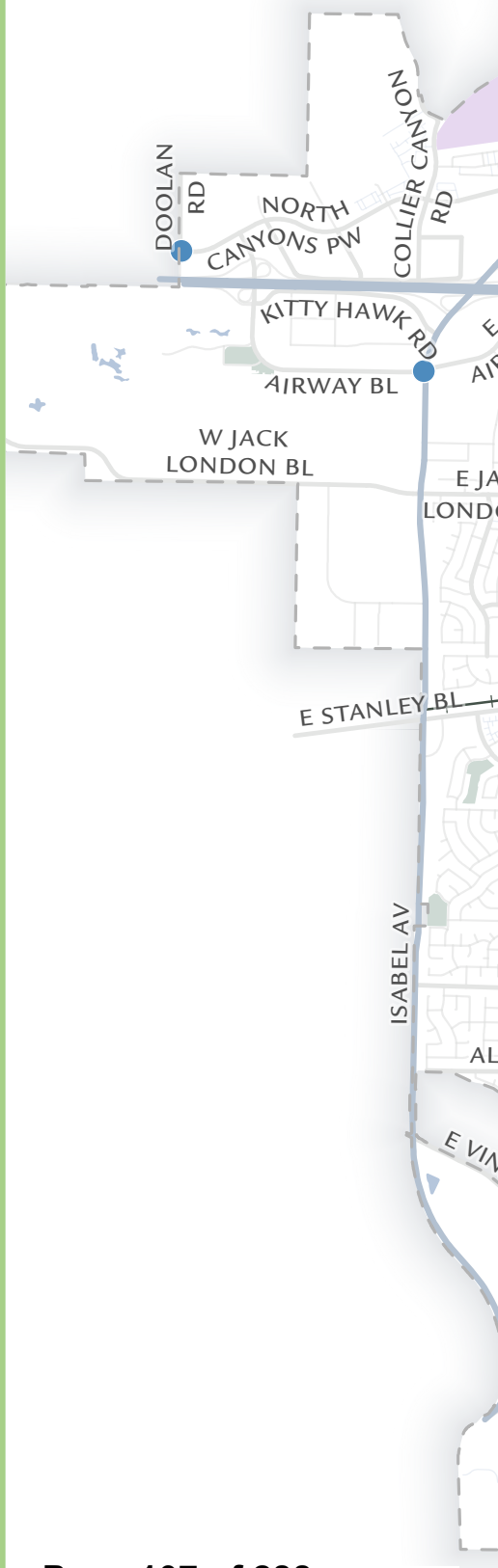
6 Collisions

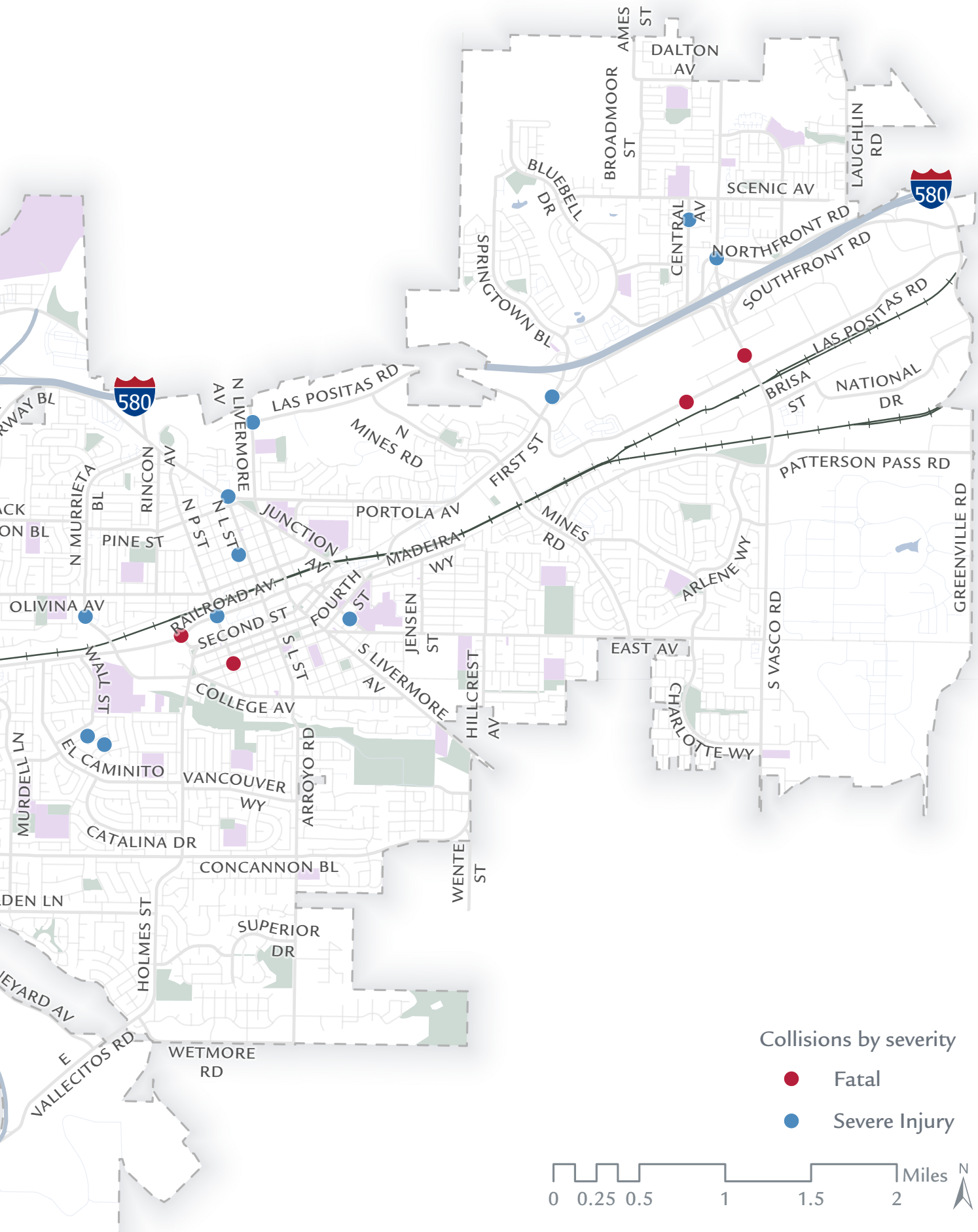
1 Collisions

STATS

17

KSI Collisions

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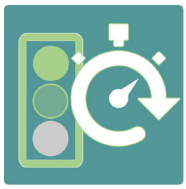
CONCANNON BL
WENTE ST
SUPERIOR DR
HOLMES ST
WETMORE RD
E VALLECITOS RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

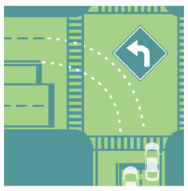
Profile 7: Reduce broadside collision



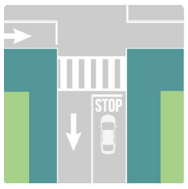
High Visibility Enforcement



Signal Timing and Phasing Improvements



Protected Left-Turn Phases



Advanced Stop Bars at Intersections



Mini-Roundabouts / Traffic Circles



Advance Intersection Warning Signs



Signal Backplates with Retroreflective Borders



Enhanced Stop Signs with Reflective Posts



Install Roadway and Intersection Lighting

FACTORS



- There were three fatal (K) and 12 severe-injury (SI) collisions.
- Key trends included four right-of-way–related crashes, three DUI-related crashes, and five occurring at night.
- **Collision type**: 15 collisions are broadside collisions

MODES



10 Collisions



1 Collisions



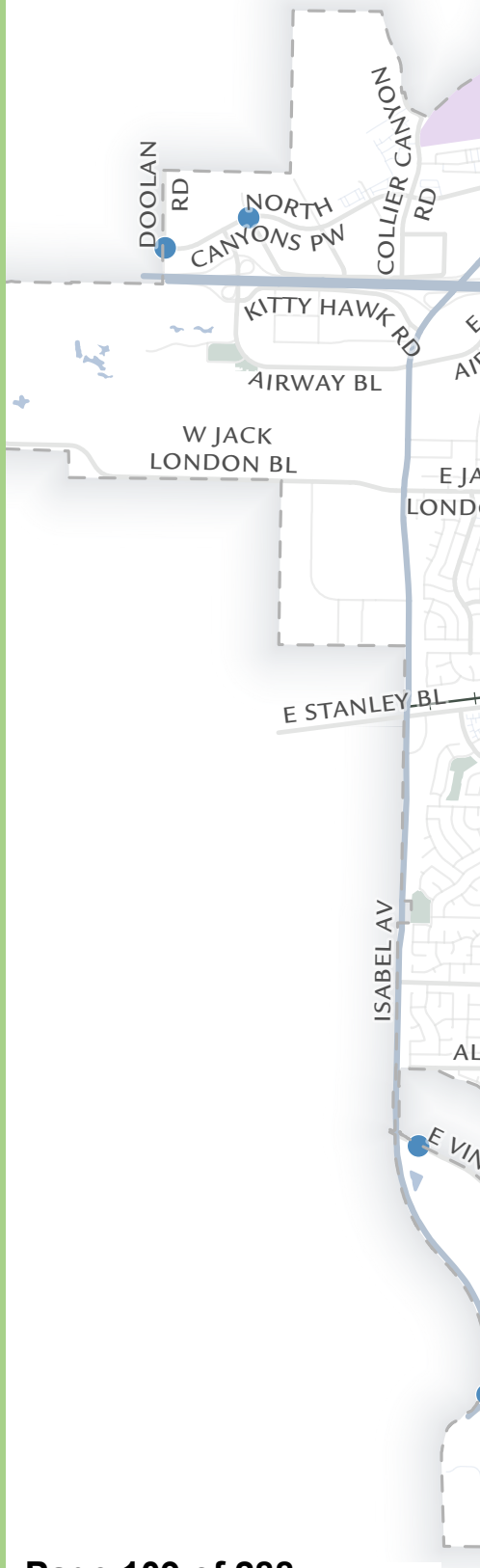
3 Collisions

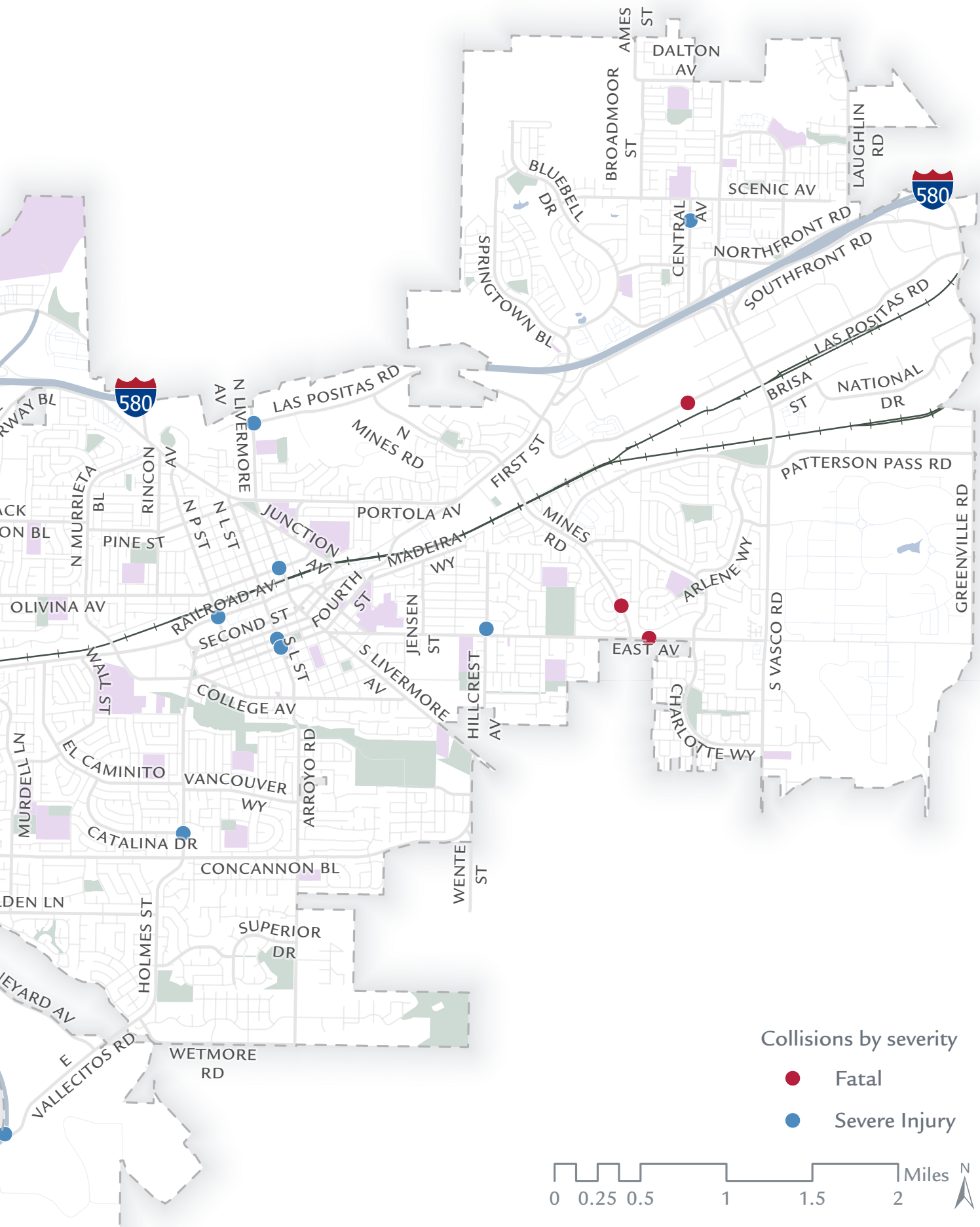


1 Collisions

STATS

15 KSI Collisions

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ARROYO RD
CATALINA DR
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
E VALLECITOS RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

Profile 8: Address motorcycle collision



Intersection and Roadway Lighting Improvements



Safety and Awareness Campaigns



Motorcycle Awareness Signage



High-Friction Surface Treatments (HFST)



Advanced Warning Signs



High Visibility Enforcement (Targeted Enforcement)

FACTORS



- There was one fatal (K) and 12 severe-injury (SI) collisions.
- Key trends included four right-of-way related collisions, four involving unsafe speed, and three overturn collisions.

MODES

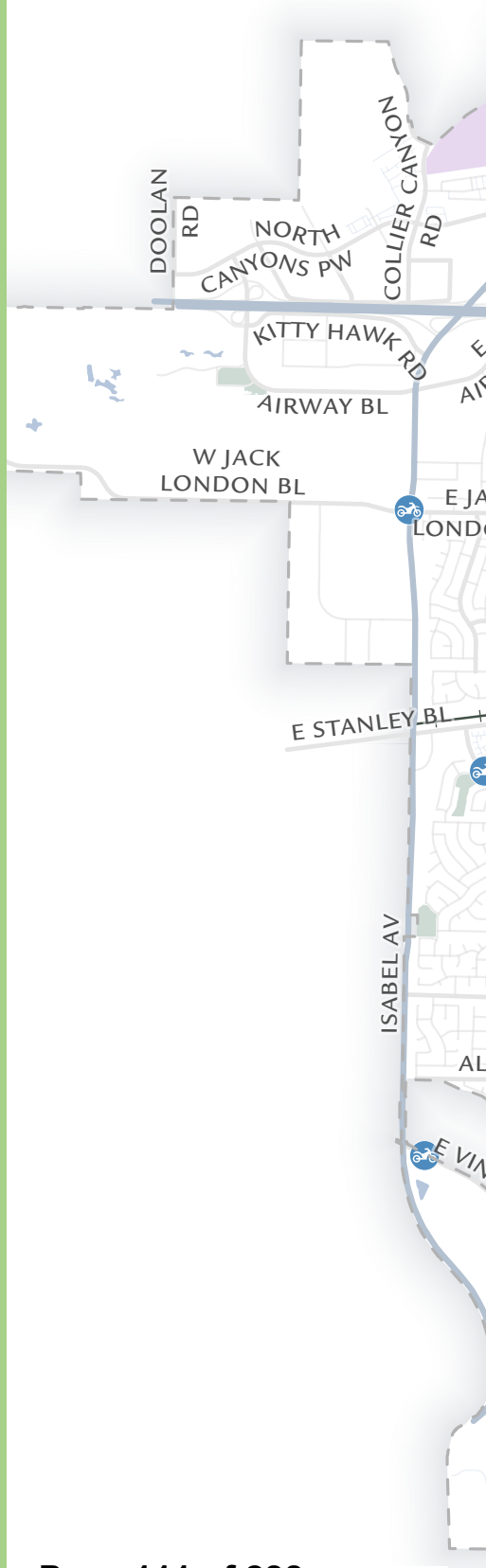


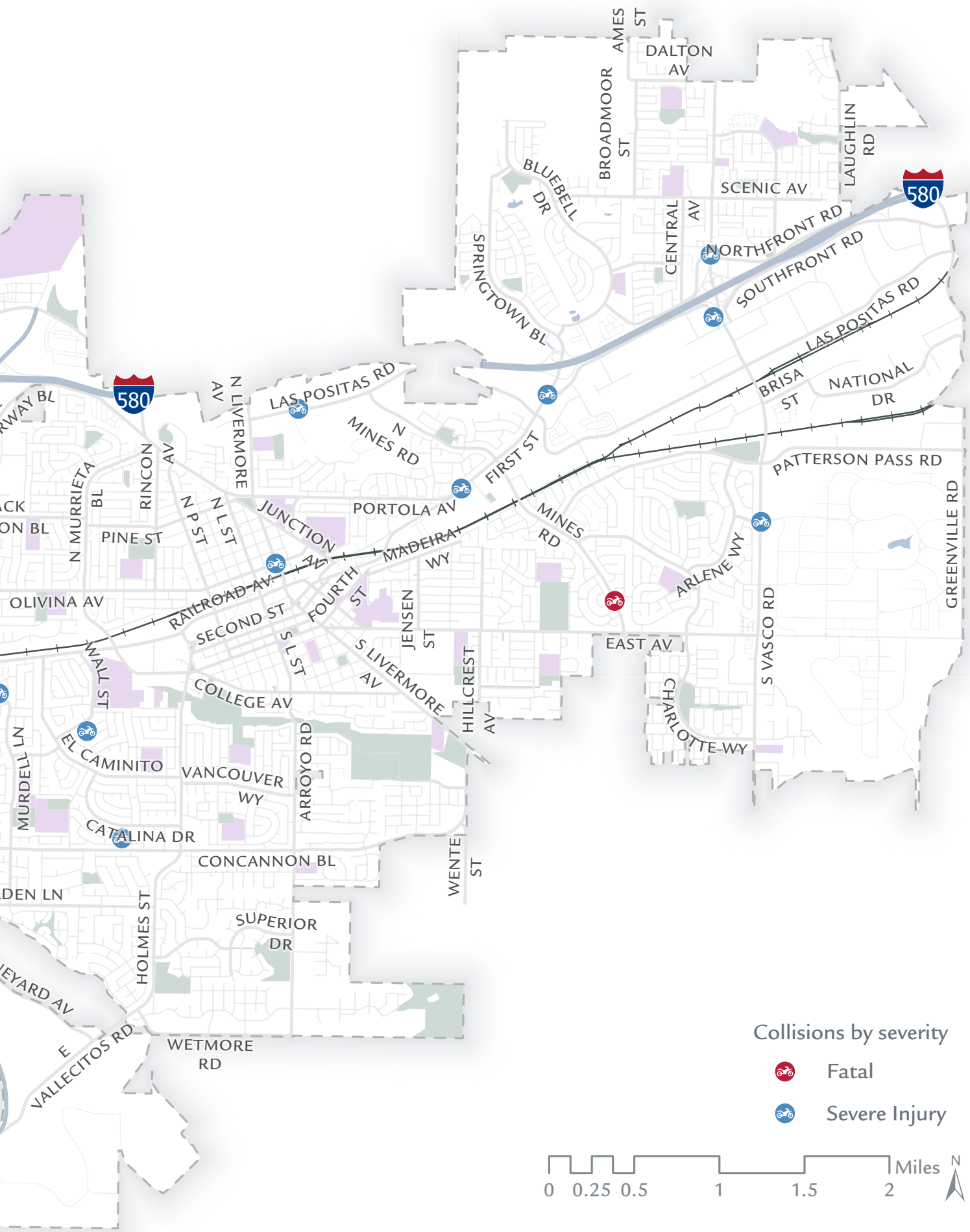
13 Collisions

STATS

13

KSI Collisions

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CATALINA DR
CONCANNON BL
WENTE ST
SUPERIOR DR
HOLMES ST
WETMORE RD
E VALLECITOS RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

EXHIBIT A

Profile 9: Address pedestrian collision

- High-Visibility Crosswalks
- Advance Stop Bars at Intersections
- Curb Extensions (Bulb-outs)
- Pedestrian Refuge Islands
- Leading Pedestrian Intervals (LPI)
- Rectangular Rapid Flashing Beacons (RRFBs)
- Pedestrian Hybrid Beacons (PHBs)
- Install Lighting at Crosswalks
- Shared Use Path
- Educational Campaigns
- Safe Routes to School (SRTS)
- High Visibility Enforcement

FACTORS

- There were two fatal (K) and 10 severe-injury (SI) pedestrian collisions.
- Key trends included four involving pedestrian right-ofway violations, pedestrian violation (2), three related to unsafe speed, and six occurring at night.

- **Pedestrian Action:** Pedestrian actions included crossing in a crosswalk at an intersection, crossing outside of a crosswalk, and being in the roadway or shoulder.

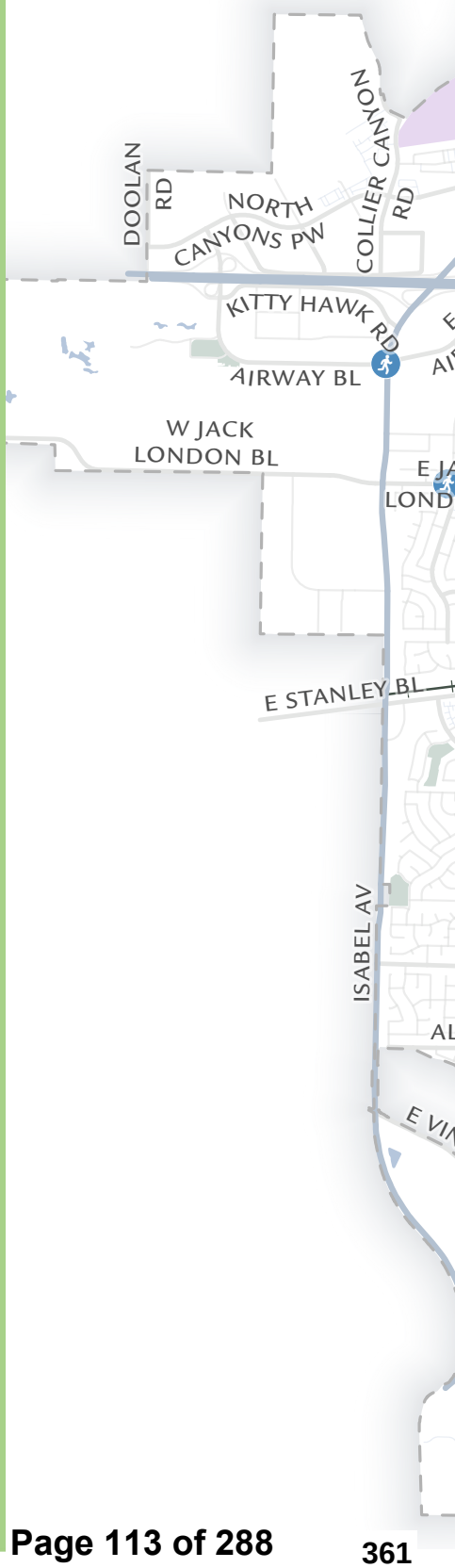
MODES

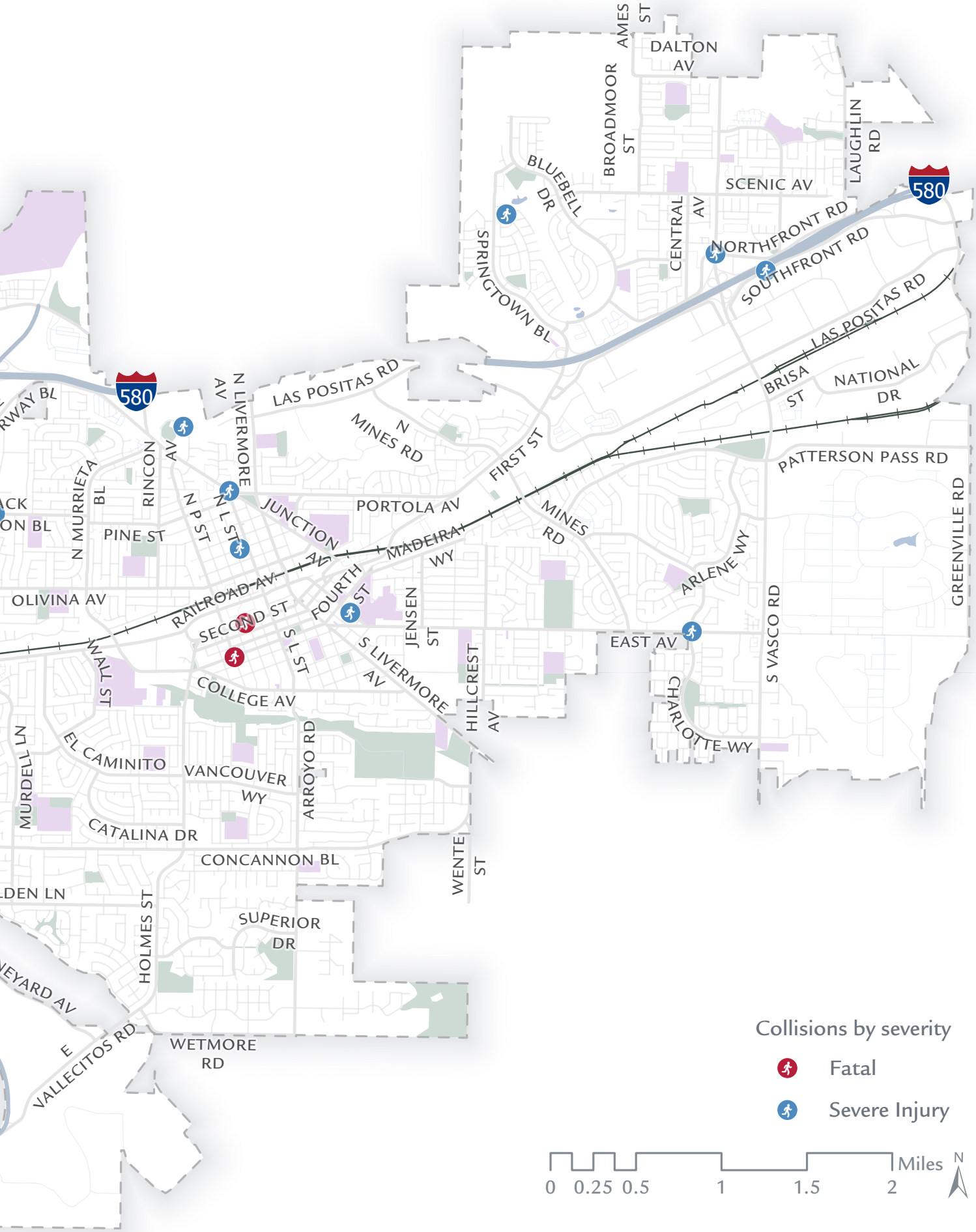
12 Collisions

STATS

12

KSI Collisions

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CATALINA DR
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
E VALLECITOS RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

Profile 10: Address driving under the influence (DUI) collision



High Visibility Enforcement



Educational Campaigns



Alcohol Use Disorder (AUD) Assessment and Treatment Programs



Vehicle Speed Feedback Sign

FACTORS



- There were three fatal (K) and eight severe-injury (SI) collisions.
- Key trends included four collisions involving fixed objects, three collisions other motor vehicle and six occurring at night.

- **Collision type**: three broadside collisions

MODES



2
Collisions

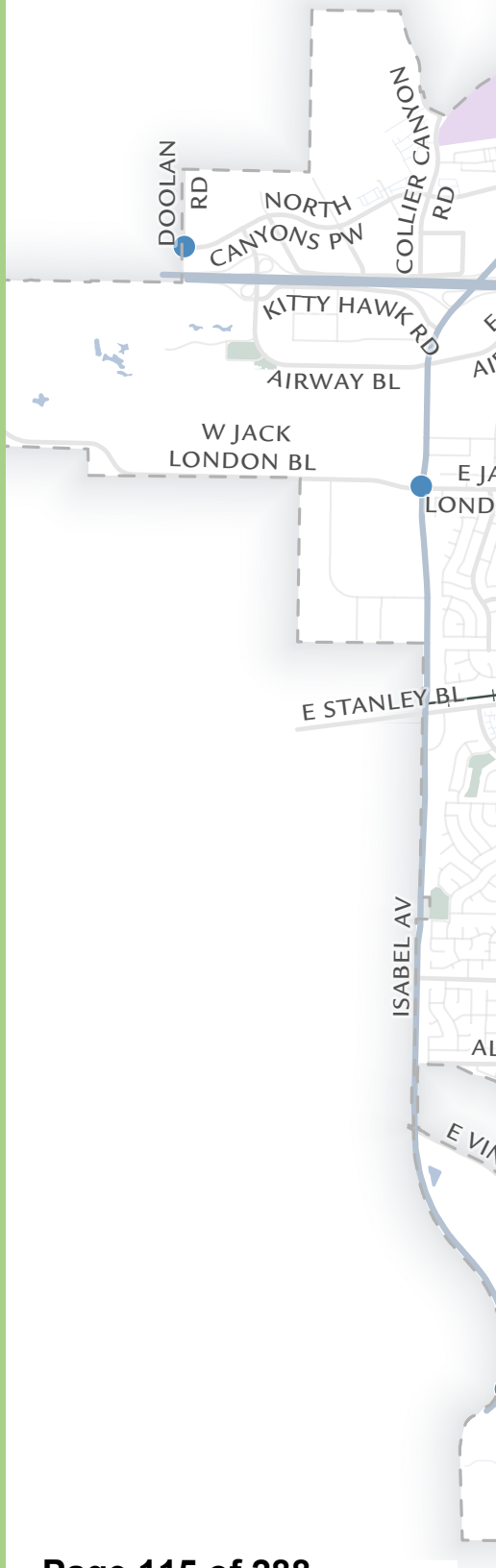


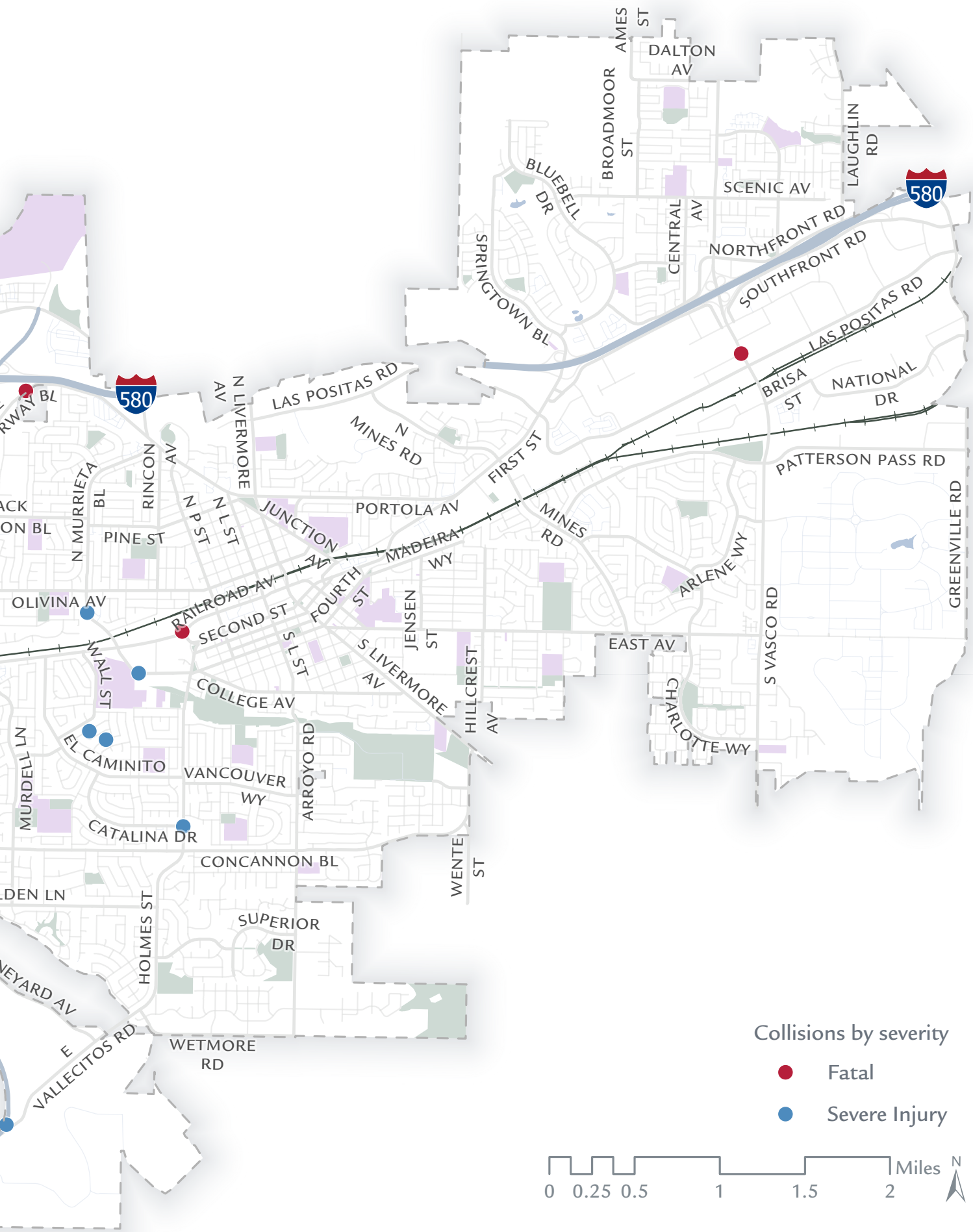
9
Collisions

STATS

11

KSI Collisions

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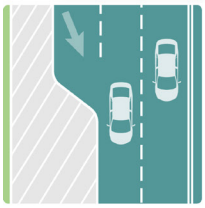
CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
WETMORE RD
VALLECITOS RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

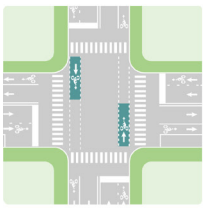
Profile 11: Reduce unsafe speed collision



Lane Narrowing (via striping)



Neighborhood Traffic Calming



Road Diet Implementation



Vehicle Speed Feedback Signs



Public Safety Campaigns



Targeted Speed Enforcement

FACTORS



- There were three fatal (K) and eight severe-injury (SI) collisions.
- Key trends included two involving fixed objects, and two occurring at night.

- **Collision type**: three rear-end collisions, three vehicle/pedestrian collisions.

MODES



3 Collisions

1 Collisions

4 Collisions

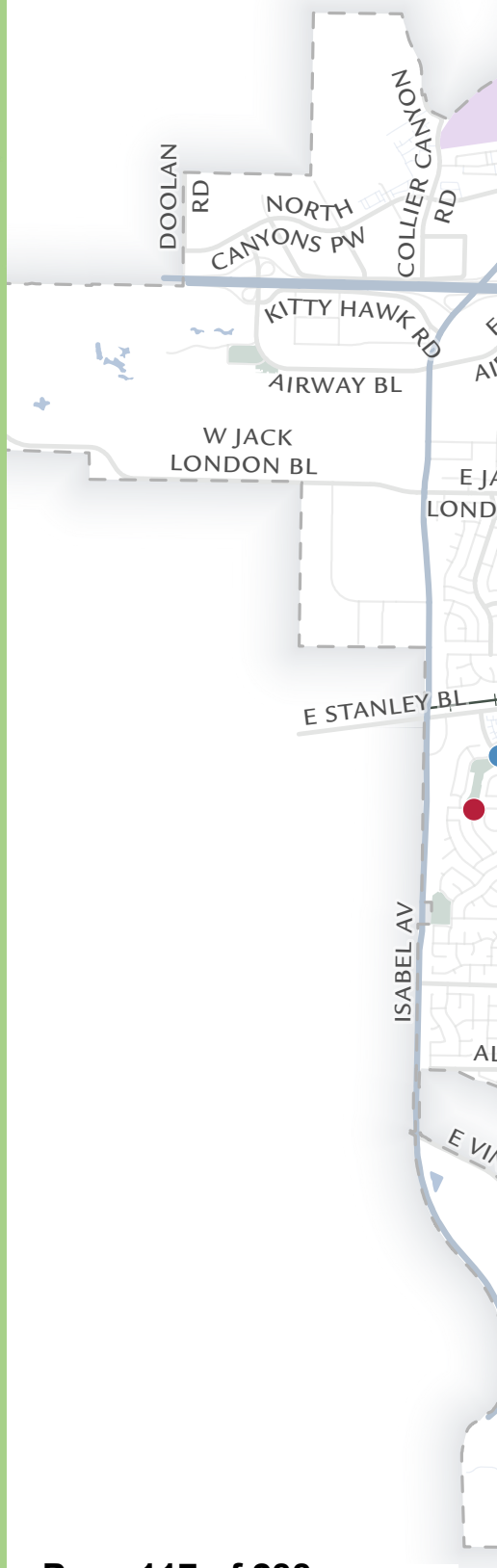


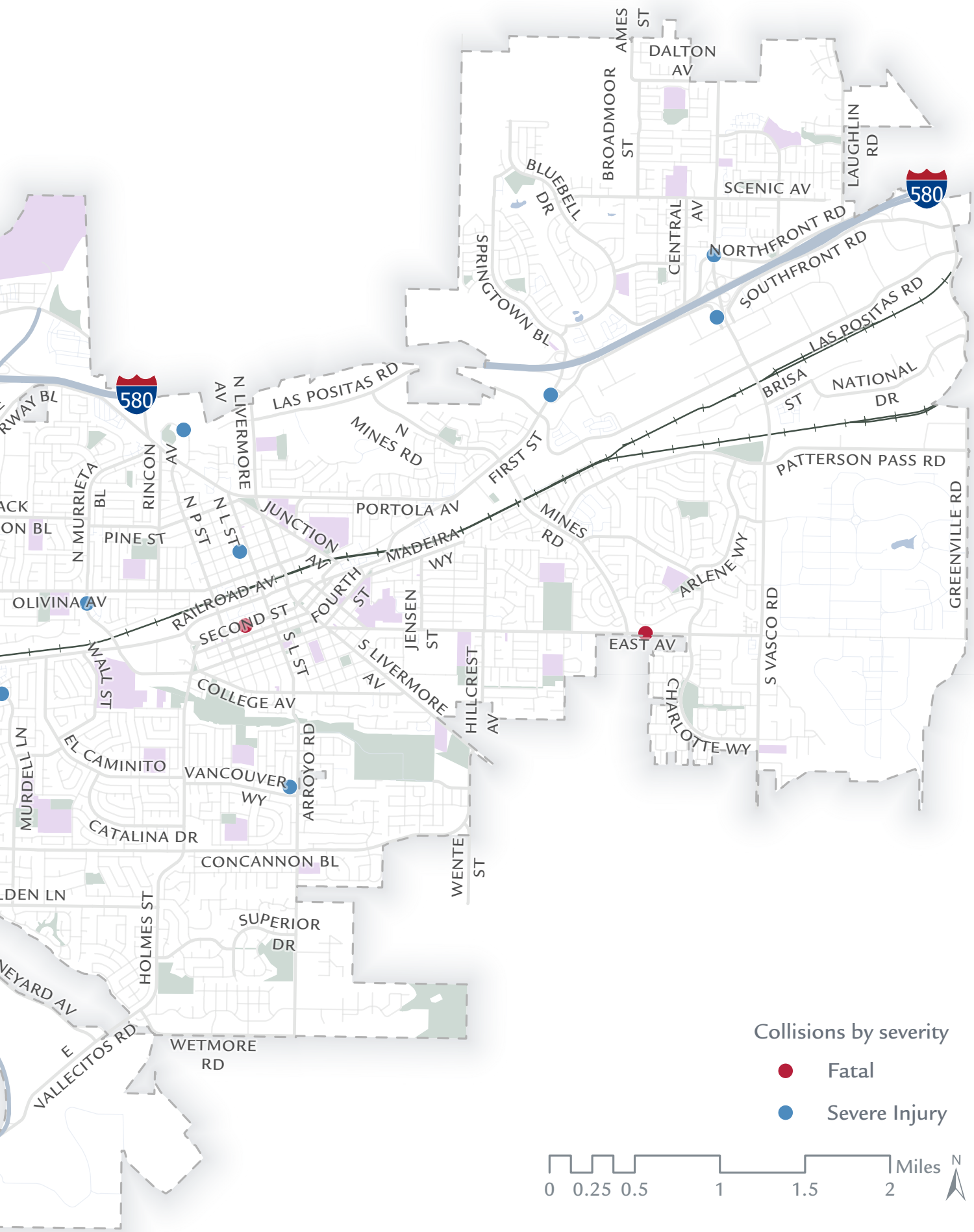
3 Collisions

STATS

11

KSI Collisions

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WENTE ST
HOLMES ST
SUPERIOR DR
E VALLECITOS RD
WETMORE RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

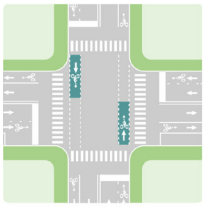
Profile 12: Address bicycle collisions



Bicycle Lanes (Conventional or Separated)



Protected Intersections



Bicycle Boxes at Signalized Intersections



Mini-Roundabouts / Neighborhood Traffic Circles



Signing and Striping for Bicycle Infrastructure



Educational Campaigns



Share the Road Awareness Program



High Visibility Enforcement (Target Enforcement)

FACTORS



- There was one fatal (K) and six severe-injury (SI) collisions.
- Key trends included one collision involving wrong-side-of-road driving, one unsafe speed collision, and one improper turning collisions.

- **Collision type:** Two sideswipe, two rear-end and one broadside collisions.

MODES

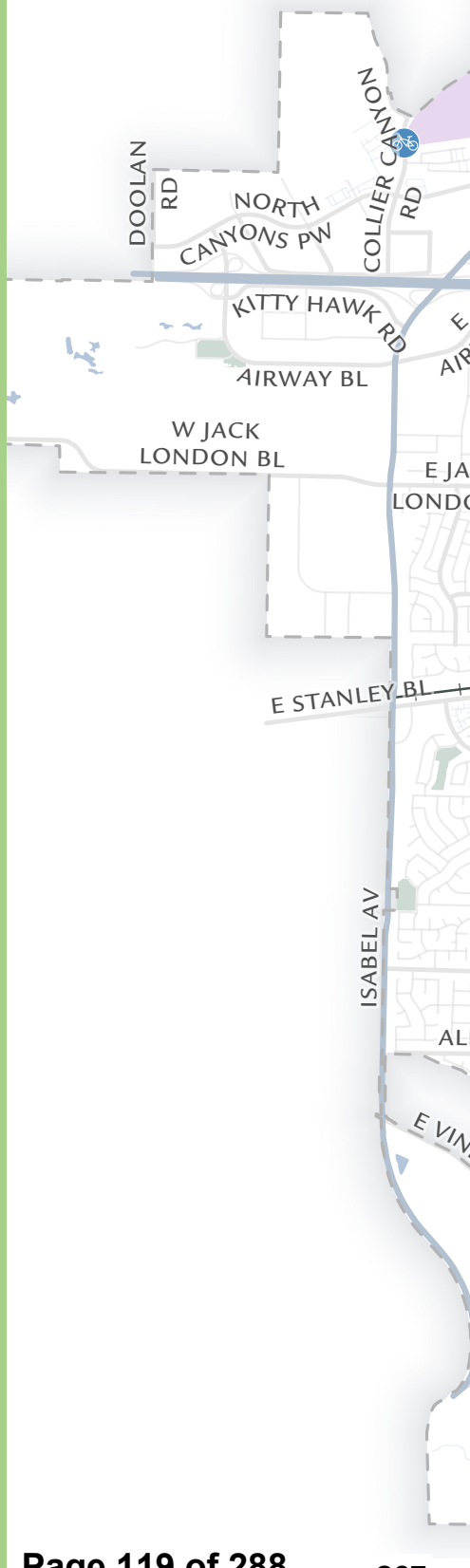


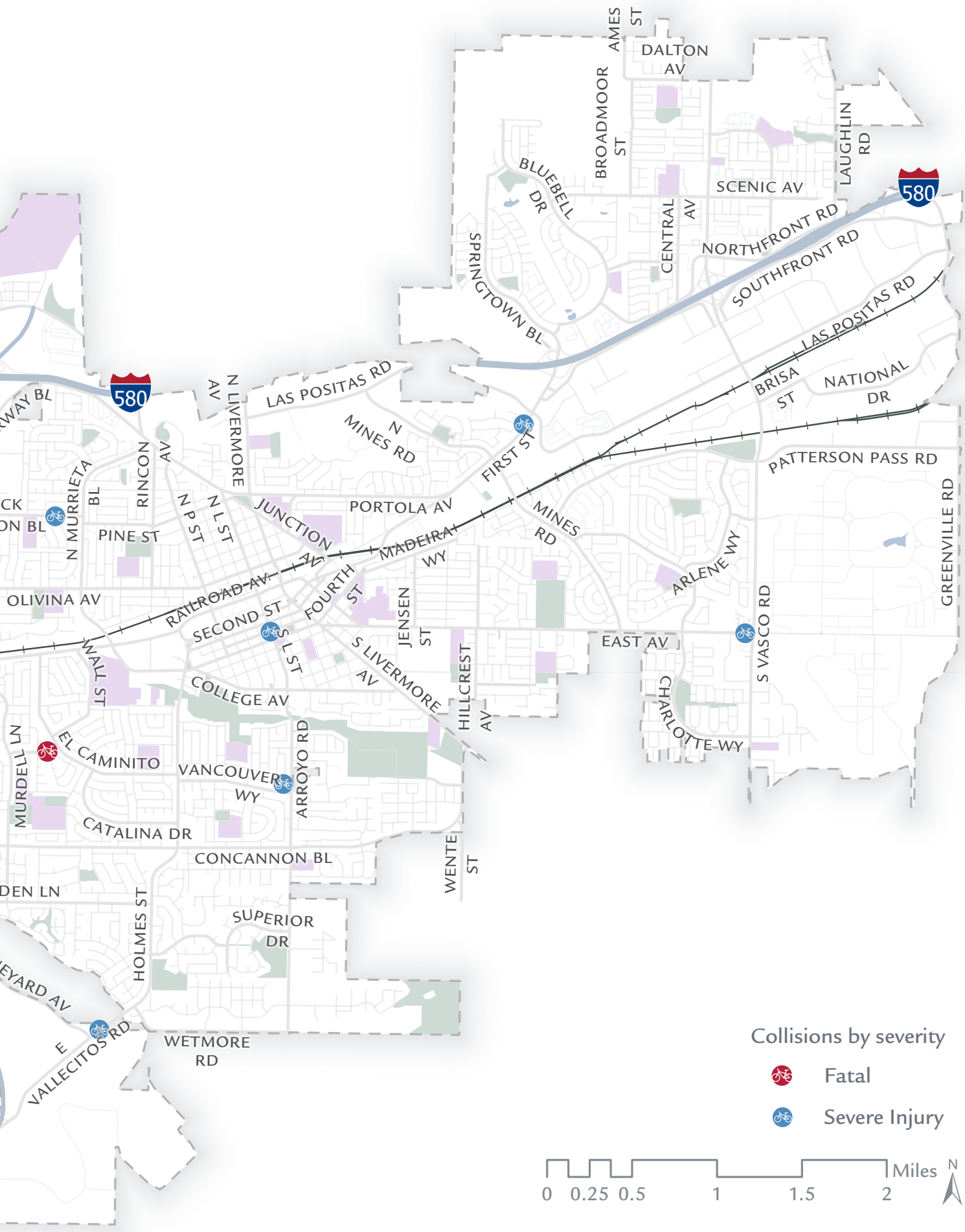
7
Collisions

STATS

7

KSI Collisions

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CONCANNON BL
WENTE ST
HOLMES ST
SUPERIOR DR
E VALLECITOS RD
WETMORE RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N


TURNING VEHICLES
TO
BIKE LANE
END
EDUCATION
LIVERMORE UNIFIED

RECOMMENDED SAFETY PROJECTS

The Safety Projects chapter outlines a comprehensive, data-driven strategy to eliminate traffic-related fatalities and severe injuries in the City of Livermore. Guided by the principles of the Vision Zero framework and the Safe System Approach, and informed by detailed collision analysis covering January 2020 through December 2024, the recommended projects translate identified safety challenges into targeted, implementable improvements.

The proposed countermeasures directly respond to documented collision trends identified in the City's collision profile analysis, including broadside and rear-end collisions, vehicle–pedestrian conflicts, nighttime visibility challenges, operational issues at intersections, speeding, and conflicts among multiple roadway users. Notably, a significant share of fatal and severe injury collisions occur at intersections, reinforcing the need for corridor and intersection-focused safety strategies.

These recommendations are further shaped by input from stakeholders, community members, and partner agencies, ensuring that the proposed projects reflect local priorities, lived experiences, and community-identified safety concerns.

Consistent with the Vision Zero commitment to a Safe System, this chapter emphasizes a layered approach that integrates engineering, education, enforcement, and policy strategies. The recommended projects are designed to proactively reduce collision risk, manage speeds, improve visibility, and create safe conditions for all roadway users, particularly vulnerable populations such as pedestrians, bicyclists, children, and older adults.

To address the safety concerns effectively, the VZAP organizes recommended improvements into projects which include improvements on corridors, intersections, and citywide.

Together, these approaches provide a balanced framework that addresses both widespread risk factors across the transportation network and location-specific collision patterns along high-injury corridors and intersections. This strategy enables the City to strengthen overall network safety while prioritizing investments in areas where they will have the greatest impact. The projects identified in this plan are preliminary in nature and are intended to provide conceptual guidance; they will be subject to further engineering evaluation, feasibility review, community outreach and detailed design during future project development.

The projects recommended in this plan are:

Project 1: First Street-Holmes Street corridor safety improvements
Project 2: Bike safety improvements and gap closure
Project 3: Pedestrian and Bicycle Safety Improvements
Project 4: Improve signalized intersections with protected left turns
Project 5: Citywide Street Light inventory and improvements
Project 6: Citywide Sign improvements

EXHIBIT A

PROJECT 1
FIRST STREET-HOLMES STREET CORRIDOR SAFETY IMPROVEMENTS

This project focuses on implementing targeted safety improvements along the First Street–Holmes Street to reduce fatal and serious injury collisions and enhance multimodal safety for all roadway users.

First Street experienced seven KSI collisions and 136 total injury collisions, with common collision types including broadside, rear-end, sideswipe, and head-on crashes. In addition, 45 community-identified concerns highlight ongoing safety challenges along the corridor, reinforcing the need for targeted safety improvements.

To address these issues, a comprehensive set of corridor improvements is recommended, focusing on enhancing visibility, reducing conflicts, and improving multimodal safety. Pedestrian-focused improvements include the installation of marked crosswalks, upgraded pavement markings and striping, enhanced signage, and Rectangular Rapid Flashing Beacons (RRFBs) at key crossing locations.

Signal and intersection upgrades include signal timing optimization, upgraded street lighting, retroreflective traffic signal backplates, countdown pedestrian signal heads, and Accessible Pedestrian Signal (APS) push buttons to improve accessibility and visibility. Additional enhancements include upgrades to video detection systems and improvements to bicycle infrastructure, including enhanced bicycle lanes and protected intersections at key conflict points.

Speed management strategies are also incorporated, including the installation of speed feedback signs as part of the Highway Safety Improvement Program (HSIP) design project (FY 2026/2027).

Together, these improvements are designed to address identified collision patterns, reduce conflict points, and improve overall safety and accessibility for all users along this major arterial corridor.

First Street (Holmes Street to I-580) & Holmes Street (Wetmore Road to Murrieta Boulevard)

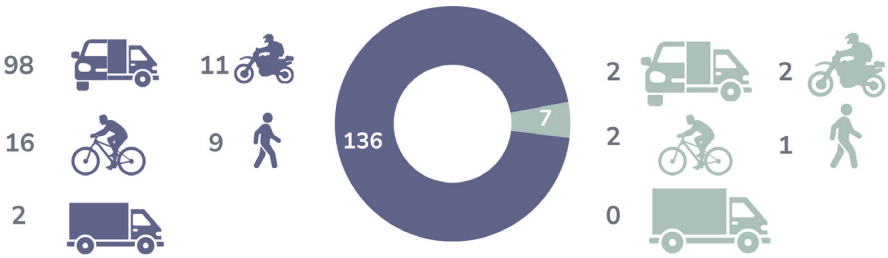
Recommended Safety Improvements:

- Upgrade to retroreflective traffic signal head backplates
- Signal head replace
- Video detection system upgrade
- Countdown pedestrian signal heads
- Accessible Pedestrian Signal (APS) push buttons
- Leading Pedestrian Interval (LPI)
- Setback stop lines all approaches
- Pavement markings
- Replace stop signs
- High-visibility crosswalk
- Install signage
- Rectangular Rapid Flashing Beacons (RRFB)
- Crosswalk warning signs at intersections
- Yield pavement marking and sign
- Optimize signal timing
- Bike lane upgrade
- Bike Signal
- Bollards
- Curb Ramps
- Protected Intersections

EXHIBIT A

INJURY COLLISION KSI COLLISION

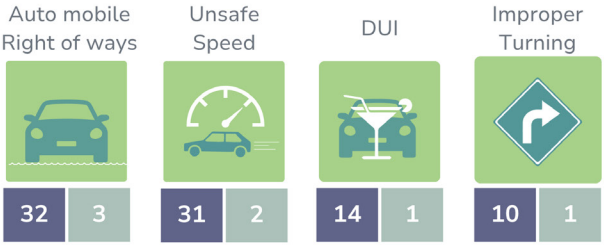
MODE



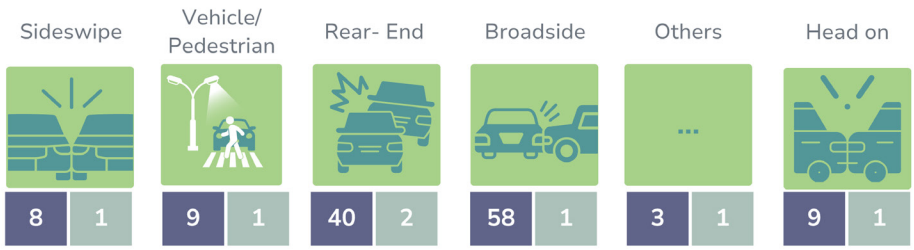
LOCATION



VIOLATION CATEGORY



COLLISION TYPE



LIGHTING CONDITION



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0.1
0.2
0.4 Miles
N
RAILROAD AV
N P ST
N N ST
DEPOT DR
N L ST
CHESTNUT ST
PARK ST
N OAK ST
S OAK ST
LOCOMOTIVE LN
S P ST
JUNCTION AV
KELLY ST
KENNEDY ST
LEE AV
CLARKE AV
MARTIN AV
MITCHELL ST
LADD AV
CALLAGHAN ST
SCOTT ST
VETERANS WY
OLD FIRST ST
GARDELLA PLAZA
SECOND ST
THIRD ST
S Q ST
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S M ST
S L ST
S K ST
S J ST
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S LIVERMORE AV
MCLEOD ST
THIRD ST
CHURCH ST
WOOD ST
INMAN ST
MAPLE ST
SCHOOL ST
FIFTH ST
SIXTH ST
FOURTH ST
PESTANA WY
GERMAINE WY
JENSEN


0
0.1
0.2
0.4 Miles
N
Fatal
Severe Injury
Visible Injury
Complaint of Pain
E VINEYARD AV
E VALLECITOS RD
SIENA RD
CARRARA WY
TRAVISO CI
BARLETA LN
TRINITY HILLS LN
ALLEGRO ST
VINCI WY
ANCONA CI
CAPELLA RD
NEPTUNE RD
POLARIS WY
MERCURY RD
SATURN WY
ORION WY
ALDEN LN
VENUS WY
VEGA RD
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FIORE BELLA WY
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MARS RD
NOVARA ST
PADUA WY
BRESSO DR
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LIVORNO ST
LOMITAS AV
WETMORE RD
HANSEN RD
LEXINGTON WY
NORWOOD RD
STONEBRIDGE RD
FARMINGTON WY
HAMPTON RD
WESTBROOK LN
EVANS ST


580
580 EB
EDINBURGH DR
KNOTTINGHAM CI
SHERIDAN CI
HIGHLAND ST
LOCH LOMOND WY
POLAR CT
HILLSIDE AV
NEWBURY ST
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CHAUCER WY
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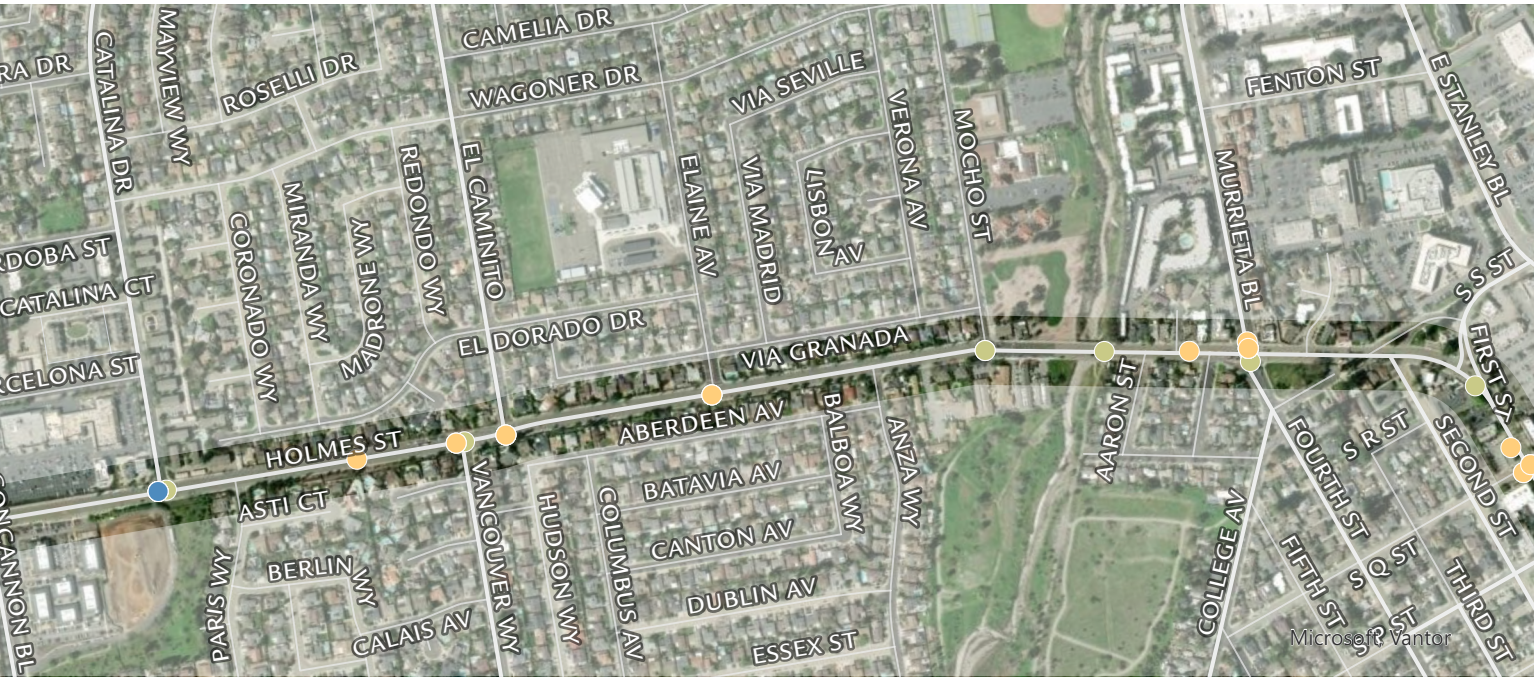
DUKE WY
Microsoft, Vantor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ELAINE AV
VIA MADRID
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PARIS WY
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BALBOA WY
ANZA WY
AARON ST
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FOURTH ST
FIFTH ST
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S Q ST
S P ST
SECOND ST
THIRD ST
FIRST ST
Microsoft, Vantor

PROJECT 2
BIKE SAFETY IMPROVEMENTS AND GAP CLOSURE

Bicycle lane gap closures to build out connectivity throughout the city and enhance existing bike lanes for added safety.

Corridors and intersections experienced eight bicycle-related KSI collisions and 110 pedestrian-related injury collisions, along with 50 community-identified concerns related to pedestrian safety. Among these, corridors with significant bicycle activity experienced five KSI collisions and 24 total injury collisions, along with 32 community-identified concerns related to bicycle safety. Notably, four of the five KSI collisions and 20 of the 24 injury collisions occurred at intersections, highlighting these locations as critical areas of risk. Community feedback further reinforces these findings, with 18 concerns specifically identifying intersection-related bicycle safety challenges.

To address these issues, the proposed project focuses on improving the continuity and safety of the bicycle network. Recommended improvements include closing gaps in existing bicycle lanes to enhance connectivity, installing protected bicycle crossings, and implementing protected intersection treatments at key conflict points. Additional measures include traffic calming and the introduction of buffered or protected bicycle facilities to reduce vehicle speeds and improve rider comfort.

Together, these improvements aim to reduce vehicle-bicycle conflicts, enhance safety at high-risk locations, and support a more connected and accessible active transportation network.

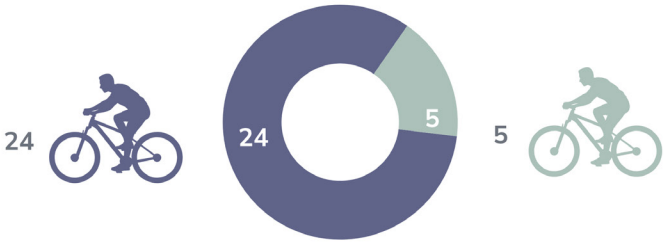
Safety Improvements:

- Install Class II Bike Lane
- Install Class III Bike Route/Boulevard
- Install Class IV Bike Lane

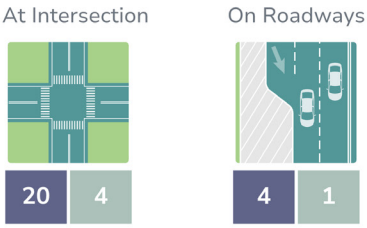
EXHIBIT A

INJURY COLLISION KSI COLLISION

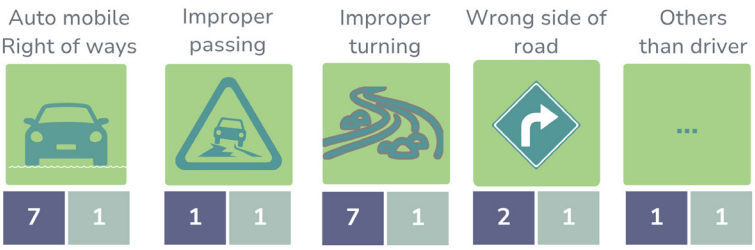
MODE



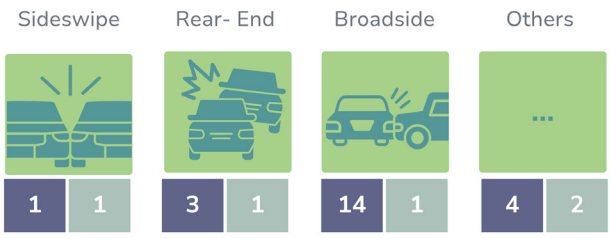
LOCATION



VIOLATION CATEGORY



COLLISION TYPE



LIGHTING CONDITION

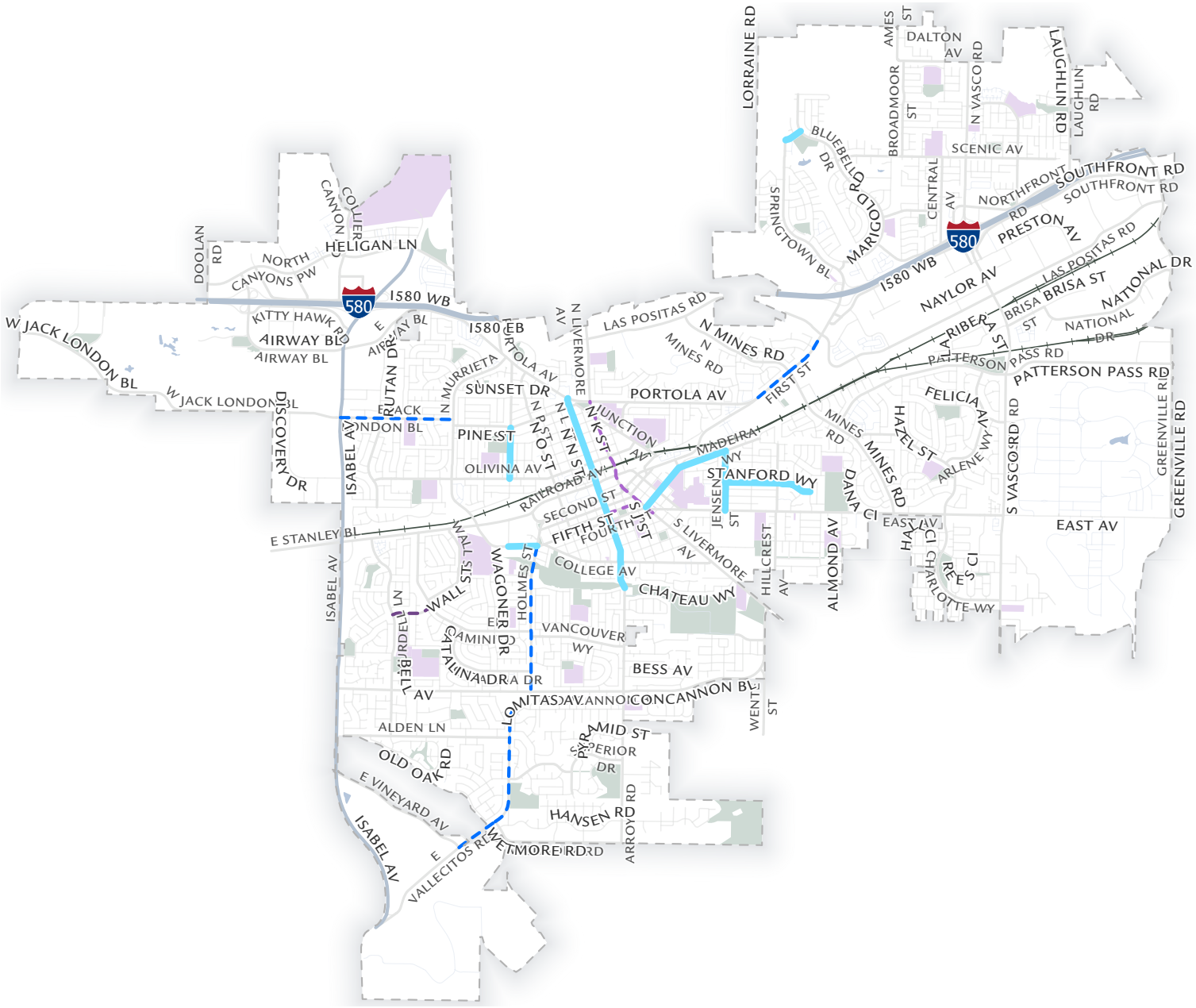




EXHIBIT A

Corridor	Limits
Third St	S L St to S Livermore Ave
E Jack London Blvd	Isabel Ave to Murietta Blvd
First St	Mines Rd to Las Positas Rd
	Portola Ave to Mines Rd
	Maple St to Portola Ave
Holmes St	Vineyard Ave to 4th St/Murrieta Blvd
Encino Dr	Murdell Ln to El Caminito
S Livermore Ave	5th St to Portola Ave
4th St/Madeira Way	Livermore Ave to Jensen Way
S L St	Arroyo Mocho Trail to Pine St/Portola Ave
Murrieta Blvd	Fenton St to Holmes St
Galloway St	Bluebell Dr to Springtown Blvd
Rincon Ave	Olivina Ave to Pine St
Jensen St	Madeira Way to Pestana Way
	Pestana Way to Standford Way
Stanford Wy	Stanford Way to East Ave
	Jensen St to Lincoln Ave
	Lincoln Ave to Jefferson St

	Proposed Bike Lane Improvement	2018 - ATP	KSI Collisions
	Class II	N/A	1
	Class IV Bike Lane and Protected Intersections	2018 ATP Proposed	1
	Class IV Bike Lane and Protected Intersections	N/A	1
	Class IV and Protected Intersections	2018 ATP Proposed	0
	Class IV and Protected Intersections	N/A	0
	Class IV and Protected Intersections	N/A	1
	Class II Buffered	N/A	1
	Gap Closure and Intersection Improvements	N/A	0
	Gap Closure (TBD)	Proposed Class 3E - Church St to School St giving school excess	0
	Gap Closure (TBD)	Arroyo Mocho Trail to Portola Ave - Class IIB	0
	Gap Closure (TBD)	2018 ATP Proposed	0
	Gap Closure (TBD)	N/A	0
	Gap Closure (TBD)	2018 ATP Proposed	0
	Gap Closure (TBD)	N/A	0
	Gap Closure (TBD)	2018 ATP Proposed	0
	Gap Closure (TBD)	N/A	0
	Gap Closure (TBD)	2018 ATP Proposed	0
	Gap Closure (TBD)	N/A	0



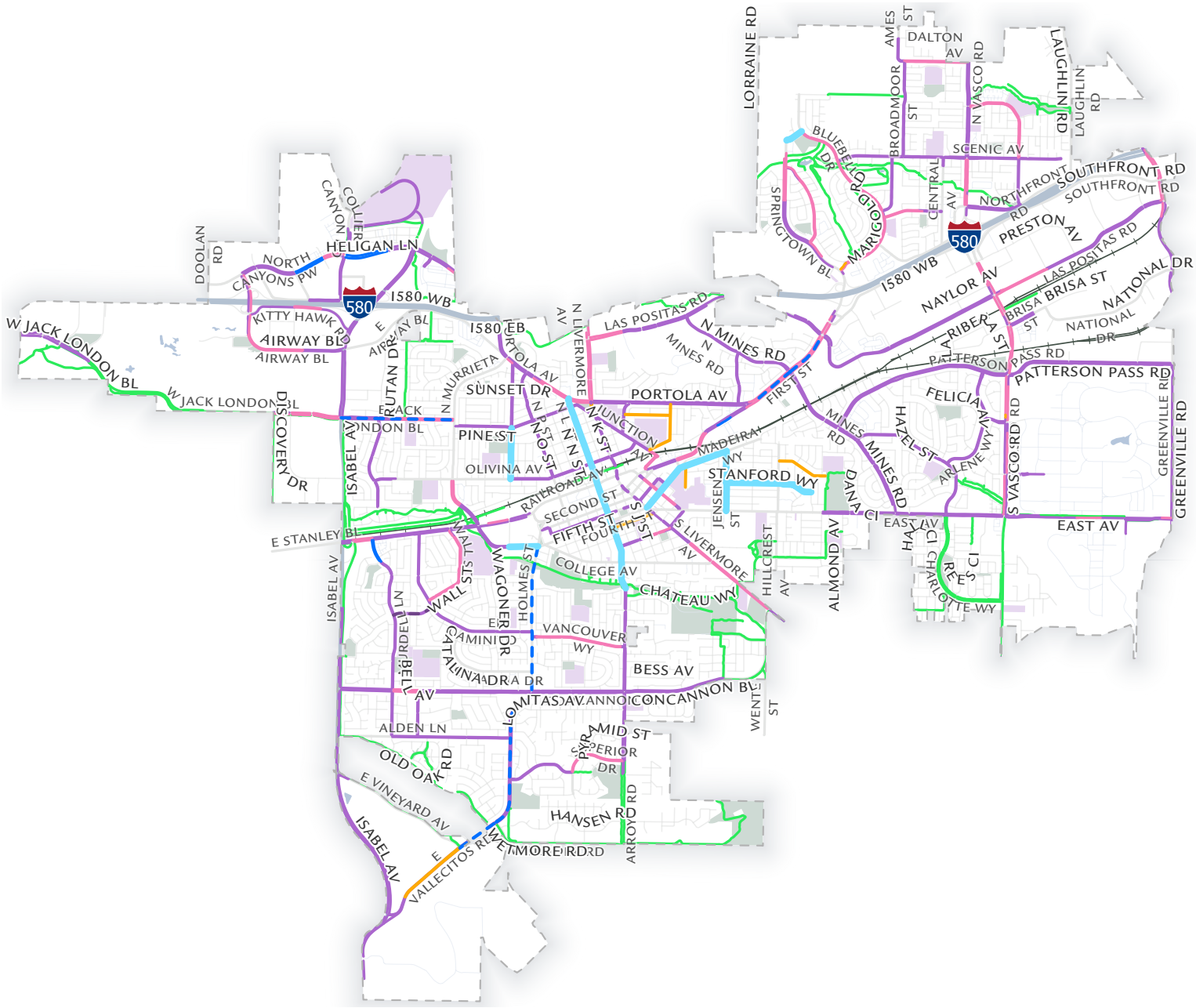
Collisions by severity

- Fatal
- Severe Injury
- Visible Injury
- Complaint of Pain

Proposed Bike Facilities

- Class 2 - Bike Lane
- Class 2 - Buffered Bike Lane
- Class 3 - Sharing Bike Lane
- Class 4 - Separated Bikeways
- To be decided

0 0.25 0.5 1 1.5 2 Miles N



Existing Bike Facilities
- Class I - Bike Trails
- Class 2 - Bike Lane
- Class 2 - Buffered Bike Lane
- Class 3 - Sharing Bike Lane
- Class 4 - Separated Bikeways

Proposed Bike Facilities
- Class 2 - Bike Lane
- Class 2 - Buffered Bike Lane
- Class 3 - Sharing Bike Lane
- Class 4 - Separated Bikeways
- To be decided

0 0.25 0.5 1 1.5 2 Miles N

PROJECT 3
PEDESTRIAN SAFETY IMPROVEMENTS

Enhance pedestrian safety at signalized and non-signalized intersections.

Corridors and intersections experienced 12 pedestrian-related KSI collisions and 70 pedestrian-related injury collisions, along with 155 community-identified concerns related to pedestrian safety. These findings highlight the need to address both documented collision patterns and community-perceived safety challenges at key crossing locations.

To address these issues, the proposed improvements focus on enhancing pedestrian visibility and reducing conflict at crossings. Recommended measures include installing Rectangular Rapid Flashing Beacons (RRFBs), curb extensions (bulb-outs), pedestrian crossing signage, and high-visibility crosswalks, including the addition of marked crossings at stop-controlled approaches. Additional enhancements include upgraded street lighting, retroreflective traffic signal backplates, protected left-turn phasing, improved pedestrian push buttons, and the implementation of Leading Pedestrian Intervals (LPIs).

Together, these improvements aim to increase driver awareness, reduce pedestrian-vehicle conflicts, and improve overall safety and comfort for people walking along corridors and at intersections.



INJURY COLLISION KSI COLLISION

MODE



LOCATION

At Intersection



8	4

VIOLATION CATEGORY

Pedestrian Right of Way	Pedestrian Violation	Traffic Signs and Signal
		
3 2	2 1	1 1

COLLISION TYPE

Vehicle/ Pedestrian

8 4

LIGHTING CONDITION



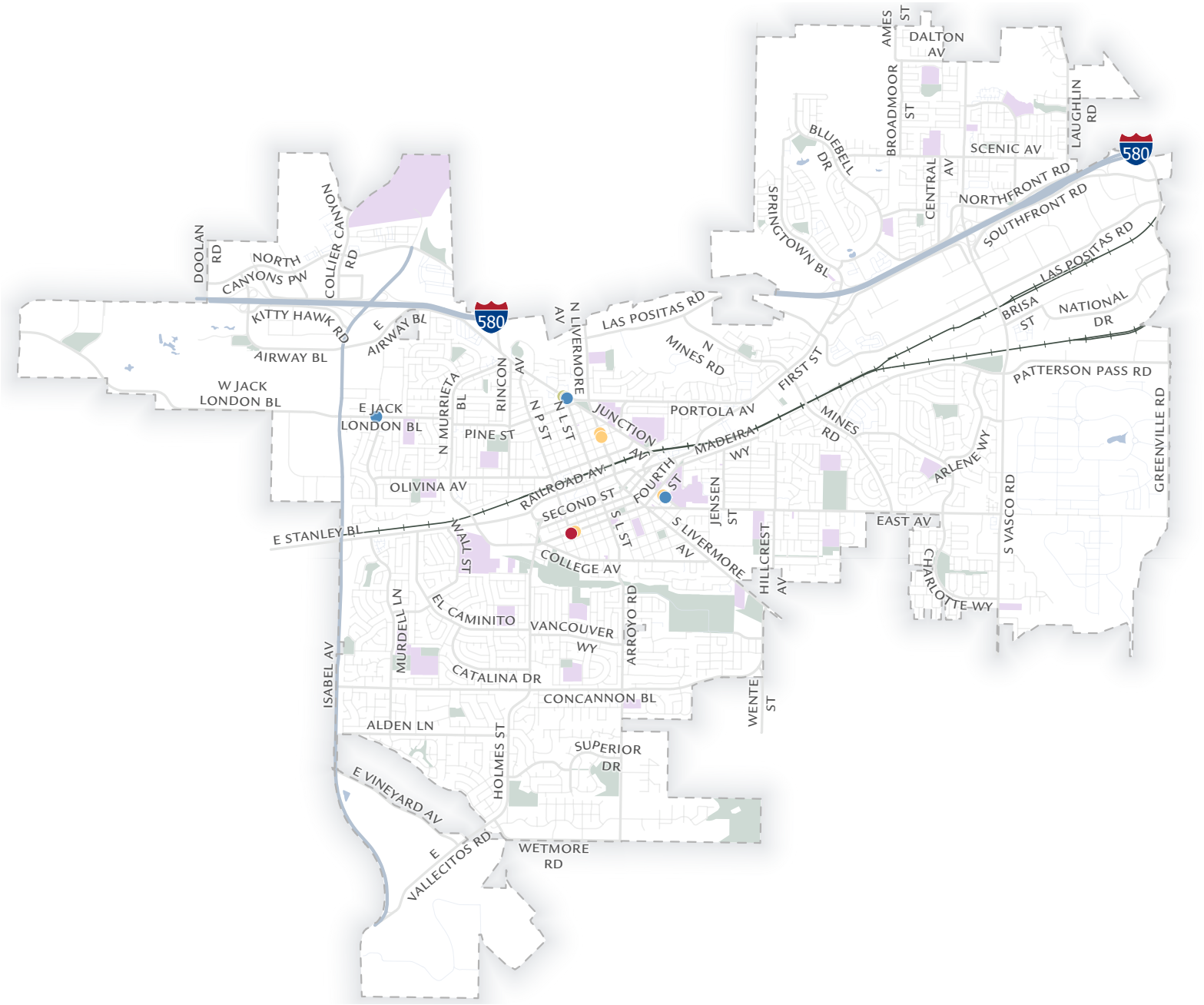
5	1	3	3

Safety Improvements:

- Rectangular Rapid Flashing Beacon (RRFB)
- Curb Extensions
- Pedestrian Crossing signs
- Streetlight Upgrades
- High-visibility crosswalks
- Retro-reflective backplates
- Upgrading push buttons
- Installing Leading Pedestrian Interval (LPI)
- Countdown pedestrian signal heads
- Protected left turns
- Crosswalk re-stripe
- Install crosswalks at stop control approach
- Push button upgrades

Locations:

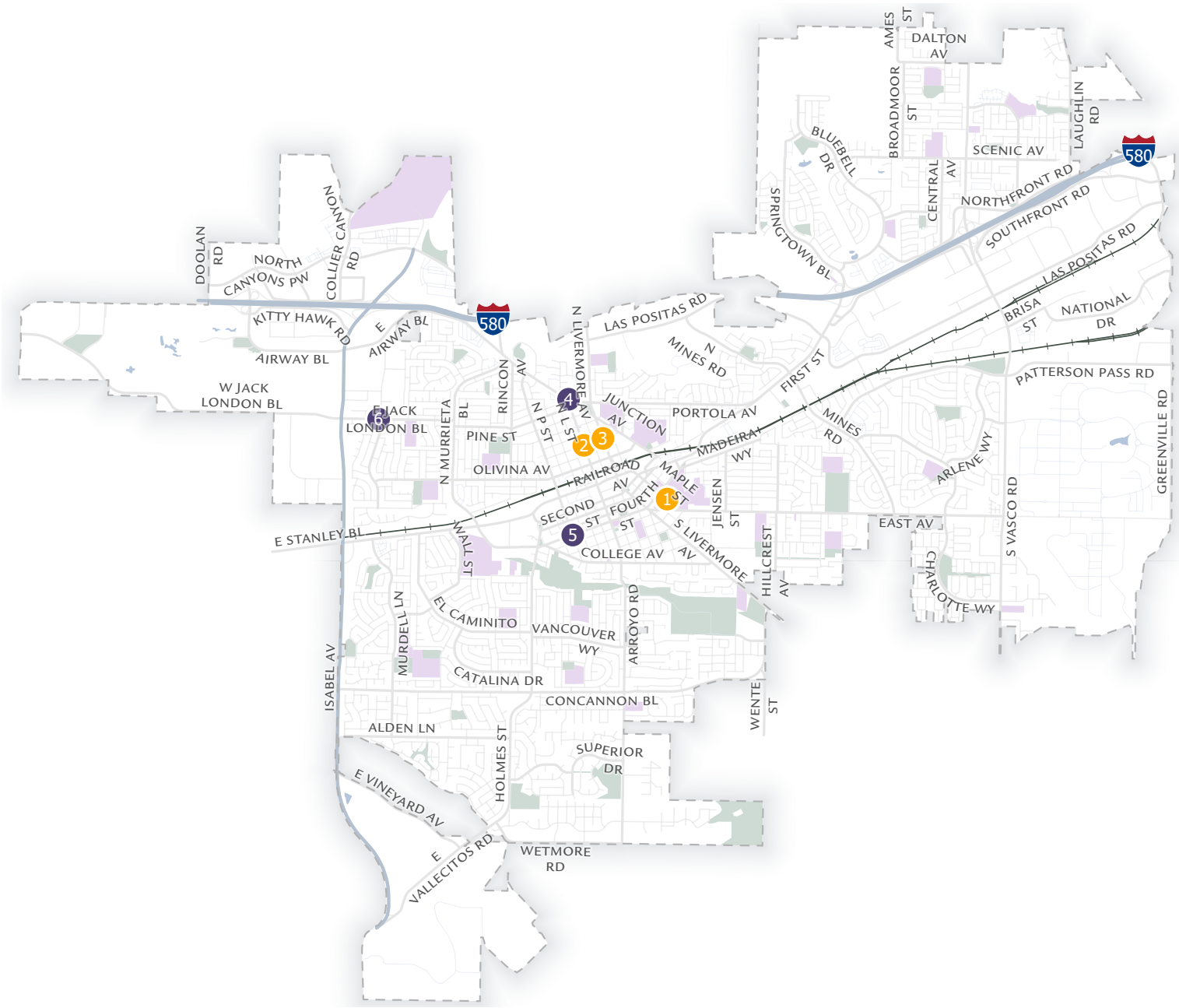
- 5th St & Maple St
- Walnut Ave & Livermore Ave
- Walnut Ave & L St
- Portola Ave & N L St
- Jack London Blvd & Hageman Dr
- Fourth St & P St



Collisions by severity

- Fatal
- Severe Injury
- Visible Injury
- Complaint of Pain

0 0.25 0.5 1 1.5 2 Miles N



Intersection Improvment

- Unsignalized
- Signalized

0 0.25 0.5 1 1.5 2 Miles

N

PROJECT 4
IMPROVE SIGNALIZED INTERSECTIONS WITH PROTECTED LEFT TURNS

Improve signal safety by converting existing permissive left turn signal operations to protected left turns to enhance signal operations and safety.

Turning movements at signalized intersections contributed to three KSI collisions and 34 injury collisions, along with 15 community-identified concerns related to left-turn conflicts. These findings highlight the need to address risks associated with permissive turning movements at key intersections.

To improve safety, the proposed project includes the installation of protected left-turn phasing and dedicated left-turn pockets to reduce conflict between turning vehicles and oncoming traffic, as well as pedestrians. Additional signal and visibility enhancements include retroreflective backplates for traffic signal heads, countdown pedestrian signal heads, and Accessible Pedestrian Signal (APS) push buttons.

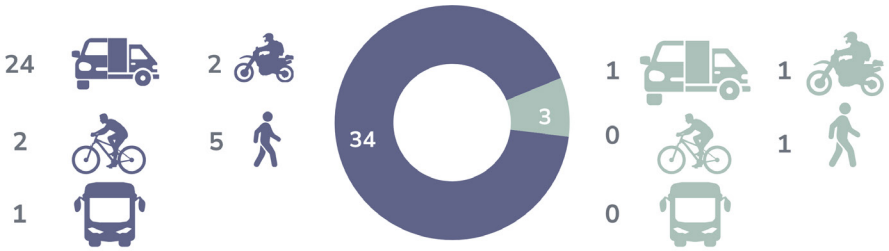
The project also incorporates modernization of traffic signal controllers and cabinets at selected intersections, along with median striping enhancements to better guide turning movements.

Collectively, these improvements are intended to reduce broadside, vehicle-pedestrian, and rear-end collisions associated with turning conflicts and improve overall safety and operations at signalized intersections.



INJURY COLLISION KSI COLLISION

MODE



LOCATION

At Intersection



34 | 3

VIOLATION CATEGORY

Auto mobile Right of ways	Traffic Signals and Signs	Pedestrian Right of Way
6 | 1	13 | 1	5 | 1

COLLISION TYPE

Vehicle/ Pedestrian	Broadside
5 | 1	20 | 2

LIGHTING CONDITION

29 | 2	5 | 1

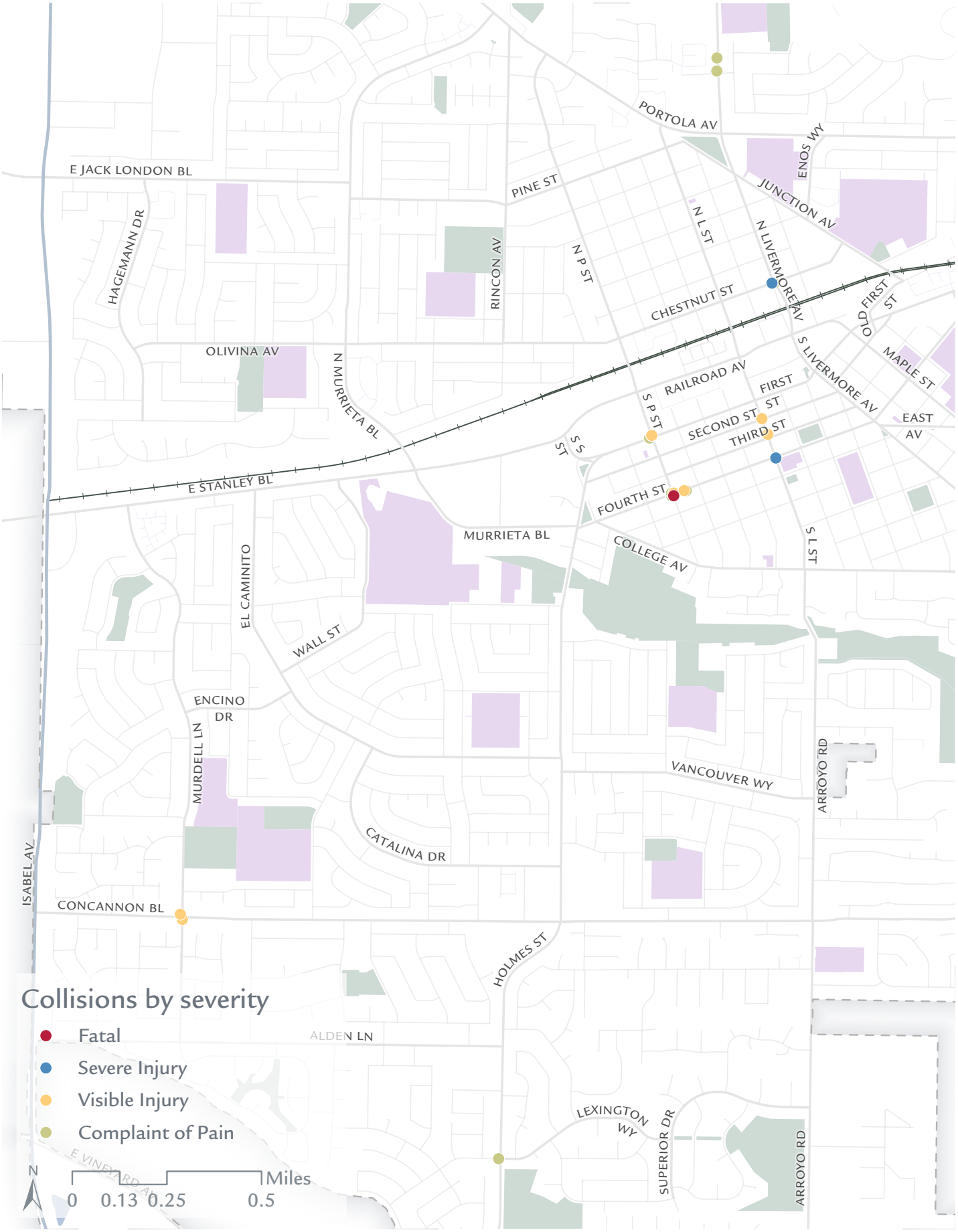
Safety Improvements:

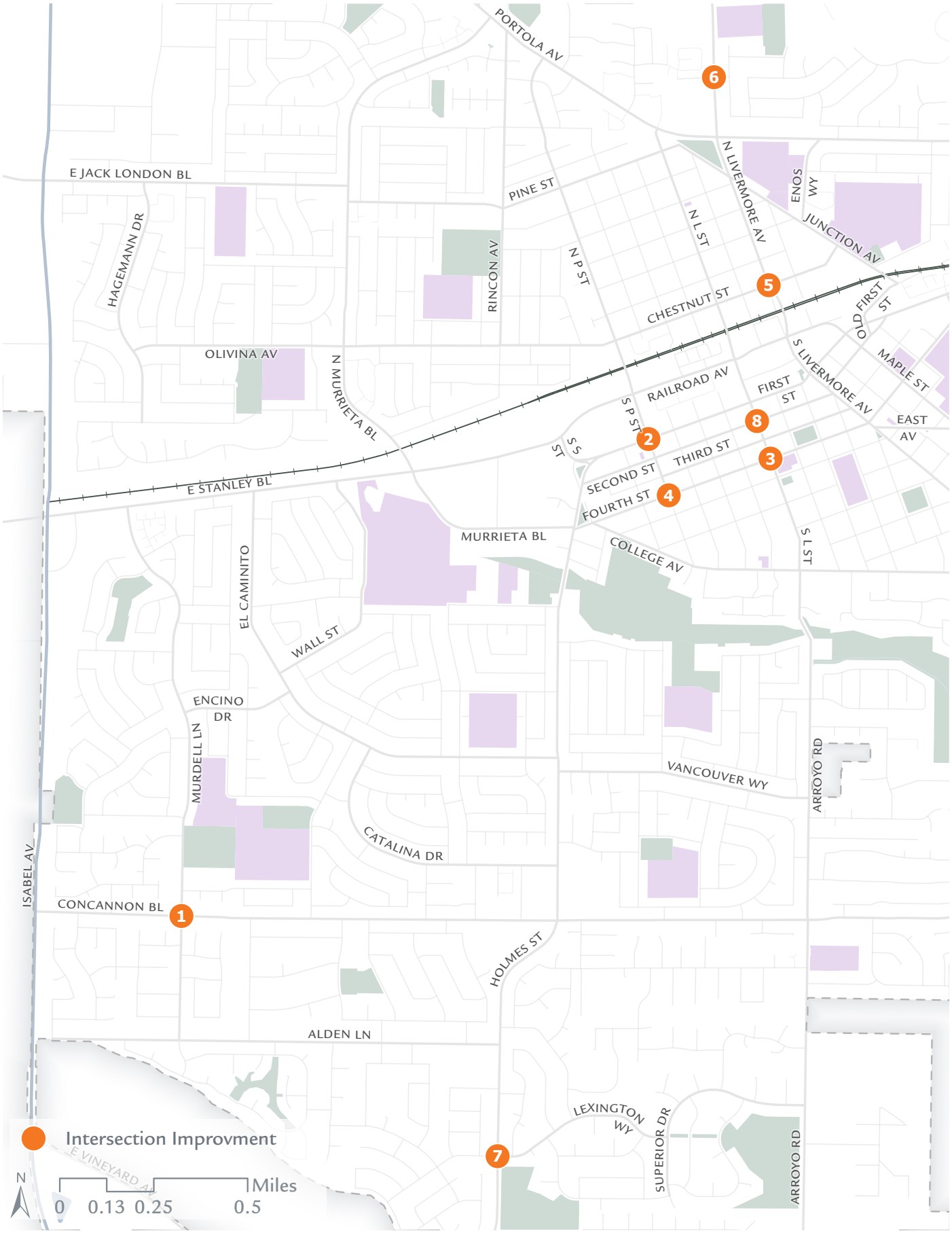
- Protected Left turn phasing & Left turn pocket
- Retroreflective traffic signal head backplates
- Countdown pedestrian signal heads
- Accessible Pedestrian Signal (APS) push buttons
- Traffic signal controller/cabinet up-grades
- Setback stop line
- Striping and Pavement marking
- Left turn pockets
- Median Striping

Locations:

- Concannon Blvd & Murdell Ln
- First St & S P St
- Fourth St & S I St
- Fourth St & S P St
- Livermore Ave & Chestnut St
- Livermore Ave & Cromwell Way
- Holmes St & Lexington Way
- Second St & I St

EXHIBIT A


PORTOLA AV
E JACK LONDON BL
PINE ST
ENOS WY
JUNCTION AV
HAGEMANN DR
RINCON AV
N P ST
N L ST
N LIVERMORE AV
CHESTNUT ST
OLD FIRST ST
OLIVINA AV
N MURRIETA BL
S LIVERMORE AV
MAPLE ST
RAILROAD AV
FIRST ST
S P ST
SECOND ST
THIRD ST
EAST AV
S S ST
E STANLEY BL
FOURTH ST
MURRIETA BL
COLLEGE AV
S L ST
EL CAMINITO
WALL ST
ENCINO DR
MURDELL LN
VANCOUVER WY
ARROYO RD
CATALINA DR
ISABEL AV
CONCANNON BL
HOLMES ST
ALDEN LN
LEXINGTON WY
SUPERIOR DR
ARROYO RD
E VINEYARD AV
Collisions by severity
Fatal
Severe Injury
Visible Injury
Complaint of Pain
N
Miles
0 0.13 0.25 0.5


PORTOLA AV
E JACK LONDON BL
HAGEMANN DR
PINE ST
RINCON AV
N P ST
N L ST
N LIVERMORE AV
ENOS WY
JUNCTION AV
CHESTNUT ST
OLD FIRST ST
OLIVINA AV
N MURRIETA BL
RAILROAD AV
S P ST
FIRST ST
S LIVERMORE AV
MAPLE ST
EAST AV
S S ST
SECOND ST
THIRD ST
FOURTH ST
E STANLEY BL
MURRIETA BL
COLLEGE AV
S L ST
EL CAMINITO
WALL ST
ENCINO DR
MURDELL LN
VANCOUVER WY
ARROYO RD
CATALINA DR
ISABEL AV
CONCANNON BL
HOLMES ST
ALDEN LN
LEXINGTON WY
SUPERIOR DR
ARROYO RD
E VINEYARD AV
1
2
3
4
5
6
7
8
Intersection Improvment
N
Miles
0 0.13 0.25 0.5

PROJECT 5
CITYWIDE STREET LIGHT INVENTORY AND IMPROVEMENTS

Improvements to nighttime safety around the City by adding new streetlights and upgrading to LED-enhanced lights.

Nighttime conditions contributed to 17 KSI collisions and 217 injury collisions, along with 69 community-identified concerns related to inadequate lighting. These findings highlight the need to improve visibility and safety during low-light conditions.

To address these issues, the project proposes upgrading existing lighting to energy-efficient LED fixtures and conducting a citywide inventory to identify and address lighting gaps. Enhanced illumination will improve visibility for all roadway users, increase driver awareness, and reduce the risk of collisions during nighttime hours.

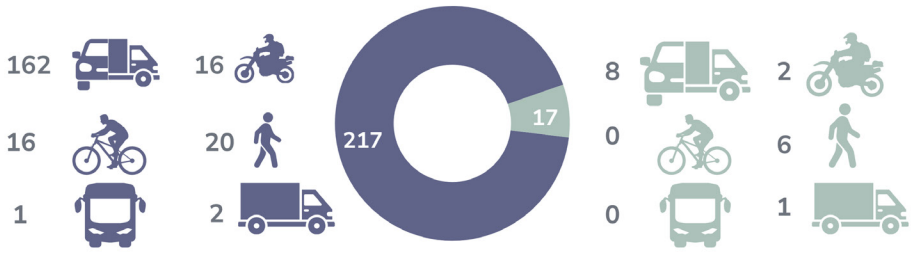
Safety Improvements:

- Upgrading existing fixtures to energy-efficient LED lighting
- Conducting a citywide inventory to identify lighting gaps

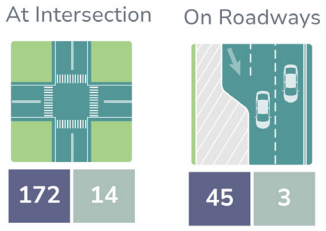


INJURY COLLISION KSI COLLISION

MODE



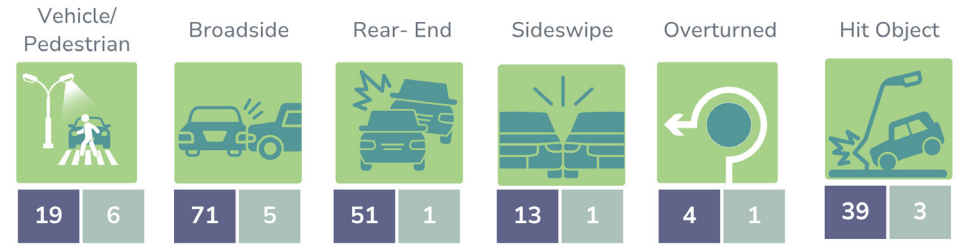
LOCATION



VIOLATION CATEGORY



COLLISION TYPE



S.N	Intersections with Nighttime KSI	Intersections
1	Doolan Rd & N Canyon Pkwy	Unsignalized
2	Isabel Ave & Airway Blvd	Signalized
3	Moraga Dr & Mojave Ave	Unsignalized
4	Del Mar Ave & William Dr	Unsignalized
5	Fourth St & P St	Signalized
6	Railroad Ave & E Stanley Blvd	Signalized
7	Railroad Ave & P St	Signalized
8	5th St & Maple St	Unsignalized
9	Walnut Ave & M St	Unsignalized
10	Portola Ave & L St	Signalized
11	Las Positas Rd & Livermore Ave	Signalized
12	First St & Southfront Rd	Signalized
13	N Vasco Rd & Northfront Rd	Signalized
14	Central Ave & Edelweiss Way	Unsignalized

S.N	Corridor/Segments with Nighttime Collisions	Injury Collisions (KSI)
1	Railroad Ave: First St to Livermore Ave	9(1)
2	First St: Southfront Rd to Gardella Plz	22(1)
3	First St: Q St to L St	5(0)
4	East Ave: Livermore Ave to Vasco Rd	13(0)
5	Portola Ave: Rincon Ave to Edinburgh Dr	7(1)
6	Vasco Rd: Scenic Ave to Brisa St	12(2)
7	Livermore Ave: Arroyo Pl to Las Positas Rd	8(1)
8	Livermore Ave: Portola Ave to Railroad Ave	7(1)
9	Fourth St: College Ave to Maple St	7(1)
10	Holmes St: El Caminito to Miranda Way	5(0)
11	Holmes St: Murrieta Blvd to Holmes Ct	3(0)
12	Murrieta Blvd: Jack London Blvd to First St	5(1)
13	Stanley Blvd: SR84 to Railroad Ave	5(1)



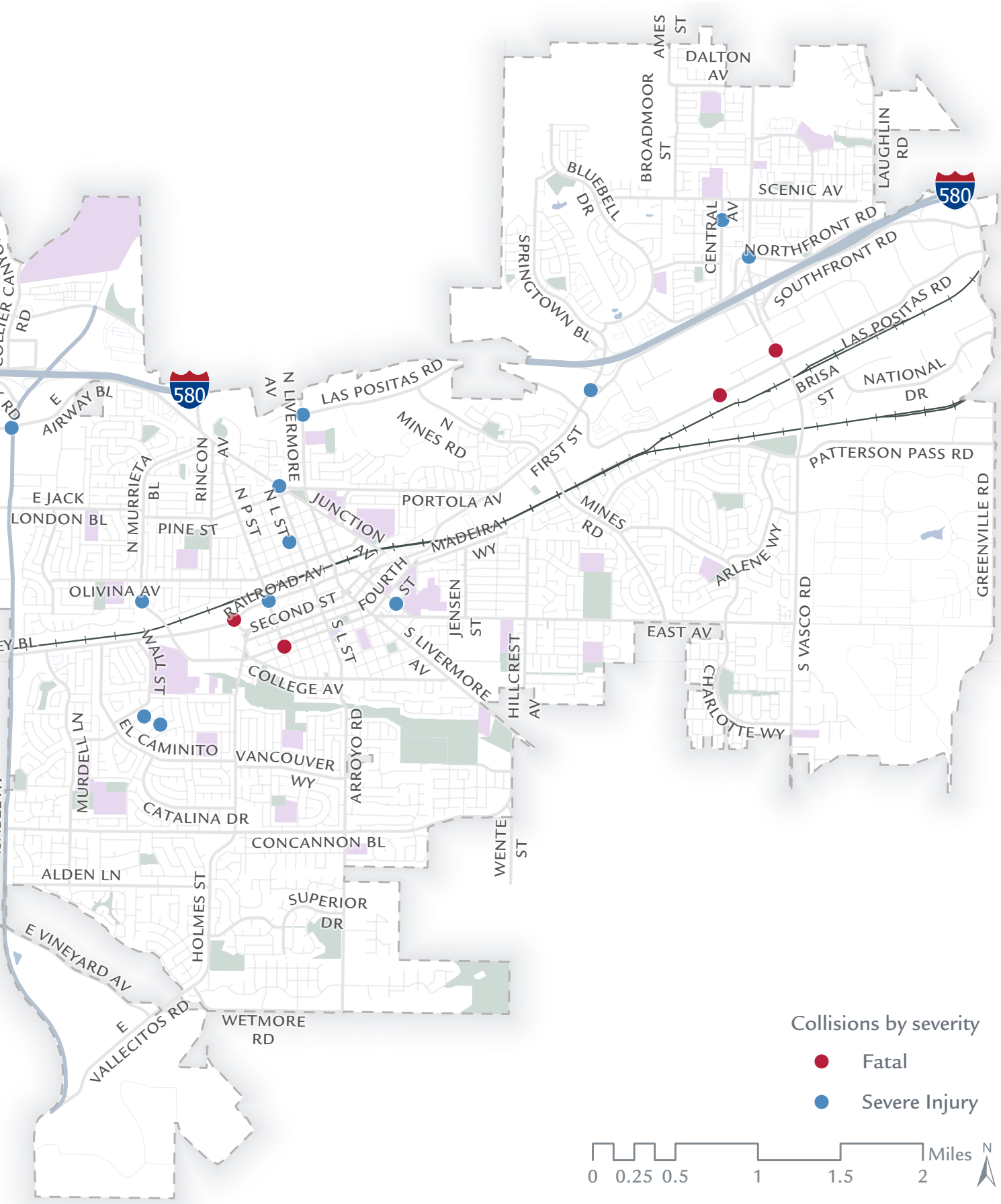

DALTON AV
AMES ST
BROADMOOR ST
LAUGHLIN RD
BLUEBELL DR
SCENIC AV
CENTRAL AV
580
NORTHFRONT RD
SOUTHFRONT RD
SPRINGTOWN BL
LAS POSITAS RD
BRISA ST
NATIONAL DR
PATTERSON PASS RD
GREENVILLE RD
FIRST ST
MINES RD
N MINES RD
N LIVERMORE AV
E AIRWAY BL
COLLIER CANYON RD
RINCON AV
N MURRIETA BL
E JACK LONDON BL
PINE ST
N P ST
N L ST
JUNCTION AV
PORTOLA AV
MADEIRA WY
ARLENE WY
OLIVINA AV
RAILROAD AV
SECOND ST
FOURTH ST
JENSEN ST
EAST AV
S VASCO RD
CHARLOTTE WY
WALL ST
S L ST
S LIVERMORE AV
HILLCREST AV
COLLEGE AV
MURRELL LN
EL CAMINITO
VANCOUVER WY
ARROYO RD
CATALINA DR
CONCANNON BL
WENTE ST
ALDEN LN
HOLMES ST
SUPERIOR DR
E VINEYARD AV
E VALLECITOS RD
WETMORE RD
Collisions by severity
Fatal
Severe Injury
0 0.25 0.5 1 1.5 2 Miles
N

EXHIBIT A



PROJECT 6
CITYWIDE SIGN IMPROVEMENTS

Improve and upgrade signs within the city.

To improve roadway clarity and driver guidance across the city, this project addresses systemic safety issues reflected in 57 KSI collisions and 833 total injury collisions, along with 24 community-identified concerns related to speeding and driver confusion.

Proposed improvements include replacing outdated signage, installing new signposts, refreshing pavement markings, and upgrading lane striping to provide clearer guidance for all roadway users. These enhancements are intended to improve driver awareness, reinforce appropriate lane positioning, and clarify right-of-way at key locations.

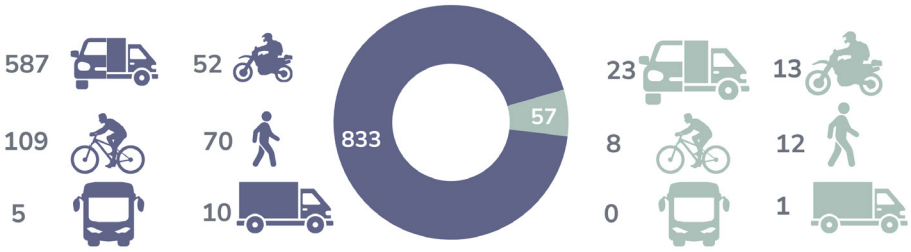
Collectively, these improvements will help reduce collisions related to turning conflicts, lane confusion, and driver decision-making, contributing to a safe and more intuitive roadway environment.

Safety Improvements:

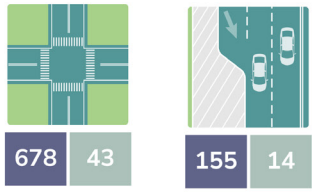
- New Roadside Sign (Enhance sign visibility)
- Install Striping (Enhance Lane Delineation for Driver Guidance)
- Install Pavement Marking (Enhance Arrow & Pavement Legend Visibility)

INJURY COLLISION KSI COLLISION

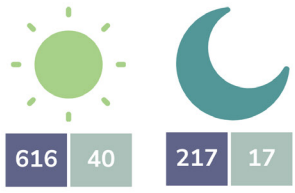
MODE



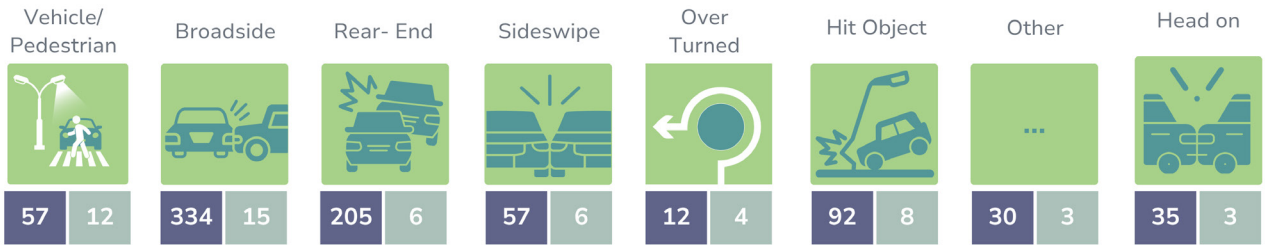
LOCATION



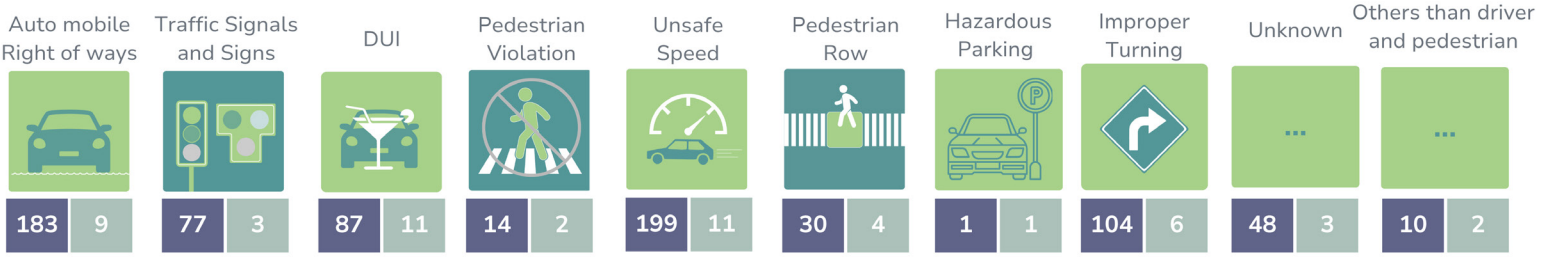
LIGHTING CONDITION



COLLISION TYPE



VIOLATION CATEGORY



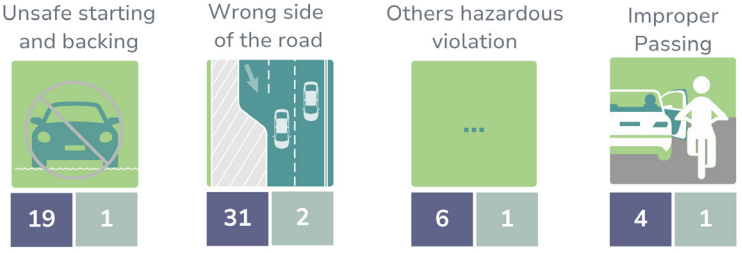


EXHIBIT A

IMPLEMENTABLE ACTIONS

The implementable actions in this plan are organized around these principles to create a comprehensive and resilient safety framework.

Achieving Vision Zero requires sustained collaboration among City departments, community members, and partner agencies. To advance this effort, the project team has developed a set of implementable actions that serve as a strategic roadmap for achieving the City's VZAP goals.

Each action is assigned a defined implementation timeframe and performance metric to support accountability and track progress over time:

- **Short-term actions: 0 – 2 years**
- **Medium-term actions: 2 – 5 years**
- **Long-term actions: 5 – 10 years**

This phased approach allows the City to make immediate progress while building toward long-term, systemic safety improvements. All actions will be subject to ongoing evaluation and refinement, with implementation dependent on available funding, staffing, and partnership opportunities.

Action Areas

The implementable actions are organized into five core Safe System-aligned action areas:

- **Vision Zero Program Initiatives and Evaluation**
- **Safe Roads**
- **Safe Road Users**
- **Safe Speeds**
- **Safe Vehicles**
- **Post-Crash Care**

Together, these categories provide a comprehensive and balanced framework that addresses infrastructure, behavior, policy, and emergency response.

The Livermore VZAP begins with establishing a strong programmatic foundation to guide implementation and promote long-term success. Key initiatives include:

- **Promoting Vision Zero principles across City programs and policies**
- **Integrating safety into ongoing planning and capital improvement efforts**
- **Enhancing data collection, analysis, and performance monitoring**

A critical component of this framework is the formation of a **Vision Zero stakeholder group**, which will serve as the central coordinating body for implementation. The stakeholder group is essential to the success of VZAP, as it fosters cross-departmental collaboration and shared accountability. Consistent with best practices from peer cities, this group should include management-level representatives from key departments.

By bringing together representatives across disciplines, the City can **break down institutional silos** and promote the integration of safety into everyday decision-making.

The stakeholder group will:

- **Establish shared goals and performance metrics**
- **Form sub-group to address targeted issues (e.g., speed management, school safety, data analysis)**
- **Coordinate implementation across departments**
- **Monitor progress and provide regular reporting**

This structured and collaborative approach promotes the consistent application of Vision Zero principles across City operations and that all stakeholders remain aligned, accountable, and results driven.

Overall, the Implementable Actions framework provides a clear, actionable, and adaptable roadmap for reducing fatal and severe injury collisions and advancing a safe transportation system for all users.


SCHOOL
SPEED
LIMIT
25
WHEN
CHILDREN
ARE PRESENT

1. VISION ZERO PROGRAM INITIATIVES AND EVALUATION

(Governance, funding, data, and accountability actions that establish and sustain the Vision Zero program)

Vision Zero Program Initiatives and Evaluation outline the foundational actions Livermore will take to establish, implement, and continuously improve the VZAP. This section focuses on building strong governance and partnerships, securing sustainable funding, integrating safety into City policies and plans, strengthening data collection and performance monitoring, and improving transparency and public engagement. Together, these initiatives create the organizational and analytical framework needed to support implementation of safety strategies and to track progress toward reducing and eliminating traffic fatalities and serious injuries.

Action No.	Actions	Description	Timeline	Performance Metric
A.1	Vision Zero Stakeholder Group	Maintain the established interdisciplinary Vision Zero Stakeholder group to oversee the execution of the plan and facilitate collaboration among City departments for project and program coordination	ShortTerm – Ongoing	Stakeholders will continue to meet twice a year.
A detailed Vision Zero Stakeholder Group Work Plan is provided in the 'Vision Zero Stakeholder Group Work Plan				
A.2	Dedicated Vision Zero Funding Stream	Identify a sustainable and dedicated funding stream for the execution and management of Vision Zero	ShortTerm	Annual budget allocated
A.3	Future Plans & Policy	Integrate safety principles into forthcoming City plans, policies, and design documents	Continuous	Number of City plans and policies that incorporate principles, adoption of updated design standards and inclusion of safety performance measure in plan updates
A.4	Interactive collision map, website & GIS Map	Maintain interactive collision map and Vision Zero project website	ShortTerm	Public views, updates published
A.5	CommunityBased Safety Reporting System/Tool	Implement communitybased safety reporting platform	Continuous	Reports submitted

	Responsible Partners	City Resource
	Livermore Community Development Department/ Engineering Division, Livermore Police Department, Livermore Risk Management Division, Livermore Community Development Department/Planning Division, Livermore Public Works Streets, Livermore Public Works Sanitation, Livermore Community Development Department/Housing Division, LivermorePleasanton Fire Department, Livermore Area Recreation and Park District (LARPD), Livermore Amador Valley Transit Authority (LAVTA), Livermore Valley Joint Unified School District (LVJUSD), Bike East Bay, Sandia National Laboratory, Lawrence Livermore National Laboratory LLNL), Livermore Downtown Inc.	Low

n' Chapter of this Report.

	Livermore Finance Department, Livermore Community Development Department/Engineering Division, City Manager's Office, Livermore City Council.	Medium to High
s	Livermore Community Development Department, Livermore Risk Management Division, Livermore City Council	Low
	Livermore Information Technology Department, Livermore Community Development Department/Engineering Division	Medium
	Livermore Information Technology Department, Livermore Community Development Department/Engineering Division, Livermore City of Livermore Police Department	Low

Action No.	Actions	Description	Timeline	Performance Metric
A.6	Collision Data Quality Program	Enhance collision data completeness and systemic safety analysis	MediumTerm	Improved data completeness
A.7	Bicycle and Pedestrian Count Data	Maintain bicycle and pedestrian count programs	Ongoing	Count locations tracked
A.8	Annual Vision Zero progress report	Publish annual progress report and present biennial updates to City Council	Ongoing	Annual report and biennial presentation to City Council addressing metrics and performance measures



	Responsible Partners	City Resource
	Livermore Police Department, Livermore Community Development Department/Engineering Division, LivermorePleasanton Fire Department/Emergency Medical Services	Medium
	Livermore Community Development Department/Engineering Division	Medium
	Livermore Community Development Department/Engineering Division, Police Department	Medium



2. SAFE ROADS

(Street design, operations, maintenance, and infrastructure strategies that reduce collision risk and severity)

The City of Livermore Vision Zero initiative strongly emphasizes prioritizing traffic engineering enhancements for the High-Injury Network (HIN) as the primary approach to eliminating traffic collisions that result in fatal and severe injuries. Alongside these improvements, the City will also optimize signal operations and implement more rigorous design review processes to enhance street layouts. All street improvements will adhere to the compatible design guidelines.

Action No.	Safety Strategy	Description	Timelin
SR.1	High Injury Network Improvements	Apply for and secure grant funding to advance safety improvement projects at priority locations	MediumTerm
SR.2	Ranked safety project list	Develop and maintain a ranked list of traffic safety improvement projects based on collision risk, community input, and alignment with Vision Zero goals to guide near- and longterm implementation	Ongoing
SR.3	Traffic Collisions Corrective Actions	Proactively Identify similar risks throughout the city based on the most recent fatal and severe injury collisions, prioritize and implement improvements.	ShortTerm; Ongoing
SR.4	Quick Build Safety Projects	Implement quickbuilt and lowcost safety treatments	ShortTerm
SR.5	Prioritize Design for Priority Corridors	Develop conceptual and final designs and pursue grant funding for priority corridors	MediumTerm
SR.6	Signal Timing Updates	Update traffic signal timing plans to enhance safety for all travel modes	ShortTerm
SR.7	Deploy Intelligent Transportation Systems (ITS)	Leverage ITS technologies to improve safety and operations, including adaptive signal control, pedestrian detection, vehicle speed detection systems, connected vehicle infrastructure, and	LongTerm

ne	Progress Measure	Key Partners	City Resource
	Projects delivered/ Miles improved	Livermore Community Development Department/ Engineering Division	High
	List updates	Livermore Community Development Department/ Engineering Division	Low
	List created / Action Plan developed	Livermore Community Development Department/ Engineering, Livermore Police Department, Livermore Public Works Department, Livermore Risk Management Division	Medium
	Number of locations where quickbuild projects have been implemented	Livermore Community Development Department/ Engineering Division, Livermore Public Works Department	Low
	Number of corridor projects implemented, number of corridors with completed design, and secured funding	Livermore Community Development Department/ Engineering Division	Medium
	Percentage of Cityowned traffic signals with updated timing plans	Livermore Community Development Department/ Engineering Division	Medium
	Number of ITS technologies deployed or upgraded at priority HIN locations annually	Livermore Community Development Department/ Engineering Division, Livermore Police Department	High

EXHIBIT A

Action No.	Safety Strategy	Description	Time
SR.8	Design Standards	Update design standards and guidelines for all transportation modes, including standard details, municipal code, active transportation plan, traffic calming, safe routes to school, etc. Apply adopted City design standards and guidelines in the planning and design of transportation facilities for all transportation modes to promote consistent, safetyfocused projects	Shortterm, ongoing
SR.9	Tree Trimming and vegetation management for visibility	Proactively inspect and trim trees and vegetation to maintain clear sightlines at intersections, crossings, driveways, traffic control devices, and along sidewalks and shareduse paths	Short-Term
SR.10	Pavement Marking and Signage Maintenance	Maintain and refresh pavement markings, crosswalks, lane lines, and regulatory and warning signage to promote visibility, legibility, and compliance, prioritizing corridors, and intersections	Medium-Term
SR.11	Street Lighting and Signal Equipment Maintenance	Conduct routine inspections and timely repair of street lighting, pedestrianscale lighting, traffic signals, and pedestrian signal equipment to improve nighttime visibility and intersection safety	Medium-Term
SR.12	Protected turn phasing & LPIs	Implement protected turn phasing and leading pedestrian intervals	Medium-Term
SR.13	Highvisibility crosswalks near schools and seniorserving facilities	Install highvisibility crosswalks in proximity to the school, senior centers, parks, and other locations frequently used by children and older adults	Medium-Term
SR.14	Sidewalk, Curb Ramp, and Accessibility Repair	Maintain and repair sidewalks, curb ramps and accessible routes, improve ADA accessibility, and promote safe pedestrian travel, prioritizing focused locations and routes serving schools, transit stops, and senior facilities	Medium-Term
SR.15	Bicycle network	Continue to develop and enhance Livermore's bicycle network in coordination with the City's adopted Active Transportation Plan, with an emphasis on expanding low-stress bicycle facilities, improving network connectivity, and prioritizing corridors	On-going
SR.16	Pedestrian crossing	Install and upgrade pedestrian crossing treatments along the HIN and in coordination with the City's adopted Active Transportation Plan	On-going

eline	Progress Measure	Key Partners	City Resource
	Design standards and guidelines updated every five years. Proportion of transportation projects that meet adopted City and State design standards	Livermore Community Development Department	Medium
	Number of priority locations where vegetation obstructions are addressed annually	Livermore Public Works Department, Livermore Community Development Department/Engineering Division	Short
	Percentage of High Injury Network corridors with pavement markings and signs meeting visibility and condition standards	Livermore Public Works Department, Community Development Department/ Engineering Division	Medium
	Percentage of reported lighting and signal maintenance issues	Livermore Public Works Department	Mediums
	The number of intersection upgrades	Livermore Community Development Department/Engineering Division	Medium
	Number of crosswalks near schools and seniorserving facilities upgraded or installed as highvisibility crosswalks	Public Works Department	Medium
	Number of sidewalk and curb ramp deficiencies corrected annually on priority routes	Livermore Community Development Department/Engineering Division	Medium
	Lane miles of new or upgraded low-stress bicycle facilities installed	Livermore Community Development Department/Engineering Division, Livermore Public Works Department	High
	Number of pedestrian crossings upgraded or installed	Livermore Community Development Department, Livermore Public Works Department	High

3. SAFE ROAD USERS

(Education, encouragement, enforcement, and mobility strategies that support safe behavior)

This initiative focuses on reducing high-risk behaviors through coordinated education, outreach, and targeted enforcement, while supporting safe travel choices for all road users. These strategies emphasize speeding, impairment, distraction, and yielding behaviors, and prioritize times and locations with elevated risk, such as holidays, special events, school travel periods, and late-evening hours. This approach recognizes that achieving Vision Zero requires shared responsibility and a community-wide culture of safety alongside engineering and policy improvements.

Action No.	Safety Strategy	Description	Timeline
SU.1	Safety education campaigns	Conduct highimpact safety education campaigns (speeding, impairment, distraction)	Short-Term; ongoing
SU.2	Targeted Outreach	Conduct targeted education and outreach activities to discourage impaired driving by focusing on locations in proximity to alcoholserving establishments, special events, and entertainment areas	Short-Term; ongoing
SU.3	Incentivize & Prioritize Mode Shift Programs	Promote transit, carpooling, micromobility, and commute reduction programs	Long-Term
SU.4	Improve First- and LastMile Access to Transit	Improve pedestrian and bicycle access to transit stops and stations by closing sidewalk gaps, installing safe crossings, improving lighting, and enhancing wayfinding, corridors, and near major transit stops	Medium-Term
SU.5	LateNight Options	Develop options and increase awareness through campaigns to encourage latenight transit, Uber, rideshare, taxi, and other services as alternatives to impaired driving	Long-Term
SU.6	Expand and maintain the Safe Routes to School Program	Increase investment in Safe Routes to School. Use collision data and HIN corridors to inform a comprehensive, citywide Safe Routes to School approach and maintain the program	Shortterm; ongoing
SU.7	Promote Safe Routes to School	Expand programs and infrastructure that enable students and families to safely walk, bike, and use transit to reach schools, reducing schoolrelated vehicle trips and improving safety along school travel corridors	ShortTerm; ongoing

	Progress Measure	Key Partners	City Resource
	Number of people reached through education and outreach campaigns	Livermore Community Development Department/Engineering, Livermore Police Department	High
	Number of conducted targeted education and outreach activities	Livermore Police Department, Livermore City Manager's Office, Livermore Community Development Department	Medium
	Transit ridership trends on routes serving priority corridors and activity centers	Livermore Community Development Department, Livermore Amador Valley Transit Authority (LAVTA), Alameda County Transportation Commission	High
	Number of transits stops with completed safety and access improvements	Livermore Community Development Department, Livermore Amador Valley Transit Authority (LAVTA)	Medium
	Reduction in DUI collisions and promotional activities	Livermore Community Development Department, Livermore Amador Valley Transit Authority (LAVTA)	High
	The Safe Routes to School Program developed within five years	Livermore Community Development Department, Livermore Valley Joint Unified School District, Livermore Police Department, Livermore Public Works	Low
	Number of schools participating	Livermore Community Development Department, Livermore Valley Joint Unified School District	Medium

EXHIBIT A

Action No.	Safety Strategy	Description	Timeline
SU.8	Vision Zero police training	Integrate Vision Zero principles into police training and enforcement practices	Short-Term; ongoing
			Bicyclist and Pedestrian
VRU.1	Develop and maintain an Active Transportation Plan	Develop and regularly update the Active Transportation Plan	Short-Term; OnGoing
VRU.2	Senior awareness	Develop and deliver an education and outreach campaign aimed at drivers to improve awareness of older pedestrians	Medium-Term
VRU.3	Improve Safety for Bicyclists	Provide safe bicycling demo, helmet giveaways, and free bicycle repair at select public events	Ongoing
VRU.4	Encouragement to Safe Walking and Bicycling	Rollout regular Bike Rodeos, Form Bike Bus to Schools and host walking/bicycling tours for community participation	Annual (Ongoing)
VRU.5	School Area Safety	Review/modify School Crossing Guard Program	Annual (Ongoing)

Progress Measure	Key Partners	City Resource
Number of officers trained	Livermore Police Department	Low
(Vulnerable Road Users)		
The Active Transportation Plan developed within five years	Livermore Community Development Department/ Engineering Division, Livermore Police Department, Livermore Risk Management Division, Livermore Community Development Department/Planning Division , Livermore Public Works Streets, Livermore Public Works Sanitation, Livermore Community Development Department/Housing Division, Livermore-Pleasanton Fire Department, Livermore Area Recreation and Park District (LARPD), Livermore Amador Valley Transit Authority (LAVTA), Livermore Valley Joint Unified School District (LVJUSD), Bike East Bay, Sandia National Laboratory, Lawrence Livermore National Laboratory LLNL), Livermore Downtown Inc.	High
Trends in collisions involving seniors	Livermore Police Department	Medium
Trends in bicycle uses and Bikerelated collisions	Livermore Police Department, Livermore Community Development Department/Engineering Division, partnering with Bike Coalition	Low
Trends in use of walking and bicycling for all trips and destinations	Livermore Community Development Department/ Engineering Division, Livermore Area Recreation & Park District	Low
Trends in # of fatal and serious injury collisions near schools; Trends in # of students walking and bicycling to schools	Livermore Community Development Department/ Engineering Division, Livermore Police Department, School District	Low

4. SAFE SPEED

(Speed design, policy & operations)

This initiative focuses on reducing collision severity and preventing fatal and serious injuries by managing vehicle speeds through a combination of street design, operational strategies, policy updates, and datadriven enforcement. These efforts prioritize corridors and intersections with elevated collision risk, high pedestrian and bicycle activity, and a history of speedingrelated collisions, and include tools such as traffic calming, signal timing adjustments, speed feedback devices, and contextsensitive roadway design. By aligning infrastructure, policy, and behavior with safe operating speeds, this approach recognizes that controlling speed is one of the most effective ways to save lives and is fundamental to achieving a Safe System where human mistakes do not result in severe harm.



Action No.	Safety Strategy	Description
SS.1	Citywide speed management program	Establish and maintain a Citywide Neighborhood Traffic Calming Program that sets the framework and prioritizes corridors based on datadriven analysis
SS.2	Corridor speed redesigns	Implement targeted speed management treatments for motor vehicles on corridors, in align with the adopted Citywide Traffic Calming Program
SS.3	Speed performance monitoring	Monitor and evaluate operating speeds on major corridors
SS.4	Signal Speed Optimization	Update signal timing and operational parameters to manage speeds
SS.5	Reduce speeding on High Collision Corridors	Advocate for automated speed enforcement on High Collision Corridors



Timeline	Progress Measure	Key Partners	City Resource
Short Term; ongoing	The Citywide Traffic Calming Program adopted within five years	Livermore Community Development Department, Livermore Police Department	Medium
OnGoing	Corridors Improved	Livermore Community Development Department, Livermore Police Department	Medium
OnGoing	Speed Trends	Livermore Community Development Department, Livermore Police Department	Medium
Shortterm	Number of intersections with updated signal timings	Livermore Community Development Department, Livermore Police Department	Medium
Longterm	Program Approval	Livermore Community Development Department, Livermore Police Department	Low

5. SAFE VEHICLES

(Strategies that reduce collision severity and improve emergency response outcomes)

This initiative focuses on reducing the severity of crashes and improving survival outcomes through safe vehicle design, advanced safety technologies, and responsible fleet operations. Strategies emphasize the adoption of vehiclebased safety features such as collision avoidance systems, improved driver visibility, and speed management technologies, along with enhanced safety standards for public and private fleets.

The approach also promotes partnerships with transit providers, freight operators, and employers to expand the use of proven safety technologies and datadriven fleet management practices. By strengthening the role of vehicles within the Safe System framework, this initiative recognizes that while crashes may still occur, safe vehicles can significantly reduce the risk of fatal and severe injuries and provide an added layer of protection for all road users, particularly vulnerable populations.

Action No.	Safety Strategy	Description
SV.1	City fleet safety policy	Adopt a fleet procurement policy requiring advanced safety technologies (e.g., automatic emergency braking, blind spot detection, rear/360° cameras) for all new city vehicles
SV.2	Side guards on heavy vehicles	Install side guards and enhanced visibility features on cityowned trucks and large vehicles to reduce pedestrian and bicyclist fatalities
SV.3	Transit vehicle safety technologies	Partner with Livermore Amador Valley Transit Authority to deploy collision avoidance and pedestrian detection systems on transit vehicles
SV.4	Private fleet safety partnership program	Collaborate with freight, delivery, and construction companies to promote adoption of vehicle safety technologies and safe fleet practices
SV.5	Fleet telematics and speed monitoring	Encourage use of telematics systems to monitor speeding, harsh braking, and driver behavior for city and partner fleets
SV.6	Safe vehicle purchas-ing incentives	Promote adoption of higherrated safety vehicles and emerging technologies through outreach and incentive programs
SV.7	Delivery vehicle safety standards	Work with regional partners to encourage safe delivery vehicle design (e.g., improved driver visibility, smaller vehicles in dense areas)

Timeline	Progress Measure	Key Partners	City Resource
Mediumterm	Percentage of city fleet meeting safety technology standards	Livermore Public Works Department	Medium
Mediumterm	Number/percentage of heavy vehicles equipped with side guards	Livermore Public Works Department	Medium
Mediumterm	Percentage of transit fleet equipped with safety technologies	Livermore Amador Valley Transit Authority	Medium
Ongoing	Number of participating companies / safety commitments adopted	Private sector, chamber of commerce	Low
Mediumterm	Percentage of fleet vehicles using telematics systems	Livermore Public Works Department, private operators	Medium
Longterm	Increase in percentage of safe vehicles registered locally (if data available)	State agencies, private sector	Low
Longterm	Adoption of safety standards or participation in pilot programs	Regional agencies, private operators	Low

6. POSTCRASH CARE

This initiative focuses on reducing the severity of crashes and improving survival outcomes through safe vehicle interactions, enhanced roadway treatments, and efficient emergency response. Strategies emphasize conflict reduction at intersections, improved visibility and warning systems, protection for vulnerable road users, and coordinated postcrash response through signal preemption, rapid clearance, and improved data collection.

By addressing both crash prevention and emergency care, this approach recognizes that while crashes may still occur, a resilient transportation system can significantly reduce the likelihood of fatal and serious injuries and promote timely assistance when incidents happen.



Action No.	Safety Strategy	Description	Timeline
PCC.1	Emergency signal preemption	Coordinate signal preemption for emergency response vehicles	MediumTerm
PCC.2	Rapid clearance coordination	Implement a rapid collision scene clearance protocol to minimize secondary collisions and traffic disruption	MediumTerm
PCC.3	Postcrash data enhancements	Improve postcrash data collection and response coordination	MediumTerm



Progress Measure	Key Partners	City Resource
Corridors Equipped	Livermore Community Development Department/ Engineering Division, Livermore Police Department, LivermorePleasanton Fire Department	Medium
Response time reduced	Livermore Police Department, LivermorePleasanton Fire Department	Medium
Percentage of KSI collisions reports completed with full field data, establishment of a unified interagency collision data review protocol	Livermore Police Department, Livermore Risk Management Division, Livermore Community Development Department/Engineering Division	Medium

VISION ZERO STAKEHOLDER WORK PLAN

The Vision Zero Stakeholder Group will play a critical role in advancing Livermore's commitment to eliminating traffic fatalities and severe injuries. Through a coordinated, data-driven, and collaborative approach, this group will guide implementation, strengthen partnerships, and promote accountability across agencies and programs. This work plan outlines key priorities, actions, and performance measures to support a transportation system that is safe, equitable, and accessible for all users.

GOALS

The Stakeholder Group is guided by the following goals:

- Eliminate traffic fatalities and severe injuries
- Improve safety for vulnerable road users, including pedestrians, bicyclists, seniors, and youth
- Enhance the quality, consistency, and accessibility of collision and injury data
- Strengthen coordination among City departments and regional partners

KEY ACTIONS AND OUTCOMES

Data, Monitoring, and Transparency

- **Action:** Collect, analyze, and publish annual collision and injury data
- **Outcome:** Support transparent reporting and data-driven decision-making

- **Action:** Improve data collection protocols, enhance interagency data sharing, and provide staff training
- **Outcome:** Promote accurate, consistent, and actionable safety data to inform planning and investment decisions

- **Action:** Conduct regular stakeholder review of planned and implemented safety projects, including projects within the High-Injury Network
- **Outcome:** Promote the alignment of projects with Vision Zero principles, prioritized them based on risk, and support effective implementation to reduce fatalities and severe injuries

Enforcement and behavior change

- **Action**: Review enforcement data and citations related to the top contributing factors to fatal and severe injury collisions
- **Outcome:** Enable targeted enforcement strategies that address high-risk behaviors such as speeding, impaired driving, and failure to yield

- **Action:** Develop and implement coordinated education and enforcement campaigns
- **Outcome:** Increase compliance with traffic laws and promote safe behaviors across all roadway users

Community engagement and education

- **Action:** Integrate traffic safety messaging into existing City programs, school outreach, and community initiatives
- **Outcome:** Increase awareness and foster a culture of safety, particularly among vulnerable populations

Partnerships and regional coordination

- **Action:** Collaborate with regional partners—including Caltrans District 4, the Livermore Amador Valley Transit Authority, and Alameda County agencies—to improve safety near transit stops and along key corridors
- **Outcome:** Enhance safety and accessibility at transit facilities and strengthen regional coordination on safety initiatives

PERFORMANCE METRICS

Progress toward Vision Zero will be tracked using the following indicators:

- Reduction in traffic fatalities and severe injuries
- Trends in citations related to key collision factors
- Number and effectiveness of safety improvements near transit facilities
- Public awareness and participation in safety programs
- Improvements in the completeness and quality of collision and injury data

REPORTING AND ACCOUNTABILITY

The Vision Zero Stakeholder Group will promote ongoing accountability through regular reporting and evaluation:

- Reporting Frequency: Annual reporting to the City Council and the public
- Performance Review: Annual stakeholder meetings to assess progress, refine strategies, and adjust priorities

Through sustained collaboration, data-driven decision-making, and coordinated action, the Vision Zero Stakeholder Group will support the City of Livermore in advancing safe streets and achieving its goal of eliminating traffic fatalities and severe injuries.



PARTNERSHIP

Achieving Vision Zero in Livermore will require strong, sustained partnerships across public agencies, private organizations, and the community. By coordinating efforts across sectors, the City can expand its capacity, strengthen data-driven decision-making, and implement more effective safety strategies. The partnership approaches outlined below will continue to evolve as conditions and priorities change.

COLLABORATION WITH NEARBY CITIES

The City of Livermore can collaborate with neighboring Tri-Valley and Alameda County jurisdictions to advocate for state legislation that strengthens local traffic safety efforts. Through coordinated engagement with the California State Legislature and the Governor's Office, and in partnership with regional agencies such as the Alameda County Transportation Commission, Livermore can advance policies related to speed management, automated enforcement (where permitted), impaired-driving countermeasures, and other evidence-based strategies.

Regional collaboration amplifies local priorities, strengthens enforcement tools, and promotes the effective representation of shared safety goals.

PUBLIC HEALTH AND MEDICAL INSTITUTION

Livermore can partner with public health agencies, hospitals, and trauma centers to integrate collision data with injury and health outcome information. Linking transportation data with anonymized medical and emergency response records will provide a more complete understanding of injury severity, contributing factors, and long-term impacts.

Collaboration with agencies such as the Alameda County Public Health Department, local healthcare providers, and the Livermore-Pleasanton Fire Department can help identify underreported pedestrian and bicycle collisions and recurring injury patterns. Incorporating public health expertise will strengthen data-driven planning and prioritization.

PRIVATE SECTOR ENGAGEMENT

The City can collaborate with private-sector partners whose operations rely on the roadway network, including freight and delivery companies, construction contractors, major employers, and transportation network companies (TNCs). These partnerships help promote active business support for roadway safety through their daily operations.

Livermore can work with businesses and logistics operators to promote safe driving policies, employee training, fleet safety standards, and compliance with traffic laws. Partnerships with TNCs and delivery services can support targeted outreach on safe pickup/drop-off practices, speed management, and pedestrian awareness, particularly in high-activity areas such as Downtown Livermore and near transit hubs. Coordination with the Livermore Chamber of Commerce and regional organizations can further integrate traffic safety into employer programs and corporate responsibility initiatives.

ADVOCACY FOR SAFE DELIVERY VEHICLES

Livermore can collaborate with regional partners to advocate for policies that promote safe delivery

vehicles and operations in urban and mixed-use areas. As last-mile delivery activity increases, vehicle size, design, and operations play a critical role in safety, particularly for pedestrians and bicyclists.

The City may work with agencies such as the Alameda County Transportation Commission and partner jurisdictions to support vehicle design standards, improved driver visibility, and context-appropriate vehicle use in dense areas. Livermore can also engage delivery companies to promote fleet safety measures such as side guards, enhanced mirrors, speed management technologies, and driver training focused on vulnerable road users.

TRAFFIC SAFETY EDUCATION IN SCHOOLS

Livermore can collaborate with local school districts and the California Department of Education to integrate traffic safety education into school curricula. This effort will promote age-appropriate instruction on safe walking, bicycling, and driving behaviors.

The City may coordinate with the Livermore Valley Joint Unified School District, law enforcement, and community partners to deliver classroom presentations, bicycle safety workshops, pedestrian campaigns, and Safe Routes to School programming. Topics may include safe crossings, helmet use, visibility, distracted driving, and sharing the road.

COMMUNITY AND SCHOOL AMBASSADOR PROGRAMS

The City can establish community- and school-based ambassador programs to expand outreach and engagement. These programs would empower students, parents, and community members to promote safe travel behaviors within their neighborhoods.

Using Vision Zero materials and toolkits, ambassadors can support classroom activities, peer-to-peer campaigns, community events, and walk/bike audits. These efforts may be coordinated with schools, community organizations, and partners such as transit agencies and regional transportation agencies to align with broader safety initiatives.

PARTNER WITH TRANSIT AGENCIES

Livermore can strengthen partnerships with regional transit agencies to implement coordinated safety improvements. By working with the Livermore Amador Valley Transit Authority (Wheels) and other providers, the City can align operational, educational, and infrastructure strategies with Vision Zero principles.

Partnership opportunities include operator safety training, deployment of advanced vehicle safety technologies (e.g., collision avoidance and pedestrian detection systems), and development of shared safety data systems. Joint efforts can also improve safety near transit stops through enhanced crossings, lighting, ADA-compliant facilities, bicycle access, and traffic calming measures.

Coordination with regional agencies and Caltrans can further support corridor-level safety improvements, particularly along state routes.

FUNDING & IMPLEMENTATION

To support data-driven decision-making, the City of Livermore has established a prioritization framework for evaluating and ranking location-specific safety projects. This framework promotes alignment of investment with the City's safety goals and deliver the greatest benefit. Projects are evaluated based on the following criteria:

- Collision Frequency/History
- Collision Severity
- Collision Types
- Safety Benefits
- Roadway Characteristics
- Benefits to Vulnerable Road Users
- School Safety Impact
- Community Engagement
- Cost-Effectiveness
- Ease of Implementation



PRIORITIZING MATRIX:

Criteria	Description
Collision Frequency/History	Looking at the number of crashes that have occurred at a location over a set period (e.g. 5- 10 years).
Collision Severity	Prioritizing projects with locations having a higher proportion of fatal and serious injury collisions.
Collision Types	Prioritizing projects with locations that have prevalent collision types, such as runoffroad, headon, and angle collisions.
Safety Benefits	This evaluates the collisionseverity risk at the project location based on a 10year collision history. To calculate the safety benefit score, as per their severity rate. This criterion includes both collision severity and collision frequency/history.
Roadway Characteristics	Factoring in attributes like roadway geometry, lane/shoulder widths, sight distances, etc.
Benefits to Vulnerable Road Users	Projects that include improvements benefiting pedestrians, bicyclists, transit users, or persons with disabilities.
School Safety Impact	Projects that improve safety on roadways and intersections within 0.25 miles of an existing school.
Community Engagement	Projects that have garnered community support through prior planning efforts or outreach processes.
Cost-Effectiveness	Evaluating the cost estimates of potential countermeasures.
Ease of Implementation	Projects are prioritized based on the complexity of their countermeasures - for highease improvements like signs, lights, striping, and crosswalks; for mediumease improvements like sidewalks, medians, and new signals; and for lowease improvements requiring lane/geometry changes, rightofway acquisition, or utility or drainage work.

This prioritization approach enables the City to allocate resources strategically and advance projects that provide the greatest safety impact.

FUNDING STRATEGY

The City of Livermore has multiple avenues through which it can finance and implement the safety actions identified in this plan. A key strategy is integrating safety improvements into existing programs such as pavement management, roadway rehabilitation projects, capital improvement programs, and new development initiatives. Incorporating safety elements, such as enhanced crosswalks, traffic calming, bicycle facilities, and pedestrian improvements, into routine infrastructure upgrades allows the City to efficiently advance safety goals while leveraging existing funding.

To secure dedicated funding for safety improvements, the City may pursue support from state, regional, and federal sources. The California Department of Transportation administers several programs that support roadway safety improvements, including the Highway Safety Improvement Program (HSIP), which funds infrastructure projects that significantly reduce traffic fatalities and serious injuries. The Active Transportation Program (ATP) provides funding for projects that encourage walking and bicycling while improving safety and accessibility for non-motorized users.

At the regional level, the Alameda County Transportation Commission (Alameda CTC) provides funding for local transportation and safety improvements through programs such as Measure BB and discretionary grant programs. Additionally, the Metropolitan Transportation Commission (MTC), which serves as the region's Metropolitan Planning Organization (MPO), allocates federal transportation funds including the Surface Transportation Block Grant Program (STBG) and the Congestion Mitigation and Air Quality Improvement Program (CMAQ). These programs can fund multimodal corridor improvements, bicycle and pedestrian infrastructure, and safety-focused projects.

The City may also pursue federal discretionary funding opportunities such as the Safe Streets and Roads for All Program (SS4A), administered by the U.S. Department of Transportation and the Federal Highway Administration. This program specifically supports Vision Zero planning and implementation efforts designed to eliminate traffic fatalities and serious injuries.

Additional funding support may come from the California Office of Traffic Safety (OTS), which administers grants for safety education, enforcement campaigns, and community outreach programs focused on reducing impaired driving, speeding, and pedestrian and bicycle crashes. Programs such as the Safe Routes to School Program (SRTS) also provide funding for both infrastructure and non-infrastructure projects that improve safety for students walking and bicycling to school.

The City can further explore partnerships with local businesses, community organizations, and private sector stakeholders through public-private partnerships (PPPs). These collaborations can provide additional resources or sponsorships for safety initiatives, community engagement programs, and demonstration projects.

By combining local funding sources with regional, state, and federal grant opportunities, the City of Livermore can create a sustainable funding strategy to implement the safety improvements identified in this plan and advance its Vision Zero goals.

IMPLEMENTATION STRATEGY

Successful implementation of the VZAP in the City of Livermore requires strong coordination among key safety partners, including local and regional agencies, transportation authorities, law enforcement, emergency responders, community organizations, and state agencies. Collaboration with agencies such as the California Department of Transportation is particularly important for implementing improvements on state-owned roadways within the City. Regional coordination with the Alameda County Transportation Commission (Alameda CTC) and the Metropolitan Transportation Commission (MTC) will also be essential to align safety priorities and leverage regional transportation funding opportunities.

The City should consider establishing or expanding a multidisciplinary safety-working group that meets regularly to coordinate implementation activities, review progress toward Vision Zero goals, and address emerging challenges. This group may include representatives from City departments, public safety agencies, schools, community groups, and regional partners to promote a collaborative and comprehensive approach to traffic safety.

The safety strategies and countermeasures identified in this plan should be systematically integrated into the City's transportation planning and project development processes. This includes incorporating safety improvements into the Capital Improvement Program (CIP), roadway rehabilitation projects, development review processes, and other infrastructure initiatives. Safety countermeasures should be considered during the planning and design stages of all transportation projects to promote roadway improvements that support safe travel for all users, including pedestrians, bicyclists, transit riders, and motorists.

Funding is a critical component of implementing any safety project. The City can pursue a combination of federal, state, regional, and local funding sources to support implementation. Potential funding opportunities include programs administered by the U.S. Department of Transportation and the Federal Highway Administration, such as the Safe Streets and Roads for All Program (SS4A), as well as state programs administered by the California Department of Transportation, including the Highway Safety Improvement Program (HSIP) and the Active Transportation Program (ATP). Regional funding from Alameda CTC and MTC can further support multimodal safety improvements, particularly those that improve conditions for pedestrians, bicyclists, and transit users.

In addition to traditional grant programs, the City may explore partnerships with local businesses, institutions, and community organizations to support safety initiatives through public-private partnerships or pilot demonstration projects. By leveraging multiple funding sources and coordinating closely with partner agencies, the City of Livermore can effectively implement the recommended safety improvements and advance its Vision Zero commitment to eliminating traffic fatalities and serious injuries.

MONITORING & EVALUATION

Continuous monitoring and periodic evaluation are essential to promote the achievement of Livermore's Vision Zero Action Plan goals. A set of quantifiable performance measures, such as the number of fatal and seriously injured (KSI) collisions, citations, observational data, and public feedback, should be established to track progress. Implementing consistent data collection protocols across the City is crucial for accuracy, including gathering collision data, Caltrans roadway information, law enforcement citation data, observational studies, and community input through public feedback tools.

The City of Livermore should designate a lead agency or working group, such as the Vision Zero Stakeholder Group, to oversee the recurring compilation of data from all relevant sources. Developing a regularly updated collision dashboard and a GIS-based monitoring platform will allow the City to track implementation progress and assess safety improvements over time. Detailed before-and-after studies should be conducted to promote the effectiveness of high-cost, area-specific safety measures, comparing baseline conditions with post-implementation outcomes regarding collision rates, traffic speeds, and safety conflicts.

The collected data and evaluations of performance measures should be reviewed annually with key stakeholders, including local agencies and safety partners. This process will help identify areas where goals are not being met, inform necessary adjustments or new strategies, highlight emerging safety issues, and guide updates to the Vision Zero Action Plan every two to five years. Ongoing monitoring, evaluation, and plan revisions based on observed data are vital for ensuring long-term safety improvements in Livermore.

MEASURING EFFECTIVENESS OF SAFETY PROJECTS

Implementing effective countermeasures and validating their effectiveness are crucial to achieving the goals of the Vision Zero Action Plan. This section outlines the key activities and protocols for monitoring and evaluating the performance of individual safety projects.

PRE-IMPLEMENTATION DATA COLLECTION

Before any safety project is implemented, comprehensive baseline data should be collected within the project area to enable future before/after comparison analysis. Data to be compiled includes

COLLISION DATA

- Collision types (pedestrian, angle, rear end, etc.)
- Collision severity levels
- Locations and corridors
- Contributing factors

TRAFFIC DATA

- Vehicle traffic volumes
- Pedestrian and bicycle trafficcounts

OPERATIONS DATA:

- 85th percentile and pace speeds
- Vehicle/pedestrian/bicycle conflict observations
- Observable road user behavior and compliance levels

STATISTICAL ANALYSIS METHODOLOGY

Appropriate statistical techniques can be used to account for regression-to-mean effects, changes in traffic volume over time, and other potential biases. Recommended approaches include the Empirical Bayes method and advanced regression modeling.

Using these techniques, the predicted long-term safety performance should be calculated, assuming no safety improvements were implemented. This becomes the baseline for comparison.

POST-IMPLEMENTATION DATA COLLECTION

After allowing sufficient time following project implementation (typically one to three years), the exact scope of "after" data can be re-collected to enable a before/after comparison.

PERFORMANCE EVALUATION MEASURES

The following key safety performance measures can be evaluated by comparing predicted vs. actual post-implementation conditions:

- Total collisions
- KSI collisions
- Collisions by type (pedestrian, intersection, roadway departure, etc.)
- Operating speeds
- Conflicts between modes (vehicle/pedestrian/bicycle)

SUPPLEMENTAL MEASURES FOR BEHAVIORAL SAFETY PROJECTS

For safety initiatives focused on influencing driver, pedestrian, or bicyclist behavior (e.g. education campaigns, enforcement activities), leading indicators of compliance can be tracked, such as:

- Speeding violations
- Impaired driving arrests/citations
- Distracted driving violations
- Pedestrian and bicycle traffic counts
- Observed yielding/compliance behaviour

PROJECT EVALUATION REPORT

All findings from the before/after analysis should be documented in a comprehensive Project Evaluation Report containing:

Project scope and description of implemented countermeasures

- Implementation costs
- Data collection processes and sources
- Statistical analysis methodology
- Summary of before/after performance results
- Assessment of whether intended benefits were achieved
- Lessons learned and recommendations
- Supplemental policy, program, or design guidance as applicable

CONTINUAL MONITORING PROCESS

To promote ongoing effectiveness evaluation, the City of Livermore should establish:

- Routine schedules for MOE (Measure of Effectiveness) data collection and analysis
- Designated staff responsibilities for MOE activities
- Integration of MOE findings into annual performance reviews
- Mechanism for refining project approach based on evaluation results

PLAN UPDATE

The Vision Zero Action Plan for the City of Livermore should be treated as a dynamic and evolving document and should be reviewed and updated periodically, typically every two to five years following its adoption. Regular updates of the plan will promote continued alignment with current safety conditions, community priorities, and best practices in traffic safety.

The update process should include a comprehensive review of the most recent collision data, changes in roadway conditions, land use patterns, and updates to the transportation network. The City should also incorporate newly available data sources, such as updated crash records, traffic volumes, speed data, and community feedback, to better understand emerging safety trends and risks.

An important component of the update process is evaluating the effectiveness of the strategies and countermeasures implemented as part of the plan. Using the monitoring and evaluation framework established in the plan, the City can assess progress toward reducing traffic fatalities and serious injuries and determine which strategies have been most successful. This evaluation will help guide adjustments to future safety priorities and investments.

Engaging key stakeholders throughout the update process will also be essential. Collaboration with regional partners such as the Alameda County Transportation Commission and the Metropolitan Transportation Commission, along with coordination with community organizations, schools, public safety agencies, and residents, will help promote alignment between the plan and local needs and community perspectives.

Based on the findings of the evaluation and stakeholder input, the City may refine or update the plan's goals, strategies, recommended countermeasures, implementation timelines, and performance measures. Periodic updates will help promote the continued relevance, responsiveness, and effectiveness of the Vision Zero Action Plan.

APPENDIX A

GOALS AND POLICIES OF EXISTING PLANNING DOCUMENTS

APPENDIX A: GOALS AND POLICIES

Table 1: Matrix of Planning Goals, Policies, and Projects

Document	Highlights
City of Livermore General Plan (Circulation Element) | (2003- 2025) Amend. (2014)	**Goals: CIR-1** Provide safe, efficient, comfortable, and convenient mobility for all users. **Objective:** • **CIR-1.1** Plan for Complete Streets that support all transportation systems throughout the City. • **CIR-1.2** Implement Complete Streets that are context sensitive to local conditions and needs. • **CIR-1.3** Make Complete Streets practices a routine part of everyday operations. **Goal: CIR-2** Promote multi-modal transportation. **Objective:** • **CIR-2.1** Provide viable alternatives to single-occupant vehicle travel. • **CIR-2.2** Encourage vehicle trip reduction. • **CIR-2.3** Provide a bicycle, pedestrian, and trails network. • **CIR-2.4** Provide a pedestrian network that encourages walking for transportation and recreation. **Goal: CIR-3** Identify and develop a circulation system consistent with the Land Use Element. **Objective:** • **CIR-3.1** Plan, manage, and develop the local circulation system to support the Land Use Element. • **CIR-3.2** Minimize adverse impacts of regional cut-through traffic. • **CIR-3.3** Minimize local cut-through traffic in residential neighborhoods. **Goal: CIR-4** Provide a local roadway system for the safe, efficient, and convenient movement of vehicular traffic. **Objective:** • **CIR-4.1** the City shall provide adequate road linkages throughout Livermore. **Goal:** **CIR-5** Maintain relatively free-flowing traffic, except where the City has identified intersections or areas of the City that are exempt from the Citywide standard. Objective: • **CIR-5.1** Maintain adequate levels of service for all areas of the City. **Goal:** **CIR-6** Protect neighborhood quality and community character through circulation planning.

Document	Highlights
	Objective: • **CIR-6.1** Use circulation improvements to enhance Livermore's community character and maintain the quality of life in residential neighborhoods. • **CIR-6.2** Plan and maintain the circulation system to prevent or minimize environmental impacts. **Goal: CIR-7** Develop a Downtown circulation system that is pedestrian-oriented and supports Downtown as a destination. **Objective:** • **CIR-7.1** Design and maintain a safe and interconnected pedestrian oriented Downtown circulation system. **Goal: CIR-10** Provide adequate safe and convenient short-and long-term vehicle and bicycle parking for all land uses in the City. **Objective:** • **CIR-10.1** Minimize spillover vehicle parking impacts by ensuring adequate parking enforcement and requiring sufficient parking for new development. • **CIR-10.2** Limit excess off-street parking development. • **CIR-10.3** Strive to expand bicycle parking facilities throughout the City. **Goal: CIR-11** Support goods movement within the City. **Objective:** • **CIR-11.2** Minimize adverse impacts to residents or businesses from rail and truck traffic. • **CIR-11.1** Provide adequate roadway and rail systems to accommodate the safe and efficient movement of goods.
Circulation Element of the General Plan 2045 Update	**GOALS** • **CIR-1:** Provide safe, efficient, comfortable, and convenient mobility for all users. • **CIR-2:** Promote multi-modal transportation. • **CIR-3:** Identify and develop a circulation system consistent with the Land Use Element. • **CIR-4:** Provide a local roadway system for the safe, efficient, and convenient movement of vehicular traffic. • **CIR-5:** Maintain relatively free-flowing traffic, except where exemptions are identified. • **CIR-6:** Protect neighborhood quality and community character through circulation planning. • **CIR-7:** Develop a Downtown circulation system that is pedestrian-oriented and supports Downtown as a destination. • **CIR-8:** Provide a well-coordinated regional transportation system that serves Livermore and the surrounding region.

Document	Highlights
	• **CIR-9:** Support and protect safe and efficient aviation operations at the Municipal Airport. • **CIR-10:** Provide adequate, safe, and convenient short- and long-term vehicle and bicycle parking for all land uses in the city. • **CIR-11:** Support goods movement within the city. **POLICIES** **Complete Streets Policy**: • Develop a network that accommodates all transportation modes—walking, biking, transit, and driving. • Provide facilities that meet the needs of children, seniors, and individuals with disabilities, emphasizing safety and accessibility. **Neighborhood Traffic Calming**: • Implement traffic-calming tools such as chokers, bulb-outs, and median islands to reduce vehicle speeds and enhance safety in residential areas. **Active Transportation Infrastructure**: • Build and upgrade bike lanes, pedestrian pathways, and trails to improve connectivity and reduce barriers for non-motorized transportation. **Transit-Oriented Development (TOD)**: • Focus development near transit hubs like the future Valley Link station, emphasizing walkable, mixed-use environments. **Parking Management**: • Revise parking standards to optimize space usage and encourage shared or alternative modes of transportation. **Traffic Flow Management**: • Maintain free-flowing traffic conditions at major intersections except where exempted to preserve pedestrian-oriented spaces (e.g., downtown). **Goods Movement**: • Designate and maintain specific truck routes to streamline freight movement while minimizing community impacts. **Transportation Demand Management (TDM)**: • Promote carpooling, public transit usage, and telecommuting to reduce vehicle miles traveled (VMT). **Safety Enhancement Policies**: • Incorporate advanced signalization, grade-separated crossings, and adequate lighting in transportation projects. **Regional Collaboration**:

Document	Highlights
	• Coordinate with Alameda County and state agencies on multimodal projects and complete streets initiatives.
Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan | (2018)	**Goals and Policies:** **Goal:** Safe and Comprehensive Network: Provide a safe, efficient, and connected bicycle, pedestrian, and trail network that accommodate all users and abilities. **Objective:** • Develop and implement projects and improvements to address bicycle and pedestrian safety. • Connect neighborhoods, schools, work places, transit facilities, and other destinations with on-street facilities and/or separated trails. • Build cross town connections for the bicycle, pedestrian, and trail network • Improve the pedestrian and bicycle network to and through Downtown Livermore to increase access, safety, and mobility • Establish safe crossings of barriers including high-volume roadways, freeway interchanges, railroads, arroyos, and other barriers • Coordinate with other agencies, adjacent jurisdictions, and regional partners to plan and implement projects that improve Livermore's network and connections to the region. **Goal:** Design for all users: Build a well-designed and comfortable bicycle, pedestrian, and trial network with support services and facilities to serve users of all ages and abilities. **Objective:** • Incorporate best practices for the design of pedestrian facilities, bikeways, and trails that emphasize user safety and comfort. • Incorporate sustainable and environmentally sensitive design for all facilities and amenities. • Provide support facilities on public properties as appropriate, such as bicycle parking, rest areas, water fountains, and other facilities. • Require private development to provide appropriate support facilities, such as shower/locker facilities and bicycle parking • Connect new development and public spaces to the active transportation network. • Consider maintenance needs in the design of all new facilities. **Goal**: Engage & Grow The Active Transportation Community: Increase bicycling and walking for transportation and recreation with education, awareness, and enforcement.

Document	Highlights
	Objective: • Educate the public on the benefits of bicycling and walking, the available bicycle and trail facilities, and their rights and responsibilities. • Provide up-to-date information about the bicycle and trail network, bicycle parking, and program resources. • Develop and implement strategies to encourage bicycling and walking to and through community events, including bicycle and pedestrian support facilities. • Support and participate in Federal, State, Regional, and Local programs, such as countywide Safe Routes to School efforts. • Coordinate with other agencies to promote, encourage, and implement active transportation programs. • 3.6 Continue and expand bicycle, pedestrian, and traffic enforcement programs to encourage proper use of facilities, increase safety, and improve the user experience. **Goal:** Maintain The Active Transportation Network: Maintain roadways, sidewalks, and multi-use trails to provide safe and comfortable active transportation conditions for all users and abilities. **Objective:** • Develop and provide a maintenance program for pedestrian facilities, bikeways, and trails to provide continued safe and comfortable use of the network. • Provide new facilities only where sufficient maintenance funding can be identified. • Work with Federal, State, and Regional agencies to expand maintenance funding opportunities.
Livermore Bicycle, Pedestrian, and Trails Active Transportation Plan-Design Guidelines | (2018)	The sections that follow serve as an inventory of pedestrian, bicycle, and trail design treatments and provide guidelines for their development. These treatments and design guidelines are important because they are the tools for creating a safe and accessible community. **National Guidance:** • American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities (2013), updated in June 2012 provides guidance on dimensions, use, and layout of specific bicycle facilities. • The National Association of City Transportation Officials' (NACTO) Urban Bikeway Design Guide (2012) is the newest publication of nationally recognized

Document	Highlights
	bikeway design standards, and offers guidance on the current state of the practice designs. • The AASHTO A Policy on Geometric Design of Highways and Streets (2011) commonly referred to as the "Green Book," contains the current design research and practices for highway and street geometric design. • The National Association of City Transportation Officials' (NACTO) Designing for All Ages and Abilities (2017) offers guidance on combining traffic calming tools and roadway design to create high-comfort bicycle facilities. The following national guidelines provide information on complying with the Americans with Disability Act (ADA) and designing for users of all abilities: • United States Access Board. Accessibility Guidelines for Buildings and Facilities. 2002 • United States Access Board. Proposed Accessibility Guidelines for Pedestrian Facilities in the Public-Right-of-Way. 2013 • USDOJ. ADA Standards for Accessible Design. 2010.
City of Livermore Neighborhood Traffic Calming Program | (2020)	**Goals and Objectives:** The goal of the Neighborhood Traffic Calming Program is to implement measures identified by a consensus of the neighborhood to affect driver behavior in such a way that improves safety and the quality of life for residents, pedestrians, bicyclists and motorists. This goal is to be balanced with the City's goal to provide quick emergency response times for emergency vehicles including fire trucks, police and ambulances. • Reduce vehicle speeds on residential streets. • Discourage cut-through traffic. • Promote conditions that encourage bicycle and pedestrian travel. • Create attractive streetscapes in neighborhoods. • Provide clear guidelines of the process to evaluate traffic calming measures. • Encourage citizen involvement in all phases of neighborhood traffic calming activities. • Make efficient use of City resources by prioritizing traffic calming requests. **Circulation Element:** • Emphasize in local circulation planning the need to minimize adverse environmental impacts and protect neighborhood quality. (Circulation System Goal 6) • Provide a street system which minimizes traffic on local, minor (non-collector) streets in order to create

Document	Highlights
	and preserve a high quality residential environment. (Roadway Improvement Policy #10) • Incorporate roadway improvement design measures which divert through traffic from, and minimize local traffic on, local residential streets in order to protect the quality and livability of Livermore neighborhoods. (Roadway Improvement Program #11 – Neighborhood Protection) The Circulation Element defines the City's existing and future roadway system, including the classification of each roadway. The Circulation Element will be referenced in order to determine the classification of the roadways. In general, the Circulation Element defines local and collector streets as follows: • **Local Street:** Local streets are low-speed, low-capacity minor streets that provide for circulation within neighborhoods, with direct access to abutting land uses. Street design standards and layouts are typically used to discourage through traffic movements, avoid high travel speeds and volumes, and minimize neighborhood noise and safety impacts. Curbside parking is usually permitted. Local streets are typically two-lane facilities. • **Collector:** Collector streets are relatively low-speed, medium capacity streets which collect and distribute local traffic moving between local and major streets. Collector routes provide for circulation between neighborhoods, and divert through traffic from local streets. Direct access to abutting properties (driveway spacing) shall be stringently limited. Prohibitions on curbside parking may vary with road widths and traffic conditions. Collector streets are typically two- to four-lane facilities. The circulation element currently does not differentiate between collector streets that may be primarily residential in nature to collector streets that may serve commercial and industrial areas.
City of Livermore Five-Year Capital Improvement Plan (CIP) | (2023-2028)	The capital improvement plan (CIP) Budget is differentiated from the operating budget in that it involves property acquisition, design and construction of public infrastructure such as storm water and sewer system, trials, roadways and transportation infrastructure, parks, plazas and open space. Public buildings, and other city infrastructure constructed with private land development projects. A number of considerations are applied when identifying the projects of the current CIP Budget, including:

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	• Consistency with the General Plan • Consistency with City Council adopted master plans • Consistency with other formal long-range plans adopted by Council • Recommendations of the Council and Commissions • Input from residents and business owners • State, Federal, or other legal mandates • Potential impact to the operating budget • Benefit to the community • The need to mitigate health or safety issues
Livermore Local Roadway Safety Plan (LRSP)	**GOALS** 1. **Goal 1**: Identify and analyze road safety issues from a systemic perspective and recommend improvements. 2. **Goal 2**: Improve pedestrian and bicyclist safety through the application of proven effective countermeasures. 3. **Goal 3**: Coordinate the actions of key stakeholders to implement road safety improvements and emergency response. 4. **Goal 4**: Continually seek funding for safety improvements. 5. **Goal 5**: Ensure that all safety improvements are made in a fair and equitable manner for all residents. **Policies and Emphasis Areas:** 1. **Equity in Safety Enhancements**: o Prioritize historically under-invested communities for safety improvements. o Use data-driven approaches to eliminate biases in project selection. 2. **Pedestrian and Bicycle Safety**: o Install countermeasures such as improved signal timing, Rectangular Rapid Flashing Beacons (RRFBs), and separated bike lanes. o Provide high-visibility crosswalks and pedestrian-focused enhancements, especially in high-activity zones 3. **Systemic Safety Measures**: o Focus on reducing nighttime collisions and unsafe speeds. o Improve lighting and signage across the city. 4. **Community Engagement and Collaboration**: o Involve city departments, local agencies, and community stakeholders in implementing safety measures.

Document	Highlights
	○ Establish a standing working group for ongoing monitoring and evaluation. 5. **Proactive Monitoring**: ○ Conduct collision data analysis every two to five years to identify high-risk areas. ○ Prioritize systemic, low-cost countermeasures.
Interim Update Livermore Active Transportation Plan (ATP) | (2024)	**Goal 1: Safe & Comprehensive Network** Provide a safe, efficient, and connected bicycle, pedestrian, and trail network that accommodates all users and abilities. **Policies:** • Develop and implement projects to improve bicycle and pedestrian safety. • Connect neighborhoods, schools, workplaces, transit facilities, and other destinations with on-street facilities or separated trails. • Build cross-town connections for the bicycle, pedestrian, and trail network. • Enhance the pedestrian and bicycle network to and through Downtown Livermore to increase access, safety, and mobility. • Establish safe crossings over barriers, including high-volume roadways, freeway interchanges, railroads, and arroyos. • Coordinate with adjacent jurisdictions and regional partners to improve Livermore's network and regional connections.

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	Goal 2: Design for All Users Build a well-designed and comfortable network with support facilities serving users of all ages and abilities. **Policies:** • Incorporate best practices for pedestrian, bikeway, and trail designs prioritizing user safety and comfort. • Apply sustainable and environmentally sensitive designs for all facilities and amenities. • Provide support facilities like bicycle parking, rest areas, and water fountains on public properties. • Require private developments to include appropriate support facilities such as shower/locker facilities and bike parking. • Connect new development and public spaces to the active transportation network. • Consider maintenance needs when designing new facilities. **Goal 3: Engage & Grow the Active Transportation Community** Increase walking and bicycling through education, awareness, and enforcement. **Policies:** • Educate the public on the benefits of walking and bicycling and their rights and responsibilities. • Provide up-to-date information about the network, parking, and program resources. • Encourage walking and bicycling to community events with adequate facilities. • Support and participate in Safe Routes to School efforts. • Coordinate with agencies to promote and implement active transportation programs. • Expand traffic enforcement programs to enhance safety and proper facility use. **Goal 4: Maintain the Active Transportation Network** Ensure roadways, sidewalks, and trails are safe and comfortable for all users. **Policies:** • Develop a maintenance program for pedestrian, bikeway, and trail facilities to ensure continued safe usage. • Provide new facilities only if sufficient maintenance funding is identified. • Collaborate with federal, state, and regional agencies to increase maintenance funding opportunities.

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East Avenue Corridor Active Transportation Plan Implementation	The adapted goals and policies specific to the East Avenue Corridor emphasize: **Safe and Comprehensive Network:** • Improving pedestrian and bicyclist safety along the East Avenue Corridor through features like high-visibility crosswalks and buffered bike lanes. • Enhancing connections to nearby schools, neighborhoods, and commercial areas. **Design for All Users:** • Incorporating designs that cater to all ages and abilities, such as ADA-compliant infrastructure and user-friendly pedestrian and bicycle facilities. • Using sustainable and context-sensitive designs for long-term usability and environmental benefits. **Community Engagement:** • Engaging residents in the planning process to ensure the upgrades meet community needs and expectations. • Promoting active transportation through educational outreach and awareness campaigns related to the new facilities. • Maintenance and Sustainability • Planning for the ongoing maintenance of infrastructure improvements to ensure continued safety and usability for pedestrians and cyclists.
Alameda County Safe Routes to Schools | (2014-2015)	**Goals:** **Evaluation**: 1. Refine established processes for data collection; improve response rate for tracking student mode share. 2. Work with team partners to clarify data to be tracked and collecting and collating data on a monthly basis. **Encouragement:** **International Walk & Roll to School Day:** • Increase the number of participating school • Collect day-of-mode split tallies. **Golden Sneaker Contest:** • Increase the number of participating schools. • Increase the number of middle schools and high school's participation **Bike to school Day:** • Increase the number of participating schools. • Increase the number of middle and high school participating.

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	Bike Mobile: • Meet visit goal for SR2S schools (40) • Meet visit goal for non-SR2S events (20) • Geographically equitable distribution of Bike Mobile visits **Education:** **Skills Drills:** • Provide additional Skills Drills courses • Geographically equitable distribution of Skills Drills **Family Cycling Clinics:** • Meet goals for Family Cycling Clinics • Drive Your Bike Program: Expand number of middle schools and high schools participating in Drive Your Bike Program: **Website:** • Relaunch website with updated format, navigation and resources. **Engineering:** School Site Assessments: • Provide school site assessments • Geographically equitable distribution site assessments.
Alameda Countywide Transportation Plan | (2019)	**Goals:** 1. Accessible, affordable and equitable 2. Safe, Healthy and Sustainable 3. High quality and modern infrastructure 4. Economic vitality **Strategies are grouped into six strategy categories:** • **Advance equity:** Equity is a cross-cutting concern across all strategies. Implementation of the 2020 CTP will consider the historical impacts of transportation investments and seek to proactively address needs of disadvantaged communities. Strategies and actions that address the mobility and access needs of low-income communities and communities of color were identified through community engagement in the CBTP, as described in Chapter 2. Strategies that advance equity are indicated with this equity icon on the following pages. • **Safe Systems Approach:** These strategies support improving the safety of streets and facilities for all transportation users. Safety is an overarching priority that needs to permeate throughout

Document	Highlights
	the countywide transportation network and be a priority in all project planning, design, and implementation activities. • **Complete Corridors Approach** These strategies support planning, design, and implementation of multimodal travel corridors centered on major arterials. Multimodal corridor planning involves a systematic approach to developing transportation improvements, rather than addressing each project, street, or mode in a silo. It requires robust partnerships and often requires balancing competing needs and considering a set of parallel facilities together to create strong multimodal travel options. • **Partnership to address Regional and Megaregional Issues** These strategies support partnerships and coordination on issues that require regional or megaregional action. Some transportation issues are complex and involve more decision-makers than just Alameda CTC and its local partners. Examples include climate resiliency and adaptation, addressing the jobs/housing imbalance, or regional rail planning. In these cases, Alameda CTC must partner and coordinate to take effective action. • **Transit Accessibility and Transportation Demand Management (TDM)** These strategies support reducing drive-alone trips by incentivizing use of other modes and making transit easy and affordable to use. Improving public transit options and implementing transportation demand management (TDM) strategies can help reduce congestion and improve mobility options. • **New Mobility and an Automated, Low- Emission and Shared Future** These strategies support the transition to low-emission and automated vehicles, including low-emission technologies for goods movement and encouragement of vehicle-sharing to reduce congestion and environmental impacts. The mobility landscape is rapidly evolving, with innovations in the form of vehicle technologies, new mobility options, and integrated travel platforms. This strategy supports progress toward safe, equitable, and widely beneficial innovation in the transportation sector.
Alameda County Multimodal Arterial Plan | (2016)	**Goals and Objectives:** The vision and goals of the Alameda Countywide Multimodal Arterial Plan guide the MAP framework of assessing arterials' multimodal performance and identifying needs and appropriate

Document	Highlights
	improvements to address those needs. Along with the Countywide Transit Plan, Goods Movement Plan, Community Based Transportation Plans and the Bicycle and Pedestrian Plans, the Arterial Plan is a key input to the Countywide Transportation Plan. **Multimodal:** Based on local context and modal priorities, the arterial network will provide high-quality, well maintained and reliable facilities. **Accessible and Equitable:** The arterial network will provide access for people of all ages, abilities, incomes and geographies. **Connected across the County and Region:** Using typologies that support local land use, the arterial network will provide connections for all modes within the county and across the County's and Region's network of streets, highways, and transit, bicycle and pedestrian routes. **Efficient Use of Resources:** Investment in the arterial network will make efficient and effective use of resources. **Safe, Healthy and Vibrant:** The arterial network will be designed, built and managed to reduce the incidence and severity of collisions, promote public health and help create vibrant local communities. **Recommendation Actions:** **T5: Alternative routes have limited additional capacity to accommodate re-routed commuter traffic (e.g., buses or carpools) or goods movement. If significant roadways or nodes are disrupted, re-routing would result in heavy congestion that could overwhelm the region's roadways and interstates as well as non-motorized transportation corridors (bike and pedestrian).** • T5.1: Conduct a "hot spot" analysis to identify key routes and nodes critical to traffic flow, assess their vulnerability and risk, and develop actions to improve their resilience to sea level rise and storm events. • T5.2: Identify and invest in non-motorized transportation corridors (bike and pedestrian) that will provide alternatives if significant roadways and interstates are disrupted. • T5.3: Increase the capacity to accommodate re-routed traffic on alternative routes, or build new routes, in areas not at risk from sea level rise and storm events.

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	• T5.4: Develop currently underused, unused, or new pedestrian rights of-way as non-motorized emergency evacuation alternative routes. • T5.5: Prioritize funding to improve alternative ground transportation routes, enhance or develop public transportation, bike and pedestrian options, and replace or retrofit vulnerable critical lifeline infrastructure. **T6: The temporary disruption or permanent loss of public transportation assets due to sea level rise and storm events, and the lack of sufficient alternatives, could leave residents in some communities unable to travel on a day to-day basis, compounding evacuation challenges during an emergency.** • T6.1: Identify public transportation assets at-risk of flooding that serve transit-dependent populations. • T6.2: Proactively protect public transportation assets that serve transit-dependent populations, or prioritize development of alternative transit options to serve these populations. • T6.3: Include strategies that ensure the safe evacuation of transit-dependent populations in emergency response plans, e.g., designate evacuation routes and bus assignments, and coordinate with local school bus fleets, transportation service providers, and wheelchair accessible vehicles to expand the pool of available vehicles for evacuation. **T8: Certain communities or facilities are linked by only one or two access-ways (e.g., road, rail, or transit) and could become isolated during disasters. For example, the majority of access roads to the Port of Oakland's seaport and Oakland International Airport are vulnerable, and if they flood they could isolate these regionally significant facilities.** • T8.1: Identify specific communities and facilities served by limited or sole access-ways that are vulnerable to sea level rise and storm events. • T8.2: Proactively protect public transportation assets that serve transit-dependent populations, or prioritize development of alternative transit options to serve these populations. • T8.3: Develop and adopt plans for future relocation of people, uses, and services that are at risk of becoming isolated where sole or limited access-ways cannot be improved or protected, and where no other alternative means of access is feasible.

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	T12. Many high-cost and critical elements of transportation infrastructure are highly vulnerable to flooding because they are located at or below grade (tubes, tunnels, ventilation), in low-lying areas (airport runways, storage and maintenance facilities), or on top of levees (rail alignments). • Manage storm water at or near critical facilities and transportation elements by prioritizing regular maintenance, investing in drainage improvements (under or cross drains, backflow or flex valves, perimeter walls or pile/column foundations), and using low impact development (LID) techniques. • Prepare for recovery from flooding by stockpiling materials, establishing turnkey agreements for equipment rental, and pre-positioning emergency power generation capacity, portable pumps, and debris removal equipment. • Identify locations that are not at risk of flooding to temporarily store mobile equipment, rolling stock, or other assets (may require agreements or permission from private property owners), and develop clear procedures for how and when to use these sites when flooding is predicted. • Install manual, remote control, or automatic temporary barriers or waterproof closures to protector below-grade critical elements such as roadways, tube and tunnel openings, ventilation grates, switchgears, maintenance facilities, and asset storage areas. • Construct permanent structures to protect at- or below-grade critical elements such as roadways, tube and tunnel openings, ventilation grates, switchgears, maintenance facilities, and asset storage areas. • Raise the elevation of at- or below-grade critical elements such as entrances, mechanical or electrical equipment, and ventilation grates. Develop or improve design standards to require protection of new infrastructure and capital improvement investments from sea level rise, storm events, and elevated groundwater levels.
Alameda Comprehensive Investment Plan | (2024)	**GOALS** • **Safety:** Improve transportation safety across all modes, prioritizing high-risk areas to reduce accidents and fatalities. • **Sustainability:** Support environmentally sustainable projects that encourage alternative modes of transportation like biking, walking, and transit.

Document	Highlights
	• **Equity:** Ensure an equitable distribution of resources, focusing on underserved communities and vulnerable populations. • **Economic Vitality:** Invest in projects that promote regional economic growth and enhance goods movement. • **System Preservation:** Maintain and improve the existing transportation infrastructure for long-term usability. • **Accessibility and Connectivity:** Enhance the accessibility and connectivity of multimodal transportation options across the county. **POLICIES** • **Programming Principles:** Prioritize funding for projects aligned with regional and local transportation goals, ensuring consistency with long-range plans. • **Funding Allocation:** Optimize the use of Measure B, Measure BB, Vehicle Registration Fees (VRF), and other funds to achieve maximum impact. • **Multimodal Focus:** Allocate resources to improve transit, biking, and pedestrian infrastructure while addressing critical road safety improvements. • **Performance Monitoring:** Implement monitoring frameworks to track progress and outcomes of funded projects. • **Stakeholder Engagement:** Maintain collaborative planning and decision-making processes with community stakeholders.
LAVTA Short Range Transit Plan (FY 2016-2025) | 2016	**Goal: Regional Leadership:** • Advocate for local, regional, state, and federal policies that support Wheels' goals. • Support Staff involvement in leadership roles representing the agency at regional, state, and federal forums. • Promote transit priority and improvements initiatives with city and county governments. • Develop regional initiatives, for example the Clipper Card, that support rider's mobility through more seamless passenger use, in coordination with MTC and nearby CATS operators, in response to what has emerged as regional policy in the Transit Sustainability Project. **Goal: Organizational Effectiveness:** • Promote system wide continuous quality improvement initiatives

Document	Highlights
	• Continue to expand the partnership with contract staff to strengthen teamwork and morale and enhance the quality of service • Establish performance based metrics with action plans for improvement; monitor, improve, and periodically report on on-time performance and productivity • Strengthen human resources through staff development and a focus on employee quality of life and strengthen technical resources throughout the organization • Enhance and improve organizational structures, processes and procedures to increase system effectiveness • Develop policies that hold Board and Staff accountable, providing clear direction through sound policy making decisions **Goal: Financial Management:** • Develop budget in accordance with the Strategic Plan, integrating fiscal review processes into all decisions • Explore and develop revenue generating opportunities • Maintain fiscally responsible long range capital and operating plans **Goals of Standards:** • Reflect and support community goals and strategies for transit, program objectives and service policies. Goals and strategies serve as guidance for the transit agency to best serve riders in the community, whereas standards provide a formal, quantifiable structure for how the service should perform and be implemented. • Provide a clear rationale for service increases, expansion, and reductions. Service standards help management justify critical decisions affecting service delivery. • Provide benchmark measures that should strike a balance between setting realistic goals and aspiring for a level of service that will ensure a quality of service for riders. Ensure compliance with all applicable federal, California, and local regulatory requirements. Provide criteria for the design and operation of safe and effective transit service.
Isabel Neighborhood Specific Plan | (2022)	**Adopted Goals:** 1. **G-TRA-1**: Develop a street network to support the land use diagram and meet projected vehicular travel demands. 2. **G-TRA-2**: Establish a safe and efficient network for pedestrians and bicyclists.

Document	Highlights
	3. **G-TRA-3**: Ensure safe, convenient access to and from the Valley Link station by all transportation modes. 4. **G-TRA-4**: Reduce dependency on vehicle travel and congestion for a safer, cleaner neighborhood environment. 5. **G-TRA-5**: Proactively manage parking to align with demand while minimizing land and cost impacts. **Policies:** • **Walkability and Accessibility**: o Create a walkable street grid with block sizes between 300-400 feet, with a maximum of 600 feet. o Provide safe pedestrian and bicycle crossings of major barriers like I-580. o Develop a continuous trail loop and integrate it with the regional trail network. • **Safety Enhancements**: o Design streets with traffic calming measures and improve pedestrian/bicycle crossings at intersections. o Implement visible and accessible trails and crossings for pedestrians and bicyclists. • **Parking and Demand Management**: o Implement shared parking strategies to maximize efficiency. o Monitor and manage spillover parking and adopt solutions like time-limited or paid parking where needed. • **Transit-Oriented Design**: o Integrate Valley Link infrastructure with the neighborhood's land use and circulation networks. o Provide shaded, direct, and safe walking paths to Valley Link and other key destinations. • **Technological Innovation**: o Support the use of emerging technologies for real-time transit and parking updates. o Promote electric vehicle charging and low-emission vehicles within the neighborhood.

APPENDIX B

PUBLIC COMMENTS WITH MAP INPUT DATA

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
8khk6ysm6gc6	2026-01-21 05:12:30	POINT (-121.766592 37.679845)	Yes	4th St & S I St	4th St	S I St	cross walk not respected by drivers. drivers too fast	Motor Vehicle	Speeding
8khk6ysm6gc6	2026-01-21 05:12:30	POINT (-121.767876 37.679504)	Yes	4th St & S J St	4th St	S J St	crosswalk not respected by drivers. drivers too fast.	Motor Vehicle	Pedestrian Safety
8khk6ysm6gc6	2026-01-21 05:12:30	POINT (-121.762467 37.67822)	Yes	Livermore Ave & 7th St	Livermore Ave	7th St	cross traffic is awkward. puts pedestrians in crosswalk at risk.	Pedestrian	Pedestrian Safety
8khk6ysm6gc6	2026-01-21 05:12:30	POINT (-121.768814 37.687967)	Yes	Junction Ave & Enos Way	Junction Ave	Enos Way	frequent parking in crosswalk	Motor Vehicle	Pedestrian Safety
88esp2xck9h4	2026-01-21 01:29:23	POINT (-121.732825 37.680019)	Yes	East Ave & Mines Rd	East Ave	Mines Rd	I was walking my two young kids across the road slowly. A car turning right was stopped. The car behind it beeped and drove aggressively around the stopped car to turn right, almost hitting us. Also, no pedestrian crossing over East on this side, which could have reduced crossings for us when taking kids to Livermore Playschool.	Pedestrian	Pedestrian Safety
88esp2xck9h4	2026-01-21 01:29:23	POINT (-121.733651 37.679792)	Yes	East Ave & Calvary Ln	East Ave	Calvary Ln	High fence makes zero visibility for pedestrians until they are in front of the vehicle coming out of the parking lot.	Pedestrian	Pedestrian Safety
88esp2xck9h4	2026-01-21 01:29:23	POINT (-121.733651 37.679792)	Yes	East Ave & Calvary Ln	East Ave	Calvary Ln	High fence makes zero visibility for pedestrians until they are in front of the vehicle coming out of the parking lot.	Pedestrian	Limited Visibility
88esp2xck9h4	2026-01-21 01:29:23	POINT (-121.728193 37.683188)	Yes	Kathy Way & Irene Way	Kathy Way	Irene Way	No crosswalk across Kathy Way to school grounds. This forces students to cross without a crosswalk or have to cross the intersection twice, meaning twice the danger.	Pedestrian	School Safety
88esp2xck9h4	2026-01-21 01:29:23	POINT (-121.728193 37.683188)	Yes	Kathy Way & Irene Way	Kathy Way	Irene Way	No crosswalk across Kathy Way to school grounds. This forces students to cross without a crosswalk or have to cross the intersection twice, meaning twice the danger.	Pedestrian	Pedestrian Safety
9zr9h4pka4d4	2026-01-20 03:03:49	POINT (-121.766224 37.683901)	Yes	First St & Maple St	First St	Maple St	There is not enough room for cycling through this area without taking a lot of risk.	Bicycle	Bicycle Safety
9zr9h4pka4d4	2026-01-20 03:03:49	POINT (-121.766224 37.683901)	Yes	First St & Maple St	First St	Maple St	There is not enough room for cycling through this area without taking a lot of risk.	Bicycle	Narrow Road
9zr9h4pka4d4	2026-01-20 03:03:49	POINT (-121.770746 37.683108)	Yes	Railroad Ave & K St	Railroad Ave	K St	Railroad is just unsafe because it has zero previsions for cyclists and not shoulders.	Bicycle	Intersection Safety
9zr9h4pka4d4	2026-01-20 03:03:49	POINT (-121.770746 37.683108)	Yes	Railroad Ave & K St	Railroad Ave	K St	Railroad is just unsafe because it has zero previsions for cyclists and not shoulders.	Bicycle	Narrow Road
3ute7keu8t23	2026-01-19 20:24:06	POINT (-121.76815 37.669497)	Yes	Cartier Dr & Arroy Rd	Cartier Dr	Arroy Rd	While cycling, I've seen cars blow through this 4-way stop. I've also seen cars turn from the side streets (Cartier, mostly but sometimes Rivers Bend) while I was in the intersection on my bike.	Bicycle	Traffic Sign Violations
3ute7keu8t23	2026-01-19 20:24:06	POINT (-121.76815 37.669497)	Yes	Cartier Dr & Arroy Rd	Cartier Dr	Arroy Rd	While cycling, I've seen cars blow through this 4-way stop. I've also seen cars turn from the side streets (Cartier, mostly but sometimes Rivers Bend) while I was in the intersection on my bike.	Bicycle	Intersection Safety
3ute7keu8t23	2026-01-19 20:24:06	POINT (-121.7493 37.669588)	Yes	Concannon Blvd & Livermore Ave	Concannon Blvd	Livermore Ave	Turning left from Concannon onto S. Livermore on my bike, I use the crosswalk and wait for the green light. Many cars just roll through, turning right from Concannon, while looking away from me, onto S. Livermore. They seem incredulous or quite surprised if they see me at all.	Bicycle	Bicycle Safety
3ute7keu8t23	2026-01-19 20:24:06	POINT (-121.7493 37.669588)	Yes	Concannon Blvd & Livermore Ave	Concannon Blvd	Livermore Ave	Turning left from Concannon onto S. Livermore on my bike, I use the crosswalk and wait for the green light. Many cars just roll through, turning right from Concannon, while looking away from me, onto S. Livermore. They seem incredulous or quite surprised if they see me at all.	Bicycle	Intersection Safety
2cr2gui9f933	2026-01-19 17:59:01	POINT (-121.760202 37.674391)	Yes	College Ave & Tokay Common	College Ave	Tokay Common	needs speed bumps on College so residents can exit Tokay safely.	Motor Vehicle	Intersection Safety
2cr2gui9f933	2026-01-19 17:59:01	POINT (-121.760202 37.674391)	Yes	College Ave & Tokay Common	College Ave	Tokay Common	needs speed bumps on College so residents can exit Tokay safely.	Motor Vehicle	Speeding
3eyh2cou9rfj7	2026-01-18 20:35:14	POINT (-121.738105 37.682023)	Yes	Dana Cir & Anona Way	Dana Cir	Anona Way	Driver hit our tree on out front lawn in the middle of the night. Distracted driving.	Motor Vehicle	Limited Visibility
3eyh2cou9rfj7	2026-01-18 20:35:14	POINT (-121.738105 37.682023)	Yes	Dana Cir & Anona Way	Dana Cir	Anona Way	Driver hit our tree on out front lawn in the middle of the night. Distracted driving.	Motor Vehicle	Speeding
3eyh4b8bhk29	2026-01-17 20:49:10	POINT (-121.760402 37.683942)	Yes	School St & Pestana Way	School St	Pestana Way	Drivers on Pestana regularly run the stop sign when turning right onto School St. I walk here with my kids and have had several close calls.	Pedestrian	Traffic Sign Violations

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
3eyh4b8bhk29	2026-01-17 20:49:10	POINT (-121.760402 37.683942)	Yes	School St & Pestana Way	School St	Pestana Way	Drivers on Pestana regularly run the stop sign when turning right onto School St. I walk here with my kids and have had several close calls.	Pedestrian	Pedestrian Safety
92tjk2at7ya7	2026-01-17 19:29:12	POINT (-121.802167 37.632874)	No	Vallecitos Rd	Vallecitos Rd		Bicyclists unable to safely cross Highway 84 from Ruby Hills drive to Kalthoff Common Rd.	Bicycle	Bicycle Safety
29bnc8ug6xnv	2026-01-17 17:59:19	POINT (-121.745497 37.692807)	Yes	Mines Rd &Technology Dr	Mines Rd	Technology Dr	Running red light coming down the overpass	Motor Vehicle	Speeding
29bnc8ug6xnv	2026-01-17 17:59:19	POINT (-121.745497 37.692807)	Yes	Mines Rd &Technology Dr	Mines Rd	Technology Dr	Running red light coming down the overpass	Motor Vehicle	Traffic Sign Violations
29bnc8ug6xnv	2026-01-17 17:59:19	POINT (-121.737712 37.692182)	No	Patterson Pass Rd	Patterson Pass Rd		Speeding way too fast, 20 to 30 mph over the limit	Motor Vehicle	Speeding
29bnc8ug6xnv	2026-01-17 17:59:19	POINT (-121.718423 37.694586)	Yes	Patterson Pass Rd & Vasco Rd	Patterson Pass Rd	Vasco Rd	Running red lights	Motor Vehicle	Traffic Sign Violations
99ln4vz89xh7	2026-01-17 17:43:28	POINT (-121.722667 37.706386)	Yes	Vasco Rd & Preston Ave	Vasco Rd	Preston Ave	Cyclist on shoulder on Vasco road is practically invisible because of how fast vehicular traffic is.	Bicycle	Limited Visibility
99ln4vz89xh7	2026-01-17 17:43:28	POINT (-121.722667 37.706386)	Yes	Vasco Rd & Preston Ave	Vasco Rd	Preston Ave	Cyclist on shoulder on Vasco road is practically invisible because of how fast vehicular traffic is.	Bicycle	Speeding
99ln4vz89xh7	2026-01-17 17:43:28	POINT (-121.742811 37.698102)	Yes	C	First St	Las Positos Rd	Drivers do not see cyclists or pedestrians because they are so focused on getting into the shopping center.	Pedestrian	Limited Visibility
99ln4vz89xh7	2026-01-17 17:43:28	POINT (-121.742811 37.698102)	Yes	C	First St	Las Positos Rd	Drivers do not see cyclists or pedestrians because they are so focused on getting into the shopping center.	Pedestrian	Road Safety
99ln4vz89xh7	2026-01-17 17:43:28	POINT (-121.758808 37.686683)	No	First St			Vehicles often speed up across the bridge, creating hazards for slower traffic such as bikes and/or people walking. There should be a separate bridge for bikes/peds.	Bicycle	Speeding
99ln4vz89xh7	2026-01-17 17:43:28	POINT (-121.758808 37.686683)	No	First St			Vehicles often speed up across the bridge, creating hazards for slower traffic such as bikes and/or people walking. There should be a separate bridge for bikes/peds.	Pedestrian	Road Safety
99ln4vz89xh7	2026-01-17 17:43:28	POINT (-121.779092 37.660908)	Yes	Concannon Blvd & Evans St	Concannon Blvd	Evans St	Too many stop signs here, should be a roundabout at this location to serve the shopping center.	Motor Vehicle	Traffic Sign Violations
99ln4vz89xh7	2026-01-17 17:43:28	POINT (-121.805386 37.696158)	Yes	Isabel Ave & Airway Blvd	Isabel Ave	Airway Blvd	People cycling from the south going to Costco may have a hard time getting across, so they have to find a very circuitous route to get there.	Bicycle	Bicycle Safety
8fh6rnn8gcl9	2026-01-17 16:51:48	POINT (-121.764744 37.684155)	Yes	First St & Second St	First St	Second St	Drivers use this as a freeway onramp because First Street is a pathway to 580. Its not necessary to stop and make a hard right turn.	Motor Vehicle	Speeding
8fh6rnn8gcl9	2026-01-17 16:51:48	POINT (-121.757943 37.688027)	Yes	First St & Scott St	First St	Scott St	The crosswalk is at the bottom of the overpass. Drivers don't have enough time to slow down if they are speeding, perhaps a flashing light near the top of the overpass.	Pedestrian	Pedestrian Safety
8fh6rnn8gcl9	2026-01-17 16:51:48	POINT (-121.757943 37.688027)	Yes	First St & Scott St	First St	Scott St	The crosswalk is at the bottom of the overpass. Drivers don't have enough time to slow down if they are speeding, perhaps a flashing light near the top of the overpass.	Pedestrian	Limited Visibility
8fh6rnn8gcl9	2026-01-17 16:51:48	POINT (-121.757943 37.688027)	Yes	First St & Scott St	First St	Scott St	The crosswalk is at the bottom of the overpass. Drivers don't have enough time to slow down if they are speeding, perhaps a flashing light near the top of the overpass.	Pedestrian	Speeding
9pw8j6c662f6	2026-01-17 14:34:15	POINT (-121.749242 37.669588)	Yes	Livermore Ave & Concannon Blvd	Livermore Ave	Concannon Blvd	Difficult left turn for cyclists from Tesla to Concannon	Bicycle	Curve Unsafe
2c2ine6p6833	2026-01-17 14:23:55	POINT (-121.805178 37.652172)	Yes	Isabel Ave & Vineyard Ave	Isabel Ave	Vineyard Ave	Bicycle: Unsafe exit from southbound bike path on Isabel to cross Isabel to travel westbound. Right turning drivers	Bicycle	Curve Unsafe
2c2ine6p6833	2026-01-17 14:23:55	POINT (-121.805178 37.652172)	Yes	Isabel Ave & Vineyard Ave	Isabel Ave	Vineyard Ave	Bicycle: Unsafe exit from southbound bike path on Isabel to cross Isabel to travel westbound. Right turning drivers	Bicycle	Bicycle Safety
2c2ine6p6833	2026-01-17 14:23:55	POINT (-121.786539 37.646174)	No	Vallecitos Rd	Vallecitos Rd		Narrow bridge with no bike lanes along with cars traveling too fast heading both directions but more typically cars heading east	Motor Vehicle	Narrow Road
2c2ine6p6833	2026-01-17 14:23:55	POINT (-121.786539 37.646174)	No	Vallecitos Rd	Vallecitos Rd		Narrow bridge with no bike lanes along with cars traveling too fast heading both directions but more typically cars heading east	Bicycle	Speeding
8923oei349c6	2026-01-17 07:14:32	POINT (-121.732859 37.680006)	Yes	East Ave & Mines Rd	East Ave	Mines Rd	Traffic turning right almost hit me as I was proceeding through the intersection on a bike. Low light and traffic moving fast into the turn.	Motor Vehicle	Limited Visibility
8923oei349c6	2026-01-17 07:14:32	POINT (-121.732859 37.680006)	Yes	East Ave & Mines Rd	East Ave	Mines Rd	Traffic turning right almost hit me as I was proceeding through the intersection on a bike. Low light and traffic moving fast into the turn.	Bicycle	Bicycle Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
8bcl6p7n9z98	2026-01-17 04:02:08	POINT (-121.805072 37.661012)	Yes	Isabel Ave & Concannon Blvd	Isabel Ave	Concannon Blvd	Vehicles turning right without stopping while walking light is on for bicycles crossing Concannon	Motor Vehicle	Traffic Sign Violations
8bcl6p7n9z98	2026-01-17 04:02:08	POINT (-121.805072 37.661012)	Yes	Isabel Ave & Concannon Blvd	Isabel Ave	Concannon Blvd	Vehicles turning right without stopping while walking light is on for bicycles crossing Concannon	Bicycle	Bicycle Safety
8bcl6p7n9z98	2026-01-17 04:02:08	POINT (-121.786818 37.645797)	No	Vallecitos Rd	Vallecitos Rd		Narrow bridge with no bike lanes.	Bicycle	Bicycle Safety
6y6ivr23cef7	2026-01-17 02:38:09	POINT (-121.766814 37.683705)	Yes	First St & Railroad Ave	First St	Railroad Ave	Nobody seems to know what to do here and I've been side-swiped, honked at, and had drivers follow me aggressively despite my following the posted signage.	Motor Vehicle	Intersection Safety
26o6nfs7r7r6	2026-01-17 02:30:29	POINT (-121.726413 37.679856)	Yes	East Ave & Charlotte Way	East Ave	Charlotte Way	Lots of crashes and near crashes at this intersection	Motor Vehicle	Intersection Safety
6x3k77k3teg9	2026-01-17 02:21:33	POINT (-121.805472 37.652294)	Yes	Isabel Ave & Vineyard Ave	Isabel Ave	Vineyard Ave	No way to safely exit the trail onto west bound Vineyard. You either have to travel the wrong way in the right turn lane to get into the bike lane or go straight across with no crosswalk on the north side and chance getting hit by right turning vehicles. Green light not long enough to get through on a bicycle. This is a well traveled bicycle route	Bicycle	Intersection Safety
6x3k77k3teg9	2026-01-17 02:21:33	POINT (-121.805472 37.652294)	Yes	Isabel Ave & Vineyard Ave	Isabel Ave	Vineyard Ave	No way to safely exit the trail onto west bound Vineyard. You either have to travel the wrong way in the right turn lane to get into the bike lane or go straight across with no crosswalk on the north side and chance getting hit by right turning vehicles. Green light not long enough to get through on a bicycle. This is a well traveled bicycle route	Bicycle	Bicycle Safety
6x3k77k3teg9	2026-01-17 02:21:33	POINT (-121.773971 37.700614)	Yes	I-580 & Livermore Ave	I-580	Livermore Ave	bicyclists riding southbound under I-580 are hard to see by drivers. Drivers often pull into the bike lane before stopping to see around other stopped cars. There is often large amounts of debris in the bike lane on Livermore Ave just south of the freeway	Bicycle	Limited Visibility
6x3k77k3teg9	2026-01-17 02:21:33	POINT (-121.773971 37.700614)	Yes	I-580 & Livermore Ave	I-580	Livermore Ave	bicyclists riding southbound under I-580 are hard to see by drivers. Drivers often pull into the bike lane before stopping to see around other stopped cars. There is often large amounts of debris in the bike lane on Livermore Ave just south of the freeway	Bicycle	Pavement Condition
6x3k77k3teg9	2026-01-17 02:21:33	POINT (-121.775095 37.660802)	Yes	Concannon Blvd & Epson St	Concannon Blvd	Epson St	Trail users, especially bicyclists traveling west bound must cross because trail on the south side of the streets ends unexpectedly with no warning if you continue to ride a bicycle west from this point. There is no signage letting bicyclists know the trail ends before Holmes	Bicycle	Pavement Condition
6x3k77k3teg9	2026-01-17 02:21:33	POINT (-121.786913 37.645988)	No	Vallecitos Rd	Vallecitos Rd		Narrow bridge requires bicyclists to ride in the middle of the lane in a street with fast moving traffic	Bicycle	Bicycle Safety
6x3k77k3teg9	2026-01-17 02:21:33	POINT (-121.786913 37.645988)	No	Vallecitos Rd	Vallecitos Rd		Narrow bridge requires bicyclists to ride in the middle of the lane in a street with fast moving traffic	Bicycle	Narrow Road
2l6jlb9x48x3	2026-01-17 02:00:27	POINT (-121.760283 37.674474)	Yes	College Ave & Tokay Common	College Ave	Tokay Common	Limited visibility of this private road means turning out is difficult, pedestrian/bikes are not visible, from College Ave hard to see when cars are coming out.	Pedestrian	Limited Visibility
2l6jlb9x48x3	2026-01-17 02:00:27	POINT (-121.766651 37.679834)	Yes	Fourth St & S I St	Fourth St	S I St	Cars refuse to stop at this crosswalk when a pedestrian is present. A traffic light and crosswalk sign is needed.	Pedestrian	Pedestrian Safety
2l6jlb9x48x3	2026-01-17 02:00:27	POINT (-121.761805 37.674461)	Yes	College Ave & S G St	College Ave	S G St	Speed hump or traffic speed reducing object needed here as this is a common turning point to Bothwell Park and Arts Center	Pedestrian	Speeding
2l6jlb9x48x3	2026-01-17 02:00:27	POINT (-121.757058 37.67459)	Yes	Livermore Ave & College Ave	Livermore Ave	College Ave	This needs to be a lighted crosswalk.	Pedestrian	Pedestrian Safety
2l6jlb9x48x3	2026-01-17 02:00:27	POINT (-121.757106 37.674768)	Yes	Livermore Ave & College Ave	Livermore Ave	College Ave	This needs to be a lighted crosswalk.	Pedestrian	Sign Upgrade
2l6jlb9x48x3	2026-01-17 02:00:27	POINT (-121.763598 37.674502)	Yes	College Ave & S I St	College Ave	S I St	Protected bike lanes are needed on College Ave.	Bicycle	Bicycle Safety
2l6jlb9x48x3	2026-01-17 02:00:27	POINT (-121.762159 37.678121)	Yes	Livermore Ave & 7th St	Livermore Ave	7th St	Protected bike lanes needed on Livermore Ave.	Bicycle	Narrow Road
2l6jlb9x48x3	2026-01-17 02:00:27	POINT (-121.765074 37.679845)	Yes	Livemore Ave & H St	Livemore Ave	H St	Extremely dangerous intersection for pedestrians, cyclists, and drivers.	Bicycle	Intersection Safety
2l6jlb9x48x3	2026-01-17 02:00:27	POINT (-121.765074 37.679845)	Yes	Livemore Ave & H St	Livemore Ave	H St	Extremely dangerous intersection for pedestrians, cyclists, and drivers.	Pedestrian	Pedestrian Safety
2l6jlb9x48x3	2026-01-17 02:00:27	POINT (-121.765074 37.679845)	Yes	Livemore Ave & H St	Livemore Ave	H St	Extremely dangerous intersection for pedestrians, cyclists, and drivers.	Motor Vehicle	Road Safety
2l6jlb9x48x3	2026-01-17 02:00:27	POINT (-121.769148 37.68161)	Yes	First St & J St	First St	J St	First St should be closed to traffic and pedestrians only.	Pedestrian	Pedestrian Safety

Page 202 of 288

EXHIBIT A

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
6gz83hr6thn9	2026-01-16 22:55:49	POINT (-121.751762 37.67997)	Yes	East Ave & Estates St	East Ave	Estated St	Drivers ignore the crossing guard and pedestrian signal. The bollards at this location are ineffective because drivers speeding on East are not impacted by them. We need a stoplight for pedestrians at this location.	Pedestrian	Pedestrian Safety
6gz83hr6thn9	2026-01-16 22:55:49	POINT (-121.751762 37.67997)	Yes	East Ave & Estates St	East Ave	Estated St	Drivers ignore the crossing guard and pedestrian signal. The bollards at this location are ineffective because drivers speeding on East are not impacted by them. We need a stoplight for pedestrians at this location.	Pedestrian	Traffic Sign Violations
3ty7ikd2crj3	2026-01-16 17:14:33	POINT (-121.768147 37.660999)	Yes	Concannon Blvd & Arryo Rd	Concannon Blvd	Arryo Rd	The pedestrian cross lights stay green for only 3sec. Need to be on for sufficient time to allow safe crossing	Pedestrian	Pedestrian Safety
3ty7ikd2crj3	2026-01-16 17:14:33	POINT (-121.768147 37.660999)	Yes	Concannon Blvd & Arryo Rd	Concannon Blvd	Arryo Rd	The pedestrian cross lights stay green for only 3sec. Need to be on for sufficient time to allow safe crossing	Pedestrian	Sign Upgrade
2nr2nxb38zt3	2026-01-16 07:01:16	POINT (-121.795467 37.668855)	Yes	Laguna St & Encino Dr	Laguna St	Encino Dr	There's a blind curve here that makes it dangerous to cross the street (especially concerning since it's close to two schools). I almost got hit here	Pedestrian	Limited Visibility
2nr2nxb38zt3	2026-01-16 07:01:16	POINT (-121.795467 37.668855)	Yes	Laguna St & Encino Dr	Laguna St	Encino Dr	There's a blind curve here that makes it dangerous to cross the street (especially concerning since it's close to two schools). I almost got hit here	Pedestrian	School Safety
2nr2nxb38zt3	2026-01-16 07:01:16	POINT (-121.768759 37.674426)	Yes	College Ave & S L St	College Ave	S L St	A four-way stop that people often ignore. Almost got hit here.	Motor Vehicle	Traffic Sign Violations
2nr2nxb38zt3	2026-01-16 07:01:16	POINT (-121.768759 37.674426)	Yes	College Ave & S L St	College Ave	S L St	A four-way stop that people often ignore. Almost got hit here.	Motor Vehicle	Intersection Safety
2nr2nxb38zt3	2026-01-16 07:01:16	POINT (-121.762713 37.691163)	Yes	Portola Ave & Lee Ave	Portola Ave	Lee Ave	A lot of people ignore me when I am trying to cross here. I have come inches from being hit here by someone speeding and on their phone driving down Portola	Pedestrian	Pedestrian Safety
2nr2nxb38zt3	2026-01-16 07:01:16	POINT (-121.762713 37.691163)	Yes	Portola Ave & Lee Ave	Portola Ave	Lee Ave	A lot of people ignore me when I am trying to cross here. I have come inches from being hit here by someone speeding and on their phone driving down Portola	Pedestrian	Speeding
2nr2nxb38zt3	2026-01-16 07:01:16	POINT (-121.787712 37.677951)	Yes	Murrieta Blvd & Stanley Blvd	Murrieta Blvd	Stanley Blvd	People making right-handed turns here often don't pay attention to whether or not there are pedestrians	Pedestrian	Pedestrian Safety
2nr2nxb38zt3	2026-01-16 07:01:16	POINT (-121.787712 37.677951)	Yes	Murrieta Blvd & Stanley Blvd	Murrieta Blvd	Stanley Blvd	People making right-handed turns here often don't pay attention to whether or not there are pedestrians	Pedestrian	Traffic Sign Violations
2nr2nxb38zt3	2026-01-16 07:01:16	POINT (-121.780665 37.679239)	Yes	Railroad Ave & Stanley Blvd	Railroad Ave	Stanley Blvd	I got hit here by a motorcyclist trying to cross. I waited for the light to walk across, made eye contact, started to cross, and then the motorist started making a right turn.	Pedestrian	Pedestrian Safety
26vcj3jdb7a8	2026-01-14 20:15:11	POINT (-121.760177 37.67437)	Yes	College Ave & Tokay Common	College Ave	Tokay Common	Exiting Tokay Common is dangerous. Cross traffic on College Avenue speeding, parked cars next to exit driveway hinder driver view. Have experienced collisions! The College Ave parking there should be red zoned—NO Parking (loose 2 spaces)	Motor Vehicle	Limited Visibility
26vcj3jdb7a8	2026-01-14 20:15:11	POINT (-121.760177 37.67437)	Yes	College Ave & Tokay Common	College Ave	Tokay Common	Exiting Tokay Common is dangerous. Cross traffic on College Avenue speeding, parked cars next to exit driveway hinder driver view. Have experienced collisions! The College Ave parking there should be red zoned—NO Parking (loose 2 spaces)	Motor Vehicle	Speeding
3an4uin9jpb6	2026-01-14 17:54:21	POINT (-121.760239 37.674428)	Yes	College Ave & Tokay Common	College Ave	Tokay Common	Traffic collisions from residents coming out of Tokay Cmn onto College Ave. On the west side of Tokay, the sidewalk cuts in. When cars are parked on the street, you cannot see oncoming traffic at all. You have to pull fully out into the street to see oncoming cars, and people speed on College Ave	Motor Vehicle	Limited Visibility
3an4uin9jpb6	2026-01-14 17:54:21	POINT (-121.760239 37.674428)	Yes	College Ave & Tokay Common	College Ave	Tokay Common	Traffic collisions from residents coming out of Tokay Cmn onto College Ave. On the west side of Tokay, the sidewalk cuts in. When cars are parked on the street, you cannot see oncoming traffic at all. You have to pull fully out into the street to see oncoming cars, and people speed on College Ave	Motor Vehicle	Speeding

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
3an4uin9jpb6	2026-01-14 17:54:21	POINT (-121.757082 37.674797)	Yes	Livermore Ave & College Ave	Livermore Ave	College Ave	Would LOVE if this could be a lighted cross walk. I often cross here with my small kids to go to the library. This is a busy street with lots of speeding cars. Many cars don't see pedestrians who are trying to cross. I have had close calls as both a pedestrian and a driver.	Pedestrian	Speeding
3an4uin9jpb6	2026-01-14 17:54:21	POINT (-121.757082 37.674797)	Yes	Livermore Ave & College Ave	Livermore Ave	College Ave	Would LOVE if this could be a lighted cross walk. I often cross here with my small kids to go to the library. This is a busy street with lots of speeding cars. Many cars don't see pedestrians who are trying to cross. I have had close calls as both a pedestrian and a driver.	Pedestrian	Pedestrian Safety
3an4uin9jpb6	2026-01-14 17:54:21	POINT (-121.76763 37.681551)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	I drive southbound through this intersection every day. You can't see pedestrians until you are really close to the crosswalk. It would be great if this could be a lighted crosswalk or have better lines of sight for cars to see pedestrians.	Pedestrian	Pedestrian Safety
3an4uin9jpb6	2026-01-14 17:54:21	POINT (-121.76763 37.681551)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	I drive southbound through this intersection every day. You can't see pedestrians until you are really close to the crosswalk. It would be great if this could be a lighted crosswalk or have better lines of sight for cars to see pedestrians.	Pedestrian	Limited Visibility
7cy6n82e36ya	2026-01-13 22:06:09	POINT (-121.780821 37.672896)	Yes	Holmes St & Mocha St	Holmes St	Mocha St	Son hit by car	Pedestrian	Pedestrian Safety
7cy6n82e36ya	2026-01-13 22:06:09	POINT (-121.780431 37.673246)	No	Holmes St	Holmes St		Insufficient bike lane	Bicycle	Bicycle Safety
7cy6n82e36ya	2026-01-13 22:06:09	POINT (-121.780386 37.674361)	No	Holmes St	Holmes St		Bike lane under bridge closed offf. This would improve traffic and safety.	Bicycle	Bicycle Safety
7cy6n82e36ya	2026-01-13 22:06:09	POINT (-121.766556 37.680877)	Yes	Livermore Ave & Third St	Livermore Ave	Third St	Enhanced pedestrian safety is needed here	Pedestrian	Pedestrian Safety
7cy6n82e36ya	2026-01-13 22:06:09	POINT (-121.775279 37.677265)	Yes	Fourth St & S P St	Fourth St	S P St	Drivers have honked at bikers here and 4 th st in general feels unsafe for bikers	Bicycle	Road Safety
7cy6n82e36ya	2026-01-13 22:06:09	POINT (-121.775279 37.677265)	Yes	Fourth St & S P St	Fourth St	S P St	Drivers have honked at bikers here and 4 th st in general feels unsafe for bikers	Bicycle	Speeding
49hmm8bd9b26	2026-01-13 17:49:24	POINT (-121.795372 37.682762)	Yes	Olivina Ave & Kinglet Rd	Olivina Ave	Kinglet Rd	Boys riding electric bikes in the street.	Bicycle	Road Safety
49hmm8bd9b26	2026-01-13 17:49:24	POINT (-121.791089 37.681703)	No	Murrieta Blvd	Murrieta Blvd		Boys riding electric bikes and popping wheelies IN A TRAFFIC LANE	Bicycle	Law Enforcement
8vh4dxn2xs63	2026-01-10 23:59:09	POINT (-121.783004 37.669629)	No	Elaine Ave	Elaine Ave		Speeding high school students & residents; congested traffic is dangerous for students who walk or bike	Motor Vehicle	Limited Visibility
8vh4dxn2xs63	2026-01-10 23:59:09	POINT (-121.783004 37.669629)	No	Elaine Ave	Elaine Ave		Speeding high school students & residents; congested traffic is dangerous for students who walk or bike	Pedestrian	Pedestrian Safety
8vh4dxn2xs63	2026-01-10 23:59:09	POINT (-121.735326 37.6848)	Yes	Mines Rd & Dana Cir	Mines Rd	Dana Cir	Speeding vehicles, not stopping for flashing lights at pedestrian crosswalk; east side is shady which reduces visibility	Motor Vehicle	Speeding
8vh4dxn2xs63	2026-01-10 23:59:09	POINT (-121.735326 37.6848)	Yes	Mines Rd & Dana Cir	Mines Rd	Dana Cir	Speeding vehicles, not stopping for flashing lights at pedestrian crosswalk; east side is shady which reduces visibility	Pedestrian	Traffic Sign Violations
4i3r6vuc76x3	2026-01-10 18:09:53	POINT (-121.743198 37.683753)	Yes	Jackson Ave & Pomona Way	Jackson Ave	Pomona Way	Running stop sign	Motor Vehicle	Speeding
4i3r6vuc76x3	2026-01-10 18:09:53	POINT (-121.743965 37.68388)	Yes	Jackson Ave & Pomona Way	Jackson Ave	Pomona Way	Rolling stop and speeding on Pomona Way	Motor Vehicle	Traffic Sign Violations
4i3r6vuc76x3	2026-01-10 18:09:53	POINT (-121.744727 37.684254)	Yes	Pomona Way & Pomona Ct	Pomona Way	Pomona Ct	Driving way too fast and not stopping at the stop sign	Motor Vehicle	Traffic Sign Violations
4i3r6vuc76x3	2026-01-10 18:09:53	POINT (-121.744727 37.684254)	Yes	Pomona Way & Pomona Ct	Pomona Way	Pomona Ct	Driving way too fast and not stopping at the stop sign	Motor Vehicle	Speeding
4i3r6vuc76x3	2026-01-10 18:09:53	POINT (-121.744459 37.684101)	No	Pomana Way	Pomana Way		Delivery vehicles stopping on the wrong side of the street and ignoring signs	Motor Vehicle	Traffic Sign Violations
4i3r6vuc76x3	2026-01-10 18:09:53	POINT (-121.744459 37.684101)	No	Pomana Way	Pomana Way		Delivery vehicles stopping on the wrong side of the street and ignoring signs	Motor Vehicle	Law Enforcement
w3dce2abh2y	2026-01-10 16:16:00	POINT (-121.765882 37.683101)	Yes	Maple St & Second St	Maple St	Second St	When driving and entering the intersection from other than Maple, visibility is hazardously limited with fast cross traffic.	Motor Vehicle	Intersection Safety
w3dce2abh2y	2026-01-10 16:16:00	POINT (-121.765882 37.683101)	Yes	Maple St & Second St	Maple St	Second St	When driving and entering the intersection from other than Maple, visibility is hazardously limited with fast cross traffic.	Motor Vehicle	Sign Upgrade
w3dce2abh2y	2026-01-10 16:16:00	POINT (-121.766537 37.69876)	Yes	Las Positas Rd	Las Positas Rd		There are lights at intersections before and after this light. This light is unnecessary and obstructs traffic flow.	Motor Vehicle	Sign Upgrade

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
6lid7fwp2b76	2026-01-08 23:18:53	POINT (-121.778534 37.689598)	Yes	North Street & Sunset Dr	North Street	Sunset Dr	Residents illegally placing garbage cans in bike lanes. Livermore Sanitation placing the cans BACK in the lane after servicing them	Bicycle	Law Enforcement
78vhe66zs2v6	2026-01-04 23:59:48	POINT (-121.746847 37.694605)	Yes	First St & Mines Rd	First St	Mines Rd	This intersection is dangerous for bikers.	Bicycle	Bicycle Safety
78vhe66zs2v6	2026-01-04 23:59:48	POINT (-121.751739 37.691617)	Yes	First St & Portola Ave	First St	Portola Ave	Going straight on first instead of right on Portola is extremely dangerous here on a bike	Bicycle	Bicycle Safety
78vhe66zs2v6	2026-01-04 23:59:48	POINT (-121.78534 37.69981)	Yes	Portola Ave & I-580	Portola Ave	I-582	Bike lanes are often veered into by cars and trucks on this overpass.	Bicycle	Bicycle Safety
78vhe66zs2v6	2026-01-04 23:59:48	POINT (-121.814365 37.689525)	Yes	Jack London Blvd	Jack London Blvd		Bike lane going west suddenly ends and bikers have to cross the road without protection.	Bicycle	Narrow Road
78vhe66zs2v6	2026-01-04 23:59:48	POINT (-121.814365 37.689525)	Yes	Jack London Blvd	Jack London Blvd		Bike lane going west suddenly ends and bikers have to cross the road without protection.	Bicycle	Bicycle Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.777228 37.680254)	Yes	Railroad Ave & N P St	Railroad Ave	N P St	No cycling infrastructure or safe low speed routes to access groceries.	Bicycle	Road Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.77995 37.680737)	Yes	Stanley Blvd & Railroad Ave	Stanley Blvd	Railroad Ave	No cycling infrastructure or safe low speed routes to access groceries.	Bicycle	Narrow Road
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.781829 37.680193)	Yes	Stanley Blvd & Railroad Ave	Stanley Blvd	Railroad Ave	No cycling infrastructure or safe low speed routes to access groceries.	Bicycle	Bicycle Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.74272 37.695068)	No	First St	First St		Inadequate cycling infrastructure or safe low speed routes to access groceries.	Bicycle	Road Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.746999 37.701415)	No	Las Positas Rd	Las Positas Rd		Inadequate cycling infrastructure or safe low speed routes to access groceries.	Bicycle	Narrow Road
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.775004 37.692536)	No	Portola Ave	Portola Ave		Inadequate cycling infrastructure or safe low speed routes to access groceries.	Bicycle	Bicycle Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.773112 37.694887)	No	Livermore Ave	Livermore Ave		Bike lane between two driveways. Vehicles turning into second driveway to reach school use the bike lane as a turn lane	Bicycle	Bicycle Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.76743 37.681495)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	Very difficult to cross north on Livermore as pedestrian. Right turning cars constantly in cross walk. Oncoming traffic from second Street is surprisingly fast though only crossing two lanes and needing to make a left and right to make it. Add to that right turning cars from Livermore. Always too congested with large vehicles and uncomfortable negotiations with pedestrians and cyclists.	Motor Vehicle	Pedestrian Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.76743 37.681495)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	Very difficult to cross north on Livermore as pedestrian. Right turning cars constantly in cross walk. Oncoming traffic from second Street is surprisingly fast though only crossing two lanes and needing to make a left and right to make it. Add to that right turning cars from Livermore. Always too congested with large vehicles and uncomfortable negotiations with pedestrians and cyclists.	Motor Vehicle	Intersection Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.76743 37.681495)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	Very difficult to cross north on Livermore as pedestrian. Right turning cars constantly in cross walk. Oncoming traffic from second Street is surprisingly fast though only crossing two lanes and needing to make a left and right to make it. Add to that right turning cars from Livermore. Always too congested with large vehicles and uncomfortable negotiations with pedestrians and cyclists.	Bicycle	Bicycle Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.76743 37.681495)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	Very difficult to cross north on Livermore as pedestrian. Right turning cars constantly in cross walk. Oncoming traffic from second Street is surprisingly fast though only crossing two lanes and needing to make a left and right to make it. Add to that right turning cars from Livermore. Always too congested with large vehicles and uncomfortable negotiations with pedestrians and cyclists.	Pedestrian	Intersection Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.76743 37.681495)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	Very difficult to cross north on Livermore as pedestrian. Right turning cars constantly in cross walk. Oncoming traffic from second Street is surprisingly fast though only crossing two lanes and needing to make a left and right to make it. Add to that right turning cars from Livermore. Always too congested with large vehicles and uncomfortable negotiations with pedestrians and cyclists.	Pedestrian	Pedestrian Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.767352 37.681239)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	This cross walk is too long. Too many cars trying to move through stop signs. Actively avoid crossing here. Intersection needs redesign.	Pedestrian	Intersection Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.767352 37.681239)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	This cross walk is too long. Too many cars trying to move through stop signs. Actively avoid crossing here. Intersection needs redesign.	Pedestrian	Pedestrian Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.760386 37.683904)	Yes	Pestana Way & School St	Pestana Way	School St	Cars barely acknowledge this stop sign. No crosswalk from football field to corner but when I cross I notice cars slow down. They should be starting from a stop, not slowing down from their accelerated turn.	Pedestrian	Pedestrian Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.760386 37.683904)	Yes	Pestana Way & School St	Pestana Way	School St	Cars barely acknowledge this stop sign. No crosswalk from football field to corner but when I cross I notice cars slow down. They should be starting from a stop, not slowing down from their accelerated turn.	Motor Vehicle	Traffic Sign Violations
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.772481 37.689732)	Yes	Livermore Ave & Junction Ave	Livermore Ave	Junction Ave	Was turning left onto Junction from vehicle and had to abruptly stop due to two pedestrian crossing in Livermore. They seemed unaware of the lack of ROW at this intersection for them.	Pedestrian	Traffic Sign Violations
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.772481 37.689732)	Yes	Livermore Ave & Junction Ave	Livermore Ave	Junction Ave	Was turning left onto Junction from vehicle and had to abruptly stop due to two pedestrian crossing in Livermore. They seemed unaware of the lack of ROW at this intersection for them.	Pedestrian	Pedestrian Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.766823 37.683679)	Yes	First St & Railroad Ave	First St	Railroad Ave	Was turning left onto First in car and had to stop due to two pedestrians crossing First southbound. They seemed unaware of the lack of ROW at this intersection for them.	Pedestrian	Traffic Sign Violations
4eb6xdc2wtd8	2025-12-25 15:28:20	POINT (-121.766823 37.683679)	Yes	First St & Railroad Ave	First St	Railroad Ave	Was turning left onto First in car and had to stop due to two pedestrians crossing First southbound. They seemed unaware of the lack of ROW at this intersection for them.	Pedestrian	Pedestrian Safety
2kr4swx7l9l3	2025-12-18 02:45:33	POINT (-121.766431 37.70125)	No	Las Positas Rd	Las Positas Rd		An existing bike trail terminates at the North end of the Walmart parking lot. A (private?) road between Walmart and Kohl's exists leading cyclists to the existing bike trails on Las Positas Blvd. Adding a ramp and signage to direct cyclists to Las Positas (rather than to North Livermore Ave due to traffic congestion) will allow continued travel along Las Positas in eastbound and westbound directions.	Bicycle	Bicycle Safety
2kr4swx7l9l3	2025-12-18 02:45:33	POINT (-121.766431 37.70125)	No	Las Positas Rd	Las Positas Rd		An existing bike trail terminates at the North end of the Walmart parking lot. A (private?) road between Walmart and Kohl's exists leading cyclists to the existing bike trails on Las Positas Blvd. Adding a ramp and signage to direct cyclists to Las Positas (rather than to North Livermore Ave due to traffic congestion) will allow continued travel along Las Positas in eastbound and westbound directions.	Bicycle	Sign Upgrade

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
2kr4swx7l9l3	2025-12-18 02:45:33	POINT (-121.755629 37.702843)	Yes	Las Positas Rd & Las Colinas Rd	Las Positas Rd	Las Colinas Rd	Cyclists to/from Springtown neighborhood have only 2 alternatives to get elsewhere in Livermore (via overpasses at First St and Vasco Rd-both with challenges for safe cycling). The overpass at Las Colinas is largely abandoned but could provide an additional, safer alternative for cyclists with an extension of access between the end of Las Colinas Rd and Lassen Rd. Importantly, this should have substantial impact in reducing bicycle traffic over the First St overpass (and a smaller, but favorable impact to cyclists currently travelling via Vasco overpass). A solution here requires a right of way between Las Colinas and Lassen Rd, but would connect established bike lanes on either side of	Bicycle	Narrow Road
2kr4swx7l9l3	2025-12-18 02:45:33	POINT (-121.772512 37.689667)	Yes	Livermore Ave & Junction Ave	Livermore Ave	Junction Ave	Livermore Avenue (between Portola and Railroad Ave) is identified as a bicycle transit corridor. There is very limited space for cyclists on this street and high volumes of auto traffic. Are there opportunities to expand a bike lane in this area-given the high volumes of automobile transit currently using this key arterial? Or could signage and improved connectivity guide cyclists through neighborhoods on either side of Livermore Ave to provide a safer alternative for those looking for more space for safe cycling into and out of downtown Livermore?	Bicycle	Narrow Road
2kr4swx7l9l3	2025-12-18 02:45:33	POINT (-121.786619 37.646121)	Yes	Vallecitos Rd	Vallecitos Rd		This is a narrow bridge with a small area in either direction available for cyclists. Periodic streetsweeping at this location reduces chance that cyclist may veer to avoid debris in bike lane	Bicycle	Pavement Condition
2kr4swx7l9l3	2025-12-18 02:45:33	POINT (-121.786619 37.646121)	Yes	Vallecitos Rd	Vallecitos Rd		This is a narrow bridge with a small area in either direction available for cyclists. Periodic streetsweeping at this location reduces chance that cyclist may veer to avoid debris in bike lane	Bicycle	Narrow Road
6s2t74xff498	2025-12-17 23:34:20	POINT (-121.766652 37.683729)	Yes	First St & Maple St	First St	Maple St	West bound First St to Railroad Ave. At minimum, no right on red should be allowed from outer lane. At best, no right turns from any lane when signal is red and pedestrian signal is flashing. Vehicles regularly accelerate and abruptly stop when pedestrians are noticed. Advance project for missing crosswalk on First Street.	Pedestrian	Pedestrian Safety
6s2t74xff498	2025-12-17 23:34:20	POINT (-121.763547 37.684641)	No	First St	First St		Unsafe pedestrian and bicycle crossings occur. Additional infrastructure needed. Distance between Inman St and Old First street is too great. Clear demand to access north side businesses, railroad crossing, and northern neighborhoods from SE and HS.	Pedestrian	Pedestrian Safety
6s2t74xff498	2025-12-17 23:34:20	POINT (-121.761756 37.685012)	Yes	First St & Inman St	First St	Inman St	Experienced multiple instances of vehicles not yielding or near missing pedestrians while making rights on red from First St to Inman St.	Pedestrian	Traffic Sign Violations
6s2t74xff498	2025-12-17 23:34:20	POINT (-121.761756 37.685012)	Yes	First St & Inman St	First St	Inman St	Experienced multiple instances of vehicles not yielding or near missing pedestrians while making rights on red from First St to Inman St.	Pedestrian	Pedestrian Safety
6s2t74xff498	2025-12-17 23:34:20	POINT (-121.765528 37.680176)	Yes	Livermore Ave & Fourth St	Livermore Ave	Fourth St	While drivers mostly yield correctly, long cycle encourages pedestrians to cross against the light. Pedestrian signals downtown should show safe crossing cycle 24/7. No beg button should be required.	Pedestrian	Sign Upgrade
6s2t74xff498	2025-12-17 23:34:20	POINT (-121.765528 37.680176)	Yes	Livermore Ave & Fourth St	Livermore Ave	Fourth St	While drivers mostly yield correctly, long cycle encourages pedestrians to cross against the light. Pedestrian signals downtown should show safe crossing cycle 24/7. No beg button should be required.	Pedestrian	Pedestrian Safety
6s2t74xff498	2025-12-17 23:34:20	POINT (-121.775277 37.686666)	No	M St	M St		Driving this entire grid from P to L with only stop signs is terrifying.	Motor Vehicle	Traffic Sign Violations

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
6s2t74xff498	2025-12-17 23:34:20	POINT (-121.772809 37.691171)	Yes	Livermore Ave & Portola Ave	Livermore Ave	Portola Ave	Visibility for right turn from Portola onto Livermore is not great yet people still attempt on red light. Too many cars squeezing by between left turn cycles. Witnessed near collision with right-turning and u-turning vehicle. Right turning cars also get backed up queuing because lane is awkward width for both through and turning traffic. Queued traffic obstructs movement of bikes through	Motor Vehicle	Intersection Safety
6s2t74xff498	2025-12-17 23:34:20	POINT (-121.772809 37.691171)	Yes	Livermore Ave & Portola Ave	Livermore Ave	Portola Ave	Visibility for right turn from Portola onto Livermore is not great yet people still attempt on red light. Too many cars squeezing by between left turn cycles. Witnessed near collision with right-turning and u-turning vehicle. Right turning cars also get backed up queuing because lane is awkward width for both through and turning traffic. Queued traffic obstructs movement of bikes through	Motor Vehicle	Limited Visibility
4nfw2u7jop23	2025-12-16 16:51:22	POINT (-121.796803 37.688964)	Yes	Jack London Blvd & Arlington Rd	Jack London Blvd	Arlington Rd	This is a busy school crosswalk. The crossing guard stands at the corner of Arlington & Jack London both before and after school. After school, the kids are on the school side of the crosswalk, but the crossing guard is on the other side of the street. I witnessed a girl run out into the street while the no walk sign was on and the crossing guard couldn't do anything about it because he was all the way on the other side. It is a very dangerous street for school	Pedestrian	Pedestrian Safety
4nfw2u7jop23	2025-12-16 16:51:22	POINT (-121.796803 37.688964)	Yes	Jack London Blvd & Arlington Rd	Jack London Blvd	Arlington Rd	This is a busy school crosswalk. The crossing guard stands at the corner of Arlington & Jack London both before and after school. After school, the kids are on the school side of the crosswalk, but the crossing guard is on the other side of the street. I witnessed a girl run out into the street while the no walk sign was on and the crossing guard couldn't do anything about it because he was all the way on the other side. It is a very dangerous street for school	Pedestrian	School Safety
9br67fwv7swa	2025-12-07 06:23:53	POINT (-121.764909 37.679898)	Yes	Livermore Ave & East Ave	Livermore Ave	East Ave	Drivers being in the wrong lane	Motor Vehicle	Intersection Safety
9br67fwv7swa	2025-12-07 06:23:53	POINT (-121.764909 37.679898)	Yes	Livermore Ave & East Ave	Livermore Ave	East Ave	Drivers being in the wrong lane	Motor Vehicle	Traffic Sign Violations
6fg6xzi9eg84	2025-11-14 22:23:29	POINT (-121.762612 37.691153)	Yes	Portola Ave & Lee Ave	Portola Ave	Lee Ave	Vehicles don't stop for pedestrians	Pedestrian	Traffic Sign Violations
6fg6xzi9eg84	2025-11-14 22:23:29	POINT (-121.762612 37.691153)	Yes	Portola Ave & Lee Ave	Portola Ave	Lee Ave	Vehicles don't stop for pedestrians	Pedestrian	Pedestrian Safety
6vl9rw32inu6	2025-11-14 18:26:28	POINT (-121.762685 37.691119)	Yes	Portola Ave & Lee Ave	Portola Ave	Lee Ave	Traffic does not slow down for pedestrians.	Pedestrian	Speeding
6vl9rw32inu6	2025-11-14 18:26:28	POINT (-121.762685 37.691119)	Yes	Portola Ave & Lee Ave	Portola Ave	Lee Ave	Traffic does not slow down for pedestrians.	Pedestrian	Pedestrian Safety
6vl9rw32inu6	2025-11-14 18:26:28	POINT (-121.753679 37.693153)	Yes	Highland St & Edinburgh Dr	Highland St	Edinburgh Dr	A lot of traffic on highland does not stop.	Motor Vehicle	Speeding
6vl9rw32inu6	2025-11-14 18:26:28	POINT (-121.753679 37.693153)	Yes	Highland St & Edinburgh Dr	Highland St	Edinburgh Dr	A lot of traffic on highland does not stop.	Motor Vehicle	Traffic Sign Violations
9rf8wyn336j8	2025-11-14 16:43:30	POINT (-121.753852 37.691068)	Yes	Highland St & Portola Ave	Highland St	Portola Ave	Witness daily near-miss accidents and have witnessed several merging accidents here from cars merging from 1st street onto portola with oncoming speeding cars merging onto Portola with excessive speed	Motor Vehicle	Intersection Safety
9rf8wyn336j8	2025-11-14 16:43:30	POINT (-121.753852 37.691068)	Yes	Highland St & Portola Ave	Highland St	Portola Ave	Witness daily near-miss accidents and have witnessed several merging accidents here from cars merging from 1st street onto portola with oncoming speeding cars merging onto Portola with excessive speed	Motor Vehicle	Speeding
9rf8wyn336j8	2025-11-14 16:43:30	POINT (-121.762735 37.691175)	Yes	Portola Ave & Lee Ave	Portola Ave	Lee Ave	Not enough visibility for pedestrians. The daily average traffic speed we witness is 50+ all day long in this 35 mph and you can't see the crosswalk or have proper signals to alert drivers of pedestrians entering the roadway. I witness near miss pedestrian hits weekly. This crosswalk is needed for pedestrians traveling to Junction Ave Tk-8 School, softball team practice & (and to downtown, in-lieu of taking up parking spaces, helping the parking space deficit)	Pedestrian	Speeding

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
9rf8wyn336j8	2025-11-14 16:43:30	POINT (-121.762735 37.691175)	Yes	Portola Ave & Lee Ave	Portola Ave	Lee Ave	Not enough visibility for pedestrians. The daily average traffic speed we witness is 50+ all day long in this 35 mph and you can't see the crosswalk or have proper signals to alert drivers of pedestrians entering the roadway. I witness near miss pedestrian hits weekly. This crosswalk is needed for pedestrians traveling to Junction Ave Tk-8 School, softball team practice & (and to downtown, in-lieu of taking up parking spaces, helping the parking space deficit)	Pedestrian	Pedestrian Safety
69klg2ciu9u6	2025-11-07 16:37:09	POINT (-121.780644 37.689079)	Yes	P St & Pine St	P St	Pine St	Could you please look at the crosswalks I don't feel safe crossing this intersection. We would really benefit from LPI	Pedestrian	Intersection Safety
69klg2ciu9u6	2025-11-07 16:37:09	POINT (-121.780644 37.689079)	Yes	P St & Pine St	P St	Pine St	Could you please look at the crosswalks I don't feel safe crossing this intersection. We would really benefit from LPI	Pedestrian	Pedestrian Safety
7ua6wfe9uxt2	2026-02-06 15:39:44	POINT (-121.795537 37.700412)	No	Airway Blvd	Airway Blvd		Low visibility and speeding, dangerous to turn left. Most drivers lead out and gun as they turn on.	Motor Vehicle	Limited Visibility
7ua6wfe9uxt2	2026-02-06 15:39:44	POINT (-121.795537 37.700412)	No	Airway Blvd	Airway Blvd		Low visibility and speeding, dangerous to turn left. Most drivers lead out and gun as they turn on.	Motor Vehicle	Speeding
7ua6wfe9uxt2	2026-02-06 15:39:44	POINT (-121.794772 37.697296)	No	Stetson Way	Stetson Way		Donuts by drivers at night, the house across the corner keeps a live stream camera.	Motor Vehicle	Speeding
7ua6wfe9uxt2	2026-02-06 15:39:44	POINT (-121.792932 37.697299)	No	Stetson Way	Stetson Way		Speeding	Motor Vehicle	Speeding
7ua6wfe9uxt2	2026-02-06 15:39:44	POINT (-121.832255 37.691543)	No	Jack London Blvd	Jack London Blvd		Missing speed limit signs on straight aways on this street, confusing new drivers.	Motor Vehicle	Traffic Sign Violations
7ua6wfe9uxt2	2026-02-06 15:39:44	POINT (-121.832255 37.691543)	No	Jack London Blvd	Jack London Blvd		Missing speed limit signs on straight aways on this street, confusing new drivers.	Motor Vehicle	Sign Upgrade
2w2fem2yd677	2026-02-06 16:12:57	POINT (-121.757995 37.688074)	Yes	First St & Scott St	First St	Scott St	drivers fail to stop for pedestrians	Pedestrian	Pedestrian Safety
2w2fem2yd677	2026-02-06 16:12:57	POINT (-121.727143 37.725517)	Yes	Pasatiempo St & Skylinks Way	Pasatiempo St	Skylinks Way	drivers try to make a u-turn and/or children dash across street to get to school	Pedestrian	School Safety
2w2fem2yd677	2026-02-06 16:12:57	POINT (-121.722578 37.70629)	Yes	Vasco Rd & Preston Ave	Vasco Rd	Preston Ave	drivers try to go straight at this right only intersection	Motor Vehicle	Traffic Sign Violations
2w2fem2yd677	2026-02-06 16:12:57	POINT (-121.722897 37.706135)	Yes	Vasco Rd & Preston Ave	Vasco Rd	Preston Ave	drivers try to go left or straight at this right only intersection	Motor Vehicle	Intersection Safety
2w2fem2yd677	2026-02-06 16:12:57	POINT (-121.724623 37.710782)	Yes	Vasco Rd	Vasco Rd		drivers cut over to make "2 lanes" to get on freeway	Motor Vehicle	Road Safety
2w2fem2yd677	2026-02-06 16:12:57	POINT (-121.723789 37.709271)	No	Vasco Rd	Vasco Rd		for the amount of cars that use this overpass, this loop on/off ramp causes a lot of accidents/side swipes	Motor Vehicle	Intersection Safety
2ic7ywf7f7ea	2026-02-06 17:00:14	POINT (-121.738843 37.679847)	Yes	East Ave & Loyola Way	East Ave	Loyola Way	I was waiting at the crosswalk and when I got the walk signal a car went through the intersection.	Motor Vehicle	Traffic Sign Violations
2ic7ywf7f7ea	2026-02-06 17:00:14	POINT (-121.738843 37.679847)	Yes	East Ave & Loyola Way	East Ave	Loyola Way	I was waiting at the crosswalk and when I got the walk signal a car went through the intersection.	Pedestrian	Pedestrian Safety
2ic7ywf7f7ea	2026-02-06 17:00:14	POINT (-121.748401 37.679703)	Yes	Hillcrest Ave & East Ave	Hillcrest Ave	East Ave	I was waiting for the signal to cross East in the eastern crosswalk, a person turning right from Hillcrest onto East went through the crosswalk when the light was green and the walk signal was on	Pedestrian	Traffic Sign Violations
2ic7ywf7f7ea	2026-02-06 17:00:14	POINT (-121.748401 37.679703)	Yes	Hillcrest Ave & East Ave	Hillcrest Ave	East Ave	I was waiting for the signal to cross East in the eastern crosswalk, a person turning right from Hillcrest onto East went through the crosswalk when the light was green and the walk signal was on	Pedestrian	Pedestrian Safety
4ec3jwc6v2l8	2026-02-06 17:35:29	POINT (-121.768712 37.674312)	Yes	L St & College St	L St	College St	Need stop lights	Motor Vehicle	Sign Upgrade
2v6vdp8kt47	2026-02-07 01:32:35	POINT (-121.748413 37.67995)	Yes	East Ave & Hillcrest Ave	East Ave	Hillcrest Ave	Almost every morning while I wait to turn left onto East from Hillcrest a car runs the red light. My light is green and they just drive through the red. And there's kids waiting to cross!	Motor Vehicle	School Safety
2vvkz62zsv7	2026-02-07 15:04:07	POINT (-121.78335 37.69135)	Yes	Sunset Dr & Rincon Ave	Sunset Dr	Rincon Ave	No stop signs but also quite limited visibility when trying to either cross ir turn on to Rincon. Even just some mirrors installed on poles to better see if cars are coming would help. The amount of street parking, landscaping, etc. makes it difficult to see oncoming cars.	Motor Vehicle	Limited Visibility
2vvkz62zsv7	2026-02-07 15:04:07	POINT (-121.78335 37.69135)	Yes	Sunset Dr & Rincon Ave	Sunset Dr	Rincon Ave	No stop signs but also quite limited visibility when trying to either cross ir turn on to Rincon. Even just some mirrors installed on poles to better see if cars are coming would help. The amount of street parking, landscaping, etc. makes it difficult to see oncoming cars.	Motor Vehicle	Intersection Safety
9mb3rol3y8j9	2026-02-08 18:22:16	POINT (-121.764222 37.6659)	Yes	Gamay Rd & Covey Way	Gamay Rd	Covey Way	Speeding and reckless eBikes	Bicycle	Bicycle Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
4bl38rmn4787	2026-02-09 18:22:06	POINT (-121.769459 37.683445)	Yes	Livermore Ave & Railroad Ave	Livermore Ave	Railroad Ave	Witnessed a crash	Motor Vehicle	Road Safety
4bl38rmn4787	2026-02-09 18:22:06	POINT (-121.772785 37.665458)	Yes	Helsinki Way & Frankfurt Way	Helsinki Way	Frankfurt Way	Nobody stops at this stop sign. They blow right through it.	Motor Vehicle	Speeding
4bl38rmn4787	2026-02-09 18:22:06	POINT (-121.773084 37.665474)	Yes	Helsinki Way & Frankfurt Way	Helsinki Way	Frankfurt Way	Nobody stops at this stop sign. They blow right through it.	Motor Vehicle	Traffic Sign Violations
78ave8ubo4u6	2026-02-09 21:06:10	POINT (-121.767951 37.661068)	Yes	Concanno Blvd & Arroyo Rd	Concanno Blvd	Arroyo Rd	I was hit by a car in the crosswalk while I was crossing on foot and had the walk sign to cross. Many cars are turning right from Arroyo onto Concannon and don't look at the crosswalk, just traffic. Then they turn into the crosswalk.	Pedestrian	Traffic Sign Violations
78ave8ubo4u6	2026-02-09 21:06:10	POINT (-121.767951 37.661068)	Yes	Concanno Blvd & Arroyo Rd	Concanno Blvd	Arroyo Rd	I was hit by a car in the crosswalk while I was crossing on foot and had the walk sign to cross. Many cars are turning right from Arroyo onto Concannon and don't look at the crosswalk, just traffic. Then they turn into the crosswalk.	Pedestrian	Pedestrian Safety
8nz7vbv97gz8	2026-02-10 23:28:17	POINT (-121.738278 37.706275)	Yes	Bluebell Dr & Las Flores Rd	Bluebell Dr	Las Flores Rd	You can make left turn from Bluebell to Las Flores but it's technically crossing a double yellow line. It doesn't seem right. Also, I see people going wrong way on Las Flores every so often. Las Flores needs more direction signs.	Motor Vehicle	Sign Upgrade
8nz7vbv97gz8	2026-02-10 23:28:17	POINT (-121.738278 37.706275)	Yes	Bluebell Dr & Las Flores Rd	Bluebell Dr	Las Flores Rd	You can make left turn from Bluebell to Las Flores but it's technically crossing a double yellow line. It doesn't seem right. Also, I see people going wrong way on Las Flores every so often. Las Flores needs more direction signs.	Motor Vehicle	Curve Unsafe
8nz7vbv97gz8	2026-02-10 23:28:17	POINT (-121.738278 37.706275)	Yes	Bluebell Dr & Las Flores Rd	Bluebell Dr	Las Flores Rd	You can make left turn from Bluebell to Las Flores but it's technically crossing a double yellow line. It doesn't seem right. Also, I see people going wrong way on Las Flores every so often. Las Flores needs more direction signs.	Motor Vehicle	Traffic Sign Violations
4f864zs3ibh6	2026-02-10 23:28:13	POINT (-121.742653 37.679928)	Yes	East Ave & Madison Ave	East Ave	Madison Ave	People routinely (almost daily) run red lights here during school pick up and drop off hours.	Motor Vehicle	School Safety
4f864zs3ibh6	2026-02-10 23:28:13	POINT (-121.742653 37.679928)	Yes	East Ave & Madison Ave	East Ave	Madison Ave	People routinely (almost daily) run red lights here during school pick up and drop off hours.	Motor Vehicle	Traffic Sign Violations
2pve879n7c4a	2026-02-10 23:30:48	POINT (-121.767139 37.681266)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	This is where I witnessed a pedestrian almost get hit in the crosswalk	Pedestrian	Pedestrian Safety
2pve879n7c4a	2026-02-10 23:30:48	POINT (-121.767139 37.681266)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	This is where I witnessed a pedestrian almost get hit in the crosswalk	Pedestrian	Intersection Safety
47k3inh7u3za	2026-02-10 23:31:03	POINT (-121.742842 37.698388)	Yes	First St & Las Positas Rd	First St	Las Positas Rd	Tractor-Trailer Trucks run the red light constantly. Especially when turning East onto Las Positas Rd.	Motor Vehicle	Traffic Sign Violations
47k3inh7u3za	2026-02-10 23:31:03	POINT (-121.732551 37.717032)	Yes	Scenic Ave & Broadmoor St	Scenic Ave	Broadmoor St	People don't stop for pedestrians	Motor Vehicle	Pedestrian Safety
3w6xp7man6aa	2026-02-10 23:38:55	POINT (-121.762641 37.678231)	Yes	Livermore Ave & 7th St	Livermore Ave	7th St	Very hard to see traffic around parked cars	Motor Vehicle	Limited Visibility
3w6xp7man6aa	2026-02-10 23:38:55	POINT (-121.742336 37.680064)	Yes	East Ave & Madison Ave	East Ave	Madison Ave	Speeding	Motor Vehicle	Speeding
33uds9cwp386	2026-02-11 00:48:48	POINT (-121.71756 37.721147)	Yes	mont Creek Dr & Garaventa Ranch	Altamont Creek Dr	Garaventa Ranch Rd	Cars run this stop sign constantly, and there is a high rate of pedestrian crossing without any signal. Cars drive fairly fast on Garaventa Ranch, but the cross street really needs some speed bumps—cars haul through this street, that is a main pickup/drop off spot for families attending Altamont Creek elem	Pedestrian	Speeding
uds9cwp386	2026-02-11 00:48:48	POINT (-121.71756 37.721147)	Yes	mont Creek Dr & Garaventa Ranch	Altamont Creek Dr	Garaventa Ranch Rd	Cars run this stop sign constantly, and there is a high rate of pedestrian crossing without any signal. Cars drive fairly fast on Garaventa Ranch, but the cross street really needs some speed bumps—cars haul through this street, that is a main pickup/drop off spot for families attending Altamont Creek elem	Pedestrian	Pedestrian Safety
x7s9y8tcm7	2026-02-11 03:55:16	POINT (-121.786204 37.688395)	Yes	Pine St & Algonquin Ave	Pine St	Algonquin Ave	Crosswalk needs more visibility in this area as cars tend to drive fast here	Pedestrian	Speeding
x7s9y8tcm7	2026-02-11 03:55:16	POINT (-121.786204 37.688395)	Yes	Pine St & Algonquin Ave	Pine St	Algonquin Ave	Crosswalk needs more visibility in this area as cars tend to drive fast here	Pedestrian	Pedestrian Safety
2l082to44oya	2026-02-12 03:43:08	POINT (-121.780453 37.67293)	Yes	Holmes St & Mocho St	Holmes St	Mocho St	People run red lights here all the time	Motor Vehicle	Traffic Sign Violations
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.745383 37.685593)	Yes	Lincoln Ave & Polk Way	Lincoln Ave	Polk Way	reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.749179 37.685467)	Yes	Santa Clara Way & Burgess St	Santa Clara Way	Burgess St	reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.749505 37.686298)	No	Purdue Way	Purdue Way		reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.748171 37.682815)	Yes	Hillcrest Ave & Stanford Way	Hillcrest Ave	Stanford Way	reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.751296 37.683635)	Yes	Estates St & Yale Way	Estates St	Yale Way	reduced site lines	Motor Vehicle	Limited Visibility

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.756529 37.685726)	Yes	Madeira Way & Vista St	Madeira Way	Vista St	reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.76031 37.684585)	Yes	Fourth St & School St	Fourth St	School St	reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.760079 37.683986)	No	Pestana Way	Pestana Way		reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.759319 37.684037)	No	Pestana Way	Pestana Way		reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.758418 37.684117)	No	Pestana Way	Pestana Way		reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.756262 37.684387)	Yes	Pestana Way & Vista St	Pestana Way	Vista St	reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.755729 37.684167)	No	Pestana Way	Pestana Way		reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.751293 37.684268)	No	Pestana Way	Pestana Way		reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.7518 37.682552)	No	Estates St	Estates St		reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.75203 37.682115)	Yes	California Way & Estates St	California Way	Estates St	Reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.752065 37.682218)	No	California Way	California Way		Reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.751976 37.681508)	Yes	Princeton Way & Estates St	Princeton Way	Estates St	Reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.752011 37.68064)	Yes	Harvard Way & Estates St	Harvard Way	Estates St	Reduced site lines	Motor Vehicle	Limited Visibility
2ev22og8w8a7	2026-02-11 17:20:07	POINT (-121.754893 37.681409)	Yes	Princeton Way & Jensen St	Princeton Way	Jensen St	Reduced site lines	Motor Vehicle	Limited Visibility
76tp9mun4d34	2026-02-11 17:50:11	POINT (-121.723958 37.709413)	No	Vasco Rd	Vasco Rd		HIGHLY dangerous for bicyclist. Cars are coming fast off a cloverleaf from i-580 and have limited visibility of bikers on the road ahead. Bikers have NO bike lane and in addition lanes are merging, increasing congestion and traffic at a pinpoint. EXTREMELY DANGEROUS!! Needs to be addressed immediately!!	Bicycle	Limited Visibility
76tp9mun4d34	2026-02-11 17:50:11	POINT (-121.723435 37.708475)	No	Vasco Rd	Vasco Rd		No proper bike lane.	Bicycle	Bicycle Safety
9uy7k8m72m87	2026-02-11 19:39:52	POINT (-121.724032 37.710402)	No	Vasco Rd	Vasco Rd		Zero bike lane, heavy traffic, minimal and obstructed sidewalk	Bicycle	Narrow Road
62mm4u6vu6n7	2026-02-11 19:41:13	POINT (-121.7613 37.684359)	Yes	Fourth St & Inman St	Fourth St	Inman St	People don't stop at this intersection.	Motor Vehicle	Traffic Sign Violations
62mm4u6vu6n7	2026-02-11 19:41:13	POINT (-121.758459 37.685159)	Yes	Madeira Way & Germaine Way	Madeira Way	Germaine Way	During school times, students cross the street and people are going to fast.	Motor Vehicle	School Safety
62mm4u6vu6n7	2026-02-11 19:41:13	POINT (-121.758459 37.685159)	Yes	Madeira Way & Germaine Way	Madeira Way	Germaine Way	During school times, students cross the street and people are going to fast.	Motor Vehicle	Speeding
62mm4u6vu6n7	2026-02-11 19:41:13	POINT (-121.756293 37.685834)	Yes	Madeira Way & Vista St	Madeira Way	Vista St	People run the stop all the time.	Motor Vehicle	Traffic Sign Violations
2ed7pb8yxo93	2026-02-11 19:43:32	POINT (-121.780586 37.693639)	Yes	Portola Ave & Pso Laguna Seco	Portola Ave	Pso Laguna Seco	I witnessed a death! Motorcycle versus car and it was awful! People speed down portola all the time and drivers coming out of Laguna seco don't double check for oncoming cars!	Motor Vehicle	Speeding
2ed7pb8yxo93	2026-02-11 19:43:32	POINT (-121.780586 37.693639)	Yes	Portola Ave & Pso Laguna Seco	Portola Ave	Pso Laguna Seco	I witnessed a death! Motorcycle versus car and it was awful! People speed down portola all the time and drivers coming out of Laguna seco don't double check for oncoming cars!	Motor Vehicle	Road Safety
3we4zar3twl9	2026-02-11 20:16:29	POINT (-121.724171 37.709715)	No	Vasco Rd	Vasco Rd		The merge from the 580 westbound exit onto Vasco going South is extremely dangerous because the merge is way too abrupt. The drivers from the exit are going around a curve uphill, so they don't have a good view of Vasco traffic and they don't realize how abrupt the merge is until it's too late. Vasco drivers often have to swerve out of their lane to avoid being hit from the side. This risks a head-on collision with opposing traffic.	Motor Vehicle	Limited Visibility
296cmt4f3tz6	2026-02-11 20:29:27	POINT (-121.726356 37.679821)	Yes	East Ave & Charlotte Way	East Ave	Charlotte Way	Was almost hit while crossing in the cross walk by a vehicle during left.	Pedestrian	Intersection Safety
296cmt4f3tz6	2026-02-11 20:29:27	POINT (-121.726356 37.679821)	Yes	East Ave & Charlotte Way	East Ave	Charlotte Way	Was almost hit while crossing in the cross walk by a vehicle during left.	Pedestrian	Pedestrian Safety
296cmt4f3tz6	2026-02-11 20:29:27	POINT (-121.746924 37.694651)	Yes	First St & Mines Rd	First St	Mines Rd	Cars constantly running the red light at high speeds. So much traffic here and people not wanting to wait at lights.	Motor Vehicle	Speeding
296cmt4f3tz6	2026-02-11 20:29:27	POINT (-121.746924 37.694651)	Yes	First St & Mines Rd	First St	Mines Rd	Cars constantly running the red light at high speeds. So much traffic here and people not wanting to wait at lights.	Motor Vehicle	Traffic Sign Violations
296cmt4f3tz6	2026-02-11 20:29:27	POINT (-121.751784 37.671396)	Yes	Livermore Ave	Livermore Ave		Speeding, parents illegally parked, illegal u-turns after pick-up/drop Off. Recently an accident	Motor Vehicle	Law Enforcement
296cmt4f3tz6	2026-02-11 20:29:27	POINT (-121.751784 37.671396)	Yes	Livermore Ave	Livermore Ave		Speeding, parents illegally parked, illegal u-turns after pick-up/drop Off. Recently an accident	Motor Vehicle	Speeding
7sox2jia9rp9	2026-02-11 20:29:42	POINT (-121.732287 37.723686)	Yes	Broadmoor St & Bridgeport Cir	Broadmoor St	Bridgeport Cir	Driver's running through the stop sign.	Motor Vehicle	Speeding
7sox2jia9rp9	2026-02-11 20:29:42	POINT (-121.732287 37.723686)	Yes	Broadmoor St & Bridgeport Cir	Broadmoor St	Bridgeport Cir	Driver's running through the stop sign.	Motor Vehicle	Traffic Sign Violations

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
63u9hjo4s6pd	2026-02-11 20:06:46	POINT (-121.76028 37.684477)	Yes	Fourth St & School St	Fourth St	School St	Too many cars; people don't stop and kids don't pay attention darting behind vehicles instead of using cross walk, which needs to be repainted at madera and school streets and an add on at Pestana and School St. I've seen near miss accidents on both where I had to blare my horn to get people to pay attention and stop it from happening.	Pedestrian	Sign Upgrade
63u9hjo4s6pd	2026-02-11 20:06:46	POINT (-121.76028 37.684477)	Yes	Fourth St & School St	Fourth St	School St	Too many cars; people don't stop and kids don't pay attention darting behind vehicles instead of using cross walk, which needs to be repainted at madera and school streets and an add on at Pestana and School St. I've seen near miss accidents on both where I had to blare my horn to get people to pay attention and stop it from happening.	Pedestrian	Pedestrian Safety
63u9hjo4s6pd	2026-02-11 20:06:46	POINT (-121.760486 37.683767)	Yes	Pestana Way & School St	Pestana Way	School St	School, parked school cars, kids not paying attention. There need to be crossing guards to prevent the constant streaming of kids on their phones not paying attention, walking across the roads all around the school. Drivers are in the middle of the intersections and have to stop because kids don't know the rules.	Pedestrian	Pedestrian Safety
63u9hjo4s6pd	2026-02-11 20:06:46	POINT (-121.760486 37.683767)	Yes	Pestana Way & School St	Pestana Way	School St	School, parked school cars, kids not paying attention. There need to be crossing guards to prevent the constant streaming of kids on their phones not paying attention, walking across the roads all around the school. Drivers are in the middle of the intersections and have to stop because kids don't know the rules.	Pedestrian	School Safety
63u9hjo4s6pd	2026-02-11 20:06:46	POINT (-121.762961 37.682643)	Yes	Church St & Fourth St	Church St	Fourth St	This is the worst intersection and needs a crossing guard or a light that must be pushed to light up the crosswalk. Drivers try to beat the kids stepping in the crosswalk, and kids are on their phones, or talking to their friends; many don't even look to see the cars are already in the middle of the intersection.	Pedestrian	Pedestrian Safety
63u9hjo4s6pd	2026-02-11 20:06:46	POINT (-121.762961 37.682643)	Yes	Church St & Fourth St	Church St	Fourth St	This is the worst intersection and needs a crossing guard or a light that must be pushed to light up the crosswalk. Drivers try to beat the kids stepping in the crosswalk, and kids are on their phones, or talking to their friends; many don't even look to see the cars are already in the middle of the intersection.	Pedestrian	School Safety
63u9hjo4s6pd	2026-02-11 20:06:46	POINT (-121.755121 37.68001)	Yes	East Ave & Jensen St	East Ave	Jensen St	The crosswalk need to be lit up at night when someone is going to cross; people lost in thought or driving while on their phone do NOT see the attempt you've already made with the lit up walk signs on with side; they are useless/ The lit up cross walks are effective because the bright blinking still flashes in their forward vision; even when they're looking down. The same can be said for downtown on first street, I front of the Ale House, and infront of Wingen Bakery I can't tell you how many times I've nearly see pedestrian accidents happen!	Pedestrian	Sign Upgrade
63u9hjo4s6pd	2026-02-11 20:06:46	POINT (-121.755121 37.68001)	Yes	East Ave & Jensen St	East Ave	Jensen St	The crosswalk need to be lit up at night when someone is going to cross; people lost in thought or driving while on their phone do NOT see the attempt you've already made with the lit up walk signs on with side; they are useless/ The lit up cross walks are effective because the bright blinking still flashes in their forward vision; even when they're looking down. The same can be said for downtown on first street, I front of the Ale House, and infront of Wingen Bakery I can't tell you how many times I've nearly see pedestrian accidents happen!	Pedestrian	Pedestrian Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
8yk7i4rml2c9	2026-02-11 20:45:37	POINT (-121.741407 37.700108)	Yes	First St & Southfront Rd	First St	Southfront Rd	Red Light Running happens 70% of the time on first St intersections on First St especially when drivers are turning from 1st St	Motor Vehicle	Traffic Sign Violations
8yk7i4rml2c9	2026-02-11 20:45:37	POINT (-121.741407 37.700108)	Yes	First St & Southfront Rd	First St	Southfront Rd	Red Light Running happens 70% of the time on first St intersections on First St especially when drivers are turning from 1st St	Motor Vehicle	Intersection Safety
336yu7bu8hm4	2026-02-11 21:33:23	POINT (-121.780068 37.674331)	Yes	Holmes St & Aaron St	Holmes St	Aaron St	so many people drive through this light. Kids cross this daily! Create an under or over the road lane so pedestrians and bikers can cross safely	Pedestrian	Pedestrian Safety
336yu7bu8hm4	2026-02-11 21:33:23	POINT (-121.782089 37.669694)	Yes	El Dorado Dr & Elaine Ave	El Dorado Dr	Elaine Ave	parents and kids rushing past this crosswalk and almost hit pedestrians on a daily basis. More enforcement near all schools is a MUST! It is out of control dangerous now.	Pedestrian	Law Enforcement
336yu7bu8hm4	2026-02-11 21:33:23	POINT (-121.782089 37.669694)	Yes	El Dorado Dr & Elaine Ave	El Dorado Dr	Elaine Ave	parents and kids rushing past this crosswalk and almost hit pedestrians on a daily basis. More enforcement near all schools is a MUST! It is out of control dangerous now.	Pedestrian	School Safety
6br49xxk4au3	2026-02-11 21:36:06	POINT (-121.796354 37.707127)	Yes	Portola Ave & Campus Hill Dr	Portola Ave	Campus Hill Dr	Speeding southbound in down hill section	Motor Vehicle	Speeding
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.723777 37.709038)	No	Vasco Rd	Vasco Rd		Very unsafe pedestrian walk (no sidewalks) and very unsafe for a biker. Clover ramps do not work anymore	Bicycle	Narrow Road
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.740186 37.702771)	No	First St	First St		ped/bike safety	Pedestrian	Bicycle Safety
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.740186 37.702771)	No	First St	First St		ped/bike safety	Pedestrian	Pedestrian Safety
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.724199 37.716957)	Yes	Scenic Ave & Vasco Rd	Scenic Ave	Vasco Rd	red light runners	Motor Vehicle	Traffic Sign Violations
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.723966 37.722431)	Yes	Vasco Rd & Garaventa Ranch Rd	Vasco Rd	Garaventa Ranch Rd	red light runners	Motor Vehicle	Traffic Sign Violations
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.717379 37.716984)	Yes	Scenic Ave & Herman Ave	Scenic Ave	Herman Ave	stop sign runners	Motor Vehicle	Traffic Sign Violations
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.717413 37.721168)	Yes	mont Creek Dr & Garaventa Ranch	Altamont Creek Dr	Garaventa Ranch Rd	this is next to a school and so many folks run this stop sign	Motor Vehicle	School Safety
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.717413 37.721168)	Yes	mont Creek Dr & Garaventa Ranch	Altamont Creek Dr	Garaventa Ranch Rd	this is next to a school and so many folks run this stop sign	Motor Vehicle	Traffic Sign Violations
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.71066 37.719431)	Yes	Laughlin Rd	Laughlin Rd		speed on this section. so many going so fast	Motor Vehicle	Speeding
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.739069 37.706115)	Yes	Bluebell Dr	Bluebell Dr		cut-thru traffic to get to brentwood.	Motor Vehicle	Speeding
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.747053 37.694613)	Yes	First St & Mines Rd	First St	Mines Rd	signal timing wrong and right turn vs bike lane very unsafe	Bicycle	Road Safety
424nvs3b2rsr	2026-02-11 21:36:05	POINT (-121.747053 37.694613)	Yes	First St & Mines Rd	First St	Mines Rd	signal timing wrong and right turn vs bike lane very unsafe	Bicycle	Intersection Safety
3dp4xzb7suw6	2026-02-11 21:53:29	POINT (-121.777433 37.691968)	Yes	ortola Ave & Portola Meadows R	Portola Ave	Portola Meadows Rd	There was a crash here in the data where a car turning left from Portola onto Blackwood Common hit a cyclist "hidden" behind a car traveling east on Portola. This could potentially have been mitigated by centerline hardening, and this could apply in other places around town.	Bicycle	Limited Visibility
6lr9xnl7l3v9	2026-02-11 21:52:35	POINT (-121.773779 37.690242)	Yes	Junction Ave & K St	Junction Ave	K St	No cross walk available and vehicles travel at a high rate of speed to make traffic light at N Livermore and Junction. Many people walk dogs at park from neighborhood and many kids walk this area to and from school.	Pedestrian	Speeding
6lr9xnl7l3v9	2026-02-11 21:52:35	POINT (-121.773779 37.690242)	Yes	Junction Ave & K St	Junction Ave	K St	No cross walk available and vehicles travel at a high rate of speed to make traffic light at N Livermore and Junction. Many people walk dogs at park from neighborhood and many kids walk this area to and from school.	Pedestrian	Pedestrian Safety
96dy8f3phv76	2026-02-11 21:55:54	POINT (-121.767877 37.679423)	Yes	J St & Fourth St	J St	Fourth St	Cars don't respect the crosswalk, speed, etc. Multiple lanes means one lane can stop and cars can go around in the next lane and hit pedestrians. It really needs to be a full light	Pedestrian	Traffic Sign Violations
96dy8f3phv76	2026-02-11 21:55:54	POINT (-121.767877 37.679423)	Yes	J St & Fourth St	J St	Fourth St	Cars don't respect the crosswalk, speed, etc. Multiple lanes means one lane can stop and cars can go around in the next lane and hit pedestrians. It really needs to be a full light	Pedestrian	Pedestrian Safety
2sjo6mjc6fx4	2026-02-11 22:10:48	POINT (-121.770407 37.690899)	Yes	Portola Ave	Portola Ave		People not following traffic laws, driving on the wrong side of the road, making illegal u-turns from the curb, blocking traffic	Motor Vehicle	Law Enforcement
2sjo6mjc6fx4	2026-02-11 22:10:48	POINT (-121.770407 37.690899)	Yes	Portola Ave	Portola Ave		People not following traffic laws, driving on the wrong side of the road, making illegal u-turns from the curb, blocking traffic	Motor Vehicle	Traffic Sign Violations

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
9pe84daj9mo9	2026-02-11 22:22:16	POINT (-121.779149 37.685788)	Yes	P St & O St	P St	O St	We should have a crosswalk in this general area of this long street	Pedestrian	Sign Upgrade
9pe84daj9mo9	2026-02-11 22:22:16	POINT (-121.779149 37.685788)	Yes	P St & O St	P St	O St	We should have a crosswalk in this general area of this long street	Pedestrian	Pedestrian Safety
6fx9gxt3nhh9	2026-02-11 22:18:04	POINT (-121.768406 37.682033)	Yes	Livermore Ave & First St	Livermore Ave	First St	Drivers on phone, kids on e motorcycles, drivers don't stop for pedestrians.	Pedestrian	Law Enforcement
6fx9gxt3nhh9	2026-02-11 22:18:04	POINT (-121.768406 37.682033)	Yes	Livermore Ave & First St	Livermore Ave	First St	Drivers on phone, kids on e motorcycles, drivers don't stop for pedestrians.	Pedestrian	Pedestrian Safety
2iu79evw4w83	2026-02-11 22:31:03	POINT (-121.748442 37.679976)	Yes	Hillcrest Ave & East Ave	Hillcrest Ave	East Ave	So many kids cross at this light, and I see so many cars run red lights at the same intersection.	Motor Vehicle	School Safety
2iu79evw4w83	2026-02-11 22:31:03	POINT (-121.748442 37.679976)	Yes	Hillcrest Ave & East Ave	Hillcrest Ave	East Ave	So many kids cross at this light, and I see so many cars run red lights at the same intersection.	Motor Vehicle	Traffic Sign Violations
7fh9fx8gcx33	2026-02-11 22:33:10	POINT (-121.772382 37.680596)	Yes	First St & M St	First St	M St	Seen many almost get hit and we can't get across there at times. We now turn our cell phone flash lights on to cross	Pedestrian	Limited Visibility
7fh9fx8gcx33	2026-02-11 22:33:10	POINT (-121.772382 37.680596)	Yes	First St & M St	First St	M St	Seen many almost get hit and we can't get across there at times. We now turn our cell phone flash lights on to cross	Pedestrian	Pedestrian Safety
7fh9fx8gcx33	2026-02-11 22:33:10	POINT (-121.768268 37.681954)	Yes	Livermore Ave & First St	Livermore Ave	First St	Red light runners and left turners not realizing the walk sign is on	Motor Vehicle	Traffic Sign Violations
7fh9fx8gcx33	2026-02-11 22:33:10	POINT (-121.768348 37.680951)	Yes	J St & Second St	J St	Second St	Cars dont see people here. Almost been hit many times.	Pedestrian	Limited Visibility
7fh9fx8gcx33	2026-02-11 22:33:10	POINT (-121.766833 37.683632)	Yes	First St & Railroad Ave	First St	Railroad Ave	Came up to the scene of a woman hit in this crosswalk a few years ago	Pedestrian	Intersection Safety
7fh9fx8gcx33	2026-02-11 22:33:10	POINT (-121.766833 37.683632)	Yes	First St & Railroad Ave	First St	Railroad Ave	Came up to the scene of a woman hit in this crosswalk a few years ago	Pedestrian	Pedestrian Safety
4x3a73li98o7	2026-02-11 23:13:57	POINT (-121.723851 37.709026)	No	Vasco Rd	Vasco Rd		No side walk or bike lane at this location and I've seen walkers here many time with the fast approaching traffic from freeway	Bicycle	Road Safety
4x3a73li98o7	2026-02-11 23:13:57	POINT (-121.723851 37.709026)	No	Vasco Rd	Vasco Rd		No side walk or bike lane at this location and I've seen walkers here many time with the fast approaching traffic from freeway	Bicycle	Narrow Road
3u2hbv2u2axx	2026-02-11 23:21:17	POINT (-121.779724 37.675935)	Yes	Murrieta Blvd & Holmes St	Murrieta Blvd	Holmes St	people running red lights	Motor Vehicle	Traffic Sign Violations
9xf2zt4gm8p9	2026-02-11 23:17:29	POINT (-121.764697 37.680983)	Yes	McLeod St & Fourth St	McLeod St	Fourth St	high school inexperienced drivers	Motor Vehicle	School Safety
9xf2zt4gm8p9	2026-02-11 23:17:29	POINT (-121.763032 37.682627)	Yes	Curch St & Fourth St	Curch St	Fourth St	people don't stop at stop signs	Motor Vehicle	Traffic Sign Violations
9xf2zt4gm8p9	2026-02-11 23:17:29	POINT (-121.766512 37.67981)	Yes	Fourth St & I St	Fourth St	I St	no left turn lane to south I street	Motor Vehicle	Curve Unsafe
9xf2zt4gm8p9	2026-02-11 23:17:29	POINT (-121.767874 37.683931)	No	Railroad Ave	Railroad Ave		not enough signage for right lane only through to maple	Motor Vehicle	Sign Upgrade
9xf2zt4gm8p9	2026-02-11 23:17:29	POINT (-121.768713 37.673647)	No	L St	L St		sunday morning traffic jam and backup from Church dismissal - people driving in bike lane and along curb to pass	Bicycle	Law Enforcement
4f4b94gvg7sn	2026-02-11 23:25:31	POINT (-121.786224 37.672923)	No	Mocho St	Mocho St		Teenagers speeding through the neighborhood and the traffic jams that occur. I wish I could think of a solution for this one. I feel bad for the neighbors.	Motor Vehicle	Road Safety
4f4b94gvg7sn	2026-02-11 23:25:31	POINT (-121.786224 37.672923)	No	Mocho St	Mocho St		Teenagers speeding through the neighborhood and the traffic jams that occur. I wish I could think of a solution for this one. I feel bad for the neighbors.	Motor Vehicle	Speeding
2cw2kpi7i6w3	2026-02-11 23:56:49	POINT (-121.75164 37.680049)	Yes	East Ave & Estates St	East Ave	Estates St	When cars are parked on this side it's hard to see around them when coming out of Estates St. to turn onto East Ave. This whole block between Hillcrest and Estates St should not have any parking!	Motor Vehicle	Law Enforcement
2cw2kpi7i6w3	2026-02-11 23:56:49	POINT (-121.75164 37.680049)	Yes	East Ave & Estates St	East Ave	Estates St	When cars are parked on this side it's hard to see around them when coming out of Estates St. to turn onto East Ave. This whole block between Hillcrest and Estates St should not have any parking!	Motor Vehicle	Limited Visibility
4d9fl6slf2a	2026-02-12 00:01:44	POINT (-121.778107 37.675895)	Yes	College Ave & South S Street	College Ave	South S Street	Not nought lights	Pedestrian	Limited Visibility
4shz4ins369	2026-02-12 01:26:33	POINT (-121.789036 37.672541)	No	Alexander St	Alexander St		Speeding and distracted driving	Motor Vehicle	Speeding
3s9bnz78fa6	2026-02-12 02:23:32	POINT (-121.745345 37.67985)	Yes	East Ave & Nielsen Ln	East Ave	Nielsen Ln	To dangerous to cross. People do not stop as they should even with cross walk lights	Pedestrian	Traffic Sign Violations
3s9bnz78fa6	2026-02-12 02:23:32	POINT (-121.745345 37.67985)	Yes	East Ave & Nielsen Ln	East Ave	Nielsen Ln	To dangerous to cross. People do not stop as they should even with cross walk lights	Pedestrian	Pedestrian Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
33s9bnz78fa6	2026-02-12 02:23:32	POINT (-121.72342 37.707557)	No	Vasco Rd	Vasco Rd		Cars and trucks, especially big rigs come flying off of this ramp into the lane coming over the freeway. I have almost been hit on more than one occasion, especially when they are trying to cut over to make a left onto the frontage road. There needs to be some sort of light at this freeway. Exit.	Motor Vehicle	Limited Visibility
3kk6pcj7vuo8	2026-02-12 01:43:28	POINT (-121.724571 37.722329)	Yes	Vasco Rd & Garaventa Ranch Rd	Vasco Rd	Garaventa Ranch Rd	A no left turn sign from 3-6pm would help. This has been effective in other cities	Motor Vehicle	Traffic Sign Violations
3kk6pcj7vuo8	2026-02-12 01:43:28	POINT (-121.724571 37.722329)	Yes	Vasco Rd & Garaventa Ranch Rd	Vasco Rd	Garaventa Ranch Rd	A no left turn sign from 3-6pm would help. This has been effective in other cities	Motor Vehicle	Sign Upgrade
3kk6pcj7vuo8	2026-02-12 01:43:28	POINT (-121.724823 37.722068)	Yes	Del Monte St & Idlewild Ave	Del Monte St	Idlewild Ave	Kids walk home from school at these intersection and there is no stop signs	Pedestrian	Pedestrian Safety
3kk6pcj7vuo8	2026-02-12 01:43:28	POINT (-121.724823 37.722068)	Yes	Del Monte St & Idlewild Ave	Del Monte St	Idlewild Ave	Kids walk home from school at these intersection and there is no stop signs	Pedestrian	School Safety
89vo77mil3z7	2026-02-12 02:07:49	POINT (-121.745973 37.679957)	No	East Ave	East Ave		Stop sign needed or light	Pedestrian	Sign Upgrade
2kp7dos4afj6	2026-02-12 02:32:16	POINT (-121.772448 37.662216)	Yes	Genoa St & Warsaw Ave	Genoa St	Warsaw Ave	U-turn made at t-intersection and no stop sign allowing rolling stops	Motor Vehicle	Traffic Sign Violations
2kp7dos4afj6	2026-02-12 02:32:16	POINT (-121.773291 37.662139)	Yes	Frankfurt Way & Warsaw Ave	Frankfurt Way	Warsaw Ave	No stop sign, allowing for drivers to avoid yielding to kids crossing at a school intersection. The crossing guard Mark and myself have witnessed this repeatedly	Pedestrian	Traffic Sign Violations
2kp7dos4afj6	2026-02-12 02:32:16	POINT (-121.773291 37.662139)	Yes	Frankfurt Way & Warsaw Ave	Frankfurt Way	Warsaw Ave	No stop sign, allowing for drivers to avoid yielding to kids crossing at a school intersection. The crossing guard Mark and myself have witnessed this repeatedly	Pedestrian	School Safety
2kp7dos4afj6	2026-02-12 02:32:16	POINT (-121.771213 37.665301)	Yes	Helsinki Way & Jaffa Rd	Helsinki Way	Jaffa Rd	No stop sign allowing some drivers to blindly turn onto oncoming traffic	Pedestrian	Traffic Sign Violations
2kp7dos4afj6	2026-02-12 02:32:16	POINT (-121.771213 37.665301)	Yes	Helsinki Way & Jaffa Rd	Helsinki Way	Jaffa Rd	No stop sign allowing some drivers to blindly turn onto oncoming traffic	Pedestrian	Limited Visibility
2kp7dos4afj6	2026-02-12 02:32:16	POINT (-121.786657 37.64614)	No	Vallecitos Rd	Vallecitos Rd		Pinch point for bikers whereby there is not enough space for a car and bike sharing the lane over the bridge	Motor Vehicle	Narrow Road
9am7r2hxm9p7	2026-02-12 03:10:27	POINT (-121.767148 37.683861)	No	Railroad Ave	Railroad Ave		The striping and information for people coming around the bend is confusing and makes people quickly switch lanes to be able to go the way they want to.	Motor Vehicle	Intersection Safety
9am7r2hxm9p7	2026-02-12 03:10:27	POINT (-121.767148 37.683861)	No	Railroad Ave	Railroad Ave		The striping and information for people coming around the bend is confusing and makes people quickly switch lanes to be able to go the way they want to.	Motor Vehicle	Sign Upgrade
29u6gyw2b3e4	2026-02-12 03:12:36	POINT (-121.755084 37.662467)	Yes	Concannon Blvd & San Vicente Dr	Concannon Blvd	San Vicente Dr	21703 CVC and 22350 CVC on all of Concannon Blvd during commute hrs.	Motor Vehicle	Road Safety
3a9ok37hhl84	2026-02-12 05:11:09	POINT (-121.755173 37.680086)	Yes	East Ave & Jensen St	East Ave	Jensen St	Too busy and many bikes and pedestrians. Should be a light here.	Motor Vehicle	Limited Visibility
3a9ok37hhl84	2026-02-12 05:11:09	POINT (-121.758832 37.676056)	Yes	Livermore Ave & Pacific Ave	Livermore Ave	Pacific Ave	Very hard to turn onto South Livermore here. Maybe a traffic light would help.	Motor Vehicle	Traffic Sign Violations
3a9ok37hhl84	2026-02-12 05:11:09	POINT (-121.756946 37.674645)	Yes	Livermore Ave & College Ave	Livermore Ave	College Ave	Hard to navigate this intersection when it's busy. Needs a light.	Motor Vehicle	Traffic Sign Violations
3a9ok37hhl84	2026-02-12 05:11:09	POINT (-121.756946 37.674645)	Yes	Livermore Ave & College Ave	Livermore Ave	College Ave	Hard to navigate this intersection when it's busy. Needs a light.	Motor Vehicle	Intersection Safety
443em9dwo429	2026-02-12 05:12:29	POINT (-121.754953 37.679894)	Yes	Easy Ave & Jensen St	Easy Ave	Jensen St	Cars nearly turning into pedestrians crossing road	Pedestrian	Intersection Safety
443em9dwo429	2026-02-12 05:12:29	POINT (-121.754953 37.679894)	Yes	Easy Ave & Jensen St	Easy Ave	Jensen St	Cars nearly turning into pedestrians crossing road	Pedestrian	Pedestrian Safety
a9c9bl4kvu4s	2026-02-12 05:13:47	POINT (-121.777264 37.692058)	Yes	Portola Ave & Portola Meadows Rd	Portola Ave	Portola Meadows Rd	I almost hit someone at night when turning. No effective light!	Motor Vehicle	Limited Visibility
a9c9bl4kvu4s	2026-02-12 05:13:47	POINT (-121.777264 37.692058)	Yes	Portola Ave & Portola Meadows Rd	Portola Ave	Portola Meadows Rd	I almost hit someone at night when turning. No effective light!	Motor Vehicle	Curve Unsafe
a9c9bl4kvu4s	2026-02-12 05:13:47	POINT (-121.769647 37.680491)	Yes	Second St & K St	Second St	K St	The downtown core should be 4 way stops all the way through. So may cars and pedestrians don't when where to stop and who has right of way.	Motor Vehicle	Traffic Sign Violations
a9c9bl4kvu4s	2026-02-12 05:13:47	POINT (-121.769647 37.680491)	Yes	Second St & K St	Second St	K St	The downtown core should be 4 way stops all the way through. So may cars and pedestrians don't when where to stop and who has right of way.	Motor Vehicle	Intersection Safety
93zhd3vzj6z9	2026-02-12 04:57:28	POINT (-121.753501 37.672392)	No	Livermore Ave	Livermore Ave		Speeding and ignoring flashing crossing sign. Waiting pedestrians visiblity to drivers could be improved.	Pedestrian	Limited Visibility
93zhd3vzj6z9	2026-02-12 04:57:28	POINT (-121.753501 37.672392)	No	Livermore Ave	Livermore Ave		Speeding and ignoring flashing crossing sign. Waiting pedestrians visiblity to drivers could be improved.	Pedestrian	Speeding

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
93zhd3vzj6z9	2026-02-12 04:57:28	POINT (-121.789462 37.644613)	Yes	Vallecitos Rd & Vineyard Ave	Vallecitos Rd	Vineyard Ave	Poor intersection design. Drivers routinely miss judge this turn headed south from Vallecitos south onto Vineyard. The worn away yellow line on Vineyard, a clear whiteness mark, is due the cars crossing into the opposite direction left turn lane. This turn has a tightening radius that drivers don't expect. I once witnessed a turning VA short transport bus ride up on the inside curb almost pitching on its side. This intersection is dangerous and I fear the city will be sued for negligence over it. It is an irresponsible design error that should be corrected for better safety before it leads to a head on crash	Motor Vehicle	Road Safety
93zhd3vzj6z9	2026-02-12 04:57:28	POINT (-121.789462 37.644613)	Yes	Vallecitos Rd & Vineyard Ave	Vallecitos Rd	Vineyard Ave	Poor intersection design. Drivers routinely miss judge this turn headed south from Vallecitos south onto Vineyard. The worn away yellow line on Vineyard, a clear whiteness mark, is due the cars crossing into the opposite direction left turn lane. This turn has a tightening radius that drivers don't expect. I once witnessed a turning VA short transport bus ride up on the inside curb almost pitching on its side. This intersection is dangerous and I fear the city will be sued for negligence over it. It is an irresponsible design error that should be corrected for better safety before it leads to a head on crash	Motor Vehicle	Intersection Safety
6jx3blo6tm87	2026-02-12 05:29:44	POINT (-121.772941 37.684669)	Yes	L St & Chestnut St	L St	Chestnut St	Increase in traffic here needs a traffic light	Motor Vehicle	Sign Upgrade
7jx34dom73c8	2026-02-12 05:39:27	POINT (-121.770833 37.691026)	Yes	Portola Ave	Portola Ave		Speeding, illegal U-turns at between 2:50 and 3:00	Motor Vehicle	Speeding
3c84yaz28am3	2026-02-12 05:38:48	POINT (-121.755131 37.680052)	Yes	East Ave & Jensen St	East Ave	Jensen St	Drivers do not stop for flashing crosswalk signals.anu near pedestrian accident are happening. Crossing guards are needed	Pedestrian	Law Enforcement
3c84yaz28am3	2026-02-12 05:38:48	POINT (-121.755131 37.680052)	Yes	East Ave & Jensen St	East Ave	Jensen St	Drivers do not stop for flashing crosswalk signals.anu near pedestrian accident are happening. Crossing guards are needed	Pedestrian	Pedestrian Safety
74sti86nmj28	2026-02-12 05:24:45	POINT (-121.756814 37.679773)	Yes	East Ave & Dolores St	East Ave	Dolores St	barrier forcing a wide right turn on to East Ave	Motor Vehicle	Curve Unsafe
74sti86nmj28	2026-02-12 05:24:45	POINT (-121.769459 37.677052)	Yes	I St & 6th St	I St	6th St	This roundabout is totally useless...the two way stop signs are good enough for traffic control. North and South traffic zip right through...and East and West wait at the stop sign anyway...so why the roundabout??? to save the planting???	Motor Vehicle	Intersection Safety
9wz8l4eid8m8	2026-02-12 06:34:32	POINT (-121.76274 37.681091)	Yes	Maple St & Fifth St	Maple St	Fifth St	Better lighting and better marking of cross walk	Pedestrian	Limited Visibility
9wz8l4eid8m8	2026-02-12 06:34:32	POINT (-121.76274 37.681091)	Yes	Maple St & Fifth St	Maple St	Fifth St	Better lighting and better marking of cross walk	Pedestrian	Pavement Condition
2edh6wlv6aaa	2026-02-12 08:30:38	POINT (-121.723441 37.723412)	No	Vasco Rd	Vasco Rd		noise	Pedestrian	Road Safety
7ln64e7uan9l	2026-02-12 13:58:00	POINT (-121.779868 37.67614)	Yes	Murrieta Blvd & Holmes St	Murrieta Blvd	Holmes St	Cars traveling east from Murrieta through to Fourth st trying to beat the red light.	Motor Vehicle	Traffic Sign Violations
7ln64e7uan9l	2026-02-12 13:58:00	POINT (-121.790344 37.660912)	No	Concannon Blvd	Concannon Blvd		E-bike rider on sidewalk approaching walking people from behind - -pass you without warning that they are coming.	Pedestrian	Road Safety
7ln64e7uan9l	2026-02-12 13:58:00	POINT (-121.790344 37.660912)	No	Concannon Blvd	Concannon Blvd		E-bike rider on sidewalk approaching walking people from behind - -pass you without warning that they are coming.	Pedestrian	Pedestrian Safety
7ln64e7uan9l	2026-02-12 13:58:00	POINT (-121.780279 37.660837)	Yes	Concannon Blvd & Holmes St	Concannon Blvd	Holmes St	Traffic trying to beat red light either turning left from Concannon (heading west) to Holmes and/or traveling south on Homes through stop lights at Concannon	Motor Vehicle	Traffic Sign Violations
7ln64e7uan9l	2026-02-12 13:58:00	POINT (-121.780279 37.660837)	Yes	Concannon Blvd & Holmes St	Concannon Blvd	Holmes St	Traffic trying to beat red light either turning left from Concannon (heading west) to Holmes and/or traveling south on Homes through stop lights at Concannon	Motor Vehicle	Intersection Safety
7gew23jn93	2026-02-12 14:42:59	POINT (-121.779089 37.660877)	Yes	Concannon Blvd & Evans St	Concannon Blvd	Evans St	Lots of through traffic on Concannon run this stop sign, and those trying to get out of the neighborhood nearly get t-boned. I see this at least once a month.	Motor Vehicle	Intersection Safety
7gew23jn93	2026-02-12 14:42:59	POINT (-121.779089 37.660877)	Yes	Concannon Blvd & Evans St	Concannon Blvd	Evans St	Lots of through traffic on Concannon run this stop sign, and those trying to get out of the neighborhood nearly get t-boned. I see this at least once a month.	Motor Vehicle	Traffic Sign Violations

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
377gew23jn93	2026-02-12 14:42:59	POINT (-121.798466 37.668651)	Yes	Murdell Ln & Encino Dr	Murdell Ln	Encino Dr	Lots of people try to rush through this stop sign, not adequately checking for pedestrians (which there often are a lot at school times).	Motor Vehicle	Traffic Sign Violations
377gew23jn93	2026-02-12 14:42:59	POINT (-121.804247 37.698538)	No	Isabel Ave	Isabel Ave		This backs up so far down 84, especially during the afternoon, and people make all kinds of dangerous moves to cut the line. This desperately needs to be expanded to two lanes. Like, yesterday.	Motor Vehicle	Road Safety
377gew23jn93	2026-02-12 14:42:59	POINT (-121.804247 37.698538)	No	Isabel Ave	Isabel Ave		This backs up so far down 84, especially during the afternoon, and people make all kinds of dangerous moves to cut the line. This desperately needs to be expanded to two lanes. Like, yesterday.	Motor Vehicle	Intersection Safety
8s49rli4wea7	2026-02-12 17:28:45	POINT (-121.783421 37.682975)	Yes	Olivina Ave & Rincon Ave	Olivina Ave	Rincon Ave	Nearly hit many times while walking my dog	Pedestrian	Speeding
8s49rli4wea7	2026-02-12 17:28:45	POINT (-121.783421 37.682975)	Yes	Olivina Ave & Rincon Ave	Olivina Ave	Rincon Ave	Nearly hit many times while walking my dog	Pedestrian	Pedestrian Safety
8s49rli4wea7	2026-02-12 17:28:45	POINT (-121.784353 37.683913)	Yes	Marylin Ave & Bernal Ave	Marylin Ave	Bernal Ave	Nearly hit several times while walking my dog.	Pedestrian	Pedestrian Safety
78uzg6j4ccr9	2026-02-13 18:07:26	POINT (-121.726214 37.679778)	Yes	Charlotte Way & East Ave	Charlotte Way	East Ave	Cross walk is long and traffic turning left onto east may not see the pedestrian.	Pedestrian	Pedestrian Safety
78uzg6j4ccr9	2026-02-13 18:07:26	POINT (-121.730959 37.679933)	Yes	East Ave & Mitra St	East Ave	Mitra St	Cross walk is long and traffic turning left onto east may not see the pedestrian.	Pedestrian	Limited Visibility
78uzg6j4ccr9	2026-02-13 18:07:26	POINT (-121.721061 37.679906)	Yes	East Ave & Research Dr	East Ave	Research Dr	Cross walk is long and traffic turning left onto east may not see the pedestrian.	Pedestrian	Curve Unsafe
78uzg6j4ccr9	2026-02-13 18:07:26	POINT (-121.761781 37.680481)	Yes	Maple St & 6th St	Maple St	6th St	Make one crosswalk. Two DIAGONAL crosswalks seem to confuse people. Add flashing lights. Add a center barrier so people do not perform a U turn from in from of the high school to go back towards east Ave.	Pedestrian	Intersection Safety
78uzg6j4ccr9	2026-02-13 18:07:26	POINT (-121.761781 37.680481)	Yes	Maple St & 6th St	Maple St	6th St	Make one crosswalk. Two DIAGONAL crosswalks seem to confuse people. Add flashing lights. Add a center barrier so people do not perform a U turn from in from of the high school to go back towards east Ave.	Pedestrian	Pedestrian Safety
6ko2czi8g979	2026-02-12 23:54:30	POINT (-121.793399 37.669546)	Yes	El Caminito & Encino Dr	El Caminito	Encino Dr	Many vehicles fail to come to a stop and check for pedestrians, kids walking home from school, or bikers. They seem to think the Stop sign is a suggestion and not required. This occurs at all the Stop signs around the pinned location. I have brought this to the City's attention before without any action being taken. Virtually no	Pedestrian	Law Enforcement
6ko2czi8g979	2026-02-12 23:54:30	POINT (-121.793399 37.669546)	Yes	El Caminito & Encino Dr	El Caminito	Encino Dr	Many vehicles fail to come to a stop and check for pedestrians, kids walking home from school, or bikers. They seem to think the Stop sign is a suggestion and not required. This occurs at all the Stop signs around the pinned location. I have brought this to the City's attention before without any action being taken. Virtually no	Pedestrian	Traffic Sign Violations
7ukv4xxk6er4	2026-02-13 05:23:48	POINT (-121.777407 37.679092)	Yes	First St & P St	First St	P St	As cars come around Holmes to first into downtown they are speeding and it's a partially blind turn. This is an extremely dangerous intersection with the shopping complex turn. This crosswalk is dangerous to walk in people rarely stop and there are lots of near miss accidents. As the "gateway" inti downtown would really like to see west first street properly addressed as we have expanded our beautiful downtown.	Pedestrian	Speeding
7ukv4xxk6er4	2026-02-13 05:23:48	POINT (-121.777407 37.679092)	Yes	First St & P St	First St	P St	As cars come around Holmes to first into downtown they are speeding and it's a partially blind turn. This is an extremely dangerous intersection with the shopping complex turn. This crosswalk is dangerous to walk in people rarely stop and there are lots of near miss accidents. As the "gateway" inti downtown would really like to see west first street properly addressed as we have expanded our beautiful downtown.	Pedestrian	Limited Visibility

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
328wsr29szs9	2026-02-13 17:49:54	POINT (-121.77553 37.677181)	Yes	Fourth St & P St	Fourth St	P St	I live on fourth street and it is a daily safety concern given the incredibly high speeds. There needs to be more enforcement here and either speed bumps or timed signals to address these safety concerns.	Motor Vehicle	Law Enforcement
328wsr29szs9	2026-02-13 17:49:54	POINT (-121.77553 37.677181)	Yes	Fourth St & P St	Fourth St	P St	I live on fourth street and it is a daily safety concern given the incredibly high speeds. There needs to be more enforcement here and either speed bumps or timed signals to address these safety concerns.	Motor Vehicle	Speeding
4nk6odu6xgm3	2026-02-14 00:08:54	POINT (-121.787814 37.678136)	Yes	Murrieta Blvd & Stanley Blvd	Murrieta Blvd	Stanley Blvd	Traffic driving south or west in the turn lanes do not check for pedestrians.	Motor Vehicle	Pedestrian Safety
4nk6odu6xgm3	2026-02-14 00:08:54	POINT (-121.77992 37.675918)	Yes	Murrieta Blvd & Holmes St	Murrieta Blvd	Holmes St	Traffic turning right from Murietta onto Holmes tends to barrel through the intersection rather than checking for pedestrians.	Pedestrian	Intersection Safety
4nk6odu6xgm3	2026-02-14 00:08:54	POINT (-121.77992 37.675918)	Yes	Murrieta Blvd & Holmes St	Murrieta Blvd	Holmes St	Traffic turning right from Murietta onto Holmes tends to barrel through the intersection rather than checking for pedestrians.	Pedestrian	Pedestrian Safety
4nk6odu6xgm3	2026-02-14 00:08:54	POINT (-121.78941 37.660927)	Yes	Neptune Rd & Concannon Blvd	Neptune Rd	Concannon Blvd	A flashing light at the cross walk would be nice. The median makes it hard for east bound traffic on Concannon to see a pedestrian crossing.	Pedestrian	Pedestrian Safety
4nk6odu6xgm3	2026-02-14 00:08:54	POINT (-121.78941 37.660927)	Yes	Neptune Rd & Concannon Blvd	Neptune Rd	Concannon Blvd	A flashing light at the cross walk would be nice. The median makes it hard for east bound traffic on Concannon to see a pedestrian crossing.	Pedestrian	Limited Visibility
4jp38epw8aaa	2026-02-06 14:50:28	POINT (-121.798492 37.663955)	Yes	Murdell Ln & Carnelian Ln	Murdell Ln	Carnelian Ln	Drivers do not yield to children crossing the street to and from school.	Pedestrian	School Safety
4jp38epw8aaa	2026-02-06 14:50:28	POINT (-121.800304 37.663374)	Yes	Carnelian Ln & Obsidian Way	Carnelian Ln	Obsidian Way	Drivers do not slow or stop at stop sign. I regularly see drivers on Carnelian go 20-30 mph through this intersection.	Motor Vehicle	Traffic Sign Violations
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.753449 37.672448)	No	Livermore Ave	Livermore Ave		Drivers speed and don't stop for pedestrian crossing. People are entering Livermore (northbound from Tesla) at 40+ mph. I live on Chateau way and witness people speeding/not stopping for pedestrians daily.	Pedestrian	Pedestrian Safety
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.753449 37.672448)	No	Livermore Ave	Livermore Ave		Drivers speed and don't stop for pedestrian crossing. People are entering Livermore (northbound from Tesla) at 40+ mph. I live on Chateau way and witness people speeding/not stopping for pedestrians daily.	Pedestrian	Speeding
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.758815 37.675856)	Yes	Livermore Ave & Carmen Ave	Livermore Ave	Carmen Ave	Pedestrians frequently cross here. Consider putting in crosswalk and light to help improve traffic turning from pacific onto south Livermore ave.	Pedestrian	Intersection Safety
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.758815 37.675856)	Yes	Livermore Ave & Carmen Ave	Livermore Ave	Carmen Ave	Pedestrians frequently cross here. Consider putting in crosswalk and light to help improve traffic turning from pacific onto south Livermore ave.	Pedestrian	Pedestrian Safety
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.757081 37.674779)	Yes	Livermore Ave & College Ave	Livermore Ave	College Ave	Needs pedestrian signal. Cars often don't stop for pedestrians.	Pedestrian	Intersection Safety
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.766357 37.67446)	Yes	College Ave & Chateau Way	College Ave	Chateau Way	Needs pedestrian signal. Cars often don't stop for pedestrians. Also consider no parking near crosswalk. On Sundays church traffic fills up college making it difficult for cars turning from Angelica to turn onto college.	Pedestrian	Law Enforcement
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.766357 37.67446)	Yes	College Ave & Chateau Way	College Ave	Chateau Way	Needs pedestrian signal. Cars often don't stop for pedestrians. Also consider no parking near crosswalk. On Sundays church traffic fills up college making it difficult for cars turning from Angelica to turn onto college.	Pedestrian	Pedestrian Safety
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.768224 37.665713)	Yes	Arroyo Rd & Vancouver Way	Arroyo Rd	Vancouver Way	Needs a signal. Poor visibility for cars turning left onto arroyo from Vancouver. Hard for children to cross arroyo before/after school due to 35mph zone and no pedestrian signal.	Pedestrian	Pedestrian Safety
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.766693 37.679795)	Yes	I St & Fourth St	I St	Fourth St	Hard for pedestrians to cross 4th street unless you walk to L street or South Livermore ave. There are few places for pedestrians to safely cross 4th street.	Pedestrian	Intersection Safety
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.766693 37.679795)	Yes	I St & Fourth St	I St	Fourth St	Hard for pedestrians to cross 4th street unless you walk to L street or South Livermore ave. There are few places for pedestrians to safely cross 4th street.	Pedestrian	Pedestrian Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.768397 37.682061)	Yes	Livermore Ave & First St	Livermore Ave	First St	Consider putting in protected 4 way/diagonal crosswalks at intersection of 1st street & South Livermore ave. This would help prevent traffic back ups from pedestrians blocking right/left hand turns. (It works well in old town Pasadena)	Pedestrian	Pedestrian Safety
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.768397 37.682061)	Yes	Livermore Ave & First St	Livermore Ave	First St	Consider putting in protected 4 way/diagonal crosswalks at intersection of 1st street & South Livermore ave. This would help prevent traffic back ups from pedestrians blocking right/left hand turns. (It works well in old town Pasadena)	Pedestrian	Intersection Safety
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.764156 37.677516)	Yes	H St & 7th St	H St	7th St	Needs a 4-way stop. Not safe for children and/or families crossing the street to go to Bothwell park. Last weekend we almost hit by a car when attempting to cross the street to go to a park. Cars cannot easily see pedestrians and people speed through here	Pedestrian	Speeding
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.764156 37.677516)	Yes	H St & 7th St	H St	7th St	Needs a 4-way stop. Not safe for children and/or families crossing the street to go to Bothwell park. Last weekend we almost hit by a car when attempting to cross the street to go to a park. Cars cannot easily see pedestrians and people speed through here	Pedestrian	Pedestrian Safety
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.755223 37.662505)	Yes	an Vincente Dr & Concannon Blv	San Vincente Dr	Concannon Blvd	Cars speed through here. It's hard to cross at intersection of Concannon and San Vincente as cars do not stop for pedestrians. Also very narrow bike lane on Concannon between Tesla and Arroyo make it difficult for cars and bikes to share the road safely. Consider expanding bike lane, especially between Tesla and San Vincente drive.	Bicycle	Narrow Road
3dr8tuu74aka	2026-01-28 03:07:31	POINT (-121.755223 37.662505)	Yes	an Vincente Dr & Concannon Blv	San Vincente Dr	Concannon Blvd	Cars speed through here. It's hard to cross at intersection of Concannon and San Vincente as cars do not stop for pedestrians. Also very narrow bike lane on Concannon between Tesla and Arroyo make it difficult for cars and bikes to share the road safely. Consider expanding bike lane, especially between Tesla and San Vincente drive.	Bicycle	Speeding
8iz6ep36bmr6	2026-01-23 00:15:10	POINT (-121.729941 37.717128)	Yes	Scenic Ave & Mt Diablo Way	Scenic Ave	Mt Diablo Way	Stop sign running	Motor Vehicle	Traffic Sign Violations
8iz6ep36bmr6	2026-01-23 00:15:10	POINT (-121.727286 37.717118)	Yes	Central Ave & Scenic Ave	Central Ave	Scenic Ave	Stop sign running	Motor Vehicle	Traffic Sign Violations
88esp2xck9h4	2026-01-21 01:29:23	POINT (-121.732825 37.680019)	Yes	East Ave & Mines Rd	East Ave	Mines Rd	I was walking my two young kids across the road slowly. A car turning right was stopped. The car behind it beeped and drove aggressively around the stopped car to turn right, almost hitting us. Also, no pedestrian crossing over East on this side, which could have reduced crossings for us when taking kids to Livermore Playschool.	Pedestrian	Intersection Safety
88esp2xck9h4	2026-01-21 01:29:23	POINT (-121.732825 37.680019)	Yes	East Ave & Mines Rd	East Ave	Mines Rd	I was walking my two young kids across the road slowly. A car turning right was stopped. The car behind it beeped and drove aggressively around the stopped car to turn right, almost hitting us. Also, no pedestrian crossing over East on this side, which could have reduced crossings for us when taking kids to Livermore Playschool.	Pedestrian	Pedestrian Safety
88esp2xck9h4	2026-01-21 01:29:23	POINT (-121.733651 37.679792)	Yes	East Ave & Mines Rd	East Ave	Mines Rd	High fence makes zero visibility for pedestrians until they are in front of the vehicle coming out of the parking lot.	Pedestrian	Pedestrian Safety
88esp2xck9h4	2026-01-21 01:29:23	POINT (-121.733651 37.679792)	Yes	East Ave & Mines Rd	East Ave	Mines Rd	High fence makes zero visibility for pedestrians until they are in front of the vehicle coming out of the parking lot.	Pedestrian	Limited Visibility
88esp2xck9h4	2026-01-21 01:29:23	POINT (-121.728193 37.683188)	Yes	Kathy Way & Irene Way	Kathy Way	Irene Way	No crosswalk across Kathy Way to school grounds. This forces students to cross without a crosswalk or have to cross the intersection twice, meaning twice the danger.	Pedestrian	School Safety
8khk6ysm6gc6	2026-01-21 05:12:30	POINT (-121.766592 37.679845)	Yes	I St & Fourth St	I St	Fourth St	cross walk not respected by drivers. drivers too fast	Motor Vehicle	Pedestrian Safety
8khk6ysm6gc6	2026-01-21 05:12:30	POINT (-121.767876 37.679504)	Yes	J St & Fourth St	J St	Fourth St	crosswalk not respected by drivers. drivers too fast.	Motor Vehicle	Intersection Safety
8khk6ysm6gc6	2026-01-21 05:12:30	POINT (-121.762467 37.67822)	Yes	Livermore Ave & 7th St	Livermore Ave	7th St	cross traffic is awkward. puts pedestrians in crosswalk at risk.	Motor Vehicle	Pedestrian Safety
8khk6ysm6gc6	2026-01-21 05:12:30	POINT (-121.768814 37.687967)	Yes	Junction Ave & Enos Way	Junction Ave	Enos Way	frequent parking in crosswalk	Pedestrian	Pedestrian Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
86iu96amc6ka	2026-01-23 21:35:23	POINT (-121.785799 37.700115)	No	Portola Ave	Portola Ave		it's so dangerous riding my bike in the bike lane because folks drive really, really fast	Bicycle	Speeding
86iu96amc6ka	2026-01-23 21:35:23	POINT (-121.755091 37.680041)	Yes	East Ave & Jensen St	East Ave	Jensen St	The crossing here is so dangerous for kids walking or riding their bikes because it just depends on drivers paying attention to the flashing lights and many drivers go over the 30 mile speed limit. Maybe having an additional crossing guard would help	Pedestrian	Speeding
86iu96amc6ka	2026-01-23 21:35:23	POINT (-121.755091 37.680041)	Yes	East Ave & Jensen St	East Ave	Jensen St	The crossing here is so dangerous for kids walking or riding their bikes because it just depends on drivers paying attention to the flashing lights and many drivers go over the 30 mile speed limit. Maybe having an additional crossing guard would help	Pedestrian	School Safety
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.76771 37.68149)	Yes	Livermore Ave & Second St	Livermore Ave	Second St	Parked cars obscure pedestrians.	Pedestrian	Limited Visibility
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.755046 37.679892)	Yes	East Ave & Jensen St	East Ave	Jensen St	Lighting is too low to see pedestrians in at night who where dark clothes (most of them)	Pedestrian	Limited Visibility
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.751654 37.679935)	Yes	East Ave & Estates St	East Ave	Estates St	lane dividing lanes don't line up since the bollards were added, so someone almost sideswiped me.	Motor Vehicle	Intersection Safety
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.742718 37.680001)	Yes	East Ave & Madison Ave	East Ave	Madison Ave	Lots. Timing of light change for pedestrians is slow. Telephone poles on the north side obscure view of ebikes who run red lights--we almost got run into by one.	Pedestrian	Traffic Sign Violations
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.748563 37.676859)	Yes	Hillcrest Ave & Drake Way	Hillcrest Ave	Drake Way	The visibility of the bike-pedestrian path is very low for Hillcrest drivers. Lots of marked crossing paths are needed.	Bicycle	Limited Visibility
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.748563 37.676859)	Yes	Hillcrest Ave & Drake Way	Hillcrest Ave	Drake Way	The visibility of the bike-pedestrian path is very low for Hillcrest drivers. Lots of marked crossing paths are needed.	Pedestrian	Pavement Condition
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.748573 37.675239)	Yes	Hillcreat Ave & Findlay Way	Hillcreat Ave	Findlay Way	visibility is poor due to bushes on NW corner. Some bicyclists don't pause where visible to cars.	Bicycle	Limited Visibility
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.739123 37.679973)	Yes	East Ave & Loyola Way	East Ave	Loyola Way	timing of light for pedestrians is terrible. Sometimes there is not a car in sight, so we walk anyway and are across the street before the pedestrian walk light comes up.	Pedestrian	Pedestrian Safety
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.730942 37.679747)	Yes	East Ave & Mitra St	East Ave	Mitra St	Some sort of pedestrian crossing signal is needed. I was told that the yellow flashing lights as at other locations are the only option, but I have seen more "in-your-face" overhead flashing red lights in Fremont and the peninsula. They should be standard	Pedestrian	Sign Upgrade
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.730942 37.679747)	Yes	East Ave & Mitra St	East Ave	Mitra St	Some sort of pedestrian crossing signal is needed. I was told that the yellow flashing lights as at other locations are the only option, but I have seen more "in-your-face" overhead flashing red lights in Fremont and the peninsula. They should be standard	Pedestrian	Pedestrian Safety
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.752149 37.676215)	Yes	Pacific Ave & Fire Ln	Pacific Ave	Fire Ln	The ramp to the bike lane was changed to a curb at the completion of East Ave School renovations. This makes no sense.	Motor Vehicle	Road Safety
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.754869 37.679851)	Yes	East Ave & Jensen St	East Ave	Jensen St	The entrance to these apartments is terrible. Cars stop abruptly, partially blocking the right lane	Motor Vehicle	Road Safety
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.751246 37.679826)	Yes	East Ave & Estates St	East Ave	Estates St	Cars stop in the right lane to get in to the drop-off/pick-up loop. The bollards made the problem much worse. Here is the most appropriate place to replace the bollards with a traffic hump (more like Tesla Road). Also, opening a drop-off/pickup location at the end of Pacific Avenue would reduce the congestion here.	Motor Vehicle	Intersection Safety
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.762371 37.678242)	Yes	Livermore Ave & 7th St	Livermore Ave	7th St	Visibility of traffic on Livermore Ave is poor for people trying to cross on 7th street. This is aggravated by people driving 45-50 mph on Livermore Ave. Either a speed hump or a stop sign is needed	Motor Vehicle	Limited Visibility
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.762371 37.678242)	Yes	Livermore Ave & 7th St	Livermore Ave	7th St	Visibility of traffic on Livermore Ave is poor for people trying to cross on 7th street. This is aggravated by people driving 45-50 mph on Livermore Ave. Either a speed hump or a stop sign is needed	Motor Vehicle	Speeding

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
7nk78bet3ea4	2026-01-27 15:36:18	POINT (-121.765156 37.680067)	Yes	East Ave & Livermore Ave	East Ave	Livermore Ave	This is a terrible intersection for bikes. A viable alternative is needed. Maybe a bike connection to McLeod then turn on fourth. Maybe a bike left turn onto Fifth Street	Bicycle	Intersection Safety
8d8yai7gb7n7	2026-01-24 06:03:03	POINT (-121.799073 37.660744)	Yes	Concannon Blvd & Murdell Ln	Concannon Blvd	Murdell Ln	Safety	Motor Vehicle	Intersection Safety
4gt9x6b6z428	2026-01-24 15:59:08	POINT (-121.752828 37.691164)	Yes	First St & Portola Ave	First St	Portola Ave	Near miss with traffic merging onto Portola.	Motor Vehicle	Road Safety
8wc9vpi364g9	2026-01-24 18:20:07	POINT (-121.755038 37.679857)	Yes	East Ave & Jensen St	East Ave	Jensen St	You can't see people about to cross the sign is too old and the lights on it insufficient.	Pedestrian	Limited Visibility
8wc9vpi364g9	2026-01-24 18:20:07	POINT (-121.755038 37.679857)	Yes	East Ave & Jensen St	East Ave	Jensen St	You can't see people about to cross the sign is too old and the lights on it insufficient.	Pedestrian	Sign Upgrade
8wc9vpi364g9	2026-01-24 18:20:07	POINT (-121.75062 37.679823)	No	East Ave	East Ave		The bus stop is between the two cross walks which makes sense until you realize that the crosswalks are both too far away and so people jay walk here to get to the other side.	Pedestrian	Intersection Safety
8wc9vpi364g9	2026-01-24 18:20:07	POINT (-121.75062 37.679823)	No	East Ave	East Ave		The bus stop is between the two cross walks which makes sense until you realize that the crosswalks are both too far away and so people jay walk here to get to the other side.	Pedestrian	Pedestrian Safety
637syn6pzu76	2026-01-25 17:28:21	POINT (-121.750869 37.679905)	No	East Ave	East Ave		Maniac driving for school drop offs.	Motor Vehicle	School Safety
43hpg6ueh838	2026-02-01 18:51:29	POINT (-121.780364 37.674318)	No	Arroyo Bike Trail	Arroyo Bike Trail		Opening of gates to allow bicycles and pedestrians to use under crossing, safer than crossing signals	Bicycle	Intersection Safety
43hpg6ueh838	2026-02-01 18:51:29	POINT (-121.803893 37.651627)	No	Vineyard Ave	Vineyard Ave		Keep this gate open as the safest method for cyclists to go westbound through Isabel intersection.	Bicycle	Bicycle Safety
43hpg6ueh838	2026-02-01 18:51:29	POINT (-121.749571 37.667217)	No	Arroyo Bike Trail	Arroyo Bike Trail		Open this narrow pathway to allow pedestrians and bicyclists (walking) to more easily pass under roadway as alternative to get to previous trail that got washed out	Bicycle	Narrow Road
43hpg6ueh838	2026-02-01 18:51:29	POINT (-121.804127 37.676057)	Yes	Isabel Ave & Stanley Blvd	Isabel Ave	Stanley Blvd	This interaction is still dangerous since Boyle got killed here in Dec 2020. Considering No Turn on Red when crosswalk signal is On.	Pedestrian	Traffic Sign Violations
43hpg6ueh838	2026-02-01 18:51:29	POINT (-121.804127 37.676057)	Yes	Isabel Ave & Stanley Blvd	Isabel Ave	Stanley Blvd	This interaction is still dangerous since Boyle got killed here in Dec 2020. Considering No Turn on Red when crosswalk signal is On.	Pedestrian	Pedestrian Safety
8k7kg6bsb2ea	2026-02-06 01:46:17	POINT (-121.742435 37.679908)	Yes	East Ave & Madison Ave	East Ave	Madison Ave	Car not stopping at the red light	Motor Vehicle	Traffic Sign Violations
8k7kg6bsb2ea	2026-02-06 01:46:17	POINT (-121.735062 37.665289)	Yes	Tesla Rd & Buena Vista Ave	Tesla Rd	Buena Vista Ave	No red light to cross street during rush hour	Motor Vehicle	Speeding
3d4fhx9azo64	2026-02-06 01:34:59	POINT (-121.768127 37.653872)	Yes	Arroyo Rd & Superior Dr	Arroyo Rd	Superior Dr	Unsafe to walk across Arroyo due to high speeds of vehicles	Pedestrian	Pedestrian Safety
3d4fhx9azo64	2026-02-06 01:34:59	POINT (-121.768127 37.653872)	Yes	Arroyo Rd & Superior Dr	Arroyo Rd	Superior Dr	Unsafe to walk across Arroyo due to high speeds of vehicles	Motor Vehicle	Speeding
3d4fhx9azo64	2026-02-06 01:34:59	POINT (-121.773787 37.654114)	Yes	Superior Dr & Crater Rd	Superior Dr	Crater Rd	Unsafe speeds on Superior. A roundabout would be nice to have here at this location. There have been minor non-injury collisions at this location. The Roadways in this neighborhood are very wide which results in drivers speeding	Motor Vehicle	Speeding
4wc767jt4pw8	2026-02-06 03:35:58	POINT (-121.719009 37.671378)	Yes	Charlotte Way & Vasco Rd	Charlotte Way	Vasco Rd	speed, drivers not stopping	Motor Vehicle	Speeding
6fk7uol6co9a	2026-02-06 02:37:07	POINT (-121.768786 37.672144)	No	Arroyo Bike Trail	Arroyo Bike Trail		E-bikes	Bicycle	Bicycle Safety
7ns2oy3wj3l3	2026-02-06 02:45:23	POINT (-121.7571 37.676214)	Yes	Pacific Ave & Dolores St	Pacific Ave	Dolores St	Have been almost hit crossing the street by police vehicles that have not stopped at the stop sing at least 6 times in the last two years.	Pedestrian	Law Enforcement
7ns2oy3wj3l3	2026-02-06 02:45:23	POINT (-121.7571 37.676214)	Yes	Pacific Ave & Dolores St	Pacific Ave	Dolores St	Have been almost hit crossing the street by police vehicles that have not stopped at the stop sing at least 6 times in the last two years.	Pedestrian	Traffic Sign Violations
4rk9cl7fcl9	2026-02-06 02:47:17	POINT (-121.772627 37.687168)	Yes	Walnut St & N K St	Walnut St	N K St	No stop sign leading to excessive speeding	Motor Vehicle	Speeding
47wha2xw4pk6	2026-02-06 04:04:41	POINT (-121.805297 37.689033)	Yes	Isabel Ave & Jack London Blvd	Isabel Ave	Jack London Blvd	Super difficult and dangerous to get to the bike lane at this intersection. Cars come in hot.	Bicycle	Bicycle Safety
47wha2xw4pk6	2026-02-06 04:04:41	POINT (-121.791232 37.688986)	Yes	Murrieta Blvd & Jack London Blvd	Murrieta Blvd	Jack London Blvd	The protected bike lane is great but it seems to confuse drivers into thinking I'm not going to also turn right.	Bicycle	Bicycle Safety
2l6gbt66vdc	2026-02-06 05:23:18	POINT (-121.733203 37.680019)	Yes	East Ave & Mines Rd	East Ave	Mines Rd	Cars not yielding to oncoming bikes.	Motor Vehicle	Bicycle Safety
2rs6ivy86it6	2026-02-06 06:10:43	POINT (-121.766966 37.674182)	No	College Ave	College Ave		Speeding	Motor Vehicle	Speeding
8we7chk4ep6	2026-02-06 06:15:38	POINT (-121.770117 37.678703)	Yes	Fourth St & S L St	Fourth St	S L St	Running red light especially east on 4th	Motor Vehicle	Traffic Sign Violations
47plz2wrl3na	2026-02-06 08:34:47	POINT (-121.728521 37.717087)	No	Scenic Ave	Scenic Ave		More traffic guards or lights to help kids get to school and stop people from not obeying the traffic laws(not stopping at signs or for pedestrians parking illegally and U Turing over the double yellow	Pedestrian	Law Enforcement

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
47plz2wrl3na	2026-02-06 08:34:47	POINT (-121.728521 37.717087)	No	Scenic Ave	Scenic Ave		More traffic guards or lights to help kids get to school and stop people from not obeying the traffic laws(not stopping at signs or for pedestrians parking illegally and U Turing over the double yellow	Pedestrian	School Safety
47plz2wrl3na	2026-02-06 08:34:47	POINT (-121.732523 37.720019)	Yes	Broadmoor St & Crestmont Ave	Broadmoor St	Crestmont Ave	ALOT. Of kids cross here and cars takes ever want to stop and let them across all down this street when they get out of school	Pedestrian	Pedestrian Safety
47plz2wrl3na	2026-02-06 08:34:47	POINT (-121.732523 37.720019)	Yes	Broadmoor St & Crestmont Ave	Broadmoor St	Crestmont Ave	ALOT. Of kids cross here and cars takes ever want to stop and let them across all down this street when they get out of school	Pedestrian	School Safety
47plz2wrl3na	2026-02-06 08:34:47	POINT (-121.735642 37.7079)	Yes	Bluebell Dr & Sunflower Ct	Bluebell Dr	Sunflower Ct	A light would be good here the traffic gets crazy backed up at this sign	Motor Vehicle	Traffic Sign Violations
47plz2wrl3na	2026-02-06 08:34:47	POINT (-121.735642 37.7079)	Yes	Bluebell Dr & Sunflower Ct	Bluebell Dr	Sunflower Ct	A light would be good here the traffic gets crazy backed up at this sign	Motor Vehicle	Intersection Safety
9is64i4233t8	2026-02-06 10:27:00	POINT (-121.724025 37.716583)	Yes	Scenic Ave & Vasco Rd	Scenic Ave	Vasco Rd	The traffic lights do not favor people trying to make a left off of Vasco or crossing vasco	Motor Vehicle	Intersection Safety
9is64i4233t8	2026-02-06 10:27:00	POINT (-121.724025 37.716583)	Yes	Scenic Ave & Vasco Rd	Scenic Ave	Vasco Rd	The traffic lights do not favor people trying to make a left off of Vasco or crossing vasco	Motor Vehicle	Sign Upgrade
69klg2ciu9u6	2025-11-07 16:37:09	LINESTRING (-121.783321 37.68746, -121.782286 37.687485, -121.780234 37.688052, -121.777379 37.688944, -121.774129 37.689888)	No	Locust St	Locust St		I do see speed at this corridor could you please look at some safety measures to reduce speeding	Motor Vehicle	Speeding
4eb6xdc2wtd8	2025-12-25 15:28:20	LINESTRING (-121.722911 37.679943, -121.742841 37.679862)	No	East Ave	East Ave		Drivers during morning rush hour are aggressive and inconsiderate of cyclists. A protected two way cycle track would be welcome from Livermore to Vasco.	Bicycle	Bicycle Safety
4eb6xdc2wtd8	2025-12-25 15:28:20	LINESTRING (-121.722911 37.679943, -121.742841 37.679862)	No	East Ave	East Ave		Drivers during morning rush hour are aggressive and inconsiderate of cyclists. A protected two way cycle track would be welcome from Livermore to Vasco.	Bicycle	Speeding
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.763812 37.681866, -121.761295 37.684349, -121.760443 37.684636)	No	Fourth St	Fourth St		Young drivers frequently demonstrate their lack of knowledge and/or adherence to stop signs, signaling, and ROW.	Motor Vehicle	Traffic Sign Violations
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.763812 37.681866, -121.761295 37.684349, -121.760443 37.684636)	No	Fourth St	Fourth St		Young drivers frequently demonstrate their lack of knowledge and/or adherence to stop signs, signaling, and ROW.	Motor Vehicle	Law Enforcement
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.772977 37.69091, -121.769494 37.68342, -121.768501 37.681978, -121.758891 37.675923, -121.754996 37.673555)	No	Livermore Ave	Livermore Ave		Needs consistent cycling infrastructure. Lack of connectivity makes round trips difficult. Surprisingly walkable, drivable but not bikeable.	Bicycle	Bicycle Safety
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.740642 37.68887, -121.738103 37.687535, -121.73578 37.685007, -121.733389 37.681358, -121.733117 37.680031)	No	Mines Rd	Mines Rd		Crossing Mines from west neighborhoods to east neighborhoods is incredibly difficult on bike. Some measure of bike boxes to facilitate left turns would be appreciated. Difficult to make it into left lane with vehicles approaching at 40+ mph	Bicycle	Speeding
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.743423 37.698834, -121.745168 37.699712, -121.74807 37.700841, -121.751877 37.702024, -121.75632 37.702168, -121.760218 37.700554, -121.76253 37.699551, -121.767131 37.698654, -121.769488	No	Las Positos Rd	Las Positos Rd		Occasional pedestrian and cycling activity witnessed is dangerous in hilly shoulders. Advance a multiuse path project.	Pedestrian	Narrow Road
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.743423 37.698834, -121.745168 37.699712, -121.74807 37.700841, -121.751877 37.702024, -121.75632 37.702168, -121.760218 37.700554, -121.76253 37.699551, -121.767131 37.698654, -121.769488	No	Las Positos Rd	Las Positos Rd		Occasional pedestrian and cycling activity witnessed is dangerous in hilly shoulders. Advance a multiuse path project.	Pedestrian	Pedestrian Safety
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.801105 37.676637, -121.787859 37.677917, -121.801029 37.676637)	No	Stanley Blvd	Stanley Blvd		E-bikes, dirtbikes, and motorized scooters (Vespa-style) are often driven on the sidewalk. People often park their cars in the bike lane, sometimes right next to "NO PARKING" signs	Pedestrian	Law Enforcement
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.801105 37.676637, -121.787859 37.677917, -121.801029 37.676637)	No	Stanley Blvd	Stanley Blvd		E-bikes, dirtbikes, and motorized scooters (Vespa-style) are often driven on the sidewalk. People often park their cars in the bike lane, sometimes right next to "NO PARKING" signs	Pedestrian	Pedestrian Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.732292 37.697923, -121.708224 37.707813)	No	Las Positos Rd	Las Positos Rd		Cars, trucks, and semi trucks will often be parked along the bike lanes, or block sidewalks/bike lanes/parts of the street with how they park on driveways	Bicycle	Road Safety
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.732292 37.697923, -121.708224 37.707813)	No	Las Positos Rd	Las Positos Rd		Cars, trucks, and semi trucks will often be parked along the bike lanes, or block sidewalks/bike lanes/parts of the street with how they park on driveways	Bicycle	Law Enforcement
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.732292 37.697923, -121.708224 37.707813)	No	Las Positos Rd	Las Positos Rd		Cars, trucks, and semi trucks will often be parked along the bike lanes, or block sidewalks/bike lanes/parts of the street with how they park on driveways	Bicycle	Bicycle Safety
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.758106 37.68816, -121.756465 37.688769)	No	First St	First St		Motorists ignore the crosswalk, and pedestrians often try to dash across at odd spots (sometimes appearing inebriated)	Pedestrian	Pedestrian Safety
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.758106 37.68816, -121.756465 37.688769)	No	First St	First St		Motorists ignore the crosswalk, and pedestrians often try to dash across at odd spots (sometimes appearing inebriated)	Pedestrian	Traffic Sign Violations
9zr9h4pka4d4	2026-01-20 03:03:49	LINESTRING (-121.756264 37.688891, -121.754838 37.689599)	No	First St	First St		Getting "doored" while a passenger exits their vehicle. This not the normal side for a bike to pass a parked car so they do not look before throwing their door open. I have narrowly missed hitting doors numerous times and will only take that "protected" sidewalk/bike lane if traffic does not permit me to use the road.	Bicycle	Narrow Road
9zr9h4pka4d4	2026-01-20 03:03:49	LINESTRING (-121.756264 37.688891, -121.754838 37.689599)	No	First St	First St		Getting "doored" while a passenger exits their vehicle. This not the normal side for a bike to pass a parked car so they do not look before throwing their door open. I have narrowly missed hitting doors numerous times and will only take that "protected" sidewalk/bike lane if traffic does not permit me to use the road.	Bicycle	Road Safety
78vhe66zs2v6	2026-01-04 23:59:48	LINESTRING (-121.7229 37.706829, -121.724231 37.711854, -121.724445 37.711141, -121.7229 37.706659)	No	Vasco Rd	Vasco Rd		Biking here is extremely dangerous	Bicycle	Bicycle Safety
78vhe66zs2v6	2026-01-04 23:59:48	LINESTRING (-121.787786 37.702594, -121.79624 37.706906, -121.787829 37.70256)	No	Portola Ave	Portola Ave		Bike lanes here are often violated by automobiles	Bicycle	Bicycle Safety
78vhe66zs2v6	2026-01-04 23:59:48	LINESTRING (-121.789492 37.699204, -121.794942 37.700494, -121.796831 37.700426, -121.798418 37.699509, -121.799663 37.698423)	No	Airway Blvd	Airway Blvd		Riding bike here is extremely dangerous.	Bicycle	Bicycle Safety
78vhe66zs2v6	2026-01-04 23:59:48	LINESTRING (-121.733105 37.680044, -121.764899 37.680002, -121.733105 37.679918)	No	East Ave	East Ave		Riding bike here is extremely dangerous. I have experienced many very dangerous situations here.	Bicycle	Speeding
78vhe66zs2v6	2026-01-04 23:59:48	LINESTRING (-121.733105 37.680044, -121.764899 37.680002, -121.733105 37.679918)	No	East Ave	East Ave		Riding bike here is extremely dangerous. I have experienced many very dangerous situations here.	Bicycle	Road Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
6gz83hr6thn9	2026-01-16 22:55:49	LINESTRING (-121.759412 37.684906, -121.759862 37.684756, -121.759192 37.684926, -121.758899 37.685016, -121.758378 37.685196, -121.75817 37.685271, -121.757758 37.685394, -121.75746 37.685511, -121.757095 37.685586, -121.756769 37.685687, -121.756508 37.685739, -121.756243 37.685855, -121.756002 37.685975, -121.755387 37.68611, -121.755079 37.686204, -121.754587 37.686312, -121.75435 37.686361, -121.753773 37.686593, -121.75347 37.686694, -121.754208 37.686398, -121.753621 37.686638, -121.753451 37.686732, -121.753115 37.686825, -121.752736 37.6869, -121.752405 37.686975, -	No	Madeira Way	Madeira Way		High speed traffic on Madeira poses a risk to everyone. This is a high traffic route from the high school and First street into the Jensen neighborhood.	Pedestrian	School Safety
6gz83hr6thn9	2026-01-16 22:55:49	LINESTRING (-121.759412 37.684906, -121.759862 37.684756, -121.759192 37.684926, -121.758899 37.685016, -121.758378 37.685196, -121.75817 37.685271, -121.757758 37.685394, -121.75746 37.685511, -121.757095 37.685586, -121.756769 37.685687, -121.756508 37.685739, -121.756243 37.685855, -121.756002 37.685975, -121.755387 37.68611, -121.755079 37.686204, -121.754587 37.686312, -121.75435 37.686361, -121.753773 37.686593, -121.75347 37.686694, -121.754208 37.686398, -121.753621 37.686638, -121.753451 37.686732, -121.753115 37.686825, -121.752736 37.6869, -121.752405 37.686975, -	No	Madeira Way	Madeira Way		High speed traffic on Madeira poses a risk to everyone. This is a high traffic route from the high school and First street into the Jensen neighborhood.	Pedestrian	Speeding
6x3k77k3teg9	2026-01-17 02:21:33	LINESTRING (-121.843609 37.697051, -121.847348 37.697545)	No	Jack London Blvd	Jack London Blvd		Bicyclists trafeling west bound must cross 2 lanes of right turn lanes to go straight through the El Charro intersection	Bicycle	Intersection Safety
6x3k77k3teg9	2026-01-17 02:21:33	LINESTRING (-121.843609 37.697051, -121.847348 37.697545)	No	Jack London Blvd	Jack London Blvd		Bicyclists trafeling west bound must cross 2 lanes of right turn lanes to go straight through the El Charro intersection	Bicycle	Bicycle Safety
6x3k77k3teg9	2026-01-17 02:21:33	LINESTRING (-121.84807 37.699647, -121.850038 37.702372)	No	El Charro Rd	El Charro Rd		Overpasses without adequate bicycle facilities - stop lights on on/off ramps, wider, protected bike lanes on the straight parts	Bicycle	Narrow Road
6x3k77k3teg9	2026-01-17 02:21:33	LINESTRING (-121.84807 37.699647, -121.850038 37.702372)	No	El Charro Rd	El Charro Rd		Overpasses without adequate bicycle facilities - stop lights on on/off ramps, wider, protected bike lanes on the straight parts	Bicycle	Bicycle Safety
6x3k77k3teg9	2026-01-17 02:21:33	LINESTRING (-121.784402 37.695475, -121.790634 37.692101, -121.790929 37.689168)	No	Murrieta Blvd	Murrieta Blvd		no bike lanes - fast moving traffic and have experienced drivers angry at slowing down for bicyclists	Bicycle	Speeding
6x3k77k3teg9	2026-01-17 02:21:33	LINESTRING (-121.784402 37.695475, -121.790634 37.692101, -121.790929 37.689168)	No	Murrieta Blvd	Murrieta Blvd		no bike lanes - fast moving traffic and have experienced drivers angry at slowing down for bicyclists	Bicycle	Bicycle Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
84m6ha694zp9	2026-01-17 03:45:56	LINESTRING (-121.744317 37.690436, -121.74406 37.690863, -121.744475 37.691128, -121.745132 37.692097, -121.745608 37.692785, -121.745851 37.693346, -121.746286 37.69377, -121.746417 37.694099, -121.746721 37.694451, -121.747055 37.694627, -121.747268 37.694851, -121.747935	No	Mines Rd	Mines Rd		The bike lane is poorly placed and I and my grandchildren have both had dangerous incidents on this segment	Bicycle	Bicycle Safety
84m6ha694zp9	2026-01-17 03:45:56	LINESTRING (-121.772945 37.691329, -121.773087 37.691858, -121.773087 37.692202, -121.773077 37.692787, -121.773148 37.69341, -121.773219 37.69377, -121.773178 37.694242, -121.773072 37.695058, -121.773132 37.695338, -121.773213 37.695834, -121.773173 37.696979, -121.773426	No	Livermore Ave	Livermore Ave		Lack of bike lane makes this very dangerous	Bicycle	Bicycle Safety
84m6ha694zp9	2026-01-17 03:45:56	LINESTRING (-121.804857 37.707993, -121.804877 37.708257, -121.805019 37.708729, -121.805079 37.709041, -121.805039 37.709258, -121.805008 37.709722)	No	Collier Canyon Rd	Collier Canyon Rd		This bike lane should NOT be inside the turn lane!!	Bicycle	Bicycle Safety
3xco8o4jfz48	2026-01-17 12:01:09	LINESTRING (-121.696072 37.695685, -121.696085 37.695785, -121.686661 37.694382, -121.675628 37.694162, -121.66644 37.68981, -121.660057 37.685907, -121.639595 37.686691, -121.636693 37.685543, -121.63031 37.685887, -121.629367 37.687552, -121.614642 37.686231, -121.605331 37.687322, -121.600761 37.685887, -121.596118 37.688068, -121.592636 37.69134, -121.59046 37.695875, -121.589517 37.697424, -121.587124 37.697195, -121.584585 37.700409, -	No	Patterson Pass Rd	Patterson Pass Rd		Narrow roads, no shoulder, no bike lane. Over speeding, very unsafe on weekdays both directions	Bicycle	Bicycle Safety
3xco8o4jfz48	2026-01-17 12:01:09	LINESTRING (-121.696072 37.695685, -121.696085 37.695785, -121.686661 37.694382, -121.675628 37.694162, -121.66644 37.68981, -121.660057 37.685907, -121.639595 37.686691, -121.636693 37.685543, -121.63031 37.685887, -121.629367 37.687552, -121.614642 37.686231, -121.605331 37.687322, -121.600761 37.685887, -121.596118 37.688068, -121.592636 37.69134, -121.59046 37.695875, -121.589517 37.697424, -121.587124 37.697195, -121.584585 37.700409, -	No	Patterson Pass Rd	Patterson Pass Rd		Narrow roads, no shoulder, no bike lane. Over speeding, very unsafe on weekdays both directions	Pedestrian	Speeding

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
3xco8o4jfz48	2026-01-17 12:01:09	LINESTRING (-121.696072 37.695685, -121.696085 37.695785, -121.686661 37.694382, -121.675628 37.694162, -121.66644 37.68981, -121.660057 37.685907, -121.639595 37.686691, -121.636693 37.685543, -121.63031 37.685887, -121.629367 37.687552, -121.614642 37.686231, -121.605331 37.687322, -121.600761 37.685887, -121.596118 37.688068, -121.592636 37.69134, -121.59046 37.695875, -121.589517 37.697424, -121.587124 37.697195, -121.584585 37.700409, -	No	Patterson Pass Rd	Patterson Pass Rd		Narrow roads, no shoulder, no bike lane. Over speeding, very unsafe on weekdays both directions	Pedestrian	Narrow Road
3xco8o4jfz48	2026-01-17 12:01:09	LINESTRING (-121.696072 37.695685, -121.696085 37.695785, -121.686661 37.694382, -121.675628 37.694162, -121.66644 37.68981, -121.660057 37.685907, -121.639595 37.686691, -121.636693 37.685543, -121.63031 37.685887, -121.629367 37.687552, -121.614642 37.686231, -121.605331 37.687322, -121.600761 37.685887, -121.596118 37.688068, -121.592636 37.69134, -121.59046 37.695875, -121.589517 37.697424, -121.587124 37.697195, -121.584585 37.700409, -	No	Patterson Pass Rd	Patterson Pass Rd		Narrow roads, no shoulder, no bike lane. Over speeding, very unsafe on weekdays both directions	Pedestrian	Pedestrian Safety
9pw8j6c662f6	2026-01-17 14:34:15	LINESTRING (-121.78522 37.694715, -121.790076 37.692857, -121.790978 37.690767, -121.791003 37.687154, -121.791047 37.681244, -121.79051 37.680414, -121.788941 37.679514)	No	Murrieta Blvd	Murrieta Blvd		Cars too close to cyclists, going southbound	Bicycle	Speeding
9pw8j6c662f6	2026-01-17 14:34:15	LINESTRING (-121.780388 37.672826, -121.78041 37.6704, -121.780386 37.667307, -121.780428 37.663614, -121.780307 37.660976)	No	Holmes St	Holmes St		Fast cars near cyclists, southbound	Bicycle	Speeding
99ln4vz89xh7	2026-01-17 17:43:28	LINESTRING (-121.74199 37.665277, -121.696962 37.665078)	No	Tesla Rd	Tesla Rd		Drivers go fast in this straightaway, and often violate the bike lane in attempts at intimidation.	Motor Vehicle	Bicycle Safety
99ln4vz89xh7	2026-01-17 17:43:28	LINESTRING (-121.74199 37.665277, -121.696962 37.665078)	No	Tesla Rd	Tesla Rd		Drivers go fast in this straightaway, and often violate the bike lane in attempts at intimidation.	Bicycle	Speeding
92tjk2at7ya7	2026-01-17 19:29:12	LINESTRING (-121.867518 37.595166, -121.857223 37.59765, -121.854627 37.597479, -121.852421 37.598078, -121.847294 37.601865, -121.846278 37.602344, -121.843747 37.602824, -121.840524 37.603955, -121.839854	No	Vallecitos Rd	Vallecitos Rd		Inconsistent signage, quality of pavement, width, and traffic debris along bike lane.	Bicycle	Sign Upgrade
92tjk2at7ya7	2026-01-17 19:29:12	LINESTRING (-121.839702 37.604246, -121.830012 37.607227, -121.825556 37.609659, -121.821619 37.610978, -121.811886 37.617795)	No	Vallecitos Rd	Vallecitos Rd		Inconsistent signage, quality of pavement, width, and traffic debris along bike lane.	Bicycle	Bicycle Safety
92tjk2at7ya7	2026-01-17 19:29:12	LINESTRING (-121.811861 37.617867, -121.810044 37.619528, -121.808768 37.622902, -121.807145 37.625128, -121.803274 37.627697)	No	Vallecitos Rd	Vallecitos Rd		Inconsistent signage, quality of pavement, width, and traffic debris along bike lane.	Bicycle	Narrow Road
92tjk2at7ya7	2026-01-17 19:29:12	LINESTRING (-121.803598 37.627712, -121.802225 37.63304, -121.799066 37.637607, -121.800852 37.643913, -121.804697 37.64837)	No	Vallecitos Rd	Vallecitos Rd		Inconsistent signage, quality of pavement, width, and traffic debris along bike lane.	Bicycle	Pavement Condition

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
3eyh4b8bhk29	2026-01-17 20:49:10	LINESTRING (-121.760288 37.684636, -121.760045 37.684713, -121.759766 37.684771, -121.759416 37.684864, -121.759081 37.684978, -121.75889 37.685072, -121.758528 37.685089)	No	Fourth St	Fourth St		Drivers speeding while kids are walking to school	Pedestrian	Speeding
6v8dce2abh2y	2026-01-10 16:16:00	LINESTRING (-121.738927 37.687919, -121.738108 37.68748)	No	Mines Rd	Mines Rd		For bikes in car lanes and turn lanes, the lights either do not trip or tigger for other directions.	Bicycle	Intersection Safety
6v8dce2abh2y	2026-01-10 16:16:00	LINESTRING (-121.738927 37.687919, -121.738108 37.68748)	No	Mines Rd	Mines Rd		For bikes in car lanes and turn lanes, the lights either do not trip or tigger for other directions.	Bicycle	Sign Upgrade
6v8dce2abh2y	2026-01-10 16:16:00	LINESTRING (-121.790894 37.688422, -121.790871 37.689047)	No	Murrieta Blvd	Murrieta Blvd		Lights are close together and sometimes cause confusion, especially when traveling north on Murietta sometimes the second light is seen and cars violate the first red light.	Motor Vehicle	Traffic Sign Violations
6v8dce2abh2y	2026-01-10 16:16:00	LINESTRING (-121.790894 37.688422, -121.790871 37.689047)	No	Murrieta Blvd	Murrieta Blvd		Lights are close together and sometimes cause confusion, especially when traveling north on Murietta sometimes the second light is seen and cars violate the first red light.	Motor Vehicle	Intersection Safety
2d3rp8opt7j4	2026-01-18 06:36:59	LINESTRING (-121.733621 37.681492, -121.733604 37.681415, -121.73401 37.681261, -121.734237 37.681171, -121.734383 37.681043, -121.734577 37.680902, -121.734723 37.680735, -121.73495 37.680632, -121.735534 37.680491, -121.735972 37.680529, -121.73701 37.680953, -121.737464 37.681351, -121.737723 37.681826, -121.737999 37.682185, -121.737902 37.682531, -121.737805 37.683045, -121.737886 37.683545, -121.737821 37.683853, -121.737399 37.684149, -	No	Dara Cir	Dana Cir		High traffic residential street (access to Community Center and apartment complex parking) and drivers often speed. Needs speed bumps to ensure safety for neighborhood kids.	Motor Vehicle	Speeding
2d3rp8opt7j4	2026-01-18 06:36:59	LINESTRING (-121.748249 37.680147, -121.747208 37.679993, -121.746146 37.679993, -121.745452 37.679904, -121.744942 37.679881, -121.743058 37.67996, -121.741754 37.680016, -121.739559 37.679971, -121.738397 37.67996, -121.736173 37.679881, -121.73511 37.67996, -121.732943 37.679859, -121.72925 37.679806, -121.726175 37.679974, -121.722903	No	East Ave	East Ave		Drivers speeding on East. Danger to pedestrians and bikers.	Pedestrian	Pedestrian Safety
2d3rp8opt7j4	2026-01-18 06:36:59	LINESTRING (-121.748249 37.680147, -121.747208 37.679993, -121.746146 37.679993, -121.745452 37.679904, -121.744942 37.679881, -121.743058 37.67996, -121.741754 37.680016, -121.739559 37.679971, -121.738397 37.67996, -121.736173 37.679881, -121.73511 37.67996, -121.732943 37.679859, -121.72925 37.679806, -121.726175 37.679974, -121.722903	No	East Ave	East Ave		Drivers speeding on East. Danger to pedestrians and bikers.	Bicycle	Speeding
3ty7zbb23ol7	2026-01-18 22:46:23	LINESTRING (-121.780422 37.676043, -121.769172 37.679076)	No	Fourth St	Fourth St		Drivers of cars treat 4th street like a highway. Dangerous to ride on walk across	Pedestrian	Speeding
3ty7zbb23ol7	2026-01-18 22:46:23	LINESTRING (-121.780422 37.676043, -121.769172 37.679076)	No	Fourth St	Fourth St		Drivers of cars treat 4th street like a highway. Dangerous to ride on walk across	Bicycle	Pedestrian Safety
3ty7zbb23ol7	2026-01-18 22:46:23	LINESTRING (-121.723025 37.706775, -121.724419 37.711225)	No	Vasco Rd	Vasco Rd		Crazy dangerous to try to cycle over 580 here. No easy alternative	Bicycle	Narrow Road
3ty7zbb23ol7	2026-01-18 22:46:23	LINESTRING (-121.723025 37.706775, -121.724419 37.711225)	No	Vasco Rd	Vasco Rd		Crazy dangerous to try to cycle over 580 here. No easy alternative	Bicycle	Road Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
8o7x9id8lnb9	2026-02-06 21:11:50	LINESTRING (-121.771796 37.679109, -121.771711 37.679119, -121.766863 37.680541, -121.766438 37.680669, -121.759922 37.676546, -121.765527 37.674777, -121.765375 37.674483, -121.768738 37.674461, -121.768906	No	Portola Ave	Portola Ave		Very dark streets; terrible sidewalks	Pedestrian	Limited Visibility
8o7x9id8lnb9	2026-02-06 21:11:50	LINESTRING (-121.771796 37.679109, -121.771711 37.679119, -121.766863 37.680541, -121.766438 37.680669, -121.759922 37.676546, -121.765527 37.674777, -121.765375 37.674483, -121.768738 37.674461, -121.768906	No	Portola Ave	Portola Ave		Very dark streets; terrible sidewalks	Pedestrian	Pedestrian Safety
8o7x9id8lnb9	2026-02-06 21:11:50	LINESTRING (-121.76034 37.679891, -121.742135 37.679916, -121.742139 37.679722, -121.760433 37.679715, -121.76039 37.679883)	No	East Airway Blvd	East Airway Blvd		Very dark sidewalk; no illumination or very poor illumination. People walking MUST use flashlights for their own safety.	Pedestrian	Limited Visibility
8o7x9id8lnb9	2026-02-06 21:11:50	LINESTRING (-121.76034 37.679891, -121.742135 37.679916, -121.742139 37.679722, -121.760433 37.679715, -121.76039 37.679883)	No	East Airway Blvd	East Airway Blvd		Very dark sidewalk; no illumination or very poor illumination. People walking MUST use flashlights for their own safety.	Pedestrian	Pedestrian Safety
7te6vdp8kt47	2026-02-07 01:32:35	LINESTRING (-121.746028 37.681413, -121.746011 37.681357, -121.74603 37.681313, -121.746061 37.681292)	No	Murrieta Blvd	Murrieta Blvd		People park ON the corner. You can't see to get onto Hayes until you're actually on Hayes. Every day. Both corners.	Motor Vehicle	Law Enforcement
7te6vdp8kt47	2026-02-07 01:32:35	LINESTRING (-121.746028 37.681413, -121.746011 37.681357, -121.74603 37.681313, -121.746061 37.681292)	No	Murrieta Blvd	Murrieta Blvd		People park ON the corner. You can't see to get onto Hayes until you're actually on Hayes. Every day. Both corners.	Motor Vehicle	Limited Visibility
7te6vdp8kt47	2026-02-07 01:32:35	LINESTRING (-121.745921 37.68146, -121.745896 37.681451, -121.745869 37.681445, -121.745842 37.681443, -121.74582 37.681444, -121.745792 37.68145, -121.745776 37.681459)	No	Murrieta Blvd	Murrieta Blvd		Parking on corner.	Motor Vehicle	Curve Unsafe
4jf6vv8njw83	2026-02-07 02:35:52	LINESTRING (-121.767489 37.681367, -121.767502 37.681356, -121.767246 37.681198)	No	Kitty Hawk Road	Kitty Hawk Road		With the opening of a family establishment like Meadow Lark Dairy more families are crossing here which in my opinion is already a very tricky intersection to drive through and walk across. There needs to be a pedestrian cross walk with lights especially in the evenings. The street is also very dark on both corners.	Pedestrian	Limited Visibility
4jf6vv8njw83	2026-02-07 02:35:52	LINESTRING (-121.767489 37.681367, -121.767502 37.681356, -121.767246 37.681198)	No	Kitty Hawk Road	Kitty Hawk Road		With the opening of a family establishment like Meadow Lark Dairy more families are crossing here which in my opinion is already a very tricky intersection to drive through and walk across. There needs to be a pedestrian cross walk with lights especially in the evenings. The street is also very dark on both corners.	Pedestrian	Pedestrian Safety
9mb3rol3y8j9	2026-02-08 18:22:16	LINESTRING (-121.779603 37.674019, -121.781885 37.674722)	No	Rutan Drive	Rutan Drive		Speeding eBikes and eBikes using the berms along this walking pathway to jump eBikes over the pedestrian path!	Bicycle	Speeding
47k3inh7u3za	2026-02-10 23:31:03	LINESTRING (-121.732348 37.726353, -121.727235 37.726353, -121.727148 37.724571)	No	Northfront Road	Northfront Road		u turns, lack of parking at school pickup/dropoff	Pedestrian	School Safety
47k3inh7u3za	2026-02-10 23:31:03	LINESTRING (-121.732348 37.726353, -121.727235 37.726353, -121.727148 37.724571)	No	Northfront Road	Northfront Road		u turns, lack of parking at school pickup/dropoff	Motor Vehicle	Curve Unsafe
47k3inh7u3za	2026-02-10 23:31:03	LINESTRING (-121.727395 37.713625, -121.727432 37.713639, -121.72743 37.713349)	No	Vasco Road	Vasco Road		NO SIDEWALK!	Pedestrian	Pavement Condition
9d9odt6vv36	2026-02-11 03:11:36	LINESTRING (-121.778706 37.680596, -121.774912 37.681743, -121.776925 37.681153, -121.776136 37.679351, -121.778964 37.678549)	No	North Canyons Parkway	North Canyons Parkway		Lighting is poor and pedestrians are always crossing outside of crosswalks. This is a very dangerous area.	Pedestrian	Limited Visibility

EXHIBIT A

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
3dj9odt6vv36	2026-02-11 03:11:36	LINESTRING (-121.778706 37.680596, -121.774912 37.681743, -121.776925 37.681153, -121.776136 37.679351, -121.778964 37.678549)	No	North Canyons Parkway	North Canyons Parkway		Lighting is poor and pedestrians are always crossing outside of crosswalks. This is a very dangerous area.	Pedestrian	Pedestrian Safety
8ch69oig4n2t	2026-02-11 19:44:34	LINESTRING (-121.768189 37.681969, -121.761541 37.677408, -121.761203 37.677006, -121.755498 37.673705, -121.749372 37.6697, -121.742022 37.66525, -121.724446 37.665062, -121.719027 37.664902, -121.718643	No	Vasco Rd	Vasco Rd		Speeding up and down S. Livermore. Speeding on Tesla and ignoring lane markings. Speeding on Vasco. Speeding and ignoring lane markings on East Street.	Motor Vehicle	Traffic Sign Violations
8ch69oig4n2t	2026-02-11 19:44:34	LINESTRING (-121.768189 37.681969, -121.761541 37.677408, -121.761203 37.677006, -121.755498 37.673705, -121.749372 37.6697, -121.742022 37.66525, -121.724446 37.665062, -121.719027 37.664902, -121.718643	No	Vasco Rd	Vasco Rd		Speeding up and down S. Livermore. Speeding on Tesla and ignoring lane markings. Speeding on Vasco. Speeding and ignoring lane markings on East Street.	Motor Vehicle	Speeding
4gn6pr3w4kt3	2026-02-11 19:57:17	LINESTRING (-121.759671 37.676417, -121.759032 37.676634, -121.759063 37.67608, -121.757907 37.675381, -121.755442 37.673743, -121.752247 37.671769, -121.749022 37.669625)	No	Murrieta Blvd	Murrieta Blvd		Dark fast cars can't bike or cross safely	Bicycle	Speeding
4gn6pr3w4kt3	2026-02-11 19:57:17	LINESTRING (-121.759671 37.676417, -121.759032 37.676634, -121.759063 37.67608, -121.757907 37.675381, -121.755442 37.673743, -121.752247 37.671769, -121.749022 37.669625)	No	Murrieta Blvd	Murrieta Blvd		Dark fast cars can't bike or cross safely	Bicycle	Limited Visibility
9pe3yhs78daa	2026-02-11 19:59:51	LINESTRING (-121.729126 37.724728, -121.72858 37.725409, -121.728929 37.72656, -121.728095 37.726477, -121.727787 37.726376, -121.727288 37.726282, -121.727145 37.726071, -121.727109 37.725585, -121.727078 37.72485, -121.727107 37.724498, -121.727115 37.724217, -121.727116 37.723986, -121.727073 37.72345, -121.727108 37.723266, -121.727061 37.723057, -121.727094 37.722888, -121.726878 37.722805, -121.726222 37.7228, -121.725729 37.722759, -121.725401 37.722829, -121.725125 37.722782, -121.724759 37.722782, -121.724733 37.72253, -121.724636 37.722404, -121.724396 37.722378, -121.724778 37.72234, -121.724864 37.722037, -121.724785 37.721782, -121.72479 37.721541, -121.724815 37.721381, -121.724772 37.720925, -121.724784 37.720812, -121.724886 37.720588, -121.724841 37.720306, -121.724767 37.720109, -121.724346 37.720128, -121.724793 37.720099, -121.724946 37.72011, -121.725239 37.720125, -121.725628 37.720089, -121.726096 37.720089, -121.726254 37.720065, -121.726715 37.720129, -121.727224 37.720084, -121.727642	No	Vasco Rd	Vasco Rd		People drive way too fast at school drop off/pickup. Dangerous for residents and kids walking. Commuters drive too fast cutting through Crestmont Ave and Idlewild trying to bypass vasco	Pedestrian	School Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
9pe3yhs78daa	2026-02-11 19:59:51	LINESTRING (-121.729728 37.724728, -121.72858 37.725409, -121.728929 37.72656, -121.728095 37.726477, -121.727787 37.726376, -121.727288 37.726282, -121.727145 37.726071, -121.727109 37.725585, -121.727078 37.72485, -121.727107 37.724498, -121.727115 37.724217, -121.727116 37.723986, -121.727073 37.72345, -121.727108 37.723266, -121.727061 37.723057, -121.727094 37.722888, -121.726878 37.722805, -121.726222 37.7228, -121.725729 37.722759, -121.725401 37.722829, -121.725125 37.722782, -121.724759 37.722782, -121.724733 37.72253, -121.724636 37.722404, -121.724396 37.722378, -121.724778 37.72234, -121.724864 37.722037, -121.724785 37.721782, -121.72479 37.721541, -121.724815 37.721381, -121.724772 37.720925, -121.724784 37.720812, -121.724886 37.720588, -121.724841 37.720306, -121.724767 37.720109, -121.724346 37.720128, -121.724793 37.720099, -121.724946 37.72011, -121.725239 37.720125, -121.725628 37.720089, -121.726096 37.720089, -121.726254 37.720065, -121.726715 37.720129, -121.727224 37.720084, -121.727642	No	Vasco Rd	Vasco Rd		People drive way too fast at school drop off/pickup. Dangerous for residents and kids walking. Commuters drive too fast cutting through Crestmont Ave and Idlewild trying to bypass vasco	Pedestrian	Speeding
3u2hbv2u2axx	2026-02-11 23:21:17	LINESTRING (-121.798503 37.660802, -121.798499 37.655862, -121.783337 37.656003)	No	First St	First St		people are driving way to fast and not using the stop sign at Alden Lane and Murdell	Motor Vehicle	Traffic Sign Violations
3u2hbv2u2axx	2026-02-11 23:21:17	LINESTRING (-121.798503 37.660802, -121.798499 37.655862, -121.783337 37.656003)	No	First St	First St		people are driving way to fast and not using the stop sign at Alden Lane and Murdell	Motor Vehicle	Speeding
3u2hbv2u2axx	2026-02-11 23:21:17	LINESTRING (-121.779948 37.660858, -121.768158 37.660889)	No	Concannon Blvd	Concannon Blvd		running of the stop signs and not following the merging into one lane eastbound on concannon at arroyo	Motor Vehicle	Intersection Safety
3u2hbv2u2axx	2026-02-11 23:21:17	LINESTRING (-121.779948 37.660858, -121.768158 37.660889)	No	Concannon Blvd	Concannon Blvd		running of the stop signs and not following the merging into one lane eastbound on concannon at arroyo	Motor Vehicle	Traffic Sign Violations
3094gvg7sn	2026-02-11 23:25:31	LINESTRING (-121.783051 37.645176, -121.783051 37.645176, -121.779887 37.645304, -121.767634 37.645111, -121.767715 37.661038, -121.749945 37.669257, -121.742074 37.665276, -121.699879 37.664955, -121.69671	No	Murrieta Boulevard	Murrieta Boulevard		Commuters cut through. When there are major accidents on the freeways, people cut through here even worse and this gridlocks residents. During one scenario, we had no way in or out of our neighborhood (thank goodness there were no emergency situations). I wrote to Waze to complain.	Motor Vehicle	Traffic Sign Violations
3094gvg7sn	2026-02-11 23:25:31	LINESTRING (-121.795504 37.660831, -121.772842 37.660968)	No	Concannon Blvd	Concannon Blvd		People speed through here during commute hours, which is when kids should be safe walking/biking to school. I understand the need to get to the thoroughfares, but traffic enforcement would be wonderful during those hours! Just the site of an officer could deter a lot.	Pedestrian	School Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
4f4b94gvg7sn	2026-02-11 23:25:31	LINESTRING (-121.795504 37.660831, -121.772842 37.660968)	No	Concannon Blvd	Concannon Blvd		People speed through here during commute hours, which is when kids should be safe walking/biking to school. I understand the need to get to the thoroughfares, but traffic enforcement would be wonderful during those hours! Just the site of an officer could deter a lot.	Pedestrian	Speeding
2cw2kpi7i6w3	2026-02-11 23:56:49	LINESTRING (-121.764714 37.680072, -121.764717 37.680045, -121.764621 37.680031, -121.764527 37.680033, -121.764778 37.680036, -121.764818 37.680031, -121.764477 37.680031, -121.764432 37.680016, -121.764401 37.680046, -121.764375 37.680026, -	No	East Airway Blvd	East Airway Blvd		This area is very dangerous when people decide they want to flip around to get into the dental office here in this corner. This should be illegal. I have almost gotten into an accident more than twice in this very spot.	Motor Vehicle	Road Safety
2cw2kpi7i6w3	2026-02-11 23:56:49	LINESTRING (-121.764714 37.680072, -121.764717 37.680045, -121.764621 37.680031, -121.764527 37.680033, -121.764778 37.680036, -121.764818 37.680031, -121.764477 37.680031, -121.764432 37.680016, -121.764401 37.680046, -121.764375 37.680026, -	No	East Airway Blvd	East Airway Blvd		This area is very dangerous when people decide they want to flip around to get into the dental office here in this corner. This should be illegal. I have almost gotten into an accident more than twice in this very spot.	Motor Vehicle	Traffic Sign Violations
7hxk46ptw8w7	2026-02-12 00:43:12	LINESTRING (-121.747937 37.693656, -121.747062 37.694404, -121.749532 37.692823, -121.750007 37.692374, -121.750589 37.692085, -121.750924 37.691814, -121.751342 37.691489, -121.751821 37.691242, -121.752052 37.691082, -121.752588 37.690844, -121.752872 37.690784, -121.753503 37.690383, -121.754085 37.690055, -121.754712 37.689748, -121.755115 37.689438, -121.755539 37.689305, -121.756117 37.688961, -121.7566 37.688754, -121.757091 37.688498, -121.757486 37.688323, -121.757688	No	Portola Ave	Portola Ave		Speeding and the right turn onto mines doesn't work. Also, the cross walk north of the overpass is dark and you can see anyone cross at night.	Pedestrian	Limited Visibility
7hxk46ptw8w7	2026-02-12 00:43:12	LINESTRING (-121.747937 37.693656, -121.747062 37.694404, -121.749532 37.692823, -121.750007 37.692374, -121.750589 37.692085, -121.750924 37.691814, -121.751342 37.691489, -121.751821 37.691242, -121.752052 37.691082, -121.752588 37.690844, -121.752872 37.690784, -121.753503 37.690383, -121.754085 37.690055, -121.754712 37.689748, -121.755115 37.689438, -121.755539 37.689305, -121.756117 37.688961, -121.7566 37.688754, -121.757091 37.688498, -121.757486 37.688323, -121.757688	No	Portola Ave	Portola Ave		Speeding and the right turn onto mines doesn't work. Also, the cross walk north of the overpass is dark and you can see anyone cross at night.	Pedestrian	Speeding
7hxk46ptw8w7	2026-02-12 00:43:12	LINESTRING (-121.757006 37.676292, -121.756994 37.676329, -121.756989 37.676179, -121.757143 37.676129, -121.756934 37.676113, -121.756847 37.67614, -121.756987 37.676172)	No	Murrieta Blvd	Murrieta Blvd		Few people stop at the stop signs, including police officers. 🚔	Motor Vehicle	Law Enforcement
7hxk46ptw8w7	2026-02-12 00:43:12	LINESTRING (-121.757006 37.676292, -121.756994 37.676329, -121.756989 37.676179, -121.757143 37.676129, -121.756934 37.676113, -121.756847 37.67614, -121.756987 37.676172)	No	Murrieta Blvd	Murrieta Blvd		Few people stop at the stop signs, including police officers. 🚔	Motor Vehicle	Traffic Sign Violations

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
7hxk46ptw8w7	2026-02-12 00:43:12	LINESTRING (-121.770466 37.685658, -121.770465 37.685683, -121.770439 37.685591, -121.770489 37.685789, -121.770526 37.685874, -121.770562 37.685965, -121.770661 37.686117, -121.770716 37.686302, -121.770813 37.686396, -121.770746 37.686435, -121.770868 37.686516, -121.770912 37.686715, -121.771001 37.686776, -121.771014 37.686868, -121.771035 37.686948, -121.771069 37.687049, -121.771135 37.687134, -121.771191	No	Livermore Ave	Livermore Ave		Speeding and n Livermore just north of Chestnut is narrow.	Motor Vehicle	Narrow Road
7hxk46ptw8w7	2026-02-12 00:43:12	LINESTRING (-121.770466 37.685658, -121.770465 37.685683, -121.770439 37.685591, -121.770489 37.685789, -121.770526 37.685874, -121.770562 37.685965, -121.770661 37.686117, -121.770716 37.686302, -121.770813 37.686396, -121.770746 37.686435, -121.770868 37.686516, -121.770912 37.686715, -121.771001 37.686776, -121.771014 37.686868, -121.771035 37.686948, -121.771069 37.687049, -121.771135 37.687134, -121.771191	No	Livermore Ave	Livermore Ave		Speeding and n Livermore just north of Chestnut is narrow.	Motor Vehicle	Speeding
74sti86nmj28	2026-02-12 05:24:45	LINESTRING (-121.76078 37.679885, -121.761049 37.679587)	No	East Airway Blvd	East Airway Blvd		Barrier forcing wide turns	Motor Vehicle	Curve Unsafe
47c8xfm8xm68	2026-02-12 23:54:23	LINESTRING (-121.76772 37.682764, -121.767524 37.68262, -121.76732 37.682803, -121.767491 37.68298, -121.767721 37.682761, -121.767633 37.682704)	No	Kitty Hawk Road	Kitty Hawk Road		I see people almost get hit in these cross walks, have heard form the resturants around there they see near misses all the time. And I myself have almost been hit. I would love to see those stop signs wrapped in red reflective tape and maybe the lines re painted or with those little reflectors. They can be hard to see with the vegetation and people dont realize coming from the light there will be a stop sign	Pedestrian	Pedestrian Safety
47c8xfm8xm68	2026-02-12 23:54:23	LINESTRING (-121.76772 37.682764, -121.767524 37.68262, -121.76732 37.682803, -121.767491 37.68298, -121.767721 37.682761, -121.767633 37.682704)	No	Kitty Hawk Road	Kitty Hawk Road		I see people almost get hit in these cross walks, have heard form the resturants around there they see near misses all the time. And I myself have almost been hit. I would love to see those stop signs wrapped in red reflective tape and maybe the lines re painted or with those little reflectors. They can be hard to see with the vegetation and people dont realize coming from the light there will be a stop sign	Pedestrian	Sign Upgrade
3pz4xlm3b3oj	2026-02-13 00:41:38	LINESTRING (-121.75744 37.674647, -121.756115 37.674452)	No	Portola Ave	Portola Ave		Needed traffic light at college avenue and s livermore ave. Also the traffic light on first and only first - people constantly running through the stop sign. The lanes on S Livermore that bear left to 4th street. People are always trying to merge into the right lane that goes straight on s livermore at the last minute	Motor Vehicle	Intersection Safety
3pz4xlm3b3oj	2026-02-13 00:41:38	LINESTRING (-121.75744 37.674647, -121.756115 37.674452)	No	Portola Ave	Portola Ave		Needed traffic light at college avenue and s livermore ave. Also the traffic light on first and only first - people constantly running through the stop sign. The lanes on S Livermore that bear left to 4th street. People are always trying to merge into the right lane that goes straight on s livermore at the last minute	Motor Vehicle	Traffic Sign Violations
2jit2d7877k4	2026-01-22 20:14:34	LINESTRING (-121.768333 37.666206, -121.768109 37.660936)	No	Murrieta Boulevard	Murrieta Boulevard		Bike hit in bike lane due to a single lane for motor vehicle traffic and speeding drivers passing on the right.	Bicycle	Speeding
2jit2d7877k4	2026-01-22 20:14:34	LINESTRING (-121.768109 37.660847, -121.768109 37.661069, -121.754341 37.662574)	No	Concannon Blvd	Concannon Blvd		Near misses at the crosswalks and bikes hit in the bike lane from cars passing on right.	Bicycle	Intersection Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
22tsa4v8hbr6	2026-01-23 00:40:06	LINESTRING (-121.768273 37.679148, -121.776381 37.676852, -121.777678 37.676416, -121.778137 37.67631, -121.778929 37.676082)	No	Canyons Parkway	Canyons Parkway		It sounds like a freeway during commute times in morning & evenings. 30 mph zone	Motor Vehicle	Speeding
8iz6ep36bmr6	2026-01-23 00:15:10	LINESTRING (-121.727288 37.717057, -121.727299 37.708125)	No	Vasco Road	Vasco Road		Speeding at PM rush hour	Motor Vehicle	Speeding
8iz6ep36bmr6	2026-01-23 00:15:10	LINESTRING (-121.732559 37.727027, -121.732571 37.717089)	No	Preston Avenue	Preston Avenue		Speeding	Motor Vehicle	Speeding
8iz6ep36bmr6	2026-01-23 00:15:10	LINESTRING (-121.734952 37.710729, -121.731911 37.711459, -121.727286 37.711449)	No	Las Positas Rd	Las Positas Rd		Speeding	Motor Vehicle	Speeding
8iz6ep36bmr6	2026-01-23 00:15:10	LINESTRING (-121.732526 37.720101, -121.724216 37.72007)	No	Las Positas Rd	Las Positas Rd		Speeding	Motor Vehicle	Speeding
8iz6ep36bmr6	2026-01-23 00:15:10	LINESTRING (-121.732565 37.72212, -121.724869 37.722073, -121.724829 37.722386, -121.724057 37.722402)	No	Las Positas Rd	Las Positas Rd		Speeding	Motor Vehicle	Speeding
9zr9h4pka4d4	2026-01-20 03:03:49	LINESTRING (-121.756264 37.688891, -121.754838 37.689599)	No	Portola Avenue	Portola Avenue		Getting "doored" while a passenger exits their vehicle. This not the normal side for a bike to pass a parked car so they do not look before throwing their door open. I have narrowly missed hitting doors numerous times and will only take that "protected" sidewalk/bike lane if traffic does not permit me to use the road.	Bicycle	Narrow Road
8wc9vpi364g9	2026-01-24 18:20:07	LINESTRING (-121.760495 37.680077, -121.732754 37.680049)	No	East Airway Blvd	East Airway Blvd		If you'd extend the bike lanes safely (with barriers) it would allow kids and Lab employees to safely get to the HS, downtown, and the Lab. It's the last missing bike segment on East. But it means getting rid of the parking or going down to two lanes and people won't agree to it. At this point I'd vote for two lanes. It would decrease cut-through traffic, reduce speeds and make that segment of East safer.	Bicycle	Speeding
87ujp3zjg3l8	2026-02-06 01:28:30	LINESTRING (-121.803682 37.676116, -121.803682 37.676116, -121.804179 37.676073)	No	Livermore Ave	Livermore Ave		I see drivers not see bicycle riders even though the bikes have the right of way. Cars are looking at the fast moving traffic and turning on a red light onto stanley	Bicycle	Traffic Sign Violations
87ujp3zjg3l8	2026-02-06 01:28:30	LINESTRING (-121.803682 37.676116, -121.803682 37.676116, -121.804179 37.676073)	No	Livermore Ave	Livermore Ave		I see drivers not see bicycle riders even though the bikes have the right of way. Cars are looking at the fast moving traffic and turning on a red light onto stanley	Bicycle	Limited Visibility
87ujp3zjg3l8	2026-02-06 01:28:30	LINESTRING (-121.786314 37.646322, -121.786314 37.646322, -121.78696 37.645966)	No	Holmes St	Holmes St		even though there is signs to share the road with bicycles due to the narrow bike lane, cars drive too close and too fast past bicycles	Bicycle	Narrow Road
87ujp3zjg3l8	2026-02-06 01:28:30	LINESTRING (-121.786314 37.646322, -121.786314 37.646322, -121.78696 37.645966)	No	Holmes St	Holmes St		even though there is signs to share the road with bicycles due to the narrow bike lane, cars drive too close and too fast past bicycles	Bicycle	Speeding
87ujp3zjg3l8	2026-02-06 01:28:30	LINESTRING (-121.773001 37.690599, -121.773001 37.690599, -121.77202 37.68858)	No	Livermore Ave	Livermore Ave		I've seen many close calls with bicycles needing to ride in the road due to there being a bike lane on N Livermore Ave, north of Junction Ave, and then no bike lane south of Junction Ave. The combo with the road taking a slight bend and a dip doesn't help the situation.	Bicycle	Narrow Road
87ujp3zjg3l8	2026-02-06 01:28:30	LINESTRING (-121.784489 37.695178, -121.784489 37.695186, -121.790499 37.692445)	No	Portola Ave	Portola Ave		There is no bicycle lane on N Murrieta Blvd, between Olivina Ave and Airway Blvd, and cars spend down N Murrieta.	Bicycle	Bicycle Safety
23wjg7lfo69	2026-02-06 03:40:47	LINESTRING (-121.807636 37.699247, -121.802672 37.629376)	No	Livermore Ave	Livermore Ave		Too many lights - more overpasses and underpasses needed. Cars drive fast on 84. Fog decreases the visibility and safety on this road.	Motor Vehicle	Speeding
23wjg7lfo69	2026-02-06 03:40:47	LINESTRING (-121.807636 37.699247, -121.802672 37.629376)	No	Livermore Ave	Livermore Ave		Too many lights - more overpasses and underpasses needed. Cars drive fast on 84. Fog decreases the visibility and safety on this road.	Motor Vehicle	Limited Visibility
46mmk832vg76	2026-02-06 03:18:14	LINESTRING (-121.800346 37.674094, -121.800166 37.674198)	No	Livermore Ave	Livermore Ave		Drivers never yield to pedestrians waiting to cross. It's very scary to cross this street with a young child	Pedestrian	Traffic Sign Violations
46mmk832vg76	2026-02-06 03:18:14	LINESTRING (-121.800346 37.674094, -121.800166 37.674198)	No	Livermore Ave	Livermore Ave		Drivers never yield to pedestrians waiting to cross. It's very scary to cross this street with a young child	Pedestrian	Pedestrian Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
47wha2xw4pk6	2026-02-06 04:04:41	LINESTRING (-121.770139 37.687755, -121.770371 37.688317, -121.769219 37.685964, -121.769226 37.686002)	No	Livermore Ave	Livermore Ave		There aren't a lot of lights here. Makes it hard to see cyclists at night, lots of cars drive fast down this road as well. I think there's some sort of auto customization shop and they like to tear down the road	Bicycle	Speeding
47wha2xw4pk6	2026-02-06 04:04:41	LINESTRING (-121.770139 37.687755, -121.770371 37.688317, -121.769219 37.685964, -121.769226 37.686002)	No	Livermore Ave	Livermore Ave		There aren't a lot of lights here. Makes it hard to see cyclists at night, lots of cars drive fast down this road as well. I think there's some sort of auto customization shop and they like to tear down the road	Bicycle	Limited Visibility
69klg2ciu9u6	2025-11-07 16:37:09	LINESTRING (-121.783321 37.68746, -121.782286 37.687485, -121.780234 37.688052, -121.777379 37.688944, -121.774129 37.689888)	No	Locust St	Locust St		I do see speed at this corridor could you please look at some safety measures to reduce speeding	Motor Vehicle	Speeding
4eb6xdc2wtd8	2025-12-25 15:28:20	LINESTRING (-121.722911 37.679943, -121.742841 37.679862)	No	East Ave	East Ave		Drivers during morning rush hour are aggressive and inconsiderate of cyclists. A protected two way cycle track would be welcome from Livermore to Vasco.	Bicycle	Speeding
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.763812 37.681866, -121.761295 37.684349, -121.760443 37.684636)	No	Fourth St	Fourth St		Young drivers frequently demonstrate their lack of knowledge and/or adherence to stop signs, signaling, and ROW.	Motor Vehicle	Law Enforcement
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.763812 37.681866, -121.761295 37.684349, -121.760443 37.684636)	No	Fourth St	Fourth St		Young drivers frequently demonstrate their lack of knowledge and/or adherence to stop signs, signaling, and ROW.	Motor Vehicle	Traffic Sign Violations
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.772977 37.69091, -121.769494 37.68342, -121.768501 37.681978, -121.758891 37.675923, -121.754996 37.673555)	No	Livermore Ave	Livermore Ave		Needs consistent cycling infrastructure. Lack of connectivity makes round trips difficult. Surprisingly walkable, drivable but not bikeable.	Bicycle	Narrow Road
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.740642 37.68887, -121.738103 37.687535, -121.73578 37.685007, -121.733389 37.681358, -121.733117 37.680031)	No	Mines Rd	Mines Rd		Crossing Mines from west neighborhoods to east neighborhoods is incredibly difficult on bike. Some measure of bike boxes to facilitate left turns would be appreciated. Difficult to make it into left lane with vehicles approaching at 40+ mph.	Bicycle	Intersection Safety
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.743423 37.698834, -121.745168 37.699712, -121.74807 37.700841, -121.751877 37.702024, -121.75632 37.702168, -121.760218 37.700554, -121.76253 37.699551, -121.767131 37.698654, -121.769488	No	Las Positos Rd	Las Positos Rd		Occasional pedestrian and cycling activity witnessed is dangerous in hilly shoulders. Advance a multiuse path project.	Bicycle	Pedestrian Safety
6s2t74xff498	2025-12-17 23:34:20	LINESTRING (-121.743423 37.698834, -121.745168 37.699712, -121.74807 37.700841, -121.751877 37.702024, -121.75632 37.702168, -121.760218 37.700554, -121.76253 37.699551, -121.767131 37.698654, -121.769488	No	Las Positos Rd	Las Positos Rd		Occasional pedestrian and cycling activity witnessed is dangerous in hilly shoulders. Advance a multiuse path project.	Bicycle	Narrow Road
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.801105 37.676637, -121.787859 37.677917, -121.801029 37.676637)	No	Stanley Blvd	Stanley Blvd		E-bikes, dirtbikes, and motorized scooters (Vespa-style) are often driven on the sidewalk. People often park their cars in the bike lane, sometimes right next to "NO PARKING" signs.	Pedestrian	Pedestrian Safety
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.801105 37.676637, -121.787859 37.677917, -121.801029 37.676637)	No	Stanley Blvd	Stanley Blvd		E-bikes, dirtbikes, and motorized scooters (Vespa-style) are often driven on the sidewalk. People often park their cars in the bike lane, sometimes right next to "NO PARKING" signs.	Pedestrian	Law Enforcement
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.732292 37.697923, -121.708224 37.707813)	No	Las Positos Rd	Las Positos Rd		Cars, trucks, and semi trucks will often be parked along the bike lanes, or block sidewalks/bike lanes/parts of the street with how they park on driveways	Bicycle	Law Enforcement
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.758106 37.68816, -121.756465 37.688769)	No	First St	First St		Motorists ignore the crosswalk, and pedestrians often try to dash across at odd spots (sometimes appearing inebriated)	Pedestrian	Traffic Sign Violations
2nr2nxb38zt3	2026-01-16 07:01:16	LINESTRING (-121.758106 37.68816, -121.756465 37.688769)	No	First St	First St		Motorists ignore the crosswalk, and pedestrians often try to dash across at odd spots (sometimes appearing inebriated)	Pedestrian	Pedestrian Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
9zr9h4pka4d4	2026-01-20 03:03:49	LINESTRING (-121.756264 37.688891, -121.754838 37.689599)	No	First St	First St		Getting "doored" while a passenger exits their vehicle. This not the normal side for a bike to pass a parked car so they do not look before throwing their door open. I have narrowly missed hitting doors numerous times and will only take that "protected" sidewalk/bike lane if traffic does not permit me to use the road.	Bicycle	Narrow Road
78vhe66zs2v6	2026-01-04 23:59:48	LINESTRING (-121.7229 37.706829, -121.724231 37.711854, -121.724445 37.711141, -121.7229 37.706659)	No	Vasco Rd	Vasco Rd		Biking here is extremely dangerous	Bicycle	Bicycle Safety
78vhe66zs2v6	2026-01-04 23:59:48	LINESTRING (-121.787786 37.702594, -121.79624 37.706906, -121.787829 37.70256)	No	Portola Ave	Portola Ave		Bike lanes here are often violated by automobiles	Bicycle	Bicycle Safety
78vhe66zs2v6	2026-01-04 23:59:48	LINESTRING (-121.789492 37.699204, -121.794942 37.700494, -121.796831 37.700426, -121.798418 37.699509, -121.799663 37.698423)	No	Airway Blvd	Airway Blvd		Riding bike here is extremely dangerous.	Bicycle	Bicycle Safety
78vhe66zs2v6	2026-01-04 23:59:48	LINESTRING (-121.733105 37.680044, -121.764899 37.680002, -121.733105 37.679918)	No	East Ave	East Ave		Riding bike here is extremely dangerous. I have experienced many very dangerous situations here.	Bicycle	Speeding
6gz83hr6thn9	2026-01-16 22:55:49	LINESTRING (-121.759412 37.684906, -121.759862 37.684756, -121.759192 37.684926, -121.758899 37.685016, -121.758378 37.685196, -121.75817 37.685271, -121.757758 37.685394, -121.75746 37.685511, -121.757095 37.685586, -121.756769 37.685687, -121.756508 37.685739, -121.756243 37.685855, -121.756002 37.685975, -121.755387 37.68611, -121.755079 37.686204, -121.754587 37.686312, -121.75435 37.686361, -121.753773 37.686593, -121.75347 37.686694, -121.754208 37.686398, -121.753621 37.686638, -121.753451 37.686732, -121.753115 37.686825, -121.752736 37.6869, -121.752405 37.686975, -	No	Madeira Way	Madeira Way		High speed traffic on Madeira poses a risk to everyone. This is a high traffic route from the high school and First street into the Jensen neighborhood.	Pedestrian	Speeding
6x3k77k3teg9	2026-01-17 02:21:33	LINESTRING (-121.843609 37.697051, -121.847348 37.697545)	No	Jack London Blvd	Jack London Blvd		Bicyclists trafeling west bound must cross 2 lanes of right turn lanes to go straight through the El Charro intersection	Bicycle	Road Safety
6x3k77k3teg9	2026-01-17 02:21:33	LINESTRING (-121.843609 37.697051, -121.847348 37.697545)	No	Jack London Blvd	Jack London Blvd		Bicyclists trafeling west bound must cross 2 lanes of right turn lanes to go straight through the El Charro intersection	Bicycle	Intersection Safety
6x3k77k3teg9	2026-01-17 02:21:33	LINESTRING (-121.84807 37.699647, -121.850038 37.702372)	No	El Charro Rd	El Charro Rd		Overpasses without adequate bicycle facilities - stop lights on on/off ramps, wider, protected bike lanes on the straight parts	Bicycle	Narrow Road
6x3k77k3teg9	2026-01-17 02:21:33	LINESTRING (-121.784402 37.695475, -121.790634 37.692101, -121.790929 37.689168)	No	Murrieta Blvd	Murrieta Blvd		no bike lanes - fast moving traffic and have experienced drivers angry at slowing down for bicyclists	Bicycle	Speeding
6m6ha694zp9	2026-01-17 03:45:56	LINESTRING (-121.744317 37.690436, -121.74406 37.690863, -121.744475 37.691128, -121.745132 37.692097, -121.745608 37.692785, -121.745851 37.693346, -121.746286 37.69377, -121.746417 37.694099, -121.746721 37.694451, -121.747055 37.694627, -121.747268 37.694851, -121.747935	No	Mines Rd	Mines Rd		The bike lane is poorly placed and I and my grandchildren have both had dangerous incidents on this segment	Bicycle	Pedestrian Safety

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
84m6ha694zp9	2026-01-17 03:45:56	LINESTRING (-121.772945 37.691329, -121.773087 37.691858, -121.773087 37.692202, -121.773077 37.692787, -121.773148 37.69341, -121.773219 37.69377, -121.773178 37.694242, -121.773072 37.695058, -121.773132 37.695338, -121.773213 37.695834, -121.773173 37.696979, -121.773426	No	Livermore Ave	Livermore Ave		Lack of bike lane makes this very dangerous	Bicycle	Narrow Road
84m6ha694zp9	2026-01-17 03:45:56	LINESTRING (-121.804857 37.707993, -121.804877 37.708257, -121.805019 37.708729, -121.805079 37.709041, -121.805039 37.709258, -121.805008 37.709722)	No	Collier Canyon Rd	Collier Canyon Rd		This bike lane should NOT be inside the turn lane!!	Bicycle	Intersection Safety
3xco8o4jfz48	2026-01-17 12:01:09	LINESTRING (-121.696072 37.695685, -121.696085 37.695785, -121.686661 37.694382, -121.675628 37.694162, -121.66644 37.68981, -121.660057 37.685907, -121.639595 37.686691, -121.636693 37.685543, -121.63031 37.685887, -121.629367 37.687552, -121.614642 37.686231, -121.605331 37.687322, -121.600761 37.685887, -121.596118 37.688068, -121.592636 37.69134, -121.59046 37.695875, -121.589517 37.697424, -121.587124 37.697195, -121.584585 37.700409, -	No	Patterson Pass Rd	Patterson Pass Rd		Narrow roads, no shoulder, no bike lane. Over speeding, very unsafe on weekdays both directions	Bicycle	Speeding
3xco8o4jfz48	2026-01-17 12:01:09	LINESTRING (-121.696072 37.695685, -121.696085 37.695785, -121.686661 37.694382, -121.675628 37.694162, -121.66644 37.68981, -121.660057 37.685907, -121.639595 37.686691, -121.636693 37.685543, -121.63031 37.685887, -121.629367 37.687552, -121.614642 37.686231, -121.605331 37.687322, -121.600761 37.685887, -121.596118 37.688068, -121.592636 37.69134, -121.59046 37.695875, -121.589517 37.697424, -121.587124 37.697195, -121.584585 37.700409, -	No	Patterson Pass Rd	Patterson Pass Rd		Narrow roads, no shoulder, no bike lane. Over speeding, very unsafe on weekdays both directions	Bicycle	Narrow Road
9pw8j6c662f6	2026-01-17 14:34:15	LINESTRING (-121.78522 37.694715, -121.790076 37.692857, -121.790978 37.690767, -121.791003 37.687154, -121.791047 37.681244, -121.79051 37.680414, -121.788941 37.679514)	No	Murrieta Blvd	Murrieta Blvd		Cars too close to cyclists, going southbound	Bicycle	Bicycle Safety
9pw8j6c662f6	2026-01-17 14:34:15	LINESTRING (-121.780388 37.672826, -121.78041 37.6704, -121.780386 37.667307, -121.780428 37.663614, -121.780307 37.660976)	No	Holmes St	Holmes St		Fast cars near cyclists, southbound	Bicycle	Speeding
2n4vz89xh7	2026-01-17 17:43:28	LINESTRING (-121.74199 37.665277, -121.696962 37.665078)	No	Tesla Rd	Tesla Rd		Drivers go fast in this straightaway, and often violate the bike lane in attempts at intimidation.	Bicycle	Speeding
92tjk2at7ya7	2026-01-17 19:29:12	LINESTRING (-121.839702 37.604246, -121.830012 37.607227, -121.825556 37.609659, -121.821619 37.610978, -121.811886 37.617795)	No	Vallecitos Rd	Vallecitos Rd		Inconsistent signage, quality of pavement, width, and traffic debris along bike lane.	Bicycle	Narrow Road
92tjk2at7ya7	2026-01-17 19:29:12	LINESTRING (-121.811861 37.617867, -121.810044 37.619528, -121.808768 37.622902, -121.807145 37.625128, -121.803274 37.627697)	No	Vallecitos Rd	Vallecitos Rd		Inconsistent signage, quality of pavement, width, and traffic debris along bike lane.	Bicycle	Pavement Condition

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
92tjk2at7ya7	2026-01-17 19:29:12	LINESTRING (-121.803598 37.627712, -121.802225 37.63304, -121.799066 37.637607, -121.800852 37.643913, -121.804697 37.64837)	No	Vallecitos Rd	Vallecitos Rd		Inconsistent signage, quality of pavement, width, and traffic debris along bike lane.	Bicycle	Narrow Road
92tjk2at7ya7	2026-01-17 19:29:12	LINESTRING (-121.803598 37.627712, -121.802225 37.63304, -121.799066 37.637607, -121.800852 37.643913, -121.804697 37.64837)	No	Vallecitos Rd	Vallecitos Rd		Inconsistent signage, quality of pavement, width, and traffic debris along bike lane.	Bicycle	Pavement Condition
3eyh4b8bhk29	2026-01-17 20:49:10	LINESTRING (-121.760288 37.684636, -121.760045 37.684713, -121.759766 37.684771, -121.759416 37.684864, -121.759081 37.684978, -121.75889 37.685072, -121.758528 37.685089)	No	Fourth St	Fourth St		Drivers speeding while kids are walking to school	Pedestrian	School Safety
3eyh4b8bhk29	2026-01-17 20:49:10	LINESTRING (-121.760288 37.684636, -121.760045 37.684713, -121.759766 37.684771, -121.759416 37.684864, -121.759081 37.684978, -121.75889 37.685072, -121.758528 37.685089)	No	Fourth St	Fourth St		Drivers speeding while kids are walking to school	Pedestrian	Speeding
6v8dce2abh2y	2026-01-10 16:16:00	LINESTRING (-121.738927 37.687919, -121.738108 37.68748)	No	Mines Rd	Mines Rd		For bikes in car lanes and turn lanes, the lights either do not trip or tigger for other directions.	Bicycle	Sign Upgrade
6v8dce2abh2y	2026-01-10 16:16:00	LINESTRING (-121.790894 37.688422, -121.790871 37.689047)	No	Murrieta Blvd	Murrieta Blvd		Lights are close together and sometimes cause confusion, especially when traveling north on Murietta sometimes the second light is seen and cars violate the first red light.	Motor Vehicle	Traffic Sign Violations
2d3rp8opt7j4	2026-01-18 06:36:59	LINESTRING (-121.733621 37.681492, -121.733604 37.681415, -121.73401 37.681261, -121.734237 37.681171, -121.734383 37.681043, -121.734577 37.680902, -121.734723 37.680735, -121.73495 37.680632, -121.735534 37.680491, -121.735972 37.680529, -121.73701 37.680953, -121.737464 37.681351, -121.737723 37.681826, -121.737999 37.682185, -121.737902 37.682531, -121.737805 37.683045, -121.737886 37.683545, -121.737821 37.683853, -121.737399 37.684149, -	No	Dara Cir	Dana Cir		High traffic residential street (access to Community Center and apartment complex parking) and drivers often speed. Needs speed bumps to ensure safety for neighborhood kids.	Pedestrian	School Safety
2d3rp8opt7j4	2026-01-18 06:36:59	LINESTRING (-121.733621 37.681492, -121.733604 37.681415, -121.73401 37.681261, -121.734237 37.681171, -121.734383 37.681043, -121.734577 37.680902, -121.734723 37.680735, -121.73495 37.680632, -121.735534 37.680491, -121.735972 37.680529, -121.73701 37.680953, -121.737464 37.681351, -121.737723 37.681826, -121.737999 37.682185, -121.737902 37.682531, -121.737805 37.683045, -121.737886 37.683545, -121.737821 37.683853, -121.737399 37.684149, -	No	Dara Cir	Dana Cir		High traffic residential street (access to Community Center and apartment complex parking) and drivers often speed. Needs speed bumps to ensure safety for neighborhood kids.	Pedestrian	Speeding
2d3rp8opt7j4	2026-01-18 06:36:59	LINESTRING (-121.748249 37.680147, -121.747208 37.679993, -121.746146 37.679993, -121.745452 37.679904, -121.744942 37.679881, -121.743058 37.67996, -121.741754 37.680016, -121.739559 37.679971, -121.738397 37.67996, -121.736173 37.679881, -121.73511 37.67996, -121.732943 37.679859, -121.72925 37.679806, -121.726175 37.679974, -121.722903	No	East Ave	East Ave		Drivers speeding on East. Danger to pedestrians and bikers.	Motor Vehicle	Speeding

Respondent ID	First Active Time	Coordinates	Intersection	Intersection Name	Primary Street	Secondary Street	Traffic Concerns	Mode	Pertinent Issues
3ty7zbb23ol7	2026-01-18 22:46:23	LINESTRING (-121.780422 37.676043, -121.769172 37.679076)	No	Fourth St	Fourth St		Drivers of cars treat 4th street like a highway. Dangerous to ride on walk across	Pedestrian	Pedestrian Safety
3ty7zbb23ol7	2026-01-18 22:46:23	LINESTRING (-121.780422 37.676043, -121.769172 37.679076)	No	Fourth St	Fourth St		Drivers of cars treat 4th street like a highway. Dangerous to ride on walk across	Pedestrian	Speeding
3ty7zbb23ol7	2026-01-18 22:46:23	LINESTRING (-121.723025 37.706775, -121.724419 37.711225)	No	Vasco Rd	Vasco Rd		Crazy dangerous to try to cycle over 580 here. No easy alternative	Bicycle	Road Safety
3ty7zbb23ol7	2026-01-18 22:46:23	LINESTRING (-121.723025 37.706775, -121.724419 37.711225)	No	Vasco Rd	Vasco Rd		Crazy dangerous to try to cycle over 580 here. No easy alternative	Bicycle	Narrow Road

APPENDIX C

COLLISION DATA AND ANALYSIS

CASE_ID	ACCIDENT YEAR	COLLISION DATE	COLLISION TIME	DAY	PRIMARY RD	SECONDARY RD	DISTANCE	DIRECTION	INTERSECTION WITHIN 250 FEET	COLLISION SEVERITY	NUMBER KILLED	NUMBER INJURED	PCF VIOL CATEGORY	TYPE OF COLLISION	MVIW	LIGHTING	LATITUDE	LONGITUDE	AGE GROUP	MODE
81456383	2021	14-03-2021	1235	7	HOLMES ST	LEXINGTON WY	599	S	N	4	0	1	8	C	G	A	37.6500	-121.7831	30-39	Bicycle
81456384	2021	16-03-2021	1255	2	L ST	LINDEN ST	105	N	Y	3	0	1	9	D	C	A	37.6878	-121.7744	20-29	Car/Pickup
81456386	2021	17-03-2021	2122	3	CENTRAL AV	EDELWEISS WY	34	S	Y	2	0	3	9	D	C	C	37.7152	-121.7273	50-59	Car/Pickup
81456387	2021	18-03-2021	1642	4	JACK LONDON BLVD	MURRIETA BLVD	0		Y	4	0	1	0	C	C	A	37.6890	-121.7909	Unknown	Car/Pickup
81456389	2021	21-03-2021	1718	7	NIAGARA DR	PLAZA AV	12	N	Y	2	0	1	21	F	A	A	37.6618	-121.7866	20-29	Motorcycle
81456390	2021	21-03-2021	1628	7	MURRIETA BLVD	HOLMES ST	5	W	Y	4	0	1	1	E	I	A	37.6760	-121.7798	20-29	Car/Pickup
81456392	2021	21-03-2021	2140	7	HOLMES ST	EL CAMINITO	0		Y	4	0	1	9	D	C	C	37.6671	-121.7803	40-49	Car/Pickup
81456393	2021	22-03-2021	919	1	FIRST ST	Q ST	0		Y	3	0	1	9	D	C	A	37.6790	-121.7773	40-49	Car/Pickup
81456394	2021	22-03-2021	1655	1	RAILROAD AV	P ST	48	E	Y	4	0	1	3	C	C	A	37.6812	-121.7768	15-19	Car/Pickup
81456400	2021	24-03-2021	1704	3	VASCO RD	DALTON AV	110	S	Y	4	0	1	3	C	C	A	37.7267	-121.7243	15-19	Car/Pickup
81456401	2021	26-03-2021	1640	5	EAST AV	JENSEN ST	5	N	Y	4	0	1	10	G	B	A	37.6799	-121.7551	15-19	Pedestrian
81456409	2021	31-03-2021	1650	3	NORTHFRONT RD	HERMAN AV	0		Y	4	0	2	3	C	C	A	37.7122	-121.7173	50-59	Car/Pickup
81456412	2021	01-04-2021	2105	4	P ST	CHESTNUT ST	200	S	Y	3	0	1	8	E	I	C	37.6827	-121.7776	60-69	Bicycle
81456415	2021	02-04-2021	910	5	NORTHFRONT RD	VASCO RD	250	E	Y	4	0	1	9	D	C	A	37.7120	-121.7234	20-29	Car/Pickup
81456427	2021	10-04-2021	1633	6	RINCON AV	ELM ST	239	S	Y	3	0	1	11	G	B	A	37.6860	-121.7834	0-14	Pedestrian
81456432	2021	11-04-2021	1442	7	JACK LONDON BLVD	WOLF HOUSE DR	32	W	Y	4	0	1	5	D	C	A	37.6953	-121.8400	60-69	Car/Pickup
81456433	2021	12-04-2021	1556	1	SPRINGTOWN BL	BLUEBELL DR	35	S	Y	4	0	1	3	C	C	A	37.7050	-121.7405	Unknown	Car/Pickup
81456440	2021	20-04-2021	1626	2	COLLEGE AV	L ST	0		Y	4	0	1	9	D	C	A	37.6745	-121.7687	20-29	Car/Pickup
81457543	2021	16-04-2021	1754	5	CHARLOTTE WY	VASCO RD	58	W	Y	4	0	1	1	E	I	A	37.6709	-121.7191	20-29	Car/Pickup
81462925	2021	21-04-2021	1757	3	RAILROAD AV	I ST	20	E	Y	4	0	2	1	C	C	A	37.6838	-121.7682	50-59	Car/Pickup
81465809	2021	03-04-2021	1053	6	L ST	THIRD ST	6	S	Y	2	0	1	5	D	G	A	37.6794	-121.7706	0-14	Bicycle
81466700	2021	26-04-2021	1024	1	VASCO RD	FORGET ME NOT	160	S	Y	4	0	2	3	C	C	A	37.7133	-121.7244	40-49	Car/Pickup
81466701	2021	27-04-2021	1609	2	MONTAGE DR	PORTOLA AV	10	N	Y	4	0	1	5	D	G	A	37.7067	-121.8000	50-59	Bicycle
81466702	2021	28-04-2021	2055	3	RAILROAD AV	STANLEY BL	26	E	Y	3	0	1	1	E	I	C	37.6795	-121.7806	20-29	Car/Pickup
81468455	2021	05-03-2021	1205	5	VASCO RD	WESTGATE DR	25	N	Y	4	0	2	3	C	C	A	37.6896	-121.7185	20-29	Car/Pickup
81468456	2021	05-03-2021	1631	5	COLLEGE AV	L ST	0		Y	4	0	3	12	D	C	A	37.6745	-121.7687	30-39	Car/Pickup
81470716	2021	06-05-2021	1131	4	MINES RD	CHARLOTTE WY	0		Y	4	0	1	12	D	C	A	37.6875	-121.7381	50-59	Bus
81470717	2021	08-05-2021	2109	6	SOUTHFRONT RD	PRESTON AV	825	N	N	3	0	1	1	E	I	C	37.7079	-121.7248	50-59	Motorcycle
81472170	2021	19-04-2021	1718	1	L ST	PINE ST	0		Y	4	0	3	0	C	C	A	37.6905	-121.7757	Unknown	Car/Pickup
81477555	2021	22-04-2021	1152	4	MURRIETA BLVD	FENTON ST	17	E	Y	4	0	1	17	G	B	A	37.6759	-121.7834	30-39	Pedestrian
81477558	2021	29-04-2021	1125	4	CURLEW RD	JACK LONDON BLVD	7	S	Y	4	0	1	5	D	G	A	37.6891	-121.7987	0-14	Bicycle
81477561	2021	10-05-2021	1848	1	RAILROAD AV	P ST	0		Y	4	0	1	0	D	G	A	37.6812	-121.7769	Unknown	Bicycle
81477562	2021	13-05-2021	810	4	EAST AV	ALMOND AV	0		Y	4	0	1	17	D	G	A	37.6799	-121.7398	0-14	Bicycle
81480675	2021	12-05-2021	32	3	RINCON AV	ELM ST	113	N	Y	3	0	1	8	C	E	C	37.6869	-121.7834	40-49	Bicycle
81480678	2021	13-05-2021	1306	4	LIVERMORE AVE	WALNUT ST	0		Y	4	0	1	9	D	C	A	37.6873	-121.7713	30-39	Car/Pickup
81488172	2021	19-05-2021	2138	3	FOURTH ST	LIVERMORE AVE	73	E	Y	3	0	1	1	B	E	C	37.6803	-121.7653	20-29	Car/Pickup
81488173	2021	21-05-2021	1717	5	RAILROAD AV	P ST	524	W	N	3	0	1	9	D	C	A	37.6806	-121.7786	20-29	Car/Pickup
81488175	2021	28-05-2021	1715	5	FIRST ST	TREVARNO RD	0		Y	4	0	1	9	D	C	A	37.6927	-121.7497	20-29	Car/Pickup
81488176	2021	27-05-2021	2026	4	JACK LONDON BLVD	SHOPS DR	22	E	Y	4	0	2	3	C	C	B	37.6971	-121.8449	30-39	Car/Pickup
81488177	2021	28-05-2021	2049	5	FOURTH ST	MAPLE ST	0		Y	3	0	1	12	D	G	C	37.6818	-121.7638	30-39	Bicycle
81492564	2021	22-05-2021	1718	6	HILLCREST AV	EAST AV	0		Y	3	0	1	9	B	G	A	37.6799	-121.7485	0-14	Bicycle
81492567	2021	26-05-2021	1638	3	P ST	FIRST ST	0		Y	4	0	1	9	D	C	A	37.6795	-121.7762	20-29	Car/Pickup
81492568	2021	28-05-2021	729	5	BRISA ST	LA RIBERA ST	640	E	N	4	0	1	8	D	C	A	37.6973	-121.7234	20-29	Car/Pickup
81492570	2021	28-05-2021	1744	5	VASCO RD	CHARLOTTE WY	600	N	N	3	0	1	3	E	I	A	37.6726	-121.7189	60-69	Car/Pickup
81494654	2021	28-05-2021	1630	5	FOURTH ST	J ST	0		Y	4	0	1	9	A	C	A	37.6795	-121.7677	20-29	Car/Pickup
81494656	2021	28-05-2021	1815	5	MURRIETA BLVD	PORTOLA AV	7	S	Y	4	0	1	5	D	G	A	37.6956	-121.7841	20-29	Bicycle
81494658	2021	02-06-2021	1451	3	FIRST ST	MINES RD	448	N	N	3	0	1	0	D	C	A	37.6953	-121.7459	Unknown	Motorcycle
81494660	2021	02-06-2021	1632	3	NORTHFRONT RD	VASCO RD	338	E	N	4	0	1	9	D	C	A	37.7119	-121.7231	30-39	Car/Pickup
81494665	2021	07-06-2021	1644	1	MINES RD	TECHNOLOGY DR	40	S	Y	4	0	1	3	C	C	A	37.6926	-121.7456	30-39	Car/Pickup

EXHIBIT A

CASE_ID	ACCIDENT YEAR	COLLISION DATE	COLLISION TIME	DAY	PRIMARY RD	SECONDARY RD	DISTANCE	DIRECTION	INTERSECTION WITHIN 250 FEET	COLLISION SEVERITY	NUMBER KILLED	NUMBER INJURED	PCF VIOL CATEGORY	TYPE OF COLLISION	MVIW	LIGHTING	LATITUDE	LONGITUDE	AGE GROUP	MODE
81500098	2021	14-06-2021	1456	1	MURRIETA BLVD	FENTON ST	326	E	N	4	0	2	9	D	C	A	37.6759	-121.7823	50-59	Car/Pickup
81500996	2021	14-06-2021	1248	1	ALAMEDA DR	MENDOCINO RD	80	E	Y	3	0	1	8	C	E	A	37.6949	-121.7912	15-19	Pedestrian
81502363	2021	08-06-2021	1915	2	O ST	THIRD ST	0		Y	4	0	1	9	D	G	A	37.6783	-121.7742	15-19	Bicycle
81511677	2021	25-06-2021	1250	5	L ST	FIFTH ST	0		Y	4	0	1	3	C	C	A	37.6780	-121.7699	40-49	Car/Pickup
81511679	2021	25-06-2021	2117	5	STANLEY BL	ISABEL AVE	0		Y	3	0	2	12	D	C	C	37.6763	-121.8040	30-39	Car/Pickup
81515350	2021	28-06-2021	935	1	RAILROAD AV	N ST	151	W	Y	4	0	1	9	D	C	A	37.6820	-121.7746	30-39	Car/Pickup
81515356	2021	01-07-2021	1726	4	FIRST ST	TREVARNO RD	350	S	N	3	0	1	9	D	C	A	37.6920	-121.7506	40-49	Car/Pickup
81515363	2021	02-07-2021	1548	5	MINES RD	FIRST ST	0		Y	4	0	1	3	C	C	A	37.6946	-121.7471	20-29	Car/Pickup
81517304	2021	30-06-2021	1222	3	FOURTH ST	I ST	145	W	Y	3	0	1	21	B	C	A	37.6797	-121.7670	40-49	Car/Pickup
81521683	2021	01-07-2021	647	4	BRISA ST	LA RIBERA ST	0		Y	4	0	2	4	C	C	A	37.6970	-121.7256	20-29	Car/Pickup
81521686	2021	07-07-2021	1555	3	STANLEY BL	WALL ST	115	E	Y	4	0	2	3	C	C	A	37.6778	-121.7909	50-59	Car/Pickup
81521687	2021	09-07-2021	1131	5	VASCO RD	OVERLAKE AV	58	N	Y	3	0	1	9	B	C	A	37.7225	-121.7242	20-29	Motorcycle
81525087	2021	09-07-2021	1007	5	DE LEON WY	KILLARNEY ST	74	W	Y	2	0	1	3	C	G	A	37.6664	-121.7690	70-79	Bicycle
81526126	2021	10-07-2021	1910	6	VASCO RD	WESTGATE DR	0		Y	2	0	1	8	B	C	A	37.6895	-121.7185	50-59	Motorcycle
81535382	2021	24-07-2021	1722	6	LIVERMORE AVE	SIXTH ST	0		Y	4	0	1	4	C	C	A	37.6788	-121.7634	50-59	Car/Pickup
81537126	2021	29-07-2021	510	4	FIRST ST	LAS POSITAS RD	255	S	N	3	0	1	5	A	C	C	37.6978	-121.7434	20-29	Motorcycle
81542066	2021	14-07-2021	2050	3	FIRST ST	SOUTHFRONT RD	150	N	Y	2	0	2	3	C	C	E	37.7001	-121.7416	20-29	Motorcycle
81542067	2021	15-07-2021	1403	4	CHESTNUT ST	K ST	0		Y	3	0	1	9	D	C	A	37.6850	-121.7717	Unknown	Car/Pickup
81542071	2021	26-07-2021	101	1	MURRIETA BLVD	HOLMES ST	30	W	Y	3	0	1	1	E	I	C	37.6760	-121.7799	20-29	Car/Pickup
81546476	2021	09-08-2021	3	1	RAILROAD AV	P ST	0		Y	3	0	2	12	D	C	C	37.6812	-121.7769	20-29	Car/Pickup
81549918	2021	08-08-2021	923	7	P ST	CHESTNUT ST	0		Y	4	0	3	12	D	D	A	37.6832	-121.7778	20-29	Car/Pickup
81552312	2021	15-07-2021	1914	4	VALLECITOS RD	WETMORE RD	16	S	Y	3	0	1	1	G	B	A	37.6472	-121.7847	60-69	Pedestrian
81556674	2021	19-08-2021	1829	4	JENSEN ST	YALE WY	0		Y	4	0	1	9	D	C	A	37.6836	-121.7552	15-19	Car/Pickup
81556685	2021	22-08-2021	1738	7	FIRST ST	P ST	0		Y	4	0	3	0	A	C	A	37.6795	-121.7762	Unknown	Car/Pickup
81556695	2021	24-08-2021	1608	2	JACK LONDON BLVD	LIVERMORE OUTLETS DR	0		Y	4	0	1	9	D	C	A	37.6963	-121.8428	60-69	Bus
81560883	2021	11-07-2021	1052	7	FOURTH ST	LIVERMORE AVE	14	E	Y	3	0	1	7	E	I	A	37.6802	-121.7654	30-39	Car/Pickup
81560885	2021	29-08-2021	2148	7	LIVERMORE AVE	LAS POSITAS RD	0		Y	4	0	1	3	A	C	C	37.6976	-121.7734	Unknown	Car/Pickup
81561981	2021	13-08-2021	1706	5	DALTON AV	BROADMOOR ST	266	W	N	3	0	1	8	E	I	A	37.7272	-121.7333	15-19	Car/Pickup
81564875	2021	26-08-2021	1525	4	FIRST ST	TREVARNO RD	104	S	Y	4	0	2	9	D	C	A	37.6925	-121.7499	15-19	Car/Pickup
81566006	2021	13-08-2021	1236	5	FIRST ST	MINES RD	550	S	N	3	0	1	3	C	C	A	37.6936	-121.7486	15-19	Car/Pickup
81566008	2021	18-08-2021	657	3	ARROYO RD	WETMORE RD	285	N	N	3	0	1	18	H	H	A	37.6460	-121.7681	Unknown	Car/Pickup
81567057	2021	27-08-2021	1238	5	AIRWAY BL	CLUBHOUSE DR	0		Y	3	0	1	8	D	C	A	37.6975	-121.8179	30-39	Car/Pickup
81569410	2021	24-08-2021	843	2	OLIVINA AV	TURNSTONE DR	0		Y	4	0	1	0	D	G	A	37.6828	-121.7990	Unknown	Bicycle
81569412	2021	29-08-2021	2129	7	EL CAMINITO	ENCINO DR	17	W	Y	4	0	1	3	C	C	C	37.6696	-121.7934	Unknown	Car/Pickup
81569418	2021	05-09-2021	1724	7	VASCO RD	SCENIC AV	455	S	N	4	0	1	3	C	C	A	37.7158	-121.7243	30-39	Car/Pickup
81569419	2021	08-09-2021	1345	3	EAST AV	JEFFERSON AV	65	W	Y	4	0	1	21	D	C	A	37.6799	-121.7440	30-39	Car/Pickup
81570530	2021	07-09-2021	812	2	PORTOLA AV	FIRST ST	40	W	Y	4	0	1	3	C	C	A	37.6910	-121.7526	30-39	Car/Pickup
81576271	2021	18-09-2021	1922	6	ARROYO RD	HANSEN RD	0		Y	4	0	1	9	D	C	B	37.6475	-121.7681	15-19	Car/Pickup
81576272	2021	19-09-2021	233	7	PORTOLA AV	EDINBURGH DR	39	E	Y	3	0	1	1	E	I	C	37.6911	-121.7614	20-29	Car/Pickup
81577487	2021	16-09-2021	2123	4	LIVERMORE AVE	CHESTNUT ST	0		Y	4	0	1	1	D	C	C	37.6854	-121.7704	30-39	Car/Pickup
81578557	2021	16-09-2021	655	4	JUNCTION AV	LADD AV	220	W	Y	4	0	1	8	D	C	A	37.6865	-121.7660	30-39	Car/Pickup
81588980	2021	15-08-2021	1610	7	FOURTH ST	MAPLE ST	0		Y	4	0	1	12	D	C	A	37.6818	-121.7638	20-29	Car/Pickup
81588989	2021	27-09-2021	657	1	SCENIC AV	VASCO RD	11	W	Y	3	0	1	0	G	B	A	37.7170	-121.7244	Unknown	Pedestrian
81588990	2021	27-09-2021	1508	1	STANLEY BL	S ST	0		Y	4	0	1	9	D	C	A	37.6795	-121.7807	80-110	Car/Pickup
81590139	2021	22-09-2021	1004	3	FIRST ST	SOUTHFRONT RD	166	S	Y	4	0	1	3	C	C	A	37.7001	-121.7416	30-39	Truck
81590141	2021	23-09-2021	1359	4	FOURTH ST	M ST	0		Y	4	0	1	9	D	C	A	37.6784	-121.7714	15-19	Car/Pickup
81595944	2021	07-08-2021	103	6	STANLEY BL	S ST	0		Y	1	1	0	1	E	I	C	37.6795	-121.7807	20-29	Car/Pickup
81599873	2021	06-10-2021	1515	3	FIRST ST	SCOTT ST	221	E	Y	3	0	1	5	D	G	A	37.6884	-121.7574	Unknown	Bicycle

Page 241 of 288

EXHIBIT A

CASE_ID	ACCIDENT YEAR	COLLISION DATE	COLLISION TIME	DAY	PRIMARY RD	SECONDARY RD	DISTANCE	DIRECTION	INTERSECTION WITHIN 250 FEET	COLLISION SEVERITY	NUMBER KILLED	NUMBER INJURED	PCF VIOL CATEGORY	TYPE OF COLLISION	MVIW	LIGHTING	LATITUDE	LONGITUDE	AGE GROUP	MODE
81601004	2021	22-09-2021	825	3	HOLMES ST	AARON ST	145	S	Y	4	0	1	3	C	C	A	37.6743	-121.7801	40-49	Car/Pickup
81601006	2021	12-10-2021	2152	2	LIVERMORE AVE	ARROYO PLAZA	186	S	Y	4	0	1	3	C	C	C	37.6986	-121.7737	20-29	Car/Pickup
81602145	2021	09-10-2021	2254	6	AIRWAY BL	KITTY HAWK RD	0		Y	3	0	3	0	D	C	C	37.6998	-121.8178	Unknown	Car/Pickup
81602149	2021	20-10-2021	1013	3	HOLMES ST	ELAINE AV	0		Y	3	0	1	9	D	G	A	37.6696	-121.7804	15-19	Bicycle
81603416	2021	12-10-2021	1500	2	EAST AV	MINES RD	0		Y	3	0	1	5	D	G	A	37.6799	-121.7330	0-14	Bicycle
81610512	2021	13-10-2021	633	3	MINES RD	TECHNOLOGY DR	0		Y	4	0	1	9	D	C	C	37.6927	-121.7456	40-49	Car/Pickup
81610514	2021	14-10-2021	749	4	MURRIETA BLVD	OLIVINA AV	0		Y	3	0	1	8	D	G	A	37.6828	-121.7911	50-59	Bicycle
81610516	2021	15-10-2021	1753	5	SOUTHFRONT RD	I-580	0		Y	4	0	1	0	D	C	A	37.7115	-121.7174	Unknown	Car/Pickup
81615742	2021	26-10-2021	1517	2	MURRIETA BLVD	JACK LONDON BLVD	688	N	N	3	0	2	3	E	I	A	37.6909	-121.7909	15-19	Car/Pickup
81615745	2021	28-10-2021	1634	4	OLIVINA AV	JAMES ST	0		Y	4	0	1	3	D	D	A	37.6830	-121.7815	20-29	Motorcycle
81615746	2021	28-10-2021	1743	4	DEBRA ST	THERESA WY	538	S	N	4	0	1	21	E	I	A	37.6900	-121.7303	30-39	Car/Pickup
81621275	2021	23-10-2021	1200	6	COLLEGE AV	L ST	0		Y	4	0	2	0	D	C	A	37.6745	-121.7687	Unknown	Car/Pickup
81621276	2021	23-10-2021	1528	6	PORTOLA AV	PASEO LAGUNA SECO	49	W	Y	3	0	1	3	H	G	A	37.6936	-121.7808	60-69	Bicycle
81623729	2021	05-11-2021	1512	5	FIRST ST	BELLMAWR DR	25	N	Y	4	0	1	3	C	C	A	37.6971	-121.7439	40-49	Car/Pickup
81625495	2021	21-10-2021	1351	4	JACK LONDON BLVD	SHOPS DR	62	W	Y	4	0	1	3	C	C	A	37.6972	-121.8452	50-59	Car/Pickup
81625497	2021	03-11-2021	1900	3	HOLMES ST	VANCOUVER WY	36	N	Y	4	0	1	9	D	C	C	37.6666	-121.7803	15-19	Car/Pickup
81630069	2021	08-11-2021	755	1	HOLMES ST	VANCOUVER WY	25	S	Y	4	0	1	3	C	C	A	37.6665	-121.7803	30-39	Car/Pickup
81630075	2021	11-11-2021	1942	4	BRISA ST	NATIONAL DR	0		Y	4	0	1	9	A	C	C	37.7016	-121.7137	20-29	Car/Pickup
81633906	2021	11-11-2021	1524	4	PRESTON AV	VASCO RD	0		Y	4	0	1	3	C	C	A	37.7062	-121.7227	40-49	Car/Pickup
81635219	2021	22-11-2021	1157	1	JUNCTION AV	K ST	153	E	Y	4	0	1	21	B	C	A	37.6903	-121.7738	50-59	Car/Pickup
81637839	2021	19-11-2021	2132	5	HEIDELBERG DR	DARWIN AV	0		Y	3	0	1	3	D	E	C	37.6614	-121.7764	15-19	Car/Pickup
81641724	2021	10-11-2021	556	3	VASCO RD	NAYLOR AV	0		Y	4	0	1	9	D	C	C	37.7038	-121.7212	20-29	Car/Pickup
81641726	2021	12-11-2021	926	5	STANLEY BL	MURRIETA BLVD	500	W	N	4	0	1	8	B	C	A	37.6778	-121.7893	80-110	Car/Pickup
81641731	2021	16-11-2021	1431	2	LAS POSITAS RD	PRESTON AV	0		Y	4	0	1	3	C	C	A	37.7071	-121.7099	40-49	Car/Pickup
81641736	2021	30-11-2021	548	2	NORTHFRONT RD	LAUGHLIN RD	56	E	Y	4	0	1	3	C	C	E	37.7152	-121.7104	20-29	Car/Pickup
81644758	2021	24-11-2021	1854	3	FIRST ST	SOUTHFRONT RD	0		Y	4	0	2	1	C	C	C	37.6997	-121.7419	40-49	Car/Pickup
81644759	2021	24-11-2021	2155	3	PATTERSON PASS RD	ARLENE WY	90	N	Y	4	0	1	8	E	I	C	37.6949	-121.7220	20-29	Car/Pickup
81644762	2021	26-11-2021	225	5	STANLEY BL	MURDELL LN	54	W	Y	4	0	1	1	C	C	C	37.6766	-121.8016	20-29	Car/Pickup
81651279	2021	01-12-2021	1631	3	VASCO RD	SCENIC AV	30	N	Y	4	0	1	3	C	C	B	37.7171	-121.7243	Unknown	Car/Pickup
81652468	2021	17-11-2021	859	3	AIRWAY BL	I-580	0		Y	4	0	1	3	C	C	A	37.7011	-121.8180	50-59	Car/Pickup
81652473	2021	08-12-2021	1802	3	EAST AV	JENSEN ST	152	W	Y	4	0	1	7	B	C	C	37.6799	-121.7556	50-59	Car/Pickup
81653649	2021	25-10-2021	2233	1	YOLO WY	DEL NORTE DR	172	S	Y	3	0	1	1	C	E	C	37.6942	-121.7879	20-29	Car/Pickup
81653658	2021	03-12-2021	1536	5	FOURTH ST	N ST	125	W	Y	3	0	1	3	C	C	A	37.6779	-121.7731	30-39	Motorcycle
81653671	2021	01-12-2021	1540	3	VASCO RD	SCENIC AV	637	S	N	3	0	1	3	C	C	A	37.7153	-121.7243	40-49	Truck
81659673	2021	12-12-2021	2136	7	MCLEOD ST	FIRST ST	0		Y	4	0	1	0	D	G	C	37.6828	-121.7675	20-29	Bicycle
81659684	2021	17-12-2021	1256	5	VASCO RD	SCENIC AV	600	S	N	3	0	1	3	C	C	A	37.7154	-121.7243	30-39	Car/Pickup
81666112	2021	21-12-2021	1105	2	LAS POSITAS RD	MINES RD	1126	W	N	4	0	1	0	D	C	A	37.6992	-121.7644	Unknown	Car/Pickup
81671920	2021	22-11-2021	754	1	PASEO LAGUNA SECO	CALLE DEL REY	706	N	N	2	0	1	3	G	B	A	37.6967	-121.7809	20-29	Pedestrian
81675319	2021	21-12-2021	1935	2	VASCO RD	LAS POSITAS RD	1300	S	N	3	0	1	3	E	I	C	37.6996	-121.7185	50-59	Car/Pickup
81678922	2021	02-01-2021	1522	6	RHODODENDRON DR	GOLF DR	0		Y	2	0	1	10	G	B	A	37.7151	-121.7467	15-19	Pedestrian
81682382	2021	29-12-2021	1236	3	BLUEBELL DR	LARKSPUR DR	0		Y	3	0	1	0	G	B	A	37.7058	-121.7399	Unknown	Pedestrian
81682384	2022	10-01-2022	1557	1	LIVERMORE AVE	PORTOLA AV	0		Y	4	0	1	12	D	C	A	37.6912	-121.7731	40-49	Car/Pickup
81682386	2022	19-01-2022	1256	3	VASCO RD	FORGET ME NOT	223	S	Y	4	0	2	3	C	C	A	37.7131	-121.7244	20-29	Car/Pickup
81682388	2022	06-01-2022	1503	4	MURRIETA BLVD	OLIVINA AV	143	N	Y	4	0	2	3	C	C	A	37.6832	-121.7911	40-49	Car/Pickup
81684382	2022	18-01-2022	1554	2	SCENIC AV	BROADMOOR ST	0		Y	4	0	2	1	C	C	A	37.7170	-121.7326	60-69	Car/Pickup
81684385	2022	19-01-2022	1612	3	LIVERMORE AVE	FIRST ST	62	S	Y	4	0	1	21	C	C	A	37.6819	-121.7682	30-39	Car/Pickup
81684386	2022	19-01-2022	1958	3	M ST	SECOND ST	79	S	Y	4	0	1	8	B	G	C	37.6796	-121.7720	Unknown	Bicycle
81684387	2022	20-01-2022	1530	4	SPRINGTOWN BL	LASSEN RD	0		Y	4	0	3	9	D	C	A	37.7054	-121.7414	50-59	Car/Pickup

Page 242 of 288

EXHIBIT A

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81684390	2022	05-01-2022	1711	3	THIRD ST	MCLEOD ST	0		Y	4	0	1	10	G	B	B	37.6816	-121.7657	Unknown	Pedestrian
81685300	2022	12-01-2022	2225	3	DOOLAN RD	COLLIER CYN RD	0		Y	3	0	1	1	D	E	C	37.7014	-121.8233	30-39	Car/Pickup
81685305	2022	22-01-2022	1309	6	ARLENE WY	DAPHNE DR	0		Y	3	0	1	12	A	G	A	37.6899	-121.7214	80-110	Bicycle
81690290	2022	20-01-2022	900	4	CONCANNON BLVD	MURDELL LN	0		Y	3	0	1	10	G	B	A	37.6607	-121.7985	20-29	Pedestrian
81690291	2022	21-01-2022	1148	5	LAS POSITAS RD	LIVERMORE AVE	35	S	Y	4	0	1	3	C	C	A	37.6976	-121.7734	50-59	Car/Pickup
81690293	2022	22-01-2022	930	6	FIRST ST	MAPLE ST	150	S	Y	3	0	1	8	B	G	A	37.6833	-121.7670	60-69	Bicycle
81690297	2022	25-01-2022	818	2	FOURTH ST	P ST	0		Y	3	0	1	12	D	C	A	37.6773	-121.7751	30-39	Car/Pickup
81693388	2022	20-01-2022	1206	4	JEANNIE WY	LOYOLA WY	49	N	Y	4	0	1	3	H	I	A	37.6861	-121.7387	60-69	Bicycle
81693389	2022	29-01-2022	1012	6	STANLEY BL	MURDELL LN	28	W	Y	4	0	1	18	E	I	A	37.6766	-121.8015	Unknown	Car/Pickup
81694136	2022	28-01-2022	2103	5	EAST AV	JEFFERSON AV	123	E	Y	4	0	1	8	B	E	C	37.6799	-121.7434	20-29	Car/Pickup
81695581	2022	29-01-2022	1315	6	STANLEY BL	WALL ST	396	E	N	3	0	1	11	G	B	A	37.6779	-121.7899	30-39	Pedestrian
81695582	2022	01-02-2022	1645	2	JACK LONDON BLVD	LIVERMORE OUTLETS DR	26	E	Y	4	0	1	21	C	C	A	37.6963	-121.8427	30-39	Car/Pickup
81697491	2022	01-02-2022	1423	2	FIRST ST	SOUTHFRONT RD	1095	N	N	4	0	1	4	C	C	A	37.7005	-121.7413	50-59	Car/Pickup
81697494	2022	06-02-2022	1433	7	VASCO RD	PRESTON AV	0		Y	4	0	1	8	A	C	A	37.7062	-121.7227	15-19	Car/Pickup
81698534	2022	26-01-2022	715	3	PORTOLA AV	PASEO LAGUNA SECO	0		Y	3	0	1	9	B	G	A	37.6936	-121.7806	Unknown	Bicycle
81698538	2022	29-01-2022	1156	6	HOLMES ST	FOURTH ST	0		Y	4	0	1	9	D	C	A	37.6760	-121.7796	50-59	Car/Pickup
81698541	2022	07-02-2022	1218	1	LIVERMORE AVE	CROMWELL WY	200	N	Y	4	0	1	3	C	C	A	37.6940	-121.7733	30-39	Car/Pickup
81706539	2022	23-01-2022	942	7	PINE ST	RINCON AV	95	W	Y	4	0	1	3	C	D	A	37.6883	-121.7837	40-49	Car/Pickup
81706541	2022	08-02-2022	1253	2	ARROYO RD	LATOUR AV	150	S	Y	4	0	1	7	E	I	A	37.6581	-121.7681	70-79	Car/Pickup
81706546	2022	18-02-2022	1318	5	STANLEY BL	ISABEL AV	20	W	Y	4	0	1	1	C	C	A	37.6762	-121.8055	50-59	Car/Pickup
81709486	2022	22-02-2022	1515	2	FOURTH ST	INMAN ST	225	W	Y	4	0	1	11	G	B	A	37.6839	-121.7618	20-29	Pedestrian
81709491	2022	16-02-2022	1313	3	LIVERMORE AVE	SEVENTH ST	0		Y	4	0	1	9	D	D	A	37.6782	-121.7624	15-19	Motorcycle
81712880	2022	17-02-2022	1127	4	JACK LONDON BLVD	ZEPPELIN DR	70	W	Y	4	0	1	8	C	C	A	37.6890	-121.8027	70-79	Car/Pickup
81713968	2022	28-02-2022	1850	1	LIVERMORE AVE	LAS POSITAS RD	200	N	Y	4	0	2	3	C	C	C	37.6981	-121.7735	20-29	Car/Pickup
81717333	2022	01-03-2022	1519	2	COLLEGE AV	LIVERMORE AVE	9	W	Y	4	0	1	0	D	G	A	37.6746	-121.7569	Unknown	Bicycle
81717334	2022	02-03-2022	617	3	LIVERMORE AVE	PORTOLA AV	0		Y	4	0	1	12	D	C	B	37.6912	-121.7731	20-29	Car/Pickup
81718358	2022	28-02-2022	1528	1	FIRST ST	TREVARNO RD	381	S	N	2	0	1	9	B	C	A	37.6920	-121.7507	30-39	Motorcycle
81718362	2022	09-02-2022	1733	3	LAS POSITAS RD	MINES RD	1644	W	N	3	0	1	3	D	C	B	37.6988	-121.7661	40-49	Car/Pickup
81728626	2022	11-03-2022	2205	5	EAST AV	CHARLOTTE WY	0		Y	3	0	1	5	H	G	C	37.6799	-121.7263	Unknown	Bicycle
81728627	2022	14-03-2022	1545	1	MURRIETA BLVD	STANLEY BL	485	S	N	4	0	1	0	D	G	A	37.6769	-121.7868	0-14	Bicycle
81730541	2022	28-02-2022	1629	1	P ST	SECOND ST	5	N	Y	4	0	1	9	D	G	A	37.6787	-121.7758	30-39	Bicycle
81730545	2022	10-03-2022	1506	4	RAILROAD AV	N ST	43	W	Y	3	0	1	3	C	C	A	37.6820	-121.7746	40-49	Car/Pickup
81730551	2022	20-03-2022	2025	7	VASCO RD	RESEARCH DR	360	S	N	3	0	2	1	D	C	C	37.6747	-121.7189	40-49	Car/Pickup
81730553	2022	21-03-2022	1756	1	FOURTH ST	CHURCH ST	8	W	Y	3	0	1	10	G	B	A	37.6826	-121.7630	30-39	Pedestrian
81742172	2022	09-03-2022	650	3	FIRST ST	P ST	0		Y	4	0	2	12	D	C	A	37.6795	-121.7762	50-59	Car/Pickup
81742177	2022	17-03-2022	1313	4	SPRINGTOWN BL	BLUEBELL DR	0		Y	4	0	3	0	D	C	A	37.7051	-121.7406	Unknown	Car/Pickup
81742178	2022	19-03-2022	1522	6	EAST AV	ALMOND AV	0		Y	4	0	2	8	A	C	A	37.6799	-121.7398	80-110	Car/Pickup
81742183	2022	21-03-2022	1327	1	STANLEY BL	S ST	0		Y	4	0	2	0	D	C	A	37.6795	-121.7807	Unknown	Car/Pickup
81742189	2022	25-03-2022	2117	5	FIRST ST	LARCH LN	200	S	Y	4	0	1	1	C	E	C	37.6887	-121.7552	30-39	Car/Pickup
81742190	2022	29-03-2022	1850	2	MURRIETA BLVD	OLIVINA AV	551	S	N	4	0	1	1	E	I	A	37.6813	-121.7910	40-49	Car/Pickup
81759381	2022	18-03-2022	949	5	FOURTH ST	I ST	0	S	Y	4	0	1	9	D	C	A	37.6798	-121.7665	30-39	Car/Pickup
81759385	2022	27-03-2022	1953	7	FIRST ST	WORTHING CM	0		Y	4	0	1	11	G	B	C	37.6861	-121.7597	0-14	Pedestrian
81759386	2022	29-03-2022	1705	2	LAS FLORES RD	BLUEBELL DR	69	S	Y	3	0	1	8	C	E	A	37.7061	-121.7383	15-19	Car/Pickup
81759387	2022	30-03-2022	605	3	CONCANNON BLVD	HOLMES ST	0		Y	4	0	2	12	D	C	C	37.6608	-121.7803	30-39	Car/Pickup
81759391	2022	01-04-2022	1740	5	RAILROAD AV	P ST	415	W	N	4	0	1	9	D	C	A	37.6807	-121.7782	20-29	Car/Pickup
81759392	2022	02-04-2022	2211	6	LIVERMORE AVE	ARROYO PLAZA	21	S	Y	4	0	3	1	C	D	C	37.6990	-121.7738	40-49	Car/Pickup
81759394	2022	04-04-2022	1222	1	EAST AV	ESTATES ST	40	E	Y	4	0	1	0	E	J	A	37.6799	-121.7516	70-79	Bicycle
81759397	2022	06-04-2022	1752	3	DALTON AV	VASCO RD	400	W	N	4	0	1	3	C	C	A	37.7270	-121.7256	20-29	Car/Pickup

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81759398	2022	07-04-2022	625	4	VASCO RD	PRESTON AV	0		Y	3	0	1	9	D	C	A	37.7062	-121.7227	50-59	Car/Pickup
81759401	2022	07-04-2022	1716	4	VASCO RD	GARAVENTA RANCH RD	0		Y	4	0	2	0	B	C	A	37.7224	-121.7240	Unknown	Car/Pickup
81759404	2022	10-04-2022	2212	7	VASCO RD	I-580	0		Y	3	0	1	12	D	G	C	37.7092	-121.7239	20-29	Bicycle
81759406	2022	14-04-2022	839	4	HOLMES ST	ELAINE AV	0		Y	4	0	1	9	D	C	A	37.6696	-121.7804	80-110	Car/Pickup
81759410	2022	21-04-2022	605	4	HOLMES ST	MURRIETA BLVD	0		Y	4	0	1	9	D	C	B	37.6760	-121.7798	30-39	Car/Pickup
81770044	2022	15-03-2022	654	2	ZIRCON WY	AMBER WY	0		Y	1	1	0	3	C	E	A	37.6709	-121.8018	70-79	Car/Pickup
81770045	2022	08-04-2022	2020	5	EAST AV	LOYOLA WY	5	W	Y	3	0	1	3	H	A	C	37.6799	-121.7389	50-59	Motorcycle
81770047	2022	13-04-2022	843	3	PASATIEMPO ST	OCEAN HILLS WY	79	S	Y	3	0	6	8	D	C	A	37.7245	-121.7271	70-79	Car/Pickup
81770054	2022	23-04-2022	1351	6	LIVERMORE AVE	SIXTH ST	30	S	Y	4	0	1	8	E	I	A	37.6788	-121.7633	60-69	Car/Pickup
81770058	2022	24-04-2022	1832	7	RAILROAD AV	P ST	528	E	N	3	0	1	0	D	G	A	37.6817	-121.7752	Unknown	Bicycle
81770059	2022	24-04-2022	2159	7	CONCANNON BLVD	CALDEIRA DR	0		Y	3	0	1	1	D	C	C	37.6650	-121.7497	30-39	Car/Pickup
81770060	2022	25-04-2022	1223	1	AIRWAY BL	SUTTER ST	785	W	N	2	0	2	8	B	C	A	37.7004	-121.7966	50-59	Car/Pickup
81770061	2022	26-04-2022	748	2	HOLMES ST	EL CAMINITO	0		Y	3	0	3	17	D	C	A	37.6671	-121.7803	15-19	Car/Pickup
81770065	2022	28-04-2022	1122	4	MURRIETA BLVD	OLIVINA AV	20	N	Y	3	0	1	8	E	I	A	37.6829	-121.7911	20-29	Car/Pickup
81770066	2022	29-04-2022	1503	5	GREENVILLE RD	LAS POSITAS RD	420	S	N	4	0	1	8	E	I	A	37.7116	-121.6985	40-49	Car/Pickup
81770069	2022	30-04-2022	204	6	SCENIC AV	AQUARIUS ST	0		Y	3	0	2	1	D	C	C	37.7171	-121.7375	20-29	Car/Pickup
81770070	2022	30-04-2022	2053	6	FOURTH ST	M ST	144	E	Y	4	0	1	1	C	E	C	37.6785	-121.7710	80-110	Car/Pickup
81770073	2022	01-05-2022	2322	7	PORTOLA AV	P ST	45	E	Y	3	0	1	1	E	I	C	37.6939	-121.7814	20-29	Car/Pickup
81770074	2022	02-05-2022	1027	1	EL CAMINITO	CAMELIA DR	567	W	N	3	0	1	8	D	E	A	37.6670	-121.7880	60-69	Car/Pickup
81770076	2022	03-05-2022	1551	2	MCLEOD ST	SECOND ST	58	N	Y	4	0	1	21	C	C	A	37.6824	-121.7669	Unknown	Car/Pickup
81770079	2022	04-05-2022	1302	3	PORTOLA AV	ENOS WY	88	E	Y	3	0	3	9	D	C	A	37.6912	-121.7679	70-79	Car/Pickup
81779736	2022	13-05-2022	1601	5	LONGARD RD	MOUNTAIN VISTA PW	703	W	N	4	0	1	3	E	I	A	37.7129	-121.7039	50-59	Motorcycle
81779741	2022	16-05-2022	1750	1	FOURTH ST	CHURCH ST	62	W	Y	3	0	1	0	D	G	A	37.6825	-121.7631	Unknown	Bicycle
81780978	2022	22-05-2022	1617	7	HOLMES ST	LEXINGTON WY	0		Y	4	0	1	12	D	C	A	37.6517	-121.7831	50-59	Car/Pickup
81782925	2022	24-05-2022	1053	2	VASCO RD	SCENIC AV	50	S	Y	4	0	1	3	C	C	A	37.7169	-121.7243	40-49	Car/Pickup
81783795	2022	12-05-2022	530	4	LAS POSITAS RD	LIVERMORE AVE	0		Y	3	0	1	0	D	G	A	37.6976	-121.7734	Unknown	Bicycle
81783797	2022	24-05-2022	1827	2	LIVERMORE AVE	PORTOLA AV	0		Y	4	0	1	12	D	C	A	37.6912	-121.7731	30-39	Car/Pickup
81789607	2022	24-05-2022	637	2	STANLEY BL	ISABEL AVE	0		Y	4	0	1	8	B	C	B	37.6760	-121.8055	60-69	Car/Pickup
81798151	2022	13-06-2022	1701	1	FOURTH ST	P ST	30	W	Y	4	0	1	1	C	C	A	37.6772	-121.7752	40-49	Car/Pickup
81799475	2022	07-06-2022	811	2	JEFFERSON AV	EAST AV	24	N	Y	4	0	1	3	C	C	A	37.6799	-121.7438	0-14	Car/Pickup
81808495	2022	05-05-2022	1914	4	EAST AV	VASCO RD	3	W	Y	4	0	2	3	A	C	A	37.6798	-121.7188	50-59	Car/Pickup
81808500	2022	08-06-2022	819	3	MOCHO ST	HOLMES ST	12	W	Y	4	0	1	10	G	B	A	37.6729	-121.7804	50-59	Pedestrian
81808501	2022	15-06-2022	1724	3	FIRST ST	MINES RD	0		Y	3	0	1	9	D	C	A	37.6946	-121.7471	50-59	Motorcycle
81809389	2022	19-06-2022	1647	7	LIVERMORE AVE	LAS POSITAS RD	33	S	Y	4	0	2	3	C	C	A	37.6975	-121.7734	20-29	Car/Pickup
81810891	2022	24-06-2022	2048	5	LAS POSITAS RD	ARROYO VISTA RD	103	N	Y	3	0	1	8	E	I	B	37.6974	-121.7418	60-69	Car/Pickup
81810892	2022	25-06-2022	1320	6	RHODODENDRON DR	GLADIOLUS CT	0		Y	4	0	1	9	D	C	A	37.7126	-121.7445	20-29	Car/Pickup
81810893	2022	27-06-2022	1701	1	LIVERMORE AVE	PORTOLA AV	0		Y	3	0	1	9	D	G	A	37.6912	-121.7731	30-39	Bicycle
81810894	2022	27-06-2022	1755	1	EAST AV	JEFFERSON AV	80	E	Y	4	0	1	8	D	C	A	37.6799	-121.7435	30-39	Bus
81814831	2022	06-06-2022	757	1	EAST AV	NIELSEN LN	18	W	Y	3	0	1	3	D	G	A	37.6799	-121.7453	40-49	Bicycle
81814836	2022	29-06-2022	1737	3	VALLECITOS RD	WETMORE RD	85	S	Y	4	0	5	3	C	C	A	37.6471	-121.7849	40-49	Car/Pickup
81820062	2022	05-07-2022	1751	2	PORTOLA AV	BLACKWOOD CO	0		Y	4	0	1	9	D	G	A	37.6920	-121.7774	60-69	Bicycle
81820064	2022	07-07-2022	2013	4	PORTOLA AV	PASEO LAGUNA SECO	0		Y	4	0	1	1	D	C	A	37.6936	-121.7806	20-29	Motorcycle
81821963	2022	15-07-2022	959	5	STANLEY BL	EL CAMINITO	590	E	N	3	0	1	7	C	G	A	37.6775	-121.7933	Unknown	Bicycle
81821964	2022	18-07-2022	1156	1	LIVERMORE AVE	RAILROAD AV	0		Y	4	0	2	3	C	C	A	37.6835	-121.7695	50-59	Car/Pickup
81823538	2022	20-07-2022	1906	3	FOURTH ST	J ST	0		Y	3	0	2	9	D	C	A	37.6795	-121.7677	70-79	Car/Pickup
81824850	2022	22-07-2022	1043	5	L ST	FOURTH ST	0		Y	4	0	1	9	D	C	A	37.6787	-121.7702	70-79	Car/Pickup
81830944	2022	27-07-2022	753	3	MURRIETA BLVD	PINE ST	0		Y	4	0	1	12	D	C	A	37.6884	-121.7910	20-29	Car/Pickup
81832802	2022	31-07-2022	1920	7	FIRST ST	MINES RD	0		Y	4	0	1	12	D	C	A	37.6946	-121.7471	20-29	Car/Pickup

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81839456	2022	25-07-2022	1759	1	WISTERIA WY	BLUEBELL DR	135	E	Y	4	0	1	9	B	C	A	37.7108	-121.7345	30-39	Car/Pickup
81842111	2022	04-08-2022	552	4	VASCO RD	SCENIC AV	370	S	N	3	0	1	3	C	C	B	37.7160	-121.7243	40-49	Car/Pickup
81842113	2022	08-08-2022	1812	1	ARROYO RD	SUPERIOR DR	0		Y	4	0	2	9	D	C	A	37.6538	-121.7682	20-29	Car/Pickup
81842123	2022	12-08-2022	637	5	PRESTON AV	SOUTHFRONT RD	143	W	Y	3	0	3	8	C	E	A	37.7058	-121.7237	20-29	Car/Pickup
81842127	2022	13-08-2022	1550	6	VASCO RD	WELCH LN	0		Y	4	0	1	8	E	I	A	37.6739	-121.7189	80-110	Car/Pickup
81843108	2022	03-08-2022	2133	3	CONCANNON BLVD	LIVERMORE AVE	45	W	Y	3	0	1	1	C	C	C	37.6697	-121.7494	30-39	Car/Pickup
81843110	2022	12-08-2022	1128	5	FIRST ST	MAPLE ST	38	E	Y	4	0	1	4	C	C	A	37.6837	-121.7666	40-49	Car/Pickup
81844087	2022	15-08-2022	900	1	EAST AV	HILLCREST AV	440	W	N	4	0	1	2	C	C	A	37.6799	-121.7500	60-69	Car/Pickup
81844089	2022	16-08-2022	821	2	VASCO RD	NORTHFRONT RD	325	N	N	4	0	1	3	C	C	A	37.7129	-121.7242	15-19	Car/Pickup
81844091	2022	17-08-2022	537	3	NATIONAL DR	LONGFELLOW CT	400	W	N	4	0	1	8	C	E	C	37.7011	-121.7049	30-39	Car/Pickup
81850359	2022	13-08-2022	1309	6	VASCO RD	FORGET ME NOT	68	N	Y	3	0	1	3	C	C	A	37.7139	-121.7244	40-49	Car/Pickup
81852773	2022	24-08-2022	830	3	L ST	VETERANS WY	0	N	Y	4	0	1	8	B	C	A	37.6817	-121.7716	Unknown	Car/Pickup
81854020	2022	13-08-2022	7	6	LIVERMORE AVE	PALM AVE	264	N	N	3	0	1	8	C	E	C	37.6770	-121.7606	40-49	Car/Pickup
81854022	2022	25-08-2022	2005	4	HERMAN AV	RUBICON WY	0		Y	4	0	1	12	D	C	C	37.7137	-121.7174	20-29	Car/Pickup
81854023	2022	26-08-2022	1522	5	MAPLE ST	THIRD ST	0		Y	3	0	3	9	D	C	A	37.6824	-121.7649	15-19	Car/Pickup
81854966	2022	04-08-2022	1505	4	RAILROAD AV	P ST	45	W	Y	4	0	1	9	D	D	A	37.6811	-121.7770	15-19	Car/Pickup
81854973	2022	24-08-2022	1827	3	WETMORE RD	TALINGA DR	0		Y	4	0	1	3	C	C	A	37.6452	-121.7731	20-29	Car/Pickup
81854975	2022	26-08-2022	2154	5	HOLMES ST	HOLMES CT	69	N	Y	3	0	1	1	E	I	C	37.6753	-121.7799	60-69	Motorcycle
81859537	2022	31-08-2022	1329	3	CHESTNUT ST	L ST	0		Y	4	0	1	9	D	C	A	37.6846	-121.7729	30-39	Car/Pickup
81859538	2022	03-09-2022	825	6	INMAN ST	FIRST ST	10	S	Y	3	0	1	5	H	I	A	37.6851	-121.7617	15-19	Bicycle
81860540	2022	31-08-2022	1713	3	PATTERSON PASS RD	ROBIN CO	0		Y	4	0	2	9	D	C	A	37.6903	-121.7394	70-79	Car/Pickup
81862935	2022	01-09-2022	842	4	PINE ST	DAKOTA CT	0		Y	4	0	1	9	D	C	A	37.6884	-121.7876	40-49	Car/Pickup
81864954	2022	09-09-2022	1553	5	MINES RD	FIRST ST	0		Y	4	0	1	4	C	C	A	37.6946	-121.7471	20-29	Car/Pickup
81872592	2022	16-09-2022	831	5	EAST AV	JEFFERSON AV	106	E	Y	4	0	2	3	C	C	A	37.6799	-121.7435	40-49	Car/Pickup
81874162	2022	15-09-2022	17	4	DOLORES ST	ARBOR AV	28	S	Y	3	0	1	8	C	E	C	37.6791	-121.7570	15-19	Car/Pickup
81874163	2022	15-09-2022	1024	4	L ST	LINDEN ST	75	S	Y	3	0	1	8	B	E	A	37.6874	-121.7742	70-79	Car/Pickup
81874165	2022	16-09-2022	1040	5	SPRINGTOWN BL	I-580	0		Y	3	0	2	9	G	B	A	37.7027	-121.7402	60-69	Pedestrian
81874169	2022	19-09-2022	1116	1	FIRST ST	O ST	0		Y	3	0	1	9	B	C	A	37.6798	-121.7749	40-49	Car/Pickup
81874171	2022	22-09-2022	806	4	VASCO RD	GARAVENTA RANCH RD	20	N	Y	3	0	1	12	D	G	A	37.7224	-121.7240	0-14	Bicycle
81874172	2022	21-09-2022	1443	3	FIRST ST	LARCH LN	425	W	N	4	0	1	9	B	C	A	37.6889	-121.7564	30-39	Car/Pickup
81876375	2022	26-09-2022	1038	1	FIRST ST	P ST	0		Y	3	0	3	12	D	C	A	37.6795	-121.7762	60-69	Car/Pickup
81883659	2022	02-09-2022	959	5	HILLCREST AV	EAST AV	235	N	Y	2	0	1	8	D	C	A	37.6805	-121.7484	50-59	Car/Pickup
81884804	2022	02-10-2022	1029	7	ESTATES ST	HARVARD CT	0		Y	4	0	1	21	D	C	A	37.6807	-121.7517	20-29	Car/Pickup
81885660	2022	26-09-2022	1712	1	JACK LONDON BLVD	WOLF HOUSE DR	2112	E	N	3	0	2	3	D	C	A	37.6915	-121.8346	50-59	Car/Pickup
81890954	2022	29-09-2022	1406	4	N CANYONS PKWY	CONSTITUTION DR	253	W	N	4	0	1	4	C	C	A	37.7043	-121.8180	40-49	Car/Pickup
81890955	2022	30-09-2022	1607	5	FIRST ST	MINES RD	0		Y	4	0	2	1	D	C	A	37.6946	-121.7471	30-39	Car/Pickup
81890957	2022	06-10-2022	1604	4	ELAINE AV	VIA GRANADA	0		Y	4	0	2	9	D	C	A	37.6696	-121.7810	15-19	Car/Pickup
81890959	2022	07-10-2022	1106	5	SHIRLEY WY	LILLIAN ST	8	W	Y	3	0	1	8	B	C	A	37.6829	-121.7322	20-29	Car/Pickup
81890963	2022	10-10-2022	743	1	STANLEY BL	ISABEL AV	190	E	Y	4	0	1	3	C	C	A	37.6762	-121.8053	70-79	Car/Pickup
81894893	2022	10-10-2022	1721	1	LIVERMORE AVE	ARROYO PLAZA	50	S	Y	4	0	1	3	C	C	A	37.6989	-121.7738	20-29	Car/Pickup
81894894	2022	13-10-2022	1743	4	EAST AV	JEFFERSON AV	0		Y	3	0	1	9	D	G	A	37.6799	-121.7438	30-39	Bicycle
81898351	2022	14-10-2022	1041	5	EAST AV	CHARLOTTE WY	0		Y	3	0	1	10	G	B	A	37.6799	-121.7263	15-19	Pedestrian
81899466	2022	29-09-2022	2103	4	VASCO RD	SCENIC AV	0		Y	4	0	2	12	D	C	C	37.7170	-121.7243	50-59	Car/Pickup
81908333	2022	26-10-2022	2110	3	JACK LONDON BLVD	DISCOVERY DR	1092	W	N	4	0	1	3	C	C	C	37.6895	-121.8133	Unknown	Car/Pickup
81912077	2022	28-10-2022	649	5	VASCO RD	NORTHFRONT RD	0		Y	2	0	1	9	G	B	C	37.7120	-121.7243	50-59	Pedestrian
81912079	2022	30-10-2022	2103	7	FIRST ST	SOUTHFRONT RD	0		Y	4	0	2	8	D	C	C	37.6997	-121.7419	70-79	Car/Pickup
81914472	2022	11-10-2022	2316	2	MURRIETA BLVD	OLIVINA AV	688	S	N	2	0	3	1	E	I	C	37.6810	-121.7909	20-29	Car/Pickup
81914473	2022	26-10-2022	1427	3	VALLECITOS RD	ISABEL AV	440	E	N	4	0	1	3	E	I	A	37.6376	-121.7974	40-49	Car/Pickup

CASE_ID	ACCIDENT YEAR	COLLISION DATE	COLLISION TIME	DAY	PRIMARY RD	SECONDARY RD	DISTANCE	DIRECTION	INTERSECTION WITHIN 250 FEET	COLLISION SEVERITY	NUMBER KILLED	NUMBER INJURED	PCF VIOL CATEGORY	TYPE OF COLLISION	MVIW	LIGHTING	LATITUDE	LONGITUDE	AGE GROUP	MODE
81917776	2022	28-10-2022	1030	5	MURRIETA BLVD	ALAMEDA DR	0		Y	4	0	1	9	D	C	A	37.6932	-121.7896	50-59	Car/Pickup
81917784	2022	12-11-2022	1100	6	FIFTH ST	N ST	5	W	Y	4	0	1	10	G	B	A	37.6773	-121.7723	60-69	Pedestrian
81922229	2022	11-11-2022	1630	5	KITTY HAWK RD	AIRWAY BL	0		Y	4	0	1	8	H	A	A	37.6998	-121.8178	15-19	Motorcycle
81928554	2022	20-11-2022	728	7	SECOND ST	L ST	0		Y	4	0	1	12	D	C	A	37.6802	-121.7709	60-69	Car/Pickup
81932229	2022	09-11-2022	1356	3	MURRIETA BLVD	PORTOLA AV	0		Y	3	0	1	9	G	B	A	37.6956	-121.7841	15-19	Pedestrian
81933117	2022	17-11-2022	1610	4	FIFTH ST	O ST	0		Y	4	0	3	8	D	C	A	37.6769	-121.7736	40-49	Car/Pickup
81933119	2022	23-11-2022	1338	3	MINES RD	FIRST ST	20	W	Y	3	0	1	12	D	G	A	37.6946	-121.7472	50-59	Bicycle
81933121	2022	27-11-2022	1014	7	JACK LONDON BLVD	DISCOVERY DR	4418	W	N	3	0	2	8	F	A	A	37.6892	-121.8058	30-39	Car/Pickup
81934817	2022	29-11-2022	826	2	EAST AV	CHARLOTTE WY	20	N	Y	2	0	1	17	G	B	A	37.6799	-121.7263	40-49	Pedestrian
81938962	2022	07-09-2022	1555	3	FIRST ST	MINES RD	365	N	N	4	0	1	8	D	G	A	37.6952	-121.7462	30-39	Bicycle
81938965	2022	04-10-2022	1730	2	RIVERS BEND CI	DEEP CREEK RD (S)	903	E	N	3	0	1	9	D	C	A	37.6692	-121.7626	0-14	Motorcycle
81938967	2022	10-10-2022	927	1	FIRST ST	HOLMES ST	0		Y	4	0	2	12	D	C	A	37.6786	-121.7787	60-69	Car/Pickup
81938973	2022	01-12-2022	1735	4	FOURTH ST	S ST	39	W	Y	3	0	3	1	A	C	C	37.6761	-121.7790	30-39	Car/Pickup
81941743	2022	14-11-2022	953	1	MURRIETA BLVD	STANLEY BL	132	S	Y	3	0	1	0	H	J	A	37.6777	-121.7875	Unknown	Bicycle
81944074	2022	27-10-2022	800	4	EL PADRO DR	CONCANNON BLVD	55	N	Y	3	0	1	5	A	G	A	37.6609	-121.7922	0-14	Bicycle
81944078	2022	23-11-2022	1305	3	VINEYARD AV	VALLECITOS RD	1060	W	N	3	0	1	6	B	C	A	37.6461	-121.7924	40-49	Motorcycle
81944080	2022	02-12-2022	1446	5	AIRWAY BL	KITTY HAWK RD	0		Y	3	0	3	12	D	C	A	37.6998	-121.8178	30-39	Car/Pickup
81945015	2022	14-12-2022	130	3	FIRST ST	SOUTHFRONT RD	703	N	N	4	0	1	1	E	I	C	37.7005	-121.7413	Unknown	Car/Pickup
81945016	2022	15-12-2022	821	4	BERNAL AV	MARYLIN AV	0		Y	4	0	1	9	D	G	A	37.6839	-121.7844	40-49	Bicycle
81953960	2022	13-12-2022	1608	2	PORTOLA AV	PORTOLA MEADOWS RD	30	E	Y	3	0	1	3	C	D	A	37.6920	-121.7773	20-29	Car/Pickup
81956165	2022	15-12-2022	2013	4	EAST AV	DOLORES ST	350	W	N	4	0	2	1	C	C	C	37.6799	-121.7582	15-19	Car/Pickup
81962364	2022	19-12-2022	510	1	COLLEGE AV	SIXTH ST	40	E	Y	4	0	1	1	B	E	C	37.6751	-121.7755	15-19	Car/Pickup
81962366	2022	23-12-2022	1921	5	STANLEY BL	MURDELL LN	47	W	Y	4	0	1	3	C	C	C	37.6766	-121.8015	Unknown	Car/Pickup
81964078	2022	22-12-2022	754	4	CONCANNON BLVD	ARROYO RD	0		Y	4	0	1	10	G	B	A	37.6609	-121.7681	60-69	Pedestrian
81965294	2023	04-01-2023	754	3	HOLMES ST	MOCHO ST	0		Y	4	0	1	12	D	C	A	37.6729	-121.7804	15-19	Car/Pickup
81966331	2022	09-12-2022	1719	5	LAS POSITAS RD	PULLMAN ST	0		Y	4	0	2	3	C	C	C	37.7055	-121.7136	40-49	Car/Pickup
81966332	2022	11-12-2022	221	7	ROBERTSON PARK RD	ARROYO RD	2693	E	N	3	0	1	1	F	A	D	37.6693	-121.7596	40-49	Car/Pickup
81966338	2022	16-12-2022	1423	5	VALLECITOS RD	ISABEL AV	623	N	N	2	0	3	1	D	C	A	37.6373	-121.7988	20-29	Car/Pickup
81966353	2022	27-12-2022	1657	2	MURRIETA BLVD	OLIVINA AV	500	N	N	3	0	1	8	E	I	C	37.6842	-121.7910	30-39	Car/Pickup
81966354	2022	30-12-2022	1105	5	CHARLOTTE WY	URSLA ST	173	W	Y	4	0	1	3	C	C	A	37.6881	-121.7341	15-19	Car/Pickup
81971560	2023	11-01-2023	1744	3	FOURTH ST	COLLEGE AV	15	W	Y	4	0	2	9	D	C	C	37.6761	-121.7789	60-69	Car/Pickup
81973555	2023	14-01-2023	1153	6	HOLMES ST	CATALINA DR	0		Y	4	0	2	3	C	C	A	37.6629	-121.7803	20-29	Car/Pickup
81976509	2023	20-01-2023	921	5	CONCANNON BLVD	NORMANDY CIR	0		Y	4	0	1	9	D	C	A	37.6610	-121.7649	30-39	Car/Pickup
81980097	2023	04-01-2023	1453	3	MINES RD	AUDRY ST	75	N	Y	3	0	2	1	D	C	A	37.6880	-121.7391	50-59	Car/Pickup
81983792	2023	20-01-2023	1219	5	L ST	PINE ST	0		Y	4	0	1	12	D	C	A	37.6905	-121.7757	40-49	Car/Pickup
81989352	2023	28-01-2023	1614	6	SOUTHFRONT RD	PRESTON AV	387	N	N	2	0	1	3	E	I	A	37.7069	-121.7239	Unknown	Motorcycle
81990400	2023	19-01-2023	1307	4	LIVERMORE AVE	PORTOLA AV	80	S	Y	3	0	1	12	E	I	A	37.6910	-121.7731	20-29	Car/Pickup
81990401	2023	21-01-2023	1810	6	THIRD ST	CHURCH ST	0		Y	4	0	1	10	G	B	B	37.6833	-121.7640	Unknown	Pedestrian
81990408	2023	27-01-2023	630	5	SOUTHFRONT RD	PRESTON AV	759	N	N	4	0	1	3	E	I	B	37.7078	-121.7246	30-39	Car/Pickup
81993723	2023	02-02-2023	942	4	OLIVINA AV	P ST	0		Y	4	0	1	10	G	B	A	37.6832	-121.7778	Unknown	Pedestrian
81993724	2023	02-02-2023	1406	4	STANLEY BL	RAILROAD AV	3	S	Y	3	0	1	11	G	B	A	37.6794	-121.7807	60-69	Pedestrian
81993729	2023	07-02-2023	1545	2	MAPLE ST	THIRD ST	0		Y	4	0	2	9	D	C	A	37.6824	-121.7649	40-49	Car/Pickup
81994820	2023	12-02-2023	1525	7	ARROWHEAD AV	TREEFLOWER DR	177	N	Y	4	0	1	5	B	C	A	37.7126	-121.7304	20-29	Car/Pickup
82005844	2023	20-02-2023	1815	1	LAS POSITAS RD	FIRST ST	1056	W	N	4	0	3	9	D	C	A	37.7000	-121.7458	15-19	Car/Pickup
82008588	2023	17-02-2023	1843	5	PORTOLA AV	ROYAL RD	0		Y	4	0	2	8	B	C	C	37.6911	-121.7672	60-69	Car/Pickup
82014508	2023	02-03-2023	1713	4	JACK LONDON BLVD	ZEPPELIN DR	0		Y	3	0	1	9	D	C	A	37.6890	-121.8025	20-29	Car/Pickup
82018212	2023	27-02-2023	112	1	KALTHOFF CO	ROCKY RIDGE	1689	E	N	3	0	2	8	E	I	D	37.6324	-121.7956	15-19	Car/Pickup
82018218	2023	31-01-2023	1705	2	VALLECITOS RD	WETMORE RD	0		Y	4	0	1	12	A	C	B	37.6472	-121.7847	50-59	Car/Pickup

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82018223	2023	24-02-2023	2303	5	RAILROAD AV	P ST	0		Y	2	0	3	0	D	C	C	37.6812	-121.7769	Unknown	Car/Pickup
82024686	2023	09-03-2023	1244	4	PATTERSON PASS RD	VASCO RD	685	E	N	3	0	1	3	E	I	A	37.6952	-121.7166	20-29	Car/Pickup
82024687	2023	09-03-2023	1655	4	LIVERMORE AVE	FIFTH ST	0		Y	3	0	2	9	D	C	A	37.6795	-121.7645	30-39	Car/Pickup
82026589	2023	11-03-2023	300	6	EAST AV	JEFFERSON AV	200	W	Y	4	0	1	1	C	E	D	37.6799	-121.7445	20-29	Car/Pickup
82027637	2022	01-10-2022	2302	6	KALTHOFF CO	VINEYARD AV	1568	W	N	3	0	2	3	E	I	D	37.6388	-121.7916	Unknown	Car/Pickup
82027639	2022	19-12-2022	1833	1	FIRST ST	PORTOLA AV	0		Y	3	0	3	9	D	C	C	37.6909	-121.7525	30-39	Car/Pickup
82027640	2022	28-12-2022	1424	3	STANLEY BL	S ST	0		Y	4	0	1	12	D	G	A	37.6795	-121.7807	15-19	Bicycle
82027641	2023	10-03-2023	1910	5	VASCO RD	BRISA ST	819	S	N	3	0	1	0	E	I	A	37.6974	-121.7186	Unknown	Bicycle
82027645	2023	22-02-2023	1004	3	MURRIETA BLVD	STANLEY BL	0		Y	4	0	1	11	G	B	A	37.6780	-121.7876	15-19	Pedestrian
82028461	2023	20-03-2023	1617	1	L ST	CHESTNUT ST	0		Y	4	0	2	12	D	C	A	37.6846	-121.7729	20-29	Car/Pickup
82028463	2023	21-03-2023	1630	2	FIRST ST	MINES RD	100	S	Y	4	0	1	3	C	C	A	37.6944	-121.7474	30-39	Car/Pickup
82030223	2023	12-03-2023	709	7	VASCO RD	CRESTMONT AV	242	S	Y	3	0	1	1	E	I	A	37.7194	-121.7242	20-29	Car/Pickup
82030226	2023	17-03-2023	633	5	RAILROAD AV	STANLEY BL	320	E	N	4	0	1	3	E	I	C	37.6800	-121.7799	20-29	Car/Pickup
82030227	2023	17-03-2023	649	5	NORTHFRONT RD	VASCO RD	320	E	N	4	0	1	9	D	C	C	37.7119	-121.7232	50-59	Car/Pickup
82034347	2023	20-03-2023	1639	1	MURRIETA BLVD	FENTON ST	533	W	N	2	0	2	1	A	C	A	37.6759	-121.7853	20-29	Car/Pickup
82041635	2023	20-03-2023	1441	1	P ST	FOURTH ST	30	N	Y	4	0	1	4	C	C	A	37.6773	-121.7752	40-49	Car/Pickup
82041637	2023	23-03-2023	808	4	CONCANNON BLVD	EPSON ST	0		Y	4	0	1	9	D	G	A	37.6609	-121.7751	30-39	Bicycle
82041641	2023	28-03-2023	1216	2	MURRIETA BLVD	CEDAR DR	70	S	Y	4	0	1	8	E	I	A	37.6857	-121.7910	60-69	Car/Pickup
82041647	2023	04-04-2023	1459	2	GREENVILLE RD	HAWTHORNE AV	443	N	N	3	0	1	3	E	I	A	37.7082	-121.6982	30-39	Car/Pickup
82048300	2023	07-04-2023	2157	5	JOYCE ST	KIRSTEN WY	0		Y	3	0	1	9	B	C	C	37.6931	-121.7321	30-39	Motorcycle
82052373	2023	14-04-2023	816	5	EAST AV	HILLCREST AV	0		Y	4	0	1	10	G	B	A	37.6799	-121.7485	60-69	Pedestrian
82052379	2023	19-04-2023	1436	3	HOLMES ST	ELAINE AV	0		Y	4	0	1	9	D	G	A	37.6696	-121.7804	20-29	Bicycle
82056428	2023	15-04-2023	1225	6	FOURTH ST	L ST	0		Y	3	0	1	0	B	C	A	37.6787	-121.7702	Unknown	Car/Pickup
82061949	2023	13-04-2023	737	4	JACK LONDON BLVD	HAGEMANN DR	0		Y	2	0	1	12	G	B	A	37.6891	-121.8009	40-49	Pedestrian
82061953	2023	19-04-2023	744	3	VASCO RD	PATTERSON PASS RD	698	S	N	3	0	1	3	C	G	A	37.6925	-121.7187	60-69	Bicycle
82061956	2023	25-04-2023	837	2	MAPLE ST	SECOND ST	0		Y	4	0	1	9	D	C	A	37.6831	-121.7659	60-69	Car/Pickup
82061965	2023	29-04-2023	1737	6	EAST AV	VASCO RD	208	W	Y	2	0	1	0	B	G	A	37.6798	-121.7196	Unknown	Bicycle
82065536	2023	30-04-2023	1415	7	NORMANDY CIR	TUSCANY CI	0		Y	3	0	1	8	E	I	A	37.6586	-121.7604	50-59	Car/Pickup
82065538	2023	03-05-2023	1225	3	N CANYONS PKWY	AIRWAY BL	340	E	N	3	0	2	3	C	C	A	37.7043	-121.8180	15-19	Car/Pickup
82072748	2023	16-05-2023	853	2	CENTRAL AV	WISTERIA WY	0		Y	3	0	2	9	D	C	A	37.7114	-121.7273	30-39	Car/Pickup
82073458	2023	09-05-2023	1330	2	LIVERMORE AVE	ARROYO PLAZA	10	S	Y	4	0	1	3	C	C	A	37.6990	-121.7738	30-39	Car/Pickup
82074921	2023	08-05-2023	750	1	PORTOLA AV	LEE AV	45	E	Y	4	0	1	3	C	C	A	37.6911	-121.7624	30-39	Car/Pickup
82081995	2023	27-05-2023	1239	6	SECOND ST	J ST	135	W	Y	3	0	1	21	C	C	A	37.6808	-121.7689	20-29	Car/Pickup
82083145	2023	13-05-2023	1652	6	N CANYONS PKWY	AIRWAY BL	712	W	N	4	0	1	5	E	I	A	37.7029	-121.8212	60-69	Car/Pickup
82083149	2023	20-05-2023	2115	6	CONCANNON BLVD	EPSON ST	10	E	Y	4	0	2	3	C	C	C	37.6609	-121.7750	15-19	Car/Pickup
82083150	2023	24-05-2023	843	3	WALL ST	ALEXANDER ST	154	S	Y	4	0	1	18	D	E	A	37.6721	-121.7901	Unknown	Car/Pickup
82083151	2023	25-05-2023	1553	4	CONCANNON BLVD	HOLMES ST	120	W	Y	4	0	4	3	C	C	A	37.6608	-121.7807	40-49	Truck
82084203	2023	24-05-2023	1649	3	MAPLE ST	SECOND ST	0		Y	4	0	2	9	D	C	A	37.6831	-121.7659	30-39	Car/Pickup
82089865	2023	30-05-2023	1814	2	FIRST ST	LARCH LN	642	N	N	4	0	3	9	D	C	A	37.6905	-121.7532	50-59	Car/Pickup
82090654	2023	01-06-2023	1229	4	STANLEY BL	FENTON ST	243	W	Y	4	0	1	9	D	C	A	37.6786	-121.7843	50-59	Car/Pickup
82093207	2023	05-06-2023	753	1	LIVERMORE AVE	THIRD ST	0		Y	4	0	1	9	D	G	A	37.6808	-121.7665	60-69	Bicycle
82095364	2023	13-05-2023	1647	6	STANLEY BL	WALL ST	0		Y	4	0	1	9	B	G	A	37.6777	-121.7913	0-14	Bicycle
82095374	2023	09-06-2023	1849	5	RAILROAD AV	P ST	413	W	N	4	0	1	9	D	C	A	37.6807	-121.7782	40-49	Car/Pickup
82095378	2023	12-06-2023	1707	1	PORTOLA AV	L ST	0		Y	4	0	2	9	B	C	A	37.6914	-121.7760	60-69	Car/Pickup
82100485	2023	06-06-2023	1134	2	BROADMOOR ST	SHOREHAVEN CI	94	N	Y	3	0	1	8	C	E	A	37.7253	-121.7325	50-59	Car/Pickup
82103863	2023	30-05-2023	2214	2	VASCO RD	NORTHFRONT RD	0		Y	4	0	1	0	D	C	C	37.7120	-121.7243	Unknown	Car/Pickup
82103865	2023	02-06-2023	1453	5	LIVERMORE AVE	LAS POSITAS RD	282	N	N	4	0	2	3	C	C	A	37.6984	-121.7735	30-39	Car/Pickup
82103866	2023	05-06-2023	2338	1	FIRST ST	Q ST	107	W	Y	3	0	1	1	E	I	C	37.6789	-121.7777	20-29	Car/Pickup

Page 241 of 288

EXHIBIT A

CASE_ID	ACCIDENT YEAR	COLLISION DATE	COLLISION TIME	DAY	PRIMARY RD	SECONDARY RD	DISTANCE	DIRECTION	INTERSECTION WITHIN 250 FEET	COLLISION SEVERITY	NUMBER KILLED	NUMBER INJURED	PCF VIOL CATEGORY	TYPE OF COLLISION	MVIW	LIGHTING	LATITUDE	LONGITUDE	AGE GROUP	MODE
82104827	2023	19-06-2023	1117	1	VASCO RD	INDUSTRIAL WY	0		Y	4	0	1	12	D	C	A	37.7048	-121.7219	50-59	Car/Pickup
82104828	2023	22-06-2023	1719	4	PORTOLA AV	RINCON AV	30	E	Y	4	0	1	3	C	C	A	37.6950	-121.7832	40-49	Car/Pickup
82106810	2023	07-06-2023	2142	3	MURRIETA BLVD	PORTOLA AV	85	S	Y	4	0	1	8	G	B	C	37.6955	-121.7843	Unknown	Pedestrian
82106811	2023	14-06-2023	928	3	COLLEGE AV	L ST	0		Y	4	0	4	9	D	C	A	37.6745	-121.7687	30-39	Car/Pickup
82107696	2023	12-06-2023	2247	1	MAPLE ST	FIFTH ST	8	S	Y	2	0	3	10	G	B	E	37.6811	-121.7628	50-59	Pedestrian
82109215	2023	27-06-2023	1258	2	VASCO RD	EAST AV	70	N	Y	4	0	1	3	C	C	A	37.6800	-121.7188	15-19	Car/Pickup
82111462	2023	12-06-2023	1956	1	VASCO RD	NORTHFRONT RD	70	N	Y	2	0	1	3	F	A	A	37.7122	-121.7243	30-39	Motorcycle
82111466	2023	18-06-2023	1429	7	VASCO RD	NORTHFRONT RD	512	N	N	4	0	5	3	C	C	A	37.7134	-121.7242	40-49	Car/Pickup
82111469	2023	22-06-2023	1302	4	MINES RD	TECHNOLOGY DR	440	S	N	4	0	4	3	C	C	A	37.6916	-121.7449	30-39	Car/Pickup
82111473	2023	25-06-2023	1433	7	GENEVA ST	DE SOTO WY	0		Y	3	0	1	1	H	A	A	37.6676	-121.7724	50-59	Motorcycle
82111474	2023	26-06-2023	958	1	SECOND ST	Q ST	0		Y	4	0	1	8	D	C	A	37.6783	-121.7770	60-69	Car/Pickup
82111476	2023	28-06-2023	1500	3	FIRST ST	PORTOLA AV	300	S	N	4	0	2	3	C	C	A	37.6905	-121.7534	20-29	Car/Pickup
82111477	2023	28-06-2023	1506	3	NATIONAL DR	PINNACLE PL	118	E	Y	3	0	2	1	A	C	A	37.7033	-121.7012	20-29	Car/Pickup
82111478	2023	28-06-2023	1955	3	LIVERMORE AVE	ARROYO PLAZA	0		Y	4	0	2	9	D	C	A	37.6991	-121.7738	15-19	Car/Pickup
82112404	2023	20-06-2023	1011	2	VASCO RD	PRESTON AV	150	S	Y	4	0	1	7	B	C	A	37.7058	-121.7225	50-59	Car/Pickup
82112405	2023	30-06-2023	1415	5	MURRIETA BLVD	PORTOLA AV	177	S	Y	3	0	1	8	E	I	A	37.6953	-121.7845	60-69	Car/Pickup
82112409	2023	03-07-2023	1518	1	FOURTH ST	P ST	0		Y	3	0	1	12	D	G	A	37.6773	-121.7751	15-19	Bicycle
82112410	2023	04-07-2023	1351	2	L ST	PINE ST	0		Y	4	0	1	9	D	D	A	37.6905	-121.7757	20-29	Car/Pickup
82115650	2023	01-07-2023	2105	6	FIRST ST	LARCH LN	239	W	Y	3	0	2	1	D	C	B	37.6891	-121.7560	20-29	Car/Pickup
82119409	2023	03-07-2023	936	1	PORTOLA AV	MURRIETA BLVD	12	E	Y	4	0	1	8	H	A	A	37.6956	-121.7841	Unknown	Bicycle
82120454	2023	12-07-2023	1600	3	FOURTH ST	M ST	25	E	Y	3	0	1	3	C	C	A	37.6784	-121.7713	60-69	Car/Pickup
82127211	2023	13-06-2023	1548	2	FIRST ST	MINES RD	0		Y	1	1	1	9	A	C	A	37.6946	-121.7471	60-69	Car/Pickup
82127212	2023	19-07-2023	1844	3	CHESTNUT ST	M ST	162	W	Y	4	0	1	9	D	C	A	37.6841	-121.7747	20-29	Car/Pickup
82127213	2023	21-01-2023	1348	6	AIRWAY BL	RUTAN DR	1203	E	N	1	1	0	1	F	A	A	37.6998	-121.7978	30-39	Car/Pickup
82127215	2023	20-07-2023	1920	4	MURRIETA BLVD	OLIVINA AV	373	S	N	2	0	1	3	E	I	A	37.6818	-121.7910	30-39	Car/Pickup
82127218	2023	24-07-2023	1531	1	COLLEGE AV	G ST	310	W	N	4	0	1	8	D	C	A	37.6744	-121.7628	30-39	Car/Pickup
82131208	2023	26-07-2023	1510	3	L ST	SECOND ST	0		Y	3	0	1	10	G	B	A	37.6802	-121.7709	30-39	Pedestrian
82131211	2023	28-07-2023	547	5	VALLECITOS RD	VINEYARD AV	100	N	Y	4	0	1	3	C	C	A	37.6447	-121.7891	20-29	Car/Pickup
82134894	2023	29-07-2023	1026	6	JACK LONDON BLVD	ISABEL AV	30	E	Y	4	0	1	21	C	C	A	37.6890	-121.8057	20-29	Car/Pickup
82134896	2023	30-07-2023	849	7	FOURTH ST	L ST	0		Y	4	0	1	9	D	C	A	37.6787	-121.7702	15-19	Car/Pickup
82135980	2023	28-07-2023	1200	5	KATHY WY	DIANE LN	0		Y	4	0	1	8	D	C	A	37.6824	-121.7313	30-39	Car/Pickup
82136758	2023	27-07-2023	1411	4	N CANYONS PKWY	TRIAD DR	0		Y	4	0	1	8	D	C	A	37.7057	-121.8084	20-29	Car/Pickup
82136759	2023	31-07-2023	2142	1	FIRST ST	SCOTT ST	414	E	N	3	0	1	8	D	C	C	37.6887	-121.7569	30-39	Motorcycle
82139344	2023	26-07-2023	959	3	PORTOLA AV	ROYAL RD	78	E	Y	3	0	1	11	G	B	A	37.6911	-121.7669	50-59	Pedestrian
82139346	2023	30-07-2023	1907	7	EAST AV	JEFFERSON AV	0		Y	4	0	1	9	A	G	A	37.6799	-121.7438	15-19	Bicycle
82139348	2023	31-07-2023	1246	1	DISCOVERY DR	CHALLENGER ST	0		Y	3	0	1	6	B	C	A	37.6828	-121.8085	30-39	Motorcycle
82141477	2023	06-08-2023	206	7	ELM ST	LIVERMORE AVE	223	W	Y	4	0	1	1	C	E	D	37.6891	-121.7730	20-29	Bus
82146039	2023	10-08-2023	1559	4	AIRWAY BL	ISABEL AV	1570	W	N	4	0	1	8	E	I	A	37.6960	-121.8110	60-69	Car/Pickup
82146042	2023	11-08-2023	2114	5	SEVENTH ST	EAST AV	0		Y	4	0	1	10	G	B	D	37.6800	-121.7607	40-49	Pedestrian
82147987	2023	15-08-2023	1300	2	PRESTON AV	SOUTHFRONT RD	0		Y	4	0	1	9	D	C	A	37.7060	-121.7233	20-29	Car/Pickup
82153984	2023	28-06-2023	2230	3	EAST AV	CALVARY LN	118	W	Y	3	0	1	3	E	J	C	37.6799	-121.7345	30-39	Motorcycle
82153986	2023	16-08-2023	2354	3	CHERYL DR	AGATHA WY	68	S	Y	3	0	1	8	E	I	C	37.6837	-121.7213	15-19	Car/Pickup
82153988	2023	18-08-2023	1849	5	RAILROAD AV	K ST	0		Y	4	0	1	9	D	C	A	37.6831	-121.7708	50-59	Car/Pickup
82153989	2023	21-08-2023	2031	1	LIVERMORE AVE	LAS POSITAS RD	0		Y	2	0	1	12	D	C	C	37.6976	-121.7734	60-69	Car/Pickup
82153993	2023	23-08-2023	724	3	OLD FIRST ST	FIRST ST	0		Y	4	0	1	12	D	C	A	37.6840	-121.7656	30-39	Car/Pickup
82158065	2023	28-08-2023	806	1	FOURTH ST	L ST	0		Y	4	0	2	12	D	C	A	37.6787	-121.7702	40-49	Car/Pickup
82165294	2023	29-08-2023	1640	2	FIRST ST	SOUTHFRONT RD	0		Y	3	0	1	12	D	C	A	37.6997	-121.7419	20-29	Car/Pickup
82165297	2023	30-08-2023	1454	3	CHESTNUT ST	I ST	114	E	Y	4	0	1	9	D	C	A	37.6859	-121.7688	30-39	Car/Pickup

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82165298	2023	30-08-2023	1709	3	LAS POSITAS RD	VASCO RD	300	W	N	4	0	1	3	C	C	A	37.7024	-121.7214	20-29	Car/Pickup
82165300	2023	04-09-2023	1323	1	RAILROAD AV	LIVERMORE AVE	0		Y	3	0	1	12	D	C	A	37.6835	-121.7695	30-39	Car/Pickup
82169738	2023	12-08-2023	1903	6	RAILROAD AV	L ST	0		Y	3	0	1	1	D	C	A	37.6826	-121.7720	30-39	Car/Pickup
82169744	2023	12-09-2023	1740	2	BLUEBELL DR	LAS FLORES RD	0		Y	4	0	1	3	C	C	A	37.7062	-121.7385	40-49	Car/Pickup
82170687	2023	08-09-2023	1056	5	FIRST ST	Q ST	0		Y	4	0	1	1	A	C	A	37.6790	-121.7773	20-29	Car/Pickup
82170688	2023	08-09-2023	1446	5	HOLMES ST	CATALINA DR	0		Y	3	0	1	12	A	C	A	37.6629	-121.7803	30-39	Car/Pickup
82170691	2023	13-09-2023	1916	3	AUGUSTA WY	BIG BASIN RD	0		Y	4	0	1	9	D	C	B	37.7155	-121.7208	30-39	Car/Pickup
82171684	2023	14-09-2023	1928	4	PACIFIC AV	DOLORES ST	40	W	Y	4	0	1	8	E	I	A	37.6761	-121.7571	15-19	Car/Pickup
82176779	2023	15-09-2023	1540	5	FOURTH ST	P ST	0		Y	4	0	2	9	D	C	A	37.6773	-121.7751	80-110	Car/Pickup
82177637	2023	21-09-2023	1645	4	CHARLOTTE WY	CARNEGIE LP	302	S	N	3	0	1	1	E	I	A	37.6758	-121.7270	60-69	Car/Pickup
82179375	2023	17-08-2023	751	4	JACK LONDON BLVD	TURINO ST	143	W	Y	2	0	1	6	B	G	A	37.6890	-121.7939	20-29	Bicycle
82179379	2023	18-09-2023	1005	1	FOURTH ST	Q ST	0		Y	3	0	2	9	D	C	A	37.6769	-121.7764	60-69	Car/Pickup
82185305	2023	16-09-2023	1121	6	STANLEY BL	MURDELL LN	34	E	Y	4	0	1	10	G	B	A	37.6766	-121.8013	50-59	Pedestrian
82186735	2023	20-09-2023	830	3	EL CAMINITO	EL PADRO DR	300	E	N	3	0	1	21	B	G	A	37.6673	-121.7893	30-39	Bicycle
82186736	2023	22-09-2023	1555	5	FIRST ST	OLD FIRST ST	0		Y	4	0	1	12	B	C	A	37.6840	-121.7656	40-49	Motorcycle
82191593	2023	22-09-2023	1957	5	LIVERMORE AVE	PARK ST	20	S	Y	4	0	1	1	C	C	B	37.6863	-121.7709	30-39	Car/Pickup
82193648	2023	26-09-2023	1517	2	LIVERMORE AVE	LAS POSITAS RD	450	S	N	4	0	1	8	D	C	A	37.6964	-121.7733	30-39	Motorcycle
82201990	2023	03-10-2023	1340	2	HUNTINGTON WY	TIFFIN PL	40	W	Y	3	0	1	8	B	E	A	37.6933	-121.7930	40-49	Car/Pickup
82201993	2023	07-10-2023	333	6	FIRST ST	LAS POSITAS RD	0		Y	4	0	1	0	B	C	C	37.6984	-121.7428	Unknown	Car/Pickup
82204427	2023	21-07-2023	1522	5	EAST AV	MITRA ST	0		Y	1	1	1	3	D	C	A	37.6799	-121.7311	20-29	Car/Pickup
82222253	2023	20-10-2023	800	5	LIVERMORE AVE	PORTOLA AV	0		Y	4	0	1	10	G	B	A	37.6912	-121.7731	50-59	Pedestrian
82222254	2023	22-10-2023	1538	7	CATALINA DR	BARCELONA ST	0		Y	4	0	1	9	D	C	A	37.6629	-121.7820	60-69	Car/Pickup
82222258	2023	25-10-2023	1159	3	MURRIETA BLVD	PINE ST	30	S	Y	4	0	1	3	C	C	A	37.6883	-121.7910	30-39	Car/Pickup
82228100	2023	18-05-2023	1544	4	WALNUT ST	N ST	0		Y	3	0	1	12	D	G	A	37.6859	-121.7763	15-19	Bicycle
82228103	2023	14-10-2023	2028	6	HILLCREST AV	FINDLAY WY	200	N	Y	3	0	1	7	B	E	C	37.6756	-121.7485	80-110	Car/Pickup
82230709	2023	23-10-2023	1400	1	EAST AV	HILLCREST AV	0		Y	3	0	1	0	D	G	A	37.6799	-121.7485	Unknown	Bicycle
82230711	2023	27-10-2023	1325	5	VASCO RD	DAPHNE DR	0		Y	4	0	1	1	C	C	A	37.6895	-121.7187	30-39	Car/Pickup
82230714	2023	04-11-2023	2344	6	CONCANNON BLVD	WENTE ST	30	W	Y	3	0	1	1	E	I	D	37.6634	-121.7504	20-29	Car/Pickup
82231767	2023	03-11-2023	1435	5	RAILROAD AV	P ST	398	W	N	4	0	1	9	D	C	A	37.6807	-121.7782	20-29	Car/Pickup
82233006	2023	27-10-2023	2346	5	CHESTNUT ST	M ST	75	W	Y	4	0	1	1	D	C	C	37.6842	-121.7744	20-29	Car/Pickup
82235262	2023	30-10-2023	1443	1	LAS POSITAS RD	HILLIKER PL	0		Y	4	0	2	12	D	C	A	37.6985	-121.7690	40-49	Car/Pickup
82236421	2023	25-10-2023	1203	3	MURRIETA BLVD	CHIPPEWA WY	0		Y	3	0	1	8	E	I	A	37.6922	-121.7906	70-79	Car/Pickup
82246139	2023	17-11-2023	1505	5	FIRST ST	INMAN ST	540	W	N	4	0	1	3	C	C	A	37.6846	-121.7635	15-19	Car/Pickup
82246140	2023	18-11-2023	1243	6	HOLMES ST	ELAINE AV	0		Y	4	0	1	9	D	C	A	37.6696	-121.7804	30-39	Car/Pickup
82247429	2023	07-11-2023	750	2	EAST AV	CHARLOTTE WY	15	E	Y	3	0	1	10	G	B	A	37.6799	-121.7263	30-39	Pedestrian
82247431	2023	08-11-2023	1013	3	NEWBURY ST	MINES RD	4	N	Y	3	0	1	10	G	B	A	37.6955	-121.7504	70-79	Pedestrian
82247432	2023	09-11-2023	804	4	BLUEBELL DR	HEATHER LN	0		Y	3	0	1	9	D	G	A	37.7113	-121.7352	15-19	Bicycle
82247434	2023	13-11-2023	1622	1	BIG BASIN RD	AUGUSTA WY	0		Y	3	0	1	9	C	C	B	37.7155	-121.7208	40-49	Car/Pickup
82247438	2023	14-11-2023	2146	2	AIRWAY BL	ISABEL AV	2492	W	N	4	0	1	8	C	E	C	37.6960	-121.8141	70-79	Car/Pickup
82253669	2023	27-11-2023	1553	1	STANLEY BL	WALL ST	332	W	N	4	0	1	3	C	C	A	37.6776	-121.7924	70-79	Car/Pickup
82253670	2023	28-11-2023	1509	2	CHESTNUT ST	I ST	0		Y	4	0	2	9	D	C	A	37.6858	-121.7691	80-110	Car/Pickup
82253672	2023	03-12-2023	1104	7	FOURTH ST	K ST	0		Y	4	0	1	9	D	C	A	37.6791	-121.7690	80-110	Car/Pickup
82255755	2023	05-12-2023	1205	2	MINES RD	AUDRY ST	0		Y	4	0	1	12	D	C	A	37.6879	-121.7389	15-19	Car/Pickup
82256907	2023	30-10-2023	642	1	LIVERMORE AVE	LAS POSITAS RD	0		Y	3	0	1	12	D	C	C	37.6976	-121.7734	60-69	Car/Pickup
82256908	2023	20-11-2023	1627	1	WALNUT ST	M ST	122	E	Y	2	0	1	3	G	B	B	37.6864	-121.7747	20-29	Pedestrian
82263843	2023	07-12-2023	1743	4	FIRST ST	MINES RD	290	N	N	4	0	2	3	C	C	C	37.6951	-121.7464	70-79	Car/Pickup
82263847	2023	12-12-2023	1303	2	RINCON AV	ELM ST	150	S	Y	4	0	1	21	D	C	A	37.6862	-121.7834	20-29	Car/Pickup
82263849	2023	12-12-2023	1827	2	FINDLAY WY	ST MARY DR	95	E	Y	4	0	1	8	A	E	C	37.6750	-121.7463	15-19	Car/Pickup

Page 249 of 288

EXHIBIT A

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82265569	2023	15-12-2023	1720	5	JACK LONDON BLVD	MURRIETA BLVD	483	W	N	3	0	2	3	C	C	C	37.6890	-121.7926	80-110	Car/Pickup
82265570	2023	17-12-2023	1341	7	JACK LONDON BLVD	LIVERMORE OUTLETS DR	5280	E	N	3	0	1	8	B	C	A	37.6897	-121.8270	50-59	Motorcycle
82271837	2023	08-11-2023	1405	3	LIVERMORE AVE	PORTOLA AV	150	N	Y	4	0	2	3	C	D	A	37.6916	-121.7731	20-29	Car/Pickup
82273302	2023	19-12-2023	1029	2	FOURTH ST	P ST	0		Y	4	0	1	10	G	B	A	37.6773	-121.7751	80-110	Pedestrian
82274585	2023	28-11-2023	901	2	LAS POSITAS RD	LAS COLINAS RD	1115	E	N	3	0	3	5	B	C	A	37.7019	-121.7518	20-29	Car/Pickup
82274586	2023	29-11-2023	1031	3	FOURTH ST	N ST	0		Y	4	0	2	9	D	C	A	37.6780	-121.7727	70-79	Car/Pickup
82274592	2023	19-12-2023	1053	2	EAST AV	HAYES AV	0		Y	3	0	1	9	D	C	A	37.6799	-121.7465	40-49	Car/Pickup
82274593	2023	23-12-2023	1526	6	FIRST ST	LARCH LN	0		Y	4	0	2	0	D	C	A	37.6894	-121.7556	Unknown	Car/Pickup
82282469	2023	26-10-2023	1240	4	MOCHO ST	VIA GRANADA	467	W	N	3	0	1	9	D	G	A	37.6729	-121.7827	Unknown	Bicycle
82282477	2023	21-12-2023	1242	4	FOURTH ST	K ST	0		Y	3	0	3	9	D	C	A	37.6791	-121.7690	15-19	Car/Pickup
82282479	2023	30-12-2023	951	6	FIRST ST	SCOTT ST	384	S	N	4	0	2	3	C	C	A	37.6871	-121.7587	30-39	Car/Pickup
82283499	2023	14-12-2023	714	4	VASCO RD	FORGET ME NOT	375	N	N	4	0	2	3	C	C	A	37.7147	-121.7243	20-29	Car/Pickup
82285637	2023	04-11-2023	1752	6	FIRST ST	N ST	95	W	Y	1	1	0	3	G	B	A	37.6801	-121.7740	30-39	Pedestrian
82285640	2024	05-01-2024	1419	5	FOURTH ST	K ST	0		Y	4	0	2	9	D	C	A	37.6791	-121.7690	20-29	Car/Pickup
82292404	2023	05-11-2023	1236	7	RAILROAD AV	L ST	300	E	N	4	0	2	9	D	C	A	37.6829	-121.7711	20-29	Car/Pickup
82294386	2024	13-01-2024	2000	6	LIVERMORE AVE	LAS POSITAS RD	60	S	Y	4	0	2	3	C	C	C	37.6974	-121.7734	Unknown	Car/Pickup
82294389	2024	16-01-2024	1759	2	COLLIER CYN RD	STONE PEAK CO	0		Y	3	0	1	10	G	B	C	37.7090	-121.8051	20-29	Pedestrian
82294395	2024	05-01-2024	1640	5	MINES RD	SONIA ST	20	S	Y	4	0	1	3	C	C	A	37.6895	-121.7423	80-110	Car/Pickup
82294396	2024	06-01-2024	2221	6	EAST AV	ESTATES ST	275	E	N	3	0	1	1	B	E	C	37.6799	-121.7508	20-29	Car/Pickup
82296602	2023	17-10-2023	1650	2	MINES RD	SHIRLEY WY	0		Y	1	1	0	9	D	C	A	37.6826	-121.7341	60-69	Motorcycle
82297618	2024	18-01-2024	1240	4	I ST	SEVENTH ST	0		Y	4	0	1	9	D	C	A	37.6772	-121.7653	40-49	Car/Pickup
82303577	2024	04-01-2024	2354	4	VASCO RD	TESLA RD	0		Y	4	0	1	8	E	J	D	37.6650	-121.7189	15-19	Car/Pickup
82306348	2024	19-01-2024	1538	5	FOURTH ST	WOOD ST	225	E	Y	4	0	1	8	D	C	A	37.6839	-121.7617	60-69	Car/Pickup
82308645	2024	26-01-2024	1840	5	VASCO RD	GARAVENTA RANCH RD	0		Y	4	0	1	4	C	C	C	37.7224	-121.7240	Unknown	Car/Pickup
82310740	2024	30-01-2024	1415	2	MAPLE ST	COWBOY ALLEY	102	N	Y	3	0	1	9	G	B	A	37.6813	-121.7631	Unknown	Pedestrian
82312375	2024	09-01-2024	1133	2	LIVERMORE AVE	LAS POSITAS RD	0		Y	4	0	1	12	D	C	A	37.6976	-121.7734	30-39	Car/Pickup
82312380	2024	24-01-2024	814	3	EAST AV	HAYES AV	0		Y	4	0	1	9	D	C	B	37.6799	-121.7465	70-79	Car/Pickup
82312385	2024	05-02-2024	1640	1	THIRD ST	N ST	0		Y	3	0	2	9	D	C	A	37.6787	-121.7730	30-39	Car/Pickup
82313473	2024	03-02-2024	1800	6	HOLMES ST	EL CAMINITO	0		Y	4	0	1	9	D	C	C	37.6671	-121.7803	15-19	Car/Pickup
82315681	2024	25-01-2024	1524	4	CHESTNUT ST	L ST	0		Y	4	0	3	9	D	C	A	37.6846	-121.7729	50-59	Car/Pickup
82315684	2024	27-01-2024	1809	6	PORTOLA AV	L ST	29	E	Y	2	0	1	11	G	B	C	37.6913	-121.7759	20-29	Pedestrian
82315689	2024	08-02-2024	1613	4	PORTOLA AV	L ST	125	W	Y	4	0	3	3	C	C	A	37.6915	-121.7764	15-19	Car/Pickup
82316871	2024	08-01-2024	1649	1	RAILROAD AV	STATION ST	448	W	N	4	0	1	3	C	C	A	37.6814	-121.7760	80-110	Car/Pickup
82316874	2024	03-02-2024	400	6	VASCO RD	NORTHFRONT RD	196	N	Y	3	0	1	3	E	I	B	37.7125	-121.7243	20-29	Car/Pickup
82324967	2024	12-02-2024	1440	1	MAPLE ST	THIRD ST	0		Y	4	0	1	9	D	C	A	37.6824	-121.7649	20-29	Car/Pickup
82324969	2024	15-02-2024	38	4	FIRST ST	MINES RD	898	N	N	4	0	1	3	C	C	C	37.6961	-121.7448	40-49	Car/Pickup
82329705	2024	09-01-2024	1436	2	HOLMES ST	MURRIETA BLVD	0		Y	4	0	1	18	D	C	A	37.6760	-121.7798	Unknown	Car/Pickup
82329707	2024	16-02-2024	1441	5	ESSEX ST	BODEGA AV	34	S	Y	4	0	1	8	B	E	A	37.6686	-121.7762	60-69	Car/Pickup
82329709	2024	17-02-2024	1454	6	FIRST ST	SOUTHFRONT RD	200	N	Y	4	0	1	8	E	I	A	37.7002	-121.7415	50-59	Car/Pickup
82329710	2024	17-02-2024	1921	6	FIRST ST	SCOTT ST	50	S	Y	4	0	1	11	G	B	D	37.6880	-121.7582	30-39	Pedestrian
82329711	2024	18-02-2024	1136	7	N CANYONS PKWY	TRIAD DR	15	W	Y	3	0	1	18	E	I	A	37.7056	-121.8084	Unknown	Car/Pickup
82329713	2024	21-02-2024	1025	3	FOURTH ST	L ST	0		Y	4	0	1	12	D	C	A	37.6787	-121.7702	40-49	Car/Pickup
82329714	2024	21-02-2024	1318	3	VASCO RD	BRISA ST	120	S	Y	4	0	1	3	C	C	A	37.6993	-121.7184	40-49	Car/Pickup
82329717	2024	22-02-2024	1731	4	VASCO RD	EMILY WY	36	S	Y	4	0	1	3	C	C	A	37.6840	-121.7187	50-59	Car/Pickup
82330851	2024	25-01-2024	1647	4	VASCO RD	LAS POSITAS RD	402	S	N	4	0	4	3	C	C	A	37.7018	-121.7199	30-39	Car/Pickup
82330852	2024	25-02-2024	1345	7	LIVERMORE AVE	SECOND ST	0		Y	3	0	1	8	F	A	A	37.6815	-121.7676	50-59	Motorcycle
82330853	2024	25-02-2024	1529	7	L ST	CHESTNUT ST	23	N	Y	4	0	1	1	C	C	A	37.6847	-121.7729	30-39	Car/Pickup
82335691	2024	23-01-2024	1434	2	ENCINO DR	ESCONDIDO CI	163	W	Y	1	1	0	18	H	G	A	37.6689	-121.7944	Unknown	Bicycle

Page 250 of 288

EXHIBIT A

CASE_ID	ACCIDENT YEAR	COLLISION DATE	COLLISION TIME	DAY	PRIMARY RD	SECONDARY RD	DISTANCE	DIRECTION	INTERSECTION WITHIN 250 FEET	COLLISION SEVERITY	NUMBER KILLED	NUMBER INJURED	PCF VIOL CATEGORY	TYPE OF COLLISION	MVIW	LIGHTING	LATITUDE	LONGITUDE	AGE GROUP	MODE
82335692	2024	08-02-2024	807	4	SPRINGTOWN BL	BLUEBELL DR	75	N	Y	3	0	5	3	C	C	A	37.7051	-121.7408	40-49	Car/Pickup
82335694	2024	19-02-2024	900	1	AIRWAY BL	KITTY HAWK RD	250	S	Y	4	0	1	3	D	C	A	37.6991	-121.8179	50-59	Car/Pickup
82337858	2024	02-03-2024	2232	6	RAILROAD AV	L ST	15	E	Y	3	0	2	18	E	I	C	37.6826	-121.7720	Unknown	Car/Pickup
82337863	2024	05-03-2024	2044	2	LIVERMORE AVE	LAS POSITAS RD	0		Y	4	0	1	12	D	C	C	37.6976	-121.7734	20-29	Car/Pickup
82339037	2024	01-03-2024	1355	5	MURDELL LN	STANLEY BL	27	S	Y	4	0	1	8	A	C	A	37.6766	-121.8014	20-29	Car/Pickup
82341456	2024	07-03-2024	1626	4	MURRIETA BLVD	HOLMES ST	179	W	Y	4	0	1	9	A	C	A	37.6760	-121.7804	30-39	Car/Pickup
82341460	2024	08-03-2024	2212	5	LIVERMORE AVE	JUNCTION AV	35	S	Y	4	0	1	3	C	C	C	37.6894	-121.7723	50-59	Motorcycle
82341462	2024	12-03-2024	834	2	SHIRLEY WY	MINES RD	23	E	Y	4	0	1	8	D	C	A	37.6826	-121.7340	20-29	Car/Pickup
82342534	2024	11-03-2024	1702	1	FIRST ST	SOUTHFRONT RD	0		Y	4	0	1	12	D	C	A	37.6997	-121.7419	30-39	Car/Pickup
82342536	2024	14-03-2024	1020	4	NATIONAL DR	LONGFELLOW CT	400	W	N	3	0	1	8	C	E	A	37.7011	-121.7049	20-29	Car/Pickup
82346955	2024	13-02-2024	1010	2	LIVERMORE AVE	WALNUT ST	0		Y	3	0	1	11	G	B	A	37.6873	-121.7713	20-29	Pedestrian
82349118	2024	11-03-2024	1604	1	SPRINGTOWN BL	OLEANDER ST	0		Y	3	0	2	9	D	C	A	37.7123	-121.7481	15-19	Car/Pickup
82350233	2024	27-03-2024	1341	3	CALIFORNIA WY	HILLCREST AV	0		Y	3	0	1	5	D	G	A	37.6822	-121.7484	0-14	Bicycle
82356876	2024	07-03-2024	821	4	MOCHO ST	VIA GRANADA	347	W	N	4	0	1	9	D	G	A	37.6729	-121.7822	15-19	Bicycle
82359482	2024	23-03-2024	2322	6	LINDEN ST	L ST	0		Y	3	0	2	1	D	E	D	37.6876	-121.7743	20-29	Car/Pickup
82359484	2024	03-04-2024	609	3	GREENVILLE RD	NATIONAL DR	0		Y	4	0	1	0	D	C	C	37.7055	-121.6972	Unknown	Car/Pickup
82360582	2024	16-03-2024	1559	6	FOURTH ST	O ST	0		Y	4	0	1	9	D	C	A	37.6776	-121.7739	20-29	Car/Pickup
82360588	2024	31-03-2024	2237	7	PORTOLA AV	PASEO LAGUNA SECO	0		Y	4	0	1	3	C	C	C	37.6936	-121.7806	Unknown	Car/Pickup
82360590	2024	01-04-2024	1310	1	LIVERMORE AVE	WALNUT ST	154	N	Y	3	0	1	3	C	C	A	37.6877	-121.7715	30-39	Car/Pickup
82365046	2024	22-03-2024	1320	5	VASCO RD	NORTHFRONT RD	180	S	Y	2	0	1	18	E	I	A	37.7115	-121.7243	Unknown	Car/Pickup
82365048	2024	29-03-2024	1632	5	RAILROAD AV	P ST	413	W	N	4	0	1	9	D	C	A	37.6807	-121.7782	30-39	Car/Pickup
82365050	2024	31-03-2024	200	7	FIRST ST	L ST	0		Y	3	0	1	3	E	G	C	37.6809	-121.7712	50-59	Bicycle
82368497	2024	09-04-2024	642	2	PATTERSON PASS RD	MARATHON DR	820	W	N	3	0	1	3	H	A	B	37.6959	-121.7043	20-29	Motorcycle
82372660	2024	26-03-2024	633	2	LIVERMORE AVE	RAILROAD AV	0		Y	3	0	1	8	D	G	C	37.6835	-121.7695	50-59	Bicycle
82373740	2024	17-04-2024	1329	3	EAST AV	JENSEN ST	0		Y	4	0	1	9	D	C	A	37.6799	-121.7551	15-19	Car/Pickup
82373744	2024	22-04-2024	1736	1	COLLIER CYN RD	STONE PEAK CO	175	N	Y	4	0	1	8	E	I	A	37.7095	-121.8051	15-19	Car/Pickup
82374698	2024	05-04-2024	2259	5	PINE ST	RINCON AV	0		Y	4	0	1	1	C	C	C	37.6883	-121.7833	40-49	Car/Pickup
82380010	2024	25-04-2024	1554	4	MURDELL LN	OPAL WY	0		Y	4	0	1	9	D	C	A	37.6676	-121.7982	40-49	Car/Pickup
82385533	2024	24-04-2024	1747	3	MOCHO ST	VIA GRANADA	644	W	N	4	0	2	9	D	C	A	37.6729	-121.7833	30-39	Car/Pickup
82390145	2024	08-04-2024	1059	1	JACK LONDON BLVD	SHOPS DR	0		Y	3	0	3	9	D	C	A	37.6971	-121.8450	40-49	Car/Pickup
82390146	2024	23-04-2024	707	2	JACK LONDON BLVD	ARLINGTON RD	0		Y	4	0	1	12	D	C	A	37.6891	-121.7969	40-49	Car/Pickup
82390149	2024	11-05-2024	1426	6	RAILROAD AV	FIRST ST	180	E	Y	3	0	2	9	D	C	A	37.6833	-121.7662	40-49	Car/Pickup
82392405	2024	30-04-2024	1628	2	VASCO RD	FORGET ME NOT	0		Y	4	0	1	3	C	C	A	37.7137	-121.7244	15-19	Car/Pickup
82392408	2024	13-05-2024	1613	1	MURRIETA BLVD	PINE ST	0		Y	3	0	1	12	D	C	A	37.6884	-121.7910	50-59	Car/Pickup
82398681	2024	20-05-2024	1844	1	SCENIC AV	CENTRAL AV	0		Y	4	0	1	3	C	C	A	37.7170	-121.7273	60-69	Car/Pickup
82400821	2024	25-04-2024	1555	4	NORTHFRONT RD	VASCO RD	0		Y	4	0	1	21	C	C	A	37.7120	-121.7243	Unknown	Car/Pickup
82400825	2024	22-05-2024	1555	3	VASCO RD	I-580	0		Y	4	0	1	8	C	C	A	37.7099	-121.7240	15-19	Car/Pickup
82404988	2024	21-05-2024	1114	2	FIRST ST	SCOTT ST	275	N	N	3	0	1	8	C	E	A	37.6885	-121.7573	20-29	Car/Pickup
82404991	2024	20-05-2024	1217	1	FIRST ST	LAS POSITAS RD	0		Y	4	0	3	3	C	C	A	37.6984	-121.7428	15-19	Car/Pickup
82406295	2024	19-05-2024	1915	7	RAILROAD AV	STATION ST	0		Y	2	0	3	9	A	E	A	37.6819	-121.7746	40-49	Car/Pickup
82406297	2024	30-05-2024	903	4	PORTOLA AV	TRANQUILITY CIR	678	E	N	3	0	1	8	E	I	A	37.7050	-121.7921	30-39	Car/Pickup
82406298	2024	30-05-2024	1256	4	MINES RD	DANA CI	22	N	Y	4	0	1	3	C	C	A	37.6850	-121.7358	20-29	Car/Pickup
82411109	2024	19-05-2024	1813	7	WISTERIA WY	TREEFLOWER DR	182	E	Y	4	0	2	3	G	B	A	37.7114	-121.7319	30-39	Pedestrian
82411114	2024	03-06-2024	1720	1	P ST	SUNSET DR	0		Y	4	0	1	3	C	C	A	37.6914	-121.7815	Unknown	Car/Pickup
82412257	2024	31-05-2024	1956	5	FIRST ST	LARCH LN	0		Y	3	0	1	8	E	I	B	37.6894	-121.7556	60-69	Car/Pickup
82423678	2024	22-06-2024	2152	6	EAST AV	JEFFERSON AV	102	W	Y	3	0	1	1	C	E	C	37.6799	-121.7442	40-49	Car/Pickup
82425712	2024	17-06-2024	953	1	RAILROAD AV	N ST	0		Y	4	0	1	3	C	C	A	37.6820	-121.7746	15-19	Car/Pickup
82425714	2024	19-06-2024	1747	3	L ST	PARK ST	0		Y	3	0	2	1	D	C	A	37.6856	-121.7734	40-49	Car/Pickup

Page 251 of 288

EXHIBIT A

CASE_ID	ACCIDENT YEAR	COLLISION DATE	COLLISION TIME	DAY	PRIMARY RD	SECONDARY RD	DISTANCE	DIRECTION	INTERSECTION WITHIN 250 FEET	COLLISION SEVERITY	NUMBER KILLED	NUMBER INJURED	PCF VIOL CATEGORY	TYPE OF COLLISION	MVIW	LIGHTING	LATITUDE	LONGITUDE	AGE GROUP	MODE
82434751	2024	28-05-2024	824	2	OLIVINA AV	P ST	2	W	Y	4	0	1	9	D	G	A	37.6832	-121.7778	0-14	Bicycle
82434754	2024	27-06-2024	1952	4	LIVERMORE AVE	WALNUT ST	0		Y	4	0	1	3	D	G	A	37.6873	-121.7713	20-29	Bicycle
82437431	2024	05-07-2024	1822	5	FIRST ST	MINES RD	0		Y	4	0	1	3	C	C	A	37.6946	-121.7471	20-29	Car/Pickup
82437432	2024	08-07-2024	2130	1	JACK LONDON BLVD	VOYAGER ST	0		Y	4	0	1	9	D	C	C	37.6894	-121.8095	20-29	Car/Pickup
82438344	2024	16-06-2024	6	7	RAILROAD AV	L ST	0		Y	3	0	2	0	D	C	C	37.6826	-121.7720	Unknown	Car/Pickup
82443292	2024	09-07-2024	1536	2	LIVERMORE AVE	SEVENTH ST	0		Y	4	0	2	9	D	C	A	37.6782	-121.7624	20-29	Car/Pickup
82595889	2024	01-07-2024	1811	1	EAST AV	MINES RD	35	W	Y	4	0	1	3	D	C	A	37.6799	-121.7331	60-69	Car/Pickup
82700134	2024	22-07-2024	553	1	FOURTH ST	P ST	170	E	Y	3	0	1	3	C	E	A	37.6774	-121.7746	15-19	Car/Pickup
82800087	2024	21-07-2024	1250	7	MINES RD	TECHNOLOGY DR	397	N	N	3	0	2	8	E	I	A	37.6936	-121.7463	20-29	Bicycle
82878045	2024	04-06-2024	1028	2	FIRST ST	SOUTHFRONT RD	0		Y	4	0	1	12	D	C	A	37.6997	-121.7419	30-39	Car/Pickup
82878047	2024	13-06-2024	1810	4	LIVERMORE AVE	RAILROAD AV	70	N	Y	4	0	3	3	C	C	A	37.6835	-121.7695	Unknown	Car/Pickup
82878048	2024	16-06-2024	1859	7	LIVERMORE AVE	EAST AV	9	S	Y	4	0	2	4	C	C	A	37.6800	-121.7652	Unknown	Car/Pickup
82878050	2024	03-07-2024	1643	3	VASCO RD	BRISA ST	0		Y	3	0	1	12	D	C	A	37.6996	-121.7185	20-29	Car/Pickup
82878052	2024	12-07-2024	1309	5	RINCON AV	PINE ST	8	N	Y	3	0	1	10	G	B	A	37.6883	-121.7833	70-79	Pedestrian
82997011	2024	07-06-2024	2257	5	FIRST ST	MINES RD	971	W	N	3	0	1	0	A	G	D	37.6928	-121.7496	Unknown	Bicycle
82997014	2024	04-07-2024	1843	4	HOLMES ST	CATALINA DR	0		Y	2	0	1	1	D	C	A	37.6629	-121.7803	40-49	Car/Pickup
82997015	2024	08-07-2024	1952	1	FOURTH ST	O ST	200	W	Y	4	0	2	1	B	G	A	37.6774	-121.7745	20-29	Bicycle
83097365	2024	27-07-2024	337	6	AIRWAY BL	ISABEL AV	131	E	Y	3	0	1	1	E	I	C	37.6964	-121.8054	30-39	Car/Pickup
83097366	2024	29-07-2024	1750	1	SOUTHFRONT RD	LONGARD RD	253	E	N	4	0	3	9	D	C	A	37.7153	-121.7055	20-29	Car/Pickup
83280801	2024	15-07-2024	1129	1	RINCON AV	ELM ST	181	S	Y	4	0	1	21	D	C	A	37.6861	-121.7834	50-59	Car/Pickup
83686381	2024	05-07-2024	2023	5	RAILROAD AV	L ST	0		Y	3	0	2	12	D	C	A	37.6826	-121.7720	20-29	Car/Pickup
83686382	2024	30-07-2024	1304	2	FOURTH ST	K ST	0		Y	3	0	3	9	D	C	A	37.6791	-121.7690	15-19	Car/Pickup
84019934	2024	02-07-2024	1857	2	FIRST ST	SOUTHFRONT RD	42	N	Y	4	0	1	3	C	C	A	37.6998	-121.7418	20-29	Car/Pickup
84364885	2024	21-04-2024	1809	7	JACK LONDON BLVD	DISCOVERY DR	4200	W	N	2	0	1	1	E	I	A	37.6892	-121.8058	20-29	Motorcycle
84364886	2024	20-07-2024	1311	6	LIVERMORE AVE	RODEO LN	200	N	Y	4	0	1	9	D	G	A	37.6734	-121.7549	30-39	Bicycle
84364888	2024	31-07-2024	606	3	MURRIETA BLVD	OLIVINA AV	673	S	N	3	0	1	1	E	I	C	37.6810	-121.7909	30-39	Car/Pickup
84366837	2024	11-08-2024	1437	7	JACK LONDON BLVD	SHOPS DR	0		Y	4	0	2	12	B	C	A	37.6971	-121.8450	70-79	Car/Pickup
84368402	2024	01-08-2024	1440	4	SOUTHFRONT RD	LEISURE ST	180	E	Y	2	0	1	10	G	B	A	37.7106	-121.7189	20-29	Pedestrian
84368405	2024	14-08-2024	1426	3	EAST AV	CHARLOTTE WY	0		Y	4	0	2	9	D	C	A	37.6799	-121.7263	15-19	Car/Pickup
84368408	2024	17-08-2024	2334	6	HELSINKI WY	HEIDELBERG DR	500	W	N	3	0	3	1	E	I	C	37.6618	-121.7707	40-49	Car/Pickup
84376305	2024	07-08-2024	954	3	VASCO RD	FORGET ME NOT	25	S	Y	4	0	1	3	C	C	A	37.7136	-121.7244	50-59	Car/Pickup
84376306	2024	08-08-2024	1347	4	FIRST ST	P ST	0		Y	3	0	3	12	D	C	A	37.6795	-121.7762	40-49	Car/Pickup
84376308	2024	08-08-2024	1914	4	P ST	PORTOLA AV	30	S	Y	4	0	1	21	C	C	A	37.6939	-121.7816	Unknown	Car/Pickup
84376311	2024	13-08-2024	1711	2	PORTOLA AV	L ST	0		Y	4	0	1	8	G	B	A	37.6914	-121.7760	60-69	Pedestrian
84399873	2024	11-09-2024	1559	3	FIRST ST	LAS POSITAS RD	449	S	N	2	0	1	8	C	G	A	37.6974	-121.7437	30-39	Bicycle
84401574	2024	23-08-2024	1541	5	FIRST ST	INMAN ST	324	W	N	4	0	1	3	C	C	A	37.6848	-121.7628	40-49	Car/Pickup
84401577	2024	24-08-2024	1206	6	HOLMES ST	CATALINA DR	47	N	Y	4	0	2	1	C	C	A	37.6630	-121.7803	50-59	Car/Pickup
84401588	2024	08-09-2024	1812	7	FIRST ST	LAS POSITAS RD	115	N	Y	4	0	1	3	C	C	A	37.6986	-121.7426	50-59	Car/Pickup
84401590	2024	10-09-2024	1825	2	LIVERMORE AVE	VETERANS WY	0		Y	3	0	1	3	D	C	A	37.6826	-121.7690	15-19	Car/Pickup
84410396	2024	13-09-2024	1726	5	FIRST ST	O ST	0		Y	4	0	1	9	D	C	A	37.6798	-121.7749	40-49	Car/Pickup
84410398	2024	18-09-2024	953	3	AIRWAY BL	SUTTER ST	360	W	N	3	0	1	3	E	I	A	37.7004	-121.7952	20-29	Car/Pickup
84411702	2024	06-07-2024	825	6	LIVERMORE AVE	PORTOLA AV	0		Y	4	0	2	12	D	C	A	37.6912	-121.7731	30-39	Car/Pickup
84413988	2024	06-09-2024	812	5	FOURTH ST	N ST	0		Y	3	0	2	9	D	C	A	37.6780	-121.7727	40-49	Car/Pickup
84415769	2024	31-08-2024	1510	6	EAST AV	HILLCREST AV	0		Y	4	0	1	12	D	C	A	37.6799	-121.7485	60-69	Car/Pickup
84418959	2024	24-09-2024	1440	2	BROADMOOR ST	CRESTMONT AV	0		Y	3	0	1	9	D	C	A	37.7201	-121.7325	15-19	Car/Pickup
84424025	2024	19-09-2024	846	4	CHARLOTTE WY	MAYBECK LN	42	N	Y	4	0	1	0	E	I	A	37.6781	-121.7261	Unknown	Car/Pickup
84424026	2024	20-09-2024	1213	5	L ST	THIRD ST	47	N	Y	3	0	1	18	H	A	A	37.6796	-121.7706	Unknown	Motorcycle
84424029	2024	21-09-2024	1650	6	FENTON ST	STANLEY BL	0		Y	3	0	1	12	G	B	A	37.6787	-121.7835	Unknown	Pedestrian

Page 252 of 288

EXHIBIT A

CASE_ID	ACCIDENT YEAR	COLLISION DATE	COLLISION TIME	DAY	PRIMARY RD	SECONDARY RD	DISTANCE	DIRECTION	INTERSECTION WITHIN 250 FEET	COLLISION SEVERITY	NUMBER KILLED	NUMBER INJURED	PCF VIOL CATEGORY	TYPE OF COLLISION	MVIW	LIGHTING	LATITUDE	LONGITUDE	AGE GROUP	MODE
84424030	2024	22-09-2024	1230	7	BLUEBELL DR	LAS FLORES RD	373	E	N	4	0	1	9	D	C	A	37.7067	-121.7373	20-29	Truck
84424032	2024	25-09-2024	1919	3	P ST	SUNSET DR	0		Y	3	0	2	1	D	C	C	37.6914	-121.7815	40-49	Car/Pickup
84424038	2024	02-10-2024	1409	3	WALL ST	CALIENTE AV	0		Y	3	0	1	5	D	G	A	37.6706	-121.7931	0-14	Bicycle
84437424	2024	04-10-2024	1624	5	MURRIETA BLVD	CHIPPEWA WY	74	S	Y	4	0	1	1	C	C	A	37.6921	-121.7907	40-49	Car/Pickup
84439774	2024	04-10-2024	931	5	MURRIETA BLVD	HOLMES ST	0		Y	3	0	1	17	D	C	C	37.6760	-121.7798	15-19	Car/Pickup
84439775	2024	14-10-2024	2157	1	CONCANNON BLVD	ARROYO RD	0		Y	4	0	1	12	A	C	C	37.6609	-121.7681	20-29	Car/Pickup
84439776	2024	18-10-2024	1702	5	AIRWAY BL	RUTAN DR	0		Y	3	0	1	9	D	C	A	37.6974	-121.8006	30-39	Car/Pickup
84441531	2024	02-10-2024	1718	3	LIVERMORE AVE	CROMWELL WY	20	N	Y	4	0	1	3	C	C	A	37.6935	-121.7733	50-59	Bus
84441532	2024	14-10-2024	1452	1	BRISA ST	LA RIBERA ST	0		Y	3	0	1	8	D	C	A	37.6970	-121.7256	15-19	Car/Pickup
84441534	2024	18-10-2024	1432	5	KITTY HAWK RD	ISABEL AV	926	W	N	3	0	1	9	D	C	A	37.7001	-121.8069	40-49	Car/Pickup
84443420	2024	07-10-2024	1220	1	RINCON AV	OLIVINA AV	0		Y	4	0	1	0	D	D	A	37.6829	-121.7834	Unknown	Car/Pickup
84443423	2024	09-10-2024	1714	3	SOUTHFRONT RD	FIRST ST	15	E	Y	4	0	1	3	C	C	A	37.6997	-121.7419	Unknown	Car/Pickup
84443426	2024	15-10-2024	1057	2	RAILROAD AV	P ST	150	W	Y	4	0	1	5	A	G	A	37.6810	-121.7774	30-39	Bicycle
84445002	2024	07-10-2024	1922	1	VASCO RD	PRESTON AV	0		Y	4	0	1	21	D	C	C	37.7062	-121.7227	40-49	Car/Pickup
84450155	2024	15-10-2024	1942	2	SPRINGTOWN BL	I-580	0		Y	3	0	1	9	D	C	C	37.7027	-121.7402	60-69	Car/Pickup
84450156	2024	15-10-2024	1912	2	ALAMEDA DR	HUMBOLDT WY	59	E	Y	3	0	1	3	F	A	C	37.6953	-121.7956	40-49	Bicycle
84453415	2024	29-10-2024	1347	2	VASCO RD	CHARLOTTE WY	20	S	Y	4	0	1	3	C	C	A	37.6709	-121.7189	50-59	Car/Pickup
84457862	2024	21-10-2024	1714	1	GREENVILLE RD	EAST AV	0		Y	3	0	1	9	D	C	A	37.6797	-121.6967	20-29	Car/Pickup
84457864	2024	23-10-2024	1949	3	RAILROAD AV	K ST	0		Y	3	0	2	10	G	B	C	37.6831	-121.7708	15-19	Pedestrian
84457866	2024	31-10-2024	1839	4	HOLMES ST	EL CAMINITO	0		Y	3	0	1	0	G	B	C	37.6671	-121.7803	Unknown	Pedestrian
84461178	2024	06-03-2024	1230	3	FIRST ST	PORTOLA CMN	78	N	Y	3	0	1	0	D	G	A	37.6900	-121.7544	40-49	Bicycle
84461182	2024	25-05-2024	2205	6	FIRST ST	P ST	0		Y	3	0	1	12	D	C	C	37.6795	-121.7762	0-14	Motorcycle
84461183	2024	31-05-2024	1644	5	RAILROAD AV	LIVERMORE AVE	0		Y	4	0	1	10	G	B	A	37.6835	-121.7695	Unknown	Pedestrian
84461186	2024	12-07-2024	1756	5	L ST	COLLEGE AV	166	S	Y	3	0	1	1	C	E	A	37.6740	-121.7687	Unknown	Bicycle
84461190	2024	04-10-2024	1524	5	SAN FELICE DR	VERNAZZA DR	108	S	Y	3	0	1	5	D	G	A	37.6646	-121.7566	Unknown	Bicycle
84461197	2024	30-10-2024	1604	3	PATTERSON PASS RD	GREENVILLE RD	150	W	Y	3	0	1	3	C	D	A	37.6959	-121.6974	20-29	Car/Pickup
84461199	2024	04-11-2024	815	1	RINCON AV	ELM ST	0		Y	4	0	1	8	H	A	A	37.6866	-121.7834	15-19	Motorcycle
84462984	2024	04-11-2024	831	1	BIRCHWOOD CO	EAST AV	0		Y	3	0	1	9	D	G	A	37.6798	-121.7202	40-49	Bicycle
84462987	2024	04-11-2024	1125	1	P ST	RAILROAD AV	0		Y	4	0	1	12	D	C	A	37.6812	-121.7769	50-59	Car/Pickup
84470524	2024	12-11-2024	937	2	STANLEY BL	ISABEL AV	25	E	Y	4	0	1	3	C	C	A	37.6761	-121.8053	50-59	Truck
84474667	2024	07-11-2024	800	4	HOLMES ST	CATALINA DR	0		Y	3	0	1	9	D	G	A	37.6629	-121.7803	0-14	Bicycle
84474674	2024	16-11-2024	1048	6	JACK LONDON BLVD	SHOPS DR	0		Y	4	0	1	12	D	C	A	37.6971	-121.8450	40-49	Car/Pickup
84476397	2024	26-10-2024	1814	6	MURDELL LN	PEARL DR	130	S	Y	2	0	1	3	H	A	A	37.6740	-121.8000	50-59	Motorcycle
84483495	2024	12-11-2024	650	2	VASCO RD	PRESTON AV	0		Y	4	0	1	17	D	C	A	37.7062	-121.7227	50-59	Truck
84485224	2024	18-11-2024	2103	1	HAGEMANN DR	OLYMPIC WY	71	N	Y	4	0	1	1	D	E	C	37.6866	-121.8010	30-39	Car/Pickup
84489886	2024	22-11-2024	2252	5	FIRST ST	PORTOLA AV	0		Y	3	0	1	1	E	I	D	37.6909	-121.7525	50-59	Car/Pickup
84495542	2024	06-10-2024	1615	7	VASCO RD	INDUSTRIAL WY	60	N	Y	4	0	1	3	F	A	A	37.7050	-121.7220	20-29	Bicycle
84503993	2024	21-07-2024	223	7	VASCO RD	LAS POSITAS RD	422	N	N	1	2	1	1	E	I	C	37.7038	-121.7212	20-29	Car/Pickup
84503994	2024	29-11-2024	1731	5	WOLF HOUSE DR	JACK LONDON BLVD	1050	N	N	4	0	1	9	D	C	C	37.6972	-121.8373	20-29	Car/Pickup
84508065	2024	03-12-2024	1835	2	MINES RD	TECHNOLOGY DR	0		Y	4	0	1	3	C	C	C	37.6927	-121.7456	50-59	Car/Pickup
84508068	2024	09-12-2024	1406	1	JACK LONDON BLVD	ARLINGTON RD	0		Y	3	0	2	12	D	C	A	37.6891	-121.7969	40-49	Car/Pickup
84512435	2024	02-12-2024	2134	1	FOURTH ST	L ST	0		Y	4	0	1	9	D	C	C	37.6787	-121.7702	30-39	Car/Pickup
84520993	2024	10-11-2024	1512	7	STANLEY BL	MURRIETA BLVD	1793	E	N	3	0	1	1	E	I	A	37.6790	-121.7816	20-29	Motorcycle
84524441	2024	15-11-2024	1653	5	COLLEGE AV	SIXTH ST	0		Y	3	0	1	9	D	G	B	37.6751	-121.7757	30-39	Bicycle
84524453	2024	19-11-2024	1737	2	LAS POSITAS RD	ARROYO VISTA RD	0		Y	4	0	1	12	D	C	D	37.6971	-121.7418	40-49	Car/Pickup
84525700	2024	04-12-2024	1717	3	HOLMES ST	MURRIETA BLVD	0		Y	4	0	1	3	C	C	B	37.6760	-121.7798	20-29	Car/Pickup
84525705	2024	11-12-2024	1912	3	EAST AV	HILLCREST AV	490	W	N	3	0	1	9	D	C	D	37.6799	-121.7501	30-39	Motorcycle
84527808	2024	13-12-2024	2015	5	EAST AV	ESTATES ST	429	E	N	4	0	5	5	A	C	C	37.6799	-121.7503	50-59	Car/Pickup

Page 253 of 288

EXHIBIT A

CASE_ID	ACCIDENT YEAR	COLLISION DATE	COLLISION TIME	DAY	PRIMARY RD	SECONDARY RD	DISTANCE	DIRECTION	INTERSECTION WITHIN 250 FEET	COLLISION SEVERITY	NUMBER KILLED	NUMBER INJURED	PCF VIOL CATEGORY	TYPE OF COLLISION	MVIW	LIGHTING	LATITUDE	LONGITUDE	AGE GROUP	MODE
84533974	2024	21-06-2024	1542	5	RAILROAD AV	LIVERMORE AVE	160	E	Y	4	0	2	8	B	C	A	37.6836	-121.7690	30-39	Car/Pickup
84533975	2024	21-11-2024	1300	4	FIRST ST	SOUTHFRONT RD	0		Y	4	0	1	12	D	C	A	37.6997	-121.7419	30-39	Car/Pickup
84533976	2024	21-11-2024	1809	4	EAST AV	VASCO RD	0		Y	4	0	1	8	B	G	C	37.6798	-121.7188	60-69	Bicycle
84533977	2024	24-11-2024	825	7	HOLMES ST	CATALINA DR	0		Y	4	0	1	0	D	C	A	37.6629	-121.7803	Unknown	Car/Pickup
84551779	2024	25-11-2024	1231	1	LAS POSITAS RD	BENNETT DR	850	W	N	3	0	1	5	B	C	A	37.6965	-121.7366	30-39	Car/Pickup
84551780	2024	28-11-2024	1604	4	FOURTH ST	M ST	0		Y	4	0	3	9	D	C	A	37.6784	-121.7714	15-19	Car/Pickup
84551786	2024	10-12-2024	317	2	N CANYONS PKWY	COMCAST PL	236	E	Y	3	0	1	3	F	I	C	37.7059	-121.8076	20-29	Car/Pickup
84551789	2024	14-12-2024	1741	6	FIRST ST	MINES RD	422	S	N	4	0	2	3	C	C	C	37.6938	-121.7482	20-29	Car/Pickup
84551790	2024	16-12-2024	934	1	SPRINGTOWN BL	REDWOOD RD	86	N	Y	4	0	1	3	E	I	A	37.7105	-121.7480	40-49	Car/Pickup
84551793	2024	31-12-2024	1550	2	AIRWAY BL	VIA MATEO	426	W	N	3	0	2	5	A	C	A	37.6988	-121.7888	40-49	Truck
84553592	2024	17-12-2024	2056	2	RAILROAD AV	P ST	305	E	N	4	0	1	5	D	G	C	37.6815	-121.7759	50-59	Bicycle
84556707	2024	19-12-2024	1842	4	LIVERMORE AVE	JUNCTION AV	20	S	Y	4	0	1	5	E	I	C	37.6895	-121.7724	70-79	Car/Pickup
84558136	2024	20-12-2024	1756	5	ROYAL RD	BRIARWOOD DR	32	S	Y	3	0	2	3	G	B	C	37.6915	-121.7672	40-49	Pedestrian
84558382	2024	22-12-2024	1558	7	PORTOLA AV	PORTOLA MEADOWS RD	0		Y	4	0	4	1	D	C	A	37.6921	-121.7773	30-39	Car/Pickup
84590077	2024	20-12-2024	2009	5	FIRST ST	MINES RD	407	W	N	4	0	1	3	C	C	C	37.6938	-121.7482	30-39	Car/Pickup
84607090	2024	26-10-2024	1727	6	SPRINGTOWN BL	REDWOOD RD	10	N	Y	3	0	1	3	H	A	A	37.7103	-121.7480	40-49	Motorcycle
84684794	2024	13-04-2024	912	6	ENCINO DR	MURDELL LN	8	E	Y	4	0	1	8	A	G	A	37.6686	-121.7984	40-49	Bicycle
8911618	2020	25-08-2020	2014	2	FOURTH ST	P ST	5	W	Y	1	1	0	10	G	B	C	37.6772	-121.7751	70-79	Pedestrian
9027041	2020	02-01-2020	1048	4	CONCANNON BLVD	NORMANDY CIR	440	E	N	3	0	2	3	H	J	A	37.6611	-121.7634	70-79	Bicycle
9027045	2020	10-01-2020	930	5	FIRST ST	Q ST	0		Y	3	0	3	9	D	C	A	37.6791	-121.7774	30-39	Car/Pickup
9027048	2020	31-01-2020	1612	5	LIVERMORE AVE	RAILROAD AV	0		Y	4	0	4	0	A	C	A	37.6834	-121.7697	Unknown	Car/Pickup
9027050	2020	01-02-2020	922	6	DOLORES ST	PACIFIC AV	26	N	Y	3	0	1	3	G	B	A	37.6762	-121.7570	80-110	Pedestrian
9027053	2020	10-01-2020	702	5	VALLECITOS RD	RT 84	70	S	Y	3	0	4	3	C	C	A	37.6373	-121.7988	30-39	Car/Pickup
9027054	2020	07-02-2020	1205	5	FIRST ST	SCOTT ST	65	S	Y	4	0	1	7	C	C	A	37.6879	-121.7582	50-59	Car/Pickup
9027057	2020	21-01-2020	1900	2	RAILROAD AV	LIVERMORE AVE	25	W	Y	4	0	1	3	C	C	C	37.6834	-121.7698	50-59	Car/Pickup
9027061	2020	16-01-2020	746	4	STANLEY BL	MURRIETA BLVD	150	W	Y	4	0	2	3	C	C	A	37.6779	-121.7881	15-19	Car/Pickup
9027064	2020	01-01-2020	57	3	FIRST ST	SOUTHFRONT RD	125	N	Y	3	0	1	3	C	C	C	37.7000	-121.7417	20-29	Truck
9027065	2020	29-01-2020	1730	3	MINES RD	LAS POSITAS RD	300	S	N	4	0	1	3	E	I	B	37.6994	-121.7602	20-29	Car/Pickup
9027069	2020	10-01-2020	1845	5	LIVERMORE AVE	RAILROAD AV	35	N	Y	3	0	1	11	G	B	C	37.6835	-121.7697	20-29	Pedestrian
9027073	2020	23-01-2020	2008	4	PORTOLA AV	MURRIETA BLVD	459	E	N	3	0	1	11	G	B	E	37.6948	-121.7829	60-69	Pedestrian
9027077	2020	13-01-2020	813	1	XAVIER WY	EAST AV	6	S	Y	3	0	1	5	H	G	A	37.6799	-121.7472	0-14	Bicycle
9027096	2020	31-01-2020	1256	5	SECOND ST	FIRST ST	10	S	Y	3	0	1	10	G	B	A	37.6842	-121.7647	50-59	Pedestrian
9027104	2020	10-01-2020	225	5	LIVERMORE AVE	EIGHTH ST	0		Y	4	0	1	1	C	E	C	37.6775	-121.7614	20-29	Car/Pickup
9027116	2020	07-01-2020	1646	2	AIRWAY BL	RT 84	51	W	Y	2	0	1	11	G	B	B	37.6961	-121.8056	30-39	Pedestrian
9039615	2020	17-01-2020	1813	5	CONCANNON BLVD	MURDELL LN	31	W	Y	3	0	1	3	C	C	C	37.6609	-121.7986	60-69	Car/Pickup
9049857	2020	24-02-2020	758	1	ALTAMONT CREEK DR	LAUGHLIN RD	187	W	Y	3	0	1	9	D	C	A	37.7217	-121.7113	50-59	Car/Pickup
9049894	2020	09-02-2020	1700	7	MAPLE ST	SECOND ST	0		Y	3	0	2	9	D	C	A	37.6831	-121.7659	20-29	Car/Pickup
9049910	2020	16-02-2020	2253	7	FIRST ST	I-580	48	N	Y	4	0	1	1	D	C	C	37.7026	-121.7403	15-19	Car/Pickup
9049914	2020	14-02-2020	1553	5	SUNFLOWER CT	WINDFLOWER DR	171	E	Y	3	0	1	8	E	I	A	37.7069	-121.7298	30-39	Car/Pickup
9049941	2020	10-02-2020	1539	1	FOURTH ST	LIVERMORE AVE	70	W	Y	4	0	1	21	C	C	A	37.6801	-121.7657	40-49	Car/Pickup
9049985	2020	16-02-2020	1322	7	ROBERTSON PARK RD	ROBERTSON PARK RD	0		Y	4	0	1	8	E	I	A	37.6686	-121.7572	15-19	Car/Pickup
9057422	2020	10-04-2020	1652	5	N CANYONS PKWY	COMCAST PL	0		Y	4	0	1	12	D	C	A	37.7057	-121.8084	80-110	Car/Pickup
9078481	2020	21-02-2020	750	5	FIRST ST	SOUTHFRONT RD	150	N	Y	4	0	1	0	B	C	A	37.7001	-121.7416	Unknown	Car/Pickup
9082225	2020	29-02-2020	1007	6	PINE ST	NORFOLK RD	0		Y	4	0	1	9	D	C	A	37.6884	-121.7903	40-49	Car/Pickup
9082353	2020	26-02-2020	1547	3	SOUTHFRONT RD	MCGRAW AV	179	E	Y	3	0	1	11	G	B	A	37.7035	-121.7355	40-49	Pedestrian
9082361	2020	26-02-2020	1230	3	LIVERMORE AVE	CROMWELL WY	445	N	N	3	0	1	9	D	C	A	37.6946	-121.7733	20-29	Car/Pickup
9082365	2020	13-02-2020	1753	4	FIRST ST	Q ST	0		Y	4	0	1	9	A	C	C	37.6791	-121.7774	20-29	Car/Pickup
9082369	2020	29-02-2020	1750	6	L ST	CHESTNUT ST	0		Y	4	0	2	12	D	C	A	37.6847	-121.7729	60-69	Car/Pickup

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9082373	2020	27-02-2020	1716	4	VASCO RD	RESEARCH DR	0		Y	3	0	1	6	B	C	A	37.6757	-121.7189	60-69	Motorcycle
9082420	2020	04-03-2020	1825	3	CONCANNON BLVD	STERLING WY	304	E	N	4	0	1	3	C	C	C	37.6610	-121.7692	40-49	Car/Pickup
9082531	2020	02-03-2020	523	1	GREENVILLE RD	PATTERSON PASS RD	0		Y	3	0	1	9	D	C	C	37.6959	-121.6969	20-29	Car/Pickup
9083734	2020	20-03-2020	630	5	HOLMES ST	VANCOUVER WY	448	S	N	3	0	1	1	C	C	C	37.6653	-121.7803	30-39	Car/Pickup
9083742	2020	08-03-2020	1326	7	HOLMES ST	CATALINA DR	0		Y	4	0	1	0	D	C	A	37.6629	-121.7803	Unknown	Car/Pickup
9084808	2020	07-03-2020	1224	6	LAS POSITAS RD	FIRST ST	1215	W	N	3	0	3	9	D	C	A	37.7002	-121.7463	40-49	Car/Pickup
9084820	2020	01-03-2020	1610	7	SOUTHFRONT RD	PRESTON AV	412	N	N	3	0	1	8	E	J	A	37.7070	-121.7239	40-49	Motorcycle
9089879	2020	20-03-2020	2030	5	FIRST ST	I-580	0		Y	3	0	1	9	D	C	C	37.7029	-121.7383	20-29	Car/Pickup
9089880	2020	30-03-2020	2017	1	FIRST ST	O ST	0		Y	3	0	1	0	H	A	C	37.6798	-121.7749	30-39	Motorcycle
9094617	2020	06-04-2020	2239	1	NATIONAL DR	HAWTHORNE PL	170	E	Y	3	0	1	7	E	I	C	37.7047	-121.7000	20-29	Car/Pickup
9094618	2020	10-04-2020	648	5	MURRIETA BLVD	PORTOLA AV	500	S	N	4	0	1	3	E	I	A	37.6947	-121.7853	60-69	Car/Pickup
9107176	2020	26-08-2020	1556	3	STANLEY BL	ISABEL AV	0		Y	3	0	1	5	H	G	A	37.6760	-121.8055	30-39	Bicycle
9114213	2020	27-05-2020	1100	3	CONCANNON BLVD	NORMANDY CIR	0		Y	3	0	1	5	D	G	A	37.6611	-121.7649	30-39	Bicycle
9114225	2020	27-05-2020	844	3	PRESTON AV	LAS POSITAS RD	0		Y	3	0	1	9	H	G	A	37.7071	-121.7099	60-69	Bicycle
9114229	2020	26-05-2020	625	2	VASCO RD	DAPHNE DR	170	N	Y	4	0	3	3	C	C	A	37.6900	-121.7187	20-29	Car/Pickup
9114684	2020	08-06-2020	937	1	VALLECITOS RD	VINEYARD AV	0		Y	2	0	1	9	H	G	A	37.6452	-121.7884	15-19	Bicycle
9114730	2020	04-05-2020	2235	1	MADEIRA WY	GERMAINE WY	251	W	N	3	0	1	3	G	B	C	37.6849	-121.7593	40-49	Pedestrian
9114731	2020	06-05-2020	1951	3	MINES RD	DANA CI	0		Y	3	0	1	10	G	B	A	37.6850	-121.7358	20-29	Pedestrian
9114732	2020	07-05-2020	1404	4	MURRIETA BLVD	PORTOLA AV	5	N	Y	4	0	1	5	H	G	A	37.6956	-121.7841	60-69	Bicycle
9114733	2020	10-05-2020	1118	7	LIVERMORE AVE	FOURTH ST	0		Y	3	0	1	8	H	G	A	37.6802	-121.7655	70-79	Bicycle
9114734	2020	08-05-2020	1556	5	E AIRWAY BL	RUTAN DR	406	W	N	3	0	1	4	C	C	A	37.6969	-121.8018	40-49	Car/Pickup
9114736	2020	08-05-2020	1532	5	LAS POSITAS RD	FIRST ST	0		Y	3	0	2	9	D	C	A	37.6983	-121.7428	80-110	Car/Pickup
9119791	2020	18-06-2020	1631	4	HOLMES ST	VANCOUVER WY	0		Y	3	0	1	9	D	C	A	37.6665	-121.7803	20-29	Car/Pickup
9120535	2020	18-06-2020	1722	4	VASCO RD	BRISA ST	48	S	Y	3	0	2	3	C	C	A	37.6995	-121.7185	40-49	Car/Pickup
9120536	2020	11-06-2020	1159	4	ALTAMONT CREEK DR	WINDING STREAM DR	95	E	Y	3	0	1	3	C	E	A	37.7216	-121.7134	60-69	Bicycle
9120537	2020	23-06-2020	1314	2	MINES RD	PATTERSON PASS RD	32	S	Y	3	0	2	3	E	I	A	37.6887	-121.7405	30-39	Pedestrian
9120538	2020	30-06-2020	2011	2	HIGHLAND AV	EDINBURGH DR	0		Y	3	0	1	18	G	B	A	37.6931	-121.7537	Unknown	Pedestrian
9120604	2020	01-07-2020	1609	3	NORTHFRONT RD	VASCO RD	48	W	Y	4	0	1	3	E	I	A	37.7120	-121.7245	20-29	Motorcycle
9121242	2020	01-07-2020	1615	3	CONCANNON BLVD	ARROYO RD	13	E	Y	4	0	1	9	D	C	A	37.6610	-121.7681	60-69	Car/Pickup
9121244	2020	04-07-2020	1802	6	PORTOLA AV	ENOS WY	151	W	Y	4	0	1	1	E	I	A	37.6912	-121.7688	40-49	Car/Pickup
9121421	2020	03-07-2020	2231	5	MORAGA DR	MOJAVE AV	190	E	Y	2	0	1	1	F	J	C	37.6709	-121.7905	30-39	Motorcycle
9129176	2020	17-07-2020	2107	5	SECOND ST	K ST	0		Y	3	0	2	3	D	C	C	37.6805	-121.7697	15-19	Car/Pickup
9129177	2020	07-07-2020	657	2	GREENVILLE RD	NORTHFRONT RD	830	S	N	3	0	1	3	F	A	A	37.7171	-121.7001	20-29	Car/Pickup
9129178	2020	10-07-2020	1157	5	LIVERMORE AVE	FOURTH ST	0		Y	3	0	1	8	H	G	A	37.6802	-121.7655	Unknown	Bicycle
9141623	2020	18-08-2020	1117	2	AIRWAY BL	ISABEL AV	1614	W	N	3	0	1	3	C	C	A	37.6960	-121.8111	20-29	Car/Pickup
9141680	2020	07-08-2020	2359	5	JACK LONDON BLVD	RT 84	6000	W	N	3	0	2	1	F	A	A	37.6896	-121.8261	20-29	Car/Pickup
9141686	2020	07-08-2020	3	5	LAS POSITAS RD	ARROYO VISTA RD	312	S	N	4	0	1	0	A	I	C	37.6963	-121.7419	20-29	Car/Pickup
9141687	2020	12-08-2020	654	3	LORREN WY	HELEN WY	300	W	N	4	0	1	8	D	C	A	37.6737	-121.7937	50-59	Motorcycle
9141688	2020	17-08-2020	54	1	JUNCTION AV	CHESTNUT ST	49	E	Y	3	0	1	1	A	E	C	37.6869	-121.7669	15-19	Car/Pickup
9141779	2020	05-07-2020	2020	7	OLIVINA AV	JAMES ST	277	E	N	3	0	1	3	H	G	A	37.6830	-121.7806	40-49	Bicycle
9141780	2020	31-07-2020	1723	5	PATTERSON PASS RD	MARATHON DR	86	W	Y	4	0	1	3	C	C	A	37.6959	-121.7018	20-29	Car/Pickup
9143865	2020	27-07-2020	704	1	NORTHFRONT RD	VASCO RD	79	E	Y	3	0	3	3	C	C	A	37.7120	-121.7240	40-49	Car/Pickup
9144202	2020	31-05-2020	1850	7	LAS POSITAS RD	HILLIKER PL	200	E	Y	2	0	1	8	C	C	A	37.6986	-121.7683	Unknown	Motorcycle
9144406	2020	17-07-2020	2112	5	WALNUT ST	LIVERMORE AVE	0		Y	3	0	2	12	D	C	C	37.6873	-121.7713	80-110	Car/Pickup
9144407	2020	24-07-2020	711	5	VASCO RD	BRISA ST	174	N	Y	2	0	1	8	C	C	A	37.7001	-121.7188	30-39	Car/Pickup
9144417	2020	22-07-2020	559	3	VASCO RD	MESQUITE WY	65	N	Y	3	0	1	3	C	C	B	37.6843	-121.7185	50-59	Car/Pickup
9144418	2020	26-07-2020	1333	7	FOURTH ST	L ST	0		Y	2	0	3	12	D	C	A	37.6787	-121.7702	40-49	Car/Pickup
9147667	2020	04-08-2020	1615	2	VINEYARD AV	VALLECITOS RD	70	W	Y	4	0	1	3	B	C	A	37.6453	-121.7885	30-39	Car/Pickup

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91487399	2021	28-05-2021	1255	5	LIVERMORE AVE	CONCANNON BLVD	528	S	N	4	0	1	3	C	C	A	37.6688	-121.7479	50-59	Car/Pickup
9154972	2020	26-08-2020	1720	3	NORTHFRONT RD	LAUGHLIN RD	0		Y	3	0	1	12	D	C	A	37.7151	-121.7105	30-39	Car/Pickup
9160723	2020	07-09-2020	1539	1	WESTERN AV	OLIVINA AV	12		Y	3	0	1	1	C	C	A	37.6830	-121.7800	60-69	Car/Pickup
9160724	2020	09-09-2020	1110	3	SECOND ST	L ST	0		Y	3	0	1	10	G	B	A	37.6802	-121.7709	Unknown	Pedestrian
9198511	2020	20-10-2020	1326	2	FIRST ST	SOUTHFRONT RD	0		Y	4	0	1	8	A	C	A	37.6997	-121.7419	20-29	Car/Pickup
9198512	2020	15-09-2020	1434	2	FIRST ST	Q ST	0		Y	4	0	2	9	D	C	A	37.6791	-121.7774	20-29	Car/Pickup
9198515	2020	11-10-2020	413	7	DEL MAR AV	WILLIAM DR	211	W	Y	2	0	1	1	B	E	C	37.6702	-121.7887	15-19	Car/Pickup
9198516	2020	25-09-2020	2103	5	OLIVINA AV	WESTERN AV	0		Y	3	0	2	9	D	C	C	37.6830	-121.7800	15-19	Motorcycle
9198524	2020	24-09-2020	1355	4	LIVERMORE AVE	PORTOLA AV	60	S	Y	3	0	1	3	C	C	A	37.6910	-121.7731	80-110	Car/Pickup
9198539	2020	14-12-2020	809	1	ARROYO RD	SUPERIOR DR	0		Y	3	0	1	9	D	C	A	37.6538	-121.7682	80-110	Car/Pickup
9198543	2020	08-12-2020	1707	2	CONCANNON BLVD	ROBERTSON PARK RD	0		Y	4	0	1	9	H	G	B	37.6665	-121.7498	30-39	Bicycle
9199124	2020	12-10-2020	631	1	FIRST ST	SOUTHFRONT RD	31	N	Y	3	0	1	9	D	C	C	37.6998	-121.7418	20-29	Motorcycle
9199128	2020	17-11-2020	1409	2	L ST	FIFTH ST	0		Y	3	0	1	8	D	C	A	37.6780	-121.7699	70-79	Car/Pickup
9199179	2020	23-10-2020	821	5	BLUEBELL DR	SPRINGTOWN BL	138	E	Y	3	0	1	5	H	G	D	37.7053	-121.7402	20-29	Bicycle
9199762	2020	23-09-2020	802	3	VASCO RD	BRISA ST	7	N	Y	3	0	1	9	B	G	A	37.6996	-121.7185	30-39	Bicycle
9199763	2020	30-09-2020	1340	3	VASCO RD	BRISA ST	0		Y	4	0	1	0	D	C	A	37.6996	-121.7185	Unknown	Car/Pickup
9202449	2020	14-12-2020	1012	1	ARROYO RD	CONCANNON BLVD	48	S	Y	3	0	1	21	C	C	A	37.6609	-121.7681	40-49	Car/Pickup
9202450	2020	17-12-2020	125	4	PORTOLA AV	MONTAGE DR	90	W	Y	3	0	1	3	E	J	D	37.7066	-121.8002	15-19	Car/Pickup
9203893	2020	28-11-2020	1158	6	PORTOLA AV	LIVERMORE AVE	350	W	N	3	0	1	9	D	G	A	37.6912	-121.7743	30-39	Bicycle
9203902	2020	07-11-2020	1948	6	MURRIETA BLVD	PINE ST	0		Y	4	0	1	8	D	C	C	37.6884	-121.7909	20-29	Car/Pickup
9204859	2020	21-09-2020	240	1	SONIA ST	SNIDER CT	12	E	Y	3	0	1	1	E	I	C	37.6882	-121.7464	30-39	Car/Pickup
9204860	2020	04-09-2020	1620	5	FOURTH ST	I ST	0		Y	3	0	1	9	D	C	A	37.6798	-121.7665	15-19	Car/Pickup
9204862	2020	09-09-2020	748	3	LOYOLA WY	EAST AV	246	N	Y	3	0	1	3	-	B	B	37.6806	-121.7389	40-49	Pedestrian
9204863	2020	15-09-2020	1451	2	FOURTH ST	LIVERMORE AVE	0		Y	4	0	1	12	A	C	A	37.6802	-121.7655	50-59	Car/Pickup
9207043	2020	21-11-2020	1317	6	FIRST ST	MINES RD	200	W	Y	3	0	1	7	C	G	A	37.6943	-121.7476	20-29	Bicycle
9207044	2020	03-11-2020	1559	2	FIRST ST	P ST	25	W	Y	4	0	1	3	C	C	A	37.6794	-121.7763	30-39	Car/Pickup
9207058	2020	14-11-2020	1822	6	VASCO RD	CHARLOTTE WY	0		Y	3	0	1	12	D	C	D	37.6709	-121.7189	15-19	Car/Pickup
9207059	2020	14-11-2020	759	6	LIVERMORE AVE	RAILROAD AV	0		Y	4	0	1	0	D	C	A	37.6834	-121.7697	Unknown	Car/Pickup
9207060	2020	01-11-2020	1513	7	LIVERMORE AVE	CHESTNUT ST	0		Y	2	0	1	9	D	C	A	37.6854	-121.7705	70-79	Motorcycle
9208158	2020	30-09-2020	724	3	LIVERMORE AVE	CHESTNUT ST	10	S	Y	3	0	1	12	D	G	A	37.6854	-121.7705	50-59	Bicycle
9208261	2020	17-09-2020	1839	4	MINES RD	FIRST ST	0		Y	3	0	1	10	G	B	A	37.6946	-121.7470	Unknown	Pedestrian
9209985	2020	04-10-2020	18	7	VALLECITOS RD	ISABEL AV	695	E	N	3	0	1	1	E	I	D	37.6382	-121.7969	20-29	Car/Pickup
9209986	2020	02-10-2020	1830	5	JACK LONDON BLVD	ISABEL AV	69	W	Y	3	0	1	3	C	C	B	37.6892	-121.8061	20-29	Car/Pickup
9209987	2020	26-10-2020	1454	1	STANLEY BL	FENTON ST	700	E	N	4	0	1	8	B	C	A	37.6793	-121.7812	60-69	Car/Pickup
9209988	2020	27-10-2020	1625	2	LIVERMORE AVE	FIRST ST	0		Y	3	0	1	9	G	B	A	37.6820	-121.7684	20-29	Pedestrian
9209989	2020	24-10-2020	1127	6	COLLIER CYN RD	CAMPUS LP	0		Y	2	0	1	5	E	I	A	37.7090	-121.8050	50-59	Bicycle
9209990	2020	24-10-2020	1630	6	REDWOOD RD	MONTEREY DR	0		Y	4	0	2	8	D	C	A	37.7101	-121.7489	20-29	Car/Pickup
9210104	2020	12-10-2020	1509	1	HOLMES ST	VANCOUVER WY	0		Y	4	0	2	9	D	C	A	37.6665	-121.7803	15-19	Car/Pickup
9210105	2020	21-10-2020	838	3	FIRST ST	P ST	0		Y	3	0	2	12	D	C	A	37.6795	-121.7762	70-79	Car/Pickup
9210468	2020	20-10-2020	743	2	VASCO RD	LAS POSITAS RD	0		Y	3	0	1	9	D	C	A	37.7027	-121.7205	50-59	Truck
9225031	2021	10-02-2021	1645	3	VASCO RD	GARAVENTA RANCH RD	20	S	Y	4	0	1	3	C	C	A	37.7223	-121.7240	50-59	Car/Pickup
9225035	2021	12-02-2021	842	5	VASCO RD	SCENIC AV	364	S	N	3	0	4	3	C	C	B	37.7160	-121.7243	30-39	Car/Pickup
9230890	2021	17-01-2021	1330	7	SUPERIOR DR	LEXINGTON WY	100	N	Y	3	0	1	3	H	A	A	37.6528	-121.7747	70-79	Bicycle
9230891	2021	22-01-2021	1103	5	EL CAMINITO	WAGONER RD	0		Y	3	0	2	9	D	C	A	37.6670	-121.7851	20-29	Car/Pickup
9230892	2021	28-01-2021	650	4	MURRIETA BLVD	JACK LONDON BLVD	0		Y	4	0	1	0	D	C	B	37.6890	-121.7909	Unknown	Car/Pickup
9230893	2021	29-01-2021	1006	5	N CANYONS PKWY	CONSTITUTION DR	0		Y	2	0	2	0	D	C	A	37.7046	-121.8172	Unknown	Car/Pickup
9230894	2021	17-01-2021	1313	7	OLIVINA AV	MEADOWLARK ST	25	W	Y	3	0	2	3	E	I	A	37.6829	-121.7886	60-69	Car/Pickup
9233263	2020	19-12-2020	500	6	OLD FIRST ST	JUNCTION AV	0		Y	4	0	1	3	D	C	C	37.6856	-121.7641	30-39	Car/Pickup

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9233355	2020	19-12-2020	1526	6	L ST	ELM ST	0		Y	3	0	1	9	D	C	A	37.6886	-121.7747	70-79	Car/Pickup
9233357	2020	26-12-2020	954	6	STANLEY BL	NANCY ST	193	W	Y	4	0	2	8	B	G	A	37.6769	-121.7979	60-69	Bicycle
9234717	2021	08-02-2021	1600	1	FOURTH ST	I ST	0		Y	3	0	1	9	D	C	A	37.6798	-121.7665	20-29	Car/Pickup
9234718	2021	07-02-2021	1424	7	PORTOLA AV	TRANQUILITY CIR	302	W	N	4	0	1	8	E	I	A	37.7064	-121.7951	15-19	Car/Pickup
9234719	2021	16-02-2021	1518	2	OLIVINA AV	MEADOWLARK ST	15	E	Y	3	0	1	3	B	E	A	37.6829	-121.7884	40-49	Car/Pickup
9236238	2021	15-01-2021	1415	5	VINEYARD AV	VALLECITOS RD	0		Y	3	0	2	12	D	C	A	37.6445	-121.7894	50-59	Car/Pickup
9239095	2021	13-03-2021	1918	6	NORTHFRONT RD	HERMAN AV	0		Y	3	0	1	8	D	C	C	37.7122	-121.7173	20-29	Car/Pickup
9239439	2021	23-02-2021	1834	2	MAYBECK LN	CHARLOTTE WY	51	E	Y	3	0	2	5	A	C	C	37.6780	-121.7259	50-59	Car/Pickup
9239440	2021	21-02-2021	2323	7	N CANYONS PKWY	DOOLAN RD	0		Y	2	0	1	1	D	E	C	37.7028	-121.8232	30-39	Car/Pickup
9252321	2021	17-02-2021	1612	3	VINEYARD AV	ISABEL AVE	475	E	N	2	0	1	9	D	C	A	37.6515	-121.8040	20-29	Motorcycle
9252322	2021	26-02-2021	1916	5	SPRINGTOWN BL	GALLOWAY ST	0		Y	4	0	1	3	E	I	C	37.7186	-121.7478	30-39	Car/Pickup
9252323	2021	26-02-2021	1713	5	CONCANNON BLVD	EVANS ST	0		Y	3	0	1	5	H	G	A	37.6608	-121.7791	50-59	Bicycle
9253347	2021	09-03-2021	308	2	CONCANNON BLVD	PRIMA DR	0		Y	4	0	1	9	D	C	C	37.6608	-121.8035	70-79	Car/Pickup
9253358	2021	07-03-2021	1412	7	PORTOLA AV	LIVERMORE AVE	22	W	Y	3	0	1	3	C	C	A	37.6912	-121.7732	20-29	Car/Pickup
93763857	2024	25-07-2024	1125	4	TESLA RD	VASCO RD	20	W	Y	4	0	1	8	B	C	A	37.6650	-121.7190	70-79	Car/Pickup
14965222800016	2020	21-12-2020	2228	1	LAS POSTIAS RD	CAPITOL ST	924	W	N	1	3	0	13	D	E	C	37.6998	-121.7273	30-39	Truck

APPENDIX D

COUNTERMEASURE TOOLBOX



ROADWAY DESIGN

Road Diet and Lane Reconfiguration





Efficacy: ■■■
Cost: ■■■
Complexity: ■■■
CRF: 35%
Crash Type: ALL
Expected Life: 20 years

Reducing the number of lanes on a roadway can reduce crossing distance and exposure for pedestrians while lowering excessive vehicle speeds and the risk of rear-end collisions, better serving all road users.

Curb Extensions & Bulb Outs

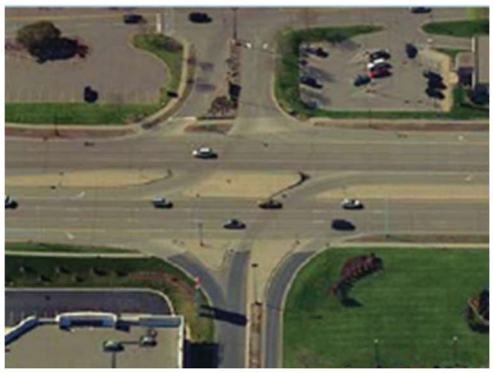


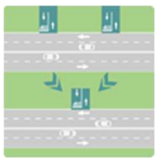


Efficacy: ■■□
Cost: ■■□
Complexity: ■□□
CRF: 20%
Crash Type: ALL
Expected Life: 20 years

Extending the sidewalk into the street to narrow the roadway lowers the speed of turning vehicles, shortens crossing distances, and can improve sight lines and visibility.

Corridor access management & consolidating driveways





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 40%
Crash Type: ALL
Expected Life: 20 years

The streamlining and consolidation of driveways facilitate a more organized merging of traffic while also reducing the number of conflict points and consequently decreasing the occurrence of collisions.

Curve Warning Signs





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 15%
Crash Type: ALL
Expected Life: 10 years

Addresses problem curves and serves as a warning of an unexpected or sharp curve. It provides advanced information and warns drivers that their added attention is needed.

Roadway and intersection safety lighting





Efficacy: ■■■
Cost: ■■■
Complexity: ■■□
CRF: 40%
Crash Type: Night
Expected Life: 20 years

Roadway and intersection lighting improve drivers' ability to see pedestrians and cyclists, thus decreasing night-time collisions. Additionally, lighting enhances driver awareness and response time.

Raised Intersections





Efficacy: ■■□
Cost: ■■■
Complexity: ■■■
CRF: 40%
Crash Type: ALL
Expected Life: 10 years

Raised intersections reinforce slow speeds and encourage motorists to yield to pedestrians at crosswalks.

Delineators, reflectors/ object markers





Efficacy: ■■■
Cost: ■■□
Complexity: ■□□
CRF: 15%
Crash Type: ALL
Expected Life: 10 years

Delineators, reflectors, and/or object markers warn drivers of an approaching curve or fixed object that cannot easily be removed.

Intersection Tightening





Efficacy: ■□□
Cost: ■■■
Complexity: ■■□
CRF: 20%
Crash Type: ALL
Expected Life: 10 years

Tightening or narrowing intersections using temporary materials like paint, soft posts, and reflective markers to visually and physically narrow them can reduce turning speeds, shorten the crossing distance, and improve visibility.

Raised Crosswalk





Efficacy: ■■■
Cost: ■■■
Complexity: ■■■
CRF: 40%
Crash Type: ALL
Expected Life: 10 years

Reduces vehicle speeds and enhances the pedestrian crossing environment.

Slip Lane Closures





Efficacy: ■□□
Cost: ■■■
Complexity: ■■■
CRF: 30%
Crash Type: ALL
Expected Life: -

It prevents people from making dangerous right turns. Closing and reshaping lanes can create a comfortable crossing for pedestrians.

Closing Sidewalk gaps

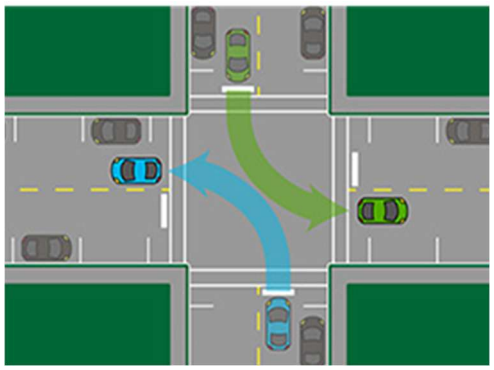




Efficacy: ■■□
Cost: ■■■
Complexity: ■■■
CRF: 30%
Crash Type: ALL
Expected Life: 20 years

Closing sidewalk gaps involves filling in missing sections of existing sidewalks to create a continuous and accessible pedestrian pathway. This improvement can significantly enhance pedestrian safety, mobility, and connectivity.

Intersection Geometry for Left and Right Turns





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 40%
Crash Type: ALL
Expected Life: -

This includes reconfiguring intersections along the corridor for left and right turns to reduce crossing distance, improve sight distance, reduce corner radii to reduce speeding at intersection approaches, improve pedestrian visibility, and install a roundabout.

Raised Medians





Efficacy: ■■■
Cost: ■■■
Complexity: ■■■
CRF: 25%
Crash Type: ALL
Expected Life: 20 years

It provides a physical barrier between opposing traffic lanes, restricts illegal turns, and helps reduce collisions.

Improve pavement marking and striping





Efficacy: ■■□
Cost: ■■□
Complexity: ■□□
CRF: 25%
Crash Type: ALL
Expected Life: 10 years

Installing appropriate pavement delineation in advance of and at intersections can enhance their visibility and, thus, the ability of approaching drivers to perceive them. This will provide approaching motorists with additional information at these locations.

Lane Narrowing Using Striping





Efficacy: ■■■
Cost: ■■■
Complexity: ■■■
CRF: 25%
Crash Type: ALL
Expected Life: 10 years

Reducing lane widths using pavement markings helps visually constrain the roadway, encouraging drivers to reduce speeds and exercise greater caution. This treatment can be implemented quickly and cost-effectively, particularly as a quick-build strategy on high-injury corridors or local streets.

Painted Chicanes / Edge-Line Shifts





Efficacy: ■■□
Cost: ■■□
Complexity: ■□□
CRF: 30%
Crash Type: ALL
Expected Life: 10 years

Painted chicanes introduce horizontal deflection in the roadway using markings, creating a meandering travel path that naturally slows vehicles. This treatment is effective in reducing speeding and improving driver attentiveness, especially in residential or traffic-calmed areas.

Mini-Roundabouts / Traffic Circles





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 40%
Crash Type: ALL
Expected Life: 20 years

Mini-roundabouts are compact circular intersections that reduce conflict points and require vehicles to yield and navigate at lower speeds. They are particularly effective at local intersections where full signalization is not warranted and can significantly reduce severe collision types such as angle crashes.

Neighborhood Traffic Calming





Efficacy: ■■□
Cost: ■■□
Complexity: ■□□
CRF: 30%
Crash Type: ALL
Expected Life: -

Neighborhood traffic calming involves a coordinated set of measures applied across a defined area to systematically reduce vehicle speeds and improve safety. These strategies enhance livability by discouraging cut-through traffic and creating safer conditions for pedestrians and cyclists.

Protected Intersections





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 40%
Crash Type: ALL
Expected Life: 20 years

Protected intersections incorporate physical design elements such as corner islands and setback crossings to separate vulnerable road users from vehicle movements. This design improves visibility, reduces turning conflicts, and enhances safety for pedestrians and bicyclists at intersections.

High-Friction Surface Treatments





Efficacy: ■■□
Cost: ■■□
Complexity: ■□□
CRF: 35%
Crash Type: ALL
Expected Life: 10 years

High-friction surface treatments improve pavement grip, particularly in areas prone to skidding such as curves, approaches to intersections, or downhill segments. These treatments are especially effective in wet or high-speed conditions, reducing loss-of-control and run-off-road collisions.



PEDESTRIAN SAFETY

Marked crosswalks





Efficacy: ■■□
Cost: ■■□
Complexity: ■□□
CRF: 25%
Crash Type: PED-BIKE
Expected Life: 20 years

The installation of crosswalks at non-signalized intersections, particularly along high-risk corridors and intersections, has the potential to decrease collisions effectively.

High-visibility crosswalks with advanced stop or yield signs





Efficacy: ■■■
Cost: ■□□
Complexity: ■□□
CRF: 15%
Crash Type: PED-BIKE
Expected Life: 15 years

Utilizing specific pavement markings, such as a ladder or continental patterns, stamped or colored concrete, reflective inlays, or thermoplastic tapes, can significantly enhance the visibility of pedestrian crossings.

Pedestrian refuge islands and median





Efficacy: ■■■
Cost: ■■□
Complexity: ■■□
CRF: 45%
Crash Type: PED-BIKE
Expected Life: 20 years

A dedicated concrete median facilitates pedestrian crossings by reducing the distance they need to traverse and providing a safe space for pedestrians to pause between traffic directions. This design provides a physical separation between pedestrians and vehicular traffic.

Pedestrian Scramble





Efficacy: ■■■
Cost: ■□□
Complexity: ■□□
CRF: 40%
Crash Type: PED-BIKE
Expected Life: 20 years

A specialized timing and phasing strategy for traffic signals where all vehicular approaches are red, right turn on red is prohibited, and all pedestrian signals say “Walk.” Enables pedestrians to cross an intersection in all possible directions while halting all vehicular traffic. This measure effectively mitigates vehicle-pedestrian collisions, resulting in a 50% reduction. The trade-off is that vehicular delays may increase.

Rectangular rapid flashing beacon (RRFB)





Efficacy: ■■□
Cost: ■■□
Complexity: ■□□
CRF: 35%
Crash Type: PED-BIKE
Expected Life: 20 years

Located at both ends of the crosswalk, it consists of a push button that pedestrians use to activate the warning lights when they want to use the crosswalk. The lights prompt drivers to stop, offering pedestrians and bicyclists a clear path to cross the street safely.

Midblock Crosswalks





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 25%
Crash Type: PED-BIKE
Expected Life: 20 years

When incorporated with a pedestrian refuge island, appropriate signage, and advance warning, midblock crossings may increase safety by decreasing random and unexpected pedestrian crossings while allowing drivers to predict and expect pedestrian traffic.

Accessible Pedestrian Signal (APS)





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 55%
Crash Type: PED-BIKE
Expected Life: 20 years

Accessible pedestrian signals provide information in alternative formats such as verbal messages, audible tones, and vibrating surfaces to communicate information on the status of pedestrian crossing (Walk, Flashing Don't Walk, or Don't Walk) to visually impaired people. Speech messages and wayfinding tones aid navigation to the pedestrian push button and the street's far side. Speech messages also aid sighted pedestrians by alerting them to the pedestrian signal indication changing from Don't Walk to Walk, reducing late crossings. Messaging that includes street names aids in wayfinding and orientation.

Crossing Guard Program





Efficacy: ■■□
Cost: ■■□
Complexity: ■□□
CRF: 25%
Crash Type: PED-BIKE
Expected Life: 20 years

Provides trained personnel at key locations to assist pedestrians in safely crossing streets, particularly in school zones. Improves driver compliance and reduces conflicts between vehicles and pedestrians.

Walking School Bus Program





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 15%
Crash Type: PED-BIKE
Expected Life: 15 years

Organizes groups of children to walk to school with adult supervision along designated routes. Enhances safety while promoting active transportation and awareness among drivers.

Pick-Up / Drop-Off Zone Designation





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 45%
Crash Type: PED-BIKE
Expected Life: 20 years

Designated zones help manage vehicle movements near schools, reducing congestion and unsafe pedestrian interactions. Improves organization and minimizes conflicts during peak school hours.

Crosswalk Visibility Enhancements





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 40%
Crash Type: PED-BIKE
Expected Life: 20 years

Enhances pedestrian crossings using high-visibility markings, signage, and materials to increase driver awareness. Helps reduce pedestrian-related collisions by making crossings more noticeable.



BICYCLIST SAFETY

Bike Intersection Marking





Efficacy: ■■□
Cost: ■□□
Complexity: ■□□
CRF: 25%
Crash Type: BIKE
Expected Life: 20 years

Promotes awareness among cyclists and motorists about potential conflict zones, emphasizing cyclists' priority over turning vehicles and enhancing visibility.

Bicycle Signal





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 40%
Crash Type: BIKE
Expected Life: 15 years

Prioritizes bicycle movements at intersections, separating them from conflicting motor vehicles and pedestrian movements to minimize potential conflicts.

Two-Stage Bicycle Turn Box





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 40%
Crash Type: BIKE
Expected Life: 10 years

A designated, painted box at signalized intersections offers bicyclists a multi-stage process to safely and more visibly make a left turn across an intersection from a bike lane.

Signal Detection and Actuation





Efficacy: ■■□
Cost: ■■■
Complexity: ■■■
CRF: 20%
Crash Type: BIKE
Expected Life: 15 years

It discourages bicyclists from running red lights. It can also prolong the green phase to provide adequate time for bicyclists to clear the intersection.

Bike Box





Efficacy: ■□□
Cost: ■■□
Complexity: ■□□
CRF: 40%
Crash Type: BIKE
Expected Life: 10 years

A designated area at the head of a traffic lane at a signalized intersection provides bicyclists with a safe and visible way to avoid queuing traffic during the red signal phase.

Green Pavement





Efficacy: ■□□
Cost: ■■□
Complexity: ■□□
CRF: 40%
Crash Type: BIKE
Expected Life: 10 years

An easy-to-maintain, cost-effective measure created with paint, epoxy, thermoplastic, or colored asphalt used to designate bike lanes, bike boxes, bike conflict zones, or intersection crossings.

Protected Bike lanes





Efficacy: ■■■
Cost: ■■■
Complexity: ■■■
CRF: 45%
Crash Type: BIKE
Expected Life: 20 years

Creates a distinct and separate dedicated area within the roadway from vehicle traffic for bicycle travel, including protective measures such as flexible posts, parked cars, or planters.

Buffered Bike Lanes





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 40%
Crash Type: BIKE
Expected Life: 20 years

Providing greater distance between bicyclists and motor vehicles enhances comfort and safety for bicyclists.

Shared Use Trail & Bicycle Path





Efficacy: ■■■
Cost: ■■■
Complexity: ■■■
CRF: 40%
Crash Type: BIKE
Expected Life: 20 years

A Class I bikeway is typically an off-road route designated for the exclusive use of bicyclists or for shared use by bicyclists and pedestrians. These pathways generally have few street crossings and are marked with signs and/or pavement markings.

Signing and Striping for Bicycle Infrastructure





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 40%
Crash Type: BIKE
Expected Life: 20 years

Installs clear pavement markings and signage to define bicycle routes and guide interactions between cyclists and motorists. Improves visibility, awareness, and predictability, reducing conflicts and enhancing overall safety.



OPERATIONS AND SIGNAL TIMING

Adaptive pedestrian signal timing





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 25%
Crash Type: PED
Expected Life: 10 years

Pedestrian sensors that detect when pedestrians are present in a crossing and automatically increase crossing time when necessary.

Leading pedestrian/bicycle intervals





Efficacy: ■□□
Cost: ■■□
Complexity: ■□□
CRF: Varies
Crash Type: PED-BIKE
Expected Life: 20 years

Enhances visibility for pedestrians and bicyclists at crossings, minimizing potential conflicts and ensuring improved safety for individuals who may require more time to begin crossing the intersection.

Signal Detection and actuation Pedestrian Countdown Signal Head





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 20%
Crash Type: PED
Expected Life: 15 years

It aids pedestrian decision-making for safe crossing, particularly beneficial to mobility-challenged individuals, elderly pedestrians, and adults with young children. It is easily understood by most people.

Modified Intersection Stop-Control





Efficacy: ■■■
Cost: ■□□
Complexity: ■□□
CRF: 30%
Crash Type: ALL
Expected Life: 10 years

Installing new stop signs at uncontrolled intersections or converting side street stops to all-way stops, following warrant guidance and design considerations at High Injury Intersections and Corridors, can significantly diminish collisions and conflicts associated with intersections.

Protected Left Turn Signal

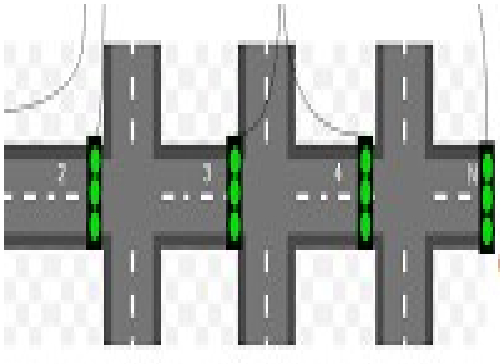




Efficacy: ■■■
Cost: ■■□
Complexity: ■■□
CRF: 30%
Crash Type: NIGHT
Expected Life: 20 years

It provides vehicles turning left with an exclusive opportunity to turn while opposing traffic and pedestrians are stopped, significantly reducing conflicts among people driving and walking.

Signal Sync Slow Green Wave





Efficacy: ■■□
Cost: ■■■
Complexity: ■■■
CRF: 20%
Crash Type: ALL
Expected Life: 10 years

Synchronized signals create a continuous green corridor for vehicles at a specific speed, prompting vehicles exceeding that speed to encounter more frequent stops. This effectively regulates speeds along high-injury corridors and encourages drivers to adhere to posted speed limits, reducing conflicts associated with high speeds.

Emergency Vehicle Pre-Emption Systems

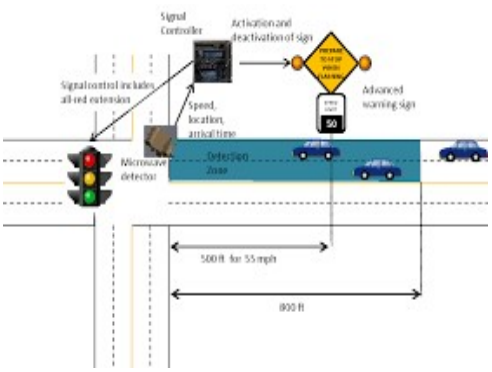




Efficacy: ■■■
Cost: ■■■
Complexity: ■■■
CRF: 70%
Crash Type: ALL
Expected Life: 10 years

Corridors that have a history of crashes involving emergency response vehicles. Signalized intersections where normal traffic operations impede emergency vehicles and where traffic conditions create a potential for conflicts between emergency and nonemergency vehicles. These conflicts could lead to almost any type of crash, due to the potential for erratic manoeuvres of vehicles moving out of the paths of emergency vehicles.

Advanced Dilemma Zone Detections

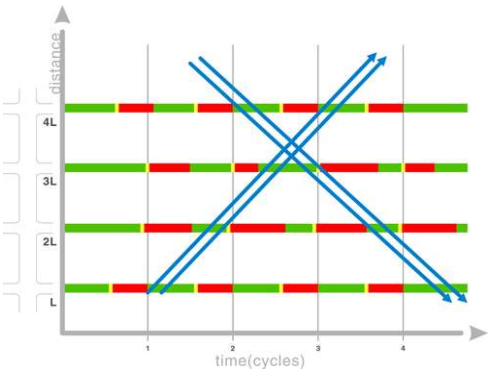




Efficacy: ■■□
Cost: ■■■
Complexity: ■■□
CRF: 30%
Crash Type: ALL
Expected Life: 10 years

Enhances safety at signalized intersections by modifying traffic control signal timing to reduce the number of drivers that may have difficulty deciding whether to stop or proceed during a yellow phase.

Signal Timing and Phasing Improvements

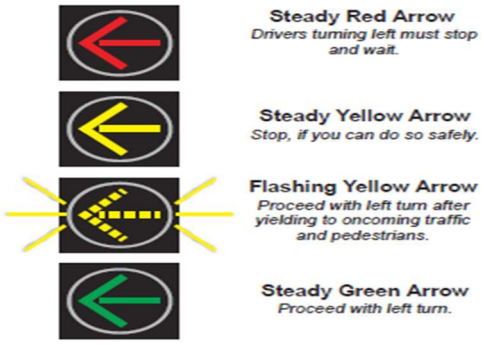




Efficacy: ■■■
Cost: ■■■
Complexity: ■■■
CRF: 20%
Crash Type: ALL
Expected Life: -

Implementing safety-oriented signal modifications, such as extended walk intervals, coordinated signals, optimized timing for bicyclist speeds, or longer all-red times, allows pedestrians, bicyclists, and drivers additional time to clear intersections before conflicting traffic enters from other directions.

Hybrid left turn signal





Efficacy: ■■■
Cost: ■■□
Complexity: ■■□
CRF: 20%
Crash Type: ALL
Expected Life: 20 years

During periods of heavy pedestrian and bicyclist traffic, a left-turn signal employs a Protected-Only pattern exclusively for left turns, while less restrictive left-turn signals are adopted during other times of the day, reducing broadside collisions and conflict points.

Flashing yellow right turn signal





Efficacy: ■□□
Cost: ■■□
Complexity: ■■□
CRF: 20%
Crash Type: ALL
Expected Life: 20 years

Flashing yellow arrow traffic signals feature a flashing yellow arrow and the standard red, yellow, and green arrows. When illuminated, the flashing yellow arrow allows waiting motorists to turn right after yielding to oncoming traffic or pedestrians.

Advanced Stop Bars





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 20%
Crash Type: ALL
Expected Life: -

Places stop bars further upstream to improve pedestrian visibility and reduce encroachment. Enhances yielding behavior at crossings.

Stop-Control Enhancements





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 20%
Crash Type: ALL
Expected Life: -

Upgrades stop signs and associated markings to improve visibility and compliance. Reduces conflicts and improves intersection safety.

Advance Intersection Warning Signs





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 20%
Crash Type: ALL
Expected Life: -

Provides advance notice of upcoming intersections to alert drivers. Improves reaction time and reduces unexpected conflicts.

Rumble Strips





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 20%
Crash Type: ALL
Expected Life: -

Uses textured pavement to alert drivers through sound and vibration. Reduces inattentive driving and run-off-road crashes.



SPEED MANAGEMENT

Vehicle Speed Feedback Sign

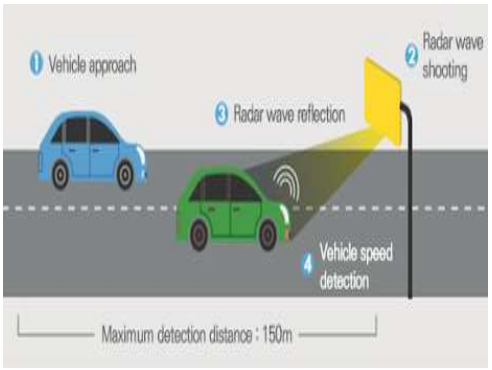




Efficacy: ■■□
Cost: ■■□
Complexity: ■□□
CRF: 30%
Crash Type: ALL
Expected Life: 10 years

Vehicle speed feedback signs use radar to ascertain the speed of the vehicle and provide information through LED signs, improving driver speed compliance while making streets safe.

Automated Speed Enforcement





Efficacy: ■■□
Cost: ■■■
Complexity: ■■■
CRF: 30%
Crash Type: ALL
Expected Life: 10 years

Addresses speeding and red-light running using sensors linked to cameras. Vehicles that enter intersections against red signal lights are detected to show a violation, and vehicle speed and citations are mailed to respective violators.

Reduced Speed School Zone





Efficacy: ■■□
Cost: ■□□
Complexity: ■□□
CRF: 30%
Crash Type: ALL
Expected Life: 10 years

Reduction in speed limits in school zones brings significant safety benefits by reducing vehicular speeds and fatal and injury collisions.

Speed Cushions, Speed Humps, and Speed Tables





Efficacy: ■■■
Cost: ■■□
Complexity: ■■□
CRF: 30%
Crash Type: ALL
Expected Life:10 years

Speed tables are extended and wide speed humps with a flat top that may include a pedestrian crossing. Speed cushions are traffic calming devices that reduce vehicle speeds and can be speed humps or speed tables with wheel cut-outs for large vehicles. They are often used on emergency response routes.

Chokers, Chicanes, bulb-outs, Splitter islands, and roundabouts





Efficacy: ■■□
Cost: ■■■
Complexity: ■■■
CRF: 50%
Crash Type: ALL
Expected Life: 20 years

The use of horizontal deflection devices such as chokers, chicanes, splitter islands, or roundabouts encourages drivers to slow down by introducing an obstacle that drivers must safely and comfortably navigate around while reducing speeding.

Turn Calming Program





Efficacy: ■□□
Cost: ■□□
Complexity: ■□□
CRF: 25%
Crash Type: ALL
Expected Life: 10 years

By implementing hardened centerlines for left turns and slow turn Wards for both left and right turns, the speed of turning vehicles can potentially be reduced, and safe turning practices can be enforced.

Speed Reduction Program





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 15%
Crash Type: ALL
Expected Life: -

Implements policies to systematically reduce speed limits on priority corridors. Enhances safety by lowering crash severity and frequency.



SIGNAGE AND MARKING

Back-plates with Retroreflective Borders





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 15%
Crash Type: NIGHT
Expected Life: 10 years

Enhance traffic signal visibility, conspicuity, and orientation for older and color vision-deficient drivers. They also provide a visible cue for motorists to stop at intersections when dark.

Edge Line





Efficacy: ■■□
Cost: ■■□
Complexity: ■□□
CRF: 25%
Crash Type: ALL
Expected Life: 10 years

Wider edge lines enhance travel lane boundaries' visibility and create the impression of narrower streets, prompting drivers to adopt slower speeds.

Flashing Beacons as Advanced Warning





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: 35%
Crash Type: ALL
Expected Life: 20 years

Intersections with crash patterns could be related to a driver's lack of awareness of approaching intersections or controls at a downstream intersection.

Pedestrian Paddle Signs





Efficacy: ■■□
Cost: ■□□
Complexity: ■□□
CRF: Varies
Crash Type: PED
Expected Life: -

A lane device that indicates to motorists where to yield to pedestrians in the crosswalk.

Parking Restriction at Intersection





Efficacy: ■■■
Cost: ■□□
Complexity: ■□□
CRF: 20%
Crash Type: ALL
Expected Life: 10 years

On-street parking can result in less visibility between motorists and pedestrians, especially for children and is one of the most common factors for midblock pedestrian collisions in residential areas. Restriction of on-street parking close to intersections or in areas with pedestrian activity may improve pedestrian activity and safety.



EDUCATION AND PUBLIC AWARENESS

Educational Campaign





Efficacy: ■□□
Cost: ■■□
Complexity: ■■□
CRF: -
Crash Type: ALL
Expected Life: -

Create and actively implement a branding, promotional, and educational campaign for Vision Zero to enhance knowledge and understanding of its principles. Work with community organizations to distribute materials, spread messages, and organize public events promoting active transportation and transit as responsible choices.

Safe Routes to School Program





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: -
Crash Type: ALL
Expected Life: -

Expand the Safe Routes to School Program to include Vision Zero Training material for students, parents, and teachers.

Rapid Response Safety Communication Protocol





Efficacy: ■■□
Cost: ■□□
Complexity: ■□□
CRF: -
Crash Type: ALL
Expected Life: -

Create a Rapid Response Safety Communication Protocol for Vision Zero. Implement a communication plan that addresses recent severe and fatal collisions, specifically promoting traffic safety and health-conscious behaviors in the Village of Wellington community.

Safe Routes Programs





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: -
Crash Type: ALL
Expected Life: -

To prioritize vulnerable populations, implement additional Safe Routes educational programming, including Safe Routes to Parks, Safe Routes for Seniors, and Safe Routes for People with Disabilities.

Community Partnership





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: -
Crash Type: ALL
Expected Life: -

Partner with the School District to distribute targeted Vision Zero messaging for students and employees.

Vision Zero Training Manual





Efficacy: ■■■
Cost: ■■□
Complexity: ■■□
CRF: -
Crash Type: ALL
Expected Life: -

Develop a Vision Zero training manual and integrate Vision Zero traffic safety awareness and education into training village employees who drive village vehicles or drive while on the village's business.

Share the Road Awareness Program





Efficacy: ■■□
Cost: ■■□
Complexity: ■■□
CRF: -
Crash Type: ALL
Expected Life: -

Create a Share the Road Awareness Program for motorists, bicyclists, and pedestrians that is easily accessible.

Alcohol Use Disorder (AUD) Assessment & Treatment Programs





Efficacy: ■□□
Cost: ■■■
Complexity: ■■■
CRF: -
Crash Type: ALL
Expected Life: -

Long-term, tailored, and specialized treatment programs can serve as an opportunity to assess drinking habits and refer them for brief interventions or specialized treatment.



ENFORCEMENT

High Visibility Enforcement





Efficacy: ■■□
Cost: ■■□
Complexity: ■■■
CRF: -
Crash Type: ALL
Expected Life: -

Direct traffic enforcement efforts to prioritize the most critical high-injury corridors identified in the Village of Wellington Vision Zero Action Plan. Concentrate enforcement activities in areas where engineering and educational initiatives have already been implemented.

Traffic Safety Diversion Program





Efficacy: ■■□
Cost: ■□□
Complexity: ■■□
CRF: -
Crash Type: ALL
Expected Life: -

Design a traffic safety diversion program for bicycle and pedestrian traffic violations to facilitate access to safety courses and programs centred on biking and walking.

Educational Initiatives over Citations





Efficacy: ■□□
Cost: ■■□
Complexity: ■■□
CRF: -
Crash Type: ALL
Expected Life: -

Prioritize educational initiatives while issuing citations during traffic enforcement by actively seeking opportunities to provide educational resources.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.12**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution authorizing execution of a third amendment to the agreement with Terracare Associates for City-wide landscape maintenance, increase the total not-to-exceed amount from $6,600,000 to $9,380,000 and extending the term of the agreement two additional years to May 31, 2028

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the City Manager to execute a third amendment to the agreement with Terracare Associates (Terracare) for City-wide landscape maintenance to increase task rates by Consumer Price Index, add additional tasks, modify the scope to require all handheld landscape equipment be converted to battery powered equipment, increase the total not-to-exceed amount from $6,600,000 to $9,380,000, and extend the term of the agreement two additional years to May 31, 2028.

DECISION TYPE

Administrative

SUMMARY

The Maintenance Division of the Public Works Department utilizes a combination of contract services and City staff to provide landscape maintenance throughout the city. The current agreement with Terracare for city-wide landscape maintenance allows for an increase to rates by Consumer Price Index (CPI) and to extend the term of the agreement with two optional two-year extensions. The proposed amendment will provide the necessary support needed to maintain the landscape areas to the standard desired by the City.

DISCUSSION

The Maintenance Division utilizes Terracare for city-wide landscape maintenance at specified landscape areas for tasks that include the mowing of large turf areas, maintenance of bike and walking paths, assessment districts, and landscape areas along major arterial roadways. The current agreement allows for an increase to rates by CPI and to extend the term of the agreement with two optional two-year

extensions.

On May 24, 2021, City Council authorized the City Manager to execute a general services agreement with Terracare in the amount of $2,934,000 to provide City-wide landscape maintenance.

On May 9, 2022, City Council authorized the City Manager to execute a first amendment to the agreement with Terracare to increase total not-to-exceed compensation to $3,900,000 for additional landscape services of twenty-three landscape maintenance districts and maintenance service within the downtown maintenance district.

On June 12, 2024, City Council authorized the City Manager to execute a second amendment to the agreement with Terracare to incorporate additional maintenance services into the scope of the agreement, increase the total compensation of the not-to-exceed amount to$6,600,000, and extend the term of the agreement to May 31, 2026.

The third amendment adds to the scope of work which includes weekly landscape services for four new locations. The additional expense of contracting landscape services in these areas is $25,000 annually. The scope is updated to include a requirement for all handheld landscape equipment to be converted to battery powered equipment by July 1, 2027. The City will reimburse up to $33,000 of the initial cost of the purchase of the battery powered handheld equipment. The updated not-to-exceed amount including the cost of maintaining the additional areas, the battery powered handheld equipment, and the current agreement amount will be $9,380,000 for the term ending May 31, 2028.

FISCAL AND ADMINISTRATIVE IMPACTS

The funding is currently budgeted in the Landscape Maintenance Section and the Landscape Maintenance Districts FY 2026-27 General Fund budgets and will be included in future budget years as well.

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 - Third Amendment to 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 AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THE AGREEMENT WITH TERRACARE ASSOCIATES, LLC FOR CITY-WIDE LANDSCAPE MAINTENANCE SERVICES TO INCREASE THE NOT-TO-EXCEED AMOUNT FROM $6,600,000 TO $9,380,000 AND EXTEND THE TERM FOR TWO YEARS

The Maintenance Division of the Public Works Department is responsible for maintaining landscape areas throughout the City of Livermore. To provide these services, the Public Works Department requires the assistance of contract service providers.

On May 24, 2021, and after a full bidding process, the City Council adopted Resolution No. 2021-066 authorizing the City Manager to execute an agreement with Terracare Associates, LLC ("Contractor") for landscape maintenance services in an amount not-to-exceed $2,934,000 and for a term of three-years, with the option to extend the term for two additional two-year periods. On May 25, 2021, the City Manager executed the agreement.

On May 9, 2022, the City Council adopted Resolution No. 2022-067 authorizing the City Manager to execute a first amendment to the agreement with Contractor to increase the not-to-exceed amount by $966,000 for a total not-to-exceed amount of $3,900,000, and to incorporate additional maintenance services into the scope of the agreement. The City Manager executed the first amendment on May 10, 2022.

On June 10, 2024, the City Council adopted Resolution No. 2024-085 authorizing the City Manager to execute a second amendment to the agreement with Contractor to incorporate additional maintenance services into the scope of the agreement, increase the not-to-exceed amount by $2,700,000 for a total not-to-exceed amount of $6,600,000, and extend the term of the agreement through May 31, 2026. The City Manager executed the second amendment on June 12, 2024.

The Public Works Department requires additional assistance from Contractor to provide landscape maintenance services throughout the City. As a result, the City desires to enter into a third amendment to the agreement with Contractor to: (1) replace Exhibit A-2 with Exhibit A-3, which increases the task rates by the Consumer Price Index, adds additional maintenance tasks, and requires all handheld landscape equipment be converted to battery powered equipment; (2) increase the not-to-exceed amount by $2,780,000 for a total not-to-exceed amount of $9,380,000; and (3) extend the term of the agreement through May 31, 2028, utilizing the last of the two additional two-year extension periods.

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

1. Authorizes the City Manager, or her designee, to execute a third amendment to the general services agreement with Terracare Associates, LLC, attached hereto as Exhibit A, to: (1) replace Exhibit A-2 with Exhibit A-3, which increases the task rates by the Consumer Price Index, adds additional maintenance tasks, and requires all handheld landscape equipment be converted to battery powered equipment; (2) increase the not-to-exceed amount by $2,780,000 for a total not-to-exceed amount of $9,380,000; and (3) extend the term of the agreement through May 31, 2028, utilizing the last of the two additional two-year extension periods.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

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

Exhibit A – Third Amendment to the Agreement with Terracare Associates, LLC

Docusign Envelope ID: F6681381-289D-81E2-801F-F44BB01F60B4

THIRD AMENDMENT TO AGREEMENT FOR SERVICES

THIS THIRD AMENDMENT is made and entered into this ____ day of _____, 2026, by and between the City of Livermore ("City"), a municipal corporation, and Terracare Associates, LLC ("Contractor"), a Colorado limited liability company.

RECITALS

On May 25, 2021, City and Contractor entered into an agreement for Contractor to provide city-wide landscape maintenance services to City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On May 10, 2022, City and Contractor executed a First Amendment to the Original Agreement to increase the not-to-exceed amount and update Exhibit A-1 to add additional services to the scope of work. On June 12, 2024, City and Contractor executed a Second Amendment to the Original Agreement to increase the not-to-exceed amount, replace Exhibit A-1 with Exhibit A-2, and extend the term of the Agreement for the first of two, two-year extension terms.

City and Contractor now desire to amend the Original Agreement to: (a) replace Exhibit A-2 with Exhibit A-3; (b) increase the not-to-exceed amount; and (c) extend the term of the Agreement for the second of two, two-year extension terms. This is the THIRD amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 3 of the Original Agreement is amended to read as follows:

      Description of Services. Contractor shall provide city-wide landscape maintenance services as more particularly set forth in Exhibit "A-3" (collectively "the Services").

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

      The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of $9,380,000 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A-3" to the Third Amendment up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all

costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services

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

Term. The term of this Agreement commences on June 1, 2021, and terminates upon the completion of the Services or May 31, 2028, whichever comes first.

2. These amendments are prospective and only apply to the Services rendered by Contractor 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.

EXHIBIT A

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

CONTRACTOR: **Dated:**

Signed by:
Brian Helgoe
D85206EF0D55445...

4/28/2026 | 3:13 PM PDT

Brian Helgoe
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

Attachments:
Exhibit A-3 - Scope of Work

GENERAL REQUIREMENTS

All planted areas shall receive routine maintenance necessary to maintain plants in a healthy and safe habit. Maintenance activities should promote plants to grow in their natural shape and form of the particular plant species.

Unless otherwise agreed upon, all maintenance activities are expected to be performed on a routine basis in accordance with this scope of work. It is the Contractor's responsibility to ensure that sufficient resources are committed to achieve all of the maintenance objectives.

After each maintenance service, all areas must be free of litter and debris (dead plant materials, downed limbs, rocks, dirt, glass, rubbish, and trash) at all times. Litter shall not be allowed to remain on the site and shall be removed during each maintenance cycle.

Contractor shall ensure that Contractor's employees are knowledgeable of the City's landscape maintenance specifications and all maintenance activities are performed consistently with the specifications.

All equipment and transportation are assumed to originate with Contractor within the City of Livermore. Therefore, the cost of such is contained by the contract. Any exceptions must be approved by the City in writing prior to commencement of any work where extraordinary situations require the use of cranes, rock digging wheels, tractors, or other major equipment and operators.

If any herbicides, insecticides, rodenticides, fertilizers, and other chemical materials are used as part of the maintenance program, they are subject to approval of the City prior to performing any application at any of the sites maintained by the Contractor. A copy of the Monthly County Agricultural and Pesticide Use Report indicating all chemical applications performed by Contractor shall be included with Contractor's monthly billing sent to the City.

Repairs to landscaped areas caused by vandalism, automobile accidents and natural events not due to Contractor's negligence shall be conducted on an as-needed basis and approved by the City. Contractor shall notify the City when conditions require repair and/or replacement. Repairs shall only be performed upon written authorization from the City.

Contractor shall convert all handheld power landscape equipment used to perform the Services to battery powered handheld landscape equipment by July 1, 2027. Handheld equipment shall include: backpack and handheld blowers, chainsaws, string trimmers, stick edgers, and hedge trimmers and supporting equipment including chargers and additional battery packs. Contractor must purchase a minimum of $41,250 of battery powered handheld equipment (the “Initial Purchase”) within 30 days of the date the Third Amendment to the Original Agreement is fully executed. All other battery powered handheld equipment must be purchased and received by Contractor on or before July 1, 2027 (the “Subsequent Purchase”). If there are factors that prevent Contractor from receiving its Initial Purchase within 30 days of the execution of this Third Amendment, Contractor shall provide written documentation to the Project Manager of any delays as soon as possible.

The City shall reimburse Contractor 40% of the total documented costs of the battery powered handheld landscape equipment Contractor purchases in connection with this Agreement, which said reimbursement obligation shall not exceed a total sum of $33,000. (This total sum is included in, and forms part of, the not-to-exceed amount specified in Section 5(a) of the Agreement.) The City shall, within 30 days of the date Contractor submits to the City documentation of its Initial Purchase, reimburse Contractor up to $16,500 of the initial, documented cost of the battery powered handheld equipment purchased by Contractor in connection with this Agreement. The City shall reimburse Contractor up to an additional $16,500 for costs to purchase the remaining battery powered handheld equipment within 30 days of the date Contractor submits documentation of its Subsequent Purchase to the City.

IRRIGATION MAINTENANCE

All irrigation shall be controlled, scheduled, and operated only by the City unless otherwise specified in writing by the City. Contractor has no direct responsibility for irrigation activities other than the repair of damages caused by its own activities.

Accidental damage to the irrigation system or malfunctions should be reported to the City immediately and repaired by the end of the workday. Repairs not completed in a timely manner may be completed by the City. The cost of completing the repairs will be charged to Contractor. Contractor is encouraged to make suggestions and recommendations to the City concerning needed changes or improvements to the operation of the irrigation system.

PESTS, DISEASE AND WEED CONTROL

Landscaped areas are to be generally maintained to be free of diseases, insects, weeds, and other pests detrimental to plant growth. City staff will treat all landscape areas for pest and disease infestations or direct Contractor to complete the work in writing as extra work. Contractor is responsible for reporting any pest or disease infestations observed during routine maintenance operations.

Contractor is responsible for controlling weed growth and removing weeds as part of the routine maintenance program performed by Contractor. Areas planted with "natural grasses" shall be maintained in a rustic and natural condition. Once the grasses have completely developed seed heads, the areas are to be "dead headed". The timing of this operation should be coordinated with the City's Project Manager. Grasses are to be cut mechanically annually to a height of approximately six (6) inches. Grasses shall be mechanically trimmed.

Weed growth in open space areas, and other areas designated by the City, are to be mowed and conform to weed abatement requirements of the Livermore/Pleasanton Fire Department regulations. Generally, the areas are to be mowed once in May , and weed growth must be abated by the 1st of June

TURF MAINTENANCE

Turf areas are important aesthetic components of the ornamental landscape and require regularly scheduled care. A uniform and consistent green appearance that is

predominantly free of weeds must be maintained at all times.

MOWING OPERATIONS

Mowing, walking, or using any equipment on turf areas when frost is present is prohibited.

Mowing of any turf areas that are saturated with water or if standing water is present is prohibited. Damage to turf areas caused by Contractor's negligence when wet conditions are present will be repaired by the Contractor solely at the expense of the Contractor.

Mowing equipment shall be properly maintained at all times. Mower blades shall be kept sharp so that the turf is cut cleanly and not shredded or torn.

Prior to commencing any mowing activities, all paper, litter and debris shall be removed from the site and disposed of properly.

All mowing operations shall be completed in such a manner as to prevent damage to turf, trees, shrubs, groundcovers, structures, irrigation systems, site fixtures, appurtenances, and vehicles. Contractor is responsible for repairing any damages caused while completing any turf maintenance operations.

The mowing of lawn areas is to be performed twice a month, from the 1st of December through the last day in February, and on a weekly basis from the 1st of March through the last week in November, unless otherwise specified in writing by the City.

If a "mulching" mower is not used, then all mowed clippings shall be removed from the site the same day. If a mulching mower is used, all accumulated clippings shall be dispersed and not allowed to remain on the site overnight and must be dispersed by the end of the work day. During the fall season, if a mulching mower is used, leaves may be removed from turf areas prior to mowing or removed after the mowing operation. The turf area shall have a clean appearance following each mowing operation with no visible signs of clippings or mulched leaves.

Special consideration is to be given to pedestrians and vehicular traffic in the area while mowing. Contractor shall avoid creating a nuisance from noise, dust, and/or debris.

Generally all turf mowing is to be at a height of two and one-half (2 ½) inches. It is desirable to not remove more than one-third (1/3) of the grass blade per each mowing operation.

Riding mowers are not permitted in turf areas that are not conducive to the type and size of the equipment being used. Large riding mowers will not be permitted in narrow turf areas, in turf areas heavily planted with trees or on soft wet turf areas.

The mowing pattern shall be altered from the direction of the previous mowing whenever possible.

Line Trimming and Blade Edging

Line trimming or blade edging shall be performed in a manner that does not scalp the turf, and provides a neat, uniform and straight edge. The height of the grass blades shall be

approximately to the same height as the turf following a mowing operation. All clippings shall be removed from the turf surface following each operation.

The base of trees, plants, and site features (light fixtures, statues, railings, etc.) are to be protected or shielded, as necessary, to prevent damaging the trees, plants or site feature. It is not acceptable to leave any visible residue of grass trimmings on buildings, structures sidewalks, curbs or other areas following a line trimming operation. Contractor is responsible for cleaning and removing any residue after each trimming operation. Contractor shall repair or replace any damages to any site feature caused by the Contractor's operations or negligence solely at the expense of the Contractor.

Removal of Clippings

Visible clumps of clippings can cause damage to the turf and must be dispersed or removed, in a manner acceptable to the City, from the site following each mowing operation by the end of the work day and not allowed to be on the site overnight.

TURF EDGING OPERATIONS

All turf borders shall be regularly edged unless otherwise approved by the City. Upon completion of the edging operation, the turf edge shall be a minimum of 3/8", but not more than 5/8" back from the edge of the paved walkway. All debris shall be removed from turf and pavement upon completion of an edging operation. To ensure a uniform appearance, the entire site shall be edged in one operation.

Edging shall be performed with every mowing in March through the last day in November and every other mowing operation in December through February, or as determined by the City.

Special consideration shall be given to the safety of pedestrians and vehicular traffic in the area while edging.

When straight lines are required, a string line shall be used as a guide. A clean edge no more than two (2) inches in depth shall be maintained.

GROUND COVER EDGING AND TRIMMING OPERATIONS

All ground cover plantings, including red fescue areas, shall be trimmed or removed away from hard surfaces, header boards, shrubs, trees, site furnishings and appurtenances, and utility boxes/structures. Ground cover plantings shall be trimmed in a manner that allows trees, shrubs and other plants to grow in a healthy and vigorous manner. Generally, there shall be clearance of at least twelve (12) inches from the base of a tree and sufficient spacing to allow other plant material to grow vigorously. Ground cover should not be maintained in a manner that allows the plant to grow or climb into shrubs, trees, fences or other areas, unless approved by the City. Ground cover shall not be allowed

to mature in height and shall be "headed back" routinely in order to maintain the intended look of the landscaped area.

Ground cover plantings shall be trimmed routinely to maintain a uniform and consistent appearance. Ground cover plantings shall not be allowed to grow onto paved areas or extend over the curb. Ground cover plantings shall be trimmed and edged around irrigation heads to allow uniform irrigation coverage.

Deciduous ground cover plantings and red fescue shall be trimmed annually.

SHRUB AND TREE PRUNING

Pruning operations shall promote the desired appearance, natural shape of the plant species and enhance the health of the plant material whenever possible. Note that pruning functions for a manicured area will be different than those for a naturalistic landscape. Also, individual plants or groups of plants within a site may be intended to appear differently. The intent of this specification is not to promote Contractor to complete any tree maintenance work. The contractor is encouraged to confer with the City's representative whenever there is a question about how pruning activities should be completed.

All pruning shall comply with established pruning practices and current International Society of Arboriculture (ISA) standards. Non-compliance with the instructions as set forth by the City or the current ISA standards may result in additional inspections and fees that shall be charged to Contractor.

Any debris generated during pruning operations shall be disposed by Contractor at the end of the day, each day any pruning is completed.

Shrubs

Contractor shall provide a complete and properly managed shrub pruning program. Although shearing may be necessary, it is to be completed only if approved by the City. When planted in masses, shrubs shall be allowed to grow together in order to completely fill in the planting area.

Plants should not be sheared into formal shapes either "squared", "gumdrop" or "gumball" shapes. Shearing shall only be done to maintain a neat, uniform appearance and to keep shrubs growing within intended spaces.

If the plants are improperly sheared, Contractor shall provide selective hand pruning to regenerate new plant parts, eliminate dense plant crowns, and encourage the development of more balanced plant growth.

Trees

Trees shall be pruned to provide ten (10) feet of clearance over sidewalks and walkways and twelve (12) feet over streets and curbs. All pruning shall conform to current ISA standards. Any tree pruning other than the occasional sidewalk and walkway clearance shall be considered Extra Work (defined hereafter).

Contractor is responsible for routinely trimming any "suckers", "water sprouts", or damaged, diseased, or dead tree branches up to a height of eight (8) feet, during routine maintenance cycles.

GENERAL MAINTENANCE REQUIREMENTS

Contractor shall provide a general clean-up of all areas in conformance with the service levels proposed by Contractor in the proposal submitted to the City, the services levels identified in this exhibit, and any future service levels established in subsequent amendments to the Original Agreement.

Contractor shall adhere to the weekly work schedule submitted to the City designating the locations where work will be performed and the activities that will be completed.

Some areas will require specific and unique maintenance due to the nature of the area and the intention of the design and installation. The maintenance activities for these areas should be modified to obtain the desired results. Contractor must confirm these requirements with the City and adjust or modify maintenance activities to achieve the desired results.

Trash and Debris Removal

Contractor shall provide for regular pick-up and disposal of debris such as litter, grass clippings, leaves, branches, and dead plant materials. Method of cleaning shall be by hand, use of rakes, and where appropriate, aided by battery powered blower units. Particular attention shall be given to turf areas, shrub and flower beds, fence lines, parking lots, and walkways. This operation shall be completed during every site visit.

Contractor is responsible for removal of debris accumulated over the winter from all shrub beds, turf areas, groundcover beds, gravel beds, and flower beds. Contractor is required to remove all leaf and litter debris that accumulates on the turf and in all shrub, groundcover, and flower beds. All collected litter and debris, as defined in the General Requirements section, shall be disposed following the City's refuse collection guidelines and any municipal, county, or state codes that apply.

Clean-Up of Walks and Curb Lines

Contractor shall remove all debris that accumulates in and along all walkways, curb lines, gutters and continuous roadways. Method of cleaning may be by hand or vacuum. All debris shall be disposed of properly by Contractor.

Bike Paths and Trails

Bike paths and trails are to be serviced regularly. Trash and leaves shall be removed during each servicing. Areas are to be generally weed free and debris should be removed from the paths regularly. Servicing shall occur not less than quarterly per year. Decomposed granite paths should be leveled and pothole free. Animal waste shall be removed from pathways as needed.

EXTRA WORK

Extra Work is defined as any additional tasks for landscape maintenance related to services listed in this scope, which are requested in writing by the Project Manager. Extra Work must be authorized by the City and shall be shown as a separate item on the invoice submitted to the City. The invoice for Extra Work shall show the exact location of the work, such as including the name of the landscape maintenance area. The invoice shall include the materials used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this Extra Work. If labor is allowed, travel time will not be counted. Billings for repairs of site furnishings, irrigation systems, vandalism or other approved work must be clearly marked as such and subtotaled separately from other items on the invoice submitted to the City.

LANDSCAPE SERVICE FREQUENCY GUIDE

A Service - Weekly - All areas will be serviced at an A level service when available

- To be kept weed free
- To be kept free of litter
- Landscape plantings to be kept in neat and clean appearance at all-times
- Trash cans to be dumped weekly
- Sidewalks / Trails to be cleaned and free of encroaching trees and shrubs
- Trees are to be maintained to a height of 10 feet over sidewalks and 12 feet over roadways.
- Turf mowed weekly
- Turf to be edged every week
- Sprinkler heads to be trimmed around twice a month

B Service - Twice a month

- Weeds not to exceed more than four (4) inches in landscape
- Litter to be removed at each service
- Shrubs trimmed so that there is no more than six (6) inches of growth
- Trees to have suckers removed and trees maintained to a height of 10 feet over sidewalks and 12 feet over roadways
- Turf to be mowed twice a month
- Turf to be edged every other service
- Sprinkler heads to be trimmed around every service

- Trash cans to be serviced twice a month

C Service - Monthly

- Weeds not to exceed more than six (6) inches in landscape
- Litter to be removed at each service
- Shrubs to be trimmed quarterly
- Trees to have suckers removed and trees maintained to a height of 10 feet over sidewalks and 12 feet over roadways
- Turf to be mowed monthly
- Turf to be edged monthly
- Sprinkler heads to be trimmed around every service
- Trash cans to be serviced monthly

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Livermore 3rd Amendment Additional Areas			
Terracare Associates - Pricing Schedule			
	Weekly	**Twice a Month**	**Monthly**
LOCATION	**(A Service)**	**(B Service)**	**(C Service)**
CFD Arroyo Crossings	$ 720.00	$ 615.00	$ 540.00
L St Parking and Breezeway	$ 1,008.00	$ 860.00	$ 760.00
M-Triad Medians	$ 168.00	$ 142.00	$ 125.00
Railroad Ave Medians	$ 192.00	$ 164.00	$ 144.00
Third Amendment MONTHLY Price Total	**$ 2,088.00**	**$ 1,781.00**	**$ 1,569.00**
Third Amendment ANNUAL Price Total	**$ 25,056.00**	**$ 21,372.00**	**$ 18,828.00**

EXHIBIT A

EXHIBIT A-3

Terracare Associates - Pricing Schedule			
	Weekly	Twice a Month	Monthly
LOCATION	(A Service)	(B Service)	(C Service)
Alden Lane Estates	$ 281.96	$ 239.67	$ 211.47
Altamont Creek I	$ 166.51	$ 141.53	$ 124.88
Altamont Creek II	$ 1,065.29	$ 905.49	$ 798.96
Arroyo Crossings	$ 1,734.22	$ 1,474.08	$ 1,300.66
California Promenade	$ 641.54	$ 545.31	$ 481.16
Creekside	$ 357.93	$ 304.24	$ 268.45
Kristopher Ranch	$ 1,683.38	$ 1,446.24	$ 1,276.10
Ladera Estates	$ 1,312.97	$ 1,116.03	$ 984.73
Larry's Place	$ 205.82	$ 175.22	$ 154.10
Maralisa I	$ 525.70	$ 446.84	$ 394.27
Maralisa II	$ 577.51	$ 490.89	$ 433.13
Parkside	$ 278.07	$ 236.36	$ 208.56
Ponderosa Legacy	$ 1,845.50	$ 1,568.67	$ 1,384.12
Portola Glen	$ 2,614.77	$ 2,222.55	$ 1,961.08
Ridgecrest	$ 550.68	$ 468.08	$ 413.01
Scenic Meadows	$ 121.14	$ 102.97	$ 90.86
Scenic Seven Hills	$ 369.43	$ 314.54	$ 277.60
Sevillano	$ 1,307.95	$ 1,111.76	$ 980.96
The Bluffs	$ 719.24	$ 611.35	$ 539.43
The Grove	$ 3,249.51	$ 2,762.08	$ 2,437.13
The Meadows	$ 183.50	$ 155.98	$ 137.63
Vineyard Gates I	$ 1,246.17	$ 1,059.25	$ 934.62
Vineyard Gates II	$ 283.04	$ 240.58	$ 212.28
Downtown with Weekend Service	$ 17,584.35	$ 17,584.35	$ 17,584.35
Additional Areas MONTHLY Price Total	**$ 38,906.18**	**$ 35,724.07**	**$ 33,589.55**
Additional Areas ANNUAL Price Total	**$ 466,874.15**	**$ 428,688.88**	**$ 403,074.56**

EXHIBIT A

EXHIBIT A-3

Terracare Associates - Pricing Schedule						
LMD #	LMD	NAME	Square Footage approx.	Weekly	Twice a Month	Monthly
				A Service	B Service	C Service
L6	Monticello, Tract 900845 along Murrieta Blvd 1/3	Monticello	15,076	$ 493.47	$ 382.44	$ 222.06
L8	Tapestry, Tract 6168; 900646 along Concannon	Tapestry	153,900	$ 2,216.58	$ 1,717.85	$ 997.46
L15	Tract 5866 & 6416; 900642 along Concannon 3/4	Sandhurst	38,025	$ 321.57	$ 249.22	$ 144.71
L16	Jack London Place, 900775 on Jack London	Jack London Place	9,150	$ 148.20	$ 114.86	$ 66.70
L38	Tract 7087; 900727 along Concannon 2/3	Prima	35,665	$ 302.00	$ 234.06	$ 135.91
L2	Stratford Park: 900851 Patterson Pass @ Vasco 3/4	Stratford Park	231,155	$ 3,744.12	$ 2,901.70	$ 1,684.85
L39	Dunsmuir, Tract 900728 East Ave to Vasco Rd along Charlotte Way	Dunsmuir		$ 6,426.91	$ 4,980.85	$ 2,892.10
L44	Tract 7189; 900740 Mines @Patterson Pass	Legacy Collection	98,075	$ 188.89	$ 146.40	$ 85.00
L47	Birchwood Park, 900744 East Ave @ Vasco	Birchwood Park	57,675	$ 235.26	$ 182.33	$ 105.87
L53	Creekside Villas, 900905 Vasco @ Forget Me Not Comm	Forget Me Not	14,874	$ 113.11	$ 87.66	$ 50.90
L54	Scenic Seven Hills, 900906 Vasco @ Scenic E side1/4	Scenic Seven Hills	7,500	$ 61.08	$ 47.34	$ 27.49
L61	Scenic Links; 900782	Scenic Links	9,680	$ 141.39	$ 109.57	$ 63.63
L67	Altamar; LL-807 900757 Vasco @ Garaventa 3/4	Altamar	20,320	$ 316.71	$ 245.45	$ 142.52
L69	Sonterra; 900755 Vasco Rd	Sonterra	19,559	$ 206.99	$ 160.42	$ 93.15
L74	Park Lane; 900730 Vasco @ Scenic W side	Park Lane		$ 440.79	$ 341.62	$ 198.36
L75	Orchid Place Vasco @ Bike path W side	Orchid Place		$ 252.24	$ 195.48	$ 113.51
L76	Dover Vasco @ Scenic E side	Dover		$ 263.29	$ 204.04	$ 118.48
L78	East Vasco Landscape along east side of Vasco Road from East Ave to Patterson Pass	Vasco East LLNL	160,000	$ 2,555.15	$ 1,980.25	$ 1,149.82

EXHIBIT A

EXHIBIT A-3

LMD #	LMD	NAME	Square Footage approx.	Weekly	Twice a Month	Monthly
				A Service	B Service	C Service
L79	Medians on First Street from O street to S Street	First Street		$ 316.71	$ 245.45	$ 142.52
L80	West side of Vasco Rd from 100' South of Forget Me Knot extending South 315'	Magnolia Place		$ 175.32	$ 135.88	$ 78.90
L81	South side of East Avenue from 350' west of Vasco wrapping onto Vasco and continuing 525' south along Vasco Rd	The Vines		$ 472.87	$ 366.47	$ 212.79
L82	South side of Concannon from Murdell Ave going 740' west	Alden Estates		$ 330.28	$ 255.97	$ 148.63
LMD MONTHLY Price Total				**$ 19,722.93**	**$ 15,285.30**	**$ 8,875.34**
LMD ANNUAL Price Total				**$ 236,675.20**	**$ 183,423.55**	**$ 106,504.06**

EXHIBIT A

EXHIBIT A-3

Terracare Associates - Pricing Schedule					
Park #	CITY PARKS	NAMES	Square Footage approx.	Weekly	Twice a Month
				A Service	B Service
P1	Park at Arroyo Rd from Cartier to Creek	P-Arroyo	21,780	$ 355.05	$ 275.00
P2	Park at Railroad Av and S Street 9009169	DT-Bricky	9,630	$ 321.22	$ 248.95
P3	Park at Holmes and Fourth Street	P-Centen	26,136	$ 373.26	$ 289.27
P4	Park at Junction and Ladd	P-Dolan	25,560	$ 339.33	$ 262.98
P5	Park at East Ave. and McLeod N & S sides	P-East	36,560	$ 261.01	$ 200.00
P6	Park at Fifth and Livermore	P-Fifth	4,300	$ 168.53	$ 130.61
P7	Park At First and S. Street 9009169 Turf and Landscape at Park and two triangles	DT- Hansen	13,068	$ 303.13	$ 234.93
P8	Park at Crater Rd from Tahoe Dr to Superior Dr	P-Crater	23,272	$ 347.47	$ 268.00
P9	Park At First and Livermore Ave 9009164	DT- Lizzie-Mills-Flag	13,368	$ 384.00	$ 295.00
P10	Park at LVC Plaza 9009165	DT- Plaza		$ 384.00	$ 295.00
P11	Park at Carnegie J St and K St on Third	DT- Carnegie		$ 430.94	$ 333.99
P12	Park at Madeira and School St.	P-Madeira	21,780	$ 302.00	$ 234.05
P13	Park at Napa Ct.	P-Napa	1,356	$ 150.43	$ 116.58
P14	Park at Livermore and Portola	P-Portol	130,256	$ 927.50	$ 718.81
P15	Park on Ruttan Ave W/E sides	P-Ruttan	27,840	$ 248.85	$ 192.85
P17	Park on Findlay Way (Horse trails)	P-Quazal	14,560	$ 264.67	$ 205.12
P18	Park at Pacific Ave at the Barn	P-Barn		$ 299.68	$ 232.25
P19	Park at Community Services Center on Pacific	P-Comsvs		$ 486.37	$ 376.93
P20	Park at 1188 S. Livermore Ave	P-Cvc Librar (New)		$ 1,116.39	$ 865.20
P21	Park at S. Livermore Av and Pacific Ave City Hall	P-CVCCTR		$ 1,344.88	$ 1,042.29
P22	Park at S Livermore and Pacific	P-Librar		$ 576.86	$ 447.06
P23	Park at Police Building	P-Police		$ 1,187.65	$ 920.43
P24	P-Desiree	Desiree Mine Park	5000	$ 242.08	$ 187.62
P25	Landscaping along Terminal Circle and Airport Admin Buildings	P-Terminal Circle		$ 932.60	$ 722.76
P26	P - Sister City wase side of Airway Blvd from Clubhouse Dr. to 100' east of Terminal Circle	P-Sister City		$ 902.62	$ 699.53
P27	P - Water Treatment Plant Jack London at Isabel	P-Treatment Plant		$ 588.17	$ 455.83
P28	P-Hagemann Farm 455 Olivina Ave. Landscape surrounding house	P-Hagemann		$ 460.20	$ 356.66
	City Parks MONTHLY Price Total			**$ 13,698.92**	**$ 10,607.71**
	City Parks ANNUAL Price Total			**$ 164,387.01**	**$ 127,292.55**

EXHIBIT A

EXHIBIT A-3

Terracare Associates - Pricing Schedule				
W #	**CITY WALK PATHS**	**JANUARY & JUNE**	**Square Footage approx.**	**TWO TIMES PER YEAR**
W1	Walk Path at Concannon Blvd.	W-concan	1,905	$ 237.49
W2	Walk Path at Crane Ave.	W-crane	1,905	$ 237.49
W3	Walk Path at Creek Rd. II	W-creek2	1,905	$ 237.49
W4	Walk Path at Hagemann	W-hagemn	1,905	$ 237.49
W5	Walk Path at Kelly St. I	W-kelly1	1,905	$ 237.49
W6	Walk Path at Kelly St. II	W-kelly 2	1,905	$ 237.49
W7	Walk Path at Murdell Ln	W-murdel	1,905	$ 237.49
W8	Walk Path at Olivina	W-olvn	1,905	$ 237.49
W9	Walk Path at Tanenger I	W-tanger	1,905	$ 237.49
W10	Walk Path at Tanenger II	W-tanger2	1,905	$ 237.49
W11	Walk Path at Wagoner Dr.	W-wagon	1,905	$ 237.49
W12	Walk Path at Wall St.	W-wall st	1,905	$ 237.49
W13	Walk Path at Yosemite	W-yosemi	1,905	$ 237.49
W14	Walk Path at Oakmont Cr.	W-oakmon	1,905	$ 237.49
W15	Walk Path at Singing Hills Ave.	W-singin	1,905	$ 237.49
W16	Walk Path at Idlewild	W-idlew	1,905	$ 237.49
W17	Walk Path at Loyola Way	W-loyola	1,905	$ 237.49
W18	Walk Path Singing Hill	W Sing	1,905	$ 237.49
W19	Walk Path Charlottte Way	W charlotte	1,905	$ 237.49
W20	Walk Path at Crestmont	w-crestm	1,905	$ 237.49
W21	Walk Path at Creek Rd. I	W-creek	1,905	$ 237.49
W22	Walk Path at Cromwell	W-cromwl	1,905	$ 237.49
W23	Walk Path at El Dorado	W-eldora	1,905	$ 237.49
W24	Walk Path at Falcon	W-falcon	1,905	$ 237.49
W25	Walk Path at Farnsworth	W-farnsw	1,905	$ 237.49
W26	Walk Path along Olivina at Old Horse Ranch (Hoofprints on the Heart)	W-Olivina II	9,700	$ 565.75
	City Walk Paths ANNUAL Price Total			**$ 6,503.01**

EXHIBIT A

EXHIBIT A-3

Terracare Associates - Pricing Schedule			
CITY BIKE PATHS		**Square Footage approx.**	**FOUR TIMES PER YEAR**
Bike path from approximately 700 feet north of RR crossing bridge at Murrieta to Arroyo Rd on south side of creek & from approximately 500 feet west of S. Livermore Ave to Hillcrest Ave Wetmore to Hillcrest Ave	B- Arroyo	310,070	$ 1,696.00
Bike path from Wetmore to Marina E side of street	B- Arroyo II	109,070	$ 4,071.96
Bike path behind Paseo Laguna along back to Las Positas Ct.	B- Lposit	126,000	$ 4,354.75
Bike path from Heather to Springtown	B-Spring	250,000	$ 8,729.34
Bike Paths ANNUAL Price Total			**$ 18,852.04**

EXHIBIT A

EXHIBIT A-3

Terracare Associates - Pricing Schedule						
M #	CITY BLT & MEDIANS	City BLT & Medians		Weekly	Twice a Month	Monthly
			Square Footage approx.	A Service	B Service	C Service
M1	M-Airport	Airport hangar grounds	114,389	$697.89	$540.87	$314.05
M2	M-Albert Way	Albert @ Murdell	3,000	$57.68	$44.71	$25.96
M3	M- Arroyo	Arroyo Rd Cartier to Wetmore	182,950	$1,248.73	$967.77	$552.43
M4	M-College	Landscape on College at Fourth street	15,000	$306.53	$237.56	$137.93
M5	M-Collier Canyo	Medians on Collier Canyon	24,056	$231.87	$179.70	$104.35
M6	M-Concannon	Medians & BLT on Concannon BLVD	99,246	$1,640.10	$1,271.07	$738.05
M7	M-Cordoba	BLT on Desconsado and Cordoba	400	$23.76	$18.41	$10.69
M8	M-E.Airway	BLT along Airway Blvd.	11,500	$208.12	$161.29	$93.66
M9	M-Elaine	Medians on Elaine	200	$16.97	$13.15	$7.64
M10	M-El Caminito	BLT on El Caminito	1,100	$17.30	$13.41	$7.78
M11	M-El Dorado	BLT at end of El Dorado Ct.	400	$23.76	$18.41	$10.69
M12	M-El Padro	BLT at El Padro.	800	$67.86	$52.60	$30.54
M13	M-Epson	Medians on Epson at Concannon	150	$29.41	$22.79	$13.24
M14	M- First	Medians & Overpass on First St. City maintained only 580 / Old First)	54,540	$442.26	$342.76	$199.02
M15	M-Holmes	Medians & BLT on Holmes St. City maintained only (First St to Wetmore)	150,060	$830.22	$643.42	$373.60
M16	M-Jack London	Medians & BLT on Jack London	20,810	$269.21	$208.63	$121.14

EXHIBIT A

EXHIBIT A-3

M #	CITY BLT & MEDIANS	City BLT & Medians		Weekly	Twice a Month	Monthly
			Square Footage approx.	A Service	B Service	C Service
M18	M-Old First trian	BLT at First St and Old First (2 triangles)	26,000	$131.21	$101.69	$59.05
M19	M-Kitty Hawk	Medians at Airway Blvd &580	31,500	$289.56	$224.41	$130.30
M20	M-Murdell	BLT on Murdell	3,000	$76.92	$59.62	$34.61
M21	M-Murrieta	Medians & BLT on Murrieta Bld.	174,730	$1,894.59	$1,468.31	$852.57
M22	M-Neptune	Median On Neptune		$36.19	$28.04	$16.29
M23	M-N. Livermore	Medians & BLT on N.Livermore 580 to Railroad	81,280	$653.77	$506.68	$294.20
M25	M-Olivina	Eucalyptus trees in Medians	2,250	$42.99	$33.31	$19.35
M26	M-Ontario	BLT on Ontario Dr.	1,150	$30.54	$23.66	$13.74
M27	M-Paris	Medians on Paris Way	350	$24.89	$19.28	$11.20
M28	M-Pine	Trees in sidewalk on Pine St.	180	$24.89	$19.28	$11.20
M30	M-P Street	P Street Underpass	42,245	$347.24	$269.11	$156.26
M31	M-Railroad	Medians & BLT on Railroad Ave.	16,780	$295.22	$228.79	$132.85
M32	M-Rincon	BLT on Rincon	500	$37.32	$28.92	$16.79
M33	M-Rodeo	BLT on Rodeo Ln.	1,500	$40.71	$31.55	$18.32
M34	M-Triad Medians	Medians along Triad	45,000	$579.12	$448.81	$260.61
M35	M-Scott	Triangle at Scott St.	4,000	$44.12	$34.19	$19.85
M36	M-Stanley	Medians & BLT on Stanley Blvd.	62,000	$734.09	$568.91	$330.33
M39	M-Vega	Medians on Vega at Concannon Blvd.	150	$41.84	$32.43	$18.83
M40	M-Wall	BLT on Wall St (Boothill)	20,000	$248.85	$192.85	$111.98

EXHIBIT A

EXHIBIT A-3

M #	CITY BLT & MEDIANS	City BLT & Medians		Weekly	Twice a Month	Monthly
			Square Footage approx.	A Service	B Service	C Service
M41	M-Isabel	Open space at Isabel Ave.	2,369,664	$4,199.89	$3,254.91	$1,889.95
M42	M- Altamont Creek	Channel @ Altamont Creek	313,632	$527.76	$409.01	$237.49
M43	M-Bluebell	Medians on Bluebell	1,200	$50.90	$39.44	$22.90
M44	M-Brisa	Medians on Brisa	8,048	$341.38	$264.57	$153.62
M45	M-Dalton	BLT on Dalton	2,677	$70.13	$54.35	$31.56
M46	M-Dana	Median at Dana Cr. and Mines Rd. BLT both sides	1,500	$75.79	$58.74	$34.10
M47	M-East	Medians & BLT on East Ave. (City Only)	45,000	$537.28	$416.39	$241.78
M48	M-Greenville	Medians on Greenville @ National (only City)	23,545	$348.37	$269.99	$156.76
M49	M-Hercules	BLT at end of Hercules Ct	2,250	$57.68	$44.71	$25.96
M50	M-Los Flores	Medians on Los Flores	9,000	$209.24	$162.17	$94.16
M51	M-Las Positas	Medians on Las Positas (Vasco to N Livermore Ave)	70,000	$859.63	$666.22	$386.83
M52	M-Mines	Medians & BLT on Mines Rd. (city only)	350,000	$5,163.47	$4,001.69	$2,323.56
M53	M-Spring	Medians & BLT on Springtown Blvd.	59,000	$512.39	$397.10	$230.58
M54	M-Sunflower	BLT on Sunflower		$216.38	$167.70	$97.37
M55	M-Vasco	Medians & BLT on Vasco Rd.(City Only) North And South	134,728	$1,585.80	$1,229.00	$713.61
M56	M-Mitra	Medians on Mitra at East Ave.	960	$49.77	$38.57	$22.40
M57	M-Northfront	Medians & BLT on N Front		$50.90	$39.44	$22.90
M58	M-Patter	Medians & Blt On Patterson Pass Greenville to Mines Rd	210,871	$2,779.11	$2,153.80	$1,250.60

EXHIBIT A

EXHIBIT A-3

M #	CITY BLT & MEDIANS	City BLT & Medians		Weekly	Twice a Month	Monthly
			Square Footage approx.	A Service	B Service	C Service
M59	M-Pavo	BLT at end of Pavo Ct.	2,250	$41.84	$32.43	$18.83
M60	M-Portol	Medians & BLT on Portola Ave.(First to Airway Blvd)		$801.95	$621.51	$360.88
M61	M-Southfront	Sidewalk on Southfront.		$37.32	$28.92	$16.79
M62	Fire Station 6	East Ave Fire Station	8,147	$134.60	$104.32	$60.58
M63	Fire Station 7	Rincon Fire Station	13,901	$187.77	$145.52	$84.49
M64	Fire Station 8	Scenic Ave	10,443	$144.78	$112.20	$65.15
M65	Fire Station 9	Cordoba Fire Station	7,286	$111.98	$86.78	$50.39
M66	Fire Station 10	Air way Fire Station	14,226	$205.86	$159.54	$92.63
M67	B Springtown Library	Springtown Library	9,800	$128.95	$99.94	$58.03
M68	N Fpump house	North Front Pump House	5,100			$46.44
M69	Oakville Lane pump house	Oakville Pump House				$25.33
M70	WT Dalton	Landscape Dalton tanks				$84.44
M71	WT Dolan	Landscape Dolan tanks				$122.44
M72	WT Greenville	Landscape Greenville tanks				$87.61
M73	Rincon Library landscape			$296.60		
M79	Airway Business			$548.87		
M80	Downtown Parking Garage	Parking garage litter pickup, wash elevator floors, and empty trash.		$836.21		
M81	L St to M St Streetscape	Pruning, Cleaning, Litter collection		$934.59		
City BLT & Medians MONTHLY Price Total				**$33,732.92**	**$24,115.37**	**$14,359.26**

EXHIBIT A

EXHIBIT A-3

M #	CITY BLT & MEDIANS	City BLT & Medians		Weekly	Twice a Month	Monthly
			Square Footage approx.	A Service	B Service	C Service
City BLT & Medians ANNUAL Price Total				$404,795.00	$289,384.48	$172,311.16

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Terracare Associates - Pricing Schedule				
TMO #	**Turf Maintenance Only**	**Name**	**Square Footage approx.**	**Weekly Service**
TMO10	1. Park on Taling Dr @ Santorina Dr 2. Median on Lerida Ct. 3. Park located on west side of bike trail 350 ft. south of Hansen Rd.	Los Olivos		$ 720.80
	Turf Maintenance MONTHLY Price Total			**$ 720.80**
	Turf Maintenance ANNUAL Price Total			**$ 8,649.59**

EXHIBIT A

EXHIBIT A-3

Terracare Associates - Pricing Schedule			
WA #	**WEED ABTAEMENT ONLY**		**Square Footage approx.**
WA1	WA-Meadows	The Meadows	
WA2	WA-Saddleback	Saddleback	
WA3	WA-Altamont Creek	Altamont Creek	
WA4	WA-Oaks Business	Oaks Business Park	
WA5	WA-Altamont Creek OS	Altamont Creek Open Space	
WA6	WA-Ace Train	Ace Train Parking Lot	
WA7	WA-Holmes	Holmes Street near Wetmore	
	Weed Abatement ANNUAL Price Total		

EXHIBIT A

EXHIBIT A-3

	ANNUALLY
$	1,142.38
$	3,510.44
$	4,164.94
$	2,314.51
$	2,855.95
$	892.49
$	951.99
$	**15,832.69**

EXHIBIT A

EXHIBIT A-3

Terracare Associates - Pricing Schedule			
Hourly Extra Work			**HOURLY**
Per Hour Cost for As-Needed Work			$ 50.66

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.13**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Resolution authorizing execution of a purchase order with Owens Equipment for one 2026 Vactor 2000i truck mounted single engine combination sewer cleaner in an amount of $801,255 and a supplemental appropriation in FY 2025-26 from the Water Resources Fund (620) of $801,255 to fund the purchase.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing issuance of a purchase order to Owens Equipment in Fairfield, California for the purchase of a 2026 Vactor 2000i truck mounted single engine combination sewer cleaner under Sourcewell contract #101221-VTR for the amount of $801,255 and a supplemental appropriation in FY 2025-26 from the Water Resources Fund (620) of $801,255 to fund the purchase.

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 WRD002 a 2015 Vac-Con truck mounted dual engine combination sewer cleaner. Staff have determined that the vehicle that best meets the needs of the department is the 2026 Vactor 2000i truck mounted single engine combination sewer cleaner and Owens Equipment is the local Sourcewell contractor for sewer vacuum and combination vehicles in Fairfield, California.

DISCUSSION

The Water Resources Division (WRD) maintains 300 miles of sanitary sewer pipe, 240 miles of storm drainpipe, and 150 miles of water distribution pipe. Currently WRD uses a combination sewer jetter and vacuum truck to accomplish a variety of construction and maintenance objectives including:

1. Cleaning of sewer lines to prevent backups and overflows.
2. Cleaning of sewer lines in advance of Closed-Circuit Television (CCTV) inspection.

3. Cleaning of storm drain lines, catch basins, and trash capture devices to prevent flooding.
4. Hydro excavation of sewer, storm, and water underground facilities.

Staff have analyzed the usage pattern of the combination sewer jetter and vacuum vehicles and have determined that a combination vehicle is needed to effectively deliver services. Staff have evaluated alternatives to purchasing a replacement sewer vehicle such as short-term rental and long-term lease. The following factors lead staff to the determination that a permanent replacement for the end-of-life vehicle is necessary:

- Historical usage data shows that purchasing a sewer vehicle is more cost-effective than renting or leasing.
- The City currently has two of these vehicles and redundancy is critical for this piece of equipment in order to safeguard the health and welfare of the public by being able to respond rapidly to potential sewer overflows and is necessary in the event of a natural disaster.
- A second combination sewer vehicle allows multiple sections within WRD to utilize needed equipment at the same time, thereby allowing for quicker response times and less interruption to ongoing operations.

California's strict emission laws have made it difficult for vendors to secure a truck chassis that they are able to sell in California. As a result, prices have increased. Because of these increases, we have exceeded the budgeted amount for FY 2025/26. A supplemental appropriation will be needed to purchase this replacement vehicle.

Under LMC Section 2.68.370 of the City's Contract and Purchase Ordinance, the Administrative Services Director may purchase supplies and equipment without utilizing the quotation or bidding requirements of the Ordinance, if such purchases are based on an agreement or cooperative purchasing program entered into by any public agency or agencies situated within the state, regardless of whether the City is a named party to such an agreement or an actual participant in such a program. In such cases, the supplies and equipment purchased must be the same and be offered at the same price as the supplies, subject to the agreement or program, and the underlying purchase must have been made using a quotation or bid procedure at least as restrictive as the City's.

Staff recommend purchasing this replacement vehicle utilizing Sourcewell Acceptance and Award contract #101221-VTR which has an extension through November 29, 2026. The Sourcewell bid procedure for the replacement vehicles meets the City's municipal code requirement and therefore can be awarded to Owen Equipment.

The Sourcewell Cooperative Purchasing Program assists local governments in reducing costs through this 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 #101221-VTR 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. A supplemental appropriation from the Water Resources Fund (620) is needed to purchase the replacement for WRD0002. The inflated cost of vehicles purchased and outfitting in 2025-26 has exceeded the annual budgeted amount

requiring the $801,255 to be appropriated in FY 2025-26 to complete the purchase.

COMMUNITY PILLAR

1: A City That Works

GOAL

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

ATTACHMENTS

1. Federal Signal Sourcewell Contract
2. Owens Equipment 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: CC12F943-29AC-4FFE-8A38-51F01A909E38

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing, a division of Federal Signal, 1621 South Illinois St., Streator, IL 61364 (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 Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies 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 29, 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: CC12F943-29AC-4FFE-8A38-51F01A909E38

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: CC12F943-29AC-4FFE-8A38-51F01A909E38

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: CC12F943-29AC-4FFE-8A38-51F01A909E38

- 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: CC12F943-29AC-4FFE-8A38-51F01A909E38

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: CC12F943-29AC-4FFE-8A38-51F01A909E38

- 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: CC12F943-29AC-4FFE-8A38-51F01A909E38

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: CC12F943-29AC-4FFE-8A38-51F01A909E38

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: CC12F943-29AC-4FFE-8A38-51F01A909E38

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: CC12F943-29AC-4FFE-8A38-51F01A909E38

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: CC12F943-29AC-4FFE-8A38-51F01A909E38

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: CC12F943-29AC-4FFE-8A38-51F01A909E38

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: CC12F943-29AC-4FFE-8A38-51F01A909E38

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: CC12F943-29AC-4FFE-8A38-51F01A909E38

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.

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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

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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

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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.

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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.

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: 12/20/2021 | 11:51 AM CST

Vactor Manufacturing,
a division of Federal Signal

DocuSigned by:
By: David Panizzi
67407721F3A64A7...
David Panizzi
Title: Business Development Manager
Date: 12/20/2021 | 11:57 AM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/20/2021 | 2:05 PM CST

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RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal Signal and Vactor Manufacturing
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153
HST#:	36-2351764

Submission Details

Created On:	Thursday September 16, 2021 12:18:49
Submitted On:	Monday October 11, 2021 14:51:07
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	5f37a299-5bd6-4ac4-aedf-2f1ad40fd7bc
Submitter's IP Address:	4.28.67.162

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")	Vactor Manufacturing (a Division of Federal Signal)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vactor Manaufacturing; TruVac	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vactor Manufacturing; TruVac	*
4	Proposer Physical Address:	1621 South Illinois St. Streator, IL 61364	*
5	Proposer website address (or addresses):	www.Vactor.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):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

ATTACHMENT 1

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.	Aligned with Federal Signal, Vactor Manufacturing works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with over 55 years of product design and manufacturing experience. Vactor Manufacturing is a recognized leader in high quality sewer cleaning and hydro-excavation solutions.	*
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in sewer cleaner and hydro excavator designs and product offerings.	*
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.	Vactor is the clear leader of our industry in North America. Our growth over the past 15 years has necessitated two, multi-million dollar factory expansions. The most recent concluding in 2020. Vactor is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports	*
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sewer cleaning and hydro excavation model/technologies, we believe our aggregate market share to be approximately 40%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we have approximately 32% market share across all types of sewer cleaning and hydro excavation technologies.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Vactor Manufacturing and Federal Signal Corp. have never been the subject of a bankruptcy action.	*
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?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-users. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.	*
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.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Vactor is ISO 9001 and 14001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

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	Vactor Manufacturing received the Chicago Innovation Award for the Paradigm Hydro Excavation unit in 2016.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 62%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
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 as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes	*
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?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Annual sales volumes are unknown.	*

ATTACHMENT 1

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 *	
Hampton Roads & Sanitation District (HRSD) member #46762	John "JJ" Jones	(757) 460-7069	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
Orange County Utilities, member ID 141910	Nathaniel Haney	(407) 883-9574	
City of Chesapeake, member ID 52040	Mike Colgan	(757) 382-3321	

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 *	
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

ATTACHMENT 1

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.	Vactor/TruVac has ten Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Vactor/TruVac has an Inside Service organization with eight technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sewer cleaner/hydro excavation unit is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the equipment. History is showing that Vactor dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
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.	Customer Service starts from the delivery process with equipment installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Vactor Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Vactor we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Vactor and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use sewer cleaner and/or hydro excavators.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada	*
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?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

ATTACHMENT 1

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.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vactor utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
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?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
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.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

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.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sewer cleaner/hydro vac as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific maintenance training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.	*
40	Describe any technological advances that your proposed products or services offer.	Available on our Vactor 2100i combination units we offer a patented Rapid Deployment Boom (RDB). This feature provides for significantly improved productivity in reduced set-up times and also reduces need for operator set-up/breakdown frequency for improved safety and reduced fatigue. Our standard advanced Intui-Touch control system is ergonomically designed that allows for safe and easy interactive control interface. We have also introduced a water-recycler option that again greatly improves productivity while reducing water consumption in the line cleaning process. On our TruVac products we have optional Dig-Right technology (also patented) that allows the operator to set pressure limits to ensure safe digging practices.	*
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.	Vactor is ISO 14001 certified (environmental management) which speaks to our environmental management commitment at our factory. Also, the water recycler option mentioned in line item 40 provides for significantly reduced water usage. Lastly, all of our units are now single-engine operation which eliminates the need for an auxiliary engine to drive air-flow for cleaning. This significantly reduces emission and need for secondary engine maintenance.	*
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.	ISO 14001 would be the only third-party issued certification related to environmental management. However, as mentioned above, we are certainly focused on energy efficiency/conservation. I would go as far as saying that we are a leader in developing and providing environmentally beneficial solutions including using alternative fuels such as CNG.	*
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.	While Vactor does not qualify under any of these business headings, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
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?	We offer a variety of combination, jetter only or vacuum only sewer cleaner solutions that can be tailored to specific member requirements. We have a large selection of optional content that allows for customization for specific applications as well as the ability to provide specialized (engineered) solutions that may require unique attention/design. Our excavation products also are available in various sizes with the ability to excavate with water or air. Our products are also supported by a seasoned dealer network that is trained with the capability of supporting users throughout North America.	*

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?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as nozzles.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
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?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Vactor and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
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?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Vactor and our dealers. We have been know to assist our end-user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a product returned. If one of our sewer cleaners was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their product - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific targeted specials. These are dealer specific.	*

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	To ensure that our products are supported in a timely manner we offer a bumper-to-bumper, 1-year standard warranty (exclusive of wear parts). We have a nation wide/North American service network with all dealer connected via our service network software (providing specific unit service history and service/recall information). We also have a 24-hour hotline to assist both dealers and end-user with diagnosis and troubleshooting information.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Several months after delivery of each new unit we send out a Customer Satisfaction Survey asking for feedback in the areas of product quality, performance, level of satisfaction with their dealer experience and overall product. Any negative mark or comment is recorded and assigned for follow-up. The scores are tallied in the form of a Customer Satisfaction Index (CSI) score. Several quality and service performance measures are tied to the CSI. This helps us understand the voice of the customer and ensures that we are monitoring quality, performance and overall customer satisfaction at the manufacturer level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Payment terms are established between the Vactor dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do much of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and us is net 30-days.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Vactor dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
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.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example document in the upload section.	*
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?	The payment process for members is a transaction between Sourcewell member and Vactor dealer. I do not believe P-card transactions are used. We (Vactor) do not accept P-card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

ATTACHMENT 1

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.	We are offering our full-line of sewer cleaners and hydro-excavators. Our pricing model is a 3% discount from list price on all Vactor/TruVac manufactured products (and options) exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sewer cleaners and hydro-vacs. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. We will also offer used sewer cleaners and hydro-vacs, primarily from our rental fleet. These are generally late model year and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and the Vactor dealer. This allows members a method of obtaining quality equipment at a much lower initial acquisition cost.	*
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.	For new equipment a 3% discount from list price applies. This discount applies to all Vactor/TruVac manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted to determine appropriate and consistent rental rates. Used equipment pricing will be negotiated and agreed to between member and Vactor dealer.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts may be considered on a case-by-case basis.	*
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.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Vactor. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our products are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Vactor/TruVac equipment-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sewer cleaners/hydo vas. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary significantly, we do not provide chassis pricing. Our dealers will provide chassis quote through at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide. Supply of chassis is currently constrained.	*
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.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/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.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery, however, is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the product, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

ATTACHMENT 1

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.	The pricing offered for our complete line of sewer cleaners and hydro vacs for this Sourcewell proposal is better than what we typically offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

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.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
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.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
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.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Vactor) and is not a line item past on to the member.	*

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.	We are offering for purchase or rental our full line of combination sewer cleaners, jetters, catch basin (sewer vacuums) and our hydro and air excavation products. This includes multiple sizes/capacities for combination sewer cleaners, truck mounted jetters and catch-basin (vacuum) units. Also, trailer mounted jetters and and various sized hydro and air excavation units under our TruVac brand name. Also included is our Liquid Vacuum Tanker (LVT) that is a simple water/sludge pump designed for vacuuming refuse/dirty water, containing and transporting that material.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Combination Sewer Cleaners (various capacities) mounted on appropriately sized class 8 truck chassis; Catch Basin (vac only) units; Truck-Mounted Jetter and trailer-mounted Jetters; Various sized Hydro and Air Excavation units mounted on appropriately sized truck chassis; and Liquid Vacuum Tanker (LVT) trucks.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

ATTACHMENT 1

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	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	Full-line of various sized/capacity combination sewer cleaners (2100i-series) also available with alternative fuel. Also straight catch-basin (sewer vacs) units.	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	Full-line of various sized, truck-mounted Hydro and Air excavation units.	*
74	Jetters and rodders	(•) Yes ( ) No	Various sized jetters including both truck and trailer-mounted units.	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	Straight trash pumps are not part of our offering.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	(•) Yes ( ) No	Our LVT units (TruVac Jackal) can be used in treatment facilities to assist with cleaning.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	( ) Yes (•) No	Service parts and supplies are not included in our proposal.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	All our products include single button Emergency Stops (E-Stops) at all human-machine interfaces to allow for rapid shutdown of operation. Our Rapid Deployment Boom (RDB) eliminates the need for repeated operator actions for set-up and breakdown throughout the workday. Our Dig-Right technology will automatically control pressure settings to avoid damaging underground utilities that would cause unsafe working conditions. We also have auto Water Shut Off (WSO) on the digging lance on our hydro ex units to provide an extra layer of safety for operators.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our RDB 10x15 boom, as previously described, significantly improves productivity. Our water recycler option significantly reduces the need to fill-up with fresh water thus providing for greater productive time. The Dig-Right option on our Vacuum Excavators allows greater productivity by automatically adjusting pressures to digging conditions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

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.”

ATTACHMENT 1

- Pricing - Vactor TruVac Pricing files.zip - Monday October 11, 2021 09:49:16
- Financial Strength and Stability - fss_2020_10k.pdf - Thursday October 07, 2021 11:17:49
- Marketing Plan/Samples - 2021 Vactor Facebook - Sourcewell.pdf - Thursday October 07, 2021 11:19:56
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Vactor and TruVac Warranty.zip - Thursday October 07, 2021 11:23:13
- Standard Transaction Document Samples - Vactor Transaction example.zip - Thursday October 07, 2021 11:23:02
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Thursday October 07, 2021 11:18:26

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. - David Panizzi, Business Development Manager, Vactor Manufacturing

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_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

Presents a

VACTOR

Proposal Summary

CITY OF LIVERMORE CALIFORNIA

2100i

Truck Mounted Single Engine

Combination Sewer Cleaner

For
City of Livermore



OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

BASIC

MODEL

Vacuum System	Roots 824-18 Blower	**Debris Body Capacity (cu.yd.)**	12.0
Model Type	Combo	**Water Capacity**	1500
Water Flow	70.0	**Water Pressure**	3000
Chassis Source	Customer	**Water Tank Material**	Aluminum
Controls		**Blower High Temp Shutdown**	true

CHASSIS

PSIT370A-2026-E	Chassis - Tandem Axle -2026 International HV607 SBA - 370 HP - Auto -66 -000 GVWR - EPA24

STANDARD FEATURES

011iSTD	Aluminum Fenders
012iSTD	Mud Flaps
016iSTD	Color Coded Sealed Electrical System
019iASTD	Intuitouch Electronic Package
020iSTD	Double Acting Hoist Cylinder
025iASTD	Handgun Assembly
026iSTD	Ex-Ten Steel Cylindrical Debris Tank
030iSTD	Flexible Hose Guide
032iSTD	(3) Nozzles with Carbide Inserts w/Rack
045iSTD	Suction Tube Storage
046iSTD	1" Nozzle Pipe
1001iSTD	Flat Rear Door w/Hydraulic Locks
1005iSTD	Dual Stainless Steel Float Shut Off System
1011iSTD	Microstrainer Prior to Blower
1023iSTD	Lube Manifold, with Lube Chart
1024iSTD	Debris Body Vacuum Relief System
1031iSTD	Debris Deflector Plate
1033iSTD	60" Dump Height
1041iSTD	Debris Body-Up Message and Alarm

OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose
2022iSTD	Additional Water Tank Sight Gauge
2023iSTD	Liquid Float Level Indicator
3019iSTD	Digital Water Pressure Gauge
4006iSTD	Front Joystick Boom Control
4010iSTD	Boom Hose Storage
4017iSTD	Boom Out of Position Message and Alarm
5011iSTD	3"Y -Strainer @ Water Pump
5015iSTD	Midship Handgun Coupling
5019iSTD	Chassis Engine Cooling Package
5022iSTD	Side Mounted Water Pump
6005iDSTD	Digital Hose Footage Counter
6007iSTD	Hose Reel Manual Hyd Extend/Retract
6009iSTD	Hose Reel Chain Cover
6017iSTD	Hydraulic Tank Shutoff Valves
6019iSTD	Rodder Pump Drain Valves
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
7001iSTD	Tachometer/Chassis Engine w/Hourmeter
7003iSTD	Water Pump Hour Meter
7004iSTD	PTO Hour Meter
7005iSTD	Hydraulic Oil Temp Alarm
7007iSTD	Tachometer & Hourmeter/Blower
8000iSTD	Circuit Breakers
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
9002iSTD	Tow Hooks- Front and Rear
9003iSTD	Electronic Back-Up Alarm
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet
S390BSTD	7" Vacuum Pipe Package

OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

S560STD	Emergency Flare Kit
S590STD	Fire Extinguisher 5 Lbs.

BOOM

4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
4013i	Rotatable Boom Inlet Hose
4016i	180 deg. 10' x 15' Rapid Deployment Boom
5029iA	RDB Washout Coupling

DEBRIS BODY

1015iBKSTD	Fixed Rear Door Pipe Rack -7" Pipe
1016iASTD	"Subframe Mounted -2 Pipe Rack -7"
1005iA	S.S Float Ball Cage for Float Shut Off System
1014i	Centrifugal Separators (Cyclones)
1015iAB	Folding Pipe Rack - Streetside -7" Pipe
1015iG	Folding Pipe Rack - Curbside -7" Pipe
1022i	Rear Door Splash Shield
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
1003i	Debris Body Flushout
1003iB	Rear Door Valve Flushout
4020i	Anti Splash Valve- Body Inlet
5029i	Cyclone Washout System

VACUUM OPTIONS

3015i	Front Blower Controls
3017i	Blower High Temp Safety Shutdown
6019iA	Final Filter and Silencer Ball Valve Drains

OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

REAR DOOR	
1007i	6" Rear Door Butterfly Valve - 3:00 position
1008iA	6" Rear Door Knife Valve w/Camloc w/Port -6:00 position
1009iD	Full Rear Door Swinging Screen

HOSE REEL	
6004iD	Rodder Hose Pinch Roller
6005iA	Additional Hose Footage Counter, Rear of Hose Reel
6014i	High Pressure Hose Reel
6025iE	Hose Wind Guide (Dual Roller)- Auto- Power Indexing
6027iA	25' Leader Hose (in lieu of standard)
8030i	Hose Reel Wrapped for Delivery

WATER TANKS	
2018i	Additional Water- 1500 Gal Total
3020i	Digital Water Level Indicator
5015i	Handgun Couplers- Front and Rear

MISCELLANEOUS	
8024i	Amber Lights for Flashing Light Package
9023i	Safety Cone Storage Rack - Drop in Style
CM-PSIT370A-2026-01	Chassis Modifications - 2026 International PSIT370A

LIGHTING	
8001iN	Front Directional Control- LED Arrowstick
8002i	Corded- Hand Light w/Bumper Plug
8002iA	Wireless- Waterproof- Rechargable- Handheld- LED Spot Light w/12V Charger
8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED
8027i	LED Mid-Ship Turn Signals

OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

8028iA	Worklights (2), Self-Leveling Boom LED
8029i	Worklights (2)- LED- Rear Door
8029iA	Worklight- LED- Operators Station
8029iB	Worklight- LED- Hose Reel Manhole
8029iC	Worklight- LED- Passenger Side
8029iD	Worklight- LED- Driver Side
9021iA	Camera System- Front and Rear

PAINT

Cab Paint Color	White
Cab Paint Color Code	
Module Paint Color	White
Module Paint Code	
i124STD	Vactor 2100i Body Decal- Standard
V-LOGO-APPL.	Vactor Logos - Applied

TOOLBOX

010i	Operator Station Curbside Toolbox - with Lighting
018i	Remote Pendant Control With Cord
6031i	Front Hose Reel Tool Storage
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
9070iB	Long Handle Tool Storage
9071iEL	Toolbox- Behind Cab - 16w 30h x 96d - with Lighting
9072iBL	Toolbox- Driver Side Chassis Frame- 24w x 24h x 24d - with Lighting
9073iAL	Toolbox- Passenger Side Chassis Frame- 30w x 18h x 24d - with Lighting
9074iAL	Toolbox- Driver Side Subframe- 18w x 24h x 24d - with Lighting

OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

WATER ACCESSORIES	
5010iA	Rodder System Accumulator - Jack Hammer on/off Control at Hose Reel
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube

WATER SYSTEM	
5003iA	70 GPM/3000 PSI Jet Rodder pump

SPECIAL REQUESTS	
R16721	Piranha rodder hose 3/4" x 800' 3000 PSI
R31193	110 Volt, 3000 Watt, GFCI Electrical Outlet, Passenger Side; Inverter mounted/located in back of cab toolbox
R18102	Whelen toolbox lights
R34668	Boom work lights; 4 oriented down and 1 upward on the RDB Boom
R33691	Rear Directional Arrow Board; Whelen model TA166AL5, LED, Amber, Large
R26341	Behind cab toolbox, 16W x 30H x 96D; w/2 slide out trays in bottom of toolbox
R19943	25 gallon chemical tank
R49991	Lighted Passenger Side Toolbox 16Hx12Dx54L
R49994	Additional Water Tank Plug located on driver side rear water tank
R49995	4 - Whelen (M6) Strobe & Operation light on driver and passenger sides in front and behind midship turn
R49992	50' Retractable Electric cord mounted on top of operators station Toolbox
R15139	Long Handle Tool Storage - Subframe
R25734	Mount cone racks behind tandem and in front of rear bumper
SON-3US	3-User Kit
KEG-ASR 3/4	Aqua Power ¾ , Sewer ¾ , Rambo ¾ - Nozzle Kit
SRK	20’ Shark Leader Hose

OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

Sourcewell Price for One (1) Vactor 2100i.....$726,762.00
Tax @ 10.25%.....$74,493.11
Total Price FOB Livermore.....$801,255.11

Registration and Training Included

SOURCEWELL: 101221-VTR

THE PROPERTY HEREIN IS GUARANTEED BY MANUFACTURER'S WARRANTY ONLY AND SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED, OF MERCHANTABILITY OR OTHERWISE, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, THAT EXTENDS BEYOND THE ABOVE DESCRIPTION OF THE EQUIPMENT.

NOTE: Price is Valid July, 1 2026. Cost increases due to the addition of Government mandated safety or environmental devices incurred after the date of this proposal, will be charged to you at our cost. Proof of such costs, if any, will be documented.

FACTORY VISIT FOR 2 INCLUDED:
A site visit to the manufacturing facility is included in the purchase, allowing your team to observe the production process and review quality control measures for your new truck. This ensures full transparency and confidence in the build prior to delivery.

TAXES: SALES TAX applicable at time of delivery will be shown on our invoice. FEDERAL EXCISE TAXES, if applicable, will require payment unless a properly executed Exemption Certificate is submitted.

DELIVERY ESTIMATE: 12-14 Month ARO **TERMS:** Net 10 or Approved Lease

Please feel free to call with any questions.

Alex Grijalva
Account Territory Manager
Mobile: (916) 675-2105
1085 Horizon Dr. | Fairfield CA. 94533
Owen Equipment

OWEN EQUIPMENT
AN OWEN COMPANY

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

VACTOR

9-1-2021

OWEN EQUIPMENT
1085 Horizon Drive Fairfield, CA 94533
Fairfield Main Line: (707) 422-2333

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IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO OWEN EQUIPMENT IN AN AMOUNT NOT-TO-EXCEED $801,255 FOR ONE REPLACEMENT COMBINATION SEWER CLEANER AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION FROM THE WATER RESOURCES FUND TO FUND THE PURCHASE

The City of Livermore Water Resources Division of the Public Works Department utilizes combination sewer cleaners for a variety of construction and maintenance activities, including cleaning sewer lines to prevent backups and overflows. The City's Fleet Policy currently recommends the replacement of one of the City's combination sewer cleaners.

Livermore Municipal Code section 2.68.360 permits the purchase of certain goods and services through qualifying cooperative purchasing programs. Livermore Municipal Code section 2.68.370 permits the City to participate in cooperative purchasing programs if the underlying purchase was made using a quotation or bid procedure at least as restrictive as the City's.

Vactor Manufacturing, a division of Federal Signal ("Supplier") holds a Sourcewell (formerly National Joint Powers Alliance) competitively bid cooperative purchasing contract for sewer vacuums and combination sewer cleaners. The Sourcewell cooperative purchasing program meets the requirements of the Livermore Municipal Code.

On or about October 3, 2025, the City received a quote from Owen Equipment Sales d/b/a Owen Equipment ("Dealer"), an authorized dealer of sewer vacuums and combination sewer cleaners manufactured by Supplier, for one 2026 Vactor 2100i truck mounted single engine combination sewer cleaner in the amount of $801,255. Dealer agreed the quoted price would remain valid until July 1, 2026.

As a result of market fluctuations, scarcity of materials globally, and a volatile labor market, cost adjustments may become necessary during the term of this purchase order. A financial contingency in an amount not to exceed ten percent (10%) of the quoted purchase price is necessary to allow staff to adjust pricing to cover potential price increases. Any price increase requested by Dealer must be submitted at least 30 days before the requested implementation date. If Dealer finds it necessary to request a cost adjustment, Dealer must provide notice in a timely, fair, and equitable manner with evidence satisfactory to the City documenting the reason(s) for and actual cost of the price increase.

The funding for the replacement combination sewer cleaner is budgeted in the Fleet Services Internal Service Fund (730) for FY 2025-26. The inflated cost of vehicle purchases and outfitting in FY 2025-26 has exceeded the annual budgeted amount

requiring $801,255 to be appropriated in FY 2025-26 to complete the purchase of the replacement combination sewer cleaner. As a result, a supplemental appropriation from the Water Resources Fund (620) is needed to purchase the replacement vehicle.

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

1. Authorizes the City Manager, or her designee, to execute a purchase order, on behalf of the City of Livermore, with Owens Equipment Sales d/b/a Owen Equipment in an amount not-to-exceed $801,255 for the purchase and delivery of a 2026 Vactor 2100i truck mounted single engine combination sewer cleaner in accordance with the terms, specifications, and general provisions specified in Sourcewell Contract #101221-VTR and section 2.68.370 of the Livermore Municipal Code.

2. Approves a financial contingency in an amount not to exceed ten percent (10%) of the quoted purchase price for cost adjustments that may become necessary to cover potential price adjustments.

3. Authorizes a supplemental appropriation of $801,255 from the Water Resources Fund (620) for the purchase of one 2026 Vactor 2100i truck mounted single engine combination sewer cleaner.

4. 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 cost adjustments in an amount not to exceed 10% of the quoted purchase price.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.14**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution designating the City Manager as the City's agent for federal and state disaster assistance and naming the City Engineer and Assistant City Engineers as the City Manager's Designees.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution designating the City Manager as the City's agent for federal and state disaster grant assistance and designating the City Engineer and Assistant City Engineers as the City Manager's Designees.

DECISION TYPE

Administrative

SUMMARY

To maintain eligibility to receive state and federal financial assistance with the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA), a resolution must be adopted by the governing body that designates authorized agents to act on behalf of the applicant to submit and execute applications and agreements with state and federal agencies.

On April 24, 2023, the City Council adopted a resolution designating the City Manager, City Engineer, and Assistant City Engineers as the City of Livermore's authorized agents to engage with Cal OES and FEMA. This resolution remains in effect for three years from the date of approval, expiring on April 24, 2026. To ensure continued eligibility for these funds, the City Council must adopt a new resolution extending these designations for an additional three-year period.

DISCUSSION

Since 2017, the City has applied for and received state and federal disaster assistance to reimburse eligible costs associated with repairing storm damage sustained from severe weather events in 2017 and 2023. Repair work is ongoing, with some projects already completed. Staff have consistently coordinated with Cal OES and FEMA, including submitting reimbursement requests, and will continue to do so as

additional work is completed.

In order to remain eligible for financial assistance, Cal OES requires a resolution designating the applicant's authorized agents to sign and submit applications and agreements for disaster assistance. This resolution must be renewed every three years. Resolution No. 2023-060, which applies to all open and future disasters for a three-year period, was adopted on April 24, 2023. To maintain eligibility for these funds, the City Council must adopt a new resolution extending this authority for an additional three years. Exhibit A is the standard Cal OES Form 130 that specifies the agents approved by the governing body who are authorized to provide all required assurances and agreements to Cal OES for disaster assistance.

In addition to the City Manager, the City Engineer and Assistant City Engineers are designated as authorized agents to act on behalf of the City in administering grant activities, as these roles are directly involved in the oversight and implementation of capital projects and are best positioned to manage the technical and day-to-day requirements of disaster recovery efforts. Responsibilities typically include project management tasks such as coordinating with state and federal agencies, preparing and submitting quarterly reports, requesting time extensions or scope modifications, submitting reimbursement requests, and responding to audit inquiries.

FISCAL AND ADMINISTRATIVE IMPACTS

If adopted, the City may continue participating in federal and state disaster assistance for another three years and receive funding.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

1: Oversee the City's emergency preparedness, management, and response efforts

ATTACHMENTS

1. Resolution
2. Exhibit A - CalOES Form 130 Designation of Applicant's Agent Resolution for Non-State Agencies

Prepared by: Pam Lung
Special Projects Coordinator

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 DESIGNATING THE CITY MANAGER AS THE CITY'S AGENT FOR FEDERAL AND STATE DISASTER ASSISTANCE AND NAMING THE CITY ENGINEER AND ASSISTANT CITY ENGINEERS AS THE CITY MANAGER'S DESIGNEES

The City of Livermore ("City") has applied for and receives federal and state disaster assistance. Pursuant to the California Governor's Office of Emergency Services, a resolution designating an applicant's authorized agents to sign and submit applications and agreements for disaster assistance with state and federal agencies is required in order to be eligible for funding.

A new resolution must be submitted every three years. A resolution making such designation for the City was approved on April 24, 2023 (Resolution 2023-060) and expires on April 24, 2026. In order to continue to be eligible for these funds, the City Council must approve a new resolution to continue this designation for another three years.

The City Manager, the City Engineer, and Assistant City Engineers are listed as authorized agents to act on behalf of the City in administering grant activities. This is a universal resolution and is effective for all open and future disasters/grants up to three years following the date of approval below.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the City Manager, City Engineer, or Assistant City Engineers are hereby authorized to execute for and on behalf of the City of Livermore, a public entity established under the laws of the State of California, the Designation of Applicant's Agent Resolution for Non-State Agencies, attached hereto as Exhibit A, and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to the grant programs set forth in Exhibit A.

BE IT FURTHER RESOLVED, that the City of Livermore, a public entity established under the laws of the State of California, hereby authorizes its agents to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

BE IT FURTHER RESOLVED, that this is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

BE IT FURTHER RESOLVED, that the City Clerk is authorized to submit the Designation of Applicant's Agent Resolution for Non-State Agencies, attached hereto as Exhibit A, with the information contained in this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti
Senior Assistant City Attorney

Exhibit A – CalOES Form 130 Designation of Applicant's Agent Resolution for Non-State Agencies

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council (Governing Body) OF THE City of Livermore (Name of Applicant)

THAT City Manager (Title of Authorized Agent), OR

City Engineer (Title of Authorized Agent), OR

Assistant City Engineer (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Livermore (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Livermore (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

STATE OF CALIFORNIA
CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES

DESIGNATION OF APPLICANT'S AGENT RESOLUTION NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Please check the appropriate box below

☑ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):_____

Passed and approved this 11 day of May, 20 26

John Marchand, Mayor
(Name and Title of Governing Body Representative)

Kristie Wang, Vice Mayor
(Name and Title of Governing Body Representative)

Steven Dunbar, Council Member
(Name and Title of Governing Body Representative)

CERTIFICATION

I,_____, duly appointed and City Clerk of
(Name) (Title)
City of Livermore, do hereby certify that the above is a true and
(Name of Applicant)
correct copy of a resolution passed and approved by the City Council
(Governing Body)
of the City of Livermore on the 11 day of May, 20 26.
(Name of Applicant)

_____ City Clerk
(Signature) (Title)

Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. Titles Only: The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.

2. Names and Titles: If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.15**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Resolution calling for and giving notice of the holding of a General Municipal Election and consolidating services with Alameda County on Tuesday, November 3, 2026, for the election of certain officers of the City.

RECOMMENDED ACTION

The City's General Municipal Election is scheduled for Tuesday, November 3, 2026. Staff recommends the City Council adopt a resolution calling for the election and directing the City Clerk, in cooperation with the Alameda County Registrar of Voters, to conduct the election and request consolidation from the Alameda County Registrar of Voters.

DECISION TYPE

Legislative

SUMMARY

The purpose of this election is to elect a Mayor at-large for a two-year term and two members of the City Council, each for a four-year term, from the following districts:

1 Vacancy – District 1	City Council	4-year term to expire 11/2030
1 Vacancy – District 2	City Council	4-year term to expire 11/2030

DISCUSSION

Pursuant to the State of California Elections Code, the nomination period for the positions of Mayor and City Council Members opens Monday, July 13, 2026, at 8:00 a.m. and closes Friday, August 7, 2026, at 5:00 p.m. Per the California Elections Code, if any incumbent does not file papers by 5:00 p.m. on August 7, 2026, the nomination period is to be extended for five days, until Wednesday, August 12, 2026, at 5:00 p.m., for any qualified candidate except the incumbent.

Candidates are required to pay the full cost of printing a candidate's statement in the sample ballot. Costs include translating, typesetting, printing and mailing. Candidates pay a deposit and are billed for

the remainder of the costs after the election. Staff recommends that candidates pay a $500 deposit for the 2026 election.

FISCAL AND ADMINISTRATIVE IMPACTS

The estimated cost for the November 3, 2026, election provided by the Alameda County Registrar of Voters is $5 - $7 per registered voter (excluding sample ballot cost and Spanish, Chinese, Tagalog and Vietnamese translation). Currently there are 58,050 registered voters in Livermore, estimating the cost to be between $290,250 and $406,350. Staff anticipates the actual cost for the November 3, 2026, election to be at the lower end of the estimate provided by the Registrar of Voters based on the expenses incurred from past elections as shown in the following table:

Year	Number of Registered Voters	Cost per Registered Voter	Consolidation Election Costs
2024	56,567	$4.63	$261,905
2022	56,968	$5.30	$301,943
2020	58,287	$5.21	$303,725
2018	52,641	$4.16	$219,316
2016	51,854	$1.77	$92,298
2014	48,407	$1.61	$77,975

The total amount budgeted for the November 3, 2026, election is $385,000 including estimations for printing, translations, binding, and mailing costs for sample ballots and voter information pamphlets, resident education and outreach.

COMMUNITY PILAR

1: A City That Works

GOAL

1: Engage effectively with the Mayor and City Council

ATTACHMENTS

1. District Map
2. Resolution

Prepared by: Helena Graves
Acting City Clerk

Approved by:



Marianna A. Burch
City Manager

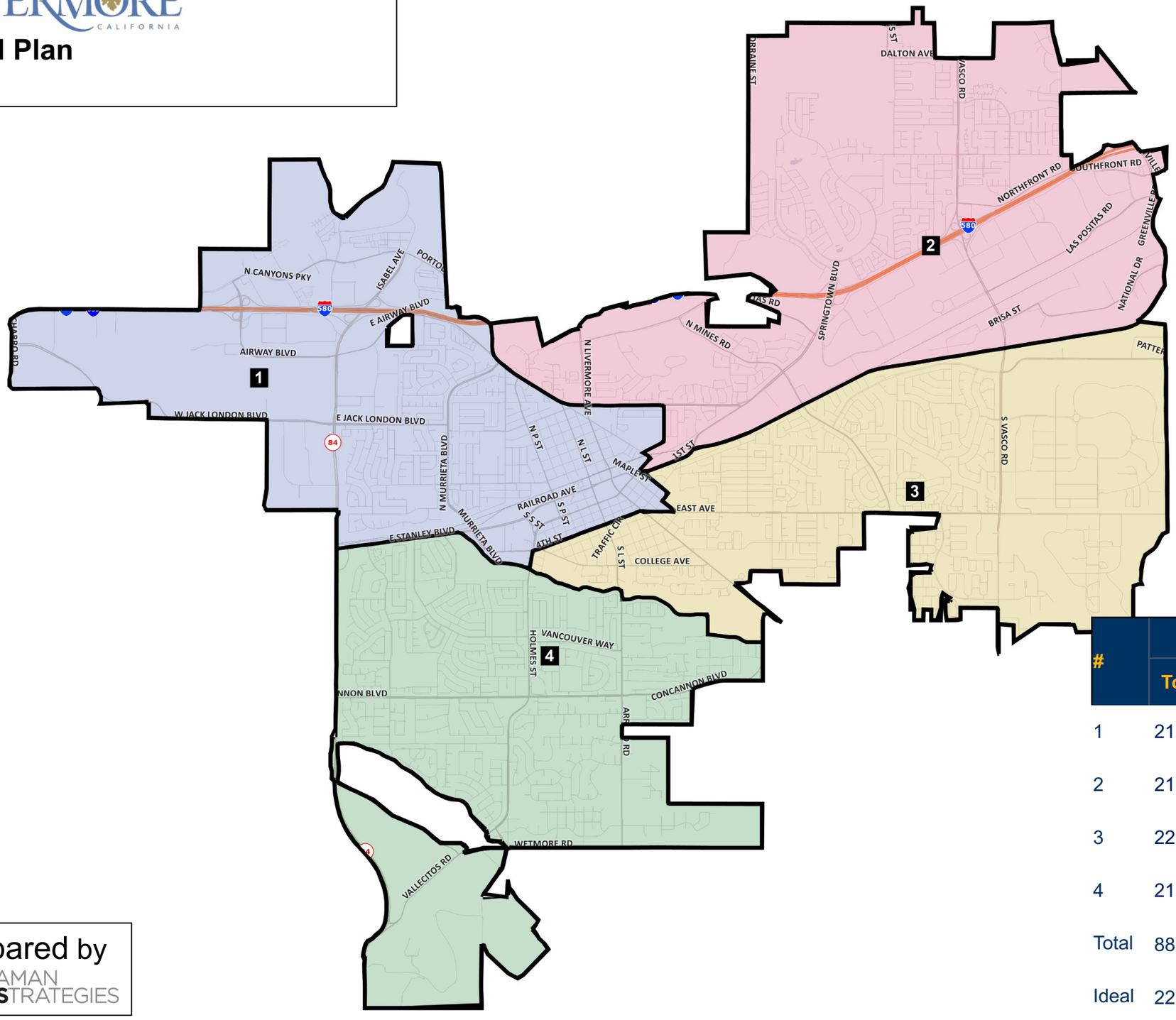
Fiscal Review by:



Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

Final Plan



^ 2020 Census Redistricting Data. Adjusted for incarcerated populations
\+ 2015-2019 American Community Survey Special Tabulation
* Calculated pursuant to OMB BULLETIN NO. 00-02

#	Population^		Citizen Voting Age Population+				
	Total	Deviation	Total	Latino*	Asian*	Black*	NH-White
1	21,778	-1.0%	14,799	20.3%	11.8%	3.6%	62.7%
2	21,910	-0.4%	15,242	15.0%	15.3%	3.4%	65.0%
3	22,461	+2.1%	16,030	10.8%	11.1%	2.9%	74.2%
4	21,857	-0.7%	15,883	12.6%	8.8%	0.9%	76.0%
Total	88,006	3.1%	61,954	14.6%	11.7%	2.6%	69.6%
Ideal	22,002						

Prepared by
WAGAMAN STRATEGIES

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION IN THE CITY OF LIVERMORE TO BE CONSOLIDATED WITH THE STATEWIDE GENERAL ELECTION ON NOVEMBER 3, 2026

A General Municipal Election is to be held on Tuesday, November 3, 2026, in the City of Livermore; and

Certain actions are required in connection with said election.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that the General Municipal Election to be held in the City of Livermore on November 3, 2026, is hereby called.

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

Section 1. Under the requirements of the laws of the State of California relating to general law cities within the State, there is hereby called and ordered to be held in the City of Livermore, County of Alameda, State of California, on Tuesday, November 3, 2026.

Section 2. A general municipal election of the qualified electors of the City of Livermore will be conducted for the following offices on the November 3, 2026 ballot:

1 Vacancy – At Large Mayor 2-year term to expire 11/2028

1 Vacancy – District 1 City Council 4-year term to expire 11/2030

1 Vacancy – District 2 City Council 4-year term to expire 11/2030

Section 3. Voting shall be available in the following ways:

a) Early Voting at the Alameda County Registrar of Voters office and Vote by Mail Ballots will be available beginning October 5, 2026.
b) 11-day vote centers starting October 24, 2026 from 9:00 a.m. to 5:00 p.m. each day for early voting in Alameda County. They will open from 7:00 a.m. to 8:00 p.m. on Election Day.
c) 4-day vote centers starting October 31, 2026 from 9:00 a.m. to 5:00 p.m. each day for early voting in Alameda County. They will open from 7:00 a.m. to 8:00 p.m. on Election Day.
d) Day of Election polling locations shall remain open continuously from 7:00 a.m. until 8:00 p.m. of the same day when the polls shall be closed.

Section 4. Notice of the time and place of holding the election is hereby given and the City Clerk is directed to give such further or additional notice of the election in the time, form, and manner as required by law.

Section 5. Under Elections Code section 10002, the City Council of the City of Livermore requests the Alameda County Board of Supervisors to permit the Registrar of Voters to render assistance in all required election services in the conduct of the November 3, 2026 municipal election. The requested services include, but are not limited to, the following:

a) Precinct consolidation, establishment of voting centers, securing election officers, preparing and mailing notices of appointment and publication of precinct officers and vote center locations;

b) Typesetting, printing, and translating sample ballots, which includes ballot notifications, ballot arguments, statements of candidates' qualifications, and mailing to registered voters;

c) Printing of official ballots;

d) Purchasing precinct supplies and vote by mail voter supplies;

e) Providing for vote by mail voting;

f) Delivery of voting booths, ballots, ballot boxes, and precinct supplies to precincts/election officers;

g) Tabulation of votes;

h) Canvassing and certifying to the City Clerk the results of elections; and

i) All things necessary or incidental to the above in accordance with California election law in effect at the time of the election or other functions as may be requested from time to time by the City.

Section 6. The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Alameda.

Section 7. The County Election Department is authorized to canvass the returns of the election.

Section 8. In all particulars not recited in this resolution, the election shall be

held and conducted as provided by law for holding municipal elections.

Section 9. Procedures for this election shall be as follows:

a) A tie vote shall be decided by lot.

b) Each candidate shall pay the full cost of printing that candidate's statement in the sample ballot.

c) Candidates' statements shall be limited to 200 words.

Section 10. This resolution shall take effect immediately.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Assistant City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.16**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution authorizing the execution of a three-year agreement with Eide Bailly, LLP for auditing services in an amount not-to-exceed $555,000 for fiscal years 2025-26 through 2027-28.

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a three-year agreement with Eide Bailly, LLP for auditing services in an amount not-to-exceed $555,000 for fiscal years 2025-26 through 2027-28.

DECISION TYPE

Administrative

SUMMARY

All local government entities are required to have an independent audit of their annual financial statements.

The City has been in contract with Eide Bailly for the last five years to provide auditing services. City staff propose continuing with Eide Bailly through the next three years.

DISCUSSION

The City is required to undergo an audit of its year-end financial reports and the supporting accounting records by independent auditors. The independent auditors play an important and reassuring role in testing and evaluating the City's system of internal controls and overall financial management for signs of strengths and weaknesses and reporting the results. The auditors also perform compliance testing and assist in the preparation of reports required by the State and Federal governments.

The City's current two-year agreement has ended with the completion of the annual financial audit for the fiscal year ended June 30, 2025. Staff is working through its transition to a new financial system that went live in FY 2024-25. Staff has had a positive working relationship with Eide Bailly especially during

the transition from the City's old financial software system to the new financial software system during the FY 2024-25 audit. Staff would like to continue using Eide Bailly for the City's auditors for the next three years to increase knowledge of how the new financial system works in preparing the Annual Comprehensive Financial Report (ACFR). Staff will issue a Request for Proposal for audit services at the end of the three-year contract to select a new audit firm.

Staff recommends that City Council award a professional services agreement for auditing services to Eide Bailly. The proposed agreement would provide audit services for three fiscal years, FY 2025-26 through FY 2027-28.

FISCAL AND ADMINISTRATIVE IMPACTS

The total amount of the three-year agreement is not to exceed $555,000, with the base audit fee of $502,217 and a contingency of $52,783 for the federal awards audit and other reports if required.

This fee is shared amongst the General Fund, Measure BB funds, and certain other funds, which require compliance reporting. The amount for fiscal years 2025-26 and 2026-27 audit has already been incorporated into the approved budget, therefore no additional appropriation is required at this time.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources.

ATTACHMENTS

1. Resolution
2. Exhibit A - Eide Bailey Contract

Prepared by: Erik Peterson
Finance Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF A THREE-YEAR AGREEMENT WITH EIDE BAILLY, LLP FOR AUDITING SERVICES IN AN AMOUNT NOT-TO-EXCEED $555,000 FOR FISCAL YEARS 2025-26 THROUGH 2027-28

The City of Livermore ("City") is required to undergo an audit of its year-end financial reporting and the supporting accounting records by independent auditors. The independent auditors play an integral role in testing and evaluating the City's internal controls and overall financial management for strengths and weaknesses and for reporting these results.

The City has been in contract with Eide Bailly LLP for the last five years to provide auditing services. City staff would like to continue with Eide Bailly LLP through the next three fiscal years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager to execute a professional services agreement with Eide Bailly LLP for auditing services for fiscal years 2025-26 through 2027-28, attached hereto as Exhibit A, in an amount not to exceed $555,000.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena L Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – Eide Bailly Contract

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2026, by and between the City of Livermore ("City"), a municipal corporation, and Eide Bailly LLP ("Consultant"), a Minnesota limited liability partnership.

RECITALS

City requires professional services to provide independent auditing services and preparation of financial reports.

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

AGREEMENT

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

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

2. Relationship of Parties – Independent Contractors.

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

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

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

(d) Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall not incur or have the power

to incur any debt, obligation, or liability whatsoever against City, and shall have no authority, express or implied, to bind City to any obligation whatsoever.

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

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

(a) Coordinate the Services with Erik Peterson, Finance Manager, or such other person designated as the Project Manager by City;

(b) At all times faithfully, competently, and diligently perform the Services to the best of its ability, experience, and talent in a courteous manner to the highest industry standards when performing the Services required hereunder. For the purposes of this Agreement the phrase "highest industry standards" means those professional standards recognized by one or more professional consultants performing similar Services under similar circumstances within City's region;

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

(d) Provide all facilities, goods, materials, and equipment that may be necessary for Consultant's personnel to provide the Services. City may furnish physical facilities such as desks, filing cabinets, and conference space that may be reasonably necessary for Consultant's use for the Services, but in no event shall City be required to furnish any facilities that involve incurring a direct expense such as computer, software, long-distance telephone or other communication charges, vehicles, or document reproduction facilities;

(e) Obtain and keep in effect during the term of this Agreement all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Consultant to practice its profession and to provide the Services, including obtaining a business license from the City of Livermore, and keep them all in effect for the term of this Agreement;

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

until the City receives written notification of changes, which changes shall not take effect for at least ten business days to afford City a reasonable opportunity to act;

(g) 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;

(h) 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;

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

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

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

(l) 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;

(m) Correct all errors in the Services.;

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

(o) If applicable, Consultant shall ensure that all work for compensation is provided in compliance with the requirements of the California Labor Code including but

not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages.

5. Term. The term of this Agreement commences on May 12, 2026, and terminates upon the completion of the Services or June 30, 2029, whichever occurs first.

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

7. Compensation and Payment.

(a) The total compensation payable by City to Consultant for the Services SHALL NOT EXCEED the sum of $ 555,000 ("not-to-exceed amount").

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

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

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

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

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items specifically prepared or obtained by Consultant for and required to be delivered to City are City's property and Consultant shall deliver them to City upon payment.

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

10. Confidentiality. Consultant shall not disclose any confidential or proprietary information received from City to anyone except Consultant's personnel who require access to the information to perform the Services, unless required by law or applicable professional standards. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are returned to City or destroyed.

11. Defense, Indemnity, and Hold Harmless. Consultant is not required to indemnify City for the City's acts as provided by AICPA standard 1.228.020.01. However, to the fullest extent permitted by law, Consultant shall hold harmless and indemnify 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 arising from this Agreement (including without limitation, attorney's fees and costs and fees of litigation) (collectively "Liability"), except for such Liability caused by the negligence or willful misconduct of the Indemnified Parties, and that no defense shall be required where such Liability arises out of the actual or alleged acts or omissions in Consultant's performance of professional services. Consultant's obligations to hold harmless and indemnify shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by City.

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

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

12. Insurance. Without limiting Consultant's indemnification of the Indemnified Parties, Consultant shall procure and maintain at its own expense during the term of this Agreement policies of insurance in the amounts and under the terms set forth in Exhibit

C *Insurance Requirements* against claims and Liability that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Consultant shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Force Majeure; Service Delays. Should Consultant's performance of the Services be obstructed or delayed due to changes in the Services by City, by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain goods, materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then Consultant's time for performance may, at City's sole discretion, be extended for such periods as may be agreed upon by City and Consultant. Nothing in this section restricts City's authority in Section 6 to terminate this Agreement.

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

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

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

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

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

Disclosure Statement that can be obtained from the City Clerk.

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

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

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

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

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

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

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

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

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

27. Construction of Language.

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

(b) For the purposes of this Agreement, the terms "writing" and "written" includes electronic documents and communication via email, but not when those terms are used in Sections 6, 12, 23, and Sections 27 through 30 for notices, consent, or modifications. For the notices, consent, and modifications in Sections 6, 12, 23, and Sections 27 through 30, the terms "writing" and "written" means either a physically tangible document or an electronic document that satisfies the requirements in Livermore Municipal Code Section 2.64 Electronic Signatures.

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

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

TO CITY:	Attention: Finance Division 1052 S Livermore Avenue Livermore, California 94550
Email:	etpeterson@livermoreca.gov purchasing@livermoreca.gov accountspayable@livermoreca.gov CityAttorney@livermoreca.gov
TO CONSULTANT:	Ahmad Gharaibeh, Partner Eide Bailly LLP 4040 Campbell Ave, Suite 200 Menlo Park, CA 94025
Email:	agharaibeh@eidebailly.com

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

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

32. Survival. The terms, conditions, and obligations in Sections 2, 8 through 11, 23, 24, 30, and 31 through 33 shall survive the completion or termination of this Agreement.

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

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

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

****

Signatures and Exhibit List on the Next Page

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

CONSULTANT: **Dated:**

Signed by:
Ahmad Gharaibeh
E8D5549089BE4EF...

4/16/2026 | 2:37 PM PDT

Ahmad Gharaibeh
Managing Partner

CITY OF LIVERMORE: **Dated:**

Marianna Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...

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*

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EideBailly
CPAs & BUSINESS ADVISORS

Exhibit A

January 16, 2026

To Management of the City of Livermore
Livermore, California

This letter outlines our proposed fees for the various projects between Eide Bailly LLP (Eide Bailly) and the City of Livermore (City).

Scope of Engagement

We will work with you to provide the following services:

- Audit the Annual Comprehensive Financial Report of the City.
- Audit of the financial statements of the Livermore-Pleasanton Fire Department Joint Powers Authority
- Audit of the financial statements of Measure F fund and compliance requirements applicable to the Measure F Funds
- Audit of the financial statements of Measure B fund and compliance requirements applicable to the Measure B Funds
- Audit of the financial statements of Measure BB fund and compliance requirements applicable to the Measure BB Funds
- Audit of the City's major federal programs
- Audit of the City's compliance with the Transportation Development Act
- Agreed Upon Procedures related to the City's GANN limit
- Assistance in preparing the California State Controller's Financial Transaction Report
- Assistance in drafting the financial statements of the projects noted above.

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Exhibit B

Our fees for the projects listed above are as follows:

Project	2026	2027	2028
Audit of Annual Comprehensive Financial Report	$ 96,606	$ 99,504	$ 102,489
Assist in compiling the City's Financial Statements	36,050	37,132	38,246
Audit of Livermore-Pleasanton Fire Department JPA	11,149	11,483	11,827
Audit of Measure F	1,673	1,723	1,775
Audit of Measure B	1,673	1,723	1,775
Audit of Measure BB	1,673	1,723	1,775
Single Audit *	6,689	6,890	7,097
Audit of Transportation Development Act	1,673	1,723	1,775
GANN Agreed Upon Procedures	836	861	887
Compiling the City's Financial Transaction Report	4,460	4,594	4,732
	$ 162,482	$ 167,356	$ 172,378

** Per federal program*

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,

Ahmad Gharaibeh, CPA
Partner

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EXHIBIT C

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
   $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".
4. Professional Liability/Errors and Omissions:
   $3,000,000 per claim. Consultant/Contractor warrants that any retroactive date under this policy shall precede the effective date of this contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.

Deductibles and Self-Insured Retention

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.

Acceptability of Insurers

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

Other Insurance Provisions

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

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

limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

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

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.17**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution Approving the FY 2026-27 Budget Update

RECOMMENDED ACTION

Staff recommends that City Council adopt a resolution approving the 2026-27 Budget Update.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore's (the City) Two-Year Budget for FY 2025-26 and 2026-27 was approved by City Council on June 9, 2025. Staff updated revenue and expenditure estimates for FY 2026-27 and based on that review, are proposing to increase the General Fund expenditure budget by $331,384, reduce operating transfers out by $803,756, and decrease the General Fund revenue budget by $6,072,122. Staff proposes to adjust the FY 2026-27 budgets in the City's other funds as discussed in the FY 2026-27 Budget Update report, exhibit A of the resolution.

DISCUSSION

The City's FY 2025-26 and 2026-27 Two-Year Budget was adopted by City Council on June 9, 2025. City staff evaluates the second year of the two-year budget cycle revenue and expenditure estimates in advance of the second year to determine whether adjustments are necessary to have a balanced budget. Staff completed their review of the FY 2026-27 budget and concluded that the General Fund expenditure budget needs to be increased by $331,384, operating transfers out reduced by $803,756, and the revenue budget decreased by $6,072,122. The attached FY 2026-27 Budget Update Report includes the details of those changes in the General Fund as well as proposed changes within the City's other funds.

The Budget anticipates compliance with the General Fund Reserve Policy, which was updated in June of 2016 to require a total General Fund reserve of 30% of budgeted operating expenditures and outgoing transfers for debt service.

FISCAL AND ADMINISTRATIVE IMPACTS

Adoption of the FY 2026-27 Budget Update results in a balanced budget with a General Fund surplus of almost $83,955 that will be added to unallocated reserves.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Resolution
2. Exhibit A - FY 2026-27 Budget Update Report

Prepared by: Erik Peterson
Finance Manager

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE FISCAL YEAR 2026-27 BUDGET UPDATE

The City Manager prepared and submitted to the City Council for its review the Budget Update for FY 2026-27.

The City Council wishes to amend the FY 2026-27 Budget as indicated in Exhibit A, the FY 2026-27 Budget Update Report.

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

1. The FY 2026-27 Budget Update Report, attached hereto as Exhibit A, is approved.

2. The FY 2026-27 General Fund expenditure operating budget is increased by $331,384. The Operating Transfer out budget is reduced by $803,756. The revenue budget is decreased by $6,072,122.

3. The FY 2026-27 Enterprise funds expenditure operating budgets are increased by $2,730,454. The revenue budget is decreased by $600,000.

4. The FY 2026-27 Internal Service Funds expenditure operating budgets are increased by 6,700,000. The revenue budgets are increased by $5,000,000.

5. The FY 2026-27 Capital Operating Funds expenditure budgets are increasing by $2,095,366. The revenue budget is increasing by $1,865,366.

6. The FY 2026-27 Special Revenue Funds expenditure budgets are increasing by $2,072,660. The revenue budget is increased by $359,953.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena L. Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – FY 2026-27 Budget Update Report

City of Livermore
FY 2026-27 Budget Update Report

SUMMARY

This report presents the updated estimates for the FY 2026-27 Operations (Budget). This report includes the General Fund, Enterprise Funds, Special Revenue funds, Capital Operating funds, and Internal Service funds. As described in more detail below, staff balanced budget while maintaining required operating reserves.

GENERAL FUND

FINANCIAL STATEMENT

Staff propose to amend the FY 2026-27 General Fund budget by decreasing operating revenues by approximately $6.1 million, increasing operating expenses by $331,384, and using the reserve funding of $5.7 million set aside for Labor MOU updates and additions to reserves during the original budget adoption because several labor agreement negotiations were still active when the budget was adopted. These labor agreements were approved in FY 2025-26. General Fund Operating Reserves are $46.9 million, which is equal to 30% of operating expenses consistent with the City's General Fund Reserve Policy. The unassigned fund balance is estimated to be $11.2 million, some of which is related to the estimated FY 2025-26 year-end budget surplus. Staff will recommend allocation of actual budget savings as part of the FY 2025-26 year-end process in the fall of 2026.

BACKGROUND

The mid-year budget report (Report) summarizes the updated estimates of the FY 2026-27 budget and details expected changes in reserves.

DISCUSSION

As shown in Table 1, FY 2026-27 proposed changes from the original General Fund budget include: (1) decreased overall revenues of $6.1 million, increased operating expenditures of $331,384, and use of reserves originally set aside at budget adoption for Labor MOU's and addition to reserves. Overall, the budget is balanced.

Table 1. General Fund - Budget Update - Original Budget vs Updated Revenues, Expenditures, and Transfers

General Fund	FY 2026-27 Original Budget	FY 2026-27 Budget Update	FY 2026-27 Variance
Revenues	$164,358,147	$158,286,025	($6,072,122)
Net Transfers	(9,659,863)	(8,856,107)	$803,756
Operating Expenditures	(149,014,579)	(149,345,963)	($331,384)
Operating Surplus (Deficit)	**$5,683,705**	**$83,955**	**($5,599,750)**
Reserve for Labor MOUs & Addtion to Reserves	(5,674,705)	-	$5,674,705
Total Surplus (Deficit)	**$9,000**	**$83,955**	**$74,955**

General Fund Revenues: As described in Table 2 below, overall General Fund revenues are expected to decrease by approximately $6.1 million or -3.7%. Table 2 presents the major revenue categories with a comparison of the amended budget versus actual revenues and the variance between the two. The following describes the significant variances.

Property Tax is expected to decrease by $600,000 related to Proposition 8 market value downward adjustments of properties in Livermore.

Sales Tax is expected to be $3 million less than the original budget based on updated information received from the City's sales tax consultant.

Intergovernmental Revenue is expected to decrease by $2,669,122 since the enterprise funds (water, sewer, and stormwater) will no longer pay the General Fund for subterranean rent. Rather, the City will charge the Water and Sewer funds a Street Repair fee related to the damage to the City streets caused by the water and sewer infrastructure beneath the City streets as well as the reduced longevity of the City streets after a sewer or water main repair. The Street Repair Fee will be deposited into a Street Repair Fund and used to fund street repair and resurfacing expenses.

Miscellaneous Revenue is expected to increase by $197,000 due to an agreement in place between the City's Police department and the Outlet mall.

Table 2. General Fund Revenues - Budget Update - Original Budget vs. Budget Update

General Fund	FY 2026-27 Original Budget	FY 2026-27 Budget Update	FY 2026-27 Variance
Property Taxes	$67,416,730	$66,816,730	(600,000)
Sales & Use Taxes	41,908,338	38,908,338	(3,000,000)
Franchise Taxes	2,613,464	2,613,464	-
Business License Taxes	10,731,325	10,731,325	-
Other Taxes	11,163,413	11,163,413	-
Licenses & Permits	7,261,048	7,261,048	-
Fines & Forfeitures	398,270	398,270	-
Use of Money and Property	9,771,259	9,771,259	-
Intergovernmental Revenue	4,631,220	1,962,098	(2,669,122)
Charges for Current Services	6,179,158	6,179,158	-
Contribution - Outside Sources	78,651	78,651	-
Misc. Revenue	2,205,271	2,402,271	197,000
Total Operating Revenue	**$164,358,147**	**$158,286,025**	**(6,072,122)**
Transfers In	486,735	486,735	-
Total All Revenue	**$164,844,882**	**$158,772,760**	**($6,072,122)**

General Fund Expenditures are expected to increase by $931,384 or 0.6% greater than the original budget.

Table 3 shows the major expenditure categories with a comparison of the original budget to the current projections and the variance between the two. The following describes the significant variances.

Personnel and Supplemental Personnel Staff expects expenditures to be approximately $1.1 million or 1.3% greater than the original budget due to (1) increased salary and benefits from new MOU's ($3.1 million), (2) temporary salary increase for Innovation and Economic Development Department ($50,000), (3) decrease of staff costs relating to Capital Improvement projects due to charging overhead rates to projects and (4) a reduction of retiree health benefit expenses of $1.5 million that have been moved out of the General Fund into a new internal service fund for better tracking of retiree health expenses and revenues.

Services and Supplies are reduced by $719,614 or -1.1% less than budget due to (1) increases in contractual services for a Fleet Management plan ($150,000) and General Plan ($230,000), (2) Police contractual services and software needs ($168,000 and $29,000 respectively both covered by additional revenue received by the Police Department), (3) increase in the City's Contribution to Livermore Pleasanton Fire Department due to IAFF/BC MOU increases ($568,752), and (4) a reduction of $1.9 million for street light and street signal expenses that have been moved to the Gas Tax fund.

Table 3. General Fund Expenditures - Original Budget vs. Budget Update

Expenditure Categories	FY 2026-27 Original Budget	FY 2026-27 Budget Update	FY 2026-27 Variance
Wages and Benefits	$83,826,446	$84,877,444	$1,050,998
Services and Supplies	65,188,133	64,468,519	(719,614)
Capital Outlay	-	-	-
Total Operating Expenditures	**$149,014,579**	**$149,345,963**	**$331,384**
Reserve for Labor MOUs & Addition to Reserves	5,674,705	-	(5,674,705)
Transfers Out	10,146,598	9,342,842	(803,756)
Total all Expenditures	**$164,835,882**	**$158,688,805**	**($6,147,077)**

Transfer of Funds. As shown in Table 4 below, net transfers are reduced by $803,756. This is due to reducing the transfer out to the Stormwater Fund which is offset by eliminating the subterranean rent that the City had been charging the Stormwater Fund.

Table 4. Transfers In and Transfers Out - Original Budget vs Budget Update

Operating Transfers	FY 2026-27 Original Budget	FY 2026-27 Budget Update	FY 2026-27 Variance
OPERATING TRANSFERS IN - From:			
Traffic Impact Fee	$79,568	$79,568	-
Downtown Revitalization Fee	-	-	-
Low Income Housing Fund	-	-	-
Maintenance District L&LD	250,000	250,000	-
CASP Cert & Training Fund	19,250	19,250	-
Gas Taxes	137,917	137,917	-
HHS - Federal Home Program	-	-	-
Library Foundation Grant	-	-	-
OPERATING TRANSFERS OUT - To:			
Stormwater	(2,870,000)	(2,066,244)	803,756
2020 COPs Series B (Debt Service)	(3,881,173)	(3,881,173)	-
2022 COPs (Debt Service)	(2,557,425)	(2,557,425)	-
Horizons	(498,000)	(498,000)	-
Maintenance District L&LD	(340,000)	(340,000)	-
Facilities	-	-	-
Net Transfers	**($9,659,863)**	**($8,856,107)**	**$803,756**

General Fund Operating Reserve Allocations. Table 5 presents the estimated changes in the General Fund Operating Reserves. Estimated Operating Reserves are $46.9 million or 30% of updated budgeted expenditures. The City's policy is to maintain General Fund reserves equal to 30% of operating expenses. The remaining unassigned fund balance is estimated to be $11.3 million, some of which is related to the estimated FY 2025-26 year-end budget surplus. Staff will recommend allocation of actual budget savings as part of the FY 2025-26 year-end process in the fall of 2026.

Table 5. General Fund Operating Reserves - Original Budget vs Budget Update

General Fund Operating Reserves	FY 2026-27 Budget	FY 2026-27 Budget Update
Operating Reserves:		
Catastrophic Reserve 15% (Committed)	$23,317,977	$23,457,684
Economic Reserve 13.5% (Assigned)	20,986,179	21,111,916
Cashflow Reserve 1.5% (Unassigned)	2,331,798	2,345,768
Subtotal Operating Reserves (30% of Operating Expenses and Debt Service)	**$46,635,954**	**$46,915,368**
Remaining Unassigned Reserves	$11,533,386	$11,253,972
Total Spendable Operating Reserves	$58,169,340	$58,169,340

[1] FY 2026-27 includes the FY 2025-26 $6 million projected surplus. The actual surplus will be allocated in the fall of 2026 after the City closes the books some of which will likely be allocated to other purposes.

New Street Repair Fund

Table 6 below includes the new Capital Fund created to deposit the Water and Sewer Street Repair fees that will be used to fund street repair projects.

Table 6 - Capital Fund Revenues

Fund Name	FY 2026-27 Original Budget	FY 2026-27 Budget Update	FY 2026-27 Variance
Street Repair Fund	$ -	$ 1,865,366	$ 1,865,366
Total Operating Revenue	**$ -**	**$ 1,865,366**	**$ 1,865,366**

Funds will be allocated when the City awards a street repair construction contract.

Enterprise Funds:

Table 7A and 7B below include proposed changes to Enterprise Funds' FY 2026-27 Budget.

Table 7A - Enterprise Funds Revenues

Fund Name	FY 2026-27 Original Budget	FY 2026-27 Budget Update	FY 2026-27 Variance
Water	$ 21,176,000	$ 20,576,000	$ (600,000)
Total Operating Revenue	**$ 21,176,000**	**$ 20,576,000**	**$ (600,000)**

Table 7B - Enterprise Funds Expenditures

Fund Name	FY 2026-27 Original Budget	FY 2026-27 Budget Update	FY 2026-27 Variance
Airport	$ 3,618,600	$ 4,143,600	$ 525,000
Storm Drain	6,374	206,374	200,000
Wastewater	26,025,700	27,006,154	980,454
Wastewater Connection Fees	1,079,432	1,679,432	600,000
Water	20,037,052	20,062,052	25,000
Water Replacement	630,574	730,574	100,000
Water Connection Fees	13,637	313,637	300,000
Total Operating Expenses	**$ 51,411,369**	**$ 54,141,823**	**$ 2,730,454**

The Airport fund includes a $525,000 increase to upgrade the backflow devices at the Airport due to new State Guidelines and requirements ($450,000) and to reimburse the State Water Board for continued review and direction of the PFAS investigation work at the Airport ($75,000).

The Storm Drain fund includes a $200,000 increase to the budget for a Storm Drain Master Plan and fee study.

The Wastewater fund includes an increase of $980,454 for: (1) $425,000 in contractual services to conduct periodic digester cleaning services, (2) $278,454 for increased electricity costs, (3) $100,000 for flooring and office furniture in the Tertiary building, (4) increased overtime budget of $52,000 for stand-by time and call backs on holiday weekends, and (5) $125,000 to purchase new pretreatment software.

The Wastewater Connection Fee fund includes an increase of $600,000 in contractual services for Wastewater and WRP Master Plans and fee studies.

The Water fund includes reducing water revenues by $600,000 due to water volume demand trending lower than anticipated and increasing expenses by $25,000 to cover increased energy costs.

The Water Replacement fund includes an increase of $50,000 in contractual services for additional on-call project costs and an increase of $50,000 in capital equipment for new meters related to development.

The Water Connection Fee fund includes an increase of $300,000 in contractual services for an updated Water Master Plan and fee study.

Internal Service Funds:

Table 8A and 8B below include revenue and expenditure budget for three internal service funds.

Table 8A - Internal Service Funds Revenues

Fund Name	FY 2026-27 Original Budget	FY 2026-27 Budget Update	FY 2026-27 Variance
Employee Benefit	$ -	$ 5,000,000	$ 5,000,000
Total Operating Revenue	**$ -**	**$ 5,000,000**	**$ 5,000,000**

Table 8B - Internal Service Funds Expenditures

Fund Name	FY 2026-27 Original Budget	FY 2026-27 Budget Update	FY 2026-27 Variance
General Liability	$ 6,517,952	$ 6,717,952	$ 200,000
Facilities Rehab Program	2,548,191	4,048,191	1,500,000
Employee Benefit	-	5,000,000	5,000,000
Total Operating Expenses	**$ 9,066,143**	**$ 15,766,143**	**$ 6,700,000**

The General Liability fund includes an increase in contractual services of $200,000 reflecting an increase in legal defense costs, related to increased rates and an increase in the number and complexity of matters being litigated.

The Facilities Rehab fund includes a total increase of $1.5 million for the following projects:

1. Generator replacement at Fire Station 7 and the Civic Center Library ($700.000)
2. Install a new roof and retractable blinds at the Civic Center Library ($500,000)
3. Install hard flooring in the Community Rooms at the Civic Center Library ($100,000)
4. Install new HVAC unit at Rincon Library to reduce temperatures inside the building during the summer ($200,000)

This increase of $1.5 million will be funded using General Fund CIP reserves.

The Employee Benefit fund has been newly created to record revenue and expenses related to retiree health benefits in one fund that had been budgeted in the City's operating funds.

Capital Funds:

Table 8 below shows the operating expenditure requests for the Capital Funds.

Table 9 Capital Operating Funds Expenditures

Fund Name	FY 2026-27 Original Budget	Budget Update	Variance
Traffic Impact Fee	$ 85,000	$ 285,000	$ 200,000
Park Fee - AB 1600	-	30,000	30,000
State - Gas Tax	102,000	1,967,366	1,865,366
Total Operating Expenses	**$ 187,000**	**$ 2,282,366**	**$ 2,095,366**

The Traffic Impact Fee fund includes an increase in contractual services of $200,000 for an updated Traffic Impact Fee Study.

The Park Fee – AB 1600 fund incudes an increase of $30,000 in contractual services for an updated Park Fee study.

The State – Gas Tax fund includes an increase of $1.9 million to pay for streetlights and traffic signals that had been included in the General Fund.

Special Revenue Funds:

Table 10A and 10B include changes to the budget in the special revenue funds.

Table 10A - Special Revenue Funds Revenues

Fund Name	FY 2026-27 Original Budget	Budget Update	Variance
Grant - CDBG	383,352	490,204	106,852
Grant - Home Grant	117,800	118,901	1,101
Department Grants 100%	-	252,000	252,000
Total Operating Revenue	**$ 501,152**	**$ 861,105**	**$ 359,953**

Table 10B - Special Revenue Funds Expenditures

Fund Name	FY 2026-27 Original Budget	FY 2026-27 Budget Update	FY 2026-27 Variance
Low Income Housing Fund	$ 2,591,476	$ 3,091,476	$ 500,000
Grant - CDBG	443,656	550,508	106,852
Grant - Home Grant	122,834	123,935	1,101
State Grant Fund	263,155	338,155	75,000
Opioid Settlement Fund	90,917	440,917	350,000
Department Grants 100%	-	252,000	252,000
Community Benefit Fund	-	150,000	150,000
Other LMDs	2,979,504	3,617,211	637,707
Total Operating Expenses	**$ 6,491,542**	**$ 8,564,202**	**$ 2,072,660**

The Low-Income Housing fund requests an increase of $500,000 to fund a portion of the $1.2 million contract with Tri-Valley Haven for their Emergency Shelter Rebuild. This contract was approved by City Council on March 23, 2026.

The Grant – CDBG fund is being increased by $106,852 to account for additional funding available from prior year CDBG funds. These funds are designated for the Tri-Valley Haven for Women Emergency Shelter Project.

The Grant – Home Grant fund received a notification that the City's HOME allocation is updated to include another $1,101 in Federal Awards for FY 2026-27.

The State Grant fund includes $75,000 for the Habitat Conservation Grant that has already been received.

The Opioid Settlement fund includes increasing the budget by $350,000 to help fund pre-development and development of a substance abuse disorder facility on Tesla Road that the City agreed to fund through an agreement with La Familia (The Alliance for Community Wellness).

The Department Grants fund includes an increase to both the revenue budget and expenditure budget by $252,000 to increase grant amount received for the Winter Relief program from Alameda County.

The Community Benefit fund requests a budget increase of $150,000 as seed money for an upcoming new small business grant program.

The Other LMDs fund includes an increase of $637,707 to fund one new full time Landscape Maintenance Specialist position and one new limited duration Groundskeeper II to assist with ongoing maintenance in LMDs.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.18**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution designating the Accounting Supervisor – General Ledger and Treasury as the City Treasurer

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution designating the Accounting Supervisor – General Ledger and Treasury as the City Treasurer.

DECISION TYPE

Administrative

SUMMARY

Due to the retirement of Tina Olson, the current appointment of the Administrative Services Director as City Treasurer must be rescinded and City Council needs to appoint another employee to the position of City Treasurer until such time as the City addresses the vacancy in the Administrative Services Director position. Staff recommends appointing the Accounting Supervisor that oversees the City's General Ledger and Treasury functions to be the City's Treasurer during that time.

DISCUSSION

On April 25, 2022, Resolution No. 2022-062 was adopted appointing the person holding the title of Administrative Services Director for the City of Livermore to serve as its City Treasurer. On May 2, 2026, Tina Olson, the City's Administrative Services Director, retired, which requires City Council to appoint another position to fulfill the City's Treasurer function until the Administrative Services Director position is filled with a permanent employee.

The Treasurer is responsible for receiving, disbursing, and securing, the City's pooled cash. Financial reporting is also a large duty of the City Treasurer, as statements on the City's financial standing are needed by a variety of other state and local offices. In addition to administering certain financial activities as set forth in the Livermore Municipal Code, the Treasurer is also responsible for the collection of delinquent fees and taxes. The City Treasurer also has a fiduciary responsibility for the purchase and

sale of bonds for the City,

To ensure that the City continues to have a City Treasurer until such time as the City addresses the vacancy in the Administrative Services Director position, staff recommends that City Council adopt a resolution designating the Accounting Supervisor – General Ledger and Treasury as the City Treasurer.

Staff also recommends that the City Council delegate the authority to invest the City's pooled treasury funds in accordance with the Investment Policy to the Accounting Supervisor – General Ledger and Treasury serving as the City Treasurer for the remainder of the FY 2025-26 and that all references to the Administrative Services Director in the Investment Policy be amended to read: Accounting Supervisor – General Ledger and Treasury.

The delegation of investment authority and responsibility from the City Council to the Accounting Supervisor – General Ledger and Treasury serving as the City Treasurer will allow the Administrative Services Department to continue the prudent investment of the City's pooled treasury funds and manage the City's cash flow needs.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no additional cost to the General Fund associated with delegating the Treasurer role to the Accounting Supervisor – General Ledger and Treasury until such time as the City addresses the vacancy in the Administrative Services Director position.

COMMUNITY PILLAR

5: A City That Works

GOAL

17: Ensure effective use of public resources

ATTACHMENTS

1. Resolution

Prepared by: Tina Olson
Administrative Services Director

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION DESIGNATING THE ACCOUNTING SUPERVISOR – GENERAL LEDGER AND TREASURY AS THE CITY TREASURER

The City of Livermore is a general law city of the State of California.

The City Treasurer is a statutory position for a general law city. Government Code section 36508 provides that general law cities may designate their treasurers by City Council appointment, after voter approval for the Council to do so.

In 1999, the voters in the City of Livermore approved a measure directing that the position of City Treasurer be a Council-appointed position. Soon after, in 2000, the City Council adopted Livermore Municipal Code section 2.13.010, which vests the City Council with the power to appoint the City Treasurer. Since that time, the Council has appointed Livermore's City Treasurer.

On January 9, 2012, the City Council adopted Resolution No. 2012-004 appointing the person holding the title of Administrative Services Director for the City of Livermore to serve as the City Treasurer for the City of Livermore. The treasury functions and powers were associated with the position of Administrative Services Director, rather than a particular person by name who may leave or be reassigned.

On April 25, 2022, the City Council adopted Resolution No. 2022-062 appointing the person holding the title of Administrative Services Director for the City of Livermore to serve as the City Treasurer for the City of Livermore after such designation had been temporarily assigned to the City's Finance Manager.

On June 23, 2025, the City Council adopted Resolution No. 2025-098 adopting the City of Livermore Investment Policy and delegating investment authority to the Administrative Services Director serving as the City Treasure for a period of twelve months to invest the City's pooled treasury funds in accordance with the Investment Policy.

On May 2, 2026, Tina Olson, the Administrative Services Director, retired, which requires City Council to appoint another position to fulfill the City's Treasurer function until the Administrative Services Director position is filled with a permanent employee.

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

1. Rescinds Resolution No. 2022-062 appointing the Administrative Services Director to fill the position of City Treasurer.

2. Appoints the person holding the title of Accounting Supervisor – General Ledger and Treasury for the City of Livermore to serve as the City Treasurer for the City of Livermore.

3. Amends the Investment Policy adopted by Resolution 2025-098 to replace all references to the "Administrative Services Director" with references to the "Accounting Supervisor – General Ledger and Treasury".

On motion of Council Member _____, seconded by Council Member _____, the City Council passed the foregoing resolution on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.19**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Anwan Baker, Library Director

SUBJECT: Resolution authorizing the execution of Project and Program Grant Agreements with Anne Giancola in the amount of $2,200, Cheza Nami Foundation, Inc. in the amount of $10,000, D'Adonis Moquette in the amount of $7,500, Livermore Filipino American Organization in the amount of $10,000, Livermore Valley Performing Arts Center in the amount of $10,000, Livermore Valley Opera in the amount of $10,000, and Shakespeare's Associates, Inc. dba SPARC Theater in the amount of $10,000, consistent with the City's Public Art Policy.

RECOMMENDED ACTION

The Commission for the Arts and staff recommend the City Council adopt a resolution authorizing the City Manager to execute the following Project and Program Grant Agreements:

1. Anne Giancola, in the amount of $2,200 for "The Stories We Draw" Projection Display.
2. Cheza Nami Foundation, Inc., in the amount of $10,000 for the Taste of Africa Festival.
3. D'Adonis Moquette, in the amount of $7,500 for a Film and Media Summit.
4. Livermore Filipino American Organization, in the amount of $10,000 a Filipino Barrio Festival.
5. Livermore Valley Performing Arts Center, in the amount of $10,000 for ArtWalk.
6. Livermore Valley Opera, in the amount of $10,000 for Opera in the Schools
7. Shakespeare's Associates, Inc. dba SPARC Theater, in the amount of $10,000 for "Shakespeare in the Vineyard".

DECISION TYPE

Administrative

SUMMARY

The Commission for the Arts administers the Project and Program Grant Program, including reviewing funding applications twice per year in March and September and providing funding recommendations to the City Council for final approval. By the deadline of March 2, 2026, (extended one day due to March 1 being a weekend) a total of ten (10) applications were received for Project and Program funds. The Commission for the Arts and staff recommend the City Council adopt a resolution approving the execution of a Project and Program Grant Agreement with each of the following seven (7) applicants:

Anne Giancola, Cheza Nami Foundation, Inc., D'Adonis Moquette, Livermore Filipino American Organization, Livermore Valley Performing Arts Center, Livermore Valley Opera, and Shakespeare's Associates, Inc. dba SPARC Theater.

DISCUSSION

In 2004, the City Council created the Public Art Fund for the purpose of funding art and cultural programming. In 2008, the City Council created the Project and Program Grant Program to provide funding from the Public Art Fund for local organizations and artists providing cultural enrichment experiences in Livermore.

The Commission for the Arts, with support from staff, administers the Project and Program Grant Program, including reviewing funding applications twice per year in March and September and providing funding recommendations to the City Council for final approval. Opportunities for funding were posted on the City website and social media.

By the deadline of March 2, 2026, (extended one day due to March 1 being a weekend) staff received a total of ten (10) applications, which were reviewed by an ad hoc committee of the Commission for the Arts. The ad hoc committee reviewed the applications and presented its funding recommendations to the full Commission at its regular meeting of March 24, 2026. The following seven applications were recommended for funding:

Agency	Project	Funds Requested	Grant Recommendation
Anne Giancola	"The Stories We Draw" Projection Display	$2,200	$2,200
Cheza Nami Foundation, Inc.	Taste of Africa Festival	$10,000	$10,000
D'Adonis Moquette	Film and Media Summit	$7,500	$7,500
Livermore Filipino American Organization	Filipino Barrio Festival	$10,000	$10,000
Livermore Valley Performing Arts Center	ArtWalk	$10,000	$10,000
Livermore Valley Opera	Opera in the Schools	$10,000	$10,000
Shakespeare's Associates, Inc. dba SPARC Theater	"Shakespeare in the Vineyard"	$10,000	$10,000

FISCAL AND ADMINISTRATIVE IMPACTS

The Project and Program Grants are funded with Public Art Fee funds (F284). Funds have been included in the FY 2025-26 and 2026-27 budgets. No further appropriation is needed at this time.

COMMUNITY PILLAR

4: Inclusive & Inviting Spaces & Places

GOAL

1: Further enhance Livermore's unique sense of place

ATTACHMENTS

1. Resolution
2. Exhibit A - Anne Giancola - Project and Program Grant Agreement
3. Exhibit B - Cheza Nami Foundation, Inc. - Project and Program Grant Agreement
4. Exhibit C - D'Adonis Moquette - Project and Program Grant Agreement
5. Exhibit D - Livermore Filipino American Organization - Project and Program Grant Agreement
6. Exhibit E - Livermore Valley Performing Arts Center - Project and Program Grant Agreement
7. Exhibit F - Livermore Valley Opera - Project and Program Grant Agreement
8. Exhibit G - Shakespeare's Associates Inc. DBA SPARC Theater - Project and Program Grant Agreement

Prepared by: Allen McFarland
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 AUTHORIZING THE EXECUTION OF PROJECT AND PROGRAM GRANT AGREEMENTS WITH ANNE GIANCOLA IN THE AMOUNT OF $2,200, CHEZA NAMI FOUNDATION, INC. IN THE AMOUNT OF $10,000, D'ADONIS MOQUETTE IN THE AMOUNT OF $7,500, LIVERMORE FILIPINO AMERICAN ORGANIZATION IN THE AMOUNT OF $10,000, LIVERMORE VALLEY PERFORMING ARTS CENTER IN THE AMOUNT OF $10,000, LIVERMORE VALLEY OPERA IN THE AMOUNT OF $10,000, AND SHAKESPEARE'S ASSOCIATES, INC. DBA SPARC THEATER IN THE AMOUNT OF $10,000, CONSISTENT WITH THE CITY'S PUBLIC ART POLICY

The City Council created the Public Art Fund for the purpose of funding public art and cultural programming consistent with the public art policy administered by the Commission for the Arts. The Project and Program Grant program was created by the City Council for use of the Public Art Fund for the purpose of encouraging programs for the cultural enrichment of the residents of, and visitors to, Livermore.

The Commission for the Arts reviews applications for the Project and Program Grant program twice per year, in March and September. The Commission for the Arts received a total of ten applications for the March 2026 cycle. Following a review of the ten applications, the Commission for the Arts recommends funding seven Project and Program applications.

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 the following Project and Program Grant Agreements.

1. Anne Giancola, in the amount of $2,200 for "The Stories We Draw" projection display, attached hereto as Exhibit A;
2. Cheza Nami Foundation, Inc., in the amount of $10,000 for the Taste of Africa Festival, attached hereto as Exhibit B;
3. D'Adonis Moquette, in the amount of $7,500 for a Film and Media Summit, attached hereto as Exhibit C;
4. Livermore Filipino American Organization, in the amount of $10,000 for the Filipino Barrio Festival, attached hereto as Exhibit D;
5. Livermore Valley Performing Arts Center, in the amount of $10,000, for ArtWalk, attached hereto as Exhibit E;
6. Livermore Valley Opera, in the amount of $10,000, for Opera in the Schools, attached hereto as Exhibit F.
7. Shakespeare's Associates, Inc. dba SPARC Theater, in the amount of $10,000, for "Shakespeare in the Vineyard".

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – Anne Giancola
Exhibit B – Cheza Nami Foundation, Inc.
Exhibit C – D'Adonis Moquette
Exhibit D – Livermore Filipino American Organization
Exhibit E – Livermore Valley Performing Arts Center
Exhibit F – Livermore Valley Opera
Exhibit G – Shakespeare's Associates, Inc. dba SPARC Theater

EXHIBIT A

AGREEMENT BETWEEN CITY OF LIVERMORE AND ANNE GIANCOLA FOR FISCAL YEAR 2025-26 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2026, between the City of Livermore, a municipal corporation ("City"), and Anne Giancola, an individual ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to hold "The Stories We Draw" video outdoor projection event ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual,

Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: "The Stories We Draw" video outdoor projection event

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* Projection show will help community members celebrate the power of art and its essential role in shaping humanity ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $2,200 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $2,200.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. 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:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Anne Giancola
Attn:
[redacted]

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its 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 Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the

amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. 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 of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of

the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. **WAIVER**

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts 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. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

EXHIBIT A

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Anne Giancola
Individual
"Grantee"

DocuSigned by:
By: Anne Giancola _____ **Dated:** 4/16/2026 | 2:39 PM PDT
552C2D71117254F3...

Print Name:_____

Title:_____

CITY OF LIVERMORE
a Municipal Corporation
"City"

By:_____ **Dated**:_____
Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...

Initial
JF

Deputy/Assistant/Senior Assistant/City Attorney

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

Docusign Envelope ID: 4B7E6B81-B07F-4F60-B8B8-5E6D7DD8F0A5

EXHIBIT A

Applicant Name: Anne Giancola

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☒ 1. Application Checklist (this page).
- ☒ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☒ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☐ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ☐ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☒ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☒ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☒ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☒ 9. Resumes/biographies of key project individuals, generally one page each.
- ☒ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☒ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☐ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

Docusign Envelope ID: 4B7E6B81-B07F-4F60-B8B8-5E6D7DD8F0A5

EXHIBIT A

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Authorized Officer's Signature

Date

Print Name of Officer signing this form

Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

3-2-26
Date

Anne Gianola
Print name of Artist signing this form

Docusign Envelope ID: 4B7E6B81-B07F-4F60-B8B8-5E6D7DD8F0A5

EXHIBIT A

Application Form - Project & Program Grants

Deadline: Han ddelivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: 3-2-26

Amount of Grant Request: $ 2600 Total Project Budget: $ 4400

Applicant/Organization: Anne Giancola

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: anne-giancola.art

Preparer's Name an dTitle: Anne Giancola, artist

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Video outdoor Projection entitled **"The Stories We Draw".**

Briefly describe the project or program for which support is requested:

Outdoor projection in Livermorium Park on the side of Peet's Coffee during the Tri-Valley Twist Cultural weekend. The event will be free and open to the public. Short video under 10 minutes that will be on the Power of Art and what it means to be human.

Number of people intended to reach: Audience: **1000** Participants: **5**

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: **June 5, 2026**

Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: **June 6, 2026**

Docusign Envelope ID: 4B7E6B81-B07F-4F60-B8B8-5E6D7DD8F0A5

EXHIBIT A

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

See next page

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

Docusign Envelope ID: 4B7E6B81-B07F-4F60-B8B8-5E6D7DD8F0A5

EXHIBIT A

1. The proposed video project builds directly on my previous work as Visual Arts and Education Manager for Livermore Valley Arts, where I conceived and produced a large-scale 360° immersive video installation titled Cosmic Odyssey. That ambitious project required complex coordination, narrative development, and the integration of visual storytelling within a fully immersive environment. Its success demonstrated both my capacity to execute technically sophisticated media projects and my commitment to creating accessible, engaging arts experiences for the public.

The Story We Draw evolves from that foundation while intentionally scaling the format to create a concise, high-impact projection designed for free public viewing. Where Cosmic Odyssey explored the vastness of space, this new project turns inward—celebrating the power of art and its essential role in shaping humanity. The concept was further energized by the dynamic December building projections of Let's Glow SF, whose colorful, accessible, and time-based presentations demonstrated how short-form public projection can captivate broad audiences.

Together, my prior immersive video work and my ongoing commitment to public arts programming directly inform the vision, feasibility, and community-centered approach of this proposed project.

2. The Story We Draw is a seven-minute visual journey through human history, told almost entirely through iconic works of art — from prehistoric cave paintings to contemporary expression. Using minimal text and powerful imagery, the projection illustrates how art has always been our way to remember, to question, to believe, and to understand what it means to be human.

The piece is designed for large-scale outdoor projection and is proposed to be shown in Livermorium Park on the side of Peet's Coffee on either Friday or Saturday evening during Twist. The event will be free and open to the public. In addition, I am plannign on the first weekend in June in order to align with the Visit Tri-Valley's Cultural event called TriValley Twist. They will help market the event.

Given the high volume of foot traffic in Downtown Livermore and the timing of the projection at approximately 9pm, when it is fully dark, I anticipate a strong public audience. The projection would run for approximately 1.5 hours on a repeating basis.

I have discussed logistics with a videographer, have reserached projector rentals, and outlined the script.

I am seeking additional supporters. and have secured half of needed funds. The video will also have an ongoing shelf life and can be presented in other venues beyond this initial showing.

3. The requested grant is a critical catalyst for bringing this project from concept to realization. These funds will directly support both the planning and implementation phases, ensuring the project is professionally produced and widely accessible to the public.

Grant support will underwrite essential rental equipment, including projection and technical infrastructure necessary to achieve high-quality visual impact. Funds will also cover labor costs for specialized technical support, installation, and project coordination to ensure seamless execution. In addition, a portion of the grant will be allocated to marketing and outreach efforts, enabling us to effectively promote the event and engage a broad and diverse audience.

Without this funding, the project's scale, quality, and public reach would be significantly limited. This grant makes it possible to deliver a compelling, professionally executed experience that maximizes community impact.

4. I will be partnering with videographer Michael rogan on this project. He is a professional videographer wth his own business call Brogan Video. He is well-known in Livermore for creating a movie called Tell Me Your Story , a 94-minite feature length film about his Tri Valley hometown of Livermore. We will fine tune the script in partnership and Mr Brogan will be creting the video. Tother we will contract for technical help on the viewing night. Mr. Brogan and myself are agreeing to work on the project at reduce labor rates.

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Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$	
Tuition/Workshop fees	$	
Other:	$	
Subtotal: Earned Revenue	**$**	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 1800	$ 400	$ 1400
Grants *(Foundations/Government other than City)*	$	$	$
City of Livermore *(other than this grant request)*	$	$	$
Other:	$	$	$
Subtotal: Contributed Income	**$**	**$**	**$**

Project & Program Grant Amount Requested	$ 2600
Total Project Support (Revenue + Income + Grant)	$ 4400

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$ 2200	
Production	$ 1900	
Administrative	$	
Other: *(describe in Notes)*	$	
Subtotal: Personnel	**$**	

General	Amount	Notes
Venue Rental	$	
Materials and Supplies	$	
Marketing and Promotion	$ 300	
Transportation	$	
Insurance	$	
Other: *(describe in Notes)*	$	
Subtotal: General	**$**	

Total Project Expenses (Personnel + General)	$ 4,400
Project Surplus (Loss) (*Total Support minus Total Expense*)	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Docusign Envelope ID: 4B7E6B81-B07F-4F60-B8B8-5E6D7DD8F0A5

EXHIBIT A

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Sponsors	Individual and business sponsors	$ 1800
In-Kind	There is no in-kind contributions	$
		$
		$
		$
		$

Requested Grant Amount: $ 2600

Cash Match Amount: $ 1800

In-kind Match Amount: $

Docusign Envelope ID: 4B7E6B81-B07F-4F60-B8B8-5E6D7DD8F0A5

EXHIBIT A

KEY INDIVIDUALS

Anne Giancola
Visual Arts and Education Manager for Livermore Valley Arts. Working artist, specializing in mural work. 2022 Alameda County Arts Leadership Awardee.
Designer and writer for "The Story We Draw" project

Michael Bruner
Videographer. Owner, Brogan Video. Creator for "The Story We Draw" video project.

Docusign Envelope ID: 4B7E6B81-B07F-4F60-B8B8-5E6D7DD8F0A5

ANNE GIANCOLA

[redacted]

Portfolio: [redacted]

Summary of Qualifications

Dynamic arts and communications professional with extensive experience curating, managing, and promoting visual and cultural arts programs. Adept at conceptualizing and executing projects that foster community engagement, inclusivity, and cultural enrichment. Skilled in program development, team leadership, and creative problem-solving, delivering innovative, high-impact results.

Professional Experience

Visual Arts and Education Manager
Livermore Valley Arts (LVA), Livermore, CA | *2014–Present*

- Curate dynamic, multi-disciplinary exhibitions at the **Bankhead Art Gallery**, showcasing diverse contemporary art and ensuring accessibility for all audiences.
- Lead all aspects of **visual arts programming**, from exhibit selection and artist coordination to receptions, art fairs, and open studio events.
- Oversee **education initiatives**, including art camps and classes, student art shows, and community cultural events; reaching thousands annually.
- Produce **ArtWalk Livermore**, a widely acclaimed festival attracting significant community and media attention and ComicCon Livermore.
- Develop and execute **marketing strategies**, creating brochures, signage, logos, postcards, and social media content to enhance engagement and brand consistency.
- Strengthen partnerships with cultural organizations, **expanding collaborations** that enrich programming and outreach.
- Manage program budgets, **consistently meeting financial goals** while maximizing artistic and community impact.

Studio Director & Co-Founder
Rollstone Studios, Fitchburg, MA | *2008–2013*

- Led **communications efforts**, including website development, social media campaigns, and media outreach, significantly increasing public engagement.

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EXHIBIT A

- Organized and curated **exhibitions and cultural events**, attracting regional recognition and fostering artistic collaboration.
- Secured funding through **grant writing and resource development**, ensuring the studio's sustainability and growth.
- Built strong relationships with **government agencies, cultural institutions, and community partners** to enhance visibility and impact.

Owner & Artist
ArtWorks | *1994–Present*

- Provide professional **design, illustration, and mural services**, specializing in commissioned artwork and art instruction.
- Maintain a thriving creative business, building **long-term client relationships** and delivering high-quality, customized projects.

Technical Skills

- **Design & Marketing:** Adobe Creative Suite (Photoshop, InDesign, Illustrator)
- **Web & Digital Tools:** Squarespace, WordPress, Google Analytics
- **Project & Business Management:** Microsoft Office Suite, Budgeting, Grant Writing

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Community Leadership & Recognition

- **Alameda County Arts Leadership Award (2022)** – Recognized for outstanding contributions to arts and culture.
- **Civic Arts Commissioner**, City of Pleasanton
- **Board Member**, Pleasanton Cultural Arts Council
- **Member**, Women's Caucus for Art (National Organization)
- **Panelist**, Berkeley Civic Arts Grants Commission
- Frequent **guest speaker and presenter**, advocating for arts accessibility and education.

Education

M.S. Applied Communications – *Fitchburg State University, 2013*
- **Graduate Student of the Year**

B.A. History – *University of California, Santa Barbara*, Honors Graduate

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EXHIBIT A

Key Achievements

- Curated **50+ exhibitions**, enhancing visibility for artists and broadening audience engagement.
- Expanded **arts education participation** through innovative curricula and inclusive initiatives.
- Developed and maintained **partnerships with 20+ cultural organizations**, expanding program reach.
- Managed **large-scale events with budgets exceeding $50,000**, consistently delivering on financial and artistic goals.

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EXHIBIT A

Michael Bruner
https://www.broganvideo.com

"I help people share their passion with the world and feel good about doing it.

I have been working professionally creating videos for ten years. It has been the greatest joy of my life to work with so many fascinating people from innumerable backgrounds on their projects, their businesses, and their families. I want Brogan Video to be a place for all people to capture, preserve, distill, and share all the passions with the world. I am fascinated with the power of the moving image and I know of no better way to speak to the world." – Michael

Brogan Video is owned and operated by Michael Bruner, a filmmaker and artist with a bachelor's degree in Theater Arts. This is his second business and the first as a solo entrepreneur. He comes from a Minnesota family with parents who are also successful entrepreneurs. He lives, works, and networks in Livermore with his wife, Samantha. He is happy to work in service to the people of the greater Bay Area.

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EXHIBIT A

EXAMPLE OF PAST PROJECT

Please click on this link to see the trailer for a past video project for which Anne Giancola was lead designer.

https://www.anne-giancola.art/services-4

Past Project for Michael Bruner:

https://www.independentnews.com/culture/film-set-in-tri-valley-premieres-at-the-vine/article_098c3fe4-5cdd-49fa-ab44-b3f7112b1e57.html

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Revised materials
received 3/5/26

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: 3-2-26

Amount of Grant Request: $ 2200 Total Project Budget: $ 4400

Applicant/Organization: Anne Giancola

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: [redacted]

Preparer's Name and Title: Anne Giancola, artist

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Video outdoor Projection entitled "**The Stories We Draw**".

Briefly describe the project or program for which support is requested:

Outdoor projection in Livermorium Park on the side of Peet's Coffee during the Tri-Valley Twist Cultural weekend. The event will be free and open to the public. Short video under 10 minutes that will be on the Power of Art and what it means to be human.

Number of people intended to reach: Audience: **1000** Participants: **5**

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: **June 5, 2026**
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: **June 6, 2026**

Docusign Envelope ID: 4B7E6B81-B07F-4F60-B8B8-5E6D7DD8F0A5

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$	
Tuition/Workshop fees	$	
Other:	$	
Subtotal: Earned Revenue	**$**	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 1800	$ 400	$ 1400
Grants *(Foundations/Government other than City)*	$	$	$
City of Livermore *(other than this grant request)*	$	$	$
Other: In kind	$ 400	$	$
Subtotal: Contributed Income	**$ 2200**	**$**	**$**

Project & Program Grant Amount Requested	$ 2200
Total Project Support (Revenue + Income + Grant)	$ 4400

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$ 1900	Please see attached sheet
Production	$ 1400	for breakdown
Administrative	$	
Other: *(describe in Notes)*	$	
Subtotal: Personnel	**$**	

General	Amount	Notes
Venue Rental	$	
Materials and Supplies	$ 800	
Marketing and Promotion	$ 300	
Transportation	$	
Insurance	$	
Other: *(describe in Notes)*	$	
Subtotal: General	**$**	

Total Project Expenses (Personnel + General)	$ 4,400
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Docusign Envelope ID: 4B7E6B81-B07F-4F60-B8B8-5E6D7DD8F0A5

EXHIBIT A

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Sponsors	Individual and business sponsors	$ 1800
In-Kind	The videographer is providing some in-kind labor for this project	$ 400
		$
		$
		$
		$

Requested Grant Amount: $ 2200

Cash Match Amount: $ 1800

In-kind Match Amount: $ 400

Docusign Envelope ID: 4B7E6B81-B07F-4F60-B8B8-5E6D7DD8F0A5

EXHIBIT A

Artistic Costs – $1,900

Artistic costs support the creative development of the project. This includes conceptual design and overall visioning; writing and refining the script; selecting music to enhance tone and pacing; researching and sourcing images; and organizing all elements into a cohesive storyline. These funds compensate for the creative expertise and time required to shape a compelling narrative and ensure the work is thoughtful, cohesive, and artistically strong.

Production Costs – $1,400

Production costs cover the technical creation and public presentation of the final piece. This includes video editing and assembly; preparing the work for large-scale outdoor projection; coordinating equipment and technical logistics; conducting outdoor testing and calibration; and providing on-site production support during the evening projections. These funds ensure the project is professionally produced and successfully delivered to the community.

EXHIBIT B

INSURANCE REQUIREMENTS

Insurance for this Agreement is waived based on an evaluation by the Risk Management Analyst and/or Risk Manager.

EXHIBIT B

AGREEMENT BETWEEN CITY OF LIVERMORE AND CHEZA NAMI FOUNDATION INC. FOR FISCAL YEAR 2026-27 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2026, between the City of Livermore, a municipal corporation ("City"), and Cheza Nami Foundation Inc., a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to coordinate and deliver a Taste of Africa Festival ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual,

Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: Host a Taste of Africa Festival

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* The Taste of Africa Festival expands equitable access to the arts by offering a free high quality cultural experience. ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. 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:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Cheza Nami
Attn: Chanel Aleta Da Rocha
[redacted]

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its 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 Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit “B” against claims that may arise from or in

connection with this Agreement and performance of the Project. 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 of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise

found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates

that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who

exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts 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. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

EXHIBIT B

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Cheza Nami Foundation
501(c)3 Non-Profit Organization
"Grantee"

Signed by:
By: _____ **Dated:** 5/4/2026 | 1:06 PM PDT
DA6CE224DA8B4FE...
Chanel Aleta Da Rocha
Community Program and Event Producer

CITY OF LIVERMORE
a Municipal Corporation
"City"

By: _____ **Dated**: _____
Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...
Initial
DEPUTY/ASSISTANT/SENIOR ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

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LIVERMORE
CALIFORNIA

Project & Program Grant

City of Livermore
Library
Commission for the Arts

Application Form, Instructions, and Checklist

Applications are due on March 1 and September 1 each year

Completed grant applications must be:

- Delivered (in person or by commercial service such as FedEx, UPS, etc.) to the Livermore Public Library c/o Commission for the Arts by 5 p.m. on March 1 and September 1, or
- Sent First Class or Priority Mail by the US Postal Service to be received at the City no later than March 1 and September 1.

Send or deliver applications to:

Livermore Public Library
1188 S. Livermore Avenue
Livermore, CA 94550
Attn: Commission for the Arts Staff Liaison

This packet contains the Application Checklist and instructions for completing the application.

Docusign Envelope ID: 7A4F51FB-30AF-8625-80B2-7CFC75877974

Applicant Name: Cheza Nami

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☑ 1. Application Checklist (this page).
- ☑ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☑ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☑ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ☑ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☑ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☑ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☑ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☑ 9. Resumes/biographies of key project individuals, generally one page each.
- ☑ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☑ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☑ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

Docusign Envelope ID: 7A4F51FB-30AF-8625-80B2-7CFC75877974

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Chanel DaRocha

Authorized Officer's Signature

March 2, 2026

Date

Chanel Aleta Da Rocha

Print Name of Officer signing this form

Community Programs & Event Producer

Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

EXHIBIT B
EXHIBIT A

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: March 2, 2026

Amount of Grant Request: $ 10,000.00 Total Project Budget: $ 97,000

Applicant/Organization: Cheza Nami

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: https://chezanami.org

Preparer's Name and Title: Chanel Aleta Da Rocha, Community Program & Event Producer

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Multidisciplinary Performing Arts (Dance & Music), Cultural Heritage Programming, and Community-Based Visual Arts

Briefly describe the project or program for which support is requested:

Taste of Africa Festival is a free, one-day outdoor cultural arts festival held in downtown Livermore on October 3, 2026, celebrating the music, dance, visual arts, and heritage of the African Diaspora. The event features live stage performances, teaching artists, local vendors, and interactive cultural programming for families. Serving an estimated 4,000 attendees and 75 participating artists and vendors, the festival expands access to diverse artistic expression while generating economic opportunity for cultural practitioners and small businesses in the Tri-Valley region.

Number of people intended to reach: Audience: 4,000 Participants: 75

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: Saturday, October 3, 2026
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: Saturday, October 3, 2026

Docusign Envelope ID: 7A4F51FB-30AF-8625-80B2-7CFC75877974

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

Cheza Nami Foundation is a Pleasanton-based 501(c)(3) nonprofit organization dedicated to promoting cultural education, community connection, and global citizenship through African and African Diaspora arts. Since its founding in 2011, Cheza Nami has used music, dance, storytelling, and visual arts to foster cross-cultural understanding, empathy, and belonging across the Tri-Valley and the greater Bay Area.

Our work centers on presenting high-quality, culturally rooted artistic experiences that are accessible to people of all ages and backgrounds. Cheza Nami has delivered over 4,000 arts programs and serves more than 20,000 individuals annually through school assemblies, artist residencies, workshops, community performances, and large-scale cultural festivals. These programs employ master artists and tradition bearers while creating meaningful public access to global cultural traditions.

The Taste of Africa Festival is Cheza Nami's signature public arts program and a direct extension of our mission. The festival brings African music, dance, visual art, and culinary traditions into a shared civic space, transforming the arts into a welcoming, family-friendly experience that encourages learning, dialogue, and celebration. Through live performances, interactive workshops, and artist showcases, the festival reflects Cheza Nami's long-standing commitment to arts education, cultural preservation, and community engagement, values that closely align with the City of Livermore's support for inclusive, vibrant cultural programming.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe.Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

The Taste of Africa Festival is an annual, one-day, free community cultural arts festival celebrating the music, dance, visual arts, and culinary traditions of Africa and the African Diaspora. The festival originated as a response to community demand for accessible, family-centered cultural programming that reflects the region's growing global diversity while strengthening shared civic identity.

The festival is planned for Livermore and held in a centrally located, publicly accessible outdoor venue, allowing residents, families, and visitors to experience professional performances, hands-on workshops, and cultural exchange in an open, welcoming environment. Programming includes live music and dance performances by local and regional artists, interactive arts

activities for children and families, artisan and cultural vendors, and food experiences that highlight African cuisines.

Implementation occurs over a 9–12 month planning period and includes artist curation, permitting, vendor coordination, accessibility planning, marketing, and community outreach. The festival is produced by Cheza Nami staff in partnership with contracted artists, cultural practitioners, volunteers, and local collaborators.

Resources required include artist fees, production and staging, sound and technical support, insurance, permits, marketing, and accessibility services. Cheza Nami provides experienced staff leadership, volunteer coordination, and in-kind administrative support. Additional funding is secured through sponsorships, grants, vendor fees, and community partnerships, ensuring the festival is fiscally responsible while remaining free and accessible to the public.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

City of Livermore grant funds will directly support the artistic and community-focused components of the Taste of Africa Festival, ensuring high-quality cultural programming that is accessible, safe, and impactful for residents and visitors.

Specifically, grant funds will be used to:

- **Compensate artists and cultural practitioners**, ensuring fair wages for musicians, dancers, and teaching artists who present performances and interactive workshops.
- **Support production and technical needs**, including staging, sound equipment, and professional production staff required to present performances at a standard appropriate for a public civic arts event.
- **Enhance accessibility and public engagement** by implementing ADA-compliant infrastructure, signage, and family-friendly programming that enable participation across ages and abilities.
- **Support outreach and marketing**, with a focus on reaching Livermore residents, families, schools, and local community organizations to maximize public participation.
- **Offset core event costs**, such as insurance and permits, which are necessary to responsibly present a free, large-scale public arts event.

By investing in these areas, City funding helps stabilize the festival's financial structure while allowing Cheza Nami to prioritize artistic excellence and public access rather than ticket revenue. This support also leverages additional resources, as City funds are matched through sponsorships, earned vendor revenue, and in-kind contributions.

Ultimately, the grant enables the Taste of Africa Festival to function as a true civic arts experience, one that celebrates cultural heritage, activates public space, supports working artists, and strengthens Livermore's reputation as a city that values inclusive, high-quality arts programming.

Docusign Envelope ID: 7A4F51FB-30AF-8625-80B2-7CFC75877974

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

The Taste of Africa Festival directly advances several core priorities outlined in the City of Livermore's artsAlive! Cultural Arts Master Plan, particularly those focused on cultural vitality, access to the arts, community engagement, and economic impact.

The festival expands equitable access to the arts by offering a free, high-quality cultural experience in a public setting, eliminating financial barriers and welcoming residents of all ages and backgrounds. Through professional performances and interactive workshops, the program supports lifelong arts learning while encouraging curiosity and appreciation for global cultural traditions.

The festival also contributes to community identity and placemaking by activating public space with vibrant arts programming that reflects Livermore's growing diversity and fosters shared civic pride. The festival creates opportunities for meaningful cross-cultural exchange, strengthening social connections through collective artistic experiences.

In addition, the festival supports local and regional artists and culture bearers by providing paid performance and teaching opportunities, reinforcing the arts as a viable and valued profession. Vendor participation and increased foot traffic further contribute to Livermore's cultural economy, aligning with artsAlive!'s emphasis on the arts as a driver of economic vitality.

By integrating artistic excellence, accessibility, and community impact, the Taste of Africa Festival exemplifies the City of Livermore's vision for the arts as an essential public good and a cornerstone of a vibrant, inclusive community.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

Barrio Fiesta / LVCPA (Weekend of Culture Alignment Partner)

Cheza Nami intends to collaborate again with Barrio Fiesta and Livermore Valley Performing Arts Center (LVCPA) as part of the broader Weekend of Culture initiative in Downtown Livermore.

In previous years, this partnership has included:

- Cross-promotional marketing through shared event calendars and regional email lists
- Coordinated scheduling to increase multi-event attendance
- Shared visibility through LVCPA communications channels
- Community cross-pollination between cultural audiences
- Logistical coordination related to downtown activation

For 2026, Cheza Nami anticipates similar collaboration including coordinated marketing exposure and shared audience development efforts. While financial contributions are not

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currently confirmed, the in-kind marketing visibility and alignment with established downtown cultural programming significantly increase event reach and community impact.

Estimated in-kind marketing and promotional value: $2,000–$3,000 (based on comparable regional event marketing exposure and audience reach).

Chanel Aleta Presents (In-Kind Event Production Partner)

Chanel Aleta Presents will provide in-kind professional event production services to support the planning and execution of the Taste of Africa Festival. This includes:

- Project management and production oversight
- Vendor coordination and contract negotiation
- Budget development and financial tracking
- Sponsorship outreach strategy
- Marketing direction and content support
- Onsite event execution management

Estimated fair market value of contributed services: $5,000–$7,500.

This in-kind support ensures professional execution standards and reduces administrative overhead costs to the Cheza Nami Foundation.

Volunteer & Community Support (Projected)

Cheza Nami anticipates mobilizing 15–20 community volunteers for event-day operations, including:

- KidZone facilitation
- Setup and breakdown
- Artist hospitality
- Vendor check-in
- Audience engagement

Estimated volunteer contribution:
20 volunteers × 6 hours × $25/hour = $3,000 in-kind labor value.

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 0	Free Admission
Tuition/Workshop fees	$ 0	
Other:	$ 10,000	Vendor Fees + Merchandise
Subtotal: Earned Revenue	$ 10,000	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 35,000	$ 15,000	$ 20,000
Grants *(Foundations/Government other than City)*	$ 40,000	$ 10,000	$ 30,000
City of Livermore *(other than this grant request)*	$ 0	$ 0	$ 0
Other:	$	$	$
Subtotal: Contributed Income	$ 75,000	$	$

Project & Program Grant Amount Requested	$ 10,000
Total Project Support (Revenue + Income + Grant)	$

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$ 45,000	Main stage, cultural performers, teaching artists
Production	$ 30,000	Stage rental, sound engineering, lightning, technical crew, backline support, power distribution, and equipment rental
Administrative	$ 10,000	Event Coordination, project management, accounting, on-site staff supervison
Other: *(describe in Notes)*	$ 0	
Subtotal: Personnel	$ 85,000	

General	Amount	Notes
Venue Rental	$ 0	City Plaza provided at no cost
Materials and Supplies	$ 5,000	Signage, barricades, craft supplies, tents, tables and equipment rentals
Marketing and Promotion	$ 7,000	Graphic Design, printing, digital advertising, comunity outreach materials
Transportation	$ 3,000	Artist transportation, equipment transport, load-in/load-out logistics
Insurance	$ 1,200	General liability event insurance
Other: *(describe in Notes)*	$ 7,840	Security, Sanitation, and permits
Subtotal: General	$ 24,040	

Total Project Expenses (Personnel + General)	$ 97,000
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Docusign Envelope ID: 7A4F51FB-30AF-8625-80B2-7CFC75877974

CHEZA NAMI
Cultural Diversity in Communities

Organizational Summary

Cheza Nami Foundation is a 501c3 non-profit organization (EIN # [redacted] whose mission is to promote cultural education and diversity awareness to learning institutions, corporations and communities that focus on fostering a more congenial relationship among its members. We envision a culturally diverse world where individuals of all ages and nationalities can embrace the concept of global citizenship and understand the fundamental interconnectedness of all things.

Cheza Nami is well versed in providing cultural programs. We also provide other activities to community organizations and schools while addressing educational and social needs that help foster community building, global citizenship, and personal enrichment. With over 10 years of successful programming experience, We have provide the following types of projects to date:

- The Cultural Arts & Learning (CAL) Assemblies for preK-12
- Youth Outreach and engagement (YEP) and Artist in Schools residency programs at preK-12 school sites
- Intergenerational Community engagement programs & Festivals (like the Annual Taste of Africa Festival in Livermore & Pleasanton)
- Diversity and Culture Camp (weeklong summer camps for youths of all ages and abilities)
- Library Programs, which promote YA (Young Adult) literature
- Corporate and community Diversity Awareness and Drumming Circles
- Virtual School and Community engagement and connection programs (COVID-19 social distanced programs)

We believe that as the ambassadors of African culture, we must be fully engaged in telling our cultural story in a meaningful way that can enrich our communities and provide educational, cultural awareness programs to our citizens that is inclusive and allows all members of our community to celebrate one another.

Our arts and cultural priorities include:

- Celebration of diverse cultures
- Using the arts to address complex social issues such as racial inequalities and inequities
- Health and wellness of the community and,
- Economic sustainability for local cultural artists

Our arts and cultural priorities have been gradually refined after a decade's worth of fieldwork and input from participants in our events, engagement with educators and community leaders as well as response from our most successful programs. Our priorities are also born from our individual needs and gaps identified by ourselves as community members. Cheza Nami was born by the need to provide
programming that was missing for immigrant communities and their families. We came about as a solution to the lack of programming that spoke to us as minorities, for us, and by us. We aspire that by filling this gap for ourselves, we are providing a much needed service for other families

Docusign Envelope ID: 7A4F51FB-30AF-8625-80B2-7CFC75877974

CHEZA NAMI
Cultural Diversity in Communities

such as ours. In Filling this gap, we are also providing a service that can unite our communities, irrespective
of background.

Collectively, Cheza Nami's programs have kick started the Bay Area community's global awareness and brought a heightened sense of self-expression and creative thought processes. The organization has an established solid presence in the Tri-Valley through its partnerships with local school districts and cultural organization and is considered a thought leader in cultural, diversity and global citizenship issues for public and private institutions alike. We have served over 75, 000 people of all ages from around California since our founding in 2011. We have brought our innovative programming across northern California, reaching out to communities in the counties of Alameda, Contra Costa, San Francisco, San Mateo, Marin, Soan Joaquin, Monterey and Santa Cruz. Our program with the greatest impact is our Cultural Arts and Learning (CAL) Assembly program, which brings African music, dance, and facilitated discussions of diversity awareness and inclusion to schools in the K-12 Schools.

Signed:

Catherine Ndungu-Case
Founder and Board President, Cheza Nami

Docusign Envelope ID: 7A4F51FB-30AF-8625-80B2-7CFC75877974

Cheza Nami Foundation

Board of Directors (Current as of 2026)

CIIKU (CATHERINE) NDUNGU-CASE

Founder & President
Term: 2011–Present

Catherine "Ciiku" Ndungu-Case founded Cheza Nami Foundation in 2011 after recognizing the need for accessible multicultural arts programming in the Tri-Valley region. Raised in rural Kenya, she was shaped by a childhood rooted in culture, community, and intergenerational traditions. The birth of her twins in 2007 strengthened her commitment to preserving African heritage while building bridges across communities.

Ciiku holds a Master's degree in Cell and Molecular Biology and began her career in drug development in 2000. She currently serves in a strategic leadership role in portfolio management at a global pharmaceutical company. Her expertise in strategic planning, operational execution, and governance provides strong executive oversight for the organization.

Under her leadership, Cheza Nami has produced cultural arts festivals, youth assemblies, artist residencies, and community programming throughout the Bay Area. Her work has been featured on CBS News, TEDx Livermore, Oakland Magazine, and Contra Costa publications.

TARISAI GARANDE

Director
Term: 2014–Present

Tarisai Garande is a global strategist with nearly 25 years of experience across corporate, consultancy, and government sectors. She currently serves in Apple's Global Real Estate & Development division, where she leads high-impact strategic initiatives.

She holds an Executive MBA from IE Business School, a Master of Science in Environmental Technology from Imperial College London, and a Bachelor of Science in Environmental Science from Kingston University. Tarisai co-founded a nonprofit focused on advancing African technology globally.

On the board, she provides governance leadership, operational strategy, and long-range sustainability planning.

Docusign Envelope ID: 7A4F51FB-30AF-8625-80B2-7CFC75877974

MASSANDA D'JOHNS, CPA

Treasurer
Term: 2019–Present

Massanda D'Johns is a Certified Public Accountant with 17 years of experience in public accounting, audit, and financial reporting across nonprofit, government, and private sectors. She earned her degree in Business Economics with an emphasis in Accounting from the University of California, Santa Barbara.

As Treasurer, Massanda oversees financial compliance, internal controls, and fiscal accountability. Her expertise ensures the organization maintains transparent reporting and responsible financial stewardship.

She has also served in leadership roles with the San Francisco Chapter of the National Association of Black Accountants (NABA) and supports several Bay Area nonprofits through philanthropic service.

MINA MANGEWALA

Director, Program Oversight
Term: 2016–Present

Mina Mangewala serves as the Visual and Performing Arts Teacher on Special Assignment (VAPA TOSA) for Hayward Unified School District. With 19 years of classroom teaching experience, she leads districtwide initiatives to expand equitable access to arts education.

Mina was part of the original planning team for the district's Visual & Performing Arts Master Plan and continues to coordinate implementation efforts. She has successfully partnered with outside organizations to bring teaching artists into schools and expand professional development for arts educators.

Her lived experience as a practitioner of African Diaspora dance and capoeira informs her role in overseeing program quality, youth engagement strategy, and educational partnerships.

JOHN CASE

Director & Marketing Chair
Term: 2014–Present

John Case brings over 22 years of experience in pharmaceutical sales, marketing, and corporate training. He holds a graduate degree in Business and Marketing.

As Marketing Chair, John provides strategic guidance on audience development, sponsorship positioning, and brand messaging. He is also an active youth sports coach and engaged community member.

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John has supported Cheza Nami's mission since its early years, contributing to its growth and visibility across the Tri-Valley region.

ANN M. KARIUKI, JD

Director & Legal Counsel
Term: 2019–Present

Ann Kariuki is a civil litigation attorney admitted to the California Bar and the U.S. District Court for the Northern District of California. She earned her Bachelor of Arts from the University of California, Santa Barbara, and her Juris Doctor from the University of San Francisco School of Law.

Her legal experience spans mediation, discovery, and trial representation for plaintiffs and defendants, including Fortune 500 companies and small businesses. Ann provides legal oversight, contract review, and risk management guidance to Cheza Nami.

She has also provided extensive pro bono legal services throughout the Bay Area.

JASON GOECKE

Director, Technical Advisor
Term: 2021–Present

Jason Goecke is an entrepreneur and technologist with leadership experience in AI, cloud communications, and digital collaboration platforms. He co-founded Tropo (acquired by Cisco) and later held senior leadership roles advancing Cisco's collaboration technologies.

Jason also serves on the board of ISKME (Institute for the Study of Knowledge Management in Education). At Cheza Nami, he advises on digital infrastructure, platform strategy, workflow systems, and technical integration. He has also served as official photographer for Taste of Africa.

Staff Leadership (For Capacity Reference)

While not board members, the following staff support operational execution:

DANDHA DA HORA

Artistic Director
Since 2016

Brazilian-born master dancer, vocalist, and cultural educator. Oversees artistic direction, artist residencies, and cultural programming integrity.

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PIWAI

Director, Development & Programs
Since 2023

Zimbabwean-born recording artist and strategist overseeing fundraising, program development, and community partnerships.

CHANEL ALETA DA ROCHA

Director of Community Programs & Event Producer
Since 2025

Chanel Aleta Da Rocha leads large-scale event production and operational execution for Cheza Nami, including the Taste of Africa Festival. With a background in corporate strategy, operations, and event production, she oversees budgeting, vendor management, risk mitigation, sponsorship development, and cross-sector coordination.

She brings expertise in large-scale cultural event production, ensuring fiscal discipline, logistical precision, and high-quality community engagement.

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Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 0	Free Admission
Tuition/Workshop fees	$ 0	
Other:	$ 10,000	Vendor Fees + Merchandise
Subtotal: Earned Revenue	$ 10,000	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 35,000	$ 15,000	$ 20,000
Grants *(Foundations/Government other than City)*	$ 40,000	$ 10,000	$ 30,000
City of Livermore *(other than this grant request)*	$ 0	$ 0	$ 0
Other:	$	$	$
Subtotal: Contributed Income	$ 75,000	$	$

Project & Program Grant Amount Requested	$ 10,000
Total Project Support (Revenue + Income + Grant)	$

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$ 45,000	Main stage, cultural performers, teaching artists
Production	$ 30,000	Stage rental, sound engineering, lightning, technical crew, backline support, power distribution, and equipment rental
Administrative	$ 10,000	Event Coordination, project management, accounting, on-site staff supervison
Other: *(describe in Notes)*	$ 0	
Subtotal: Personnel	$ 85,000	

General	Amount	Notes
Venue Rental	$ 0	City Plaza provided at no cost
Materials and Supplies	$ 5,000	Signage, barricades, craft supplies, tents, tables and equipment rentals
Marketing and Promotion	$ 7,000	Graphic Design, printing, digital advertising, comunity outreach materials
Transportation	$ 3,000	Artist transportation, equipment transport, load-in/load-out logistics
Insurance	$ 1,200	General liability event insurance
Other: *(describe in Notes)*	$ 7,840	Security, Sanitation, and permits
Subtotal: General	$ 24,040	

Total Project Expenses (Personnel + General)	$ 97,000
Project Surplus (Loss) (*Total Support minus Total Expense*)	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

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CHEZA NAMI
Cultural Diversity in Communities

Organizational Summary

Cheza Nami Foundation is a 501c3 non-profit organization (EIN # [redacted] whose mission is to promote cultural education and diversity awareness to learning institutions, corporations and communities that focus on fostering a more congenial relationship among its members. We envision a culturally diverse world where individuals of all ages and nationalities can embrace the concept of global citizenship and understand the fundamental interconnectedness of all things.

Cheza Nami is well versed in providing cultural programs. We also provide other activities to community organizations and schools while addressing educational and social needs that help foster community building, global citizenship, and personal enrichment. With over 10 years of successful programming experience, We have provide the following types of projects to date:

- The Cultural Arts & Learning (CAL) Assemblies for preK-12
- Youth Outreach and engagement (YEP) and Artist in Schools residency programs at preK-12 school sites
- Intergenerational Community engagement programs & Festivals (like the Annual Taste of Africa Festival in Livermore & Pleasanton)
- Diversity and Culture Camp (weeklong summer camps for youths of all ages and abilities)
- Library Programs, which promote YA (Young Adult) literature
- Corporate and community Diversity Awareness and Drumming Circles
- Virtual School and Community engagement and connection programs (COVID-19 social distanced programs)

We believe that as the ambassadors of African culture, we must be fully engaged in telling our cultural story in a meaningful way that can enrich our communities and provide educational, cultural awareness programs to our citizens that is inclusive and allows all members of our community to celebrate one another.

Our arts and cultural priorities include:

- Celebration of diverse cultures
- Using the arts to address complex social issues such as racial inequalities and inequities
- Health and wellness of the community and,
- Economic sustainability for local cultural artists

Our arts and cultural priorities have been gradually refined after a decade's worth of fieldwork and input from participants in our events, engagement with educators and community leaders as well as response from our most successful programs. Our priorities are also born from our individual needs and gaps identified by ourselves as community members. Cheza Nami was born by the need to provide
programming that was missing for immigrant communities and their families. We came about as a solution to the lack of programming that spoke to us as minorities, for us, and by us. We aspire that by filling this gap for ourselves, we are providing a much needed service for other families

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CHEZA NAMI
Cultural Diversity in Communities

such as ours. In Filling this gap, we are also providing a service that can unite our communities, irrespective
of background.

Collectively, Cheza Nami's programs have kick started the Bay Area community's global awareness and brought a heightened sense of self-expression and creative thought processes. The organization has an established solid presence in the Tri-Valley through its partnerships with local school districts and cultural organization and is considered a thought leader in cultural, diversity and global citizenship issues for public and private institutions alike. We have served over 75, 000 people of all ages from around California since our founding in 2011. We have brought our innovative programming across northern California, reaching out to communities in the counties of Alameda, Contra Costa, San Francisco, San Mateo, Marin, Soan Joaquin, Monterey and Santa Cruz. Our program with the greatest impact is our Cultural Arts and Learning (CAL) Assembly program, which brings African music, dance, and facilitated discussions of diversity awareness and inclusion to schools in the K-12 Schools.

Signed:

Catherine Ndungu-Case
Founder and Board President, Cheza Nami

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EXHIBIT B
EXHIBIT A

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 27 2011

CHEZA NAMI FOUNDATION INC
C/O CATHERINE NDUNGU-CASE
[redacted]

Employer Identification Number:
[redacted]
DLN:
[redacted]
Contact Person:
DEL TRIMBLE ID# [redacted]
Contact Telephone Number:
[redacted]
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 6, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter [redacted] (DO/CG)

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EXHIBIT B
EXHIBIT A

727



Cheza Nami
Published by Diana Weeks · August 30, 2021 ·

— with Kirix Choma.

Edit

Like Comment Share

Comment as Cheza Nami

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FEATURED

Cheza Nami Foundation Serves Up A Taste of Africa in Livermore

Oct 6, 2021

An African dancer delights the audience with a lively performance in front of the Bankhead Theater during Taste of Africa, Saturday, Oct. 2. The event was put on by Cheza Nami Foundation, thanks in part to a $10,000 grant from the City of Livermore, and featured several Bay Area professional African performance groups. (Photo – Doug Jorgensen)

1 of 8



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A Taste of Africa, Barrio Fiesta bring weekend of culture to Bankhead Plaza

Two days of performers, vendors, games and other activities taking over downtown Livermore

by Cierra Bailey October 1, 2025 7:33 am



A Taste of Africa festival returns for its 13th year this weekend in Livermore. (Photo courtesy Cheza Nami)



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EXHIBIT B
EXHIBIT A
731



Music, dance, performances celebrating Filipino culture entertain audiences at Barrio Fiesta. (Photo courtesy Livermore Fil-Am)



A Taste of Africa exposes festival attendees to various cultures within the African diaspora. (Photo courtesy

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EXHIBIT B
EXHIBIT A
732

Cheza Nami)



The Barrio Fiesta features a "SkratchFight" turntable community session. (Photo courtesy Livermore Fil-Am)



Performances will take place on the main stage throughout the entire day at A Taste of Africa this Saturday. (Photo courtesy Cheza Nami)

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Food vendors representing various cultures will be on-site at both Barrio Fiesta and A Taste of Africa this weekend. (Photo courtesy Livermore Fil-Am)

The first weekend of October is kicking off with a bang as back-to-back events are taking over the Bankhead Plaza downtown Livermore, celebrating the African diaspora and Filipino-American culture.

A Taste of Africa returns for its 13th year this Saturday (Oct 4). The event hosted by nonprofit Cheza Nami invites the community each year to experience a glimpse of African history and customs through food, dance, educational activities and music.

"Having access to culture that we typically wouldn't see unless we traveled to all of these different countries — and being of African descent myself — it's really important to have that closeness to heritage," Cheza Nami founder Ciiku Ndungu-Case told Livermore Vine in an interview.

"And it's so wonderful to see other families year over year bring their little ones and we're now seeing some of those little ones that are coming back volunteering or performing and just kind of taking charge of keeping the traditions alive," she added.

While the family-friendly, all-day event is set to bring back its annual traditions including face-painting for children, an African marketplace and art displays, Ndungu-Case said that this year's event will also feature pop-up

dance workshops on the main stage throughout the day dubbed the Moving Together Studio.

"All day, we will have master teachers who are sharing their own individual cultures and the community is welcome to come and be in an open air dance studio to try out different dance styles of different traditions of the African diaspora," Ndungu-Case said, adding that the workshops are open to all ages and prior dance experience is not required.

A Taste of Africa is also bringing back its popular Kid Zone with a reading corner, crafts and interactive instrument exploration. The activities in the Kid Zone are facilitated by youth volunteers from the Pleasanton Unified School District, Ciiku Ndungu-Case said.

The festival itself is scheduled to run from 10 a.m. to 6 p.m. Saturday; however, Ndungu-Case said the celebration doesn't end there. An after party is set to take place just down the street at Little India Restaurant & Bar immediately following the close of the festival.

Folks have a few hours to go home and get some sleep before the party continues into the next day with the Barrio Fiesta hosted by the Livermore Filipino-American Organization.

Although they are separate events hosted by different organizations, A Taste

of Africa and Barrio Fiesta share a number of resources including staging and equipment rentals in the interests of cost savings and community collaboration as well as to help make the quick transition from one event to the next as smooth as possible.

In celebration of Filipino-American History Month, Barrio Fiesta is "the biggest, brightest, and only celebration of the Filipino American community in the Tri-Valley area," according to Livermore Fil-Am's website.

Like A Taste of Africa, Barrio Fiesta is free and family-friendly. This year's festival is scheduled from 10 a.m. to 8 p.m. Sunday (Oct. 5).

Community organizer and Livermore Fil-Am president Arthur Barinque — who is also contracted by the Bankhead to help produce and facilitate events — told Livermore Vine that attendees can anticipate many of the activities from past years back again this year, including performances, a mobile skate park, break dancing competition, a scavenger hunt and of

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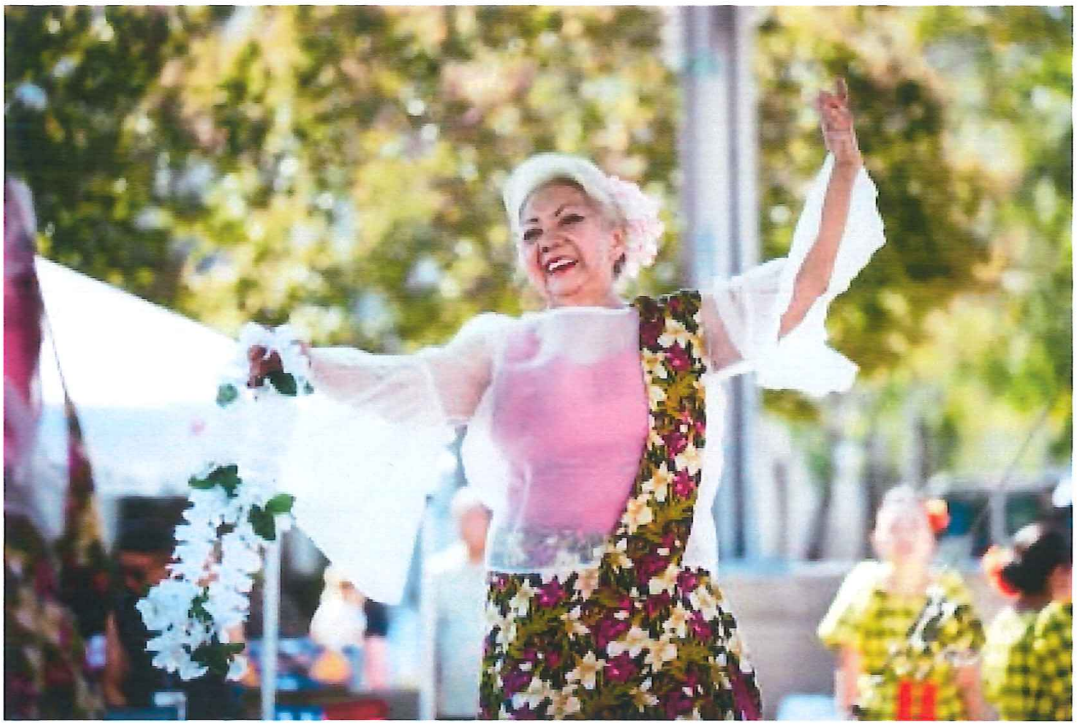
mobile skate park, break dancing competition, a scavenger hunt and of course a vendor market featuring food, crafts, games, educational materials and other offerings.

"This is the first year that Livermore Fil-Am is actually producing, without the help of the Bankhead, etc., and we've been able to get sponsorships to keep this afloat and grants and I'm just thankful that that is coming in," Barinque said of the community support that is helping bring Barrio Fiesta to life this year.

The event will take place in the Bankhead Plaza and expand to the adjacent parking lot, creating more room for new vendors, according to Barinque.

Attendees come to Barrio Fiesta from all over the Bay Area, but Barinque said he hopes to draw a lot more Tri-Valley residents to the event this year.



Livermore's Filipino Barrio Fiesta is billed by organizers as "the biggest, brightest, and only celebration of the Filipino American community in the Tri-Valley." (Photo courtesy Livermore Fil-Am)

"I really want to focus on the Tri-Valley and bringing the Tri-Valley out because it's local for everyone, they don't have to go so far," Barinque said, adding that there are many Filipino-American History Month celebrations spread across other communities. "I really want to activate the locals because that's what's going to drive this thing home," he added.

While expressing excitement for another packed weekend of events, Ndungu-Case also acknowledged the financial challenges the arts community and the nonprofit world have been faced with and how these cherished celebrations could be impacted.

"The future of cultural programs as we know it — we don't know what that future looks like," she said. "This year was especially difficult for us to be

able to pull it through and we don't know what next year holds. So, we hope that we can rely on the support of community members who see the value in public programming and cultural programs in our communities and that they'd be willing to come and partner with us to continue this tradition."

More information about A Taste of Africa is available at chezanami.org and additional details about Barrio Fiesta can be found at livermorefilam.org.

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'A Taste of Africa e'

Cheza Nami cultural celebratio

by **Jeremy Walsh / Pleasanton Weekly**

Uploaded: Tue, Sep 28, 2021, 2:18 pm

The Cheza Nami Foundation is leading a celebration of African cultures in the Tri-Valley on Saturday with its annual "A Taste of Africa in the Heart of Livermore" event.

The family-friendly celebration from 10 a.m. to 6 p.m. outside the Bankhead Theater will include entertainment, food and educational activities promoting cultures of Africa and the African diaspora.

"From an African Gojo Hut exhibit, to a reading library, the event features various forms of art, outdoor musical and dance performances, a Kids Zone equipped with hands-on learning experiences, musical instrument exploration, arts and crafts, face painting and so much more," organizers said.

Attendees can participate in the range of activities on the Shea Homes Plaza lawn area directly in front of the Bankhead Theater in downtown Livermore.

Entry to the event is free, while any proceeds or donations from the event will go toward supporting local Bay Area youth outreach programs, organizers said.

Cheza Nami -- a term from Swahili for "come play with me" -- is a nonprofit organization that encourages diversity awareness through a play-based approach to cultural education.

To learn more about "A Taste of Africa," visit livermorearts.org or chezanami.org.

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Supplemental
Information received
3/5/26

Taste of Africa Festival

Cultural Artist & Dance Company Bios

Diamano Coura West African Dance Company (West Africa)

Founded in 1975 by master artists Zak Diouf (Senegal) and Naomi Washington Diouf (Liberia), Diamano Coura West African Dance Company is one of the Bay Area's most respected African arts institutions. Based at the Malonga Casquelourd Center for the Arts in Oakland, Diamano Coura is a nonprofit cultural organization dedicated to the preservation, education, and presentation of traditional West African music, dance, theater, and folklore.

The company's mission is to provide global audiences access to the richness of indigenous African cultural traditions through professional classes, performances, and community engagement. Drawing from the traditions of Senegal, Guinea, Mali, Liberia, and Côte d'Ivoire, Diamano Coura's work reflects generations of trained dancers, musicians, actors, singers, stilt walkers, and visual artists.

For nearly 50 years, the company has performed extensively across the United States, Canada, and Europe and has toured internationally throughout West Africa, the Netherlands, and Belgium. Diamano Coura also collaborated with the San Francisco Ballet to create *Lambarena*, an innovative work blending West African dance with European ballet, which toured internationally from 1993–1998. Through performances, educational programming, and cultural festivals such as Collage des Cultures Africaines, Diamano Coura continues to serve as a vital cultural bridge connecting African traditions with global audiences.

Fua Dia Congo (Congolese)

Founded in 1977 by legendary Congolese master artist Malonga Casquelourd, Fua Dia Congo is a leading cultural organization dedicated to preserving the dance, music, and traditions of the historic Kongo Kingdom, including regions of the Republic of Congo, Democratic Republic of Congo, Angola, and Gabon.

Guided by the Kikongo proverb "Wa Dia Fua Yika Dio" — "What you inherit, you must add value to," the organization has spent nearly five decades sharing Central African cultural traditions through performance, education, and community programming.

Following the passing of Malonga Casquelourd, the organization continues under the leadership of his artistic lineage and community collaborators. Fua Dia Congo offers dance and music instruction, hosts 10-day cultural intensives in California and Hawai'i, and organizes community events such as MalongaFest, a multidisciplinary arts festival honoring the legacy of its founder

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while raising awareness about humanitarian issues impacting the Congo. Through its work, the organization remains a cornerstone of the African cultural arts community in the San Francisco Bay Area.

African Queens Dance Company (Pan-African)

Founded in 1989 by artistic director and choreographer Leslie Carter, the African Queens Dance Company has become one of Oakland's most beloved youth cultural institutions. Carter's vision was not only to train excellent dancers, but to mentor and empower young women to become leaders in their communities.

For more than 35 years, the company has provided young dancers with training rooted in African and African Diaspora dance traditions while emphasizing education, discipline, and community leadership. The African Queens have performed throughout the Bay Area at major cultural events including Festival at the Lake in Oakland and the prestigious San Francisco Ethnic Dance Festival.

In 2002 and 2007, the company was invited by the Chinese government to perform in Beijing's International Tourism Festival, representing the United States and African Diaspora culture on a global stage. Today, generations of African Queens alumni have gone on to graduate from college, teach in schools, pursue careers in public service, and establish their own arts organizations—continuing the legacy of leadership and cultural excellence established by Leslie Carter.

Estrela do Samba (Brazil)

Estrela do Samba is a Bay Area ensemble devoted to celebrating the vibrant traditions of Afro-Brazilian samba. Through energetic performances that combine percussion, dance, and carnival traditions, the group highlights the deep African cultural roots that shape Brazil's musical heritage. Estrela do Samba shares these traditions through community performances, cultural festivals, and educational programs that invite audiences to experience the joy, movement, and collective spirit of samba.

Moto Band (Congo & Beyond)

Moto Band is a dynamic musical ensemble rooted in the rhythmic traditions of the Congo Basin and the broader African Diaspora. Featuring master percussionists and multi-instrumentalists, the group blends traditional African rhythms with contemporary influences to create vibrant performances that celebrate the diversity of African music. Their work reflects the enduring cultural connections between African communities and global audiences.

SambaTama (Senegal)

SambaTama is a Senegalese cultural ensemble that shares the powerful dance and drumming traditions of West Africa through immersive performances and educational programming. The

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group's performances feature traditional percussion, expressive dance, and storytelling that reflect the cultural vibrancy of Senegalese community life.

Samba Ngo & Mandjou Kone Band (Congo / Mali / Burkina Faso)

Led by master artists from Central and West Africa, Samba Ngo & the Mandjou Kone Band blends musical traditions from Congo, Mali, and Burkina Faso into dynamic performances that highlight the rich diversity of African musical expression. Their performances feature traditional instruments, vibrant percussion, and powerful vocals that celebrate the shared cultural heritage of African communities.

Duniya Band (West Africa & USA)

Duniya Band is an internationally recognized ensemble that brings together musicians from West Africa and the United States to create a vibrant fusion of traditional African rhythms and contemporary global sounds. Through performances that blend traditional instruments with modern musical styles, the group celebrates cross-cultural collaboration and the universal power of music to connect communities.

Sambada (Brazil)

For more than two decades, Sambada has been known for its electrifying performances celebrating Afro-Brazilian music and dance traditions. The band draws inspiration from traditional rhythms such as maracatu, samba, and Afro-Brazilian percussion, blending them with contemporary influences to create powerful, high-energy performances. Sambada has toured extensively across the United States and internationally, sharing the rich cultural heritage of Brazil's African diaspora through music, dance, and community celebration.

Cheza Nami Ensemble (Kenya, Mali/Burkina Faso, Senegal & Brazil)

The Cheza Nami Ensemble is the performing arts arm of Cheza Nami Foundation, a Bay Area nonprofit dedicated to celebrating African and African Diaspora arts, culture, and community. The ensemble brings together dancers, musicians, and cultural artists who share traditional and contemporary performance rooted in the diverse cultural traditions of Africa and the Diaspora.

Through performances, festivals, workshops, and community programs, the Cheza Nami Ensemble creates opportunities for audiences to experience African dance, music, and storytelling in ways that are accessible, educational, and celebratory. The ensemble regularly performs at community festivals, cultural events, and educational programs throughout the Bay Area, helping to preserve traditional art forms while inspiring new generations of artists and audiences.

The group's performances emphasize the communal spirit of African cultural traditions, inviting audiences to experience the power of music and movement as tools for connection, celebration, and cultural understanding.

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supplemental information
received on 3/5/26

Cheza Nami Foundation

Board of Directors (Current as of 2026)

CIIKU (CATHERINE) NDUNGU-CASE

Founder & President
Term: 2011–Present

Catherine "Ciiku" Ndungu-Case founded Cheza Nami Foundation in 2011 after recognizing the need for accessible multicultural arts programming in the Tri-Valley region. Raised in rural Kenya, she was shaped by a childhood rooted in culture, community, and intergenerational traditions. The birth of her twins in 2007 strengthened her commitment to preserving African heritage while building bridges across communities.

Ciiku holds a Master's degree in Cell and Molecular Biology and began her career in drug development in 2000. She currently serves in a strategic leadership role in portfolio management at a global pharmaceutical company. Her expertise in strategic planning, operational execution, and governance provides strong executive oversight for the organization.

Under her leadership, Cheza Nami has produced cultural arts festivals, youth assemblies, artist residencies, and community programming throughout the Bay Area. Her work has been featured on CBS News, TEDx Livermore, Oakland Magazine, and Contra Costa publications.

TARISAI GARANDE

Director
Term: 2014–Present

Tarisai Garande is a global strategist with nearly 25 years of experience across corporate, consultancy, and government sectors. She currently serves in Apple's Global Real Estate & Development division, where she leads high-impact strategic initiatives.

She holds an Executive MBA from IE Business School, a Master of Science in Environmental Technology from Imperial College London, and a Bachelor of Science in Environmental Science from Kingston University. Tarisai co-founded a nonprofit focused on advancing African technology globally.

On the board, she provides governance leadership, operational strategy, and long-range sustainability planning.

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MASSANDA D'JOHNS, CPA

Treasurer
Term: 2019–Present

Massanda D'Johns is a Certified Public Accountant with 17 years of experience in public accounting, audit, and financial reporting across nonprofit, government, and private sectors. She earned her degree in Business Economics with an emphasis in Accounting from the University of California, Santa Barbara.

As Treasurer, Massanda oversees financial compliance, internal controls, and fiscal accountability. Her expertise ensures the organization maintains transparent reporting and responsible financial stewardship.

She has also served in leadership roles with the San Francisco Chapter of the National Association of Black Accountants (NABA) and supports several Bay Area nonprofits through philanthropic service.

MINA MANGEWALA

Director, Program Oversight
Term: 2016–Present

Mina Mangewala serves as the Visual and Performing Arts Teacher on Special Assignment (VAPA TOSA) for Hayward Unified School District. With 19 years of classroom teaching experience, she leads districtwide initiatives to expand equitable access to arts education.

Mina was part of the original planning team for the district's Visual & Performing Arts Master Plan and continues to coordinate implementation efforts. She has successfully partnered with outside organizations to bring teaching artists into schools and expand professional development for arts educators.

Her lived experience as a practitioner of African Diaspora dance and capoeira informs her role in overseeing program quality, youth engagement strategy, and educational partnerships.

JOHN CASE

Director & Marketing Chair
Term: 2014–Present

John Case brings over 22 years of experience in pharmaceutical sales, marketing, and corporate training. He holds a graduate degree in Business and Marketing.

As Marketing Chair, John provides strategic guidance on audience development, sponsorship positioning, and brand messaging. He is also an active youth sports coach and engaged community member.

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Director & Legal Counsel
Term: 2019–Present

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Staff Leadership (For Capacity Reference)

While not board members, the following staff support operational execution:

DANDHA DA HORA

Artistic Director
Since 2016

Born and raised in Salvador, Bahia, Dandha Da Hora, a resident of Santa Cruz has been a member of Ilê Aiyê, one of Brazil's most important musical and cultural institutions, since she was 6 years old. In her teaching, as well as in her performances, Dandha invokes the

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incredible spirit of Salvaldor, Bahia, Brazil and of Ilê Aiyê. A master dancer and dance teacher, as well as vocalist and percussionist, Dandha honors the incredible gifts of her culture every time she performs. As a lead dancer with Ilê Aiyê and one of the lead vocalists of music group SambaDá (based in Santa Cruz, CA), Dandha has shared the stage with Brazilian stars such as Caetano Veloso, Gilberto Gil and Daniela Mercury. She currently teaches classes in the San Francisco Bay Area, and gives workshops around the country, as well as performing with the band SambaDá. Dandha currently serves as the organization's artistic director managing our partner artists

PIWAI

Director, Development & Programs
Since 2023

Piwai is a Zimbabwean-born vocalist, mbira player, and captivating performer whose hypnotic sound blends jazz, reggae, folk, and traditional African rhythms. Known for her soulful voice and genre-fusing melodies, she has performed for audiences around the world and frequently collaborates with 3-time Grammy winner Fantastic Negrito, playing percussion on his Grammy-winning album *Last Days of Oakland*.

Influenced by Southern African musical traditions and gospel from an early age, Piwai has studied under master percussionists Yagbe Onilu and Butch Haynes.

Beyond the stage, she is an experienced scientist in the biotechnology industry with expertise in research and development, molecular biology, and data analytics. She holds a Biology degree from Prairie View A&M University, completed postgraduate studies in Data Analytics through the Harvard Business Analytics Program, and is currently pursuing an MBA at Pepperdine Graziadio School of Business.

Piwai is also the founder of BioMinuka, a biotech consulting firm, and an African lifestyle brand focused on fashion, music, health, and wellness. Her work bridges science, culture, and traditional African healing practices, which she has presented on at events including the California Health Equity Summit.

CHANEL ALETA DA ROCHA

Director of Community Programs & Event Producer
Since 2025

Chanel Aleta Da Rocha is a Bay Area cultural producer, community organizer, and founder of Chanel Aleta Presents, an event production company dedicated to creating experiences that celebrate culture, community, and connection. She also leads large-scale event production and operational execution for Cheza Nami, including the Taste of Africa Festival, one of the region's largest celebrations of African culture.

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With a background in corporate strategy, operations, and event production, Chanel oversees budgeting, vendor management, sponsorship development, risk mitigation, and cross-sector coordination. She brings expertise in large-scale cultural event production, ensuring fiscal discipline, logistical precision, and high-quality community engagement.

Her work centers on creating accessible spaces where culture, history, and the arts can be experienced in meaningful ways. Through partnerships with artists, small businesses, and community organizations, Chanel produces cultural events, civic gatherings, and public celebrations that uplift cultural traditions while supporting local economic opportunity.

Chanel lives in the San Francisco Bay Area with her husband and their three daughters, and her work is deeply inspired by a commitment to community, culture, and the next generation.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

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.

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 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. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the 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.

EXHIBIT C

AGREEMENT BETWEEN CITY OF LIVERMORE AND D'ADONIS MOQUETTE FOR FISCAL YEAR 2025-26 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2026, between the City of Livermore, a municipal corporation ("City"), and D'Adonis Moquette, an individual ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to hold a Film & Media Summit ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual,

Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: Film & Media Summit.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* To highlight 5 Black and minority filmmakers and hold three workshops on producing, directing, and cinematography ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $7,500 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $7,500.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. 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:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: D'Adonis Moquette
Attn:
[redacted]

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its 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 Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in

connection with this Agreement and performance of the Project. 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 of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise

found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates

that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who

exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts 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. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

EXHIBIT C

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

D'Adonis Moquette
Individual
"Grantee"

DocuSigned by:

By: _____ **Dated:** 5/4/2026 | 2:24 PM PDT
9CBD44FA136E436...
D'Adonis Moquette
Event Organizer and Founder

CITY OF LIVERMORE
a Municipal Corporation
"City"

By:_____ **Dated**:_____
Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...

Initial

DEPUTY/ASSISTANT/SENIOR ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

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Project & Program Grant

City of Livermore
Office of Innovation & Economic Development
Commission for the Arts

Application Form, Instructions, and Checklist

Applications are due on March 1 and September 1 each year

Completed grant applications must be:

- Delivered (in person or by commercial service such as FedEx, UPS, etc.) to the Office of Innovation & Economic Development c/o Commission for the Arts by 5 p.m. on March 1 and September 1, or
- Sent First Class or Priority Mail by the US Postal Service to be received at the City no later than March 1 and September 1.

Send or deliver applications to:

City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
1052 S. Livermore Avenue
Livermore, CA 94550

This packet contains the Application Checklist and instructions for completing the application.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76

Applicant Name: D'Adonis Moquette

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☑ 1. Application Checklist (this page).
- ☑ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- N/A ☐ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- N/A ☐ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- N/A ☐ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☑ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☑ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☑ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☑ 9. Resumes/biographies of key project individuals, generally one page each.
- ☑ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☑ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☑ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.

2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.

3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

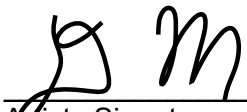
N/A	N/A
Authorized Officer's Signature	Date
N/A	N/A
Print Name of Officer signing this form	Title of Officer signing this form

---

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

	02/06/26
Artists Signature	Date
D'Adonis Moquette	
Print name of Artist signing this form	

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Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: 02/17/26

Amount of Grant Request: $ 7,500 Total Project Budget: $ $15,000

Applicant/Organization: D'Adonis Moquette

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: [redacted]

Preparer's Name and Title: D'Adonis Moquette, Event Organizer/Founder

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Briefly describe the project or program for which support is requested:

Number of people intended to reach: Audience: **500** Participants: **550**

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Audience members will be general public who come to attend the event, and participants will be staff working the event and audience members who participate in the 6 workshops scheduled during the event.

Date project or program is scheduled to begin: **06/27/2026**

Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: **06/27/2026**

EXHIBIT C
EXHIBIT A

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

My work as a filmmaker and creative program builder focuses on expanding access to professional film and media education, particularly for creative from diverse and historically underrepresented backgrounds. My mission is to create pathways where emerging artists can gain real world knowledge, industry exposure, and meaningful community support so they can build sustainable creative careers. I am a working professional Director/Producer with a work history that includes projects for Marvel, HBO, STARZ, A&E, 20th Century Fox, Facebook, Google, and more.

Previously, I have created "The Black and Underrepresented Film Mentorship Program," which connected Students with Film Industry Professionals for a workshop with hands-on experience. I have also hosted the NorCal Film Expo which was the largest Film Expo in Northern California that brought in 500 Vendors and 1,000 participants.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

As a Film major with my BA in Film Production, I've first hand seen the severe lack of minority representation in film. Because of this, I originally created several programs (The Black and Underrepresented Film Mentorship Program, The Status Quill Film Festival, The Black History Film Festival) to help bridge the divide of representation in Media. We have procured the venue, which will be on a 45 acre campus with a 1000+ person auditorium, set up with our event team for a single-day event.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

The requested grant will support planning and implementation of the Film and Media Summit by funding essential event staff, technical support, workshop instructors, and operational costs needed to deliver a high quality public arts program in Livermore. Funds will support hands on workshops in Producing, Directing, and Cinematography, as well as screenings and industry panels led by working professionals. Additional support will help cover venue operations, event logistics, and guest speaker accommodations. Grant funding will help keep the program affordable and accessible while matching funds and in kind venue support will ensure the event is fully resourced and successfully executed.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

The Film and Media Summit directly advances multiple strands of Livermore's artsALIVE! Cultural Arts Master Plan by expanding public access to arts education, increasing visibility for working artists, and strengthening community based cultural partnerships. The program provides structured arts education through Producing, Directing, and Cinematography workshops, and increases artist visibility through public exhibition and professional panels featuring Television and Broadcast, Producing, and Directing industry professionals. By highlighting diverse and historically underrepresented filmmakers and providing low barrier public participation, the Summit supports community engagement, lifelong arts learning, and equitable access to cultural opportunity while contributing to sustainable arts programming within Livermore's local creative ecosystem.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

CrossWinds Church (501c3) - Providing location, Event Staff, and Facilities Services, (Financial + In-Kind)
The Flourish Collective (501c3) - Providing Volunteers and Marketing services for increased visibility (In-Kind)
Goodness Village (501c3) - Providing Event Staff Services (In-Kind)
Generation 510 - Providing Marketing Services and Sponsor Partnerships/Outreach (In-Kind)
GoalLine Studios - Providing Booth Services and Marketing (In-Kind)
SF Film - Providing Booth Services and Marketing (In-Kind)
Cine Mama - Providing Booth Services and Marketing (In-Kind)
101.7 KKIQ - Providing Booth Services and Marketing (In-Kind)
Ranahans - Providing Booth Services and Marketing (In-Kind)
BraveMaker - Providing Booth Services and Marketing (In-Kind)
Where the Buffalo Roam Production Company - Providing Booth Services and Marketing (In-Kind)
Little Giants - Providing Booth Services and Marketing (In-Kind)

INDIVIDUALS (In-Kind):
1.Debbie Brubaker (Universal Pictures)
2.Finley Wise (NetFlix)
3.Faith Alpher (101.7 KKIQ)
4.Brandi Cummings (KCRA)
5.Jerry Henry (Emmy Nominated Cinematographer)
6.Dr.Rachel Raimist (CSI Vegas, Bel-Air, The Spiderwick Chronicles, Fantasy Island)
7.Archie Davis (Black Panther 2, Creed 3)
(On-going conversations with more)
8. Ben Casias (Inertia Pictures Inc.)
9. Priscilla Lam (BraveMaker)

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76

EXHIBIT C
EXHIBIT A

Updated budget
received 3/5/26

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 0	Pending ticket sales revenue (projected). 400 tickets x $30 = $12,000
Tuition/Workshop fees	$ 0	Workshops included in admission, no additional workshop fee.
Other: Filmmaker Screening Package	$ 500	Filmmaker screening packages ($100 x 5 Films)
Subtotal: Earned Revenue	**$** 500	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 7,000	$ 7,000	$ 0
Grants *(Foundations/Government other than City)*	$ 0	$ 0	$ 0
City of Livermore *(other than this grant request)*	$ 0	$ 0	$ 0
Other:	$ 0	$ 0	$ 0
Subtotal: Contributed Income	**$** 7,000	**$** 7,000	**$** 0

Project & Program Grant Amount Requested	**$** 7,500
Total Project Support (Revenue + Income + Grant**)**	**$** 15,000

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	**Amount**	**Notes**
Artistic	$ 1,500	Producer, Director, and Cinematographer Instructors
Production	$ 2,500	Event Host, Stage manager, Tech Lead, Ticket Lead, Camera Dep., Volunteer Lead, Sponsor Director, Moderator
Administrative	$ 2,500	Exec Team, Event Management, Film Partnership Manger
Other: *(describe in Notes)*	$ 1,350	Event Coordination & Strategy
Subtotal: Personnel	**$** 7,850	

General	**Amount**	**Notes**
Venue Rental	$ 2,000	Staffing, Janitorial, and Fees
Materials and Supplies	$ N/A	Materials and Supplies will be provided by the venue free of cost
Marketing and Promotion	$ 3,350	Event Marketing and Promotional services, and Marketing Strategy
Transportation	$ 1,500	Speaker Travel Fees
Insurance	$ 300	Event/Location Insurance COI
Other: *(describe in Notes)*	$	
Subtotal: General	**$** 7,150	

Total Project Expenses (Personnel + General)	**$** 15,000
Project Surplus (Loss) (*Total Support minus Total Expense*)	**$** 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
CrossWinds Church	In-kind donation of venue facilities including Classroom 1, Classroom 2, Classroom 3, and event support spaces	$ 5,000
		$
		$
		$
		$
		$

Requested Grant Amount: $ 7,500

Cash Match Amount: $ 7,500

In-kind Match Amount: $ $5,000

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76

Project Budget Notes

The projected net income of $0 reflects a conservative financial model that does not yet account for projected ticket revenue, as ticket sales have not opened due to the event's scheduled date in late Summer 2026. Based on historical attendance benchmarks from comparable regional events, including the NorCal Film Expo (800 attendees) and the Imported Studios Director Workshop (500 attendees), we project attendance between 400–800 participants. Ticket revenue will significantly impact the final net outcome once sales are launched and tracked.

The budget also reflects a $5,000 in-kind venue donation provided by CrossWinds Church, a registered 501(c)(3) nonprofit organization. This contribution was secured through internal staff partnerships and strategic negotiations, reducing overhead and allowing greater allocation toward programming, production quality, and marketing.

Our **marketing strategy** is intentionally multi-layered and partnership-driven. Promotion will be executed through CrossWinds Church's established congregation network and communication channels, as well as through The Flourish Collective's nonprofit donor base and digital platforms. In addition, each confirmed panelist will activate their professional networks to expand reach within the regional film and media industry.

Strategic outreach will also target high school and college film, media, and broadcasting students throughout Northern California to strengthen workforce pipeline engagement. Vendor and sponsor partnerships further amplify promotional impact. Collaborators including CrossWinds Church, Goodness Village, Generation 510, GoalLine Studios, SF Film, Cine Mama, 101.7 KKIQ, Ranahans, BraveMaker, Where the Buffalo Roam Productions, and Little Giants, have agreed to mutual marketing support through social media, email newsletters, word-of-mouth campaigns, and direct audience invitations.

Additional vendors are being onboarded under cost-efficient agreements that prioritize shared marketing responsibilities, increasing promotional visibility without significantly increasing operating expenses.

This conservative net projection reflects strategic reinvestment into marketing and programming quality at this pre-sales stage, positioning the Film & Media Summit for stronger long-term revenue performance as ticket sales and sponsorship activation progress.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76

Key Project Individuals

D'Adonis Moquette: Executive and Founder, Workshop Instructor

Sarah Holstra: Operations Lead/Event Manager

Tajianna Okechukwu: Film Partnership Director

Debbie Brubaker: Panelist

Archie Davis (Proximity Media): Panelist

Dr.Rachel Raimist (Directors Guild of America): Panelist, Workshop Instructor

Jerry Henry (Emmy Nominated Cinematographer): Panelist

Finley Wise (Netflix): Panelist

Ben Casias (Inertia Pictures Inc.): Workshop Instructor, Panelist

Faith Alpher (101.7 KKIQ): Host, Panelist

Brandi Cummings (KCRA 3): Panelist

Priscilla Lam (BraveMaker): Panelist

(More Instructors and Panelists are being attached)

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76

Resumes/Biographies



D’Adonis Moquette

Founder, Filmmaker

Award-winning filmmaker D’Adonis Moquette, a 2025 Tyler Perry Studios Dream Collective Top 100 Director selected from more than 2,500 filmmakers nationwide, continues to expand his footprint across independent film, television, and community-driven media initiatives. A Magna Cum Laude graduate of Sacramento State University’s film program, Moquette has built a career centered on elevating underrepresented voices through commercially viable and socially impactful storytelling.

Moquette began his career as a Production Assistant supporting projects for Marvel, Disney, HBO, STARZ, Facebook Meta, and Google. In 2022, he served as an in-house Producer in New York before returning to Northern California to focus on independent production and regional industry development.

He went on to produce the feature documentary *The Right to Exist* and later hosted the NorCal Film Expo, now recognized as Northern California’s largest film industry expo. Moquette also created the Black and Underrepresented Film Mentorship Program, connecting working industry professionals with minority and female film students at no cost to participants.

In television, Moquette directed the Sacramento-based PBS docuseries *Citizens of Planet Earth*, which generated more than 100 paid job opportunities for local filmmakers and received coverage from ABC10 News. Beyond production, Moquette is active in the public arts and nonprofit sectors. He is a City of Sacramento film grant awardee and grant judge that has helped filmmakers collectively secure more than $60,000 in funding and continues supporting emerging filmmakers through access and guidance.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76



Sarah Holstra

Operations Lead, Counselor

Sarah Holstra, a Bay Area pastoral counselor and boundary coach, is building a reputation for work that sits at the intersection of mental health, spiritual formation, and relational healing. Holstra serves as Growth Pastor at CrossWinds Church in Livermore, California, where she leads initiatives centered on spiritual development, emotional wellness, and community outreach.

Holstra holds a Master's degree in Counseling Ministry from California Baptist University and is currently pursuing a Doctor of Ministry in Spiritual Formation and Relational Neuroscience at Western Theological Seminary, with an anticipated completion date of January 2028. She is also a certified SYMBIS facilitator and a Gallup StrengthsFinder coach, equipping individuals and couples with practical tools for relational health, self awareness, and long term emotional growth.

Through her private practice, Love Your Story Therapy in Burlingame, Holstra provides faith integrated counseling and coaching for individuals and couples navigating spiritual trauma, codependency, anxiety, grief, and complex relational challenges. Her approach blends biblical wisdom with practical, clinically informed tools, creating a compassionate and grounded environment for clients to explore both faith and emotional health.

Beyond individual counseling work, Holstra is an active speaker and workshop leader, addressing topics including grief processing, boundary development, forgiveness, emotional resilience, and spiritual restoration. Her work is defined by a commitment to helping individuals and communities experience healing, growth, and deeper connection through faith informed emotional insight.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76



Tajianna Okechukwu

Instructor, Project Manager

Tajianna Okechukwu is a Bay Area based actor, filmmaker, producer, creative leader and founder of Generation 510, whose work spans film, television, and theater, with a focus on Afro surrealist storytelling and culturally resonant narratives. Known for projects that explore identity, social justice, and the layered realities of the Black experience, Okechukwu has built a multidisciplinary career that bridges performance, directing, production, and community driven media development.

A graduate of Azusa Pacific University, Okechukwu holds a Bachelor of Fine Arts in Theatre Arts and a Bachelor of Arts in Film and Television Studies. As a filmmaker, she has directed short films and music video projects centered on identity, culture, and social impact. Her 2019 mini documentary, *Flexin' in My Complexion*, examined the effects of colorism on Black women and premiered at the Mbongui Square Festival before being featured in the Unbound Roots exhibition at SOMArts Cultural Center in San Francisco.

Okechukwu has also established herself as a leader in film education and workforce development. As an instructor with BAYCAT, she supported emerging filmmakers by teaching production fundamentals. She currently serves as Project Manager for Cine Mama, where she supports film programming, community engagement initiatives, and filmmaker support efforts designed to amplify diverse voices in cinema.

Her film and television roles connected to major production companies includes Amazon, Marvel, and A24. Across film, live performance, and media development, Okechukwu remains focused on creating work that reflects the emotional, cultural, and social complexity of modern storytelling while contributing to a more inclusive and representative creative industry.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76



Debbie Brubaker

Veteran Film Producer

Debbie Brubaker is a veteran film producer and production leader with more than four decades of experience across feature film, television, and independent media production. Based in the San Francisco Bay Area, Brubaker has played a key role in shaping the region's independent film ecosystem, earning a reputation as a foundational figure within Northern California's production community.

Brubaker is known for her work as a producer and production partner on projects with filmmaker and artist Boots Riley, most notably serving as co producer and line producer on the critically acclaimed feature film *Sorry to Bother You*. The film premiered at Sundance and received widespread recognition for its surrealist storytelling, social commentary on labor and capitalism, and bold visual voice. Riley is also known as the frontman of political hip hop group The Coup and as the creator of the Amazon series *I'm a Virgo*, which received strong critical attention for its originality and cultural commentary.

Across television and streaming, Brubaker's credits include work on major series such as *The Last Thing He Told Me*, *Clickbait*, *The Man in the High Castle*, *Cosmos: Possible Worlds*, and *Tales of the City*. Her feature film work includes contributions to productions such as *Flag Day*, *Blue Jasmine*, *Winchester*, and *The Diary of a Teenage Girl*, demonstrating an ability to operate across both studio level and independent filmmaking environments.

In addition to production work, Brubaker is a member of the Directors Guild of America and has been recognized for her commitment to sustainable and responsible production practices. She has also contributed to filmmaker development through teaching and mentorship, including serving as an instructor at City College of San Francisco, where she supported emerging filmmakers entering the industry.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76



Archie Davis

Creative Executive, Co-Founder of Proximity Media

Archie Davis is a Co-founder of Proximity Media and a creative executive whose work has contributed to culturally defining film and media projects including *Black Panther: Wakanda Forever*, *Judas and the Black Messiah*, *Creed III*, *Space Jam: A New Legacy*, and *Stephen Curry: Underrated*. Through his leadership in music strategy and cultural storytelling, Davis has helped shape the sonic identity and cultural positioning of Proximity Media's film and television slate, working alongside one of the most influential creative collectives in modern film.

Davis built his career at the intersection of music, marketing, and storytelling, bringing deep experience from executive roles across the music industry. His work has focused on building artist driven campaigns, culturally relevant brand positioning, and music supervision strategy that connects film narratives with contemporary global music audiences. His work in soundtrack strategy and music curation has contributed to projects that have received major critical recognition and award attention across film and music spaces.

Beyond film, Davis has held senior creative leadership roles within the music industry, helping guide artist campaigns, visual branding strategy, and cross platform storytelling initiatives. His work reflects a broader shift in how music, film, and cultural marketing intersect in modern entertainment ecosystems, particularly in projects centered on culturally specific storytelling and global audience engagement.

Davis is also the founder of Six Course, a creative agency and production company focused on brand storytelling, artist development, and cultural marketing strategy. Through Six Course, he has developed campaigns for artists and global brands, including award winning integrated marketing projects recognized across major advertising and creative industry award platforms. In addition to executive and production work, Davis has been active in mentorship and creative community development, supporting emerging artists, filmmakers, and creatives through advisory roles and industry partnerships.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76



Dr.Rachel Raimist

Director, First Woman appointed Co-Chair of Special Projects Committee for Directors Guild of America

Dr. Rachel Raimist is an episodic television director and award winning filmmaker whose credits include Queen Sugar, Greenleaf, Roswell, New Mexico, Wu Tang: An American Saga, The Sex Lives of College Girls, CSI: Vegas, Sex/Life, Up Here, The Spiderwick Chronicles, Bel Air, and Elsbeth.

Before moving into episodic television, Raimist directed Nobody Knows My Name, widely cited as the first documentary centered on women in hip hop, and a film that helped establish her voice at the intersection of culture, gender, and storytelling.

A formerly tenured professor, Raimist's work is closely associated with feminist media education and mentorship, bridging scholarship with hands-on production practice and career development for emerging storytellers. She has also served as an instructor and mentor within major filmmaker development spaces, including teaching and mentoring roles connected to Sundance and the Tyler Perry Studios Dream Collective, supporting emerging directors and storytellers entering the film and television industry.

In addition to her directing work, she has maintained an active presence in industry leadership through the Directors Guild of America, contributing to committee based initiatives alongside her ongoing creative output in television and documentary spaces.

Across genres ranging from grounded drama to heightened genre storytelling, Raimist is known for character driven work that centers smart women, complicated families, and youth focused narratives, bringing a filmmaker's eye to large scale television production while sustaining a long standing commitment to culturally specific storytelling.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76



Jerry Henry

Emmy Nominated Cinematographer

Jerry Henry is an Emmy nominated cinematographer and UCLA Film Lecturer, whose work spans documentary, television, branded storytelling, and independent film. His cinematography credits include high profile nonfiction and broadcast projects across major networks and streaming platforms, where his visual work has been recognized for its strong character focus, naturalistic lighting approach, and emotionally grounded visual storytelling. His Emmy nomination reflects his contribution to documentary and nonfiction cinematography at the national broadcast level.

Henry has built a career photographing projects that center real world stories, cultural narratives, and human centered storytelling. His work is known for blending technical precision with an observational documentary style that prioritizes authenticity, intimacy, and narrative clarity. Across his body of work, he has contributed to projects that have reached wide national audiences through television broadcast, streaming distribution, and festival exhibition.

In addition to his production work, Henry is widely respected as an educator and cinematography instructor, where he has helped train emerging filmmakers and camera professionals entering the industry. His teaching focuses on both technical mastery and storytelling fundamentals, including lighting design, camera movement, visual composition, and working within real world production environments.

Henry’s instructional work has supported filmmakers at multiple stages of their careers, from early stage students to working professionals expanding into advanced cinematography roles. His work reflects a commitment to expanding access to technical film education while maintaining high professional production standards.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76



Finley Wise

Netflix Producer

Finley Wise is a producer whose work spans digital media, streaming content, and large scale platform storytelling, with production experience across major technology and entertainment companies. He previously worked as a Producer at Meta, where he contributed to content and media initiatives designed for global scale digital audiences, before transitioning into long form and streaming production. He currently works as a Producer at Netflix, supporting content development and production within one of the world's largest streaming entertainment platforms.

During his time at Meta, Wise worked at the intersection of technology, storytelling, and audience engagement, contributing to productions built for high volume digital distribution and platform native storytelling. His work focused on managing production workflows, coordinating cross functional teams, and delivering content designed for fast moving digital ecosystems and large scale user reach.

At Netflix, Wise has expanded into long form production, working within global streaming content pipelines that support series, documentary, and platform driven storytelling initiatives. His work reflects the shift of digital first producers into premium streaming production environments, where platform scale, global audiences, and high production standards intersect.

Wise is known for production leadership that emphasizes collaboration, efficiency, and adaptability across complex production environments. His experience working inside both major technology and entertainment companies allows him to bridge production workflows between digital content ecosystems and traditional long form production structures.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76



Ben Casias

Production Company Owner,
Cinematographer

Ben Casias is a San Francisco Bay Area based director of photography, camera operator, and entrepreneur and the owner of Inertia Pictures Inc., a production company specializing in cinematic camera movement solutions across film, commercial, sports broadcast, and live event production. Through Inertia Pictures, Casias has built a reputation for delivering high level Steadicam, jib, and stabilized camera work across narrative, branded, and broadcast environments.

Casias is known for his work as a camera operator on Ryan Coogler's *Fruitvale Station*, the Sundance and Cannes recognized feature that helped launch Coogler's directing career. His work on the film contributed to the project's grounded, immersive visual style, supporting intimate character driven storytelling through dynamic handheld and stabilized camera operation.

In large scale production environments, Casias has operated jib and specialty camera systems across major commercial, broadcast, and live event productions. His technical precision and ability to execute complex camera movement has made him a sought after operator on productions requiring cinematic movement at scale.

Within sports broadcasting, Casias has operated cameras for major network productions including work connected to NBC and Telemundo sports programming. His sports production experience includes live game coverage, studio broadcast operation, and pre and post game show camera operation, requiring real time technical execution in fast paced live environments.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76



Faith alpher

On-Air Personality 101.7 KKIQ

Faith Alpher is a radio host, media personality, and broadcast producer known for her work in regional radio and community focused media programming. She has built a career centered on audience engagement, conversational broadcasting, and personality driven content that connects music, culture, and community storytelling through live radio and digital audio platforms.

Alpher is widely recognized for her on air presence and ability to connect with listeners through authentic, conversational broadcast style. Her work has spanned music programming, community spotlight segments, artist interviews, and listener engagement driven content designed to create a strong connection between local audiences and regional culture.

In addition to on air hosting, Alpher has contributed to the operational and production side of radio broadcasting, supporting show development, segment planning, live broadcast coordination, and audience focused programming strategy. Her experience reflects a strong understanding of both performance and production within live broadcast environments.

Throughout her career, Alpher has supported local artists, community organizations, and regional events through broadcast promotion and on air features. Her work has helped amplify local voices, independent music, and community driven storytelling through radio and digital audio distribution.

Her broadcasting style is known for balancing entertainment, information, and community connection, creating programming that is accessible to wide listener demographics while maintaining strong regional identity and cultural relevance.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76



Brandi Cummings

News Anchor, KCRA 3

Brandi Cummings is an award winning journalist and news anchor at KCRA 3, the NBC affiliate serving the Sacramento region. Since joining the station in 2018, she has reported on major Northern California stories including wildfire coverage, severe weather events, and public health developments, with reporting that often centers on community impact, equity, and representation.

In addition to her on air work, Cummings serves as President of the National Association of Black Journalists Sacramento Chapter, where she leads initiatives focused on supporting Black journalists, expanding newsroom diversity, and strengthening professional development pipelines for emerging media professionals. She is also a two time NABJ Salute to Excellence Award recipient, recognized for investigative reporting on topics including police diversity and mental health within law enforcement.

Prior to joining KCRA, Cummings worked as an anchor and reporter in multiple broadcast markets across the country, including Virginia, Georgia, and South Carolina. She began her career in news as a producer in her hometown of Augusta, building a foundation in newsroom operations, story development, and broadcast production.

Beyond broadcasting, Cummings has contributed to journalism education, serving as an adjunct professor at Hampton University's Scripps Howard School of Journalism and Communication. In this role, she mentored aspiring journalists and supported production leadership for the university's student newscast.

Cummings is also a published author and community program creator. She authored the poetry collection *Straight to the Heart: Life & Love* and founded the Loving Me Seminar, a program focused on empowering teen girls through self esteem development, confidence building, and personal growth education.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76



Priscilla Lam

Director of Community Engagement at BraveMaker

Priscilla Lam is a producer, community organizer, and creative leader known for her work supporting independent filmmakers and mission driven storytelling through nonprofit and community based film initiatives. She is a key leader within BraveMaker, a nonprofit organization focused on empowering diverse filmmakers, amplifying underrepresented voices, and creating pathways for independent film production, exhibition, and community engagement.

Through her work with BraveMaker, Lam has supported film festival programming, filmmaker development initiatives, and community storytelling projects designed to create access and visibility for emerging and historically underrepresented creators. Her work focuses on building sustainable creative ecosystems where filmmakers can develop projects while also building professional networks and long term industry opportunities.

Lam has played an active role in supporting film education, mentorship programming, and community partnerships that connect filmmakers with resources, audiences, and collaborative creative opportunities. Her work reflects a strong commitment to using film as a tool for social connection, representation, and community impact.

In addition to programming and community leadership, Lam has contributed to production coordination, event planning, and filmmaker support infrastructure across nonprofit film spaces. Her experience spans festival operations, filmmaker outreach, and partnership development across regional and national creative networks.

Her work is closely aligned with projects that explore identity, social justice, cultural storytelling, and human centered narratives. She has supported initiatives that help filmmakers bring authentic stories to audiences while helping organizations build stronger relationships with creative communities.

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76

FILM & MEDIA SUMMIT

Featuring Black, Minority and Female Film Industry Panels and Workshops

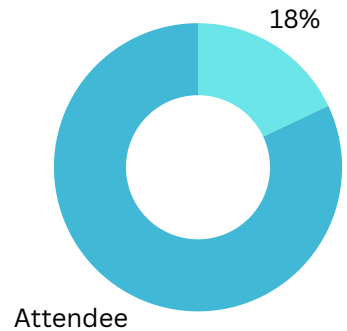
SATURDAY JUNE 27TH
11AM - 7:30PM

1660 FREISMAN ROAD, LIVERMORE, CA 94551

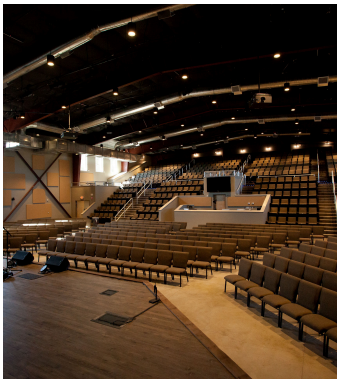
Event Overview

The Film & Media Summit unites filmmakers, media professionals, highlighting **Black, Minority & Female** talent for a day of panels, workshops, showcases, and networking. It aims to strengthen Northern California's film and media workforce by connecting companies with new creative professionals and supporting the regional production ecosystem.

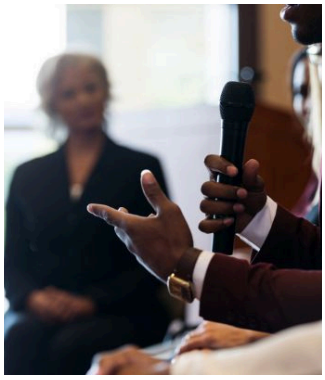
Who You Will Reach



***82%** of trade show attendees have purchasing authority, meaning they can make final purchasing decisions for their companies.*



BAY AREA RESIDENTS
The event will take place on a ***35-acre property*** in Livermore, CA. Equipped with a 800 seat auditorium. We are currently projected to have an attendance rate between ***500-800 participants*** according to other similar events.



FILMMAKERS PANEL + WORKSHOP
Industry Professionals and Indie Filmmakers, there to partake in our 3 live Director, Producer, and Media Panels.



BUSINESS OWNERS AND ORGANIZATIONS
Production Company owners, Commercial Producers, Organizations, Small Businesses, Videographers, Photographers, etc.

Featuring Professionals Connected to Entertainment Networks such as:

NETFLIX · Meta · Disney · MARVEL · HBO · UNIVERSAL · NBC · DGA

Company logos are used for industry experience representation only • No sponsorship or endorsement implied

Exhibitor Package Includes

- Booth Space at Event Venue
- Direct Access to Attendees
- Event Program and Digital Recognition
- Social Media Recognition
- Sponsorship Branding on Event Marketing

Docusign Envelope ID: A297C7A2-B410-80F4-835C-638FBAA34B76

Press Articles (D'Adonis Moquette)

ABC10 Docuseries Spotlight (Citizens of Planet Earth):
https://www.abc10.com/video/entertainment/television/programs/morning-blend/new-national-pbs-series-on-fast-fashion-filming-in-old-sacramento/103-19757e1d-42ac-4ee2-97ad-575318d9415c

Tyler Perry Studios Dream Collective Acceptance Video (Awardee):
https://youtu.be/L9K2q5Ly-5E

CBS 13 Film Grant Spotlight (Awardee):
https://www.cbsnews.com/sacramento/news/sacramento-offering-new-grants-to-help-launch-local-films/

My58 News Film Festival Spotlight (Founder):
https://www.youtube.com/watch?v=zAOJQJVOzJk

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

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.

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 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. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the 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.

EXHIBIT D

AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE FILIPINO AMERICAN ORGANIZATION FOR FISCAL YEAR 2026-27 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2026, between the City of Livermore, a municipal corporation ("City"), and Livermore Filipino American Organization, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to promote and host the Filipino Barrio Festival ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual,

Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: artistic and educational opportunities.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* Multi-Cultural festival on 10/4/2026 ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. 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:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Livermore Filipino American Organization
Attn: Arthur Barinque
[redacted]

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its 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 Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit “B” against claims that may arise from or in

connection with this Agreement and performance of the Project. 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 of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise

found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates

that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who

exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts 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. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

EXHIBIT D

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Livermore Filipino American Organization
501(c)3 Non-Profit Corporation
"Grantee"

Signed by:
By: Arabela Dimayuga
4731E39D3F4A472...

Dated: 5/2/2026 | 9:33 AM PDT

PRINT NAME: Arthur Baringue

TITLE: President

CITY OF LIVERMORE
a Municipal Corporation
"City"

By:_____ **Dated**:_____
Marianna Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAE3C471...

Initial
JF

DEPUTY/ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

Project & Program Grant

City of Livermore
Library
Commission for the Arts

Application Form, Instructions, and Checklist

Applications are due on March 1 and September 1 each year

Completed grant applications must be:

- Delivered (in person or by commercial service such as FedEx, UPS, etc.) to the Livermore Public Library c/o Commission for the Arts by 5 p.m. on March 1 and September 1, or
- Sent First Class or Priority Mail by the US Postal Service to be received at the City no later than March 1 and September 1.

Send or deliver applications to:

Livermore Public Library
1188 S. Livermore Avenue
Livermore, CA 94550
Attn: Commission for the Arts Staff Liaison

This packet contains the Application Checklist and instructions for completing the application.

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Applicant Name: Livermore Filipino-American Organization

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

x❑ 1. Application Checklist (this page).

x❑ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?

x ❑ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.

x ❑ 4. If you are an organization, submit a list of current officers and Board members with their term of office.

x ❑ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.

x ❑ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.

x ❑ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.

x ❑ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.

x ❑ 9. Resumes/biographies of key project individuals, generally one page each.

x ❑ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.

x ❑ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)

x ❑ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.

2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.

3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Authorized Officer's Signature	3/1/2026 Date
Arthur Baringue Print Name of Officer signing this form	Board Chair Title of Officer signing this form

---

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature	Date
Print name of Artist signing this form	

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Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: 3/2/2026 (3/1/2026 was a Sunday)

Amount of Grant Request: $ 10,000.00 Total Project Budget: $ 30,000.00

Applicant/Organization: Livermore Filipino-American Organization

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: www.livermorefilam.org

Preparer's Name and Title: Arthur Barinque

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Mixed, dance, heritage, culture, art, performing, literary, film, new media.

Briefly describe the project or program for which support is requested:

Multicultural festival.

Number of people intended to reach: Audience: 5,000 Participants: 300

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: 10/4/2026
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: 10/4/2026

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   Addendum

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

   Addendum

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   Addendum

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

   Addendum

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

   Addendum

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$	
Tuition/Workshop fees	$	
Other: Vendor Fees	$ 4,000.00	
Subtotal: Earned Revenue	**$** 4,000.00	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$2,000.00	$	$
Grants *(Foundations/Government other than City)*	$15,000.00	$	$ 15,000.00
City of Livermore *(other than this grant request)*	$	$	$
Other: LFAO funds carried over from 2025	$ 2,500.00	$ 2,500.00	$
Subtotal: Contributed Income	**$** 19,500.00	**$** 2,500.00	**$** 15,000.00

Project & Program Grant Amount Requested	**$** 10,000.00
Total Project Support (Revenue + Income + Grant**)**	**$** 33,500.00

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	**Amount**	**Notes**
Artistic	$12,000.00	Artists, arts activities
Production	$ 15,000.00	Sound, rentals, logistics
Administrative	$ 6,000.00	Coordination
Other: *(describe in Notes)*	$	
Subtotal: Personnel	**$** 33,000.00	

General	**Amount**	**Notes**
Venue Rental	$	
Materials and Supplies	$ 1,000.00	Hospitality, educational materials
Marketing and Promotion	$5,000.00	Marketing team, video, stream
Transportation	$	
Insurance	$ 1,500.00	
Other: *(describe in Notes)*	$	
Subtotal: General	**$** 7,500.00	

Total Project Expenses (Personnel + General)	**$** 40,500.00
Project Surplus (Loss) (*Total Support minus Total Expense*)	**$** 7,000.00

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

LFAO funds allocated will cover any loss after sponsorship.

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Livermore Valley Arts	Sponsorship	$ 5,000.00
Las Positas College	Sponsorship	$ 2,500.00
Visit Tri-Valley	Sponsorship	$ 1,500.00
Tri-Valley Nonprofit Alliance	Sponsorship	$ 1,000.00
		$
		$

Requested Grant Amount: $ 10,000.00

Cash Match Amount: $ 10,000.00

In-kind Match Amount: $ _____

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

Organization Name
Livermore Filipino-American Organization

Mailing Address
[redacted]

Nonprofit Status Level
501(c)(3)

Tax ID Number
[redacted]

Organization Website
https://www.livermorefilam.org

Mission of Organization
Our mission is to promote Filipino-American culture and heritage by providing deliberate community engagements and educational programs in Livermore and the surrounding areas.

Current programs and activities
Livermore Fil-Am Cultural Dance Troupe preserves the tradition of Filipino cultural dance and music through weekly practices and multiple performances throughout the year. The Livermore Fil-Am Scholarship Awards provide recognition and encouragement to the children of the organization's members to pursue higher education at an accredited college or university. Livermore Fil-Am hosts multiple annual events such as Filipiniana and Filipino Barrio Fiesta. Livermore Fil-Am also attends various functions and events in support of other organizations, schools, and groups.

A few top accomplishments within the last 3 years
* Grow its budget from $10,000 to $40,000
* Receive several notable grants
* Increase donations by 30%
* Invest in its capacity and knowledge building via retreats, etc.
* Agreed upon one mission
* Increase its membership base
* Double board membership and interest
* Produce a season of noteworthy events such as Filipiniana and Filipino Barrio Fiesta

Organization's Annual Budget
$40,000.00

Note
Livermore Filipino-American Organization is an all volunteer board.

The above information is correct and true.

Arthur Barinque

Arthur Barinque, Board Chair LFAO

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

1. Livermore Filipino-American Organization's mission is to promote Filipino American culture and heritage by providing deliberate community engagements and educational programs in Livermore and the surrounding areas. Livermore Filipino-American Organization (LFAO) has continuously provided free community cultural programming in Downtown Livermore since 2016. For ten years, Filipino Barrio Fiesta (FBF) has been held on the first Sunday of October celebrating Filipino American History Month.

2. FBF is a safe, secure, accessible, multigenerational, and inclusive event. FBF began in 2016 with a proclamation from then Mayor John Marchand proclaiming October Filipino American History Month in Downtown Livermore. Over the last ten years, FBF has grown to be the largest attended Filipino American celebration in the Tri-Valley. LFAO partners with local nonprofits, businesses, and community groups to share resources and ensure success for all involved and the community.

3. The awarded gift amount will help Filipino Barrio Fiesta achieve success by providing funding to be used towards artistic and educational activities and artists payments.

4. Strand 1: Promote the unique sense of place in Livermore, including the creation of a Cultural Arts District.

    - FBF promotes Livermore's uniqueness through historical representation, ie farm worker contributions locally, regionally, and nationally.
    - Downtown Livermore is recognized as a place where cultural celebrations happen due to the consistency of events occurring over time. FBF has contributed to this recognition.

    Strand 2: Ensure the visibility and vitality of cultural arts organizations, artists and arts Educators for all residents and visitors to the city through facilitation of partnerships and Support for organizational strengthening within the arts, culture, and heritage communities.

    - LFAO has been able to increase visibility of community partners, local businesses, and local artists throughout the years by creating an event ecosystem where participants can learn, businesses can grow, artists can engage, and all involved can thrive.

    Strand 3: Leverage the innate ability of arts engagement to create a sense of community and life long learning by supporting a diverse range of publicly accessible opportunities for all residents, businesses and visitors to participate, with a special focus on youth.

    - FBF creates a sense of community and belonging for all, especially youth who have felt like they do not belong. FBF brings thousands of people together. FBF has always been youth focused with youth artists performing, participating, coordinating, and leading. Local youth groups from Granada High School,

Livermore High School, and Las Positas College have had a major role and presence at FBF every year since the beginning in 2016.

Strand 4: Provide long-term, sustainable resources that enable the City to support the arts and culture community as a resource for all residents, visitors and businesses.

- FBF provides tourism revenue to local businesses who look forward to the event every first Sunday of October. In 2025, attendees brought $231,000.00 in tourism revenue to small businesses in Livermore. These businesses in turn support FBF through sponsorship, promotion, and shared resources creating a support network for sustainability. FBF is also a resource providing space and supporting micro businesses at the event. Attendees look forward to having these cultural micro-businesses pop up annually and plan their day around visiting these businesses while they are here in Downtown Livermore.

Filipino Barrio Fiesta addresses all four strands as described in the Cultural Arts Master Plan.

5. Partners: Livermore Valley Arts, Consulting. Cheza Nami Foundation, Consulting. Sponsors: Livermore Valley Arts, Las Positas College, Visit Tri-Valley, Tri-Valley Nonprofit Alliance. Participants: Tri-Valley Nonprofit Alliance, Resource Village, Tri-Valley Native American Center, Artistic Partner

EXHIBIT D
EXHIBIT A

2026-2027 Livermore Filipino-American Organizaton, Inc.			
Position	Full Name	Contact Email	Contact Phone
President	Arabela Dimazana	[redacted]	
Vice President	Violet Bose		
Public Relations Officer	Jayson Sanchez		
Recording Secretary	Pauline Evangelista		
Corresponding Secretary	Rhoda Pereira		
Treasurer	Correy Painter		
Auditor	Mona San Juan		
Board Chair	Arthur Barinque		
Board Member	Randy Fortes		
Board Member	Christine Cruz		
Board Member	Venus Cruz		
Board Member	Jessie Rigador		
Board Advisor	Cherry Marcelo		
Board Advisor	Ruby Cruz		

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

EXHIBIT D
EXHIBIT A

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 24 2016

LIVERMORE FILIPINO-AMERICAN
ORGANIZATION INCORPORATED
[redacted]

Employer Identification Number:
[redacted]
DLN:
[redacted]
Contact Person:
EDWARD S SCHLAACK ID# [redacted]
Contact Telephone Number:
[redacted]
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
July 9, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Your exemption under IRC Section 501(c)(3) is effective as of the date listed at the top of this letter. You were exempt under Section 501(c)(4) prior to this date.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities,

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

LIVERMORE FILIPINO-AMERICAN

which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

Arthur Barinque

Business Owner

Arthur Barinque
[redacted]

Bio

With over a decade of knowledge and hands-on experience in planning and executing diverse high profile collaborative events and programs, Arthur serves and unifies his local community in Livermore and acts as a bridge to the Tri-Valley and greater San Francisco Bay Area.

Skills

Public Speaking, Non-Profit Leadership, Fundraising, Grant Writing, Community Building, Marketing.

Experience

AB Events and Entertainment / Owner
MARCH 2022 - PRESENT, LIVERMORE

Event production and artist management company.

AB Consulting / Owner
MARCH 2022 - PRESENT, LIVERMORE

Nonprofit consulting company focused on fundraising, grant writing, strategic planning, and events.

Cultural Celebration Series / Events Producer
OCTOBER 2016 - PRESENT, LIVERMORE

Produced a season of nine free multicultural community festivals in Downtown Livermore.

Livermore Valley Performing Arts Center / Events Manager
OCTOBER 2016 - PRESENT, LIVERMORE

Coordinated and executed a calendar of fundraising events.

Center for Excellence in Nonprofits / Leadership Development
JUNE 2021 - JANUARY 2023, REDWOOD CITY

Facilitated nonprofit governance classes, provided consultation for Silicon Valley nonprofits, managed executive leadership training cohort programs.

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

Leadership

Livermore Filipino-American Organization / Board President
JANUARY 2022 - PRESENT, LIVERMORE

Leading the executive board, representing the organization, and ensuring the nonprofit's mission is met.

Alameda County Arts Commission / District 1 Arts Commissioner
JANUARY 2013 - JUNE 2017, LIVERMORE

Implemented public art programs across Alameda County.

Livermore Commission for the Arts / Arts Commissioner
JANUARY 2012 - JUNE 2016, LIVERMORE

Implemented public art programs in Livermore..

Education

Alameda County Office of Education / AME CTE Teacher
JUNE 2024 - PRESENT, LIVERMORE

San Francisco State University / Communications
AUGUST 2008 - JUNE 2010, SAN FRANCISCO

Las Positas College / AA Visual Communications
JANUARY 2007 - JUNE 2008, LIVERMORE

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

FILIPINO BARRIO FIESTA 2026 - Responsibilities

Organization: Livermore Filipino-American Organization
Event Coordinator: Arthur Barinque
Title of Event: Filipino Barrio Fiesta
Date: Sunday October 4th, 2026
Time: 10am-8pm
Location: Bankhead Plaza, Downtown Livermore
Event Goal(s):

A Multicultural Event Producer plans, coordinates, and executes events that celebrate and engage diverse cultural communities. This role involves working closely with community leaders, artists, vendors, and sponsors to ensure that cultural authenticity and inclusivity are reflected in all aspects of event production.

Attributes for Success

- Deep commitment to diversity, equity, and inclusion.
- High cultural sensitivity and the ability to navigate diverse environments with respect and diplomacy.
- Creativity, flexibility, and grace under pressure.
- Self-starter who thrives both independently and in collaborative teams.

Key Responsibilities

- **Plan, coordinate, and produce** multicultural events from concept to execution, ensuring alignment with cultural values and organizational goals.
- **Collaborate with community leaders, cultural groups, and stakeholders** to design inclusive and respectful programming.
- **Manage logistics** including budgeting, permits, vendor sourcing, contracts, and event staffing.
- **Curate culturally relevant experiences** such as performances, workshops, food vendors, and panel discussions.
- **Lead marketing and outreach efforts** in partnership with the communications team to ensure diverse audience engagement.
- **Foster relationships** with multicultural media outlets, community organizations, and potential sponsors.
- **Oversee on-site production**, including set-up, run-of-show, and breakdown.
- **Evaluate events post-production**, collecting data and feedback to inform future improvements.

Docusign Envelope ID: D957CBB4-4A1F-86F4-827D-23B946059315

Project Scope

Deliverable	Notes
Goal Planning	Introduce, understand, and agree upon goals of the event.
Project Budget	Maintain project budget accordingly.
Venue Coordination	Coordinate and communicate logistics with the venue point of contact.
Communication	Communicate with all involved parties towards the success of the event. Host meetings with vested parties.
Timeline Creation	Create and adhere to timelines that describe the success of the event.
Corporate Sponsorship	Coordinate securing corporate sponsors.
Donors	Identify, introduce, and cultivate donor base for event.
Grants	Identify and apply for grants relative to the event.
Stage Management	Coordinate and communicate logistics with performers and sound management.
Day-of Logistics	Perform day-of event responsibilities in a timely, efficient, and satisfactory manner.
Volunteer Coordination	Coordinate volunteer roles and responsibilities for event.
Intern Coordination	Coordinate intern roles and responsibilities for event.
Marketing	Collaborate with the marketing department in regards to marketing needs for the event.
Food and Beverage	Coordination of food and beverage logistics.
Close Out	Follow up thank you’s and post event logistics.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

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.

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 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. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the 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.

EXHIBIT E

AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE VALLEY PERFORMING ARTS CENTER FOR FISCAL YEAR 2026-27 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2026, between the City of Livermore, a municipal corporation ("City"), and Livermore Valley Performing Arts Center, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to Artwalk Livermore arts festival ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual,

Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: Artwalk Livermore arts festival

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* Host a family friendly day of fine arts, hand crafts, and live music ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. 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:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Livermore Valley Performing Arts Center
Attn: Anne Giancola
[redacted]

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its 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 Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit “B” against claims that may arise from or in

connection with this Agreement and performance of the Project. 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 of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise

found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates

that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who

exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts 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. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

EXHIBIT E

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Livermore Valley Performing Arts Center
501(c)3 Non-Profit Corporation
"Grantee"

DocuSigned by:
By: ANNE GIANCOLA
F95A2E03ED234E8...
Dated: 5/1/2026 | 11:52 AM PDT

Anne Giancola
Visual Arts and Education Manager

CITY OF LIVERMORE
a Municipal Corporation
"City"

By:_____ **Dated**:_____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...
Initial
JF

DEPUTY/ASSISTANT/SENIOR ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

Docusign Envelope ID: 69747E56-6CC2-8A1A-81EE-3229BF1C6A99

Applicant Name: Livermore Valley Arts

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☒ 1. Application Checklist (this page).
- ☒ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☒ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☒ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ☒ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☒ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☒ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☒ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☒ 9. Resumes/biographies of key project individuals, generally one page each.
- ☒ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☒ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☐ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Authorized Officer's Signature

2/24/26
Date

Chris Carter
Print Name of Officer signing this form

CEO
Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

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List of Current Officers

CHRIS CARTER
Chief Executive Officer

REANNA BRADFORD
Chief Financial Officer

RUTH EGHERMAN
Director of Marketing

ERIC JOHNSON
Director of Operations

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Livermore Valley Arts Board of Directors

Executives

- DENISE WATKINS
- LELAND YOUNKER, PH.D.
- HENRY (HANK) HUFF
- JEAN SHULER

Directors

- DR. KELLY BOWERS
- NORMAN BURKHARD
- KELLENE COUSINS
- DONA L. CRAWFORD
- JUDGE MARK EATON
- ROBERTA EMERSON
- DR. DYRELL FOSTER
- JEFF KASKEY
- JEAN KING
- HAROLD ROUNDTREE
- JOAN K. SEPPALA
- MARK TRISKA
- DR. MICHAEL S. WEINER
- PHILIP R. WENTE

Emeritus

- MICHAEL BOCCHICCHIO
- PHILLIP N. DEAN
- PATRICK KERNAN
- LAYNE MARCEAU
- DR. MORTIMER MENDELSOHN
- THOMAS REITTER
- DONNA WILCOX

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IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: [redacted]
Sep. 01, 2005 [redacted]

BODC: TE

LIVERMORE VALLEY PERFORMING ARTS
CENTER
[redacted]

003325

Taxpayer Identification Number: [redacted]

Dear Taxpayer:

Thank you for the inquiry dated July 27, 2005.

We have changed your business name as requested. The number shown above is valid for use on all tax documents. For your convenience, we have ordered corrected Forms 8109, Federal Tax Deposit Coupons, for you to make your deposits. You should receive them in five to six weeks. REMINDER - Your new business name should also be used if you deposit electronically. You can make Electronic Funds Transfer (EFT) payments using the government's Electronic Federal Tax Payment System (EFTPS) through a financial agent designated to process tax payments.

If you have any questions, please call us toll free at 1-877-829-5500 between the hours of 8:30 a.m. and 5:30 p.m., Eastern Time.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number ( )_____ Hours_____

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INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 2 0 1999

Employer Identification Number: [redacted]
DLN: [redacted]
Contact Person:
B. THORNTON ID# [redacted]
Contact Telephone Number:
[redacted]

LIVERMORE VALLEY CONFERENCE AND
CULTURAL CENTER
C/O PHILLIP N DEAN
[redacted]

Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
August 31, 1998
Advance Ruling Period Ends:
December 31, 2002

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and

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contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling period, you should file Form 990 for each year in your advance ruling period that you exceed the $25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

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LIVERMORE VALLEY CONFERENCE AND

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

Docusign Envelope ID: 69747E56-6CC2-8A1A-81EE-3229BF1C6A99

LIVERMORE VALLEY CONFERENCE AND

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

District Director

Enclosure(s):
Form 872-C

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Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: Feb 26, 2026

Amount of Grant Request: $ 10,000 Total Project Budget: $ 20,455

Applicant/Organization: Livermore Valley Arts

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: LivermoreArts.org

Preparer's Name and Title: Anne Giancola

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Arts Festival

Briefly describe the project or program for which support is requested:

Artwalk Livermore is looking forward to our 25th year of bringing an arts festival filled with fine art, fina hand crfats and live music for a family friendly day of art to Downtown Livermore

Number of people intended to reach: Audience: 4000 Participants: 250

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: October 10, 2026
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: October 10, 2026

Docusign Envelope ID: 69747E56-6CC2-8A1A-81EE-3229BF1C6A99

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   See attached pages

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

   See attached pages

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   See attached pages

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

   See attached pages

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

   Livermore Valley Arts partners with the Livermore Cultural Arts Council to help provide music and entertainment in Livermorium park. This is currently accomplished with no funding, expansion of funding would allow some stipends for the live music. Matt Finders is contracted to provide a variety of live music for Bankhead Plaza including professional and well as youth performers. The chalk art contest is in early stages and the artists are not identified at this point.

Docusign Envelope ID: 69747E56-6CC2-8A1A-81EE-3229BF1C6A99

1.

Describe your organization's mission. How dos this relate to the proposed project?

Livermore Valley Arts (LVA) is dedicated to offering a broad range of arts opportunities and experiences that engage, enrich, and inspire our diverse community. As a catalyst for a dynamic and vibrant arts region, LVA produces and presents visual arts exhibitions, performing arts programming, and comprehensive arts education initiatives that serve thousands of participants and audience members each year.

Support of the visual arts is a central pillar of LVA's mission. Through curated exhibitions, public art initiatives, and community-centered events, we create platforms for artists to share their work and connect directly with the public. ArtWalk Livermore is a key program within our Visual Arts and Education departments, exemplifying our commitment to showcasing regional artists while activating downtown spaces through accessible, high-quality arts experiences. LVA also operates a thriving arts education program based primarily at the Bothwell Arts Center, offering year-round art camps, classes, and workshops for youth, teens, and adults. These programs emphasize skill-building, creativity, and lifelong engagement with the arts. ArtWalk directly supports and amplifies this work: we promote our education programs through the event, feature interactive art activities for attendees of all ages, and highlight student artwork and participation. Many of our interns and student employees gain valuable profes-sional experience through their involvement in ArtWalk's planning and execution. The proposed project builds naturally on LVA's longstanding commitment to artist support, arts education, and community engagement, strengthening our role as a cultural leader in the Tri-Valley region.

Docusign Envelope ID: 69747E56-6CC2-8A1A-81EE-3229BF1C6A99

2.

.Describe the Program, Its Origins, Location, Implementation, Timeframe, and Resources

LVA is seeking grant support for ArtWalk Livermore, now in its 25th year as one of the Tri-Valley's most anticipated annual arts events. ArtWalk originated as a community-centered initiative designed to connect working artists directly with the public while activating downtown Livermore through accessible, high-quality visual arts experiences. Over the past quarter century, it has grown into a signature cultural event that supports regional artists, strengthens community identity, and contributes to the local economy.

ArtWalk takes place in the heart of downtown Livermore at the Bankhead Theater, on the Bankhead Plaza, along a closed section of First Street between Maple and South Livermore Avenue, and extending toward Livermorium Plaza, with additional activation planned for McLeod Street. These highly visible, walkable spaces allow for a festival-style layout that integrates artist booths, live demonstrations, music, interactive art activities, and food vendors. Planning begins nine to twelve months in advance and includes artist outreach and jurying, marketing and sponsorship development, city permitting and street closures, vendor coordination, production logistics, and volunteer recruitment. The event is implemented by Livermore Valley Arts' professional staff across visual arts, education, marketing, and operations, supported by interns, student employees, and dedicated community volunteers.

LVA has the institutional knowledge, staffing structure, community partnerships, and operational systems necessary to produce ArtWalk successfully. Core administrative support, event management expertise, and volunteer infrastructure are already in place within the organization. However, while we possess the human resources and experience required, expanded programming and marketing initiatives require additional financial investment beyond our current operating budget.

Docusign Envelope ID: 69747E56-6CC2-8A1A-81EE-3229BF1C6A99

3.

How the Requested Grant Will Be Used in Planning and Implementation

Grant funding will be used strategically to expand, enhance, and revitalize ArtWalk Livermore, ensuring its continued growth and regional impact. A primary focus of funding will be expanded marketing and outreach. To grow attendance and attract new audiences, we will extend advertising beyond the immediate Tri-Valley area into the Central Valley, along the I-680 corridor, and into San Jose. This will include digital advertising, print promotion, and targeted outreach campaigns designed to position ArtWalk as a destination cultural event. Increased visibility will not only benefit participating artists but will also drive economic activity to downtown Livermore businesses.

Funding will also support expanded live music programming throughout the event. By increasing the number and diversity of performers, we will create multiple activation points across the footprint, encouraging visitors to stay longer and engage more deeply. This enhances the festival atmosphere and broadens the event's cross-generational appeal.

In addition, grant support will allow us to curate a small section of new and unique food trucks on McLeod Street. This culinary expansion will diversify the visitor experience, attract families and younger audiences, and encourage extended dwell time, further benefiting the local economy.

Most importantly, funding will enable the introduction of a professional chalk art competition along the closed First Street corridor. This new feature will invite accomplished chalk artists to create large-scale, temporary works directly on the sidewalk throughout the day. The live creation process will provide dynamic, time-based engagement, generate strong visual marketing content, and offer a distinctive experience not previously part of ArtWalk. This signature addition will give returning visitors a compelling reason to attend again while drawing new audiences curious about this interactive and visually striking component.

Together, these investments will elevate ArtWalk Livermore to its next stage of impact—strengthening artist support, expanding community engagement, and ensuring the event's vitality for years to come.

Docusign Envelope ID: 69747E56-6CC2-8A1A-81EE-3229BF1C6A99

4.

Describe how the program specifically addesses one or more strands of the Cultural Arts Master Plan

ArtWalk Livermore directly advances multiple strands of the City of Livermore's Cultural Arts Master Plan (2022). The Plan affirms that Livermore residents value the arts as audience members, funders, volunteers, and participants, and care deeply about how the arts enrich their families. For more than two decades, ArtWalk has embodied this vision—serving as a free, accessible celebration of arts and community that engages hundreds of residents of all ages. It provides meaningful opportunities not only to experience art, but to actively participate in it.

ArtWalk strongly aligns with the Master Plan's goal to support participatory arts and cultural opportunities for youth and families. The event offers free exhibition space to students and disabled veterans, creating an inclusive platform that uplifts emerging and underrepresented artists while enriching audiences through diverse creative voices. Live demonstrations, hands-on engagement, and information about local arts opportunities further deepen community participation and awareness.

The 2007 Cultural Arts Master Plan calls for ensuring the visibility and vitality of cultural arts organizations, artists, and arts educators through partnerships and organizational strengthening. ArtWalk fulfills this strand by equipping artists with practical experience in exhibiting, engaging with the public, and managing artwork sales. In doing so, it strengthens the local creative economy and fosters professional development.

Finally, in alignment with Strand 3, ArtWalk leverages cultural arts engagement to build community and promote lifelong learning through diverse, publicly accessible programming—with a particular emphasis on youth—making it a clear and sustained expression of the Master Plan's vision.

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Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 10, 455	Booth fees and commission
Tuition/Workshop fees	$	
Other:	$	
Subtotal: Earned Revenue	**$**	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$	$	$
Grants *(Foundations/Government other than City)*	$	$	$
City of Livermore *(other than this grant request)*	$	$	$
Other:	$	$	$
Subtotal: Contributed Income	**$**	**$**	**$**

Project & Program Grant Amount Requested	$ 10,000
Total Project Support (Revenue + Income + Grant)	$ 20,455

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$ 7000	Chalk art showcase and expanded music production and small food court area
Production	$ 3505	
Administrative	$ 3250	
Other: *(describe in Notes)*	$	
Subtotal: Personnel	**$**	

General	Amount	Notes
Venue Rental	$	
Materials and Supplies	$ 1900	
Marketing and Promotion	$ 4300	Expanded marketing reach Tri-Valley and beyond
Transportation	$	
Insurance	$ 500	
Other: *(describe in Notes)*	$	
Subtotal: General	**$**	

Total Project Expenses (Personnel + General)	$ 20,455
Project Surplus (Loss) *(Total Support minus Total Expense)*	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

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Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
		$
		$
		$
		$
		$
		$

Requested Grant Amount: $ 10,000

Cash Match Amount: $ 10,455

In-kind Match Amount: $ _____

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List of Key Project Individuals

ArtWalk Livermore is led by Anne Giancola, Visual Arts and Education Manager for Livermore Valley Arts, who provides overall vision, planning, and execution for the event. She oversees artist outreach and selection, exhibition coordination, partnerships with downtown businesses, marketing collaboration, logistics, and on-site event management. With extensive experience in curating exhibitions and producing large-scale community arts events, she ensures strong artistic quality and seamless implementation.

Additional key collaborators include:
Matt Finders, ArtWalk's Director of Live Music on Bankhead Plaza, who curates and manages the live music component on the plaza stage. He coordinates performers, oversees sound and stage logistics, and ensures high-quality musical programming that enhances the event atmosphere and audience experience.

Denise Leddon, ArtWalk's Coordinator of Live Music and Entertainment with the Livermore Cultural Arts Council, who partners on booking musicians to play during ArtWalk at Livermorium Park. Her coordination helps expand the event footprint and deepen community engagement.

Livermore Valley Arts staff, who provide critical operational infrastructure, including marketing and communications, sponsorship support, financial oversight, volunteer coordination, street and vendor logistics, and event-day production. Their collective expertise ensures the event is professionally managed and fiscally responsible.

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ANNE GIANCOLA

[redacted] | Portfolio: [redacted]

Summary of Qualifications

Dynamic arts and communications professional with extensive experience curating, managing, and promoting visual and cultural arts programs. Adept at conceptualizing and executing projects that foster community engagement, inclusivity, and cultural enrichment. Skilled in program development, team leadership, and creative problem-solving, delivering innovative, high-impact results.

Professional Experience

Visual Arts and Education Manager
Livermore Valley Arts (LVA), Livermore, CA | *2014–Present*

- Curate dynamic, multi-disciplinary exhibitions at the **Bankhead Art Gallery**, showcasing diverse contemporary art and ensuring accessibility for all audiences.
- Lead all aspects of **visual arts programming**, from exhibit selection and artist coordination to receptions, art fairs, and open studio events.
- Oversee **education initiatives**, including art camps and classes, student art shows, and community cultural events; reaching thousands annually.
- Produce **ArtWalk Livermore**, a widely acclaimed festival attracting significant community and media attention and ComicCon Livermore.
- Develop and execute **marketing strategies**, creating brochures, signage, logos, postcards, and social media content to enhance engagement and brand consistency.
- Strengthen partnerships with cultural organizations, **expanding collaborations** that enrich programming and outreach.
- Manage program budgets, **consistently meeting financial goals** while maximizing artistic and community impact.

Studio Director & Co-Founder
Rollstone Studios, Fitchburg, MA | *2008–2013*

- Led **communications efforts**, including website development, social media campaigns, and media outreach, significantly increasing public engagement.

Docusign Envelope ID: 69747E56-6CC2-8A1A-81EE-3229BF1C6A99

- Organized and curated **exhibitions and cultural events**, attracting regional recognition and fostering artistic collaboration.
- Secured funding through **grant writing and resource development**, ensuring the studio's sustainability and growth.
- Built strong relationships with **government agencies, cultural institutions, and community partners** to enhance visibility and impact.

Owner & Artist
ArtWorks | *1994–Present*

- Provide professional **design, illustration, and mural services**, specializing in commissioned artwork and art instruction.
- Maintain a thriving creative business, building **long-term client relationships** and delivering high-quality, customized projects.

Technical Skills

- **Design & Marketing:** Adobe Creative Suite (Photoshop, InDesign, Illustrator)
- **Web & Digital Tools:** Squarespace, WordPress, Google Analytics
- **Project & Business Management:** Microsoft Office Suite, Budgeting, Grant Writing

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Community Leadership & Recognition

- **Alameda County Arts Leadership Award (2022)** – Recognized for outstanding contributions to arts and culture.
- **Civic Arts Commissioner**, City of Pleasanton
- **Board Member**, Pleasanton Cultural Arts Council
- **Member**, Women's Caucus for Art (National Organization)
- **Panelist**, Berkeley Civic Arts Grants Commission
- Frequent **guest speaker and presenter**, advocating for arts accessibility and education.

Education

M.S. Applied Communications – *Fitchburg State University, 2013*
- **Graduate Student of the Year**

B.A. History – *University of California, Santa Barbara*, Honors Graduate

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Key Achievements

- Curated **50+ exhibitions**, enhancing visibility for artists and broadening audience engagement.
- Expanded **arts education participation** through innovative curricula and inclusive initiatives.
- Developed and maintained **partnerships with 20+ cultural organizations**, expanding program reach.
- Managed **large-scale events with budgets exceeding $50,000**, consistently delivering on financial and artistic goals.

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Matt Finders

Matt Finders, trombonist, studied music at San Jose State University, CA. During Matt's junior year he won a spot in Clark Terry's Big Bad Band which toured Europe and the U.S. in 1981. This experience led Matt to New York upon graduation from SJSU. The New York scene provided Matt with many musical experiences including stints with Benny Goodman, Toshiko Akiyoshi, Marian McPartland, Loren Schoenberg, The WDR Big Band, Mel Lewis, Lionel Hampton, Grover Mitchell,Blood Sweat and Tears, Sting, Natalie Cole, The Smithsonian Jazz Orchestra, Leon Redbone, and numerous Broadway shows and recordings.

In 1992 Matt found himself in Los Angeles as part of the Tonight Show with Jay Leno Band. This position lasted 17 years and allowed Matt to involve himself with jazz education in the schools.

Currently Matt leads his own group, on bass, directs jazz bands in three middle schools as well as Livermore High School, and conducts numerous Jazz Labb workshops throughout the year in Livermore.

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Denise Leddon

Denise Leddon has played a vital role in strengthening Livermore's cultural arts community through her work with Cantabella Children's Chorus, Del Valle Fine Arts, Livermore-Amador Symphony, and the Livermore Cultural Arts Council.

Across these organizations, she has supported youth music education, visual arts programming, and professional symphonic performance, while also fostering collaboration among local arts groups. Her leadership and advocacy have expanded access to the arts, strengthened nonprofit partnerships, and helped ensure a vibrant, connected cultural landscape in the Tri-Valley.

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Links to publicity for ArtWalk Livermore

https://www.pleasantonweekly.com/ae/2025/10/06/artwalk-livermore-returns-to-downtown-this-weekend/

https://www.independentnews.com/culture/artwalk-livermore-set-for-oct-14/article_3e09a1da-59b1-11ee-b6c0-b7d5683c909e.html

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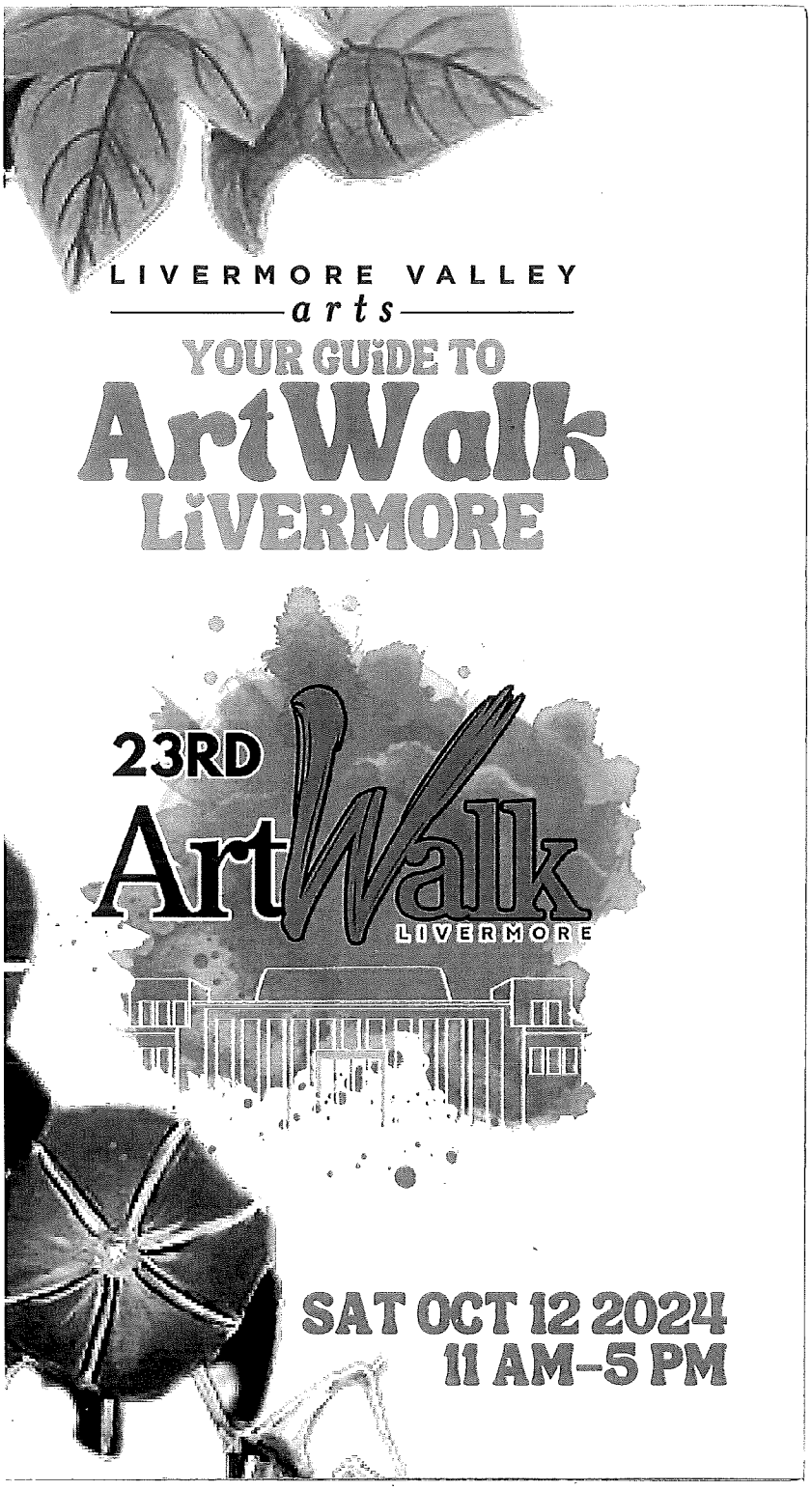

LIVERMORE VALLEY
arts

ArtWalk LIVERMORE

The Tri-Valley's Premiere
One-day Art Fest!

DOWNTOWN LIVERMORE

SAT OCT 8
11 AM - 5 PM

Original Art and Fine Hand Crafts
Community Art Projects
Live Music

For more info visit
LivermoreArts.org



EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

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.

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 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. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the 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.

EXHIBIT F

AGREEMENT BETWEEN CITY OF LIVERMORE AND LIVERMORE VALLEY OPERA FOR FISCAL YEAR 2026-27 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2026, between the City of Livermore, a municipal corporation ("City"), and Livermore Valley Opera, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to hold an opera education and community engagement program ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions imposed by the 2008 Art in Public Places Program Policy and Procedures Manual,

Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: Opera: Reduction performance for elementary schoolsm master cases for middle & high schools, master class for community college, senior resident & library performances.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* To enrich our community by producing world class operas and fostering the careers of professional opera singers. Livermore Valley Opera encourages a wider appreciation of opera and associated arts through community outreach and educational programs for youth in schools. ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report

has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. **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:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Livermore Valley Opera
Attn: Pamela Rigg
[redacted]

V. **GENERAL CONDITIONS**

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its 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 Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. 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 of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days

after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with

respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. **WAIVER**

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts 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. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

EXHIBIT F

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Livermore Valley Opera
501(c)3 Non-Profit Corporation
"Grantee"

DocuSigned by:
Pamela Rigg
6282F0F54B934D3...

By:_____ **Dated:**5/4/2026 | 10:14 AM PDT

Pamela Rigg
Education and Community Engagement Program Director

CITY OF LIVERMORE
a Municipal Corporation
"City"

By:_____ **Dated**:_____

Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C471...

Initial
JF

DEPUTY/ASSISTANT/SENIOR ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

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EXHIBIT A

LIVERMORE
CALIFORNIA

Project & Program Grant

City of Livermore
Office of Innovation & Economic Development
Commission for the Arts

Application Form, Instructions, and Checklist

Applications are due on March 1 and September 1 each year

Completed grant applications must be:

- Delivered (in person or by commercial service such as FedEx, UPS, etc.) to the Office of Innovation & Economic Development c/o Commission for the Arts by 5 p.m. on March 1 and September 1, or
- Sent First Class or Priority Mail by the US Postal Service to be received at the City no later than March 1 and September 1.

Send or deliver applications to:

City of Livermore
Office of Innovation & Economic Development
Staff Liaison for the Commission for the Arts
1052 South Livermore Avenue
Livermore, CA 94550

This packet contains the Application Checklist and instructions for completing the application.

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Applicant Name: **LIVERMORE VALLEY OPERA**

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☒ 1. Application Checklist (this page).
- ☒ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline?
- ☒ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- ☒ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- ☒ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- ☒ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- ☒ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- ☒ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- ☒ 9. Resumes/biographies of key project individuals, generally one page each.
- ☒ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- ☒ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☒ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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2. Start Date and End Date

Start Date: September 1, 2026

End Date: June 30, 2027

EXHIBIT F

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on **March 1** or September 1

Submission Date: February 25, **2026.**

Amount of Grant Request: **$10,000** Total Project Budget: **$22,150**

Applicant/Organization: **Livermore Valley Opera**

Applicant/Organization's Address: [redacted]

Applicant/Organization's Web site: **www.LivermoreValleyOpera**

Preparer's Name & Title: **Pamela Rigg, Education & Community Engagement Program Director**

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Opera: Reduction performance for elementary schools, master cases for middle & high schools, master class for community college, senior resident & library performances.

Briefly describe the project or program for which support is requested:

Opera reduction performance for elementary schools, master cases for middle & high schools, master class for community college, senior resident & library performances.

Number of people intended to reach:
Audience**: 7,000**

Participants: 10 – 12 students participate at each of 20 performances.

"Audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: **September 1, 2026**
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: **June 30, 2027**

EXHIBIT F

Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Jonathan Kleid

Authorized Officer's Signature: Date: February 24, 2026

Jonathan Kleid
Print Name of Officer signing this form

President
Title of Officer signing this form

- or -

If applicant is an individual artist: **NA**

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature Date

Print name of Artist signing this form

EXHIBIT F

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 0	
Tuition/Workshop fees	$ 0	
Other:	$ 0	
Subtotal: Earned Revenue	$ 0	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 10,000	$	$10,000
Grants *(Foundations/Government other than City)*	$ 2,150	$	$2,150
City of Livermore *(other than this grant request)*	$ 0	$	$0
Other:	$ 0	$	$0
Subtotal: Contributed Income	$ 12,150	$	$12,150

Project & Program Grant Amount Requested	$10,000
Total Project Support (Revenue + Income + Grant)	$ 22,150

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	Amount	Notes
Artistic	$20,600	Singers & piano accompanist
Production	$ 0	
Administrative	$ 0	
Other: *(describe in Notes)*	$	
Subtotal: Personnel	$20,600	

General	Amount	Notes
Venue Rental	$ 150	Boswell Center rehearsal rental
Materials and Supplies	$1,400	Elementary school production: costumes, props, printed materials for teachers
Marketing and Promotion	$ 0	
Transportation	$ 0	
Insurance	$ 0	Free rider to main LVO insurance policy
Other: *(describe in Notes)*	$ 0	
Subtotal: General	$ 1,550	

Total Project Expenses (Personnel + General)	$22.150
Project Surplus (Loss) (*Total Support minus Total Expense*)	$ 0

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   As stated in the Livermore Valley Opera By-Laws:
   "The mission of Livermore Valley Opera (LVO) is to enrich our community by producing world class operas and fostering the careers of professional opera singers. LVO encourage a wider appreciation of opera and the associated arts through community outreach and educational programs for youth in schools."

   See Attachment A: Livermore Valley Opera By-Laws

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

   Livermore Valley Opera's *Education and Community Engagement Program* has served the City of Livermore since the opera company's formation in1992 with in-school opera performances and opera/singing master classes, and library and senior community opera recital engagements. The proposed project is both a continuation and an expansion of our ongoing education and community engagement program for free.

   See Attachment B: Financial Details

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   The requested grant will be used in the implementation of the project with the payment to the performers: opera reduction performance at elementary schools and rehearsal time, rehearsal rental space, costumes, props, sets ($15,000 + $2,250 + $1400), Dress Rehearsal performances at the Bankhead Theater for middle and high schools ($800), senior residential facility ($1,200), and library ($750). Performer expenses represent 93% of budget. The remaining $1400 Is for studio rehearsal studio, costumes, props, and printed materials & mailing for teachers.
   No administration costs are reflected in the Program budget. The Director of Education and Community Engagement is a volunteer position.

   See Attachment C: Financial Details.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, arts Alive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

   See Attachment D: *Cultural Arts Master Plan* and
   Livermore Valley Opera's *Community Engagement Program*

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

   Partnership with community organizations, but with no financial support because the performances and recitals are free, are listed in #1.

   See Attachment E: Community Organizations Articulation

EXHIBIT F

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line-item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
Board of Director Donations	**Cash contributions**	**$10,000**
		$
		$
		$
		$
		$

Requested Grant Amount: **$10,000.**

Cash Match Amount: **$10,000**

In-kind Match Amount: **$ 0**

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Attachment A

Mission Statement:
As stated in the Livermore Valley Opera By-Laws:
The mission of Livermore Valley Opera (LVO) is to enrich our community by producing world class operas and fostering the careers of professional opera singers. LVO encourage a wider appreciation of opera and the associated arts through community outreach and educational programs for youth in schools.

Livermore Valley Opera produces two operas with four performances each, during the opera season October through March, at its current residence at the Bankhead Theater. *Opera in the Vineyard* are concerts with four (4) opera singers and piano accompanist singing arias, duets, and quartets of popular opera and musical theater pieces, presented at local wineries once in June and once in August.

The proposed program, *Education and Community Engagement Program,* extends the main stage opera at the Bankhead Theater to existing community institutions: elementary, middle, and high schools, community college, and senior resident community.

The Program includes a reduction of a full opera presented at elementary (K-5 and K-8) schools once a year with four singers and piano accompaniment, dress rehearsal of a full-performances at the Bankhead Theater twice a year, for high school students, and opera recitals at a senior community residence twice a year with three singers and piano accompanist.

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Attachment B

Livermore Valley Opera's *Education and Community Engagement Program* has served the City of Livermore since the opera company's formation in1992 with in-school opera performances and opera/singing master classes, and library and senior community opera recital engagements. The proposed project is both a continuation and an expansion of our ongoing education and community engagement **free** program.

1. a reduction of an opera presented at elementary schools once a year with four singers* and piano accompanist, 20 performances. 5 artists;
2. high school full-opera dress rehearsal performance at the Bankhead Theater twice-a-year;
3. opera recital at a senior community twice a year with two singers and piano accompanist, two performances, twice a year, 3 artists.

Major opera productions (though reduced in length) in which major singing roles are performed by the four singers with 10 to 12 students participating in the production.

Venues & Costs:
Elementary Schools – 20 performances – Total $18,650

5 artists @ $150/each is $750/performance @ 20 performances:	$15,000
5 artists @ $150/each is $750/rehearsal @ 3 rehearsals:	$. 2,250
Rehearsal studio rental @$50/rehearsal @ 3 rehearsals:	$ 150
4 artist costumes, student costumes, props & sets	$ 750
School support materials and postage	$ 500
Total Cost Elementary Schools	**$ 18,650**

Altamont Creek Elementary School
639 students (2/2026) – 2 performances

Arroyo Seco Elementary School
602 students (2/2026) – 2 performances

Emma C. Smith Elementary School
661 students (2/2026) – 2 performances

Jackson Avenue Elementary School
517 students (2/2026) – 2 performances

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Joe Michell Elementary School
786 students (2/2026) – 2 performances

Junction Avenue Elementary School (TK-8)
803 students (2/2026) – 2 performances

Lawrence Elementary School (K-5)
507 students (2/2026) – 1 performance

Leo R. Croce Elementary School (K-5)
496 students (2/2026) – 2 performances

Marylin Avenue Elementary School (K-5)
423 students (2/2026) – 1 performance

Rancho Las Positas Elementary School (K-5)
586 students (2/2026) – 2 performances

Sunset Elementary School (K-5)
775 students – 2 performances **6,795 elementary students**

High Schools – 2 Opera Production Dress Rehearsals

$20 per student w/chaperone attendance Total $800
Free to student & chaperone.

Granada High School
1,157 students (2/2026) with **10 students** w/chaperone attending

Livermore High School
1,803 students (2/2026) with**10 students** attending w/chaperone

Library –

One performance with four singers and one piano accompanist

Total $750.

Senior Community – 2 recitals

Three (3) singers & one (1) piano accompanist. @ $150/each is
$600/recital x 2 recitals **Total $1,200**

Heritage Estate Senior Living
40 Residents x 2 recital performances – 80 attendees.

Time Frame: September 1, 2026 – June 30, 2027

Docusign Envelope ID: F866F0EA-D63E-8715-8296-B08226F9F1B1

Funding: **Total Program Costs - $22,150**

45% Grants ($10,000) & 55% Private Donations ($12,150)

Performers: Bay Area Singers and Pianist on contract by performance

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Attachment C

The requested grant will be used in the implementation of the project with the payment to the performers: opera reduction performance at elementary schools and rehearsal time ($15,000 + $2,250 + rehearsal space (Bothwell) rental), costumes, props, sets ($750), school support supplies ($500), middle school and high school dress rehearsals ($800), senior residential facility ($1,200), and library performance ($750). Performer expenses represent 93% of budget. The remaining $1400 is for studio rehearsal studio, costumes, props, and printed materials & mailing for teachers.

No administration costs are reflected in the Program budget. The Director of Education and Community Engagement is a non-paid volunteer position. See Attachment 2 for financial details.

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Attachment D

***Cultural Arts Master Plan* Strand 1** The Livermore Valley Opera performs two operas each season, one in October and one in March with four performances of each opera on Saturday evening and afternoon, and Sunday afternoons at the beautiful Bankhead Theater in the Livermore Cultural District, for which funding is **not** sought in this grant proposal. ***Cultural Arts Master Plan* Strand 1 is met through Bankhead performances.**

***Cultural Arts Master Plan* Strand 2**. The Livermore Valley Opera performances at the Bankhead Theater rarely reaches 60% which is typical in the opera industry, and being addressed by Livermore Commission for the Arts. Opera as a performing arts form reaches into the community and into the schools to make opera more accessible, and increasing the engagement of the Livermore community. Livermore Valley Opera, in its mission statement, and in its *Education and Community Engagement Program*, insures the visibility and vitality of opera for students in the Livermore elementary, middle, and high schools, in senior residents facility, and at the Civic Center Library for all residents, and for which funding is being applied.
***Cultural Arts Master Plan* Strand 2 is met through school and community performances and recitals venues located in the community.**

***Cultural Arts Master Plan* Strand 3**. The Livermore Valley Opera recitals at the Main Library at Civic Center reaches into the community. Elementary school opera performances make opera more accessible to the youth of the Livermore elementary public schools. Livermore Valley Opera, in its mission statement, and in its *Education and Community Engagement Program*, insures the visibility and vitality of opera for students in the Livermore elementary, middle and high schools, and residents in senior residents' facility, and at the Civic Center Library for all residents. LVO creates a sense of community and life-long learning with publicly accessible opportunities for all Livermore residents to attend.
***Cultural Arts Master Plan* Strand 3 is met through school and community opera performances and recitals creating a sense of community and life-long learning**.

***Cultural Arts Master Plan* Strand 4**: Livermore Valley Opera provides this education and community engagement program entirely free. As such, LVO provides a long-term, sustainable opera performing arts resource that support the City's arts and culture community for all residents.
***Cultural Arts Master Plan* Strand 4 is met through school and community opera performances and recitals providing a long-term, sustainable opera experience for students and residents.**

Docusign Envelope ID: F866F0EA-D63E-8715-8296-B08226F9F1B1

Attachment E

Partnership with community organizations, but with no financial support, because the performances and recitals are free, are listed in #1:

Elementary Schools –
Altamont Creek Elementary School
Arroyo Seco Elementary School
Emma C. Smith Elementary School
Jackson Avenue Elementary School
Joe Michell Elementary School
Junction Avenue Elementary School
Lawrence Elementary School
Leo R. Croce Elementary School
Marylin Avenue Elementary School
Rancho Las Positas Elementary School
Sunset Elementary School

Middle and High Schools –
William Mendenhall Middle School
Andrew N. Christensen Middle School
Avenue Middle School
Granada High School
Livermore High School

Community College
Las Positas Community College

Senior Community –
Heritage Estate Senior Living

Library –
Civic Center Library (Main) Rooms A and B

Financial support for the Livermore Valley Opera's *Education and Community Engagement Program* is funded by contributions from all LVO board members in the amount of $10,000+, and a grant from Tri Valley Nonprofit Alliance. **This application seeks $10,000 grant to close the budget gap.**

Docusign Envelope ID: F866F0EA-D63E-8715-8296-B08226F9F1B1

4. Livermore Valley Opera Board of Directors

- Sonya Sheffield [redacted], Secretary

  Terms of office: 2022 - 2025

- Rosemary Chang [redacted]

  Terms of office: 2021 - 2024

- Raquel Holt [redacted]

  Terms of office: 2021 - 2024

- Hank Huff [redacted]
  Treasurer

  Terms of office: 2022 - 2025

- Alexander Katsman [redacted]

  Ex Officio

- Monica Kulander [redacted]

  Terms of office: 2023 - 2025

- Barbara Lymberis [redacted]

  Terms of office: 2021 - 2024

- Erie Mills [redacted]

  Ex Officio

- Manfred Mundelius [redacted]

  Terms of office: 2022 - 2025

- Pamela Philbert [redacted]

  Terms of office: 2021 - 2024

- Pamela Rigg [redacted]

  Terms of office: 2022 - 2025

- Keith Sawyer [redacted]
  President

  Terms of office: 2022 - 2025

- Jim Schmidt [redacted]

Docusign Envelope ID: F866F0EA-D63E-8715-8296-B08226F9F1B1

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 17 2001

LIVERMORE VALLEY OPERA
[redacted]

Employer Identification Number: [redacted]
DLN: [redacted]
Contact Person:
DAVID V SCIAN
Contact Telephone Number: [redacted]
ID# [redacted]
Our Letter Dated:
March 1994
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter [redacted] (DO/CG)

Docusign Envelope ID: F866F0EA-D63E-8715-8296-B08226F9F1B1

#6 See App. at Beginning

7. Notes on the Project Budget

1. Elementary School Performances:
   a reduction of a full opera presented
   year with four singers and piano acc

   $150/performance/performer = $750/
   20 performances @ $750 = $15,000
   3 rehearsals @ $750 = $. 2,250

   Rehearsal studio rental, (Bothwell Arts Center) costumes, props, printed teacher materials:
   $1400.

2. opera recital at a senior community twice a year with three singers and piano accompanist.
   4 artists
   $150/performance/performer performances = $1200

3. Library Performance:
   Once a year with four singers and piano accompanist,
   5 artists at $150/performance/performer = $750

4. High School Dress Rehearsal – Twice a year
   20 students & chaperones @ $20 each = $800

TOTAL $22,150.

Docusign Envelope ID: F866F0EA-D63E-8715-8296-B08226F9F1B1

8. List of Key Project Individuals

Erie Mills, Artistic Director
Select the opera and performance selections, hire the professional singers and piano accompanists, review the opera reduction, and generally review all artistic aspects of the education and community engagement program.

Dr. Pamela Rigg, Director
Education and Community Engagement Program
Contact Elementary, Middle and High Schools for performances and master classes, and Library and Senior Community for scheduling dates.
In co-operation with the Artistic Director to create the opera reduction for the elementary school performances. Organize costumes, sets and props.

Performers:

Cho, Hannah, Soprano
Healy, Glenn, Bass
Kynard, Bradley, Baritone
Luis, Joachim, Tenor
McCarroll, Hadley, Pianist
Stanford, Cole, Pianist

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9. Resumes of Key Project Individuals

A. Erie Mills, Artistic Director

B. Pamela Rigg, Director
Education and Community Engagement Program

C. Hannah Cho, Soprano

D. Glenn Healy, Bass

E. Bradley Kynard, Baritone

F. Joachim Luis, Tenor

G. Hadley McCarroll, Pianist

H. Cole Stanford, Pianist

Docusign Envelope ID: F866F0EA-D63E-8715-8296-B08226F9F1B1

Hannah Cho *Soprano*



OPERA (*:World premier)

CioCio San	*Madama Butterfly*	Pocket Opera	2026
Rosina	*Il Barbiere di Siviglia*	Livermore Valley Opera Education Pr	2026
First Lady	*Die Zauberflöte*	Opera Naples	2025
Yum Yum	*Mikado*	Opera Naples	2025
Musetta/ Marzelline (Partial role)	*La Boheme/ Fidelio*	Merola Opera Program	2024
Zerlina (Cover)	*Don Giovanni*	Merola Opera Program	2024
Josephine	Huang*: American Soldier (NY Premier)*	PAC New York	2024
Nightingale	DeSpain*: Song of the Naghtingale**	OnSite Opera	2023
Nedda	*Pagliacci*	Daejeon Opera, Korea	2023
Pamina	*Die Zauberflöte*	Mannes Opera	2023
Deirdre	Spears/Smith:*The Righteous*	Santa Fe Opera (Workshop)	2022
Calisto	Cavalli: *La Calisto*	Mannes Opera	2022
Zerlina	*Don Giovanni*	Hankyung Phil Orchestra	2021
Violetta (Cover)	*La Traviata*	Korea National Opera	2020
Little Madame Shoes	Chun: *RED SHOES**	Korea National Opera	2020
Nanako	Kim: *Dongju Yoon**	Korea Ministry of Culture	2018

ORATORIO & CONCERT

Mahler Symphony No. 4	SF Symphony Youth Orchestra	2026
F.Cohen: Nitzor- *A Jorney of Remembrance*	San Jose State University	2025
Beethoven: *Symphony No. 9*	SouthWest Florida Symphony	2025
Handel: *Messiah*	Grace Bedel Church/ Bethany United Church	2021-2
Andre: Magnificat	New Jersey Chodae Church	2020
Penderecki: Sanctus, Benedictus	Seoul National University	2013
WQXR Green Room Showcase	WQXR Green Room	2025
Liederabend	German Consulate General in NY	2024
Recital Series (I, II, III) with Pianist Youngmo Na	Vila Marin SF, Auditorium NY, SangHang SF	2024
WQXR Young Artist Showcase	WQXR	2023
Sound Festival Concert	Weill Hall, Carnegie	2023
Brooklyn Art Song Society Concert	First Unitarian Church, NY	2022
A Celebration of the international day of Peace	Tishman Auditorium, NY	2022
Seoul Arts Center Gala Concert	Concert Hall, Seoul Arts Center, Korea	2020
Phantom of the Autumn	Lotte Concert Hall, Korea	2020
Concert with KBS Orchestra	KBS Hall, Korea	2020
Korea National Opera Gala Concert	Concert Hall, Seoul Arts Center, Korea	2020
Beijing Winners Gala Concert	Beijing Grand Theater, China	2019
Kumho Foundation Young Artist Recital	Yonsei Kumho Art Hall, Korea	2019

COMPETITIONS

Nomination	2026 Grammy Award- Best Opera Recording (Huang: An American Soldier)	2026
2nd Prize	James Toland Vocal Arts Competition	2023
Grant Recipient	Gerda Lissner Competition/ Michael S. Opera Award/ Goldsmith Foundation Award	2022
1st Prize	Daejeon Opera Competition	2022
1st Prizes	Korea National Opera Competition, SEIL Art Song Competition	2021
2nd Prizes	Daegu Opera Competition, KBS Music Competition	2019
1st Prize & Best Duo Award	Lied Association Competition	2018
1st Prize	Beijing International Singing Competition (Art Song division)	2017

Voice Teacher	**Coach**	**Conductor**	**Director**	**Other skills**
Margaret Lattimore	Bin Yu Sanford	Carolyn Kuan	Chay Yew	Piano
Richard Cox	Andrew King	Ramon Tebar	Katherine M. Carter	Choir conducting
	Carrie-Ann Matheson	Temirzhan Yerzhanov		

TRAINING/ EDUCATION

Opera Naples Resident Artist (2025), Merola Opera Program (2024),
Mannes School of Music (MM, PDPL 2021-2024), Seoul National University (BM, MM)

Docusign Envelope ID: F866F0EA-D63E-8715-8296-B08226F9F1B1



Glenn Louis Healy, Bass

[redacted]

glennhealy.com

Operatic Roles and Performances

Hortensius (Cover)	La Fille du Régiment	Festival Napa Valley (2025)
Dulcamara	L'Elisir D'Amore	Livermore Valley Opera Outreach (2025)
Count Ceprano, Sparafucile (cover)	Rigoletto	Opera San José (2024)
Bass Solo	Messa di Gloria	Symphony San José (2024)
Sebastian	Tenderhooks (Premiere)	Left Coast Ensemble (2023)
Zuniga	Carmen	Reno Philharmonic (2023)
Curio	Giulio Cesare	West Edge Opera (2022)
Bogdanovitch	The Merry Widow	Pocket Opera (2022)
Bass Solo	Haydn's Nelson Mass	Stockton Chorale (2022)
Karl Marx, Mr. Lister, Voiceover	Elizabeth Cree	West Edge Opera (2021)
Dottore Grenvile	La Traviata	West Bay Opera (2020)*
Speaker/2nd Armored Man	Die Zauberflöte	Opera San José (2020)*
Ferrando/Old Gypsy	Il Trovatore	Opera San José (2020)
Quarterdeck Officer/Chorus	Billy Budd	San Francisco Opera (2019)
Alcindoro/Benoit (Cover)	La Bohème	Des Moines Metro Opera (2019)
2nd Armored Man (Cover)	Die Zauberflöte	Sarasota Opera (2019)
Leporello	Don Giovanni	Opera MoDo (2017)
Billy Jackrabbit	La Fanciulla del West	Detroit Opera (2017)

*Rescheduled

Education and Training

Des Moines Metro Opera Apprenticeship Program	2019
Sarasota Opera Apprenticeship Program	2019
Bachelor and Master of Music from University of Michigan	2014/2016
Opera in the Ozarks	2012/2017
Tyrollean Opera Program (Austria)	2015
Music in the Marche (Italy)	2013

Conductors and Coaches

Martin Katz, Kathleen Kelly, Victor DeRenzi, Kay Castaldo, David Neely, Elizabeth Bachman, Michael Shell, Martha Collins, Sam Helfrich, JJ Hudson, Thomas Cockrell

Special Skills

Proficient in Italian, German, and French languages. Experienced singing in Russian, Czech, and Spanish. Stage Combat training includes, sword, dagger, tumbling, hand-to-hand, guns. Dance training includes ballet, jazz, modern, ballroom, swing, partner lifts.

Docusign Envelope ID: F866F0EA-D63E-8715-8296-B08226F9F1B1

Bradley Kynard | Baritone | AGMA bradleykynard.com | [redacted]

ROLES PERFORMED:

Baritone Soloist	*Carmina Burana* (Orff)	Scuol Classics Switzerland (June 2026)
Cordell	*Hot Wing King* (Katori Hall) - **(Play)**	New Conservatory Theater - SF
Baritone Soloist	*Ninth Symphony* (Beethoven)	Sonoma Symphony
aritone Soloist	*Lieder eines fahrenden Gesellen* (Mahler)	Oakland Civic Orchestra
Escamillo	*Carmen* (Bizet)	The Main Canyon at The Cedars
Sportin' Life/Narrator	*Porgy and Bess* (Gershwin/Garcia-Arr.)	Vallejo Symphony
Baritone Soloist	*Ninth Symphony* (Beethoven)	Golden Gate Symphony
Baritone Soloist	*Ninth Symphony* (Beethoven)	Scuol Classics Switzerland
Yoshiro	*The Emissary* (Oh/Rourke)	Opera Parallèle
Soloist	*Juke Joint Jukebox* (Various)	Peninsula Broadway Theater
Bass Soloist	*The Messiah* (Handel)	Golden Gate Symphony
Shepherd	*Laud to the Nativity* (Respighi)	Handel Opera Project
Apollo	*Apollo and Daphne* (Handel)	Handel Opera Project
Peter Sesley	*She Who is Alive – Film Version* (Wold)	Wold Fabrications
Baritone Soloist	*The Difference* (Patzner)	Riffic Records Productions
Baritone Soloist	*Mer hahn en neue Oberkeet BWV 212* (Bach)	Riffic Records Productions
Caliban	*Prospero's Island* (Shearer)	Ninth Planet
Zebul	*Jephtha* (Handel)	Handel Opera Project
Baritone Soloist	*Carmina Burana* (Orff)	Golden Gate Symphony
Baritone Soloist	*At War with Ourselves* (Abels)	Kronos Quartet
Daggoo	*Moby Dick* (Heggie)	San Francisco Opera
Baritone Soloist	*Hiob* (Mendelssohn, Fanny) *Ballad of the Brown King* (Bonds)	Ukiah Symphony Orchestra
Baritone Soloist	*Messiah* (Handel)	First Presbyterian Church of Berkeley
Baritone Soloist	*Fauré Requiem* (Fauré)	San Francisco Choral Society
Baritone Soloist	*Four Note Opera* (Thompson)	Solo Opera
Wes	*Sophia's Forest* (Beecher)	Opera Parallèle
Peter Sesley	*She Who is Alive* (Wold)	Wold Fabrications
Baritone Soloist	*Schubert Mass in G* (Shubert)	1st Congregational Church – Palo Alto
Montgomery	*Harriet's Spirit* (Shelby)	Opera Parallèle
Tamerlano	*Tamerlano* (Handel)	Handel Opera Project
Father/The Hair	*A Little Girl Dreams of Taking the Veil* (Wold)	Wold Fabrications
The Wreckers	*Lawrence* (Smyth)	Island City Opera
Siméon	*L'enfant Prodigue* (Debussy)	Handel Opera Project
Trio	*Trouble in Tahiti* (Bernstein)	Opera Parallèle
John Brooke	*Little Women* (Adamo)	Island City Opera
Peter (the Father)	*Hansel and Gretel* (Humperdinck)	Solo Opera
Mr. Wickham	*Pride and Prejudice* (Mechem)	Redwood City Symphony
Arsamene	*Serse* (Handel)	Handel Opera Project
Alfio	*Cavalleria Rusticana* (Mascagni)	Pocket Opera
The Patriarchy	*A Little Girl Dreams of Taking the Veil* (Wold)	Fabrications Opera
Don Ramiro	*Xochitl and the Flowers* (Pratorius)	Opera Parallèle
Nicandro	*Atalanta* (Handel)	San Francisco Conservatory (Guest Artist)
A Voyager	*Manon* (Massenet)	San Francisco Opera
Ramiro	*L'heure Espagnole* (Ravel)	Opera Academy of California
InnKeeper (Cover)	*Manon* (Massenet)	San Francisco Opera
Man in a Bar	*Champion* (Blanchard)	Opera Parallèle
Prince Yamadori	*Madama Butterfly* (Puccini)	Livermore Valley Opera
Marchese d'Obigny	*La Traviata* (Verdi)	Opera San Jose
Chirurgo	*La forza del destino* (Verdi)	West Bay Opera
Robbins	*Porgy and Bess* (Gershwins)	Mendocino Music Festival
Baritone Soloist	*Five Mystical Songs* - (Vaughan Williams)	Sunnyvale Orchestra

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Long Bio:

San Francisco born Filipino-American Tenor Joachim Luis was last seen on stage in September 2024 as the First Armed Man in Opera San Jose's "The Magic Flute." In April 2019 he made his Chicago Opera Theater debut as Tashtego in Moby Dick. Past roles include: Ernesto (Don Pasquale), Ferrando (Così fan tutte), Count Almaviva (Il barbiere di Siviglia), Don Basilio/Don Curzio (Le nozze di Figaro), Morales/Remendado (Carmen), Prince Ramiro (Cenerentola), Frederick (Pirates of Penzance), Ralph Rackstraw (HMS Pinafore), Jack (Into the Woods), and Big Deal (West Side Story). Midwest/Chicago premiers include: Don Filipo in the Tagalog opera "Noli me tangere"; Zhang Junrui in the Mandarin operetta "Romance of the Western Chamber"; and Kanako Hilo/ Prince Lilo-Taro (cover) in Abraham's "Flower of Hawaii."

On the concert stage, solo credits include: Stabat Mater (Rossini), Liebeslieder Waltzes (Brahms), Carmina Burana (Orff), Mozart's Requiem, Christmas Oratorio (Saint-Saëns), Hodie (Vaughan Williams), Der Stern von Bethlehem (Rheinberger), and Messiah (Handel). A sought after choral singer, Joachim has performed and soloed with numerous Chicago groups: Bella Voce, Chicago Choral Artists, William Ferris Chorale, Chicago Bach Ensemble, Cantate, Constellation Men's Ensemble, Vocality, and Hot Commodity.

As an arranger, Joachim received his first professional orchestral credit for the Floating Opera Company's production of Don Giovanni in February 2016. His choral a cappella arrangements have been sung by Constellation Men's Ensemble and the Santa Fe Desert Chorale.

Joachim is a big advocate of introducing and making opera accessible to all. He has sung concerts both here and in Europe with the San Francisco, Hamburg and Chicago chapters of Opera on Tap, a non-profit organization that performs opera concerts in non-traditional venues such as bars, cafes, restaurants, and movie theaters; and is a former Co-Managing Divo of Opera on Tap Chicago, where he restarted the chapter in 2014. He has also performed educational outreach programs with Main Street Opera (Chicago), Opera on Tap SF, Livermore Valley Opera, West Bay Opera and the SF Opera Guild.

Joachim is a Regular AGMA Tenor in the SF Symphony Chorus and an Extra Chorister with the SF Opera. He received a Bachelor of Music Education from San Francisco State University in 2007, and a Master of Music in Classical Voice at the Chicago College of Performing Arts at Roosevelt University in 2009.

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Short Bio:

Tenor Joachim Luis has enjoyed performing in his hometown Bay Area since moving back from Chicago in 2019. He was last seen onstage in September 2024 as the First Armed Man in Opera San Jose's "The Magic Flute." Past roles include: Ernesto (*Don Pasquale*), Ferrando (*Così fan tutte*), Count Almaviva (*Il barbiere di Siviglia*), Don Basilio/Don Curzio (*Le nozze di Figaro*), Prince Ramiro (*Cenerentola*), Jack (*Into the Woods*), and Big Deal (*West Side Story*). As an arranger his choral a cappella arrangements have been performed by the Santa Fe Desert Chorale and Constellation Mens Ensemble.

Joachim is a Regular AGMA Tenor in the San Francisco Symphony Chorus and an Extra Chorister with the San Francisco Opera. He received a Bachelor of Music Education from San Francisco State University in 2007, and a Master of Music in Classical Voice at the Chicago College of Performing Arts at Roosevelt University in 2009.

Joachim Luis, Tenor

[redacted]

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Hadley McCarroll, pianist

[redacted] • hadleymccarroll@me.com



Accompanying & Coaching: Opera/Choral

Royal Danish Opera – *Copenhagen, Denmark* 2006, 2007

• Accompanying staging/musical rehearsals: *Barber of Seville (in Danish translation), La Boheme, Les Contes d'Hoffman, die Walküre, Stabat Mater* (Szymanowski). Coaching principal singers for roles in: *Don Carlo, Lucio Silla [Mozart], L'incoronazione di Poppea, Le nozze di Figaro, Der Rosenkavalier, Simon Boccanegra, Tosca.*

San Francisco Opera – *San Francisco, CA* 2002-2012

• Ballet pianist: *Lucrezia Borgia,Turandot, Nixon in China.*
• Chorus pianist: *Die Walküre, Heart of a Soldier* (premiere), *La Rondine, Iphigénie en Tauride, Il Trovatore, La Damnation du Faust*, Pianist (cover) *Pikovaya Dama.*

San Francisco Opera Center – *San Francisco, CA* 2002-2005

• *Interactive Opera*: pianist in improvised children's opera performed with SF Opera young artists in 15 schools.
• Accompanist for Adler Fellows' lessons with master teachers Marlena Malás, Nicholas DiVirgilio

Chicago Lyric Opera Center for American Artists 2005

• Accompanist for company general auditions, San Francisco

San Diego Opera – *San Diego, CA* 2012

• Rehearsal pianist: opera *Moby Dick* (Jake Heggie)

Utah Festival Opera – *Logan, UT* 2011, 2008

• Accompanying rehearsals - operas *Don Giovanni*, *Into the Woods* (Sondheim).
• *Logan Tabernacle Concerts* pianist: noontime public concerts.

West Edge Opera – Berkeley, *CA* 2018, 2016, 2013

• Accompanying rehearsals - operas *Lyska Bystrouska* (Janáček) and *Quartett* (Francesconi).

James Toland Vocal Arts International Competition – Oakland, *CA* 2015-present

• Accompanying/coaching pre-professional singers for public competition and master class.

Opera San José – *San José, CA* 2001-2004

• Rehearsal pianist: *La Cenerentola, Faust, Il trovatore, Cavalleria Rusticana*, *Pagliacci*
• Pianist for outreach community concerts with resident artists

West Bay Opera – *Palo Alto, CA* 2005-2010

• Accompanying staging/musical rehearsals: operas *Turandot, La Forza del Destino, Der Freischütz, La Bohéme, Madama Butterfly, Der fliegende Holländer, Cosi fan tutte, Pikovaya Dama, Manon Lescaut.*
• Chorusmaster-Turandot, La Bohéme, Der Freischütz

Festival Opera – *Walnut Creek, CA* 2007-2011

• Accompanying rehearsals: operas *Most Happy Fella, Madama Butterfly, Faust, A Midsummer Night's Dream*, *Carmen*

REZONANZ– *Albany, NY* 2010

• Coach, masterclass/recital pianist for young artist opera program

Peninsula Teen Opera – *Redwood City,* CA 2004-2007, 2009

• Coach/Rehearsal pianist: *Hansel and Gretel** (in English translation), *Little Women* (Adamo), *Così fan tutte, Street Scene* (Weill), *Le nozze di Figaro, Tales of Papageno** *(Magic flute* in English), **also,* music director.

Berkeley Opera – *Berkeley, CA* 1999-2010

• Rehearsal pianist: *Don Giovanni*, *The Tender Land, The Ballad of Baby Doe*, *L'elisir d'amore*, *L'enfant et les sortilèges*, *Aida, Roméo et Juliette, Die Meistersinger von Nürnberg*, *Macbeth*, *Il trittico*, *Die Entführung aus dem Serail, Othello*, *Faust, Serpentina* by John Thow [world premiere], *Chrysalis* by Clark Suprynowitcz, [world premiere]
• Chorusmaster-*The Tales of Hoffman, Romeo and Juliet*

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San Francisco Lyric Opera – *San Francisco*, CA 2005-2008
- Rehearsal pianist: *Madama Butterfly, Rape of Lucretia*

Bay Area Summer Opera Theater Institute – *San Francisco, CA* 2000-2008
- Accompanying staging/musical rehearsals: *Idomeneo*, *Così fan tutte, Le nozze di Figaro, L'incoronazione di Poppea, Serse*, *Little Women* (Mark Adamo), [West Coast premiere]; Scenes: *Idomeneo, Ballo in maschera,Norma, Carmen, Emmeline*, Don Giovanni*, Lakmé* (*conductor), Dialogues of the Carmelites, Rape of Lucretia, Ballad of Baby Doe, Tartuffe, Der Freischütz, Falstaff, Die Zauberflöte, Ariadne auf Naxos.*

Accompanying & Coaching: Ballet/Orchestral

Oakland Ballet– Oakland, *CA* 2024
- Live performance - Debussy's *Prelude to the Afternoon of a Faun*
- World premiere performance of Dialogues (Graham Lustig) - music by Pat Rasile

Alonzo King's LINES Ballet – San Francisco, *CA* 2012-2014
- Live piano performances - premiere of *Constellation* in San Francisco, New York City, Rouen/Paris, France.

Mark Foeringer Dance Project | SF – San Francisco, *CA* 2016, 2011
- Live performance - Chopin's *Ballade in G Minor*.
- Musical Direction/piano - *Nutcracker Sweets,* a shortened *Nutcracker.*

Oakland Symphony – Oakland, CA 2004-present
- Rehearsal pianist: *Porgy & Bess, Mass* (Bernstein), *Des Knaben Wunderhorn, Guys and Dolls*
- Pianist for concert sing-along of Brahms *Requiem*
- Pianist for outreach concerts
- Orchestra pianist

Berkeley Symphony Orchestra – Berkeley, CA 1999-2007
- Piano preparation under Kent Nagano: *Cantatrix Sopranica* by Unsuk Chin, *What Next?* by Elliott Carter [West Coast premiere]; *60th Parallel* by Phillipe Manoury [West Coast premiere]; *Seven Early Songs* (Berg), *Don Giovanni* with Jane Eaglen; *Four Last Songs*, *Tristan und Isolde* with Linda Watson.
- *Pagliacci, Faust, Le Nozze di Figaro, La Forza del Destino* with Nuccia Focile

Chamber/Contemporary Music

martha & monica – *Oakland, CA* 2006-present
- Founding pianist, cello/piano duo. Performances: West Coast Live, Pt. Reyes Concert Series, Berkeley Chamber Performances, Old First Concerts, affiliate of San Francisco Friends of Chamber Music. Repertoire includes: Ustvolskaya, Carter, Britten, Brahms, Schubert, Denisov, Schnittke, Beethoven, Janáček, Leo Weiner, Schumann.

sfSoundGroup – *San Francisco, CA* 2004-present
- new music ensemble/collective of composer-performers exploring boundaries of contemporary music
- pianist in works by Sciarrino, John Zorn, Ligeti, Berio, Xenakis, Cage, Glass, Andriesson, Robert Ashley, Tenney.

Espressivo – *Santa Cruz, CA* 2016
- Pianist for performances of "Pierrot Lunaire" at the Tannery

Left Coast Chamber Ensemble– Berkeley, *CA* 2023, 2019, 20016, 2013
- Accompanying rehearsals - operas *Artemesia* (Laura Schwendiger);*Tenderhooks* (Anthony R Green)

The Mirage Ensemble – *Oakland, CA* 1996-present
- Founding pianist of soprano-clarinet-piano trio, performing around the United States, Canada
- Led chamber music/vocal master classes Northwestern University.
- Chamber Music America showcase group at 2004 Western Arts Alliance Conference; performance in Long Beach.
- Awards: Philanthropic Ventures, San Francisco Community Music Center, Chamber Music America

The Oakland Chamber Ensemble – *Oakland, CA* 2003, 2005
- Founder/director/pianist of emerging group featuring chamber music of unusual instrumentation. Premiere concert, Mills Concert Hall, Oakland: *Concerto for Piano and Winds* (Stravinsky), *Capriccio,* piano left-hand and brass septet (Janáček)--piano soloist; Second season program: *Sextet for Piano and Winds* (Poulenc), *La Revue de Cuisine (Martinu).*

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Solo Piano Recitals

• Berkeley, San Francisco, Oakland, Olympic Music Festival. Noontime Concerts, Old First Concerts, 142 Throckmorton.
Programs: *Beethoven, Carter, Copland, Ravel, Haydn, Chopin, Mozart, Debussy, Janáček, Schumann,Scriabin, Gubaidulina, Ligeti, Shostakovich*.

Performing Highlights . Grants/Awards . Leadership

- piano soloist, Rachmaninoff *Piano Concerto #2,* **Gunther Schuller**, conductor, *Austin, TX*
- **City of Oakland *Individual Artist Award*** for performance of Oakland Chamber Ensemble at Mills College
- **Chamber Music America *Opportunities Plus* Award**.
- San Francisco Community Music Center: **Faculty Enrichment Grant**, *Shenson Faculty Series*
- **co-founder, *Accendi Performances***, non-profit arts presenting org; *Oakland, CA*

Education

The University of Texas at Austin, BM & MM in Piano Performance – *Austin, TX* 1990-1996
- First Prize in *Sidney Wright Endowed Presidential Scholarship Competition in Piano Accompanying*
- 2 years of graduate piano pedagogy
- Endowed Presidential Scholarship in music.
- Concerto Competition winner
- Gramma Fisher Foundation Scholarship
- Vocal and choral studies under Craig Hella Johnson, Darlene Wiley.

The Levine School of Music – *Washington, D.C.* 1982-1984
- Piano study under Dionne Laufman Weigert

The Washington Conservatory of Music – *Washington, D.C.* 1984-1989
- Scholarship student: theory/counterpoint study, private piano, and accompanist for Opera Workshop

References

Jonathan Khuner, conductor – *Berkeley, CA*
former music staff: *San Francisco Opera*, *Chicago Lyric Opera*, *Metropolitan Opera*; Music Director, *West Edge Opera*

James Toland – *tenor – Eugene, Oregon*
Artistic Director and Founder, James Toland Vocal Arts

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Erie Mills, Artistic Director, Livermore Valley Opera

2016 - present

Education:
College of Wooster , Wooster, OH
B.A. Music – Vocal Performance

University of Illinois – Urbana-Champaign
M.A. Music – Vocal Performance

College of Wooster , Wooster, OH
Honorary Doctorate in Music

Awards:

Houston Opera Studio Recipient
Richard Tucker Foundation Grant
Distinguished Alumni Award from the College of Wooster

Opera Performance Venues: Metropolitan Opera, New York ; Teatro alla Scala, Milan, Italy ; Vienna Opera, Germany;

Symphony Concert Performance Venues: Chicago Symphony, Philadelphia Symphony, St. Louis Symphony, Cleveland Symphony, Boston Symphony, Los Angeles Symphony, San Francisco Symphony, the St. Paul Chamber Orchestra, and the VARA Radio Orchestra at the Concertgebouw in Amsterdam.

Recitalist: Soloist and Chamber Music

Chamber Music Society of Lincoln Center, Bravo Colorado Music Festival, Music from Angel Fire, and at St. John's Smith Square in London.

Recordings:

RCA's Sondheim's *Follies*, New World Records' Grammy award-winning *Candide*, and her solo CD of American song "Always il's Spring" from VAI.

University and Opera Company Positions:

San José State University, Full Professor of Music.

Principal English Diction Coach for Opera Theatre of St. Louis, Metropolitan Opera, Santa Fe Opera, and Opera Philadelphia.

Adjudicates at the Metropolitan Opera National Council auditions and for the National Association of Teachers of Singing.

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Board Positions:

Opera America Board of Directors
Board Secretary of the William M. Sullivan Foundation.

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Pamela Zell Rigg, Ph.D.

Director, Education and Community Engagement Program

Education:

New York University
English Literature
B.A.

New York University
Education
M.A., 1969

University of Arizona
Educational Psychology
M.A., 1972

University of California, Berkeley
Math, Science and Technology Education
Ph.D.,1990

American Montessori Society Early Childhood Montessori Teacher Credential

American Montessori Society Elementary I Montessori Teacher Credential

American Montessori Society Infant and Toddler Montessori Teacher Credential

State Teaching Credentials: New York, Arizona, California

Publication:

***The Magic Flute Reduction* for Student Performance**
***The Elixir of Love Reductin* for Student Performance**
***The Barber of Seville Reduction* for Student Performance**

Professional Associations:

Asian Museum of San Francisco, Member
Fine Art Museums of San Francisco, Member
Livermore Valley Opera, Board Member
Merola Opera Program, Board Member
OperaAmerica, Ambassador & Trustee
San Francisco Conservatory of Music, Board Member
San Francisco Opera, Member

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Cole Stanford, Collaborative Pianist

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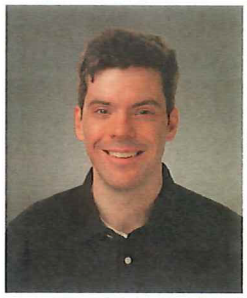

Summary

Collaborative pianist and organist with over 10 years' experience. Strong singing background helps with understanding the challenges of singers/soloists. Excellent communication skills and works well with others.

Experience

Pianist	SF Opera Guild	San Francisco	Aug. 2025–Present
Keyboardist	Voices of Lakeshore (LABC)	Oakland	May 2023–Present
Pianist	SF Opera Guild	San Francisco	Fall 2024
Pianist	The Rockridge Chorale	Oakland	2017–2020
Pianist	UC Berkeley Chamber Chorus	Berkeley	Fall 2018
Pianist	College Avenue Presbyterian Ch.	Berkeley	Fall 2017
Pianist	Calvary Presbyterian Church	Berkeley	2015–2017

Training and Education

Private organ lessons	2021–Present
Bachelor of Music. The University of California, Berkeley	Dec 2017

Related Skills

Advanced singing (tenor), advanced music theory, advanced sight-reading, intermediate guitar, intermediate conducting, composition experience, experience with languages (English, Italian, Spanish, German, Latin, and French)

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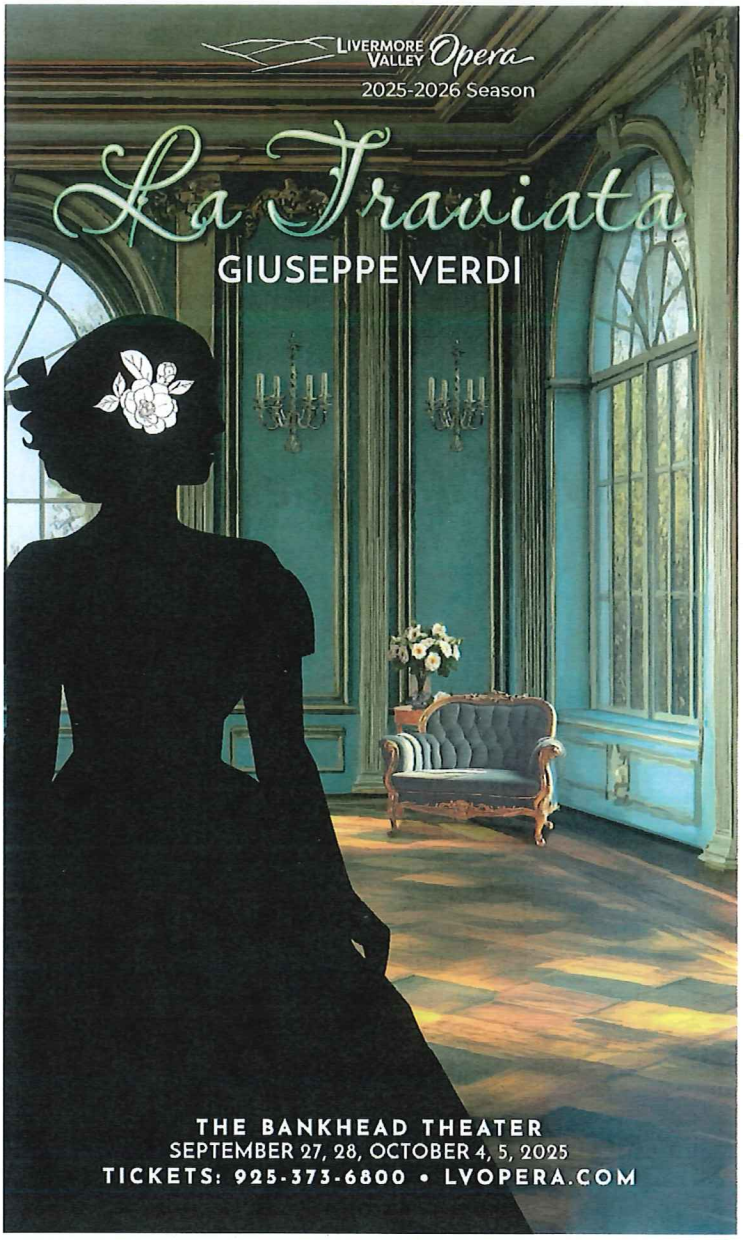
10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.

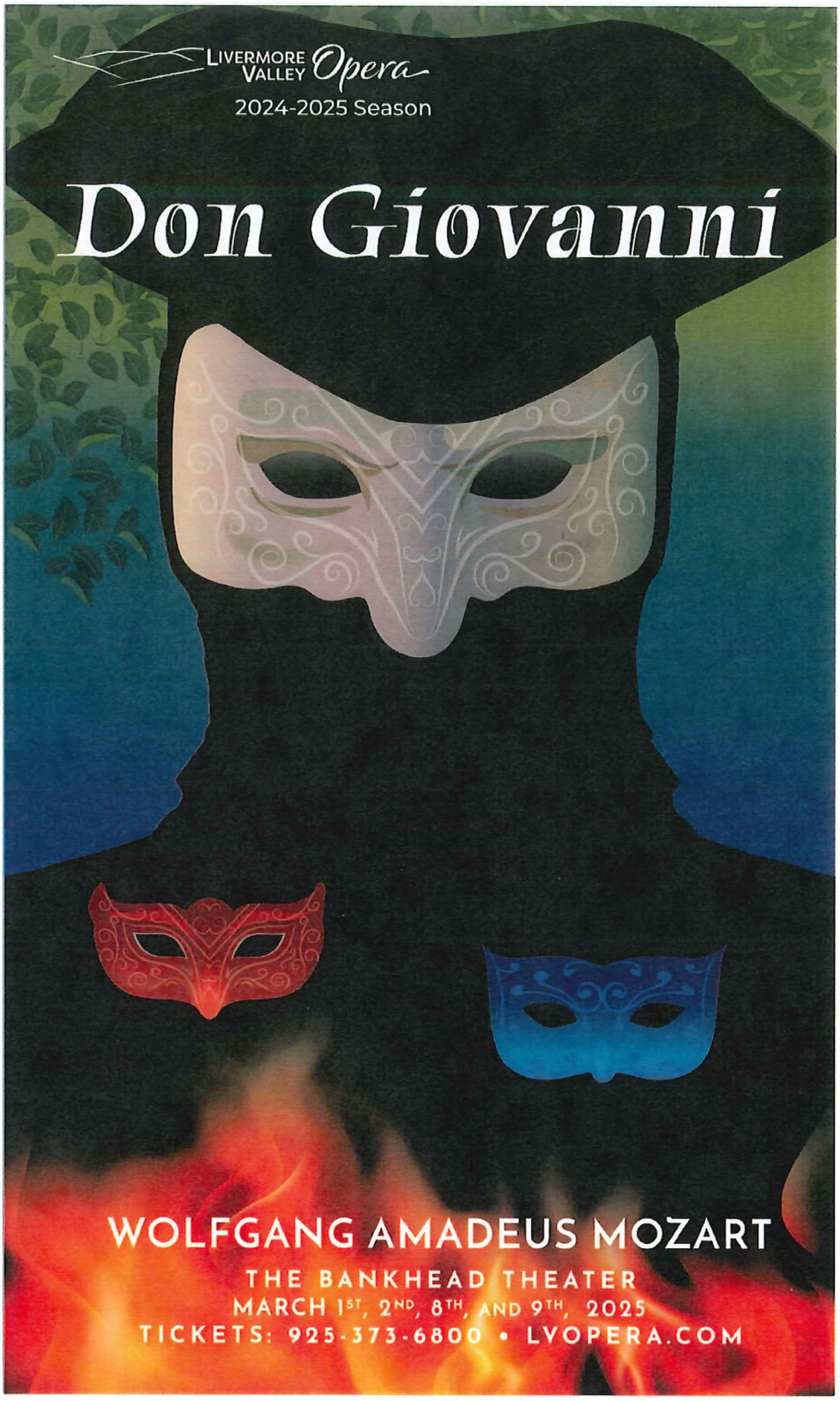
***La Traviata* by G. Verdi**

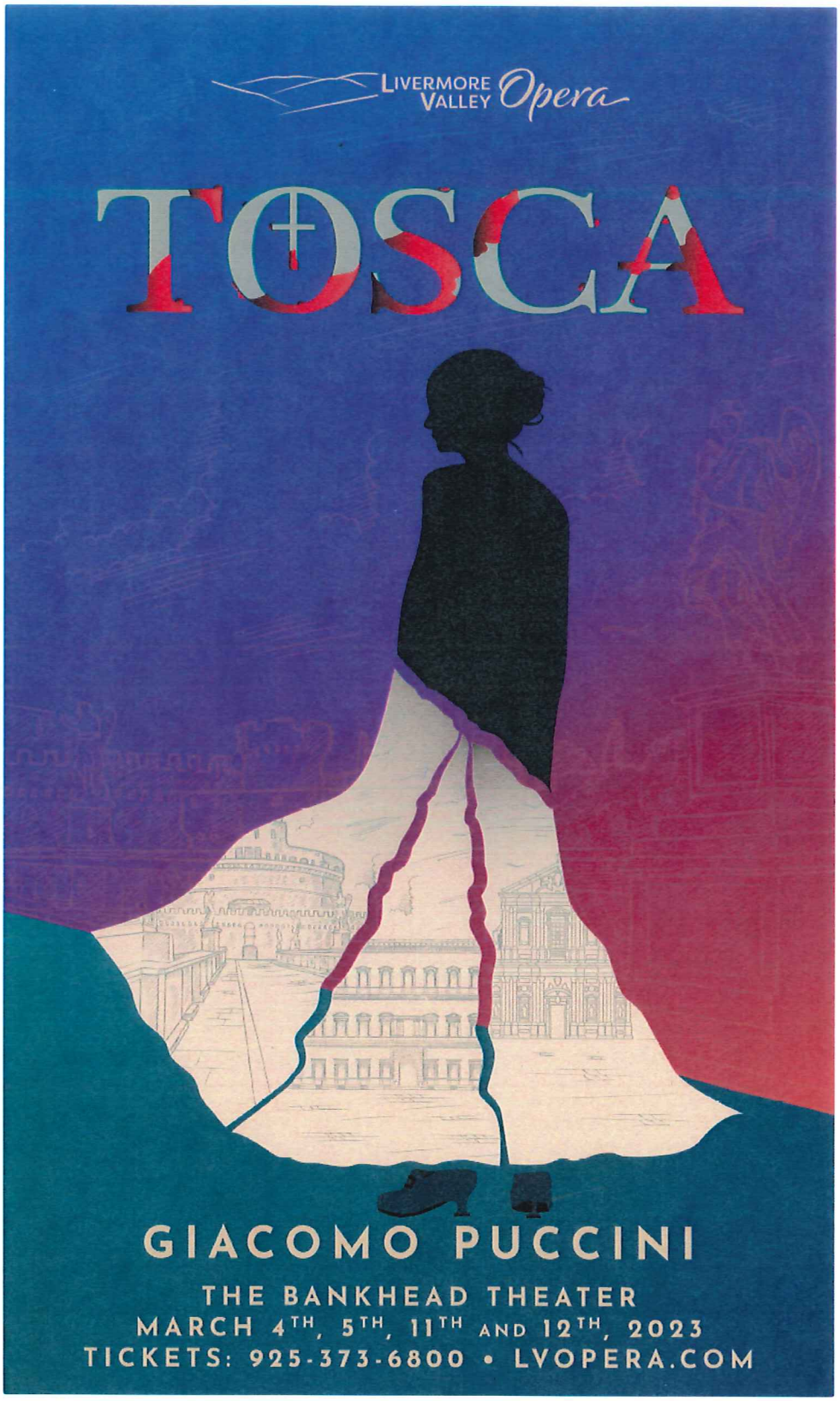
September – October, 2025

Don Giovanni by W.A. Mozart

March, 2025


LIVERMORE VALLEY Opera
2025-2026 Season
La Traviata
GIUSEPPE VERDI
THE BANKHEAD THEATER
SEPTEMBER 27, 28, OCTOBER 4, 5, 2025
TICKETS: 925-373-6800 • LVOPERA.COM


LIVERMORE VALLEY Opera
2024-2025 Season
Don Giovanni
WOLFGANG AMADEUS MOZART
THE BANKHEAD THEATER
MARCH 1ST, 2ND, 8TH, AND 9TH, 2025
TICKETS: 925-373-6800 • LVOPERA.COM


LIVERMORE VALLEY Opera
TOSCA
GIACOMO PUCCINI
THE BANKHEAD THEATER
MARCH 4TH, 5TH, 11TH AND 12TH, 2023
TICKETS: 925-373-6800 • LVOPERA.COM

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11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)

1. ***Tri-City VOICE: Don Giovanni***
   March 4, 2025

2. ***Classical Voice: La Traviata***
   September 30, 2025

Docusign Envelope ID: F866F0EA-D63E-8715-8296-B08226F9F1B1

EXHIBIT F
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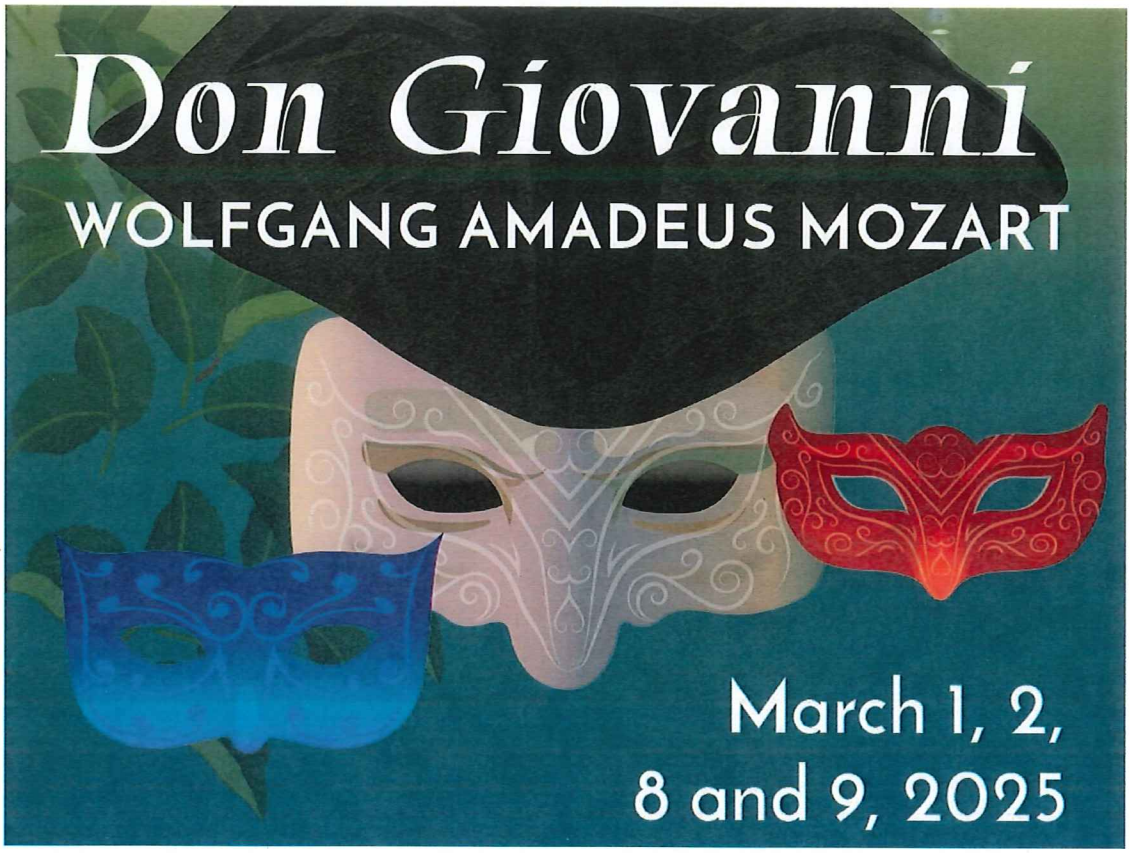
TRI-CITY VOICE



Livermore Valley Opera's production of Don Giovanni opens on Mar. 1. Graphic courtesy of Livermore Valley Opera.

A&E

Livermore Valley Opera presents Mozart's Don Giovanni

By: **LESLIE SILBERMAN** January 7, 2025

The Tri-Valley's own professional opera company, Livermore Valley Opera (LVOpera), continues its thrilling 33rd season with Mozart's *Don Giovanni* sung in Italian with English supertitles, at the Bankhead Theater on Mar. 1, the first of four performances that run through Mar. 9. New this season, the Saturday performance on Mar. 8 will be a 2pm matinee instead of an evening performance.

Mozart's operatic masterpiece is a compelling drama that revolves around Don Giovanni's amorous escapades. Accompanied by his skeptical servant Leporello, the libertine pursues rich and poor alike until his wanton ways finally lead to his dramatic downfall. Filled with some of his most famous music and much-beloved arias, Mozart's *Don Giovanni* offers an unforgettable experience.

Notes Erie Mills, LVOpera's Artistic Director, "Mozart's *Don Giovanni* is regarded as one of the greatest operas of all time. Based on the Don Juan story, this is one of the three Mozart/Da Ponte scores. The music is sublime, and the characters are complex and intriguing. There is never a dull moment musically or dramatically."

Mills adds, "We are delighted to have Robert Herriot return as Stage Director. He is an LVOpera favorite, and I can't wait to see what he does with this opera." All performances will be expertly accompanied by the Livermore Valley Opera Orchestra, conducted by Music Director, Maestro Alexander Katsman.

Featured artists include baritone Titus Muzi III, who will make his LVOpera debut playing the title role of Don Giovanni. Muzi, hailed as "a powerful stage figure, with a very together, integrated voice," (Parterre, 2022) "sings with burnished resonance and acts with unstoppable energy and imagination" (Chestnut Hill Local). Samuel Weiser returns to the LVOpera stage playing the role of Don Giovanni's servant, Leporello. Weiser, who performed in the role of Dr. Dulcamara in LVOpera's October 2022 production of *The Elixir of Love,* "has a powerful, nicely-colored bass-baritone voice capable of rendering the full range of emotions, and he is a riveting actor" (Classical Voice America).

Making her LVOpera debut, Cuban-American soprano Meryl Dominguez will play the role of Donna Anna. Recognized for her versatility on the opera stage, Dominguez has received critical acclaim for her "intensity and warm tone" (Bachtrack), and for singing with "gorgeous, crystalline highs and a powerful mid-range" (Arts Knoxville). Also making her LVOpera debut, soprano Cara Gabrielson will play the role of Donna Elvira. Gabrielson is known for "singing with vibrant color and a beautifully modulated range of expressive techniques," which gives the audience "reason to sit up and take notice" (San Francisco Chronicle).

David Walton will play the role of Don Ottavio. Walton, praised for his "clean, clear voice," has dazzled audiences across the country with "charismatic presence and sweet pleasing tenor" (Cincinnati Business Courier). After captivating audiences as Pamina in LVOpera's March 2024 production of *The Magic Flute,* Phoebe Chee returns to the stage to play the role of Zerlina. Hailed by Spot Pocket Opera Theater as "one of Singapore's most promising young sopranos," Chee continues to push vocal boundaries, as she explores and masters a wide range of vocal repertoire from early music to more contemporary works.

Making his LVOpera debut, Greek-American bass-baritone Joseph Calzada will play the role of Masetto. Calzada is currently refining his craft as a Professional Studies student at the prestigious San Francisco Conservatory of Music. Returning to the LVOpera stage, bass Kirk Eichelberger will play the role of Il Commendatore. Eichelberger has been praised for "commanding the stage at every turn" (San Francisco Chronicle) and for his "resonant bass and riveting stage presence" (Dayton City Paper). As a seasoned artist, he holds the impressive distinction of working with the *Don Giovanni* score for over twenty-five years, having played almost every lead male role several times in numerous productions during this period.

Adds Mills, "We have assembled a stellar cast of singing actors, and it will be a joy for audiences to hear and watch them perform. The set is brilliantly designed by LVOpera's resident designer, Jean-Francois Revon. A beautiful red rose plays an important role as the story unfolds on stage."

Pre-Performance Talk

Included in the ticket price is an informative pre-performance talk held one hour prior to

curtain time. LVOpera's traditional artist reception is held in the lobby immediately following each performance.

Special Opening Night Event

Opening Night on March 1 includes a four-course dinner at Uncle Yu's at the Vineyard in downtown Livermore. Welcome reception with appetizers begins at 4pm followed by dinner seating at 4:30pm. All dishes will be paired with award-winning wines from sponsor Cuda Ridge Wines. Tickets for the Opening Night Dinner must be purchased separately ($130 per person). Before the performance begins, meet in the Bankhead Theater lobby at 7pm to hear talented students from the Young Musicians Choral Orchestra perform selections from *Guys and Dolls* and other upbeat musical numbers.

EXHIBIT F



In Livermore Valley Opera's *La traviata*, Violetta Shines With Scanty Support

Lisa Hirsch on September 30, 2025



Livermore Valley Opera's production of La traviata | Credit: Barbara Mallon

Giuseppe Verdi's *La traviata*, one of the great works of his middle period, rests on a three-legged stool of characters: Violetta Valéry, the warmhearted titular courtesan; her young lover Alfredo Germont; and Giorgio Germont, Alfredo's protective father. That stool is not well balanced in **Livermore Valley Opera's production**, seen on Sunday, Sept. 28, at the Bankhead Theater.

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The plot rests on the conflict between Violetta and Alfredo's passionate love and Giorgio's desire to protect his daughter's engagement, which is endangered by Alfredo's public involvement with a courtesan. Violetta, hearing about Giorgio's daughter, makes the decision to sacrifice her relationship with Alfredo and resumes her relationship with Baron Douphol, a former patron. Though there is a happy reunion between the lovers at the end, Violetta is on her deathbed from tuberculosis, and the curtain comes down at her demise.

Avery Boettcher sings a splendid Violetta in Livermore Valley Opera's production. The soprano portrays the character's allure and complexity persuasively, and her big, dark voice is flexible enough for the role's Act 1 vocal fireworks. If anything, her voice might be a bit *too* big for the tiny venue.



Livermore Valley Opera's production of La traviata | Credit: Barbara Mallon

But it's her superb vocal and physical acting in Acts 2 and 3 that will stay with me the longest: Violetta's plea to Giorgio's daughter to remember her sacrifice after her death; the aching appeal of "Amami, Alfredo" (Love me, Alfredo) when she's about to leave him; her desperation during their confrontation at a party. As she reads Giorgio's letter, her voice pales and stays that way for much of the act, signaling Violetta's increasing weakness and the approach of her death. All in all, a masterful performance of a great dramatic role.

Would that her Alfredo and Giorgio had been on the same level. Brad Bickhardt's sweet light tenor worked best in "Parigi, o cara" (Paris, my dear), the Act 3 duet, where he blended beautifully with Boettcher. Elsewhere, he was unconvincing, bringing little vocal or dramatic heat to a role that depends on the audience's belief that Alfredo is passionately in love with Violetta. "De' miei bollenti spiriti" (My passionate spirit) was lukewarm, a description that applies to his entire performance.



Krassen Karagiozov's Giorgio came closer to meeting the role's requirements: He was dramatically convincing, if rather overbearing, largely due to his consistent, nearly unmodulated loudness. He has a fine, firm baritone, perfect for Verdi's dramatic baritone roles. More vocal nuance would have been most welcome, though you could certainly understand Violetta's yielding to his demands.

All the smaller roles were well sung and acted: Gilead Wurman's dignified Baron Douphol, Kirk Eichelberger's kind Dottore Grenvil, and Leandra Ramm's affectionately supportive Annina stood out.





Livermore Valley Opera's production of La traviata | Credit: Barbara Mallon

Alexander Katsman, the company's music director, conducted stylishly; his tempos were in the sweet spot of rightness, never extreme. The small chorus, under the direction of Bruce Olstad, sounded excellent throughout.

Candace Evans's stage direction was clear and straightforward, with plenty of telling detail, such as a courtesan quietly refusing a party guest's attentions. The two party scenes worked particularly well, including lots of activity in the small chorus that nonetheless never distracted the audience from the main characters.

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

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.

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 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. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the 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.

EXHIBIT G

AGREEMENT BETWEEN CITY OF LIVERMORE AND SHAKESPEARE ASSOCIATES, INC DBA SPARC THEATER FOR FISCAL YEAR 2025-26 AND 2026-27 PROJECT AND PROGRAM GRANT AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2026, between the City of Livermore, a municipal corporation ("City"), and SPARC Theater, a California non-profit Corporation ("Grantee").

RECITALS

A. City created Project and Program Grants for the purpose of encouraging programs for the cultural enrichment in the City of Livermore.

B. The primary goal of the Project and Program Grant Program is to serve one or more of the main strands found in the Cultural Arts Master Plan, artsALIVE!, adopted by City Council Resolution number 2007-109 on June 11, 2007.

C. The Commission for the Arts reviews all Project and Program Grant applications and provides City Council with recommendations for funding. Funding is not authorized until City Council approves the Commission for the Arts' funding recommendations evidenced by City's signature on this agreement.

D. Grantee has applied to City for funding for a project or program to foster community by bringing people together to enjoy professional theater and immerse themselves in transformative education ("Project").

E. City wishes to engage Grantee to assist City in utilizing Public Art Fee fund money to provide art projects and programs to Livermore residents.

F. City and Grantee understand that the Project and Program Grant shall be administered consistent with the procedures, standards, regulations, and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

AGREEMENT

NOW THEREFORE, City and Grantee hereby agree that the aforementioned recitals are true and correct, and in recognition of the mutual consideration provided herein, further agree as follows:

I. SCOPE OF SERVICE

A. Activities

Grantee is responsible for administering the Project and Program Grant in a manner satisfactory to City, and consistent with the standards, terms and conditions

imposed by the 2008 Art in Public Places Program Policy and Procedures Manual, Cultural Arts Master Plan, and herein. The Project will include the following activities eligible under the Project and Program Grant Program: Shakespeare in the Vineyard program.

1. *Project and Program Delivery*: Grantee agrees to the goals and performance standards as defined below and outlined in the Grantee's Project and Program Grant application attached as Exhibit "A".

2. *Service Objective:* The Tragedy of Hamlet, Prince of Denmark at Darcie Kent Vineyards ("Activities").

3. *General Administration:* The Funds for the Activities are to be administered under the direction of the Grantee's Executive Director and shall comply with the procedures, standards, regulations and guidelines for Project and Program Grants, including the 2008 Art in Public Places Program Policy and Procedures Manual and the Cultural Arts Master Plan.

B. Budget

City will grant, and Grantee will use, funds in the amount of $10,000 ("Funds") to perform the Activities consistent with the terms and conditions of this Agreement, the 2008 Art in Public Places Program Policy and Procedures Manual, and the Cultural Arts Master Plan.

C. Performance Monitoring

City will monitor Grantee's performance against the project or program description outlined in the Grantee's Project and Program Grant application attached as Exhibit "A". Substandard performance as determined by City will constitute non-compliance with this Agreement.

II. TIME OF PERFORMANCE

Grantee shall complete its Activities within one year of the date of execution of this Agreement. If Grantee requires an extension of time for full performance, it may request an extension from the Commission for the Arts. The decision of the Commission for the Arts shall be final.

III. PAYMENT

It is expressly agreed and understood that the total amount of the Funds available from City to Grantee for the Activities under this Agreement shall not exceed $10,000.

The City shall disburse the Project & Program Grant in three installments: 30 percent in advance, 40 percent once material progress can be shown and evidence of the matching grant cash requirement has been submitted, and the final 30 percent after a satisfactory Final Report has been filed. The Project & Program subcommittee of the Commission for the Arts has sole discretion to decide whether each of these milestones has been reached.

IV. 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:

City: City of Livermore
Attn: Allen McFarland, Commission for the Arts Staff Liaison
1052 S. Livermore Avenue
Livermore, California 94550

Grantee: Shakespeare's Associates DBA SPARC Theater
Attn: Lisa A. Tromovitch
[redacted]

V. GENERAL CONDITIONS

A. General Compliance

Grantee agrees to comply with the requirements of state and local laws and regulations governing the Funds available under this Agreement. Grantee also agrees to comply with all additional regulations and policies issued pursuant to these regulations. Grantee further agrees to utilize the Funds available under this Agreement to supplement, rather than supplant, funds otherwise available. Furthermore, with respect to the performance of Activities under this Agreement, Grantee agrees to comply with all federal, state, and local laws, statutes, rules, and regulations pertaining to the performance of those Activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner to, create or establish the relationship of employer/employee between the parties. Grantee shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement. City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance as Grantee is an Independent Contractor.

C. Hold Harmless

Grantee agrees to defend, indemnify, and hold City, its 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 Activities under this Agreement, except for the gross negligence and willful misconduct of City, its elected officials, officers, directors, employees, agents, and designated volunteers.

D. Insurance

Grantee shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Project. 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 of Livermore Risk Manager.

E. City Recognition

Grantee shall acknowledge City's financial support in all appropriate materials and media. The acknowledgment shall read, "Supported in part by a grant from the City of Livermore" or similar language, unless the City of Livermore is a part of a list of supporters. In the latter case, the acknowledgement may say only "City of Livermore." Grantee shall display the City of Livermore's logo whenever other sponsor logos are displayed, and in accordance with the City of Livermore's logo use guidelines.

F. Amendments

City or Grantee may amend this Agreement at any time provided such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Grantee from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with state or local laws, regulations, guidelines, or policies related to the use of the Funds for the Activities. However, if such amendments result in a change in the funding, the scope of services, or the Activities, such modifications shall be incorporated only by written amendment signed by both City and Grantee.

G. Suspension, Termination, Return of Funds

1. *Termination for Cause.* City may suspend or terminate this Agreement if Grantee materially fails to comply with any term or condition of this Agreement, including but not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, policies, or directives as may become applicable at any time;
b. Failure, for any reason, of Grantee to fulfill in a timely and proper manner its obligation under this Agreement;
c. Ineffective or improper use of Funds provided under this Agreement; or
d. Submission by Grantee to City reports that are incorrect or incomplete in any material respect.

City shall give Grantee written notice of any failure to comply with the Agreement. If Grantee does not remedy the deficiency or non-compliance within fifteen (15) calendar days after the date the notice is sent, City may exercise any of the remedies available under law and equity, including but not limited to the termination of this Agreement.

Pending correction of any compliance, City shall withhold fifteen percent (15%) of the remaining Agreement Funds until Grantee corrects the deficiency, Grantee is otherwise found to be in compliance by City, or Grantee is otherwise adjudicated to be in compliance with the Agreement.

2. *Termination for Convenience:* This Agreement may also be terminated for convenience by either City or Grantee, in whole or in part, by giving notice of such termination, the effective date of the termination, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if City determines that the remaining portion of the Funds or Activities will not accomplish the purpose for which the award was made, City may terminate the Agreement in its entirety.

Written notice of termination must be provided at least thirty (30) calendar days before the effective date of such termination.

3. *Effect of Termination:* In the event of termination, all finished or unfinished documents, data, studies, photographs, reports, or other materials prepared by Grantee under this Agreement shall, at City r's option, become the property of City, and Grantee shall only be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. Any remaining Funds shall be returned to the City's Public Art Fund for reallocation.

Termination for failure to comply with any term or condition of this Agreement may result in Grantee becoming ineligible to participate in future Commission for the Arts grant programs.

Termination for any reason shall immediately suspend the Funds available under this Agreement, terminate any claim Grantee has to such Funds, and result in Funds being immediately refunded to City for use and reallocation by City.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Recordkeeping

1. *Records to be Maintained*: Grantee shall maintain the following records including, but not limited to:

   a. Records providing a full description of each activity undertaken and the date(s) on which the activity occurred;

   b. Records demonstrating that each activity undertaken meets one of the objectives of the Program & Program Grant; and

   c. Quarterly and annual revenue and expense reports for Activities funded by this Agreement.

2. *Retention*: Grantee shall retain all records pertinent to expenditures incurred in the performance of the Activities under this Agreement for a period of two (2) years after the termination of all activities funded under this Agreement.

3. *Objectives*: Grantee agrees to maintain documentation that demonstrates that the Activities meet one or more of the objectives of the strands identified in the Cultural Arts Master Plan.

4. *Audits and Inspections*: All Grantee records with respect to any matters covered by this Agreement shall be made available to City at any time during normal business hours, as often as City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be corrected by Grantee within thirty (30) calendar days after receipt of notice of deficiency by Grantee. Failure of Grantee to comply with the above audit requirements will constitute a violation of this Agreement and constitute cause for termination pursuant to Paragraph V.

B. Reporting and Payment Procedures

1. *Payment Procedures*: City will pay to Grantee Funds available under this Agreement based upon information submitted by Grantee, and consistent with the 2008 Art in Public Places Program Policy and Procedures Manual. City reserves the right to liquidate Funds available under this Agreement for costs incurred by City on behalf of Grantee.

2. *Progress Reports*: Grantee shall submit a Material Progress Report to the Commission for the Arts when it feels the Project has made material progress. Grantee shall also submit a Final Report when its Project Activities are complete. These reports are prerequisites to receiving the second and third grant installment payments, in accordance with Section III. The Grantee shall determine the form and content of the Progress Reports.

3. *Quarterly Revenue and Expense Reports*: Grantee shall submit Quarterly Revenue and Expense Reports for grant activities to the Community Development Director.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Assignability

Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of City. However, claims for money due or to become due to Grantee from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Conflict of Interest

Grantee agrees to abide by the provisions of the California Political Reform Act (Gov. Code §§ 81000 *et seq.*) and related regulations (2 Cal. Code Regs. §§ 18109 *et seq.*) with respect to conflicts of interest, and covenants that it presently has no financial interest, and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the Activities under this Agreement.

Grantee further covenants that in the performance of this Agreement, no persons who exercise or have exercised any functions or responsibilities with respect to the Activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such Activities, have a financial interest in any contract, subcontract or agreement with respect to the Activities or with respect to the proceeds from the Activities, either for themselves or those with whom they have a business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

These conflict of interest provisions apply to any person who is an employee, agent, Grantee, officer, or elected or appointed official of Grantee.

C. Subcontracts

1. *Approvals*: Grantee shall not enter into any subcontracts with an agency or individual in the performance of this Agreement without the prior written consent of City.

2. *Monitoring*: Grantee will monitor all subcontracted services to assure Agreement compliance. Results of monitoring efforts must be summarized in written reports, and supported with documented evidence, of follow-up actions taken to correct areas of noncompliance.

3. *Content*: Grantee shall cause all of the provisions of this Agreement in its entirety to be included in, and made a part of, any subcontract executed in the performance of this Agreement.

D. Copyright

If this Agreement results in any copyrightable material, City reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

E. Religious Organization

Grantee agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

VIII. **SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. **WAIVER**

City's failure to act with respect to a breach by Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between City and Grantee for the use of Funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between City and Grantee with respect to this Agreement.

XI. BINDING EFFECT

All the terms, covenants, and conditions of this Agreement shall inure to the benefits of and be binding upon successors and assigns of the parties to this Agreement.

XII. COUNTERPARTS

This Agreement may be executed in counterparts 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. However, failure to deliver the original documents does not affect the enforceability of this Agreement.

****

SIGNATURES AND ATTACHMENT LIST ON NEXT PAGE

EXHIBIT G

IN WITNESS THEREOF, the Parties have executed this Agreement as of the date first written above.

Shakespeare's Associates, Inc. DBA SPARC Theater
501(c)3 Non-Profit Corporation
"Grantee"

Signed by:
By: _____ **Dated:** 5/1/2026 | 12:09 PM PDT
332BE073BC8C410...
Lisa A. Tromovitch
President and Executive/Artistic Director

CITY OF LIVERMORE
a Municipal Corporation
"City"

By: _____ **Dated**: _____
Marianna A. Burch
City Manager

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales
12B5892BAF3C474...
Initial
DEPUTY/ASSISTANT/SENIOR ASSISTANT/CITY ATTORNEY

Attachments:

Exhibit A	Application for Project and Program Grant from the City of Livermore
Exhibit B	Insurance Requirements

EXHIBIT G
EXHIBIT A

Applicant Name: Shakespeare's Associates, Inc. dba SPARC Theater

APPLICATION CHECKLIST - This Checklist is required and must be submitted as part of the completed Application. All Project & Program Grant applicants are required to submit the following:

One original set of the Application, collated in the following order:

- ☑ 1. Application Checklist (this page).
- ☑ 2. Start date: Do(es) the event(s) related to this project begin at least two (2) months after the application deadline? Yes
- P. 3-6 ☑ 3. Organizational Summary, signed by the organization's executive director, managing director, president, board chair, or other authorized officer of the organization, or by the applying artist.
- P. 7-8 ☑ 4. If you are an organization, submit a list of current officers and Board members with their term of office.
- P. 9-10 ☑ 5. If you are a 501(c)(3), submit a copy of your 501(c)(3) determination letter from IRS.
- P. 11-15 ☑ 6. Application Form, beginning on page 1, continuing through the Project Budget Summary.
- P. 16 ☑ 7. Notes to the Project Budget, and a detailed list of In-Kind contributions.
- P. 17 ☑ 8. List of key project individuals, including principal artists and project managers, with a very brief job description (e.g., a self-explanatory job title) for each.
- P. 17-23 ☑ 9. Resumes/biographies of key project individuals, generally one page each.
- P. 24-29 ☑ 10. Up to four items in any combination of brochures, catalogues, performance programs, or similar organizational publications/materials; if available.
- P. 30-42 ☑ 11. Up to four recent press reviews or articles, or similar independently generated published materials, if available. (*Note*: Calendar listings are not suitable.)
- ☑ 12. NOTE: During the review process you may be requested to submit samples of other work you have produced (work samples). See Chapter 3 – Grants for more information about work samples.

Standards for Preparing Applications

Please read the following carefully. Applicants are responsible for completing and submitting a full application package with all required attachments by the deadline. Incomplete applications will not be accepted for Commission evaluation.

1. Applicants must not modify the format of the application form or exceed the maximum length of any section of the form, except where otherwise noted.
2. All required attachments (except pre-printed ones) must be typed or computer-prepared in a type size that is no smaller than 12 pt. Times/Times New Roman, or 10 pt. Arial/Helvetica.
3. Complete all pages of the application form and all required attachments. (Use "N.A." if a section does not apply to your organization.) Provide information that is current as of the application deadline. Budget pages and budget notes must be complete.

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Certification

If applicant is an organization:

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this application. To the best of my knowledge and belief, this organization meets the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Lisa A Tsonitch
Authorized Officer's Signature

02.27.2026
Date

Lisa A Tsonitch
Print Name of Officer signing this form

Executive/Artistic Director
Title of Officer signing this form

- or -

If applicant is an individual artist:

To the best of my knowledge and belief, I meet the appropriate eligibility requirements. I have reviewed the information in this application and all attachments, and I certify that they are true and correct.

Artists Signature

Date

Print name of Artist signing this form

Docusign Envelope ID: F230FBE8-2FCA-8A1A-807C-41E7518384C5

SPARC
SHAKESPEARE & PERFORMING ARTS REGIONAL COMPANY



SPARC crew transforming an empty stage into the set for TWELFTH NIGHT, summer 2024, Darcie Kent Winery

ORGANIZATIONAL SUMMARY

SPARC is not only a theater — we are an arena of thoughtful conversation, rejuvenation and camaraderie.

SPARC fosters community by bringing people together to enjoy professional theater and immerse themselves in transformative education. Inspired by William Shakespeare's imagination, we support a spectrum of diverse theatrical and cultural events and educational experiences, both our own and through collaborations with other groups.

Centered in Livermore, Alameda County, we are a bridge between the technological focus of the San Francisco Bay Area and the agricultural focus of the Central Valley.

SPARC has built four core programs and services over the past twenty years:

MAINSTAGE PRODUCTIONS

SPARC creates art and community in summer seasons performed outdoors in local vineyards, with professional productions of plays by both Shakespeare and contemporary authors in our flagship program "Shakespeare in the Vineyard." Approximately 2000 patrons from the greater San Francisco Bay Area and Central Valley will join us this season in our 200-seat venue at Darcie Kent Vineyards.

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Livermore second-graders as characters from A MIDSUMMER'S NIGHT DREAM.

YOUTH EDUCATION

Offering both imaginative after-school/summer camps for elementary and middle school students, and classroom residencies using *A MIDSUMMER NIGHT'S DREAM* to teach literacy and theater skills to second-graders, SPARC'S Education programs explore the power of imagination and creativity with our youngest citizens. Students learn self-confidence and creative collaboration skills leading to stronger outcomes in and out of school.

SOCIAL JUSTICE: NEW PLAYS

Science@Play is SPARC's five-year Social Justice Initiative commissioning thought-provoking scripts on a journey of exploration and discovery, written by playwrights of color, centering scientists of color. We connect writers with local scientific and academic communities for research. Three new scripts have been presented in Festivals of staged readings including other contemporary plays on scientific themes such as Climate Change and Artificial Intelligence. We have commissioned the fourth script, *PM 10* by Mildred Inez Lewis, for 2025.

COMMUNITY RESOURCES: NEW VENUE

After many years of partnering with neighboring arts and civic engagement organizations, SPARC has launched a city-wide movement to build a new theater building in downtown Livermore. The land has been purchased and the capital campaign is underway for a shared, mid-sized venue allowing us to enlarge our year-round programming and extend our education programs. We have established a Cultural Core of a dozen organizations, diverse in the race/ethnicity of the leaders, cultures represented, and art forms, to program and curate events in the new building.

CURRENT ACTIVITIES

In 2025, we are excited to present four dramatic readings in our Studio, including two holiday-themed performances and two as part of our innovative Science@Play series. Additionally, we are delighted to extend these readings to the Front Row Theater in San Ramon, thereby broadening our audience reach. This year, we eagerly anticipate our production of Shakespeare's comedy, *Sir John Falstaff and the Merry Wives of Windsor* opening in July at Darcie Kent Vineyards in Livermore.

Reflecting on 2024, our Summer Shakespeare flagship program celebrated a landmark season. Under the adept direction of Executive/Artistic Director Lisa A Tromovitch, *Twelfth Night* was a stellar addition to our repertoire, resonating deeply with audiences and critics alike, gaining notice in the *San Francisco Chronicle* and the *Marin Independent Journal.*

PRODUCTION HISTORY

SHAKESPEARE IN THE VINEYARD HISTORY (partial)

2025 - Darcie Kent Vineyards
Sir John Falstaff & the Merry Wives of Windsor by William Shakespeare directed by Lisa A. Tromovitch

2024 - Darcie Kent Vineyards
Twelfth Night by William Shakespeare directed by Lisa A. Tromovitch

2023 - Darcie Kent Vineyards
Silent Sky by Lauren Gunderson directed by Jennifer Le Blanc
Much Ado About Nothing by William Shakespeare directed by Lisa A. Tromovitch

2022 - Darcie Kent Vineyards
The 39 Steps by Patrick Barlow directed by Cassidy Brown
The Comedy of Errors by William Shakespeare directed by Domenique Lozano
Life is a Cabernet - Pirate Edition, conceived by Jennifer Le Blanc and Lindsey Schmeltzer

2021 - Darcie Kent Vineyards
When COVID protocols lifted in time for gatherings but too late to mount a full production, we created an interactive cabaret (with bingo!) called *Life is a Cabernet* for a much-delayed debut at our new venue.

2019 – Wente Vineyards
The Complete Works of William Shakespeare (abridged)[revised] by Adam Long, Daniel Singer & Jess Winfield directed by Mary Ann Rodgers
Othello by William Shakespeare directed by Michael Wayne Rice.

2018 – Wente Vineyards
The Winter's Tale by William Shakespeare directed by Lisa A. Tromovitch
The Importance of Being Earnest by Oscar Wilde directed by Domenique Lozano

2017 -Wente Vineyards
Cyrano de Bergerac adapted and directed by Lisa A. Tromovitch
A Midsummer Night's Dream by William Shakespeare

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2016 – Wente Vineyards
The Tempest by William Shakespeare
Persuasion adapted by Jennifer Le Blanc from the novel by Jane Austen

2015 – Wente Vineyards
As You Like It by William Shakespeare
Sense & Sensibility adapted by Jon Jory from the novel by Jane Austen

2014 - Concannon Vineyard
Much Ado About Nothing by William Shakespeare
Pride & Prejudice adapted by Christina Calvit from the novel by Jane Austen

2013 – Concannon Vineyard
The Liar by David Ives
The Taming of the Shrew by William Shakespeare

2012 – Concannon Vineyard
Hamlet by William Shakespeare
The Merry Wives of Windsor by William Shakespeare

PERSONNEL & FINANCE

Executive/Artistic Director Lisa A. Tromovitch leads the company with a small staff and many seasonal artists. In the fiscal year ending September 30 2024, SPARC changed to accrual accounting. In our FY25 Budget, we project expenses of $620,114.

We have added a lot of new faces here at SPARC this past year. Our newest staff members are Emma Ledesma (Production Stage Manager) and Maria Frangos (Interim Business Administrator) who both joined us at the start of 2025. Felicity Cowlin (Director of Development) and Stephanie Prentice (Engagement Officer) both joined us in 2024.

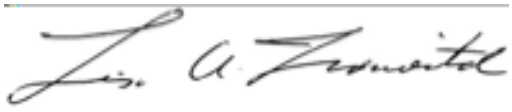
Others include Associate Artistic Director Michael Wayne Rice who leads the Science@Play program, and grant writer Leslie Martinson.

Associate Artists Michael Wayne Rice, Jennifer Le Blan Mary Ann Rodgers, Gregg Le Blanc, Malcolm Rodgers, Grant Huberty, Jonathan Singer, Gary Armagnac, Matt Ballin and Karen Riley provide artistic resources and a sounding board.



Li-Leng Au, Elena Wright (Actors Equity) and Laura Domingo in TWELFTH NIGHT, 2024

SIGNED



_____
Lisa Tromovitch, Executive/Artistic Director

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SPARC
SHAKESPEARE & PERFORMING ARTS REGIONAL COMPANY

SPARC Theater Board of Directors 2026

Executive Committee:

Valerie Jonas, Chair *(Joined 2024)*
Chief Development Office, Retired, AXIS Community Health
[redacted]

Elizabeth E. Trutner, Esq., Vice-Chair *(Joined 2006, past Chair)*
Retired, Dimiris Law Firm
[redacted]

Gabriel Bryan Balazs, Treasurer *(Joined 2018, immediate past Chair)*
Retired, Lawrence Livermore National Laboratory
[redacted]

Patricia Keer Munro, Secretary *(Member 2006-2019, rejoined 2023)*
Author, Former Livermore City Council Member, Independent Sociologist
[redacted]

Lisa A. Tromovitch, President and Executive/Artistic Director *(Founder, 2006)*
Professor Emerita, University of the Pacific, Department of Art Media Performance & Design
[redacted]

Board Members:

Laura Batti *(Joined 2014, past Chair)*
Co-Owner/President – Métier Marketing Communications, Inc. (28 years)
[redacted]

Tony Baylis *(Joined ????)*
Lawrence Livermore National Laboratory
[redacted]

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Robert (Bob) Carling *(Joined 2025)*
Retired, Council Member, City of Livermore
[redacted]

Apryl Chauhan *(Joined 2023)*
American Sign Language Interpreter, Parent Advocate, and Presenter
[redacted]

Steve Lanza *(Joined 2020)*
Retired, VP Lam Research; Principal, Tri-Valley Advising
[redacted]

Mary Sweeney *(Joined 2018)*
RN Property Owner/Manager since 1995
[redacted]

FROM BYLAWS: Election and Term of Office of Directors.

Directors shall be elected by a majority of the directors then in office, and shall serve for three (3) year terms or until they resign or are removed pursuant to the provisions of Section 6.

Each director may serve for no more than two (2) consecutive three year terms. However, if at the expiration of two (2) consecutive three (3) year terms, it is deemed the skills, knowledge and/or talents of a particular director are important to the success of the organization, the director whose term has expired may serve for additional one year terms subject to the approval of a majority of the directors then serving.

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EXHIBIT G
EXHIBIT A

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 0 2 2007

SHAKESPEARE'S ASSOCIATES, INC.
[redacted]

Employer Identification Number:
[redacted]
17053003017037
Contact Person:
SALLY B DAVENPORT ID# [redacted]
Contact Telephone Number:
[redacted]
Accounting Period Ending:

Public Charity Status:
[redacted]
Form 990 Required:

Effective Date of Exemption:
June 14, 2006
Contribution Deductibility:

[redacted]

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

Letter [redacted] (DO/CG)

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SHAKESPEARE'S ASSOCIATES, INC.

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension

Docusign Envelope ID: F230FBE8-2FCA-8A1A-807C-41E7518384C5

Application Form - Project & Program Grants

Deadline: Hand delivered or received via US Mail by 5:00 pm on March 1 or September 1

Submission Date: 02/27/2026

Amount of Grant Request: $ 10,000 Total Project Budget: $ 125,675

Applicant/Organization: Shakespeare's Associates, Inc. dba SPARC Theater

Applicant/Organization's Address: NOTE: Physical Address, Do Not Mail

[redacted]

Applicant/Organization's Web site: www.SPARCtheater.org

Preparer's Name and Title: Lisa Tromovitch, Executive/Aristic Director

Preparer's Phone: [redacted] Preparer's E-mail: [redacted]

Address (for formal notification): [redacted]

Describe the art form of the project or program for which support is requested (i.e., Dance, Theater, Visual Arts, Heritage, Infrastructure, Media/Film/New Media, etc.):

Theater

Briefly describe the project or program for which support is requested:

SPARC Theater respectfully requests support for our summer Shakespeare in the Vineyard program, presenting a professional production of The Tragedy of Hamlet, Prince of Denmark at Darcie Kent Vineyards with performances from July 2 to to July 26, 2026.

Number of people intended to reach: Audience: 1900 Participants: 150

For the purpose of this application, "audience" means the people who will attend the project or program; "participant" means someone who attends a workshop or class, or else has hands-on involvement in the project or program. If the project or program will have both audiences and participants as defined here, please enter both goals.

Date project or program is scheduled to begin: 05/27/2026
Note: Project events may begin no earlier than two (2) months after the application deadline.

Date project or program is scheduled to end: 07/26/2026

Docusign Envelope ID: F230FBE8-2FCA-8A1A-807C-41E7518384C5

Application Form - Project & Program Grants

If needed, please use additional paper for this section.

1. State/describe your organization's mission or provide an artist's statement. Include the kind of arts work the organization or artist has done previously and does now. How does this work relate to the proposed project/program? If yours is not an arts organization, state briefly how the arts relate to its mission. (250 words or less)

   SPARC Theater fosters community through professional theater and transformative arts education. Founded in 2006 and based in Livermore, we serve as a cultural bridge between the technological energy of the Bay Area and the agricultural heritage of the Central Valley.

   Our flagship Shakespeare in the Vineyard season presents both contemporary and classical plays in outdoor vineyard settings, pairing artistic excellence with Livermore's distinctive landscape. Beyond performance, SPARC provides year-round educational programming. We offer summer and after-school camps that build self-confidence and collaborative skills, and we deliver ten-week literacy residencies for every second-grade class in Livermore at no cost to the School District.

   Through our Science@Play Initiative, we commission new works by authors of color that center scientists of color, expanding whose stories are told on our stages. We are preparing our fourth staged reading festival and our first full production of a commissioned script.

   Across all programs, SPARC creates space for meaningful artistic experiences that connect residents, students, and visitors to one another and to the cultural life of Livermore.

2. Describe the project or program for which you are seeking the grant. Discuss the project's origins. Describe the venue/location, the implementation process, and the timeframe. Discuss the resources — people, money, etc. — you will need to implement the project, whether you already have those resources within your organization or, if not, how you plan to obtain them.

   This summer marks SPARC's 36th production of Shakespeare in the Vineyard. After performances at Retzlaff, Concannon, and Wente Wineries, we return for our fifth season at Darcie Kent Vineyards.

   For four weeks in July, we will present The Tragedy of Hamlet, Prince of Denmark, performed outdoors under the stars. Rehearsals begin May 27 at our SPARC studio on Railroad Avenue, with opening night July 3 at Darcie Kent Vineyards, 7000 Tesla Road.

   Production expenses include scenery, props, costumes, lighting, and maintenance of the outdoor stage structure installed at the vineyard. Marketing costs include mailings, posters, and print, radio, and digital advertising.

   Personnel expenses include weekly salaries for eight actors plus crew members; design fees for scenery, costume, and lighting artists; front-of-house staffing; and partial salaries for two permanent staff members. Primary casting and hiring have been completed, welcoming returning Associate Artists and alumni designers.

   As a nonprofit arts organization, SPARC relies on grants, contributions, and earned revenue to close the gap between ticket sales and costs. We currently have additional grant applications pending and will host a fundraising benefit event in April.

3. How will the requested grant be used in the planning and implementation of the project or program? (500 words or less.)

   This grant will support professional artist fees, including a member of Actors' Equity Association, as well as scenic design by Camryn Lang and costume design by Callie Floor. These investments ensure that Hamlet is produced at a level of artistic excellence consistent with SPARC's twenty-year track record.

   Audience feedback consistently highlights the quality of the performances and the distinctive setting:

   "The venue is beautiful. All the actors are fantastic."
   "High quality theater in a spectacular setting."
   "My wife and I enjoyed the unique opportunity to enjoy great wine while watching great theater under the stars in the beautiful Livermore Valley."

   Strong production values allow SPARC to attract audiences to vineyard venues, with approximately 55% traveling from outside the Tri-Valley area. Many patrons dine locally before performances, contributing to Livermore's hospitality economy.

   Without this grant and other funding support, SPARC would not be able to fully realize the artistic scope of Hamlet. This production offers audiences the opportunity to engage with Shakespeare's exploration of loyalty, ambition, grief, and conscience in an environment that reflects Livermore's character. The result is an evening of theater that encourages reflection and sustained engagement with the arts.

4. Describe how the program or project specifically addresses one or more of the main strands found in the Cultural Arts Master Plan, artsAlive! (Refer to the Cultural Arts Master Plan Executive Summary in the Public Art Policy Guideline manual.) (250 words or less.)

   SPARC's summer season advances multiple strands of the City's artsAlive! Cultural Arts Master Plan.

   In alignment with Strand One, we promote Livermore's unique sense of place by integrating professional theater with the region's winegrowing landscape. Over two decades, partnerships with five local wineries have reinforced Livermore's identity as both an arts and wine destination.

   Supporting Strand Two, SPARC sustains the visibility and vitality of cultural arts organizations and artists by employing professional performers and designers and collaborating with local businesses. With 55% of patrons traveling from outside the Tri-Valley area, Shakespeare in the Vineyard expands Livermore's cultural reach.

   In alignment with Strand Three, SPARC provides publicly accessible arts experiences for residents and visitors. We maintain affordable pricing, offer discounts and a Community Night, and present classical works that introduce new audiences to live theater. In 2024, 26% of attendees were first-time patrons. The Darcie Kent venue is wheelchair accessible, and Assistive Listening devices are available.

   Through consistent partnerships and responsible stewardship, SPARC contributes to the long-term sustainability outlined in Strand Four.

5. List the individual(s) or organization(s) you will be partnering with on this project. Be specific regarding the support, both financial and in-kind, they will be providing.

SPARC's Shakespeare in the Vineyard production is supported through financial and in-kind partnerships.

We have received a $5,000 grant from the Theatre League of Kansas City through the international Shakespeare Theatre Association.

Our Board of Directors, all Livermore residents, provide significant annual financial support, with several members contributing more than $5,000 each year.

Darcie Kent Vineyards serves as venue partner for the fifth season, waiving rental fees and adjusting winery operations during the four-week performance run. In exchange, the winery retains proceeds from wine sales during performances.

The Livermore Chapter of the National Charity League provides volunteer support each evening, assisting with seating setup and strike, ushering, patron guidance, and audience survey collection.

Board Member Laura Batti donates graphic design services for promotional materials, and Associate Artist Grant Huberty donates sound equipment and technical expertise.

Together, these partnerships ensure that Shakespeare in the Vineyard remains artistically ambitious and financially sustainable.

EXHIBIT G
EXHIBIT A

Application Form - Project & Program Grants

Project/Program Budget Worksheet *(enter N/A if item does not apply. Attach Budget Notes if necessary.)*

PROJECT SUPPORT *(Do not include in-kind support)*

Earned Revenue	Amount	Notes
Ticket Sales/Admissions	$ 91,200	Projected
Tuition/Workshop fees	$ 0	
Other:	$ 1,500	Concessions
Subtotal: Earned Revenue	**$** 92,700	

Contributed Income	Amount	In-hand	Pending
Contributions *(Individuals/Businesses)*	$ 9,000	$ 0	$ 0
Grants *(Foundations/Government other than City)*	$ 14,000	$ 5,000	$ 9,000
City of Livermore *(other than this grant request)*	$ 0	$ 0	$ 0
Other:	$ 0	$ 0	$ 0
Subtotal: Contributed Income	**$** 23,000	**$** 5,000	**$** 9,000

Project & Program Grant Amount Requested	**$** 10,000
Total Project Support (Revenue + Income + Grant)	**$** 125,700

PROJECT EXPENSE *(Do not include in-kind expense)*

Personnel	**Amount**	**Notes**
Artistic	$ 42,102	
Production	$ 12,400	
Administrative	$ 18,713	
Other: *(describe in Notes)*	$ 8,910	Payroll Taxes
Subtotal: Personnel	**$** 82,125	

General	**Amount**	**Notes**
Venue Rental	$ 0	Venue use donated by Darcie Kent Winery
Materials and Supplies	$ 13,250	Costumes, Equipment, Supplies, Laundry, etc.
Marketing and Promotion	$ 26,500	
Transportation	$ 800	Truck Rental
Insurance	$ 0	
Other: *(describe in Notes)*	$ 3,000	Contingency
Subtotal: General	**$** 43,550	

Total Project Expenses (Personnel + General)	**$** 125,675
Project Surplus (Loss) (*Total Support minus Total Expense*)	**$** 25

If Project Net is a negative value, explain in the Budget Notes how it will be covered.

Matching Funds

All Project and Program Grant applicants must provide at least a dollar-for-dollar (one-to-one) match for the grant award, no less than 50 percent of which must be a cash match. The cash match must be from sources other than the City of Livermore.

In-kind contributions are allowed as part of the match only on the following limited basis:

1. In-kind contributions cannot be used for more than half of the required match, in other words, they cannot represent more than 50 percent of the value of the grant award; and,
2. The value of in-kind contributions, i.e., goods and services, must offset line item expenditures in the project budget and their value must be documentable with invoices or billing statements.

In-kind contributions must be listed below or on a separate sheet attached to the Budget Notes.

Source	Description	Fair Market Value
STA Grant - Theatre League Kansas City	Grant Awarded	$ 5,000
Livermore Rotary Grant	Applied & Pending	$ 1,000
Sponsorships	Individual and Business Sponsors, still pending	$ 8,000
Fund-A-Need	Campaign in July being matched by CHEF (Community Health and Education Foundation	$ 9,000
		$
		$

Requested Grant Amount: $ 10,000

Cash Match Amount: $ 23,000

In-kind Match Amount: $_____

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SPARC Theater - Shakespeare in the Vineyard
LIST OF KEY INDIVIDUALS

Lisa A. Tromovitch - Director of The Tragedy of Hamlet, Executive/Artistic Director of SPARC
Camryn Lang - Scenic designer
Callie Floor - Costume designer
Grant Huberty - Sound designer
Evan Lola - Lighting designer

PERFORMERS:
Anjoli Aguilar playing Ophelia
Andre Amorotico (Actors' Equity Association) playing Hamlet
Lauren Dunagan playing Gertrude
Sarah Dunnavant playing Hortia
Charlie Lavaroni playing Guildenstern + Others
Nic Moore playing Laertes
Greg Parker playing Polonius/Gravedigger
Rob Seitelman Claudius

Lisa A. Tromovitch, SPARC Founding Artistic Director
Founding Artistic Director Lisa A. Tromovitch has over 50 professional directing credits in six states. She began her career at The Old Globe Theater, assisting directors Jack O'Brien, Tom Moore, and John Houseman. Most recently she directed *Twelfth Night*, *Much Ado About Nothing*, *The Winter's Tale*, *The Tempest*, and her own adaptation of *Cyrano de Bergerac* for SPARC. A professor emerita in Art, Media, Performance and Design at University of the Pacific,
Lisa was recognized with the Stephen E. Corson Award for the Distinguished Teaching of First-Year Students in 2023. Past President, Shakespeare Theatre Association. MFA, Southern Methodist University; BA magna cum laude, Dartmouth College; Phi Beta Kappa.

In alphabetical order:
Anjoli Aguilar is a Monterey Bay actor who loves to play all around the Bay. She received her BA in Theatre from SFSU where she discovered her love for classical text. She now incorporates her love of Aphra Behn, Jane Austen, and Shakespeare into modern adaptations. For example, she recently co-adapted and performed a two person Tempest involving a giant panda puppet! Anjoli is delighted to return to SPARC since her last performance as Hero & Don John in Much Ado About Nothing.
[redacted]

Andre Amorotico* earned his BA in theatre at Stanford University. He is an actor, collective member, and board president at the Tony Award- winning San Francisco Mime Troupe. Credits include Harlan McNeal in McNeal (San Jose Stage Company), Clark in Push/Pull (Central Works), John Wilkes Booth in Assassins (Hillbarn Theatre & Conservatory, San Francisco Bay Area Theatre Critics Circle nomination), Romeo in Romeo and Juliet (Throckmorton Theatre), Tony in Remains to Be Seen (Jewel Theatre), Anthony in Sweeney Todd (6th Street Playhouse), Kenickie in Grease (Mountain Play), Billy Bones in Treasure Island

Docusign Envelope ID: F230FBE8-2FCA-8A1A-807C-41E7518384C5

(San Francisco Mime Troupe), Abraham Lincoln/Smith in An American Ma(u)I (BACCE/Brava), Pecker the Rooster in Panto in the Presidio (Presidio Theatre), Sid in Waiting for Lefty (Stanford Repertory Theater), Andy in Smut (Word for Word Performing Arts Company), various roles in The 39 Steps (Ross Valley Players, TBA Award finalist), and Neighborhood Stories in a piece by Pulitzer Prize-nominated playwright Amy Freed. andreamarotico.com

Lauren Dunagan See resume

Sarah Dunnavant See resume

Callie Floor (Costume Designer) returns after having designed SPARC's productions of *Twelfth Night*, *Much Ado About Nothing*, *The Comedy of Errors*, *Othello*, *Sense and Sensibility*, and *Persuasion*. Other recent credits include *Home* for Word for Word, *Flying Dutchman* for West Bay Opera, and *Don Pasquale* for Festival Napa Valley. She has a BFA from the University of Utah and a Higher Diploma in Theater Design from the Slade School of Fine Art, University College London.

Grant Huberty (Sound Designer), Associate Artist, is pleased to return for another great Shakespeare in the Vineyard season. In addition to sound design for theaters, schools and church groups, Grant also designed and installed the in-the-round sound system for the festival when it was at Wente Vineyards.

Camryn Lang (Scenic Designer) See resume

Charlie Lavaroni is a bi-coastal actor and teaching artist currently based in NYC. They have proudly worked with: SF Shakespeare Festival, Catalyst Theatre, Big Idea Theatre, HamletIsntDead, Davis Shakespeare Festival, SFBATCO, and Shakespeare & Co. Some of his favorite recent credits include: Nell Gwyn (*Charlie and Nell*); Hades (*Shining*); Burgundy/others (*King Lear*); and Touchstone (*As You Like It*). They have trained at Shakes and Co's prestigious month-long intensive and are a Resident Artist at HamletIsntDead in NYC. www.charlielavaroni.com

Evan Lola (Lighting Designer) is a lighting designer based in Livermore. He currently designs lights for production at SPARC Theater and I Can Do That! Performing Arts Company. He works at VIP Audio Visual Company where he manages AV operations for hotels and conference centers around the Bay Area.

Nic Moore is excited to be back at SPARC after being in *Sir John Falstaff and the Merry Wives of Windsor* this past summer. He has also performed at the San Francisco Shakespeare Festival, the Curtain Theatre, 6th Street Playhouse, Theatre Rhinoceros, Alter Theater and New Conservatory Theatre Center. He has trained at Shakespeare & Company in Massachusetts, the American Musical and Dramatic Academy in New York, and the Meisner Technique Studio in San Francisco.

Greg Parker See resume

Rob Seitelman See resume

Docusign Envelope ID: F230FBE8-2FCA-8A1A-807C-41E7518384C5

Lauren Dunagan

[redacted]

THEATER

Timon of Athens	U/S	Peter Kuo, A.C.T. Out Tour
The Trials	Defendant Three	Daniel Larlham, Zellerbach Playhouse
Julius Caesar	Cassius	Rebecca Ennals, A.C.T. Out Tour
Accused!	Loveday	Kimberly Ridgeway, Central Works Theatre
Measure for Measure	Mariana/Escalus	Rebecca Ennals, A.C.T. Out Tour
The Tempest	Sebastian	Giulio Peronne, Inferno Theatre Co.
Pony	Stell	Kieran Beccia, Cutting Ball Theater
Circle Mirror Transformation	Theresa	Ciera Eis, Custom Made Theatre Co
Macbeth	Banquo	Emily Newsome, Berkeley Shakespeare Co.
The Balcony	The Judge	Michale Hunter, Collected Works
Lysistrata	Cally/Speaker	Josephine Keefe, Savage Players (LA)
The Tinker's Wedding	Sarah	Angie Scott, Savage Players (LA)
Mythical Playground: India	Saraswati	Gulu Monteiro, Broad Stage (LA)
Mythical Playground: Greece	Mneme	Gulu Monteiro, Broad Stage (LA)
The Psychic Life of Savages	Anne	Angie Scott, Savage Players (at LATC)
Love's Old Sweet Song	Elsa	Martin Bedoian, Syzygy Theater Group (LA)
Private Lives	Sybil	Darlene Chaffee, Long Beach Playhouse
Over the River and Through…	Caitlin	The Norris Theater (LA)
The Merchant of Venice	Portia	The New Jewish Theater (St. Louis)
Henry V	Katharine	St. Louis Shakespeare Co.
Medea	Aegeus	The Orange Girls Co. (St. Louis)

UCLA MFA THEATER

Hamlet	Ophelia	Dir: Michael McLain
The Clean House	Virginia	Dir: April Shawhan
The Country Wife	Alithea	Dir: Paul Wagar
Forgotten World	Anne Adyeri	Dir: Shirley Jo Finney
Fuddy Meers	Claire	Dir: Angela Scott
Dead Man's Cell Phone	Jean	Dir: Alex Levy

ON-CAMERA: List available upon request

TRAINING

UCLA: MFA Acting	Mel Shapiro, Salome Jens, Ellen Geer, April Shawhan Jean-Louis Rodrigue, Paul Wagar, David Bridel
Stanford University: B.A. Drama	Amy Freed, Kay Kostopoulos, Christopher Herold
Steppenwolf West	Shannon Cochran, Alex Billings, Tom Irwin

SPECIAL SKILLS

French language (conversational), Dialects (British RP, Irish, Texas, Am. South, etc), Singing (alto), Training in Movement/Dance (modern, improvisational) and Stage Combat (hand-to-hand, rapier/dagger)

Docusign Envelope ID: F230FBE8-2FCA-8A1A-807C-41E7518384C5

Sarah Dunnavant

Non-AEA | She, her, hers

[redacted]

Theater

Upcoming: A Christmas Carol	*Mrs. Cratchit/Mrs. Fezziwig*	CenterREP	Jared Mezzocchi
Currently running: Frankenstein	*Justine*	Theatre Lunatico	Lauri Smith
Othello	*Desdemona*	New Canon Theatre Co.	Lisa Gaye Dixon
Life Sucks	*Ella*	New Canon Theatre Co.	Noah Lucé
The Importance of Being Earnest*	*Gwendolen*	6th St Playhouse	Lauren Heney
Steel Magnolias	*Truvy*	Cinnabar Theatre	Miriam Ani
POTUS	*Jean*	Left Edge Theatre	Beulah Vega
Hamlet	*Barnardo/Player Queen*	New Canon Theatre Co.	J. Matthew Gordon
The Metromaniacs	*Lisette*	Spreckels Theatre Company	Kevin Bordi
Mary Jane	*Brianne/Chaya*	Left Edge Theatre	Beulah Vega
The Merry Wives of Windsor	*Mistress Quickly/John*	Montana Shakespeare in the Parks	Marti Lyons
Henry IV Pt. 1	*Glendower*	Montana Shakespeare in the Parks	Kevin Asselin
The Taming of the Shrew	*U/S Tranio/Mrs. Mercer, U/S Lucentio/Miss Twist*	Chicago Shakespeare Theater	Barbara Gaines
Cyrano de Bergerac	*Roxane*	Montana Shakespeare in the Parks	Si Osborne
The Taming of the Shrew	*Grumia/Widow*	Montana Shakespeare in the Parks	Kevin Asselin
The Merry Wives of Windsor	*Anne Page*	Richmond Shakespeare Festival	Kristin Clippard

**Nomination: Outstanding Supporting Performance, Comedy - 2025 MTJA Norbay Theatre Awards*

Film

Upcoming: Little Steps	Short Film - Supporting	Jennifer LeBeau
Honey Child	Short Film - Lead - Virtual Program @ Tiny Film Fest Long Beach	dir. Lizzy May / Julian Pham

Training

- BA English/Theater Minor: *Wheaton College*
- Monologue Intensive: *Berkeley Rep School of Theatre*; April-May 2024 (Marvin Greene)
- Advanced Studio Intensive: *Guthrie Theater*; Oct 2018 (Candace Barrett Birk)
- On-Camera Commercial & Scenework: *Acting Studio Chicago*; April-June 2016
- Shakespeare/First Folio Technique: *Chicago Shakespeare Theater*; Summer 2017 (Larry Yando), Spring 2018 (Robby Lehman), Susan Hart & Jeffrey Carlson (2015-2016)
- Improv for Actors I & II: *The Second City*, Chicago, IL
- Classical Voice Training: *Wheaton College*, Wheaton, IL

Special Skills: Musical Theater Singing (mezzo-soprano, G3-G5 range); Professional baking, kitchen, and farming experience; Yoga; Driver's license and passport; Horseback riding; Conversational Spanish; Experience with dialects

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Camryn Lang

/ camrynlang.com

Scenic Design Experience

Scenic Designer		
Yoga Play	Gary Landis (dir.)	Los Altos Stage Company, 2026
Anastasia	Amanda Moore (dir.)	Heritage High School, 2025
The Addams Family	Amanda Moore (dir.)	Heritage High School, 2025
Twelfth Night	Sara Dean (dir.)	Los Altos Stage Company, 2025
Greek Mythology Olympiaganza	Kristin Walter (dir.)	Los Altos Stage Company, 2025
Noises Off	Linda Piccone (dir.)	Palo Alto Players, 2025
Vaud	Wolfe Bowart (dir.)	Arizona Repertory Theatre, 2022
Asst. Scenic Designer		
Twelfth Night	Apollo Weaver (scenic des.)	Utah Shakespeare Festival, 2026
Troilus & Cressida	Apollo Weaver (scenic des.)	Utah Shakespeare Festival, 2026
As You Like It	Apollo Weaver (scenic des.)	Utah Shakespeare Festival, 2025
Head Over Heels	Apollo Weaver (scenic des.)	Arizona Repertory Theatre, 2023
Three Sisters	Kensey Coleman (scenic des.)	Arizona Repertory Theatre, 2021

Other Theatrical Experience

Carpenter		
Full Time Carpenter	Brion Jones (shop foreman)	CMT San Jose, 2023 – Present
Pippin	Ted Kraus (TD)	Arizona Repertory Theatre, 2019
Julius Caesar	Louis Stone-Collonge (TD)	Silicon Valley Shakespeare, 2016
The Three Musketeers	Louis Stone-Collonge (TD)	Silicon Valley Shakespeare, 2016
Props Artisan		
Scrooge!	Shadow Gilmore (props coord.)	Arizona Theatre Company, 2023
2023 Season	Ben Hohman (props superv.)	Utah Shakespeare Festival, 2023
Romeo and Juliet	Aidyn Corkell (props coord.)	Arizona Repertory Theatre, 2023
Vaud	Wolfe Bowart (dir.)	Arizona Repertory Theatre, 2022
Everybody	Christina Griffey (props coord.)	Arizona Repertory Theatre, 2021
Into the Woods	Brenden Rohrbacher (props mast.)	Arizona Repertory Theatre, 2021
Pippin	Dustin Beilich (props mast.)	Arizona Repertory Theatre, 2019
Props Intern		
2022 Season	Kat Blakeslee (props coord.)	Colorado Shakespeare Festival, 2022
Painter		
Nightfall	James Jones (technical superv.)	Old Tucson, 2023
Living Dead in Denmark	Kensey Coleman (charge)	Arizona Repertory Theatre, 2022

Skills

- ***Design:*** Drafting. Model making (physical and CAD). Illustration (traditional and digital).
- ***Production:*** Scenic carpentry. Scenic painting. Foam carving. Basic proficiency in MIG welding. Basic hand and machine sewing. Experience in reading construction drafting and driving a 24' box truck.
- ***Software:*** Autocad (Drafting). Sketchup (3D modeling). Adobe Photoshop (Illustration, graphic design, and basic image manipulation).

Education University of Arizona 2019 - 2023

- BFA: Theatre Production — Design and Technical Production [Emphasis: Scenic Design]
- Minor: Business Administration

Docusign Envelope ID: F230FBE8-2FCA-8A1A-807C-41E7518384C5

Greg Parker

Sacramento, California [redacted]

Theater Acting Credits - *Role*	**Production Company**	**Director**
The Book of Will - *John Hemminges*	Big Idea Theatre	Christopher Travlos
Jersey Boys - *Gyp Decarlo*	Sierra Repertory Theatre	Jerry Lee
Sunday in the Park with George - *Boatman, Bob G.*	Sierra Repertory Theatre	Scott Viets
King Lear - *Albany*	Murphy's Creek Theatre	Robbie Allen
Deathtrap - *Porter Milgrim*	Sacramento Theatre Company	Michael Laun
The Wizard of Oz - *Uncle Henry, Emerald City Guard*	Sierra Repertory Theatre	Jerry Lee
Chorus Line - *Larry*	Sierra Repertory Theatre	Russell Garrett
There is a Happiness that Morning Is - *James Dean*	Colt Productions	Patrick Murphy
Twelfth Night - *Malvolio*	Sacramento Shakespeare Festival	Matt Miller
The Three Musketeers, Fantasy Tour - *Harpo*	B Street Theatre	John Lamb
Damn Yankees - *Coach Van Buran*	Sierra Repertory Theatre	Scott Viets
South Pacific - *Luther Billus*	Sierra Repertory Theatre	Scott Viets
The Christmas Foundling - *Boston*	Sierra Repertory Theatre	Julie Ludlum
The Best Little Whorehouse in Texas - *Melvin Thorpe*	Sierra Repertory Theatre	Scott Viets
Paint Your Wagon - *Mike Mooney*	Sierra Repertory Theatre	Dennis Jones
Idiots Delight - *Quillery*	Sierra Repertory Theatre	Dennis Jones
Cat on a Hot Tin Roof - *Preacher*	Sierra Repertory Theatre	Dennis Jones
Joseph and the Technicolor Dreamcoat - *Simeon*	Sierra Repertory Theatre	Scott Viets
School for Wives - *Orante*	Sierra Repertory Theatre	Dennis Jones
King Lear - *Burgandy*	Sierra Repertory Theatre	Dennis Jones
Cindy Rella - *Papa Rella, Lotsa Rella, & Horses Ass*	Oregon Cabaret Theatre	Jim Giancarlo
Sinbad Fantasy Tour - *Gilligan*	B Street Theatre	John Lamb
I Love You, Your Perfect, Now Change - *Man 2*	Capital Stage	Stephanie Gularte
The Who's Tommy - *Captain Walker*	Western Stage	Jon Selover

Education

- University of California at Santa Barbara – BFA Performing Arts
- Allan Hancock College – AA Dance
- Pacific Conservatory of the Performing Arts – Acting Conservatory

Special Skills

- Movement and Dance - Modern, Jazz, and Ballet
- Military Training - Familiar w/military etiquette, marching commands, & American/Soviet arms via 1980's
- Accent Work: UK – Received Pronunciation, London, West Country, Scouse. Standard Irish and Scottish.
  EU – French, German, Italian, and further east Russian.
  US – Western, Eastern, and Southern regions.

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Rob Seitelman

Actor/Playwright/Director/Educator

Cell: 415.310.8563	Height: [redacted]	Age Range: [redacted]
Email: rseitelman@gmail.com	Eyes: [redacted]	Hair: [redacted]

Theatre (Select Credits)

Midsummer ND	Puck	**Bridgette Loriaux**	**Marin Shakespeare**
Untitled Fatty Arbuckle Play	Eric	**M Graham Smith**	**Ground Floor (BRT)**
9 to 5	Franklin Hart	**Eric Inman**	**Willows Theatre**
Doctor in Spite of Himself	Valere	**Christopher Bayes**	**Berkeley Rep**
Compleat Wrks of Skhspr	Adam	**Josy Miller**	**Hapgood Theatre**
The Cocktail Hour	John (Shellie Nom)	**Josy Miller**	**Hapgood Theatre**
Wizard of Oz	Cowardly Lion	**Jon Tracy**	**Berkeley Playhouse**
Dear Edwina	Cordell	**Jennifer Bender**	**Rattlestick**
The Freedom Toast	Performer/Writer	**Jason Summers**	**Producer's Club**
The Talk of the Town	Woollcott	**Dan Wackerman**	**Peccadillo Theatre**
Marat/Sade	Inmate/Soloist	**Michael Kimmel**	**Access Theatre**
Saturday Night	Ray	**Carey Perloff**	**ACT MFA**
Midsummer ND	Bottom	**Giles Havergal**	**ACT MFA (Zeum)**
Christmas Carol	Topper	**Craig Slaight**	**ACT Mainstage**
Of Thee I Sing	Throttlebottom	**Peter Maleitzke**	**ACT MFA (Zeum)**
Imaginary Invalid	Argan	**Dan Chumley**	**ACT MFA**
Wind and the Willows	Toad	**Kathleen Keenan**	**Lost Nation Theatre**
Rosencrantz and Guild.	Rosencrantz	**Theodora Konetsovska**	**Williams College**
Death and the Maiden	Roberto Miranda	**David Eppel**	**Williams College**

Training

American Conservatory Theatre MFA Program	**MFA, Acting**
Williams College	**BA, Theatre Arts**
Gaiety School of Acting (Dublin, Ireland)	**Irish Acting Intensive**

Teachers: David Eppel, Tina Shepherd, Melissa Smith, Gregory Wallace, Marco Baricelli, Dennis Krausnick, Leslie Felbain (Clown), Robin Phillips, Rene Augesen (audition), Anthony Fusco, Bonita Bradley, Jeff Crockett, Frank Ottiwell, Deb Sussel, Kimberly Mohne-Hill, Jon Rose (Voice), Jeff Biering (Voice), Debra Lambert, Jo Montaelone, George Quick

Additional Credits/Directing/Writing/Teaching Resumes Available Upon Request

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EXHIBIT G
EXHIBIT A

PRODUCTION TEAM & STAFF

Stage/Set Designer | Malcolm Rodgers
Costume Designer | Callie Floor**
Sound Designer | Grant Huberty
Lighting Designer | Evan Lopes
Production Stage Manager/Props Master | Emma Ledesma
Technical Director | Finlay Norton-Lindsay
Lead Scenic Painters | Natalia Custodio, Thomasin Dewhurst, Kiku Nitta-Dong
Associate Artist/Photographer | Gregg Le Blanc
Development Director | Felicity Cowlin
Graphic Designer | Laura Batti

*** Denotes a member of United Scenic Artists, Local USA 829*

APPRENTICES & CREW

Dorothee Catipon *(ASM)* | EJ Agata *(Sound Board Operator)*
Sheryl Lim *(Dresser/Costume Design Assistant)*
Lily Engelsgjerd *(Dresser)* | Juno Bellantoni *(FOH Manager)*

BOARD OF DIRECTORS

Valerie Jonas *(Chair)* | Elizabeth E. Trutner *(Vice Chair)*
G. Bryan Balaz *(Co-Treasurer)* | Steve Lanza *(Co-Treasurer)*
Laura Batti | Bob Carling | Apryl Chauhan | Patricia Keer Munro
Mary Sweeney | Lisa A Tromovitch

SPECIAL THANKS

Our Bard Level+ Supporters:
Anonymous | Lori Souza & Bryan Balazs | Beth Trutner & Jim Hartman | Valerie & David Jonas | Patricia & David Munro

Volunteers:
National Charity League and too many individuals to list here! Find them on our website.

Become A SPARC Sustainer

Check Out Our Summer Camps

SPARC PRESENTS

WILLIAM SHAKESPEARE'S

Sir John Falstaff and THE MERRY WIVES OF WINDSOR

ADAPTED & DIRECTED BY EXECUTIVE ARTISTIC DIRECTOR
LISA A TROMOVITCH

RUN TIME
2 hours and 30 minutes

TIME
Post Gold Rush, post Civil War, late 1860s

SETTING
Windsor, a mythical township, not unlike Livermore, near the Rancho Las Positas land grant, the future "Livermore Valley."

CAST

Visitors and temporary residents of Windsor
Sir John Falstaff | Malcolm Rodgers
Pistol & Nim, his men | Nic Moore & Lucy Swinson
Robin, his page | Lucy Swinson

Master Robert Shallow, a justice of the peace | Gwen Loeb*
Abraham Slender, his nephew and suitor to Anne | Mary Ann Rodgers

Fenton, a gentleman & suitor to Anne | Nic Moore

Townsfolk of Windsor
Mistress Alice Ford | Mary Ann Rodgers
Master Frank Ford | Norman Gee*
Roberta, their house servant | Dorothee Catipon

Mistress Margaret Page | Carolina Morones
Master George Page | Mark Vashro
Anne Page, their daughter | Lucy Swinson

Mistress Quickly | Gwen Loeb*
Dr. Caius | Nic Moore

Proprietress of The Garder Inn | Carolina Morones

Darcie Kent VINEYARDS

MARCEL METHOD

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DIRECTOR'S NOTES

Sir John Falstaff and the Merry Wives of Windsor
ADAPTED & DIRECTED BY LISA A TROMOVITCH

This summer, we invite you to laugh with us under California skies as Shakespeare's outrageous Sir John Falstaff meets his match in two women with wit to spare. By retitling the play *Sir John Falstaff and the Merry Wives of Windsor*, we honor both the comedic audacity of Falstaff and the brilliance of the women who so delightfully outmaneuver him.

Setting the play in late 1800s California—around the time Livermore was first blossoming—allows us to tap into a uniquely American moment of possibility. California had just joined the Union, the railroads were advancing, and communities were forming out of a mingling of cultures and dreams. That spirit of new beginnings makes a perfect match for Shakespeare's story of love, mischief, and clever resistance.

Shakespeare was never precious about time or place—he wrote for his audience, folding in their music, humor, and headlines. In that tradition, we've updated local references and added 19th-century American songs—some unexpectedly familiar—to help bridge eras. The result is a play that feels both freshly Western and deeply Shakespearean.

At its core, this is a celebration of resilience, joy, and friendship. Through mistaken identities, thwarted suitors, and laundry baskets, love and laughter win the day.

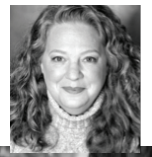
Whether you're joining us in the vineyard or in the theater, we hope you leave lighter than you arrived—and with a renewed sense of what clever, confident community looks like.

Lisa A Tromovitch
EXECUTIVE ARTISTIC DIRECTOR, SPARC THEATER

BIOS



NORMAN GEE* (*Mr. Ford*) returns to SPARC after roles in *Much Ado*, *Cymbeline*, and *Love's Labour's Lost*. He is Artistic Director of Oakland Public Theater and works extensively across the Bay Area. Recent project: INVENTORY: James Baldwin Abroad with OPT.



GWEN LOEB* (*Quickly/Shallow*), was last seen at SPARC in *The Importance of Being Earnest* (Lady Bracknell) and *Pride and Prejudice* (Mrs. Bennet), and has performed with Aurora theatre, SF Playhouse, Marin Theatre, Shotgun, and more. Gwen has been a company member with Playground for over 25 years and is a founding member of the Actors Theatre Collective.



C MOORE (*Fenton/Caius/Pistol*) is thrilled to return to SPARC after ying Romeo in Romance and Juliet last year. Other credits include San ncisco Shakespeare Festival, Curtain Theatre, and New Conservatory eatre Center. He trained at Shakespeare & Company, AMDA, and The isner Technique Studio in San Francisco.

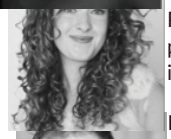
ROLINA MORONES (*Mistress Page/Host*) is an actor and bilingual ching artist. She teaches with Studio A.C.T. and Great Lakes Michael ekhov Consortium. Credits include *The Tenth Muse* at Oregon Shakespeare Festival, *Julius Caesar* (A.C.T. OUT tour), *Pericles* at SF Shakes, and *Much Ado Para Nada* with Shakespeare in Detroit.



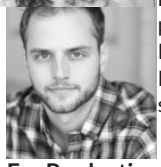
MALCOLM RODGERS (*Falstaff*) is an Associate Artist with SPARC and longtime scenic designer for Shakespeare in the Vineyard. An Emmy-winning designer and actor, he's performed across the Bay Area and designed for Netflix, Shotgun Players, and Ross Valley Players.



MARY ANN RODGERS (*Mistress Ford/Slender*) is in her sixth season with SPARC. She's performed with Shotgun Players, SF Shakespeare, Central Works, and more. A former teacher of Spanish and Theater, she received her degree from U.C. Santa Barbara and has been a student of theater ever since.



LUCY SWINSON (*Anne/Robin/Nym*) is thrilled to make her SPARC debut. A recent BFA graduate from Chapman University, she's appeared at SF Playhouse, Berkeley Playhouse, and B8 Theatre, as well as trained and performed with Prague Shakespeare Company. Up next she can be seen in *Sunday in the Park with George* at Shotgun Players.



MARK VASHRO (*Mr. Page*) is an actor and Sundance award-winning producer. SPARC audiences saw him as Benedick in *Much Ado* (2023). Recent role: Robert in *The Book Club Play* (Ross Valley Players). He's currently producing BlueLife, a fictional audio series: bluelifeworld.com.

For Production Team bios and more detailed bios for the performers

** Denotes a member of Actors Equity Association, the union of professional actors and stage managers in the United States*

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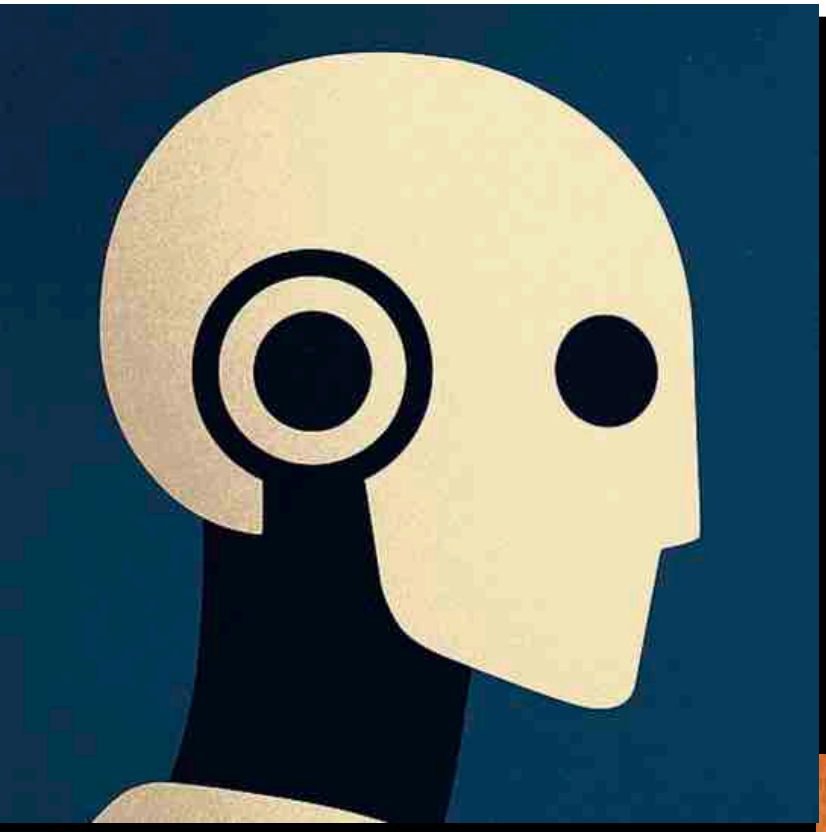
SPARC

Science @ Play

Staged Reading Series



An AI Playwriting Experiment

March 13-15

A Collaboration by AI & You



The Moon is Always Full

March 27-29



A NEW Play by Cleavon Smith

Sponsored by

Livermore Lab FOUNDATION

at SPARC Studio

SPARCtheater.org

Celebrating 20 Years

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EXHIBIT G
EXHIBIT A

Some Have Greatness

Shakespeare Adventure Club







AFTER-SCHOOL THEATER PROGRAMS

WHERE: [redacted]

Some Have Greatness:

Learn about theater and perform in a play!

Grades 3rd-5th or 6th-8th

All Classes 3:30 pm-5:30 pm

(Elementary) Thursdays, January 29 - April 23

(Middle School) Mondays, January 26 - April 24

Shakespeare Adventure Club:

Learn about Shakespeare and workshop scenes!

Grades 3rd-5th

Wednesdays, 2:00 pm-5:00 pm

January 28 - April 1st

Pricing: $524*

*Scholarships and discounts available pending fundraising efforts

For more information, or to sign up:

www.SPARCtheater.org/after-school

SPARC

[redacted]

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EXHIBIT G
EXHIBIT A

SO WISE SO YOUNG

This Shakespeare literacy program is designed to increase language comprehension and reading skills through fun, hands-on collaboration, and dynamic drama-based activities



In-Classroom Pricing:

Our in-class program is available for just $2,000 per classroom, accommodating up to 30 students. This price includes a professional SPARC Teaching Artist for ten one-hour sessions, all necessary worksheets, craft supplies, books, costume pieces, and supplemental materials for classroom teachers. This dynamic program qualifies for funding under Prop 28 AMS!

After-School Pricing:

SPARC now offers a new after-school version of the So Wise So Young program for 2nd and 3rd graders. This engaging program, taught on your campus, includes ten one-hour sessions at $175* per student, with a minimum of 15 students required.

**Please note, this fee is payable by caregivers, not the school.*

SPARC EDUCATION PROGRAMS



SHAKESPEARE ADVENTURE CLUB

Shakespeare Adventure Club After-School Pricing:

Conveniently taught on your campus after school, our Shakespeare Adventure Club consists of ten 75-minute sessions led by a professional SPARC Teaching Artist. This mix of language activities, interactive history lessons, and theater games is available for the price of $175* per student, with a minimum enrollment of 15 students.

**Please note, this fee is payable by caregivers, not the school.*

To bring SPARC to your school, contact us at:

[redacted] [redacted] 936

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SPARC EDUCATION PROGRAMS

YOUNG BARDS THEATER

Are your students ready for an adventure on stage? Our exciting **Young Bards Theater** class is offered in two sections: grades 4th - 5th and 6th - 8th. In this class students dive into the world of acting as we focus on rehearsal and performance of one play culminating in a wonderful 30-minute public performance for family and friends!

Our process-based approach builds confidence and enhances public speaking skills in young actors. Everyone is welcome, and no previous experience is required!

Ready to take center stage? This program includes ten 75-minute sessions at $200* per student, with a minimum of 15 students required. *(Maximum number of students is 20)*
**Please note, this fee is payable by caregivers, not the school.*



To bring SPARC to your school, contact us at:

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EXHIBIT G
EXHIBIT A
Article #1
The Independent

https://www.independentnews.com/culture/sparc-after-school-program-producing-original-play/article_5ccb53a1-72be-47a7-bbfc-b3824cba5591.html

SPARC After-School Program Producing Original Play

Nov 27, 2025

The SPARC Theater after-school program, Some Have Greatness, will produce an original play, “Snow White and the Seven Elves,” by Livermore author Amy Pittel.

Students in grades three, four and five will meet at SPARC’s Livermore studio, 2172 Railroad Ave., from 3:30 p.m. to 5:30 p.m. on Thursdays, starting Jan. 29, to learn from professional theater artists. Students in grades six, seven and eight will meet from 3:30 p.m. to 5:30 p.m. on Mondays, starting Jan. 26.

The sessions will run through the end of April and culminate in a student performance of the play.

Pittel, a longtime volunteer with SPARC Theater, is developmental editor at LesCourt Author Services, according to her LinkedIn profile, and the author of a Young Adult novel, “Like It or Not,” published in 2022 under the pen name Amy G. Dalia.

SPARC Theater also offers a Shakespeare Adventure Club for students in third, fourth and fifth grades that will meet from 2 p.m. to 5 p.m. on Wednesdays, starting Jan. 24.

To register for the SPARC programs, go to sparctheater.org/after-school. The cost is $524 per student.


The Running Man
Hunt him down. Stream the new movie, starring Glen Powell, on Paramount+. Watch now!
ad.doubleclick.net

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EXHIBIT G
EXHIBIT A
Article #3
IndiaPost

Shakespeare and the Merry Wives Delight Again

July 17, 2025



Full Cast & Crew of Sir John Falstaff and the Merry Wives of Windsor



Left to Right: Carolina Morones, Mary Ann Rodgers

Archana Asthana

The outrageous Sir John Falstaff trying to better his fortunes by wooing two wealthy damsels simultaneously; young lovers seeking to unite; and the usual confusion of mixed identities is at the heart of the play, "Sir John Falstaff and the Merry Wives of Windsor", the only one by the Bard to be based on middle class, non-aristocratic nobility. Presented by SPARC Theater (Shakespeare and Performing Arts Regional Company), under the California skies in the scenic Darcie Kent Vineyards in Livermore in July, and indoor at the Village Theater in Danville in August, this rollicking comedy is full of riotous humor and follies.

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EXHIBIT A

Executive Artistic Director and Founder of the Company, Lisa Tromovitch, also the director of this play, has reimagined this timeless comedy with a local twist setting it in late 1800s when Livermore was settling in as a community. Other modifications include streamlining the plot to just two, to avoid unnecessary confusion in the story flow and to reduce its duration; using just eight characters playing multiple roles to economize on production costs.



Left to Right: Gwen Loeb, Nic Moore, Lucy Swinson, Carolina Morones, Mark Vashro*

Singing by both men and women characters provides not only a pleasant interlude, but also allows costume changes for actors. The middle-class theme dominant in the play is visible through the wives' pranks on their suitor and not succumbing to the seduction; the bonding between townsfolk, especially the wives in their everyday interactions; and the way social standing and wealth creates a chasm.

Suitability of casting is paramount when running such a tight ship, and all characters came through handsomely, from Malcolm Rodgers who also captivated with his vocals as Falstaff; Lucy Swinson, equally adept at portraying the Anne Page the gentle maiden, and the rambunctious companions, Robin and Nim. Mary Ann Rodgers playing the awkward suitor Fenton, switches disarmingly to the beguiling Mistress Ford, who, accompanied with Carolina Morones plots with her as Mistress Page, and set forth cunning traps for their erstwhile suitor. Nic Moore delights as the very French Mr. Caius, one of the suitors for Anne, and Fenton, who actually is the besotted, as well as the supporting role of the companion Pistol. The other two gentlemen, Norman Gee as Mr. Ford and Mark Vashro as Mr. Page, the unsuspecting, but jealous husbands anchor the plot with dexterity.



Left to Right: Malcolm Rodgers, Mary Ann Rodgers

Gwen Loeb steals the show as the central figure Mistress Quickly who serves as a messenger and facilitator between various characters, cementing the misunderstandings

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EXHIBIT G
EXHIBIT A

through deliberate miscommunications and malapropisms, while also maintaining the dignity of her other character Mr. Shallow, the justice.

The outcome of all the adaptations and superb acting resulted in a well put together, seamless production which enhanced a terse plot flow and character development that proceeded to delight the audience. Despite the first half seeming to stretch a bit, the second half sealed the deal with a typically raucous ending with young lovers united and Falstaff outmaneuvered by the brilliant wives. The retitling of the play acknowledges both the sheer audacity of Falstaff, and the integrity of the women who outsmart him at every turn.



Left to Right: Norman Gee, Carolina Morones, Mary Ann Rodgers, Gwen Loeb*, Mark Vashro*

Photos-SPARC Theater

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EXHIBIT G
EXHIBIT A
Article #3
Pleasanton Weekly

Pleasanton Weekly
Nonprofit local news for the Tri-Valley

WHAT A WEEK

Anniversaries in the community … and in my house

Each occasion is a significant achievement worth celebrating, even when it's not a round number



by **Jeremy Walsh**
July 24, 2025 5:04 pm

Listen to this article now
1.0x
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A snapshot from SPARC Theater's production of "Sir John Falstaff and the Merry Wives of Windsor" as part of its annual Shakespeare in the Vineyard program. (Photo by Gregg Le Blanc | CumulusLight Photography)

One reason we hear from business owners, community leaders and everyday residents the most is trying to pitch coverage of a special anniversary.

The milestone often provides us a timeliness hook from which we can frame an article, but the story has to be about much more than just a date on the calendar to intrigue our editorial team and engage our readers – although if there is a free public celebration associated, we're happy to tout that in our Calendar section in print and online.

We like to know what's going on throughout our Tri-Valley coverage area, and share those stories with our readers, but where anniversaries get tricky is there are just so many. It's right there in the word … happens every year.

Which is why we often look for a nice round number or a key new development to center an article on. A real oomph of news. Like last week's Cover Story was about the Balloon Platoon, which is marking **50 years** in 2025. Come to think of it, this week's Cover also has such an angle – this is Open Heart Kitchen's **30th anniversary**.

That's not to downplay the importance of each anniversary, particularly for a small business, recurring community event or local institution, because every year going is an amazing accomplishment and a clear reflection of the effort and support involved to sustain. Believe me, I recognize that.

Beyond the professional anniversaries I've written about this year (**25 years** for the Pleasanton Weekly; 20 years for DanvilleSanRamon), my wife and I reached 12 years of marriage and 19 years together overall this month.

Not neat numbers, but worthy of celebration nonetheless – not only because it's good to take a break from the everyday exertion required of working parents, but also considering the context of the households we came from.

A dozen is quite an achievement, especially when it's rooted in love, respect and growth.

We marked the occasion with an evening out in Livermore: early dinner at Maple Street Eatery, dessert at Verace Gelato and a show with Shakespeare in the Vineyard.

It's such a beautiful setting to watch a play, the outdoor stage at Darcie Kent Estate Winery on which SPARC Theater performs every July.

And it's a fun adaptation by the troupe's executive/artistic director Lisa Tromovitch, with engaging performances to boot. She sets her take on the Bard's comedy "The Merry Wives of Windsor" in the post-Civil War era around Livermore's founding – including a few local references like Las Positas and Arroyo Del Valle.

SPARC Theater's **"Sir John Falstaff and the Merry Wives of Windsor"** has one more weekend (this Friday through Sunday) outdoors in Livermore Valley wine country.



A snapshot from SPARC Theater's production of "Sir John Falstaff and the Merry Wives of Windsor" as part of its annual Shakespeare in the Vineyard program. (Photo by Gregg Le Blanc | CumulusLight Photography)

There will be more chances to catch the production, though, indoors at the historic Village Theatre in downtown Danville from Aug. 8-24 with Friday and Saturday evening shows and Sunday matinees.

The Walshes weren't the only ones with anniversaries in the Tri-Valley this month.

The Hindu Community and Cultural Center in Livermore, also known as Shiva-Vishnu Temple, celebrated its 39th anniversary **with festivities** July 12-13 honoring the longstanding "vibrant hub where devotion, community service, and cultural heritage go hand in hand".

The weekend was "a celebration of faith and tradition", according to HCCC President Sudha Surapaneni.

"The sacred pujas and vibrant ceremonies showcased our community's strong connection to the temple. On behalf of the management, we would like to extend our heartfelt gratitude to all the devotees, volunteers,

temple staff, and our generous donors. Your unwavering support and dedication continue to strengthen our community and spiritual mission," Surapaneni told me in a statement.



The Hindu Community and Cultural Center in Livermore, also known as Shiva-Vishnu Temple, celebrated its 39th anniversary with festivities July 12-13, 2025. (Photo courtesy HCCC)

While we didn't see an opportunity to spin up a full feature on HCCC this month, I have it down on my list of us to pursue for a potential Cover Story next year when the Livermore temple marks its ruby anniversary.

Editorial bandwidth often contributes to our difficulty in quickly activating on anniversary articles, round numbers or not. I think back to the short notice we got that Vic's All Star Kitchen was having a ribbon-cutting ceremony July 1 to recognize **five years** under the current ownership. An impressive achievement, especially considering all Laura and Ernesto Castro have had to navigate since taking over Vic's in early 2020 just before the pandemic hit.

Although we aren't able to do full stories on every anniversary, please reach out to us anytime one is coming up or just passed. We'll do our best to give it at least a shoutout editorially, or even consider sharing a Letter to the Editor.

With that, I'll head into the weekend with one more anniversary to celebrate … the anniversary of my birth. Although with that framing, maybe it's a day my mom should get the credit for.

Editor's note: Jeremy Walsh is the associate publisher and editorial director for the Embarcadero Media Foundation's East Bay Division. His "What a Week" column is a recurring feature in the Pleasanton Weekly, Livermore Vine and DanvilleSanRamon.com.

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EXHIBIT G
EXHIBIT A
Article #4
Pleasanton Weekly

Pleasanton Weekly
Nonprofit local news for the Tri-Valley

A&E

Spend the evening out with Shakespeare in wine country

SPARC Theater presenting 'Merry Wives of Windsor' adaptation set around Livermore's founding



by **Pareena Gupta**
July 2, 2025 4:10 am

Listen to this article now

1.0x

00:00 05:03



From left: Carolina Morones, Malcolm Rodgers and Mary Ann Rodgers star in SPARC Theater's "Sir John Falstaff and the Merry Wives of Windsor" outdoors in Livermore from July 3-27, 2025 and indoors in Danville from Aug. 8-24, 2025. (Photo by Gregg Le Blanc | CumulusLight Photography)



Cast members practice in costume during a July dress rehearsal

SPARC Theater is set to bring another one of William Shakespeare's classic comedies to life this summer with its original rendition of "Sir John Falstaff and the Merry Wives of Windsor".

Inspired by Shakespeare's method of "slipping contemporary references into his plays", SPARC is setting its version of "The Merry Wives of Windsor" at the time of Livermore's founding, in the late 1800s. The approach also follows a common American theater tradition of reimagining Shakespeare's settings to reflect local culture and history, troupe officials wrote in a press release ahead of the show's opening this week.

"It's a great way to enjoy a little history and literature," said director and adaptor Lisa Tromovitch. "We get a glimpse into our own history while enjoying the writing of arguably the greatest playwright in the English language."

SPARC plans to follow Shakespeare's footsteps in every aspect of the play. As a shareholder in an acting company known as the Lord Chamberlain's Men — which later became the King's Men — Shakespeare prioritized his audience's interests, which led to successful shows. SPARC Theater presents its production with a similar focus on audience connection and relevance.

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EXHIBIT A

"I've edited out the references to then-local news that don't make sense to a contemporary audience, and replaced them with music appropriate to the 1800s in the new state of California. Shakespeare would want his audience to enjoy the show, not wish they had a textbook beside them to understand it," Tromovitch said.

The late 1800s were a time of great excitement. People from all over the world came to California during the Gold Rush.

California officially became a state in 1850, and by 1863, the railroad was advancing toward San Francisco with its first stations opening. The Civil War ended in 1865, and Livermore's first railway station was built just five years later, in 1870. "There was a sense of new beginnings. Cultures mixed, sometimes harmoniously, sometimes not," SPARC wrote in the press release.

Set in that time of endless possibilities, the play follows two clever wives — Mistress Page and Mistress Ford — and the disreputable Sir John Falstaff, who thinks he can trick these savvy women into a tryst. Meanwhile, young love is the theme, as the Pages' daughter Anne is sought after by multiple admirers.



Audience members can enjoy the SPARC production amidst the scenic charm of Darcie Kent Vineyards in Livermore (Photo courtesy of SPARC).

"It's the fun-loving nature of these confident friends and neighbors that carries the day in this story. Confidence in true love anchors the relationships, and despite the hijinks, all ends well," SPARC officials said.

"Sir John Falstaff and the Merry Wives of Windsor" debuts this Thursday and continues on Saturday and Sunday for opening weekend, with no show on the Fourth of July. The show will then run each Friday through Sunday for the rest of July (as well as a show on Thursday, July 17) on the outdoor stage at Darcie Kent Vineyards in Livermore.

SPARC plans to offer three "family nights" with pre-show activities and reduced price tickets for kids to attend. All shows begin at 7:30 p.m. and free onsite parking is available. For tickets and more information, go to SPARCtheater.org.

"There's nothing more relaxing than glimpsing the sunset and moonrise while sipping a glass of Darcie Kent wine and witnessing the comedy unfold," said board chair Valerie Jonas, a longtime audience member at SPARC shows.



Volunteers assist with the stage load-in (Photo courtesy of SPARC).



SPARC Treasurer Byan Balaz helps with the stage set up (Photo c

EXHIBIT G
EXHIBIT A

“There’s something special about sitting with friends and enjoying a play without a roof over your head,” added Bryan Balaz, board treasurer. “Being in nature has a calming effect, adding to the Vineyard experience the company sometimes calls ‘the spa version of outdoor Shakespeare.’”

SPARC will also present the show at Danville’s Village Theatre and Art Gallery for three weekends in August. Unlike the outdoor performances in Livermore, the Danville shows will be held indoors with air conditioning and include Sunday matinee options starting at 2 p.m.

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EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance
Grantee shall maintain limits no less than:

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.

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 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. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.
2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the 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.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.20**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the continued participation of the City of Livermore in the Alameda County HOME Consortium for HOME Investment Partnership Program funds; and the execution of an agreement with Alameda County for participation in the Alameda County HOME Consortium for federal fiscal years 2027, 2028, and 2029.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing the participation by the City of Livermore in the Alameda County Home Investment Partnership Program Consortium for HOME Investment Partnership funds ("HOME"); and
2. Authorizing the City Manager to sign on behalf of the City of Livermore, the HOME Consortium Agreement with the County of Alameda for participation in the Consortium during federal fiscal years 2027, 2028, and 2029 to maintain the eligibility of the Consortium for HOME program funds in accordance with the National Affordable Housing Act of 1990.

DECISION TYPE

Administrative

SUMMARY

Through participation in the Alameda County HOME Consortium, the City of Livermore receives annual HOME Program funding from the U.S. Department of Housing and Urban Development ("HUD"). Since joining the Consortium in 1993, the City has utilized HOME funds to support the development and preservation of affordable housing throughout Livermore. In accordance with County and federal administrative requirements, the City must enter into a formal agreement with the Alameda County Housing and Community Development Department in order to access and administer these funds.

DISCUSSION

Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990 established the HOME Investment Partnerships ("HOME") Program to provide federal funding to local governments for the

acquisition, rehabilitation, and new construction of affordable housing, as well as for homebuyer assistance and tenant-based rental assistance ("TBRA"). HUD allocates HOME funds directly to participating jurisdictions that meet a threshold level of affordable housing need. This threshold is determined by a formula that considers the number of housing units that are overcrowded, substandard, or occupied by households living below the poverty level. Local jurisdictions that do not independently meet this threshold may join together to form a regional consortium to participate in the HOME Program and receive an annual allocation of funds.

The City of Livermore has been a member of the Alameda County HOME Consortium (the "Consortium") since 1993. Alameda County administers the Consortium's HOME funds in accordance with federal requirements and allocates funds to Consortium members based on the HUD formula. Consortium members, in turn, direct their allocations to local affordable housing programs and projects that align with community needs and priorities. To receive its annual HOME allocation, the City must enter into an agreement with the Alameda County Housing and Community Development Department, as required by County and federal administrative regulations.

The City currently utilizes HOME funds to support TBRA programs that provide housing stability and case management services to vulnerable residents and families. Previous uses of HOME funds have included new construction and rehabilitation of affordable housing developments, as well as homeowner rehabilitation programs. These investments have advanced the City's progress in meeting its affordable housing objectives. For fiscal year 2025-26 and 2026-27, HOME funds have been allocated to Abode Services and Tri-Valley Haven for Women for their TBRA programs serving individuals experiencing homelessness and survivors of domestic violence.

For federal fiscal years 2027, 2028, and 2029, the cities of Alameda, Fremont, Hayward, Pleasanton, San Leandro, and Union City have expressed interest in continuing their participation in the Alameda County HOME Consortium in partnership with the Alameda County Urban County, which is comprised of the cities of Albany, Dublin, Emeryville, Newark, Piedmont, and the unincorporated areas of Alameda County. Staff recommends that the City Council approve the City of Livermore's continued participation in the Alameda County HOME Consortium for the upcoming three-year period.

FISCAL AND ADMINISTRATIVE IMPACTS

The City's current HOME allocation for FY 2026-27 consists of $118,140 available for HOME project funds and $6,563 for program administration, for a total of $124,703. Staff anticipates comparable allocations for the fiscal years covered under the proposed agreement.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities.

ATTACHMENTS

1. Resolution

2. Exhibit A- HOME Consortium Agreement

Prepared by: Amy Walker
Management Analyst I

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CONTINUED PARTICIPATION OF THE CITY OF LIVERMORE IN THE ALAMEDA COUNTY HOME CONSORTIUM FOR HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS; AND THE EXECUTION OF AN AGREEMENT WITH ALAMEDA COUNTY FOR PARTICIPATION IN THE ALAMEDA COUNTY HOME CONSORTIUM FOR FEDERAL FISCAL YEARS 2027, 2028, AND 2029

The City of Livermore (“City”) has been a member of the Alameda County HOME Consortium since 1993. Through membership in the Consortium, the City receives HOME Investment Partnership Program funding from the U.S. Department of Housing and Urban Development. HOME funds have been used to develop and preserve affordable housing citywide.

The Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act of 1990 (“the Act") and Federal regulations have been adopted pursuant thereto.

Title II of the Act creates the HOME Investment Partnership Program (“HOME") that provides funds to participating jurisdictions for acquisition, rehabilitation, new construction of affordable housing, homebuyer assistance and tenant-based rental assistance.

The Act allows local governments to form consortia for the purpose of receiving and administering HOME funds and carrying out purposes of the Act.

The cities of Alameda, Fremont, Hayward, Livermore, Pleasanton, San Leandro, and Union City have expressed their interest in joining the Alameda County Urban County consisting of the cities of Albany, Dublin, Emeryville, Newark, Piedmont, and the unincorporated County, to continue in the Alameda County HOME Consortium for federal fiscal years 2027, 2028, and 2029.

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

1. Authorizes the participation by the City of Livermore in the Alameda County Home Investment Partnership Program Consortium for HOME Investment Partnership funds (HOME).

2. Authorizes the City Manager to sign on behalf of the City of Livermore, the HOME Consortium Agreement, attached hereto as Exhibit A, with the County of Alameda for participation in the Consortium during federal fiscal years 2027, 2028 and 2029 to maintain the eligibility of the Consortium for HOME program funds in accordance with the National Affordable Housing Act of 1990.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – HOME Consortium Agreement

Docusign Envelope ID: D8ABF71B-B2AA-4F51-B4F9-9F3F07AF98F3

ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

COOPERATIVE AGREEMENT
BETWEEN
CITY OF LIVERMORE
AND
THE COUNTY OF ALAMEDA

This AGREEMENT, made and entered into on the 2nd day of June, 2026, by and between the COUNTY OF ALAMEDA, a body corporate and politic of the State of California (hereinafter referred to as the "COUNTY"), and the CITY OF LIVERMORE, a municipal corporation located within Alameda County (hereinafter referred to as the "CITY").

RECITALS

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzalez National Affordable Housing Act of 1990, hereinafter referred to as "the Act", and Federal regulations have been adopted pursuant thereto; and

WHEREAS, Title II of the Act creates the HOME Investment Partnerships Program hereinafter referred to as "HOME," that provides funds to participating jurisdictions for acquisition, rehabilitation, and new construction of affordable housing, and providing tenant-based rental assistance; and

WHEREAS, the Act requires local governments to formulate a Consolidated Plan as part of the eligibility requirements for HOME funds; and

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties States, and consortia of local governments; and

WHEREAS, the Act allows local governments to form consortia for the purpose of receiving and administering HOME funds and carrying out purposes of the Act; and

WHEREAS, the Act requires that a local government member of an urban county participating in the U.S. Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) program may participate in a consortium only through the urban county, and the COUNTY is the lead agency of the Alameda County Urban County; and

WHEREAS, the Act requires that a consortium shall have one member unit of general local government authorized to act in a representative capacity as lead entity for all members for purposes of the Act and to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; and

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WHEREAS, the COUNTY has sufficient legal authority and administrative capacity to carry out the purpose of the HOME program on behalf of the Alameda County HOME Consortium ("CONSORTIUM") members and is the lead entity of the CONSORTIUM for the purposes of the Act, assuming overall responsibility for the Act on behalf of the CONSORTIUM members, including ensuring compliance with the requirements of the HOME program and Consolidated Plan. The COUNTY, as lead agency, has the authority to amend the consortium agreement on behalf of all members to add new qualifying members from the Alameda County Urban County to the CONSORTIUM when notified by HUD that it is appropriate to do so;

THEREFORE, it is agreed that:

1. The CITY and the COUNTY will cooperate in the operation of the CONSORTIUM, for the purpose of undertaking or assisting in undertaking HOME-eligible housing assistance activities pursuant to Title II of the Act including but not limited to, acquiring, rehabilitating, and constructing affordable housing and providing homebuyer and tenant-based rental assistance.

2. The COUNTY is authorized to and shall act in a representative capacity as the lead entity for all members of the CONSORTIUM for the purposes of administering the HOME program.

3. The COUNTY assumes overall responsibility for ensuring that the CONSORTIUM's HOME program is carried out in compliance with the requirements of the HOME program, including requirements concerning the Consolidated Plan.

4. The CITY shall have thirty (30) calendar days to approve the portions of the Consolidated Plan which pertain to the CITY before the COUNTY submits final Consolidated Plan to HUD. The COUNTY shall incorporate the CITY changes in Consolidated Plan, if any, provided that they meet HOME requirements.

5. The CITY shall approve each project funded with HOME funds within the CITY before the COUNTY approves funding project with HOME funds, provided that the CITY approval or disapproval does not obstruct the implementation of the approved Consolidated Plan.

6. The CITY shall designate a staff member to participate in the Consortium's Technical Advisory Committee.

7. The CITY shall designate a representative to whom all notices and communications from the COUNTY shall be directed. The COUNTY's duty to notify The CITY shall be complete when the communication is sent to the designated representative. It is the exclusive duty of the designated representative to notify the appropriate individuals or departments within the CITY.

8. To carry out activities under this Agreement, the COUNTY shall allocate to the CITY a portion of HOME funds received under the Act. Initial allocations shall be approved by

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the Technical Advisory Committee for the CONSORTIUM. If necessary to meet HOME requirements, funds will be reallocated by the COUNTY in accordance with such needs, objectives, or strategies as the COUNTY shall decide. In preparing such needs, objectives, or strategies, the COUNTY shall consult with the CITY and Technical Advisory Committee before making its determinations.

9. Each party to this agreement and each CONSORTIUM member shall affirmatively further fair housing.

10. The CITY shall pay the COUNTY an annual fee, deducted from the CITY's annual allocation at the beginning of the program year, to help defray the COUNTY's costs to administer the Consortium and perform monitoring, record-keeping, and reporting required by the Act. Such fee shall be based upon the COUNTY's expected actual costs and shall in no case exceed five percent (5%) of the CITY's annual allocation of HOME funds.

11. The CITY shall provide the COUNTY with all of the following information concerning the CITY and the activities the CITY carries out under this agreement which the COUNTY requires to be prepared: 1) documents required to be submitted to HUD, 2) annual HOME performance report, 3) such other documents as the COUNTY may require to carry out eligible housing activities or meet Federal requirements. All information shall be submitted on forms prescribed by the COUNTY. In addition, the CITY agrees to make available upon request all records concerning the activities carried out under this agreement for inspection by the COUNTY or Federal officials during regular business hours.

12. Pursuant to Government Code Section 895.4, the CITY shall defend, indemnify, and hold harmless the COUNTY, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for any fines, penalties or damages of any type, resulting from the CITY's performance of this Agreement and caused by any act or omission of the CITY, including failure to comply with any requirement of the Act or the Program described herein, except to the extent that any such claim, suits, actions, losses, or liabilities arise from any act or omission of the COUNTY.

13. Pursuant to Government Code Section 895.4, the COUNTY shall defend, indemnify, and hold harmless the CITY, its officers, employees, and agents from all claims, suits, actions or losses of any type, and from liability for any fines, penalties or damages of any type, resulting from the COUNTY's performance of this Agreement and caused by any act or omission of the COUNTY, including failure to comply with any requirement of the Act or the Program described herein, except to the extent that any such claims, suits, actions, losses, or liability arise from any act or omission of the CITY.

14. The CITY agrees to defend, indemnify, and hold harmless all other cities participating in the Alameda County HOME CONSORTIUM for the CITY's negligent acts or omissions arising from this Agreement.

15. This Agreement shall go into effect immediately upon the signature of both parties and shall continue in full force and effect unless amended, until the HOME funds received

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during each of the federal fiscal years of the qualification period (2027, 2028, and 2029) are expended on eligible activities or returned to HUD. The CITY will be included in the Consortium for a minimum of three (3) federal fiscal years, specifically federal fiscal years 2027, 2028 and 2029. CONSORTIUM members, including the CITY, shall not withdraw from the CONSORTIUM during this period.

16. The beginning of the CONSORTIUM's program year is July 1 and the end of the CONSORTIUM's program year is June 30. All CONSORTIUM members, including the CITY, must be on the same program year for CDBG, HOME, Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA) programs.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

18. Each City agrees to cooperate, at no cost to the COUNTY, in any audit of program activities involving program funds received by that City, including preparing appropriate financial statements, promptly following up and taking corrective action on audit finding, comply with any corrective action plans issued in connection with the audit, and provide auditor with information as needed for the auditor to perform the audit required by applicable regulations.

[SIGNATURES TO FOLLOW ON THE NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

COUNTY OF ALAMEDA

By: _____
President of the Board of Supervisors

Date: _____

CITY OF LIVERMORE

By: _____
Marianna A. Burch,
City Manager

Date: _____

By: DocuSigned by: Jas Sidhu A5F7D34BB6A748A... _____
Jas Sidhu,
Risk Management

Date: 4/4/2026 | 6:23 AM PDT

Approved as to form by:
Andrea L. Weddle, Interim County Counsel

By: Signed by: Kathleen Flynn 1CB22940FD8D43D... _____
Kathleen Flynn,
Deputy County Counsel

Approved as to form by:

By: Signed by: Daniel Gonzales 12B5892BAF3C471... _____
Daniel Gonzales
Deputy City Attorney

Date: 4/3/2026 | 1:09 PM PDT

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

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.21**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing the execution of Assignment and Assumption and Amendment of loan documents and a Subordination and Intercreditor Agreement with Owls Landing, L.P., for the Owl's Landing Affordable Housing Project in the form substantially attached to the resolution.

RECOMMENDED ACTION

Staff recommends City Council adopt a Resolution authorizing the City Manager, or her designee, to:

1. Execute the Assignment and Assumption and Amendment of Loan Documents with Owls Landing, L.P. for the Owl's Landing Affordable Housing Project in substantial conformance with the agreement attached as Exhibit A.
2. Determine the Applicable Federal Rate of interest to be included in the Assignment and Assumption and Amendment of Loan Documents with Owls Landing, L.P. prior to execution.
3. Execute the Subordination and Intercreditor Agreement with Owls Landing, L.P. and Capital One, National Association, for the Owls Landing Affordable Housing Project in substantial conformance with the agreement attached as Exhibit B.

DECISION TYPE

Administrative

SUMMARY

Owls Landing was originally developed in 1998 with financial assistance from the City's former Redevelopment Agency, resulting in 72 affordable rental units for households earning up to 60% of Area Median Income. Eden Housing now proposes transferring the property to a new limited partnership, Owls Landing, L.P., which will acquire, rehabilitate, and continue operating the site as affordable housing. Planned rehabilitation work includes building repairs, roof replacement, accessibility upgrades, and various mechanical, plumbing, and site improvements.

To support the transfer, the owner requests assignment of the City's original loan to the new partnership along with amendments to the City's loan documents updating the loan balance to approximately $7.1

million, adjusting the interest rate, clarifying unit restrictions, and modifying the residual receipts payment structure to align with standard public lender practice. The project will also obtain a new first mortgage to finance the rehabilitation, which will require the City loan to be subordinated through a Subordination and Intercreditor Agreement.

DISCUSSION

On January 12, 1998, the City Council approved Resolution No. 98-8, allocating $4,240,000 from the former Redevelopment Agency of the City to Eden Housing, Inc., through Livermore Housing Associates, L.P. (the "Owner"), for the acquisition and construction of the property located at 860 Herman Avenue, known as "Owls Landing Apartments". The project resulted in the development of 72 affordable 1-, 2-, and 3-bedroom rental units for lower-income households earning up to 60 percent of Area Median Income. The City's loan is documented through a Loan Agreement, Promissory Note, Deed of Trust, and Declaration of Restrictive Covenants, recorded on January 29, 1998 (the "Loan Documents") and attached here as Attachment 1. The original loan accrued simple interest at 3% per year and was to be repaid from 'residual receipts,' defined as the cash remaining after all project expenses, reserves, and debt obligations have been paid.

The Owner now proposes to transfer ownership of the project to a newly formed limited partnership, Owls Landing, L.P. (the "Developer"), following the award of Tax Credit Allocation Committee (TCAC) financing. The Developer intends to acquire, rehabilitate, and continue operating the property as affordable housing. The rehabilitation work will include replacing exterior windows, addressing dry rot, completing a full roof replacement, updating exterior paint and façade elements, and making ADA accessibility upgrades as needed. Additional improvements include replacing water heaters, upgrading washer supply lines and valves, installing bathroom fans in all units, upgrading HVAC systems, and completing various site enhancements.

To facilitate the transfer and ensure continued affordability, the Owner has requested that all rights and obligations under the Loan Documents be assigned to the Developer. In addition, the proposed Assignment and Assumption and Amendment (the "Amendment") would modify the Loan Documents as follows:

- Amend the Loan Agreement to reflect a new loan balance of approximately $7,099,678, representing the original principal plus accrued interest through June 1, 2026. This balance would continue to accrue interest at the Applicable Federal Rate (AFR) upon transfer of the loan to the Developer. The applicable AFR will be finalized and incorporated into the Amendment just prior to the close of escrow on the property transfer, subject to approval by the City Manager. As of April 2026, the AFR is 4.62%.
- Clarify in the Declaration of Restrictive Covenants that the resident manager's unit is excluded from the affordable unit count.
- Amend the Promissory Note to adjust the residual receipts payment requirement from the City receiving 100 percent to sharing 50 percent, which is a standard industry practice among public lenders and has been approved for recent affordable housing loans issued by the City.

The refinancing will provide a new first mortgage for the project, which will also fund the planned rehabilitation work. The first mortgage lender, Capital One, National Association, requires the City's existing loan to be subordinated to the new first mortgage. The proposed Subordination and Intercreditor Agreement ensures that the first lender's mortgage will take priority over the City's loan in the unlikely

event of a default.

FISCAL AND ADMINISTRATIVE IMPACTS

The proposed amendment to the City's promissory note will modify the residual receipts payment structure so that the City receives 50 percent of available residual receipts. Based on project financial projections, the City does not anticipate receiving any residual receipt payments during the first five years following the transaction. Beginning in year six, the City is expected to receive average annual payments of approximately $21,000, which will be applied toward accrued interest on the loan. The payments will be deposited into Fund 201 – Housing Successor Agency.

COMMUNITY PILLAR

1: A Safe Community the Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities.

ATTACHMENTS

1. Attachment 1 - Loan Documents
2. Resolution
3. Exhibit A - Assignment and Assumption and Amendment
4. Exhibit B - Subordination and Intercreditor Agreement

Prepared by: Shelly Haynes
Management Analyst II

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

ATTACHMENT 1
Owks Lndg

CERTIFIED TO BE A TRUE
AND CORRECT COPY
North American Title Company, Inc.
BY _____

LOAN AGREEMENT
(HERMAN AVENUE)
($4,240,000)

Between

Redevelopment Agency of the City of Livermore

and

Livermore Housing Associates

TABLE OF CONTENTS

	Page
ARTICLE 1. DEFINITIONS	2
1.1 ACTUAL HOUSEHOLD SIZE	2
1.2 AHP LOAN	2
1.3 ANNUAL FINANCIAL STATEMENT	2
1.4 ADJUSTED INCOME	2
1.5 ASSISTED UNIT	3
1.6 BORROWER	3
1.7 BUDGET	3
1.8 CITY	3
1.9 CLOSING OF THE PERMANENT LOANS	3
1.10 DEED OF TRUST	3
1.11 DEVELOPMENT	3
1.12 ESCROW HOLDER	3
1.13 HCD	3
1.14 HAZARDOUS MATERIALS	3
1.15 IMPROVEMENTS	4
1.16 LENDER	4
1.17 LOAN	4
1.18 LOAN AGREEMENT	4
1.19 LOAN DOCUMENTS	4
1.20 LOW INCOME HOUSEHOLD	4
1.21 MANAGEMENT PLAN	4
1.22 MEDIAN INCOME	4
1.24 NOTE	4
1.25 NOTICE OF COMPLETION	5
1.26 OPERATING EXPENSES	5
1.27 PAYMENT DATE	5
1.28 PERMANENT LOANS	5
1.29 PLANS AND SPECIFICATIONS	5
1.30 PREDEVELOPMENT LOAN	6
1.31 PROPERTY	6
1.32 QUALIFYING HOUSEHOLD	6
1.33 RESTRICTIVE COVENANTS	6
1.34 RESIDUAL RECEIPTS	6
1.35 REVENUE	6
1.36 VERY LOW INCOME HOUSEHOLD	6
ARTICLE 2. TERMS OF LOANS	6
2.1 LOAN	6
2.2 AMOUNT.	6
2.3 INTEREST	7
2.4 TERM OF LOAN	7
2.5 USE OF FUNDS	7
2.6 SECURITY	7
2.7 REPAYMENT OF THE LOAN	7
2.8 PREPAYMENT OF LOAN	8
2.9 ANNUAL OPERATING EXPENSES	8
2.10 OPERATING AND REPLACEMENT RESERVE FUND	8

2.11 RECORDING. 8

ARTICLE 3. LOAN DISBURSEMENT 8
3.1 STAGES OF DISBURSEMENT 8
3.2 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE ACQUISITION AND PRECONSTRUCTION COMPONENT 9
3.3 CONDITIONS PRECEDENT TO DISBURSEMENT OF THE CONSTRUCTION COMPONENT 9
3.4 DISBURSEMENT OF LOAN PROCEEDS 10

ARTICLE 4. DEVELOPMENT OF PROJECT 10
4.1 PLANS AND SPECIFICATIONS 10
4.2 COMMENCEMENT OF CONSTRUCTION 11
4.3 COMPLETION OF CONSTRUCTION 11
4.4 FINANCING 11
4.5 CONSTRUCTION BONDS 11
4.6 CONTRACTS AND SUBCONTRACTS 11
4.7 ADDITIONS OR CHANGES IN WORK 11
4.8 INSPECTIONS 12
4.9 CONSTRUCTION RESPONSIBILITIES 12
4.10 BARRIERS TO THE DISABLED 12
4.11 LEAD-BASED PAINT AND ASBESTOS REMOVAL 12
4.12 QUALITY OF WORK 12
4.13 MECHANICS LIENS AND STOP NOTICES 13
4.14 RELOCATION 13
4.15 UNAVOIDABLE DELAY IN PERFORMANCE 13

ARTICLE 5. OPERATION 14
5.1 OPERATION OF DEVELOPMENT 14
5.2 SOCIAL SERVICES 14
5.3 DESIGNATED ASSISTED UNITS 14
5.4 LEASING THE DEVELOPMENT 15
5.5 TENANT SELECTION 15
5.6 INCOME CERTIFICATION 15
5.7 AFFORDABILITY RESTRICTIONS 16
5.8 VERY LOW INCOME UNITS 16
5.9 LOW INCOME UNITS 16
5.10 MODERATE INCOME UNITS 16
5.11 MAXIMUM RENTAL CHARGES 16
5.12 CONFLICTS BETWEEN COVENANTS OR RESTRICTIONS AFFECTING THE PROPERTY 17
5.13 NONDISCRIMINATION 17
5.14 RECORDS 17
5.15 AUDITS 17
5.16 ENCUMBRANCE OF PROPERTY 18
5.17 TRANSFER OF PROPERTY 18
5.18 FEES, TAXES, AND OTHER LEVIES 18
5.19 DAMAGE TO PROPERTY 18
5.20 EQUAL EMPLOYMENT OPPORTUNITY 19
5.21 PREVAILING WAGES 19

ARTICLE 6. INDEMNITY AND INSURANCE 19

TABLE OF CONTENTS

(continued)

		Page
6.1	INSURANCE COVERAGE	19
6.2	INSURANCE ADVANCES	19
6.3	NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS	20
6.4	INDEMNITY	20
ARTICLE 7.	HAZARDOUS MATERIALS	20
7.1	REPRESENTATIONS AND WARRANTIES	20
7.2	NOTIFICATION TO LENDER	21
7.3	USE AND OPERATION OF PROPERTY	21
7.4	REMEDIAL ACTIONS	21
7.5	RIGHT OF CONTEST	21
7.6	ENVIRONMENTAL INDEMNITY	22
ARTICLE 8.	DEFAULT AND REMEDIES	22
8.1	EVENTS OF DEFAULT	22
8.2	NOTICE OF DEFAULT AND OPPORTUNITY TO CURE	24
8.3	LENDER'S REMEDIES	24
ARTICLE 9.	GENERAL PROVISIONS	25
9.1	BORROWER'S WARRANTIES	25
9.2	MONITORING AND EVALUATION	25
9.3	POLITICAL ACTIVITY	26
9.4	PUBLICITY	26
9.5	TERM OF THIS AGREEMENT	26
9.6	GOVERNING LAW	26
9.7	STATUTORY REFERENCES	26
9.8	TIME	26
9.9	CONSENTS AND APPROVALS	26
9.10	NOTICES, DEMANDS AND COMMUNICATIONS	26
9.11	BINDING UPON SUCCESSORS	27
9.12	RELATIONSHIP OF PARTIES	27
9.13	ASSIGNMENT AND ASSUMPTION	27
9.14	WAIVER	27
9.15	INTEGRATION	28
9.16	OTHER AGREEMENTS	28
9.17	AMENDMENTS AND MODIFICATIONS	28
9.18	ACTION BY THE LENDER.	28
9.19	SEVERABILITY	28

LOAN AGREEMENT

This Loan Agreement is made as of this 12th day of January, 1998, by and between the Redevelopment Agency of the City of Livermore, a public body corporate and politic ("Lender"), and Livermore Housing Associates, a California Limited Partnership ("Borrower").

RECITALS

A. Lender wishes to promote the development of more affordable rental housing in the Livermore community and to provide a greater choice of housing opportunities for persons and families of low income.

B. The Borrower proposes to acquire an approximately 3.7 acres parcel of real property located at 860 Herman Avenue in Livermore, California, as more particularly described in Exhibit A (the "Property"), to develop approximately seventy-two (72) units of rental housing affordable to very low-income, low-income and moderate income households (the "Development").

C. The Borrower wishes to borrow from Lender and Lender wishes to extend to the Borrower a loan in an amount not to exceed Four Million Two Hundred Forty Thousand Dollars ($4,240,000) (the "Loan") to permanently finance acquisition, construction, and general development costs associated with the Development and in order to help achieve financial feasibility for the Development and maximize the affordability of the rental housing.

D. The Borrower entered into that certain Predevelopment Loan Agreement with the Redevelopment Agency of the City of Livermore dated as of June 23, 1997 pursuant to which the Lender agreed to lend Borrower an amount not to exceed One Hundred Seventy Five Thousand Dollars ($175,000) (the "Predevelopment Loan"). The Borrower and Lender intend that the provisions of this Loan Agreement replace and supersede the Predevelopment Loan and any advance made under the Predevelopment Loan shall constitute an advance under this Loan.

E. Lender intends to make the Loan from tax increment revenue received by Lender for the purpose of increasing and improving the supply of low and moderate income housing pursuant to Section 33334.2 of the California Health and Safety Code

F. Expenditure of Housing Fund deposits will serve the purposes of Health and Safety Code Section 33334.2, as well as the goals and objectives of the Redevelopment Plan for the Livermore Redevelopment Project Area (the "Project Area"), by

improving and increasing the community's supply of affordable housing.

G. The Development is located outside of the Project Area. Pursuant to Health and Safety Code Section 33334.2(g), the City Council and the Lender have adopted resolutions finding that the construction of the Development by the Borrower will benefit and assist in the redevelopment of the Project Area.

H. Lender intends to apply the units to be developed in the Development toward satisfaction of its Project Area housing production obligation under Health and Safety Code Section 33413(b) in the manner permitted by Health and Safety Code Section 33413(b)(2)(A)(ii).

I. The City of Livermore intends to contribute In Lieu Fee funds to the Lender to assist the Lender in making the Loan.

NOW THEREFORE, IN CONSIDERATION of the mutual agreements, obligations, and representations, and in further consideration for the making of the Loan, Borrower and Lender hereby agree as follows:

ARTICLE 1. DEFINITIONS

The following terms have the meanings and content set forth in this section wherever used in this Loan Agreement, attached Exhibits, or documents incorporated into this Loan Agreement by reference.

1.1 **"ACTUAL HOUSEHOLD SIZE"** shall mean the actual number of persons in the applicable household.

1.2 **"AHP LOAN"** means the Affordable Housing Program Loan originated by the Federal Home Loan Bank in the amount of Two Hundred Fifty Thousand Dollars ($250,000).

1.3 **"ANNUAL FINANCIAL STATEMENT"** means the financial statement of Operating Expenses and Revenues, prepared at Borrower's expense, by an independent certified accountant acceptable to Lender, which shall form the basis for determining the Residual Receipts.

1.4 **"ADJUSTED INCOME"** shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, Lender shall provide the Borrower with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

1.5 **"ASSISTED UNIT"** means a housing unit on the Property reserved for occupancy for a Very Low Income Household or a Low Income Household as required by this Loan Agreement.

1.6 **"BORROWER"** means Livermore Housing Associates, a California Limited Partnership and its authorized representatives, assigns, transferees, or successors-in-interest thereto.

1.7 **"BUDGET"** means that budget and all amendments thereto for the development of the Development attached as Exhibit B, which is hereby incorporated into this Loan Agreement by this reference and which identifies the eligible items on which Loan proceeds may be spent.

1.8 **"CITY"** means the City of Livermore, a municipal corporation.

1.9 **"CLOSING OF THE PERMANENT LOANS"** means the date the deeds of trust for the Permanent Loans are recorded in the Official Records of the County of Alameda.

1.10 **"DEED OF TRUST"** means that deed of trust, assignment of rents, and security agreement placed on the Property as security for the Loan by Borrower as trustor with Lender as beneficiary, as well as any amendments to, modifications of, and restatements of said deed of trust, substantially in the form of attached hereto as Exhibit D .

1.11 **"DEVELOPMENT"** means the acquisition of the Property and the development, construction and operation of the Improvements according to the terms of this Loan Agreement.

1.12 **"ESCROW HOLDER"** means the person or entity designated by the Borrower and approved by Lender to hold all Loan proceeds and documents until receiving written instructions to record the documents and disburse the funds.

1.13 **"HCD"** shall mean the California Department of Housing and Community Development.

1.14 **"HAZARDOUS MATERIALS"** means any hazardous or toxic substances, materials, wastes, pollutants, or contaminants which are defined, regulated, or listed as "hazardous substances," "hazardous wastes," "hazardous materials," "pollutants," "contaminants," or "toxic substances," under federal or state environmental and health and safety laws and regulations, including without limitation petroleum and petroleum byproducts, flammable explosives, urea formaldehyde insulation, radioactive materials, asbestos, and lead. Hazardous Materials do not include substances that are used or consumed in the normal course of developing, operating, or occupying a housing project, to the

extent and degree that such substances are stored, used, and disposed of in the manner and in amounts that are consistent with normal practice and legal standards at the time of such use.

1.15 **"IMPROVEMENTS"** mean the approximately seventy-two (72) units of housing, parking and site improvements on the Property to be constructed by the Borrower.

1.16 **"LENDER"** means the Redevelopment Agency of the City of Livermore, a public body corporate and politic.

1.17 **"LOAN"** means the loan of funds from the Lender to the Borrower as provided in this Loan Agreement and the Note to partially finance the development of the Development.

1.18 **"LOAN AGREEMENT"** means this loan agreement entered into between Lender and Borrower.

1.19 **"LOAN DOCUMENTS"** means collectively the Loan Agreement, the Note, the Deed of Trust and the Restrictive Covenants, as they may be amended, modified, or restated from time to time, along with all exhibits and attachments to these documents.

1.20 **"LOW INCOME HOUSEHOLD"** means a household with an Adjusted Income that does not exceed sixty percent (60%) of Median Income, adjusted for Actual Household Size.

1.21 **"MANAGEMENT PLAN"** means Borrower's plan for the operation of the Development.

1.22 **"MEDIAN INCOME"** shall mean the median gross yearly income adjusted for actual household size, for Alameda County as determined by HUD, and as published from time to time by HCD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, Lender shall provide the Owner with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by HCD.

1.23 **"MODERATE INCOME HOUSEHOLD"** means a household with an Adjusted Income which does not exceed ninety percent (90%) of Median Income, adjusted for Actual Household Size.

1.24 **"NOTE"** means the promissory note executed by the Borrower in favor of Lender in the amount of Four Million Two Hundred Forty Thousand Dollars ($4,240,000) to evidence the Loan as well as any amendments to, modifications of, or restatements of said promissory note, substantially in the form attached hereto as Exhibit C.

1.25 **"NOTICE OF COMPLETION"** means the notice that shall be filed by the Borrower with the Alameda County Recorder at completion of construction.

1.26 **"OPERATING EXPENSES"** means debt service payments on the Permanent Loan, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Improvements, including but not limited to painting, cleaning, repairs and alterations, landscaping, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, cash deposited into reserves for capital replacements of Development improvements in an amount not to exceed reserve requirements imposed by the Permanent Loan or any greater amount approved by Lender, cash deposited into an operating reserve in an amount not to exceed the amount required in connection with the Permanent Loan, or any greater amount approved by Lender, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, and tenant improvements that are not included in Development Costs. Operating Expenses may also include, with the prior approval of Lender, the costs including salary, benefits, supervision and overhead for an on-site one-half time staff member or the costs of a comparable service provider to coordinate the provision of social services to the tenants at the Development. The Operating Expenses may also include a partnership management fee not to exceed Twenty Thousand Dollars ($20,000) annually for first five year period beginning with the Closing of the Permanent Loans. Thereafter, the partnership management fee may be increased annually by the same percentage of the annual increase in the consumer price index for Alameda County with a maximum annual increase of five percent (5%). The partnership management fee shall be discontinued upon any conveyance of the Property unless otherwise approved by Lender. The Operating Expenses shall be reported in the Annual Financial Statement.

1.27 **"PAYMENT DATE"** means May 1, 2000 for the first payment and May 1st for each year thereafter until the Loan is paid in full or otherwise terminated.

1.28 **"PERMANENT LOANS"** means the approved first lien priority loan made to Borrower by California Housing Finance Agency to provide the permanent financing for the Development in an amount approved by Lender and the AHP Loan.

1.29 **"PLANS AND SPECIFICATIONS"** means the plans and specifications for the construction of the Development approved by Lender as well as any change orders approved by Lender.

1.30 **"PREDEVELOPMENT LOAN"** means the predevelopment loan made to the Borrower by the Agency pursuant to that certain Predevelopment Loan Agreement dated June 23, 1997.

1.31 **"PROPERTY"** means the approximately 3.7 acres parcel of real property located at 860 Herman Avenue in Livermore, California, as more particularly described in Exhibit A, which is incorporated into this Loan Agreement by this reference.

1.32 **"QUALIFYING HOUSEHOLD"** means a household that qualifies as a Very Low Income Household or a Low Income Household.

1.33 **"RESTRICTIVE COVENANTS"** means the Declaration of Restrictive Covenants executed by Borrower and Lender, attached as Exhibit E, and recorded against the Property prior to or contemporaneously with the Loan which regulates the use of the Development.

1.34 **"RESIDUAL RECEIPTS"** means for any calendar year Revenues reduced by Operating Expenses.

1.35 **"REVENUE"** means all income derived from the Development, including but not limited to rent from the units, laundry operations, and parking fees.

1.36 **"VERY LOW INCOME HOUSEHOLD"** means a household with an Adjusted Income that does not exceed the qualifying limits for very low income households, adjusted for Actual Household Size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by the State of California Department of Housing and Community Development.

ARTICLE 2. TERMS OF LOANS

2.1 **LOAN.** Lender agrees to make and Borrower agrees to accept the Loan under the terms and conditions of this Agreement.

2.2 **AMOUNT.** The principal amount of the Loan shall be an amount not to exceed Four Million Two Hundred Forty Thousand Dollars ($4,240,000) and shall be evidenced by the Note. The Agency has previously disbursed One Hundred Seventy-Five Thousand Dollars ($175,000) to Borrower under the Predevelopment Loan Agreement which advance shall be considered an advance under the Loan. Upon the execution of the Loan Documents and the recording of the Deed of Trust, the Predevelopment Loan shall terminate and the promissory note evidencing the Predevelopment Loan shall be endorsed as paid in full.

2.3 **INTEREST.** The Note shall bear simple interest at the rate of three percent (3.00%) per annum on the principal outstanding from the Closing of the Permanent Loans until paid.

2.4 **TERM OF LOAN.** The principal and all current and accrued interest of the Loan shall be due and payable on the earlier of (a) fifty-five (55) years from the date of the Note, (b) the date the Property is sold or the Permanent Loan is refinanced or (c) an Event of Default by Borrower which has not been cured as provided for in this Loan Agreement.

2.5 **USE OF FUNDS.** Loan proceeds may be used only for the items and amounts specified in the Budget.

2.6 **SECURITY.** Borrower shall secure its obligation to repay the Loan by executing the Deed of Trust, in substantially the form attached hereto as Exhibit D and recording it as a lien against the Property subordinate only to the construction loan made to Borrower by Wells Fargo Bank, N.A. and the Permanent Loans.

Borrower shall also file a UCC-1 with the California Secretary of State giving Lender a security interest in the Improvements, personal property and Plans and Specifications.

2.7 **REPAYMENT OF THE LOAN.** Borrower shall make annual payments on the Loan from Residual Receipts. On or before each Payment Date the Borrower shall submit its Annual Financial Statement to Lender for the preceding calendar year together with an amount equal to Residual Receipts for the preceding calendar year. Lender shall review and approve such statement, or request revisions, within sixty (60) days after receipt. In the event that Lender disagrees with the amount and payment of Residual Receipts due to Lender, Lender shall notify Borrower. In the event of an underpayment, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement; provided, however, if Borrower does not agree with Lender and a mutually acceptable resolution cannot be reached within sixty (60) days of Lender's notice of understatement to Borrower, the matter shall be submitted to arbitration under the rules of the American Arbitration Association. In the event that Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, then the cumulative interest owed, and then to reduce the principal amount of the Loan. In any event principal and all current and accrued interest of the Loan shall be due and payable as provided in Section 2.4 above.

2.8 **PREPAYMENT OF LOAN.** No prepayment penalty will be charged to Borrower for payment of all or any portion of the Loan amount prior to the end of the terms described herein. However, prepayment of the Loan shall not affect Borrower's obligations under the Restrictive Covenants, all of which shall remain in full force and effect for the entire term of that Restrictive Covenants.

2.9 **ANNUAL OPERATING EXPENSES.** Thirty (30) days prior to end of each calendar year, Borrower shall submit to Lender, for Lender's approval, a proposed operating budget for the Development, for the following calendar year. The proposed operating budget shall include scheduled payments to be made into operating and replacement reserve accounts. If the amount of the proposed budget for the following calendar year does not exceed the budget for the prior calendar year by greater than five percent (5%) (or any one line has not increased by greater than ten percent (10%)), the proposed budget shall be approved by Lender. Operating Expenses incurred by Borrower which exceed one hundred twenty percent (120%) of the amount approved by Lender in the approved operating budget must be approved by Lender.

2.10 **OPERATING AND REPLACEMENT RESERVE FUND.** Borrower shall maintain operating and reserve accounts in the amounts required by any senior lender on the Development. If there are no senior lender requirements, Borrower shall maintain reserves in the amounts satisfactory to Lender in its reasonable discretion.

2.11 **RECORDING.** Upon closing date, escrow holder shall record the Deed of Trust and Restrictive Covenants with the Recorder for the County of Alameda, and shall deliver conformed copies of the recorded documents to the Lender and Borrower.

ARTICLE 3. LOAN DISBURSEMENT

3.1 **STAGES OF DISBURSEMENT.** The Loan shall be disbursed in three components: the acquisition component, the preconstruction component and the construction component. Disbursement under the acquisition component shall be in an amount not to exceed One Million Two Hundred Five Thousand Dollars ($1,205,000). Disbursement under the preconstruction component shall be in an amount not to exceed Five Hundred Ninety-Five Thousand Dollars ($595,000), including the amounts disbursed to Borrower under the Predevelopment Loan. The combined disbursement under the preconstruction component and the construction component shall be in an amount not to exceed Three Million Thirty Five Thousand Dollars ($3,035,000), of which Forty Thousand Dollars ($40,000) will be held and disbursed after the Closing of the Permanent loans to pay for social services for the Development. In no event shall Lender be required to disburse Loan proceeds an

amount in excess of Four Million Two Hundred Forty Thousand Dollars ($4,240,000).

3.2 **CONDITIONS PRECEDENT TO DISBURSEMENT OF THE ACQUISITION AND PRECONSTRUCTION COMPONENT.** Lender shall not be obligated to make any disbursements of Loan proceeds or take any other action under the Loan Documents unless the following conditions precedent are satisfied prior to the disbursement for loan:

A. There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default.

B. Borrower has executed and delivered to Lender all documents, instruments, and policies required under the Loan Documents, including but not limited to an ALTA Lender's policy of title insurance from a title insurance company approved by the Lender in a form reasonably acceptable to Lender.

C. Borrower has submitted and the Lender has approved an appraisal for the Property.

D. Borrower has received and Lender has approved an commitment for a construction loan from the Wells Fargo Bank, N.A. and an AHP Loan commitment.

E. Borrower has received and Lender has approved an initial commitment for a permanent loan from the California Housing Finance Agency.

F. Borrower has provided to Lender a certificate of insurance or copy of the insurance policy, which policy shall be satisfactory to the Lender.

G. Borrower has complied with all reporting requirements set forth in this Loan Agreement.

H. Concurrently with the initial disbursement, Borrower has acquired fee ownership in the Property and provided evidence that any existing leases on the Property will be subordinate to the Deed of Trust; and

I. The undisbursed Loan proceeds together with other financing and equity commitments for the Development are not less than the amount which the Lender reasonably determines is necessary to complete the development of the Development in accordance with the Plans and Specifications.

3.3 **CONDITIONS PRECEDENT TO DISBURSEMENT OF THE CONSTRUCTION COMPONENT.** In addition to the conditions of disbursement in Section 3.2, the following conditions shall apply to any disbursement made for the construction component:

A. Borrower has satisfied the conditions in Section 3.2 and the conditions continued to be satisfied as of the date of each disbursement.

B. Lender has approved of Borrower's partnership and general partner documentation, including but not limited to, the Agreement of Limited Partnership; Certificates of Status, LP-1., funding agreement, if available; and resolutions.

C. Borrower has received an executed commitment for equity investment in the Development from an equity investor in an amount reasonably acceptable to Lender.

D. Borrower has received a preliminary reservation of tax credits with an annual allocation in an amount reasonably acceptable to Lender.

E. Borrower has closed (or will concurrently close) the Wells Fargo Bank construction loan for the Development

F. Borrower has received an executed final commitment from the California Housing Finance Agency for a permanent loan satisfactory to Lender.

G. Lender has approved the Plans and Specifications;

H. Borrower has delivered a construction schedule satisfactory to Lender;

I. Borrower has delivered a construction contract satisfactory to Lender which shall provide that the costs of construction shall be less than or equal to the estimated costs set forth in the Budget attached as Exhibit B;

J. Borrower has delivered all permits (other than the building permit), licenses, and approvals required to begin construction and Borrower has provided evidence to Lender that the issuance of the building permit will occur upon the funding of the Loan.

3.4 **DISBURSEMENT OF LOAN PROCEEDS.** Lender must approve all requests for payment prior to disbursement of Loan proceeds for payment of any costs incurred on the Development. Loan proceeds shall be disbursed up to the amount of the Loan shown in the Budget and only for Lender approved items. Changes in individual items comprising the Budget shall require the written request of Borrower and the written consent of Lender. However, Lender's obligations shall in no event exceed the Loan amount specified in this Loan Agreement. Any costs above this amount necessary for the completion of the Development shall be the sole responsibility of Borrower.

ARTICLE 4. DEVELOPMENT OF PROJECT

4.1 **PLANS AND SPECIFICATIONS.** Before commencement of construction, Borrower shall submit to Lender for its review and approval the final Plans and Specifications for development of the Property. Borrower shall develop the Property in full conformance with the Plans and Specifications and any modifications thereto approved by Lender.

4.2 **COMMENCEMENT OF CONSTRUCTION.** The Borrower shall commence construction of the Development no later than May 31, 1999.

4.3 **COMPLETION OF CONSTRUCTION.** The Borrower shall diligently prosecute construction of the Development to completion, and shall complete construction of the Development no later than May 31, 2000. Borrower shall provide proof of completion as evidenced by the recording of the Notice of Completion.

4.4 **FINANCING.** Borrower shall promptly inform Lender in writing of any changes in the amount, terms, and/or sources of financing or funding for the construction.

4.5 **CONSTRUCTION BONDS.** Borrower shall require its contractor to procure and deliver to Lender copies of labor and material (payment) bonds and performance bonds, or a dual bond which covers both payment and performance obligations, in a penal sum each of not less than one hundred percent (100%) of the scheduled cost of construction, and a fifty percent (50%) payment bond. Said bonds should be issued by an insurance company which is licensed to do business in California and has a rating acceptable to Lender in its sole discretion. The labor and materials (payment) bond should name Lender as a co-obligee or assignee.

4.6 **CONTRACTS AND SUBCONTRACTS.** All construction work and professional services for the Improvements shall be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California.

Unless otherwise approved by Lender, to ensure that all costs incurred are reasonable and appropriate, all contracts entered into for construction shall be the result of either competitive bid or negotiated price.

All costs incurred in construction and operation of the Improvements shall be the responsibility and obligation solely of Borrower.

4.7 **ADDITIONS OR CHANGES IN WORK.** Lender must be notified in a timely manner of any changes in the work required to be performed under this Loan Agreement. A written change order authorized by Lender must be obtained before any of the following changes, additions, or deletions may be performed: (1) any change that exceeds Twenty-Five Thousand Dollars ($25,000); or (2) any set of changes that cumulatively exceeds One Hundred Thousand Dollars ($100,000) or 10% of the Loan amount, whichever is less; or (3) any substantial change in building materials or equipment, specifications, or the architectural or structural design of the Project as called for in the Plans and Specifications. If Lender has not responded to a written request for a change order by Borrower within five (5) business days of receipt of such request by Lender, such request shall be deemed approved by Lender. Consent to any additions, changes, or deletions to the work shall not release Borrower from any other obligations in the Loan Documents, or release Borrower or its surety from any surety bond.

4.8 **INSPECTIONS.** Borrower shall permit and facilitate, and require its contractors to permit and facilitate, observation and inspection at the job site by Lender and by public authorities during reasonable business hours for the purposes of determining compliance with this Loan Agreement.

4.9 **CONSTRUCTION RESPONSIBILITIES.** Borrower shall be solely responsible for all aspects of Borrower's conduct in connection with the Development, including, but not limited to, the quality and suitability of the Plans and Specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by Lender with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to Lender, and should not be relied upon by Borrower or by any third parties as a warranty or representation by Lender as to the quality of the design or construction of the Development.

4.10 **BARRIERS TO THE DISABLED.** The Development shall be developed and the Property shall be maintained to comply with all applicable federal, state, and local requirements for access for disabled persons.

4.11 **LEAD-BASED PAINT AND ASBESTOS REMOVAL.** Borrower and its contractors and subcontractors shall not use lead-based paint or asbestos in the construction or maintenance of the Property and shall comply with all applicable laws and regulations.

4.12 **QUALITY OF WORK.** Borrower shall construct the Development in conformance with the Lender's construction

standards and shall employ building materials of a quality suitable for the requirements of the Development. Borrower shall develop the Development in full conformance with applicable local, state, and federal statutes, regulations, and building and housing codes.

4.13 **MECHANICS LIENS AND STOP NOTICES.** If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on Lender or any other lender or other third party in connection with the Development, Borrower or Borrower's contractor shall, within twenty (20) days of such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to Lender a surety bond in sufficient form and amount, provide Lender with a lien-free endorsement or provide Lender with other assurance reasonably satisfactory to Lender that the claim of lien or stop notice will be paid or discharged.

If Borrower fails to discharge any lien, encumbrance, charge, or claim referred to herein, then in addition to any other right or remedy, Lender may, but shall be under no obligation to, discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternatively, Lender may require Borrower to immediately deposit with Lender the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. Lender may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction on the Development for a continuous period of twenty (20) days or more, and take all other reasonable steps to forestall the assertion of claims of lien against the Property. Borrower authorizes Lender, but without any obligation, to record any notices of completion or cessation of labor, or any other notice that Lender deems necessary or desirable to protect its interest in the Development and Property.

4.14 **RELOCATION.** If and to the extent that development of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, Borrower shall comply with all applicable local, state and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with said relocation laws.

4.15 **UNAVOIDABLE DELAY IN PERFORMANCE.** The time for performance of provisions of this Loan Agreement by either party shall be extended for a period equal to the period of any delay directly affecting the Development or this Loan Agreement which

is caused by: war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; quarantine restrictions; or freight embargoes or other events beyond the reasonable control of the party claiming the delay. An extension of time for any of the above-specified causes will be deemed granted only if written notice by the party claiming such extension is sent to the other party within five (5) calendar days from the commencement of the cause, and such extension of time is either accepted by the other party in writing, or is not rejected in writing by the other party within ten calendar days of receipt of the notice. In any event, construction of the Development must be completed no later than ninety (90) calendar days after the scheduled completion date specified herein, any unavoidable delay notwithstanding. Times of performance under this Loan Agreement may also be extended for any cause for any period of time by the mutual written agreement of Lender and Borrower.

ARTICLE 5. OPERATION

5.1 **OPERATION OF DEVELOPMENT.** Borrower shall lease, operate and manage the Development after completion in full conformance with the terms of the Restrictive Covenants.

Borrower shall agree to maintain and operate the Assisted Units so as to provide decent, safe, and sanitary housing and provide the Assisted Units with the same level of services (including security), amenities, and maintenance as are applied to the other dwelling units on the Development. Optional services provided must be available to all residents under the same terms and conditions.

Borrower agrees that during the term of the Restrictive Covenants, Lender shall have the right to review, approve and request material changes to the Property Management Plan, operation of the building and Property management entity, in order to preserve the affordability, physical appearance and condition of the Development. Any changes not disapproved by Lender within thirty (30) days after receipt of such changes shall be deemed approved.

5.2 **SOCIAL SERVICES.** As a condition of the Loan, the Borrower shall provide an on-site staff member (or other comparable social service provider) to coordinate the provision of social services to the tenants at the Development during the three year period following the Closing of the Permanent Loans. The staff member shall be one-half time or such other time commitment as mutually agreed upon by the Borrower and the Lender. Following the initial three year period, Borrower shall make a good faith effort to continue to provide the services to the tenants if sufficient funding is available from Revenue.

5.3 **DESIGNATED ASSISTED UNITS.** The designated Assisted Units on the Development shall meet the following standards:

A. Generally reflect the average number of bedrooms per dwelling unit on the Development;

B. Be similarly constructed and of comparable quality to all other units on the Development;

C. Be dispersed throughout the Development; and

D. Provide tenants access and enjoyment of all common areas and facilities of the Development on the same basis as tenants of other units.

5.4 **LEASING THE DEVELOPMENT.** Before leasing any portion of the Development, Borrower shall submit its proposed form of lease for Lender's review and approval. The term of the initial lease shall be for no less than six months.

5.5 **TENANT SELECTION.** Before leasing the Development, Borrower shall provide Lender for its review and approval Borrower's written tenant selection plan. Borrower shall rent the Assisted Units to any Qualifying Household according to the tenant selection plan. Borrower shall verify the prospective tenant's eligibility and require from each tenant, a statement that such household's income from all sources does not exceed allowable limits as described the Restrictive Covenants.

5.6 **INCOME CERTIFICATION.** Borrower shall limit for the full term of the Restrictive Covenants the rental of Assisted Units to Qualifying Households according to the schedule contained in Restrictive Covenants. The income levels and other qualifications of applicants for Assisted Units shall be certified within a ninety (90) days prior to the household's expected occupancy of one of the units and annually thereafter.

On an annual basis, Borrower shall provide Lender with a copy of an occupancy summary report showing the present occupants, rent, and size of the Assisted Units on the Development, and any other information which the Lender requests and which relates to the eligibility of these households. If the household size of a Qualifying Household changes, the Lender may request additional income documentation to determine eligibility. If Lender determines that the Qualifying Household is no longer a Qualifying Household, such unit will continue to be treated as an Assisted Unit until the next available unit of comparable size on the Development is rented to a household who qualifies for an Assisted Unit.

5.7 **AFFORDABILITY RESTRICTIONS.** Thirty five (35) Assisted Units must be occupied, or reserved for occupancy by, Qualifying Households. The sizes of the Assisted Units shall be as follows:

	No. of Units	Bedrooms
1) Very Low-Income Household	4	one bedroom
	6	two bedroom
	8	three bedroom
2) Low-Income Household	0	one bedroom
	8	two bedroom
	9	three bedroom

5.8 **VERY LOW INCOME UNITS.** During the term of the Restrictive Covenants, the Developer shall provide, reserve and maintain at the Project, at an affordable housing cost for a Very Low Income Household (as defined in Health and Safety Code Section 50053(b)(1) as "Affordable Rent") not less than eighteen (18) rental housing units for occupancy by Very Low Income Households. The Very Low Income Household units shall be distributed across bedroom type as specified in Section 5.7.

5.9 **LOW INCOME UNITS.** During the term of the Restrictive Covenants, the Developer shall provide, reserve and maintain at the Project, at an affordable housing cost for a Low Income Household (as defined in Health and Safety Code Section 50053(b)(2) as "Affordable Rent") not less than seventeen (17) rental housing units for occupancy by Low Income Households. The Low Income Household units shall be distributed across bedroom type as specified in Section 5.7.

5.10 **MODERATE INCOME UNITS.** During the term of the Restrictive Covenants, the Developer shall provide in the Project the remainder of the units, i.e. those not designated as Assisted Units, for Moderate Income Households. The total charges for rent, utilities, and related services to each Moderate Income Household shall not exceed thirty percent (30%) of ninety percent (90%) of the Median Income.

5.11 **MAXIMUM RENTAL CHARGES.** Initial rents for each Assisted Unit shall be as set forth in the Restrictive Covenants. Annual rent increases shall be calculated by Lender based on the change in permissible rents published annually by HUD. In calculating the allowable rent for each unit, Borrower shall use the assumed household size per unit as required by the federal Low-Income Housing Tax Credit program. Borrower shall annually certify each tenant household's gross income and make any rent adjustment pursuant to the terms of the Restrictive Covenants.

Qualifying Households shall be given at least 30 days written notice prior to any rent increase.

5.12 **CONFLICTS BETWEEN COVENANTS OR RESTRICTIONS AFFECTING THE PROPERTY.** Any conflicts between the restrictive provisions contained in this Loan Agreement, Note, Deed of Trust, Restrictive Covenants, and any other agreements in connection with the Loan which affect the Property, are to be resolved by applying the more restrictive covenants or restrictions which affect the Property.

5.13 **NONDISCRIMINATION.** Borrower shall not discriminate or segregate in the development, construction, use, enjoyment, occupancy, conveyance, lease, sublease, or rental of any part of the Property on the basis of race, color, ancestry, national origin, religion, sex, sexual preference or orientation, age, marital status, family status, source of income, physical or mental disability, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related conditions (ARC) acquired or perceived, or any other arbitrary basis. Borrower shall otherwise comply with all applicable local, state, and federal laws concerning discrimination in housing.

5.14 **RECORDS.** Borrower shall be accountable to Lender for all funds disbursed to Borrower pursuant to the Loan Documents. Borrower agrees to maintain records that accurately and fully show the date, amount, purpose, and payee of all expenditures drawn from Loan funds, and to keep all invoices, receipts, and other documents related to expenditures from said Loan funds for not less than three years after completion of the Development as evidenced by the recording of a Notice of Completion. Records must be kept accurate and current. Lender shall notify Borrower of any records it deems insufficient. Borrower shall have fifteen (15) calendar days from the date of said notice to correct any deficiency in the records specified by Lender in said notice, or, if more than fifteen (15) days shall be reasonably necessary to correct the deficiency, Borrower shall begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

Borrower shall promptly comply with all requirements or conditions of the Loan Documents relating to notices, extensions, and other events required to be reported or requested. Borrower shall promptly supply, upon the request of Lender, any and all information and documentation which involves the Development and cooperate with Lender in the development of the Development.

5.15 **AUDITS.** Borrower shall make available for examination at reasonable intervals and during normal business hours to Lender all books, accounts, reports, files, and other papers or property with respect to all matters covered by these Loan Documents, and shall permit Lender to audit, examine, and make

excerpts or transcripts from such records. Lender may make audits of any conditions relating to this Loan.

5.16 **ENCUMBRANCE OF PROPERTY.** Except as otherwise provided in this Loan Agreement, Borrower shall not engage in any financing or any other transaction creating any security interest or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or allow any encumbrance or lien to be made on or attached to the Property, except with the prior written consent of Lender. Borrower shall notify Lender in writing in advance of any financing secured by any deed of trust, mortgage, or other similar lien instrument that it proposes to enter into with respect to the Development or Property, and of any encumbrance or lien that has been created on or attached to the Property whether by voluntary act of Borrower or otherwise.

5.17 **TRANSFER OF PROPERTY.** Borrower has not made or created, and shall not, make or permit any sale, assignment, conveyance, lease (other than the leasing units in the Development pursuant to an approved lease), or other transfer of this Loan Agreement, the Development, or the Property, or any part thereof, including the sale of any general or limited partnership interests, without the prior written consent of Lender. Borrower may transfer the Property to the general partner of Borrower or Eden Housing, Inc. pursuant to an option agreement granted by Borrower, which option agreement shall have been approved by Lender.

5.18 **FEES, TAXES, AND OTHER LEVIES.** Borrower shall be responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency. However, Borrower shall not be required to pay and discharge any such charge so long as (a) the legality thereof is being contested diligently and in good faith and by appropriate proceedings, and (b) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful.

5.19 **DAMAGE TO PROPERTY.** If any building or Improvements erected by Borrower on the Property is damaged or destroyed by an insurable cause, Borrower shall, at its cost and expense, diligently undertake to repair or restore said buildings and Improvements consistent with the original Plans and Specifications for the Development if Borrower reasonably determines that such restoration or repair is economically feasible. If Borrower elects to repair or restore the buildings, such work or repair shall be commenced within 120 days after the damage or loss occurs and shall be complete within one year

thereafter or such longer time as Lender may allow. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Borrower shall make up the deficiency.

5.20 **EQUAL EMPLOYMENT OPPORTUNITY.** Borrower and any contractors, subcontractors, and professional service providers for the Development shall comply with all requirements concerning equal employment opportunity. Borrower and any contractors, subcontractors, and professional service providers for the Development shall comply with all requirements concerning equal opportunities for business and lower-income persons.

5.21 **PREVAILING WAGES.** To the extent required by Sections 1770 et seq. of the California Labor Code and regulations issued pursuant thereto, Borrower shall pay, or cause to be paid, prevailing rates of wages for construction work done in connection with the Improvements.

Notwithstanding the above, if prevailing rates of wages are required pursuant to this Section 5.21, the Lender and Borrower shall confer in good faith during a period not to exceed thirty (30) days to determine if the parties can agree to a revised Budget which reflects prevailing wages.

ARTICLE 6. INDEMNITY AND INSURANCE

6.1 **INSURANCE COVERAGE.** Borrower shall cause to have in full force and effect during the term of the Restrictive Covenants the insurance coverage specified in Exhibit F to this Loan Agreement, which is hereby incorporated into this Loan Agreement by this reference. In addition, Borrower shall ensure that the general contractor for the Development maintains the insurance coverage specified in Exhibit F until the issuance of a permanent certificate of occupancy for the Development or such other shorter time as Lender approves in writing.

6.2 **INSURANCE ADVANCES.** In the event Borrower fails to maintain the full insurance coverage required by this Loan Agreement, Lender, after at least seven (7) business days prior notice to Borrower, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by Lender, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Borrower to Lender and shall be secured by the Deed of Trust.

6.3 **NON-LIABILITY OF OFFICIALS, EMPLOYEES AND AGENTS.** Officials, employees and agents of Lender shall not be personally liable to Borrower for any obligation created under the terms of these Loan Documents except in the case of actual fraud or willful misconduct by such person.

6.4 **INDEMNITY.** Except for the sole negligence of the Lender, the Borrower undertakes and agrees to defend, indemnify, and hold harmless Lender from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and costs of litigation, damage or liability of any nature whatsoever, arising in any manner by reason of or incident to the performance of this Loan Agreement on the part of the Borrower or any contractor or subcontractor of Borrower. Borrower shall pay within ten (10) business days upon Lender's demand any amounts owing under this indemnity. The duty of Borrower to indemnify includes the duty to defend Lender or, if Lender does not approve of Borrower's counsel a counsel of Lender's choosing, to pay Lender's reasonable costs of its defense in any court action, administrative action, or other proceeding brought by any third party arising from the Development or the Property. Borrower's duty to indemnify Lender shall survive the term of this Loan and the reconveyance of the Deed of Trust.

ARTICLE 7. HAZARDOUS MATERIALS

7.1 **REPRESENTATIONS AND WARRANTIES.** After reasonable investigation and inquiry, Borrower hereby represents and warrants to the best of its knowledge, as of the date of this Loan Agreement and except as previously disclosed and acknowledged in writing by Lender or as disclosed by the reports based on environmental audit(s) performed on the Property and submitted to Lender, that (a) the Property is not and has not been a site for the use, generation, manufacture, transportation, storage, or disposal of Hazardous Materials in violation of Federal or State law; (b) the Property is in compliance with all applicable environmental and health and safety laws, regulations, ordinances, administrative decisions, common law decisions (whether federal, state, or local) with respect to Hazardous Materials, including those relating to soil and groundwater conditions ("Hazardous Materials Laws"); (c) there are no claims or actions pending or threatened with respect to the Property by any governmental entity or agency or any other person relating to Hazardous Materials; and (d) there has been no release or threatened release of any Hazardous Materials on, under, or near the Property (including in the soil, surface water, or groundwater under the Property) or any other occurrences or conditions on the Property or on any other real property that could cause the Property or any part thereof to be classified as a "hazardous waste property" or as a "border zone property" under

California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

7.2 **NOTIFICATION TO LENDER.** Borrower shall promptly notify Lender in writing of: (a) the discovery of any concentration or amount of Hazardous Materials on or under the Property requiring notice to be given to any governmental entity or agency under Hazardous Materials Laws; (b) any knowledge by Borrower (after verification of the veracity of such knowledge to Borrower's reasonable satisfaction) that the Property does not comply with any Hazardous Materials Laws; (c) the receipt by Borrower of written notice of any Hazardous Materials claims; and (d) the discovery by Borrower of any occurrence or condition on the Property or on any real property located within 2,000 feet of the Property that could cause the Property or any part thereof to be designated as a "hazardous waste property" or as a "border zone property" under California Health and Safety Code Sections 25220, et seq., or regulations adopted therewith.

7.3 **USE AND OPERATION OF PROPERTY.** Neither Borrower, nor any agent, employee, or contractor of Borrower, nor any authorized user of the Property shall use the Property or allow the Property to be used for the generation, manufacture, storage, disposal, or release of Hazardous Materials. Borrower shall comply and cause the Development to comply with Hazardous Materials Laws.

7.4 **REMEDIAL ACTIONS.** If Borrower has actual knowledge of the presence of any Hazardous Materials on or under the Property, Borrower shall take, at no cost or expense to Lender, all handling, treatment, removal, storage, decontamination, cleanup, transport, disposal or other remedial action, if any, required by any Hazardous Materials Laws or by any orders or requests of any governmental entity or agency or any judgment, consent decree, settlement or compromise with respect to any Hazardous Materials claims. The foregoing, however, shall be subject to Borrower's right of contest below.

7.5 **RIGHT OF CONTEST.** Borrower may contest in good faith any claim, demand, levy or assessment under Hazardous Materials Laws if: (a) the contest is based on a material question of law or fact raised by Borrower in good faith, (b) Borrower promptly commences and thereafter diligently pursues the contest, (c) the contest will not materially impair the taking of any remedial action with respect to such claim, demand, levy or assessment, and (d) if requested by Lender, Borrower deposits with Lender any funds or other forms of assurance Lender in good faith from time to time determines appropriate to protect Lender from the consequences of the contest being unsuccessful and any remedial action then reasonably necessary. No Event of Default shall be deemed to exist with respect to any claim, demand, levy or

attachment being contested by Borrower under the conditions of this section.

7.6 **ENVIRONMENTAL INDEMNITY.** Borrower shall defend, indemnify, and hold Lender free and harmless against any claims, demands, administrative actions, litigation, liabilities, losses, damages, response costs, and penalties, including all costs of legal proceedings and reasonable attorney's fees, that Lender may directly or indirectly sustain or suffer as a consequence of any inaccuracy or breach of any representation, warranty, agreement, or covenant contained in this Loan Agreement with respect to Hazardous Materials, or as a consequence of any use, generation, manufacture, storage, release, or disposal (whether or not Borrower knew of same) of any Hazardous Materials occurring prior to or during Borrower's use or occupancy of the Property.

ARTICLE 8. DEFAULT AND REMEDIES

8.1 **EVENTS OF DEFAULT.** The occurrence of any of the following events shall constitute an "Event of Default" under this Loan Agreement:

A. Monetary. (1) Borrower's failure to pay when due any sums payable under the Note or any advances made by Lender under the Deed of Trust or this Loan Agreement; (2) Borrower's use of Loan funds for costs other than approved costs or for uses inconsistent with other terms and restrictions in the Loan Documents; (3) Borrower's failure to obtain and maintain the insurance coverage required under this Loan Agreement; (4) Borrower's failure to make any other payment or assessment due under the Loan Documents; (5) Borrowers failure to pay taxes; (6) Borrower's default under other debt upon the Property after the applicable notice and cure periods have expired;

B. Construction. (1) Borrower's substantial deviation in the work of construction specified in the Plans and Specifications submitted to Lender, without Lender's prior written consent; (2) Borrower's use of defective or defective workmanship in constructing the Development; (3) Borrower's failure to commence or complete construction according to the construction schedule specified in this Loan Agreement; (4) the cessation of construction prior to completion of the Development for a period of more than twenty-one (21) continuous calendar days without proper justification; (5) any material adverse change in the condition of Borrower or the Development; (6) failure to comply with the provisions of Section 4.14 herein; (7) Borrower's failure to remedy any deficiencies in recordkeeping or failure to provide records to Lender upon Lender's reasonable request; (8) Borrower's failure to substantially comply with any applicable federal, state, or local laws or Lender policies governing construction, including but not limited to provisions

of this Loan Agreement pertaining to prevailing wages, affirmative action and equal employment opportunity, minority and women-owned business enterprises, disabled access, lead paint, and Hazardous Materials;

C. Operation. (1) discrimination by Borrower on the basis of characteristics prohibited by this Loan Agreement or applicable law; (2) the imposition of any encumbrances or liens on the Property without Lender's prior written approval that are prohibited under this Loan Agreement or that have the effect of reducing the priority of or invalidating the Deed of Trust; (3) any material adverse change in the condition of Borrower or the Development that gives Lender reasonable cause to believe that the Development cannot be operated according the terms of the Loan Documents or the Restrictive Covenants;

D. General performance of Loan obligations. Any substantial or continuous breach by Borrower of any material obligations on Borrower imposed in the Loan Documents;

E. General performance of other obligations. Any substantial or continuous breach by Borrower beyond applicable notice and cure periods of any material obligations on Borrower imposed by any other agreements, including any grant agreements, with respect to the financing, development, or operation of the Development or the Property, whether or not Lender is a party to such agreement which may materially impair Lender's security;

F. Representations and warranties. A determination by Lender that any of Borrower's representations or warranties made in the Loan Documents, or any certificates, documents, or schedules supplied to Lender by Borrower were untrue in any material respect when made, or that Borrower concealed or failed to disclose a material fact from Lender;

G. Damage to Property. Material damage or destruction to the Property by fire or other casualty, if Borrower does not take steps to reconstruct the Property as required by the Loan Documents;

H. Bankruptcy, dissolution, and insolvency. Borrower's or any general partner of Borrower's (1) filing for bankruptcy, dissolution, or reorganization, or failure to obtain a full dismissal of any such involuntary filing brought by another party before the earlier of final relief or sixty (60) days after the filing; (2) making a general assignment for the benefit of creditors; (3) applying for the appointment of a receiver, trustee, custodian, or liquidator, or failure to obtain a full dismissal of any such involuntary application brought by another party before the earlier of final relief or sixty (60) days after the filing; (4) insolvency; (5) failure, inability or admission in writing of its inability to pay its debts as they become due.

8.2 **NOTICE OF DEFAULT AND OPPORTUNITY TO CURE.** For all Events of Default, other than any Monetary Events of Default specified in Section 8.1.A. and the actions specified in Section 8.1.H, Lender shall give written notice to Borrower of any Event of Default by specifying: (a) the nature of the event or deficiency giving rise to the Default, (b) the action required to cure the deficiency, if an action to cure is possible, and (c) a date, which shall not be less than thirty (30) calendar days from the date of receipt of the notice or the date the notice was refused, by which such action to cure must be taken or if a cure is not possible within thirty (30) days, to begin such cure and diligently prosecute such to completion which shall, in any event, not exceed ninety (90) days from the date of receipt of the notice to cure. The Lender has the sole discretion to determine whatever additional reasonable time is needed to cure.

8.3 **LENDER'S REMEDIES.** Upon the happening of an Event of Default by Borrower and a failure to cure said Event of Default within the time specified in Section 8.2 above, Lender's obligation to disburse Loan proceeds shall terminate, and Lender may also, in addition to other rights and remedies permitted by the Loan Documents or applicable law, proceed with any or all of the following remedies in any order or combination Lender may choose in its sole discretion:

A. Terminate this Loan Agreement, in which event the entire principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by Lender under the Loan Documents, shall immediately become due and payable at the option of Lender;

B. Bring an action in equitable relief (1) seeking the specific performance by Borrower of the terms and conditions of the Loan Documents, and/or (2) enjoining, abating, or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

C. Accelerate the Loan, and demand immediate full payment of the principal amount outstanding and all accrued interest under the Note, as well as any other monies advanced to Borrower by Lender under the Loan Documents;

D. Subject to the rights of any senior lender, enter the Property and take any actions necessary in its judgment to complete construction of the Development, including without limitation (1) making changes in the Plans and Specifications or other work or materials with respect to the Development, (2) entering into, modifying, or terminating any contractual arrangements (subject to Lender's right at any time to discontinue work without liability), and (3) taking any remedial actions with respect to Hazardous Materials that Lender deems

necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy;

E. Seek appointment from a court of competent jurisdiction of a receiver with the authority to complete construction as needed to preserve Lender's interest in seeing the Development developed in a timely manner (including the authority to take any remedial actions with respect to Hazardous Materials that Lender or the receiver deems necessary to comply with Hazardous Materials Laws or to render the Property suitable for occupancy);

F. Disburse from Loan proceeds any amount necessary to cure any monetary default;

G. Initiate and pursue any private and/or judicial foreclosure action allowed under applicable law and the power of sale provision in the Deed of Trust;

H. With respect to defaults under Hazardous Materials provisions herein, pursue the rights and remedies permitted under California Civil Code Section 2929.5, and California Code of Civil Procedure Sections 564, 726.5, and 736; or

I. Pursue any other remedy allowed at law or in equity.

Nothing in this section is intended or shall be construed as precluding Lender from proceeding with a non-judicial foreclosure under the power of sale contained in the Deed of Trust in the Event of Default by Borrower.

ARTICLE 9. GENERAL PROVISIONS

9.1 **BORROWER'S WARRANTIES.** Borrower represents and warrants (1) that it has access to professional advice and support to the extent necessary to enable Borrower to fully comply with the terms of these Loan Documents and the Restrictive Covenants, and to otherwise carry out the Development, (2) that it is duly organized, validly existing and in good standing under the laws of the State of California, (3) that it has the full power and authority to undertake the Development and to execute the Loan Documents, and (4) that the persons executing and delivering the Loan Documents are authorized to execute and deliver such documents on behalf of Borrower.

9.2 **MONITORING AND EVALUATION.** Except as otherwise provided for in this Loan Agreement, Borrower shall maintain and submit to Lender within ten (10) business days of Lender's request such documents that Lender may reasonably request regarding Borrower's performance of Borrower's requirements in the Loan Documents.

9.3 **POLITICAL ACTIVITY.** None of the funds, materials, property or services contributed by Lender or Borrower under this Loan Agreement shall be used for any partisan political activity or the election or defeat of any candidate for public office.

9.4 **PUBLICITY.** Any publicity generated by Borrower for the Development during the term of this Loan and for one year thereafter shall make reference to the contribution of Lender in making the Development possible. The words "The Redevelopment Agency of the City of Livermore" will be prominently displayed in any and all pieces of publicity, including but not limited to flyers, press releases, posters, signs, brochures, public service announcements, interviews, and newspaper articles. Borrower further agrees to cooperate with authorized staff and officials of Lender in any Lender-generated publicity or promotional activities undertaken with respect to the Development.

9.5 **TERM OF THIS AGREEMENT.** This Loan Agreement shall commence on the date set forth above and remain in full force and effect throughout the term of this Loan.

9.6 **GOVERNING LAW.** The Loan Documents shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

9.7 **STATUTORY REFERENCES.** All references in the Loan Documents or Restrictive Covenants to particular statutes, regulations, ordinances, or resolutions of the United States, the State of California, or the County of Alameda shall be deemed to include the same statute, regulation, ordinance, or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject as the provision to which specific reference was made.

9.8 **TIME.** Time is of the essence in these Loan Documents.

9.9 **CONSENTS AND APPROVALS.** Any consent or approval of Lender or Borrower required under the Loan Documents shall not be unreasonably withheld. Any approval required under the Loan Documents shall be in writing and executed by an authorized representative of the party granting the approval.

9.10 **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between Borrower and Lender shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid,

return receipt requested, or delivered personally, to the principal offices of Borrower and Lender as follows:

LENDER: Redevelopment Agency of
the City of Livermore
1052 South Livermore Ave.
Livermore, CA 94550-4899
Attn: Housing Coordinator

BORROWER: Livermore Housing Associates
561 A Street
Hayward, CA 94541
Attn: Executive Director

9.11 **BINDING UPON SUCCESSORS.** All provisions of these Loan Documents shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of each of the parties; provided, however, that this section does not waive the prohibition on assignment of this Loan Agreement by Borrower without Lender's consent.

9.12 **RELATIONSHIP OF PARTIES.** The relationship of Borrower and Lender for this Development under this Loan Agreement is and at all times shall remain solely that of a debtor and a creditor, and shall not be construed as a joint venture, equity venture, partnership, or any other relationship. Lender neither undertakes nor assumes any responsibility or duty to Borrower (except as provided for herein) or any third party with respect to the Development, the Property, or the Loan.

9.13 **ASSIGNMENT AND ASSUMPTION.** Borrower shall not assign any of its interests under this Loan Agreement or the Loan Documents to any other party, except as specifically permitted under the terms of the Loan Documents, without the prior written consent of Lender. Borrower may assign the loan to the general partner of Borrower or Eden Housing, Inc. subject to the transfer of the Property to that specific entity pursuant to the Option Agreement referred to in Section 5.17 and the absence of any continuing Event of Default under the Loan Documents. Any unauthorized assignment shall be void.

9.14 **WAIVER.** Any waiver by Lender of any obligation in these Loan Documents must be in writing. No waiver will be implied from any delay or failure by Lender to take action on any breach or default of Borrower or to pursue any remedy allowed under the Loan Documents or applicable law. Any extension of time granted to Borrower to perform any obligation under the Loan Documents shall not operate as a waiver or release from any of its obligations under the Loan Documents. Consent by Lender to

any act or omission by Borrower shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Lender's written consent to future waivers.

9.15 **INTEGRATION.** This Loan Agreement and the other Loan Documents, including exhibits, executed by Borrower for the Property, if any, contain the entire agreement of the parties and supersede any and all prior negotiations.

9.16 **OTHER AGREEMENTS.** Borrower represents that it has not entered into any agreements that are inconsistent with the terms of the Loan Documents. Borrower shall not enter into any agreements that are inconsistent with the terms of the Loan Documents without an express waiver by Lender in writing.

9.17 **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to the Loan Documents must be in writing, and shall be made only if executed by both Borrower and Lender.

9.18 **ACTION BY THE LENDER.** Except as may be otherwise specifically provided in this Agreement or other Loan Documents, whenever any approval, notice, direction, finding, consent, request, waiver, or other action by the Lender is required or permitted under this Agreement or other Loan Document, such action may be given, made, or taken by the Lender's Redevelopment Director or Housing Coordinator, or by any person who shall have been designated in writing to the Borrower by the Redevelopment Director, without further approval by the Agency Board. Any such action shall be in writing.

9.19 **SEVERABILITY.** Every provision of this Loan Agreement is intended to be severable. If any provision of this Loan Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS WHEREOF, Lender and Borrower have caused this Loan Agreement to be executed by their duly authorized representatives.

Borrower:

LIVERMORE HOUSING ASSOCIATES, a California Limited Partnership,

By: Baywood Apartments, Inc., a California nonprofit public benefit corporation, its general partner

By: _____

Its: Catherine A. Merschel Executive Director

ATTEST:

By: _____
Alice Calvert, City Clerk

Agency:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body, corporate and politic

By: _____
Gerald M. Peeler

Its: Executive Director

APPROVED TO FORM:

By: _____
Asst. City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Description: The land referred to herein is situated in the State of California, County of ALAMEDA, City of LIVERMORE, and is described as follows:

PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, IN TOWNSHIP 2 SOUTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF ROAD 40 FEET WIDE KNOWN AS HERMAN AVENUE, DISTANT THEREON 660 FEET SOUTHERLY FROM THE CENTER LINE OF ROAD 40 FEET WIDE KNOWN AS SCENIC AVENUE; AND RUNNING THENCE ALONG SAID LINE OF HERMAN AVENUE SOUTHERLY 220 FEET; THENCE AT RIGHT ANGLES WESTERLY 990 FEET; THENCE AT RIGHT ANGLES NORTHERLY 220 FEET; AND THENCE AT RIGHT ANGLES EASTERLY 990 FEET POINT OF BEGINNING.

EXCEPTING THEREFROM, THE EASTERN 20 FEET THEREOF, BEING THAT PORTION THEREOF LYING WITHIN THE LINES OF SAID HERMAN AVENUE.

A.P. NO.: 99B-5351-14

EXHIBIT B

DEVELOPMENT BUDGET

Eden Housng, Inc.

Las Positas

860 Herman Avenue, Livermore

FINANCIAL PLAN

SOURCES AND USES OF FUNDS

City of Livermore Funding	4,240,000
Low Income Houding Tax Credit Proceeds (4%)	3,375,263
Tax Exempt Bonds (CHFA)	5,000,000
AHP Loan	250,000
Total Sources of Funds	**12,865,263**
Site Acquisition	975,000
Design/Construction Consultants	535,000
Construction Costs (incl. contingency & furnishings)	7,488,235
City of Livermore Permits and Fees	1,391,000
Sponsor Administration	515,000
Investor Guaranty Requirements/Sponsor Contrib.	685,000
Other Soft Costs	448,931
Financing & Carrying Costs	702,109
Tax Credit/Syndication Costs	124,989
Total Uses of Funds	**12,865,263**

EXHIBIT C

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

Livermore, California

$4,240,000 January __, 1998

FOR VALUE RECEIVED, Livermore Housing Associates, a California Limited Partnership (the "Borrower"), whose address is 561 A Street, Hayward, California, 94541, hereby promises to pay to the order of the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Lender"), whose address is 1052 South Livermore Ave., Livermore, California 94550, the principal amount equal to Four Million Two Hundred Forty Thousand Dollars ($4,240,000), or so much thereof as may be advanced by Lender to the Borrower, together with interest thereon, as set forth below.

1. **BORROWER'S OBLIGATION.** This promissory note (the "Note") evidences the Borrower's obligation to pay Lender the principal amount of Four Million Two Hundred Forty Thousand Dollars ($4,240,000) for funds loaned to the Borrower by Lender to finance acquisition of the Property and development of the Improvements (the "Loan").

2. **INTEREST.** The Note shall bear simple interest at the rate of three percent (3.00%) per annum on the principal outstanding from the date of the Closing of the Permanent Loans.

3. **AMOUNT AND TIME OF PAYMENT.** The principal and all current and accrued interest of the Loan shall be due and payable on the earlier of (a) fifty-five (55) years from the date of the Note, (b) the date the Property is sold or the Permanent Loan is refinanced or (c) an Event of Default by Borrower which has not been cured as provided for in this Loan Agreement.

4. **DEFINITIONS.** All initially capitalized terms in this Note shall have the definition ascribed to such term in Lender Loan Agreement. The following terms are defined in Lender Loan Agreement and repeated here for convenience of reference:

A. **"ANNUAL FINANCIAL STATEMENT"** means the financial statement of Operating Expenses and Revenues, prepared at Borrower's expense, by an independent certified accountant acceptable to Lender, which shall form the basis for determining the Residual Receipts.

B. **"OPERATING EXPENSES"** means debt service payments on the Permanent Loan, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Improvements, including but

maintenance, and management of the Improvements, including but not limited to painting, cleaning, repairs and alterations, landscaping, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, cash deposited into reserves for capital replacements of Development improvements in an amount not to exceed reserve requirements imposed by the Permanent Loan or any greater amount approved by Lender, cash deposited into an operating reserve in an amount not to exceed the amount required in connection with the Permanent Loan, or any greater amount approved by Lender, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, and tenant improvements that are not included in Development Costs. Operating Expenses may also include, with the prior approval of Lender, the costs including salary, benefits, supervision and overhead for an on-site one-half time staff member or the costs of a comparable service provider to coordinate the provision of social services to the tenants at the Development. The Operating Expenses may also include a partnership management fee not to exceed Twenty Thousand Dollars ($20,000) annually for first five year period beginning with the Closing of the Permanent Loans. Thereafter, the partnership management fee may be increased annually by the same percentage of the annual increase in the consumer price index for Alameda County with a maximum annual increase of five percent (5%). The partnership management fee shall be discontinued upon any conveyance of the Property unless otherwise approved by Lender. The Operating Expenses shall be reported in the Annual Financial Statement.

C. **"PAYMENT DATE"** means May 1, 2000 for the first payment and April 1st for each year thereafter until the Loan is paid in full or otherwise terminated.

D. **"RESIDUAL RECEIPTS"** means for any calendar year Revenues reduced by Operating Expenses.

E. **"REVENUE"** means all income derived from the Development, including but not limited to rent from the units, laundry operations, and parking fees.

5. **PAYMENTS.** Borrower shall make annual payments on the Loan from Residual Receipts. On or before each Payment Date the Borrower shall submit its Annual Financial Statement to Lender for the preceding calendar year together with an amount equal to Residual Receipts for the preceding calendar year. Lender shall review and approve such statement, or request revisions, within sixty (60) days after receipt. In the event that Lender disagrees with the amount and payment of Residual Receipts due to

Lender, Lender shall notify Borrower. In the event of an underpayment, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement; provided, however, if Borrower does not agree with Lender and a mutually acceptable resolution cannot be reached within sixty (60) days of Lender's notice of understatement to Borrower, the matter shall be submitted to arbitration under the rules of the American Arbitration Association. In the event that Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, then the cumulative interest owed, and then to reduce the principal amount of the Loan. In any event principal and all current and accrued interest of the Loan shall be due and payable as provided in Section 3 above.

6. **PLACE AND MANNER OF PAYMENT.** All amounts due and payable under this Note are payable at the office of Lender at the address set forth above, or at such other place as Lender may designate to the Borrower in writing from time to time, in any coin or currency of the United States which on the respective dates of payment thereof shall be legal tender for the payment of public and private debts.

7. **APPLICATION OF RESIDUAL RECEIPTS.** The payments by Borrower shall be applied first to pay current annual interest due, then the cumulative interest owed, and then to reduce the principal amount of the Loan.

8. **DEFAULT AND ACCELERATION.** This Note is secured by a Deed of Trust. All covenants, conditions and agreements contained in the Deed of Trust and the Loan Agreement are hereby made a part of this Note. Borrower agrees that the unpaid balance of the then principal amount of this Note, shall, at the option of Lender, become immediately due and payable upon any Event of Default as defined in the Loan Agreement which has not been cured pursuant to that Loan Agreement, including without limitation the failure of Borrower to make any payment when due. Upon any Event of Default and the expiration of any applicable notice and cure periods, Lender may exercise any other right or remedy permitted under the Loan Documents.

9. **NO OFFSET.** Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

10. **WAIVERS.** Presentment, notice of dishonor, and protest are waived by all makers, sureties, guarantors, and endorsers of this Note, if any.

11. **CONSENTS AND APPROVALS.** Any consent or approval of Lender required under this Note shall not be unreasonably withheld or delayed.

12. **NOTICES.** Any approval, notice, direction, consent request or other action by Lender shall be in writing and may be communicated to the Borrower at the principal office of the Borrower set forth above, or at such other place or places as the Borrower shall designate in writing, from time to time, for the receipt of communications from Lender.

13. **BINDING UPON SUCCESSORS.** All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of the Borrower and Lender.

14. **GOVERNING LAW.** This Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

15. **SEVERABILITY.** Every provision of this Note is intended to be severable. If any provision of this Note shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. **TIME.** Time is of the essence in this Note.

17. **ATTORNEYS' FEES AND COSTS.** In the event any legal action is commenced to enforce the terms of this Note, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

18. **WAIVER.** Any waiver by Lender of any obligation in this Note must be in writing. No waiver shall be implied from any failure of Lender to take, or any delay or failure by Lender to take action on any breach or default by the Borrower or to pursue any remedy allowed under this Note or applicable law. Any extension of time granted to the Borrower to perform any obligation under this Note shall not operate as a waiver or release from any of its obligations under this Note.

19. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Note must be in writing, and shall be made only if executed by both the Borrower and Lender.

20. **NONRECOURSE.** Except as expressly provided in the second paragraph of this Section 20, the Borrower, and the Borrower's partners, officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, this Note. The sole recourse of the Lender with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of personal liability to the extent of actual damages for (1) Borrower's fraud or willful misrepresentation; (2) the failure to pay taxes, assessments or other charges (which are not contested by Borrower in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (3) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust or other Loan Documents; (4) the material misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; (5) the Borrower's indemnification obligations under Article 6 and Article 7 of the Loan Agreement; and (6) payment to the Lender of any rental income or other income arising with respect to the Property received by the Borrower after the Lender has given notice to the Borrower of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

21. **LOAN AGREEMENT CONTROLS.** In the event that any provisions of this Note and the Loan Agreement conflict, the terms of the Loan Agreement shall control.

22. **CAPITALIZED TERMS.** All capitalized terms not defined herein shall have the meaning set forth in the Loan Agreement.

BORROWER

LIVERMORE HOUSING ASSOCIATES, a California Limited Partnership

By: Baywood Apartments, Inc., a California nonprofit public benefit corporation, its general partner

By:_____

Its:_____

EXHIBIT D

FORM OF DEED OF TRUST

NATCO #5515369 SHS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Redevelopment Agency of
the City of Livermore
1052 So. Livermore Ave.
Livermore, CA 94550
Attn: Agency Administrator

No Fee for recording pursuant to
Government Code Section 27383

CONSTRUCTION AND PERMANENT
DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this ___ day of _____, 1997, between Livermore Housing Associates, a California Limited Partnership, whose address is 561 A Street, Hayward, California, 94541, herein called Trustor, whose address is 550 Hillcrest Avenue, Livermore, California, 94550, North American Title Company, a California corporation, herein called Trustee, and the Redevelopment Agency of the City of Livermore, a public body corporate and politic, whose address is 1052 South Livermore Ave., Livermore, California 94550, herein called Beneficiary, witnesseth:

GRANT IN TRUST

1. **GRANT.** Trustor, in consideration of the indebtedness referred to below, hereby irrevocably grants and conveys to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, all of Trustor's interest in that real property situated in the City Livermore, County of Alameda, State of California, described in Exhibit A attached hereto and made a part hereof (the "Property");

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property; all buildings, structures, fixtures, improvements, signs, and landscaping now or hereafter erected or located on the Property, including all equipment and machinery used for supplying or distributing heating, cooling, electricity, gas, water, air, and light, all kitchen and laundry appliances such as washers, dryers, refrigerators, garbage disposals, ovens, ranges, dishwashers, all plumbing and bathroom fixtures, all security and access control equipment, fire prevention and extinguishment equipment, elevators, floor coverings, window coverings, panelling, cabinets, (provided, however, that Trustor shall have the right to remove, if necessary, such fixtures,

304\16\107005.03

furnishings, and equipment for the purpose of replacement with similar items of the same quality performing the same functions, which replacements shall themselves become part of this grant); all building material and equipment either now or hereafter delivered to the Property and intended to be installed therein or any such material and equipment purchased with Loan proceeds whether or not located on the Property; all reserves, accounts, deferred payments, and refunds relating to development on the Property; all rents and income generated by the Property or improvements thereon (subject however to the assignment of rents to Lender contained herein); all leases, subleases and rental agreements covering the Property or any portion thereof now existing or hereafter entered into, and all interests of Trustor in security deposits, advance rentals, accounts, or payments of similar nature with respect to such leases, subleases, or rental agreements; all easements and rights-of-way appurtenant to the Property, including parking and recreational easements, and all interests of Trustor in any land lying within the right-of-way of any street, sidewalks, and areas of land adjacent to or used in connection with the Property; all development rights and credits, air rights, water rights, and oil, gas or mineral rights with respect to the Property; all claims or demands with respect to insurance proceeds, and all awards made for a taking by eminent domain; all interests and rights in any private or government grants, subsidies, loans, or other financing with respect to development on the Property; all interests in personal property used in and about the Property (except furniture and other personal property of occupants of dwelling units on the Property); all intangible property and rights relating to the Property or operations on the Property, including trade names, goodwill, trademarks, and service marks; all government permits, approvals, and map rights related to construction on the Property; all architectural, structural, and mechanical plans, specifications, designs, studies, and data with respect to construction of improvements on the Property; all environmental tests, studies and reports with respect to the Property; all current and future claims and rights of action of Trustor against prior owners and operators of the Property, neighboring property owners and operators, tenants and former tenants, consultants, advisors, and other third parties with respect to environmental or Hazardous Materials contamination and cleanup of the Property under any federal, state, or local ordinances, statutes, regulations, or administrative decisions or common law.

All of the foregoing, together with the Property, is herein referred to as the "Security."

OBLIGATIONS SECURED

2. **OBLIGATIONS.** Trustor makes this grant for the purpose of securing the following obligations:

A. Repayment of the indebtedness of Trustor to Beneficiary in the principal sum of Four Million Two Hundred Forty Thousand Dollars ($4,240,000) with accrued interest and interest thereon (the "Loan") evidenced by a promissory note executed by Trustor in the amount of Four Million Two Hundred Forty Thousand Dollars ($4,240,000) (the "Note") on file at the offices of Beneficiary, which is hereby incorporated into this Deed of Trust by this reference or as much as has been disbursed to Trustor therewith, along with any extensions, amendments, modifications, or renewals to the Note; and

B. Payment of any sums advanced by Beneficiary to protect the security and priority of this Deed of Trust; and

C. Payment of any sums advanced by Beneficiary following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein; and

D. Performance of every obligation, covenant or agreement of Trustor contained in this Deed of Trust, the Note, the loan agreement executed between Trustor and Beneficiary for the Loan (the "Loan Agreement"), on file at the offices of Beneficiary, which is hereby incorporated into this Deed of Trust by this reference, and that certain Declaration of Restrictive Covenants executed by the Trustor and the Beneficiary of even date herewith (the "Restrictive Covenants"), including all modifications, extensions and renewals of these obligations; and

E. Performance of any other obligation or repayment of any other indebtedness of Trustor to Beneficiary, where such evidence of obligation or indebtedness specifically recites that it is secured by this Deed of Trust; and

ABSOLUTE ASSIGNMENT OF RENTS AND RIGHT TO POSSESSION

3. **ASSIGNMENT.** As additional security, Trustor hereby assigns to Beneficiary: (a) all of the rents, revenues, profits, and income from the Security, any deposits now or hereafter in Trustor's possession which have been collected with respect to the Security, and any reserve or capital funds now or hereafter held by Trustor with respect to construction or operation of the Security (collectively, the "Rents"); and (b) the right to enter, take possession of, and manage the Security; provided however that Trustor shall have, prior to an Event of Default which has not been cured by Trustor pursuant to the Loan Agreement, the

exclusive right to possess the Security and to collect Rents and use them in accordance with the Loan Documents. This assignment is intended to be an absolute and present transfer of Trustor's interest in existing and future Rents, effective as of the date of this Deed of Trust.

4. **ENFORCEMENT.** Upon the happening of an Event of Default which remains uncured after expiration of the applicable cure period pursuant to the terms of the Loan Agreement or other Loan Documents, Beneficiary may, in addition to other rights and remedies permitted by the Loan Agreement, this Deed of Trust, or applicable law, (a) enter upon, take possession of, and manage the Security, either in person as a mortgagee-in-possession, by agent, or by a receiver appointed by a court, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Security, (b) collect all Rents, including those past due and unpaid, and apply the same to pay for the costs and expenses of operation of the Security, including attorneys' fees, and pay off any indebtedness secured by this Deed of Trust, all in such order as Beneficiary may determine, (c) enter upon and take possession of the Security, and complete construction of any improvements on the Security as provided for in the Plans and Specifications approved under the Loan Agreement or any modifications to the Plans and Specifications or the Project that Beneficiary in its sole discretion believes is appropriate, and/or (d) Beneficiary may make, cancel, enforce, and modify leases and rental agreements, obtain and evict tenants, set and modify rent terms, sue for rents due, enter into, modify, or terminate any contracts or agreements, or take any legal action, as it deems necessary with respect to the Rents or to development or operation of the Security.

5. **APPOINTMENT OF A RECEIVER.** In any action to enforce this assignment, Beneficiary may apply for the appointment of a receiver to take possession of the Security and take whatever measures are necessary to preserve and manage the Security for the benefit of Beneficiary and the public interest. Trustor hereby consents to the appointment of a receiver. The receiver shall have all of the authority over the Security that Beneficiary would have if Beneficiary took possession of the Security under this assignment as a mortgagee-in-possession, including the right to collect and apply Rents and the right to complete construction of improvements.

6. **NO WAIVER OF POWER OF SALE.** The entering upon and taking possession of the Security and the collection of Rents shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or notice of default and, notwithstanding the continuance in possession of the Security or the collection and application of Rents, Beneficiary shall be entitled to exercise every right

provided for in this Deed of Trust or by law upon occurrence of any Event of Default following expiration of the cure period set forth in the Loan Agreement, including the right to exercise the power of sale.

COMMERCIAL CODE SECURITY AGREEMENT

7. **GRANT.** This Deed of Trust is intended to be a security agreement and financing statement pursuant to the California Commercial Code for any of the items specified above as part of the Security which under applicable law may be subject to a security interest pursuant to the Commercial Code, and Trustor hereby grants Beneficiary a security interest in said items. Beneficiary may file a copy of this Deed of Trust in the real estate records or other appropriate index as a financing statement for any of the items specified as part of the Security. Trustor shall execute and deliver to Beneficiary at Beneficiary's request any financing statements, as well as extensions, renewals, and amendments thereof, and copies of this instrument in such form as Beneficiary may require to perfect a security interest with respect to said items. Trustor shall pay all costs of filing such financing statements and shall pay all reasonable costs of any record searches for financing statements and releases. Without the prior written consent of Beneficiary, Trustor shall not create or permit any other security interest in said items.

8. **REMEDIES.** Upon occurrence of an Event of Default and following expiration of the cure period set forth in the Loan Agreement, Beneficiary shall have the remedies of a secured party under the Commercial Code and at Beneficiary's option may also invoke the remedies provided for elsewhere in this Deed of Trust with respect to said items. Beneficiary may proceed against the items of real property and personal property specified above separately or together and in any order whatsoever.

RIGHTS AND OBLIGATIONS OF TRUSTOR

9. **PERFORMANCE OF SECURED OBLIGATION.** Trustor shall promptly perform each obligation secured by this Deed of Trust.

10. **PAYMENT OF PRINCIPAL AND INTEREST.** Trustor shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note.

11. **MAINTENANCE OF THE SECURITY.** Trustor shall, at the Trustor's own expense, maintain and preserve the Security or cause the Security to be maintained and preserved in good condition, in good repair, and in a decent, safe, sanitary, habitable and tenantable condition. Trustor shall not cause or

permit any violations of any laws, ordinances, regulations, covenants, conditions, restrictions, or equitable servitudes as they pertain to improvements, alterations, maintenance or demolition on the Security. Trustor shall not commit or permit waste on or to the Security. Trustor shall not abandon the Security. Beneficiary shall have no responsibility over maintenance of the Security. In the event Trustor fails to maintain the Security in accordance with the standards in this Deed of Trust, the Loan Agreement, or the Restrictive Covenants, Beneficiary and after any applicable cure periods, may, but shall be under no obligation to, make such repairs or replacements as are necessary and provide for payment thereof. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

12. **INSPECTION OF THE SECURITY.** Trustor shall permit Beneficiary to enter and inspect the Security for compliance with these obligations upon 48 hours advance notice of such visit by Beneficiary to Trustor or Trustor's management agent.

13. **LIENS, ENCUMBRANCES, AND CHARGES.** Trustor shall discharge any lien or encumbrance not approved by Beneficiary in writing that may attain priority over this Deed of Trust, as provided for in the Loan Agreement.

14. **DEFENSE AND NOTICE OF CLAIMS AND ACTIONS.** Trustor shall appear in and defend, at its own expense, any action or proceeding purporting to affect the Security and/or the rights of Beneficiary. Trustor shall give Beneficiary and Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding and of any condemnation offer or action with respect to the Security.

15. **SUITS TO PROTECT THE SECURITY.** Beneficiary shall have power to institute and maintain such suits and proceedings as it may deem expedient (a) to prevent any impairment of the Security or the rights of Beneficiary and (b) to preserve or protect its interest in the Security and in the Rents.

16. **DAMAGE TO SECURITY.** Trustor shall give Beneficiary and Trustee prompt notice in writing of any damage to the Security in excess of Twenty-Five Thousand Dollars ($25,000). If any building or Improvements erected by Trustor on the Property is damaged or destroyed by an insurable cause, Trustor shall, at its cost and expense, diligently undertake to repair or restore said buildings and Improvements consistent with the original Plans and Specifications for the Development if Trustor reasonably

determines that such restoration or repair is economically feasible. If Trustor elects to repair or restore the buildings, such work or repair shall be commenced within 120 days after the damage or loss occurs and shall be complete within one year thereafter or such longer time as Lender may allow. All insurance proceeds collected for such damage or destruction shall be applied to the cost of such repairs or restoration and, if such insurance proceeds shall be insufficient for such purpose, Trustor shall make up the deficiency.

17. **TITLE.** Trustor warrants that Trustor lawfully has a legal fee interest to the Security without any limitation on the right to encumber.

18. **GRANTING OF EASEMENTS.** Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to the Security except those required or desirable for installation and maintenance of public utilities including water, gas, electricity, sewer, cable television, telephone, or those required by law.

19. **TAXES AND LEVIES.** Trustor shall pay prior to delinquency, all taxes, fees, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security. However, Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any contested liabilities. In the event that Trustor fails to pay any of the foregoing items, Beneficiary may, but shall be under no obligation to, pay the same, after Beneficiary has notified Trustor of such failure to pay and Trustor fails to fully pay such items within seven business days after receipt of such notice. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of indebtedness as specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

20. **INSURANCE.** Trustor shall provide such insurance as required under the Loan Agreement and the Restrictive Covenants. In the event Trustor fails to maintain the full insurance coverage required by this Deed of Trust, Beneficiary, after at least seven business days prior notice to Trustor, may, but shall be under no obligation to, take out the required policies of insurance and pay the premiums on such policies. Any amount so advanced by Beneficiary, together with interest thereon from the date of such advance at the same rate of indebtedness as

specified in the Note (unless payment of such an interest rate would be contrary to applicable law, in which event such sums shall bear interest at the highest rate then allowed by applicable law), shall become an additional obligation of Trustor to Beneficiary and shall be secured by this Deed of Trust.

21. **CONDEMNATION.** All judgments, awards of damages, settlements and compensation made in connection with or in lieu of taking all or any part of or interest in the Security under assertion of the power of eminent domain ("Funds") are hereby assigned to and shall be paid to Beneficiary. Beneficiary is authorized (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part upon any indebtedness or obligation secured hereby, in such order and manner as Beneficiary shall determine at its sole option. All or any part of the amounts so collected and recovered by Beneficiary may be released to Trustor upon such conditions as Beneficiary may impose for its disposition. Application of all or any part of the Funds collected and received by Beneficiary or the release thereof shall not cure or waive any default under this Deed of Trust.

Notwithstanding anything to the contrary set forth herein, Beneficiary shall, prior to the application of the Funds or any portion thereof to the indebtedness or other obligations, apply such portion of the Funds as is reasonable and necessary to repair and preserve the value, marketability and rentability of the Security.

22. **ACCELERATION ON TRANSFER OF SECURITY; ASSUMPTION.** In the event that Trustor, without the prior written consent of the Beneficiary, sells, agrees to sell, transfers, or conveys its interest in the Security or any part thereof or interest therein, Beneficiary may at its option declare all sums secured by this Deed of Trust to be immediately due and payable. This option shall not apply in case of:

A. the grant of a leasehold interest to households who will occupy Units as provided for under the Loan Documents and the Restrictive Covenants; or

B. sale or transfer of fixtures or personal property pursuant to the grant provisions in this Deed of Trust; Consent to one sale or transfer shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

C. the transfer of the Property to the general partner of Trustor or to Eden Housing, Inc. pursuant to the provisions of the Loan Agreement.

23. **RECONVEYANCE BY TRUSTEE.** This trust is intended to continue for the entire term of the Loan. Upon written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

DEFAULT AND REMEDIES

24. **EVENTS OF DEFAULT.** Any of the events listed in the Loan Agreement as an Event of Default shall also constitute an Event of Default under this Deed of Trust, including, but not limited to, (1) Trustor's failure to pay when due any sums payable under this Deed of Trust, the Note, or the Loan Agreement; (2) Trustor's failure to observe or to perform any of its other covenants, agreements or obligations under this Deed of Trust, the Note, or the Loan Agreement; or (3) Trustor's failure to make any payment or perform any of its other covenants, agreements, or obligations under any other agreement following the expiration of any applicable notice and cure periods with respect to financing for the Project or the Security, whether or not Beneficiary is a party to such agreement.

25. **ACCELERATION OF MATURITY.** Upon the happening of an Event of Default which has not been cured within the times and in the manner provided in the Loan Agreement, Beneficiary may declare all sums advanced to Trustor under the Note and this Deed of Trust immediately due and payable.

26. **BENEFICIARY'S REMEDIES.** Upon the happening of an Event of Default which has not been cured within the times and in the manner provided in the Loan Agreement, Beneficiary may, in addition to other rights and remedies permitted by the Loan Agreement, the Note, or applicable law, proceed with any or all of the following remedies:

A. Enforce the assignment of rents and right to possession as provided for in this Deed of Trust, and/or seek appointment of a receiver to take over possession of the Security and collect Rents;

B. Disburse from Loan proceeds any amount necessary to cure any Monetary Default under this Deed of Trust, the Loan Agreement, or the Note;

C. Commence an action to foreclose this Deed of Trust pursuant to California Code of Civil Procedure Sections 725a, et seq., and/or seek appointment of a receiver from a court of competent jurisdiction with the

authority to protect Beneficiary's interests in the Security, including the authority to complete construction of improvements;

D. Deliver to Trustee a written declaration of Default and Demand for Sale, and a written Notice of Default and Election to cause Trustor's interest in the Security to be sold, which notice Trustee or Beneficiary shall duly file for record in the Official Records of Alameda County, and exercise its power of sale as provided for below; or

E. Pursue any other rights and remedies allow at law or in equity.

27. **FORECLOSURE BY POWER OF SALE.** Should Beneficiary elect to foreclose by exercise of the power of sale contained in this Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust (the deposit of which shall be deemed to constitute evidence that the unpaid sums disbursed under the Note are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise by Trustor, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser its deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee, or Beneficiary, may purchase at the sale.

Trustee may postpone sale of all or any portion of the property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with

such sale, Trustee shall apply the proceeds of sale as follows: (i) first, to the payment of all sums then secured by this Deed of Trust, in such order and amounts as Beneficiary in its sole discretion determines, and (ii) the remainder, if any, to the person or persons legally entitled thereto.

28. **REMEDIES CUMULATIVE.** No right, power or remedy conferred upon or reserved to Beneficiary by this Deed of Trust is intended to be exclusive of any other rights, powers or remedies, but each such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

GENERAL PROVISIONS

29. **GOVERNING LAW.** This Deed of Trust shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

30. **STATEMENT OF OBLIGATION.** Beneficiary may collect a fee not to exceed the maximum allowable under applicable law for furnishing a statement of obligations as provided in the California Civil Code.

31. **CONSENTS AND APPROVALS.** Any consent or approval of Beneficiary required under this Deed of Trust shall not be unreasonably withheld.

32. **TIME.** Time is of the essence in this Deed of Trust.

33. **NOTICES, DEMANDS AND COMMUNICATIONS.** Formal notices, demands and communications between Trustor and Beneficiary shall be sufficiently given and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices of Trustor and Beneficiary as follows:

BENEFICIARY:
Redevelopment Agency of
the City of Livermore
1052 South Livermore Ave.
Livermore, CA 94550-4899
Attn: Director of Redevelopment

TRUSTOR:
Livermore Housing Associates
561 A Street
Hayward, CA 94541
Attn: Executive Director

34. **BINDING UPON SUCCESSORS.** All provisions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors-in-interest, transferees, and assigns of Trustor, Trustee, and Beneficiary.

35. **WAIVER.** Any waiver by Beneficiary of any obligation of Trustor in this Deed of Trust must be in writing. No waiver will be implied from any delay or failure by Beneficiary to take action on any breach or default of Trustor or to pursue any remedy allowed under the Deed of Trust or applicable law. Any extension of time granted to Trustor to perform any obligation under this Deed of Trust shall not operate as a waiver or release Trustor from any of its obligations under this Deed of Trust. Consent by Beneficiary to any act or omission by Trustor shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's written consent to future waivers.

36. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Deed of Trust must be in writing and executed by Beneficiary and Trustor.

37. **LOAN AGREEMENT CONTROLS.** If there is any contradiction between this instrument and the Loan Agreement, the terms of the Loan Agreement shall control, except that Trustor shall have no defense or claim that this instrument does not establish a valid lien on the Property or the Security.

38. **DEFINITIONS.** Capitalized terms not otherwise defined in this Deed of Trust shall have the same meaning as defined terms in the Loan Agreement.

39. **PROOFS OF CLAIM.** In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, recomposition or other proceedings affecting Trustor, its creditors or its property, Trustee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Beneficiary allowed in such proceedings and for any additional amount which may become due and payable by Trustor hereunder after such date.

40. **SEVERABILITY.** Every provision of this Deed of Trust is intended to be severable. If any term or provision of this Deed of Trust is declared to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions shall not be affected. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt and all payments made on the debt (whether voluntary or under foreclosure or other

enforcement action or procedure) shall be considered to have been first paid or applied to the payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

41. **SUBSTITUTION OF TRUSTEES.** Beneficiary may from time to time appoint another trustee to act in the place and stead of Trustee or any successor. Upon such appointment and without conveyance, the successor trustee shall be vested with all title, powers, and duties conferred upon Trustee. Each such appointment and substitution shall be made by a written instrument executed by Beneficiary containing reference to this Deed of Trust and its place of record, which when duly recorded in the Alameda County Office of the Recorder shall be conclusive proof of proper appointment of the successor trustee.

42. **ACCEPTANCE BY TRUSTEE.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

43. **NONRECOURSE OBLIGATION.** Except as expressly provided in the second paragraph of this Section 43, Trustor and Trustor's general partner shall not have any direct or indirect personal liability for payment of the principal of, or interest on, the Note or the performance of the covenants of the Trustor under the Deed of Trust securing the Note. The sole recourse of the Lender with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note, or (b) be deemed in any way to impair the right of the Beneficiary to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Trustor of personal liability to the extent of actual damages for (1) Trustor's fraud or willful misrepresentation; (2) the failure to pay taxes, assessments or other charges (which are not contested by Trustor in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (3) the fair market value of any personal property or fixtures removed or disposed of by Trustor other than

in accordance with the Deed of Trust or other Loan Documents; (4) the material misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; (5) the Trustor's indemnification obligations under Article 6 and Article 7 of the Loan Agreement; and (6) payment to the Lender of any rental income or other income arising with respect to the Property received by the Trustor after the Lender has given notice to the Trustor of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

TRUSTOR:

LIVERMORE HOUSING ASSOCIATES,
a California Limited
Partnership

By: Baywood Apartments, Inc., a California nonprofit public benefit corporation, its general partner

By:_____

Its:_____

EXHIBIT E

RESTRICTIVE COVENANTS

DECLARATION OF RESTRICTIVE COVENANTS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Redevelopment Agency of
the City of Livermore
1052 So. Livermore Ave.
Livermore, CA 94550
Attn: Agency Administrator

No fee for recording pursuant to
Government Code Section 27383

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of this __ day of January, 1998 by and between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Agency"), and Livermore Housing Associates, a California Limited Partnership (the "Borrower").

RECITALS

A. The Agency wishes to promote the development of more affordable rental housing in the Livermore community and to provide a greater choice of housing opportunities for persons and families of low income.

B. The Borrower has acquired an approximately 3.7 acres parcel of real property located at 860 Herman Avenue in Livermore, California, as more particularly described in Exhibit A (the "Property"), to develop approximately seventy-two (72) units of rental housing affordable to very low-income and moderate income households (the "Development").

C. The Agency and the Borrower entered into that certain Loan Agreement dated June 23, 1997 pursuant to which the Agency extended a loan to Borrower in an amount not to exceed Four Million Two Hundred Forty Thousand Dollars ($4,240,000) (the "Loan") to permanently finance acquisition, construction, and general development costs associated with the Development and in order to help achieve financial feasibility for the Development and maximize the affordability of the rental housing.

D. The funds used by the Agency to loan to the Borrower were derived from the Low and Moderate Income Housing Fund.

Pursuant to California Health and Safety Code Section 33334.2 et seq., the Agency must restrict housing assisted with funds derived from the Low and Moderate Income Housing Fund, so that the housing remains affordable to low and moderate income households for the longest feasible time. This Agreement is intended to implement the requirements of California Health and Safety Code Section 33334.2 et seq.

E. The Agency agreed to loan funds to the Borrower on the condition that the Development be maintained and operated in accordance Sections 33334.2 et seq. and in accordance with additional restrictions concerning affordability, operation, and maintenance of the Development, as specified in this Agreement.

F. In addition, the Agency intends to apply the units in the Development, to the extent permitted by law, toward satisfaction of its project area housing production obligation under Health and Safety Code Section 33413(b)(2) for the Livermore Redevelopment Project Area. To serve this purpose, the Agency is restricting the units in the Development pursuant to this Agreement so that they remain affordable to households with incomes as specified herein for the longest feasible time.

G. In consideration of receipt of the funds under the Predevelopment Loan Agreement, the Borrower has further agreed to observe all the terms and conditions set forth below.

H. In order to ensure that the Development will be used and operated in accordance with these conditions and restrictions, the Agency and the Borrower wish to enter into this Agreement.

THEREFORE, the Agency and the Borrower hereby agree as follows.

ARTICLE I
DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

1.1 **"ACTUAL HOUSEHOLD SIZE"** shall mean the actual number of persons in the applicable household.

1.2 **"ADJUSTED INCOME"** shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the Agency shall provide the Borrower with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

1.3 **"AGENCY"** shall mean the Redevelopment Agency of the City of Livermore.

1.4 **"AGREEMENT"** shall mean this Declaration of Restrictive Covenants.

1.5 **"BORROWER"** shall mean Livermore Housing Associates, a California Limited Partnership.

1.6 **"DEVELOPMENT"** shall mean the Borrower's fee interest in the Property and the approximately seventy-two (72) units developed by the Borrower.

1.7 **"LOAN"** shall mean all funds loaned to the Borrower pursuant to the Loan Agreement.

1.8 **"LOAN Agreement"** shall mean the Loan Agreement entered into by and between the Agency and the Borrower of even date herewith.

1.9 **"LOW INCOME HOUSEHOLD"** shall mean a household with an Adjusted Income that does not exceed sixty percent (60%) of Median Income, adjusted for Actual Household Size.

1.10 **"LOW INCOME UNITS"** shall mean the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Low Income Households.

1.11 **"MEDIAN INCOME"** shall mean the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Alameda, California as determined by the U.S Department of Housing and Urban Development and as published from time to time by the State of California Department of Housing and Community Development. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the Agency shall provide the Borrower with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by the State.

1.12 **"MODERATE INCOME HOUSEHOLD"** shall mean a household with an Adjusted Income which does not exceed ninety percent (90%) of Median Income, adjusted for Actual Household Size.

1.13 **"MODERATE INCOME UNITS"** shall mean the Units which, pursuant to Section 2.1(c) below, are required to be occupied by Moderate Income Households.

1.14 **"NOTE"** shall mean the promissory note from the Borrower to the Agency evidencing all or any part of the Loan.

1.15 **"PROPERTY"** shall mean the real property described in Exhibit A attached hereto and incorporated herein.

1.16 **"RENT"** shall mean the total of monthly payments by the Tenant of a Unit for the following: (1) use and occupancy of the Unit and land and associated facilities, including parking; (2) any separately charged fees or service charges assessed by the Borrower which are required of all Tenants, other than security deposits; (3) the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, cable television service or any other utility or service permitted to be excluded from the calculation of Rent pursuant to the terms of 25 California Code of Regulations Section 6918; and (4) any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Borrower, and paid by the Tenant.

1.17 **"TENANT"** shall mean a household occupying a Unit.

1.18 **"TERM"** shall mean the term of this Agreement, which shall commence on the date that this Agreement is recorded in the Official Records of the County of Alameda and shall continue in effect for fifty-five (55) years following the date of recording.

1.19 **"UNIT"** shall mean one of the seventy two (72) units comprising the Development.

1.20 **"VERY LOW INCOME HOUSEHOLD"** shall mean a household with an Adjusted Income that does not exceed the qualifying limits for very low income households, adjusted for Actual Household Size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by the State of California Department of Housing and Community Development.

1.21 **"VERY LOW INCOME UNITS"** shall mean the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

ARTICLE II
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirement.

(a) Very Low Income Units. Eighteen (18) of the Units shall be rented to and occupied by or, if vacant, available for

occupancy by Very Low Income Households. The Very Low Income Units shall have the following bedroom mixes:

No. of Units	Bedrooms
4	one bedroom
6	two bedroom
8	three bedroom

(b) Low Income Units. Seventeen (17) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households. The Low Income Units will have the following bedroom sizes:

No. of Units	Bedrooms
0	one bedroom
8	two bedroom
9	three bedroom

(c) Moderate Income Units. The remaining thirty-seven (37) Units shall be rented to and occupied by or, if vacant, available for occupancy by Moderate Income Households.

2.2 **Allowable Rent**

(a) Very Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Very Low Income Units shall not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for family size appropriate to the Unit.

(b) Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Very Low Income Units shall not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for family size appropriate to the Unit.

(c) Moderate Income Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Moderate Income Units shall not exceed one-twelfth of thirty percent (30%) of ninety percent (90%) of Median Income, adjusted for family size appropriate to the Unit.

(d) Assumed Household Size. While any federal Low-Income Housing Tax Credit regulatory agreement is in force, the Borrower shall use the assumed household sizes per Unit that is required by the Low Income Housing Tax Credit program. Twelve (12) months prior to the expiration of the Low-Income Housing Tax Credit regulatory agreement, the Borrower and the Agency shall

meet to determine whether the Community Redevelopment Law requires Borrower to change the assumed household sizes per Unit. If no change is required, Borrower may continue to use the assumed household sizes which were required by the Low Income Housing Tax Credit program.

2.3 **Nondiscrimination**. All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. The Borrower shall not give preference to any particular class or group of persons in renting the Units, except to the extent that the Units are required to be leased to an income eligible household. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. AFDC or SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall the Borrower or any person claiming under or through the Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit. All deeds, leases or contracts made or entered into by the Borrower as to the Units or the Development or portion thereof, shall contain covenants concerning discrimination as prescribed in Section 4.11 below.

ARTICLE III
INCOME CERTIFICATION AND REPORTING

3.1 **Income Certification**. The Borrower will obtain, complete and maintain on file, prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Units in substantially the form approved by the Agency. Copies of Tenant income certifications shall be available to the Agency upon request.

3.2 **Records**. The Borrower shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the Agency to inspect records, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of the Borrower and shall be maintained as required by the Agency, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Agency. The Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least three (3) years.

3.3 **Annual Report to Agency**. Each year the Borrower shall submit an annual report to the Agency, in a form approved by the Agency. The annual report shall include for each Unit covered by this Agreement, the Rent and the income and household size of the household occupying the Unit. The report shall also state the date the tenancy commenced for each rental Unit and such other information as the Agency may be required by law to obtain.

ARTICLE IV
PROPERTY MANAGEMENT AND MAINTENANCE

4.1 **Management Responsibilities**. The Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Agency shall have no responsibility over management of the Development. The Borrower shall retain a professional property management company approved by the Agency in its reasonable discretion to perform its management duties hereunder. A resident manager shall also be required. The Agency approves Eden Housing Management, Inc. as the initial property manager for the Development.

4.2 **Management Agent; Periodic Reports**. The Development shall at all times be managed by an experienced management agent reasonably acceptable to the Agency, with demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Borrower shall submit for the Agency's approval the identity of any proposed Management Agent. The Borrower shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the Agency to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the Agency shall approve the proposed Management Agent by notifying the Borrower in writing. Unless the proposed Management Agent is disapproved by the Agency within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

4.3 **Performance Review**. The Agency reserves the right to conduct an annual (or more frequently, if deemed necessary by the Agency) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the Agency to determine if the Development is being operated and managed in accordance with the requirements and

standards of this Agreement. The Borrower shall cooperate with the Agency in such reviews.

4.4 **Replacement of Management Agent**. If, as a result of a periodic review, the Agency determines in its reasonable judgement that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the Agency shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days of receipt by Borrower of such written notice, Agency staff and the Developer shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, Agency staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in Section 5.2 above and approved by the Agency pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute default under this Agreement.

4.5 **Approval of Management Policies**. The Borrower shall submit its written management policies with respect to the Development to the Agency for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

4.6 **Property Maintenance**. The Borrower agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials.

ARTICLE V
MISCELLANEOUS

5.1 **Term**. The provisions of this Agreement shall apply to Borrower's fee interest in the Property for the entire Term even if the entire Loan is paid in full prior to the end of the Term.

This Agreement shall bind any successor, heir or assign of the Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the Agency. The Agency made the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

5.2 **Covenants to Run With the Land**. The Agency and the Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the Agency expressly releases such conveyed portion of the Property from the requirements of this Agreement.

5.3 **Preference to Displacees**. Borrower shall give a preference in the rental of any Units to eligible households displaced by activity of the Agency or the City of Livermore.

5.4 **Enforcement by the Agency**. If the Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the Agency has notified the Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, or the Borrower has failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure, the Agency shall have the right to bring an action at law or in equity to compel the Borrower's performance of its obligations under this Agreement, and/or for damages or the Agency may exercise any other remedy provided by law.

5.5 **Attorneys Fees and Costs**. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees which includes reasonable costs of in-house counsel. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

5.6 **Recording and Filing**. The Agency and the Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Alameda.

5.7 **Governing Law**. This Agreement shall be governed by the laws of the State of California.

5.8 **Waiver of Requirements**. Any of the requirements of this Agreement may be expressly waived by the Agency in writing, but no waiver by the Agreement of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

5.9 **Amendments**. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Alameda.

5.10 **Notices**. Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Agency: Redevelopment Agency of the
City of Livermore
1052 So. Livermore Ave.
Livermore, CA 94550
Attn: Economic Development Director

Borrower: Livermore Housing Associates
561 A Street
Hayward, CA 94541
Attn: Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

5.11 **Severability**. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

5.12 **Mandatory Language in All Subsequent Deeds, Leases and Contracts**. All deeds, leases or contracts made or entered into by the Borrower, its successors or assigns, as to any portion of the Property shall contain therein the following language:

(a) In Deeds:

"Grantee herein covenants by and for itself, its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation,

marital status, national origin, ancestry, familial status or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land".

(b) In Leases:

"The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns and all persons claiming under the lessee or through the lessee that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status or handicap in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased".

(c) In Contracts:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land".

IN WITNESS WHEREOF, the Agency and the Borrower have executed this Agreement by duly authorized representatives, all on the date first written above.

Borrower:

LIVERMORE HOUSING ASSOCIATES,
a California Limited Partnership

By: Baywood Apartments, Inc., a California nonprofit public benefit corporation, its general partner

By:_____

Its:_____

Agency:

ATTEST:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic

By: _____

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Agency Counsel

EXHIBIT F

INSURANCE REQUIREMENTS

Borrower shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Loan.

a. Minimum Scope of Service.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

b. Minimum Limits of Insurance.

Borrower shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form 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.

c. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials and employees; or the Borrower shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions.

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

1. The Agency and the City of Livermore, their officers, officials, and employees are to be covered as

additional insureds as respects: liability arising out of activities performed by or on behalf of the Borrower; products and completed operations of the Borrower; premises owned, occupied or used by the Borrower, or automobiles owned, leased, hired or borrowed by the Borrower. The coverage shall contain no special limitations on the scope of protection afforded to the Agency or the City of Livermore, its officers, officials or employees. The endorsement shall be provided on the CD 2018 11/85.

Borrower shall require the general contractor and subcontractors performing services in connection with the project to comply with the above additional insured requirement, with the one exception that the additional insured endorsement provided by the general contractor and subcontractors shall be form CG2010 11/93 or equivalent. In addition, Borrower shall require the general contractor and subcontractors to carry a minimum of $1,000,000 Workers Compensation Insurance and Employer's Liability coverage.

2. For any claims related to this project, the Borrower shall require that the general contractor and subcontractors' General Liability and Automobile Liability insurance coverage to be primary insurance as respects the Agency, it's officers, officials or employees. Borrower shall require that any insurance or self-insurance maintained by Agency, it's officers, officials or employees be excess of the general contractor and subcontractors' General Liability and Automobile Liability insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect coverage provided to the Agency, its officers, officials or employees.

4. The Borrower'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 suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Agency.

Acceptability of Insurers.

Insurance is to be placed with insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the Agency.

Verification of Coverage.

Borrower shall furnish the Agency with original Certificates of Insurance and endorsements effecting coverage required by this clause. The Certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf, and are to be received and approved by the Agency before the Loan is issued. At the request of the Agency, the Borrower may be required to provide complete, certified copies of all required insurance policies effecting the coverage required by these specifications.

HARD #551569 SHS.

DECLARATION OF RESTRICTIVE COVENANTS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Redevelopment Agency of
the City of Livermore
1052 So. Livermore Ave.
Livermore, CA 94550
Attn: Agency Administrator

No fee for recording pursuant to
Government Code Section 27383

WE HEREBY CERTIFY THAT THIS IS A FULL, TRUE AND EXACT COPY OF THE ORIGINAL DOCUMENT AS THE SAME APPEARS IN THE OFFICE OF THE COUNTY RECORDER OF Alameda COUNTY, STATE OF CALIFORNIA RECORDED ON 1-29-98
IN BOOK ____ OF OFFICIAL RECORDS
AT PAGE ____ SERIAL NO. 98-32567
NORTH AMERICAN TITLE CO., INC.

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of this 27th day of January, 1998 by and between the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Agency"), and Livermore Housing Associates, a California Limited Partnership (the "Borrower").

RECITALS

A. The Agency wishes to promote the development of more affordable rental housing in the Livermore community and to provide a greater choice of housing opportunities for persons and families of low income.

B. The Borrower has acquired an approximately 3.7 acres parcel of real property located at 860 Herman Avenue in Livermore, California, as more particularly described in Exhibit A (the "Property"), to develop approximately seventy-two (72) units of rental housing affordable to very low-income and moderate income households (the "Development").

C. The Agency and the Borrower entered into that certain Loan Agreement dated June 23, 1997 pursuant to which the Agency extended a loan to Borrower in an amount not to exceed Four Million Two Hundred Forty Thousand Dollars ($4,240,000) (the "Loan") to permanently finance acquisition, construction, and general development costs associated with the Development and in order to help achieve financial feasibility for the Development and maximize the affordability of the rental housing.

D. The funds used by the Agency to loan to the Borrower were derived from the Low and Moderate Income Housing Fund.

Pursuant to California Health and Safety Code Section 33334.2 et seq., the Agency must restrict housing assisted with funds derived from the Low and Moderate Income Housing Fund, so that the housing remains affordable to low and moderate income households for the longest feasible time. This Agreement is intended to implement the requirements of California Health and Safety Code Section 33334.2 et seq.

E. The Agency agreed to loan funds to the Borrower on the condition that the Development be maintained and operated in accordance Sections 33334.2 et seq. and in accordance with additional restrictions concerning affordability, operation, and maintenance of the Development, as specified in this Agreement.

F. In addition, the Agency intends to apply the units in the Development, to the extent permitted by law, toward satisfaction of its project area housing production obligation under Health and Safety Code Section 33413(b)(2) for the Livermore Redevelopment Project Area. To serve this purpose, the Agency is restricting the units in the Development pursuant to this Agreement so that they remain affordable to households with incomes as specified herein for the longest feasible time.

G. In consideration of receipt of the funds under the Predevelopment Loan Agreement, the Borrower has further agreed to observe all the terms and conditions set forth below.

H. In order to ensure that the Development will be used and operated in accordance with these conditions and restrictions, the Agency and the Borrower wish to enter into this Agreement.

THEREFORE, the Agency and the Borrower hereby agree as follows.

ARTICLE I
DEFINITIONS

When used in this Agreement, the following terms shall have the respective meanings assigned to them in this Article 1.

1.1 **"ACTUAL HOUSEHOLD SIZE"** shall mean the actual number of persons in the applicable household.

1.2 **"ADJUSTED INCOME"** shall mean the total anticipated annual income of all persons in a household, as calculated in accordance with 25 California Code of Regulations Section 6914 or pursuant to a successor State housing program that utilizes a reasonably similar method of calculation of adjusted income. In the event that no such program exists, the Agency shall provide the Borrower with a reasonably similar method of calculation of adjusted income as provided in said Section 6914.

1.3 **"AGENCY"** shall mean the Redevelopment Agency of the City of Livermore.

1.4 **"AGREEMENT"** shall mean this Declaration of Restrictive Covenants.

1.5 **"BORROWER"** shall mean Livermore Housing Associates, a California Limited Partnership.

1.6 **"DEVELOPMENT"** shall mean the Borrower's fee interest in the Property and the approximately seventy-two (72) units developed by the Borrower.

1.7 **"LOAN"** shall mean all funds loaned to the Borrower pursuant to the Loan Agreement.

1.8 **"LOAN Agreement"** shall mean the Loan Agreement entered into by and between the Agency and the Borrower of even date herewith.

1.9 **"LOW INCOME HOUSEHOLD"** shall mean a household with an Adjusted Income that does not exceed sixty percent (60%) of Median Income, adjusted for Actual Household Size.

1.10 **"LOW INCOME UNITS"** shall mean the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Low Income Households.

1.11 **"MEDIAN INCOME"** shall mean the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Alameda, California as determined by the U.S Department of Housing and Urban Development and as published from time to time by the State of California Department of Housing and Community Development. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the Agency shall provide the Borrower with other income determinations which are reasonably similar with respect to methods of calculation to those previously published by the State.

1.12 **"MODERATE INCOME HOUSEHOLD"** shall mean a household with an Adjusted Income which does not exceed ninety percent (90%) of Median Income, adjusted for Actual Household Size.

1.13 **"MODERATE INCOME UNITS"** shall mean the Units which, pursuant to Section 2.1(c) below, are required to be occupied by Moderate Income Households.

1.14 **"NOTE"** shall mean the promissory note from the Borrower to the Agency evidencing all or any part of the Loan.

1.15 **"PROPERTY"** shall mean the real property described in Exhibit A attached hereto and incorporated herein.

1.16 **"RENT"** shall mean the total of monthly payments by the Tenant of a Unit for the following: (1) use and occupancy of the Unit and land and associated facilities, including parking; (2) any separately charged fees or service charges assessed by the Borrower which are required of all Tenants, other than security deposits; (3) the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service, cable television service or any other utility or service permitted to be excluded from the calculation of Rent pursuant to the terms of 25 California Code of Regulations Section 6918; and (4) any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Borrower, and paid by the Tenant.

1.17 **"TENANT"** shall mean a household occupying a Unit.

1.18 **"TERM"** shall mean the term of this Agreement, which shall commence on the date that this Agreement is recorded in the Official Records of the County of Alameda and shall continue in effect for fifty-five (55) years following the date of recording.

1.19 **"UNIT"** shall mean one of the seventy two (72) units comprising the Development.

1.20 **"VERY LOW INCOME HOUSEHOLD"** shall mean a household with an Adjusted Income that does not exceed the qualifying limits for very low income households, adjusted for Actual Household Size, as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, and as published by the State of California Department of Housing and Community Development.

1.21 **"VERY LOW INCOME UNITS"** shall mean the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

ARTICLE II
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirement.

(a) Very Low Income Units. Eighteen (18) of the Units shall be rented to and occupied by or, if vacant, available for

occupancy by Very Low Income Households. The Very Low Income Units shall have the following bedroom mixes:

No. of Units	Bedrooms
4	one bedroom
6	two bedroom
8	three bedroom

(b) Low Income Units. Seventeen (17) of the Units shall be rented to and occupied by or, if vacant, available for occupancy by Low Income Households. The Low Income Units will have the following bedroom sizes:

No. of Units	Bedrooms
0	one bedroom
8	two bedroom
9	three bedroom

(c) Moderate Income Units. The remaining thirty-seven (37) Units shall be rented to and occupied by or, if vacant, available for occupancy by Moderate Income Households.

2.2 **Allowable Rent**

(a) Very Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Very Low Income Units shall not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for family size appropriate to the Unit.

(b) Low Income Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Very Low Income Units shall not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for family size appropriate to the Unit.

(c) Moderate Income Rent. Subject to the provisions of Section 2.3 below, the Rent charged to Tenants of the Moderate Income Units shall not exceed one-twelfth of thirty percent (30%) of ninety percent (90%) of Median Income, adjusted for family size appropriate to the Unit.

(d) Assumed Household Size. While any federal Low-Income Housing Tax Credit regulatory agreement is in force, the Borrower shall use the assumed household sizes per Unit that is required by the Low Income Housing Tax Credit program. Twelve (12) months prior to the expiration of the Low-Income Housing Tax Credit regulatory agreement, the Borrower and the Agency shall

meet to determine whether the Community Redevelopment Law requires Borrower to change the assumed household sizes per Unit. If no change is required, Borrower may continue to use the assumed household sizes which were required by the Low Income Housing Tax Credit program.

2.3 **Nondiscrimination**. All of the Units shall be available for occupancy on a continuous basis to members of the general public who are income eligible. The Borrower shall not give preference to any particular class or group of persons in renting the Units, except to the extent that the Units are required to be leased to an income eligible household. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. AFDC or SSI), ancestry, or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor shall the Borrower or any person claiming under or through the Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit. All deeds, leases or contracts made or entered into by the Borrower as to the Units or the Development or portion thereof, shall contain covenants concerning discrimination as prescribed in Section 4.11 below.

ARTICLE III
INCOME CERTIFICATION AND REPORTING

3.1 **Income Certification**. The Borrower will obtain, complete and maintain on file, prior to initial occupancy and annually thereafter, income certifications from each Tenant renting any of the Units in substantially the form approved by the Agency. Copies of Tenant income certifications shall be available to the Agency upon request.

3.2 **Records**. The Borrower shall maintain complete, accurate and current records pertaining to the Development, and shall permit any duly authorized representative of the Agency to inspect records, including records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development shall at all times be kept separate and identifiable from any other business of the Borrower and shall be maintained as required by the Agency, in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Agency. The Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least three (3) years.

3.3 **Annual Report to Agency**. Each year the Borrower shall submit an annual report to the Agency, in a form approved by the Agency. The annual report shall include for each Unit covered by this Agreement, the Rent and the income and household size of the household occupying the Unit. The report shall also state the date the tenancy commenced for each rental Unit and such other information as the Agency may be required by law to obtain.

ARTICLE IV
PROPERTY MANAGEMENT AND MAINTENANCE

4.1 **Management Responsibilities**. The Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The Agency shall have no responsibility over management of the Development. The Borrower shall retain a professional property management company approved by the Agency in its reasonable discretion to perform its management duties hereunder. A resident manager shall also be required. The Agency approves Eden Housing Management, Inc. as the initial property manager for the Development.

4.2 **Management Agent; Periodic Reports**. The Development shall at all times be managed by an experienced management agent reasonably acceptable to the Agency, with demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (as approved, the "Management Agent"). The Borrower shall submit for the Agency's approval the identity of any proposed Management Agent. The Borrower shall also submit such additional information about the background, experience and financial condition of any proposed Management Agent as is reasonably necessary for the Agency to determine whether the proposed Management Agent meets the standard for a qualified Management Agent set forth above. If the proposed Management Agent meets the standard for a qualified Management Agent set forth above, the Agency shall approve the proposed Management Agent by notifying the Borrower in writing. Unless the proposed Management Agent is disapproved by the Agency within thirty (30) days, which disapproval shall state with reasonable specificity the basis for disapproval, it shall be deemed approved.

4.3 **Performance Review**. The Agency reserves the right to conduct an annual (or more frequently, if deemed necessary by the Agency) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the Agency to determine if the Development is being operated and managed in accordance with the requirements and

standards of this Agreement. The Borrower shall cooperate with the Agency in such reviews.

4.4 **Replacement of Management Agent**. If, as a result of a periodic review, the Agency determines in its reasonable judgement that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the Agency shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days of receipt by Borrower of such written notice, Agency staff and the Developer shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, Agency staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a Management Agent set forth in Section 5.2 above and approved by the Agency pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the contract can be terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section shall constitute default under this Agreement.

4.5 **Approval of Management Policies**. The Borrower shall submit its written management policies with respect to the Development to the Agency for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

4.6 **Property Maintenance**. The Borrower agrees, for the entire Term of this Agreement, to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials.

ARTICLE V
MISCELLANEOUS

5.1 **Term**. The provisions of this Agreement shall apply to Borrower's fee interest in the Property for the entire Term even if the entire Loan is paid in full prior to the end of the Term.

This Agreement shall bind any successor, heir or assign of the Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the Agency. The Agency made the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

5.2 **Covenants to Run With the Land**. The Agency and the Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the Agency expressly releases such conveyed portion of the Property from the requirements of this Agreement.

5.3 **Preference to Displacees**. Borrower shall give a preference in the rental of any Units to eligible households displaced by activity of the Agency or the City of Livermore.

5.4 **Enforcement by the Agency**. If the Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the Agency has notified the Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, or the Borrower has failed to commence to cure within thirty (30) days and thereafter diligently pursue such cure, the Agency shall have the right to bring an action at law or in equity to compel the Borrower's performance of its obligations under this Agreement, and/or for damages or the Agency may exercise any other remedy provided by law.

5.5 **Attorneys Fees and Costs**. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including reasonable attorneys' fees which includes reasonable costs of in-house counsel. This section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

5.6 **Recording and Filing**. The Agency and the Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Alameda.

5.7 **Governing Law**. This Agreement shall be governed by the laws of the State of California.

5.8 **Waiver of Requirements**. Any of the requirements of this Agreement may be expressly waived by the Agency in writing, but no waiver by the Agreement of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

5.9 **Amendments**. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title, and duly recorded in the real property records of the County of Alameda.

5.10 **Notices**. Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Agency: Redevelopment Agency of the
City of Livermore
1052 So. Livermore Ave.
Livermore, CA 94550
Attn: Economic Development Director

Borrower: Livermore Housing Associates
561 A Street
Hayward, CA 94541
Attn: Executive Director

Such addresses may be changed by notice to the other party given in the same manner as provided above.

5.11 **Severability**. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

5.12 **Mandatory Language in All Subsequent Deeds, Leases and Contracts**. All deeds, leases or contracts made or entered into by the Borrower, its successors or assigns, as to any portion of the Property shall contain therein the following language:

(a) In Deeds:

"Grantee herein covenants by and for itself, its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation,

marital status, national origin, ancestry, familial status or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land".

(b) In Leases:

"The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns and all persons claiming under the lessee or through the lessee that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status or handicap in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased".

(c) In Contracts:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status or handicap in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land".

IN WITNESS WHEREOF, the Agency and the Borrower have executed this Agreement by duly authorized representatives, all on the date first written above.

Borrower:

LIVERMORE HOUSING ASSOCIATES,
a California Limited Partnership

By: Baywood Apartments, Inc., a California nonprofit public benefit corporation, its general partner

By: _____

Its: Catherine A. Merschel
Executive Director

Agency:

ATTEST:

REDEVELOPMENT AGENCY OF THE CITY OF LIVERMORE, a public body corporate and politic

By: _____

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Agency Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT No. 5907

State of California

County of Alameda

On December 22 1997 (DATE) before me, Blair Miller, Notary Public (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"),

personally appeared Catherine A. Merschel (NAME(S) OF SIGNER(S)),

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

BLAIR L. MILLER
COMM. # 1050809
Notary Public — California
ALAMEDA COUNTY
My Comm. Expires JAN 29, 1999

WITNESS my hand and official seal.

Blair L Miller
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☒ CORPORATE OFFICER
Executive Director
TITLE(S)

☒ PARTNER(S) ☐ LIMITED ☒ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)
Baywood Apartments Inc
of of Livermore Housing Associates

DESCRIPTION OF ATTACHED DOCUMENT

~~Copy~~ Original 1 of 3
Declaration of Restrictive Covenants
TITLE OR TYPE OF DOCUMENT

12
NUMBER OF PAGES

Undated - January 1998
DATE OF DOCUMENT

Livermore Redevelopment Agency
SIGNER(S) OTHER THAN NAMED ABOVE

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EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Description: The land referred to herein is situated in the State of California, County of ALAMEDA, City of LIVERMORE, and is described as follows:

PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, IN TOWNSHIP 2 SOUTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF ROAD 40 FEET WIDE KNOWN AS HERMAN AVENUE, DISTANT THEREON 660 FEET SOUTHERLY FROM THE CENTER LINE OF ROAD 40 FEET WIDE KNOWN AS SCENIC AVENUE; AND RUNNING THENCE ALONG SAID LINE OF HERMAN AVENUE SOUTHERLY 220 FEET; THENCE AT RIGHT ANGLES WESTERLY 990 FEET; THENCE AT RIGHT ANGLES NORTHERLY 220 FEET; AND THENCE AT RIGHT ANGLES EASTERLY 990 FEET POINT OF BEGINNING.

EXCEPTING THEREFROM, THE EASTERN 20 FEET THEREOF, BEING THAT PORTION THEREOF LYING WITHIN THE LINES OF SAID HERMAN AVENUE.

A.P. NO.: 998-5351-14

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

On January 12, 1998 before me, Alice Calvert, City Clerk,
personally appeared Richard Byron, Mayor,
CITY OF LIVERMORE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Alice Calvert

(This area for official City seal.)

PROMISSORY NOTE

Livermore, California

$4,240,000 January 24, 1998

FOR VALUE RECEIVED, Livermore Housing Associates, a California Limited Partnership (the "Borrower"), whose address is 561 A Street, Hayward, California, 94541, hereby promises to pay to the order of the Redevelopment Agency of the City of Livermore, a public body corporate and politic (the "Lender"), whose address is 1052 South Livermore Ave., Livermore, California 94550, the principal amount equal to Four Million Two Hundred Forty Thousand Dollars ($4,240,000), or so much thereof as may be advanced by Lender to the Borrower, together with interest thereon, as set forth below.

1. **BORROWER'S OBLIGATION.** This promissory note (the "Note") evidences the Borrower's obligation to pay Lender the principal amount of Four Million Two Hundred Forty Thousand Dollars ($4,240,000) for funds loaned to the Borrower by Lender to finance acquisition of the Property and development of the Improvements (the "Loan").

2. **INTEREST.** The Note shall bear simple interest at the rate of three percent (3.00%) per annum on the principal outstanding from the date of the Closing of the Permanent Loans.

3. **AMOUNT AND TIME OF PAYMENT.** The principal and all current and accrued interest of the Loan shall be due and payable on the earlier of (a) fifty-five (55) years from the date of the Note, (b) the date the Property is sold or the Permanent Loan is refinanced or (c) an Event of Default by Borrower which has not been cured as provided for in this Loan Agreement.

4. **DEFINITIONS.** All initially capitalized terms in this Note shall have the definition ascribed to such term in Lender Loan Agreement. The following terms are defined in Lender Loan Agreement and repeated here for convenience of reference:

A. **"ANNUAL FINANCIAL STATEMENT"** means the financial statement of Operating Expenses and Revenues, prepared at Borrower's expense, by an independent certified accountant acceptable to Lender, which shall form the basis for determining the Residual Receipts.

B. **"OPERATING EXPENSES"** means debt service payments on the Permanent Loan, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Improvements, including but

maintenance, and management of the Improvements, including but not limited to painting, cleaning, repairs and alterations, landscaping, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, cash deposited into reserves for capital replacements of Development improvements in an amount not to exceed reserve requirements imposed by the Permanent Loan or any greater amount approved by Lender, cash deposited into an operating reserve in an amount not to exceed the amount required in connection with the Permanent Loan, or any greater amount approved by Lender, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, and tenant improvements that are not included in Development Costs. Operating Expenses may also include, with the prior approval of Lender, the costs including salary, benefits, supervision and overhead for an on-site one-half time staff member or the costs of a comparable service provider to coordinate the provision of social services to the tenants at the Development. The Operating Expenses may also include a partnership management fee not to exceed Twenty Thousand Dollars ($20,000) annually for first five year period beginning with the Closing of the Permanent Loans. Thereafter, the partnership management fee may be increased annually by the same percentage of the annual increase in the consumer price index for Alameda County with a maximum annual increase of five percent (5%). The partnership management fee shall be discontinued upon any conveyance of the Property unless otherwise approved by Lender. The Operating Expenses shall be reported in the Annual Financial Statement.

C. **"PAYMENT DATE"** means May 1, 2000 for the first payment and April 1st for each year thereafter until the Loan is paid in full or otherwise terminated.

D. **"RESIDUAL RECEIPTS"** means for any calendar year Revenues reduced by Operating Expenses.

E. **"REVENUE"** means all income derived from the Development, including but not limited to rent from the units, laundry operations, and parking fees.

5. **PAYMENTS.** Borrower shall make annual payments on the Loan from Residual Receipts. On or before each Payment Date the Borrower shall submit its Annual Financial Statement to Lender for the preceding calendar year together with an amount equal to Residual Receipts for the preceding calendar year. Lender shall review and approve such statement, or request revisions, within sixty (60) days after receipt. In the event that Lender disagrees with the amount and payment of Residual Receipts due to

Lender, Lender shall notify Borrower. In the event of an underpayment, Borrower shall promptly pay to Lender such understatement, but in any event, within twenty (20) days of notice of such understatement; provided, however, if Borrower does not agree with Lender and a mutually acceptable resolution cannot be reached within sixty (60) days of Lender's notice of understatement to Borrower, the matter shall be submitted to arbitration under the rules of the American Arbitration Association. In the event that Lender determines that there is an overpayment in the amount and payment of Residual Receipts due to Lender, Lender shall promptly pay to Borrower the amount of overpayment, but in any event, within twenty (20) days of such determination. Any payments made by Borrower pursuant to this Section shall be applied first to pay current annual interest due, then the cumulative interest owed, and then to reduce the principal amount of the Loan. In any event principal and all current and accrued interest of the Loan shall be due and payable as provided in Section 3 above.

6. **PLACE AND MANNER OF PAYMENT.** All amounts due and payable under this Note are payable at the office of Lender at the address set forth above, or at such other place as Lender may designate to the Borrower in writing from time to time, in any coin or currency of the United States which on the respective dates of payment thereof shall be legal tender for the payment of public and private debts.

7. **APPLICATION OF RESIDUAL RECEIPTS.** The payments by Borrower shall be applied first to pay current annual interest due, then the cumulative interest owed, and then to reduce the principal amount of the Loan.

8. **DEFAULT AND ACCELERATION.** This Note is secured by a Deed of Trust. All covenants, conditions and agreements contained in the Deed of Trust and the Loan Agreement are hereby made a part of this Note. Borrower agrees that the unpaid balance of the then principal amount of this Note, shall, at the option of Lender, become immediately due and payable upon any Event of Default as defined in the Loan Agreement which has not been cured pursuant to that Loan Agreement, including without limitation the failure of Borrower to make any payment when due. Upon any Event of Default and the expiration of any applicable notice and cure periods, Lender may exercise any other right or remedy permitted under the Loan Documents.

9. **NO OFFSET.** Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

10. **WAIVERS.** Presentment, notice of dishonor, and protest are waived by all makers, sureties, guarantors, and endorsers of this Note, if any.

11. **CONSENTS AND APPROVALS.** Any consent or approval of Lender required under this Note shall not be unreasonably withheld or delayed.

12. **NOTICES.** Any approval, notice, direction, consent request or other action by Lender shall be in writing and may be communicated to the Borrower at the principal office of the Borrower set forth above, or at such other place or places as the Borrower shall designate in writing, from time to time, for the receipt of communications from Lender.

13. **BINDING UPON SUCCESSORS.** All provisions of this Note shall be binding upon and inure to the benefit of the successors-in-interest, transferees, and assigns of the Borrower and Lender.

14. **GOVERNING LAW.** This Note shall be interpreted under and governed by the laws of the State of California, except for those provisions relating to choice of law and those provisions preempted by federal law.

15. **SEVERABILITY.** Every provision of this Note is intended to be severable. If any provision of this Note shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. **TIME.** Time is of the essence in this Note.

17. **ATTORNEYS' FEES AND COSTS.** In the event any legal action is commenced to enforce the terms of this Note, the prevailing party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

18. **WAIVER.** Any waiver by Lender of any obligation in this Note must be in writing. No waiver shall be implied from any failure of Lender to take, or any delay or failure by Lender to take action on any breach or default by the Borrower or to pursue any remedy allowed under this Note or applicable law. Any extension of time granted to the Borrower to perform any obligation under this Note shall not operate as a waiver or release from any of its obligations under this Note.

19. **AMENDMENTS AND MODIFICATIONS.** Any amendments or modifications to this Note must be in writing, and shall be made only if executed by both the Borrower and Lender.

20. **NONRECOURSE.** Except as expressly provided in the second paragraph of this Section 20, the Borrower, and the Borrower's partners, officers, directors, employees and agents shall not have any direct or indirect personal liability for payment of the principal of, or interest on, this Note. The sole recourse of the Lender with respect to the principal of, or interest on, the Note shall be to the property securing the indebtedness evidenced by the Note. However, that nothing contained in the foregoing limitation of liability shall (a) limit or impair the enforcement against all such security for the Note or (b) be deemed in any way to impair the right of the Lender to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto.

The foregoing limitation of liability is intended to apply only to the obligation for the repayment of the principal of, and payment of interest on the Note, except as hereafter set forth; nothing contained herein is intended to relieve the Borrower of personal liability to the extent of actual damages for (1) Borrower's fraud or willful misrepresentation; (2) the failure to pay taxes, assessments or other charges (which are not contested by Borrower in good faith) which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (3) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust or other Loan Documents; (4) the material misapplication of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property; (5) the Borrower's indemnification obligations under Article 6 and Article 7 of the Loan Agreement; and (6) payment to the Lender of any rental income or other income arising with respect to the Property received by the Borrower after the Lender has given notice to the Borrower of the occurrence of an Event of Default and after the expiration of all applicable notice and cure periods, subject to the rights of any lender providing a loan secured by the Property to which the Lender has subordinated the Deed of Trust.

21. **LOAN AGREEMENT CONTROLS.** In the event that any provisions of this Note and the Loan Agreement conflict, the terms of the Loan Agreement shall control.

22. **CAPITALIZED TERMS.** All capitalized terms not defined herein shall have the meaning set forth in the Loan Agreement.

BORROWER

LIVERMORE HOUSING ASSOCIATES, a California Limited Partnership

By: Baywood Apartments, Inc., a California nonprofit public benefit corporation, its general partner

By: _____

Its: Catherine A. Merschel
Executive Director

304\16\107000.03

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO EXECUTE THE ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF LOAN DOCUMENTS AND THE SUBORDINATION AND INTERCREDITOR AGREEMENT WITH OWLS LANDING, L.P. FOR THE OWL'S LANDING AFFORDABLE HOUSING PROJECT IN THE FORM SUBSTANTIALLY ATTACHED TO THE RESOLUTION AND AUTHORIZATION FOR THE CITY MANAGER AND CITY ATTORNEY TO APPROVE THE FINAL FORM OF THE DOCUMENT

Owls Landing was originally developed in 1998 with financial assistance from the City's former Redevelopment Agency, resulting in 72 affordable rental units for households earning up to 60% of Area Median Income. Eden Housing now proposes transferring the property to a new limited partnership, Owls Landing, L.P., which will acquire, rehabilitate, and continue operating the site as affordable housing. Planned rehabilitation work includes building repairs, roof replacement, accessibility upgrades, and various mechanical, plumbing, and site improvements.

To support the transfer, the owner requests assignment of the City's original loan to the new partnership along with amendments to the City's loan documents updating the loan balance to approximately $7.1 million, adjusting the interest rate, clarifying unit restrictions, and modifying the residual receipts payment structure to align with standard public-lender practice. The project will also obtain a new first mortgage to finance rehabilitation, requiring the City loan to be subordinated through a Subordination and Intercreditor Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it authorizes the City Manager, or her designee to:

1. Execute the Assignment and Assumption and Amendment of Loan Documents with Owls Landing, L.P. for the Owl's Landing Affordable Housing Project in substantial conformance with the agreement attached as Exhibit A.

2. Determine the Applicable Federal Rate of interest to be included in the Assignment and Assumption and Amendment of Loan Documents with Owls Landing, L.P. prior to execution.

3. Execute the Subordination and Intercreditor Agreement with Owls Landing, L.P. and Capital One, National Association, for the Owls Landing Affordable Housing Project in substantial conformance with the agreement attached as Exhibit B.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – Assignment and Assumption and Amendment
Exhibit B – Subordination and Intercreditor Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Livermore
1052 S. Livermore Ave
Livermore, CA 94551
Attn: City Clerks

APN: 998-5351-14 Space above this line for Recorder's use.

ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF LOAN DOCUMENTS

This ASSIGNMENT AND ASSUMPTION AND AMENDMENT OF LOAN DOCUMENTS (the "Amendment") is entered into as of _____, 2026, by and among **LIVERMORE HOUSING ASSOCIATES**, A California Limited Partnership (the "Assignor"), **OWLS LANDING, L.P.**, a California limited partnership (the "Assignee" or "Borrower"), and **THE CITY OF LIVERMORE**, a public body, corporate and politic, as the successor entity to the former Redevelopment Agency of the City of Livermore (the "City") with reference to the following facts:

A. Pursuant to the Assignor's development of that certain 72-unit low-income multifamily housing project commonly known as Owls Landing (the "Project"), which is situated on that certain parcel located in the City of Livermore, California as more particularly described at Exhibit A attached hereto, the City made a loan to the Assignor in the original principal amount of $4,240,000 (the "Loan"). The Loan is evidenced by that certain Loan city Agreement dated January 12, 1998 (the "Loan Agreement"), that certain Promissory Note in favor of the City dated January 12, 1998 (the "Note"), that certain Construction and Permanent Deed of Trust and Assignment of Rents for the benefit of the City dated January 12, 1998 and recorded in the Alameda County Official Records (the "Official Records") on January 29, 1998 as instrument number 9832966 (the "Deed of Trust") and that certain Declaration of Restrictive Covenants dated January 12, 1998 and recorded in the Official Records on January 29, 1998 as instrument number 98032967 (the "Declaration"). The Loan Agreement, Note, Deed of Trust, Declaration, and any other documents evidencing or securing the Loan shall collectively be referred to herein as the "Loan Documents." Capitalized terms used in this Amendment with respect to the Loan and not otherwise defined shall have the meaning set forth in the Loan Documents.

B. The Assignee (henceforth, the "Borrower" under the Loan Documents) is acquiring the Project from the Assignor for purposes of rehabilitating, improving, owning, and operating the Project.

C. Pursuant to this Amendment, Assignor, with the consent of the City, will assign to Assignee, and Assignee will accept the assignment from Assignor, of all of Assignor's rights, title, interest, and obligations with respect to the Loan Documents. Following the assignment of the Loan Documents from Assignor to Assignee, the Assignee and the City desires to release Assignor from all obligations in connection with the Loan Documents.

D. Assignee and the City desire to amend certain provisions of the Loan Documents as set forth below.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **Assignment and Assumption**. Assignor hereby assigns to Assignee all of its rights and obligations under the Loan Documents (collectively, the "Assignment"). Assignee hereby accepts the Assignment, assumes Assignor's obligation to repay the Loan, and assumes all obligations of Assignor under the Loan Documents. Henceforth, any reference to Assignor in the Loan Documents shall be deemed a reference to the Assignee.

2. **Consent to Assignment**. The City hereby consents to the assignment of the Loan Documents from Assignor to Assignee and, effective upon such assignment, the City releases Assignor from any and all obligations and liabilities thereunder.

3. **No Default; Estoppel Provisions**.

(a) The City acknowledges and agrees that as of the date hereof, to the actual knowledge of the City, without duty of inquiry or investigation, no event has occurred and is continuing which would constitute a default, and no event has occurred and is continuing which with notice or the passage of time or both, would be an event of default, under any of the Loan Documents.

(b) The City acknowledges and agrees that the Loan Documents are in full force and effect, as amended or modified by this Amendment.

4. **Amendments to Loan Agreement**. The Loan Agreement shall be amended as follows:

(a) All references to the Loan are hereby amended to reflect the outstanding principal balance on the Loan as of May 1, 2026 with an amount of Four Million Two Hundred Forty Thousand Dollars ($4,240,000) (the "Loan Principal Balance"). In addition, as of May 1, 2026, interest has accrued in the amount of Two Million Eight Hundred Fifty-Nine Thousand Seven Hundred Eight Dollars ($2,859,708) and will continue to accrue until the effective date of the assignment of the Loan to the Assignee and the acquisition date of the Development by the

Assignee ("Accrued Interest"), (collectively, the "Loan"). Pursuant to this Amendment, as of the effective date of the assignment of the Loan to the Assignee and the acquisition of the Development by the Assignee ("Effective Date"), the City agrees that the Loan Principal Balance plus Accrued Interest will continue to accrue interest at the applicable federal rate for long term debt published by the Internal Revenue Service for purposes of Internal Revenue Code Section 1274 which is [AFR%].

(b) Section 1.26 "Operating Expenses" definition shall be deleted in its entirety and replaced with the following:

> "Operating Expenses" means debt service payments on the Permanent Loan, actual, reasonable and customary costs, fees and expenses directly attributable to the operation, maintenance, and management of the Improvements, including but not limited to painting, cleaning, repairs and alterations, landscaping, utilities, rubbish removal, certificates, permits and licenses, sewer charges, real and personal property taxes and assessments, insurance, security, advertising, promotion and publicity, office, janitorial, cleaning and building supplies, cash deposited into reserves for capital replacements of Development improvements in an amount not to exceed reserve requirements imposed by the Permanent Loan or any greater amount approved by Lender, cash deposited into an operating reserve in an amount not to exceed the amount required in connection with the Permanent Loan, or any greater amount approved by Lender, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings, fees and expenses of accountants, attorneys, consultants and other professionals, and tenant improvements that are not included in Development Costs. Operating Expenses shall also include resident services costs; an annual asset management fee in the amount of $7,200, increasing 3% annually payable to the asset manager until the asset manager ceases to manage the asset including any accrued but unpaid portion thereof; an annual partnership management fee in the amount of $25,000, increasing 3% annually, including any accrued but unpaid portion thereof; deferred developer fees; payment of credit adjusters due to Borrower's limited partner and to repay loans made to Borrower by such limited partner; payment of operating deficit and development completion loans made to Borrower by Borrower's general partner; and other ordinary and reasonable operating expenses approved by Lender and not listed above. Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account, and any capital cost associated with the Project.

(c) Section 1.28 "Permanent Loans" definition shall be deleted in its entirety and replaced with the following:

"Permanent Loans" means the approved first lien priority construction loan made to Borrower by Capital One, National Association and, upon repayment of that loan, the first lien priority permanent loan made to Borrower by Citibank, N.A..

(d) Section 2.3 shall be amended to reflect the new interest rate of [AFR% to be included prior to execution] _____%, compounding annually.

(e) Section 2.4 shall be deleted in its entirety and replaced as follows:

2.4 Term of Loan. The principal and all current and accrued interest of the Loan shall be due and payable on the earlier of (a) 56 years from the date this Amendment is recorded in the Official Records; (b) the date the Property is sold or refinanced without City's consent, provided however that Borrower may refinance the Permanent Loan with City's written agreement not to be unreasonably withheld, or Borrower may refinance the Permanent Loan without the prior consent of City, and City agrees to subordinate the City Loan to such refinancing, so long as the only terms being modified in the refinancing and associated subordination are limited to the interest rate, term of the loan, and refinance amount provided that the refinance amount does not exceed the then-outstanding principal balance of the Permanent Loan plus costs of refinancing the Permanent Loan, but only to the extent that such costs are both customary and not unreasonable in amount, but in no event shall such refinance amount exceed the original principal balance of the Permanent Loan.; or (c) an Event of Default by Borrower which has not been cured as provided for in this Loan Agreement.

(f) Section 2.7 shall be amended by adding the following at the end: "Notwithstanding anything to contrary contained herein, Borrower shall only be obligated to make annual repayments to City on the Loan in the amount of Fifty Percent (50%) of Residual Receipts."

(g) Section 5.10 shall be amended to add the following "Notwithstanding the foregoing, City acknowledges and agrees that one three-bedroom unit shall be an unrestricted manager's unit."

(h) For the avoidance of doubt, the City and Borrower agree that all income level and rent definitions shall reference the income limits and rents promulgated by the California Tax Credit Allocation Committee.

(i) The City acknowledges that all conditions precedent and covenants in the Agreement relating to the original Project, including the construction thereof, are hereby deemed to be satisfied or waived.

5. **Amendments to Note**. The Note is hereby amended as follows:

(a) The Note is hereby amended to the outstanding principal balance on the Loan as of May 1, 2026 with an amount of Four Million Two Hundred Forty Thousand Dollars ($4,240,000) (the "Loan Principal Balance"). In addition, as of May 1, 2026, interest has accrued in the amount of Two Million Eight Hundred Fifty-Nine Thousand Seven Hundred Eight Dollars ($2,859,708) and will continue to accrue until the effective date of the assignment of the Loan to the Assignee and the acquisition date of the Development by the Assignee ("Accrued Interest"), (collectively, the "Loan"). Pursuant to this Amendment, as of the effective date of the assignment of the Loan to the Assignee and the acquisition of the Development by the Assignee ("Effective Date"), the City agrees that the Loan Principal Balance plus Accrued Interest will continue to accrue interest at the applicable federal rate for long term debt published by the Internal Revenue Service for purposes of Internal Revenue Code Section 1274 which is [AFR%].
.

(b) Section 2 is amended to provide that interest on the Loan shall accrue from the date of this Amendment at [AFR%], compounding annually.

(c) Section 3 is hereby deleted and replaced as follows:

> 3. Amount and Time of Payment. T. The principal and all current and accrued interest of the Loan shall be due and payable on the earlier of (a) 56 years from the date this Amendment is recorded in the Official Records; (b) the date the Property is sold or refinanced without City's consent, provided however that Borrower may refinance the Permanent Loan with City's written agreement not to be unreasonably withheld, or Borrower may refinance the Permanent Loan without the prior consent of City, and City agrees to subordinate the City Loan to such refinancing, so long as the only terms being modified in the refinancing and associated subordination are limited to the interest rate, term of the loan, and refinance amount provided that the refinance amount does not exceed the then-outstanding principal balance of the Permanent Loan plus costs of refinancing the Permanent Loan, but only to the extent that such costs are both customary and not unreasonable in amount, but in no event shall such refinance amount exceed the original principal balance of the Permanent Loan.; or (c) an Event of Default by Borrower which has not been cured as provided for in this Loan Agreement.

(d) Section 4.b "Operating Expenses" definition is deleted in its entirety and replaced with the definition set forth in the amendment to Loan Agreement set forth in Section 4(b) of this Amendment.

(e) Section 5 is amended by adding the following at the end: "Notwithstanding anything to contrary contained herein, Borrower shall only be obligated to make annual repayments to City on the Loan in the amount of Fifty Percent (50%) of Residual Receipts."

6. **Amendment to the Declaration**. The Declaration is amended as follows:

(a) For the avoidance of doubt, the City and Borrower agree that all income level and rent definitions shall reference the income limits and rents promulgated by the California Tax Credit Allocation Committee.

(b) Section 1.18 "Term" shall be amended to be 56 years from the date this Amendment is recorded in the Official Records.

(c) Section 2.1(c) shall be amended to add the following "Notwithstanding the foregoing, City acknowledges and agrees that one three-bedroom unit shall be an unrestricted manager's unit."

7. **General Amendments Applicable to All Loan Documents**.

(a) All notices to Maker under the Loan Documents shall be sent to:

Owls Landing, L.P.
c/o Eden Housing, Inc.
22645 Grand St.,
Hayward, CA 94541

(b) All notices to City under the Loan Documents shall be sent to:

City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94551
Attn: City Clerks

(c) Prior to exercising remedies under the Loan Documents, City will give Assignee's tax credit investor limited partner (the "Limited Partner") a copy of any written notice it gives to Assignee under the Loan Documents at the following address:

NEF Assignment Corporation

540 W. Madison Street
Suite 1900
Chicago, Illinois 60661
Attention: General Counsel
Email: projectnotices@nefinc.org with subject line of SMT# 84757

With a copy to:

NEF Assignment Corporation
540 W. Madison Street
Suite 1900
Chicago, Illinois 60661
Attention: SVP Asset Management

With a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, Suite 5880
Los Angeles, CA 90071
Attention: Rachel Rosner

(d) If Limited Partner presents payment or otherwise cures a monetary or non-monetary default within the cure periods set forth in the Loan Documents, City will accept such action as curing the respective default under the Loan Documents.

(e) City approves Limited Partner's admission to Assignee. City will permit Limited Partner to transfer its limited partner interest to an affiliate of Limited Partner and transfer interests within the limited partner without consent. For purposes of this subparagraph, "affiliate" shall mean any entity in whom NEF or Assignee's limited partner owns a majority interest. City will permit Limited Partner to remove and/or replace the general partner of Assignee in accordance with Assignee's partnership agreement. City shall be provided with written notice of such replacement and City shall receive executed copies of any and all documents necessary to effect such replacement.

8. **Effective Date**. This Amendment shall be effective as of the date of recordation.

9. **Counterparts**. This Amendment may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

Livermore Housing Associates,
A California Limited Partnership

By: Baywood Apartments, Inc.,
a California nonprofit public benefit corporation,
its general partner

By: _____
Andrea Osgood,
Chief of Real Estate Development &
Executive Vice President

ASSIGNEE:

Owls Landing, L.P.,
a California limited partnership

By: Owls Landing LLC,
a California limited liability company,
its general partner

By: Eden Investments, Inc.,
a California nonprofit public benefit corporation,
a member and the manager

By: _____
Andrea Osgood, Chief of Real Estate Development &
Executive Vice President

CITY:

THE CITY OF LIVERMORE,
A public body, corporate and politic

By: _____
Name: Marianna A. Burch
It's: City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Daniel R. Gonzales
Deputy City Attorney

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 _____)

On_____ before me, _____, Notary Public, a Notary Public in and for said State, personally appeared,
_____, proved to me 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.

Signature_____

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 _____)

On_____ before me, _____, Notary Public, a Notary Public in and for said State, personally appeared,
_____, proved to me 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.

Signature_____

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 _____)

On_____ before me, _____, Notary Public, a Notary Public in and for said State, personally appeared,
_____, proved to me 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.

Signature_____

EXHIBIT A
LEGAL DESCRIPTION

That certain parcel of land situated in the County of Alameda, City of Livermore, State of California and more particularly described as follows:

PORTION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, IN TOWNSHIP 2 SOUTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF ROAD 40 FEET WIDE KNOWN AS HERMAN AVENUE, DISTANT THEREON 660 FEET SOUTHERLY FROM THE CENTER LINE OF ROAD 40 FEET WIDE KNOWN AS SCENIC AVENUE; AND RUNNING THENCE ALONG SAID LINE OF HERMAN AVENUE SOUTHERLY 220 FEET; THENCE AT RIGHT ANGLES WESTERLY 990 FEET; THENCE AT RIGHT ANGLES NORTHERLY 220 FEET; AND THENCE AT RIGHT ANGLES EASTERLY 990 FEET POINT OF BEGINNING.

EXCEPTING THEREFROM, THE EASTERN 20 FEET THEREOF, BEING THAT, PORTION THEREOF LYING WITHIN THE LINES OF SAID HERMAN AVENUE.
A.P. NO.: 998-5351-14

WHEN RECORDED MAIL TO:

Sidley Austin LLP
787 Seventh Avenue
New York, New York 10019
Attention: Aviva Yakren, Esq.

SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "**Agreement**") dated as of _____, 2026, is made by and between **THE CITY OF LIVERMORE**, a public body, corporate and politic, as the successor entity to the former Redevelopment Agency of the City of Livermore ("**Junior Lender**") and **CAPITAL ONE, NATIONAL ASSOCIATION**, a national banking association ("**Senior Lender**") and acknowledged by **OWLS LANDING, L.P.**, a California limited partnership ("**Borrower**"). The date of this Agreement as set forth above is for reference purposes only, and this Agreement will not be effective and binding until the Closing Date (as defined in the Borrower Loan Agreement).

RECITALS:

A. Borrower has applied to the California Housing Finance Agency, a public instrumentality and political subdivision of the State of California ("**Governmental Lender**"), for a loan (the "**Senior Loan**") for the acquisition, construction, rehabilitation, development, equipping and/or operation of a 72-unit multifamily rental housing project, located in the City of Livermore, Alameda County, California, known or to be known as Owls Landing (the "**Property**").

B. The Senior Loan is evidenced by (i) that certain Promissory Note (Borrower Loan Note) (Tax Exempt) in the maximum principal amount of $[____] (the "**Original Tax Exempt Note**") and (ii) that certain Promissory Note (Borrower Loan Note) (Taxable) in the maximum principal amount of $[____] (the "**Original Taxable Note**"), each dated as of the Closing Date, made by Borrower payable to the order of Governmental Lender (collectively, the "**Original Note**") and that certain Borrower Loan Agreement, dated as of the date hereof, by and between Borrower and Governmental Lender (the "**Borrower Loan Agreement**").

C. The Senior Loan is secured by, among other things, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the Closing Date hereof, executed by Borrower for the benefit of Governmental Lender (as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented, "**Original Security Instrument**"), which Original Security Instrument recorded concurrently herewith in Alameda County, California ("**Official Records**") encumbers the Property.

D. Borrower requested that Senior Lender enter into that certain Funding Loan Agreement, dated as of the date hereof, by and between Governmental Lender and Senior Lender, pursuant to which Senior Lender will make a loan to Governmental Lender (the "**Funding Loan**"), the proceeds of which will be used to make the Senior Loan to Borrower pursuant to the Borrower Loan Agreement.

E. The Senior Note, the Senior Security Instrument and the Borrower Loan Documents (as defined in the Borrower Loan Agreement) have each been assigned by Governmental Lender to Senior Lender to secure the Funding Loan. The Borrower and Senior Lender have entered into that certain Construction Disbursement Agreement dated as of the Closing Date (the "**Construction Disbursement Agreement**") regarding disbursement of the Senior Loan during construction and other matters more fully set forth therein.

F. Pursuant to that certain Forward Purchase Agreement, dated as of the date hereof ("**Forward Purchase Agreement**") by and among Senior Lender, Borrower and Citibank, N.A. ("**Permanent Lender**"), Senior Lender has agreed to sell and Permanent Lender has agreed to purchase, subject to the terms and conditions set forth therein, a portion of the principal amount of the Senior Loan (the "**Permanent Loan**"). In connection with such purchase, Senior Lender shall assign to Permanent Lender all its rights under the Senior Security Instrument, the Senior Note and certain of the Senior Loan Documents, and Permanent Lender shall assume the role of Senior Lender hereunder, with all rights and powers thereof on the "Conversion Date" (as defined in the Forward Purchase Agreement) (the "**Conversion Date**").

G. From and after the Conversion Date and the Permanent Lender's acquisition of a portion of the Senior Loan, the Senior Loan shall be evidenced by that certain Amended and Restated Multifamily Note, which note will be dated as of the Conversion Date (the "**Amended and Restated Senior Note**"), and shall be secured by that certain Amended and Restated Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("**Amended and Restated Senior Security Instrument**"), to be recorded in the Official Records on or around the Conversion Date. The Permanent Loan shall be governed by the terms of that certain Loan Covenant Agreement between Permanent Lender and Borrower (the "**Loan Covenant Agreement**"). Junior Lender acknowledges that if Permanent Lender should become the owner and holder of the Senior Loan, then Permanent Lender shall become the "Senior Lender" hereunder, the "Senior Note" shall be the Amended and Restated Note, the Amended and Restated Security Instrument shall be the Senior Security Instrument, and this Agreement shall continue to inure to the benefit of Permanent Lender, as Senior Lender, and its successors and assigns.

H. Junior Lender made a loan (the "**Junior Loan**") to Livermore Housing Associates, a California limited partnership (the "**Original Borrower**"), in the principal amount of $[7,009,708], which Junior Loan is being assumed by Borrower pursuant to that certain Assignment and Assumption and Amendment to Loan Documents, dated as of the Closing Date, by and among, Borrower, Original Borrower and Junior Lender (the "**Assignment and Assumption Agreement**"), which Junior Loan is evidenced by that certain Promissory Note, dated as of January 12, 1998, made by Original Borrower to Junior Lender and assumed by Borrower pursuant to the Assignment and Assumption Agreement (the "**Junior Note**") and secured by, the Junior Security Instrument (as hereinafter defined) encumbering the Property, and will be

advanced to Borrower pursuant to that certain Loan Agreement (the "**Junior Loan Agreement**"), dated as of January 12, 1998, between Borrower and Junior Lender.

I. As a condition to the making of the Senior Loan, Senior Lender requires that Junior Lender execute and deliver this Agreement prior to the making of the Junior Loan and the granting of the Junior Security Instrument by Borrower.

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the making of the Senior Loan and to induce Senior Lender to consent to the Junior Loan and the Junior Security Instrument, Junior Lender hereby agrees as follows:

1. **Definitions**. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Senior Security Instrument. As used in this Agreement, the terms set forth below shall have the respective meanings indicated:

"*Bankruptcy Proceeding*" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

"*Casualty*" means the occurrence of damage to or loss of any of the Property by fire or other casualty.

"Condemnation" means any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property, whether direct or indirect.

"Declaration" means that certain Declaration of Restrictive Covenants dated as of January 12, 1998, as assumed by the Borrower pursuant to the Assignment and Assumption Agreement, the Assignment and Assumption Agreement, dated as of the Closing Date by and between Junior Lender

"*Enforcement Action*" means any exercise of any of Junior Lender's remedies under the Declaration or the Junior Security Instrument or any of the other Junior Loan Documents, including, without limitation, any of the following: (i) the acceleration of all or any part of the Junior Indebtedness, (ii) the commencement of any judicial or non-judicial action or proceeding to enforce any obligation of Borrower under any of the Junior Loan Documents, collect any monies payable to Borrower or have a receiver appointed to collect any monies payable to Borrower, or foreclose the lien(s) created by the Junior Security Instrument, (iii) the filing or joining in the filing of any involuntary Bankruptcy Proceeding against Borrower or any person or entity which owns a direct or indirect interest in Borrower, (iv) the advertising of or commencement of any foreclosure or trustee's sale proceedings, (v) the exercise of any power of sale, (vi) the acceptance of a deed or assignment in lieu of foreclosure or sale, (vii) the collecting of Rents, (viii) the obtaining of or seeking of the appointment of a receiver, (ix) the seeking of default interest, (x) the taking of possession or control of any of the Property, (xi) the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Junior Note or any other of the Junior Loan Documents, (xii) the exercising of any banker's lien or rights of set-off or recoupment,

or (xiii) the taking of any other enforcement action against Borrower, any other party liable for any of the Junior Indebtedness or obligated under any of the Junior Loan Documents, or the Property.

"*Enforcement Action Notice*" means a written notice from Junior Lender to Senior Lender, given following a Junior Loan Default and the expiration of any notice or cure periods provided for such Junior Loan Default in the Junior Loan Documents, setting forth in reasonable detail the Enforcement Action proposed to be taken by Junior Lender.

"*Junior Indebtedness*" means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Junior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

"*Junior Loan Default*" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Junior Security Instrument or a default under the Declaration and the expiration of any notice or cure periods provided for such default in the Declaration, notwithstanding that the Declaration is not one of the Junior Loan Documents.

"*Junior Loan Documents*" means, collectively, the Junior Note, the Junior Security Instrument, the Junior Loan Agreement, and all other documents evidencing, securing or delivered in connection with the Junior Loan, all of which are listed on Exhibit B attached hereto, together with such modifications, amendments and supplements thereto as are approved in writing by Senior Lender prior to their execution, but expressly excluding the Declaration.

"*Junior Security Instrument*" means that certain Construction and Permanent Deed of Trust and Assignment of Rents, dated as of January 12, 1998, made by Original Borrower for the benefit of Junior Lender, as assumed by Borrower pursuant to the Assignment and Assumption Agreement, as the same may from time to time be extended, consolidated, substituted for, modified, amended or supplemented upon receipt of the consent of Senior Lender.

"*Loan Agreement*" means, collectively, the Borrower Loan Agreement and the Construction Disbursement Agreement.

"*Loss Proceeds*" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"*Property*" means (i) the land and improvements known or to be known as Owls Landing, located in the City of Livermore, Alameda County, State of California, which Property is more particularly described on Exhibit A attached hereto, and (ii) all furniture, fixtures and equipment located at such apartments and other property, accounts, deposits and rights and interests of Borrower encumbered by the Senior Security Instrument and/or the other Senior Loan Documents.

"*Senior Indebtedness*" means all indebtedness of any kind at any time evidenced or secured by, or arising under, the Senior Loan Documents, whether incurred, arising or accruing before or after the filing of any Bankruptcy Proceeding.

"*Senior Loan Default*" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Senior Security Instrument.

"*Senior Loan Documents*" means, collectively, the Senior Security Instrument, the Senior Note, the Loan Agreement and all of the other documents, instruments and agreements now or hereafter evidencing, securing or otherwise executed in connection with the Senior Loan, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented in accordance with the provisions of this Agreement. From and after the Conversion Date and Permanent Lender's purchase of the Senior Loan, all documents executed in connection with the Permanent Loan shall be deemed Senior Loan Documents, including, but not limited to the Loan Covenant Agreement, the Amended and Restated Senior Note and the Amended and Restated Senior Security Instrument.

"*Senior Note*" means the Original Note, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented. From and after the Conversion Date and the Permanent Lender's purchase of the Senior Loan, the Amended and Restated Senior Note shall be deemed the Senior Note.

"*Senior Security Instrument*" means the Original Security Instrument, as the same may from time to time be extended, consolidated, substituted for, modified, increased, amended and supplemented. From and after the Conversion Date and the Permanent Lender's purchase of the Senior Loan, the Amended and Restated Senior Security Instrument shall be deemed the Senior Security Instrument.

2. **Junior Loan and Junior Loan Documents are Subordinate; Acts by Senior Lender do not Affect Subordination**.

(a) Junior Lender hereby covenants and agrees on behalf of itself and its successors and permitted assigns that the Junior Indebtedness is and shall at all times continue to be, subordinate, subject and inferior (in payment and priority) to the prior payment in full of the Senior Indebtedness, and that the liens, rights, payment interests, priority interests and security interests granted to Junior Lender in connection with the Junior Loan and under the Junior Loan Documents are, and are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights, payment, priority and security interests granted to Senior Lender under the Senior Loan and the Senior Loan Documents and the terms, covenants, conditions, operations and effects thereof.

(b) Except as expressly set forth herein, repayment of the Junior Indebtedness, is and shall be postponed and subordinated to repayment in full of the Senior Loan. Prior to a Senior Loan Default (regardless of whether such Senior Loan Default occurs prior to or during the pendency of a Bankruptcy Proceeding), Junior Lender shall be entitled to receive and retain payments made pursuant to and in accordance with the terms of the Junior Loan Documents; provided, however, that no such payment is made more than ten (10) days in advance of the due date thereof. Junior Lender agrees that from and after such time as it has received from either Senior Lender or Borrower written notice that a Senior

Loan Default then exists (which has not been expressly waived in writing by Senior Lender) or otherwise has actual knowledge of such a Senior Loan Default, Junior Lender shall not receive or accept any payments under the Junior Loan. If (i) Junior Lender receives any payment, property, or asset of any kind or in any form on account of the Junior Indebtedness (including, without limitation, any proceeds from any Enforcement Action) after a Senior Loan Default of which Junior Lender has actual knowledge or has been given notice, or (ii) Junior Lender receives, voluntarily or involuntarily, by operation of law or otherwise, any payment, property, or asset in or in connection with any Bankruptcy Proceeding, such payment, property, or asset will be received and held in trust for Senior Lender. Junior Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets to Senior Lender. Senior Lender shall apply any payment, asset, or property so received from Junior Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender shall determine in its sole and absolute discretion.

(c) Without limiting the complete subordination of the Junior Indebtedness to the payment in full of the Senior Indebtedness, in any Bankruptcy Proceeding, upon any payment or distribution (whether in cash, property, securities, or otherwise) to creditors (i) the Senior Indebtedness shall first be paid in full in cash before Junior Lender shall be entitled to receive any payment or other distribution on account of or in respect of the Junior Indebtedness, and (ii) until all of the Senior Indebtedness is paid in full in cash, any payment or distribution to which Junior Lender would be entitled but for this Agreement (whether in cash, property, or other assets) shall be made to Senior Lender.

(d) The subordination of the Junior Indebtedness shall continue in the event that any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Indebtedness had not been made.

(e) The subordination of the Junior Loan Documents and of the Junior Indebtedness shall apply and continue notwithstanding (i) the actual date and time of execution, delivery, recording, filing or perfection of the Senior Security Instrument and other Senior Loan Documents and of the Junior Security Instrument and other Junior Loan Documents, and (ii) the availability of any collateral to Senior Lender, including the availability of any collateral other than the Property.

(f) By reason of, and without in any way limiting, the full subordination of the Junior Indebtedness and the Junior Loan Documents provided for in this Agreement, all rights and claims of Junior Lender under the Junior Security Instrument or under the Junior Loan Documents in or to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto, are expressly subject and subordinate in all respects to the rights and claims

of Senior Lender under the Senior Loan Documents in and to the Property or any portion thereof, the proceeds thereof, the Leases thereof, the Rents, issues and profits therefrom, and the Loss Proceeds payable with respect thereto.

(g) If Junior Lender, by indemnification, subrogation or otherwise, shall acquire any lien, estate, right or other interest in any of the Property, that lien, estate, right or other interest shall be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Junior Indebtedness and the Junior Loan Documents are subordinate pursuant to this Agreement.

(h) In confirmation, and not as a condition, of the subordination of the Junior Indebtedness and the Junior Loan Documents provided for in this Agreement, the Junior Note shall be deemed to contain a notice to the following effect:

> "The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of all amounts then due and payable (including, but not limited to, all amounts due and payable by virtue of any default or acceleration or upon maturity) with respect to the indebtedness evidenced by the Borrower Loan Note (as defined by that certain Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing by the Borrower in favor of the California Housing Finance Agency and assigned to Capital One, National Association), in the original aggregate maximum principal amount of $[___], executed by Borrower and payable to the California Housing Finance Agency and endorsed and assigned to Capital One, National Association ("Senior Lender"), to the extent and in the manner provided in that certain Subordination and Intercreditor Agreement, dated as of [May] 1, 2026, between Senior Lender and the holder of this Note (the "Subordination Agreement"). The rights and remedies of the payee and each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the "Junior Lender" under the Subordination Agreement."

(i) Junior Lender hereby acknowledges and agrees that Senior Lender may, without the consent or approval of Junior Lender, agree with Borrower to extend, consolidate, modify, increase or amend any or all the Senior Loan Documents and otherwise act or fail to act with respect to any matter set forth in any Senior Loan Document (including, without limitation, the exercise of any rights or remedies, waiver, forbearance or delay in enforcing any rights or remedies, the declaration of acceleration, the declaration of defaults or events of default, the release, in whole or in part, of any collateral or other property, and any consent, approval or waiver), and all such extensions, consolidations, modifications, amendments acts and omissions shall not release, impair or otherwise affect Junior Lender's obligations and agreements hereunder.

3. **Junior Lender Agreements**.

(a) Without the prior written consent of Senior Lender in each instance, Junior Lender shall not (i) amend, modify, waive, extend, renew or replace any provision of any of the Junior Loan Documents, or (ii) pledge, assign, transfer, convey, or sell any interest in the Junior Indebtedness or any of the Junior Loan Documents; or (iii) accept any payment on account of the Junior Indebtedness other than a regularly scheduled payment of interest or principal and interest made not earlier than ten (10) days prior to the due date thereof; or (iv) take any action which has the effect of increasing the Junior Indebtedness; or (v) appear in, defend or bring any action in connection with the Property; or (vi) take any action concerning environmental matters affecting the Property. Regardless of any contrary provision in the Junior Loan Documents, Junior Lender shall not collect payments for the purpose of escrowing for any cost or expense related to the Property or for any portion of the Junior Indebtedness.

(b) Junior Lender hereby agrees that Senior Lender may, at its option (but without any obligation to do so), at any time (including during the pendency of a Bankruptcy Proceeding), purchase the Junior Loan at par (and without liability for any prepayment premiums or liquidated damages set forth in the Junior Loan Documents). Such transfer and assignment of the Junior Loan shall be without representation or recourse, except that Junior Lender shall represent that it is the sole holder of the Junior Loan, that it has authority to assign and convey the Junior Loan Documents, that, to the best of its knowledge, there are no defaults or breaches under the Junior Loan Documents, and as to the total amount then outstanding under the Junior Loan. . Junior Lender shall give Senior Lender a concurrent copy of each notice of a Junior Loan Default, Enforcement Action Notice or other material notice given by Junior Lender under the Junior Loan Documents. Notwithstanding any contrary provision in the Junior Loan Documents, Senior Lender shall have the right, but shall not have any obligation, to cure any Junior Loan Default until ninety (90) days following Senior Lender's receipt of an Enforcement Action Notice given by Junior Lender as a consequence of the Junior Loan Default. Senior Lender shall not be subrogated to the rights of Junior Lender under the Junior Loan Documents by reason of Senior Lender having cured any Junior Loan Default. However, Junior Lender acknowledges that all amounts advanced or expended by Senior Lender to cure a Junior Loan Default shall be added to and become a part of the Senior Indebtedness pursuant to the terms of the Senior Security Instrument.

(c) In the event and to the extent that each of Senior Lender and Junior Lender have under their respective loan documents certain approval or consent rights over the same subject matters (regardless of whether the obligations or rights are identical or substantially identical), Junior Lender agrees that Senior Lender shall exercise such approval rights on behalf of both Senior Lender and Junior Lender, and Junior Lender shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby. Without limiting the generality of the foregoing, Senior Lender shall have all approval, consent and oversight rights in connection with any insurance claims relating to the Property, any decisions regarding the use of insurance proceeds after a casualty loss or condemnation awards, the hiring or firing of property managers, or otherwise related in any way to the Property, and Junior Lender shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby.

(d) Junior Lender agrees that in any action commenced to enforce the obligation of Borrower to pay any portion of the Junior Indebtedness, the judgment shall not be enforceable personally against Borrower or Borrower's assets, and the recourse of Junior Lender for the collection of the Junior Indebtedness shall be limited to actions against the Property and the rents, profits, issues, products, and income from the Property.

(e) Junior Lender shall not commence or join with any other creditor in commencing any Bankruptcy Proceeding involving Borrower, and Junior Lender shall not initiate and shall not be a party to any action, motion or request, in a Bankruptcy Proceeding involving any other person or entity, which seeks the consolidation of some or all of the assets of Borrower into such Bankruptcy Proceeding. In the event of any Bankruptcy Proceeding relating to Borrower or the Property or, in the event of any Bankruptcy Proceeding relating to any other person or entity into which (notwithstanding the covenant in the first sentence of this clause) the assets or interests of Borrower are consolidated, then in either event, the Senior Loan shall first be paid in full before Junior Lender shall be entitled to receive and retain any payment or distribution in respect to the Junior Loan. Junior Lender agrees that (i) Senior Lender shall receive all payments and distributions of every kind or character in respect of the Junior Loan to which Junior Lender would otherwise be entitled, but for the subordination provisions of this Agreement (including without limitation, any payments or distributions during the pendency of a Bankruptcy Proceeding involving Borrower or the Property), and (ii) the subordination of the Junior Loan and the Junior Loan Documents shall not be affected in any way by Senior Lender electing, under Section 1111(b) of the federal bankruptcy code, to have its claim treated as being a fully secured claim. In addition, Junior Lender hereby covenants and agrees that, in connection with a Bankruptcy Proceeding involving Borrower, neither Junior Lender nor any of its affiliates shall (i) make or participate in a loan facility to or for the benefit of Borrower on a basis that is senior to or pari passu with the liens and interests held by Senior Lender pursuant to the Senior Loan Documents, (ii) not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan, and (iii) not contest the continued accrual of interest on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Bankruptcy Proceedings. Junior Lender shall execute and deliver to Senior Lender powers of attorney, assignments or other instruments as may be requested by Senior Lender in order to enable it to exercise the above-described authority or powers with respect to any or all of the Junior Loan Documents, and to collect and receive any and all payments or distributions which may be payable or deliverable at any time upon or with respect to any of the Junior Loan Documents to Junior Lender.

(f) Junior Lender covenants and agrees that the effectiveness of this Agreement and the rights of Senior Lender hereunder shall be in no way impaired, affected, diminished or released by any renewal or extension of the time of payment of the Senior Loan, by any delay, forbearance, failure, neglect or refusal of Senior Lender in enforcing payment thereof or in enforcing the lien of or attempting to realize upon the Senior Loan Documents or any other security which may have been given or may hereafter be given for the Senior Loan, by any waiver or failure to exercise any right or remedy under the Senior Loan Documents, or by any other act or failure to act by Senior Lender. Junior Lender

acknowledges that Senior Lender, at its sole option, may release all or any portion of the Property from the lien of the Senior Security Instrument, and may release or waive any guaranty, surety or indemnity providing additional collateral to Senior Lender, and Junior Lender hereby waives any legal or equitable right in respect of marshaling it might have, in connection with any release of all or any portion of the Property by Senior Lender, to require the separate sales of any portion of the Property or to require Senior Lender to exhaust its remedies against any portion of the Property or any other collateral before proceeding against any other portion of the Property or other collateral (including guarantees) for the Senior Loan. Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Junior Lender. At any time or from time to time and any number of times, without notice to Junior Lender and without affecting the liability of Junior Lender, (a) the time for payment of the Senior Indebtedness may be extended or the Senior Indebtedness may be renewed in whole or in part; (b) the time for Borrower's performance of or compliance with any covenant or agreement contained in the Senior Loan Documents, whether presently existing or hereinafter entered into, may be extended or such performance or compliance may be waived; (c) the maturity of the Senior Indebtedness may be accelerated as provided in the Senior Loan Documents; (d) any Senior Loan Document may be extended, consolidated, modified or amended by Senior Lender and Borrower in any respect, including, but not limited to, an increase in the principal amount; and (e) any security for the Senior Indebtedness may be modified, exchanged, surrendered or otherwise dealt with or additional security may be pledged or mortgaged for the Senior Indebtedness. If, after the occurrence of a Senior Loan Default, Senior Lender acquires title to any of the Property pursuant to a mortgage foreclosure conducted in accordance with applicable law, the lien, operation, and effect of the Junior Security Instrument and other Junior Loan Documents automatically shall terminate with respect to such Property upon Senior Lender's acquisition of title.

(g) Junior Lender acknowledges that it entered into the transactions contemplated by the Junior Loan Documents and made the Junior Loan to Borrower without reliance upon any information or advice from Senior Lender. Junior Lender made its own underwriting analysis in connection with the Junior Loan, its own credit review of Borrower, and investigated all matters pertinent, in Junior Lender's judgment, to its determination to make the Junior Loan to Borrower. Junior Lender acknowledges that it is a sophisticated, experienced commercial lender, and was represented by competent counsel in connection with this Agreement.

(h) Junior Lender hereby represents and warrants that, as of the date hereof, the entire proceeds of the Junior Loan have been disbursed to Borrower. Junior Lender hereby further represents and warrants that: (i) Junior Lender is now the owner and holder of the Junior Loan Documents; (ii) the Junior Loan Documents are now in full force and effect; (iii) the Junior Loan Documents have not been modified or amended; (iv) no default or event which, with the passing of time or giving of notice would constitute a default, under the Junior Loan Documents has occurred; (v) the current outstanding principal balance of the Junior Indebtedness is $[7,009,708]; (vi) no scheduled monthly payments under the Junior Loan Documents have been or will be prepaid except with the prior written consent of Senior Lender; (vii) none of the rights of Junior Lender under any of the Junior Loan

Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise; and (viii) there are no other Junior Loan Documents other than those listed on Exhibit B hereto. Borrower further represents and warrants that it has provided to Senior Lender a true, complete, and correct copy of all the Junior Loan Documents.

(i) Junior Lender hereby agrees that notwithstanding anything to the contrary in the Junior Loan Documents, for so long as the Senior Loan is outstanding, (i) the maturity date of the Junior Note shall occur no earlier than ninety (90) days after the maturity date of the Senior Note, and (ii) Borrower shall not be obligated to pay more than seventy-five percent (75%) of Excess Cash Flow (as defined herein) in payments under the Junior Note and under other debt subordinate to the Senior Loan. For the purposes hereof, the following definitions shall apply:

"Excess Cash Flow" shall mean, for any period, Gross Revenues for such period less the sum of (i) Expenses of the Property for such period, and (ii) without duplication, all amounts due on the Senior Loan Obligations for such period.

"Expenses of the Property" shall mean, for any period, the current expenses, paid or accrued, of operation, maintenance and current repair of the Property, as calculated in accordance with GAAP, and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, costs and expenses properly designated as capital expenditures (e.g. repairs which would not be payable from amounts on deposit in a repair and replacement fund held pursuant to the Loan Documents), a management fee (however characterized) not to exceed [__]% of Gross Revenues, costs of billings and collections, costs of insurance, and costs of audits. Expenses of the Property shall not include any payments, however characterized, on account of the Junior Loan or any other subordinate financing in respect of the Property or other indebtedness, allowance for depreciation, amortization or other non-cash items, gains and losses or prepaid expenses not customarily prepaid.

"Gross Revenues" shall mean all receipts, revenues, income and other moneys received by or on behalf of Borrower and derived from the ownership or operation of the Property, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of such rights, and whether now owned or held or hereafter coming into existence and proceeds received upon the foreclosure sale of the Property. Gross Revenues shall not include loan proceeds, equity or capital contributions, or tenant security deposits being held by Borrower in accordance with the applicable law.

"Senior Loan Obligations" shall mean and includes, collectively, and without limitation, each of the following: (A) all debt service payments due on the Senior Indebtedness, (B) all obligations of Borrower under the Senior Loan Documents, (C) all capital expenditures required for the proper maintenance of the Property in accordance with the Senior Loan Documents, as calculated by Borrower in accordance with customarily accepted cash basis accounting principles, consistently applied, and in accordance with the

terms of the Senior Loan Documents; (D) all amounts required to be deposited into any replacement reserve, completion/repair reserve, operating deficit reserve, principal repayment reserve, replacement hedge reserve or other reserve or escrow established or required by Senior Lender or Servicer in connection with the Senior Loan and the Senior Loan Documents, including the Senior Security Instrument, and (E) all fees, costs and expenses of Senior Lender and Servicer in connection with the Senior Loan.

4. **Standstill Agreement; Right to Cure Senior Loan Default**.

(a) Until such time as any of the Senior Indebtedness has been repaid in full and the Senior Security Instrument has been released and discharged, Junior Lender shall not without the prior written consent of Senior Lender, which may be withheld in Senior Lender's sole and absolute discretion, take any Enforcement Action, prior to the expiration of one hundred eighty (180) days following Senior Lender's receipt of an Enforcement Action Notice given by that Junior Lender as a consequence of a Junior Loan Default, including, without limitation, (i) accelerate the Junior Loan, (ii) exercise any of Junior Lender's remedies under the Junior Security Instrument or any of the other Junior Loan Documents (including, without limitation, the commencement of any judicial or non-judicial action or proceeding (a) to enforce any obligation of Borrower under any of the Junior Loan Documents, (b) to collect any monies payable to Borrower, (c) to have a receiver appointed to collect any monies payable to Borrower; or (d) to foreclose the lien(s) created by the Junior Security Instrument) or (iii) file or join in the filing of any involuntary Bankruptcy Proceeding against Borrower or any person or entity which owns a direct or indirect interest in Borrower; provided, however, that such limitation on the remedies of Junior Lender shall not derogate or otherwise limit Junior Lender's rights, following an event of default under the Junior Loan Documents to (a) compute interest on all amounts due and payable under the Junior Loan at the default rate described in the Junior Loan Documents, (b) compute prepayment premiums and late charges, (c) enforce against any person, other than Borrower and any guarantors or indemnitors under the Senior Loan Documents, any guaranty of the obligations of Borrower under the Junior Loan, and (d) bring an action for equitable relief seeking the specific performance of the terms and conditions of the Declaration.

(b) Senior Lender shall, simultaneously with the sending of any notice of a Senior Loan Default to Borrower, send to Junior Lender a copy of said notice under the Senior Loan Documents; provided, however, failure to do so shall not affect the validity of such notice or any obligation of Borrower to Senior Lender and shall not affect the relative priorities between the Senior Loan and the Junior Loan as set forth herein. Borrower covenants and agrees to forward to Junior Lender, within three (3) business days of Borrower's receipt thereof, a copy of any notice of a Senior Loan Default Borrower receives from Senior Lender.

(c) Junior Lender shall have the right, but shall have no obligation, to cure any Senior Loan Default; provided, if Junior Lender shall elect to cure any such Default, it shall so notify Senior Lender and shall commence and complete such curing within any applicable notice or grace period, if any, as Borrower is permitted by the terms of the Senior Loan Documents to cure such Senior Loan Default. Junior Lender shall not be subrogated

to the rights of Senior Lender under the Senior Loan Documents by reason of Junior Lender having cured any Senior Loan Default. However, Senior Lender acknowledges that, to the extent so provided in the Junior Loan Documents, amounts advanced or expended by Junior Lender to cure a Senior Loan Default may be added to and become a part of the Junior Indebtedness.

(d) Junior Lender agrees that, notwithstanding any contrary provision contained in the Junior Loan Documents, a Senior Loan Default shall not constitute a default under the Junior Loan Documents if no other default occurred under the Junior Loan Documents.

(e) Junior Lender acknowledges that any conveyance or other transfer of title to the Property pursuant to a foreclosure of the Junior Security Instrument (including a conveyance or other transfer of title pursuant to the exercise of a power of sale contained in the Junior Security Instrument), or any deed or assignment in lieu of foreclosure or similar arrangement, shall be subject to the transfer provisions of the Senior Loan Documents; and the person (including Junior Lender) who acquires title to the Property pursuant to the foreclosure proceeding (or pursuant to the exercise of a power of sale contained in the Junior Security Instrument) shall not be deemed to be automatically approved by Senior Lender.

5. **Insurance**. Junior Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Junior Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Property.

6. **Default**. Junior Lender and Borrower acknowledge and agree that a default by either such party under this Agreement shall, at the sole option of Senior Lender, constitute a default under the Senior Loan Documents. Each party hereto acknowledges that in the event any party fails to comply with its obligations hereunder, the other parties shall have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief. No failure or delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

7. **Enforcement Costs**. Borrower and Junior Lender agree to reimburse Senior Lender for any and all costs and expenses (including reasonable attorneys' fees) incurred by Senior Lender in connection with enforcing its rights against Junior Lender under this Agreement.

8. **Notices**. Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given and shall be effective only if it is in writing and (i) delivered personally, (ii) mailed, postage prepaid, by United State registered or certified mail,

return receipt requested, (iii) delivered by overnight express courier or (iv) sent by telecopier, in each instance addressed as follows:

To Junior Lender:	The City of Livermore [____] [____] Attention: [____]
If to Senior Lender (prior to the Conversion Date):	Capital One, National Association 299 Park Avenue, 14th Floor New York, New York 10171 Attention: Community Finance Portfolio Management with a copy to: Sidley Austin LLP 787 Seventh Avenue New York, New York 10019 Attention: Aviva Yakren, Esq.
If to Senior Lender (following the Conversion Date):	Citibank, N.A. 388 Greenwich Street, Trading 4th Floor New York, New York 10013 Attention: Transaction and Asset Management Group Re: Owls Landing, Deal ID [___] Facsimile: (212) 723-8209
With a copy to:	Transaction and Asset Management Group/Post Closing Citi Community Capital 3800 Citibank Center Tampa, Florida 33610 Re: Owls Landing, Deal ID [___] AND Citibank N.A. c/o Berkadia Commercial Servicing Department 323 Norristown Road, Suite 300 Ambler, Pennsylvania 19002 Attention: Client Relations Manager Re: Owls Landing, Deal ID [___] Facsimile: (215) 328-0305
And a copy of any notices of default sent to:	Citibank, N.A. 388 Greenwich Street, 17th Floor New York, New York 10013

Attention: General Counsel's Office
Re: Owls Landing, Deal ID [___]
Facsimile: (646) 291-5754

or at such other addresses or to the attention of such other persons as may from time to time be designated by the party to be addressed by written notice to the other in the manner herein provided. Notices, demands and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder when received or when delivery is refused or when the same are returned to sender for failure to be called for.

9. **WAIVER OF TRIAL BY JURY**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES HERETO (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. IF FOR ANY REASON THIS WAIVER IS DEEMED TO BE UNENFORCEABLE, ALL SUCH DISPUTES SHALL BE RESOLVED BY JUDICIAL REFERENCE PURSUANT TO THE PROVISIONS OF SECTION 6.23 OF THE CONSTRUCTION DISBURSEMENT AGREEMENT, AND FOLLOWING THE CONVERSION DATE, SECTION 43(J) OF THE AMENDED AND RESTATED SENIOR SECURITY AGREEMENT.

10. **Term**. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Junior Loan Documents, other than by reason of payments which Junior Lender is obligated to remit to Senior Lender pursuant to the terms hereof; (iii) the acquisition by Senior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Senior Security Instrument; or (iv) the acquisition by Junior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale contained in) the Junior Security Instrument, but only if such acquisition of title does not violate any of the terms of this Agreement.

11. **Miscellaneous**.

(a) Junior Lender shall, within ten (10) business days following a request from Senior Lender, provide Senior Lender with a written statement setting forth the then current outstanding principal balance of the Junior Loan, the aggregate accrued and unpaid interest under the Junior Loan, and stating whether, to the knowledge of Junior Lender, any default or event of default exists under the Junior Loan, and containing such other information with respect to the Junior Indebtedness as Senior Lender may require. Upon notice from Senior Lender from time to time, Junior Lender shall execute and deliver such additional instruments and documents, and shall take such actions, as are required by Senior Lender in order to further evidence or effectuate the provisions and intent of this Agreement.

(b) This Agreement shall bind and inure to the benefit of all successors and assigns of Junior Lender and Senior Lender. Senior Lender may assign its interest in the Senior Loan Documents without notice to or consent of Junior Lender. Junior Lender may only assign its rights and interests hereunder following the prior written consent of Senior Lender, which consent may be withheld or conditioned in its sole and absolute discretion.

(c) Senior Lender hereby consents to the Junior Loan and the Junior Loan Documents; provided, however, that this Agreement does not constitute an approval by Senior Lender of the terms of the Junior Loan Documents. Junior Lender hereby consents to the Senior Loan and the Senior Loan Documents; provided, however, that this Agreement does not constitute an approval by Junior Lender of the terms of the Senior Loan Documents.

(d) This Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

(e) IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER, THIS AGREEMENT HAS BEEN ENTERED INTO AND DELIVERED IN, AND SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED, WITHOUT GIVING EFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAW.

(f) Time is of the essence in the performance of every covenant and agreement contained in this Agreement.

(g) If any provision or remedy set forth in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or remedy of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or remedy had never been set forth herein, but only to the extent of such invalidity, illegality or unenforceability.

(h) Each party hereto hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding agreement enforceable in all material respects in accordance with its terms.

(i) Borrower hereby acknowledges and consents to the execution of this Agreement, and agrees to be bound by the provisions hereof that are applicable to Borrower. Solely as between Senior Lender and Junior Lender, all of the signatories below hereby agree that to the extent of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Senior Loan Documents and/or the Junior Loan Documents respectively, the terms and provisions of this Agreement shall govern and control. By executing this Agreement in the place provided below, Borrower hereby (i) acknowledges the provisions hereof, (ii) agrees not to take any action inconsistent with Senior Lender's rights or Junior Lender's rights under this Agreement, (iii) waives and relinquishes to the maximum extent permitted by law any and all rights, defenses and claims now existing or hereinafter accruing relating to Junior Lender's forbearance from exercising any rights and remedies pursuant to Section 4 of this Agreement, including, without limitation, any defenses based on the statute of limitations or any equitable defenses, such as laches, and (iv) acknowledges and agrees that (A) this Agreement is entered into for the sole protection and benefit of Senior Lender and Junior Lender (and their respective successors, assigns and participants), and no other person (including Borrower) shall have any benefits, rights or remedies under or by reason of this Agreement, (B) nothing in this Agreement is intended, or shall be construed to, relieve or discharge the obligations or liabilities of any third party (including Borrower under the Senior Loan Documents and the Junior Loan Documents), (C) neither of them nor any of their affiliates shall be, or be deemed to be, beneficiaries of any of the provisions hereof or have any rights hereunder whatsoever, and (D) no provision of this Agreement is intended to, or shall be construed to, give any such third party (including Borrower) any right subrogating to the rights of, or action against, Senior Lender or Junior Lender.

(j) No amendment, supplement, modification, waiver or termination of this Agreement shall be effective against any party unless such amendment, supplement, modification, waiver or termination is contained in a writing signed by such party.

(k) No party other than Senior Lender and Junior Lender shall have any rights under, or be deemed a beneficiary of any of the provisions of, this Agreement.

(l) Nothing herein or in any of the Senior Loan Documents or Junior Loan Documents shall be deemed to constitute Senior Lender as a joint venturer or partner of Junior Lender.

12. **Intentionally Omitted**.

13. **Refinancing.** Junior Lender agrees that Borrower may refinance the Permanent Loan without the prior consent of Junior Lender, and Junior Lender agrees to subordinate the Junior Loan to such refinancing, so long as the only terms being modified in the refinancing and associated subordination are limited to the interest rate, term of the loan, and refinance amount, provided that the refinance amount does not exceed the then-outstanding principal balance of the

Permanent Loan plus costs of refinancing the Permanent Loan, but only to the extent that such costs are both customary and not unreasonable in amount, but in no event shall such refinance amount exceed the original principal balance of the Permanent Loan.

14. **Attached Exhibits**.

The following Exhibits are attached to this Agreement and are incorporated by reference herein as if more fully set forth in the text hereof:

Exhibit A – Legal Description

Exhibit B – Junior Loan Documents

Exhibit C – Modifications to Subordination and Intercreditor Agreement

The terms of this Agreement are modified and supplemented as set forth in said Exhibits. To the extent of any conflict or inconsistency between the terms of said Exhibits and the text of this Agreement, the terms of said Exhibits shall be controlling in all respects.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Subordination and Intercreditor Agreement or caused this Subordination and Intercreditor Agreement to be duly executed and delivered by their respective authorized representatives as of the date first set forth above.

JUNIOR LENDER:

THE CITY OF LIVERMORE,
a public body, corporate and politic

By: _____
Name:
Title:

CALIFORNIA ALL-PURPOSE 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 _____

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

Signature _____ (Seal)

SENIOR LENDER:

CAPITAL ONE, NATIONAL ASSOCIATION

By: _____
Name: Jennifer Seamons
Title: Senior Director

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ___ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared Jennifer Seamons, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity/ties and that by his/her signature(s) on the instrument, the individual, or the person(s) or entity/ties upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

ACKNOWLEDGED AND AGREED AS OF THE DATE FIRST SET FORTH ABOVE:

BORROWER:

OWLS LANDING, L.P.,
a California limited partnership

By: Owls Landing LLC,
a California limited liability company,
its general partner

By: Eden Investments, Inc.,
a California nonprofit public benefit corporation,
its member and the manager

By: _____
Name: Andrea Osgood
Title: Chief of Real Estate Development & Executive Vice President

CALIFORNIA ALL-PURPOSE 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 _____

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

Signature _____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION

[NOTE: TO BE INSERTED]

EXHIBIT B

JUNIOR LOAN DOCUMENTS

1. Junior Loan Agreement
2. Junior Note
3. Junior Security Instrument
4. Assignment and Assumption and Amendment of Loan Documents

EXHIBIT C

MODIFICATIONS TO SUBORDINATION AND INTERCREDITOR AGREEMENT

The following modifications are made to the text of the Agreement that precedes this Exhibit:

None.

Capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Agreement.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.22**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution adopting the Below Market Rate Rental Requirements for affordable units produced through the Inclusionary Housing Ordinance and City-assisted affordable housing developments.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution approving the Below Market Rate Rental Requirements for units produced through the Inclusionary Housing Ordinance and City-assisted affordable housing developments.

DECISION TYPE

Administrative

SUMMARY

Staff recommends City Council adopt the proposed Below Market Rate (BMR) Rental Requirements applicable to affordable rental units restricted through the City's Inclusionary Housing Ordinance and/or those receiving City affordable housing funds. Adoption of the BMR Rental Requirements is consistent with the program goals outlined in the City’s 2023–2031 Housing Element Plan. The requirements will establish clear standards and procedures for the marketing, leasing, implementation, and management of income-restricted rental units, ensuring consistency, transparency, and equitable access to affordable housing.

DISCUSSION

Consistent with the City's 2023-2031 Housing Element Plan, staff recommends adopting formal BMR Rental Requirements for affordable units. These requirements will support compliance with the City's Inclusionary Housing Ordinance and advance the City's commitment to housing accessibility, transparency, and equity. Recently approved residential projects have included income-restricted rental units, underscoring the need for consistent implementation and oversight. Establishing formal requirements will help ensure uniformity across development projects and promote fair housing practices. The proposed BMR Rental Requirements will:

- Provide clear procedures for developers, property managers, and affordable unit owners regarding the rental of BMR units.
- Ensure marketing plans, screening process, and local application priority points are consistent for all units.
- Establish standards for the marketing, leasing, management, and ongoing monitoring of BMR units that are restricted through the City's Affordable Housing Inclusionary Ordinance or subsidized with City affordable housing funds.
- Promote the consistent and equitable application of City requirements for restricted rental units.
- Expand access to affordable housing for all low to moderate-income residents, including individuals facing language and accessibility barriers, by requiring all marketing material to be language and ADA-accessible, in addition to targeting diverse groups.

In developing these requirements, staff reviewed best practices among other cities in the region and aligned them with other state and federal compliance standards. Adoption of the BMR Requirements will enhance coordination with developers and community partners, assist residents in applying for affordable housing, and reinforce the City's priorities around housing equity.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal impacts to the City associated with the adoption of the proposed BMR Rental Requirements. Administration of the requirements will be incorporated into the existing operations of the City's affordable housing programs.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

7: Expand and preserve the supply of affordable housing opportunities

ATTACHMENTS

1. Resolution
2. Exhibit A - BMR Rental Requirements

Prepared by: Shelly Haynes
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 ADOPTING THE BELOW MARKET RATE RENTAL REQUIREMENTS FOR AFFORDABLE UNITS PRODUCED THROUGH THE INCLUSIONARY HOUSING ORDINANCE AND CITY-ASSISTED AFFORDABLE HOUSING DEVELOPMENTS

In accordance with the City's 2023–2031 Housing Element Plan, City Staff created the Below Market Rate Rental Guidelines. The requirements will establish clear standards and procedures for the marketing, leasing, implementation, and management of income-restricted rental units, ensuring consistency, transparency, and equitable access to affordable housing. These guidelines are applicable to units produced through the Inclusionary Housing Ordinance and provided through City-assisted affordable housing developments.

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

1. It adopts the Below Market Rate Rental Requirements for units produced through the Inclusionary Housing Ordinance and City-assisted affordable housing developments, attached hereto as Exhibit A.

2. That the Community Development Director, or their designee, is authorized to approve amendments to maintain alignment with the Livermore Development Code and future amendments thereto.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – BMR Rental Requirements



EXHIBIT A

LIVERMORE
CALIFORNIA

CITY OF
LIVERMORE
CALIFORNIA

BELOW MARKET RATE RENTAL REQUIREMENTS

MAY 2026

1. INTRODUCTION 5

2. AFFORDABLE HOUSING REQUIREMENTS FOR ALL RESIDENTIAL DEVELOPERS 5

2.1 Overview Of Affordable Housing Requirements 5
2.1.1 General Plan Area..... 6
2.1.2 Downtown Specific Plan Area..... 6
2.1.3 Isabel Neighborhood Specific Plan Area..... 6
2.2 Affordable Housing Development Process..... 6
2.3 Housing Agreements..... 6
2.4 Rounding 7
2.5 Comparability & Integration of BMR Units 7
2.6 BMR Unit Size Requirements 7
2.7 Timing and Delivery..... 8
2.8 Renovations and Upgrades..... 8
2.9 Density Bonus Provisions 8

3. PROCEDURES FOR RENTING BMR UNITS.....9

3.1 Overview 9
3.2 The Marketing Plan for BMR Units..... 9
3.2.1 Marketing and Resident Selection Plan 9
3.2.2 Marketing and Outreach.....10
3.2.3 Materials.....10
3.3 Resident Services & Management Plan 11
3.3.1 Resident Services 11
3.3.2 Management Plan 12
3.3.3 Recognition of Support for City-Assisted Projects.....12
3.3.4 Next Available Unit Rule Exceptions.....12
3.4 Application and Screening Process.....13
3.4.1 Community Preferences.....13
3.4.2 Waitlist/Priority List 13
3.5 Maximum Affordable Rent and Income Levels.....14
3.5.1 Rent Increases.....15
3.5.2 Rental Utility Allowance.....15
3.6 BMR Tenant Screening and Eligibility 15
3.6.1 Minimum Income.....15
3.6.2 Allowable Income Increases upon Recertification 16
3.6.3 Requirements for City-Assisted Projects.....16
3.6.4 Eviction History 16
3.6.5 Criminal Backgrounds 17
3.6.6 Use of Guarantors.....17
3.6.7 Immigration Status 17
3.6.8 Alternative Contact.....17
3.7 Lease Requirements.....18
3.7.1 Required Lease Provisions.....18

3.7.2 Rent Subsidies....18
3.7.3 Deposit Requirements....18
3.7.4 Third Party Notice....18
3.7.5 Annual Tenant Household Recertification....19
3.8 Lease Termination Notice....19
3.8.1 No Condominium Conversions....19
3.8.2 Relocation....19
3.9 Monitoring....20
3.9.1 Annual Reporting Process....20
3.9.2 City Review of Rental BMR Units Annual Reports....21
3.9.2.1 On-Site Visit....22
3.9.2.2 Follow-Up from the City....22
3.9.2.3 Letter with No Findings....22
3.9.2.4 Letter with Findings....22
3.9.2.5 Cure to Findings....22
3.9.3 Monitoring Fee....23
3.9.4 Record Maintenance & Access....23
3.9.5 Inspections & Access....23
3.9.6 Follow-up Fee....23
3.10 Project Operation Requirements....24
3.10.1 Fair Housing Practices....24
3.10.2 Non-Discrimination....24
3.10.3 Required Non-Discrimination Language....24
3.10.4 Disabled Persons Occupancy....25
3.11 Property Management and Maintenance....25
3.11.1 Maintenance Obligation....25
3.11.2 Right of Entry....25
3.11.3 Changes in Property Management and Ownership....26

4. HOUSEHOLD REQUIREMENTS FOR BMR TENANTS....26

4.1 Overview....26
4.2 Household Size and Income....26
4.2.1 Maximum Total Household Income....27
4.2.2 Gross Household Income....27
4.3 Income Calculations....27
4.3.1 Income Calculation Methods....29
4.3.1.1 Regular Income....29
4.3.1.2 Income from Self-Employed or Non-Corporation Wages....31
4.3.1.3 Income from Social Security and Supplemental Security Income....31
4.3.1.4 Income from Pensions, Annuity Payments, Etc.....31
4.3.1.5 Income from Gifts....32
4.4 Assets....32
4.4.1 Asset Exceptions....33

5. EXCEPTIONS AND APPEALS 33
5.1 OVERVIEW 33
5.2 EXCEPTIONS REQUESTS 33
5.3 APPEALS PROCEDURE 34
6. APPENDIX 35
DEFINITIONS 35

1. INTRODUCTION

This document establishes the requirements ("Requirements") for developers and project owners ("Owner") to implement the City's Affordable Housing Inclusionary Zoning Ordinance ("Ordinance") for affordable rental units serving households with incomes up to 120% of the Area Median Income ("AMI"), also known as Below Market Rate units ("BMR Units"), as outlined in Chapter 11.70 of the Livermore Development Code ("LDC"). These Requirements also apply to residential rental projects funded by the City's Affordable Housing Trust Fund and should be read in conjunction with the Ordinance.

While every effort has been made to ensure that these Requirements are consistent with the Ordinance, the terms of the Ordinance shall prevail if any conflict exists between the Ordinance and these Requirements. Additionally, the provisions of a Housing Agreement, Regulatory Agreement, or similar recorded agreement for a BMR Unit shall prevail over any general requirements of the Ordinance or these Requirements

The Requirements are intended to:

- Assist developers early in the development process to ensure the Residential Development, as defined on pg. 38, is designed from the outset to comply with the Ordinance.
- Inform developers, property managers, and owners of BMR Units of the procedures for renting BMR Units.
- Provide standards, procedures, and guidance for marketing, leasing, managing, and monitoring BMR Units restricted through the Ordinance or developed with City funding.
- Ensure the fair and consistent application of standards for City-restricted rental units.
- Encourage access to affordable housing opportunities for all community members, including those with language or disability barriers.

Owners are responsible for following these Requirements and procedures, including marketing their units, determining eligibility, certifying tenants, and maintaining ongoing compliance with affordability standards.

For general questions regarding these Requirements, contact the City's Housing Division at (925) 960-4580 or Housing@LivermoreCA.gov.

The City will review and update these Requirements as necessary. The Community Development Director may issue interim revisions, interpretations, or clarifications. Any such changes will take effect only after they are posted on the City's website.

2. AFFORDABLE HOUSING REQUIREMENTS FOR ALL RESIDENTIAL DEVELOPERS

2.1 Overview of Affordable Housing Requirements

The Ordinance requires developers to contribute to the City's affordable housing stock by setting aside a portion of a market-rate housing project's units as affordable or offering alternative methods of complying with the requirements. A Residential Development's

specific affordable housing requirements are defined and described in Chapter 11.70 of the LDC. The residential rental requirements are summarized here for informational purposes only and wherever there is a discrepancy between the information contained in this document and the Ordinance, the LDC controls.

2.1.1 General Plan Area

- 7.5% of units for Very Low-Income households (50% AMI)
- 7.5% of units for Low-Income households (80% AMI)
- Whenever there is an odd number of units, the majority of units are provided as Very Low-Income

2.1.2 Downtown Specific Plan Area

- 10% of units for Low-Income households (80% AMI)

2.1.3 Isabel Neighborhood Specific Plan Area

- 6% of units for Very Low-Income households (50% AMI)
- 7% of units for Low-Income households (80% AMI)
- 4% of units for Median-Income households (100% AMI)
- 3% of units for Moderate-Income households (120% AMI)
- Fractional units are combined and provided as Median-Income units

BMR Units must remain affordable for fifty-five (55) years, a period enforced by affordability restrictions recorded against the property.

In addition, the Ordinance requires BMR Units:

- Be constructed concurrently with the market-rate units in Residential Development
- Have a similar range of bedrooms to the market-rate units in Residential Development
- Not to be distinguished by design or materials from the market-rate units in Residential Development
- Be reasonably dispersed throughout the Residential Development
- Include supportive services

2.2 Affordable Housing Development Process

Applications for Residential Developments with eleven (11) or more units must include a description of how the project will comply with the on-site affordable unit obligation. City staff remain available to consult with developers regarding permissible compliance pathways.

2.3 Housing Agreements

Chapter 11.70 of the LDC requires the developer to execute an Affordable Housing Agreement (“Housing Agreement”) and an Affordable Housing Regulatory Agreement and Declaration of Restrictive Covenants (“Regulatory Agreement”) with the City for any Residential Development project that includes rental BMR Units. These agreements are

recorded against the property containing the BMR Units and outline both the affordable housing obligations and the methods for complying with the Ordinance.

The Regulatory Agreement requires, among other things, that the BMR Units be reserved for occupancy by Very Low-, Low-, Median-, and/or Moderate-Income households at rents affordable to those households for a period of no less than fifty-five (55) years, depending on the specific requirements of the project.

The Regulatory Agreement is recorded against the property on which the Residential Development is constructed, runs with the land, and remains in effect through any transfer or sale of the property.

2.4 Rounding

When making the inclusionary calculation for Residential Developments, any decimal fraction less than or equal to 0.50 is disregarded, and any decimal fraction greater than 0.50 is rounded up to the next whole unit.

2.5 Comparability & Integration of BMR Units

BMR Units must be representative of the Residential Developments overall unit mix and designed so that they are indistinguishable from market-rate units when viewed from the street. They must also be comparable to market-rate units in exterior features, size, interior features, product type, and amenities.

BMR Units must be dispersed throughout the project rather than concentrated in one area. Because there are multiple approaches to meeting this requirement, consultation with Community Development Department staff is recommended prior to finalizing the site plan.

2.6 BMR Unit Size Requirements

The Ordinance requires that the proportion of bedroom types in the BMR Units match the proportion found in the market-rate units. **Example 1** below illustrates how to determine the number of BMR Units that must be provided by unit size.

Example 1: BMR Unit Bedroom Requirements
A developer proposes a 200-unit rental Residential Development, and the inclusionary obligation is 30 units within the General Plan Area (15%). One half of the units will be provided at Low-Income, and one half of the units will be provided at Very Low-Income. The overall Residential Development includes 50 one-bedroom units (25% of the total), 100 two-bedroom units (50% of the total), and 50 three-bedroom units (25% of the total). Therefore, 25% of the BMR Units are to be one-bedroom units, 50% of the BMR Units are to be two-bedroom units, and 25% of the BMR Units are to be three-bedroom units. **To determine bedroom requirements per income category**: 15 of the units are Very Low-Income units, using the percentages above, the requirement is: 25% of 15 = 3.75 one-bedroom units 50% of 15 = 7.5 two-bedroom units 25% of 15 = 3.75 three-bedroom units Therefore, the Residential Development would need to provide 4 one-bedroom units, 7 two-bedroom units, and 4 three-bedroom units.

2.7 Timing and Delivery

Developers of BMR Units shall construct the BMR Units concurrently with the market-rate units in the project unless the conditions of approval provide otherwise or unless both the City and the developer agree, in writing, to an alternative development schedule.

The affordability of BMR Units shall be restricted for a period of at least fifty-five (55) years.

2.8 Renovations and Upgrades

Any upgrades or renovations made to the Residential Development or to the market-rate units must be applied equally to the BMR Units

2.9 Density Bonus Provisions

Density Bonus Law incentivizes the construction of affordable housing by allowing a developer to add additional housing units to a project beyond the zoned capacity and to receive other “incentives” in exchange for committing to include deed-restricted BMR Units in the project.

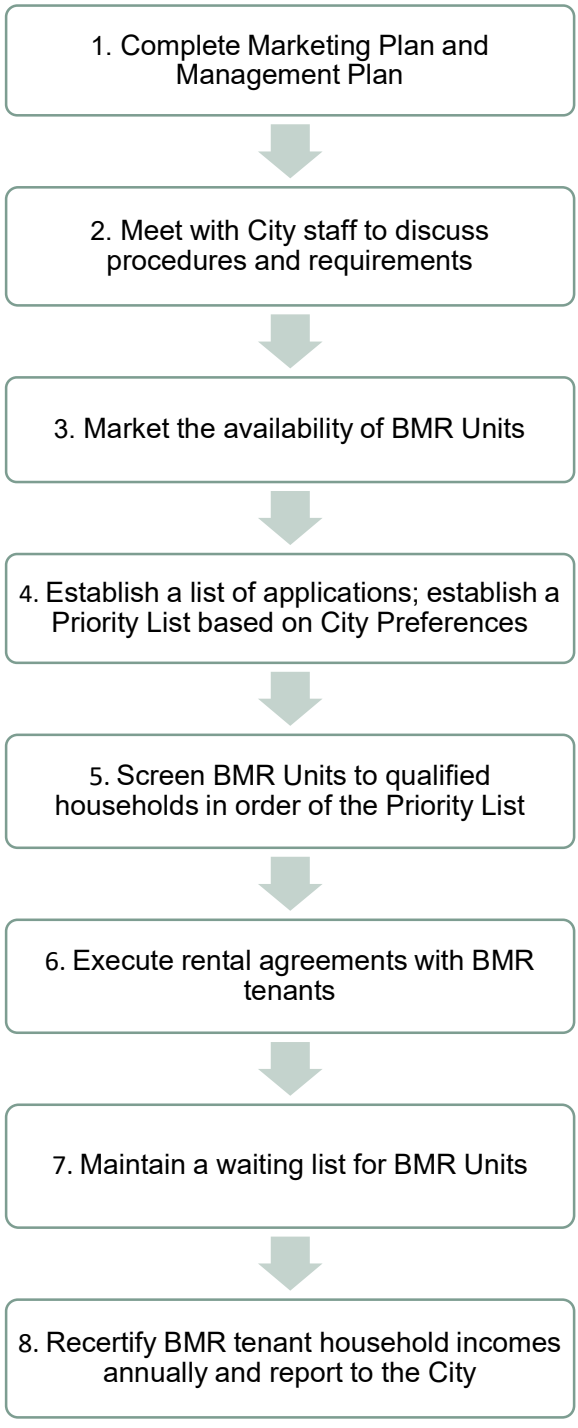
On-site BMR Units can be used to qualify for a density bonus under California Government Code Section 65915 (State Density Bonus). Density Bonus restrictions cannot be subordinated to other loans or regulatory restrictions.

3. PROCEDURES FOR RENTING BMR UNITS

3.1 Overview

After the Housing Agreement is executed, and prior to the issuance of any certificate of occupancy, Owner must prepare and submit a Marketing, Tenant Selection, and Management Plan to the City of Livermore Housing & Human Services Division for approval. After the City approves the Marketing Plan and Management Plan, and before any units are rented, the Owner must screen, rank, and qualify eligible tenants and submit a priority list to the City. This should be completed within 30 days, if possible. **Figure 1** provides an overview of the BMR Unit rental process.

Figure 1: BMR Rental Process



3.2 The Marketing Plan

Owners are required to submit written marketing materials for the Residential Development ("Marketing Plan") to the City for review and must amend such materials as necessary to ensure compliance with these Requirements. All marketing activities must comply with applicable federal, state, and local Fair Housing laws.

3.2.1 The Marketing Plan must contain the following information:

- A plan outlining how the property management firm will market and lease the BMR Units, including how the City Preferences, as defined on page 13, will be applied
- Written tenant selection policies and qualifications, including income and credit requirements, as well as appeal procedures for disqualified applicants
- A description of how the property management firm will maintain a waitlist for the BMR Units
- Procedures for verifying applicants' Total Household Income, both initially and annually during the recertification process
- Procedures for reviewing and implementing annual rent increases
- A description of amenities, rent costs, and any other details that may differ between market-rate units and BMR Units

- The names and contact information of individuals responsible for communication with the City

3.2.2 Marketing and Outreach

The goal of the City's marketing and outreach requirements is to ensure that diverse communities connected to Livermore are aware of and have access to affordable housing opportunities. Owners must use good-faith efforts to conduct targeted outreach to income-qualified households and community outreach through identified local nonprofit, community-based organizations.

Marketing and outreach must include the following:

1. Information on the units that will be published on the City's website
2. Information describing the overall development, including its location, BMR Units, amenities, and other features available to tenants
3. A description of the marketing activities, including:

    - Target populations
    - Outreach strategies
    - At least two (2) newspaper or print media announcements

4. Language and accessibility requirements for marketing materials:

    - Marketing activities must be conducted in English and Spanish, as well as any additional languages specified by the City (such as Simplified Chinese, Mandarin, or Tagalog)
    - All marketing materials must be language-accessible and ADA-accessible

5. Community outreach must target diverse Low- to Moderate-Income households, including, without limitation, the following demographic groups and community contacts:

    - Black or African American
    - Hispanic or Latino
    - Asian
    - Pacific Islander
    - Families with dependents
    - Persons with disabilities
    - Seniors
    - Farmworkers and their families
    - Local non-profits
    - Livermore Valley Unified School District and local childcare advocacy groups
    - Chamber of Commerce and Livermore Downtown Association representing businesses employing Low-to Moderate-Income workers

6. Coordination with City outreach resources:

- The City maintains lists of individual subscribers and nonprofit agencies interested in affordable housing opportunities and may provide marketing materials directly to these lists.

7. Additional marketing and lease-up requirements:

- A detailed timeline of activities prior to lease-up, including the start and end of the marketing and pre-application period, the lottery to establish screening order, tenant screening, and first occupancy
- A link to the developer's project website for access to information, marketing materials, and pre-application materials
- For some projects, the City may require the developer to provide a community information session or engage local service providers to support outreach or assist with the pre-application process for target populations
- Procedures to ensure adequate staffing, experience, and systems are in place to carry out marketing activities, support a timely lease-up process, and provide culturally responsive customer service in the languages required by the City

3.2.3 Materials for the Marketing Plan:

The following materials must be applied to the Marketing Plan:

- Pre-application for lease-up
- Resident selection criteria
- Community rules
- A marketing flyer that includes details on the BMR Units, income limits, rental rates, preferences, application deadline, developer contact information and website
- Social media packet (sample blurbs, social media-friendly graphics, flyers, etc.) *

*Items marked with an asterisk must be mobile-phone friendly and offered in languages described in **Section 3.2.2**.

Owners are advised to utilize a centralized, online portal collection of applications, such as AC Housing Portal, Doorway Housing Portal, or 211 AC Housing Choices.

3.3 Resident Services & Management Plan

3.3.1 Resident Services

Owners with on-site resident services must prepare and submit to the City a plan for providing supportive services to tenants (the "Resident Services Plan"), along with a budget for those services for the initial year of operations. The Resident Services Plan must identify the service provider(s), staffing levels (including any third-party contracts or agreements with other agencies), and a description of the services to be provided. The type and level of services must be responsive to the specific needs of the project's tenants. For example, a 50-unit project consisting of 100% affordable units for Very Low-Income families should budget for a 0.50 full-time resident services position.

Resident services staff and providers are expected to coordinate with local service organizations and the City to share information and resources with tenants.

The City must be notified in writing at least thirty (30) days before any change in supportive or resident services staffing or providers. The notification must include the name and contact information of the new organization and/or personnel responsible for delivering supportive and resident services.

3.3.2 Management Plan

Owners are required to submit written management policies ("Management Plan") to the City for its review and must amend such policies as necessary to ensure compliance with these Requirements. The Management Plan should include, at a minimum, the following:

- A parking management plan that details, among other things, where parking spaces will be located and how they are assigned, including how parking will be managed to encourage tenants, service providers, and guests to use parking in accordance with the plan.
- Procedures for maintenance and management of the project.
- A clear process for managing resident complaints, including complaint escalation procedures.
- Procedures for addressing tenant or neighborhood issues or concerns.
- Any other requirements and criteria or procedures the City determines appropriate.

Residential Development s receiving City funds ("City-Assisted Projects") must also include procedures for maintaining a reserve account, budgeting for maintenance and repair needs, long-term rehabilitation needs, and managing net cash flow.

3.3.3 Recognition of Support for City-Assisted Projects

As a condition of funding, the Owner must provide recognition stating "Funding provided by the City of Livermore" on all signage, advertising, and other project-related materials as appropriate. Recognition must include the City of Livermore logo.

3.3.4 Next Available Unit Rule Exceptions

In some circumstances, Owners may have difficulty qualifying applicants for BMR Units due to a combination of issues, including a lack of vacancy, a shortage of suitable units in various sizes, and differing requirements based on different funding sources. In some cases, this difficulty can result in failure to meet the City's requirements, including maintaining the correct number of BMR Units. Owners should include a policy in their Management Plan that outlines alternative procedures that provide property managers with an exception to the Requirements, while still meeting the intent of the BMR Program, for situations where strict adherence is impossible due to market or other external forces.

The City may allow Owner to propose alternative procedures as an exception to certain qualification rules if Owner can provide clear evidence that the failure is a result of external market forces, such as those mentioned above. Owners may contact the City's Housing & Human Services Division in writing to propose these additions to their internal procedures.

City staff will then require that these alternative policies be detailed in writing and incorporated into the development's internal Management Plan. Owners may not operate under these revised policies without prior written approval from City staff.

3.4 Application and Screening Process

3.4.1 City Preferences

To support the City's goals of preventing displacement and improving the quality of life for Low-Income households experiencing the greatest housing instability, preference will be given to applicants who meet the following definitions (the "City Preferences"):

1. "Livermore Employees": Defined as an applicant household with at least one member who works as an employee of a business with operations established within the corporate limits of the city on an at least 20 hours per week basis.
2. "Livermore Residents": Defined as an applicant household with a primary residence (documenting residents at least ten (10) months out of the year) within corporate city limits.

When applying City Preferences, a household may typically claim only one preference in any given category. For example, if two persons in the household qualify under the same category, the points are awarded only once per household.

City Preferences shall be applied to the extent permitted by other project funders and supported by local data demonstrating that the City Preferences will affirmatively further fair housing.

Developers should make the pre-application period available to the public for at least 14 days. A lottery for BMR Units must be held in a public, accessible location or platform arranged and paid for by the developer. A random selection process should be used to develop a list of applicants.

No later than seven (7) days after the date on which the list is developed, the developer shall provide the City with the final lottery list in ranked order. The developer shall update the City periodically on the status of applicant ranking numbers that are being screened for units.

Some developments may seek to serve the specific housing needs of particular segments of the population, such as seniors, unhoused/homeless individuals, persons with disabilities, or veterans. Such developments may utilize a preference system that differs from the system described herein to prioritize these target households. Alternative preference systems must be approved by the City and described in detail in the approved Marketing Plan and Management Plan for rental BMR Units (see **Section 3** for more information regarding the Marketing Plan and Management Plan).

3.4.2 Waitlist/Priority List

The pre-application lottery will establish the first waitlist for the project.
The developer shall notify the City of any waitlist openings and use a publicly accessible portal when advertising available units.

The City may allow the developer to coordinate with other agencies to develop ongoing referral arrangements to fill units reserved for special populations (such as persons experiencing homelessness or persons with disabilities).

Owners and their leasing staff are responsible for occupant selection and documentation for rental BMR Units. Leasing staff should be trained to understand and explain the rental application process to applicants.

Leasing staff must require each applicant to complete and return a BMR Unit application packet.

For the initial lease of rental BMR Units, Owner's property management and/or leasing staff ("Property Management") must:

- Collect applications for a specified period
- Screen applicants to determine whether they satisfy the requirements for qualified households set forth in **Section 4**
- Sort and rank the applications of Qualified Households based on Preference Points and produce a Priority List, placing applicants with the most Preference Points at the top, followed by others in descending order; after this step, leasing staff may rank applications on a first-come, first-served basis
- Complete and submit the Priority List to the City for approval within seven (7) days of the application deadline
- Offer the BMR Units to applicants based on the Priority List, first to those with the highest priority, then to others in descending order
- Execute a rental agreement with the tenant that notifies them that subleasing is not permitted and that annual income certification is required
- Maintain applications with income verification and recertification documents for City review during annual on-site monitoring

Qualification determinations may be appealed by Property Management in accordance with the procedures described in **Section 5**. The Marketing Plan and Management Plan describe the process for marketing, screening, and application procedures after the initial lease-up (i.e., unit turnover).

3.5 Maximum Affordable Rent and Income Levels

Maximum monthly income limits and rental rates for affordable units are adopted annually by City Council resolution ("City Limits"). If the City Limits have not been updated for 18 months, or if the Residential Development is subject to the rent and income limits as determined by California Tax Credit Allocation ("TCAC") regulations, then affordable rents and income limits shall be those applicable to the TCAC project financing source. These limits are based on a percentage of the annual income limits produced by HCD each year. The calculations by income level are shown in **Table 2**.

Certain Residential Developments are required to set their rents in accordance with City-imposed limits. Owners shall use the rent established by the City as a **maximum** rent charge. Lower rents can always be charged to BMR tenants.

Table 2: Maximum Monthly Rents

Income Level	Maximum Rent Calculation
Very Low (50% AMI)	30% of annual City Limits, divided by 12
Low (80% AMI)	30% of annual City Limits, divided by 12
Median (100% AMI)	30% of annual City Limits, divided by 12
Moderate (120% AMI)	30% of annual City Limits, divided by 12
Rents are based on a calculation of unit size by number of bedrooms according to income level designation minus a utility allowance pursuant to **Section 3.5.2.**	

Each year, the City will distribute updated maximum monthly rents for each unit type to all BMR Property Management, based on the calculations described above. These income limits and maximum rents are set once per year. If Property Management decides to increase rents based on the City's updated maximums, they must follow all applicable California laws and Civil Codes governing legal rent increase protocols. The City reserves the right to update these calculations annually as needed.

3.5.1 Rent Increases

For City-Assisted Projects, in addition to maximum rent limits and notwithstanding rent increases due to income increases described above, rents may not be increased more often than once every twelve (12) months and by no more than five percent (5%) per year. Property Management shall provide each tenant with at least sixty (60) days' written notice of any rent increase. Property Management must comply with all applicable California rent control laws and tenant notification requirements. If any portion of the Regulatory Agreement conflicts with state law, the more restrictive limits and noticing requirements shall govern.

3.5.2 Rental Utility Allowance

If the tenant is required to pay for utilities, the maximum rent must be reduced to account for the cost of those utilities ("Utility Allowance"), not including the cost of telephone or internet service. The Housing Authority of the City of Livermore determines this allowance. More information can be found at www.livermoreha.org.

3.6 BMR Tenant Screening and Eligibility

3.6.1 Minimum Income

Property Management may require a minimum income but must not require any applicant to have a minimum gross income greater than two and a half (2.5) times the annual maximum rent. If an applicant is using a rent subsidy such as a Housing Choice Voucher, the minimum gross income shall be based on the applicant's monthly share of the rent rather than the maximum annual rent amount, since the voucher will cover the remaining portion. For

example, if the BMR Unit's rent is $1,200 and the applicant is responsible for $400, then the applicant must earn a minimum of $1,000 per month to qualify.

3.6.2 Allowable Income Increases upon Recertification

A household that, at initial occupancy, qualifies within a particular income category shall continue to be treated as belonging to that category so long as the household's gross income does not exceed one hundred forty percent (140%) of the applicable income limit.

If a tenant no longer meets the income qualifications for an eligible household, then upon sixty (60) days' written notice from Property Management, the rent payable under the lease shall be increased to thirty percent (30%) of the tenant's income or the current market rent for the unit, whichever is less. In such cases, Property Management must make the next available comparable unit available to an eligible tenant, as applicable.

3.6.3 Requirements for City-Assisted Projects

If the minimum credit score standard is above 620, the following mitigating circumstances must be considered when selecting applicants:

- An applicant's recent timely payment history: 24 months from the date of application showing on-time payments for bills and credit accounts
- An applicant's timely rent payment history: 24 months from the date of application showing on-time rent payments of equal or greater value than the proposed rent for the BMR Unit
- Negative credit history due to outstanding medical or student loan debt, or unpaid balances below $2,500, should not be considered
- Alternate forms of credit history—such as on-time payments for rent, insurance, utilities, and childcare—should always be considered, especially if the applicant has no traditional credit history

3.6.4 Eviction History

For City-Assisted Projects, Property Management may only require adult household members to clear an eviction history review if it follows the following parameters:

- Eviction review is limited to the last three (3) years from the date of an application
- No-fault evictions may not be considered as a basis for denial

When Property Management discovers a previous eviction judgment for non-payment of rent or other lease violations, it must allow the applicant to present any mitigating circumstances before issuing a denial.

Owners shall consider the following mitigating circumstances:

- Relocation/escape from a domestic violence situation or escaping or evading an abuser

- Having had insufficient or interrupted income in a non-subsidized residence
- Successful enrollment in money management or payee services after non-payment eviction
- Circumstances that will be unlikely to recur with stabilized housing costs

For City-Assisted Projects, Owner must also demonstrate in their tenant selection plan that eviction history review does not create a housing barrier for the populations being served

3.6.5 Criminal Backgrounds

The Department of Fair Employment and Housing (DFEH) address when and how housing providers may lawfully consider criminal history to protect against unlawful discrimination. Owners should refer to the guidance provided on the DFEH website on Fair Housing and Criminal History.

3.6.6 Use of Guarantors

If an applicant's income, credit, eviction, or rental history does not meet the minimum qualification requirements or resident selection criteria, Property Management shall allow the applicant to use a lease guarantor. While a lease guarantor is not entitled to live in the BMR Unit, they guarantee that the rent will be paid if the tenant is unable to do so.

If the tenant can demonstrate good standing in their rental payment history over the previous 12-month lease period, then upon recertification, Property Management may not require a guarantor for the lease renewal.

3.6.7 Immigration Status

California Civil Code 1940.3(b) prohibits Property Management from discriminating against applicants based on immigration status and from making inquiries into the immigration status of an applicant or requiring applicants to provide proof of legal residency.

Property Management who requires applicants' Social Security Numbers to run a credit and/or criminal background check are advised to accept alternatives to traditional credit, such as payment histories from utilities, rent, tuition, etc. Those requiring proof of identity must accept any government-issued identification, including a California driver's license.

3.6.8 Alternative Contact

Applicants who need additional assistance with applying or submitting documentation may choose to list another person to receive communications during the application process. This may be a case manager, family friend, or a local agency that provides language assistance. If an alternative contact is listed on a housing lottery application, Property Management shall include that third party in all communications, including but not limited to deadlines, requests for additional information, application approvals, and denials.

3.7 Lease Requirements

3.7.1 Required Lease Provisions

Leases must meet the following criteria:

- Be for an initial term of not less than one (1) year and provide for no increase in rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Property Management and the tenant. Notwithstanding the above, any rent increases shall be subject to the requirements of **Section 3.5.1**.
- Include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs.
- Include a detailed listing of reasonable rules of conduct and occupancy which shall be in writing, shall be consistent with federal and state law, and shall be provided to each tenant upon occupancy.

3.7.2 Rent Subsidies

California law prevents Property Management from refusing to accept rental subsidies from a tenant, including but not limited to the Livermore Housing Authority Section 8 Housing Choice Voucher Program. When a BMR Unit is rented to a tenant using the Section 8 subsidy, Property Management must enter into a lease agreement with the tenant that only requires the tenant to be responsible for the maximum annual rent. If the tenant is renting a market-rate unit, the rent is not capped at the City's maximum levels. For example, if the market-rate rent is $2,500 and the tenant pays $500, the Owner may collect the remaining $2,000 from the subsidy. If the tenant is in a BMR Unit, however, the rent is capped at the maximum rental rates established by the City.

3.7.3 Deposit Requirements

If the applicant is approved for deposit assistance through a third-party deposit assistance program, Property Management shall work with the third party and accept payment from them directly. Property Management may not collect a deposit for documented service animals.

3.7.4 Third Party Notice

Tenants who want additional help complying with the requirements of their leases may choose to list another person to also receive recertification information or any legal notices from Property Management. This may be a case manager, family friend, or a local agency that provides language assistance. If a third party is listed in a tenant's lease, Property Management must inform the tenant that personal information will be shared with the designated third party. Until the tenant notifies the Property Management to stop communication with the third party, Property Management must include the third party in all communications regarding the unit, including but not limited to lease violations, evictions, and other actions.

3.7.5 Annual Tenant Household Recertification

Tenants shall be recertified on an annual basis to determine the continued eligibility of the household, including household size, occupancy and income. Prior to lease expiration, Property Management is required to provide tenants with a recertification application. Tenants must complete the recertification form and provide annual household income documentation specified in that application. Owners shall maintain the annual recertification documentation in the tenant file for the City's annual inspection.

Rent increases are subject to the limitations described in **Section 3.5.1**

3.8 Lease Termination Notice

Termination or refusal to renew a lease for a BMR Unit must be preceded by at least sixty (60) days' written notice from Property Management to the tenant, specifying the grounds for the action. The written notice must also include resources to help the tenant address or resolve the issue, such as the phone number of a legal services provider or resources listed on the City of Livermore website at: www.livermoreca.gov.

3.8.1 No Condominium Conversions

Property Management is prohibited from converting residential rental projects to condominium, cooperative ownership, or selling condominium or cooperative rights to the Residential Development during the term of the Housing Agreement.

3.8.2 Relocation

Tenants shall not be displaced until suitable replacement housing is available. Property Management shall ensure that all occupants receive all notices, benefits, and assistance with which they are entitled. All costs incurred in connection with the temporary or permanent displacement or relocation of occupants—including, without limitation, payments to a relocation consultant, moving expenses, and payments for temporary and permanent relocation benefits pursuant to any applicable relocation laws—shall be paid by Owner. The City shall have no responsibility for such payments. Owner shall be liable for any and all claims for applicable relocation benefits sought by any current, former, or future tenant of the Residential Project.

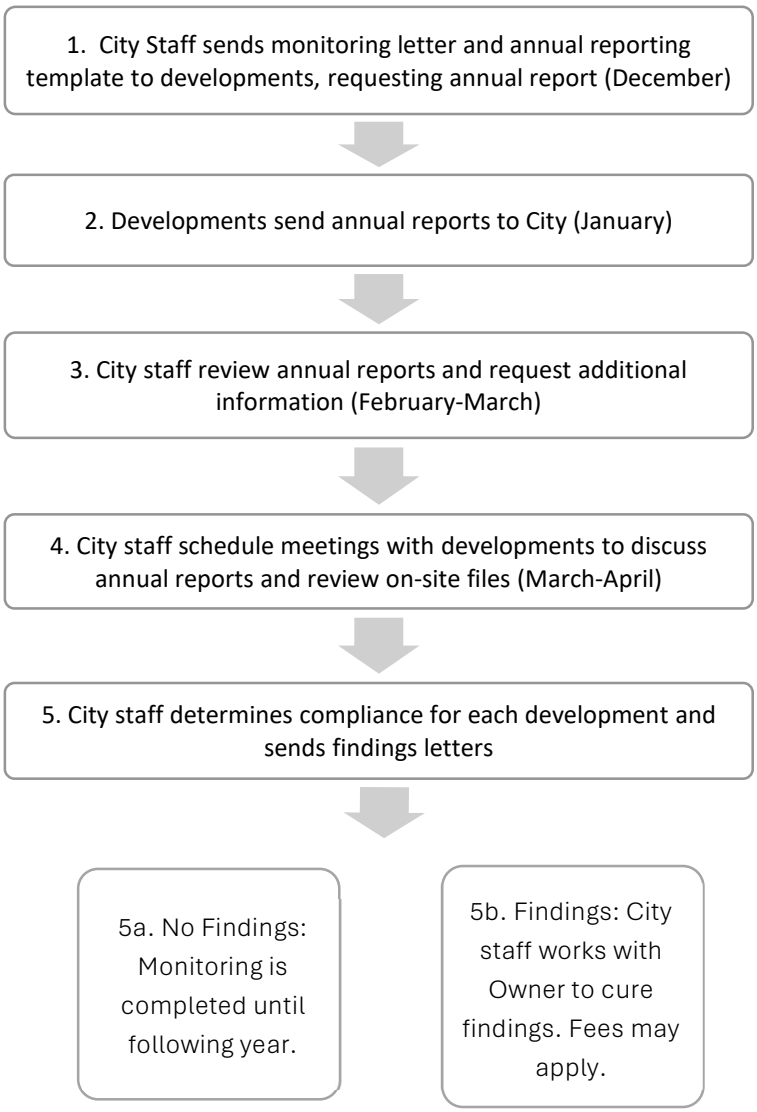
3.9 Monitoring

Owner or Property Management must submit an annual report to the City; **Figure 2** outlines the monitoring and findings process.

City staff/consultants will regularly monitor Residential Developments to determine compliance with the Regulatory Agreement. On-site reviews will include an examination of tenant records, eligibility verification, and lease agreements.

Staff will also monitor multi-family complexes that have received City funding for financial stability, housing quality, resident services, customer service, and linguistic and physical accessibility. If possible, staff will also interview residents to confirm the Residential Development meets City standards.

Figure 2: BMR Rental Monitoring Process



3.9.1 Annual Reporting Process

Owners will be required to provide annual reports to the City regarding the project's compliance with the Regulatory Agreement.

The City will send a letter to Owners to request the annual report. This letter will include a copy of the Annual Report Form for completion and certification and an invoice for the annual monitoring administration fees, if applicable. Owners will have 30 days from the date of the letter to submit the report.

The annual report must include the following information for each BMR Unit. Additional information may be requested as necessary.

Annual reports will include:

- Number of BMR Units vacant and occupied
- Current BMR tenants' income levels, move-in dates, current rent and other charges, household size, and race and ethnicity data
- General management performance including tenant relations and other relevant information

- Status of the waiting list for BMR Units, including the number of households on the list
- BMR Unit number
- Total Household Income
- Number of people residing in the BMR Unit
- Move-in date
- Last recertification date (if applicable)
- Monthly rents charged and proposed to be charged (if rent increases are scheduled) for the BMR Unit
- Rent increase
- Affordability level (i.e., Very Low-Income, Low-Income, or Moderate-Income)
- Number of bedrooms and bathrooms
- Housing Choice Voucher Program (Section 8) Status (Yes or No)
- Housing Choice Voucher Program (Section 8) Allowance (if applicable)
- Vacancy of BMR Units during the previous year (number of months)
- Identify if there was any change in the property management staff who oversees the BMR Units

In addition to the above list, City-Assisted Projects will include the following in their annual reports:

- Residential Project's income and expense statement for the reporting period
- Proposed annual budget for the next fiscal year which sets forth Owner's estimate of operating income, operating expenses and debt service for the year, amounts payable to reserves, and proposed rent adjustments
- Report on maintenance and other issues anticipated to affect the current budget needs, the amount in reserve accounts, and the amount expected to be needed for major repairs or other needs during the new fiscal year
- Financial audit of the books and records of the Residential Project prepared in accordance with generally accepted auditing standards by an independent certified public accountant. The City may require the audit to be accompanied by a supplemental report prepared in accordance with City's requirements
- Any substantial physical defects and any major repair or maintenance work undertaken

3.9.2 City Review of Rental BMR Units Annual Report

The City will review the annual monitoring report and inform Owners if any additional information is needed.

All units that are a part of the Ordinance will be reviewed during monitoring each year.

Some Residential Developments use multiple funding sources to provide lower-cost housing. These sources can include tax credits, state and federal grants, and other public and private funding, each with unique reporting and monitoring requirements. Projects that use multiple funding sources can include a mix of units with different reporting and monitoring requirements. If a Residential Development is financed through a subsidy program that has stricter occupant selection or occupant documentation requirements than the City, the City will still review the project's annual reports but may elect to rely on the

alternate subsidy program's monitoring or audit reports and associated documentation for evidence of program compliance. Property management firms with a mix of subsidized units should send copies of the required documentation to the City and produce them for other monitoring agencies as part of their annual monitoring report.

3.9.2.1 On-Site Visit

City staff or a designated consultant may perform site visits to monitor the records of all BMR Units following receipt of the annual report. The City will provide at least two (2) weeks' notice to Owner and/or Property Management of the scheduled site visit. Files for all BMR Units must be made available for review upon the City's request.

The purpose of the monitoring is to ensure compliance with the Ordinance, these Requirements, and the Regulatory Agreement. Site visits may include unit inspections. If a site audit includes unit inspections, the City will provide the list of units to be inspected with sufficient notice so that tenants can be informed and given advance notice as required by state law.

3.9.2.2 Follow-Up from the City

After the conclusion of the annual monitoring process, the City will send Owner an official "findings" letter indicating whether any compliance issues were identified during the review.

3.9.2.3 Letter with No Findings

A letter indicating "no findings" or "no official findings" means that the Residential Development is in compliance for the applicable monitoring year, and no additional action will be required unless one of the following occurs:

- The City receives a complaint or concern from a tenant at any time during the year that may indicate a violation of recorded agreements
- Monitoring for next year commences

3.9.2.4 Letter with Findings

A letter indicating that a development has received "findings" means the development is out of compliance with one or more aspects of the program. Findings letters may be issued at any time throughout the year and do not need to be connected to the annual monitoring process to remain valid. For example, findings may result from tenant complaints. Follow-up audits conducted due to findings may be subject to additional monitoring fees, depending on the severity of the finding, as outlined in the City's Fee Schedule.

3.9.2.5 Cure to Findings

The findings letter will outline the compliance violations, and the steps Owner must take to cure them. Activities to cure findings may include, but are not limited to:

- Preparing additional procedural documents (e.g., Marketing and Management Plans, maintenance plans, complaint response policies) to ensure all Requirements are met and staff are adequately trained
- Completing an additional annual report and allowing the City to conduct additional audits
- Conducting tenant outreach to determine appropriate remediation efforts if findings resulted from tenant complaints
- Providing additional BMR Units as a good-faith effort to demonstrate commitment to BMR residents
- Providing discounts to tenants who were impacted by the findings

All findings' letters will include a timeline for completing the required activities. Extensions may be granted at the discretion of City staff. Penalties and fines may be imposed on developments that fail to respond in a timely manner or that receive recurring findings.

3.9.3 Monitoring Fee

In connection with the cost of annual compliance monitoring, the City will charge Owner a monitoring fee after the project completion and on each calendar year thereafter pursuant to the City fee schedule, except as prohibited by law. The City may increase the monitoring fee by an escalation factor of the current City's Master Fee Schedule each year. The fee will be added to the City's Master Fee Schedule and approved annually by the City Council.

3.9.4 Record Maintenance & Access

Owner shall maintain all records related to the construction of the Project for five (5) years after final payment is made and all pending matters are closed.

Owner shall also maintain tenant leases, income certifications, and other documents related to the leasing of the affordable units for a period of five (5) years after the tenant's final date of occupancy and shall make these documents available to the City upon request.

Owner shall provide the City and its authorized agents and representatives with access to any books, documents, papers, and records of the Residential Project for the purpose of conducting audits, examinations, excerpts, and transcriptions.

3.9.5 Inspections & Access

With at least forty-eight (48) hours' notice, and during normal business hours, the City and its authorized agents and representatives shall be permitted access to the Residential Development as often as deemed necessary. This access includes the right to examine the property and to interview tenants and employees for the purpose of verifying compliance with applicable regulations, these Requirements, and Regulatory Agreement.

3.9.6 Follow-up Fee

When the City is required to re-visit the Residential Development to inspect a habitability, compliance, or property maintenance issue of serious concern, the City will charge Owner

an inspection fee. Issues that are not resolved by Owner in a timely manner may require multiple inspections, each of which may result in additional inspection fees.

3.10 Project Operation Requirements

3.10.1 Fair Housing Practices

Owner shall comply with State and Federal Fair Housing laws when marketing and renting the units in the Project. Owner shall accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing Section 8 program or any successor thereto. Owner will include the non-discrimination language below in the lease agreements.

3.10.2 Non-Discrimination

Owner is prohibited from restricting the rental, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Residential Development, or any portion thereof, based on the race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Owner shall covenant for itself and for all persons claiming under or through it that these Requirements are made and accepted subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m), paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code. This prohibition applies to the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Residential Development or any part thereof.

Owner shall not and shall not permit any person claiming under or through Owner to establish or allow any discriminatory practice regarding the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in or for the Residential Development or any part thereof. Owner shall include this provision in all deeds, leases, contracts, and other instruments it executes and shall enforce it diligently and in good faith.

3.10.3 Required Non-Discrimination Language

Pursuant to the Government Code sections cited in 3.10.2, the following language shall appear in the residential lease agreement:

“The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.”

Pursuant to the Government Code, the following language shall appear in the contracts pertaining to the Property Management:

"There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land."

3.10.4 Disabled Persons Occupancy

Owner shall be required to operate the Residential Development at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements, including but not limited to the applicable provisions of (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled person access.

3.11 Property Management and Maintenance

3.11.1 Maintenance Obligation

Owner shall maintain the Residential Development in good physical condition and repair, and in decent, safe, sanitary, habitable, and tenantable condition, in compliance with all applicable state, federal, and local laws, ordinances, codes, and regulations. Owner shall keep all components of the Residential Development including, without limitation, the residential units, common areas, meeting rooms, landscaping, driveways, parking areas, and walkways free of waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, and abandoned vehicles or appliances.

Owner shall prevent and/or correct any physical deterioration, maintain all landscaping in a healthy and well-kept condition, and make all repairs, renewals, and replacements necessary to keep the project in good condition and repair. Owner shall also provide adequate security measures, including, without limitation, the installation of sufficient lighting and deadbolt locks.

3.11.2 Right of Entry

If Owner breaches the maintenance obligations, then after receiving written notice from the City, the City may, at its discretion and in addition to any other remedies available at law or in equity, enter the Property and perform any acts or work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property. The Regulatory Agreement grants the City, its employees, contractors, and agents the option to enter the Property for these purposes. Owner shall be responsible for paying all costs reasonably incurred by the City in performing such maintenance.

3.11.3 Changes in Property Management and Ownership

Owner must notify the City in writing at least 30 days prior to/of any change in the Property Management of the Residential Development. The notification shall contain the name(s) and contact information of the new Property Management.

4. HOUSEHOLD REQUIREMENTS FOR BMR TENANTS

4.1 Overview

Tenants must comply with the household composition and income requirements described herein. If a rental project receives funding from other public sources with different or conflicting requirements, such as State or Federal Tax Credits or Federal Section 8 Project-Based Vouchers, the City may, at its sole discretion, allow a deviation from these requirements to align with those other affordability restrictions.

4.2 Household Size and Income

The size of a household is determined by the number of people living in the home at the time of application. To qualify for a BMR unit, the household size must be compatible with the size of the unit being rented. These standards are established to maximize the occupancy of affordable units while avoiding overcrowding or unsafe conditions.

The minimum household size for each BMR unit may not be less than one person per bedroom. Table 1 presents the maximum household size for each BMR unit based on the number of bedrooms. This guideline follows HUD maximum occupancy standards. Studio units, which do not have a separate bedroom, are limited to a maximum of two occupants. For units with more than four bedrooms, two additional persons may be added per bedroom to determine the maximum allowable occupancy.

Table 1. Maximum Household Size per BMR Unit

Unit Size (Number of Bedrooms)	Maximum Household Size (Number of Persons)
0 (studio)	2
1	3
2	5
3	7
4	9

4.2.1 Maximum Total Household Income

To be eligible for a BMR Unit, an applicant's total household income must not exceed the applicable maximum income limit. Total household income refers to the household's gross annual income (see **Section 4.2.2**), plus assets calculated in accordance with **Section 4.4**. Maximum income limits are adopted annually by the City Council and reflect AMI based on State income limits adopted by HCD. The City Council adopts updated income limits each year, and affordable rental rates are established using these limits. For current income limits, refer to the City's Housing Division webpage at www.LivermoreCA.gov/AffordableIncomeLimits.

4.2.2 Gross Household Income

Gross household income means all income received by all adult household members (18 years of age and older) from all sources, as defined in the Internal Revenue Code (Title 26, Subtitle A, Chapter 1, Subchapter B, Part I, Section 61), for a 12-month period, whether or not such income is exempt from federal income tax. Such income includes, but is not limited to, the following:

- Compensation from an employer, including salary, overtime, bonuses, tips, and any other form of pay received (cash, checks, or other payment methods). This also includes additional pay for special working conditions, such as hazard pay, or one-time payouts for unused vacation or sick leave.
- Alimony, spousal and child support
- Cash, including cash from the sale of personal property
- Pensions, if at an age where a pension is being received as income
- Public benefits, including but not limited to, CalWORKs, Supplemental Security Income (SSI), and disability income
- All interest, dividends, and royalties
- Income derived from private businesses
- Rental income
- Compensation for services rendered, such as freelance, online businesses, side businesses, and self-employment, and including any payments, fees, fringe benefits, commissions, tips, and bonuses
- Stipend received for participation in a mentor, learning, or education opportunity
- Gains from dealings in private and/or commercial property
- Gambling winnings
- Annuities, life insurance, and endowment contracts
- Income from discharge of indebtedness or debt forgiveness
- Gross partnership contributions or distributions
- Income from an interest in an estate or trust

Gross household income does not include income earned by a household member who is between the ages of 18 and 26 and meets **both** of the following criteria:

- Is claimed as a dependent of a household member on their federal income taxes; and
- Is a full-time student (12+ units; school transcript must be provided).

Gross household income does not include payments to a household member received from a governmental fund if both of the following requirements are satisfied:

- The payments do not represent compensation for services rendered; and
- The payments are part of a governmental need-based subsidy program, including, but not limited to, housing choice vouchers or Section 8 federal housing assistance payments; CalFresh benefits; or Women, Infants, and Children (WIC) assistance.

For purposes of determining gross household income, each person 18 years of age or older must present **all** the following (and all documentation must be kept in tenant files for a period of not less than three (3) years):

- A complete set of federal and state income tax returns for the past two (2) years. If taxes have not been filed for the past two (2) years, a letter of verification of non-filing from the Internal Revenue Service is required
- Most current SSI statement of benefits, if applicable
- Four most recent and consecutive pay stubs, if applicable
- Three most recent and consecutive statements for all financial accounts, including, but not limited to, savings accounts, checking accounts, retirement accounts, 401(k) accounts, stock accounts and other accounts held in the applicant(s) name(s), whether held individually or together

If a household member is self-employed, in addition to the information above, that household member must submit the following:

- Profit and loss statements for the past three (3) years
- Current profit and loss statement for the year.
- Banking accounts that are used for business and personal use

The City and/or the Owner reserves the right to request additional information needed to verify self-employment income.

4.3 Income Calculations

Income calculations are intended to align with the CPD Income Eligibility Calculator and Income Limits - HUD Exchange methodology and are summarized in this section. Income will be projected based on income documentation and vary depending on pay frequency. For reference, **Table 2** shows different calculations for varying pay periods. The City and/or Owner will use all three income calculation methods and use the highest income projection of the three for qualification purposes.

Table 2. Annual Income Calculations by Pay Frequency

Pay Frequency	Annual Income Calculation
Monthly	Monthly income amount x 12
Twice Monthly	Twice monthly income amount x 24
Biweekly	Biweekly income amount x 26
Weekly	Weekly income amount x 52
Hourly	Hourly income x 40 (or whatever normal hours per week may be) x 52

4.3.1 Income Calculation Methods

The income calculation will include all forms of income. **Sections 4.3.1.1** through **4.3.1.5** outline the different calculations and documentation requirements for each form.

4.3.1.1 Regular Income

During the qualification process, income will be calculated in three ways. After completing these calculations, the highest resulting income amount will be used to determine eligibility. These three methods allow for consideration of a variety of income situations, including variable hourly wages, regular overtime, and temporary changes in income. The three calculation methods are as follows:

1. Verification of Employment from Employer**.** A letter from the applicant's employer stating the position, terms of employment, full-time or part-time status, salary/hourly rate, and overtime rate. This letter must indicate whether the employee will regularly receive overtime
2. Year-to-Date Calculation**.** This calculation will use the hourly, monthly, or annual pay based on the verification and pay stubs. **Examples 2** and **3** show how income may be calculated
3. Average Number of Hours and Overtime as Listed on Pay Stubs**.** This calculation uses the four most recent and consecutive pay stubs, as described in **Section 4.2.2** above, in order to calculate the average pay. **Example 4** shows how income may be calculated

Examples 2 and 3: Year-to-Date Income Calculation
Example 2: The applicant's pay stub indicates the following: • $1,500 income (gross) • Full-time (40 hours per week) • Biweekly pay (26 pay periods per year) • No regular overtime Year-to-Date Calculation: $1,500 x 26 pay periods per year = **$39,000 annual salary**
Example 3: The applicant's pay stub indicates the following: • $25 per hour (gross) • Full-time (40 hours per week) plus overtime • Twice monthly pay (24 pay periods per year) • $150 in overtime each pay period Year-to-Date Calculation: $25 x 40 hours per week = $1,000 per week $1,000 per week x 52 weeks = $52,000 $150 per pay period overtime x 24 pay periods = $3,600 estimated overtime per year **$52,000 full-time salary + $3,600 overtime = $55,600 total salary**

<table>
<tr><th colspan="4">Example 4: Average Number of Hours and Overtime Calculation</th></tr>
<tr><td colspan="4">Applicant is paid weekly at a rate of $20/hr. and an overtime rate of $30/hr.</td></tr>
<tr><td><u>Paycheck 1</u>
40 regular hours
5 overtime hours</td><td><u>Paycheck 2</u>
30 regular hours
0 overtime hours</td><td><u>Paycheck 3</u>
40 regular hours
3 overtime hours</td><td><u>Paycheck 4</u>
40 regular hours
7 overtime hours</td></tr>
<tr><td colspan="4"><u>Calculation for regular hours:</u>

40 + 30 + 40 + 40 / 4 = average 37.5 regular hours

<u>Calculation for overtime:</u>

5 + 0 + 3 + 7 / 4 = average 3.75 overtime hours

<u>Calculation for total income*:</u>

$20 regular rate x 37.5 regular hours = $750.00

$30 overtime rate x 3.75 overtime hours = $112.50

$750.00 + $112.50 = $862.50 weekly pay x 52 weeks = $44,850.00</td></tr>
<tr><td colspan="4">*Adjustments will need to be made to this calculation depending on the frequency of pay based on the calculations in Table 4 above.</td></tr>
</table>

4.3.1.2 Income from Self-Employed or Non-Corporation Wages

Self-employed applicants are considered to have variable income. Gross annual income shall be based on projected current year earnings. These projections will consider:

- Net income reported on Schedule C from the applicant's federal tax returns for the previous two (2) years
- Net income before taxes from the applicant's signed, year-to-date profit and loss statement.

4.3.1.3 Income from Social Security and Supplemental Security Income

Third-party verification received directly from the source is an acceptable method of income verification. Acceptable documentation includes:

- The current year Social Security Award Letter
- The most recent Supplemental Security Income (SSI) verification letter

4.3.1.4 Income from Pensions, Annuity Payments, Etc.

Pension, annuity, and similar income sources must be verified through third party documentation or an official statement confirming the total amount received.

4.3.1.5 Income from Gifts

Income from gifts must be documented with a signed and dated statement from the individual providing the gift, specifying the amount and frequency.

4.4 Assets

Assets are items of value other than necessary personal items. Income from assets must be taken into consideration when determining eligibility for a household. Asset information (asset value and income from the asset) should be obtained at the time of application. An asset test will be applied to all applicants to determine whether they satisfy the income requirements. TCAC rental communities may have different asset requirements for tenants.

Owner should follow the guidelines outlined in HUD Occupancy Handbook Chapter 5 to determine the household's asset income. To determine the asset income, Owner should compare the "cash value," or what the earnings on the asset would be worth if converted to cash, and the "imputed value" using the current HUD Passbook Rate of .45% (as of 2025). The higher of the two values should be noted on the income eligibility determination form and included in the total income calculation.

The following funds are excluded from the asset calculation:

- The first $51,600 of total household assets are excluded from the asset test (Pursuant to HUD Guidelines)
- Pensions and federally approved retirement savings accounts, such as IRAs, Roth IRAs, and 401(k)s; however, retired applicants who receive income from their retirement account must include such income as gross household income on their application
- Funds that are in 529 education savings accounts

Examples 5 & 6 illustrate the calculation for determining income with assets.

Examples 5 & 6: Determining Income with Assets
Example 5: A household of three earns $50,000 a year and has $150,000 in total household assets $150,000–$51,600 = **$98,400** **.0045 (Passbook rate) X $98,400 = $442.80 Imputed Income** New total household income: $50,000 + $442.80 = **$50,442.80**

4.4.1 Asset Exceptions

In certain circumstances, households with a senior or disabled household member may be eligible for an exception to the asset requirements described in this section. The City may require that applicants submit a written request explaining the need for an exemption pursuant to the Exceptions procedures described in **Section 5** of these Requirements.

5. EXCEPTIONS AND APPEALS

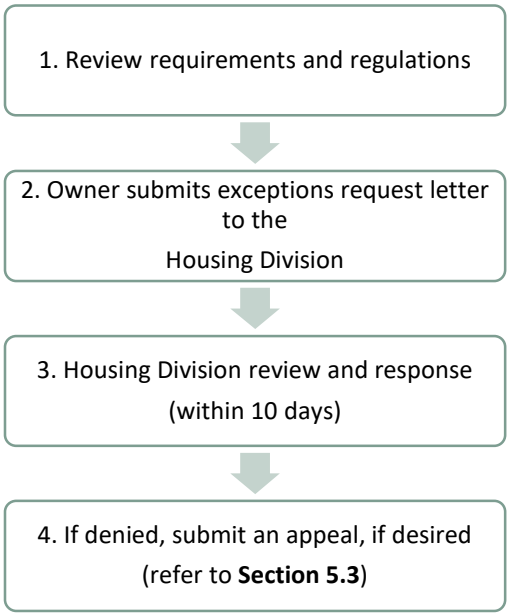
5.1 Overview

The City has policies in place for any applicant who believes that their situation warrants an exception to, or an appeal of, the Requirements. The procedures for requesting exceptions and submitting appeals are outlined in this section.

5.2 Exceptions Requests

Any applicant who believes their situation warrants an exception to any part of these Requirements due to circumstances beyond their household's control, including but not limited to special needs, hardships, or other unique circumstances, may request an exception by submitting a written letter to the City prior to submitting any application. The exception request procedure is outlined in **Figure 3**.

Figure 3:
Exception Request Procedure



The exception request must specify which guideline or requirement the household cannot meet for reasons beyond their control or other valid circumstances. The request should describe the household's unique situation that warrants one or more specific exceptions and reference the relevant page(s) and section(s) of these Requirements and/or the application form.

If the need for an exception arises while an application is under review, a request may be submitted at that time. If the need for an exception arises only after a determination letter has been issued by City staff, the exception request must be submitted as an appeal, in accordance with the appeal process described in **Section 5.3.**

Exceptions related to disabilities (reasonable accommodations) may be requested following the same procedure, with a brief description of the accommodation needed due to the applicant's disability. Such requests will be handled in accordance with the City's reasonable accommodation policy and these Requirements.

The City will review the requested exception and provide a written response within ten (10) calendar days, stating whether the request has been granted in full, granted in part, or denied, along with the reason for the decision. If the request is denied, applicants may submit an appeal as explained in **Section 5.3**.

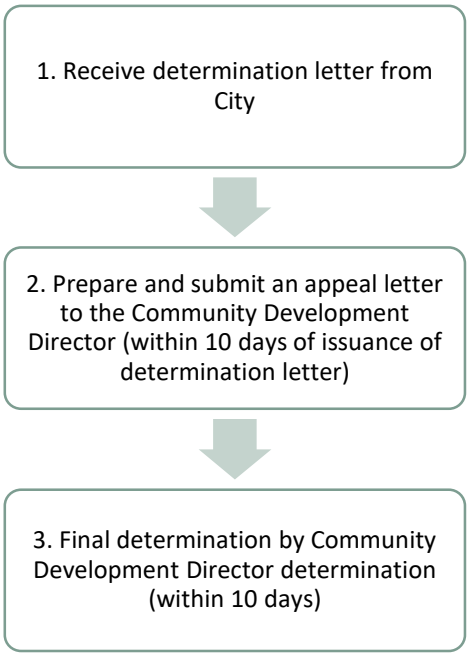
5.3 Appeals Procedure

Applicants may appeal any determination letter, including the denial of a requested exception, by submitting a written explanation of the reasons for their appeal along with any supporting evidence they wish to provide. The appeals procedure is outlined in Figure 4.

City staff are not authorized to assist applicants in drafting appeal letters or in determining appropriate grounds for appeal or supporting evidence, beyond advising applicants of the content of these Requirements, application forms, and other published program materials. Applicants may refer to these Requirements and application forms and/or seek their own advisors or counsel to determine what documentation may be appropriate.

The Community Development Director, or their designee, will consider the appeal. The appeal letter must be delivered by mail, email, or personal delivery within ten (10) calendar days of the issuance date of the determination letter being appealed. The Community Development Director will review the appeal and issue a determination within ten (10) calendar days. The Community Development Director's determinations are considered final.

Figure 4:
Appeals Procedure



6. APPENDIX

DEFINITIONS

Affordable Housing Agreement: An agreement between the developer and the City for a Residential Development project that sets forth the developer's Inclusionary Obligation and the method by which the developer will comply with the requirements of the Ordinance. The agreement is recorded against the property(s) containing the BMR Units and establishes the rules and requirements for property management and BMR Unit administration.

Area Median Income (AMI): The adjusted for household size as published annually by the California Department of Housing and Community Development (HCD), based on the annual income calculations completed by the US Department of Housing and Urban Development (HUD).

Below Market Rate (BMR) Unit: A unit that is reserved for rent to Very Low-, Low-, Median- or Moderate-Income households. BMR Units have restrictions recorded against them to ensure they remain affordable for a period as outlined in the Housing Agreement or Regulatory Agreement. Tenant-occupied BMR Units are deemed affordable if they meet the annually updated maximum rent price restrictions as described in the Affordable Housing Agreement for each development.

City: The City of Livermore.

City-Assisted Project: Residential Developments that has received City funding

City Council: The legislative body of the City of Livermore.

City Limits: The maximum monthly income limits and rental rates for affordable units that are adopted annually by City Council.

City Staff: An employee or designee of the City of Livermore responsible for actions related to the Ordinance or these Requirements.

Extremely Low-Income: Total Household Income that is 30% or less of AMI, adjusted for actual household size.

(These) Requirements: These Requirements are in accordance with the Affordable Housing Ordinance.

HCD: The California Department of Housing and Community Development.

HUD: The US Department of Housing and Urban Development.

Inclusionary Obligation: The number of BMR Units a developer is required to construct (or pay fees in lieu thereof) in a Residential Development project to comply with the Affordable Housing Ordinance.

Low-Income: Total Household Income that is 51% to 80% of AMI, adjusted for actual household size.

Marketing and Management Plan: A plan required for rental Residential Developments that contains the information outlined in **Section 3** of these Requirements.

Maximum Income: The maximum income for an income category (Very Low, Low, or Moderate) is determined periodically by HCD based on AMI. See **Section 4** of these Requirements for Maximum Incomes.

Maximum Monthly Rent: The maximum allowable monthly rent for Below Market Rate (BMR) rental units in Livermore. See **Section 3.5.**

Median Income: Total Household Income that 81% to 100% of AMI, adjusted for actual household size.

Moderate-Income: Total household income that is 101% to 120% of AMI, adjusted for actual household size.

Monitoring Fee: A fee charged by the City to the developer/property manager for the annual review of Residential Development s. The City shall set the fee amount, which may be adjusted periodically as necessary to cover the City's administrative costs. All BMR Residential Development s will be notified of any change in fees.

Monitoring Findings: A letter indicating that a BMR Residential Development is out of compliance with recorded agreements. This may occur after annual monitoring is completed or when the City is informed of violations via tenant complaints or other means. This may result in action being taken or fees charged by the City pursuant to the Affordable Housing Agreement to cure the findings. See **Section 3.9.**

Next Available Unit Rule: This rule states that when a BMR Unit is occupied by a tenant who no longer meets the BMR household or income eligibility requirements, the next available unit will be made available as a BMR Unit, and the current BMR Unit will convert to either market rate or some other subsidy status, as appropriate.

Owners: Developers and/or project owners of Residential Development, required to implement the City's Ordinance for affordable rental units.

Property Manager: Professional property managers that administer the day-to-day operations of a Residential Development project. May be an external contracted firm or staff associated with the developer or owner.

Qualified Household: This can include any group of persons so long as such persons, when viewed as a whole, satisfy the eligibility requirements for a household. For a rental BMR Unit, a "qualified household" means a household that satisfies the requirements listed in **Section 4.2** of these Requirements.

Residential Development: Includes, without limitation, detached single-family dwellings, multiple-dwelling structures, groups of dwellings, condominium or townhouse developments,

condominium conversions, cooperative developments, mixed-use developments that include housing units, and residential land subdivisions intended to be sold or rented to the general public.

Resident Services Plan: Plan for Residential Development that offers services to tenants, identifying service provider(s), staffing levels (including any third-party contracts/agreements with other agencies) and describe the services provided.

Senior: A person 62 years of age or older.

TCAC: Tax Credit Allocation Committee

Total Household Income: All Gross Household Income and assets received during a calendar year (as calculated pursuant to **Section 4**).

Utility Allowance: The maximum BMR rent must be reduced to account for utility costs. See **Section 3.5.4**.

Very Low-Income: Total Household Income that is 31% to 50% of AMI, adjusted for actual household size.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.23**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Marianna A. Burch, City Manager

SUBJECT: Resolution authorizing the annual display of the Philadelphia Rainbow Pride flag in June and the POW/MIA flag in November at the Civic Center Campus

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the annual display of the Philadelphia Rainbow Pride flag during the month of June and the POW/MIA flag during the month of November at the Civic Center Campus flagpole, with both displays to continue annually unless otherwise directed by the City Council.

DECISION TYPE

Legislative

SUMMARY

On April 27, 2026, consistent with the Commemorative Flag Display Policy and at the request of Council Member Branning, the City Council directed staff to return with a resolution for City Council consideration to authorize the display of the Philadelphia Rainbow Pride flag during the month of June and the POW/MIA flag during the month of November at the Civic Center Campus flagpole, beginning in 2026 and continuing annually unless and until the City Council takes action to discontinue the displays.

DISCUSSION

At the September 23, 2019, Council meeting, Council adopted a Commemorative Flag Display policy. The policy allows a Council Member to request display of a commemorative flag at the Civic Center Campus, on the City of Livermore flagpole, beneath the City of Livermore flag. Once a request has been made by a Council Member, the Council will consider the request at a duly noticed public meeting.

The City's policy is constructed to allow the display of commemorative flags as a form of government expression. Such flags may be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no more than thirty-one consecutive days.

At the April 27, 2026, Council meeting, Council Member Branning requested to display the Philadelphia Rainbow Pride flag during the month of June and the POW/MIA flag during the month of November beginning in 2026 and continuing annually unless and until the City Council takes action to discontinue the displays.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with this resolution.

COMMUNITY PILLAR

1: A City That Works

Goal

1. Engage effectively with the Mayor and City Council

ATTACHMENTS

1. Resolution

Prepared by: Deborah Davis
Executive Assistant

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 ANNUAL DISPLAY OF THE PHILADELPHIA RAINBOW PRIDE FLAG AND THE POW/MIA FLAG AT THE CIVIC CENTER CAMPUS

On September 23, 2019, the City Council adopted a Commemorative Flag Display Policy.

On April 27, 2026, consistent with the policy and at the request of Council Member Branning, the City Council directed staff to return with a resolution authorizing the display of the Philadelphia Rainbow Pride flag during the month of June and the POW/MIA flag during the month of November at the Civic Center Campus flagpole, beginning in 2026 and continuing annually unless and until the City Council takes action to discontinue the displays.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that the display of the Philadelphia Rainbow Pride flag during the month of June and the POW/MIA flag during the month of November at the Civic Center Campus flagpole is hereby authorized, beginning in 2026 and continuing annually unless and until the City Council takes action to discontinue the displays.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.24**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution amending the City's Community Benefit Policy and appropriating $600,000 in Community Benefit funds.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution amending the Community Benefit Policy and appropriating $600,000 in Community Benefit funds.

DECISION TYPE

Administrative

SUMMARY

In January 2024, the City Council adopted the Community Benefit Policy and established the Community Benefit Fund, which has since generated over $600,000 in revenue from private development projects, with additional funds committed from future projects. Despite the success of the Community Benefit Program as a tool for obtaining contributions from development projects, the current policy's expenditure provisions lack sufficient flexibility to pursue time sensitive economic development opportunities, as the current policy relies on the regular City budget process or a specific appropriation to allocate funds. Additionally, the current Community Benefit Policy identifies "Economic Incentive Programs" as an eligible expenditure category. Staff recommends amending the policy to delegate expenditure authority to the City Manager consistent with the approval threshold set forth in the City of Livermore's purchasing ordinance, and to expand eligible uses to include "Economic Development Programs." These amendments would increase flexibility, improve efficiency, and enable more effective support of local economic development efforts while maintaining appropriate oversight. There are no fiscal or administrative impacts.

DISCUSSION

In January 2024, the City Council adopted the Community Benefit Policy (Attachment 1) and established the Community Benefit Fund to support economic development and other community-serving investments through the negotiation of financial contributions through development agreements and

other means. Since that time, implementation of the policy has been successful from the perspective of facilitating contributions from development projects, with more than $600,000 collected to date and several million dollars in additional contributions committed. The Community Benefit Fund does not contain any general fund or other taxpayer dollars.

While fund accumulation has progressed well, the current policy's expenditure provisions lack sufficient flexibility in allocating funds. Because expenditures are generally tied to the biennial budget process or require supplemental appropriations, staff has limited ability to deploy funds with the speed economic development opportunities often require. The lack of an expeditious path to allocating these Community Benefit monies can result in the need to use alternative sources, such as the General Fund, even though the Community Benefit Fund would have otherwise been an eligible and appropriate source.

City staff recommends amending the Community Benefit Policy to better align with the operational realities of economic development and improve the City's ability to respond to time-sensitive, competitive opportunities. Efforts to attract, retain, and expand businesses often require the City to evaluate proposals, negotiate terms, and commit resources within compressed timeframes. Under the current framework, delays associated with budget cycles or supplemental appropriations can limit responsiveness and, in some cases, result in missed opportunities, reduced negotiating leverage, or less favorable project terms. While the City's Purchasing Policy already provides delegated authority for staff to execute agreements within defined limits, the Community Benefit Policy does not currently provide the same level of flexibility, creating inconsistency and administrative inefficiency.

Additionally, the current Community Benefit Policy identifies "Economic Incentive Programs" as an eligible expenditure category, which lacks sufficient breadth to cover the range of economic development activities that may help advance community priorities. For example, a business considering locating or starting in Livermore may request specialized information about the local market that requires a consultant-led study. Such a request would not fall under the conventional definition of an "economic incentive," but may be critical to bringing that business to Livermore.

The proposed amendments (Exhibit A) address both of these challenges by:

1. Establishing a $200,000 threshold, consistent with the City of Livermore's purchasing ordinance, for City Manager authority to expend Community Benefit funds and execute agreements, while reserving City Council approval for larger amounts; and
2. Changing "Economic Incentive Programs" to "Economic Development Programs" to better support opportunistic projects that may arise outside the budget cycle.

If approved, these changes would improve administrative efficiency, enable more timely deployment of funds, and support strategic cash flow management while maintaining accountability and fiscal stewardship. Collectively, these changes enhance the City's ability to act quickly, negotiate effectively, and position Livermore as a responsive and reliable partner in advancing local economic development objectives.

FISCAL AND ADMINISTRATIVE IMPACTS

The proposed resolution will appropriate the $600,000 in Community Benefit funds that the City has already collected to accomplish the goals of the amended Community Benefit Policy. There are no other fiscal or administrative impacts associated with the amendment. The amendment would improve

operational efficiency. Staff time allocated to preparation of this report and the amendment is fully covered by the General Fund.

COMMUNITY PILLAR

2: Economy That Prospers

GOAL

1: Lead efforts to provide effective communication and engagement with businesses

ATTACHMENTS

1. Existing Community Benefit Policy
2. Resolution
3. Exhibit A - Community Benefit Policy Amendment

Prepared by: Jake Potter
Economic Development Manager

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

DocuSign Envelope ID: B4642B63-DCBA-4E1A-8D7E-2E74643AEA8C

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA
A RESOLUTION ESTABLISHING A COMMUNITY BENEFIT POLICY AND FUND

In April 2023, the City Council established the *2023 – 2028 Citywide Strategic Plan*, a five-year road map to guide the organization's budget and work programs, which would require financial resources.

During the implementation of the Strategic Plan, City of Livermore ("City") staff recognized a need to establish a policy and funding mechanisms to help achieve the Strategic Plan goals and objectives.

The proposed Community Benefit Policy accomplishes Strategic Plan goals and objectives by: (1) creating a Special Fund to collect and administer resources; (2) identifying eligible projects to be funded; and (3) establishing when and how the City will appropriate funds for community programs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby approves the Community Benefit Policy, attached hereto as Exhibit A, and establishes a Community Benefit Fund.

On motion of Council Member Kiick, seconded by Council Member Branning, the foregoing resolution was passed and adopted on January 8, 2024, by the following vote:

AYES:	Council Members Barrientos, Branning, Kiick, Vice Mayor Carling, and Mayor Marchand
NOES:	None
ABSENT:	None
ABSTAIN:	None

ATTEST:

DocuSigned by:
Marie Weber
803794826BC44BB...

Marie Weber
Deputy City Manager and City Clerk
1/21/2024 | 8:09 PM PST

APPROVED AS TO FORM:

DocuSigned by:
Jason Alcala
B8A061794DA0458...

Jason Alcala
City Attorney

Exhibit A – Community Benefit Policy

Community Benefit Policy

The City of Livermore establishes a Community Benefit Fund to implement programs that contribute to achieving Strategic Plan priorities as reflected in the following Pillars:

- **Safe Community That Thrives**
- **Economy That Prospers**
- **Inclusive and Inviting Spaces and Places**
- **Environmental Stewardship**

The following is the City's policy related to the Community Benefit Fund including eligibility of funding sources and expenditures.

Community Benefit Fund Purpose

The Community Benefit Fund will be used to fund economic, climate resilience, and community programs and contribute to public spaces and facilities. The following categories of expenditures are eligible for Community Benefit Funding:

- **Public Spaces and Community Services** – It is essential for the City to invests in critical public buildings, spaces (including parks, trails and plazas), and facilities as well as essential services in order to maintain high quality of life in the community. Eligible expenses may include contributions to public safety and community facilities and amenities, community programing provided by Library Services, Human Services, and Arts and Cultural partners.

- **Economic Incentive Programs** - The City's goal is to facilitate new businesses to create jobs and benefit the community through a variety of uses, services, and experiences. Economic incentive programs should be geared towards local small businesses, and may include loans, grants, startup costs, fee gap closures, real estate assistance, and marketing and branding campaigns.

- **Climate Resilience Programs** – The City's goal is to reduce the impacts associated with climate change. Implementation of the 2022 Climate Action Plan work program includes development of business and residential resiliency incentive programs. Eligible programs will help the community reduce, adapt, and prepare for climate impacts. Such programs may include incentives and financial assistance for improvements such as water efficient landscaping and electrification of existing buildings in addition to marketing and engagement activities related to the Climate Resilience program.

- **Community Events and Programs** – The City helps to support commercial and mixed-use districts with events and programming that promote a sense of

community by collaborating with partner organizations and activating spaces to generate support for neighborhood districts. Eligible expenditures may include support for local events programs that promote community building and connections, as well as visitation and tourism.

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Community Benefit Program Funding Sources

Community Benefit Funding contributions may come from a variety of sources not otherwise designated for other dedicated uses, including but not limited to transactions negotiated through Development Agreements (or other agreements), sponsorships and contributions, and property sale proceeds.

Community Benefit Program Funding Appropriations

The City Manager will recommend expenditures from the Community Benefit Fund as part of the biennial budget process. If an eligible project requires funding outside of the budget process, such funding may be allocated in a supplemental appropriation.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AMENDING THE COMMUNITY BENEFIT POLICY AND APPROPRIATING $600,000 IN COMMUNITY BENEFIT FUNDS

The Livermore General Plan and Strategic Plan contain policies that call for business support, operational efficiency, and effective service.

On January 8, 2024, the City Council adopted Resolution 24-004 adopting a Community Benefit Policy to support economic development initiatives and projects that deliver measurable public benefit.

City staff has found that economic development opportunities are often time-sensitive and opportunistic, requiring the City to act quickly to remain competitive and secure favorable outcomes.

The current policy framework, which relies on the biannual budget process or supplemental appropriations for funding authorization, can delay action, create administrative inefficiencies, and limit the City's ability to respond effectively to such opportunities.

The current policy framework identifies "Economic Incentive Programs" as an eligible expenditure category, which lacks sufficient breadth to cover the range of economic development activities that may help advance community priorities.

Amending the Community Benefit Policy to authorize the City Manager to expend funds and execute agreements under certain thresholds, consistent with existing contracting and purchasing authority, would improve administrative efficiency, align internal processes, enhance fiscal stewardship, and strengthen the City's ability to partner with and support local businesses while maintaining appropriate oversight.

Amending the Community Benefit Policy to change "Economic Incentive Programs" to "Economic Development Programs" would expand the range of eligible activities to include those which are vital to expanding economic growth but do not fall under the conventional definition of an "incentive," thereby improving community outcomes.

On May 11, 2026, the City Council considered the amendment to the Community Benefit Policy ("Amendment"), appropriation request ("Appropriation"), staff recommendation, and all public comments and testimony.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the Amendment and Appropriation, and at a properly noticed public meeting, the City Council reviewed written and oral staff reports, took public testimony, and received into the record all pertinent documents related to the

Amendment and Appropriation (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 found that the Amendment and Appropriation are not a Project pursuant to the requirements of the California Environmental Quality Act (CEQA).

BE IT FURTHER RESOLVED that, consistent with the Livermore General Plan and Strategic Plan, the City Council of the City of Livermore hereby adopts the amended Community Benefit Policy, attached hereto as Exhibit A, and appropriates $600,000 of Community Benefit funds. In Exhibit A, the deletions are shown using a strikethrough, and the added language is shown with an underline.

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 May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

*/s/ Katherine Mirassou*_____
Katherine Mirassou
Assistant City Attorney

Exhibit A – Amended Community Benefit Policy

Community Benefit Policy

The City of Livermore establishes a Community Benefit Fund to implement programs that contribute to achieving Strategic Plan priorities as reflected in the following Pillars:

- **Safe Community That Thrives**
- **Economy That Prospers**
- **Inclusive and Inviting Spaces and Places**
- **Environmental Stewardship**

The following is the City's policy related to the Community Benefit Fund including eligibility of funding sources and expenditures.

Community Benefit Fund Purpose

The Community Benefit Fund will be used to fund economic, climate resilience, and community programs and contribute to public spaces and facilities. The following categories of expenditures are eligible for Community Benefit Funding:

- **Public Spaces and Community Services** - It is essential for the City to invest~~s~~ in critical public buildings, spaces (including parks, trails and plazas), and facilities as well as essential services in order to maintain high quality of life in the community. Eligible expenses may include contributions to public safety and community facilities and amenities, community programing provided by Library Services, Human Services, and Arts and Cultural partners.

- **Economic Development ~~Incentive~~ Programs** - The City's goal is to facilitate new businesses to create jobs and revenues and benefit the community through a variety of uses, services, and experiences. Economic development ~~incentive~~ programs should be geared towards supporting local ~~small~~ businesses and high-impact projects, and may include loans, grants, startup costs, fee gap closures, real estate assistance, ~~and~~ marketing and branding campaigns, and other programs that achieve economic development objectives.

- **Climate Resilience Programs** - The City's goal is to reduce the impacts associated with climate change. Implementation of the 2022 Climate Action Plan work program includes development of business and residential resiliency incentive programs. Eligible programs will help the community reduce, adapt, and prepare for climate impacts. Such programs may include incentives and financial assistance for improvements such as water efficient landscaping and electrification of existing buildings in addition to marketing and engagement activities related to the Climate Resilience program.

- **Community Events and Programs** - The City helps to support commercial and mixed-use districts with events and programming that promote a sense of

community by collaborating with partner organizations and activating spaces to generate support for neighborhood districts. Eligible expenditures may include support for local events programs that promote community building and connections, as well as visitation and tourism.

Community Benefit Program Funding Sources

Community Benefit Funding contributions may come from a variety of sources not otherwise designated for other dedicated uses, including but not limited to transactions negotiated through Development Agreements (or other agreements), sponsorships and contributions, and property sale proceeds.

Community Benefit Program Expenditures~~Funding Appropriations~~

Funds may be disbursed from the Community Benefit Fund as follows:

1. City Manager. For expenditures of $200,000 of less, the City Manager is authorized to disburse monies from the Community Benefit Fund and to award, approve, and execute City contracts implementing such expenditures, in accordance with this Policy.

2. City Council. For expenditures greater than $200,000, t~~T~~he City Manager shall~~will~~ recommend to the City Council expenditures from the Community Benefit Fund as part of the biennial budget process. If an eligible project requires funding outside of the budget process, such funding may be allocated in a supplemental appropriation.

LIVERMORE
CALIFORNIA

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

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Hearing to consider a resolution approving the FY 2026-27 Annual Action Plan; authorizing submittal to the U.S. Department of Housing and Urban Development; and authorizing execution of associated documents.

RECOMMENDED ACTION

The Human Services Commission and staff recommend the City Council adopt a resolution:

1. Approving the FY 2026-27 Annual Action Plan, attached hereto as Exhibit A, and authorizing submission of the Action Plan to Alameda County for inclusion with the Alameda County HOME Consortium report for submittal to HUD;
2. Authorizing the City Manager, or her designee, to negotiate and execute all documentation and agreements with HUD and any subgrantees that are necessary and appropriate to effectuate the FY 2026-27 Annual Action Plan, including, without limitation, the FY 2026-27 Entitlement Certifications, attached hereto as Exhibit B; and
3. Authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the FY 2026-27 Annual Action Plan.

DECISION TYPE

Administrative

SUMMARY

The City of Livermore is the recipient of Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development (HUD). As a condition of funding, the City is required to prepare an Annual Action Plan. The FY 2026-27 Annual Action Plan ("the Action Plan") outlines how the City of Livermore will use federal resources to meet the goals and priorities related to affordable housing and community development activities as detailed in the of the FY 2025-2029 Consolidated Plan.

For FY 2026-27, the City will receive $394,163 in CDBG funds and $124,703 in HOME funds, reflecting minor changes from the prior year. The draft Action Plan has been available for a 30-day public review

period beginning April 10, 2026, in accordance with HUD requirements.

DISCUSSION

The Action Plan identifies the federal resources available to the City of Livermore to meet the priorities established in the FY 2025-2029 Consolidated Plan for the period covering July 1, 2026 - June 30, 2027. The priorities and goals included in the Action Plan support a continuum of programs designed to support low-income and underserved Livermore households in achieving greater self-sufficiency. The Action Plan also outlines a range of housing resources that provide assistance to low-income renters and homeowners, individuals and families experiencing homelessness or at risk of homelessness, and activities that reduce housing discrimination through fair housing education.

On April 6, 2026, City staff received notification from HUD that the City's FY 2026-27 CDBG allocation is $394,163, representing a decrease of less than one percent from the prior year. The HOME grant, allocated to the City through the Alameda County HOME Consortium, totals $124,703 for FY 2026-27, an increase of less than one percent.

On June 23, 2025, the City Council adopted Resolution No. 2025-100, awarding two-year federal grant funding for both the FY 2025-26 and FY 2026-27 program years. The FY 2026-27 funding amounts adopted with the resolution were estimates and were subject to adjustment upon the release of the final federal allocations. Based on the final CDBG allocation, proportional adjustments will be made across the Administration, Capital, and Public Services categories to reflect the overall decrease of $2,745.

Staff recommends HOME program funding for Abode Services and Tri-Valley Haven's Tenant Based Rental Assistance (TBRA) programs remain unchanged, as reflected in the Action Plan. The additional $1,043 in HOME project funding would remain available for appropriation to a specific contract should the TBRA programs require additional resources during the fiscal year.

The FY 2026-27 Action Plan includes two TBRA programs, principal and interest payment for one Section 108 loan, a construction project, a public service project, and administration for the CDBG and HOME programs, as summarized in the chart below:

Organization/Project	CDBG	HOME	Total
Abode Services- Rapid Re-Housing/Tenant Based Rental Assistance	$62,981	$74,895	$137,876
Tri-Valley Haven- Tenant Based Rental Assistance	36,788	42,202	78,990
Section 108 Loan Repayment- Axis Community Health	26,194	0	26,194
Tri-Valley Haven for Women- Emergency Shelter Rebuild*	237,095	0	237,095
Spectrum Community Services- Meals on Wheels	59,124	0	59,124
Administration	78,833	6,563	85,396

Total	**$501,015**	**$123,660**	**$624,675**

* The total includes $106,852 of prior year CDBG entitlement funds

The FY 2026-27 Annual Action Plan has been available for public review during a 30-day public comment period beginning April 10, 2026, in accordance with HUD requirements.

FISCAL AND ADMINISTRATIVE IMPACTS

Funding for the projects and/or programs identified in the Action Plan will be made available through federal CDBG funding (Fund 224) in the amount of $501,015 and federal HOME funding (Fund 224) in the amount of $124,703 in FY 2026-27. Administrative costs associated with the preparation and execution of the Action Plan, and the required environmental reviews, are reimbursed through the City's CDBG and/or HOME entitlement allocations.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

8: Expand and improve access to human services

ATTACHMENTS

1. Resolution
2. Exhibit A- Draft FY 2026-27 Action Plan
3. Exhibit B- HUD Certifications FY 2026-27 Entitlement

Prepared by: Amy Walker
Management Analyst I

Approved by:

Marianna A. Burch
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING THE FY 2026-27 ANNUAL ACTION PLAN; AUTHORIZING SUBMITTAL TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND AUTHORIZING EXECUTION OF ASSOCIATED DOCUMENTS

The Action Plan identifies the federal resources available to the City of Livermore to meet the priorities established in the FY 2025-2029 Consolidated Plan. The priorities and goals included in the Action Plan support a continuum of programs designed to support low income and underserved Livermore households in achieving greater self sufficiency. The Action Plan also outlines a range of housing resources that provide assistance to low-income renters and homeowners, individuals and families experiencing homelessness or at risk of homelessness, and activities that reduce housing discrimination through fair housing education.

On April 6, 2026, City staff received notification from HUD that the City's FY 2026-27 CDBG allocation is $394,163, representing a decrease of less than one percent from the prior year. The HOME grant, allocated to the City through the Alameda County HOME Consortium, totals $124,703 for FY 2026-27, an increase of less than one percent.

On June 23, 2025, the City Council adopted Resolution No. 2025-100, awarding two-year federal grant funding for both the FY 2025-26 and FY 2026-27 program years. The FY 2026-27 funding amounts adopted with the resolution were estimates and were subject to adjustment upon the release of the final federal allocations. Based on the final CDBG allocation, proportional adjustments will be made across the Administration, Capital, and Public Services categories, to reflect the overall decrease of $2,745.

Staff recommends HOME program funding for Abode Services and Tri-Valley Haven’s Tenant Based Rental Assistance (TBRA) programs remain unchanged, as reflected in the Action Plan. The additional $1,043 in HOME project funding would remain available for appropriation to a specific contract should the TBRA programs require additional resources during the fiscal year.

The Annual Action Plan outlines the amount of funding that will be allocated to activities for the period covering July 1, 2026-June 30, 2027, to help meet the goals listed in the Consolidated Plan. The FY 2026-27 Action Plan will allocate $501,015 in CDBG entitlement and $123,660 in HOME funds to two TBRA programs, principal and interest payment for one Section 108 loan, a construction project, a public service project, and administration for the CDBG and HOME programs.

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

1. Approves the FY 2026-27 Annual Action Plan, attached hereto as Exhibit A, and authorizes submission of the Action Plan to Alameda County for inclusion with the Alameda County HOME Consortium report for submittal to HUD;

2. Authorizes the City Manager, or her designee, to negotiate and execute all documentation and agreements with HUD and any subgrantees that are necessary and appropriate to effectuate the FY 2026-27 Annual Action Plan, including, without limitation, the FY 2026-27 Entitlement Certifications, attached hereto as Exhibit B; and

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 FY 2026-27 Annual Action Plan.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Daniel Gonzales
Daniel Gonzales
Deputy City Attorney

Exhibit A – Draft FY 2026-27 Action Plan
Exhibit B – HUD Certifications FY 2026-27 Entitlement

CITY OF LIVERMORE CALIFORNIA

ACTION PLAN

FY 2026-27

DRAFT

MEMBER OF THE ALAMEDA COUNTY

HOME CONSORTIUM

Public Comment Period April 10-May 11, 2026

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Livermore's Fiscal Year (FY) 2026-27 Annual Action Plan identifies federal resources the City of Livermore will utilize to meet its goals and priorities related to affordable housing and community development activities as outlined in the FY 2025-2029 Five-Year Consolidated Plan for the Alameda County HOME Consortium, of which the City of Livermore is a member jurisdiction. The Annual Action Plan is a required planning document completed by entitlement jurisdictions to receive federal funding through the United States Department of Housing and Urban Development (HUD).

For FY 2026-27, the City of Livermore will receive $394,163 in Community Development Block Grant (CDBG) entitlement funds from HUD and $124,703 in federal HOME Investment Partnerships Program (HOME) funds through the Alameda County HOME Consortium. The City is also allocating $106,851.86 in unspent FY 2019-20 CDBG entitlement funds to the Tri-Valley Haven for Women Emergency Shelter Rebuild project.

. 2. Summarize the objectives and outcomes identified in the Plan

In the FY 2026-27 Annual Action Plan, the City of Livermore will prioritize the following activities with federal funds with an emphasis on meeting the needs of people experiencing homelessness, seniors, families, survivors of domestic violence and people with disabilities:

- Affordable Housing and Rental Assistance
- Support Core Public Services
- Improve Public Infrastructure and Community Facilities

The City’s priorities are in line with the needs of the community and align with the goals that Alameda County Housing and Community Development and the City’s Consolidated Plan set for the five-year period.

Additionally, as required by HUD, City-funded activities and programs will meet one of the three CDBG national objectives:

- Benefiting low-and moderate-income (LMI) persons;
- Assisting in the prevention and/or elimination of slums and blight; or
- Meeting an urgent need.

3. Evaluation of past performance

Livermore continues to make steady progress in expanding and strengthening a continuum of housing resources and social services to support low-income and vulnerable community members.

Subrecipients submit quarterly progress reports for all Human Services grant-funded activities, allowing for ongoing evaluation of project performance. City staff review each agency's programmatic outcomes and fiscal management practices, and this information informs the Human Services Commission's discussions regarding the annual application process and funding recommendations to the City Council.

Accomplishments and evaluations of the prior year's activities are documented in the HUD-approved Consolidated Annual Performance and Evaluation Report (CAPER). A draft CAPER is posted for a 30-day public review period to provide opportunities for community feedback on the prior grant cycle's performance. For FY 2024–25, the CAPER was completed in September 2025, and the FY 2025–26 CAPER will be completed in September 2026.

4. Summary of Citizen Participation Process and consultation process

HUD requires jurisdictions to have a Citizen Participation Plan that details public input and the noticing process for the Consolidated Plan, Annual Action Plan, Substantial Amendments, and the CAPER.

For the FY 2025-2029 Consolidated Plan, a Stakeholder Survey was available from February 10-28, 2025 to gather input regarding funding for the CDBG program over the next five years. On February 20, 2025, a Consolidated Plan Public Meeting was held to provide information on the CDBG process and to invite residents and stakeholders to provide feedback. June 23, 2025, the City Council heard public comments and held a public hearing on the Consolidated Plan. The results of the FY 2025-29 Consolidated Plan were considered when coming up with the objectives for the FY 2026-27 Annual Action Plan.

On April 9, 2026, the City published a public hearing notice advising of a public hearing on May 11, 2026, regarding the FY 2026-27 Annual Action Plan as well as seeking and encouraging public comment regarding the funding allocations. All public notices are published in the local newspaper and translated into Spanish for publication in non-English language newspapers. The notice was also published on the City's website (www.livermoreca.gov/humanservices), emailed to the Human Services distribution list, and posted at the City's Multi-Service Center (3311 Pacific Avenue, Livermore). The 30-day public comment period was from April 10 to May 11, 2026.

On May 11, 2026, the City Council heard public comments and held a public hearing on the Annual Action Plan.

The City is part of the Alameda County Consortium. Alameda County published a notice inviting a 30-day public comment period regarding the Consortium's Action Plan on April 13, 2026.

5. Summary of public comments

All public comments related to the FY 2026-27 Annual Action Plan will be accepted and included in the final document before submission.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received will be documented as part of the public participation process.

7. Summary

In the FY 2026-27 Annual Action Plan, the City will allocate funding to eligible CDBG activities that address the housing and community development priorities identified in the FY 2025-2029 Consolidated Plan. These activities include Section 108 loan repayments, the Emergency Shelter Rebuild project, Meals on Wheels program, and Tenant-Based Rental Assistance.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Table 1 – Responsible Agencies

Agency Role	Name	Department/Agency
Lead Agency	LIVERMORE	
CDBG Administrator	LIVERMORE	City of Livermore-Community Development Department
HOPWA Administrator		
HOME Administrator		
HOPWA-C Administrator		

Narrative

The Housing and Human Services Division of the City of Livermore's Community Development Department is responsible for preparing the Five-Year Consolidated Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), and other related documents.

The City of Livermore is a CDBG entitlement jurisdiction. In addition, the City is a member of the Alameda County HOME Consortium and receives HOME Program funds through Alameda County, which serves as the entitlement jurisdiction for HOME.

Consolidated Plan Public Contact Information
Josh Thurman, Human Services Programs Manager
1052 S. Livermore Avenue, Livermore, California 94550
925-960-4592
jjthurman@livermoreca.gov

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The needs and priorities outlined in the Annual Action Plan are based on information gathered from public input, non-profit partner agencies, and other community stakeholders. The plan serves as a key guiding document for the allocation of FY 2026-27 federal funding. Developed through interagency coordination, consultation, and public participation, it focuses on identifying housing and community development needs and the resources available to address them.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City actively works with numerous affordable housing developers, community-based organizations, governmental agencies, healthcare institutions, and education providers through funding partnerships and coordination meetings to continually enhance collaboration and identify new partnership opportunities.

Activities to address the housing needs of the homeless and extremely low-income persons with severe mental illness, center on the implementation of the Home Together Plan throughout Alameda County, which is a unique collaboration among community stakeholders, cities, and Alameda County government agencies representing three separate care systems: homeless services, and mental health services that share overlapping client populations.

In addition, the cities of Dublin, Livermore and Pleasanton partnered with Axis Community Health to develop and fund a Mental Health Urgent Care program. Axis Bridge Mental Health Urgent Care program is available to all members of the community, regardless of income or insurance status. Individuals and families with urgent mental health needs can call for timely access to immediate services. The Axis Bridge program serves as a central entry point for assessment, triage, treatment, and care coordination for anyone seeking mental health treatment, regardless of insurance type or status. Like a medical urgent care setting, the Center provides an assessment and timely connection to services in a setting that is less costly to operate than an emergency department.

The City works in close coordination with the Housing Authority of the City of Livermore (LHA) to support the utilization of the Section 8 Program and other special-designation voucher programs in Livermore. The City supported LHA's application to HUD to become a "Move to Work" designated agency. The City and LHA continued to partner with non-profit services providers and the Livermore school district on the implementation of a supportive housing program at Leahy Square for families exiting homelessness, funded through the State's Family Homeless Challenge Grant.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Through coordination with Alameda County, local jurisdictions, East County service providers, community groups, and residents, the City has identified a broad range of housing and social service needs within Livermore. Organizations serving the homeless, including Alameda County Housing and Homelessness Services, Alameda County Health Care for the Homeless, EveryOne Home, and local homeless service providers, advise on the needs of people experiencing homelessness.

The EveryOne Home collective impact initiative, which also functions as the Alameda County Homeless Continuum of Care, is supported by a community-based backbone organization, and guided by a Leadership Board comprised of jurisdictional appointed members and key community constituencies such as people with lived experience, city representatives, non-profit service providers and housing developers, businesses, law enforcement, housing authorities, and faith-based organizations.

The City of Livermore is supportive of the Alameda County Home Together Plan to establish equitable system-wide outcomes and to evaluate the effectiveness of programs against those outcomes. The key is to allow each City to align the plan with the local strategies to address homelessness. The updated Home Together 2030 Plan includes pursuing strategies which prevent people from becoming homeless, expand affordable housing, offer critical interventions that ensure the safety and dignity of people living without housing, and urgently reduce homelessness in our most impacted and vulnerable communities.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Livermore is not an entitlement jurisdiction for ESG funding.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Alameda County Housing and Community Development
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Non-Homeless Special Needs Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Livermore is a part of the Alameda County HOME Consortium, which includes all nine jurisdictions in Alameda County. As a Consortium, there are numerous consultation meetings to discuss individual and regional strategies, approaches, and trends. The Consortium and the Local Housing Authorities consulted to hold various local community group meetings that contributed to the Analysis of Impediments regional document. In addition, the City works closely with the department to administer homelessness programs funded through the State.
2	**Agency/Group/Organization**	City of Livermore Human Services Commission
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input in the development of the 2024 Eastern Alameda County Needs Assessment. Recommended grant priorities and provided funding recommendations to Livermore City Council.
3	**Agency/Group/Organization**	City of Livermore Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The City regularly meets with the Livermore Housing Authority (LHA) to coordinate the utilization of the Section 8 Program and other special-designation voucher programs in Livermore. The City and LHA continued to partner with non-profit services providers and the Livermore school district on implementation of a supportive housing program at Leahy Square for families exiting homelessness, funded through the State's Family Homeless Challenge Grant. LHA also participated in the planning and development of the Analysis of Impediments to Fair Housing Choice Plan.
4	**Agency/Group/Organization**	Abode Services, Inc.
	Agency/Group/Organization Type	Services - Housing Services-Homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input in the development of the 2024 Eastern Alameda County Needs Assessment. The City coordinates with services providers to assess needs and establish ways to coordinate services on a regional level.
5	**Agency/Group/Organization**	Axis Community Health
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input in the development of the 2024 Eastern Alameda County Needs Assessment. The City coordinates with services providers to assess needs and establish ways to coordinate services on a regional level.
6	**Agency/Group/Organization**	CityServe of the Tri-Valley
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-Victims of Domestic Violence Services-Homeless

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input in the development of the 2024 Eastern Alameda County Needs Assessment. The City coordinates with services providers to assess needs and establish ways to coordinate services on a regional level.
7	**Agency/Group/Organization**	Community Resources for Independent Living
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input in the development of the 2024 Eastern Alameda County Needs Assessment. The City coordinates with services providers to assess needs and establish ways to coordinate services on a regional level.
8	**Agency/Group/Organization**	Eden Council for Hope and Opportunity
	Agency/Group/Organization Type	Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input in the development of the 2024 Eastern Alameda County Needs Assessment. The City coordinates with services providers to assess needs and establish ways to coordinate services on a regional level.
9	**Agency/Group/Organization**	Eden I&R
	Agency/Group/Organization Type	Service- Information and Referral
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved	Provided input in the development of the 2024 Eastern Alameda County Needs Assessment. The City coordinates with services providers to assess needs and establish ways to coordinate services on a regional level.

	coordination?	
10	**Agency/Group/Organization**	Legal Assistance for Seniors
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input in the development of the 2024 Eastern Alameda County Needs Assessment. The City coordinates with services providers to assess needs and establish ways to coordinate services on a regional level.
11	**Agency/Group/Organization**	Open Heart Kitchen
	Agency/Group/Organization Type	Services-Elderly Persons Services-Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input in the development of the 2024 Eastern Alameda County Needs Assessment. The City coordinates with services providers to assess needs and establish ways to coordinate services on a regional level.
12	**Agency/Group/Organization**	Spectrum Community Services
	Agency/Group/Organization Type	Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input in the development of the 2024 Eastern Alameda County Needs Assessment. The City coordinates with services providers to assess needs and establish ways to coordinate services on a regional level.
13	**Agency/Group/Organization**	Tri-Valley Haven for Women
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Victims of Domestic Violence Services-Homeless

What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs
How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Provided input in the development of the 2024 Eastern Alameda County Needs Assessment. The City coordinates with services providers to assess needs and establish ways to coordinate services on a regional level.

Identify any Agency Types not consulted and provide rationale for not consulting

Efforts were made to include as broad a group of community stakeholders as possible. No agencies were excluded from participation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Table 3 - Other local / regional / federal planning efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Alameda County Housing and Community Development	The Continuum of Care provides housing and services for all income levels including homeless persons with mental health issues and all special need populations.
2025-2029 Analysis of Impediments to Fair Housing Choice	Alameda County Housing and Community Development	The City's Action Plan activities help address the needs identified in the analysis for people experiencing homelessness and low-income families.
2024 Eastern Alameda County Needs Assessment	City of Livermore, City of Pleasanton, and City of Dublin	The Needs Assessment includes comprehensive overview of the human services needs in the Tri-Valley at a regional level and help evaluate where unmet needs are.
2024 Alameda County Homeless Point in Time Count	EveryOne Home	Homeless population census and analysis of demographics and characteristics of those experiencing homelessness.

Narrative

There are several shared goals and priorities related to community needs in Dublin, Livermore, and Pleasanton. The three cities meet regularly and collaborate on efforts to assess needs and strengthen capacity among Tri-Valley service providers. Together, the cities have combined their Homeless Housing, Assistance, and Prevention (HHAP) funds to implement crisis stabilization services for the Tri-Valley region and jointly administer a Human Services Grant Program for

non-profit organizations. In addition, the cities recently completed the 2024 Eastern Alameda County Human Services Needs Assessment, which provides an updated strategic framework for delivering safety-net services to Tri-Valley residents.

The City of Livermore is also a member of the Alameda County HOME Consortium, led by the Alameda County Housing and Community Development Department (HCD). The consortium includes the cities of Alameda, Fremont, Hayward, Livermore, Pleasanton, Union City, San Leandro, and the Urban County (which includes smaller cities and unincorporated areas of Alameda County). Consortium members coordinate regional housing and community development strategies through bi-monthly meetings.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

HUD requires jurisdictions to maintain a Citizen Participation Plan that outlines the public input and notification processes for the Consolidated Plan, Annual Action Plan, Substantial Amendments, and the Consolidated Annual Performance and Evaluation Report (CAPER). The City's citizen participation process is designed to promote meaningful community engagement in the planning and allocation of CDBG and HOME funds in accordance with HUD regulations. Public outreach activities may include public meetings, stakeholder surveys, and public hearings to gather input on community needs, goals, and priorities.

All public notices are published in the local newspaper, posted on the City's website, made available at the Multi-Service Center (MSC), and emailed to the Human Services distribution list to ensure broad outreach to residents and non-profit providers.

In February 2024, the Cities of Livermore, Dublin, and Pleasanton completed the 2024 Eastern Alameda County Human Services Needs Assessment. The Assessment provides both qualitative and quantitative data to identify anticipated human services needs over the next five to ten years. More than 338 individuals participated in focus groups, including non-profit agencies, first responders, faith-based partners, and community members. On February 26, 2024, the Livermore City Council formally accepted the Needs Assessment.

For the FY 2025-2029 Consolidated Plan, a Stakeholder Survey was available from February 10-28, 2025, to gather input on CDBG funding priorities for the subsequent five-year period. A Consolidated Plan Public Meeting was held on February 20, 2025, to provide an overview of the CDBG process and to invite feedback from residents and stakeholders. On June 23, 2025, the City Council conducted a public hearing and received public comments on the Consolidated Plan. The resulting priorities were used to inform the objectives of the FY 2026-27 Annual Action Plan.

The Livermore Human Services Commission considered activities for inclusion in the Annual Action Plan as part of its grant funding recommendations at a public meeting held on March 12, 2024. The meetings offered opportunities for community input.

On April 9, 2026, the City published a public hearing notice announcing a May 11, 2026 public hearing on the FY 2026-27 Annual Action Plan and inviting public comment on the proposed funding allocations. The notice was published in the local newspaper and translated into Spanish for distribution in non-English-language publications. It was also posted on the City's website (www.livermoreca.gov/humanservices), emailed to the Human Services distribution list, and posted at the City's Multi-Service Center (3311 Pacific Avenue, Livermore). The 30-day public comment period for the Annual Action Plan was from April 10 to May 11, 2026.

On May 11, 2026, the City Council held a public hearing and received public comments on the Annual Action Plan. All comments received were incorporated into the final document.

As a member of the Alameda County HOME Consortium, the City of Livermore also participates in the County's citizen participation process. Alameda County published a notice on April 13, 2026, inviting public comment for a 30-day period on the Consortium's Action Plan

Citizen Participation Outreach

Table 4 – Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response/ Attendance	Summary of Comments Received	Summary of Comments not Accepted and Reasons	URL (If applicable)
1	Needs Assessment Outreach	Non-targeted /broad community	November 2022 to June 2023-2024 Eastern Alameda County Human Services Needs Assessment Outreach, which included: One-on-One Interviews-Focus Groups-Community Events-Human Services Commission Meetings-Council Meetings	All comments were received and included as part of the data evaluation for the 2024 Eastern Alameda County Needs Assessment document.	All comments were accepted.	https://www.livermoreca.gov/home/showpublisheddocument/11491/638499783689800000

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response/ Attendance	Summary of Comments Received	Summary of Comments not Accepted and Reasons	URL (If applicable)
2	Public Hearing	Non-targeted /broad community	On October 28, 2024, City Council held a public hearing to obtain public comment related to the housing and community needs and priorities for the FY 2025-2027 Grant cycle.	One public comment was received regarding the amount of money spent at the state and local level on Homelessness programs, which small results.	All comments were accepted.	Livermore City Council Meeting - October 28, 2024 | Tri-Valley Community Television
3	Public Meeting	Non-targeted /broad community	On December 4, 2024, representatives from 40 agencies and other interested parties attended a Tri-Valley Virtual application workshop to receive information from city staff regarding the local grant program requirements and process.	Any questions regarding the grant process were answered by City Staff.	Not Applicable	

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response/ Attendance	Summary of Comments Received	Summary of Comments not Accepted and Reasons	URL (If applicable)
4	Needs Assessment Outreach	Non-targeted /broad community	A survey regarding the FY 2025-2029 Consolidated Plan was available online from February 10-28, 2025, to gather input from the community regarding the FY 2025-2029 consolidated plan needs, activities, and goals. The survey was posted on the City's social media platforms and on the City's website. 41 responses were received.	All survey results were received and evaluated as part of the Consolidated Plan data evaluation.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response/ Attendance	Summary of Comments Received	Summary of Comments not Accepted and Reasons	URL (If applicable)
5	Public Meeting	Non-targeted /broad community	March 11, 2025, The Human Services Commission received a presentation regarding the funding recommendations for the FY 2025-2027 grant cycle and approved the recommendations for City Council's final approval. This meeting was open to the public.	One public comment was received regarding the pending federal budget cuts and how it will impact organizations if the funding goes away.	All comments were accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of Response/ Attendance	Summary of Comments Received	Summary of Comments not Accepted and Reasons	URL (If applicable)
6	Public Hearing	Non-targeted /broad community	On June 23, 2025, the City Council held a public hearing to obtain public comment related to the Five-Year Consolidated Plan, the FY 2025-26 Annual Action Plan, and the Citizen Participation Plan.	Two public comments were received. Both comments were to thanking City Council and Staff for their continued support of the CDBG and HOME program and encouraging the City to continue to monitor federal budget cuts and the impacts it would have on local providers.	All comments were accepted.	Livermore City Council Meeting - June 23, 2025 | Tri-Valley Community Television
7	Public Hearing	Non-targeted /broad community	On May 11, 2026, the City Council held a public hearing to obtain public comment related to the FY 2026-27 Annual Action Plan.	(to be updated)	All comments were accepted.	

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Livermore anticipates receiving annual Community Development Block Grant (CDBG) allocations from HUD as a CDBG entitlement jurisdiction. The Consolidated Plan projected an annual allocation of $396,908, based on the FY 2025-26 award. The FY 2026-27 allocation is $394,163, which is slightly lower than anticipated. CDBG funds may be used for program administration, capital projects, public service activities, and other eligible efforts that benefit low- and moderate-income residents. In the FY 2026-27 Annual Action Plan, the City is also allocating $106,851.86 in unallocated FY 2019-20 CDBG entitlement funds to Tri-Valley Haven for Women for construction of the Emergency Shelter Rebuild project.

The City also forecasted receiving approximately $123,602 annually in HOME Investment Partnerships Program (HOME) funding through the Alameda County HOME Consortium during FY 2025-2029. The FY 2026-27 allocation is $124,703, which is slightly higher than projected.

Anticipated Resources

Table 5 - Expected Resources – Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$ 394,163	0	106,851.86	501,014.86	$1,232,630.14	The City received $394,163 of entitlement funding and is allocating $106,851.86 of a prior year CDBG entitlement in the FY 2026-27 Action Plan.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City leverages its CDBG entitlement funding and HOME Investment Partnership program funding with additional resources derived from local funding. Local funding sources include: Housing In-lieu (In-lieu) funds that are allocated solely for housing projects and/or programs; Human Service Facility Fees that are exclusively allocated to capital projects supporting human services activities serving very-low and low-income persons; and General Funds and Social Opportunity Endowment (SOE) funds that are allocated to public service programs assisting very-low and low-income persons. HOME Investment Partnership funds are earmarked for projects that provide tenant-based rental assistance to domestic violence survivors and people experiencing or who are at risk of becoming homeless. The allocation of HOME funds is offered through the Alameda County HOME Consortium.

City General funds are also used for specific projects such as the operation of the Multi-Service Center, 2-1-1, and other homeless services. The City of Livermore will continue identifying one-time funding opportunities, such as funds received from the State of California's Homeless Emergency Aid Program (HEAP) to pilot short-term strategies that address the needs of community members experiencing homelessness.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of Livermore has acquired several vacant parcels for the future development of affordable housing which are consistent with the City's goals and priorities as outlined in the City's Five-Year Consolidated Plan and the City's General Plan Housing Element.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Table 6 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing and Rental Assistance	2025	2029	Affordable Housing	City-Wide	Affordable Housing	CDBG: $99,769	Tenant-based rental assistance/ Rapid Rehousing: 17 Households Assisted
2	Support Core Public Services	2025	2029	Homeless Non-Homeless Special Needs Non-Housing Community Development	City-wide	Service Provision, Awareness, and Navigation	CDBG: $59,124	Public service activities other than Low/Moderate Income Housing Benefit: 160 Persons Assisted
3	Improving Public Infrastructure and Facilities	2025	2029	Non-Housing Community Development	City-wide	Community Development	CDBG: $263,288.86	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2 Other

Goal Descriptions

1	**Goal Name**	Affordable Housing and Rental Assistance
	Goal Description	Provide housing navigation services for affordable housing and rental assistance to low-to-moderate income individuals and families.
2	**Goal Name**	Support Core Public Services
	Goal Description	Support public service programs for low-income community members, preserving safety-net services for families and individuals who are vulnerable.
3	**Goal Name**	Improving Public Infrastructure and Facilities
	Goal Description	Acquire and make improvements, including ADA accessibility and emergency preparedness, to public facilities, such as curbs and sidewalks, neighborhood parks and recreational improvements, homeless facilities and other public facilities/community centers. Make annual principal and interest repayments on HUD Section 108 Loans.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City anticipates adding 300 affordable rental housing units throughout the FY 2025-2029 Consolidated Plan period through five projects currently under various stages of development. In addition to creating new housing units for seniors and families, these projects will include units for people who are exiting homelessness and require supportive services to remain housed.

In the upcoming program year, the City also expects to serve 17 low-income Livermore community members through its annual HOME Tenant-Based Rental Assistance Program (TBRA).

AP-35 Projects - 91.420, 91.220(d)

Introduction

This section of the Action Plan includes the proposed projects and activities to be undertaken by the City of Livermore to address the priority needs and goals in the FY 2025-2029 Consolidated Plan. The projects described in this section are funded with FY 2026-27 federal CDBG entitlement funds and FY 2019-20 prior year unallocated CDBG entitlement funds. Several projects that the City funds through its Housing and Human Services Grants (HHSG) Program utilize local funding sources such as the General Fund, SOE and In-Lieu Housing Funds, and are not included in this project list.

Table 7 – Project Information

#	Project Name
1	Abode-Tenant Based Rental Assistance (TBRA)
2	Tri-Valley Haven for Women- Tenant Based Rental Assistance (TBRA)
3	Section 108 Loan Repayment-Axis Medical Clinic
4	Tri-Valley Haven for Women- Emergency Shelter Rebuild
5	Spectrum Community Services - Meals on Wheels
6	Administration: Support and Expand Community Services

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Livermore allocates its annual Housing and Human Services Grants Program funds to support the widest-ranging level of underserved needs in the community. The funding is allocated to a variety of housing and public service projects and activities to help address the priority needs identified in the five-year Consolidated Plan. Local funds such as the City's General Fund, SOE and the In-Lieu Housing Fund leverage federal funding. The main obstacle to addressing the needs of underserved populations is the significant gap between the level of need in the community and the amount of available funding.

The main obstacles to addressing underserved needs are:

1. The ongoing and downward trend in funding availability from a variety of sources
2. Lack of accessible public information regarding existing social services.
3. Lack of affordable housing compared to the growing demand.
4. Lack of linguistically accessible services.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Abode-Tenant Based Rental Assistance (TBRA) Case Management
	Target Area	City-wide
	Goals Supported	Affordable Housing and Rental Assistance
	Needs Addressed	Affordable Housing
	Funding	CDBG: $62,981
	Description	Assist people experiencing homelessness with case management and tenant based rental assistance for housing to promote self-sufficiency.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 7 people experiencing homelessness will benefit from the proposed activities.
	Location Description	Citywide
	Planned Activities	Provide case management to people experiencing homelessness that are receiving rental subsidies.
2	**Project Name**	Tri-Valley Haven for Woman- Tenant Based Rental Assistance (TBRA) Case Management
	Target Area	City-wide
	Goals Supported	Affordable Housing and Rental Assistance
	Needs Addressed	Affordable Housing
	Funding	CDBG: $36,788
	Description	Assist clients of domestic violence and people experiencing homelessness with case management and tenant based rental assistance for housing to promote self-sufficiency.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed	It is estimated that 10 Livermore domestic violence survivors and people experiencing homelessness will benefit from the proposed activities.

	activities	
	Location Description	Citywide
	Planned Activities	Provide case management to domestic violence survivors and people experiencing homelessness that are receiving rental subsidies.
3	**Project Name**	Section 108 Loan Repayment-Axis Medical Clinic
	Target Area	City-wide
	Goals Supported	Improve Public Infrastructure and Facilities
	Needs Addressed	Healthcare Services Improve Public Infrastructure and Facilities
	Funding	CDBG: $26,194
	Description	Funds will be used to pay principal and interest installments on loan used to develop the Axis Community Health Center in Pleasanton, CA.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	5925 W Las Positas Blvd, Pleasanton, CA 94588
	Planned Activities	Planned repayment of Section 108 loan principal and interest.
4	**Project Name**	Tri-Valley Haven for Women- Emergency Shelter Rebuild
	Target Area	City-wide
	Goals Supported	Improve Public Infrastructure and Facilities
	Needs Addressed	Improve Public Infrastructure and Facilities
	Funding	CDBG: $237,094.86
	Description	Funds will be used to rebuild an Emergency Shelter located here in Livermore.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Tri-Valley Haven anticipates serving 100 low-income Livermore individuals per year once the project is completed.
	Location Description	Confidential Location
	Planned Activities	The rebuilding of the Emergency Shelter located in Livermore, CA. City is

		allocating prior year entitlement funds in the amount of $106,851.86 plus FY 2026-27 entitlement in the amount of $130,243 toward this project for a total of $237,094.86.
5	**Project Name**	Spectrum Community Services - Meals on Wheels
	Target Area	Citywide
	Goals Supported	Support Core Public Services
	Needs Addressed	Service Provision, Awareness, and Navigation
	Funding	CDBG: $59,124
	Description	Spectrum Community Services provides a Meals on Wheels program in Livermore, ensuring the delivery of nutritious meals and safety checks for homebound, elderly Livermore residents.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 160 homebound Livermore seniors will benefit from the proposed activities.
	Location Description	Citywide
	Planned Activities	Deliver nutritious meals and provide safety checks to homebound elderly Livermore residents.
6	**Project Name**	Administration: Support and Expand Community Services
	Target Area	City-wide
	Goals Supported	Affordable Housing and Rental Assistance Support Core Public Services Improve Public Infrastructure and Facilities
	Needs Addressed	Affordable Housing Homeless Services Supportive Housing Service Provision, Awareness, and Navigation Improve Public Infrastructure and Facilities
	Funding	CDBG: $78,833
	Description	Administration of CDBG program to support and expand community services.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from	n/a

the proposed activities	
Location Description	Citywide
Planned Activities	Administration of CDBG program to support and expand community services.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG public service and capital funds are distributed to local nonprofit organizations through the City of Livermore's Housing and Human Services Grant process. These organizations use the awarded funds to provide services to residents throughout the City.

Some funded organizations may have their primary offices located in other Alameda County cities-such as Dublin, Pleasanton, Fremont, Oakland, or Hayward-and may deliver services in neighboring jurisdictions within the greater Tri-Valley area. In these cases, Livermore residents are served as part of the agencies' broader regional service delivery. However, all funding allocated by the City of Livermore is used exclusively to provide services to eligible Livermore residents.

Geographic Distribution

Table 8 - Geographic Distribution

Target Area	Percentage of Funds
City-wide	100%

Rationale for the priorities for allocating investments geographically

To maximize and effectively leverage federal resources, the Tri-Valley Cities, Livermore, Dublin, and Pleasanton, coordinate to ensure comprehensive delivery of services across the region. Collaborative investments include support for programs such as Open Heart Kitchen, which provides nutritious meals to seniors and individuals experiencing homelessness in all three cities.

Discussion

The City of Livermore, in coordination with its community partners, will continue to provide services to residents throughout the city. In alignment with the 2024 Eastern Alameda County Human Services Needs Assessment and feedback from recent community needs workshops, the City will maintain its focus on addressing evolving demographic trends and identified service needs. Priority needs include those affecting seniors, low-income families, individuals experiencing homelessness, and persons with disabilities.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Livermore utilizes a variety of federal and local funding sources to support and incentivize the development of affordable housing within the community. The City maintains an Affordable Housing Fund that provides financial assistance for the development and preservation of affordable housing, as well as for other housing-related programs that serve lower-income residents.

Affordable housing impact fees collected by the City are deposited into the Affordable Housing Fund and are used to offset costs associated with the acquisition, construction, and permanent financing of affordable housing units. The amount of impact fees received in any given year varies based on the level of residential and commercial development activity.

These local funds are leveraged with State grant sources, including the Local Housing Trust Fund Grant and the Permanent Local Housing Allocation Grant, which the City of Livermore secures to further support the development of affordable housing units.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Livermore has adopted three local ordinances to help address the adverse effects of public policies that may create barriers to affordable housing. These ordinances require developers of both new residential and non-residential projects to contribute to the City's affordable housing supply and to the development of infrastructure and facilities needed to support social services, including childcare, community care, and senior services.

The City's Inclusionary Housing Ordinance requires that a portion of units in all residential developments be reserved as affordable to low- and moderate-income households. Residential projects with ten or fewer units are not required to construct affordable units on-site but must instead pay the affordable housing in-lieu fee. Housing units produced through State density bonus provisions are exempt from the City's inclusionary housing fee.

The Inclusionary Housing Ordinance helps address market constraints by requiring developers to include a 15-20% of affordable units within their projects, thereby increasing the overall production of affordable housing. The ordinance includes a "must-build" requirement mandating that affordable units be constructed on-site. It also creates opportunities for lower-income households to enter the homeownership market. Because almost all residential land in Livermore is privately owned, even with the availability of inclusionary housing fees, the City and non-profit developers face challenges competing for land suitable for affordable housing development.

Additionally, the ordinance promotes the distribution of mixed-income housing throughout the

city rather than concentrating affordable housing in specific areas. This aligns with the City's goal of fostering a socioeconomically integrated community and ensures that residents of affordable units have access to the same amenities, such as parks, transit, and schools, available in or near market-rate developments.

The City will continue to implement and strengthen the ordinance to facilitate the construction of affordable units and evaluate additional policy options to encourage and expand the supply of affordable housing.

Discussion

The need for affordable housing has never been greater and the City continues to use its local financial resources and regulatory tools to produce affordable housing opportunities.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section describes actions that the City of Livermore plans to undertake in FY 2026-27 and during the 5-Year Consolidated Plan (FY 2025-2029) period to address the priority needs of the underserved residents of Livermore.

Actions planned to address obstacles to meeting underserved needs

In addition to utilizing local, state, and federal funds to support housing and human service provision, the City of Livermore will continue to address public service funding gaps. The need for more accessible public information regarding social services will be addressed by continually improving the Human Services website, continuing to develop and share communications regarding local human services, and prioritizing case management and service navigation in Housing and Human Service Grant funding decisions.

The City Council will continue working closely with staff to identify programs and strategies that align local needs and available resources in order to provide immediate health, safety, housing, and dignity measures to individuals and families experiencing homelessness. The City is also currently providing several homeless and crisis stabilization programs, encampment resolution services, a mental health urgent care program, and pursuing substance use disorder (SUD) inpatient and outpatient services.

Actions being taken to address the lack of linguistically accessible services include translating Housing and Human Services resources into Spanish, updating webpage information, and assessing language access as part of the grant application process.

Actions planned to foster and maintain affordable housing

The City is addressing the lack of affordable housing by funding new construction and the rehabilitation of affordable rental housing developments targeting households with incomes at or below fifty percent of the area median income (AMI). As previously described, the City also requires new residential development to provide very low-, low-, median- and moderate-income affordable housing units through the Inclusionary Housing Ordinance. Several new residential development projects located within the City's Isabel Neighborhood Plan area have negotiated agreements that will provide over 600 affordable rental and for-sale units.

The City also funds non-profit programs helping community members access and maintain affordable housing. Livermore prioritizes the development of units and implementation of housing programs that address the needs of priority groups, including individuals with disabilities, large families, domestic violence survivors, seniors, and people experiencing homelessness. The City is focused on developing permanent housing opportunities for community members experiencing homelessness. The City also continues to support and further

explore the provision of emergency and transitional housing for these community members.

There are currently two affordable housing projects that have been previously entitled and are in the construction and financing stages of development that will provide a total of 270 affordable units to a range of target populations, including large families, people experiencing homelessness, and seniors.

The City also promotes affordable homeownership for low and moderate-income households through the City's mortgage assistance and Below Market Rate (Inclusionary) purchase programs.

Actions planned to reduce lead-based paint hazards

Incidences of lead paint that come to the City's attention are addressed for low-income residents through the Alameda County Healthy Homes program.

Actions planned to reduce the number of poverty-level families

The City of Livermore places a high value on the efforts and services that focus on preventing and reducing the number of community members experiencing poverty. The City and its partners coordinate on a diverse range of programs and services to support families living in poverty, including the Multi-Service Center. The Multi-Service Center, a one-stop center that houses offices for seven non-profit agencies that serve low-income individuals from throughout Livermore and the Tri-Valley. The City of Livermore will continue to provide General Fund dollars to subsidize the operation and ongoing maintenance of the building and will continue to subsidize rents for non-profit agencies occupying the building.

In addition to CDBG and HOME funds, Livermore utilizes local funding sources to improve the lives of low-income families through its Housing and Human Services Grants program. Utilizing fees paid by local development, the City established two additional local funds to leverage federal CDBG and HOME funding to support and expand assistance for low-income residents, the Social Opportunity Endowment (SOE) fund and the Human Servies Facility Fee Fund. The SOE fund establishes a long-term, stable funding source for public service programs. The City can utilize allocations from the Human Service Facility Fee to fund the acquisition, rehabilitation and renovation of buildings that support human services in Livermore.

Actions planned to develop institutional structure

The Housing and Human Services Division, which is part of the Community Development Department, has the primary responsibility for managing the development and implementation of affordable housing and human services programs. The City partners with local organizations to provide locally and federally funded human services through the Housing and Human Services Grants program. The City of Livermore Human Services Commission provides strategic guidance for the Housing and Human Services Grant program by helping to identify priority community needs, evaluating grant performance, and providing funding recommendations to the

City Council.

In the upcoming program year, the City of Livermore will continue to partner with the City's community-based organizations to deliver social services to the community. The City will also continue to work with its partners and County agencies to address gaps in the institutional delivery structure and improve service accessibility for community members. Examples of planned actions include working with neighboring jurisdictions to build capacity for current service providers, helping County agencies better understand local service needs, and identifying ways to partner with faith communities on streamlining resources and support for local service providers.

Actions planned to enhance coordination between public and private housing and social service agencies

In the upcoming program year, the City of Livermore will continue to partner with non-profit housing organizations, the Livermore Housing Authority, and County social service agencies to produce more affordable housing, strengthen local non-profit capacity, and increase access to critical safety net services for communities with the greatest barriers.

Discussion

In the upcoming program year, the City of Livermore will continue providing affordable housing opportunities and social services that meet the needs of low-income Livermore community members. The City continues to work proactively to implement its housing goals, policies, and programs that include addressing and mitigating potential obstacles, both market and governmental, to housing. The City will continue partnerships with other jurisdictions, cities, and non-profits to meet its goals.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

We do not anticipate receiving any program income from projects in the upcoming fiscal year.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	95%

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CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

Marianna A. Burch, City Manager

Title

APPROVED AS TO FORM:

Signed by: Daniel Gonzales DS JS 12B5892BAF3C471...

_____

Deputy/Assistant/Senior Assistant/City Attorney

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Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) FY 2026-27 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

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Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

Marianna A. Burch, City Manager

Title

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales DS
12B5892BAF3C471...

_____

Deputy/Assistant/Senior Assistant/City Attorney

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Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

Marianna A. Burch, City Manager

_____

Title

APPROVED AS TO FORM:

Signed by:
Daniel Gonzales DS
12B5892BAF3C471...

_____

Deputy/Assistant/Senior Assistant/City Attorney

Docusign Envelope ID: BD502A15-5FBA-43C1-9802-DD1FEB39D5A8

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Docusign Envelope ID: BD502A15-5FBA-43C1-9802-DD1FEB39D5A8

EXHIBIT B

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:
Marianna A. Burch
*Title: City Manager
*Applicant/Recipient Organization:
City of Livermore

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

APPROVED TO FORM:
Signed by: Daniel Gonzales DS
12B5892BAF3C471...

* Date: (mm/dd/yyyy):

Deputy/Assistant/Senior Assistant/City Attorney

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Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Docusign Envelope ID: BD502A15-5FBA-43C1-9802-DD1FEB39D5A8

EXHIBIT B

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 06/03/2026

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: B-26-MC-06-0041

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Livermore

* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000359

* c. UEI: KGBMZK3CQF36

d. Address:

* Street1: 1052 South Livermore Avenue
Street2:
* City: Livemore
County/Parish:
* State: CA: California
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 94550-4899

e. Organizational Unit:

Department Name: Community Development Dept

Division Name: Housing and Human Services

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Josh
Middle Name:
* Last Name: Thurman
Suffix:

Title: Human Services Programs Manager

Organizational Affiliation:

* Telephone Number: 925-960-4590
Fax Number:

* Email: jjthurman@livermoreca.gov

Docusign Envelope ID: BD502A15-5FBA-43C1-9802-DD1FEB39D5A8

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Assistance Listing Number:

14-218

Assistance Listing Title:

Community Development Block Grants/Entitlement Grants

*** 12. Funding Opportunity Number:**

B-26-MC-06-0041

* Title:

Community Development Block Grant Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Livermore, CA
Community Development Block Grant Program
FY 2026-27

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Docusign Envelope ID: BD502A15-5FBA-43C1-9802-DD1FEB39D5A8

EXHIBIT B

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 14 | * b. Program/Project: 14

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2026 | * b. End Date: 06/30/2027

18. Estimated Funding ($):

* a. Federal	394,163.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	394,163.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs. | * First Name: Marianna

Middle Name: A.

* Last Name: Burch

Suffix:

* Title: City Manager

* Telephone Number: 925-960-4040 | Fax Number:

* Email: maburch@livermoreca.gov

* Signature of Authorized Representative: | * Date Signed:

APPROVED AS TO FORM: Signed by: Daniel Gonzales DS JS 12B5892BAF3C471...

Deputy/Assistant/Senior Assistant/City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 7.2**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Carl Brown, Public Works Director

SUBJECT: Hearing to consider a resolution authorizing Livermore Sanitation, Inc.'s requested rate adjustment for solid waste, recyclable materials, and compostable materials services, pursuant to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc., for Solid Waste, Recyclable Materials, and Compostable Materials Services and to amend Exhibit H to the Franchise Agreement to reflect the authorized increase of 1.65% to rates

RECOMMENDED ACTION

Staff recommends the City Council hold a public hearing and adopt a resolution authorizing Livermore Sanitation, Inc.'s requested rate adjustment for solid waste, recyclable materials, and compostable materials services, pursuant to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services, and to amend Exhibit H to the agreement to reflect the authorized increase of 1.65% effective July 1, 2026.

DECISION TYPE

Administrative

SUMMARY

As required by the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. For Solid Waste, Recyclable Materials, and Compostable Materials Services (Franchise Agreement), on December 30, 2025, Livermore Sanitation, Inc. (LSI) submitted the required rate adjustment application indicating that a baseline cost increase of 1.65% is necessary.

Staff recommends that the City Council authorize the requested rate adjustment as described in Exhibit H to be effective July 1, 2026.

DISCUSSION

As required by the Third Amended and Restated Agreement between the City of Livermore and

Livermore Sanitation, Inc. For Solid Waste, Recyclable Materials, and Compostable Materials Services (Franchise Agreement), on December 30, 2025, LSI submitted a rate adjustment application for Rate Year 17 (Fiscal Year 26/27). For the rate period commencing July 1, 2026, the Franchise Agreement allows LSI to adjust its rates using an index-based methodology. The index-based methodology utilizes various cost adjustment factors such as the percentage change in the consumer price index and percentage change in the disposal fees.

According to Article 8 of the Franchise Agreement, LSI is responsible for proposing rates; the City Council is responsible for authorizing rate adjustments consistent with the methodology in the Franchise Agreement. Staff applied the methodology in the Franchise Agreement to determine whether Livermore Sanitation's requested increase was in line with that methodology. The rate adjustment application indicated that the Total Calculated Costs for all services are projected to equal $35.6 million, a 1.65% increase compared to Rate Year 16 Total Calculated Costs.

Currently, 20- and 32-gallon subscriptions make up more than 80% of the approximately 26,500 residential accounts in Livermore. Proposed rates for residential customers and commercial customers that subscribe to cart service are noted in Table 1; all customer rates are available in Exhibit H of the Franchise Agreement.

Table 1 – Current and Proposed Rates

Commercial, and Single and Multi-family Accounts	Current Monthly Rates	Proposed Rate Rate Year 17 (FY 2026-2027)	$ Increase Per Month
20-gal Cart	$31.02	$31.53	$0.51
32-gal Cart	$40.73	$41.40	$0.67
64-gal Cart	$60.52	$61.52	$1.00
96-gal Cart	$94.50	$96.06	$1.56

FISCAL AND ADMINISTRATIVE IMPACTS

The City's General Fund currently receives approximately $3.7 million in franchise fees annually from LSI. The proposed rate changes would result in an increase in the amount of franchise fee received by approximately $138,000.

PILLAR

3: Environmental Stewardship

GOAL

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

ATTACHMENTS

1. Resolution
2. Exhibit A - Customer Rates for Rate Period Seventeen

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 AUTHORIZING LIVERMORE SANITATION, INC.'S ANNUAL RATE ADJUSTMENT PURSUANT TO THE THIRD AMENDED AND RESTATED AGREEMENT FOR SOLID WASTE, RECYCLABLE MATERIALS, AND COMPOSTABLE MATERIALS SERVICES, AND AUTHORIZING AN AMENDMENT TO EXHIBIT H OF THE AGREEMENT TO REFLECT THE RATE ADJUSTMENT

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

On May 9, 2011, the City Council adopted Resolution No. 2011-069 authorizing the execution of the *Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services.*

On September 8, 2014, the City Council adopted Resolution No. 2014-141 authorizing the execution of the *Second Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services.*

On June 8, 2015, the City Council adopted Resolution No. 2015-075 authorizing the Special Rate Review Amendment to the Franchise Agreement.

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

On April 27, 2020, the City Council adopted Resolution No. 2020-051 authorizing the execution of the *Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services.*

On May 9, 2022, the City Council adopted Resolution No. 2022-076 authorizing the execution of the *First Amendment to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials*.

On November 28, 2022, the City Council adopted Resolution No. 2022-192 authorizing the execution of the *Second Amendment to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services*.

On June 9, 2025, the City Council adopted Resolution No. 2025-0266 authorizing the execution of the *Third Amendment to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services*.

The *Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services*, as amended ("Franchise Agreement") provides that rates shall be adjusted annually by Livermore Sanitation, Inc. ("LSI") through either an index-based or cost-based adjustment. For the rate period commencing July 1, 2026, the Franchise Agreement requires LSI to adjust its rates using an index-based methodology, as detailed in Section 8.3 and Exhibit I of the Franchise Agreement. The index -based methodology utilizes various cost adjustment factors such as the percentage change in the consumer price index and percentage change in the disposal fees, in compliance with the Franchise Agreement.

On December 30, 2025, LSI submitted a rate adjustment application proposing a 1.65% rate increase. After reviewing the methodology in the Franchise Agreement, staff has determined that a rate increase of 1.65% is consistent with the methodology in the Franchise Agreement.

On May 11, 2026, the City Council held a hearing to (1) authorize LSI's rates for solid waste, recyclable materials, and compostable materials services pursuant to the Franchise Agreement and (2) amend Exhibit H to the Franchise Agreement to reflect the authorized rates. The public had notice and an opportunity to be heard at the hearing.

The rates for solid waste, recyclable materials, and compostable materials services are set and imposed by LSI. By adopting this resolution, the City does not intend to impose any rates, fees, or charges on LSI's customers. However, if the adoption of this resolution results in the City's imposition of any fees, rates, or charges, on LSI's customers, for services or facilities in connection with a solid waste system, those charges are adopted pursuant to California Health and Safety Code section 5471.

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

1. Finds, based upon staff's recommendation, that the index-based rate adjustment is consistent with the methodology in the Franchise Agreement and therefore authorizes, effective July 1, 2026, the Solid Waste, Recyclable Materials, and Compostable Materials Service rates as set forth in the revised Exhibit H, attached

hereto as Exhibit A, which is incorporated for all purposes into the Franchise Agreement.

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 11, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Helena Graves
Acting City Clerk

APPROVED AS TO FORM:

/s/ Kimberly Cilley
Kimberly Cilley
City Attorney

Exhibit A – Exhibit H Customer Rates for Rate Period Seventeen (effective July 1, 2026 – June 30, 2027)

EXHIBIT A

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

RATES FOR SINGLE FAMILY CART SERVICE CUSTOMERS

Basic Monthly Collection Service (including Recyclables and Compostables)

Container Size	Curbside Monthly Rate	Backyard or Sideyard Monthly Rate
20-gallon Solid Waste Cart*	$31.53	$38.82
32-gallon Solid Waste Cart*	$41.40	$58.49
64-gallon Solid Waste Cart*	$61.52	$96.30
96-gallon Solid Waste Cart*	$96.06	$150.87
Additional Carts (Rate per Additional Cart per Month)		
Extra 32-gallon Solid Waste Cart	$36.86	$54.51
Extra 64-gallon Solid Waste Cart	$67.61	$101.81
Extra 96-gallon Solid Waste Cart	$99.10	$150.19
Extra Compostable Materials Cart*	$10.44	$10.44
Extra Recyclable Materials Cart*	$10.44	$10.44

* Monthly rate also includes one 96-gallon Cart for Compostables and one 96-gallon Cart for Recyclables. Customers can request smaller cart sizes for Recyclables or Compostables; however, the monthly rate shall be the same as listed above.

Income-Based Program Monthly Collection Service (including Recyclables and Compostables)

Container Size	Curbside Monthly Rate
20-gallon Solid Waste Cart**	$31.53
32-gallon Solid Waste Cart**	$31.53
64-gallon Solid Waste Cart**	$31.53

** Must qualify and Participate in the Pacific Gas and Electric Company's California Alternate Rates for Energy (CARE) Program

** If CARE Program discontinued Income-Based Program may be discontinued

** Only customers with individual Single Family accounts are eligible

**Verification required every year to participate

Rates for Bulky Items and E-Waste On-Call Pick-Up Service
(Applicable for Single Family, Multi-Family, Commercial, and Government Customers)

Material Type	Examples	Rate Per Pickup
E-Waste	Cell Phones, CPUs, Monitors, Copiers, Fax Machines, Laptops, Mouse, Keyboards, Printers, Televisions, Radios, Stereos, Speakers, Telephones, VCRs, DVDs, and Camcorders	$27.08
Major Appliances	Air Conditioners, Refrigerators, Freezers any items containing oil, fuel or Freon	$135.42
Bulky Items	All other large items Bathtubs, furniture, bicycles used exercise equipment beds, box springs, tires etc.	$67.72

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

Rates for Miscellaneous Service for Single Family Cart and Multi Family Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	$173.96
	Rate for rental of 4 cubic yard bin in excess of 7 days	$34.11
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	$125.23
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	$90.94
Trip Charge	If driver must return due to Resident error, such as failure to place Cart Curbside before Collection time, overfilled Cart, incorrect Cart placement, contaminated materials	$15.76
Cart Delivery	Cart delivery/pick-up (charge if Customer requests a change in Cart size more than once per year)	$15.76
Organic Overage	Company supplied Kraft bag paid for in advance	$10.85
Organic Overage	Customer supplied Kraft Bag	$6.77

EXHIBIT A

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

RATES FOR MULTI FAMILY CART SERVICE CUSTOMERS

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$41.40	$85.04	$129.47	$175.51	$223.18	$272.46
64-gallon Cart	$61.52	$126.84	$193.38	$262.32	$333.71	$407.50
96-gallon Cart	$96.07	$198.72	$303.25	$411.61	$523.77	$639.72

* Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$0.00	$68.03	$103.58	$140.41	$178.55	$217.96
64-gallon Cart	$0.00	$101.47	$154.70	$209.86	$266.97	$326.00
96-gallon Cart	$0.00	$158.97	$242.60	$329.29	$419.02	$511.78

** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$0.00	$68.03	$103.58	$140.41	$178.55	$217.96
64-gallon Cart	$0.00	$101.47	$154.70	$209.86	$266.97	$326.00
96-gallon Cart	$0.00	$158.97	$242.60	$329.29	$419.02	$511.78

*** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$10.44	$68.03	$103.58	$140.41	$178.55	$217.96
64-gallon Cart	$10.44	$101.47	$154.70	$209.86	$266.97	$326.00
96-gallon Cart	$10.44	$158.97	$242.60	$329.29	$419.02	$511.78

** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

RATES FOR MULTI FAMILY CART SERVICE CUSTOMERS (cont.)

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$10.44	$68.03	$103.58	$140.41	$178.55	$217.96
64-gallon Cart	$10.44	$101.47	$154.70	$209.86	$266.97	$326.00
96-gallon Cart	$10.44	$158.97	$242.60	$329.29	$419.02	$511.78

*** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size 32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	$12.06	$25.44	$41.28
Pick-Up Other than Regularly Scheduled Day	$12.06	$25.44	$41.28

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Multi Family customers are provided on Page H-1 of this Exhibit.

Rates for Miscellaneous Service

Additional rates for miscellaneous service for Multi Family cart customers are provided on Page H-1 of this Exhibit.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

EXHIBIT A

RATES FOR COMMERCIAL CART CUSTOMERS

Solid Waste Collection Rates (Cost per month)*

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$41.40	$85.04	$129.47	$175.51	$223.18	$272.46
64-gallon Cart	$61.52	$126.84	$193.38	$262.32	$333.71	$407.50
96-gallon Cart	$96.05	$198.72	$303.25	$411.61	$523.77	$639.72

* Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$0.00	$68.03	$103.58	$140.41	$178.55	$217.96
64-gallon Cart	$0.00	$101.47	$154.70	$209.86	$266.97	$326.00
96-gallon Cart	$0.00	$158.97	$242.60	$329.29	$419.02	$511.78

** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$0.00	$68.03	$103.58	$140.41	$178.55	$217.96
64-gallon Cart	$0.00	$101.47	$154.70	$209.86	$266.97	$326.00
96-gallon Cart	$0.00	$158.97	$242.60	$329.29	$419.02	$511.78

*** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$33.14	$68.03	$103.58	$140.41	$178.55	$217.96
64-gallon Cart	$49.21	$101.47	$154.70	$209.86	$266.97	$326.00
96-gallon Cart	$76.85	$158.97	$242.60	$329.29	$419.02	$511.78

** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

RATES FOR COMMERCIAL CART CUSTOMERS (cont.)

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$33.14	$68.03	$103.58	$140.41	$178.55	$217.96
64-gallon Cart	$49.21	$101.47	$154.70	$209.86	$266.97	$326.00
96-gallon Cart	$76.85	$158.97	$242.60	$329.29	$419.02	$511.78

*** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size 32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	$12.06	$25.44	$41.28
Pick-Up Other than Regularly Scheduled Day	$12.06	$25.44	$41.28

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for commercial customers are provided on Page H-1 of this Exhibit.

RATES FOR COMMERCIAL AND RESIDENTIAL BIN CUSTOMERS

Solid Waste Rates (Cost per Month per Bin)****

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$121.35	$247.54	$378.58	$514.49	$655.26	$817.81	$242.70	$495.09	$757.18	$1,028.98	$1,310.51	$1,635.62
2 cubic yard	$242.68	$495.08	$773.20	$1,050.77	$1,338.24	$1,669.75	$485.37	$990.15	$1,546.40	$2,101.55	$2,676.47	$3,339.51
3 cubic yard	$364.03	$758.33	$1,159.82	$1,609.03	$2,049.23	$2,504.62	$728.07	$1,516.69	$2,319.63	$3,218.07	$4,098.48	$5,009.24
4 cubic yard	$485.38	$1,011.12	$1,578.69	$2,145.36	$2,732.31	$3,407.73	$970.75	$2,022.23	$3,157.34	$4,290.75	$5,464.63	$6,815.46
5 cubic yard	$619.56	$1,290.25	$1,973.35	$2,736.50	$3,485.17	$4,344.95	$1,239.10	$2,580.52	$3,946.68	$5,473.02	$6,970.35	$8,689.91
6 cubic yard	$743.47	$1,548.31	$2,368.00	$3,283.81	$4,182.22	$5,213.93	$1,486.95	$3,096.62	$4,736.02	$6,567.63	$8,364.40	$10,427.88
7 cubic yard	$867.38	$1,806.37	$2,819.12	$3,831.11	$4,976.95	$6,201.59	$1,734.76	$3,612.73	$5,638.25	$7,662.23	$9,953.89	$12,403.16

**** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Rates (Cost per Month per Bin)

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$97.07	$198.03	$302.87	$411.60	$524.20	$654.25	$194.16	$396.07	$605.74	$823.18	$1,048.41	$1,308.50
2 cubic yard	$194.14	$396.06	$618.56	$840.62	$1,070.60	$1,335.80	$388.30	$792.11	$1,237.13	$1,681.24	$2,141.19	$2,671.61
3 cubic yard	$291.22	$606.66	$927.85	$1,287.22	$1,639.39	$2,003.70	$582.45	$1,213.36	$1,855.71	$2,574.45	$3,278.79	$4,007.39
4 cubic yard	$388.30	$808.90	$1,262.94	$1,716.30	$2,185.85	$2,726.18	$776.60	$1,617.79	$2,525.87	$3,432.60	$4,371.70	$5,452.37
5 cubic yard	$495.65	$1,032.19	$1,578.69	$2,189.21	$2,788.15	$3,475.95	$991.28	$2,064.42	$3,157.35	$4,378.41	$5,576.28	$6,951.91
6 cubic yard	$594.77	$1,238.65	$1,894.40	$2,627.05	$3,345.77	$4,171.15	$1,189.56	$2,477.30	$3,788.81	$5,254.10	$6,691.52	$8,342.31
7 cubic yard	$693.91	$1,445.10	$2,255.31	$3,064.89	$3,981.55	$4,961.26	$1,387.81	$2,890.19	$4,510.60	$6,129.79	$7,963.12	$9,922.53

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

RATES FOR COMMERCIAL AND RESIDENTIAL BIN CUSTOMERS (cont.)

Compostables (Cost per Month per Bin)

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$97.07	$198.03	$302.87	$411.60	$524.20	$654.25	$194.16	$396.07	$605.74	$823.18	$1,048.41	$1,308.50
2 cubic yard	$194.14	$396.06	$618.56	$840.62	$1,070.60	$1,335.80	$388.30	$792.11	$1,237.13	$1,681.24	$2,141.19	$2,671.61
3 cubic yard	$291.22	$606.66	$927.85	$1,287.22	$1,639.39	$2,003.70	$582.45	$1,213.36	$1,855.71	$2,574.45	$3,278.79	$4,007.39
4 cubic yard	$388.30	$808.90	$1,262.94	$1,716.30	$2,185.85	$2,726.18	$776.60	$1,617.79	$2,525.87	$3,432.60	$4,371.70	$5,452.37
5 cubic yard	$495.65	$1,032.19	$1,578.69	$2,189.21	$2,788.15	$3,475.95	$991.28	$2,064.42	$3,157.35	$4,378.41	$5,576.28	$6,951.91
6 cubic yard	$594.77	$1,238.65	$1,894.40	$2,627.05	$3,345.77	$4,171.15	$1,189.56	$2,477.30	$3,788.81	$5,254.10	$6,691.52	$8,342.31

Additional On-Call Pick-Up for Solid Waste, Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	$31.01	$62.01	$93.04	$124.00	$186.02	$217.01	$62.03	$124.02	$186.07	$248.01	$372.03	$434.03
Pick-Up Other than Regularly Scheduled Day	$55.09	$84.67	$114.52	$144.06	$198.04	$233.03	$110.19	$169.35	$229.05	$288.10	$396.09	$466.06

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Commercial bin customers are provided on Page H-1of this Exhibit.

Contaminated Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	$24.12	$50.91	$82.55
Pick-Up Other than Regularly Scheduled Day	$24.12	$50.91	$82.55

Contaminated Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	$62.03	$124.02	$186.07	$248.01	$372.03	$434.03	$124.05	$248.05	$372.15	$496.02	$744.05	$868.06
Pick-Up Other than Regularly Scheduled Day	$110.19	$169.35	$229.05	$288.10	$396.09	$466.06	$220.38	$338.69	$458.09	$576.21	$792.19	$932.12

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

Rates for Miscellaneous Services for Commercial and Residential Bin and Commercial Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	$173.96
	Rate for rental of 4 cubic yard bin in excess of 7 days	$34.11
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	$125.23
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	$90.94
Trip Charge (for Bin)	If driver must return due to Customer error, such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	$15.76
Trip Charge (for Carts)	If driver must return due to customer error, such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	$15.76
Overage Charge	Per cubic yard rate	$23.64
Standby Charge	Charge for waiting for access to Cart/Bin or for Cart/Bin to be loaded	$89.74
Lost Lock	Fee for replacing lost lock	$31.44
Steam Cleaning Bin	Charge per visit	$159.57
Steam Cleaning Cart	Charge per visit	$90.94

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

EXHIBIT A

RATES FOR GOVERNMENT CART CUSTOMERS

(Qualifying Government Customers include Federal and State facilities located with in the City of Livermore)

Solid Waste Collection Rates (Cost per month)*

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$20.71	$42.52	$64.73	$87.75	$111.59	$136.23
64-gallon Cart	$30.76	$63.43	$96.69	$131.16	$166.86	$203.76
96-gallon Cart	$48.03	$99.36	$151.63	$205.81	$261.89	$319.86

* Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$0.00	$34.01	$51.79	$70.20	$89.28	$108.98
64-gallon Cart	$0.00	$50.73	$77.36	$104.93	$133.49	$163.01
96-gallon Cart	$0.00	$79.49	$121.30	$164.64	$209.51	$255.89

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$0.00	$34.01	$51.79	$70.20	$89.28	$108.98
64-gallon Cart	$0.00	$50.73	$77.36	$104.93	$133.49	$163.01
96-gallon Cart	$0.00	$79.49	$121.30	$164.64	$209.51	$255.89

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

	Pick-Ups per Week					
Container Size	1	2	3	4	5	6
32-gallon Cart	$16.57	$34.01	$51.79	$70.20	$89.28	$108.98
64-gallon Cart	$24.61	$50.73	$77.36	$104.93	$133.49	$163.01
96-gallon Cart	$38.42	$79.49	$121.30	$164.64	$209.51	$255.89

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

RATES FOR GOVERNMENT CART CUSTOMERS (cont.)

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week 1	2	3	4	5	6
32-gallon Cart	$16.57	$34.01	$51.79	$70.20	$89.28	$108.98
64-gallon Cart	$24.61	$50.73	$77.36	$104.93	$133.49	$163.01
96-gallon Cart	$38.42	$79.49	$121.30	$164.64	$209.51	$255.89

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size 32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	$6.04	$12.73	$20.63
Pick-Up Other than Regularly Scheduled Day	$6.04	$12.73	$20.63

RATES GOVERNMENT BIN SERVICE CUSTOMERS

Solid Waste Rates (Cost per Month per Bin)****

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$60.67	$123.77	$189.29	$257.26	$327.63	$408.91	$121.36	$247.55	$378.59	$514.49	$655.27	$817.81
2 cubic yard	$121.34	$247.54	$386.61	$525.38	$669.12	$834.88	$242.69	$495.08	$773.20	$1,050.78	$1,338.24	$1,669.75
3 cubic yard	$182.01	$379.16	$579.90	$804.52	$1,024.62	$1,252.32	$364.03	$758.35	$1,159.82	$1,609.03	$2,049.23	$2,504.62
4 cubic yard	$242.69	$505.57	$789.34	$1,072.68	$1,366.16	$1,703.88	$485.38	$1,011.11	$1,578.68	$2,145.37	$2,732.32	$3,407.72
5 cubic yard	$309.78	$645.13	$986.68	$1,368.25	$1,742.59	$2,172.47	$619.56	$1,290.25	$1,973.34	$2,736.51	$3,485.18	$4,344.96
6 cubic yard	$371.73	$774.16	$1,184.01	$1,641.90	$2,091.10	$2,606.98	$743.48	$1,548.31	$2,368.01	$3,283.82	$4,182.21	$5,213.93
7 cubic yard	$433.69	$903.19	$1,409.56	$1,915.56	$2,488.47	$3,100.79	$867.39	$1,806.36	$2,819.12	$3,831.12	$4,976.95	$6,201.59

**** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

RATES FOR GOVERNMENT FOR BIN SERVICE CUSTOMERS (cont.)

Recyclables Rates (Cost per Month per Bin)

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$48.54	$99.02	$151.44	$205.80	$262.10	$327.13	$97.08	$198.04	$302.87	$411.59	$524.20	$654.25
2 cubic yard	$97.07	$198.03	$309.29	$420.31	$535.30	$667.90	$194.15	$396.06	$618.56	$840.62	$1,070.60	$1,335.80
3 cubic yard	$145.61	$303.33	$463.92	$643.61	$819.70	$1,001.85	$291.23	$606.68	$927.86	$1,287.23	$1,639.40	$2,003.70
4 cubic yard	$194.15	$404.46	$631.48	$858.15	$1,092.93	$1,363.10	$388.30	$808.90	$1,262.94	$1,716.31	$2,185.85	$2,726.18
5 cubic yard	$247.83	$516.10	$789.34	$1,094.61	$1,394.08	$1,737.98	$495.65	$1,032.20	$1,578.68	$2,189.21	$2,788.15	$3,475.96
6 cubic yard	$297.40	$619.32	$947.21	$1,313.53	$1,672.88	$2,085.57	$594.77	$1,238.65	$1,894.40	$2,627.05	$3,345.76	$4,171.16
7 cubic yard	$346.96	$722.55	$1,127.65	$1,532.46	$1,990.77	$2,480.63	$693.91	$1,445.10	$2,255.30	$3,064.90	$3,981.56	$4,961.27

Compostables (Cost per Month per Bin)

	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
Bin Size	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	$48.54	$99.02	$151.44	$205.80	$262.10	$327.13	$97.08	$198.04	$302.87	$411.59	$524.20	$654.25
2 cubic yard	$97.07	$198.03	$309.29	$420.31	$535.30	$667.90	$194.15	$396.06	$618.56	$840.62	$1,070.60	$1,335.80
3 cubic yard	$145.61	$303.33	$463.92	$643.61	$819.70	$1,001.85	$291.23	$606.68	$927.86	$1,287.23	$1,639.40	$2,003.70
4 cubic yard	$194.15	$404.46	$631.48	$858.15	$1,092.93	$1,363.10	$388.30	$808.90	$1,262.94	$1,716.31	$2,185.85	$2,726.18
5 cubic yard	$247.83	$516.10	$789.34	$1,094.61	$1,394.08	$1,737.98	$495.65	$1,032.20	$1,578.68	$2,189.21	$2,788.15	$3,475.96
6 cubic yard	$297.40	$619.32	$947.21	$1,313.53	$1,672.88	$2,085.57	$594.77	$1,238.65	$1,894.40	$2,627.05	$3,345.76	$4,171.16

Additional On-Call Pick-Up for Solid Waste, Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	$15.51	$31.00	$46.53	$62.01	$93.01	$108.51	$31.01	$62.02	$93.04	$124.00	$186.02	$217.01
Pick-Up Other than Regularly Scheduled Day	$27.56	$42.35	$57.26	$72.03	$99.03	$116.52	$55.09	$84.67	$114.52	$144.06	$198.04	$233.03

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Government customers are provided on Page H-1 of this Exhibit.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

Rates for Miscellaneous Services for Government Bin and Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	$86.99
	Rate for rental of 4 cubic yard bin in excess of 7 days	$17.07
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	$62.62
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	$45.47
Trip Charge (for Bin)	If driver must return due to Customer error, such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	$7.88
Trip Charge (for Carts)	If driver must return due to customer error, such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	$7.88
Overage Charge	Per cubic yard rate	$11.83
Standby Charge	Charge for waiting for access to Cart/Bin or for Cart/Bin to be loaded	$44.87
Lost Lock	Fee for replacing lost lock	$15.73
Steam Cleaning Bin	Charge per visit	$79.79
Steam Cleaning Cart	Charge per visit	$45.47

EXHIBIT H **EXHIBIT A**

CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

RATES FOR DROP BOX AND COMPACTOR CUSTOMERS

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

	Loose Solid Waste Materials	Compacted Solid Waste Materials	Loose Recycling, Organics and C&D Materials	Compacted Recycling and Organics Materials	
Container Size	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	$227.24	Not Available	$227.24	Not Available	Disposal or processing costs for actual tonnage collected
12 cubic yards	Not Available	$908.94	Not Available	$545.37	Disposal or processing costs for actual tonnage collected
15 cubic yards	$378.68	$1,136.18	$227.24	$681.72	Disposal or processing costs for actual tonnage collected
16 cubic yards	Not Available	$1,211.94	Not Available	$727.15	Disposal or processing costs for actual tonnage collected
20 cubic yards	$504.98	$1,514.91	$302.98	$908.94	Disposal or processing costs for actual tonnage collected
24 cubic yards	Not Available	$1,817.89	Not Available	$1,090.73	Disposal or processing costs for actual tonnage collected
25 cubic yards	Not Available	$1,893.64	Not Available	$1,136.18	Disposal or processing costs for actual tonnage collected
30 cubic yards	$757.46	$2,272.37	$454.48	$1,363.42	Disposal or processing costs for actual tonnage collected
40 cubic yards	$1,009.94	$3,029.83	$605.97	$1,817.89	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton
Solid Waste	$51.09
Recyclables	$0.00
Compostables	$51.09
Brick	$39.50
Dirt*	$50.50
Wood*	$111.50
Treated Wood Waste (minimum charge of $400.00)*	Variable
Metal	$130.50
Christmas Trees	$41.00
Concrete*	$39.50
Construction and demolition debris (mixed)	$130.50

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change. Per-ton rates for these materials shall be equal to the gate rate posted at Vasco Road landfill for each material type. Loads characterized as contaminated (garbage in organics, or garbage in recyclables for example) by the processing facility shall be charged at loose garbage rates.

EXHIBIT A

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

Rates for Miscellaneous Service for Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	$124.25
Certificate of Destruction	All box sizes	$538.50
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	$4.96
Environmental Fee	Rate charged at landfill - per load for Dirt Boxes.	$19.71
Fuel Fee	Rate charged at landfill for Dirt Boxes.	Variable
Hard to Handle Loads	Per charges from landfill on weight ticket.	$538.50
Impound Fee	Per item	$172.03
Mattresses	Per item	$109.50
Placement Charge	All box sizes	$67.06
Relocation Fee	All box sizes	$100.09
Special Handling Fee	Per charges from landfill on weight ticket.	$538.50
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	$89.74
Steam Cleaning - Compactor	All box sizes	$165.80
Tires	On the rim - rates are double. Charge is dependent on tire size.	Variable
Television - Small	Charged per item when found in Drop Box or Compactor loads at the landfill.	$58.50
Television - Large	Charged per item when found in Drop Box or Compactor loads at the landfill.	$77.50
White Goods (Appliances)	Charged per item when found in Drop Box or Compactor loads at the landfill.	$130.50

EXHIBIT H **EXHIBIT A**

CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

RATES FOR GOVERNMENT DROP BOX AND COMPACTOR CUSTOMERS

(Qualifying Government Customers include Federal and State facilities located with in the City of Livermore)

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

	Loose Solid Waste Materials	Compacted Solid Waste Materials	Loose Recycling, Organics and C&D Materials	Compacted Recycling and Organics Materials	
Container Size	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	$113.62	Not Available	$113.62	Not Available	Disposal or processing costs for actual tonnage collected
12 cubic yards	Not Available	$454.48	Not Available	$272.69	Disposal or processing costs for actual tonnage collected
15 cubic yards	$189.34	$568.10	$113.62	$340.86	Disposal or processing costs for actual tonnage collected
16 cubic yards	Not Available	$605.98	Not Available	$363.58	Disposal or processing costs for actual tonnage collected
20 cubic yards	$252.49	$757.46	$151.49	$454.48	Disposal or processing costs for actual tonnage collected
24 cubic yards	Not Available	$908.94	Not Available	$545.37	Disposal or processing costs for actual tonnage collected
25 cubic yards	Not Available	$946.83	Not Available	$568.10	Disposal or processing costs for actual tonnage collected
30 cubic yards	$378.73	$1,136.18	$227.24	$681.72	Disposal or processing costs for actual tonnage collected
40 cubic yards	$504.98	$1,514.91	$302.98	$908.94	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

Material Type	**Cost per Ton**
Solid Waste	$51.09
Recyclables	$0.00
Compostables	$51.09
Brick	$39.50
Dirt*	$50.50
Wood*	$111.50
Treated Wood Waste (minimum charge of $400.00)*	Variable
Metal	$130.50
Christmas Trees	$41.00
Concrete*	$39.50
Construction and demolition debris (mixed)	$130.50

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change. Per-ton rates for these materials shall be equal to the gate rate posted at Vasco Road landfill for each material type. Loads characterized as contaminated (garbage in organics, or garbage in recyclables for example) by the processing facility shall be charged at loose garbage rates.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

Rates for Miscellaneous Service for Government Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	$124.25
Certificate of Destruction	All box sizes	$538.50
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	$4.96
Environmental Fee	Rate charged at landfill - per load for Dirt Boxes.	$19.71
Fuel Fee	Rate charged at landfill for Dirt Boxes.	Variable
Hard to Handle Loads	Per charges from landfill on weight ticket.	$538.50
Impound Fee	Per item	$172.03
Mattresses	Per item	$109.50
Placement Charge	All box sizes	$67.06
Relocation Fee	All box sizes	$100.09
Special Handling Fee	Per charges from landfill on weight ticket.	$538.50
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	$89.74
Steam Cleaning - Compactor	All box sizes	$165.80
Tires	On the rim - rates are double. Charge is dependent on tire size.	Variable
Television - Small	Charged per item when found in Drop Box or Compactor loads at the landfill.	$58.50
Television - Large	Charged per item when found in Drop Box or Compactor loads at the landfill.	$77.50
White Goods (Appliances)	Charged per item when found in Drop Box or Compactor loads at the landfill.	$130.50

CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

RATES FOR RCI CERTIFICATION/LEED PROJECTS

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

	Loose Solid Waste Materials	
Container Size	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	$227.24	Disposal or processing costs for actual tonnage collected
15 cubic yards	$378.68	Disposal or processing costs for actual tonnage collected
20 cubic yards	$504.98	Disposal or processing costs for actual tonnage collected
30 cubic yards	$757.46	Disposal or processing costs for actual tonnage collected
40 cubic yards	$1,009.94	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton	Min
Wood Debris	$50.00	$110.00
Wood Debris Mixed	$88.00	$110.00
Demolition Debris	$88.00	$110.00
Demolition Debris Mixed	$88.00	$110.00
Construction Debris	$50.37	$110.00
Construction Debris Mixed	$88.00	$110.00
Concrete Mixed	$50.37	$110.00
Concrete Oversized	$37.50	$136.00
Cardboard Office Paper	$48.00	$18.00

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change. Per-ton rates for these materials shall be equal to the gate rate posted at GreenWaste Zanker Resource Recovery Facility for each material type. Loads characterized as contaminated (garbage in organics, or garbage in recyclables for example) by the processing facility shall be charged at loose garbage rates.

CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

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Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	$124.25
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	$4.96
Placement Charge	All box sizes	$67.06
Relocation Fee	All box sizes	$100.09
Special Handling Fee	Per charges from landfill on weight ticket.	$469.71
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	$89.74

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD SEVENTEEN
(Effective July 1, 2026 - June 30, 2027)

RATES FOR GOVERNMENT RCI CERTIFICATION/LEED PROJECTS

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*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

	Loose Solid Waste Materials	
Container Size	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	$113.62	Disposal or processing costs for actual tonnage collected
15 cubic yards	$189.34	Disposal or processing costs for actual tonnage collected
20 cubic yards	$252.49	Disposal or processing costs for actual tonnage collected
30 cubic yards	$378.73	Disposal or processing costs for actual tonnage collected
40 cubic yards	$504.98	Disposal or processing costs for actual tonnage collected

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Demolition Debris Mixed	$88.00	$110.00
Construction Debris	$50.37	$110.00
Construction Debris Mixed	$88.00	$110.00
Concrete Mixed	$50.37	$110.00
Concrete Oversized	$37.50	$136.00
Cardboard Office Paper	$48.00	$18.00

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Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	$89.74

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 8.1**

DATE: May 11, 2026

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Comprehensive General Plan Update – Draft General Plan 2045

RECOMMENDED ACTION

Staff recommends the City Council:

- Receive a presentation on the Draft General Plan 2045;
- Consider community, General Plan Advisory Committee (GPAC), and Planning Commission feedback on the Draft General Plan 2045; and
- Provide direction on any changes or revisions that should be incorporated into the Draft General Plan 2045.

DECISION TYPE

Not Applicable

SUMMARY

The Draft Livermore General Plan 2045 (Draft General Plan) updates the City's existing 2003 General Plan to reflect current community priorities, address key challenges, and guide decision-making over the next 20 years. Shaped by extensive public engagement from 2021 to 2026, the Draft General Plan establishes a comprehensive framework of goals, policies, and implementation actions across State-required and locally significant topics such as land use, housing, mobility, infrastructure, and economic development.

The Draft General Plan builds on long-standing priorities like preserving open space, supporting downtown and South Livermore vitality, and promoting multimodal transportation, while introducing new emphasis on climate resilience, environmental justice, and healthy communities. Supported by an Environmental Impact Report and ongoing public input, the Draft General Plan is intended to ensure consistent and balanced decision-making in alignment with Livermore's long-term vision, while addressing state-mandated requirements, such as planning for future housing growth.

The Draft General Plan is available at www.ImagineLivermore2045.org.

Staff recommends the City Council review the Draft General Plan and provide direction on revisions that should be incorporated into the Draft General Plan.

DISCUSSION

DRAFT GENERAL PLAN 2045 PROCESS

The Draft General Plan updates the 2003 General Plan to reflect community priorities, address key issues facing the City, support future decision-making, and improve overall organization and clarity. The Draft General Plan is shaped by input received through more than 50 community events (a combination of workshops, staff presentations, property owner meetings, pop-up events, and a communitywide survey), 36 General Plan Advisory Committee (GPAC) meetings, seven Planning Commission meetings, and eight City Council meetings from 2021 through 2026. The Draft General Plan is a culmination of community, GPAC, and Planning Commission feedback and, ultimately, City Council direction.

DRAFT GENERAL PLAN 2045 OVERVIEW

The Draft General Plan includes a Vision, description of key community issues, goals and policies that guide how the City will address those issues, and it is supported by maps and diagrams. The Draft General Plan covers all State-required topics and additional locally important themes identified by the community. The document also includes an Implementation Plan, which identifies specific actions the City can take to prioritize work programs, allocate resources, and ensure decisions are aligned with the community's long-term vision. Together, the Draft General Plan's goals, policies, and actions provide guidance to the City on how to direct change and manage resources over the next 20 years.

The Draft General Plan is made up of the following elements (an asterisk "*" indicates the element is State required):

- **Land Use*:** Determines the types and locations of future uses and development of land in Livermore and establishes policy guidance more broadly for land uses within the Sphere of Influence (SOI) and Planning Area.
- **Community Identity:** Provides information about the unique qualities of Livermore, including civic life and governance, social interactions, arts and culture, the natural setting, urban design, scenic resources and gateways, lighting and glare, cultural and historic resources, and establishes policy guidance to identify, protect, and enhance these systems and features.
- **Mobility (Circulation)*:** Establishes policy guidance for transportation systems and the movement of people and goods within the community, including roadway safety, public transit systems, bicycle and pedestrian facilities, parking facilities, air transportation, goods movement, emerging transportation technology, and identifies system improvements necessary to meet existing and projected needs.
- **Housing*:** Identifies housing needs for residents of all income levels and establishes an action program to meet those needs, including planning for and requiring new affordable housing, preserving existing affordable housing, ensuring equal opportunity to access housing, collaborating regionally to address housing needs, and supporting energy efficiency in existing and new homes. The Housing Element is updated on a separate schedule from the rest of the General Plan to meet the requirements of State housing laws. The current 2023-2031 Housing Element is available under separate cover on the City of Livermore's website and will not be modified as part

of the General Plan 2045.

- **Infrastructure:** Establishes policy guidance to maintain adequate infrastructure service levels, including water facilities and delivery, wastewater collection and treatment, and stormwater capture and management.
- **Community Services:** Establishes policy guidance to support adequate access to services such as schools, childcare, solid waste disposal, healthcare and healthy food, libraries, and programs intended to support aging adults.
- **Open Space and Conservation*:** Establishes policy guidance to conserve and protect open space and natural and agricultural resources, including park and recreation facilities in Livermore.
- **Noise*:** Quantifies current and projected noise levels from a variety of sources, explains impacts associated with noise, and establishes policies to inform land use decision-making to address current and foreseeable noise impacts.
- **Safety*:** Establishes law enforcement, emergency preparedness, and emergency response policies to ensure a safe community and protection from risks associated with the effects of seismic hazards, other geologic hazards, flooding, and wildland and urban fires.
- **Economic Development:** Establishes policy guidance to facilitate and maintain a balanced mix of economic activity and a variety of economic sectors throughout the community to support the fiscal vitality of Livermore.

The Draft General Plan carries forward important ideas and concepts in Livermore's current General Plan and other long-standing planning efforts:

- Maintaining and strengthening Downtown as the heart of the community
- Facilitating Infill Development consistent with the Urban Growth Boundary
- Protecting the natural environment and preservation of open space
- Promoting agricultural conservation and economic vitality of South Livermore
- Supporting bicycling, walking, and public transit as modes of travel

The Draft General Plan 2045 also introduces new approaches and areas of emphasis to General Plan topics and opportunities:

- *Climate Resilience and Sustainability* addresses climate change adaptation, greenhouse gas reduction, water conservation, and sustainable development through policies integrated throughout the Draft General Plan and denoted with an icon.
- *Environmental Justice* ensures all residents have access to services and safe and healthy places to live and play. Policies are woven into all elements of the Draft General Plan and denoted with an icon.
- *Economic Development* emphasizes Livermore’s diverse economy by strengthening existing businesses and facilitating the growth of an innovation, visitation, and craft economy.
- *Community Identity* celebrates Livermore's unique qualities shaped by science, agriculture, and arts.
- *Healthy Communities* addresses access to healthcare, healthy food, childcare, and services for aging adults.

COUNCIL POLICY DIRECTION

On April 28, 2025, the City Council directed that General Plan policy language should remain at a higher level of abstraction, and detailed strategies should be incorporated into the appropriate implementation

documents (such as the Development Code). Following Council direction, staff prepared the complete set of draft goals and policies, which are published as part of the Draft General Plan 2045.

COMMUNITY FEEDBACK ON THE DRAFT GENERAL PLAN 2045

Following publication of the Draft General Plan on February 20, 2026, City staff have undertaken outreach efforts to inform the community and gather feedback, as summarized in Table 1. As of April 30, 2026, approximately 181 people have provided feedback on the Draft General Plan 2045. (Some have provided comments more than once). Attachment 1 provides a summary of community input received to date. Based on the open house, online tool, and written comments, some of the emerging themes from the community feedback on the Draft General Plan include:

- Maintain and protect retail and industrial uses.
- Protect open space and agricultural resources.
- Provide a variety of housing types affordable to different incomes.
- Plan for a multimodal transportation system.
- Projected population growth appears higher than expected.

Table 1: Draft General Plan 2045 Outreach Activities and Comments

Outreach Activity	**Date**	**Number of Participants**
Draft General Plan 2045 Online Commenting Tool at www.ImagineLivermore2045.org	Published February 20, 2026	4
Public Hearing on the General Plan 2045 Environmental Impact Report	March 17, 2026	3
Open House at Robert Livermore Community Center	March 18, 2026	30
Draft General Plan 2045 Informational Video	Published March 18, 2026	n/a
Draft General Plan 2045 Executive Summary	Published March 19, 2026	4
GPAC Meeting on Draft General Plan 2045	April 1, 2026	4
Pop-up Events at Farmers' Market	April 9, 2026	15
Bilingual Intercept Outreach by La Familia (local Community Based Organization)	March and April 2026	100
Planning Commission Meeting on Draft General Plan 2045	April 21, 2026	7
Emails	February through April 2026	14

GPAC FEEDBACK ON THE DRAFT GENERAL PLAN 2045

On April 1, 2026, the GPAC provided a range of comments and recommended adoption of the General Plan 2045. A summary of the GPAC meeting and feedback is included as Attachment 2. Some of the overarching themes that emerged from the GPAC's discussion included:

- Clarification that no new land uses are proposed for the east of Greenville future study area.
- Emphasized planning a future Midtown Specific Plan area that would not be dependent upon

future Valley Link service.
- Expressed the importance of keeping the General Plan at a high level to maintain flexibility in responding to evolving needs and technologies.
- The General Plan highlights the importance of South Livermore and identifies policy direction and actions to implement the continued vitality of the visitor serving region.

PLANNING COMMISSION FEEDBACK ON THE DRAFT GENERAL PLAN 2045

On April 21, the Planning Commission reviewed the Draft General Plan and received a presentation from staff. The Commission received public comments related to population growth and preservation of the Urban Growth Boundary. The Commission did not see the need for major revisions to the documents and accepted staff's minor modifications:

- Add new statement to clarify that the Floor Area Ratios (FARs) in the Land Use Element represent maximum allowable intensities. (Planning Commission did not recommend adjusting the the FAR identified in the Draft General Plan).
- Add a new policy establishing an open space separation in the Doolan Canyon area, similar to existing policies for South Livermore Valley.
- Make minor land use map adjustments to reflect current conditions and support existing businesses, including maintaining a dual designation in the First Street Transition Area and restoring a General Industrial designation for the Las Positas/Contractor's Place area.

Further, the Commission recommended minor adjustments to mobility policies and suggested clarifying that any study of the East of Greenville area would not be required under any circumstance, that the City retains full discretion, and that neither the policies nor a future study would alter the Urban Growth Boundary (Attachment 3). Similarly, Attachment 3 also includes additional administrative edits staff recommends making to the Draft General Plan.

THE DRAFT GENERAL PLAN 2045 ENVIRONMENTAL IMPACT REPORT

As required by the California Environmental Quality Act (CEQA), the City has prepared a Draft Environmental Impact Report (EIR) to address the environmental effects associated with adoption and implementation of the Draft General Plan 2045. The public review period for the Draft EIR began on March 7, 2023, and will end at 5:00 pm on April 24, 2026. (The Draft EIR can be found at the Imagine Livermore 2045 project website). The Draft EIR discloses the environmental impacts expected to result from implementation of the General Plan 2045 including the effects of potential future maximum buildout.

On March 17, 2026, the Planning Commission held a public hearing on the Draft EIR to receive public comments. Public comments received pertained to population assumptions included in the Draft EIR, remarking that the projections anticipate more population growth than will actually occur. The population assumptions included in the Draft EIR are not a projection or a forecast. The General Plan identifies a density range for each developable residential parcel. Whether to build new housing and at what density to build within the permitted range is at the discretion of the property owner. The Draft EIR is required to evaluate maximum potential impacts. The population numbers identified reflect the population growth that could occur with the maximum possible development capacity, as identified in the General Plan to accommodate future state housing requirements. The Draft EIR plans for a maximum of 16,610 net new

housing units by the horizon year 2045 which would house approximately 43,820 net new people based on Livermore's current average household size.

Livermore's state housing requirement (the Regional Housing Needs Assessment, or RHNA) for 2023-2031 is 4,570 housing units, distributed among four income categories that range from Very Low Income to Above Moderate Income. However, the Draft General Plan extends beyond the end of the 6th Housing Element cycle (2023-2031). Assuming continued 8-year housing allocation cycles, and that the General Plan's expected horizon year is 2045, the updated General Plan designates sufficient residential land to accommodate the future 7th cycle (January 2031 to January 2039) and possibly the 8th cycle (January 2039 to January 2047), depending on the RHNA housing allocation numbers required.

The scale of future RHNA housing allocations is unknown and difficult to predict. Housing requirement numbers are ultimately determined by the State and Association of Bay Area Governments (ABAG) based on statewide demographics. Hypothetically, if the 7th cycle of state Housing requirements is in the same proportion to the existing number of homes as the 6th cycle, it would call for approximately 5,100 new units. Similarly, if the 8th cycle continues that trend, it could be expected to call for an additional 5,900 new units. The combined total would be approximately 11,000 new units over the 7th and 8th cycles (2031 to 2047). This does not include any additional "buffer" for the two future housing requirement cycles. A buffer is necessary to ensure that if the sites listed in the housing opportunity sites inventory are developed without housing or are developed with less than the full amount of housing claimed in the inventory, there is remaining capacity to ensure an ongoing supply of sites for the full allocation during the eight years of the Housing Element cycle. The State recommends a buffer of least 15% to 30%.

If the City does not designate adequate residential sites to meet the future requirements as part of this Draft General Plan 2045, the next Housing Element, which must be adopted in January 2031, and could begin preparation in 2028 or 2029, the City may need to revisit the General Plan land use map and include a process to identify and change the designations on additional sites to accommodate more future housing.

The Draft EIR provides an analysis of future housing and population growth that aligns with future state housing requirements and reflects the residential capacity that would be available from the land use designations on the Draft General Plan land use map. The City of Livermore is obligated to plan for sufficient housing sites and have policies in place to support housing production, but ultimately market conditions and the decisions of private landowners and project applicants will determine the amount of housing that is built over the next 20 years. The population assumptions used for the Draft EIR are not a target or a forecast and do not commit the City to approving or constructing any specific project.

FISCAL IMPACT ANALYSIS

Assuming that actual population growth would likely be lower than the maximum zoning capacity and determined by market conditions and developer/property owner decisions, staff prepared the Fiscal Impact Analysis based on a feasible development scenario. The purpose of the Fiscal Analysis is to confirm that future growth will be fiscally sustainable, public services can be maintained, and to evaluate the fiscal health of the City through the horizon year 2045. (Attachment 4).

The fiscal analysis uses the City's budget documents and forecasting methods to assess how the General Plan 2045 may affect General Fund revenues and expenditures. It is based on a realistic

development scenario informed by past growth trends, assuming less residential and non-residential development than the full theoretical buildout considered in the Draft EIR. The analysis estimates 7,500 net new housing units by 2045, consistent with trends under the current General Plan. During the 2003 General Plan cycle, the City planned for about 11,800 housing units but developed approximately 5,400, an overall buildout rate of about 46%. Rather than projecting actual revenues, the analysis evaluates the relative fiscal value of different land use types.

The fiscal analysis evaluates the value associated with different land use types; it does not forecast expected City revenues. Existing deficiencies in City services, depreciation of public facilities, and new infrastructure that may be required by new development are outside of the scope of the fiscal analysis. Overall, the fiscal analysis found that the assumed buildout of the General Plan 2045 is projected to generate annual General Fund revenues that exceed the costs of providing public services under existing service standards.

NEXT STEPS

Following this Council meeting, staff will revise the Draft General Plan 2045 based on Council direction and prepare the following steps to finalize the Draft General Plan 2045:

- July 2026: Planning Commission and City Council will hold public hearings to provide recommendations and consider adoption of the General Plan 2045 and conforming Livermore Development Code amendments and certification of the EIR.
- August 2026: Finalize and publish the adopted General Plan 2045 per Council direction.

FISCAL AND ADMINISTRATIVE IMPACTS

The Draft General Plan envisions a 20-year buildout to the horizon year 2045. Based on the feasible development scenario analyzed, the General Plan 2045 is anticipated to provide sufficient resources to cover the cost of public services under existing service standards. A detailed Fiscal Impact Analysis is provided in Attachment 4.

COMMUNITY PILLAR:

4. Inclusive and Inviting Spaces and Places

GOAL:

4. Continue to complete the General Plan Update

ATTACHMENTS

1. Community Feedback on Draft General Plan 2045
2. Summary of GPAC Feedback on Draft General Plan
3. Recommended Revisions to Draft General Plan 2045
4. Livermore GPU 2045 Fiscal Impact Analysis

Prepared by: Andy Ross
Principal Planner

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Community Feedback on Draft General Plan 2045 Summary

Introduction

This document provides a high-level summary of community input received on Draft General Plan 2045. Feedback was provided via these channels:

- **Draft General Plan 2045 Online Commenting Tool**. The online commenting tool is available at www.ImagineLivermore2045.org. The tool allows users to comment on background text, images, tables, maps, policies, or actions. Four participants added 14 comments.
- **Draft General Plan 2045 Open House**. The City of Livermore held an Open House at the Robert Livermore Community Center on Wednesday, March 18, 2026 from 5:30 to 7:30 pm. Approximately 30 people attended the open house.
- **Email comments**. As of April 30, 2026, the City has received 14 written comments submitted via email.
- **Verbal comments**. The City received verbal comments from 14 speakers on Draft General Plan 2045 provided at the March 17, 2026 Public Hearing on the Draft General Plan 2045 Environmental Impact Report, at the April 1, 2026 General Plan Advisory Committee meeting, and at the April 21, 2026 Planning Commission meeting.
- **Bilingual Intercept Outreach by La Familia**. La Familia, a local community based organization that provides health and other services in the Tri-Valley region, assisted the City of Livermore with collecting input from the Latinx community in Livermore. La Familia connected with the Livermore community at libraries, focusing on the Rincon Library and Springtown Library; at several Livermore sites of Community Association for Preschool Education (CAPE) Head Start program; and through La Familia programs. In total, La Familia collected 100 surveys that asked participants to identify their top policy issues in the General Plan. Written comments are summarized below.

The City will continue to collect feedback on Draft General Plan 2045 throughout the remainder of the public review period.

The emails, written comments from the Open House and online tool, and surveys are attached to this memo.

Summary of Feedback on Draft General Plan 2045

This section provides a summary of community input on Draft General Plan 2045.

General Comments/Questions

- General Plan is well organized and written, but there are a few opportunities to clarify word choice/meaning.
- This General Plan should not contribute to climate change.

- The population projections included in the EIR plan for an unrealistic amount of growth.
- What are the most important things to pay attention to as someone who is not familiar with the content?
- Require the use of union labor in development agreements.
- Enforce City codes (ex. cars on sidewalks, abandoned vehicles, etc.).

Land Use Element

- Comments:
    - Plan for more housing, including affordable housing.
    - Only plan for the amount of housing needed.
    - Missing middle housing is vital to solving the housing crisis.
    - Balance the need for more affordable housing against overbuilding.
    - Continue to preserve the Urban Growth Boundary.
    - Support for allowing limited residential in commercial districts.
    - Support for allowing retail in office areas to serve worker needs.
    - Support for transit-oriented development.
    - Identifying East of Greenville as a future study area is inconsistent with the Urban Growth Boundary.
    - Expanding into the East of Greenville area would open up important economic opportunities.
    - Protect small businesses and light industrial uses.
- Questions:
    - Are changes to the airport included in the Draft General Plan?
    - When will the commercial core arrive in Isabel Neighborhood Specific Plan area?
    - What changes are proposed to industrially zoned land?
    - What is the timing of the specific/neighborhood plans that will follow from general plan adoption?

Draft General Plan Land Use Map

- Concern about including the commercial area west of Las Positas Road in the Midtown Specific Plan area as this is a viable shopping area.
- Concern that a Midtown Specific Plan designation will make existing industrial uses incompatible with future uses.
- Do not plan for high density residential housing in the Laughlin Road focus area.

Community Identity Element

- Clarify Policy CI-12.1, Focused Commercial Development, to specify which freeway interchange areas should have focused commercial development.

- Clarify what "out of scale" means in Policy CI-13.7, Single Family Housing Scale Consistency. Is this policy based on building mass or design?
- Preserve Livermore's agricultural and ranching heritage.
- Protect scenic viewpoints.
- Hold more multicultural events.

Mobility Element

- Comments:
    - Plan for a variety of transportation modes; make transportation as safe for cyclists as possible.
    - Expand signal prioritization and consider bus lanes in high traffic corridors to reduce VMT.
    - Support for future Valley Link service.
    - Increase funding for transit. Prioritize funding for fixed-route transit and other multi-modal projects over autonomous technologies.
    - Reduce off-street parking mandates.
    - Plan for sufficient parking.
    - Improve roadway safety (i.e. repair potholes).
    - Use statistics to support safety improvement measures.
    - Residential speed limits are not the problem; managing speeding on residential streets is the issue (comment regarding Policy MO-5.11 Speed Management).
    - Educate people about the safety risks of being on cell phones while driving or walking.
    - Figure MO-6 Goods Movements appears to not accurately capture goods movement in the city.
    - Requiring Level 3 chargers at gas stations seems too specific; this policy needs to be more flexible as there are other locations people would like to use chargers such as commercial areas and locations fronting the freeway (comment regarding Policy MO-11.4).
    - Provide safe walking and biking connections across Interstate 580.
- Questions:
    - In Policy MO-1.1 Complete Streets Approach, is the term "underserved communities" the right word choice? Are there areas of the city that are currently underserved?

Infrastructure Element

- Comments:
    - Request for clear direction about what can be recycled and where. In an ideal world, there would be one general location you could take recycled material

(or that it would be picked up directly from your house). Make recycling as easy as possible.
    - Request that all new development use recycled water for irrigation.
    - Add a policy to encourage collaboration with the state and service providers to come up with more effective and efficient recycling rules.
    - Lower electricity costs.
- Questions:
    - Is there sufficient wastewater treatment plant capacity to serve future development?
    - What is the current status of the South Livermore sewer extension project?
    - What is the status of Zone 7 purchasing attentional water ponds?

Community Services Element

- City should support/fund childcare services.
- Make healthcare more accessible.
- Provide access to mental health.
- Offer classes for older adults.
- Offer parenting classes for fathers.

Open Space and Conservation Element

- Comments:
    - Have a plan in place to make connections to the Iron Horse Trail.
    - Plan for energy production through agrivoltaics/solar farms.
    - Do not impact agricultural land.
    - Encourage the incorporation of regenerative farming techniques such as biochar and other nutrient-recycling methods.
    - Continue to preserve and enhance existing open space.
    - Explore the possibility of expanding public access to open space properties.
    - Coordinate with neighboring property owners to connect and expand the public trail system.
    - Lower the cost of recreational services for all ages.
    - Increase dog parks.
    - Add more tennis courts in Springtown and citywide.
- Question:
    - What are the South Livermore Valley requirements for replanting vineyards?
    - How does the City support agrotourism?
    - How do you report trail safety or maintenance needs?
    - Is the City planning trail connections from north of I-580 to south of I-580?

Noise Element

- Figures N-2 and N-3 do not appear to accurately capture railroad noise.
- Protect open space from noise impacts.

Safety Element

- Request for more firefighters and fewer police officers.
- Police should provide emergency response but should do so in a different uniform.
- Fire emergency medical response should use smaller vehicles, not large fire trucks.
- City does a good job of infrastructure planning.
- Concern about gang activity and request for policies that support crime prevention.

Economic Development Element

- Clarify what activities are covered under commercial and industrial uses as it includes a range of building types and sizes.
- Concern that Figure ED-3 does not capture the industrial land south of the airport and West Jack London Road.

Imagine LIVERMORE 2045

Draft General Plan Open House Comment Sheet

If you have comments or questions, please fill out this comment sheet.

Name: David Furst

Email: [redacted]

Comments and questions:

Your "Land Use Element" says you are going to maintain the urban growth boundary - yet you plan a study of 'east of Greenville' - this incompatible & contradictory. If the City really supports the urban growth boundary you cannot/should not study an area outside the UGB.

The pop projections is by 2045 there will be an increase of 43,800 people. This projection does not make current sense. You should not simply use a "projection" without evaluating it. The number is almost a 50% increase in Today's pop. The City needs critically evaluate data from other agencies. Thank you.

Imagine LIVERMORE 2045

Draft General Plan Open House Comment Sheet

If you have comments or questions, please fill out this comment sheet.

Name: Jean King

Email: [redacted]

Comments and questions:

Make line defining UGB more prominent
Too much housing.
Do not take away agricultural land
There should not be any Environmental Impact
that are significant and Unavoidable
Significant Impacts for wildlife and
cultural and historical must be mitigated
mitigate any greenhouse emissions, we must
not contribute to climate change.
With a change in number of resident
per housing unit, more population will
have housing.

Imagine LIVERMORE 2045

Draft General Plan Open House Comment Sheet

If you have comments or questions, please fill out this comment sheet.

Name: Alan M.

Email: [redacted]

Comments and questions:

Community identity element & agriculture element should include energy production through agrivoltaics / solar farms.

Safety element: I would like to see more firefighters / disaster response workers and fewer police. More de-escalators and health-care workers on emergency call ~~them~~ instead of heavily armed police who tend to escalate conflict.

From: David Furst [redacted]
Sent: Monday, February 23, 2026 8:48 AM
To: Andy Ross <aaross@cityoflivermore.net>
Subject: Draft General Plan

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Andy - Good morning. I have been reading over the City's Draft General Plan and first of all it is extremely well organized and well written.
I do not know what your involvement has been - but you are about the only staffer I know.
So, I have some issues with the maps used in the document. It seems that many of the maps are about 15 years old and are outdated.
Please take a look at Chapter 3: Land Use Element - both the "Land Use Map (Feb. 2026)" and the "Online version (Feb. 2026)" fail to show that Sycamore Grove now completely encircles the Veterans Hospital. Minor error, maybe, but maps should be useful and up-to-date. Maps: OS-6, 7, 8 etc. show the same outdated map.
In about 2011 the LARPD, with the major help from TVC, added the Bobba property. The current maps show the City's sphere of influence encircles SGP - but with the 2011 addition of the Bobba Property does the City's sphere of influence now include this property or does the sphere of influence cut through SGP?

In several places the name of the LARPD is mis-written. For example OS-7 "Livermore Parklands", in the legend it lists the LARPD as LRPD, and in another place we are called Livermore Recreation and Parks District.
Please get someone to proofread the document. Thanks, David Furst

From: imaginelivermore2045.org <placeworksinc@gmail.com>
Sent: Saturday, March 21, 2026 1:24 PM
To: GP Update <GPUpdate@cityoflivermore.net>
Subject: New message from "imaginelivermore2045.org"

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Name (optional): Jean King
Email (required): [redacted]
Message: For more than 20 years the citizens of Livermore have supported our Urban Growth Boundary (UGB) through voter approved initiatives, public votes and comments at public meetings. One city wide vote had 72% supporting the UGB. The UGB has protected the Valley's open space, vineyards and agriculture. It is very important that the Plan continues that protection.

The map shows the land east of Greenville outside the UGB as open space. Let's keep it that way. As we do not want Dublin to break its ULL urban growth boundary and commercially develop the open space to its east in Doolan Canyon right up to LIvermore's western border, Livermore should not move its UGB to develop east of Greenville.

The Plan states to "focus growth within the Urban Growth Boundary". Better language would be "limit growth to within the Urban Growth Boundary".

Last May the State Department of Finance estimated that Livermore's total population deceased by 1,896 residents between April 2020 and January 2025. The population decline isn't because there were fewer housing units because every year the number of housing units of all kinds increased. Instead, the average number of persons per household has declined every year from 2.75 in 2020 to 2.63 in 2025.

Yet, the DEIR projects an increase of more than 43,000 new residents from 2025 to 2045. That is forecasting a 50% increase in population. Half again as many new residents as reside here now.

The most recent set of projections from the State Department of Finance showed that Alameda County's total population is projected to increase by more than157,000 from 2024 to 2045. If Livermore's population were to grow by the estimate in the Plan, that would represent 27.8% of the entire county's projected growth.

According to the US Census figures online, LIvermore's population in 2024 was approximately 5.2% of the Alameda County's population.

Why should Livermore, presently with 5 % of the County population, absorb almost 28 % of the growth in Alameda County in the next 20 years?
It's not realistic, nor do I believe most residents want to see Livermore's population grow by 50%.

Date: March 21, 2026
Time: 1:23 pm
Page URL: https://imaginelivermore2045.org/contact/
User Agent: Mozilla/5.0 (Macintosh; Intel Mac OS X 10.15; rv:148.0) Gecko/20100101 Firefox/148.0
Remote IP: 24.6.165.70
Powered by: Elementor

From: S Shang [redacted]
Sent: Wednesday, March 25, 2026 7:52 PM
To: Andy Ross <aaross@livermoreca.gov>; [redacted] Brandon Cardwell <bwcardwell@livermoreca.gov>; Paul Spence <prspence@livermoreca.gov>
Subject: policy suggestion for artificial intelligence

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hi all,

As you know, in our last GPAC meeting, I noted that the draft general plan does not yet address the integration or governance of artificial intelligence.

I would like to encourage we consider a recommendation for the Planning Commission and the City Council to incorporate a foundational AI policy into the document immediately. Establishing these guardrails now ensures that as the City evolves over the next two decades, our commitment to ethical oversight and public trust remains a core priority.

To start this conversation, I've drafted a policy statement adapted from current best practices to fit our unique municipal context. I welcome your feedback and suggestion.

Policy: "AI-Enhanced, but Human-Led" for the responsible and resilient use of artificial intelligence by proactively mitigating risks related to privacy, algorithmic bias, and the erosion of human agency

As emerging technologies such as Artificial Intelligence becomes increasingly autonomous and deeply integrated into the urban fabric, the City shall maintain strong ethical oversight and prioritize the preservation of public trust.

The City pledges to implement rigorous protocols to ensuring that automated logic is consistently audited for bias and transparency. By treating AI as a tool for public enhancement rather than a replacement for civic responsibility, the city ensures that technological progress remains tethered to community values, data privacy, and the right of every citizen to understand and challenge the digital infrastructure governing their daily lives.

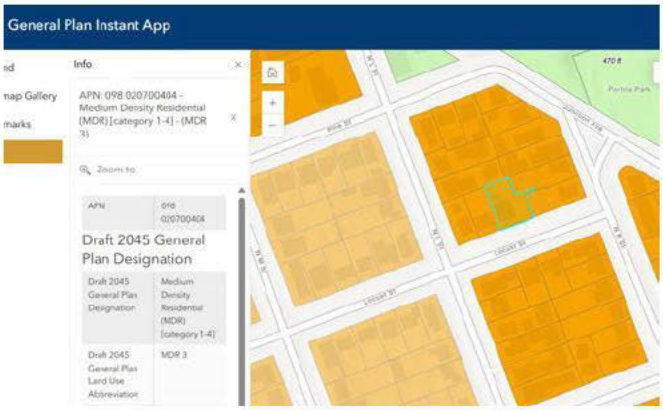
From: Steve Stamos [redacted]
Sent: Monday, March 23, 2026 9:48 AM
To: GP Update <GPUpdate@livermoreca.gov>
Subject: General Plan Update - Parcel Map Correction

Some people who received this message don't often get email from [redacted] Learn why this is important

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good morning,

I was reviewing the General Plan Update interactive map and noticed the lot lines for our parcel are incorrect, as shown below:



Per the April 2024 email discussion I had with the City (snapshot copied below), the City's GIS maps were supposed to have been corrected:

Farnoush Levers <flevers@livermoreca.gov> Mon, Apr 15, 2024, 7:45 PM
to Emily, Stephen, Hamm, me

Good evening Steve,

The City is revising it's GIS maps based on our findings below. let me know if you have any additional questions.

Thank you,
Farnoush S. Levers, PE, CCM, QSD/QSP
Assistant City Engineer
Engineering Division | Community Development Department
City of Livermore

--

Thanks,

Steve Stamos

From: Andy Ross
To: Carey Stone
Subject: FW: comment on the General Plan
Date: Wednesday, April 1, 2026 12:05:19 PM

From: David Furst [redacted]
Sent: Wednesday, April 1, 2026 12:03 PM
To: GP Update <gpupdate@livermoreca.gov>
Subject: comment on the General Plan

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Saying the City wants to maintain the Urban Growth Boundary and then including the East of Greenville Study - which seeks to break the Urban growth Boundary - is totally inconsistent. Please delete the proposed study of east of Greenville.
Thank you, David Furst, Livermore resident

From: Sara Dierking [redacted]
Sent: Sunday, April 12, 2026 11:01 AM
To: Planning Web Email <planning@cityoflivermore.net>
Subject: Response to city's draft general plan to increase population

Dear City Council Members,

I am writing as a long-time resident of Livermore to express my concern about the scale and direction of future growth in our city.

Livermore already feels increasingly crowded, with more traffic, more development, and less of the open, small-town character that has long defined our community. I am especially concerned about continued pressure to develop hillsides and remaining open space areas, which are a core part of Livermore's identity and history.

These landscapes are not just empty land—they represent our agricultural and ranching heritage, support local wildlife, and provide a sense of space and balance that is becoming harder to find as the city grows.

I also want to emphasize that many of our views have already been significantly diminished over time due to the construction of stacked houses and apartment buildings in the surrounding area.

What was once an open and enjoyable outlook has been steadily eroded by increasing density. As a result, any additional obstruction would not be minor— it would represent a further and meaningful loss to what little remains of our original views.

While I understand the need for housing and regional planning requirements, I respectfully urge the City to prioritize protecting open space and limiting further expansion into hills and undeveloped areas. Growth should be carefully managed so that it does not overwhelm the infrastructure or permanently change the character of Livermore.

Thank you for your time and consideration.

Sincerely,

Sara Dierking

[redacted]

Sent from my iPhone

RPM HOLDINGS

March 17, 2026

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

RE: Comments on Draft Environmental Impact Report (EIR) for Livermore General Plan 2045 – Midtown Specific Plan / Industrial-to-Residential Upzoning

Dear Planning Commission and Staff,

I'm writing to comment on the Draft EIR for the Livermore General Plan 2045, specifically the Midtown Specific Plan and the proposed upzoning of existing industrial areas to high-density residential.

I own and operate businesses and property in this area, so this isn't theoretical for me. I understand the need for housing and I'm not opposed to growth—but I do have serious concerns about how this plan is structured and what it actually means on the ground.

---

1. Industrial and Residential Uses Are Not Compatible Here

The plan proposes introducing high-density housing into areas that are currently active industrial zones. That's a fundamental mismatch.

These industrial areas operate with:

- Truck traffic
- Early start times
- Equipment noise
- Day-to-day operational activity

That's normal and expected for industrial use—but it's not compatible with dense residential living.

The EIR includes data on existing conditions, including noise levels, but it doesn't really address what happens when people are living right next to these uses. In reality, what happens is predictable: complaints increase, pressure builds, and eventually businesses are forced to change how they operate—or leave.

That dynamic isn't meaningfully analyzed in the EIR.

P.O. Box 2228, Livermore, CA 94551-2228 T. (925) 449-4020 F. (925) 449-4025
www.rpmholdings.com

2. This Will Lead to the Gradual Loss of Existing Businesses

Even if the plan doesn't explicitly say industrial uses will be removed, that's the direction it pushes things.

When residential gets introduced into industrial areas:

- complaints increase
- regulations tighten
- operating conditions get more restrictive

Over time, that creates a situation where businesses can't realistically continue.

That's a foreseeable outcome, and it should be analyzed. The EIR doesn't really address that, and I think that's a major gap.

3. The Plan Assumes Redevelopment That May Not Be Realistic

The EIR assumes that these properties will transition to high-density housing—but there's no discussion of whether that's actually feasible.

From a real-world standpoint, the cost to build this type of housing right now is extremely high. Between construction costs, financing, and market conditions, it's not clear that these projects pencil today—or in the near future.

That creates a real problem:

- The plan assumes redevelopment
- But the economics may not support it

If that's the case, what we're left with is a long period where:

- industrial uses are under pressure
- residential isn't actually getting built

That outcome isn't addressed in the EIR.

P.O. Box 2228, Livermore, CA 94551-2228 T. (925) 449-4020 F. (925) 449-4025
www.rpmholdings.com

4. The Plan Relies on Transit That Does Not Yet Exist

Another concern is that the Midtown Specific Plan appears to be built around a transit-oriented development model—but the transit needed to support that model does not currently exist, and there is uncertainty around whether it will.

In particular, the plan seems to rely on the future implementation of Valley Link or similar regional transit improvements. However, those projects face real funding and timing challenges, and there is no clear certainty on when—or if—they will be delivered.

Without reliable, high-capacity transit in place, the assumptions underlying this plan become questionable. High-density development in this area will likely remain heavily dependent on cars, which raises concerns about traffic, congestion, and overall functionality.

If the transit does not materialize as assumed, the result is not transit-oriented development—it is simply higher density without the infrastructure needed to support it.

That risk is not adequately addressed in the EIR.

---

5. Too Much Is Being Deferred

I understand this is a program-level EIR, but the impacts we're talking about here are very real and very location-specific.

The conflicts between industrial and residential uses—and the reliance on future transit infrastructure—aren't things that can just be figured out later at the project level. Once the zoning changes are in place, those outcomes are already set in motion.

Deferring that analysis doesn't solve the problem—it just postpones it.

---

6. There Are More Practical Ways to Approach This

I'd strongly encourage the City to consider a more flexible approach instead of a full conversion of industrial zoning.

One option would be an **overlay or transitional zoning approach**, where:

- existing industrial zoning stays in place
- residential is allowed as an additional use
- redevelopment happens over time, when it actually makes sense

That would:

- allow existing businesses to continue operating
- reduce immediate conflicts
- align redevelopment with market conditions
- still allow the City to move forward with housing

Right now, the plan feels like it's trying to force a transition that the market may not support, and that depends on infrastructure that may not arrive in the near term.

---

7. Closing

At the end of the day, my concern is that this plan creates a situation where:

- existing businesses are gradually pushed out
- residential development is assumed but not guaranteed
- the plan depends on transit that is uncertain
- and we end up with long-term incompatibility instead of a successful transition

I don't think the EIR fully addresses those risks.

I would ask that the City take a closer look at:

- land use compatibility
- the potential for business displacement
- the real-world feasibility of redevelopment
- the assumptions around future transit infrastructure
- and alternatives that allow for a more gradual, workable transition

Thank you for your time and consideration.

Sincerely,

Phillip Marshall
RPM Holdings LP

From: Planning Web Email <planning@livermoreca.gov>
Sent: Wednesday, March 18, 2026 8:34 AM
To: Shannon Pagan <slpagan@livermoreca.gov>; Andy Ross <aaross@LivermoreCA.gov>
Cc: Katherine Mirassou <khmirassou@livermoreca.gov>; Stephen Riley <spriley@LivermoreCA.gov>
Subject: FW: Comments on Draft EIR - Livermore General Plan 2045

FYI

From: Phillip Marshall [redacted]
Sent: Wednesday, March 18, 2026 7:19 AM
To: Planning Web Email <planning@livermoreca.gov>
Cc: Phil Marshall [redacted]
Subject: Comments on Draft EIR - Livermore General Plan 2045

[redacted]

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good morning.

I apologize for the delay in sending this comment over, but it did not go out in my email yesterday.

I am hopeful that these comments can be added to the record for the Draft EIR for the Livermore General Plan 2045.

As you will see in my letter, I am not opposed to the opportunity to re-zone and add housing to the city. I am opposed to doing so in a manner that is not respectful of the existing industrial base in the city and that will impact businesses that are here now in a detrimental manner. I would like to encourage the city to evaluate an overlay zoning approach rather than a straight re-zoning of the areas in the mid-town specific plan. If proper research were to be conducted, the team preparing this report would understand that the types of housing that they are mandating is not going to be economically viable, and the assumptions that transit will be available in the future is less than certain, especially due to the dire financial condition of BART and the follow on effects of that on proposed future connectivity to BART.

I would appreciate an opportunity to further communicate these concerns with the City Planning Staff at the appropriate time.

Best,

Phillip

Phillip Marshall
President
P.O. Box 2188
Livermore, CA 94551-2188
[redacted]

3/3/2026

To: City Staff
From: Alan Burnham
Subject: Draft General Plan 2045

First, let me say that the new General Plan document is very well organized and written. Integrated graphics are nice. I like the new land-use designations. I checked a few old housing areas, and the designations were correct (LDR 3 & 4).

However, I have a few questions, comments, and concerns on specific land use designations and other portions of the document. They are mostly about potential clarifications rather than disagreements with any policy.

I recall the decision to reduce the size of Midtown Specific Plan area. I do not understand the logic of including the commercial area west of Los Positas Road in that planning area. It appears that the boundary is between Lowes and Safeway, which is a rather odd boundary. That Shopping Center seems to be viable as a whole, and putting part of it in a separate specific plan seems like a bad choice. The viability of the big box stores housing Joann's fabrics and the former pet store is certainly in doubt, as well as being next to new housing, so it does seem to make sense for that area to be in an integrated new planning area.

There is a sentence on page 3-16 that is too ambiguous: "A critical component of balanced land use is achieving a comparable ratio of jobs and housing to facilitate the option to both live and work in Livermore." Does this mean having a similar number of jobs and housing units or maintaining the current ratio of jobs to housing or something else? My vague recollection of the discussions on this topic is that Livermore seems pretty good now, so why change that ratio. "Achieving" sounds like changing to something else, while maintaining sounds like keeping things the same. Policy LU-1.2 gives 1.25-1.75 as the target range, but I don't remember what the current ratio is. Perhaps there needs to be a link to the Economic Development element.

On page 3-27, I think there is a poor word choice. Policy LU-55 says, "Improve feasibility of existing and aging commercial centers". Feasibility is a criterion for creating something new. Viability is a criterion one applies to something that exists but needs to adapt to changing conditions. If the idea is to make it feasible to completely tear down old commercial centers and make something new, that is something different from what is said. I personally would like city policies to make it feasible to complete the Iron Horse Trail all the way from the transit center to west of P St., but I don't think existing City policies encourage that to the extent needed for it to be viable, so I certainly like the word "Improve". I do have a potential conflict of interest, but I don't think I am the real problem.

Also on page 3-27, I support the statement on industrial land uses. However, I think the problem is a bit larger than portrayed. Much of the exiting light industrial space is zoned for conversion to housing, as is mentioned in the Economic Development section. Examples are the commercial center on the SW corner of N Livermore Ave and Los Positas Ct and multiple small business parks on the south side of First Street between the railroad overpass and Mines Road. Perhaps some are not viable and should be converted. However, City policies should look at availability of small business-type space in addition to major industry space as seems to be covered in Goal LU-06. Maybe it should be in a different section of the plan, but we did have a small business owner express concern early on about his location being rezoned to housing. As you know, if vacancy rates of small light-industrial spaces are near 100%, rents can rise and drive small businesses out of Livermore. These small businesses are different from the entities portrayed in Goals LU-5 and LU-6. They make things, develop new products, or provide professional services. Examples are Aslin Automation, Korbmacher Engineering, TriHelix LLC, and Infinity Dental Lab. I even found the California Coffee Authority, which looks at the science of coffee roasting. There are probably 100 or more of these types of small businesses. Some of them are located in Figure LU-5. The current document seems to view the commercial uses as staying even though their land is zoned for housing. This seems a bit incongruous.

Figure LU-5 shows a new easement for the Iron Horse Trail. Excellent! But how does it connect with the various segments of the Iron Horse Trail on the south side of the tracks west of the transit center? It seems that the only viable crossing point is at Junction Ave, then connecting with Gardella Plaza and crossing First St somewhere. Maybe there is another plan, but there needs to be a plan, and the General Plan should call out the need and process for getting a plan. And it's not going to happen without some financial investment.

Policy CI-2.2. Do you really mean "focus"? If you are really trying to reach everyone, focus is the wrong word. To quote an internet definition, "to focus on something means to direct your undivided attention, energy, and mental effort toward one specific subject, task, or object while filtering out distractions." Or do you mean "with attention towards…" or "special attention towards…"?

Goal CI-3. I think you need pictures of the Livermorium sphere and the astronaut mural.

Page 4-23. Lighting and Glare. The crosswalk at East Avenue and Jenson Street continues to be underlit and dangerous at night, especially because people tend to wear dark clothing. This problem has been known for years, yet it has not been addressed. A light focused on the crosswalk could provide both the needed safety and meet the objectives. This is not

hard to do, and the objectives of the general plan could be met if someone just decided to solve the problem.

Policy CI-12.1. Is this policy a carryover or new? The City made an active campaign to move car dealerships out to along the freeway, and the commercial development is almost continuous on the south side of the freeway from N Livermore to First St except one narrow strip. The other remaining undeveloped land is north of the Arroyo and West of N Livermore Ave. GPAC discussed that land, and some thought it should be developed, but the challenges are substantial. Personally, I think it could be modified to be a catchment basin to mitigate some of the flooding north and east of the airport. That said, is the policy really for development north of 580 between Springtown and Isabelle? If so, it should be more explicit. Right now the policy seems neither clear nor even thought out.

Policy CI-13.2. I am not sure what out-of-scale means. The only real example I can think of is the chateau south of Concannon Blvd. Is this the kind of house one is trying to prevent? I find it more intriguing than oppressive, given that it is pretty far from any other house. If it were right over the fence from me, I would certainly object. But who in their right mind would want to build a major house like that in the neighborhood of smaller houses? The only examples of bigger-than-surrounding I can think of are big old houses along 4th St and East Ave. A more important question is whether the Interfaith Housing project at the end of Pacific is oppressive to the neighborhood. Although I've heard such comments, I don't agree. Also, it is a multi-unit building, but it calls into question just exactly what this policy is intending to accomplish. If a house was not taller than others but built over two lots so twice as big, is that out of scale? Or is it really a 3-story house in a 1-story neighborhood? In other words, FAR? Or what if someone wanted to convert a craftsman-style house in such a neighborhood to a Victorian house.

Policy CI-15.1. My observation is that buses and landscaping trailers are a larger problem than emergency vehicles when it comes to street width. Downtown, supply trucks are the bigger challenge. In addition, ambulances are typically smaller than these other large vehicles. If it were fair to say that a fire truck is the biggest challenge and everything else will work if they can pass, this policy is OK. Otherwise, I'm not sure it quite captures the need.

Policy MO-1.1. Why is the term "underserved communities" used here? It is simply an ideological statement, or is there a specific problem that needs to be addressed? Of course, dangerous streets should be addressed wherever they are. Maybe they are more frequent in lower income areas, and maybe not. I simply don't understand what issue is being addressed. I had brought up an issue that making a through street such as N L St attactive and overhead-utility free should not be a financial burden born by a lower income

neighborhood, but that is a different issue—the entire community should pay for improvements that are intended to benefit the entire community. Is it a matter of fairly resurfacing streets in lower tax zones? In contrast, the term “vulnerable road users” is perfectly appropriate and self-evident. If you have a senior development with lots of slow pedestrians, the street crossings need to address that safety issue. Special attention near schools is also a clear example of special circumstances.

Figure MO-3. The figure caption talks about various measures of safety improvements. These are unsupported statements, and it would be valuable to have some statistics or some sort of link to real data. This is a rare case where implied statistics have supported a policy. In most cases, the policy is a policy because it has been determined to be what is wanted. In addition, the figure shows that a bike path is finished between N. P St and Junction Ave. That is not true.

Policy MO-5.11. Lower speed limits for residential streets are mentioned. To my knowledge, the speed limit for a residential street is 25 mph. It is higher only if it is classified as some sort of collector street. So I think the policy is unclear about intent. Should I interpret it as decreasing the speed limit on a residential street to 20 mph? More to the point, I don’t think the problem is the wrong speed limit. It is that some people do not pay attention to the speed limit in a flagrant way. That requires a different solution.

Policy MO-5.6. I am unsure of the precise intent of “may”. It could be interpreted as “might” or “may be allowed to”. In other words, is it an observation or an allowed variance?

Figure MO-6. I am surprised that there is only one street for goods movement going through downtown Livermore. To be clear, I would suspect any truck driver would want to avoid tight streets and congestion whenever possible, but I can guarantee that there are lots of trucks going to points within downtown on those other streets. I would even say that I encounter trucks more often on Livermore Ave and East Ave than Mines Road, and they are not particularly a problem given the number needed for service to the greater downtown area. If I were going to points east in a big truck, I would take Vasco Road. This map seems to be out of touch with reality.

Page 5-33. I like the realization that transportation vehicles are evolving and we need to keep our eye on the ball.

Policy MO-11.4. I think this is a silly policy, and probably too detailed for a General Plan. Who wants to go to a location with a single vehicle charger? And there is no reason a charger needs to be at the same location as a gas pump. There are several places around town with multiple charging stations, and that’s where one is more likely to be available. If a large gas station had room for 3-4 charging stations, that might make both practical and

economic sense if there weren't chargers in a parking lot a few hundred feet away. On the other hand, if the objective is to drive smaller gas stations out of business, this is a good policy.

Goal INF-5. This is laudable but fraught with difficulties. A major issue is that recycling rules vary and don't concentrate on materials that are universally recyclable, so recycling bins collect all sorts of thing that can't be recycled. And that is when people are actually trying. My observation is that public bin systems are nearly hopeless. Also, I spend more time than I care to remember at our commercial building fixing other people's mistakes. Are we actually saving more energy than we're using on a system that is not designed for reliable point separation? Plastic in a landfill does not decompose appreciably, so it is not a significant source of methane and is actually a way of sequestering carbon. So until commercial goods packing systems are fixed, it seems that we are trying to do too much, with the result of getting multiple trash collection systems operating in parallel. What can the city truly do to make the system more effective and efficient? It seems that there needs to be some sort of policy encouraging collaboration with the state and service providers to come up with more effective and efficient recycling rules that can be effectively implemented.

Page 10-3. Interesting chart, but I think there should be entries for trains and freeway noise. In fact, those two plus planes are the primary public noise sources, I think. A problem with the chart is that there is no distance scale. A jet, for example, would be very out if one were right next to it, but even so, it is vastly different while taxiing and taking off. Similarly, a train horn is much louder than the train itself. So the more I look at it, the less informative the chart actually is in its current form. Please consider how to adapt to be more relevant to decisions the city needs to be involved with.

On charts N-2 and N-3, I don't understand why Holmes between Concannon and the Arroyo Valle has no noise. The same with First Street just east of the RR overpass. On chart N-4, the Railroad needs to include the sound of the horn. I can guarantee it is more than 60 dB. I think by law the horn has to be in the 85 dB range, and I think it is often much louder. I have to cover my ears when outside by the L St crossing. I'm glad to see Policy N-3.6. I would not want to live by one of the at-grade RR crossings.

Page 12-11 (Economic Development). The terms commercial and industrial cover activities that span a very wide range of activities between retail sales and large-scale manufacturing. My concern is not so much with what is said as whether the average person understands the range of types of buildings (size and purpose) that are encompassed. In that regard, the MTC Priority Production Areas do not cover a lot of the small business technology-development, small-scale-production, and service activities that contribute

high quality jobs. I'm sure staff understand this complexity, but it seems that another sentence or two is needed to give this broader perspective. This concept is reflected in Action LU-A-6.1, but a motivation in the introduction is desirable.

Figure ED-3. I think this figure is not up to date concerning the additional industrial land south of the airport and W Jack London Rd. Should it be updated or merely add a qualification statement to the Figure caption?

Page 13-3. There is a difference between allowing and requiring mixed-use districts. My concern is that a hard requirement of a non-economic model will mean no development can occur and the goal is moot. As is often said, the city creates zoning but the private sector builds. So these policies sound good and are perhaps viable, but I want to be sure that the words "promote" and "allow" are fully understood.

Page 13-4. I have a similar comment about Goals LU-11 and LU-12. Implementation of these goals must achieve a good balance between wishes and reality. I like the word flexibility, and perhaps it should show up in the introduction of the Implementation plan.

Final comment: Somewhere in the document, I thought I saw a comment that reduced parking in new residential developments decreases miles traveled. That may or may not be true, and no evidence was supplied that it was true. I do know that I do not like to go to events or meetings in new housing districts that don't have adequate parking. If anything, I spend more time driving around looking for a parking place. It could be that a different situation is intended. I think this brings up a general comment that if something is asserted to be true, there should be some evidence that it is true. If it is simply asserted that an action is intended to encourage a certain behavior, it is true by definition. All this is simply a requirement of logic, not a value judgement of any given policy objective.

Marq

RECEIVED
MAR 24 2026
PLANNING DIVISION

March 18, 2026

City of Livermore
Planning Department
1052 S. Livermore Avenue
Livermore, CA 94550

Re: **Comments on Draft General Plan 2045 – Property at 161 S. Vasco Road (Midtown Specific Plan Area)**

Dear Planning Staff,

On behalf of Marq Logistics, the owner of the property located at 161 S. Vasco Road, Livermore, California, we respectfully submit the following comments regarding the City of Livermore,s Draft General Plan 2045 and the proposed inclusion of our property within the Midtown Specific Plan Area (MSPA) pursuant to Goal LU-15.

The property at 161 S. Vasco Road is currently zoned High Intensity Industrial (HII) and is occupied by existing industrial and mixed-use tenants whose operations depend on the certainty, flexibility, and long-term stability provided by the current zoning designation. While we appreciate the City,s long-range planning efforts and understand that the Midtown Specific Plan has not yet been developed, we are concerned about the potential impacts that adoption of the General Plan could have on our existing uses and tenants.

Based on the Draft General Plan materials, the vision and stated goals for the Midtown area appear to contemplate a significant departure from the existing HII zoning framework, with limited clarity at this time regarding future permitted uses, development standards, or regulatory requirements. In the absence of an adopted specific plan, this creates uncertainty for property owners and tenants and raises concern that existing, legally established industrial uses could become legal nonconforming as a result of future rezoning or policy implementation.

Our primary concern is ensuring that adoption of the General Plan and subsequent planning efforts do not inadvertently:

- Trigger a rezoning that limits or restricts industrial uses currently permitted under HII zoning;
- Result in existing uses or tenants being classified as legal nonconforming;
- Constrain our ability to continue leasing to industrial users or renewing existing leases; or
- Disrupt ongoing operations or investment-backed expectations at the property.

We would have significantly less concern if the Midtown planning framework is implemented as an overlay approach, clearly preserving existing zoning entitlements and allowing current and future industrial uses to continue by right unless and until a property owner elects to pursue redevelopment under a new regulatory scheme.

Accordingly, we respectfully request the following:

1. Advance notice and ongoing engagement opportunities, including notification of all stakeholder meetings, workshops, and public hearings related to the General Plan and the Midtown Specific Plan; and

2. The opportunity to meet with Planning staff to better understand the City,s intent and how existing industrial properties, particularly those located at the edge of the Midtown Specific Plan Area, will be treated.

We appreciate the City,s willingness to engage with property owners during this process and are interested in participating constructively as planning efforts move forward. Thank you for your consideration of these comments, and we look forward to continued dialogue.

Please do not hesitate to contact me if you have any questions or would like to schedule a discussion.

Sincerely,

Holly Rodriguez
Vice President, Real Estate
Marq Logistics
4675 MacArthur Court, Suite 625
Newport Beach, CA 92660
P: 424.303.0666
E: hrodriguez@marqlogistics.com

From: David Furst [redacted]
Sent: Tuesday, April 21, 2026 11:59 AM
To: Planning Web Email <planning@livermoreca.gov>; David Furst [redacted]
Subject: Comment on the City's Master Plan

> You don't often get email from [redacted] Learn why this is important

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Planning Commission:

I hope to attend tonight's Planning Commission meeting to speak with you directly, but in case I cannot: Here are my comments.

I previously wrote to Andy Ross re several errors in the Master Plan, specially the City's use of old outdated maps. City staff was quick to make the changes I requested.

What has not been changed is the inconsistency of the City's statement that "the urban growth boundary will be kept", but then the Master Plan goes on to mention a future study area - that is, the east of Greenville study area. This is inconsistent and worrisome. The City needs to be transparent: will the urban growth boundary be maintained and protected OR is the City planning to break the urban growth boundary by expanding development east of Greenville?

If the City plans to keep the urban growth boundary - then please delete mention of any future study aiming to break the eastern boundary. If the City wants to break the boundary, to accommodate industrial or any commercial nuclear energy industry - then be upfront, say so, and do not discuss keeping the eastern urban growth boundary.

Thank you, David Furst, LIvermore residence

From: Jean King [redacted]
Sent: Tuesday, April 21, 2026 10:41 AM
To: Planning Web Email <planning@LivermoreCA.gov>
Subject: Email Comments Planning Commission Meeting April 21, 2026

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Livermore Planning Commission Meeting April 21, 2026

Item 6.1 General Plan 2045

Livermore's total population decreased in the last 5 years. The population didn't decline because there were fewer housing units, since the number of housing units of all kinds increased annually. Instead, the average number of persons per household has declined every year for the last 5 years

Yet, the General Plan 2045 DEIR projects an increase of more than 43,000 new residents in the next 20 years. That is a 50% increase in population - half again as many new residents as live here now.

Alameda County's population is projected to increase by more than 157,000 in the next 20 years. If Livermore's population were to grow by the Plan's estimate, that would represent 28% of the entire county's projected growth.

Livermore with presently 5 % of Alameda County's population should not provide 28% of the County's growth in the next 20 years. Livermore does not want that.

Do not be in a hurry to rezone industrial to residential. Keep balance between workers and jobs.

At one of the General Plan's meeting, one of the members made a comment something like - 'It would be good if we could get some of the empty nesters to move out of their houses.' Being an empty nester, I wasn't sure what she had in mind for me. But, she had a point.

When I moved into the Jackson School area in the 1960's, Livermore was going through a fast population growth with many new houses and double sessions in the schools. The houses in the neighborhood were newly built and almost every house had a young family with school age children, usually 2 but sometimes, 1 or 3, and some with between 4 and 12. The average number of residents per household was certainly more than 4, much higher than the present 2.63.

Now there are only 2 homes on my adjoining street with young children. Most houses have 2 adult residents and some with 1 and some with 3, Those residents who have lived here since the 60's are very unlikely to be here until 2024. I think these empty nesters will give way to younger residents.and will raise the average number of residents per household from the present 2.63. The housing built during Livermore's rapid growth in the 60's and 70's can absorb more population.

Livermore's housing, population and residents per household need to be evaluated periodically along with the workers/job ratio.

We need more affordable housing but it needs public financing, not just through nonprofits.

Jean King

[redacted]

Livermore [redacted]

From: vic avila [redacted]
Sent: Tuesday, April 21, 2026 10:48 AM
To: Planning Web Email <planning@livermoreca.gov>
Subject: Planning Commission Citizen response

> You don't often get email from [redacted] Learn why this is important

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

What is Livermore's charm? What makes Livermore a great, appealing place to live? Livermore is spacious--it feels distinctly different from Dublin, Pleasanton, San Leandro, and dozens of other suburban cities. Livermore's spaciousness is due to the fact that Livermore is a donut hole, surrounded by the donut. The DONUT is the open space around the city that creates that spaciousness. This is unique in the Bay Area. Almost all cities had it at one time, but they developed all the land. The ranchers, farmers, vine growers started this spaciousness centuries ago. This is a prized possession this spaciousness! It is the planning commission's responsibility to guard this spaciousness. Your decisions affect 86,000 residents. Does Livermore's population need to grow by 50% in the future? The answer is no. Represent the people that live here and PROTECT THE URBAN GROWTH BOUNDARY. If you don't you will look back at your actions in a few years and say: "I could have helped prevent the urban sprawl I now see." I wouldn't want that reality staring at me.

Tri-Valley San Joaquin Valley
REGIONAL RAIL AUTHORITY

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Kevin Sheridan
Executive Director/CEO

April 30, 2026

To Mr. Brent Smith, Director
Community Development Department City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

COMMENTS ON DRAFT LIVERMORE GENERAL PLAN 2045

Dear Mr. Smith,

Thank you for the opportunity to review the Livermore Draft General Plan 2045. The Tri-Valley San Joaquin Valley Regional Rail Authority (Authority) appreciates that the Plan includes the Phase 1 Valley Link Rail Project and the identification of the initial Phase 1A project that is targeted for near-term construction. The City of Livermore is recognized as a region-wide model for establishing transit-supportive land use with the completion of the Isabel Neighborhood Plan and establishment of Priority Development Areas. We commend the city for further advancing these efforts in the General Plan with identification of the Midtown Planning Area and potential expansion of the Brisa Neighborhood Plan. These critical land use elements combined with transit supportive goals and actions identified in the plan support funding eligibility for Valley Link on the regional, state and federal level and demonstrate Livermore's commitment to achieving a long-awaited passenger rail service for its residents.

The Authority is in full support of the following land use policy in the plan:

· *Policy LU-1.7: Transit-Supportive Development. Facilitate new development in major commercial and transit-supportive development areas, including the Downtown, Isabel Neighborhood, Brisa Neighborhood, Midtown area, and appropriate areas around Livermore Municipal Airport, to maximize the density and intensity specified in the Land Use Plan and to efficiently use land and infrastructure resources.*

The Phase 1A Valley Link Project will connect the Bay Area Rapid Transit District (BART) and Altamont Commuter Express (ACE) systems with a cross-platform transfer at the Vasco Road Station. To leverage the benefits of this vital connection, the Authority, San Joaquin Regional Rail Commission (Commission) and the

Livermore Amador Valley Transit Authority (LAVTA) are initiating a plan to establish the Altamont Inter-regional Mobility Hub at this station. Collaboration with the City of Livermore in this effort will be essential to maximizing project benefits as well as ensuring achievement of key mobility goals identified in the Draft General Plan 2045. We are in full support of the following policies identified in the Plan and look forward to working with the city to ensure their advancement:

· *Policy MO-2.5: Mobility Hubs. Plan for mobility hubs that bring together public transit, bike share, car share, and other mode options within a half-mile radius of existing or emerging mobility centers, such as Downtown and future regional rail stations.*

· *Policy MO-4.3: Passenger Rail Service. Participate in the development of the Valley Link passenger rail service and support continued coordination with the ACE to enhance regional transit options. Improve multimodal access to Valley Link, ACE, BART, and other regional rail stations by prioritizing first- and last-mile connections, including pedestrian bicycle, transit, and shared mobility infrastructure.*

The Authority appreciates that Livermore has long played an instrumental role in supporting efforts to secure and preserve potential station and alignment rights-of-way for passenger rail to Livermore. We appreciate that the Plan includes the following policy and action to ensure that further rights-of-way are preserved as needed for the Valley Link Project.

· *MO-A-4.2: Regional Transportation Improvements. Establish plan lines that identify the right-of-way along Interstate 580 freeway to support regional transportation improvements, including Valley Link service and high-occupancy vehicle lanes. Infrastructure improvements (e.g., frontage road and utility relocations) necessary solely for the Interstate 580 regional transportation improvements will be the responsibility of the implementing agency. Such improvements will be coordinated with adjacent development.*

We congratulate the City of Livermore for reaching this important milestone in the completion of the Draft General Plan 2045 and look forward to continued collaboration as the Valley Link Rail Project is advanced.

Sincerely,

Kevin Sheridan
Executive Director/CEO

Cc: Mayor John Marchand, Vice-Chair Tri-Valley San Joaquin Regional Rail Authority

Mariana Burch, City Manager

Paul Spence, Assistant City Manager

#001

Posted by **Jordan Reid** on **03/18/2026** at **5:57pm** [Comment ID: 19] - Link

Question

Agree: 0, Disagree: 0

I don't see any information about the significant changes made to the "Laughlin Road Focus Area" in this GP draft. Changing this High Density Residential (HDR1) and General Industrial (GI) next to an established low density residential neighborhood creates unintended impacts for current residents. Please follow up with me as I don't see any information on this significant land use change.

#002

Posted by **Erik** on **02/24/2026** at **1:30pm** [Comment ID: 18] - Link

Agree: 0, Disagree: 0

Why is this area high density res? Our neighborhood went to all the workshops and we were told that this would remain open space! But this map shows it in brown and it is the largest brown area on the map. This is unacceptable to just change land use with the input of all the home owners! The city lied!

#003

Posted by **Evren Yuncuoglu** on **02/21/2026** at **3:50pm** [Comment ID: 7] - Link

Suggestion

Agree: 0, Disagree: 0

Huge fan of this new designation, going to be very helpful and I'm so glad it no longer has the odd PD requirement that the General Plan Designation for these uses had previously.

#004

Posted by **Evren Yuncuoglu** on **02/21/2026** at **3:51pm** [Comment ID: 8] - Link

Suggestion

Agree: 0, Disagree: 0

Very exciting to see limited residential be allowed in these common commercial districts, this may provide an exciting opportunity for more housing in desirable commercial areas.

#005

Posted by **Evren Yuncuoglu** on **02/21/2026** at **3:52pm** [Comment ID: 9] - Link

Suggestion

Agree: 0, Disagree: 0

So glad to see ancillary uses of retail being explicitly mentioned in the Office district as its very commonly seen but has to often be added as an exception to the existing purely industrial designation.

#006

Posted by **Evren Yuncuoglu** on **02/21/2026** at **4:09pm** [Comment ID: 10] - Link

Suggestion

Agree: 0, Disagree: 0

I am so happy to see transit oriented development, density, and mobility being placed as important policies.

#007

Posted by **Evren Yuncuoglu** on **02/21/2026** at **4:10pm** [Comment ID: 11] - Link

Suggestion

Agree: 0, Disagree: 0

Yes! Missing middle and residential density are so vital to helping solve the housing crisis in the bay area. I sincerely hope that these policies are supported and implemented to the fullest so that we may sustainably grow Livermore for the future.

#008

Posted by **flutefreak** on **04/18/2026** at **1:28pm** [Comment ID: 21] - Link

Suggestion

Agree: 0, Disagree: 0

Having a safe way to bike or walk across 580 would be essential for the connection to the rest of livermore.

#009

Posted by **Evren Yuncuoglu** on **02/21/2026** at **4:16pm** [Comment ID: 12] - Link

Suggestion

Agree: 0, Disagree: 0

While I understand the need for open space preservation, I feel that expansion into the East of Greenville area would open up important economic opportunities for the industrial uses which may be displaced by the Midtown specific plan. I would hope that Livermore maintains its expansive industrial base and continues to be a valuable and thriving area for industrial uses. I am confident that any expansions into this area will be carefully considered and further expansion into the hills will be mitigated.

#010

Posted by **Evren Yuncuoglu** on **02/21/2026** at **4:20pm** [Comment ID: 13] - Link

Suggestion

Agree: 0, Disagree: 0

I am highly supportive of increasing the throughput of existing alternative modes of transport so that its efficient to travel without a car. I hope that more signal priority or possibly even bus lanes may be considered in high bus traffic corridors to help reduce VMT. Very excited to see such policies considered.

#011

Posted by **Evren Yuncuoglu** on **02/21/2026** at **4:24pm** [Comment ID: 14] - Link

Suggestion

Agree: 0, Disagree: 0

Very excited to see Valley Link be built, I hope that Livermore does whatever it can in its power to help support this project.

#012

Posted by **Evren Yuncuoglu** on **02/21/2026** at **4:27pm** [Comment ID: 15] - Link

Suggestion

Agree: 0, Disagree: 0

I hope to see the city supporting increased funding for Transit and helping prioritize lines in areas which are underserved by transit such as the 20X and 11 lines which have very limited frequency and cover important future development corridors such as the Midtown specific plan, First st corridor and Brisa neighborhood.

#013

Posted by **Evren Yuncuoglu** on **02/21/2026** at **4:29pm** [Comment ID: 16] - Link

Suggestion

Agree: 0, Disagree: 0

Very glad to see the reduction of Off-street parking mandates as we want to maximize the usage of the land we already have with denser and more effective uses.

#014

Posted by **Evren Yuncuoglu** on **02/21/2026** at **4:31pm** [Comment ID: 17] - Link

Suggestion

Agree: 0, Disagree: 0

While I am not a huge fan of these autonomous technologies, I can see the value of providing a "last mile" connection to underserved and low density areas. I would prefer funding be prioritized towards fixed-route transit and other multi-modal projects.

Imagine LIVERMORE 2045

¿Qué es importante para Livermore sobre los próximos 20 años?

La Ciudad de Livermore ha publicado el Borrador del Plan General 2045, el plan que define la visión de la comunidad sobre cómo se verá, se sentirá y cambiará nuestra ciudad durante los próximos 20 años. El Borrador del Plan General es precisamente eso: un borrador. Queremos conocer su opinión. ¿Qué tan bien refleja sus ideas? ¿Qué temas deberían ser una prioridad para la Ciudad? Puede consultar el Borrador del Plan General 2045 en: ImagineLivermore2045.org

¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
Apoyo los trabajos y negocios locales			✓
Exige una arquitectura de calidad			✓
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			✓
Hacer que la vivienda sea asequible			✓
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa) Mas eventos multiculturales Precios de bajo costo Recreational para todas Edades.			✓

Daisy,
me gustaria pongas esto en mis sugerencia o opiniones a serca lo que yo veo en los 36. AÑos que llevo en la ciuda de Livermore;
y me gustaria lo Tomaran en cuento.
ha aumentado los Negocios que tienen que ver con el alcohol y hay evidencias de acidentes provocados por esto.

2da opinión y muy importante.
Que halla mas Educación tanto en las escuelas, no solo para niños para adultos que caminan por las calles, sin Fijarse o cuidar su seguridad.
los conductores no son responzables al 100% de cuidar a alguien que no hace un alto y deje de estar en los calle

Todos Tenemos que asegurar nuestras vidas.

Refering to education regarding being on cellphone while driving or being on cell phone when walking
↓
More education on this matter for safety of all

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Mejorar la caminata y andar en bicicleta			
Promover los eventos artísticos, culturales y comunitarios			
Construyendo un sentido de comunidad			
Prevenir y responder a los efectos del cambio climático			
Otro (por favor describa)			

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Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa) ACHUDA-PARA JOVENES			✓

Imagine LIVERMORE 2045

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Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

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Otro (por favor describa)			

Imagine LIVERMORE 2045

¿Qué es importante para Livermore sobre los próximos 20 años?

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
Apoyo los trabajos y negocios locales			
Exige una arquitectura de calidad			
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			
Hacer que la vivienda sea asequible			
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			
Estar preparado para emergencias y seguridad			
Mejorar la caminata y andar en bicicleta			
Promover los eventos artísticos, culturales y comunitarios			
Construyendo un sentido de comunidad			
Prevenir y responder a los efectos del cambio climático			
Otro (por favor describa) ayuda Medica	accesible		

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
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Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad		✓	
Hacer que la vivienda sea asequible		✓	
Apoyar la agricultura, los espacios abiertos de calidad y la recreación		✓	
Estar preparado para emergencias y seguridad		✓	
Mejorar la caminata y andar en bicicleta		✓	
Promover los eventos artísticos, culturales y comunitarios		✓	
Construyendo un sentido de comunidad		✓	
Prevenir y responder a los efectos del cambio climático		✓	
Otro (por favor describa)			

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Hacer que la vivienda sea asequible			✓
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)	clases Educacionales para adultos mayores		

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Exige una arquitectura de calidad		+	
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad		+	
Hacer que la vivienda sea asequible			+
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			
Estar preparado para emergencias y seguridad			
Mejorar la caminata y andar en bicicleta		+	
Promover los eventos artísticos, culturales y comunitarios		+	
Construyendo un sentido de comunidad			+
Prevenir y responder a los efectos del cambio climático		+	
Otro (por favor describa)			+

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Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa) es muy importante para mi			✓

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Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			X
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Estar preparado para emergencias y seguridad			X
Mejorar la caminata y andar en bicicleta			X
Promover los eventos artísticos, culturales y comunitarios			X
Construyendo un sentido de comunidad			X
Prevenir y responder a los efectos del cambio climático			X
Otro (por favor describa)	Servicios para personas de la tercera edad que incorporen cultura y el lenguaje del español! → También más actividades / oportunidades para jóvenes durante el año – sin costo o bajo costo		No hay actividades en la comunidad / servicios para este grupo X

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Exige una arquitectura de calidad			✓
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			✓
Hacer que la vivienda sea asequible		✓	
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta		✓	
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático		✓	
Otro (por favor describa)			

Imagine LIVERMORE 2045

¿Qué es importante para Livermore en los próximos 20 años?

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Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta		✓	
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
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Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			✓
Hacer que la vivienda sea asequible		✓	
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta		✓	
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad		✓	
Prevenir y responder a los efectos del cambio climático		✓	
Otro (por favor describa)			

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Luz De La Cruz Martinez [redacted]

¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
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Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			✓
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Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
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Construyendo un sentido de comunidad			✓
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Otro (por favor describa)			

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Mejorar la caminata y andar en bicicleta			✓
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Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad		✓	
Prevenir y responder a los efectos del cambio climático			✓
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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
Apoyo los trabajos y negocios locales		X	
Exige una arquitectura de calidad			X
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			X
Hacer que la vivienda sea asequible			X
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			X
Estar preparado para emergencias y seguridad			X
Mejorar la caminata y andar en bicicleta	X		
Promover los eventos artísticos, culturales y comunitarios		X	
Construyendo un sentido de comunidad			X
Prevenir y responder a los efectos del cambio climático			X
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Construyendo un sentido de comunidad			✓✓
Prevenir y responder a los efectos del cambio climático			✓✓
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Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

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Mejorar la caminata y andar en bicicleta		✓	
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad		✓	
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

Imagine LIVERMORE 2045

¿Qué es importante para Livermore sobre los próximos 20 años?

ATTACHMENT 1

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy important
Apoyo los trabajos y negocios locales			★
Exige una arquitectura de calidad			★
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			★
Hacer que la vivienda sea asequible			★
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			★
Estar preparado para emergencias y seguridad			★
Mejorar la caminata y andar en bicicleta			★
Promover los eventos artísticos, culturales y comunitarios			★
Construyendo un sentido de comunidad			★
Prevenir y responder a los efectos del cambio climático			★
Otro (por favor describa)			

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy important
Apoyo los trabajos y negocios locales			X
Exige una arquitectura de calidad		X	
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			X
Hacer que la vivienda sea asequible			X
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			X
Estar preparado para emergencias y seguridad			X
Mejorar la caminata y andar en bicicleta			X
Promover los eventos artísticos, culturales y comunitarios			X
Construyendo un sentido de comunidad			X
Prevenir y responder a los efectos del cambio climático			X
Otro (por favor describa)			

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Apoyar la agricultura, los espacios abiertos de calidad y la recreación		✓	
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta		✓	
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa) Servicios para niños			✓

por - los color

Imagine LIVERMORE 2045

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Hacer que la vivienda sea asequible			✓
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

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Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad		✓	
Hacer que la vivienda sea asequible			
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta		✓	
Promover los eventos artísticos, culturales y comunitarios		✓	
Construyendo un sentido de comunidad		✓	✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)		✓	

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Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
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Otro (por favor describa)			

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Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa) Salud mental y ayuda legal Familiar			✓

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
Apoyo los trabajos y negocios locales			X
Exige una arquitectura de calidad		X	
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			X
Hacer que la vivienda sea asequible			X
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			X
Estar preparado para emergencias y seguridad			X
Mejorar la caminata y andar en bicicleta		X	
Promover los eventos artísticos, culturales y comunitarios			X
Construyendo un sentido de comunidad			X
Prevenir y responder a los efectos del cambio climático			X
Otro (por favor describa)			

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Exige una arquitectura de calidad			✓
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			✓
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Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

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Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios		✓	
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático		✓	
Otro (por favor describa)			

Imagine LIVERMORE 2045

¿Qué es importante para Livermore sobre los próximos 20 años?

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
Apoyo los trabajos y negocios locales			✓
Exige una arquitectura de calidad			✓
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			✓
Hacer que la vivienda sea asequible			✓
Apoyar la agricultura, los espacios abiertos de calidad y la recreación		✓	
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

Imagine LIVERMORE 2045

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
Apoyo los trabajos y negocios locales			X
Exige una arquitectura de calidad			X
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			X
Hacer que la vivienda sea asequible			X
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			X
Estar preparado para emergencias y seguridad			X
Mejorar la caminata y andar en bicicleta			X
Promover los eventos artísticos, culturales y comunitarios			X
Construyendo un sentido de comunidad			X
Prevenir y responder a los efectos del cambio climático			X
Otro (por favor describa)			

Imagine LIVERMORE 2045

¿Qué es importante para Livermore sobre los próximos 20 años?

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
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Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad		✓	
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Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad		✓	
Prevenir y responder a los efectos del cambio climático		✓	
Otro (por favor describa)	Programas para Familia		✓

Imagine LIVERMORE 2045

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Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

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Promover los eventos artísticos, culturales y comunitarios		✓	
Construyendo un sentido de comunidad		✓	
Prevenir y responder a los efectos del cambio climático		✓	
Otro (por favor describa)			

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Otro (por favor describa)			

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Otro (por favor describa)			

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Prevenir y responder a los efectos del cambio climático		✓	
Otro (por favor describa)			

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Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

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Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad		✓	
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)	mas	seguridad	

Imagine LIVERMORE 2045

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Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad		✓	✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

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Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			✓

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Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			✓
Hacer que la vivienda sea asequible			✓
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

ATTACHMENT 1

Imagine LIVERMORE 2045

¿Qué es importante para Livermore sobre los próximos 20 años?

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
Apoyo los trabajos y negocios locales			✓
Exige una arquitectura de calidad			✓
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			✓
Hacer que la vivienda sea asequible			✓
Apoyar la agricultura, los espacios abiertos de calidad y la recreación		R.B ✓	✓
Estar preparado para emergencias y seguridad		✓	
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad		✓	
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

Imagine LIVERMORE 2045

próximos 20 años?

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importan
Apoyo los trabajos y negocios locales			✓
Exige una arquitectura de calidad			✓
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			✓
Hacer que la vivienda sea asequible			✓
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Estar preparado para emergencias y seguridad			✓
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Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

Imagine LIVERMORE 2045

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importan
Apoyo los trabajos y negocios locales			✓
Exige una arquitectura de calidad			✓
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			✓
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Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			

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Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad		✓	
Hacer que la vivienda sea asequible			✓
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			✓
Estar preparado para emergencias y seguridad			✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad		✓	
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)	Parques Para Perros!		

Imagine LIVERMORE 2045

What is Important for Livermore over the next 20 Years?

The City of Livermore has published Draft General Plan 2045, the plan that lays out the community's vision for how our City will look, feel, and change over the next 20 years. The Draft General Plan is just that – a draft. We want to hear your input. How well does it reflect your ideas? What issues should be a top priority for the City?
You can review Draft General Plan 2045 at: ImagineLivermore2045.org

How important are these issues to you?	Not Important	Somewhat Important	Very Important
Supporting local jobs and businesses			✓
Requiring quality architecture		✓	
Ensuring access to City services and resources are equitably distributed throughout the community			✓
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe)			

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
Apoyo los trabajos y negocios locales			ℓ
Exige una arquitectura de calidad			ℓ
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			ℓ
Hacer que la vivienda sea asequible			ℓ
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			ℓ
Estar preparado para emergencias y seguridad			ℓ
Mejorar la caminata y andar en bicicleta			ℓ
Promover los eventos artísticos, culturales y comunitarios			ℓ
Construyendo un sentido de comunidad			ℓ
Prevenir y responder a los efectos del cambio climático			ℓ
Otro (por favor describa) - Programas para reincorporarse al mercado laboral enfocados en la actualización de habilidades técnicas. - Programas para ayudar a los padres con el cuidado infantil o preescolar temprano para niños pequeños	- Salu mental para todas las edades.		

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¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
Apoyo los trabajos y negocios locales			✓
Exige una arquitectura de calidad			✓
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			✓
Hacer que la vivienda sea asequible		✓	
Apoyar la agricultura, los espacios abiertos de calidad y la recreación		✓	
Estar preparado para emergencias y seguridad	✓		✓
Mejorar la caminata y andar en bicicleta			✓
Promover los eventos artísticos, culturales y comunitarios			✓
Construyendo un sentido de comunidad			✓
Prevenir y responder a los efectos del cambio climático			✓
Otro (por favor describa)			✓

Imagine LIVERMORE 2045

What is Important for Livermore in the next 20 Years?

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You can review Draft General Plan 2045 at: ImagineLivermore2045.org

How important are these issues to you?	Not Important	Somewhat Important	Very Important
Supporting local jobs and businesses			X
Requiring quality architecture		X	
Ensuring access to City services and resources are equitably distributed throughout the community		X	
Making housing affordable			X
Supporting agriculture, quality open space, and recreation		X	
Being prepared for emergencies and safety			X
Improving walking and bicycling			X
Promoting arts, culture, and community events			X
Building a sense of community			X
Preventing and responding to the effects of climate change			X
Other (please describe)			

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How important are these issues to you?	Not Important	Somewhat Important	Very Important
Supporting local jobs and businesses			✓
Requiring quality architecture		✓	
Ensuring access to City services and resources are equitably distributed throughout the community			✓
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling	✓	✓	
Promoting arts, culture, and community events		✓	
Building a sense of community			✓
Preventing and responding to the effects of climate change	✓		
Other (please describe)	✓		

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Requiring quality architecture			✓
Ensuring access to City services and resources are equitably distributed throughout the community		✓	
Making housing affordable		✓	
Supporting agriculture, quality open space, and recreation			
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events		✓	
Building a sense of community		✓	
Preventing and responding to the effects of climate change			✓
Other (please describe)			

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Supporting local jobs and businesses			✓
Requiring quality architecture		✓	
Ensuring access to City services and resources are equitably distributed throughout the community			✓
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation		✓	
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe)			

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Requiring quality architecture			✓
Ensuring access to City services and resources are equitably distributed throughout the community			
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe)			

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Supporting local jobs and businesses			✓
Requiring quality architecture			✓
Ensuring access to City services and resources are equitably distributed throughout the community			✓
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling		✓	
Promoting arts, culture, and community events		✗	✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe) TRANSPORT FACILITY			✓

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Supporting local jobs and businesses			✓
Requiring quality architecture		✓	
Ensuring access to City services and resources are equitably distributed throughout the community			✓
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events		✓	
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe) Improving street safety (potholes, visible lines)			✓

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Ensuring access to City services and resources are equitably distributed throughout the community			
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe)			✓

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Making housing affordable			X
Supporting agriculture, quality open space, and recreation			X
Being prepared for emergencies and safety			X
Improving walking and bicycling			X
Promoting arts, culture, and community events		X	
Building a sense of community		X	
Preventing and responding to the effects of climate change		X	
Other (please describe)			

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Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			
Other (please describe)			

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Making housing affordable			X
Supporting agriculture, quality open space, and recreation			X
Being prepared for emergencies and safety			X
Improving walking and bicycling			X
Promoting arts, culture, and community events			X
Building a sense of community		X	
Preventing and responding to the effects of climate change			X
Other (please describe)			

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Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community		✓	
Preventing and responding to the effects of climate change		✓	
Other (please describe)			

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Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community		✓	
Preventing and responding to the effects of climate change		✓	
Other (please describe)			

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Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling		✓	
Promoting arts, culture, and community events		✓	
Building a sense of community			✓
Preventing and responding to the effects of climate change		✓	
Other (please describe)			

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Supporting local jobs and businesses		✓	
Requiring quality architecture		✓	
Ensuring access to City services and resources are equitably distributed throughout the community		✓	
Making housing affordable		✓	
Supporting agriculture, quality open space, and recreation		✓	
Being prepared for emergencies and safety		✓	
Improving walking and bicycling		✓	
Promoting arts, culture, and community events		✓	
Building a sense of community		✓	
Preventing and responding to the effects of climate change		✓	
Other (please describe)			

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Supporting local jobs and businesses			X
Requiring quality architecture		X	
Ensuring access to City services and resources are equitably distributed throughout the community		X	
Making housing affordable			X
Supporting agriculture, quality open space, and recreation		X	
Being prepared for emergencies and safety			X
Improving walking and bicycling			X
Promoting arts, culture, and community events			X
Building a sense of community			X
Preventing and responding to the effects of climate change		X	
Other (please describe)			

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Supporting local jobs and businesses		X	✓
Requiring quality architecture		X	
Ensuring access to City services and resources are equitably distributed throughout the community			X
Making housing affordable			X
Supporting agriculture, quality open space, and recreation		X	
Being prepared for emergencies and safety			X
Improving walking and bicycling		X	
Promoting arts, culture, and community events		X	
Building a sense of community		X	
Preventing and responding to the effects of climate change		X	
Other (please describe)			

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Requiring quality architecture			✓
Ensuring access to City services and resources are equitably distributed throughout the community			✓
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe) Electricity Lower prices			✓

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Requiring quality architecture		✓	
Ensuring access to City services and resources are equitably distributed throughout the community			✓
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety		✓	
Improving walking and bicycling			✓
Promoting arts, culture, and community events		✓	
Building a sense of community		✓	
Preventing and responding to the effects of climate change			✓
Other (please describe)	—		

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Supporting local jobs and businesses			✓
Requiring quality architecture			✓
Ensuring access to City services and resources are equitably distributed throughout the community			✓
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Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe)			✓

Imagine LIVERMORE 2045

¿Qué es importante para Livermore sobre los próximos 20 años?

La Ciudad de Livermore ha publicado el Borrador del Plan General 2045, el plan que define la visión de la comunidad sobre cómo se verá, se sentirá y cambiará nuestra ciudad durante los próximos 20 años. El Borrador del Plan General es precisamente eso: un borrador. Queremos conocer su opinión. ¿Qué tan bien refleja sus ideas? ¿Qué temas deberían ser una prioridad para la Ciudad? Puede consultar el Borrador del Plan General 2045 en: ImagineLivermore2045.org

¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importante
Apoyo los trabajos y negocios locales			
Exige una arquitectura de calidad			
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			
Hacer que la vivienda sea asequible			
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			
Estar preparado para emergencias y seguridad			
Mejorar la caminata y andar en bicicleta			
Promover los eventos artísticos, culturales y comunitarios			
Construyendo un sentido de comunidad			
Prevenir y responder a los efectos del cambio climático			
Otro (por favor describa)			

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Supporting local jobs and businesses			✓
Requiring quality architecture			✓
Ensuring access to City services and resources are equitably distributed throughout the community			✓
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events	✓	✓	
Building a sense of community		✓	
Preventing and responding to the effects of climate change			✓
Other (please describe)			

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Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe)			

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How important are these issues to you?	Not Important	Somewhat Important	Very Important
Supporting local jobs and businesses			X
Requiring quality architecture			X
Ensuring access to City services and resources are equitably distributed throughout the community			X
Making housing affordable			
Supporting agriculture, quality open space, and recreation			X
Being prepared for emergencies and safety			X
Improving walking and bicycling		X	
Promoting arts, culture, and community events			X
Building a sense of community			X
Preventing and responding to the effects of climate change			X
Other (please describe)			

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Supporting local jobs and businesses			★
Requiring quality architecture			★
Ensuring access to City services and resources are equitably distributed throughout the community			★
Making housing affordable			★
Supporting agriculture, quality open space, and recreation			★
Being prepared for emergencies and safety			★
Improving walking and bicycling		★	
Promoting arts, culture, and community events		★	
Building a sense of community			★
Preventing and responding to the effects of climate change			★
Other (please describe)	in spring	More tennis courts town and all over Livermore.	

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Supporting local jobs and businesses			X
Requiring quality architecture			X
Ensuring access to City services and resources are equitably distributed throughout the community			X
Making housing affordable			X
Supporting agriculture, quality open space, and recreation			X
Being prepared for emergencies and safety			X
Improving walking and bicycling			X
Promoting arts, culture, and community events			X
Building a sense of community			X
Preventing and responding to the effects of climate change			X
Other (please describe)			

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Other (please describe)			

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How important are these issues to you?	Not Important	Somewhat Important	Very Important
Supporting local jobs and businesses			✓
Requiring quality architecture			✓
Ensuring access to City services and resources are equitably distributed throughout the community			✓
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe)			

Imagine LIVERMORE 2045

What is Important for Livermore over the next 20 Years?

The City of Livermore has published Draft General Plan 2045, the plan that lays out the community's vision for how our City will look, feel, and change over the next 20 years. The Draft General Plan is just that – a draft. We want to hear your input. How well does it reflect your ideas? What issues should be a top priority for the City?
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How important are these issues to you?	Not Important	Somewhat Important	Very Important
Supporting local jobs and businesses			✓
Requiring quality architecture			✓
Ensuring access to City services and resources are equitably distributed throughout the community			✓
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe) Balancing need for more and affordable housing against overbuilding.			✓

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Requiring quality architecture			✓
Ensuring access to City services and resources are equitably distributed throughout the community			✓
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe)			

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Requiring quality architecture		✓	
Ensuring access to City services and resources are equitably distributed throughout the community		✓	
Making housing affordable		✓	
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling		✓	
Promoting arts, culture, and community events		✓	
Building a sense of community			✓
Preventing and responding to the effects of climate change			✓
Other (please describe)			

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Supporting local jobs and businesses			X
Requiring quality architecture		X	
Ensuring access to City services and resources are equitably distributed throughout the community			X
Making housing affordable			X
Supporting agriculture, quality open space, and recreation			X
Being prepared for emergencies and safety			X
Improving walking and bicycling			X
Promoting arts, culture, and community events		X	
Building a sense of community			X
Preventing and responding to the effects of climate change		X	
Other (please describe)			

Imagine LIVERMORE 2045

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You can review Draft General Plan 2045 at: ImagineLivermore2045.org

How important are these issues to you?	Not Important	Somewhat Important	Very Important
Supporting local jobs and businesses		X	
Requiring quality architecture	X		
Ensuring access to City services and resources are equitably distributed throughout the community		X	
Making housing affordable			X
Supporting agriculture, quality open space, and recreation			X
Being prepared for emergencies and safety		X	
Improving walking and bicycling			X
Promoting arts, culture, and community events			X
Building a sense of community		X	
Preventing and responding to the effects of climate change		X	
Other (please describe)			

Imagine LIVERMORE 2045

What is Important for Livermore in the next 20 Years?

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You can review Draft General Plan 2045 at: ImagineLivermore2045.org

How important are these issues to you?	Not Important	Somewhat Important	Very Important
Supporting local jobs and businesses			✓
Requiring quality architecture		✓	
Ensuring access to City services and resources are equitably distributed throughout the community		✓	
Making housing affordable			✓
Supporting agriculture, quality open space, and recreation			✓
Being prepared for emergencies and safety			✓
Improving walking and bicycling			✓
Promoting arts, culture, and community events			✓
Building a sense of community			✓
Preventing and responding to the effects of climate change		✓	
Other (please describe)			

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Supporting local jobs and businesses		X	
Requiring quality architecture		X	
Ensuring access to City services and resources are equitably distributed throughout the community			X
Making housing affordable			X
Supporting agriculture, quality open space, and recreation			X
Being prepared for emergencies and safety			X
Improving walking and bicycling		X	
Promoting arts, culture, and community events		X	
Building a sense of community		X	
Preventing and responding to the effects of climate change		X	
Other (please describe)			

LIVERMORE 2045

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Supporting local jobs and businesses			X
Requiring quality architecture			X
Ensuring access to City services and resources are equitably distributed throughout the community			X
Making housing affordable			X
Supporting agriculture, quality open space, and recreation			X
Being prepared for emergencies and safety			X
Improving walking and bicycling			X
Promoting arts, culture, and community events			X
Building a sense of community			X
Preventing and responding to the effects of climate change			X
Other (please describe) Abiding by city codes - keeping neighborhoods well-kept: abandoned vehicles, trailers, basketball hoops, cars on sidewalks & lawns are			

LIVERMORE 2045

próximos 20 años?

La Ciudad de Livermore ha publicado el Borrador del Plan General 2045, el plan q define la visión de la comunidad sobre cómo se verá, se sentirá y cambiará nuestr ciudad durante los próximos 20 años. El Borrador del Plan General es precisamen eso: un borrador. Queremos conocer su opinión. ¿Qué tan bien refleja sus ideas? temas deberían ser una prioridad para la Ciudad? Puede consultar el Borrador del General 2045 en: ImagineLivermore2045.org

¿Qué importancia tienen estos temas para usted?	No importante	Algo importante	Muy importa
Apoyo los trabajos y negocios locales			
Exige una arquitectura de calidad			
Garantizar que el acceso a los servicios y recursos de la ciudad se distribuya de manera equitativa en toda la comunidad			
Hacer que la vivienda sea asequible			
Apoyar la agricultura, los espacios abiertos de calidad y la recreación			
Estar preparado para emergencias y seguridad			
Mejorar la caminata y andar en bicicleta			
Promover los eventos artísticos, culturales y comunitarios			
Construyendo un sentido de comunidad			
Prevenir y responder a los efectos del cambio climático			
Otro (por favor describa)			

being ignored despite filing complaints w/city.

Summary of GPAC Feedback on the Draft General Plan

At the April 1, 2026, General Plan Advisory Committee (GPAC) meeting, the project team gave an overview of Draft General Plan 2045 and collected GPAC feedback. The meeting concluded with the GPAC recommending adoption of General Plan 2045. Below is a summary of comments made by individual Committee members (not necessarily a consensus of the Committee) for Planning Commission and City Council for consideration.

During the April 1, 2026 meeting, individual GPAC members offered the following comments:

- The General Plan does not change the Urban Growth Boundary (UGB). It reflects the Council's direction to include criteria that would determine when a future study should be undertaken
- If East of Greenville is studied in the future, the focus should be on industrial and job generating development. GPAC did not recommend any changes to the current Draft General Plan wording regarding the East of Greenville area.
- Incorporate fast charging electric vehicle stations in shopping centers and destinations fronting the freeway - the language about this kind of technology is too specific in the General Plan because the technology is evolving.
- Include residential densities that the market can realistically support and support higher density housing (where feasible) to prevent sprawl and protect open space.
- Plan for a Midtown Specific Plan that is not dependent on future Valley Link transit service as it may never materialize.
- Protect the scenic views; consider future development in Midtown in the context of scenic views.
- This General Plan is very strong in addressing the economic sustainability of wine country. Continue to find more creative ways to protect and support agricultural uses, agritourism, open space, and downtown restaurants.
- General Plan should continue to focus on jobs/housing match and attracting well-paying jobs so people can afford to live in Livermore.

In addition, GPAC discussed possible amendments to the General Plan:

- The GPAC discussed whether the General Plan should be revised to mention artificial intelligence. While many members expressed that the City should continue to plan for artificial intelligence and how it will affect City operations in the future, the GPAC ultimately did not agree that it should be specifically mentioned in the General Plan.
-

Planning Commission Recommended Revisions to Draft General Plan 2045

The Planning Commission provided the following feedback for Council's consideration. Below each recommendation, staff has prepared edits (in underline and strikethrough) to policies and Draft General Plan text for Council's review.

Land Use Element

1. Floor Area Ratio (FAR) - Clarify FAR identified in the Land Use Element is the maximum allowed, not a build to amount. (Do not recommend any changes to the FAR numbers in the Draft General Plan).

2. Land Use Policy LU 18.1 – clarify East of Greenville policies do not require a mandatory study. None of the provisions obligate the City to conduct studies, and the City retains full discretion to determine if, when, and what areas to study.

Revised Policy: LU 18.1 **East of Greenville <u>Possible</u> Conditions for Further Study** Consider, and <u>at the City's sole discretion</u> evaluate, potential Urban Growth Boundary and land use changes in the East of Greenville Road area under the following conditions. (<u>Nothing in this policy requires the City to initiate or complete a study, or implement the findings of a study; the City retains full discretion to determine if, when, and where any analysis may occur).</u>

- Service and Infrastructure Challenges. If regular monitoring concludes that the City cannot maintain essential services or infrastructure due to operational or financial issues.

- Jobs-Housing Imbalance. If monitoring reveals a mismatch in land uses that prevents the City from:

  − Supporting new job-generating or high-revenue businesses, or

  − Meeting state housing targets (Regional Housing Needs Assessment) without redesignating other areas.

- Strategic Opportunities. If a unique opportunity arises to meet a strategic goal or deliver community benefits that cannot be achieved through existing plans or monitoring.

- Land Use Conflicts. If land outside the Urban Growth Boundary is being misused or poorly managed in ways that conflict with City goals or negatively impact:

  − Livermore wine country

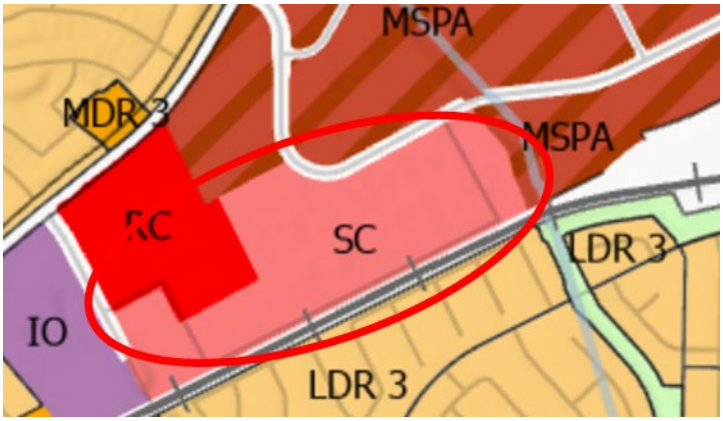
  − The National Laboratories

  − Nearby industrial or business parks

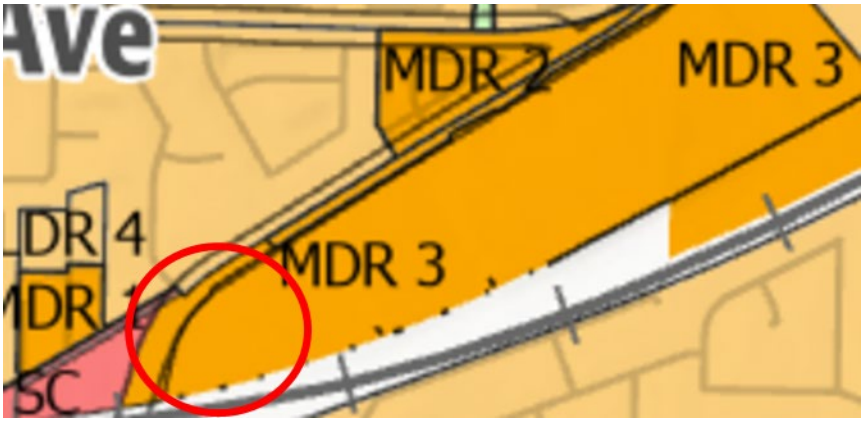
3. Doolan Canyon. Add a new Doolan Canyon Land Use Policy memorializing the coordination between the Cities of Dublin and Livermore to maintain open space separation and visual qualities similar to **Policy LU-2.7 South Livermore Open Space Buffer** Maintain the permanent open space buffer between the cities of Pleasanton and Livermore in the South Livermore Valley.

New Policy: **LU-2.8 Doolan Canyon Open Space Greenbelt.**
Maintain and protect Doolan Canyon's visual, environmental, ecological, and habitat values by establishing a permanent open space greenbelt between the natural Cottonwood Creek riparian corridor and the western City boundary. Continue coordination with the City of Dublin to support preservation, management, and any future planning efforts affecting the area.

4. Land Use Map Amendments



Las Positas/Contractors Place Area: Remove new Service Commercial (SC) designation and keep existing General Industrial (GI) designation to align with the current uses and facilities and reduce non-conformities.



First Street Transition Area (Southwestern corner): maintain as a dual Medium Density Residential 3 (MDR3)/Service Commercial (SC) designation.

Mobility Element

5. MO 5.7 – modify policy to add increase safety for all users while maintaining circulation.

Revised Policy: **Policy MO-5.7 Level of Service Improvements** Improve intersections that are allowed to exceed the City's established Level of Service, as established in the City's Transportation Impact Analysis Guidelines, to the extent feasible to improve design, minimize impacts, increase safety for all users and maintain efficient circulation~~. the community character.~~

6. MO 8.4 – modify to design bicycle parking to accommodate all bicycle types

Revised Policy: **Policy MO-8.4 Bicycle Parking** Require on- and off-street bicycle parking facilities near places of work, residential, commerce, education, recreation, and other destinations. Ensure safety and convenience of the bicycle parking to accommodate all bicycle types.

7. MO 11.4 – Level 3 Electric Vehicle Chargers – broaden language to be at higher level of abstraction.

Revised Policy: **Policy MO-11.4 ~~Level 3~~ Electric Vehicle Chargers** ~~Require all new and significantly remodeled gas stations to include a Level 3 electric vehicle charger at a minimum~~. Integrate EV charging stations into new and significantly remodeled commercial developments, and other strategic locations, to improve public accessibility and support expanded EV use.

Implementation Chapter

8. Data Collection – Add language based on Mobility Policy MO 11.5 regarding multimodal transportation and safety data to assist in decision making.

New Texted Added:

Monitoring Progress and Measuring Success

To ensure the General Plan remains a living, responsive document, the City will use a monitoring and tracking framework that includes Key Performance Indicators (KPIs). These indicators will help evaluate the effectiveness of policies and City actions over time and guide adjustments as needed. Monitoring will focus on:

- Housing Production and Affordability: Checking progress toward meeting Regional Housing Needs Allocation (RHNA) targets and providing housing across income levels.
- Jobs-Housing Balance and Match: Tracking the ratio of jobs to housing and the alignment between local wages and housing costs.

- Economic Vitality: Monitoring vacancy rates, business growth, and fiscal health indicators such as revenue generation and infrastructure maintenance costs.
- Infrastructure and Public Services: Ensuring that growth is matched by adequate capacity in transportation, utilities, parks, schools, and emergency services.
- Environmental Sustainability: Measuring greenhouse gas emissions, vehicle miles traveled, waste diversion, and renewable energy adoption.
- Multimodal Transportation and Safety: Tracking performance across all travel modes, including transit ridership, bicycle and pedestrian activity, roadway operations, and accessibility. Monitoring traffic safety data such as collision rates, severity, and locations for all users to support safer street design and implementation of Vision Zero–type strategies.
- Quality of Life: Evaluating access to neighborhood amenities, open space, cultural resources, and community services

9. Mobility Action – create new action to update Development Code (or similar document) to identify appropriate rack types that can accommodate variety of bicycle types and are deigned in a way to allow bike frame attachment and security.

New Action: MO-A-8.5: Bicycle Parking Standards. Update the Development Code (or Standard Details) to establish bicycle parking standards that require the use of rack types capable of accommodating a variety of bicycle styles and sizes, and that are designed to allow secure attachment of the bicycle frame.

Administrative Edits to the Draft General Plan

LU-4.3 ~~Flexible~~ Adaptive and Responsive Development Standards

Allow ~~flexibility~~ diversity of ~~in~~ use types, densities, and development standards within mixed-use districts to encourage innovation, adaptability to market conditions, and responsiveness to community needs.

LU-7.4 Interference with Agriculture

~~Prohibit~~ Discourage proposed projects adjacent to agricultural areas that would substantially interfere with existing agricultural production.

LU-17.1 Transitional Area Project Design

~~Require~~ Ensure future development ~~to~~ is designed ~~projects~~ in context with the surrounding land uses and facilitates a mix of housing types.

CI-15.3 Street Corridors

Identify, map, design, and implement major street corridors throughout the city. Each major street corridor ~~shall~~ should include high-quality urban design features like generously landscaped medians and backing lots, quality and consistent backing lot walls and fences, large shade tree species, separated sidewalks, and consistent and artistic public facilities like light poles, pedestrian benches, and litter bins.

Figure on 5-7 Graph showing the different travel modes of Livermore residents. Updated Figure. (Will be updated periodically as data is collected and minor adjustment made).

CS 3.3 Healthy Food Access

Remove ~~any~~ regulatory barriers that would discourage healthy food retailers from locating in areas with low access to healthy food. Work with transit providers to improve transit access to healthy food retailers.

S-2.4 Two Evacuation Routes

Require that new major residential and nonresidential developments have access to at least two points of ingress and egress in high severity zones.

S-6.3 New Construction on Faults

~~Prohibit~~ Avoid new structures proposed for human occupancy across the trace of any active or potentially active fault. The Greenville Fault and Las Positas Fault shall be assumed active, and the Livermore Fault shall be assumed potentially active, unless and until demonstrably shown otherwise by the U.S. Geological Survey (USGS) or the California Geological Survey (CGS) or similar credible authority.

S-6.5 Geotechnical Investigations for Critical Facilities

Require a site-specific geotechnical investigation for all new municipal and critical facilities in the city (schools, hospitals, fire stations, and police stations) so that these facilities are constructed in a manner that mitigates site-specific geotechnical challenges and minimizes the risk to the public from seismic hazards.

S-6.6 Utility Lines Across Faults

~~Require~~ Coordinate with utility line operators to ensure that major utility lines ~~be~~ are accessible for rapid repair, include safety features such as automatic shutoff valves, switches and expansion joints, and cross faults at right angles or as close to a right angle as physically feasible. Require utility line operators to provide additional equipment to ensure minimal adverse impact on adjacent and surrounding areas and to facilitate restoration of service in the event of fault displacement.

S-11.1 Residual Repositories

~~Prohibit~~ Residual repositories are not appropriate in city limits. This includes facilities used for the long-term storage or disposal of residual waste materials such as industrial byproducts, contaminated soils, or treated sludge.

Economic & Planning Systems, Inc.
The Economics of Land Use

OAKLAND
SACRAMENTO
LOS ANGELES
DENVER

Memorandum

To: City of Livermore and PlaceWorks, Inc.

From: Benjamin C. Sigman and Rosanna Ren, Economic & Planning Systems, Inc.

Subject: Livermore General Plan Update: Fiscal Impact Analysis of 2045 Buildout Scenarios; EPS #211020

Date: April 27, 2026

The City of Livermore retained Economic & Planning Systems (EPS) as part of a team led by PlaceWorks to provide economic, fiscal, and real estate analysis for the City's General Plan Update. At this point in the planning process, the team is evaluating General Plan buildout scenarios through 2045. This memorandum presents a Fiscal Impact Analysis (FIA) of higher and lower growth scenarios that may be achieved under the General Plan Update (GPU).

The primary goal of the FIA is to assess the impact of two buildout scenarios on the City's General Fund and long-term fiscal health. The buildout scenarios reflect an achievable range of low to high non-residential development and job growth in Livermore. The findings of the FIA identify estimated outcomes for General Fund including both revenue impacts and municipal service costs attributable to growth. Fiscal analysis may also help inform City revenue and service policies that improve fiscal sustainability:

- **Tax and fee rates:** The City may consider various goals or standards related to funding mechanisms and requirements to ensure fiscal sustainability, promote economic development, and other objectives.

- **Public service levels and standards:** The City may evaluate services provided by various departments and consider revised service standards or service levels.

This FIA compares the relative fiscal implications of General Plan buildout scenarios and land use types. The FIA is not for City budgeting purposes. The results are for planning and policy evaluation, not department-level staffing decisions or revenue forecasting. The FIA results (annual General Fund surpluses or deficits) are directional estimates based on current City operations. In actuality, the City will seek to have a balanced budget each year. Revenue shortfalls identified in a fiscal analysis may indicate the need to reduce service levels or obtain additional revenues. Revenue surpluses may indicate available

resources to reduce liabilities such as deferred maintenance, improve service levels, or build up cash reserves.

The scenarios evaluated by the FIA reflect market trends, historic development patterns, and site capacity within the city (i.e., not the theoretical maximum buildout of the GPU). Some growth will occur because of redevelopment (i.e., replacement of existing uses) and the FIA evaluates the overall net change in major land use categories. The analysis relies on GPU scenarios that would allow net new residential dwelling units and non-residential square footage in the City of Livermore.

The FIA isolates the effect of the GPU on the City's General Fund, the primary operating fund used for ongoing municipal operations like public safety, parks, public works, and administration. The FIA does not provide a comprehensive analysis of the City's fiscal sustainability. Existing deficiencies in City services, public facilities depreciation, and new infrastructure that may be required by new development are outside of this FIA. Additional financial planning may be required to identify funding and financing strategies for capital investment projects in Livermore.

The FIA is a "static" analysis that estimates an annual impact for each GPU scenario at buildout (i.e., timing of development is not evaluated). The analysis estimates fiscal impacts using existing revenue and cost factors, such as tax rates, service cost levels, State and federal policy, and other factors. The analysis does not account for property tax revenue deterioration that can occur over time due to Proposition 13 assessed value restrictions in California. Actual fiscal impacts will depend on a variety of factors that cannot be predicted with certainty, including future changes in the City or State budgeting practices, the efficiency of various City departments in providing services, and other factors. To the degree that these conditions change, the fiscal performance of new growth will differ from the estimates provided. All estimates are presented in 2026 dollars.

The following **Key Findings** identify important fiscal considerations related to the GPU scenarios. Results show fiscal impact for a single year after buildout of each scenario's growth program. The results represent new revenues and expenditures resulting from development (not a projected new General Fund budget with growth). Findings also address fiscal impacts from each major land use category, which reveal the directional effect of specific development types as well as general magnitudes of General Fund revenue and cost.

Key Findings

1. **The GPU growth scenarios generate positive ongoing annual General Fund impacts at full buildout, ranging from $6.2 million to $8.2 million per year.** The FIA estimates new revenues will exceed public service costs under current tax rates and existing service standards. **Table 1** presents a summary of General Fund revenues and costs attributable to low-growth and high-growth scenarios. The greatest revenue source is property tax, followed by property tax in lieu of vehicle license fees (VLF), and sales tax. Property tax generation reflects the relatively high value of new development. While new household and worker spending accounts for a quarter to a third of sales tax revenue, the majority of net new taxable sales comes from added retail space. Acknowledging that the magnitude of future retail development has important fiscal implications, sensitivity analyses show that even without any new retail net fiscal impacts remain positive. In the low and high growth scenarios Property taxes and sales taxes comprise about 85 percent of General Fund revenue. Public safety, including Police (53 percent of General Fund expenditures) and Fire (29 percent), require the greatest General Fund expenditures to serve new growth.

Table 1 Fiscal Impact Summary of General Plan 2045 Buildout Scenarios (2026$)

	GP 2045 - LOW	GP 2045 - HIGH
Estimated GF Revenues (net new)		
Property Tax	$9,881,000	$10,709,000
Property Tax in Lieu of VLF	$3,160,000	$3,424,000
Property Transfer Tax	$201,000	$215,000
Sales Tax	$1,657,000	$2,639,000
Licenses & Permits	$1,127,000	$1,172,000
Fines & Forfeitures	$60,000	$62,000
Franchise Fees	$1,070,000	$1,112,000
Business License	$436,000	$713,000
Total Revenues	**$17,592,000**	**$20,046,000**
Estimated GF Expenditures (net new)		
General Government	$133,000	$138,000
Police	$6,004,000	$6,242,000
Fire	$3,277,000	$3,407,000
Innovation and Economic Development	$123,000	$128,000
Library Services	$284,000	$284,000
Community Development	$595,000	$619,000
Public Works	$968,000	$1,006,000
Total Expenditures	**$11,384,000**	**$11,824,000**
Net New Fiscal Impact	**$6,208,000**	**$8,222,000**

Source: Economic & Planning Systems

2. **The FIA finds that non-residential uses, including commercial and office, generate the greatest positive fiscal impact for the General Fund, while affordable housing types may generate net fiscal costs.** Due to sales tax generation, retail uses are particularly strong fiscal performers, with a net impact that is about four times greater than office uses and nine times greater than industrial uses. Housing can be fiscally positive or negative, and the FIA finds that higher-value for-sale market rate housing likely generates a fiscal benefit for the General Fund. Below-market-rate housing types produce less property tax revenue per unit, and the FIA indicates these housing types are likely to create a modest fiscal cost for the General Fund. **Table 2** summarizes the net impact for each individual land use included in the analysis.

Table 2 Summary of Fiscal Impacts by Land Use

Land Use	Unit Basis	GF Revenues	GF Expenditures	Impact
Single Family - Market Rate	per unit	$2,996	$1,883	**$1,112**
Single Family - BMR	per unit	$1,564	$1,883	**-$319**
Multifamily - BMR Rental	per unit	$980	$1,353	**-$373**
Multifamily - BMR For Sale	per unit	$1,312	$1,342	**-$30**
Multifamily - Market Rate Rental	per unit	$1,635	$1,353	**$282**
Multifamily - Market Rate for Sale	per unit	$2,128	$1,342	**$786**
Commercial	per 1,000 sq.ft.	$6,281	$634	**$5,647**
Office	per 1,000 sq.ft.	$2,070	$634	**$1,436**
Industrial	per 1,000 sq.ft.	$981	$317	**$664**

*Numbers may not sum due to rounding.
Source: Economic & Planning Systems

General Plan 2045 Buildout Scenario Overview

The FIA General Plan Update buildout scenarios reflect development inside of the City of Livermore's municipal boundary, which may include infill, redevelopment, and/or greenfield development. While the GPU's Environmental Impact Report evaluates up to 5.7 million square feet of new development allowable by Draft General Plan 2045 in order to provide a "worst case" assessment of potential environmental impacts, the City recognizes that this theoretical maximum level of growth is unlikely to be achieved by 2045. The FIA considers a more moderate range of future growth outcomes based on historical development and recent trends.

The FIA growth scenarios incorporate a land inventory study that finds Livermore has roughly 130 to 210 acres of feasible development capacity for non-residential projects. Applying the city's historical floor-area ratio (FAR) of 0.28 suggests site capacity for around 1.6 million to 2.6 million square feet of new non-residential construction. This estimate does not account for additional potential for site reinvestment, reuse, tenant

turnover, or repurposing existing buildings, all of which will continue to contribute to long term fiscal health. **Table 3** presents a summary of the two buildout scenarios compared.

Table 3 Development Program Summary by Buildout Scenario

Description	Development Program - Net New GP 2045 - LOW	GP 2045 - HIGH
Non-Residential Uses (Sq. Ft.)		
Commercial	250,000	500,000
Office	227,057	364,000
Other	0	0
Subtotal Commercial Uses	**477,057**	**864,000**
Industrial Uses	**1,122,943**	**1,736,000**
Total Non-Residential Uses	**1,600,000**	**2,600,000**
Residential Uses (Units)[1]		
Single Family		
BMR Rental	0	0
BMR For Sale	173	173
Market Rate Rental	0	0
Market Rate For Sale	982	982
Multifamily		
BMR Rental	476	476
BMR For Sale	476	476
Market Rate Rental	2,697	2,697
Market Rate For Sale	2,697	2,697
Total Units	**7,500**	**7,500**

[1] Assumes 15% of total net new units reserved for below-market-rate housing per the City's Development Code Section 10.06.050 for General Plan Area. Assumes that single-family units will be designated for sale, and multifamily units will be allocated half for-sale and half for rental.

Sources: City of Livermore Development Code; PlaceWorks; Economic & Planning Systems, Inc.

The GPU buildout scenarios include:

- **"GP 2045 – LOW"** represents the lower end of non-residential growth, adding 1.6 million square feet of non-residential development.
- **"GP 2045 – HIGH"** represents the higher end of non-residential growth, adding 2.6 million square feet of non-residential development.

Both scenarios assume the same amount of residential growth of 7,500 net new units. The City's maximum potential growth is approximately 16,000 housing units over the next twenty years. The City expects actual growth to be substantially lower. The 7,500 net new units reflect the City's historical absorption rate of 46 percent.[1]

Methodology Overview

The FIA relies on a computational model that compares General Plan buildout alternatives effect on City costs and revenues. The analysis focuses primarily on the City's General Fund expenditure and revenue items that (1) represent a substantive component of the overall budget and (2) are likely to be affected by the General Plan policies and growth trends. The analysis relies on Livermore's Fiscal Year 2025-26 budget, the most recent budget adopted by the City. This budget reflects the municipal service "baseline" that informs service cost projections.

EPS uses several approaches to evaluate the General Fund costs and revenues based on the City's budget. **Table 4** and **Table 5** show the primary revenue and expenditure categories and their estimating methodologies. The following descriptions provide detail about the estimating approach and factors:

- **Service Population or Resident Equivalent:** "Service population" or "resident equivalent" data are used to determine per capita municipal cost factors, acknowledging that employees who work but do not live in the City do not require City services to the same degree residents do. **Table 6** shows the calculation of the City's current service population, which forms the basis of per-capita factors used to project service costs. The estimate of each buildout scenario's service population is shown in **Appendix Table 1-1 and Table 2-1**.

- **Average Revenues and Expenditures per Service Population:** The FIA uses estimates of average revenues or expenditures per capita (based on the City's current service population) to extrapolate fiscal impacts from each scenario's projected service population.

- **Fixed versus Variable Expenditures:** Most City departments operate with a degree of fixed overhead that does not increase as the City's service population grows (or contracts). In calculating the estimates of General Fund expenditures attributable to the GPU, EPS applies an assumed percent variable budget factor. See General Fund Expenditures Section for more detail on EPS methodology.

[1] In the prior 2003–2025 General Plan cycle, the City planned for approximately 11,800 housing units and produced approximately 5,400 during that period, reflecting an absorption rate of about 46 percent.

- **Other Estimates:** The analysis relies on Livermore-specific "Case study" approaches to calculate revenues that can be estimated using assumptions specific to the development anticipated within each scenario, including property tax and sales tax.

- **Not estimated:** The FIA does not estimate revenue categories that are not directly related to projected growth and development, one-time revenues, or generated on a cost-recovery basis.

Table 4 General Fund Revenue Budget FY 2025-2026 and Estimating Methodology

Item	FY 2025-26 Total	Factors Applied to Estimate Revenue
Property Taxes		
Property Tax - All Other	$51,999,796	16.2% of base property tax rate (1%)
Property Tax in Lieu of VLF	$12,143,966	See **Table 1-2** and **Table 2-3**.
Sales Tax	$41,086,606	1.0% of estimated taxable sales
Licenses & Permits	$7,252,799	$64.42 per service population
Fines & Forfeitures	$386,500	$3.43 per service population
Franchise Fees	$6,884,664	$61.15 per service population
Business License	$10,660,812	$199.69 per employee
Other Taxes		
Real Property Transfer Tax	$901,809	$0.55 per $1,000 in value
Transient Occupancy Tax	$4,166,478	- not estimated
Residential & Industrial Construction Taxes	$775,000	- not estimated
Other Taxes	$411,433	- not estimated
Intergovernmental	$4,328,164	- not estimated
Use of Money & Property	$8,488,168	- not estimated
Contribution - Outside Sources	$76,360	- not estimated
Charges for Current Services	$6,130,207	- not estimated
Misc. Revenue	$2,180,708	- not estimated
Transfers In	$480,400	- not estimated
Total Revenues	**$158,353,870**	

Sources: City of Livermore Budget Fiscal Year 2025/26; Economic & Planning Systems, Inc.

Table 5 General Fund Expenditure Budget FY 2025-2026 and Estimating Methodology

Item	FY 2025-26 Total	Factors Applied to Estimate Expenditures
City Council	$230,858	$0.10 per Service Population
City Manager	$4,866,242	$2.16 per Service Population
City Attorney	$2,836,845	$1.26 per Service Population
Administrative Services	$6,686,710	$2.97 per Service Population
Community Development	$20,698,719	$34.01 per Service Population
Fire	$29,540,677	$187.28 per Service Population
General Services	$3,646,504	$1.62 per Service Population
Innovation & Economic Development	$4,103,812	$7.05 per Service Population
Library Services	$8,056,553	$17.31 per Resident Population
Police	$53,114,421	$343.07 per Service Population
Public Works	$10,869,461	$55.32 per Service Population
Total Expenditures	**$144,650,802**	

Sources: City of Livermore Budget Fiscal Year 2025/26; Economic & Planning Systems, Inc.

Table 6 City of Livermore Citywide Service Population

Item	Amount	Sources
Population	85,899	DOF 2025
Jobs	53,386	LEHD OnTheMap 2023
Service Population[1]	112,592	DOF 2025 / LEHD 2023

[1] Service population is calculated by adding total residential population and half of total employment.

Sources: JobsEQ; State of California Department of Finance; Economic & Planning Systems, Inc.

Fiscal Impact Analysis

This section provides a detailed outline of the key General Fund revenues and expenditures estimated in this analysis. The analysis relies on case study approaches to calculate fiscal impacts for major General Fund revenues such as property tax and sales tax, while other revenues estimates rely on budget-based averages. Municipal costs are calculated based on the city's service population (residents and employees shown in **Table 6** above).

The results of the FIA are presented for a single year that represents the full buildout of each buildout scenario, including both revenues and expenditures that impact the City's General Fund. The analysis does not define a year that buildout will occur and assumes the full degree of growth specified by each FIA scenario. The results estimate net new revenue and municipal service expenditures from the net new development under each scenario (i.e., results are the fiscal change from current condition, not the City's aggregate fiscal revenue and cost including current conditions and growth).

General Fund Revenues

Estimating methods associated with fiscal revenues generated by net new land use development in Livermore are described below.

- **Property Tax:** The FIA estimates property tax by applying the base 1.0 percent property tax rate to the assessed value associated with each scenario. General Fund property tax revenue is then estimated based on the local tax apportionment factor, roughly 16 cents from each property tax dollar generated. **Appendix Table 1-2 and Table 2-2** show the calculation of the total assessed value for each scenario.

  As shown in **Appendix Table 1-3 and Table 2-3**, General Fund property tax revenue estimates range from **$9.9 million to $10.7 million**, with the following assumptions:

  - Residential single-family units have an average of three bedrooms based on recent U.S. Census Bureau data and market trends. Multifamily units typically have two bedrooms. Below market-rate unit values reflect maximum for-sale prices provided by the City's Affordable Housing For-Sale Prices and Rental Rates data. Market-rate for-sale unit values are based on recently constructed property transactions reported by Redfin. Assessed values for rental housing reflect rent levels for market rate units from CoStar and below-market-rate units from the City of Livermore, assuming typical operating costs and capitalization rates.

  - The FIA assumes that new commercial building values range from $300 to $950 per square foot based on current market trends.

- **Property Tax In-Lieu of Vehicle License Fees (VLF):** In 2004, the State of California adjusted the method for sharing VLF with local jurisdictions. The State replaced

traditional VLF with a property tax backfill, which grows proportionately with the assessed value of a city. The FIA estimates the City of Livermore's secured assessed value would increase by approximately 26 to 28 percent at full buildout and will generate a proportional increase in in-lieu VLF revenues. The estimated property tax in-lieu of VLF associated with the proposed project is a net increase ranging from **$3.2 to $3.4 million** as shown in **Appendix Table 1-3 and Table 2-3.**

- **Property Transfer Tax**: Property transfer tax revenues depend upon real estate sales activity. The City receives real property transfer tax for any transacted property at a rate of $0.55 per $1,000 in value. **Appendix Table 1-4 and Table 2-4** detail the estimated impacts of the General Plan Update on property transfer tax revenues. In general, EPS assumes that investment and commercial properties turnover every 20 years, while single-family ownership properties turn over every 10 years. Turnover assumptions reflect literature review and EPS professional judgment. General Fund property transfer tax revenue estimated from new development ranges from **$201,000 to $215,000** per year at full buildout.

- **Sales Tax:** General Plan Update buildout scenarios are expected to generate between **$1.7 to $2.6 million** in retail sales tax revenue accruing to the City from net new household retail spending, employee spending, and new retail space. The City receives 1.0 percent of taxable sales within its boundaries. **Appendix Table 1-5 and Table 2-5** provides additional calculation details.

    - Household retail spending as a percentage of income is based on data from the U.S. Bureau of Labor Statistics Consumer Expenditure Survey, which establishes retail spending patterns. Spending patterns reflect consumer behavior observed nationally for households within distinct income brackets. Assumed household income levels are estimated using an allocation of 30 to 35 percent of gross income toward housing. The FIA assumes 25 percent of household taxable sales are captured in the City of Livermore.

    - Employee spending estimates capture typical daytime spending for all job types. The analysis assumes that there are 48 work weeks per year with five workdays per work week, and that Livermore's retailers capture 50 percent of worker spending. The assumptions reflect the likelihood that new workspaces will need to be fully occupied by daytime populations (e.g., using hoteling models) to justify new developments.

    - Net new retail inventory is the most significant contributor to sales tax revenue projections. The FIA assumes an average gross taxable retail sales of $500 per square foot of net new retail, with 80 percent treated as net new after sales displacement from existing retailers (i.e., 20 percent of sales at a new retail result from competition). The FIA also assumes that 25 percent of new retail sales result from new residents and workers, which avoids double counting taxable sales attributed to those populations.

- **Other General Fund Revenues:** In addition to the revenues described above, other taxes and fees are generated by the GPU buildout scenarios, as detailed in **Appendix Table 1-6 and Table 2-6**. The FIA uses an average revenue approach derived from City budget documents to forecast new licenses & permits, fines & forfeitures, franchise fees, and business license revenues. Revenues from other taxes including transient occupancy tax and short-term rental taxes are not estimated (hotel uses are not detailed in the GPU scenarios). Furthermore, the FIA focuses on ongoing, annual General Fund impacts and does not estimate one-time taxes, such as the industrial construction tax and residential construction tax. The Other General Fund Revenues range from **$2.7 to $3.1 million** annually.

General Fund Expenditures

The FIA estimates the costs attributable to population and employment growth by characterizing how City expenses will change for each department. For some departments, population and employment growth in the City will not dramatically alter operations. For example, administrative functions in the City are not likely to scale up significantly to accommodate new projects. Alternatively, departments that provide services directly to residents and businesses, including public safety functions, likely will increase their operations and associated costs to accommodate new service population. **Appendix Table 1-7 and Table 2-7** present General Fund Expenditures estimates that range from **$11.4 to $11.9 million** per year.

A range of external factors may influence City budgeting responses to growth and cost effects in the future. Examples of factors that are beyond the control of the City and its departments that may act to magnify or reduce department costs over time include regional growth, technology, state and federal policies, and environmental factors. The FIA does not speculate about potential effects from such exogenous influences on the General Fund expense budget. The analysis focuses only on those factors attributable directly to the population growth, employment growth, and land use changes generated by the proposed buildout range.

The fiscal analysis model relies on a categorization of the likely budgetary response to population and employment growth for each department. The anticipated response to growth is expressed for fiscal modeling purposes in terms of “fixed expenses” and “variable expenses” within the department budget.

- The fixed expenses are the portion of a City department’s budget which is not affected by population and employment growth. Even a department which is anticipated to expand largely in step with the City’s service population would likely have some fixed cost. For example, in most cases each department has only one director’s position, which is a fixed expense for the department. While the department may increase staffing to accommodate growth, the department will not add another director.

- The variable expenses of a department are those that do increase with growth. As the City's populations expand, increased demand for services requires some departments to scale up their operations to meet new demand. The analysis identifies the portion of a department's budget that scales up as the variable share of the budget.

EPS uses a per-capita cost approach to estimate department costs attributable to new residents and workers based on the City's expenditure budget. To determine the new General Fund expenditures attributable to the proposed project, the per-capita factors are multiplied by the projected increase in service population or resident population of the project, as appropriate.

Fiscal Impacts by Land Use Category

To further detail fiscal impact findings, the FIA evaluates individual land uses in the GPU development scenario programs. This land use-specific analysis shows which land use categories drive positive or negative fiscal outcomes for the General Fund. **Table 7** presents a detailed summary of fiscal impact results by individual land use on a per unit or per 1,000 square feet basis. As shown, market-rate residential units and non-residential uses are likely to generate a positive fiscal impact. Retail uses generate the greatest positive impact, owing to the amount of sales tax revenue from new on-site sales and high property tax generation. Assessed values also drive positive fiscal estimates for market-rate residential products, including both single-family and multifamily condominiums.

Table 7 Annual Detailed General Fund Fiscal Impact by Land Use Category

General Fund Revenues and Expenditures	Single Family		Multifamily				Non-Residential		
	Market Rate	Below Market Rate	BMR Rental	BMR For Sale	Market Rental	Market For Sale	Commercial	Office	Industrial
	per unit						per 1,000 sq. ft.		
General Fund Revenues									
Property Tax	$1,870	$819	$484	$724	$955	$1,328	$1,542	$1,055	$487
Property Tax in-Lieu of VLF	$598	$262	$155	$232	$305	$425	$493	$337	$156
Property Transfer Tax	$63	$28	$8	$12	$16	$23	$26	$18	$8
Sales Tax	$91	$82	$59	$79	$84	$87	$3,692	$132	$66
Licenses and Permits	$186	$186	$134	$133	$134	$133	$64	$64	$32
Fines & Forfeitures	$10	$10	$7	$7	$7	$7	$3	$3	$2
Franchise Fees	$177	$177	$127	$126	$127	$126	$61	$61	$31
Business License	$0	$0	$7	$0	$7	$0	$399	$399	$200
Total Revenues	**$2,996**	**$1,564**	**$980**	**$1,312**	**$1,635**	**$2,128**	**$6,281**	**$2,070**	**$981**
General Fund Expenditures									
General Government[1]	$22	$22	$16	$16	$16	$16	$8	$8	$4
Police	$991	$991	$712	$707	$712	$707	$343	$343	$172
Fire	$541	$541	$389	$386	$389	$386	$187	$187	$94
Innovation and Economic Developm	$20	$20	$15	$15	$15	$15	$7	$7	$4
Library Services	$50	$50	$36	$36	$36	$36	$0	$0	$0
Community Development	$98	$98	$71	$70	$71	$70	$34	$34	$17
Public Works	$160	$160	$115	$114	$115	$114	$55	$55	$28
Total Expenditures	**$1,883**	**$1,883**	**$1,353**	**$1,342**	**$1,353**	**$1,342**	**$634**	**$634**	**$317**
Annual Net Impact on General Fund	**$1,112**	**-$319**	**-$373**	**-$30**	**$282**	**$786**	**$5,647**	**$1,436**	**$664**

*Numbers may not sum due to rounding.
[1] Includes City Council, City Manager, City Attorney, Administrative Services, and General Services.

Appendix Tables

List of Tables

Table 1-1 Development Program and Service Population (GP 2045 – LOW Scenario)..... 16

Table 1-2 Assessed Valuation Estimate (GP 2045 – LOW Scenario)..... 17

Table 1-3 Property Tax and Property Tax In Lieu of VLF Estimate (GP 2045 – LOW Scenario)..... 18

Table 1-4 Property Transfer Tax Estimate (GP 2045 – LOW Scenario)..... 19

Table 1-5 Sales Tax Estimate (GP 2045 – LOW Scenario) 20

Table 1-6 Fiscal Impact Estimating Factors and Estimates for Other General Fund Revenues (GP 2045 – LOW Scenario) 22

Table 1-7 General Fund Expenditures Budget Summary and Fiscal Impact Estimates (GP 2045 – LOW Scenario) 23

Table 2-1 Development Program and Service Population (GP 2045 – HIGH Scenario)..... 24

Table 2-2 Assessed Valuation Estimate (GP 2045 – HIGH Scenario)..... 25

Table 2-3 Property Tax and Property Tax In Lieu of VLF Estimate (GP 2045 – HIGH Scenario)..... 26

Table 2-4 Property Transfer Tax Estimate (GP 2045 – HIGH Scenario)..... 27

Table 2-5 Sales Tax Estimate (GP 2045 – HIGH Scenario)..... 28

Table 2-6 Fiscal Impact Estimating Factors and Estimates for Other General Fund Revenues (GP 2045 – HIGH Scenario)..... 29

Table 2-7 General Fund Expenditures Budget Summary and Fiscal Impact Estimates (GP 2045 – HIGH Scenario) 30

Tables for GP 2045 – LOW Scenarios

Table 1-1 Development Program and Service Population (GP 2045 – LOW Scenario)

Item	Development Program - Net New	Population[1]	Employment[2]	Service Population[3]
GP 2045 - LOW				
Non-Residential Uses[4]				
Commercial	250,000 SF		500	250
Office	227,057 SF		454	227
Other	0 SF		0	0
Subtotal Commercial Uses	**477,057 SF**		**954**	**477**
Subtotal Industrial Uses	1,122,943 SF		1,123	561
Total Non-Residential Uses	**1,600,000 SF**		**2,077**	**1,039**
Residential Uses[1]				
Single Family				
BMR Rental	0 DU	0	0	0
BMR For Sale	173 DU	501	0	501
Market Rate Rental	0 DU	0	0	0
Market Rate For Sale	982 DU	2,837	0	2,837
Multifamily				
BMR Rental	476 DU	980	16	988
BMR For Sale	476 DU	980	0	980
Market Rate Rental	2,697 DU	5,555	90	5,600
Market Rate For Sale	2,697 DU	5,555	0	5,555
Total Residential Uses	**7,500 DU**	16,408	106	16,461
Total		**16,408**	**2,183**	**17,500**

[1] Assumes an average household density is 2.89 residents per single-family household and 2.06 residents per multifamily household as calculated from U.S. Census ACS 5-Year estimates (2024)

[2] Worker density assumptions for commercial uses range from 333 square feet to 1,000 square feet per employee. Assumes worker density assumption of 30 units per employee based on typical multifamily projects.

[3] Daytime population is calculated by adding total residential population and half of total employment. It represents a measure of public service demand in which employees are given one-half the weight of residents because of more modest service demands.

[4] "Other" land uses include public facilities, health care facilities, and other tax-exempt land uses. The analysis conservatively assumes that these uses do not contribute to business tax revenues, licenses, franchise fees, or other similar revenue sources.

Sources: City of Livermore Development Code; U.S. Census Bureau; Economic & Planning Systems, Inc.

Table 1-2 Assessed Valuation Estimate (GP 2045 – LOW Scenario)

Land Use	Assumption / Factor	Net New Development Program (Sq.Ft. or DU)	Total Net Assessed Value at Buildout
GP 2045 - LOW			
Non-Residential[1]			
Commercial	$950 per Sq.Ft.	250,000	$237,500,000
Office	$650 per Sq.Ft.	227,057	$147,586,833
Total Commercial Assessed Value			**$385,086,833**
Industrial[1]	**$300 per Sq.Ft.**	**1,122,943**	**$336,883,000**
Residential			
Single Family[2]			
BMR For Sale	$504,718 Per Unit	173	$87,427,949
Market Rate For Sale	$1,152,683 Per Unit	982	$1,131,460,522
Multi-Family[3]			
BMR Rental	$298,133 Per Unit	476	$141,878,187
BMR For Sale	$446,169 Per Unit	476	$212,327,019
Market Rate Rental	$588,445 Per Unit	2,697	$1,586,863,466
Market Rate For Sale	$818,393 Per Unit	2,697	$2,206,963,727
Total Residential Assessed Value			**$5,366,920,869**
Total Assessed Value			**$6,088,890,702**

[1] Assessed values for nonresidential uses based on projects observed by EPS.
[2] BMR single family values are based on 3-bedroom maximum for-sale values provided by the City's Affordable Housing For-Sale Prices and Rental Rates (2025). Market rate values are based on recently constructed 3-bedroom single family transactions.
[3] Multifamily home values are based on 2-bedroom units with values for BMR units derived by maximum rental units provided by the City's Affordable Housing For-Sale Prices and Rental Limits (2025). Market rate values are based on a capitalized value of net operating income using recently constructed 2-bedroom multifamily market rents or rental limits in Livermore.

Source: City of Livermore Affordable For-Sale Prices and Rental Rates (2025); City of Livermore Allowances for Tenant-Furnished Utilities and Other Services; Redfin; CoStar.

Table 1-3 Property Tax and Property Tax In Lieu of VLF Estimate (GP 2045 – LOW Scenario)

Land Use	Assumption / Factor	Annual Total at Buildout
GP 2045 - LOW		
Property Tax		
Assessed Value Estimate		
Commercial		$385,086,833
Industrial		$336,883,000
Residential		$5,366,920,869
Total Assessed Value		**$6,088,890,702**
Property Tax	1.0% Base Property Tax Rate	$60,888,907
Livermore General Fund Revenue[1]	16.2% Allocation to Livermore General Fund	**$9,880,580**
Property Tax In Lieu of VLF		
Existing Citywide Property Tax in Lieu of VLF		$12,143,966
Citywide Assessed Value[2]		$23,402,827,613
Net Assessed Value Increase[3]		26.02%
Property Tax In Lieu of VLF Revenue[4]		**$3,159,588**

[1] Based on Tax Rate Area 16-071 in the City of Livermore.

[2] Based on Debt Service Budget from City Livermore Budget FY 2025-2027 Budget Book.

[3] Calculated by dividing the new assessed value by citywide assessed value.

[4] Calculated by multiplying existing property tax in lieu of VLF by net assessed value increase.

Sources: County of Alameda; City of Livermore Budget Fiscal Year 2025/26; Economic & Planning Systems, Inc.

Table 1-4 Property Transfer Tax Estimate (GP 2045 – LOW Scenario)

Land Use		Assumption / Factor	Annual Total at Buildout
GP 2045 - LOW			
Assessed Value			
Commercial			$385,086,833
Industrial			$336,883,000
Single Family Residential			$1,218,888,471
Multi-Family Residential			$4,148,032,398
Total			**$6,088,890,702**
Average Annual Turnover			
Commercial[1]		5.0%	$19,254,342
Industrial[1]		5.0%	$16,844,150
Residential			
Single Family[2]		10.0%	$121,888,847
Multi-Family[1]		5.0%	$207,401,620
Total			**$365,388,959**
Property Transfer Tax Revenue	$0.55	per $1,000 in value	**$200,964**

[1] EPS assumption based on long-term averages. A turnover rate of 5 percent suggests that commercial and investment properties trade approximately once every 20 years.
[2] A turnover rate of 10 percent suggests that single-family for sale properties trade every 10 years.
Sources: City of Livermore; Economic & Planning Systems, Inc.

Table 1-5 Sales Tax Estimate (GP 2045 – LOW Scenario)

Item	Estimated Household Income	Assumptions	Annual Total at Buildout
GP 2045 - LOW			
Households Retail Purchases in Livermore			
Estimated Annual Household Income and Per Household Retail Spending[1]			
Single Family			
BMR For Sale	$158,400	20.8% percent of income[2]	$32,918
Market Rate For Sale	$240,397	15.1% percent of income[2]	$36,308
Multi-Family			
BMR Rental	$92,250	24.6% percent of income[2]	$22,649
BMR For Sale	$142,575	22.1% percent of income[2]	$31,563
Market Rate Rental	$147,480	22.1% percent of income[2]	$32,649
Market Rate For Sale	$168,006	20.8% percent of income[2]	$34,914
Total Household Taxable Retail Spending			
Single Family			
BMR For Sale		173 Units	$5,702,131
Market Rate For Sale		982 Units	$35,639,057
Multi-Family			
BMR Rental		476 Units	$10,778,634
BMR For Sale		476 Units	$15,020,503
Market Rate Rental		2,697 Units	$88,044,432
Market Rate For Sale		2,697 Units	$94,153,665
Total			**$249,338,423**
Net New Retail Sales Captured in Livermore[3]		25% HH Retail Spending in City	**$62,334,606**
Project Employee Retail Purchases in Livermore			
Daily Worker Taxable Spending		$55 per work day	
Annual Worker Taxable Spending[4]		240 workdays / year	$13,182
		50%	$6,591
Number of Workers			2,183
Net New Office Worker Taxable Spending in Livermore			**$14,386,590**
On-Site Sales			
New Retail Space (Sq.Ft.)			250,000
Gross Taxable Retail Sales		$500 per square foot	$125,000,000
Sales Net of Redistributed Sales in City[5]		80% of total taxable sales	$100,000,000
Net New On-Site Taxable Sales[6]		89% of net taxable sales	**$89,012,559**
Net New Taxable Retail Sales			**$165,733,755**
Total Sales Tax Revenue		1.0% of taxable sales	**$1,657,338**

[1] Income estimate relies on typical mortgage financing and the assumption that housing costs represent 30-35 percent of gross household

[2] Based on Bureau of Labor Statistics Consumer Expenditure Survey (2024) for respective income groups.

[3] Assumes 25% of taxable retail spending by Livermore residents is captured by the retailers.

[4] Based on ICSC 2012 survey of office worker retail spending in Suburban Ample locations, adjusted to 2026 dollars.

[5] Assumes some sales shift from existing retailers in the city.

[6] Reflects net sales after 25% capture of new resident and worker sales accounted for above.

Sources: State Board of Equalization; U.S. Bureau of Labor Statistics; Economic & Planning Systems, Inc.

Table 1-6 Fiscal Impact Estimating Factors and Estimates for Other General Fund Revenues (GP 2045 – LOW Scenario)

Item	Allocation Factor[1]		Project Assumption[1]		Annual Total at Buildout
GP 2045 - LOW					
Licenses & Permits	$64.42	per service population	17,500	service pop.	$1,127,284
Fines & Forfeitures	$3.43	per service population	17,500	service pop.	$60,073
Franchise Fees	$61.15	per service population	17,500	service pop.	$1,070,066
Business License Tax	$199.69	per employee	2,183	employees	$435,889
Total					**$2,693,312**

[1] See **Table 4**.

[2] See **Table A-1**.

Sources: City of Livermore Budget Fiscal Year 2023/24; Economic & Planning Systems, Inc.

Table 1-7 General Fund Expenditures Budget Summary and Fiscal Impact Estimates (GP 2045 – LOW Scenario)

Item	City GF Expenses (FY2025-26)	Deductions[1]	Percent Variable[2]	Variable Expenses	Estimating Factors		Per Capita GF Expense	Project Service Pop. or Residents	Annual Total at Buildout
GP 2045 - LOW									
General Government[3]	$18,267,159	$1,190,789	5%	$853,819	112,592	Service Pop.	$7.58	17,500	$132,707
Police	$53,114,421	$4,831,339	80%	$38,626,466	112,592	Service Pop.	$343.07	17,500	$6,003,614
Fire	$29,540,677	$3,183,214	80%	$21,085,970	112,592	Service Pop.	$187.28	17,500	$3,277,339
Innovation and Economic Development	$4,103,812	$132,918	20%	$794,179	112,592	Service Pop.	$7.05	17,500	$123,437
Library Services	$8,056,553	$620,134	20%	$1,487,284	85,899	Residents	$17.31	16,408	$284,102
Community Development	$20,698,719	$1,552,490	20%	$3,829,246	112,592	Service Pop.	$34.01	17,500	$595,170
Public Works	$10,869,461	$489,115	60%	$6,228,207	112,592	Service Pop.	$55.32	17,500	$968,035
Total Expenditures	**$144,650,802**	**$12,000,000**							**$11,384,404**

[1] Deducts $12 million in unfunded pension liabilities that do not apply to future City staffing, based on each department's share of wages and benefits from the General Fund, per City staff review.

[2] Percentage of costs that are population-dependent, as opposed to fixed costs or costs recovered through fees or charges.

[3] Includes City Council, City Manager, City Attorney, Administrative Services, and General Services.

Sources: City of Livermore Budget Fiscal Year 2025/26; Economic & Planning Systems, Inc.

Tables for GP 2045 – HIGH Scenarios

Table 2-1 Development Program and Service Population (GP 2045 – HIGH Scenario)

Item	Development Program - Net New	Population[1]	Employment[2]	Service Population[3]
GP 2045 - HIGH				
Non-Residential Uses[4]				
Commercial	500,000 SF		1,000	500
Office	364,000 SF		728	364
Other	0 SF		0	0
Subtotal Commercial Uses	**864,000 SF**		**1,728**	**864**
Subtotal Industrial Uses	1,736,000 SF		1,736	868
Total Non-Residential Uses	**2,600,000 SF**		**3,464**	**1,732**
Residential Uses[1]				
Single Family				
BMR Rental	0 DU	0	0	0
BMR For Sale	173 DU	501	0	501
Market Rate Rental	0 DU	0	0	0
Market Rate For Sale	982 DU	2,837	0	2,837
Multifamily				
BMR Rental	476 DU	980	16	988
BMR For Sale	476 DU	980	0	980
Market Rate Rental	2,697 DU	5,555	90	5,600
Market Rate For Sale	2,697 DU	5,555	0	5,555
Total Residential Uses	**7,500 DU**	16,408	106	16,461
Total		**16,408**	**3,570**	**18,193**

[1] Assumes an average household density is 2.89 residents per single-family household and 2.06 residents per multifamily household as calculated from U.S. Census ACS 5-Year estimates (2024)

[2] Worker density assumptions for commercial uses range from 333 square feet to 1,000 square feet per employee. Assumes worker density assumption of 30 units per employee based on typical multifamily projects.

[3] Daytime population is calculated by adding total residential population and half of total employment. It represents a measure of public service demand in which employees are given one-half the weight of residents because of more modest service demands.

[4] "Other" land uses include public facilities, health care facilities, and other tax-exempt land uses. The analysis conservatively assumes that these uses do not contribute to business tax revenues, licenses, franchise fees, or other similar revenue sources.

Sources: City of Livermore Development Code; U.S. Census Bureau; Economic & Planning Systems, Inc.

Table 2-2 Assessed Valuation Estimate (GP 2045 – HIGH Scenario)

Land Use	Assumption / Factor	Net New Development Program (Sq.Ft. or DU)	Total Net Assessed Value at Buildout
GP 2045 - HIGH			
Non-Residential[1]			
Commercial	$950 per Sq.Ft.	500,000	$475,000,000
Office	$650 per Sq.Ft.	364,000	$236,600,000
Total Commercial Assessed Value			**$711,600,000**
Industrial[1]	**$300 per Sq.Ft.**	**1,736,000**	**$520,800,000**
Residential			
Single Family[2]			
BMR For Sale	$504,718 Per Unit	173	$87,427,949
Market Rate For Sale	$1,152,683 Per Unit	982	$1,131,460,522
Multi-Family[3]			
BMR Rental	$298,133 Per Unit	476	$141,878,187
BMR For Sale	$446,169 Per Unit	476	$212,327,019
Market Rate Rental	$588,445 Per Unit	2,697	$1,586,863,466
Market Rate For Sale	$818,393 Per Unit	2,697	$2,206,963,727
Total Residential Assessed Value			**$5,366,920,869**
Total Assessed Value			**$6,599,320,869**

[1] Assessed values for nonresidential uses based on projects observed by EPS.
[2] BMR single family values are based on 3-bedroom maximum for-sale values provided by the City's Affordable Housing For-Sale Prices and Rental Rates (2025). Market rate values are based on recently constructed 3-bedroom single family transactions.
[3] Multifamily home values are based on 2-bedroom units with values for BMR units derived by maximum rental units provided by the City's Affordable Housing For-Sale Prices and Rental Limits (2025). Market rate values are based on a capitalized value of net operating income using recently constructed 2-bedroom multifamily market rents or rental limits in Livermore.

Source: City of Livermore Affordable For-Sale Prices and Rental Rates (2025); City of Livermore Allowances for Tenant-Furnished Utilities and Other Services; Redfin; CoStar.

Table 2-3 Property Tax and Property Tax In Lieu of VLF Estimate (GP 2045 – HIGH Scenario)

Land Use	Assumption / Factor	Annual Total at Buildout
GP 2045 - HIGH		
Property Tax		
Assessed Value Estimate		
Commercial		$711,600,000
Industrial		$520,800,000
Residential		$5,366,920,869
Total Assessed Value		**$6,599,320,869**
Property Tax	1.0% Base Property Tax Rate	$65,993,209
Livermore General Fund Revenue[1]	16.2% Allocation to Livermore General Fund	**$10,708,866**
Property Tax In Lieu of VLF		
Existing Citywide Property Tax in Lieu of VLF		$12,143,966
Citywide Assessed Value[2]		$23,402,827,613
Net Assessed Value Increase[3]		28.20%
Property Tax In Lieu of VLF Revenue[4]		**$3,424,455**

[1] Based on Tax Rate Area 16-071 in the City of Livermore.

[2] Based on Debt Service Budget from City Livermore Budget FY 2025-2027 Budget Book.

[3] Calculated by dividing the new assessed value by citywide assessed value.

[4] Calculated by multiplying existing property tax in lieu of VLF by net assessed value increase.

Sources: County of Alameda; City of Livermore Budget Fiscal Year 2025/26; Economic & Planning Systems, Inc.

Table 2-4 Property Transfer Tax Estimate (GP 2045 – HIGH Scenario)

Land Use		Assumption / Factor	Annual Total at Buildout
GP 2045 - HIGH			
Assessed Value			
Commercial			$711,600,000
Industrial			$520,800,000
Single Family Residential			$1,218,888,471
Multi-Family Residential			$4,148,032,398
Total			**$6,599,320,869**
Average Annual Turnover			
Commercial[1]		5.0%	$35,580,000
Industrial[1]		5.0%	$26,040,000
Residential			
Single Family[2]		10.0%	$121,888,847
Multi-Family[1]		5.0%	$207,401,620
Total			**$390,910,467**
Property Transfer Tax Revenue	$0.55	per $1,000 in value	**$215,001**

[1] EPS assumption based on long-term averages. A turnover rate of 5 percent suggests that commercial and investment properties trade approximately once every 20 years.
[2] A turnover rate of 10 percent suggests that single-family for sale properties trade every 10 years.
Sources: City of Livermore; Economic & Planning Systems, Inc.

Table 2-5 Sales Tax Estimate (GP 2045 – HIGH Scenario)

Item	Estimated Household Income	Assumptions	Annual Total at Buildout
GP 2045 - HIGH			
Households Retail Purchases in Livermore			
Estimated Annual Household Income and Per Household Retail Spending[1]			
Single Family			
BMR For Sale	$158,400	20.8% percent of income[2]	$32,918
Market Rate For Sale	$240,397	15.1% percent of income[2]	$36,308
Multi-Family			
BMR Rental	$92,250	24.6% percent of income[2]	$22,649
BMR For Sale	$142,575	22.1% percent of income[2]	$31,563
Market Rate Rental	$147,480	22.1% percent of income[2]	$32,649
Market Rate For Sale	$168,006	20.8% percent of income[2]	$34,914
Total Household Taxable Retail Spending			
Single Family			
BMR For Sale		173 Units	$5,702,131
Market Rate For Sale		982 Units	$35,639,057
Multi-Family			
BMR Rental		476 Units	$10,778,634
BMR For Sale		476 Units	$15,020,503
Market Rate Rental		2,697 Units	$88,044,432
Market Rate For Sale		2,697 Units	$94,153,665
Total			**$249,338,423**
Net New Retail Sales Captured in Livermore[3]		25% HH Retail Spending in City	**$62,334,606**
Project Employee Retail Purchases in Livermore			
Daily Worker Taxable Spending		$55 per work day	
Annual Worker Taxable Spending[4]		240 workdays / year	$13,182
		50%	$6,591
Number of Workers			3,570
Net New Office Worker Taxable Spending in Livermore			**$23,527,732**
On-Site Sales			
New Retail Space (Sq.Ft.)			500,000
Gross Taxable Retail Sales		$500 per square foot	$250,000,000
Sales Net of Redistributed Sales in City[5]		80% of total taxable sales	$200,000,000
Net New On-Site Taxable Sales[6]		89% of net taxable sales	**$178,025,118**
Net New Taxable Retail Sales			**$263,887,457**
Total Sales Tax Revenue		1.0% of taxable sales	**$2,638,875**

[1] Income estimate relies on typical mortgage financing and the assumption that housing costs represent 30-35 percent of gross household

[2] Based on Bureau of Labor Statistics Consumer Expenditure Survey (2024) for respective income groups.

[3] Assumes 25% of taxable retail spending by Livermore residents is captured by the retailers.

[4] Based on ICSC 2012 survey of office worker retail spending in Suburban Ample locations, adjusted to 2026 dollars.

[5] Assumes some sales shift from existing retailers in the city.

[6] Reflects net sales after 25% capture of new resident and worker sales accounted for above.

Sources: State Board of Equalization; U.S. Bureau of Labor Statistics; Economic & Planning Systems, Inc.

Table 2-6 Fiscal Impact Estimating Factors and Estimates for Other General Fund Revenues (GP 2045 – HIGH Scenario)

Item	Allocation Factor[1]		Project Assumption[1]		Annual Total at Buildout
GP 2045 - HIGH					
Licenses & Permits	$64.42	per service population	18,193	service pop.	$1,171,955
Fines & Forfeitures	$3.43	per service population	18,193	service pop.	$62,453
Franchise Fees	$61.15	per service population	18,193	service pop.	$1,112,469
Business License Tax	$199.69	per employee	3,570	employees	$712,851
Total					**$3,059,728**

[1] See **Table 4**.

[2] See **Table A-1**.

Sources: City of Livermore Budget Fiscal Year 2023/24; Economic & Planning Systems, Inc.

Table 2-7 General Fund Expenditures Budget Summary and Fiscal Impact Estimates (GP 2045 – HIGH Scenario)

Item	City GF Expenses (FY2025-26)	Deductions[1]	Percent Variable[2]	Variable Expenses	Estimating Factors	Per Capita GF Expense	Project Service Pop. or Residents	Annual Total at Buildout
GP 2045 - HIGH								
General Government[3]	$18,267,159	$1,190,789	5%	$853,819	112,592 Service Pop.	$7.58	18,193	$137,966
Police	$53,114,421	$4,831,339	80%	$38,626,466	112,592 Service Pop.	$343.07	18,193	$6,241,519
Fire	$29,540,677	$3,183,214	80%	$21,085,970	112,592 Service Pop.	$187.28	18,193	$3,407,210
Innovation and Economic Development	$4,103,812	$132,918	20%	$794,179	112,592 Service Pop.	$7.05	18,193	$128,329
Library Services	$8,056,553	$620,134	20%	$1,487,284	85,899 Residents	$17.31	16,408	$284,102
Community Development	$20,698,719	$1,552,490	20%	$3,829,246	112,592 Service Pop.	$34.01	18,193	$618,755
Public Works	$10,869,461	$489,115	60%	$6,228,207	112,592 Service Pop.	$55.32	18,193	$1,006,395
Total Expenditures	**$144,650,802**	**$12,000,000**						**$11,824,275**

[1] Deducts $12 million in unfunded pension liabilities that do not apply to future City staffing, based on each department's share of wages and benefits from the General Fund, per City staff review.

[2] Percentage of costs that are population-dependent, as opposed to fixed costs or costs recovered through fees or charges.

[3] Includes City Council, City Manager, City Attorney, Administrative Services, and General Services.

Sources: City of Livermore Budget Fiscal Year 2025/26; Economic & Planning Systems, Inc.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.1**

DATE: May 11, 2026

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.

3.2	Commission for the Arts annual update presented by Chair Natalia Custodio. Material: PowerPoint Presentation
6.3	Resolution approving Final Parcel Map 11186 and authorizing execution of a Subdivision Improvement Agreement for the Livermore Village site located at the southeast corner of the intersection of South L Street and Railroad Avenue, and accepting on behalf of the public, all real property offered for dedication within Final Parcel Map 11186 except for certain easements which the City Council reserves the right to accept at a future date. Material: Additional attachments to staff report and Public Comment

6.3	Resolution approving Final Parcel Map 11186 and authorizing execution of a Subdivision Improvement Agreement for the Livermore Village site located at the southeast corner of the intersection of South L Street and Railroad Avenue, and accepting on behalf of the public, all real property offered for dedication within Final Parcel Map 11186 except for certain easements which the City Council reserves the right to accept at a future date. Material: Memorandum to correct decision types.
6.11	Resolution recommending the Livermore City Council declare Livermore a Vision Zero community and adopting a Vision Zero Action Plan with the clear goal of eliminating traffic fatalities and severe injuries on city streets. Material: Memorandum to correct decision types.
6.24	Resolution amending the City's Community Benefit Policy and appropriating $600,000 in Community Benefit funds. Material: Memorandum to correct decision types.
7.1	Hearing to consider a resolution approving the FY 2026-27 Annual Action Plan; authorizing submittal to the U.S. Department of Housing and Urban Development; and authorizing execution of associated documents. Material: PowerPoint Presentation
7.2	Hearing to consider a resolution authorizing Livermore Sanitation, Inc.'s requested rate adjustment for solid waste, recyclable materials, and compostable materials services, pursuant to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc., for Solid Waste, Recyclable Materials, and Compostable Materials Services and to amend Exhibit H to the Franchise Agreement to reflect the authorized increase of 1.65% to rates. Material: PowerPoint Presentation
8.1	Comprehensive General Plan Update - Draft General Plan 2045 Material: PowerPoint Presentation and Public Comment
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: Helena Graves
Acting City Clerk

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director


LIVERMORE
CALIFORNIA
2026 Commission for the Arts
Annual Update to the City Council
Presented by:
Chair Natalia T. Custodio
May 11, 2026
CITY OF
LIVERMORE

1


2026 Commission for the Arts
CITY OF LIVERMORE
From left to right: Natalia T. Custodio, Monya Lane, Tauheeda Babar, Robert Gausman, Laurence E. Milder, Thomasin Dewhurst, Raj Kowligi, Cathleen deOrnelas, Tracy Sahn
CITY OF
LIVERMORE

2

About the Commission for the Arts

The Commission for the Arts has the following duties and responsibilities:

- Encourage programs for the cultural enrichment of the city.
- Make annual recommendations to the City Council establishing art priorities for the City.
- Receive input from the community on issues relevant to arts policies.
- Develop and recommend to the Council a five-to-ten-year cultural arts plan for the city, including goals, implementation strategies and financing methods. The Commission shall review the plan every five years and update it as necessary.
- Review and approve public art or make recommendations regarding public art, in accordance with established procedures.
- Review and approve Public Art Fund grant applications.
- Support the goals and priorities adopted by the City Council.

CITY OF LIVERMORE

3

Accomplishments from the Last Year

- Reviewed and approved more than $5,000 in FY 25/26 Mini Grant funding
- Reviewed and recommended more than $80,000 in FY 25/26 Project & Program Grant funding
- The Commission assisted with the judging of the Livermore Art Association Spring Art Show and awarded seven $100 awards to winners
- The Commission again helped to judge the Library's Teen Art Expo
- Starting in 2026, the Commission expanded the High School Art Awards to include local juniors and seniors – in the first year, six juniors received awards of $500, and seven seniors receives awards of $1,200
  (The City Council will recognize these students at their June 8, 2026, meeting)







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4

Accomplishments from the Last Year (cont'd)

Successful Expansion of Grants and Awards Outreach







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5

Accomplishments from the Last Year (cont'd)

Organizations Supported Across the Community

FIL-AM ORGANIZATION

SPARC

SEASON 34

LIVERMORE VALLEY Opera

EBMS EAST BAY MUSICAL SOCIETY

BROADWAY CHORUS

LIVERMORE AMADOR SYMPHONY

SHRUTI ABHISHEK DANCE

LAS POSITAS COLLEGE

Livermore ART ASSOCIATION

EAST BAY HOLOCAUST EDUCATION CENTER

Pacific Chamber Orchestra
Lawrence Kohl, Music Director

CITY OF LIVERMORE

6

Looking Forward – Commission for the Arts 2026 Workplan Highlights

The Commission for the Arts approved workplan calls for specific focus in 2026 in several areas including:

- **Identify Public Spaces for New or Improved Art** – The Commission for the Arts will partner with City staff (with input from other stakeholders as appropriate) to recommend public places and spaces for artwork to be displayed.
- **Updating of Current Arts Policy and Procedure** – The Commission for the Arts will review and provide input/feedback on proposed changes to the Art in Public Places Policy Manual and Livermore Municipal Code.
- **Developer Initiated Art Project Review and Recommendations** – The Commission for the Arts will review and provide input/feedback on developer-initiated art proposals.
- ***Poet Laureate Application Review, Interview, and Recommendation (Completed)*** – The Commission for the Arts considered applications for the City's Poet Laureate role and recommended a candidate to the City Council for appointment. Appointment of the next Poet Laureate is tentatively scheduled for the City Council meeting on June 8, 2026.

CITY OF LIVERMORE

7

Thank You!

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8

LIVERMORE
CALIFORNIA

INTEROFFICE MEMORANDUM

Date: May 11, 2026

To: Honorable Mayor and City Council

From: Brent Smith, Community Development Director
Joel Waxdeck, City Engineer
Farnoush Levers, Assistant City Engineer
Jarrett Rasmussen, Acting Senior Civil Engineer

Subject: Item 6.3: Resolution approving Final Parcel Map 11186, authorizing execution of a Subdivision Improvement Agreement for the Livermore Village site located at the southeast corner of the intersection of South L Street and Railroad Avenue, and accepting on behalf of the public, all real property offered for dedication within Final Parcel Map 11186 except for certain easements which the City Council reserves the right to accept at a future date.

This memo is additional information to be attached to the Staff Report.

On May 24, 2022, the City Council adopted Resolution No. 2022-085 authorizing the execution of an Amended and Restated Disposition, Development and Loan Agreement (DDLA) with Eden Housing, Inc. for the development of the downtown multi-family housing site. That agreement amended the then existing agreement with Eden Housing, Inc. ("Eden Housing") for the affordable housing project that was first approved by the City Council on November 26, 2018, (Resolution No. 2018-197), and that was later amended by the City Council on May 25, 2021, (Resolution No. 2021- 073).

Section 4.9 of the Amended and Restated Disposition, Development and Loan Agreement (DDLA) includes the requirement for the City of Livermore to receive air rights at and above the elevation of 534 feet of Parcels 1 and 3 of the Vesting Tentative Map. Section 8.10 of the DDLA also states that Parcel 2 is to be dedicated back to the City upon the recordation of the Final Map and shall have air rights over Parcel 1 and 3. Furthermore, Exhibit C of the DDLA is the Schedule of Performance that specifically included the requirement that the developer to submit a Minor Amendment to the Tentative Map by June 1, 2022.

In accordance of the provision of the 2022 Amended and Restated Disposition, Development and Loan Agreement, a minor amendment to Vesting Tentative Parcel Map 11186 was approved on July 28, 2022 (SUBA22-001) to formally establish a maximum elevation of 534 feet for Parcels One and Three. This amendment was approved pursuant to Livermore Development Code (LDC) Section 10.02.120, which authorizes the Community Development Director to approve minor changes to an approved tentative map. All required findings under LDC Section 10.02.120(F) were made by the Director, and the associated Conditions of Approval, including Engineering Considerations. These updated Engineering Considerations were prepared and approved as part of the amendment and shall be attached to the Subdivision Improvement Agreement as revised Exhibit A. These actions demonstrate that the amendment is consistent with the LDC's procedural requirements for minor amendments to an approved tentative map.

Attachment A: Engineering Considerations
Attachment B: Amended VTPM 11186 (SUBA22-001)
Attachment C: Findings
Attachment D: DDLA Relevant Pages

DATE: July 18, 2022

ENGINEERING CONSIDERATIONS - EXHIBIT "A"

AMENDED VESTING TENTATIVE PARCEL MAP: 11186 (SUBA22-001)

LOCATION: Livermore Village Tract Map 8574, Lot 1

APPLICANT: Eden Housing

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. AMENDED VESTING TENTATIVE PARCEL MAP

Approval or conditional approval of this amended vesting tentative parcel 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.

A. The Engineering Considerations for this amended tentative parcel map shall comply with all of the provisions of the following approved entitlements & recorded documents unless otherwise noted in this amended tentative map and site plan design review modification conditions of approval:

- Vesting Tentative Parcel Map 11186 (SUB21-003) – Approved by City Council 5-25-2021
- Downtown Design Review (DDR20-019 – Approved by City Council 5-25-2021
- Amended and Restated Disposition and Development Agreement – Approved by City Council 5-25-2022

(Collectively the "Approved Entitlements")

3. GENERAL

A. This Entitlement is for the expressed purpose of adjusting the original parcels to comply with the Amended and Restated Disposition and Development Agreement approved by City Council on 5-25-2022

BGV: JW: MAP

CITY OF LIVERMORE
ENGINEERING CONSIDERATIONS

Date: April 2, 2021

LOCATION: **Livermore Village Tract Map 8574, Lot 1**
DEVELOPER: **Eden Housing**
PLANNING REFERRAL #: **DDR20-019, SUB21-003**

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

1. DEFINITIONS:

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

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

2. DOWNTOWN DESIGN REVIEW (DDR) APPROVAL

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

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

3. VESTING TENTATIVE PARCEL MAP

A. Prepare and submit the final parcel map and the other documents required in the City of Livermore "Plan Check and Procedures Manual" including plan review fees to the Engineering Division for final review and approval.

B. The developer shall file a vesting final parcel map on behalf of the City consisting of 3 parcels, one for the public park, and the other two to be sold to Eden Housing per the provisions of the DDLA between the City and Eden Housing.

4. SPECIFIC CONDITIONS:

The Developer shall comply with the following conditions:

A. The fire service and fire sprinklers shall be connected to the potable water system.

B. There is an existing pole on the Railroad Avenue frontage of this site that appears to be an anchor pole for existing overhead wiring along the north side of Railroad Avenue. The developer shall coordinate with PG&E and the City on the removal of this anchor pole. The Developer shall note this work on the approved site plans.

C. The Developer shall remove the two existing streetlight poles along their Railroad Avenue frontage and return them to the City. The Developer shall install new decorative streetlights along their entire Railroad Avenue frontage matching the existing lights along their L Street frontage. The maximum spacing between these lights shall be 160 feet. The developer shall provide streetlight plans as part of their final design building permit plans.

D. The proposed public park area shown on these entitlement plans are shown for reference only. The Park improvements will be entitled, designed, and constructed separately from this project as part of City Project 2021-21.

E. The Regional Water Quality Control Board is providing regulatory oversite for the investigation and remediation of the existing soil, groundwater, and soil vapor contamination on this site. Remediation and mitigation plans as part of City Capital Improvement Project 2021-18 shall be approved by the Board and in place prior to starting construction on this site. The developer shall coordinate with the City and the Board to implement all the required measures as part of the approved plans per the provisions of the DDLA.

F. The Developer shall remove the existing AC paved pathway along the southern frontage of this project and replace it with a new 10 foot wide decorative concrete pathway from L Street to the existing EVAE at the eastern boundary of this project sight. The developer shall remove and replace the existing ADA access ramp connecting to the existing EVAE. The Developer shall replace it with a new access ramp that conforms to the new 10 foot wide concrete pathway and finish grade of the new EVAE paving.

G. The Developer shall add the following statement to their Building Permit Plans and have a CASp Certified Engineer sign and date the statement:

"The design for the pedestrian connections from the public sidewalk to existing walkways within the project site, as shown on these plans, have been reviewed by the undersigned and found to comply 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, and the design exceptions as approved by the City Engineer or their designee. "Name xx, CASp xx"".

H. The developer shall remove existing temporary parking lighting and return to the City.

5. STORM WATER SITE 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".

B. Storm Drainage Requirements

1. There is an existing 12" Storm drain main along Railroad Avenue and a 12" storm drain lateral stubbed to the southwest portion of this project site that discharges into an existing 30" storm drain main along Veterans Way. The Developer shall design their on-site storm drain system to outfall to these locations. All proposed private on-site forced storm drain laterals shall discharge into a catch basin and or manhole then gravity flow into the City's storm drain system

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

For a 10-year design discharge: a hydraulic grade line (HGL) is no higher than 1.25 feet below the top of curb elevation at any manhole or inlet.

For a 100-year design discharge: a HGL does not exceed the top of curb elevation. (This is required for item 3 above.)

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

C. Stormwater Drainage Maintenance Funding

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

D. Stormwater Treatment, Detention and Trash Capture 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 required Stormwater Quality Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements indicated in Section C.3 of the City's NPDES Permit with the Regional Water Quality Control Board. Approval of this plan and calculations by the City is required prior to the approval of the building permit.

2. **This project is greater than one acre; however the new proposed impervious surface area for this project is less than the existing impervious surface conditions. Therefore this project, per C3 guidelines and requirements will not be required to provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines**.

3. Prior to building permit 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 more than one property owner a cleanout will be necessary at the property lines to allow the property owners to maintain their portion of the private stormwater treatment system. If the stormwater treatment device will be maintained by a Business Association then the cleanouts or manholes at each of the property lines may not be needed. The stormdrain treatment devices shall be shown on an exhibit and included in the Operations and Maintenance Agreement. The Operations and Maintenance Agreement shall be recorded prior to occupancy.

E. 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.

6. REQUIRED ON-SITE SOURCE CONTROL STORMWATER MEASURES:

The Regional Water Quality Control Board adopted Order R2-2015-0049 issuing the Alameda Countywide NPDES municipal storm water permit for the Alameda Countywide Clean Water

Program. The 17 member agencies, including Livermore, are subject to this permit and all its requirements including the following:

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

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

A. Structural Control Measures

1. Illegal Dumping to Storm Drain Inlets and Waterways

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

2. Interior Floor Drains

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

3. Parking Garages (Underground)

   All floor drains shall be connected to a sand/oil interceptor or equivalent water treatment device approved by the City's Water Resources Division prior to discharging to the sanitary sewer system.

4. Pesticide/Fertilizer Application and Irrigation

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

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

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

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

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

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

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

i. Select plants that are well adapted to soil conditions at the site.
ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.
iii. Provide irrigation appropriate to the water requirements of the selected plants.
iv. Select pest and disease resistant plants.
v. Plant a diversity of species to prevent a potential pest infestation from affecting the entire landscaping plan.
vi. Use “insectary” plants in the landscaping to attract and keep beneficial insects.

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

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

5. Refuse Areas

   a. New or redevelopment projects shall provide a roofed and enclosed area for dumpsters, recycling containers, compactors, and food waste containers. The area shall be designed to prevent water run-on to the area, to prevent runoff from the refuse area and to properly contain litter and trash. Dumpster leakage from covered food/trash compactor enclosures shall drain to the sanitary sewer via connection to an approved oil and grease interceptor device.
   b. Runoff from trash enclosures, recycling areas, and/or food compactor enclosures or similar facilities shall not discharge directly to the storm drain system. Trash enclosure areas shall be designed to avoid run-on to the trash enclosure area. In most cases, drains are not permitted within trash enclosure areas. A drain, however, must be provided for compactors. If a drain is required in or beneath dumpsters, compactors, and tallow bin areas, it shall be connected to a grease removal device prior to discharging to the sanitary sewer.

   c. The Developer shall construct a new concrete pad with curbing for the proposed trash pickup/staging area along the east side of the north building adjacent to the K Street/EVAE. The concrete pad shall be designed such that no trash or food waste will enter into the City's storm drain system

6. Outdoor Equipment/Materials Storage

   a. All outdoor equipment and materials storage areas shall be covered and/or bermed, or shall be designed with Best Management Practices (BMP) that effectively minimize the potential runoff and contact of storm water to pollutants.

   b. Storage areas containing non-hazardous liquids shall be covered by a roof and be contained by berms, dikes, liners, vaults or similar spill containment devices.

   c. All on-site hazardous materials and wastes, as defined and/or regulated by the California Public Health Code must be used, managed, and stored in compliance with the applicable Livermore Pleasanton Fire Department's requirements and regulations.

7. Fire Sprinkler Test Water

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

8. Miscellaneous Drain or Wash Water

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

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

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

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

9. Architectural Copper Installation

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

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

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

B. OPERATIONAL BMPS

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

1. Paved Sidewalks and Parking Lots

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

prevent entry into the storm drain system. Under no circumstances shall wash water containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Utilities and Common Areas

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

3. On-site Storm Drains

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

4. Architectural Copper Cleaning, Treating or Washing

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

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

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

7. STREETS:

A. The developer shall remove and replace all damaged sidewalk along Railroad Avenue and the L Street frontage and install new tree wells within sidewalk area as necessary to install new street trees per City Standard Detail L-3B or similar alternative detail approved by the City. The developer shall also modify the existing tree wells to match the new tree wells being installed.

B. The existing Wheels bus stop with shelter located along the Railroad Avenue frontage of this project just east of L Street shall remain where located.

C. The Developer shall install new curb, gutter and sidewalk along the eastern boundary of the project sight and shall grade and pave the existing 26 foot wide EVAE (K Street extension) from Railroad Avenue to Veterans Way to allow for emergency vehicles and trash collection vehicles to serve their development. Finish grading shall conform to the back of existing sidewalk behind the existing driveway approach at Railroad Avenue and the existing Veterans Way entry improvements. Drainage of the EVAE shall be the same as it is today.

D. The developer shall remove the existing driveway approach and sidewalk at the entry of the K Street/EVAE along Railroad Avenue and replace with a rolled curb and 10 foot wide sidewalk the full width of the existing driveway approach area. The rolled curb area shall be painted red for a fire lane. "Do Not Enter" signage shall be added at the entry facing Railroad Avenue to deter vehicles other than emergency vehicles from entering the EVAE. Card actuated retractable bollards shall be installed across the EVAE set back enough to allow a trash and or Emergency Vehicle to enter the EVAE and clear Railroad Avenue and on the south side of the existing pedestrian walkway near Veterans Way. Costs associated with the retractable bollards are per the provisions of the DDLA between the City and Eden Housing.

8. MEDIANS AND OTHER LANDSCAPED AREAS

Since the City has a new centralized irrigation system with a computer terminal and modem located at the City's Maintenance Service Center, the Developer shall install a City standard centralized irrigation controller system with communication accessories as approved by the City. The City may exempt this requirement based on the limited size of the landscape area.

See Section 4D above regarding future public park improvements.

9. SPECIAL DISTRICTS

A. Landscaping and Lighting Maintenance and Operation

This Development is within the existing Downtown Landscape Maintenance District and shall continue to be assessed in accordance with the District.

10. STANDARD CONDITIONS:

A. The Developer shall field verify the locations of all existing utility systems (water, sewer, drainage, electric, gas, etc.) that are necessary for this project.

B. The Developer shall extend necessary utilities to this site so that this project can be connected to them.

C. Submit plans of all existing and proposed public improvements, sanitary sewer and water services, and on-site storm drainage, for review and approval prior to building permit issuance.
D. Construct underground utility services (electric, phone, etc.) to the site. These services are typically from the utility mains that are located along a site's street frontage(s). The Developer shall note this work on the approved site plans.

E. Construct functional systems for on-site and off-site storm drainage, sanitary sewerage, and water.

I. Intercept and dispose of existing drainage upgrade from the site by an approved storm drainage system to avoid off-site ponding or the concentration of the natural run-off along the periphery of the site. Complete sufficient off-site investigation to insure that the plans clearly delineate existing conditions.

J. Install a cleanout behind the public sidewalk to provide for cleaning the laterals from the cleanout to the sewer main.

K. Install fire hydrants per Fire Marshal's recommendation.

J. A separate water meter(s) shall be provided for the irrigation of the landscaping.

K. Contact the California Water Service Company (the provider of water to this part of the City) at (925) 447-4900 regarding water service requirements, requests, or questions. Water service installations and removals shall be coordinated with both the California Water Service Company and the City's public works inspector. All water system designs, including water service laterals, shall be approved by Cal Water prior to building permit approval.

L. 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. The fire service(s) shall be located so that the fire service backflow preventer(s) can be screened without blocking sight distance at driveways and intersections.

M. Provide adequate sight distance at all driveways and intersections. Monument signs and landscaping at driveways shall be located so that they don't restrict the sight distance of exiting drivers. Landscaping and mounding in the sight distance area along the street shall be kept to a maximum height of 2.5 feet above the top of street curb. Tree branches in the area shall be trimmed to be a minimum of 8 feet above the top of the street curb.

N. All new driveways shall be installed per City Standard Detail ST-8

O. Utility cuts in the frontage street along this project will require a ***micro seal across the entire street frontage of Railroad Avenue and base repairs as needed followed by a micro seal across the entire street frontage of L Street*** *to water seal the street surface, to restore the ride quality of the street surface, and to restore the appearance of the street surface.*

P. Modify signing and striping as necessary.

Q. **Install a "Right Turn Only" standard sign on the site facing traffic exiting from the Railroad Avenue underground garage driveway**.

R. **Add a one-way sign in the median island opposite the Railroad Avenue underground garage driveway.**

S. **Install streetlights along Railroad Avenue. See Specific Condition Section 3C. Include a street light conduit plan in the plan set for proposed public improvements.**

T. Install a mailbox for each unit at a location and of a design approved by the Livermore Post Office and the City. The Developer shall submit a mailbox plan (locations and sizes) that has been approved by the Livermore Post Office with the first submittal of the improvement plans. The first submittal of the improvement plans shall show the mailboxes in the Livermore Post Office approved locations.

U. Show all necessary erosion control measures on the improvement plans. In addition, the following notes shall be included on the improvement plans:

> *1. Construction Operations - Dust shall be controlled. Wastewater generated during construction shall not be discharged to the storm drain system. This includes waste from painting, sawcutting, concrete work, etc. The contractor shall make arrangements to eliminate discharges to the storm drain system and, if necessary, provide an area for on-site washing activities during construction. Materials that could contaminate storm runoff shall be stored in areas that are designed to prevent exposure to rainfall and to not allow storm water to run onto the area.*
>
> *2. Pavement Cleaning - Flushing of streets/parking lots to remove dirt and construction debris is prohibited unless proper sediment controls are used. Preferably, areas requiring cleaning should be swept.*

V. Prepare all public improvement plans in conformance with the latest edition of the following City of Livermore documents:

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

W. Submit for approval a cost estimate for the public improvements.

X. Submit a certificate of insurance in the form and with the coverages required by the City.

Y. Obtain an Encroachment Permit from the City's Permit Center at (925) 960-4440, prior to starting any public improvements. Construct all public improvements per City standard details and specifications.

Z. Replace any broken or displaced curbs, gutters, sidewalks and driveways. The Engineering Division at (925) 960-4500 will mark the location of these defective facilities upon request by the Developer.

AA. Complete all public improvements prior to occupancy, except that the Developer may formally request to defer items that are not related to public safety. Any request to receive occupancy prior to the completion of all public improvements shall be submitted in writing to the City Engineer and shall include the reasons that justify the request, and the number of weeks after occupancy that are needed to complete the improvements. If the request is approved by the City Engineer, the Developer may submit a cash bond in the amount of 200% of the cost of the deferred improvements with a letter that states that if the Developer has not completed the improvements by the date established by the City Engineer, the Developer will forfeit the entire cash bond to the City. The Developer's letter shall also state that the Developer understands that the City will use the forfeited funds to complete the improvements, and that the Developer also understands that the City will retain any unspent portion of the funds for administrative expenses.

BB. Submit descriptions, plats and deed documents for all necessary right-of-way and easement dedications for review and approval. The City will only accept right-of-way and easement dedications after the improvements required over said dedications have been completed by the Developer and approved by the City. The Developer shall not receive approval for occupancy until required dedications have been accepted.

11. DEVELOPMENT FEES:

A. Pay current development fee rates as adopted by the City Council. (They may be adjusted from time to time to reflect the cost of providing a facility.) The fees shall be those that are in effect on the date the City receives a complete application for a building permit. The City's "Development Fees" information sheet has the following fees that apply to this project:

City Storm Drainage (none required if Pre-project impervious surface is greater that post project impervious surface)
County Storm Drainage (none required if Pre-project impervious surface is greater that post project impervious surface)
Sanitary Sewer Connection
Encroachment Permit
Inspection for Public Improvements
Building Permit

Park Facilities Fee
City Water Connection (N/A in California Water Service Company Area)
Alameda County Water Connection, Zone 7
Tax on Construction **(Exempt based upon Housing Agreement)**
In-Lieu Low Income Housing Fee **(Exempt based upon Housing Agreement)**
Traffic Impact Fee
Improvement Plan Check Fee
Tri-Valley Transportation **(Exempt per Ordinance)**
Art in Public Places
General Plan Cost Recovery
Social and Human Services **(Exempt based upon Housing Agreement)**
School Impact Fees (contact the Livermore School District at (925) 606-3200.)

B. **There are existing fee credits for this site based upon the previous existing retail development. Credits will be proportionally split between all of the proposed projects indicated on the approved downtown plan based upon the size of their sites.**

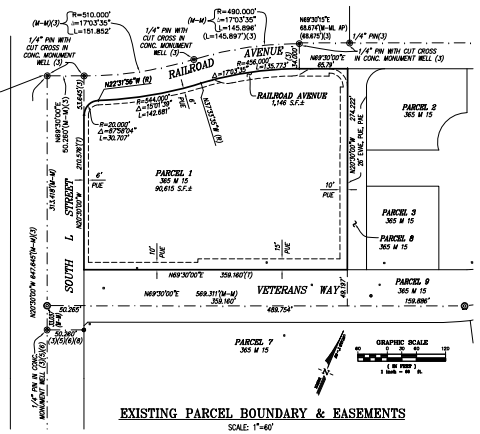
12. INFORMATION FOR THE DEVELOPER:

There are City Municipal Code requirements regarding the quality of water that is discharged to the sanitary sewer and the storm drainage systems. The Developer should contact the City's Water Resources Division at (925) 960-8100.

BGV:JW:PGL:MAP

S:\Section Folders\Development Section\Planning

ATTACHMENT B



EXISTING PARCEL BOUNDARY & EASEMENTS

SCALE: 1"=60'

EXISTING EASEMENT NOTES

THE EXISTING EASEMENTS AND DEDICATIONS WITHIN THE EXTERIOR BOUNDARY OF THE SUBJECT PROPERTY AS SHOWN AND DEDICATED ON TRACT MAP 8574 (365 M 15), WHICH INCLUDE THE PUBLIC UTILITY EASEMENT (PUE) AND THE EXISTING RAILROAD AVENUE DEDICATION, SHALL BE ABANDONED AND VACATED WITH THE RECORDING OF THIS PARCEL MAP, IN CONFORMANCE WITH SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT.

Approved
Final Plans
Date 7/28/2022
Permit No. SUBA22-001

LEGEND

	BOUNDARY OF SUBJECT PROPERTY
	PROPOSED LOT LINE
	RIGHT OF WAY LINE
	MONUMENT LINE
	PRIVATE SANITARY SEWER EASEMENT LINE (SSE)
	PRIVATE STORM DRAIN EASEMENT (SDE-1)
	PRIVATE STORM DRAIN EASEMENT (SDE-2)
	PUBLIC UTILITY EASEMENT (PUE)
	ADJOINER LOT LINE
◉	FOUND STANDARD CITY MONUMENT AS NOTED
(T)	TOTAL
(M-CL)	MONUMENT TO CENTERLINE
(CL-CL)	CENTERLINE TO CENTERLINE
(ML-ML)	MONUMENT LINE TO MONUMENT LINE
PTR	PRELIMINARY TITLE REPORT
R.3W.	RANCH 3 WEST
DOC. NO.	DOCUMENT NUMBER
S.F.	SQUARE FEET
±	MORE OR LESS
(R)	REFERENCE
R/W	RIGHT OF WAY
(137.50')	RECORD DATA
APN	ASSESSOR'S PARCEL NUMBER
LE	LOWER ELEVATION
UE	UPPER ELEVATION



VICINITY MAP

NO SCALE

GENERAL NOTES

1. OWNER/DEVELOPER: CITY OF LIVERMORE, 1052 S. LIVERMORE AVENUE, LIVERMORE, CA 94550, (925) 960-4599, MICHAEL PATO
2. ENGINEER: LUK AND ASSOCIATES, 738 ALFRED NOBEL DRIVE, HERCULES, CA 94547, JACKIE LUK PLS 8934, (510) 724-3388
3. ASSESSOR'S PARCEL NO.: 098-0289-012-6, 098-0289-022, 098-0289-023
4. TOTAL LOT AREA: 2.11 ACRES (91,761 S.F.), INCLUDING PARCEL 1 (365 M 15) = 90,615 S.F. AND RAILROAD AVENUE DEDICATION TO BE VACATED = 1,146 S.F.
5. LAND USE: EXISTING: VACANT LOT, PROPOSED: RESIDENTIAL

VESTING TENTATIVE PARCEL MAP #11186

3-LOT SUBDIVISION

RAILROAD & L STREET

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON TRACT MAP 8574, FILED DECEMBER 23, 2020 IN BOOK 365 OF MAPS, PAGES 15-19, RECORDER'S SERIES NO. 2020-361571, ALAMEDA COUNTY RECORDS

CITY OF LIVERMORE, ALAMEDA COUNTY

STATE OF CALIFORNIA

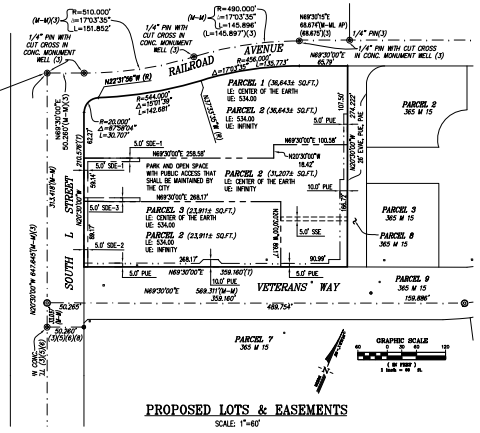
PREPARED BY
LUK & ASSOCIATES
CIVIL ENGINEERS – LAND PLANNERS – LAND SURVEYORS
738 ALFRED NOBEL DRIVE
HERCULES, CALIFORNIA 94547
(510) 724-3388

NOTES

1. THE UTILITIES SHOWN HEREON ARE BY SURFACE OBSERVATION AND RECORD INFORMATION ONLY AND NO WARRANTY IS GIVEN HEREIN AS TO THEIR EXACT LOCATION. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR CONTRACTOR TO VERIFY THE EXACT LOCATION OF THE UTILITIES WITH THE APPROPRIATE UTILITY COMPANY OR AGENCY.
2. UTILITY JURISDICTIONS / PROVIDERS ARE AS FOLLOWS:
   STORM DRAINS: CITY OF LIVERMORE
   SANITARY SEWER: CITY OF LIVERMORE
   WATER: CALIFORNIA WATER SERVICE COMPANY
   ELECTRICITY: PACIFIC GAS & ELECTRIC CO.
   NATURAL GAS: PACIFIC GAS & ELECTRIC CO.
   TELEPHONE: AT&T

BASIS OF BEARINGS

THE MONUMENT LINE OF SOUTH L STREET BETWEEN FOUND MONUMENTS AT ITS INTERSECTION WITH FIRST STREET AND RAILROAD AVENUE, TAKEN AS NORTH 20°30'00" WEST PER PARCEL MAP 9926 (315 M 41).



PROPOSED LOTS & EASEMENTS

SCALE: 1"=60'

PROPOSED EASEMENT NOTES

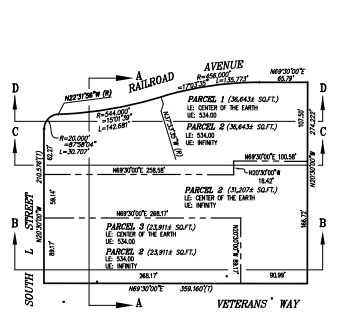
THE FOLLOWING EASEMENTS ARE PROPOSED ON THE SUBJECT PROPERTY:

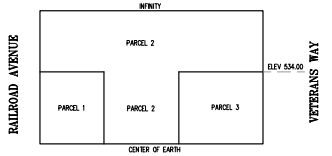
1. 5.0' WIDE PRIVATE SANITARY SEWER EASEMENT (SSE) ACROSS PARCEL 2 FOR THE BENEFIT OF PARCEL 3.
2. 5.0' WIDE PRIVATE STORM DRAIN EASEMENT (SDE-1) ACROSS PARCEL 2 FOR THE BENEFIT OF PARCEL 1.
3. 5.0' WIDE PRIVATE STORM DRAIN EASEMENT (SDE-2) ACROSS PARCEL 3 FOR THE BENEFIT OF PARCELS 1 AND 2.
4. 5.0' WIDE PRIVATE STORM DRAIN EASEMENT (SDE-3) ACROSS PARCEL 2 FOR THE BENEFIT OF PARCEL 3.
5. PUBLIC UTILITY EASEMENT OF VARYING WIDTH (BETWEEN 5.0' AND 10.0' WIDE) ALONG THE SOUTH AND EAST PROPERTY LINES, FOR PUBLIC PURPOSES.
6. PARCEL 2 SHALL BE DESIGNATED AS A PARK AND OPEN SPACE WITH PUBLIC ACCESS THAT SHALL BE MAINTAINED BY THE CITY.

BASIS OF ELEVATION

STEEL PIN IN MONUMENT WELL AT THE SOUTHERLY EDGE OF THE INTERSECTION OF RAILROAD AVENUE AND NORTH L STREET IN LIVERMORE.

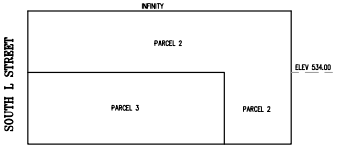
ELEVATION = 480.087 FEET (CITY OF LIVERMORE 2K DATUM)





SECTION A

NOT TO SCALE



SECTION B

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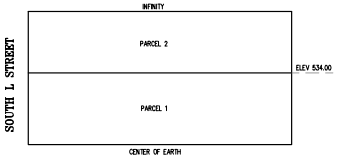

SECTION D

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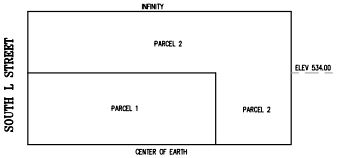

SECTION C

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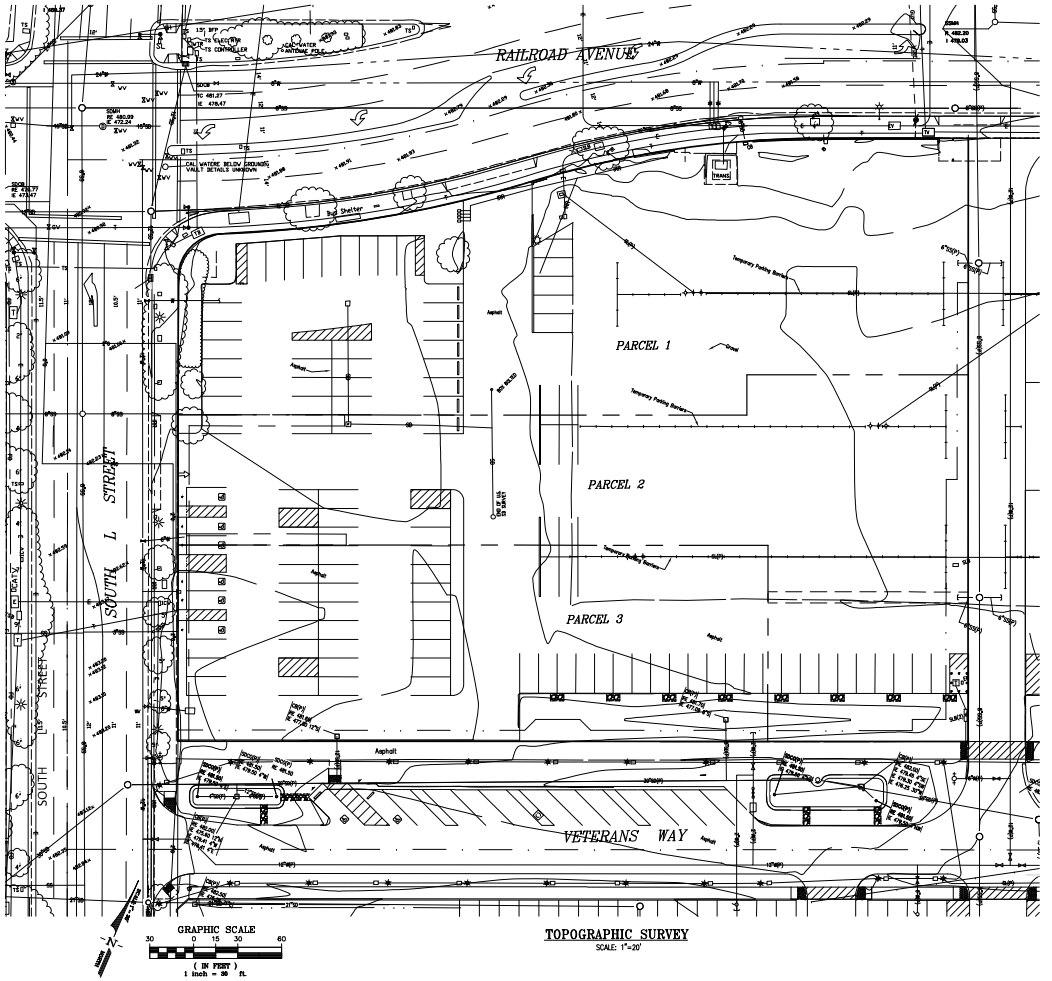

TOPOGRAPHIC SURVEY

SCALE: 1"=20'

1456

F:\ ...20069A10\TENT-MAP-20069A10.dwg

SHEET 1 OF 1

JOB NO: 20069A10

PLOT DATE: JULY 13, 2022

FINDINGS

Subdivision Amendment (SUBA – VTPM 11186)

Request to approve a minor amendment to the Vesting Tentative Parcel Map (VTPM 11186) for the Downtown Eden Housing project (DDR20-019), which would limit the height of Parcels One and Three to an elevation of 534 feet.

Location: Southeast corner of Railroad Avenue and South L Street (APN: 98-289-22)

Approved by Planning Division Staff: July 28, 2022

Findings for Amendments to Approved Tentative Maps and Conditions

Pursuant to Livermore Development Code Section 10.02.120 (F), the Community Development Department Director may approve changes or amendments to an approved parcel map or tentative map or its conditions of approval if the Director first finds all of the following findings to be true, and that all of the applicable findings for approval required by Subsections 10.02.060 A. and B., above, can still be made:

1. No parcels are added, deleted, or substantially altered;

   Findings: The proposed minor amendment will not add or remove any of the original map's parcels. No parcels will be substantially altered given that the area, shape, location, and orientation of each parcel remains the same. The only modification proposed is to limit the height of Parcels One and Three to an elevation of 534 feet. This height limit would not preclude the approved project from being constructed, would have no impact on the function of the site, and would not impact the ground plane.

2. No proposed structure locations are substantially altered;

   Findings: The building footprints proposed in DDR20-019 will remain unchanged. The height and bulk of the approved buildings will also remain unchanged.

3. The changes are consistent with the intent and spirit of the original parcel map or tentative map approval;

   Findings: As described above, the proposed map changes do not alter in any way the approved Eden Downtown Housing project (DDR20-019). The building footprints, heights, design, and bulk remain the same. Site access, parking, landscaping, and circulation remains the same. No parcels will be added or

removed, and the parcel area, shape, location, and orientation, will remain unchanged. For these reasons, the changes are consistent with the intent and spirit of the original parcel map approval.

4. No amenity, facility, or feature is deleted which substantially affects the project's function, quality, or safety; and

   Findings: No changes are proposed to the buildings nor site. The added height limitation would have no impact on the original project approval (DDR20-019) and would not cause any project amenities, facilities, or features to be removed. The function, quality, and safety of the project will remain given that the proposed height limitation will have no effect on site ingress, egress, circulation, fire and trash truck access, landscaping, architectural design, or any other part of the project.

5. There are no resulting violations of this Part, the Act, or other applicable laws.

   Findings: The proposed amendment would not violate any part of the Livermore Development Code nor the Subdivision Map Act.

6. All applicable findings for approval required by Subsections 10.02.060 A. and B. can still be made.

   Findings: All previous findings for subdivision map approval can still be made, as follows.

   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 Downtown Area General Plan designation because it would provide higher-intensity residential development of a density that supports the predominantly commercial Downtown environment. The project also implements the Land Use, Housing, Community Character, and Climate Change elements by providing affordable housing near transit that is of a high-quality architectural design and that provides sustainable features like photovoltaic arrays. The project is consistent with the density range, development standards related to setbacks, height, and open space, and design standards and guidelines of the Downtown Specific Plan.

      The City will remain in compliance with Government Code section 65863 (No Net Loss Law). Based upon the City's progress towards

meeting the RHNA for the 2015-2022 planning period that includes projects approved/entitled that are anticipated to pull building permits, the remaining sites inventory capacity for low income units is 159. This capacity can accommodate the 105 units that would not be constructed on this site that are identified in the Housing Element for the Livermore Village site. A total of 140 units were moved off the Livermore Village site and will now be constructed on Pacific Avenue. Therefore, the City will maintain a sufficient supply of adequate sites in the Housing Element to meet its unmet share of the RHNA and is not required to identify additional sites.

2. The site is physically suitable for the proposed type of development;

   Findings: The site is located within the Downtown Core, the most densely urbanized location in Livermore. The site is entirely within the City limits and is surrounded on all sides by street rights of way and urbanized residential and commercial uses. The site is 2.5 gross acres in size and large enough to accommodate the two proposed buildings and park dedication. The site is generally rectangular in shape, allowing for regular setbacks along the site periphery and orthogonal driveway connections. The site is also relatively flat with minimal grading required; it is of a similar height as adjacent parcels. The site is devoid of vegetation and is completely urbanized. Therefore, 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 Downtown is the most urban, densely developed part of the City, the Downtown Specific Plan establishes a minimum density of 30 units per acre and a maximum density of 55 units per acre within the Downtown Core, calculated on a project-wide basis. The gross acreage of the project site, which includes all three proposed parcels, is approximately 2.5 acres, which equates to a residential density of 52 units per acre, consistent with the Downtown Specific Plan. Given its existing urbanized nature, the site is currently served by all required public utilities and services, including: water, sewer, storm drain, telecommunications, electricity, police, fire, and medical services. The project is within the Specific Plan's and EIR's anticipated density range, and therefore existing services have sufficient capacity to accommodate the incremental increase in demand.

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 proposes minor grading on a parcel with a slope less than 10 percent. In addition, the property is not a waterway and has not been designated as a scenic area. It is not located along any of the scenic routes identified in Livermore's General Plan. The site has not been designated a wetland by the CA Natural Resources Agency. According to the CA Department of Conservation, it is not located on any faults or within any Alquist-Priolo earthquake fault zones. All waste receptacles are to be stored inside the buildings and only staged for pickup. The project is also conditioned to install interceptors in all parking garages and at the trash staging area to ensure contaminants do not enter the city storm drain or sanitary sewer system. All stormwater will be managed through stormwater retention areas, offering natural filtration. The construction site and vehicles will use the City's construction best practices to avoid significant amounts of dust during construction. The City continues to work with the Regional Water Quality Control Board to appropriately implement site cleanup consistent with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2009 Subsequent DSP EIR (SCH: 2008092085). The infill site is completely urbanized, graded, and topped with aggregate base material. It is currently used as a temporary surface parking lot and devoid of all trees and vegetation. It has no value as habitat for endangered, rare or threatened species. For these reasons, 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

5. The design of the subdivision or the type of improvements will not cause serious public health problems;

   Findings: The project is residential in nature and will not produce noise impacts that exceed Downtown Specific Plan thresholds that anticipate a mix of residential and commercial uses. The project is conditioned to ensure interior noise levels will not exceed 45 dBA, for the health and welfare of project residents. All waste receptacles are to be stored inside the buildings and only staged for pickup. The project is also conditioned to install interceptors in all parking garages and at the trash staging area to ensure contaminants do not enter the city storm drain or sanitary sewer system. All stormwater will be managed through stormwater retention areas, offering natural filtration. The

construction site and vehicles will use the Bay Area Air Quality Management District's (BAAQMD) construction best practices to avoid significant amounts of dust during construction. Therefore, and given the development's residential use, the project will not produce any air or water quality impacts. The project will work with the Alameda County Vector Control to minimize vermin spread to adjacent properties. The City continues to work with the Regional Water Quality Control Board to appropriately implement site cleanup consistent with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2009 Subsequent DSP EIR (SCH: 2008092085). The project will not produce any hazardous materials. 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.); and

   Findings: The existing public utility easements, created by the previously approved Vesting Tentative Tract Map for the Downtown Core site, would be vacated and replaced with public utility easements along the southern and eastern property boundaries. Storm drain easements would also be provided within parcels two and three to drain Veterans Park. Veterans Park will be dedicated for public use. The existing bus turnout dedication along Railroad Avenue and the existing guy wire pole at the northeast corner of the site would be removed. The new easements are sufficient to provide stormwater retention, to the satisfaction of the City Engineer. Public access will be provided to all parcels from public streets and emergency vehicle access will be provided by an EVA along the eastern property boundary. 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: The project does not propose any phases. However, the Veterans Park design will occur at a later date, and its dedication is shown on the Vesting Tentative Parcel Map.

AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AND LOAN AGREEMENT

by and between

CITY OF LIVERMORE

and

EDEN HOUSING, INC.
May 24, 2022

Prior Agreements:

1. Disposition and Development Agreement, dated November 27, 2018, approved by City Council Resolution No. 2018-197.

2. First Amendment to the DDLA, dated May 26, 2021 approved by City Council Resolution No. 2021-073.

a request for release of funds is not required. The City shall use its best efforts to conclude the environmental review pursuant to NEPA of the Undivided Parcel expeditiously.

Section 4.6 Insurance. Within the time specified in the Schedule of Performance, the Developer shall furnish to the City the type and amounts of insurance specified in Exhibit I, which may be modified from time to time by the City's Risk Manager upon written notice, provided that such modifications are commercially reasonable and reasonably financially feasible.

Section 4.7 Time Extensions. The City Manager shall have the authority to approve two extensions of the Schedule of Performance, as mutually agreed upon in writing between the Parties and which the City Manager deems reasonable and appropriate.

Section 4.8 Lease Back of the Undivided Parcel. Prior to the Close of Escrow on the Undivided Parcel, the parties shall enter into a Temporary Parking Lease for the Undivided Parcel in substantial conformance with Exhibit O wherein parking will be available for public parking until construction of the first phase of the Project commences and shall deposit an executed counterpart of the Temporary Parking Lease Agreement for the Undivided Parcel with the Escrow Holder. As further set forth in the Temporary Parking Lease Agreement, the lease shall be a triple net lease, with City responsible for payment of all costs it incurs during its lease of the Undivided Parcel. In addition, in consideration for the use of the Undivided Parcel during the lease period, City shall either pay directly or reimburse Developer for all third party costs incurred as a result of Developer's ownership of the property, including insurance, property taxes and assessments and any other expenses which are required to be paid directly by the Developer as part of the operation of the Undivided Parcel as temporary public parking. Any other expenses that the City shall be responsible for under the Temporary Parking Lease Agreement other than insurance, property taxes and assessments shall be subject to review and approval by the City prior to commitment or obligation by the Developer. City's obligations to reimburse Developer for insurance, property taxes and assessments under the Lease shall not exceed One Hundred Twenty Thousand ($120,000) per year, for the term of the lease, increasing 3% annually, or further Council approval shall be required.

Section 4.9 Air Rights to Housing Parcels. Prior to the Close of Escrow on the disposition of the Undivided Parcel the parties shall have taken the necessary steps to ensure that the City will receive the air rights to Parcels 1 and 3 at and above the elevation of 534 feet by modifying the Veterans Park Parcel accordingly. The intent of this paragraph is to ensure that the Project shall not exceed the entitled height elevation of 534, or 52 feet above the surface elevation (the benchmark elevation is 482 feet, measured from a monument at the corner of Railroad Avenue and L Street), provided, however, that the City shall provide Developer with a temporary access easement to access the air rights above Parcels 1 and 3 during construction of the Project. Veterans Park Parcel shall be dedicated back to the City as described in Section 8.10.

ARTICLE 5. DISPOSITION OF THE UNDIVIDED PARCEL

contractors), for itself, its successors and assigns, and transferees agrees that in the construction of the Project provided for in this Agreement:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability, actual and perceived, medical condition, age, marital status, sex, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS), actual or perceived, or retaliation for having filed a discrimination complaint ("Nondiscrimination Factors"). The Developer will take affirmative steps to ensure that applicants are employed by the Developer, and that its employees are treated without regard to the Nondiscrimination Factors during employment including, but not limited to, activities of: upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to its employees and applicants for employment, the applicable nondiscrimination clause set forth herein.

(b) The Developer will ensure that its solicitations or advertisements for employment are in compliance with the aforementioned nondiscrimination factors; and

Section 8.9 Insurance Requirements. Developer, its contractors, subcontractors and/or agents shall furnish or cause to be furnished to the City duplicate originals of insurance policies, complete with additional insured and loss payee endorsement, as applicable pursuant to this Agreement. Developer shall, until Developer's obligations under this Agreement are paid and discharged in full, maintain and keep in full force and effect any insurance required by City, issued by companies approved and regulated by the State Department of Insurance in the amounts and terms set forth in Exhibit I. Upon reasonable written notice, Developer shall comply with any changes to the amounts and terms of insurance as may be required from time to time by the City's Risk Manager, provided that such changes are commercially reasonable and reasonably financially feasible.

Section 8.10 Dedication of Veterans Park Parcel. Developer shall dedicate the Veterans Park Parcel (Parcel 2) back to the City upon recordation of the Final Map and upon construction finance closing for the first phase of the Project, at the time specified in the Schedule of Performance. Parcel 2 shall have air rights over Parcels 1 and 3, as described in Section 4.10 above. Parcel 2 shall also be dedicated to the City free and clear of any encumbrances created by the Developer that have not been authorized by the City. Notwithstanding the foregoing, City hereby acknowledges and agrees that City will grant certain temporary construction easements to Housing North Developer and Housing South Developer necessary for the construction of the Project, in form and substance as mutually agreed upon by the Parties.

The parties hereto agree that irreparable damage would occur in the event Section 8.10 of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

Helena Graves

From: Stromberg, Winston <winstonstromberg@paulhastings.com>
Sent: Monday, May 11, 2026 9:21 AM
To: City Clerk
Subject: May 11, 2026 City Council meeting, Agenda item 6.3 - correspondence to distribute to City Councilmembers
Attachments: 5-11-26 Letter to City Council re Final Parcel Map 11186.pdf

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Please see the attached correspondence regarding agenda item 6.3. Please distribute it to the members of the City Council.

PAUL HASTINGS

Winston Stromberg | **Partner**
Paul Hastings LLP | 1999 Avenue of the Stars, 26th Floor, Century City, CA 90067
Direct: +1.310.620.5778 | Main: +1.310.620.5700 | Fax: +1.310.620.5878
winstonstromberg@paulhastings.com | www.paulhastings.com

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PAUL HASTINGS

1-310-620-5778
winstonstromberg@paulhastings.com

May 11, 2026

VIA E-MAIL (cityclerk@livermoreCA.gov)

Mayor Marchand and Honorable Councilmembers
Livermore City Council
1016 S. Livermore Avenue
Livermore, California 94550

Re: May 11, 2026 Agenda, Item 6.3: Resolution approving Final Parcel Map 11186

Dear Mayor Marchand and Honorable Councilmembers:

On behalf of various concerned Livermore citizens, we urge the City Council to ***refrain from approving*** Final Parcel Map 11186 ("Parcel Map") at Monday's City Council meeting. Approval of the Parcel Map in its current form would violate the Subdivision Map Act and the Livermore Development Code ("LDC").

As this item's staff report notes, on May 24, 2021, the City Council approved Vesting Tentative Parcel Map 11186 ("Tentative Map") for Eden Housing's 130 affordable residential unit project in two, four-story buildings. The Tentative Map proposed to subdivide the parcel located at the southeast corner of the intersection of South L Street and Railroad Avenue into three legal parcels. A copy of the Tentative Map approved by the City Council is attached to this letter.

The proposed Parcel Map is substantially different from the Tentative Map. It contains airspace lots, meaning that the two lots that would be retained by Eden Housing (through its special purpose entity DTLM, L.P.) would each have an upper elevation limit. Specifically, both Parcel 1 and Parcel 3 would have an upper elevation of 534.00 feet above mean sea level.

The Tentative Map, however, did not create airspace parcels. It proposed the subdivision of three parcels that would not have either lower or upper elevations.

Under the Subdivision Map Act, for the City Engineer to sign the Parcel Map, it must be "substantially the same as it appeared on the tentative map." (Government Code Section 66450(a)(2).) For the City Council to approve the Parcel Map, it must conform to the Tentative Map. (Government Code Section 66458(a).) More specifically, under the LDC, the City Council can only approve the Parcel Map if it "is in substantial compliance with the approved tentative map." (LDC Section 10.03.050.B.2.a.)

PAUL HASTINGS

VIA E-MAIL

The Parcel Map is not in substantial compliance with the Tentative Map because the parcel lines have changed, as the Parcel Map now contains airspace parcels. Thus, the City Council cannot approve the Parcel Map. LDC Section 10.03.050.B.2.b. states, "If the map does not conform, the Review Authority shall not approve the map."

In order for the Parcel Map to be in substantial compliance with the Tentative Map, the Tentative Map must first be amended by the City pursuant to LDC Section 10.02.120. Specifically, LDC Section 10.02.120.B. requires amendments to tentative maps where there are "minor adjustments to the location of proposed parcel lines." That is the exact situation here. By their very nature, airspace parcels have three-dimensional parcel lines above or below ground. Thus, the Parcel Map contains adjustments to the location of the Tentative Map's parcel lines. If the City Council approves the Parcel Map, it will be doing so without Eden Housing having gone through a required process to apply for and obtain amendments to the Tentative Map.

There is no evidence that the Tentative Map has been amended pursuant to the process required under the LDC. If the map had been amended prior to the preparation of the Parcel Map, the Parcel Map would indicate that. LDC Section 10.02.120.H states that "Minor changes or amendments shall be indicated on the approved map and certified by the Director and City Engineer." The Parcel Map does not contain such an indication.

Therefore, it is premature for the City Council to approve the Parcel Map. In order to approve the Parcel Map in a manner that is consistent with the Map Act and the LDC, an amendment to the Tentative Map must first be applied for and approved.

We request that the City Council table this item and not take any action to approve the Parcel Map in its current form. Any approval would violate the Subdivision Map Act and the LDC.

Very truly yours,

Winston Stromberg
of PAUL HASTINGS LLP

Attachment

VESTING TENTATIVE PARCEL MAP #11186

3-LOT SUBDIVISION

RAILROAD & L STREET

BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON TRACT MAP 8574, FILED DECEMBER 23, 2020 IN BOOK 365 OF MAPS, PAGES 15–19, RECORDER'S SERIES NO. 2020–361571, ALAMEDA COUNTY RECORDS

CITY OF LIVERMORE, ALAMEDA COUNTY
STATE OF CALIFORNIA

PREPARED BY
LUK & ASSOCIATES
CIVIL ENGINEERS – LAND PLANNERS – LAND SURVEYORS
738 ALFRED NOBEL DRIVE
HERCULES, CALIFORNIA 94547
(510) 724-3388

GENERAL NOTES

1. OWNER/DEVELOPER: CITY OF LIVERMORE, 1052 S. LIVERMORE AVENUE, LIVERMORE, CA 9455 0, (925) 960-4559, MICHAEL PIATO
2. ENGINEER: LUK AND ASSOCIATES, 738 ALFRED NOBEL DRIVE, HERCI ILESCA 94547, JACKIE LUK PLS 8934, (51)) 724-3388
3. ASSESSOR'S PARCEL NO.: 098-0289-012-6, 098-0289-022, 098-0289-023
4. TOTAL LOT AREA: 2.08 ACRES (90,6 15 S.F.)
5. LAND USE: EXISTING: VACANT LOT, PROPOSED: RESIDENTIAL

NOTES

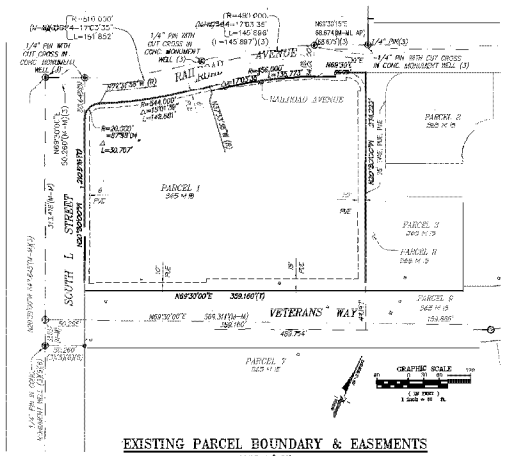
1. THE UTILITIES SHOWN HEREON ARE BY SURFACE OBSERVATION AND RECORD INFORMATION ONLY AND NO WARRANTY IS GIVEN HEREIN AS TO THEIR EXACT LOCATION. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR CONTRACTOR TO VERIFY THE EXACT LOCATION OF THE UTILITIES WITH THE APPROPRIATE UTILITY COMPANY OR AGENCY.
2. UTILITY JURISDICTIONS / PROVIDERS ARE AS FOLLOWS:
   STORM DRAINS: CITY OF LIVERMORE
   SANITARY SEWER: CITY OF LIVERMORE
   WATER: CALIFORNIA WATER SERVICE COMPANY
   ELECTRICITY: PACIFIC GAS & ELECTRIC CO.
   NATURAL GAS: PACIFIC GAS & ELECTRIC CO.
   TELEPHONE: AT&T

BASIS OF BEARINGS

THE MONUMENT LINE OF SOUTH L STREET BETWEEN FOUND MONUMENTS AT ITS INTERSECTION WITH FIRST STREET AND RAILROAD AVENUE, TAKEN AS NORTH 20° 30'00" WEST PER PARCEL MAP 8826 (315 M 41)

LEGEND

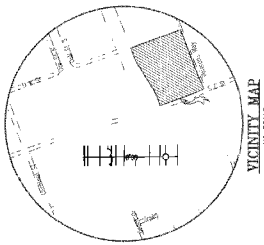
PRIVATE SANITARY SEWER EASEMENT LINE (SSE)
PRIVATE ST. STORMDRAIN EASEMENT LINE (SDE-1)
PRIVATE STORM DRAINAGE EASEMENT (SDE-2)
PUBLIC UTILITY EASEMENT (PUE)
ANOTHER LOT LINE
FOUND STANDARD CITY MONUMENT A S NOTED
MONUMENT LINE TO MONUMENT LINE
PROJECT SITE



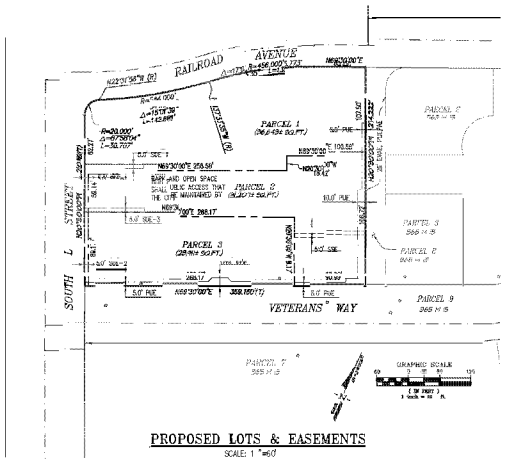
EXISTING PARCEL BOUNDARY & EASEMENTS
SCALE: 1"=60'

EXISTING EASEMENT NOTES

THE EXISTING EASEMENTS AND DEDICATIONS WITHIN THE EXTERIOR BOUNDARY OF THE SUBJECT PROPERTY AS SHOWN AND DEDICATED ON TRACT MAP 8574 (365 M 15), WHICH INCLUDE THE PUBLIC UTILITY EASEMENT (PUE) AND THE EXISTING RAILROAD AVENUE DEDICATION, SHALL BE ABANDONED AND VACATED WITH THE RECORDING OF THIS PARCEL MAP, IN CONFORMANCE WITH SECTION 66 466.20.20F THE SUBDIVISION MAP ACT.



VICINITY MAP
NO SCALE

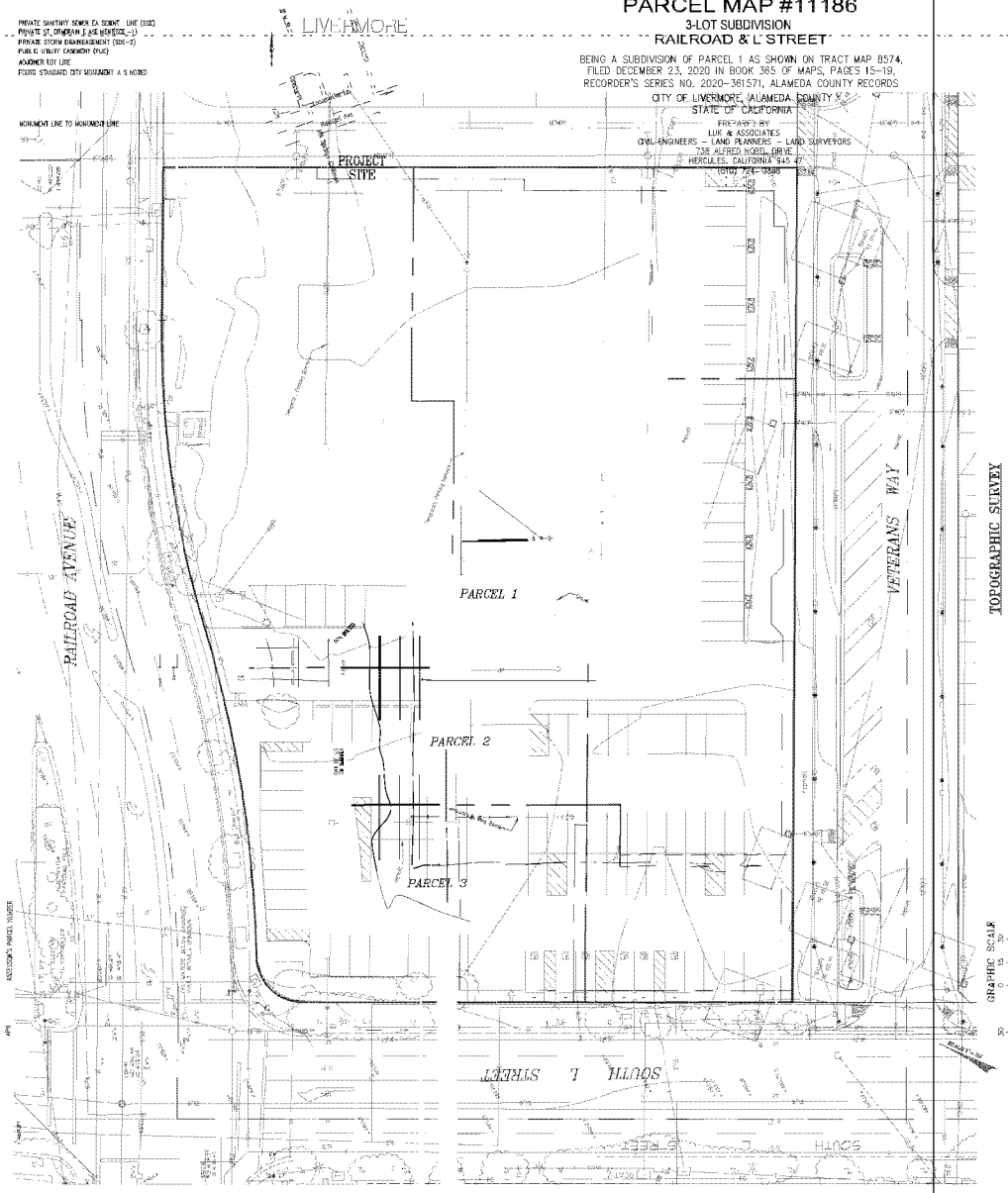


PROPOSED LOTS & EASEMENTS
SCALE: 1"=60'

PROPOSED EASEMENT NOTES

THE FOLLOWING EASEMENTS ARE PROPOSED ON THE SUBJECT PROPERTY.

1. 5.0' WIDE PRIVATE SANITARY SEWER EASEMENT (SSE) ACROSS PARCEL 2 FOR THE BENEFIT OF PARCEL 3.
2. 5 .0' WIDEFRI VATE STORM DRAIN EASEMENT (SDE-1) ACRDSSPARCEL 2 FOR THE BENEFIT OF PARCEL 1
3. 5.0' WIDE PRIVATE STORM DRAIN EASEMENT (SDE-2) ACROSS PARCEL 3 FOR THE BENEFIT OF PARCELS 1 AND 2
4. 5.0' WIDE PRIVATE STORM DRAIN EASEMENT (SDE-3) ACROSS PARCEL 2 FOR THE BENEFIT OF PARCEL 3
5. PUBLIC UTILITY EASEMENT OF VARYING WIDTH (BETWEEN 5.0' AND 10.0' WIDE) ALONG THE SOUTH AND EAST PROPERTY LINES, FOR PUBLIC PURPOSES.
6. PARCEL 2 SHALL BE DESIGNATED AS A PARK AND OPEN SPACE WITH PUBLIC ACCESS THAT SHALL BE MAINTAINED BY THE CITY.



TOPOGRAPHIC SURVEY

SCALE 1"=20'

(IN FEET)
1 inch = 30 ft.

SHEET 1 OF 1
JOB NO: 20069A10
DATE: APRIL 7, 2021

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CITY OF LIVERMORE CALIFORNIA

INTEROFFICE MEMORANDUM

Date: May 11, 2026

To: Honorable Mayor Marchand and City Council Members

From: Marianna A. Burch, City Manager

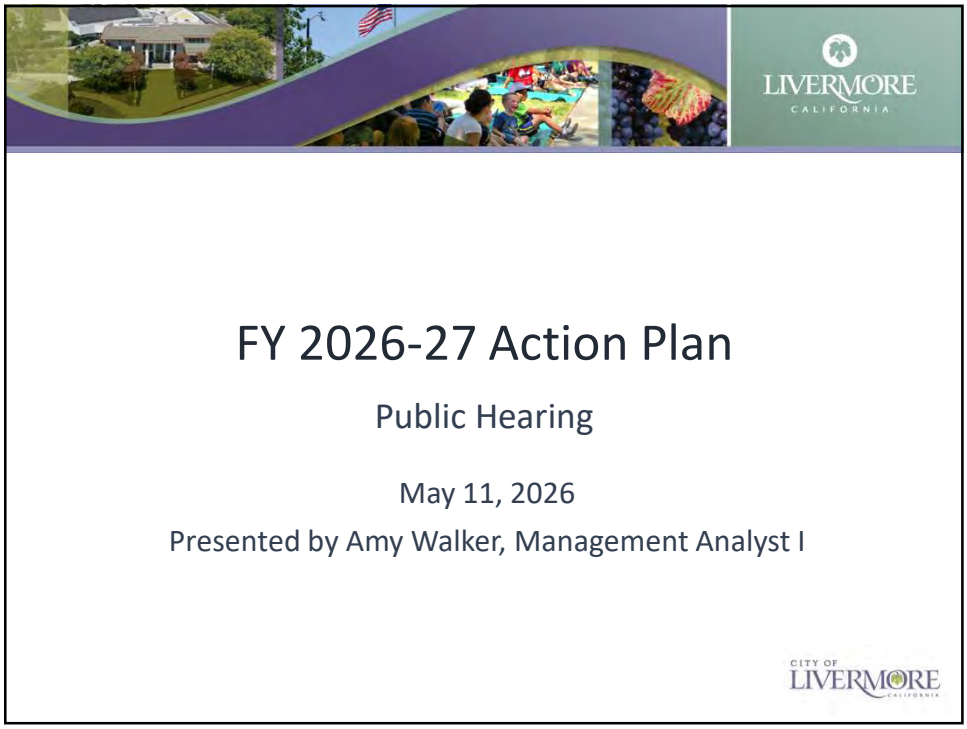
Subject: Correction of decision types for three items on the May 11, 2026 City Council Agenda

This memorandum corrects decision types on the May 11, 2026 City Council agenda for the following consent calendar items:

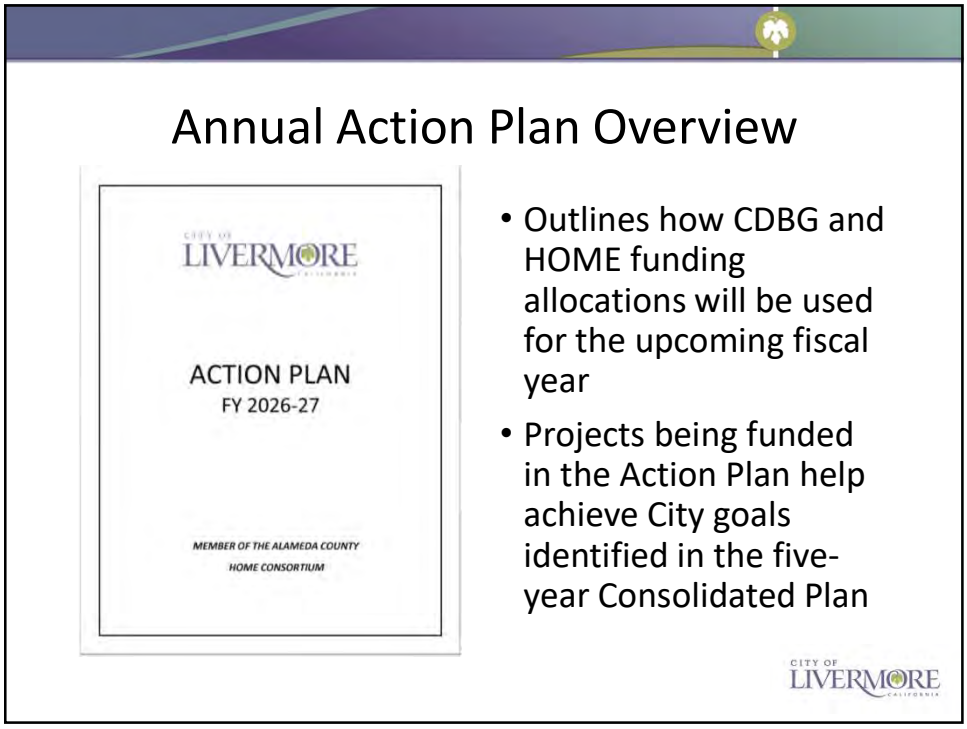
Item 6.3 (Resolution approving Final Parcel Map 11186 and authorizing execution of a Subdivision Improvement Agreement) – The decision type for this item is ministerial. Ministerial actions involve little or no discretion by the local agency.

Item 6.11 (Resolution recommending the Livermore City Council declare Livermore a Vision Zero community and adopting a Vision Zero Action Plan) – The decision type for this item is legislative.

Item 6.24 (Resolution amending the City's Community Benefit Policy and appropriating $600,000 in Community Benefit funds) – Council action under this item will be legislative.


LIVERMORE
CALIFORNIA
FY 2026-27 Action Plan
Public Hearing
May 11, 2026
Presented by Amy Walker, Management Analyst I
CITY OF LIVERMORE

1


Annual Action Plan Overview
CITY OF LIVERMORE
ACTION PLAN
FY 2026-27
MEMBER OF THE ALAMEDA COUNTY
HOME CONSORTIUM
• Outlines how CDBG and HOME funding allocations will be used for the upcoming fiscal year
• Projects being funded in the Action Plan help achieve City goals identified in the five-year Consolidated Plan
CITY OF LIVERMORE

2

Fiscal Year 2026-27
CDBG and HOME Funding Allocations

Organization	Project	CDBG	HOME	Total
Abode Services	Rapid Re-Housing/Tenant Based Rental Assistance	$62,981	$74,895	$137,876
Tri-Valley Haven for Women	Tenant Based Rental Assistance	36,788	42,202	78,990
Section 108 Loan- Axis Community Health	Annual Principal and Loan Repayment	26,194	0	$26,194
Tri-Valley Haven for Women	Emergency Shelter Rebuild*	237,095	0	237,095
Spectrum Community Services	Meals on Wheels Program	59,124	0	59,124
Administration	Administration	78,833	6,563	85,396
	Total	**$501,015**	**$123,660**	**$624,675**

*total includes $106,852 of prior year CDBG entitlement funds

CITY OF LIVERMORE

3

FY 2026-27 Action Plan Timeline

Date	Action
April 4, 2026	HUD announced grant allocations for fiscal year
April 10 - May 11, 2026	30-day public review and comment period
May 11, 2026	Public Hearing
June 3, 2026	Action plan is submitted to HUD

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CITY OF LIVERMORE

4

Recommendations

The Human Services Commission and staff recommend the City Council adopt a resolution:

1. Approving the FY 2026-27 Annual Action Plan, attached to the resolution as Exhibit A, and authorizing submission of the Action Plan to Alameda County for inclusion with the Alameda County HOME Consortium report for submittal to HUD;
2. Authorizing the City Manager, or her designee, to negotiate and execute all documents and agreements with HUD and any subgrantees that are necessary and appropriate to effectuate FY 2026-27 Annual Action Plan, including, without limitations, the FY 2026-27 Entitlement Certifications, attached to the resolution as Exhibit B; and

CITY OF LIVERMORE

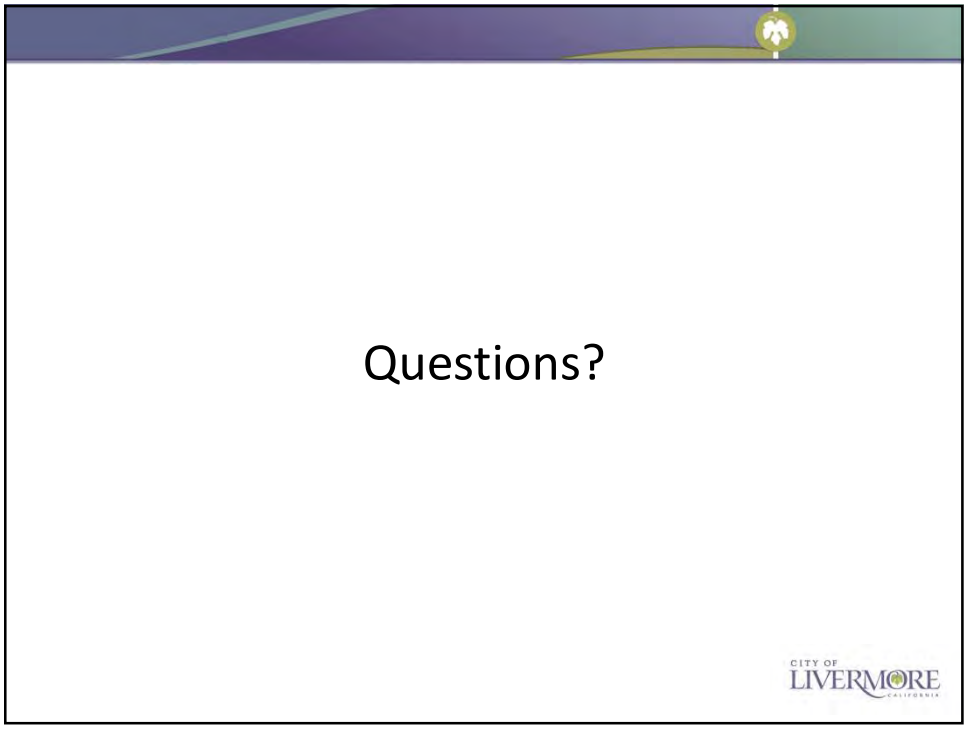
5

Recommendations Continued

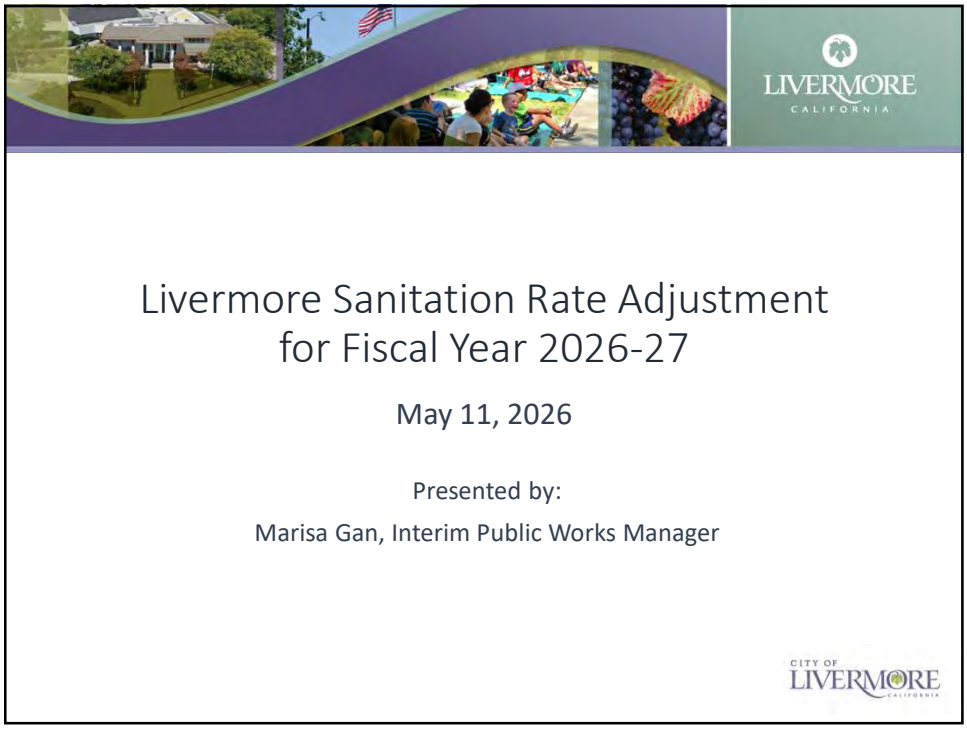
3. Authorizing the City Manager, or her designee, to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the FY 2026-27 Annual Action Plan.

CITY OF LIVERMORE

6



7


LIVERMORE
CALIFORNIA
Livermore Sanitation Rate Adjustment
for Fiscal Year 2026-27
May 11, 2026
Presented by:
Marisa Gan, Interim Public Works Manager
CITY OF
LIVERMORE

1


LSI Franchise Agreement
• Livermore Sanitation, Inc. (LSI) began serving the City of Livermore in July 2010. LSI's current contract (Franchise Agreement) is through at least 2030.
• LSI's contract calls for annual rate reviews and adjustments. The City's role is to determine that the rate adjustment is consistent with the methodology identified in the Franchise Agreement.
• LSI is required to notify customers of any rate adjustment 30 days prior to the effective date of the increase.
CITY OF
LIVERMORE

2

LSI Proposed Rate Adjustment 2026-27

- Rate adjustments occur annually and are increased on an index-based methodology most years and a cost-based review every 5-years.
- The index-based methodology utilizes various cost adjustment factors such as the percentage change in the consumer price index and percentage change in the disposal fees.
- For this upcoming Rate Year 17 (FY 26-27) an index-based methodology was used.
- The proposed increase this year is **1.65%**, following a 8.67% rate reduction in the previous year.

CITY OF LIVERMORE CALIFORNIA

3

Cart Subscriptions and Monthly Rates

Proposed Increase				Residential and Commercial Cart Subscriptions	
1.65% on all cart customers					
	Current Monthly Rate	Proposed Monthly Rate	Increase $	Number	Percent
20-gallon container	$31.02	$31.53	$0.51	9,590	34.6%
32-gallon container	$40.73	$41.40	$0.67	12,592	45.4%
64-gallon container	$60.52	$61.52	$1.00	4,847	17.5%
96-gallon container	$94.50	$96.06	$1.56	686	2.5%

CITY OF LIVERMORE CALIFORNIA

4

Recommendation

Staff recommends the City Council hold a public hearing and adopt a resolution authorizing Livermore Sanitation, Inc.'s requested rate adjustment for solid waste, recyclable materials, and compostable materials services, pursuant to the Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services, and to amend Exhibit H to the Franchise Agreement to reflect the authorized increase of 1.65% to rates.

CITY OF LIVERMORE CALIFORNIA

5

Residential Curbside Monthly Rates Other Agencies

Service Provider	LSI (Proposed)	PGS	AVI	ACI	ACI	ACI
Container Size	Livermore	Pleasanton	Dublin	San Ramon	Castro Valley	San Leandro
20-gallon container	**$31.53**	NA	NA	$40.35	$36.41	$34.80
32-gallon container	**$41.40**	$34.42	$44.66	$49.31	$56.44	$43.34
64-gallon container	**$61.52**	NA	$82.04	$81.20	$98.03	$72.15
96-gallon container	**$96.06**	$60.05	$119.43	$129.32	$139.59	$100.92

CITY OF LIVERMORE CALIFORNIA

6

LSI Proposed Rate Adjustment for 2026-27

- The indices used are:
  - CPI-San Francisco-Oakland-Hayward Metropolitan Area.
  - CNG Fuel Pricing Index – the per-term price for Natural Gas Service for Compression on Customer's Premises compiled by PG&E.
  - Motor Vehicle Maintenance and Repair Index – the Consumer Price Index, All Urban Consumers, Motor Vehicle Maintenance and Repair.
- These indices are applied to certain categories of costs, and in some cases are capped. For example, Motor Vehicle Maintenance and Repair increases allowed by the Franchise Agreement are capped at 6%.

CITY OF LIVERMORE CALIFORNIA

7



Draft General Plan 2045

City Council

May 11, 2026

Andy Ross, Principal Planner

CITY OF LIVERMORE

1

General Plan Vision

In 2045, Livermore will be a community with a big heart where families and individuals flourish, and people with diverse experiences and perspectives work together for the common good. Insightful land use policies and wise resource management will ensure services and infrastructure for a high quality of life and enable Livermore to be safe and welcoming for all.

CITY OF LIVERMORE

2

General Plan Elements

- Land Use
- Housing
- Community Identity
- Mobility
- Infrastructure
- Community Services
- Open Space and Conservation
- Noise
- Safety
- Economic Development
- Implementation Plan

CITY OF LIVERMORE CALIFORNIA

3

Previous City Council Direction

- Policies should remain at a higher level of abstraction, provide guidance, and not be overly prescriptive
- Detailed strategies should be incorporated into the appropriate implementation documents (such as the Municipal Code and Climate Action Plan).



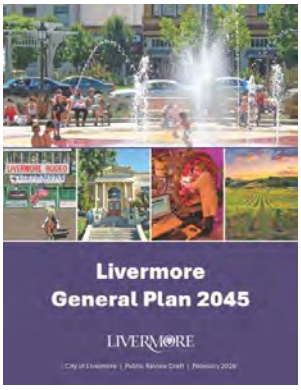
CITY OF LIVERMORE CALIFORNIA

4

Draft General Plan Maintains What's Working

Carries forward important ideas in current General Plan:

- Maintains and strengthens Downtown.
- Facilitates infill development consistent with Urban Growth Boundary.
- Protects the natural environment.
- Promotes agriculture and conservation in South Livermore.
- Supports bicycling, walking, and transit.



CITY OF LIVERMORE

5

Areas of Additional Emphasis in Draft General Plan

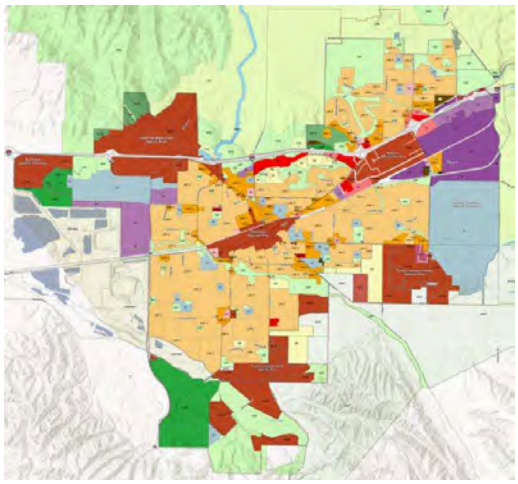
- Climate Resilience and Sustainability
- Environmental Justice
- Economic Diversification
- Community Identity
- Healthy Communities

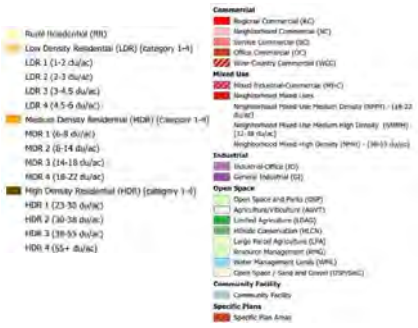


CITY OF LIVERMORE

6

Draft General Plan Land Use Map





- Targeted naming updates to better reflect allowed uses.
- Merges some designations that allow similar uses.
- New single Specific Plan designation.
- Adds new designations resulting from the Focus Areas land use alternatives process.

7

Transition and Study Areas



- General Plan identifies areas for additional study and planning:
  - Midtown
  - Vasco Row
  - First Street
  - Las Colinas
- East of Greenville Area is identified for potential study; not on land use map.
  - Policy identifies conditions to monitor (Service/Infrastructure Challenges; Jobs-Housing Imbalance; Strategic Opportunities; Land Use Conflicts).
  - Council may request a study.

CITY OF LIVERMORE CALIFORNIA

8

Scenic Resources Policy and Code Consistency

- Higher level policy language to promote views of Livermore's surrounding scenic resources.
- Ensure high-quality architectural and landscape design to balance scenic views and create an inviting entry into the community.
- Maintain existing policies in separate document until incorporated into Development Code or applicable Specific Plan.
- Update Livermore Development Code and other plans to apply specific development standards to protect scenic views and support broader City economic goals.



CITY OF LIVERMORE

9

Community Feedback

- Community input collected to-date from:
  - March 18 Open House
  - Online activity
  - Emails
  - La Familia surveys
  - Pop-up events
- Community input themes:
  - Maintain and protect retail and industrial uses.
  - Provide a variety of housing types affordable to different incomes.
  - Plan for a multi-modal transportation system.
  - Population and Growth numbers.



CITY OF LIVERMORE

10

Community Feedback

Population and Growth:

- Draft EIR population figures are not population forecasts, targets, or goals.
- Reflect the maximum theoretical buildout allowed under land use map.
- Maximum buildout numbers illustrate housing capacity needed to plan for multiple future RHNA cycles.
- Actual population growth is expected to be lower.
- Growth will occur based on market conditions rather than full zoning capacity.

CITY OF LIVERMORE CALIFORNIA

11

GPAC Feedback and Planning Commission Recommendation

- GPAC Recommended adoption of Draft General Plan 2045
  - GPAC members asked to provide individual comments to Council.
- Planning Commission Recommended:
  - Clarify that the Floor Area Ratios (FARs) in the Land Use Element represent maximum allowable intensities.
  - Add a new policy establishing an open space separation in the Doolan Canyon area.
  - Make minor land use map adjustments to reflect current conditions and support existing businesses.
  - Recommended minor adjustments to mobility policies.
  - Clarify that the East of Greenville study area would not be required under any circumstances, that the City retains full discretion to study, and that neither the policies nor the study could alter the Urban Growth Boundary without approval of Livermore voters.

CITY OF LIVERMORE CALIFORNIA

12

Next Steps

- Publish Final EIR
  - June 2026
- Adoption Hearings – Planning Commission and City Council
  - Summer 2026

13

Staff Recommendation

Staff recommends the City Council provide direction to Staff on any revisions that should be incorporated into Draft General Plan 2045, based on community, General Plan Advisory Committee (GPAC) and Planning Commission feedback.

14

Helena Graves

From: johnna thompson [redacted]
Sent: Monday, May 11, 2026 9:18 AM
To: City Clerk
Subject: Agenda Item 8.1

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

As a 50+ year Livermore resident and ardent supporter of our urban growth boundaries (UGB), I am worried that the wildly inflated population growth projections on which the Draft General Plan 2045 is predicated will result in poor zoning decisions and will be used as an excuse to develop land that is currently outside the city's UGB. In particular, I worry that land within the UGB that is currently zoned for industrial uses will be rezoned for residential uses to accommodate the fictitious 50% increase in population posited by the Plan. Loss of industrial-zoned land within the UGB would be a convenient excuse for breaking the UGB to make up for that loss by developing the land currently outside the UGB east of Greenville Road. The Plan designates this east-of-Greenville, outside the UGB land as a "future study area", but also states that "the urban growth boundary will be kept." Those seem to me to be mutually exclusive statements.

Right now the Plan states that the city will "**focus** growth within the Urban Growth Boundary." That's a pretty weaselly statement; the council needs to state its intentions clearly. Either state that growth will be **limited** to within the UGB, or state that it is willing to push the UGB outward to accommodate more growth. I prefer the former.

I would like to see the council be more creative in looking for ways to accommodate future growth within the current UGB - apartments above ground-floor retail, repurposing empty office and retail space, and encouraging the building of ADUs, for example.

Let's plan for realistic growth, not fantasy numbers, and let's do it within our UGB.

Johnna Thompson
[redacted] Livermore

I expect to pass through this world but once; if, therefore, there can be any kindness I can show, or any good thing I can do for any fellow being, let me do it now. Let me not defer or neglect it; for I shall not pass this way again.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Mayor Marchand	4/28/2026	Livermore Pleasanton Fire Department Joint Powers Authority	Board meeting	Heard the budget report and the property, vehicle and equipment report.
Mayor Marchand	4/28/2026	Livermore Chamber of Commerce	Grand opening	Opening of the new Wente event center.
Mayor Marchand	4/29/2026	Livermore Rotary Foundation	Grant program	Foundation awarded over $230,000 to local nonprofits.
Mayor Marchand	4/30/2026	San Joaquin Regional Rail Commission	Commission meeting	Received ridership and revenue reports, a presentation on the multimodal transportation and land use plan, conducted a public hearing on a rate increase, and heard a presentation on marketing efforts.
Mayor Marchand	4/30/2026	Livermore Chamber of Commerce	Ribbon-cutting	Welcome INTERO into their new offices.
Mayor Marchand	5/1/2026	City of Livermore	Retirement	Attended the retirement and expressed appreciation for Administrative Services Director Tina Olson.
Mayor Marchand	5/4/2026	Tri-Valley Cities Coalition	Mayor/Manager meeting	Reviewed agenda for upcoming meeting and the Sacramento Advocacy Day.
Mayor Marchand	5/6/2026	Tri-Valley Cities Coalition	Sacramento Legislative Advocacy Day	Met with our elected representatives and staff to present the Cities positions on upcoming legislation.
Mayor Marchand	5/6/2026	Livermore Police Citizen Academy	Graduation #45	Attended and spoke
Mayor Marchand	5/7/2026	Tri-Valley Community Television - TV30	Mayor's Report	Provided an update on City activities.
Mayor Marchand	5/7/2026	Alameda County Supervisor District 1	National Day of Prayer Program	Heard from over a dozen faith leaders.
Mayor Marchand	5/9/2026	City of Livermore	Litter clean-up	Worked with over 30 volunteers to clear hundreds of pounds of trash from the downtown.
Mayor Marchand	5/9/2026	Asian Pacific American Public Affairs	Community gathering	Spoke with attendees and the Alameda County Sheriff Yesenia Sanchez.
Mayor Marchand	5/11/2026	Alameda County Transportation Commission Planning, Policy and Legislation Committee	Subcommittee meeting	Heard a congestion management update, Federal, State and local legislative update and support position recommendation, and an update on the mobility needs assessment.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Vice Mayor Wang	4/28/2026	Livermore Amador Valley Transit Authority	Finance & Administration Committee meeting	Reviewed FY2025 audit of LAVTA's financial statements and reviewed draft FY2027 Operating and Capital Budget
Vice Mayor Wang	4/28/2026	Tri-Valley Democratic Club	Webinar	Presentation and discussion with community water experts on "The Future of Tri-Valley Water"
Vice Mayor Wang	4/30/2026	Pedrozzi Foundation	Presentation to CONNECT Youth program	Shared my personal story from English learner to first-gen college student
Vice Mayor Wang	4/30/2026	League of California Cities	East Bay Division meeting	Legislative presentation and discussion on e-bikes
Vice Mayor Wang	5/4/2026	Livermore Amador Valley Transit Authority	Monthly Board meeting	Discussed FY2026 Wheels Dial-A-Ride customer satisfaction survey results; received update on LAVTA 2026 Zero Emission Transition Plan; discussed draft FY2027 Operating and Capital Budget
Vice Mayor Wang	5/7/2026	Alameda County Resource Conservation District (ACRCD)	East Bay Wildlife Connectivity Project - stakeholder meeting	Received project updates and priority site overview; discussed location prioritization, conceptual designs, and environmental approach and CEQA
Vice Mayor Wang	5/8/2026	Tri-Valley Knights of Columbus	32nd Annual Red, Blue, and Gold Awards Banquet	Congratulations to our Livermore honorees -- Officer Christopher Kutsuris of the Livermore Police Department and Fire Captain Jorge Diaz of the Livermore-Pleasanton Fire Department
Vice Mayor Wang	5/9/2026	City of Livermore	Litter pick-up at I Street Garage	About 30 community members participated!
Vice Mayor Wang	5/9/2026	Sakura Winery	Celebration of AANHPI Heritage Month and Livermore Valley Wine Month	6-hour celebration with community groups, vendors, performers, and HP Taco Truck; very well attended; thank you to City Council and County Sheriff Yesenia Sanchez for attending!
Vice Mayor Wang	5/9/2026	Asian Pacific American Public Affairs Association (APAPA), Tri-Valley Chapter	Asian Heritage Celebration	Two hours of performances by musicians and dancers representing diverse Asian cultures
Vice Mayor Wang	5/11/2026	Retzlaff Vineyards	Ribbon cutting	In celebration of its 50th anniversary

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Council Member Barrientos	5/8/2026	City of Livermore	Red White and Blue Awards Ceremony	The event was to honor the area's first responder
Council Member Barrientos	5/9/2026	Stop Waste	Stop Waste with Fertile Ground Works held a class	A class was held on composting. In attendance were folks from Sacramento, Tracy, Pleasanton, Dublin and Livermore
Council Member Barrientos	5/9/2026	City of Livermore	Mothers Day celebration	Ladies dressed in Mexican costumes performed in a Mother's celebration
Council Member Barrientos	5/9/2026	City of Livermore	AAPI Celebration	An event with vendors and Hawaiian music
Council Member Barrientos	5/9/2026	City of Livermore	Indian Cultural Festival	Several thousand in attendance celebrating Indian culture with dozens of vendors and at least a dozen elected officials
Council Member Barrientos	5/9/2026	Beer Aficionados	A gathering of dozens of beer makers at Las Positas	Dozens of beer makers offering a taste of what they have conjured up
Council Member Barrientos	5/9/2026	City of Livermore	AAPI	An event where many groups ranging from very young to over 65 performed cultural dances
Council Member Barrientos	5/10/2026	City of Livermore	Political	A gathering of candidates running for state and county seats

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type
Council Member Branning	4/29/2026	City of Livermore	Traffic Ad-Hoc Committee
Council Member Branning	4/30/2026	CalCities	East Bay Division Meeting
Council Member Branning	5/4/2026	Livermore Amador Valley Transit Authority	Board Meeting
Council Member Branning	5/8/2026	Knights of Columbus	Red, Blue, and Gold Ceremony
Council Member Branning	5/9/2026	Sakura Winery and HP Taco Truck	AAPI Heritage Month celebration
Council Member Branning	5/9/2026	Asian Pacific American Public Affairs	Asian Heritage Celebration
Council Member Branning	5/9/2026	Association of Indo Americans	Great Indian Food and Shopping Fest

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type	Summary of Meeting or Event
Council Member Dunbar	4/28/2026	Livermore Pleasanton Fire Department Joint Powers Authority	Board Meeting	Budget approval and update regarding new Asset Management Platform
Council Member Dunbar	4/30/2026	League of California Cities	East Bay Division Meeting	Ebike vs eMoto presentation from Mineta Transportation Institute professor and discussion
Council Member Dunbar	5/9/2026	City of Livermore	Volunteer Cleanup Day	1000 cigarette butts later at the Railroad parking garage
Council Member Dunbar	5/9/2026	Asian Pacific American Public Affairs Tri Valley	Heritage Month Performances	Great group of many different Asian backgrounds performing music and dance routines

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 11.2**

DATE: May 11, 2026

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. Materials received at the meeting

Prepared by: Helena Graves
Acting City Clerk

Approved by:



Marianna A. Burch
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



Received at the Livermore City Council meeting of:
May 11, 2026
Item 5.0

Item 5.0
Public Comment

FOR HELP:

upgrade@musiconestudios.com

Received at the Livermore City Council meeting of:
May 11, 2026
Item 5.0



endof10.org



MAKE YOUR COMPUTER SERVE YOU



LibreLocal 2026
Sunday, May 17, noon - 6pm
Livermore Public Library Community Room

YOUR FOUR ESSENTIAL SOFTWARE FREEDOMS:

- The freedom to use the program for any purpose.
- The freedom to study and modify your own copy of the program's source code.
- The freedom to sell or give away exact copies of the program.
- The freedom to sell or give away your own modified versions of the program.

REASONS TO UPGRADE TO GNU/LINUX

- MORE STABLE
- MORE SECURE
- MORE USER-FRIENDLY
- NO SUBSCRIPTION FEES
- NO VENDOR LOCK-IN
- NO SNOOPING

FOR HELP:

upgrade@musiconestudios.com



endof10.org





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GNU/LINUX

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- NO VENDOR LOCK-IN
- NO SNOOPING

LIVERMORE
CALIFORNIA

INTEROFFICE MEMORANDUM

Date: May 12, 2026

To: Brent Smith, Community Development Director
Helena Graves, Acting Assistant City Clerk

From: Joel Waxdeck, City Engineer J.W.
Farnoush Levers, Assistant City Engineer
Jarrett Rasmussen, Acting Senior Civil Engineer

Subject: Item 6.3: Resolution approving Final Parcel Map 11186, authorizing execution of a Subdivision Improvement Agreement for the Livermore Village site located at the southeast corner of the intersection of South L Street and Railroad Avenue, and accepting on behalf of the public, all real property offered for dedication within Final Parcel Map 11186 except for certain easements which the City Council reserves the right to accept at a future date.

This memo provides a revised Attachment D for the purpose of Additional Materials.

The attached revised Attachment D includes the Schedule of Performance of the DDLA added as page four which was inadvertently not included with the supplemental information for the May 11, 2026, City Council Meeting. The Schedule of Performance was referenced in the May 11, 2026 supplemental memorandum and by the City Attorney during the consideration of Item 6.3.

Attachment D: Revised DDLA Relevant Pages

AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AND LOAN AGREEMENT

by and between

CITY OF LIVERMORE

and

EDEN HOUSING, INC.
May 24, 2022

Prior Agreements:

1. Disposition and Development Agreement, dated November 27, 2018, approved by City Council Resolution No. 2018-197.

2. First Amendment to the DDLA, dated May 26, 2021 approved by City Council Resolution No. 2021-073.

a request for release of funds is not required. The City shall use its best efforts to conclude the environmental review pursuant to NEPA of the Undivided Parcel expeditiously.

Section 4.6 Insurance. Within the time specified in the Schedule of Performance, the Developer shall furnish to the City the type and amounts of insurance specified in Exhibit I, which may be modified from time to time by the City's Risk Manager upon written notice, provided that such modifications are commercially reasonable and reasonably financially feasible.

Section 4.7 Time Extensions. The City Manager shall have the authority to approve two extensions of the Schedule of Performance, as mutually agreed upon in writing between the Parties and which the City Manager deems reasonable and appropriate.

Section 4.8 Lease Back of the Undivided Parcel. Prior to the Close of Escrow on the Undivided Parcel, the parties shall enter into a Temporary Parking Lease for the Undivided Parcel in substantial conformance with Exhibit O wherein parking will be available for public parking until construction of the first phase of the Project commences and shall deposit an executed counterpart of the Temporary Parking Lease Agreement for the Undivided Parcel with the Escrow Holder. As further set forth in the Temporary Parking Lease Agreement, the lease shall be a triple net lease, with City responsible for payment of all costs it incurs during its lease of the Undivided Parcel. In addition, in consideration for the use of the Undivided Parcel during the lease period, City shall either pay directly or reimburse Developer for all third party costs incurred as a result of Developer's ownership of the property, including insurance, property taxes and assessments and any other expenses which are required to be paid directly by the Developer as part of the operation of the Undivided Parcel as temporary public parking. Any other expenses that the City shall be responsible for under the Temporary Parking Lease Agreement other than insurance, property taxes and assessments shall be subject to review and approval by the City prior to commitment or obligation by the Developer. City's obligations to reimburse Developer for insurance, property taxes and assessments under the Lease shall not exceed One Hundred Twenty Thousand ($120,000) per year, for the term of the lease, increasing 3% annually, or further Council approval shall be required.

Section 4.9 Air Rights to Housing Parcels. Prior to the Close of Escrow on the disposition of the Undivided Parcel the parties shall have taken the necessary steps to ensure that the City will receive the air rights to Parcels 1 and 3 at and above the elevation of 534 feet by modifying the Veterans Park Parcel accordingly. The intent of this paragraph is to ensure that the Project shall not exceed the entitled height elevation of 534, or 52 feet above the surface elevation (the benchmark elevation is 482 feet, measured from a monument at the corner of Railroad Avenue and L Street), provided, however, that the City shall provide Developer with a temporary access easement to access the air rights above Parcels 1 and 3 during construction of the Project. Veterans Park Parcel shall be dedicated back to the City as described in Section 8.10.

ARTICLE 5. DISPOSITION OF THE UNDIVIDED PARCEL

contractors), for itself, its successors and assigns, and transferees agrees that in the construction of the Project provided for in this Agreement:

(a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability, actual and perceived, medical condition, age, marital status, sex, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS), actual or perceived, or retaliation for having filed a discrimination complaint ("Nondiscrimination Factors"). The Developer will take affirmative steps to ensure that applicants are employed by the Developer, and that its employees are treated without regard to the Nondiscrimination Factors during employment including, but not limited to, activities of: upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to its employees and applicants for employment, the applicable nondiscrimination clause set forth herein.

(b) The Developer will ensure that its solicitations or advertisements for employment are in compliance with the aforementioned nondiscrimination factors; and

Section 8.9 Insurance Requirements. Developer, its contractors, subcontractors and/or agents shall furnish or cause to be furnished to the City duplicate originals of insurance policies, complete with additional insured and loss payee endorsement, as applicable pursuant to this Agreement. Developer shall, until Developer's obligations under this Agreement are paid and discharged in full, maintain and keep in full force and effect any insurance required by City, issued by companies approved and regulated by the State Department of Insurance in the amounts and terms set forth in Exhibit I. Upon reasonable written notice, Developer shall comply with any changes to the amounts and terms of insurance as may be required from time to time by the City's Risk Manager, provided that such changes are commercially reasonable and reasonably financially feasible.

Section 8.10 Dedication of Veterans Park Parcel. Developer shall dedicate the Veterans Park Parcel (Parcel 2) back to the City upon recordation of the Final Map and upon construction finance closing for the first phase of the Project, at the time specified in the Schedule of Performance. Parcel 2 shall have air rights over Parcels 1 and 3, as described in Section 4.10 above. Parcel 2 shall also be dedicated to the City free and clear of any encumbrances created by the Developer that have not been authorized by the City. Notwithstanding the foregoing, City hereby acknowledges and agrees that City will grant certain temporary construction easements to Housing North Developer and Housing South Developer necessary for the construction of the Project, in form and substance as mutually agreed upon by the Parties.

The parties hereto agree that irreparable damage would occur in the event Section 8.10 of this Agreement was not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or in equity.

Schedule of Performance

#	Milestone	Due Date/Completion Date
Pre-Development		
1	Insurance Requirements Fulfilled	Completed
2	Organization Documents	Completed
3	Complete Site Due Diligence	Completed
4	Obtain Planning Approval/Development Entitlements	Completed
5	Preliminary Pro Forma	Completed
6	Appraisal	Completed
7	Predevelopment Loan	Completed
Prior to Close of Escrow on Undivided Parcel		
8	Final approved Regulatory Agreement and Prommissory Note For A&R DDLA	23-May-22
9	CC Approval of Amended and Restated DDLA	23-May-22
10	Federal Environmental Review and Clearance	22-Jul-22
11	Submit Application for Minor Amendment to Tentative Map	1-Jun-22
Close of Escrow on Undivided Parcel		30-Sep-22
Pre-Construction		
12	Financing Commitments	2 years post-litigation
13	Final Pro Forma	2 years post-litigation
14	Developer Submit Draft Final Map and Public Improvement Plans for review	2 years, 3 months post-litigation
15	Developer Submit draft Building Permit Plans for review	2 years, 3 months post-litigation
16	City Council Approval of Final Parcel Map, including acceptance of Veterans Park Parcel, Subdivision Improvement Agreement, & Public Improvement Plans	5 months post submittal (line 14)
17	Developer Dedicates Veterans Park Parcel to City via Final Map	On or before first phase construction financing closing
18	Close of Escrow on all Construction Financing	2 years + 194 days post-litigation
Commence Construction Phases 1 & 2		Within 60 days of City Issuance of Final Building Permit Plans for each phase
Complete Constructions Phases 1 & 2		3 years post commencement of each phase

Helena Graves

From: BERNARD CABANNE [redacted]
Sent: Monday, May 11, 2026 12:05 PM
To: City Clerk; BERNARD CABANNE
Subject: Fwd: Monday 5/11/2026 Item 8---Draft General Plan 2045

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

May 11,2026
RE: Item --Comprehensive General Plan Update
Dear City Council Members;

Please consider the following comments and possible revisions to the Draft General Plan Update 2045:

Section 9 Air Quality ---Regulating Air Pollution p. 9-25
Livermore can implement additional policies to reduce air pollution in an non-attainment air basin. Please consider the following data:

1. " The Tri-Valley cities, including Livermore....exceed ozone and fine particulate matter (PM2.5) levels periodically" making it a non-attainment air basin. (p.9-25 Draft General Plan (DGP).
The Air Impacts Associated with this proposed General Plan could be significant and Unavoidable in a non-attainment Air Basin.

A.The proposed General Plan 2045 will make it difficult for the East County to meet Clean Air Standards of 2017. Livermore triggered 56 spare the air days in 2020.The American Lung Association has identified Alameda County as among the top 25 most polluted counties in the United States in terms of daily particulate matter readings (American Lung Association State of the Air 2022 p19)

B. "Hospitalizations directly related to air pollutants in the Tri-Valley rose substantially in the last decade. Premature deaths due to air pollution rose from 2,600 in 1990 to 8,300 in 2015; asthma emergency room visits rose from 1,000 in 1990 to 3,400 in 2015. (Even before Covid, one can see the trend of serious health impacts due to air pollutants is significantly higher.) "It is well known that air pollutants also increase lung and heart disease, increase asthma in children, and interfere with oxygen transport to the brain and sensitive organs." (Tri-Valley Air Quality Community Alliance research packet)(TVAQCA). "Air pollutants specifically affect pregnant women, infants, children, the elderly and individuals with compromised immune systems.(American Lung Association State of the Air 2022 p22).

“CEQA calls upon an agency such as the City Council to evaluate existing conditions(non-attainment air basin, 2022 air data, and new Clean Air Standards 2017 in order to assess whether a project/General Plan could exacerbate hazards that are already present. (California Building Industry Assoc., supra 62, Cal.App.4th p388) ”

Additionally, "When disclosing and assessing a General Plan's impacts and environmental effects, a lead agency must also assess human health and safety. (California Building Industry Assn. v Bay Area Air Quality Management District (201562,Cal. App.4th 369,386,21083(b), San Lorenzo Valley Community Associates for Responsible Education v. San Lorenzo Valley Unified School District (2006) 139 Cal.App.4th 1356, 1372.

In view of the above air quality data, please consider adding the following revisions to Draft General Plan 2025 :

1. Add a policy requiring the sale of GAMI UL 100 unleaded gas at the Livermore Airport (LVK). Livermore cannot control the air pollution from cars and trucks on freeways, but cars and trucks must have catalytic converters.
TVQCA states that air pollution in the Tri-Valley can be significantly reduced by offering unleaded aviation fuel for piston engine aircraft at LVK. (TVQCA newsletters)

2. Consider banning the use of diesel powered landscaping equipment within city limits. Offer grants to replace existing equipment.

3. Section 10 Noise Element
Policy N-4.5 Airport Voluntary Noise Abatement.
Encouraging voluntary noise abatement is not sufficient and not enforceable.
Please include provisions that are enforceable and have consequences.

4. Section 11 Safety Element
Policy S-12.3 Airport Layout Plan
Please include updated Regional Water Quality Control Board Findings for PFAS testing at LVK, especially testing in the area of Hangar S-1 and how this might affect airport layout and possible expanded uses.

Human health and safety must be the top priorities for the General Plan 2045.
Best,
Donna Cabanne
Livermore resident ,member of the Center of Biological Diversity, UnleadLVK

Livermore Valley
CHAMBER of COMMERCE

City of Livermore

May 11, 2026

1052 S. Livermore Ave.

Livermore, CA 94550

Attention: City Council

Subject: Draft General Plan 2045

Dear City Council Members, Mayor & City Staff,

I come before you today representing the Livermore Valley Chamber of Commerce and business owners and workers in Livermore. Representing businesses of all sizes and industries that currently operate in the City of Livermore.

We deeply appreciate the effort and care that went into developing a plan of this scale and importance. Crafting a general plan is no small task as it requires thoughtful coordination, long-term vision, and a commitment to serving the community's evolving needs. I would like to focus tonight on how this plan plays a critical role in shaping the future of Livermore's commercial/industrial sector.

An essential part of that vision is maintaining Livermore as a welcoming home for commercial and industrial enterprises. These sectors are foundational to the local economy, and their continued presence supports job creation, innovation, and overall prosperity and economic vitality.

The general plan provides a framework for ensuring that businesses continue to see Livermore as a place where they can thrive and grow. They are an important contributor to the city's financial strength enabling the city to maintain its infrastructure and provide for our great quality of life.

Sustaining the right balance between housing and jobs remains vital. A healthy community depends on this equilibrium where residents have access to employment opportunities close to home, and businesses benefit from a stable, local workforce. By keeping this balance in focus, which requires adequate space zoned for commercial/industrial growth, Livermore can continue to flourish.

Received at the Livermore City Council meeting of:
May 11, 2026
Item 8.1

This is a solid plan and please keep the future needs of the commercial/industrial sector in mind as it moves forward. We acknowledge the work the city staff and the General Plan Advisory Committee has invested in planning for our future.

We support this recommendation for the general plan and encourage adoption of this plan. Thank you for your attention to this critical element of our economic future.

Sincerely,

Sherri Souza

CEO/President

2157 First St

Livermore, CA 94550

925-447-1606

www.LivermoreChamber.org