LIVERMORE
CALIFORNIA

CITY COUNCIL

AGENDA
MONDAY, FEBRUARY 12, 2024

REGULAR MEETING – 7:00 PM

CLOSED SESSION - 6:30 PM

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

IN PERSON INFORMATION:
CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBERS
1016 S. LIVERMORE AVENUE

ZOOM IS CURRENTLY SUSPENDED UNTIL FURTHER NOTICE

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

TV29:
Comcast TV Channel 29
tv29live.org

John P Marchand, Mayor
Robert W Carling, Vice Mayor
Ben Barrientos, Council Member
Evan Branning, Council Member
Brittni Kiick, Council Member

1. CLOSED SESSION - 6:30 PM

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

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

1.1 Anticipated Litigation – To meet with the City Attorney pursuant to Government Code section 54956.9(e) because there is significant exposure to litigation against the City based on existing facts and circumstances. (One Case)

§ 54956.9(e)(2) – Facts and circumstances including, but not limited to, an accident, disaster, incident, or transactional occurrence that might result in litigation against the agency and that are known to a potential plaintiff or plaintiffs.

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Brittni Kiick
Vice Mayor Robert W. Carling
Mayor John Marchand

PLEDGE OF ALLEGIANCE

REPORT OF ACTION TAKEN IN CLOSED SESSION

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Airport Commission annual update, presented by Chair Darin Bishop.

Recommendation:
Staff recommends the City Council accept the Airport Commission annual update.

Staff Report

4. OPEN FORUM

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

Open Forum will reconvene before the meeting adjourns.

5. CONSENT CALENDAR

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

5.1 Approval of draft minutes - January 22, 2024 Regular Meeting.

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

Staff Report
Attachments:
1. Draft 2024-01-22

5.2 **Adopt an ordinance** to levy special taxes within Community Facilities District 2023-2 (Arroyo Vista Maintenance and Services) located on the east and west side of the Arroyo Seco Channel along Las Positas Road.

Recommendation:
Staff recommends the City Council adopt an ordinance to levy special taxes within Community Facilities District 2023-2 (Arroyo Vista Maintenance and Services).

Staff Report
Attachments:
1. Ordinance

5.3 Resolution authorizing the acceptance for permanent maintenance, release of security bonds, and execution of a Notice of Completion for the 2023 Storm Damage Repair (Non-Arroyo Mocho Sites) Debris Removal Project S202300A, and Permanent Repair Project S202300P.

Recommendation:
Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the 2023 Storm Damage Repair (Non-Arroyo Mocho Sites) Debris Removal Project S202300A, and Permanent Repair Project S202300P, and authorizing the City Manager to sign the Notice of Completion.

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

5.4 Resolution approving Final Tract Map 8379 Arroyo Vista - Phase 1, and authorizing execution of a Subdivision Improvement Agreement for the Arroyo Vista Project located on the west side of the Arroyo Seco Channel along Las Positas Road.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Approving Final Tract Map 8379;
2. Authorizing execution of the Subdivision Improvement Agreement for Tract 8379 which includes a 12-month extension (24 months in total) to complete the required improvements; and
3. Accepting, on behalf of the public, all real property offered for dedication within Final Tract Map 8379 in conformance with the terms of the offer, except for the following, which the Council rejects at this time, reserving the right to accept the offer at a future date: Public Utility Easement (P.U.E), Public Water Line Easement (P.W.E), and Sanitary Sewer Easement (S.S.E.), Public Service Easement (P.S.E), Public Access Easement (P.A.E), Parcel X (Vilana Street), Parcel W (Marengo Loop), Las Positas Road and Arroyo Vista Roadway Dedications, and Emergency Vehicle Access Easement (E.V.A.E.).

Staff Report
Attachments:
1. Vicinity Map
2. Resolution
3. Exhibit A - Final Tract Map 8379
4. Exhibit B - Subdivision Improvement Agreement

5.5 Resolution authorizing establishment of Administrative Guidelines for the deferral of Downtown Parking In-Lieu Fees.

Recommendation:
Staff recommends City Council adopt a resolution establishing Administrative Guidelines authorizing the Community Development Director to defer payment of Downtown Parking In-Lieu Fees.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - Administrative Guidelines

6. PUBLIC HEARINGS - NONE.

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

7. MATTERS FOR CONSIDERATION - NONE.

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

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

9. ADJOURNMENT

To a Regular City Council meeting on Monday, February 26, 2024 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

10. SUPPLEMENTAL MATERIALS

10.1 Supplemental materials received prior to the meeting.

Staff Report
Attachments:
1. Supplemental Materials

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

11. HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING

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

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

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

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

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

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

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

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

Submission of Comments During the Meeting:

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

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

TV29: tv29live.org Comcast Cable 29

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

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

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

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

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE

CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@LIVERMORECA.GOV OR CALL (925) 960-4170 (VOICE) OR (925) 960- 4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.

LIVERMORE
CALIFORNIA

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

DATE: February 12, 2024

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Airport Commission annual update, presented by Chair Darin Bishop.

RECOMMENDED ACTION

Staff recommends the City Council accept the Airport Commission annual update.

SUMMARY

The Airport Commission presents the annual update report detailing past accomplishments and airport activity.

DISCUSSION

ATTACHMENTS

Prepared by: Benedict Stuth
Acting Airport Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

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

DATE: February 12, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of draft minutes - January 22, 2024 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Draft 2024-01-22

Prepared by: Debbie Elam
Acting City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

CITY COUNCIL
JANUARY 22, 2024

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 and YouTube.

ROLL CALL – Present: Mayor John Marchand, Council Members Ben Barrientos, Evan Branning and Brittni Kiick.

Absent: Vice Mayor Carling

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Library Board of Trustees annual update presented by Chair Richard Hunt.

Chair Richard Hunt presented the annual update.

3.2 Citywide Strategic Plan Annual Update presented by Stephanie Egidio, Assistant to the City Manager.

Stephanie Egidio, Assistant to the City Manager presented the 2023-2028 Citywide Strategic Plan annual update.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

Donna Cabanne, provided a comment.

Trish Munto, provided a comment.

Mark Buck, provided a comment.

Carol Silva, provided a comment.

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

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

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

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY COUNCIL MEMBER KIICK AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR.

5.1 Approval of draft minutes - January 8, 2024 Regular Meeting.

5.2 Resolution 2024-005 authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the 2023 Storm Damage Repair (Arroyo Mocho Sites) Debris Removal Project No. S202300A, and Permanent Repair Project No. S202300P.

5.3 Resolution 2024-006 authorizing execution of an agreement with Schaaf and Wheeler Consulting Civil Engineers, in an amount not-to-exceed $681,701 with a term ending December 30, 2025, to provide design and construction support services for large trash capture devices in connection with Storm Drain Trash Capture Project 2024-25.

5.4 Resolution 2024-007 authorizing a supplemental appropriation in the amount of $50,000 in FY 2023-24 and awarding an agreement with GradeTech, Inc. in an amount not-to-exceed $394,216, for a duration not-to-exceed 60 working days, for the construction of the Montage Trail Connection to Collier Canyon Road Project 2019-44.

5.5 Resolution 2024-008 authorizing execution of an Affordable Housing Loan Agreement, Affordable Housing Regulatory Agreement, and Declaration of Restrictive Covenants and related documents with Tri-Valley REACH, Inc. for rehabilitation of an affordable shared home located at 772 Camden Common.

5.6 Resolution 2024-009 authorizing the execution of a first amendment to the agreement with Gary D. Nelson Associates, Inc., dba Nelson Connects for temporary accounting services increasing the total compensation by $110,000 for a total not-to-exceed amount of $200,000, extending the term of the agreement through July 2024.

5.7 Resolution 2024-010 accepting the Annual Comprehensive Financial Report (ACFR) and Other Audit Reports for the Fiscal Year ended June 30, 2023.

5.8 Update on Host Community Impact Fee Reserve Policy.

City Council received the update.

5.9 Resolution 2024-011 amending the City of Livermore Compensation Policy to reflect best practices.

5.10 Resolution 2024-012 of continued local emergency in response to impacts

from a series of severe storm events earlier this year.

6. PUBLIC HEARINGS

6.1 Public hearing, landowner election, declaration of results, and actions related to formation of Community Facilities District No. 2023-2 (Arroyo Vista Maintenance and Services) located on the east and west side of the Arroyo Seco Channel along Las Positas Road pursuant to the Mello-Roos Community Facilities Act of 1982.

Recommendation: Staff recommended the City Council take the following actions in connection with the proposed formation of Community Facilities District No. 2023-2:

1. Conduct the public hearing and consider written and oral protests;
2. Adopt the resolution of formation of a Community Facilities District;
3. Adopt a resolution calling a special landowner election for a community facilities district, and direct the City Clerk to complete the landowner elections;
4. Adopt a resolution declaring the results of the special landowner election and, if the election is successful, direct recording of Notice of Special Tax Lien; and
5. **Introduce an ordinance** levying special taxes within the CFD.

Senior Civil Engineer Farnoush Levers presented the staff report.

Mayor Marchand opened the public hearing.

There were no and the hearing was closed.

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY COUNCIL MEMBER KIICK AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTIONS:

Resolution of Formation 2024-013 of a Community Facilities District.

Resolution 2024-014 calling special landowner election for a community facilities district.

ON THE MOTION OF COUNCIL MEMBER BARRIENTOS, SECONDED BY COUNCIL MEMBER KIICK AND CARRIED ON A 4-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION AND INTRODUCED THE FOLLOWING ORDINANCE:

Resolution 2024-015 declaring results of special landowner election and directing recording of Notice of Special Tax Lien.

Ordinance introduced levying a special tax within City of Livermore Community Facilities District No. 2023-2 (Arroyo Vista Maintenance and Services)

7. MATTERS FOR CONSIDERATION - NONE

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

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

Make a Difference Festival, Pleasanton Council Member Barrientos noted his attendance on January 13, 2024.

Alameda County Mayors' Conference Council Member Kiick noted her attendance on January 10, 2024.

9. ADJOURNMENT – at 7:57 pm to a Regular City Council Meeting on Monday, February 12, 2024, at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

APPROVED: _____
JOHN P. MARCHAND, MAYOR

ATTEST: _____
DEBORAH L ELAM, ACTING CITY CLERK

LIVERMORE
CALIFORNIA

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

DATE: February 12, 2024

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: **Adopt an ordinance** to levy special taxes within Community Facilities District 2023-2 (Arroyo Vista Maintenance and Services) located on the east and west side of the Arroyo Seco Channel along Las Positas Road.

RECOMMENDED ACTION

Staff recommends the City Council adopt an ordinance to levy special taxes within Community Facilities District 2023-2 (Arroyo Vista Maintenance and Services).

SUMMARY

DISCUSSION

ATTACHMENTS

1. Ordinance

Prepared by: Farnoush Levers
Senior Civil Engineer

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE LEVYING A SPECIAL TAX WITHIN CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2023-2

(ARROYO VISTA MAINTENANCE AND SERVICES)

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

On December 11, 2023, this City Council (the "Council") adopted a resolution entitled "A Resolution of Intention to Establish a Community Facilities District" (the "Resolution of Intention"), and has conducted proceedings (the "Proceedings") to establish "City of Livermore Community Facilities District No. 2023-2 (Arroyo Vista Maintenance and Services)" (the "CFD") pursuant to the Act to finance certain municipal services (the "Services) as provided in the Act.

Pursuant to notice as specified in the Act, and as part of the Proceedings, the Council has held a public hearing under the Act relative to the determination to proceed with the formation of the CFD and a rate and method of apportionment of the special tax (the "Special Tax") to be levied within the CFD to finance the Services, and at such hearing all persons desiring to be heard on all matters pertaining to the formation of the CFD and the levy of the Special Tax were heard, substantial evidence was presented and considered by this Council and a full and fair hearing was held.

Upon the conclusion of the hearing, this Council adopted its "A Resolution of Formation of a Community Facilities District" (the "Resolution of Formation"), pursuant to which it completed the Proceedings for the establishment of the CFD, the authorization of the levy of the Special Tax within the CFD, and the calling of an election within the CFD on the propositions of levying the Special Tax and establishing an appropriations limit within the CFD.

On January 22, 2024, a special election was held among the landowner voters within the CFD at which such voters approved such propositions by the two-thirds vote required by the Act, which approval has been confirmed by resolution of this Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. *Authorization and Levy of the Special Tax*. By the passage of this Ordinance, the Council hereby authorizes and levies the Special Tax within the CFD pursuant to the Act, at the rate and in accordance with the rate and method of apportionment of Special Tax set forth in the Resolution of Formation, as it may be amended and supplemented from time to time, which rate and method is by this reference incorporated herein. The Special Tax is hereby levied commencing in fiscal year 2024-25 and in each fiscal year thereafter to pay for the Services for the CFD, as contemplated by the Resolution of Formation and the Proceedings, and all costs of administering the CFD.

Section 2. *Direction to Determine Special Tax*. The City Manager or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, in the manner and as provided in the Resolution of Formation.

Section 3. *Exemptions; Maximum Special Tax*. Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation and the applicable provisions of the Act. In no event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum Special Tax specified in the Resolution of Formation.

Section 4. *Use of Special Tax.* All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax.

Section 5. *Collection of Special Tax.* The Special Tax shall be collected in the same manner as ordinary ad valorem taxes are collected and shall have the same lien priority and be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of collection by resolution(s) of the Council. The City Manager of the City (or a designee) is hereby authorized and directed to provide all necessary information to the auditor/tax collector of the County of Alameda in order to effect proper billing and collection of the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Alameda for fiscal year 2024-25 and for each fiscal year thereafter until no longer required to pay for the Services or until otherwise terminated by the City.

Section 6. *Severability*. If, for any reason, any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the CFD shall not be affected.

Section 7. *Publication*. The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days of its passage at least once in a newspaper of general circulation circulated in the City or pursuant to such other procedure identified by the City Clerk.

Section 8. *Effective Date*. This Ordinance shall take effect 30 days from the date of final passage.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on January 22, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

The ordinance was adopted at the regular meeting of the City Council held on February 12, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

_____
Mayor, City of Livermore

ATTEST:

_____
Deborah L. Elam, Acting City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti
Tara Mazzanti, Assistant City Attorney

LIVERMORE
CALIFORNIA

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

DATE: February 12, 2024

TO: Honorable Mayor and City Council

FROM: Paul Spence, Assistant City Manager

SUBJECT: Resolution authorizing the acceptance for permanent maintenance, release of security bonds, and execution of a Notice of Completion for the 2023 Storm Damage Repair (Non-Arroyo Mocho Sites) Debris Removal Project S202300A, and Permanent Repair Project S202300P.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the acceptance for permanent maintenance and release of the security bonds for the 2023 Storm Damage Repair (Non-Arroyo Mocho Sites) Debris Removal Project S202300A, and Permanent Repair Project S202300P, and authorizing the City Manager to sign the Notice of Completion.

SUMMARY

On July 24, 2023, the City Council awarded the contract for construction of the 2023 Storm Damage Repair (Non-Arroyo Mocho Sites) Debris Removal Project No. S202300A, and Permanent Repair Project No. S202300P to RX Lodge, Inc. The contract was substantially completed on October 20, 2023, and can be accepted for permanent maintenance. The process to release the contractor's bonds can begin.

DISCUSSION

The 2023 Storm Damage Repair (Non-Arroyo Mocho Sites) Debris Removal Project No. S202300A, and Permanent Repair Project No. S202300P consisted primarily of repairing and stabilizing three locations, Arroyo Las Positas at Airway Blvd Culvert, Springtown Golf Drive Drainage Channel, and LARPD Sycamore Grove Park Trail near Wetmore Rd that were damaged during the 2022-23 winter storms. Attachment 1 shows the three repair locations. The project was completed in accordance with the contract documents in a manner acceptable to the City Engineer and can now be accepted for permanent maintenance. At time of award, the contractor provided a faithful performance bond guaranteeing completion of the project, and that bond must now be released. Six months after the date of the resolution accepting the project, the labor and materials bond guaranteeing the improvements should be reduced to an amount equal to any claims filed and of which notice has been given. The balance of the bond will be released upon the settlement of all claims and obligations for which the

security was given (there are no known claims at this time). The security for the guarantee and warranty of work shall remain in effect for one year from the date of the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

The original construction contract amount was $696,899 plus a 10 percent contingency for a total construction contract budget of $766,588. The final construction contract amount was $738,849, which is 6 percent above the original contract, based one (1) change order totaling $41,950 which consisted primarily of removing additional vegetation and debris within the Arroyo Las Positas along the Las Positas Golf Course. The final bid quantities were as anticipated. The project was funded by FEMA and the City's Storm Water Fund. The unused funding will be proportionally credited to those funds.

There will be no added expenses required to maintain these repairs.

COMMUNITY PILLAR

5: A City that Works

GOAL

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

ATTACHMENTS

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

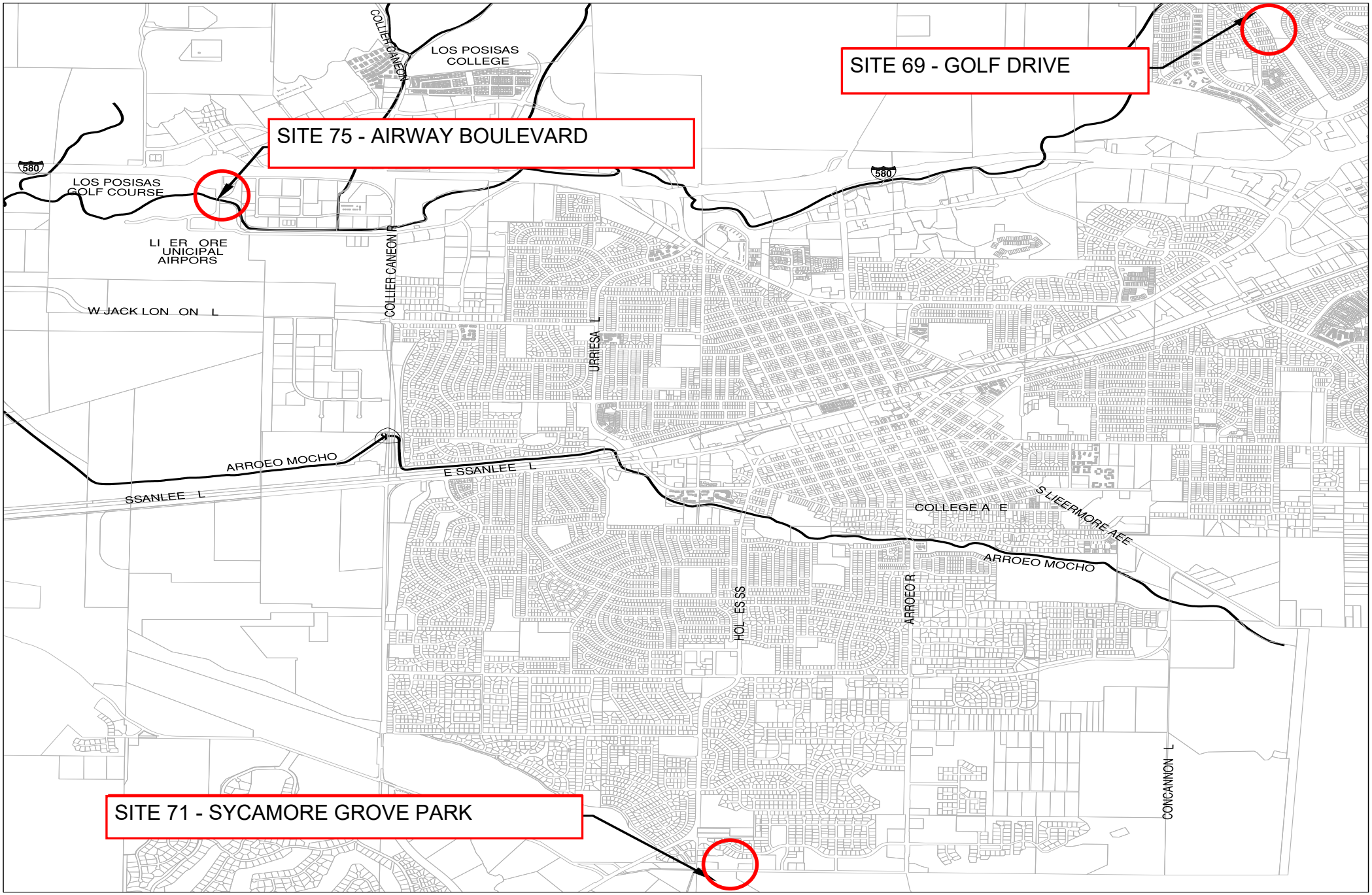
Prepared by: Mike Stamm
Construction Inspection Manager

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director


SITE 69 - GOLF DRIVE
SITE 75 - AIRWAY BOULEVARD
SITE 71 - SYCAMORE GROVE PARK
LOS POSISAS COLLEGE
LOS POSISAS GOLF COURSE
COLLIER CANEON R
URRIESA L
ARROEO MOCHO
E SSANLEE L
SSANLEE L
COLLEGE A E
S LIEERMORE AEE
ARROEO R
CONCANNON L
580

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING ACCEPTANCE FOR PERMANENT MAINTENANCE, RELEASE OF SECURITY BONDS, AND EXECUTION OF A NOTICE OF COMPLETION FOR THE 2023 STORM DAMAGE REPAIR (NON-ARROYO MOCHO SITES)

(2023 Storm Damage Repair – Non-Arroyo Mocho Sites – Debris Removal Project No. S202300A and Permanent Repair Project S202300P)

The City Engineer of the City of Livermore ("City") has filed with the City Clerk a report in writing that all work on the 2023 Storm Damage Repair (Non-Arroyo Mocho Sites) Debris Removal Project No. S202300A, and Permanent Repair Project No. S202300P ("Project"), has been completed to City standards. The Project is ready for acceptance by the City of Livermore for routine maintenance.

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

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

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

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

4. The City hereby accepts the improvements; and

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 12, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

_____
Deborah L. Elam
Acting City Clerk

APPROVED AS TO FORM:

/s/ Molly O'Toole
Molly O'Toole
Deputy City Attorney

Exhibit A – Notice of Completion

EXHIBIT A

NOTICE OF COMPLETION

City's Project No. S202300A & S202300P Date: February 13th, 2024

Project: 2023 Storm Damage Repair Debris Removal Project S202300A, & Permanent Repair S202300P

Contractor: RX Lodge, Inc

Contract For Construction of: 2023 Storm Damage Repairs Debris Removal & Permanent Repairs

Project or Specified Part Shall Include: All that work as set forth in the Bid Schedule(s) of the Bid Forms, as awarded by the City of Livermore pursuant to the Contract Documents for Public Works Project Nos. S202300A & S202300P

Document located at: 1052 S. Livermore Ave., Livermore, CA 94550 Contract Date: July 24,2023

The work performed under this contract was inspected by authorized representatives of the City, Contractor, and Engineer, and determined to be substantially complete on October 20, 2023. Some punch list items were not completed within the specified period per Section 5.2 of the contract. The City elects to accept the Project and record the Notice of Completion and withhold monies as allowed by the California Contract Code, including 150 percent of City's estimated cost to complete the remaining punch list items from Final Payment or Retention as a disputed amount.

ENGINEERING DIVISION
Engineer

By _____
Mike Stamm, Const Insp Manager

The Contractor hereby accepts the above Notice of Completion

RX Lodge, Inc.
Contractor

By _____
Jeffrey Pike, President

The City accepts the project or specified area of the project to have reached final completion and will assume full possession of the Project or specified area of the Project at 8:00 am, on 2/13/2024. The responsibility for heat, utilities, security, and insurance under the Contract Documents will be assumed by the City after that date. Nature of interest of owner: Fee.

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

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

FOR THE CITY OF LIVERMORE

By _____
Marianna Marysheva, City Manager Date

LIVERMORE
CALIFORNIA

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

DATE: February 12, 2024

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution approving Final Tract Map 8379 Arroyo Vista - Phase 1, and authorizing execution of a Subdivision Improvement Agreement for the Arroyo Vista Project located on the west side of the Arroyo Seco Channel along Las Positas Road.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Approving Final Tract Map 8379;
2. Authorizing execution of the Subdivision Improvement Agreement for Tract 8379 which includes a 12-month extension (24 months in total) to complete the required improvements; and
3. Accepting, on behalf of the public, all real property offered for dedication within Final Tract Map 8379 in conformance with the terms of the offer, except for the following, which the Council rejects at this time, reserving the right to accept the offer at a future date: Public Utility Easement (P.U.E), Public Water Line Easement (P.W.E), and Sanitary Sewer Easement (S.S.E.), Public Service Easement (P.S.E), Public Access Easement (P.A.E), Parcel X (Vilana Street), Parcel W (Marengo Loop), Las Positas Road and Arroyo Vista Roadway Dedications, and Emergency Vehicle Access Easement (E.V.A.E.).

SUMMARY

City Council approved Vesting Tentative Tract Map 8379 (SUB16-010) Arroyo Vista for the development of 435 residential units located on the east and west side of the Arroyo Seco Channel along Las Positas Road. The first phase of the tentative map, Tract 8379, consists of 86 single family homes and 109 townhome units, and is located on the west side of the Arroyo Seco Channel along Las Positas Road. The second phase of the tentative map, Tract 8689, consists of 132 townhomes and 108 duet flats, and is located on the east side of the Arroyo Seco Channel along Las Positas Road and Bennett Drive. TH Arroyo Vista LLC, a California Limited Liability Company (Developer) has completed the Final Tract Map - Phase 1 and a Subdivision Improvement Agreement in substantial conformance with Vesting Tentative Tract Map 8379 and the conditions of approval.

The proposed Subdivision Improvement Agreement will secure the construction of the public and private

improvements. Public improvements include public sewer, water, lighting, multi-use trail, pedestrian bridge, streets and sidewalks, buffered bike lanes, and new traffic signals at the intersection of Las Positas Road and Arroyo Vista as well as Las Positas Road and Contractors Street. Private improvements include private streets, sidewalks, storm drain, open space, bio-retention basins, and lighting. Final Tract Map 8379 can now be approved. All real property offered for dedication on Final Tract Map 8379 can be accepted at this time, except for the following: Public Utility Easement (P.U.E), Public Water Line Easement (P.W.E), Sanitary Sewer Easement (S.S.E.), Public Service Easement (P.S.E), Public Access Easement (P.A.E), Parcel X (Vilana Street), Parcel W (Marengo Loop), Las Positas Road and Arroyo Vista Roadway Dedications, and Emergency Vehicle Access Easement (E.V.A.E.), reserving the right to accept the offers at a future date.

DISCUSSION

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

The property owner and developer, TH Arroyo Vista LLC, a California Limited Liability Company (Developer), has completed Tract Map 8379 and improvement plans, which staff has found to be in substantial conformance with the conditions of approval for Vesting Tentative Tract 8379. The improvement plans have been approved and are on file with the City Engineer. The Developer has entered into a low-income housing agreement with the City, which includes 13 affordable for-sale units for Phase 1.

The Developer is responsible for funding and constructing the private and public improvements required for this development. Public improvements include public sewer, water, lighting, landscaping, a public trail along the Arroyo Seco Channel, buffered bike lanes along Las Positas Road and Arroyo Vista, new public streets known as Vilana Street (connecting Las Positas Road and Arroyo Vista) and Marengo Loop (circulating through the new development), and new traffic signals at the intersection of Las Positas Road and Arroyo Vista as well as Las Positas Road and Contractors Street. Private improvements include private streets, sidewalks, storm drain, bio-retention basins, open space, and lighting. Community Facilities District 2023-2 (Arroyo Vista Maintenance and Services) was formed by City Council on January 22, 2024, to fund the public trail and landscaping along Las Positas Road. The CFD will also have an optional contingency item that would collect funding for the future long-term repair and replacement costs of a pedestrian bridge connecting the two phases of the project over the Arroyo Seco Channel upon completion of construction of the bridge. Per the conditions of entitlement, the Developer is required to construct a pedestrian bridge, but at this time, the Developer is currently pursuing an in-lieu alternative to the bridge that would provide the City with funding for additional community benefits such as bike lanes, trails, and pedestrian pathways. The Developer has submitted a Site Plan Design Review Modification (SPDRM) for an in-lieu bridge alternative which will be sent to Planning Commission and City Council for review.

The proposed Subdivision Improvement Agreement will secure the construction of the public and private improvements. The Developer has provided the required insurance and has provided bonds securing the

construction of improvements per the provisions of the Subdivision Improvement Agreement. The bonds are on file in the City Clerk's office. The bonds will be released once the public improvements have been completed and accepted by the City. 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.

The private infrastructure improvements, including storm drains, landscaping, and bio-retention basins will be privately maintained through the Homeowners Association. Staff has reviewed the Covenants, Conditions and Restrictions (CC&R's) and determined that the maintenance of this infrastructure has been adequately addressed.

Final Tract Map 8379 includes an offer of dedication for public streets, traffic signals, public water and sanitary sewer and a public Emergency Vehicle Access Easement. Staff recommends the Council reject the Public Utility Easement (P.U.E), Public Water Line Easement (P.W.E), Sanitary Sewer Easement (S.S.E.), Public Service Easement (P.S.E), Public Access Easement (P.A.E), Parcel X (Vilana Street), Parcel W (Marengo Loop), Las Positas Road and Arroyo Vista Roadway Dedications and Emergency Vehicle Access Easement (E.V.A.E.), reserving the right to accept the offers at a future date after these public improvements have been completed.

FISCAL AND ADMINISTRATIVE IMPACTS

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

Funding for other public infrastructure maintenance cost not covered by user fees is provided by the Community Facilities District No. 2023-2 (Arroyo Vista Maintenance & Services) which will be collected from the property owners. These annual maintenance costs include the offsite trail along the Arroyo Seco Channel for $5,400 and the landscape, drainage, and sidewalk along Las Positas Road for $90,300.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

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

ATTACHMENTS

1. Vicinity Map
2. Resolution
3. Exhibit A - Final Tract Map 8379

4. Exhibit B - Subdivision Improvement Agreement

Prepared by: Farnoush Levers
Senior Civil Engineer

Approved by:

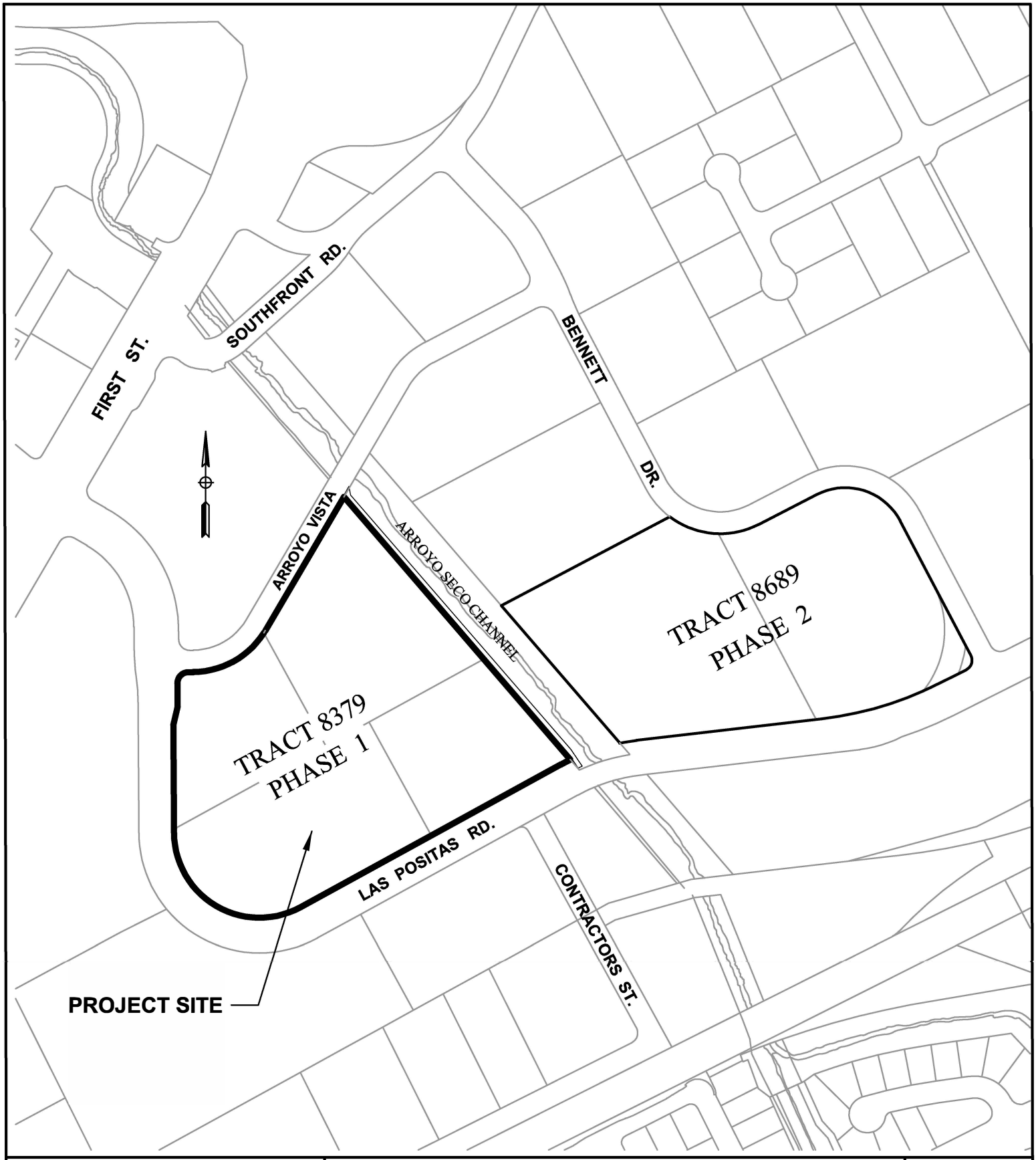


Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



CITY OF LIVERMORE CALIFORNIA

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

ATTACHMENT 1

VICINITY MAP - TRACT 8379

Sheet 1
Of 1
Scale: NONE

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING FINAL TRACT MAP 8379 ARROYO VISTA (PHASE 1), AUTHORIZING EXECUTION OF A SUBDIVISION IMPROVEMENT AGREEMENT FOR THE ARROYO VISTA PROJECT, AND ACCEPTING ON BEHALF OF THE PUBLIC ALL REAL PROPERTY OFFERED FOR DEDICATION WITHIN FINAL TRACT MAP 8379 EXCEPT FOR CERTAIN EASEMENTS WHICH COUNCIL RESERVES THE RIGHT TO ACCEPT AT A FUTURE DATE

(FINAL TRACT MAP 8379 – ARROYO VISTA PROJECT)

TH Arroyo Vista LLC, a California Limited Liability Company ("Developer") has presented a Final Map of Tract 8379 (SUB16-010) situated in the City of Livermore, County of Alameda, in accordance with the provisions of the California Subdivision Map Act ("Act") and the City of Livermore ("City") Development Code, attached to this resolution as Exhibit A. The Developer has presented a Subdivision Improvement Agreement providing for the improvements required as a condition of approval of Final Tract Map, attached to this Resolution as Exhibit B.

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

The City Attorney has reviewed the surety provided by TH Arroyo Vista LLC, to secure performance of the Subdivision Improvement Agreement as required by California and City law.

On July 24, 2017, the City Council adopted Resolution No. 2017-136 which, among other things, approved Vesting Tentative Tract Map 8379 Arroyo Vista Project (the "Project") subject to the conditions of approval. The City Council also determined that the Project was exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15182 (c), which exempts residential projects that implement a specific plan. Any potential impacts to the environment that may result due to approval of the proposed Tract Map and Subdivision Improvement Agreement were within the scope of the environmental review approved by Resolution No. 2017-135.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that, because any potential impacts to the environment that may be caused by approval of Final Tract Map 8379 and Subdivision Improvement Agreement were within the scope of the environmental review approved as part of Resolution No. 2017-135, 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 the Final Tract Map 8379, attached hereto as Exhibit A, is approved and all those parcels of

land, easements, and other legal interests in land offered for public use are accepted in conformity with the terms of the offer, except for the following which the City Council rejects at this time, reserving the right to accept the offers at a future date subject to Government Code sections 66477.2 and 7050:

Public Utility Easement, Public Water Line Easement, Public Sanitary Sewer Easement, Public Service Easement, Public Access Easement, Street Dedications including: Parcel X (Vilana Street), Parcel W (Marengo Loop), Las Positas Road and Arroyo Vista Roadway Dedications and Emergency Vehicle Access Easement.

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

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that the City Clerk is directed to execute the certificate attached to the Final Tract Map 8379 and affix the Seal of the City and to record the Final Tract Map 8379, 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 February 12, 2024, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST: APPROVED AS TO FORM:

_____ */s/ Kimberly Cilley*
Deborah L. Elam Kimberly Cilley
Acting City Clerk Senior Assistant City Attorney

Exhibit A – Final Tract Map 8379
Exhibit B – Subdivision Improvement Agreement

EXHIBIT A

TRACT 8379

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF A PARCEL FIVE, PARCEL SIX, PARCEL SEVEN, AND PARCEL EIGHT AS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003, IN DOCUMENT NUMBER 2003042833 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

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

NOVEMBER 2023

OWNER'S STATEMENT

THE UNDERSIGNED, ARROYO / LIVERMORE BUSINESS PARK, HEREBY STATES THAT THEY ARE THE OWNERS OF ALL LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED TRACT 8379, CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA CONSISTING OF 16 SHEETS, THIS STATEMENT BEING ON SHEET ONE THEREOF; THAT IT HAS CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DOES CONSENT TO THE MAKING AND RECORDATION OF SAID MAP; THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS AND PARCELS INTENDED FOR SALE BY NUMBERS WITH THEIR PRECISE LENGTH AND WIDTH.

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

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

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

1. THE UNDERSIGNED HEREBY DEDICATES AN EASEMENT TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC UTILITIES AND APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "PUE" (PUBLIC UTILITY EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP AND THE RIGHT TO ENTER UPON ALL SAID STRIPS OF LAND FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID PUBLIC UTILITIES AND APPURTENANCES THERETO.
2. THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT FOR PEDESTRIAN INGRESS AND EGRESS ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "PAE," (PUBLIC ACCESS EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP. ALL IMPROVEMENTS WITHIN SAID EASEMENT SHALL BE THE RESPONSIBILITY OF THE HOA FOR THE UPKEEP, MAINTENANCE AND REPAIRS.
3. THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT, RECONSTRUCT AND MAINTAIN WATER PIPES AND APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "WLE," (PUBLIC WATER LINE EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING WATER PIPES AND APPURTENANCES THERETO.
4. THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT, RECONSTRUCT AND MAINTAIN SANITARY SEWERS AND APPURTENANCES THERETO UNDER, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "SSE," (PUBLIC SANITARY SEWER EASEMENT) THEREON, ALL AS EMBRACED WITHIN THE BOUNDARY LINES UPON SAID MAP AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SANITARY SEWERS AND APPURTENANCES THERETO.
5. THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER, AN EMERGENCY VEHICLE ACCESS EASEMENT "EVAE", ON, OVER AND ACROSS THOSE CERTAIN STRIPS OF LAND DELINEATED HEREON AND DESIGNATED AS AND EMBRACED WITHIN THE BOUNDARY LINES OF HEREIN EMBODIED MAP FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES.
6. THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER A PUBLIC SERVICE EASEMENT "PSE", ON, OVER AND ACROSS THOSE CERTAIN STRIPS OF LAND DELINEATED HEREON AND DESIGNATED AS AND EMBRACED WITHIN THE BOUNDARY LINES OF HEREIN EMBODIED MAP FOR THE PURPOSE OF ACCESS TO THE BRIDGE FOR MAINTENANCE.

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

1. THE UNDERSIGNED DOES HEREBY RESERVE TO ITSELF, AND TO THE OWNERS, RESIDENTS, AND OTHERS DESIGNATED BY THE HOMEOWNERS ASSOCIATION, THE PARCELS DESIGNATED AS PARCEL A–R FOR PRIVATE STREET AND ACCESS PURPOSES, PARCEL S–V FOR COMMON OPEN SPACE PURPOSES, SAID PARCELS TO BE OWNED BY THE HOMEOWNERS ASSOCIATION AND MAINTAINED IN ACCORDANCE WITH THE CCR'S GOVERNING THIS PROJECT.
2. WE ALSO HEREBY RESERVE "PSDE" (PRIVATE STORM DRAIN EASEMENT) FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MAINTAIN PRIVATE STORM DRAIN FACILITIES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS. SAID EASEMENT SHALL BE GRANTED TO THE HOMEOWNERS ASSOCIATION BY SEPARATE INSTRUMENT.
3. THE "PRAE," (PRIVATE ACCESS EASEMENT) IS AN EASEMENT RESERVED FOR THE PRIVATE USE OF THE HOMEOWNERS AND RESIDENTS OF TRACT 8379; SAID EASEMENT IS RESERVED FOR THE PURPOSE OF INGRESS AND EGRESS TO THE LOTS WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP; SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC AND MAINTENANCE, REPAIR, AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENT IS THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION AS DETERMINED B THE APPROPRIATE COVENANTS, CONDITIONS, AND RESTRICTIONS GOVERNING TRACT 8379.

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

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

BY: _____

NAME: _____

TITLE: _____

DATE: _____

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 _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, 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:

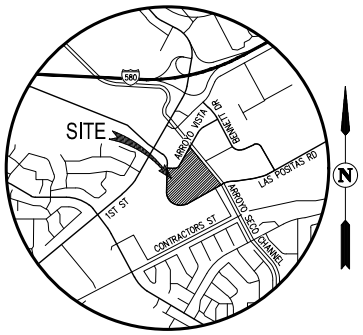
SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____



VICINITY MAP
NOT TO SCALE

CLERK OF THE BOARD OF SUPERVISOR'S

STATE OF CALIFORNIA} SS.
COUNTY OF ALAMEDA}

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

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

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

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

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

BY: _____
DEPUTY COUNTY CLERK

COUNTY RECORDER'S STATEMENT

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

FEE: $ _____ PD, SERIES NO. _____

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

BY: _____
DEPUTY CLERK

EXHIBIT A

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRUMARK, IN DECEMBER 2022.

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

I FURTHER STATE THAT "TRACT 8379", CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA IS A SUBDIVISION INTO LOTS AND PARCELS OF LAND CONTAINING 15.83 ACRES MORE OR LESS.

_____
DATE



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

CITY CLERK'S STATEMENT

STATE OF CALIFORNIA} SS.
COUNTY OF ALAMEDA}

I, MARIE WEBER, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP ENTITLED "TRACT 8379", CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA WAS PRESENTED TO THE COUNCIL OF THE CITY OF LIVERMORE AT A MEETING THEREOF HELD ON _____, 20__ , AND THE COUNCIL DID BY RESOLUTION NO. _____, APPROVE THE MAP AND ACCEPT ON BEHALF OF THE PUBLIC ALL THOSE PARCELS OF LAND, EASEMENTS AND OTHER LEGAL INTERESTS IN LAND OFFERED TO OR FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER, EXCEPT FOR THE FOLLOWING, WHICH THE COUNCIL DID REJECT AT THIS TIME (RESERVING THE RIGHT TO ACCEPT SAID OFFERS AT A FUTURE DATE, SUBJECT TO GOVERNMENT CODE SECTIONS 66427.2 AND 7050).

PUBLIC UTILITY EASEMENT (PUE)
PUBLIC WATER LINE EASEMENT (PWE)
PUBLIC ACCESS EASEMENT (PAE)
EMERGENCY VEHICLE ACCESS EASEMENT (EVAE)
SANITARY SEWER EASEMENT (PSSE)
PUBLIC SERVICE EASEMENT (PSE)

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

_____

MARIE WEBER, CITY CLERK AND CLERK OF THE CITY COUNCIL,
CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I, _____, R.C.E. NO._____ CITY ENGINEER OF THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "TRACT 8379" CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED VESTING TENTATIVE MAP AND ANY APPROVED AND ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE STATE LAWS AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ _____
DATE

PRINT NAME _____ R.C.E. NO. _____
CITY ENGINEER, CITY OF LIVERMORE
ALAMEDA COUNTY, CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, DAVID W ENKE, A LICENSED LAND SURVEYOR FOR THE CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "TRACT 8379," CITY OF LIVERMORE, ALAMEDA COUNTY, STATE OF CALIFORNIA AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

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



TRACT 8379

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF A PARCEL FIVE, PARCEL SIX, PARCEL SEVEN, AND PARCEL EIGHT AS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003, IN DOCUMENT NUMBER 2003042833 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

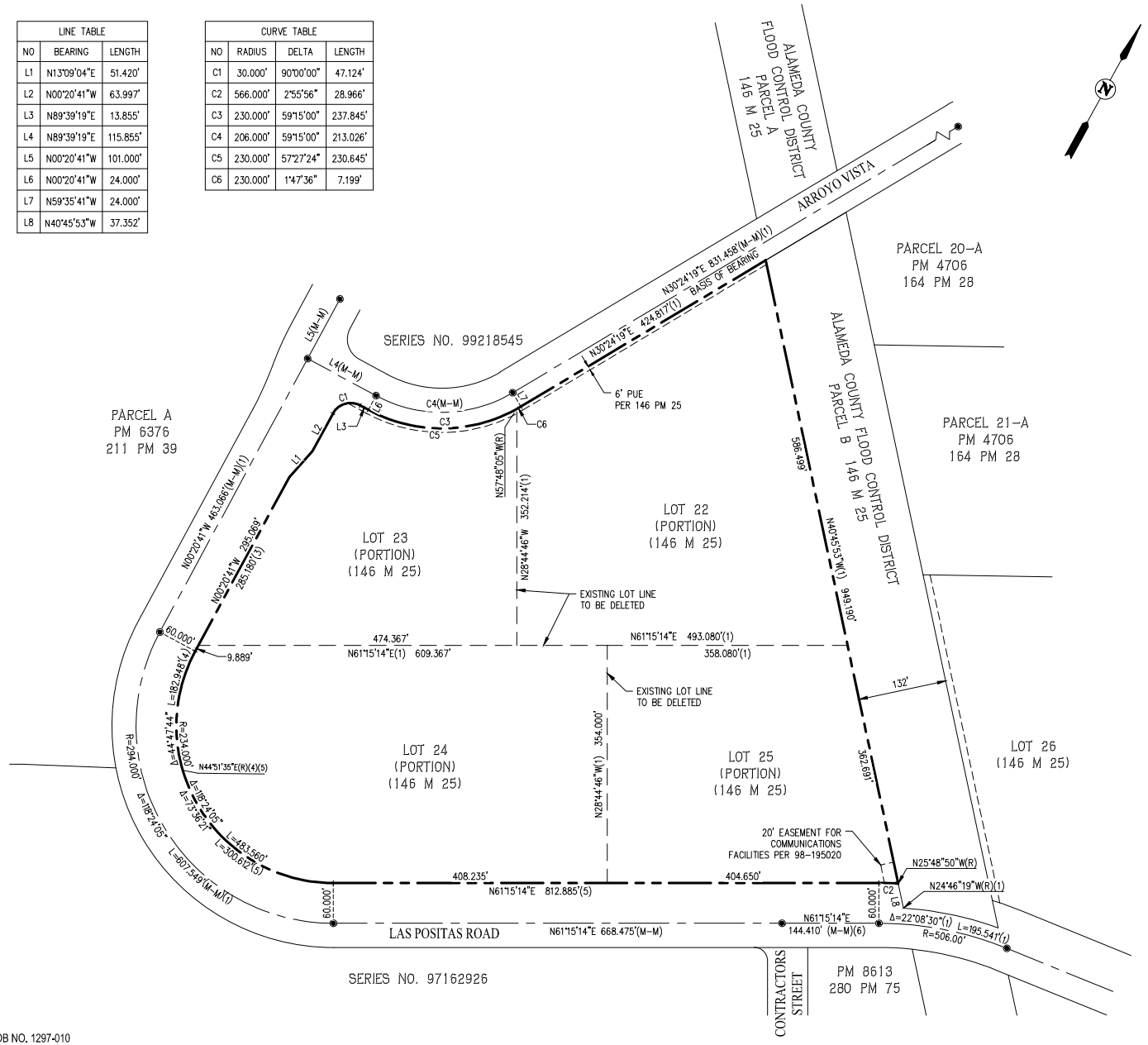
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NOVEMBER 2023

EXHIBIT A

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

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



BASIS OF BEARINGS:

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

LEGEND

———	EXISTING SUBDIVISION BOUNDARY LINE
———	RIGHT OF WAY LINE
———	LOT LINE
- - - -	EASEMENT LINE
——— — ———	MONUMENT LINE
----------	MONUMENT TIES
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-LL)	MONUMENT TO LOT LINE
◉	FOUND STANDARD STREET MONUMENT
◎	SET STANDARD STREET MONUMENT
○	SET 5/8" REBAR AND CAP, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PUBLIC ACCESS EASEMENT
PRAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PSE	PUBLIC SERVICE EASEMENT
SSE	PUBLIC SANITARY SEWER EASEMENT
PUE	PUBLIC UTILITY EASEMENT
WLE	PUBLIC WATER LINE EASEMENT

REFERENCES:

(#) INDICATES REFERENCE NUMBER
(1) PARCEL MAP 3756 (146 PM 25)
(2) PARCEL MAP 6986 (229 PM 89)
(3) GRANT DEED (93-393024)
(4) GRANT DEED (94-176894)
(5) GRANT DEED (94-176895)
(6) PARCEL MAP 8613 (280 PM 75)

NOTES:

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

TRACT 8379

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF A PARCEL FIVE, PARCEL SIX, PARCEL SEVEN, AND PARCEL EIGHT AS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003, IN DOCUMENT NUMBER 2003042833 ALAMEDA COUNTY RECORDS COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

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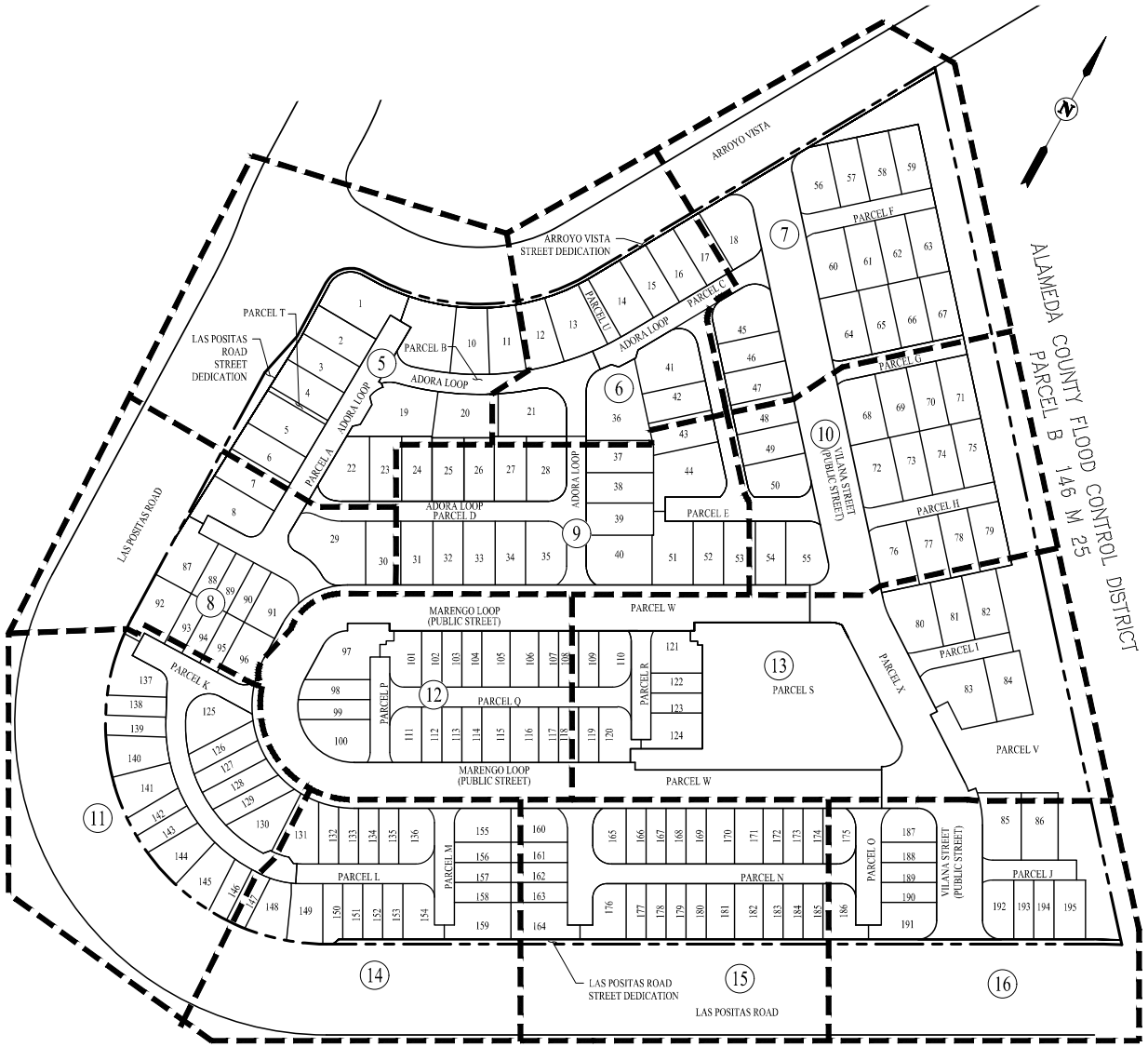
SCALE: 1" = 100' NOVEMBER 2023

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

JOB NO. 1297-010

SHEET 3 OF 16

EXHIBIT A



BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8379

CONSISTING OF 16 SHEETS
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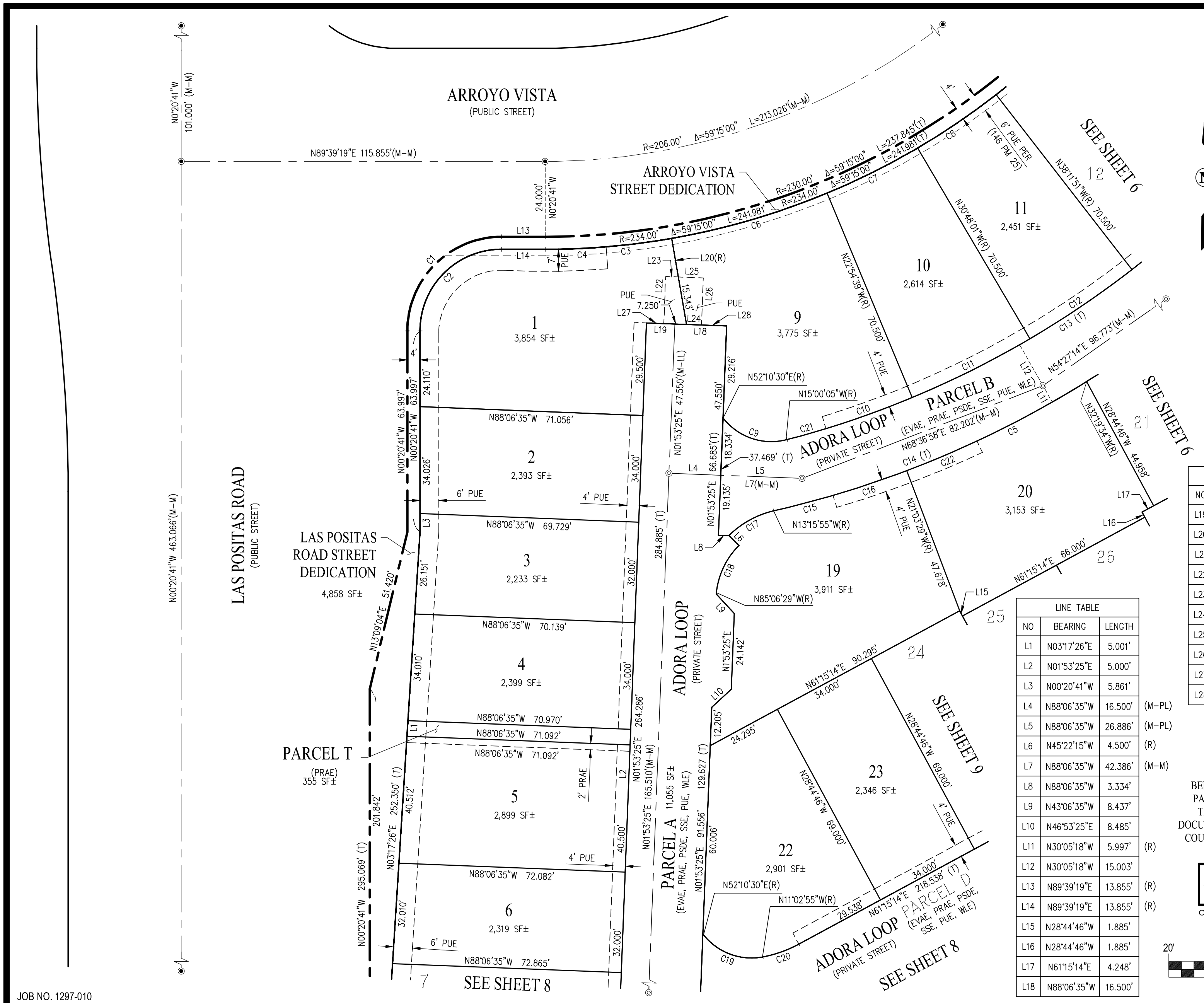
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SCALE: 1" = 80' NOVEMBER 2023

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

JOB NO. 1297-010

EXHIBIT A



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	30.000'	90°00'00"	47.124'
C2	26.000'	90°00'00"	40.841'
C3	234.000'	9°54'21"	40.456'
C4	234.000'	4°45'17"	19.419'
C5	325.500'	4°45'12"	27.005'
C6	234.000'	12°39'38"	51.706'
C7	234.000'	7°40'44"	31.361'
C8	234.000'	7°22'16"	30.104'
C9	19.500'	67°10'36"	22.863'
C10	304.500'	5°29'19"	29.169'
C11	304.500'	7°40'44"	40.809'
C12	304.500'	7°22'16"	39.173'
C13	304.500'	36°58'47"	196.530'
C14	325.500'	26°41'48"	151.665'
C15	325.500'	3°26'23"	19.541'
C16	325.500'	4°21'12"	24.731'
C17	29.500'	32°06'21"	16.530'
C18	25.000'	39°44'13"	17.339'
C19	19.500'	63°13'25"	21.517'
C20	39.500'	17°41'51"	12.201'
C21	304.500'	2°25'15"	12.866'
C22	325.500'	4°16'36"	24.297'

LINE TABLE			
NO	BEARING	LENGTH	
L1	N03°17'26"E	5.001'	
L2	N01°53'25"E	5.000'	
L3	N00°20'41"W	5.861'	
L4	N88°06'35"W	16.500'	(M-PL)
L5	N88°06'35"W	26.886'	(M-PL)
L6	N45°22'15"W	4.500'	(R)
L7	N88°06'35"W	42.386'	(M-M)
L8	N88°06'35"W	3.334'	
L9	N43°06'35"W	8.437'	
L10	N46°53'25"E	8.485'	
L11	N30°05'18"W	5.997'	(R)
L12	N30°05'18"W	15.003'	
L13	N89°39'19"E	13.855'	(R)
L14	N89°39'19"E	13.855'	(R)
L15	N28°44'46"W	1.885'	
L16	N28°44'46"W	1.885'	
L17	N61°15'14"E	4.248'	
L18	N88°06'35"W	16.500'	

LINE TABLE			
NO	BEARING	LENGTH	
L19	N88°06'35"W	9.000'	
L20	N10°15'02"W	27.804'	(LL)
L21	N88°06'35"W	7.250'	
L22	N01°53'25"E	15.000'	
L23	N88°06'35"W	4.023'	
L24	N88°06'35"W	4.750'	
L25	N88°06'35"W	7.977'	
L26	N01°53'25"E	15.000'	
L27	N88°06'35"W	12.750'	(LL)
L28	N88°06'35"W	12.750'	(LL)

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8379

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF A PARCEL FIVE, PARCEL SIX, PARCEL SEVEN, AND PARCEL EIGHT AS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003, IN DOCUMENT NUMBER 2003042833 ALAMEDA COUNTY RECORDS COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

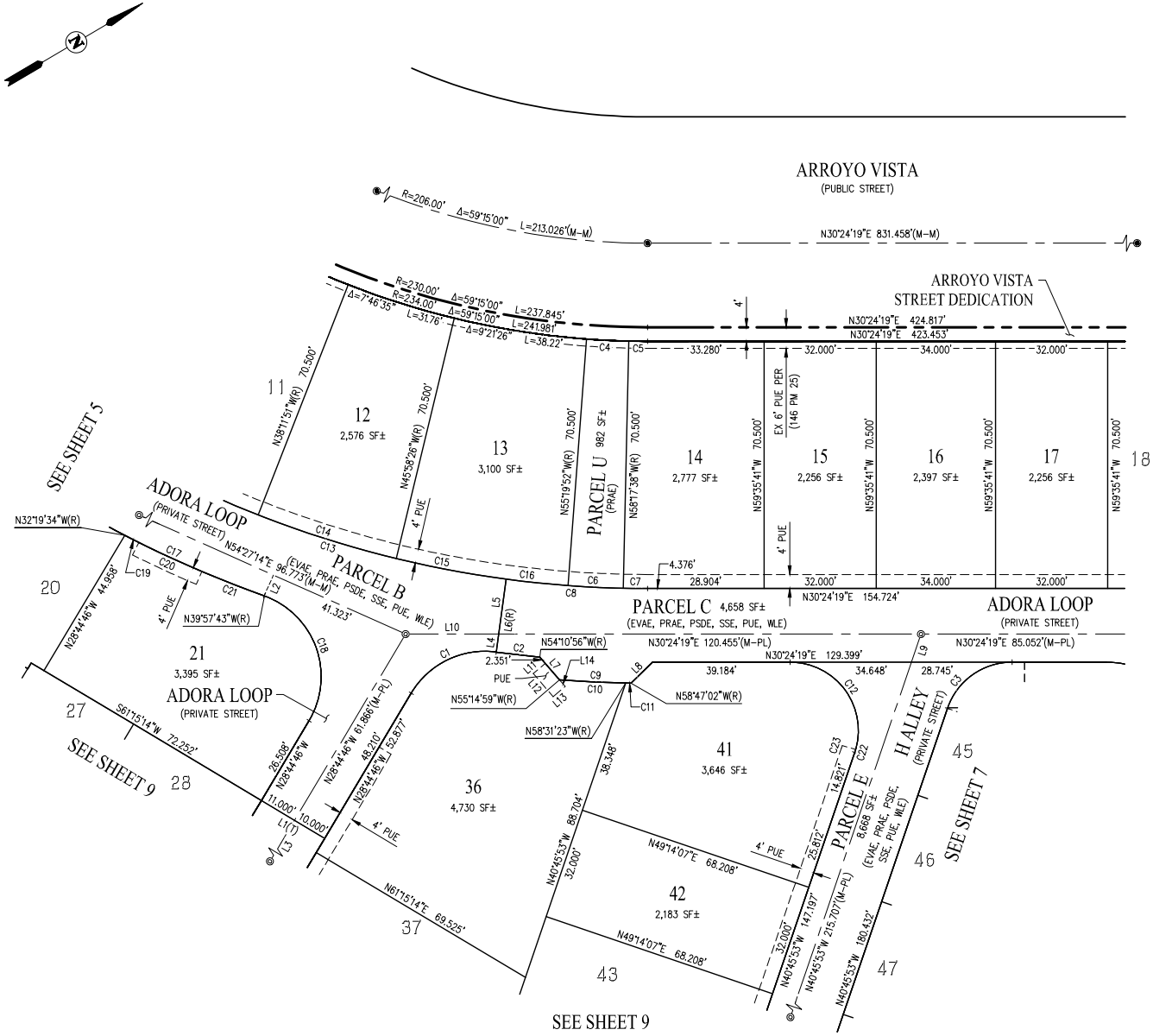
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SCALE: 1" = 20' NOVEMBER 2023

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

JOB NO. 1297-010

EXHIBIT A



LINE TABLE			
NO	BEARING	LENGTH	
L1	N61°15'14"E	21.000'	
L2	N35°32'46"W	6.479'	
L3	N28°44'46"W	80.000'	(M-PL)
L4	N51°58'52"W	5.176'	
L5	N51°58'52"W	21.000'	
L6	N51°58'52"W	15.824'	
L7	N79°42'52"E	8.571'	
L8	N13°44'53"W	8.566'	
L9	N40°45'53"W	8.452'	(M-PL)
L10	N30°24'19"E	68.988'	(M-PL)
L11	N10°17'08"W	4.500'	
L12	N79°42'52"E	8.667'	
L13	N09°57'03"W	4.500'	
L14	N79°42'52"E	2.473'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	24.500'	66°45'54"	28.549'
C2	325.500'	2°12'04"	12.504'
C3	19.500'	71°10'12"	24.222'
C4	234.000'	3°17'59"	13.476'
C5	234.000'	1°18'03"	5.313'
C6	304.500'	3°17'59"	17.536'
C7	304.500'	1°18'03"	6.914'
C8	304.500'	7°36'49"	40.462'
C9	331.500'	3°32'03"	20.448'
C10	331.500'	3°24'07"	19.682'
C11	331.500'	0°07'56"	0.765'
C12	19.500'	108°49'48"	37.039'
C13	304.500'	36°58'47"	196.530'
C14	304.500'	7°40'55"	40.826'
C15	304.500'	5°30'19"	29.259'
C16	304.500'	3°50'45"	20.439'
C17	325.500'	26°41'48"	151.665'
C18	24.500'	101°12'57"	43.280'
C19	325.500'	0°47'17"	4.477'
C20	325.500'	3°29'19"	19.819'
C21	325.500'	3°21'33"	19.083'
C22	19.500'	2°48'03"	0.953'
C23	15.500'	2°48'03"	0.758'

LEGEND
SEE SHEET 3 FOR LEGEND

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8379

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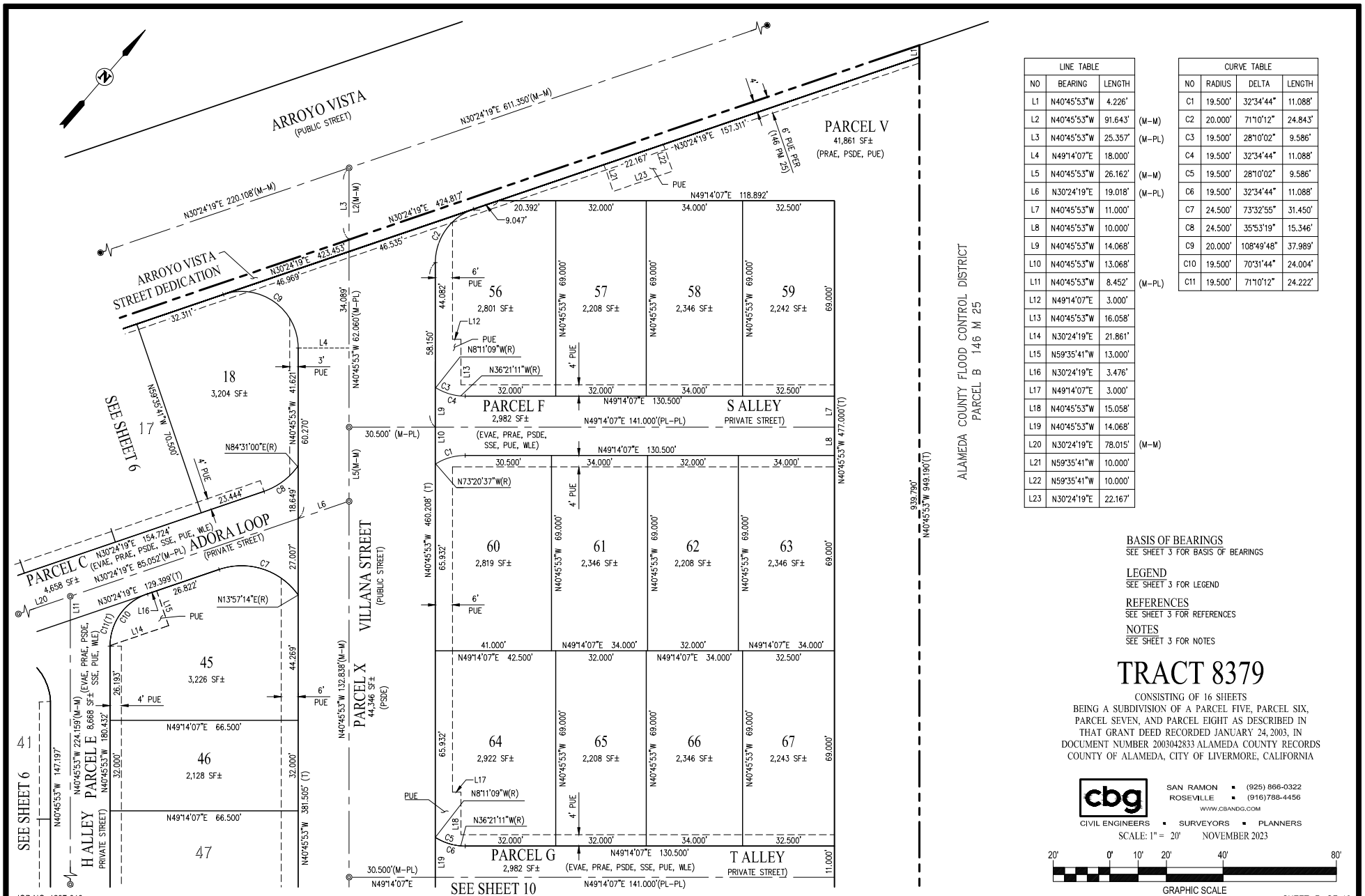
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SCALE: 1" = 20' NOVEMBER 2023

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

JOB NO. 1297-010

EXHIBIT A



LINE TABLE			
NO	BEARING	LENGTH	
L1	N40°45'53"W	4.226'	
L2	N40°45'53"W	91.643'	(M-M)
L3	N40°45'53"W	25.357'	(M-PL)
L4	N49°14'07"E	18.000'	
L5	N40°45'53"W	26.162'	(M-M)
L6	N30°24'19"E	19.018'	(M-PL)
L7	N40°45'53"W	11.000'	
L8	N40°45'53"W	10.000'	
L9	N40°45'53"W	14.068'	
L10	N40°45'53"W	13.068'	
L11	N40°45'53"W	8.452'	(M-PL)
L12	N49°14'07"E	3.000'	
L13	N40°45'53"W	16.058'	
L14	N30°24'19"E	21.861'	
L15	N59°35'41"W	13.000'	
L16	N30°24'19"E	3.476'	
L17	N49°14'07"E	3.000'	
L18	N40°45'53"W	15.058'	
L19	N40°45'53"W	14.068'	
L20	N30°24'19"E	78.015'	(M-M)
L21	N59°35'41"W	10.000'	
L22	N59°35'41"W	10.000'	
L23	N30°24'19"E	22.167'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	19.500'	32°34'44"	11.088'
C2	20.000'	71°10'12"	24.843'
C3	19.500'	28°10'02"	9.586'
C4	19.500'	32°34'44"	11.088'
C5	19.500'	28°10'02"	9.586'
C6	19.500'	32°34'44"	11.088'
C7	24.500'	73°32'55"	31.450'
C8	24.500'	35°53'19"	15.346'
C9	20.000'	108°49'48"	37.989'
C10	19.500'	70°31'44"	24.004'
C11	19.500'	71°10'12"	24.222'

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8379

CONSISTING OF 16 SHEETS
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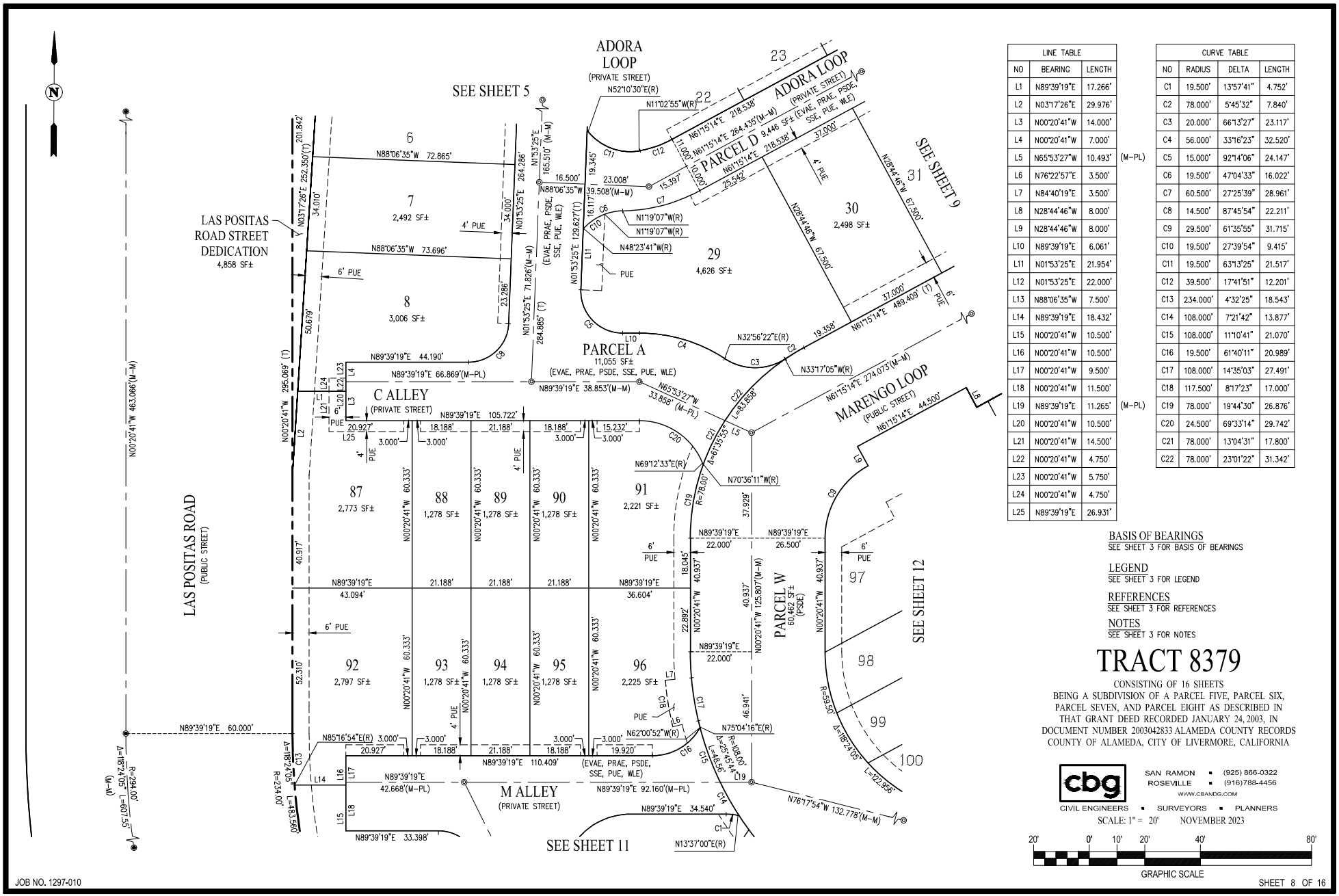
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SCALE: 1" = 20' NOVEMBER 2023

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

JOB NO. 1297-010

EXHIBIT A



LINE TABLE			
NO	BEARING	LENGTH	
L1	N89°39'19"E	17.266'	
L2	N03°17'26"E	29.976'	
L3	N00°20'41"W	14.000'	
L4	N00°20'41"W	7.000'	
L5	N65°53'27"W	10.493'	(M-PL)
L6	N76°22'57"E	3.500'	
L7	N84°40'19"E	3.500'	
L8	N28°44'46"W	8.000'	
L9	N28°44'46"W	8.000'	
L10	N89°39'19"E	6.061'	
L11	N01°53'25"E	21.954'	
L12	N01°53'25"E	22.000'	
L13	N88°06'35"W	7.500'	
L14	N89°39'19"E	18.432'	
L15	N00°20'41"W	10.500'	
L16	N00°20'41"W	10.500'	
L17	N00°20'41"W	9.500'	
L18	N00°20'41"W	11.500'	
L19	N89°39'19"E	11.265'	(M-PL)
L20	N00°20'41"W	10.500'	
L21	N00°20'41"W	14.500'	
L22	N00°20'41"W	4.750'	
L23	N00°20'41"W	5.750'	
L24	N00°20'41"W	4.750'	
L25	N89°39'19"E	26.931'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	19.500'	13°57'41"	4.752'
C2	78.000'	5°45'32"	7.840'
C3	20.000'	66°13'27"	23.117'
C4	56.000'	33°16'23"	32.520'
C5	15.000'	92°14'06"	24.147'
C6	19.500'	47°04'33"	16.022'
C7	60.500'	27°25'39"	28.961'
C8	14.500'	87°45'54"	22.211'
C9	29.500'	61°35'55"	31.715'
C10	19.500'	27°39'54"	9.415'
C11	19.500'	63°13'25"	21.517'
C12	39.500'	17°41'51"	12.201'
C13	234.000'	4°32'25"	18.543'
C14	108.000'	7°21'42"	13.877'
C15	108.000'	11°10'41"	21.070'
C16	19.500'	61°40'11"	20.989'
C17	108.000'	14°35'03"	27.491'
C18	117.500'	8°17'23"	17.000'
C19	78.000'	19°44'30"	26.876'
C20	24.500'	69°33'14"	29.742'
C21	78.000'	13°04'31"	17.800'
C22	78.000'	23°01'22"	31.342'

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8379

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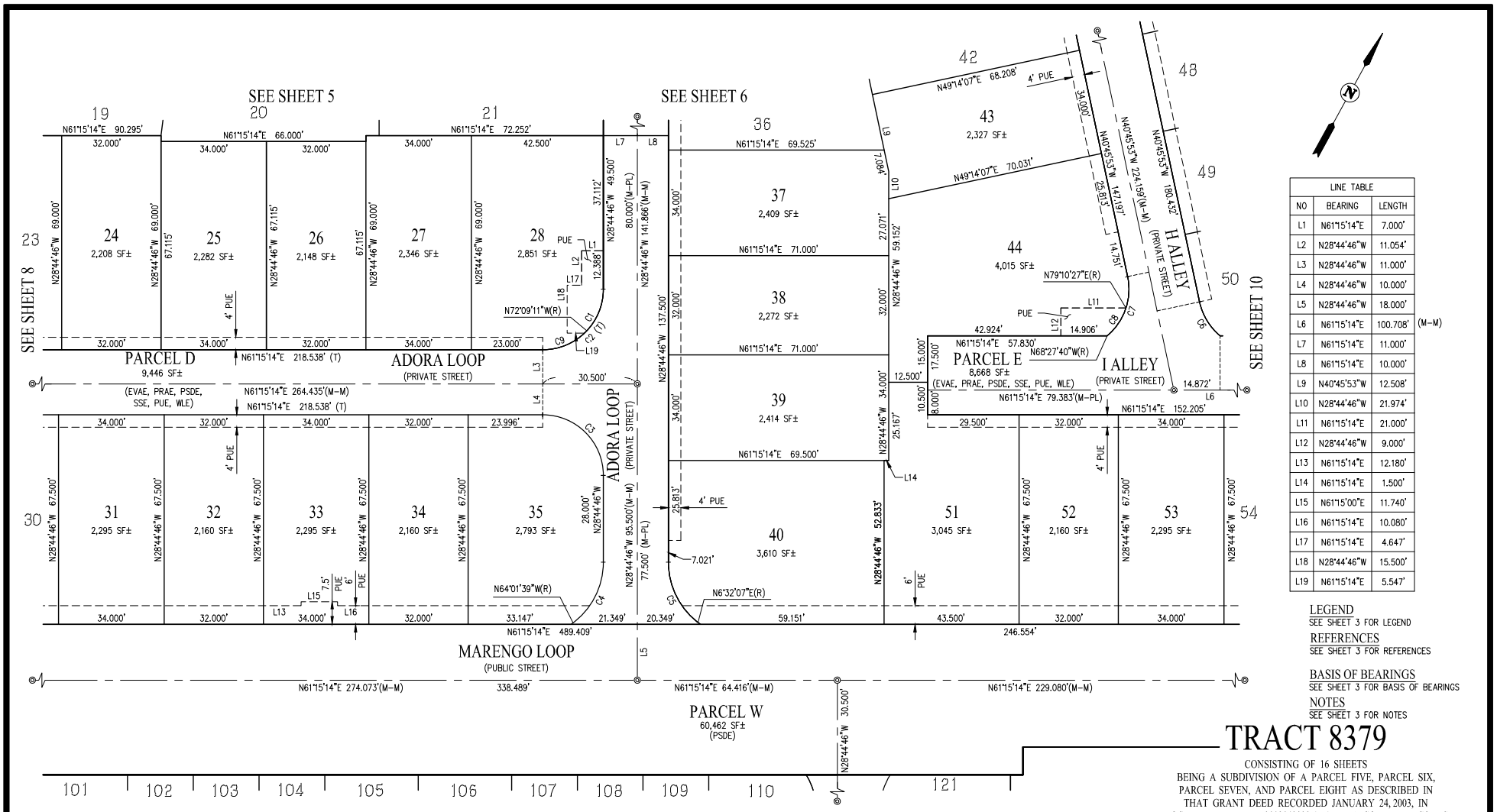
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SCALE: 1" = 20' NOVEMBER 2023

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

JOB NO. 1297-010

EXHIBIT A



LINE TABLE		
NO	BEARING	LENGTH
L1	N61°15'14"E	7.000'
L2	N28°44'46"W	11.054'
L3	N28°44'46"W	11.000'
L4	N28°44'46"W	10.000'
L5	N28°44'46"W	18.000'
L6	N61°15'14"E	100.708' (M-M)
L7	N61°15'14"E	11.000'
L8	N61°15'14"E	10.000'
L9	N40°45'53"W	12.508'
L10	N28°44'46"W	21.974'
L11	N61°15'14"E	21.000'
L12	N28°44'46"W	9.000'
L13	N61°15'14"E	12.180'
L14	N61°15'14"E	1.500'
L15	N61°15'00"E	11.740'
L16	N61°15'14"E	10.080'
L17	N61°15'14"E	4.647'
L18	N28°44'46"W	15.500'
L19	N61°15'14"E	5.547'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	19.500'	46°35'35"	15.857'
C2	19.500'	90°00'00"	30.631'
C3	19.500'	90°00'00"	30.631'
C4	24.500'	54°43'07"	23.398'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C5	24.500'	54°43'07"	23.398'
C6	19.500'	38°15'59"	13.024'
C7	19.500'	62°18'13"	21.204'
C8	19.500'	32°21'53"	11.015'
C9	19.500'	43°24'25"	14.773'

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
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BASIS OF BEARINGS
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TRACT 8379

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF A PARCEL FIVE, PARCEL SIX, PARCEL SEVEN, AND PARCEL EIGHT AS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003, IN DOCUMENT NUMBER 2003042833 ALAMEDA COUNTY RECORDS
COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

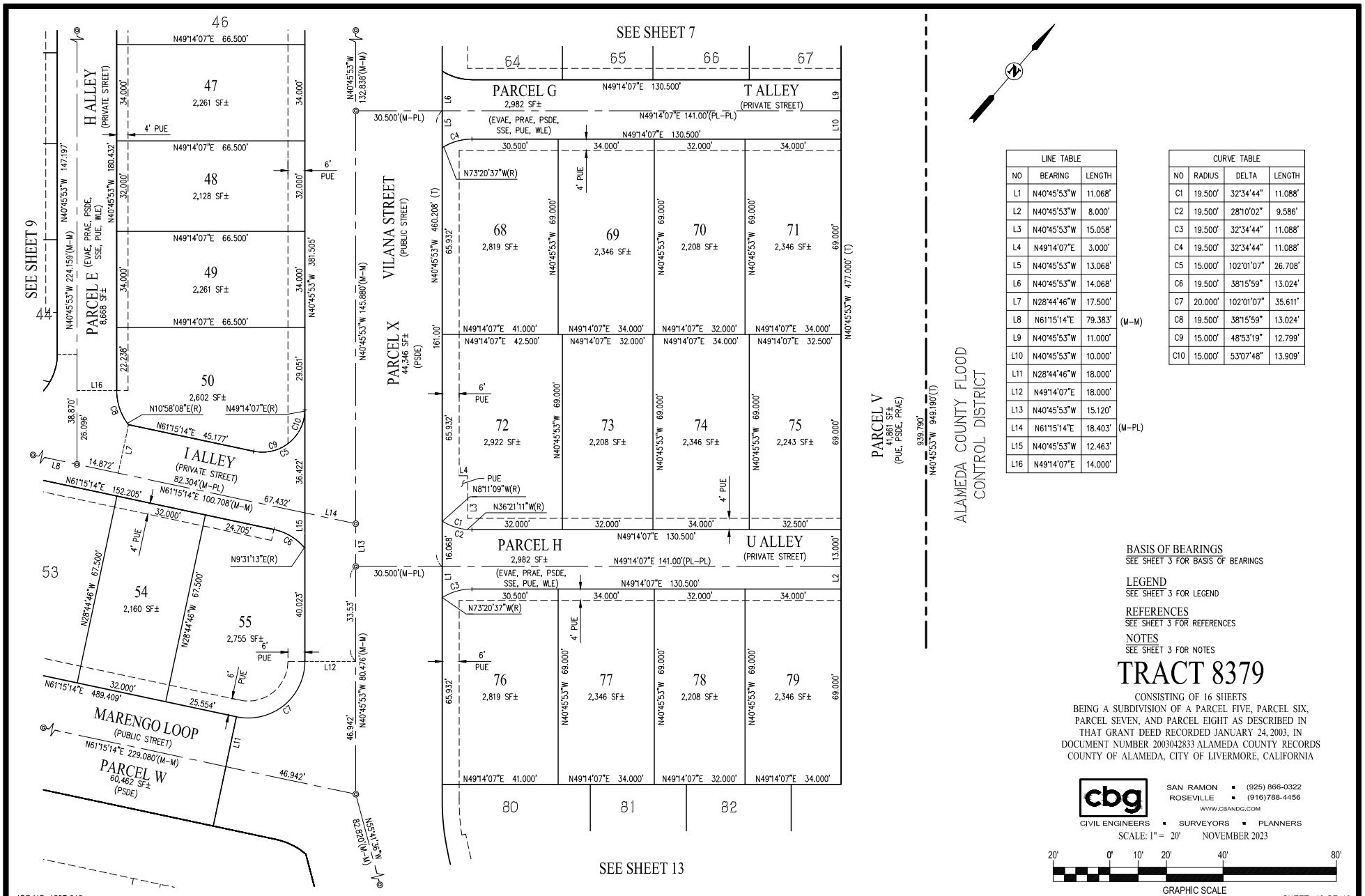
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SCALE: 1" = 20' NOVEMBER 2023

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

JOB NO. 1297-010

EXHIBIT A



LINE TABLE			
NO	BEARING	LENGTH	
L1	N40°45'53"W	11.068'	
L2	N40°45'53"W	8.000'	
L3	N40°45'53"W	15.058'	
L4	N49°14'07"E	3.000'	
L5	N40°45'53"W	13.068'	
L6	N40°45'53"W	14.068'	
L7	N28°44'46"W	17.500'	
L8	N61°15'14"E	79.383'	(M–M)
L9	N40°45'53"W	11.000'	
L10	N40°45'53"W	10.000'	
L11	N28°44'46"W	18.000'	
L12	N49°14'07"E	18.000'	
L13	N40°45'53"W	15.120'	
L14	N61°15'14"E	18.403'	(M–PL)
L15	N40°45'53"W	12.463'	
L16	N49°14'07"E	14.000'	

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	19.500'	32°34'44"	11.088'
C2	19.500'	28°10'02"	9.586'
C3	19.500'	32°34'44"	11.088'
C4	19.500'	32°34'44"	11.088'
C5	15.000'	102°01'07"	26.708'
C6	19.500'	38°15'59"	13.024'
C7	20.000'	102°01'07"	35.611'
C8	19.500'	38°15'59"	13.024'
C9	15.000'	48°53'19"	12.799'
C10	15.000'	53°07'48"	13.909'

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

LEGEND
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TRACT 8379

CONSISTING OF 16 SHEETS
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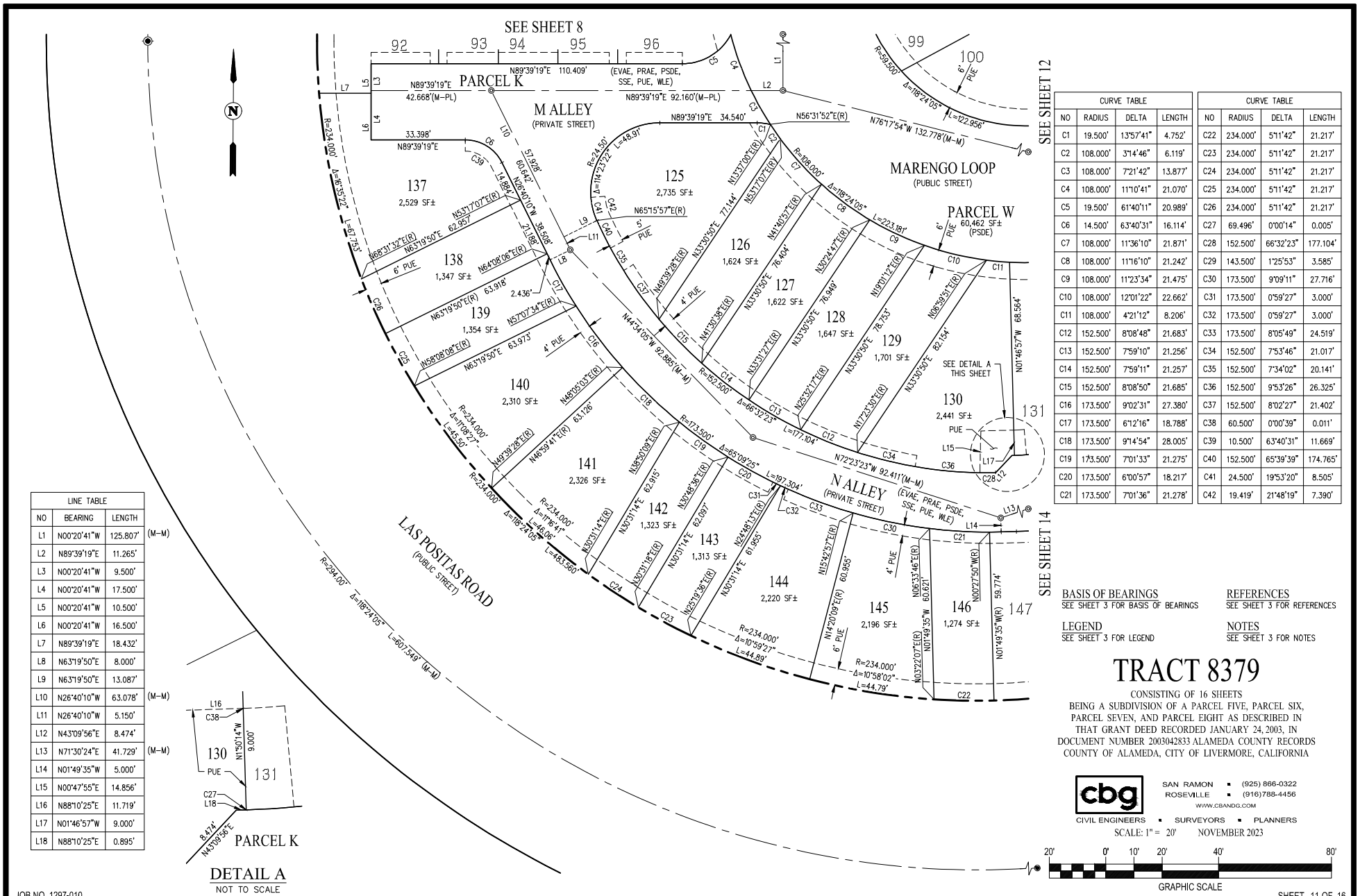
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SCALE: 1" = 20' NOVEMBER 2023

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

JOB NO. 1297-010

EXHIBIT A



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

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C22	234.000'	5°11'42"	21.217'
C23	234.000'	5°11'42"	21.217'
C24	234.000'	5°11'42"	21.217'
C25	234.000'	5°11'42"	21.217'
C26	234.000'	5°11'42"	21.217'
C27	69.496'	0°00'14"	0.005'
C28	152.500'	66°32'23"	177.104'
C29	143.500'	1°25'53"	3.585'
C30	173.500'	9°09'11"	27.716'
C31	173.500'	0°59'27"	3.000'
C32	173.500'	0°59'27"	3.000'
C33	173.500'	8°05'49"	24.519'
C34	152.500'	7°53'46"	21.017'
C35	152.500'	7°34'02"	20.141'
C36	152.500'	9°53'26"	26.325'
C37	152.500'	8°02'27"	21.402'
C38	60.500'	0°00'39"	0.011'
C39	10.500'	63°40'31"	11.669'
C40	152.500'	65°39'39"	174.765'
C41	24.500'	19°53'20"	8.505'
C42	19.419'	21°48'19"	7.390'

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

DETAIL A
NOT TO SCALE

BASIS OF BEARINGS
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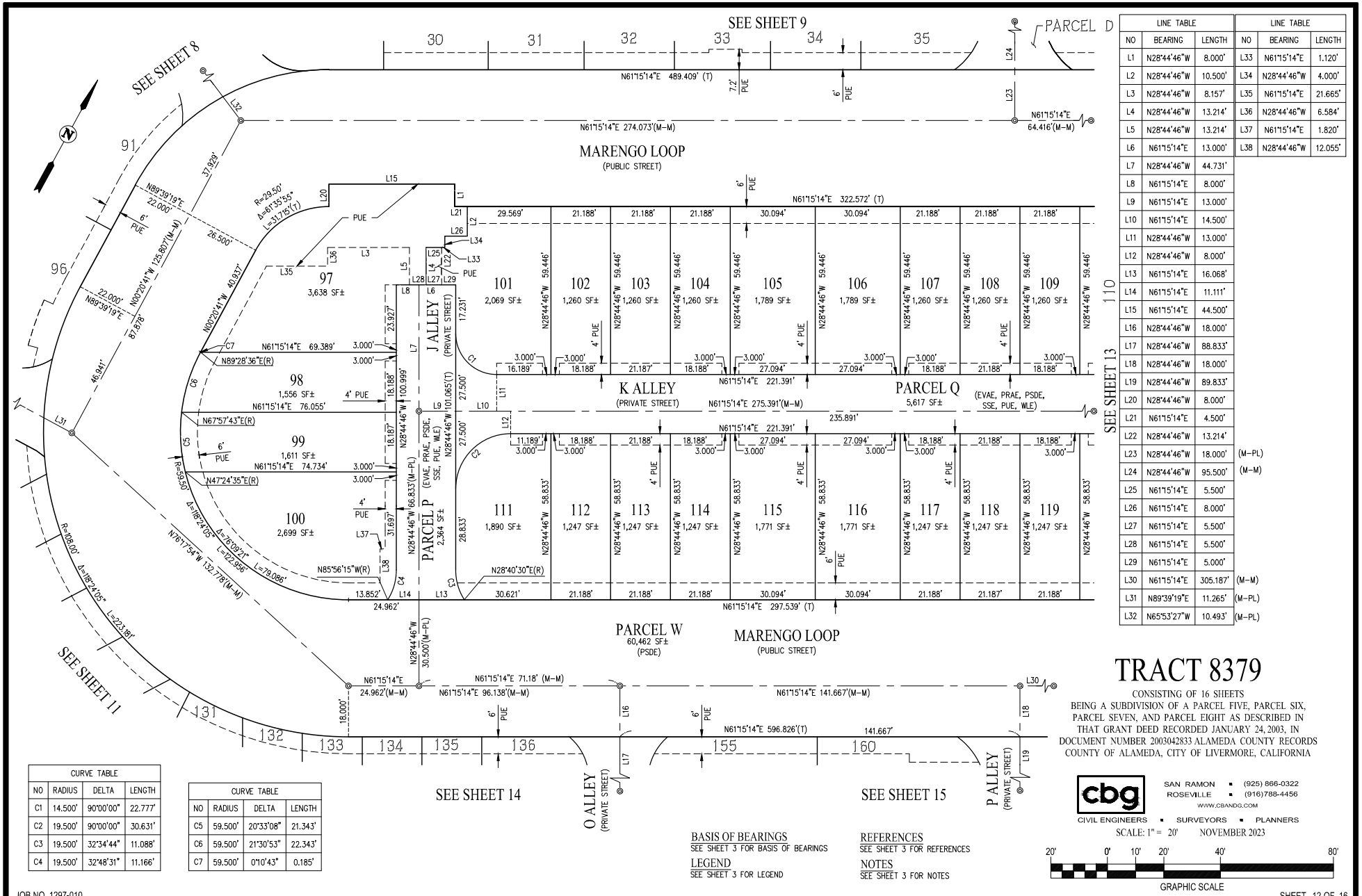
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SCALE: 1" = 20' NOVEMBER 2023

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

JOB NO. 1297-010

EXHIBIT A



LINE TABLE			LINE TABLE		
NO	BEARING	LENGTH	NO	BEARING	LENGTH
L1	N28°44'46"W	8.000'	L33	N61°15'14"E	1.120'
L2	N28°44'46"W	10.500'	L34	N28°44'46"W	4.000'
L3	N28°44'46"W	8.157'	L35	N61°15'14"E	21.665'
L4	N28°44'46"W	13.214'	L36	N28°44'46"W	6.584'
L5	N28°44'46"W	13.214'	L37	N61°15'14"E	1.820'
L6	N61°15'14"E	13.000'	L38	N28°44'46"W	12.055'
L7	N28°44'46"W	44.731'			
L8	N61°15'14"E	8.000'			
L9	N61°15'14"E	13.000'			
L10	N61°15'14"E	14.500'			
L11	N28°44'46"W	13.000'			
L12	N28°44'46"W	8.000'			
L13	N61°15'14"E	16.068'			
L14	N61°15'14"E	11.111'			
L15	N61°15'14"E	44.500'			
L16	N28°44'46"W	18.000'			
L17	N28°44'46"W	88.833'			
L18	N28°44'46"W	18.000'			
L19	N28°44'46"W	89.833'			
L20	N28°44'46"W	8.000'			
L21	N61°15'14"E	4.500'			
L22	N28°44'46"W	13.214'			
L23	N28°44'46"W	18.000'	(M-PL)		
L24	N28°44'46"W	95.500'	(M-M)		
L25	N61°15'14"E	5.500'			
L26	N61°15'14"E	8.000'			
L27	N61°15'14"E	5.500'			
L28	N61°15'14"E	5.500'			
L29	N61°15'14"E	5.000'			
L30	N61°15'14"E	305.187'	(M-M)		
L31	N89°39'19"E	11.265'	(M-PL)		
L32	N65°53'27"W	10.493'	(M-PL)		

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

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C5	59.500'	20°33'08"	21.343'
C6	59.500'	21°30'53"	22.343'
C7	59.500'	0°10'43"	0.185'

TRACT 8379

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SCALE: 1" = 20' NOVEMBER 2023

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

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

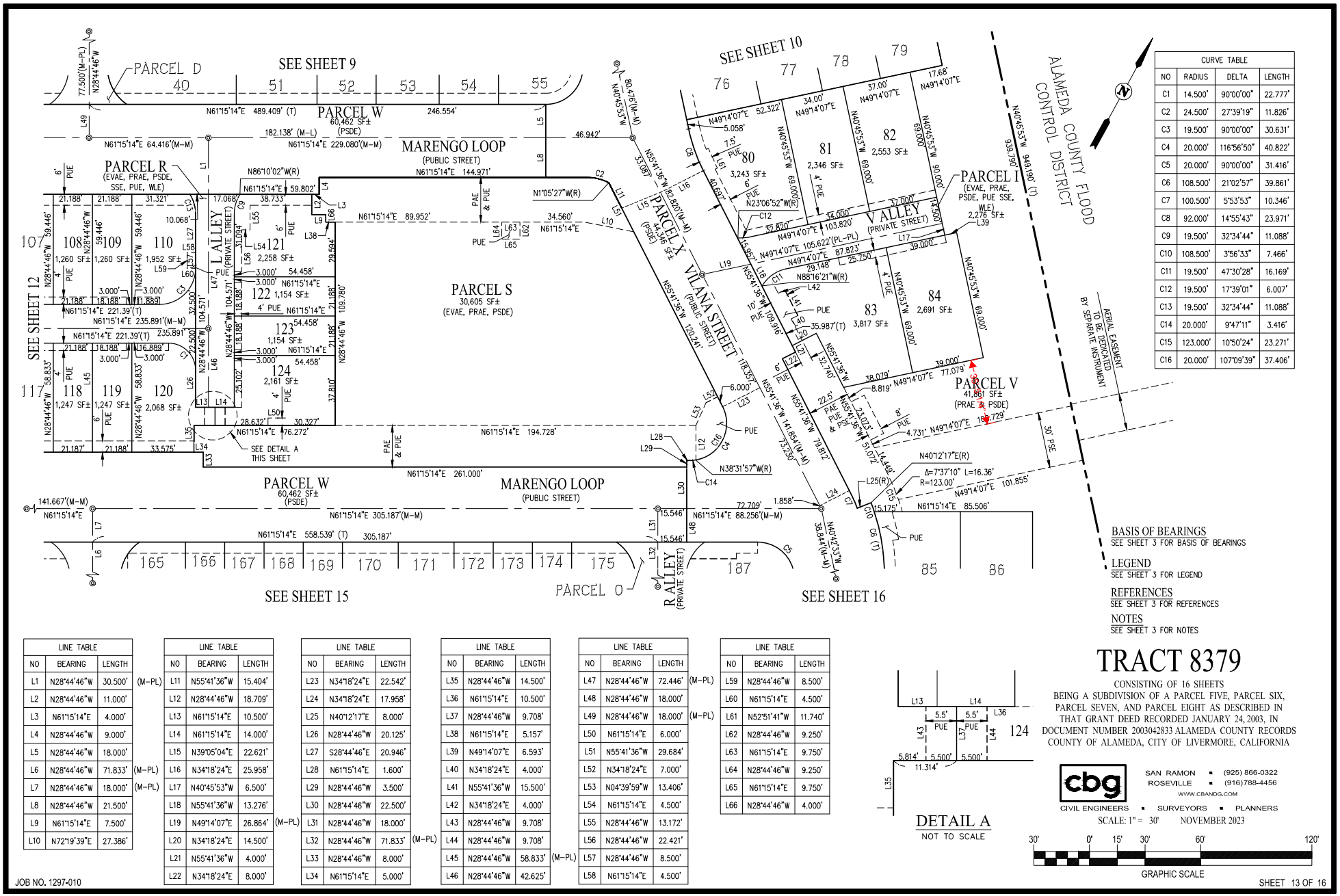
LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
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JOB NO. 1297-010

EXHIBIT A



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	14.500'	90°00'00"	22.777'
C2	24.500'	27°39'19"	11.826'
C3	19.500'	90°00'00"	30.631'
C4	20.000'	116°56'50"	40.822'
C5	20.000'	90°00'00"	31.416'
C6	108.500'	21°02'57"	39.861'
C7	100.500'	5°53'53"	10.346'
C8	92.000'	14°55'43"	23.971'
C9	19.500'	32°34'44"	11.088'
C10	108.500'	3°56'33"	7.466'
C11	19.500'	47°30'28"	16.169'
C12	19.500'	17°39'01"	6.007'
C13	19.500'	32°34'44"	11.088'
C14	20.000'	9°47'11"	3.416'
C15	123.000'	10°50'24"	23.271'
C16	20.000'	107°09'39"	37.406'

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

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

LINE TABLE			
NO	BEARING	LENGTH	
L23	N34°18'24"E	22.542'	
L24	N34°18'24"E	17.958'	
L25	N40°12'17"E	8.000'	
L26	N28°44'46"W	20.125'	
L27	S28°44'46"E	20.946'	
L28	N61°15'14"E	1.600'	
L29	N28°44'46"W	3.500'	
L30	N28°44'46"W	22.500'	
L31	N28°44'46"W	18.000'	
L32	N28°44'46"W	71.833'	(M-PL)
L33	N28°44'46"W	8.000'	
L34	N61°15'14"E	5.000'	

LINE TABLE			
NO	BEARING	LENGTH	
L35	N28°44'46"W	14.500'	
L36	N61°15'14"E	10.500'	
L37	N28°44'46"W	9.708'	
L38	N61°15'14"E	5.157'	
L39	N49°14'07"E	6.593'	
L40	N34°18'24"E	4.000'	
L41	N55°41'36"W	15.500'	
L42	N34°18'24"E	4.000'	
L43	N28°44'46"W	9.708'	
L44	N28°44'46"W	58.833'	(M-PL)
L45	N28°44'46"W	42.625'	

LINE TABLE			
NO	BEARING	LENGTH	
L47	N28°44'46"W	72.446'	(M-PL)
L48	N28°44'46"W	18.000'	
L49	N28°44'46"W	18.000'	(M-PL)
L50	N61°15'14"E	6.000'	
L51	N55°41'36"W	29.684'	
L52	N34°18'24"E	7.000'	
L53	N04°39'59"W	13.406'	
L54	N61°15'14"E	4.500'	
L55	N28°44'46"W	13.172'	
L56	N28°44'46"W	22.421'	
L57	N28°44'46"W	8.500'	
L58	N61°15'14"E	4.500'	

LINE TABLE			
NO	BEARING	LENGTH	
L59	N28°44'46"W	8.500'	
L60	N61°15'14"E	4.500'	
L61	N52°51'41"W	11.740'	
L62	N28°44'46"W	9.250'	
L63	N61°15'14"E	9.750'	
L64	N28°44'46"W	9.250'	
L65	N61°15'14"E	9.750'	
L66	N28°44'46"W	4.000'	

DETAIL A
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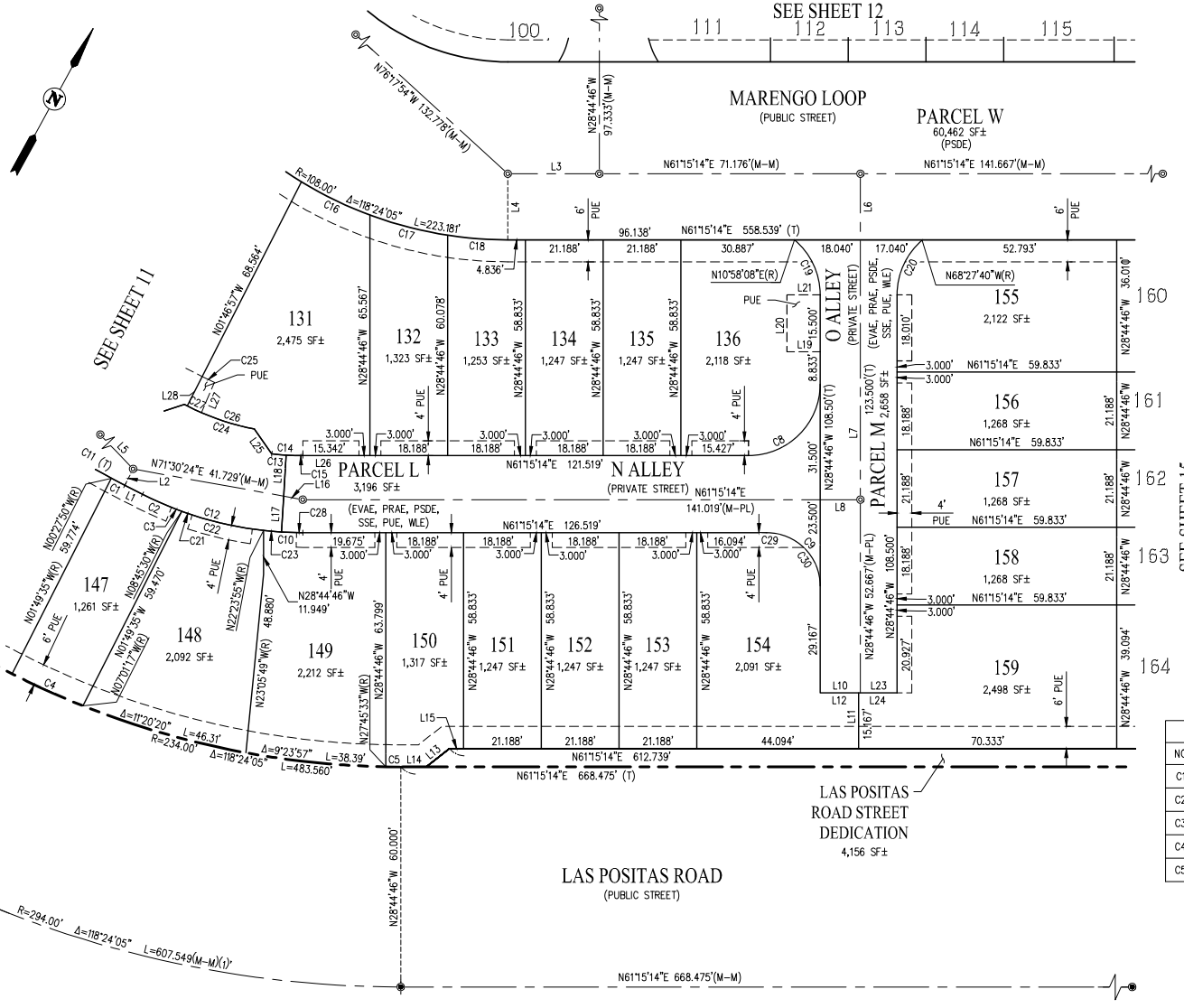
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SCALE: 1" = 30' NOVEMBER 2023

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

EXHIBIT A



LINE TABLE			
NO	BEARING	LENGTH	
L1	N88°10'25"E	5.415'	
L2	N01°49'35"W	5.000'	
L3	N61°15'14"E	24.962'	(M–M)
L4	N28°44'46"W	18.000'	
L5	N72°23'23"W	92.411'	(M–M)
L6	N28°44'46"W	18.000'	(M–PL)
L7	N28°44'46"W	70.833'	(M–PL)
L8	N61°15'14"E	11.000'	(M–PL)
L9	N08°43'09"W	9.000'	
L10	N61°15'14"E	11.000'	
L11	N28°44'46"W	15.167'	
L12	N61°15'14"E	10.500'	
L13	N22°55'22"E	8.062'	
L14	N61°15'14"E	6.938'	
L15	N61°15'14"E	3.895'	
L16	N71°30'24"E	5.276'	(M–PL)
L17	N25°18'49"W	9.784'	
L18	N25°18'49"W	11.216'	
L19	N61°15'14"E	9.000'	
L20	N28°44'46"W	15.500'	
L21	N61°15'14"E	9.000'	
L22	N01°46'57"W	9.000'	
L23	N61°15'14"E	10.000'	
L24	N61°15'14"E	10.500'	
L25	N63°45'25"W	8.292'	
L26	N61°15'14"E	18.342'	
L27	N05°19'37"W	9.000'	
L28	N01°46'57"W	9.000'	

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

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C8	19.500'	90°00'00"	30.631'
C9	14.500'	90°00'00"	22.777'
C10	96.500'	2°24'56"	4.068'
C11	173.500'	65°09'25"	197.304'
C12	96.500'	23°29'14"	39.558'
C13	75.500'	2°59'10"	3.935'
C14	75.500'	6°25'07"	8.458'
C15	75.500'	3°25'57"	4.523'
C16	108.000'	11°03'02"	20.830'
C17	108.000'	11°37'53"	21.925'
C18	108.000'	8°42'29"	16.414'
C19	19.500'	50°17'06"	17.114'
C20	19.500'	50°17'06"	17.114'
C21	96.500'	1°46'53"	3.000'
C22	96.500'	10°01'52"	16.895'
C23	96.500'	2°54'54"	4.910'
C24	69.500'	15°58'10"	19.371'
C25	60.500'	3°29'23"	3.685'
C26	69.500'	12°28'22"	15.129'
C27	69.500'	3°29'49"	4.242'
C28	96.500'	1°01'01"	1.713'
C29	14.500'	43°36'10"	11.035'
C30	14.500'	46°23'50"	11.742'

BASIS OF BEARINGS
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CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF A PARCEL FIVE, PARCEL SIX, PARCEL SEVEN, AND PARCEL EIGHT AS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003, IN DOCUMENT NUMBER 2003042833 ALAMEDA COUNTY RECORDS COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

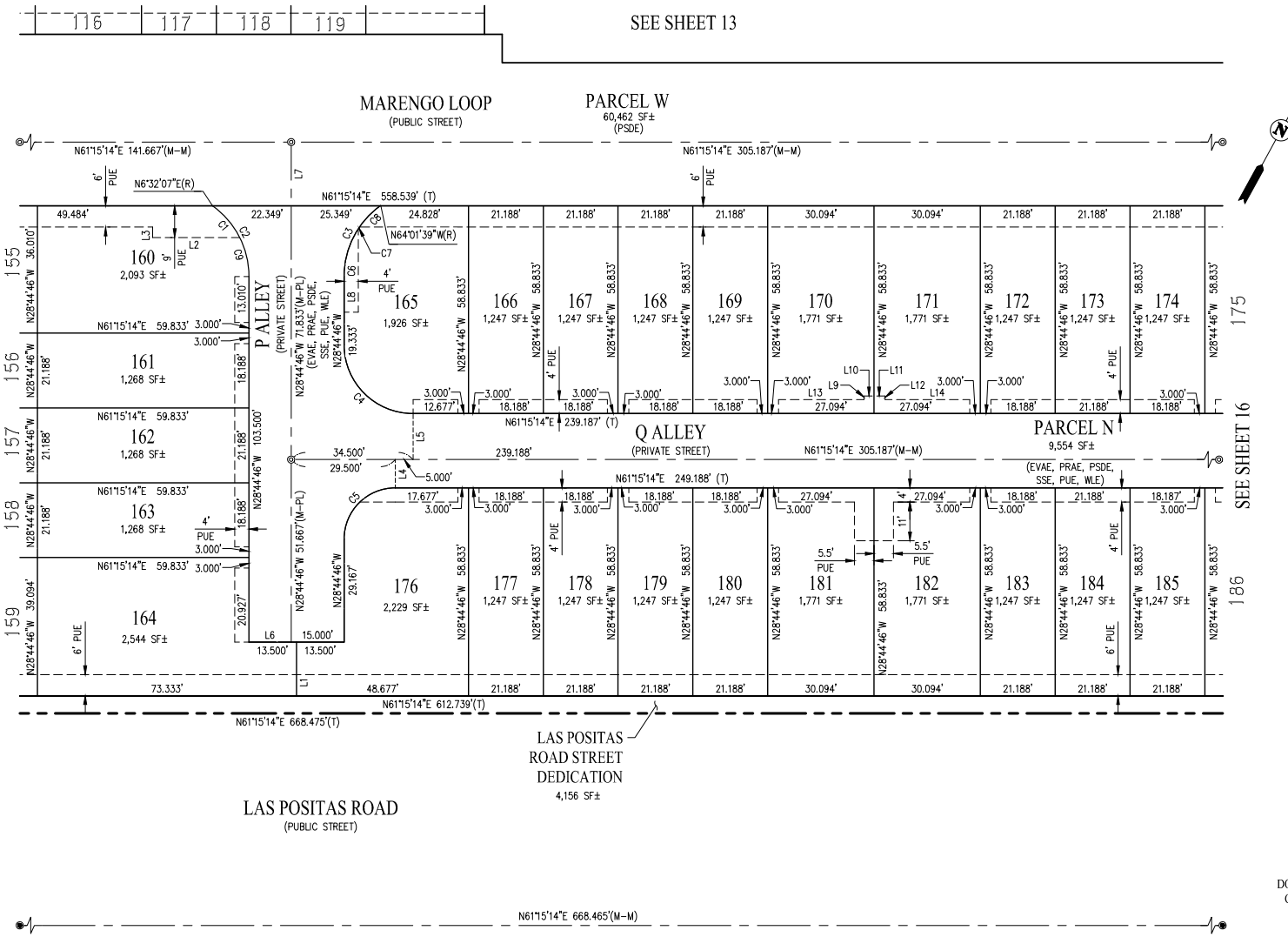
cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 20' NOVEMBER 2023

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

JOB NO. 1297-010

EXHIBIT A



LINE TABLE		
NO	BEARING	LENGTH
L1	N28°44'46"W	15.167'
L2	N61°15'14"E	24.573'
L3	N28°44'46"W	3.000'
L4	N28°44'46"W	8.000'
L5	N28°44'46"W	13.000'
L6	N61°15'14"E	12.000'
L7	N28°44'46"W	18.000'
L8	N28°44'46"W	10.093'
L9	N28°44'46"W	1.000'
L10	N61°15'14"E	2.891'
L11	N61°15'14"E	2.891'
L12	N28°44'46"W	1.000'
L13	N61°15'14"E	24.203'
L14	N61°15'14"E	23.985'

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

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

LEGEND
SEE SHEET 3 FOR LEGEND

REFERENCES
SEE SHEET 3 FOR REFERENCES

NOTES
SEE SHEET 3 FOR NOTES

TRACT 8379

CONSISTING OF 16 SHEETS
BEING A SUBDIVISION OF A PARCEL FIVE, PARCEL SIX, PARCEL SEVEN, AND PARCEL EIGHT AS DESCRIBED IN THAT GRANT DEED RECORDED JANUARY 24, 2003, IN DOCUMENT NUMBER 2003042833 ALAMEDA COUNTY RECORDS COUNTY OF ALAMEDA, CITY OF LIVERMORE, CALIFORNIA

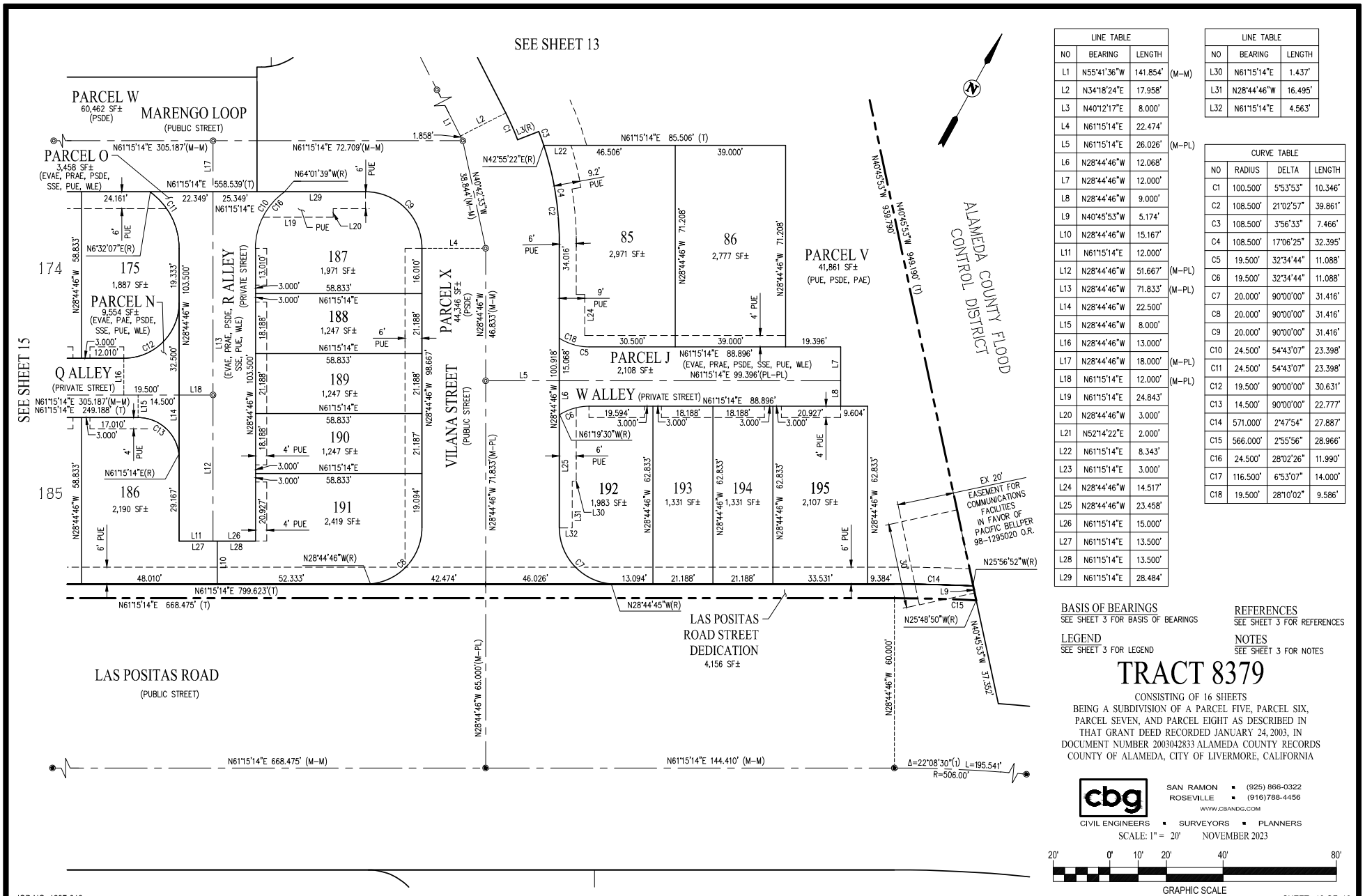
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SCALE: 1" = 20' NOVEMBER 2023

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

JOB NO. 1297-010

EXHIBIT A



LINE TABLE			
NO	BEARING	LENGTH	
L1	N55°41'36"W	141.854'	(M-M)
L2	N34°18'24"E	17.958'	
L3	N40°12'17"E	8.000'	
L4	N61°15'14"E	22.474'	
L5	N61°15'14"E	26.026'	(M-PL)
L6	N28°44'46"W	12.068'	
L7	N28°44'46"W	12.000'	
L8	N28°44'46"W	9.000'	
L9	N40°45'53"W	5.174'	
L10	N28°44'46"W	15.167'	
L11	N61°15'14"E	12.000'	
L12	N28°44'46"W	51.667'	(M-PL)
L13	N28°44'46"W	71.833'	(M-PL)
L14	N28°44'46"W	22.500'	
L15	N28°44'46"W	8.000'	
L16	N28°44'46"W	13.000'	
L17	N28°44'46"W	18.000'	(M-PL)
L18	N61°15'14"E	12.000'	(M-PL)
L19	N61°15'14"E	24.843'	
L20	N28°44'46"W	3.000'	
L21	N52°14'22"E	2.000'	
L22	N61°15'14"E	8.343'	
L23	N61°15'14"E	3.000'	
L24	N28°44'46"W	14.517'	
L25	N28°44'46"W	23.458'	
L26	N61°15'14"E	15.000'	
L27	N61°15'14"E	13.500'	
L28	N61°15'14"E	13.500'	
L29	N61°15'14"E	28.484'	

LINE TABLE		
NO	BEARING	LENGTH
L30	N61°15'14"E	1.437'
L31	N28°44'46"W	16.495'
L32	N61°15'14"E	4.563'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	100.500'	5°53'53"	10.346'
C2	108.500'	21°02'57"	39.861'
C3	108.500'	3°56'33"	7.466'
C4	108.500'	17°06'25"	32.395'
C5	19.500'	32°34'44"	11.088'
C6	19.500'	32°34'44"	11.088'
C7	20.000'	90°00'00"	31.416'
C8	20.000'	90°00'00"	31.416'
C9	20.000'	90°00'00"	31.416'
C10	24.500'	54°43'07"	23.398'
C11	24.500'	54°43'07"	23.398'
C12	19.500'	90°00'00"	30.631'
C13	14.500'	90°00'00"	22.777'
C14	571.000'	2°47'54"	27.887'
C15	566.000'	2°55'56"	28.966'
C16	24.500'	28°02'26"	11.990'
C17	116.500'	6°53'07"	14.000'
C18	19.500'	28°10'02"	9.586'

BASIS OF BEARINGS
SEE SHEET 3 FOR BASIS OF BEARINGS

REFERENCES
SEE SHEET 3 FOR REFERENCES

LEGEND
SEE SHEET 3 FOR LEGEND

NOTES
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TRACT 8379

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GRAPHIC SCALE

JOB NO. 1297-010

SHEET 16 OF 16

EXHIBIT B

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
l052 So. Livermore Avenue
Livermore, California 94550

SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

A. The Developer is the owner of real property located within the corporate limits of the City of Livermore and presented to the City Council of the City of Livermore a proposed subdivision, Tract Map No. 8379 Recorded under Series No. , dated , Official Records of Alameda County, California.

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

C. The Developer has asked the City to accept the dedication of the street or streets shown on the map and approve the map. Public improvements have not yet been completed according to the requirements of the map and the City. As consideration for the acceptance of the final map and offer of dedication, the parties desire to establish an agreement binding the Developer to complete the public improvements prior to occupancy of the first residential dwelling unit other than a model home but in any event no later than two years after the date this Agreement is executed, excepting those improvements with a different completion date as outlined in the attached Exhibit A, or Section 3 Special Conditions of this Agreement, if applicable.

AGREEMENT

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

1. Approval of Map - The City approves the subdivision of Tract No. 8379 and agrees to accept the dedication of the related public works improvements for future maintenance.

EXHIBIT B

2. Performance of Improvements - The Developer shall perform all work as specified in the Engineering Considerations at Exhibit "A", attached and incorporated herein by this reference, in strict accordance with all specifications, plans, 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 the Developer's sole cost and expense. The Developer has provided detailed improvement plans, for all on-site and off-site improvements required by the Engineering Considerations in Exhibit "A". All required improvements shall be constructed in accordance with the approved improvement plans (dated November 7, 2023, sheets 1-181), and current City standard specifications and details all of which are on file in the office of the City Engineer.

3. Special Conditions - The Developer shall be required to comply with the special conditions as follows:

(a) In accordance with the conditions of approval for Arroyo Vista Phase 1, Tract 8379 (hereinafter "the Project"), the Developer is required to construct a pedestrian bridge across the Arroyo Seco Channel, a channel owned by Alameda County Zone 7, no later than the issuance of the 240th building permit for the Project. The Developer is also required to obtain an aerial easement for the pedestrian bridge. Zone 7 has granted an aerial easement to the City for the construction, use and maintenance of the bridge. The following conditions shall be applied to Developer for the construction of the pedestrian bridge:

i. Developer shall execute a Bridge Agreement with the City for purposes of constructing, reconstructing, operating, maintaining, repairing and replacing the pedestrian bridge within the City's aerial easement and provide additional insurance as required by the City prior to the issuance of the 41st building permit for a residential dwelling unit other than a model home for the Project, and shall record the Bridge Agreement with the Alameda County Recorder's Office. The Bridge Agreement shall be in substantial conformance with the Agreement attached hereto as Exhibit C.

ii. The City shall not issue a certificate of occupancy for any residential dwelling unit other than a model home until the Bridge Agreement is recorded with the Alameda County Recorder's Office.

iii. Prior to entering upon Zone 7's property, the Developer shall first obtain the standard form encroachment permit from Zone 7.

iv. Developer shall complete construction of the pedestrian bridge across the Arroyo Seco Channel no later than the issuance of the 240th building permit for a residential dwelling unit other than a model home for the Project.

The Developer has also filed a site plan design review modification (SPDRM) for the elimination of the pedestrian bridge across the Arroyo Seco Channel for alternative in-lieu contributions. If the SPDRM to eliminate the pedestrian bridge for in-lieu contributions is approved by City Council, special conditions i-iv outlined above do not apply and the Developer shall:

v. Provide any in-lieu contributions as required by the City Council.

(b) Enter into a Stormwater Operations and Maintenance Agreement for the purposes of maintaining the on-site stormwater devices which shall be recorded prior to the

issuance of the 1st building permit for a residential dwelling unit other than a model home for the Project.

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

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

(e) The Project shall comply with the public art requirements set forth in Chapter 12.51 of the Livermore Municipal Code. Pursuant to this Chapter, the developer intends to pay the in-lieu fee instead of providing the public art per the aforementioned municipal code prior to the issuance of the 1st building permit.

(f) Developer shall provide final signed Joint Trench Plans with PG&E approved signature prior to issuance of the 1st building permit for the Project.

4. Time for Completion - All required improvements shall be completed and, public improvements shall be ready for acceptance by 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 of execution of this Agreement, except those improvements for which another completion date is stated in Exhibit "A" or Section 3, Special Conditions, of this Agreement, if applicable.

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

6. Acceptance by City - The City shall accept for maintenance the public works improvements required by this Agreement after City has determined the Developer has caused all improvements to have been made in accordance with the requirements of Paragraph 2 above. All public works improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

7. Continued Maintenance For One Year - The Developer shall maintain all improvements required by this Agreement, as outlined in Section 2 above, for one year following the completion by the Developer, and acceptance of the improvements by City Council. All public works improvements required by this Agreement shall become the sole property of the City when the

City accepts such improvements for permanent maintenance.

8. Inspection by City – All work done by the Developer shall be inspected by an inspector employed by the City at the cost and expense of the Developer. The 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, the Developer shall provide to the City proper and safe access to the Project site at all times, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

9. Payment of Outstanding Fees - Prior to acceptance of the on-tract and off-tract public works improvements for permanent maintenance by the City, the Developer shall pay all outstanding fees that are due in accordance with City Ordinances or this Agreement. In the event the fees are not paid within one year of the date of execution of this Agreement, the 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.

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

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

12. Bonds Required - The 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) At the time of signing this Agreement, the following bonds shall be provided:

i. Faithful Performance – in the amount of 100 percent of the total estimated construction costs, or $19,312,919, to secure faithful performance of this Agreement by the Developer.

ii. Labor and Materials – in the amount of fifty percent of the estimated construction costs, or $9,656,460, to secure payment by the Developer of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

(b) At the time of signing this Agreement, or before the City accepts the improvements, the Developer shall also provide a Warranty Bond for maintenance in the amount of fifteen percent of the cost of the improvements, or $2,896,938, to secure performance of Section 7 above. 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.

13. Alternate Security - In lieu of the bonds required by paragraph 12 above, alternative security in the form outlined by City Ordinance, compliant with the Government Code, and approved by the City Attorney may be provided.

14. Reporting Damages - If any damage (including personal injury, death, or property

damage) occurs in connection with the performance of this Agreement, the Developer shall immediately notify the City Risk Manager's office 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.

15. Indemnification - The Developer shall indemnify, defend, and hold the City, its officers, officials, employees, agents, and volunteers harmless against any and all claims, injuries, damages, losses, and suits, including attorney fees and legal costs, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused solely by the negligence of the City.

16. Insurance Required - Developer 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 for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Developer, his agents, representatives, employees, or subcontractors.

17. Participation in Benefit Districts - The Developer shall participate in Community Facilities District No. 2023-2 formed by the City prior to the execution of this Agreement and shall pay the prorata fee due the City under the terms of Benefit District(s) as applied to the real property covered by this Agreement.

18. 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 they may be entitled.

19. Developer Obligations to Pay City Expenses to Defend Agreement - If the City chooses to defend any third party claim or suit challenging any action taken by the City with regard to any procedure or aspect of this agreement, including the environmental review process for the project, the Property Owner agrees to reimburse the City for attorneys' fees, expert witness fees, and other costs as the City may incur in connection with its retention of outside counsel, and for any award of court costs or fees against the City. City has the right to choose and retain such legal counsel, as the City deems appropriate. After expenses reach $100,000 and for each $100,000 thereafter, the parties will confer to review the status of the litigation and their options for proceeding or settling, and they will negotiate in good faith regarding the allocation of expenses among the parties.

20. 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.

21. 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 paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

EXHIBIT B

22. Modifications - This Agreement may not be modified unless by written instrument signed by both parties.

23. 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.

****

Signatures and Attachment List on the Next Page

EXHIBIT B

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

Dated:

1/18/2024

By: Tony Bosowski
Title: Authorized Agent

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

(ALL SIGNATURES MUST BE NOTARIZED)

CITY OF LIVERMORE,
a municipal corporation

Dated:

MAYOR

ATTEST:

APPROVED AS TO FORM:

City Clerk

Senior Assistant City Attorney

Attachments:
Exhibit A – Engineering Considerations
Exhibit B – Insurance Requirements
Exhibit C – Bridge Maintenance Agreement

EXHIBIT B

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On January 18, 2024 before me, Trevor Brown, Notary Public
(insert name and title of the officer)

personally appeared Tony Bogowski,
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.

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

Signature _____ (Seal)

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

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

TENTATIVE TRACT: 8379 (SUB16-010)

LOCATION: Las Positas Road and Bennett Drive

APPLICANT: Summerhill Homes

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

1. DEFINITIONS

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

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

2. VESTING TENTATIVE MAP

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

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

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

3. GENERAL

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

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

A. IMPROVEMENT PLANS - Exhibit A-1

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

B. STANDARDS FOR IMPROVEMENT PLANS AND MAPS

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

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

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

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

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

D. WORK IN OTHER JURISDICTIONS

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

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

4. STREETS

A. SPECIFIC REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

Bennett Drive

Bennett Drive is an existing industrial roadway with a proposed 64.5-foot right of way and a street width of 48 feet from face of curb to face of curb. Within this right-of-way the developer shall install a new curb and gutter, a 4.5-foot to 5-foot wide planter strip and a 5 foot wide separated sidewalk along the project frontage.

The Developer shall remove and/or modify no parking signs along ~~**the west and south side of**~~ Bennett Drive ~~**along the project frontage**~~ as approved by the City Engineer. **A final parking plan will be**

reviewed and approved by the City Engineer at the time of final map. Revised by Staff 7-24-17

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

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

Arroyo Vista

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

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

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

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

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

Interior Public Streets

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

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

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

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

Interior Private Alleys

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

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

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

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

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

5. TRAFFIC SIGNALS

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

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

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

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

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

6. FEE CREDITS AND REIMBURSEMENTS:

A. CREDITS

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

The Developer shall receive credits against their traffic impact fees in the amount of $650,000 for the

estimated cost of 100% of the traffic signal at Las Positas/Arroyo Vista, 33% of the cost of the traffic signal at Las Positas/A Street/Contractors Street, and 100% of the cost of the signal interconnect.

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

7. SANITARY SEWERS

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

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

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

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

Sewer shall be extended across all frontages of each phase.

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

8. STORM WATER DRAINAGE AND TREATMENT REQUIREMENTS

A. General

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

B. Storm Drainage Requirements

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

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

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

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

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

C. Stormwater Infrastructure Maintenance Funding

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

D. Channels

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

E. Storm Water Treatment and Detention Requirements

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

2. *This project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from*

www.bayareamodel.org. *For additional information you may contact Pamela Lung in the City's Engineering Department at (925-960-4538)*

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

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

F. Stormwater Treatment Infrastructure Maintenance Funding

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

9. REQUIRED SOURCE CONTROL STORMWATER MEASURES

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

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

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

A. Structural Control Measures
   1. Illegal Dumping to Storm Drain Inlets and Waterways

   On-site storm drain inlets, except inlets located in landscaped areas, shall be clearly marked with the words "No Dumping! Flows to Bay" on a plastic marker. The plastic markers are available for purchase from the Water Resources Division. For ordering information, please call 925-960-

8100. For projects with newly-developed, privately-maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains

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

3. Pesticide/Fertilizer Application and Irrigation

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

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

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

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

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

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

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

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

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

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

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

4. Pool, Spa, and Fountain Discharges

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

b.When draining is necessary, a hose or other temporary system shall be directed into a sanitary sewer cleanout, or vegetated areas that are large enough to accommodate the volume without allowing the discharged water to flow to the storm drain system or receiving water body.

5. Refuse Areas

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

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

6. Fire Sprinkler Test Water

Provisions shall be made in the project design and construction to allow for the discharge of fire

sprinkler test water to an onsite vegetated area. If this is not feasible, provide for discharge to the sanitary sewer in accordance with current plumbing codes.

7. Miscellaneous Drain or Wash Water
   a. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

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

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

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

8. Architectural Copper Installation

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

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

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

B. II. OPERATIONAL BMPS

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

1. Paved Sidewalks and Parking Lots

Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer.

Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall wash water containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Streets, Utilities and Common Areas

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

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

3. On-site Storm Drains

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

4. Architectural Copper Cleaning, Treating or Washing

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

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

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

10. WATER SUPPLY (CITY)

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

The developer shall relocate existing fire hydrants to within the new proposed landscape strip between the new curb and gutter and the proposed new separated sidewalk on Bennett Drive as indicated on

tentative map sheet TM-5.

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

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

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

If the Developer chooses to install enhanced specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) instead of City standard asphalt street section, the water lines in the private streets will be privately owned by a homeowner's association and maintained to the property line. In order to differentiate the ownership of public and private facilities, the Developer shall provide the additional structures (valves) to be installed at the property line.

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

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

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

11. UNDERGROUNDING OF UTILITIES:

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

be placed underground.

12. TRAILWAY/BIKEWAY REQUIREMENTS

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

A. Livermore Trailway System

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

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

B. Bicycle Route Plan

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

13. MEDIANS AND OTHER LANDSCAPED AREAS

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

14. HORTICULTURIST'S REPORT (Not Used)

15. SPECIAL DISTRICTS

A. Landscaping and Lighting Maintenance and Operation

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

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

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

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

16. AIRPORT LOCATION (Not Used)

17. SUBDIVISION AGREEMENT AND SECURITY

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

18. FEE AMOUNTS

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

19. VEHICLE ACCESS

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

Interstate 580 to First Street, to Las Positas Road

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

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

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

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

BGV:PGL:MAP

Date: **July 6, 2017**

To: **Planning Division**

From: **Ryan Rucker, Deputy Chief / Fire Marshal**

Subject: Vesting Tentative Tract Map 8379 (SUB-16-010) – Arroyo Vista

Revision dated June 30, 2017

THE FOLLOWING COMMENTS SHALL BE SHOWN ON THE PLANS OR TITLE SHEET WITH GENERAL COMMENTS

1. Emergency responder radio coverage on site shall comply with section 510 of the California Fire Code.
2. Fire safety during construction shall be in accordance with Chapter 33 of the 2016 edition of the California Fire Code.
3. All second and third story bedrooms shall have at least one rescue window with ladder access at 70 degrees from a pad capable of supporting a minimum of 600 pounds. The ladder must not be obstructed by landscape or architectural features.
4. All construction shall conform to the requirements of the 2016 California Fire Code; City of Livermore Ordinance No. 2048. All required permits shall be obtained prior to work commencement.
5. Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2016 California Building, Fire and Residential Codes; City of Livermore Ordinance No. 2048. Installations shall conform to NFPA Pamphlet 13, NFPA 13R or NFPA 13D with local amendments, whichever is applicable.
6. The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approvals *DO NOT INCLUDE:*
    - Installation of the on-site fire mains and fire hydrants.

Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval.

- Backflow prevention or connections to the public water mains.

7. Fire flow for residential construction shall follow the 2016 California Fire Code Appendix B. A fire flow reduction may be applied for this project as the single family residential homes are provided with automatic sprinklers and fire access and circulation is provided. In no case shall the fire flow be less than 1500 gallons per minute.
8. The following items will be provided prior to any construction above the foundation or slab:
    - Emergency vehicle access shall be provided to the site or tract, as specified in the approved Site Plan, including the area where construction is occurring. If Public Works Improvements are part of the project to access the site, an emergency vehicle access plan shall be submitted for review and approval.
    - If permanent access or site paving is not provided, the carrying capacity of the emergency vehicle access shall be 69,000 pounds under all weather conditions.
    - Designated construction material storage and construction worker parking shall not obstruct the emergency vehicle access route(s).
    - Where on-site fire hydrant(s) are required, they shall be installed, flushed and all valves open prior to any construction above the foundation or slab. This includes concrete tilt-up and masonry buildings.
    - On-site fire hydrant(s) shall not be obstructed and shall be sufficiently above grade to have all hydrant valves and outlets accessible for emergency use
    - Where a project is phased as part of the development approved by the City, specific access, water supply and fire hydrant installations will be required as part of each phase. As needed a phasing plan with these improvements will be required.

    NOTE: Periodic inspections will be made for compliance.
9. Emergency vehicle access roads:
    - Shall be a minimum of 20 feet in width. A clear height free of obstructions (power, cable, telephone lines, tree limbs, etc.) shall be provided. This clearance shall be a minimum of 13 feet-6 inches. Inside turning radius of 41 feet and outside turning radius of 52 feet shall be provided.

- All exterior portions of buildings must be within 200 feet of an access road. Yard and parking areas may be able to be located farther than 200 feet from access roads, depending on the specific use.
- On-site access ways and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs at locations approved by the Fire Department. Signs shall be according to state standards and read "No Parking - Fire Lane" and must be shown on the plans
- The following schedule for NO PARKING signs shall apply:

Width	Requirements
36 Feet or Greater	**No Requirements**
Between 28 and 36 Feet	**Post one side**
Between 20 and 28 feet	**Post both sides**
Less than 20 feet	**Not permitted**

PLANNED DEVELOPMENT STANDARDS

Planned Development Residential 16-004

Development of 435 residential units, two neighborhood parks, open space and recreational amenities, pedestrian pathways, landscaping, lighting, streetscape improvements, and a pedestrian bridge over the Arroyo Seco channel on the approximately 28.5-acre Arroyo Vista Neighborhood Site.

Location: North side of Las Positas Road between Arroyo Vista Drive and Bennett Drive, intersected by the Arroyo Seco Channel.

Recommended for Approval by the Planning Commission: June 20, 2017
Approved by City Council: July 24, 2017

A. PURPOSE AND INTENT

1. The purpose of establishing this Planned Development District is to regulate the development of 28.5+/- acres of land located on the north side of Las Positas Road between Arroyo Vista Road and Bennett Drive, intersected by the Arroyo Seco Channel subdivided by Vesting Tentative Tract Map 8379 generally shown in Exhibit A.

2. The intent of this Planned Development District is to accomplish the following:

   a) To implement the Arroyo Vista Neighborhood Plan.

   b) To establish a comprehensively planned traditional neighborhood development that incorporates a pedestrian-oriented network of open space and walkways, high-quality architectural details, and adequate provision of public services and safety.

   c) To provide an aesthetically attractive environment for and conducive to the development and protection of residential development.

   d) To allow flexible subdivision design and development that encourages a variety of lot sizes and housing types that will accommodate a diverse range of residents and household income levels.

   e) To provide parks, trails, and open space for the recreational use and enjoyment of neighborhood residents.

B. PRINCIPAL PERMITTED USES

The following are the principal permitted uses in this District:

1. Detached single-family dwellings on individual lots.
2. Attached single-family dwellings on individual lots (i.e., townhomes).
3. Attached multi-family dwellings subdivided as condominiums (i.e., flats).

C. ACCESSORY USES

The following are the accessory uses permitted in this District:

1. Community parks, open spaces, and recreational amenities, including but not limited to: pathways, gardens, playgrounds, club houses/community buildings, outdoor seating and kitchen areas, pools, and cabanas.
2. Home Occupation in accordance with Livermore Development Code 6.02.060.
3. Accessory structures and buildings related to any permitted use, except home occupations, in accordance with Livermore Development Code 4.02.030.
4. Signs in accordance with Livermore Development Code 4.06.240 or 4.06.250. Monument features at the entries to the neighborhood and paseos, consistent with the Arroyo Vista Neighborhood Plan, are allowed. The name of community shall not be included on monument entry features.

D. CONDITIONAL USES

The following uses are permitted subject to approval of a Conditional Use Permit in addition to any other prerequisite permits and conformance to all applicable regulations set forth in this Planned Development and elsewhere in the Zoning Ordinance:

1. Public and Quasi-Public uses, not listed in Section C above, in accordance with Livermore Development Code 6.02.090.
2. Once the TDC option is used on any parcel within the Neighborhood Plan area, any future proposal to develop at the baseline industrial designation on any parcel would require discretionary approval of a Conditional Use Permit.

E. RESTRICTIONS

1. Building additions that result in net new floor area are prohibited.

a) Minor building extensions such as chimneys and bay windows are allowed up to the maximum building height. Uncovered porches or decks no more than 18 inches in height are also allowed, although these features may not encroach into the required front or side yard setbacks.

b) Exceptions to this regulation will require a PD Amendment under the requirements of Chapter 9.14 of the Livermore Development Code.

2. Garage conversions into dwelling units or living space are prohibited.

3. Mechanical equipment such as air conditioning units, antennas, or ground-mounted satellite dishes, not originally constructed, are prohibited unless concealed or not visible from adjacent properties. Wall-mounted satellite dishes less than 24 inches in diameter are allowed.

4. Solar energy systems that meet the following criteria shall be allowed with a Building Permit:

a) Any such system must be consistent with the design and architecture of the residential unit or structure to which it is adjacent or affixed.

b) The location of the system must not cause glare or visual distraction to surrounding properties in the project.

c) The materials used to support or surround the system must be compatible with the nature and color of the adjacent structures.

F. DEVELOPMENT REGULATIONS FOR ALL RESIDENTIAL LOTS

1. **Definition of setbacks.** "Front" is defined as the side of the dwelling unit where the main entry is located. "Side" is defined as the side of the dwelling unit where there is either no access to the unit or the access to the unit is secondary. Setbacks are measured from the inside edge of the sidewalk (along a street) or pathway (along a paseo) to the wall plane, unless otherwise noted. Paseos are defined as landscaped corridors with a minimum 4-foot wide pathway, not located along a street.

2. **Encroachments into yards.** Certain architectural features including fireplaces, media niches and bay windows may encroach into the front, side, and rear yards up to a maximum of 3 feet in depth with a maximum width of 10 feet.

3. **Encroachments into setbacks on curvilinear streets.** Encroachments may be permitted per Section 4.1.4.2 of the Arroyo Vista Neighborhood Plan.

4. **Encroachments into arroyo setback.** The end unit of the residential building located in the southwestern corner of the eastern portion of the site (located on lot 301 of the Tentative Tract Map) may encroach by up to 10 feet into the 30-foot setback from the property line with the Arroyo Seco flood control channel.

G. DEVELOPMENT REGULATIONS FOR DETACHED RESIDENTIAL LOTS

1. **Lot Specifications.** Lots for single-family detached residences created under the terms of this Planned Development District shall conform to the following:

   a) Minimum Lot Size: 2,150± square feet.

   b) Average Lot Size: 2,600± square feet.

   c) Maximum Lot Size: 4,790± square feet.

   d) Lot Width: Minimum 32 feet

   e) Corner Lot Width: Minimum 38 feet

2. **Building Height Maximum.** 35 feet and two stories of livable area

3. **Minimum Setbacks.**

   a) Front Porch at Street: 7 feet

   b) Front Porch at Paseo: 5 feet

   c) Front Wall Plane at Street: 13 feet

   d) Front Wall Plane at Paseo: 7.6 feet

   e) Side Yard Along Street: 6 feet

   f) Side Yard Along Alley: 5 feet

   g) Side Yard Along Paseo: 5 feet

   h) Side Yard Separation (Building to Building): 10 feet

   i) Building Face to Building Face: 32 feet

   j) Garage Face to Face of Curb Along an Alley: 6 feet

   k) Garage Face to Garage Face Along an Alley: 32 feet

   l) Building Face to Arroyo Seco Channel Right-of-Way: 30 feet

H. DEVELOPMENT REGULATIONS FOR ATTACHED RESIDENTIAL LOTS

1. **Lot Specifications (Townhomes).** Lots for attached single-family residences created under the terms of this Planned Development District shall conform to the following:

a) Minimum Lot Size: 1,000 square feet.

b) Average Lot Size: 1,600 ± square feet.

c) Maximum Lot Size: 3,600 square feet.

2. **Lot Specifications (Flats).** Lots for multi-family residences created under the terms of this Planned Development District shall conform to the following:

a) Minimum Lot Size: 7,100 square feet.

b) Average Lot Size: 8,900 ± square feet.

c) Maximum Lot Size: 9,700 square feet.

3. **Building Height Maximum.** 45 feet and 3 Stories of livable area.

4. **Minimum Setbacks.**

a) Front Porch at Street: 7 feet

b) Front Wall Plane at Street: 15 feet

c) Building Side to Building Side – No Pathway: 12 feet

d) Building Side to Building Side – With Pathway: 15 feet

e) Porch / Courtyard Separation at Paseos: 15 feet

f) Garage Face to Garage Face Along Alley: 32 feet

g) Building Face to Arroyo Seco Channel Right-of-Way: 30 feet

5. **Average Setbacks.** Building Face to Building Face along Paseos: 34 feet (average for each paired building cluster)

I. PARKING

1. **Detached dwellings:** Minimum 2 car garage with 1 guest space per unit.

2. **Attached/multi-family dwellings:** Minimum 2 car garage with 0.25 guest spaces per unit.

J. OPEN SPACE

1. **Parks:** Minimum of one neighborhood park with a minimum size of 0.20 acres on each side of the Arroyo Seco Channel.

2. **Single Family:** No minimum. The Arroyo Vista Neighborhood Plan assumes each lot incorporates private open space as defined by the minimum building setbacks.

    a) Porches shall be minimum of 7 feet in either dimension.

3. **Multi-Family:** Minimum 1,000 square feet per unit spread out among three types of open space as follows:

    a) Private Open Space (porches, decks, and courtyards for the exclusive use of private dwelling, with minimum of 7 feet in both dimensions): 10%-30%.

    b) Semi-Private Open Space (outdoor areas between porches and sidewalks and between buildings and drive aisles): 20%-35%

    c) Common Open Space (useable spaces such as neighborhood parks, gardens, and paseos): 40%-60%.

4. **Width of a Paseo:** Minimum 15 feet.

K. REVIEW PROCESS

1. Residential development covered by this Planned Development is subject to the Transfer of Development Credit (TDC) Ordinance and fees.

2. Before a building permit is issued for any new structure, or a grading permit for grading, the property owner shall obtain Site Plan and Design Review approval under Part 9 of the Livermore Development Code. The site plan approval for property within this PD-R district may include development conditions not limited to building design and arrangement, circulation, access, lighting, fencing, landscaping and screening, and maintenance of common area.

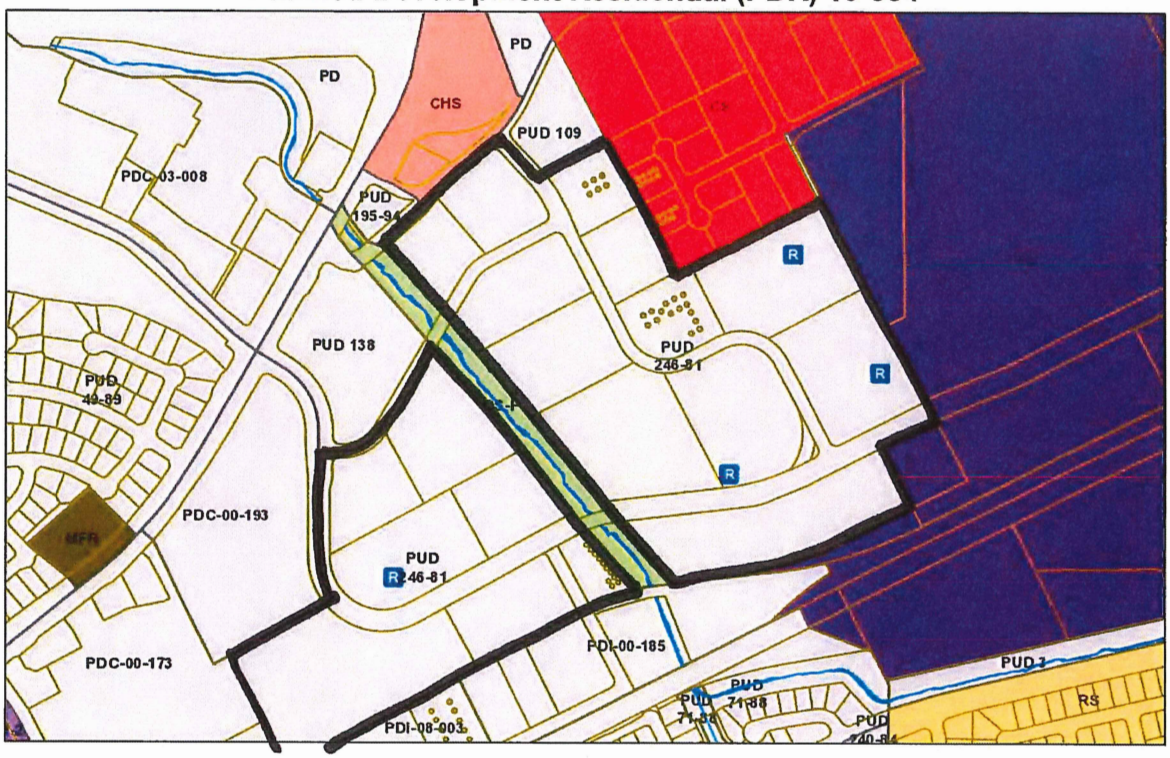
3. Minor changes to the site plan and architectural and landscape plans shall be reviewed and approved by City staff if they are determined to be in substantial conformance with the approved plans and are consistent with the intent of this Planned Development and the Arroyo Vista Neighborhood Plan.

4. A variance to the terms of this Planned Development may be approved by the Planning Commission subject to the requirements of Chapter 9.10 of the Livermore Development Code.

EXHIBIT B

Exhibit A
to PD-R 16-004

Zoning Map Amendment from PUD 246-81 to Planned Development Residential (PDR) 16-004



Amendment:

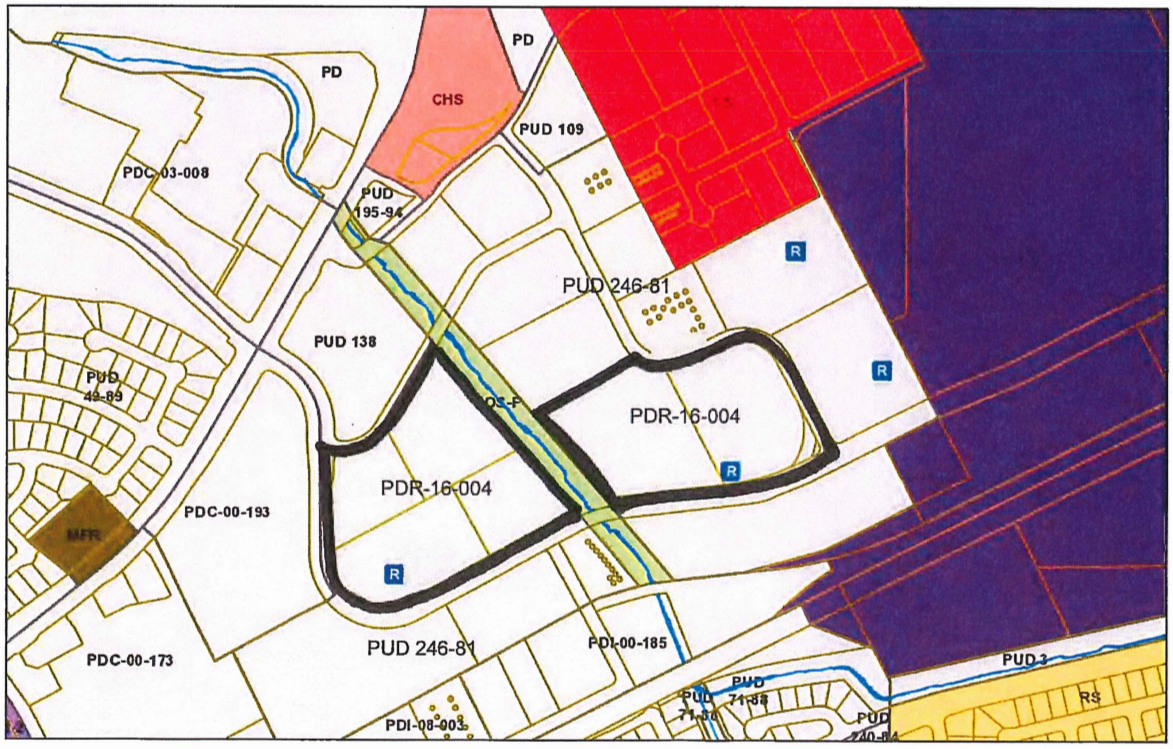


EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Developer shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

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

Completed Operations

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

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.

EXHIBIT C

RECORDING REQUESTED BY:
AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

R & T CODE 11922, Governing agency acquiring title
Exempt from filing fees per Government Code §§ 27383 and 6103

APN 099-1325-024, 099-1325-022-02, 099-1325-023, 099-1325-029-02, 099-1325-030-04, 099-1325-027-02, 099-1325-089, 099-1325-090, 099-1325-091

BRIDGE OPERATIONS AND MAINTENANCE AGREEMENT

RECITALS

This Bridge Operations and Maintenance Agreement ("Agreement") is entered into this___ day of _____, in the year 20____, by and between the City of Livermore ("**City**") and ____Trumark Homes, LLC a California Limited Liability Company, ("**Property Owner**"), an owner of real property located in Livermore, California.

WHEREAS, the Property Owner, its administrators, co-owners, executors, successors, heirs, assigns or any other persons, including any homeowner's association (hereinafter referred to as "Property Owner") is the owner of real property for the residential development commonly known as Tract 8379 Arroyo Vista Phase 1 (West) and Tract 8689 Arroyo Vista Phase 2 (East), collectively (the "**Property**") more particularly described and shown in Exhibit "A".

WHEREAS, the Alameda County Flood Control and Water Conservation District, Zone 7 ("Zone 7") is the property owner of certain real property commonly known as Arroyo Seco Channel as more particularly described in Exhibit "B"; and

WHEREAS, the Property Owner has proposed a pedestrian bridge across the Arroyo Seco Channel between Tract 8379 and Tract 8689 including but not limited to the bridge structure, elevators, walkways, stairways, and pedestrian pathway, any structural components attached to the bridge, any infrastructure required to access the bridge, and any other infrastructure or improvements related to the bridge, (hereinafter referred to as "**Bridge Improvements**"), which have been approved by City in the Tract 8379 Subdivision Improvement Agreement entered into between the City and Property Owner on _____, 20____ and recorded with the Alameda County Recorder's Office on _____, 20____. Pursuant to the Subdivision Improvement Agreement, Property

EXHIBIT C

Owner is required to construct, maintain and create a funding mechanism for the maintenance of the Bridge Improvements. The Property Owner and its successors and assigns will be the legal owner of the Bridge Improvements. Pursuant to this Agreement the Property Owner authorizes the City to operate and maintain the Bridge Improvements in order to protect the health, safety and welfare of the City's citizens.

WHEREAS, on , 2024, Alameda County Flood Control and Water Conservation District, Zone 7 ("Zone 7") dedicated an Aerial Easement to the City on behalf of the Property Owner to construct and maintain the Bridge Improvements. A copy of the Aerial Easement Dedication is attached hereto and incorporated herein as Exhibit "C".

WHEREAS, Section 53313(g) of the Mello-Roos Community Facilities Act of 1982, as amended ("Mello-Roos Act"), authorizes the City to establish a community facilities district to finance the maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City or by another local agency. The Mello-Roos Act defines "maintenance" to include replacement, and the creation of funding of a reserve fund to pay for a replacement.

WHEREAS, on , pursuant to Resolution No. ____ ("Resolution of Formation") and the Mello-Roos Act, the City established the City of Livermore Community Facilities District No. 2023-2 (Arroyo Vista Maintenance and Services) ("CFD No. 2023-2").

WHEREAS, pursuant to the Resolution of Formation, and for the purpose of providing funds to operate and maintain the City's real property interests in the Bridge Improvements, CFD No. 2023-2 is authorized to finance the operation, maintenance, repair and replacement of the Bridge Improvements pursuant to two annual contingent special taxes, an Annual Contingent Bridge Operation/Maintenance Services Special Tax and an Annual Contingent Bridge Repair/Replacement Services Special Tax. In the event that the Property Owner is required to construct the Bridge Improvements, Property Owner shall operate, maintain the Bridge Improvements within the defined "Bridge Maintenance Area" as more particularly described in Exhibit "D".

WHEREAS, the City and the Property Owner have agreed that any successor in ownership to the Property, or homeowner's association ("HOA") if applicable, shall be required to operate and maintain all the Bridge Improvements in accordance with the terms of this Bridge Maintenance Agreement.

NOW, THEREFORE, the City and Property Owner hereby agree that the aforementioned recitals are true and correct and are incorporated herein by reference to this Agreement, and further agree as follows:

SECTION 1: CONSTRUCTION OF BRIDGE IMPROVEMENTS

The Property Owner shall construct the Bridge Improvements within the Bridge Maintenance Area shown on Exhibit "D" in strict accordance with the Subdivision Improvement Agreement dated _____, 20___ and the approved plans and specifications identified for the development and any other requirements thereto which

have been approved by the City in conformance with appropriate City ordinances, guidelines, criteria and other written direction.

SECTION 2: OPERATION & MAINTENANCE RESPONSIBILITY

This agreement shall serve as the signed statement by the Property Owner accepting responsibility for operation and maintenance of the Bridge Improvements as set forth in this Agreement until the responsibility is legally transferred to another entity pursuant to the conditions of this Section. Before the Property is legally transferred or leased to another entity, the Property Owner shall provide to the City at least one of the following:

1. A signed statement from the City assuming post-construction responsibility for the operation and maintenance of the Bridge Improvements and attesting that the Bridge Improvements are in strict compliance with the Subdivision Improvement Agreement dated _____, 20___ and the approved plans and specifications identified for the development; or

2. Written conditions in a sales or lease agreement requiring a buyer or lessee to assume responsibility for the operation and maintenance of the Bridge Improvements consistent with the provisions of this Agreement, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or

3. Any other legally enforceable agreement or mechanism that assigns responsibility for the operation and maintenance of the Bridge Improvements.

SECTION 3: ROUTINE OPERATION AND MAINTENANCE OF BRIDGE IMPROVEMENTS

The Property Owner shall not destroy or remove the Bridge Improvements from the Property nor modify the Bridge Improvements, in a manner that lessens their effectiveness or aesthetics, as determined by the City. The Property Owner shall not allow any structure or building to be attached or connected to the Bridge Improvements without the prior written approval of the City.

The Property Owner shall adequately preserve and provide Routine Maintenance of the Bridge Improvements in accordance with the maintenance plan attached and incorporated herein as Table 1 of Exhibit “E” (“Maintenance Plan”). “Routine Maintenance” and “Annual Contingent Bridge Operation/Maintenance Services” (as the latter term is defined in Exhibit A (Description of Services) to the Resolution of Formation for CFD No. 2023-2) shall have the same meaning: routine operation and maintenance of the Bridge Improvements as needed to keep the Bridge Improvements in good working condition including, but not limited to, trimming of vegetation and debris removal, repair to bridge deck, bridge rails, stairways, lighting, signage, painting, elevator maintenance and inspection, graffiti removal and trash pickup. The costs of Annual Contingent Bridge Operation/Maintenance Services include any associated electricity, water and other utility

costs. The Annual Contingent Bridge Operation/Maintenance Services include acquisition, use and disposal of hydraulic fluid required to lift the elevators and any required cleaning chemicals and petroleum-based lubricants for keeping the elevator equipment and motors clean and operational, and any graffiti removal cleaning chemicals and or paint used as part of the required graffiti removal process. The costs included in this paragraph are routine expenses incurred to ensure the functional and safe working condition of the assets.

If the City determines in its discretion that the property owner(s) of the Property failed to provide the Annual Contingent Bridge Operation/Maintenance Services to reasonable City standards, the City will notify the property owner(s) of such failure. Should the deficiency not be corrected within ninety (90) days of the City providing notice, the City will assume responsibility for providing the Annual Contingent Bridge Operation/Maintenance Services on the date specified by the City and may levy the Annual Contingent Bridge Operation/Maintenance Services Special Tax beginning in the immediately succeeding Fiscal Year.

If the property owner(s) of Taxable Property request the City to provide the Annual Contingent Bridge Operation/Maintenance Services by submitting a written request to the City's Public Works and Engineering Department and the City Manager accepts this request, which the City is under no obligation to accept, and the City approves the request to provide the Annual Contingent Bridge Operation/Maintenance Services, the Annual Contingent Bridge Operation/Maintenance Services Special Tax shall be levied beginning in the immediately succeeding Fiscal Year. Such request must be received from the property owner(s) of Taxable Property by May 1 of any Fiscal Year.

SECTION 4: REPAIR AND REPLACEMENT OF BRIDGE IMPROVEMENTS

The terms "Bridge Repair and Replacement Services" and "Annual Contingent Bridge Repair/Replacement Services" (as the latter term is defined in Exhibit A (Description of Services) to the Resolution of Formation for CFD No. 2023-2) shall have the same meaning: all costs associated with the maintenance, repair and replacement of the private pedestrian bridge across the Arroyo Seco between Tract 8379 and Tract 8689, including the bridge itself, adjacent elevators, any structural components attached to the bridge, any infrastructure required to access the bridge, and any other infrastructure or improvements related to the bridge (collectively, the "Bridge Improvements") so that the Bridge Improvements continue to operate as originally designed and approved. "Repair and Replacement Services" include, but are not limited to, preventative maintenance activities, demolition, reconstruction costs (including design, administrative and construction costs) and any required environmental studying, monitoring and reporting activities. The costs included in Repair and Replacement Services are intended to constitute capital expenditures that increase the assets' useful life.

If the Bridge Improvements have been constructed, the City shall levy the Annual Contingent Bridge Repair/Replacement Services Special Tax in CFD No. 2023-2 to finance

the Bridge Repair and Replacement Services on an annual basis. Taxes collected for the Bridge Repair and Replacement Services include all costs for the work mentioned in the paragraph above and as described in Table 2 of Exhibit "E". When the Property Owner is ready to perform Bridge Repair and Replacement Services, they shall provide the City with a written proposal request that includes a scope of work and an estimate of costs quoted by a licensed engineer in California. The City shall review the proposal to confirm it includes, but is not limited to, the required environmental permitting, monitoring, design, and any applicable prevailing wage requirements. The proposal shall include a breakdown of cost milestones for each phase of work that the City and the Property Owner shall mutually agree upon at the time of request. Property Owner shall provide the City with invoice documentation as backup to the proposed cost breakdown as well as conditional and unconditional waivers upon payment. The City shall reimburse the Property Owner for all City approved invoices.

If the Property Owner fails to perform the required Bridge Repair and Replacement Services per Section 7 below or the Property Owner has requested that the City perform the Bridge Repair and Replacement Services for the Bridge Improvements and the City has agreed to perform the Repair and Replacement Services, the City shall utilize the Annual Contingent Bridge Repair/Replacement Services Special Taxes collected for this work in accordance with Section 8 below.

The City shall, at its sole discretion, maintain the option of utilizing the Maximum Annual Contingent Bridge Repair/Replacement Services Special Taxes collected to fund Annual Contingent Bridge Repair/Replacement Services Costs maintenance activities required if the Property Owner fails to perform those activities per Section 7 below.

SECTION 5: NECESSARY CHANGES AND MODIFICATIONS

The Property Owner shall make changes or modifications to the Bridge Improvements within the Bridge Maintenance Area shown in (Exhibit "D") and/or the Maintenance Plan (Exhibit "E") as may be determined as reasonably necessary by the City to ensure that all Bridge Improvements are properly maintained and continue to operate as originally designed and approved.

If the Property Owner desires to modify any Bridge Improvements in any way, the Property Owner shall submit the proposed modifications in writing, complete with plans, and a building permit application, if necessary, to the City for approval. Upon City's approval, any necessary modifications to this agreement shall be made and the modified agreement shall be signed, notarized, and recorded.

SECTION 6: ACCESS TO THE BRIDGE IMPROVEMENTS

1. The Property Owner hereby grants permission to the City, and their authorized agents and employees to enter the Bridge Improvements at reasonable times and in a reasonable manner to inspect, assess or observe the Bridge Improvements in order to ensure that the Bridge Improvements are being properly operated and maintained. Property Owner further grants to City the right to enter upon the Bridge

Improvements when the City has a reasonable basis to believe that a failure to properly maintain the Bridge Improvements is occurring, has occurred or threatens to occur, and to assume responsibility for providing the Annual Contingent Bridge Operation/Maintenance Services or the Annual Contingent Bridge Repair/Replacement Services as described herein. The City also has a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of the Agreement or other written direction. The City shall provide reasonable notice to the Property Owner before entering the property.

2. The Property Owner agrees to grant an irrevocable offer to dedicate a public access easement over the Bridge Improvements, or enter into an easement agreement with the City granting evocable right public access and use of the Bridge Improvements, as long as the Bridge Improvements, or any replacement of the Bridge Improvements, are in existence. At no time shall Property Owner or its designee direct, take or permit any action to prevent members of the public from accessing or using the Bridge Improvements.

3. Prior to entering Zone 7's property, the area subject to the aerial easement, Property Owner or their designee shall first obtain the standard form encroachment permit from Zone 7 and pay all required fees for such permit. Property Owner shall not interfere with Zone 7's primary use of the property for flood control purposes.

SECTION 7: FAILURE TO REPAIR AND/OR REPLACE BRIDGE IMPROVEMENTS

Should the Property Owner fail to perform the Bridge Repair and Replacement Services for the Bridge Improvements within the Bridge Maintenance Area shown on Exhibit "D", as determined by the City and in compliance with the Maintenance Plan attached as Exhibit "E", the City may issue a written notice to the Property Owner specifying the required repairs and a reasonable amount of time, as determined by the City, for the repairs to be completed by the Property Owner.

In the event that the Property Owner fails to perform the Bridge Repair and Replacement Services for the Bridge Improvements such that there is a risk to life, health and/or safety, the City may at its discretion take over the Bridge Repair and Replacement Services as described in Exhibit "E" and utilize the Annual Contingent Bridge Repair/Replacement Services Special Taxes collected from CFD 2023-2 to pay for those activities as described in Section 8 below.

Property Owner agrees that its failure to perform any Bridge Repair or Replacement Services for the Bridge Improvement(s) in a timely manner per the City's written notice constitutes a public nuisance without further proof, and the City, with reasonable notice, may enter the Property and take whatever steps it deems necessary and appropriate to return the Bridge Improvement(s) to good working condition. Such notice will not be necessary if emergency conditions require immediate remedial action. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Bridge Improvement(s) and in no event shall this Agreement be construed to impose any such obligation on the

City.

SECTION 8: REIMBURSEMENT OF CITY EXPENDITURES

In the event the City, pursuant to the Agreement, performs any Routine Maintenance to ensure the functional and safe working condition of the Bridge improvements or any Bridge Repair or Replacement Services, including any reinspection's or any actions it deems necessary or appropriate to return any Bridge Improvements to good working condition as indicated in Section 7, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, or similar uses, the City may utilize the Community Facilities District (CFD) 2023-2 Arroyo Vista Maximum Annual Contingent Bridge Operation/Maintenance Services Special Taxes for the maintenance of the Bridge Improvements and the Maximum Annual Contingent Bridge Repair/Replacement Services Special Taxes for the repair and/or replacement of the Bridge Improvements.

The City will only levy the Annual Contingent Bridge Operation/Maintenance Services Special Taxes for the operation and maintenance of the Bridge Improvements in the event the City determines in its discretion that the Property Owner failed to maintain the Bridge Improvements per as indicated in Section 6, or the Property Owner has requested that the City to perform the Routine Maintenance of the Bridge Improvements and the City has agreed to perform the Routine Maintenance. In the event of a request by Property Owner for the City to perform Routine Maintenance of the Bridge Improvements, such request must be received from the Property Owner by May 1 of any Fiscal Year; if the City agrees to perform the Routine Maintenance of the Bridge Improvements, the Maximum Annual Contingent Bridge Operation/Maintenance Services Special Tax assigned to the Property shall be effective in the following Fiscal Year.

The City will levy the Maximum Annual Contingent Bridge Repair/Replacement Services Special Taxes for the maintenance of the Bridge Improvements if the City determines that the Bridge Improvements have been constructed and completed in accordance with the terms of the Subdivision Improvement Agreement.

If these costs are not paid within the prescribed time period per the CFD Rate and Method of Apportionment (RMA) set forth in CFD No. 2023-2, the City may utilize any remedies permitted under the Mello-Roos Act, in addition to and not in lieu of any and all legal remedies as provided by law, available to the City as a result of the Property Owner's failure to maintain, repair and/or replace any Bridge Improvements.

SECTION 9: INDEMNIFICATION

The Property Owner shall indemnify, hold harmless and defend the City and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including all attorney fees claimed or which might arise or be asserted against the City that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the Bridge Improvements by the Property Owner or the City,

including inverse condemnation. In the event a claim is asserted against the City, its authorized agents, officers, officials or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents, officers, officials, or employees shall be allowed, the Property Owner shall pay for all such costs and expenses. This section shall not apply to any claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed which arise due solely to the negligence or willful misconduct of the City.

SECTION 11: CONTINUATION OF SERVICES

Property Owner agrees and acknowledges that it will pay an amount equivalent to the Annual Contingent Bridge Repair/Replacement Services Special Tax and the Annual Contingent Bridge Operation/Maintenance Services Special Tax that would have been levied if such special taxes are ever eliminated or reduced for any reason, including any vote of the qualified electors in CFD No. 2023-2. Property Owner agrees and acknowledges that the City shall have no financial obligation to operate, maintain, repair and/or replace the Bridge Improvements if funding from CFD No. 2023-2is no longer available, it having been a condition of permitting development of the Property and construction of the Bridge Improvements that the Property Owner provide for a perpetual funding mechanism for operation, maintenance, repair and replacement of the Bridge Improvements. If for any reason, CFD No. 2023-2 ceases to levy and collect the Annual Contingent Bridge Repair/Replacement Services Special Tax or the Annual Contingent Bridge Operation/Maintenance Services Special Tax for the Bridge Improvements, Property Owner shall be solely responsible for any and all operation, maintenance, repair and replacement of the Bridge Improvements.

SECTION 12: TRANSFER OF PROPERTY

This Agreement shall run with the title to the land. The Property Owner further agrees that whenever the Property is held, sold, conveyed or otherwise transferred, the Property shall be subject to this Agreement which shall apply to, bind and be obligatory to, all present and subsequent owners of the Property.

SECTION 13: SEVERABILITY

The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Property Owner is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

SECTION 14: RECORDATION

This Agreement shall be recorded by the Property Owner, or by the City by mutual

agreement, within 30 days after the execution date of this Agreement as stated above among the deed records of the County Recorder's Office of the County of Alameda, California at the Property Owner's expense. If Property Owner does not record within the 30-day time period, City may record this Agreement at any time pursuant to this Section at the expense of Property Owner.

SECTION 15: EFFECTIVE DATE AND MODIFICATION

This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the City and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

SECTION 16: ACTIONS TO ENFORCE

If any action at law or in equity, including an action for declaratory relief, is brought to 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 they may be entitled.

SECTION 17: 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.

SECTION 18: NOTICE

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

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

TO PROPERTY OWNER: Tony Bosowski, Authorized Agent
TH Arroyo Vista LLC,
a California Limited Liability Company
3001 Bishop Dr., Ste. 100
San Ramon, CA 94583

Either party may change such address or contact person by written notice by registered mail to the other.

****

Signatures and Attachment List on the Next Page

In concurrence and witness whereof, ar**EXHIBIT C**n of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

PROPERTY OWNER: **Dated:**
TH Arroyo Vista LLC, a California
Limited Liability Company

_____ _____

Tony Bosowski
Its: Authorized Agent
3001 Bishop Dr., Ste. 100
San Ramon, CA 94583

CITY OF LIVERMORE: **Dated:**

_____
Marianna Marysheva, City Manager

(ALL SIGNATURES NEED TO BE NOTARIZED)

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments:

Exhibit A –Tract 8379 and 8689 Boundary Map, Plat and Legal Description
Exhibit B – Zone 7 Arroyo Seco Channel Property
Exhibit C – Aerial Easement Dedication
Exhibit D – Bridge Operation and Maintenance Area
Exhibit E – Bridge Operation and Maintenance Plan

LIVERMORE
CALIFORNIA

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

DATE: February 12, 2024

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Resolution authorizing establishment of Administrative Guidelines for the deferral of Downtown Parking In-Lieu Fees.

RECOMMENDED ACTION

Staff recommends City Council adopt a resolution establishing Administrative Guidelines authorizing the Community Development Director to defer payment of Downtown Parking In-Lieu Fees.

SUMMARY

Businesses operating in Downtown Livermore must comply with parking standards set forth in the Downtown Specific Plan and Livermore Development Code. Downtown businesses can satisfy the parking requirements by providing spaces on site or paying an in-lieu fee of $22,890.31 per space. The in-lieu payment option is often used by Downtown businesses when parking is limited by site constraints or to convert parking into permanent outdoor uses to support business viability. Paying the in-lieu fee upfront has recently been identified as a challenge for new and expanding businesses navigating the lingering economic effects of the Covid-19 Pandemic as well as increased material and labor costs, which is impacting the City's ability to support new businesses in Downtown. Staff recommends the City Council adopt Administrative Guidelines authorizing the Community Development Director to defer payment of parking in-lieu fees, which would help facilitate new businesses and visitor experiences in Downtown, address barriers to entry in the marketplace, and maintain the City's financial sustainability.

DISCUSSION

The Downtown Specific Plan identifies Goals and Strategies to facilitate new businesses to create a strong local economy and exceptional visitor experience. The City's five-year Strategic Plan also identifies growing Livermore's tourism economy, specifically the food and beverage industries, as an objective.

Beginning in 2020, the Covid-19 Pandemic negatively affected local commerce and altered operations in Downtown. Extraordinary economic changes due to the pandemic have had lasting impacts, and Downtown businesses continue to face economic challenges resulting from the pandemic, such as

increases in labor and materials costs and increases in the cost of construction for renovations and improvements.

Downtown businesses are required to comply with parking standards set forth in the Downtown Specific Plan and Livermore Development Code. If unable to provide required parking on site, Downtown businesses can satisfy parking requirements through an in-lieu payment of $22,890.31 per space, which is due in advance of the business opening. The upfront nature of the in-lieu fee, combined with the lingering economic consequences of the Covid-19 pandemic and cost inflation, is presenting challenges for new and expanding businesses in the Downtown.

While parking in-lieu fees are required to be paid at the time of building permit issuance, section 4.04.050 C.2.c. of the Livermore Development Code authorizes a deferment option subject to Council approval:

“Parking in-lieu fees shall be collected at the issuance of the first building permit. The City Council may, by Resolution, adopt administrative guidelines to provide a special fee deferral program in response to unprecedented conditions such as extraordinary economic changes.”

In compliance with the Livermore Development Code, the proposed Administrative Guidelines do not waive the parking requirements or the payment of an in-lieu fee. The Administrative Guidelines would simply grant authority to the Community Development Director to defer payment of the parking in-lieu fees. The Director would have this authority for a period of 10 years or until Council repeals or amends the Administrative Guidelines.

Payment deferral would be implemented through an administrative agreement between the business operator and the City. The agreement would establish terms and conditions for payment over time up to a maximum of five (5) years. (The Livermore Municipal Code currently authorizes administrative agreements for payment deferral of other impact fees past the deadline of building permit issuance.) The intent of the deferral program is to allow new and local businesses to invest resources into operations, realize cash flow, and pay fees in full over time, without negatively affecting the availability of parking in the Downtown.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no administrative or fiscal impacts associated with the proposed Administrative Guidelines. Deferral Agreements will be processed as part of the normal entitlement and building permit review process.

COMMUNITY PILLAR

4: Inclusive and Inviting Spaces and Places

GOAL

3: Continue to implement the Downtown Specific Plan

ATTACHMENTS

1. Resolution
2. Exhibit A - Administrative Guidelines

Prepared by: Andy Ross
Economic Development Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ESTABLISHING ADMINISTRATIVE GUIDELINES FOR DEFERRAL OF DOWNTOWN PARKING IN-LIEU FEES

In 2004, the City Council adopted the Downtown Specific Plan establishing goals and development standards, including parking requirements, for new businesses in Downtown Livermore.

In 2017, the City Council adopted a resolution establishing the Downtown Parking in-lieu fee as an option for new businesses to satisfy Downtown parking requirements.

Paying the parking in-lieu fees prior to the business opening is challenging for new and young businesses due to the lingering economic effects of the Covid-19 pandemic as well as inflation and increased material and labor costs.

Livermore Development Code section 4.04.050C.2.c allows deferral of Downtown parking in-lieu fees subject to adoption of a City Council resolution establishing Administrative Guidelines.

Administrative Guidelines authorizing the Community Development Director to defer payment of parking in-lieu fees would help facilitate new businesses and visitor experiences in Downtown consistent with the Downtown Specific Plan goals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby adopts the Administrative Guidelines governing the deferral of Downtown Parking in-lieu fees, attached hereto as Exhibit A.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on February 12, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST: APPROVED AS TO FORM:

_____ */s/ Katherine Mirassou*
Deborah L. Elam Katherine Mirassou
Acting City Clerk Deputy City Attorney

Exhibit A – City of Livermore Administrative Guidelines: Downtown Parking In-Lieu Fee Deferral Program

RESOLUTION NO. _____

CITY OF LIVERMORE ADMINISTRATIVE GUIDELINES:
Downtown Parking In-Lieu Fee Deferral Program

PURPOSE

The City Council has authorized deferral of Downtown Specific Plan parking in-lieu fees pursuant to Livermore Development Code 4.04.050C.2.c., which allows the City Council to adopt administrative guidelines to provide a special fee deferral program in response to unprecedented conditions such as extraordinary economic changes.

Local businesses continue to experience economic challenges due to the lingering effects of the Covid-19 Pandemic, as well as inflation and increases in labor and materials costs, which collectively have the potential to inhibit continued growth and investment in Downtown. Therefore, the ability to defer parking in-lieu fees could facilitate opportunities to introduce new businesses into Downtown consistent with Downtown Specific Plan goals to create a vibrant, amenity rich cultural center.

The Downtown Specific Plan parking in-lieu fees deferral program (Program) allows eligible businesses and new development that are faced with difficult economic circumstances to defer payment of in-lieu parking fees, beyond the issuance of a building permit, through an administrative agreement subject to review and approval of the Community Development Director up to a maximum of five (5) years.

PROCEDURE - ADMINISTRATION

The Community Development Director shall administer the Downtown Specific Plan parking in-lieu fees deferral program (Program) in accordance with this Administrative Guideline. Administrative functions will include: reviewing deferral requests to ensure consistency with the purpose and intent of this Program; preparing an administrative agreement identifying terms for payment of fees over time up to a maximum of five (5) years; enforcement of terms; and record keeping. Applicants requesting to defer parking in-lieu fees must have submitted a complete application to the Community Development Department for new site development or a new business in an existing site consistent with the land uses and standards set forth in the Downtown Specific Plan.

AUTHORITY

All decisions of the Community Development Director regarding the application of this policy shall be final. The Downtown Specific Plan parking in-lieu fees deferral program shall be in effect for 10 years or until such time as the City Council deems the deferral program no longer necessary. Amendments or revisions to these Administrative Guidelines may be necessary periodically and shall be made by formal action of the City Council.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.1**

DATE: February 12, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.1	Airport Commission annual update, presented by Chair Darin Bishop. Material: PowerPoint Presentation
5.4	Resolution approving Final Tract Map 8379 Arroyo Vista - Phase 1, and authorizing execution of a Subdivision Improvement Agreement for the Arroyo Vista Project located on the west side of the Arroyo Seco Channel along Las Positas Road. Material: Supplemental Memo and Revised Subdivision Agreement
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Helena Graves
Deputy City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



Livermore Municipal Airport
Annual Airport Update

February 12, 2024

Presented by Darin Bishop, Airport Commission Chair

LIVERMORE CALIFORNIA

1

Airport Commission

- The Airport Commission is made up of five members
- Term Length: 4 years
- Term Limit: 2 years
- The commissioners are
  - Darin Bishop, Chair
  - Christopher Dombrowski, Vice Chair
  - Jon Levine
  - Victoria Schellenberger
- Recruitment to fill current vacancy currently in progress



LIVERMORE CALIFORNIA

2

Livermore Airport 2023 In-review

- Approval, Advisory, and Community Outreach Activities at the airport in 2023:
  - Airport Development Policy (Approval)
  - Airport Hangar Policy Update (Approval)
  - Provided direction on Airport Minimum Standard for Commercial Aeronautical Activity to include Unleaded Aviation Fuel (Advisory)
  - Casper Noise Monitoring System installed and activated (Advisory)
  - Began Fly Quiet, Fly Friendly program, updating airport signage, increasing outreach, and addressing airport noise in more meaningful ways. (Advisory)
  - Conducted the Airport Open House (Community Outreach)



LIVERMORE

3

Annual Operations

Airport activity has decreased since 2022 due to an extended rain season and increases in fuel prices but continues to be strong placing LVK as one of the busiest airports in the state, even compared to larger commercial airports.

- 2023 – 181,176 operations
- 2022 – 197,236 operations
- 2021 – 184,208 operations
- 2020 – 151,644 operations
- 2019 – 160,746 operations

* *Historical: Highest Operations at LVK: 282,261 (1993)*
* *Aircraft operation defined as a landing and take-off of any aircraft at the Airport*

LIVERMORE

4

Asset to the Tri Valley

LVK Airport serves as an important asset to the Tri Valley Area:

- Air tours, flight training, aircraft maintenance, and avionics
- Supports associations that promote aviation and STEM education for youth through the Civil Air Patrol, the Experimental Aviation Association, and Robot Gardens reaching hundreds of youth per year
- Supports Emergency, Law Enforcement, and Disaster Relief services for the Tri Valley
- Provides access for emergency medical flight services as well as Angel Flights for families in need and children with complex medical conditions
- Provides a gateway to the Tri Valley area for businesses such as Ross, Chevron, Costco, Safeway, and many others



Angel Flight West



LIVERMORE

5

Projects at the Airport

Current projects to be reviewed/discussed by the Airport Commission in 2024:

- Airport Land Use Development Analysis
- Additional Projects/Policies as they arise

LIVERMORE

6

Questions?



LIVERMORE

7

LIVERMORE
CALIFORNIA

SUPPLEMENTAL MEMORANDUM

Date: February 12, 2024

To: Honorable Mayor and City Council Members

From: Paul Spence, Assistant City Manager

Subject: City Council Meeting – February 12, 2024
Agenda Item 5.4

Agenda Item 5.4 presents for City Council consideration the approval of Final Tract Map 8379, a development project for the Arroyo Vista - Phase 1 Project located on the west side of the Arroyo Seco Channel along Las Positas Road. (“Project”).

Please see attached revised Exhibit B for the Subdivision Improvement Agreement. The modification to the Agreement is located in Sub-Exhibit C (Bridge Maintenance Agreement) and includes the addition of Sub-Exhibits A through F supporting the Bridge Maintenance Agreement (not originally included in the published packet) and a revision to page 45 of the agreement adding section 17 and sub-exhibit F for insurance requirements.

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
l052 So. Livermore Avenue
Livermore, California 94550

SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

A. The Developer is the owner of real property located within the corporate limits of the City of Livermore and presented to the City Council of the City of Livermore a proposed subdivision, Tract Map No. 8379 Recorded under Series No. , dated , Official Records of Alameda County, California.

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

C. The Developer has asked the City to accept the dedication of the street or streets shown on the map and approve the map. Public improvements have not yet been completed according to the requirements of the map and the City. As consideration for the acceptance of the final map and offer of dedication, the parties desire to establish an agreement binding the Developer to complete the public improvements prior to occupancy of the first residential dwelling unit other than a model home but in any event no later than two years after the date this Agreement is executed, excepting those improvements with a different completion date as outlined in the attached Exhibit A, or Section 3 Special Conditions of this Agreement, if applicable.

AGREEMENT

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

1. Approval of Map - The City approves the subdivision of Tract No. 8379 and agrees to accept the dedication of the related public works improvements for future maintenance.

2. Performance of Improvements - The Developer shall perform all work as specified in the Engineering Considerations at Exhibit "A", attached and incorporated herein by this reference, in strict accordance with all specifications, plans, 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 the Developer's sole cost and expense. The Developer has provided detailed improvement plans, for all on-site and off-site improvements required by the Engineering Considerations in Exhibit "A". All required improvements shall be constructed in accordance with the approved improvement plans (dated November 7, 2023, sheets 1-181), and current City standard specifications and details all of which are on file in the office of the City Engineer.

3. Special Conditions - The Developer shall be required to comply with the special conditions as follows:

(a) In accordance with the conditions of approval for Arroyo Vista Phase 1, Tract 8379 (hereinafter "the Project"), the Developer is required to construct a pedestrian bridge across the Arroyo Seco Channel, a channel owned by Alameda County Zone 7, no later than the issuance of the 240th building permit for the Project. The Developer is also required to obtain an aerial easement for the pedestrian bridge. Zone 7 has granted an aerial easement to the City for the construction, use and maintenance of the bridge. The following conditions shall be applied to Developer for the construction of the pedestrian bridge:

i. Developer shall execute a Bridge Agreement with the City for purposes of constructing, reconstructing, operating, maintaining, repairing and replacing the pedestrian bridge within the City's aerial easement and provide additional insurance as required by the City prior to the issuance of the 41st building permit for a residential dwelling unit other than a model home for the Project, and shall record the Bridge Agreement with the Alameda County Recorder's Office. The Bridge Agreement shall be in substantial conformance with the Agreement attached hereto as Exhibit C.

ii. The City shall not issue a certificate of occupancy for any residential dwelling unit other than a model home until the Bridge Agreement is recorded with the Alameda County Recorder's Office.

iii. Prior to entering upon Zone 7's property, the Developer shall first obtain the standard form encroachment permit from Zone 7.

iv. Developer shall complete construction of the pedestrian bridge across the Arroyo Seco Channel no later than the issuance of the 240th building permit for a residential dwelling unit other than a model home for the Project.

The Developer has also filed a site plan design review modification (SPDRM) for the elimination of the pedestrian bridge across the Arroyo Seco Channel for alternative in-lieu contributions. If the SPDRM to eliminate the pedestrian bridge for in-lieu contributions is approved by City Council, special conditions i-iv outlined above do not apply and the Developer shall:

v. Provide any in-lieu contributions as required by the City Council.

(b) Enter into a Stormwater Operations and Maintenance Agreement for the purposes of maintaining the on-site stormwater devices which shall be recorded prior to the

issuance of the 1st building permit for a residential dwelling unit other than a model home for the Project.

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

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

(e) The Project shall comply with the public art requirements set forth in Chapter 12.51 of the Livermore Municipal Code. Pursuant to this Chapter, the developer intends to pay the in-lieu fee instead of providing the public art per the aforementioned municipal code prior to the issuance of the 1st building permit.

(f) Developer shall provide final signed Joint Trench Plans with PG&E approved signature prior to issuance of the 1st building permit for the Project.

4. Time for Completion - All required improvements shall be completed and, public improvements shall be ready for acceptance by 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 of execution of this Agreement, except those improvements for which another completion date is stated in Exhibit "A" or Section 3, Special Conditions, of this Agreement, if applicable.

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

6. Acceptance by City - The City shall accept for maintenance the public works improvements required by this Agreement after City has determined the Developer has caused all improvements to have been made in accordance with the requirements of Paragraph 2 above. All public works improvements required by this Agreement shall become the sole property of the City when the City accepts such improvements for permanent maintenance.

7. Continued Maintenance For One Year - The Developer shall maintain all improvements required by this Agreement, as outlined in Section 2 above, for one year following the completion by the Developer, and acceptance of the improvements by City Council. All public works improvements required by this Agreement shall become the sole property of the City when the

City accepts such improvements for permanent maintenance.

8. Inspection by City – All work done by the Developer shall be inspected by an inspector employed by the City at the cost and expense of the Developer. The 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, the Developer shall provide to the City proper and safe access to the Project site at all times, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

9. Payment of Outstanding Fees - Prior to acceptance of the on-tract and off-tract public works improvements for permanent maintenance by the City, the Developer shall pay all outstanding fees that are due in accordance with City Ordinances or this Agreement. In the event the fees are not paid within one year of the date of execution of this Agreement, the 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.

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

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

12. Bonds Required - The 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) At the time of signing this Agreement, the following bonds shall be provided:

i. Faithful Performance – in the amount of 100 percent of the total estimated construction costs, or $19,312,919, to secure faithful performance of this Agreement by the Developer.

ii. Labor and Materials – in the amount of fifty percent of the estimated construction costs, or $9,656,460, to secure payment by the Developer of laborers and material engaged pursuant to this Agreement, and further to secure payment as required by the Unemployment Insurance Act.

(b) At the time of signing this Agreement, or before the City accepts the improvements, the Developer shall also provide a Warranty Bond for maintenance in the amount of fifteen percent of the cost of the improvements, or $2,896,938, to secure performance of Section 7 above. 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.

13. Alternate Security - In lieu of the bonds required by paragraph 12 above, alternative security in the form outlined by City Ordinance, compliant with the Government Code, and approved by the City Attorney may be provided.

14. Reporting Damages - If any damage (including personal injury, death, or property

damage) occurs in connection with the performance of this Agreement, the Developer shall immediately notify the City Risk Manager's office 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.

15. Indemnification - The Developer shall indemnify, defend, and hold the City, its officers, officials, employees, agents, and volunteers harmless against any and all claims, injuries, damages, losses, and suits, including attorney fees and legal costs, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused solely by the negligence of the City.

16. Insurance Required - Developer 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 for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Developer, his agents, representatives, employees, or subcontractors.

17. Participation in Benefit Districts - The Developer shall participate in Community Facilities District No. 2023-2 formed by the City prior to the execution of this Agreement and shall pay the prorata fee due the City under the terms of Benefit District(s) as applied to the real property covered by this Agreement.

18. 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 they may be entitled.

19. Developer Obligations to Pay City Expenses to Defend Agreement - If the City chooses to defend any third party claim or suit challenging any action taken by the City with regard to any procedure or aspect of this agreement, including the environmental review process for the project, the Property Owner agrees to reimburse the City for attorneys' fees, expert witness fees, and other costs as the City may incur in connection with its retention of outside counsel, and for any award of court costs or fees against the City. City has the right to choose and retain such legal counsel, as the City deems appropriate. After expenses reach $100,000 and for each $100,000 thereafter, the parties will confer to review the status of the litigation and their options for proceeding or settling, and they will negotiate in good faith regarding the allocation of expenses among the parties.

20. 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.

21. 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 paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

22. Modifications - This Agreement may not be modified unless by written instrument signed by both parties.

23. 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.

****

Signatures and Attachment List on the Next Page

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

_____ _____
By: Tony Bosowski
Title: Authorized Agent

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

(ALL SIGNATURES MUST BE NOTARIZED)

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

_____ _____
MAYOR

ATTEST: APPROVED AS TO FORM:

_____ _____
City Clerk Senior Assistant City Attorney

Attachments:
Exhibit A – Engineering Considerations
Exhibit B – Insurance Requirements
Exhibit C – Bridge Maintenance Agreement

EXHIBIT A

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

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

TENTATIVE TRACT: 8379 (SUB16-010)

LOCATION: Las Positas Road and Bennett Drive

APPLICANT: Summerhill Homes

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

1. DEFINITIONS

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

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

2. VESTING TENTATIVE MAP

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

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

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

3. GENERAL

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

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

A. IMPROVEMENT PLANS - Exhibit A-1

EXHIBIT A

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

B. STANDARDS FOR IMPROVEMENT PLANS AND MAPS

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

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

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

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

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

D. WORK IN OTHER JURISDICTIONS

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

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

4. STREETS

A. SPECIFIC REQUIREMENTS:

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

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

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

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

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

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

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

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

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

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

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

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

Bennett Drive

Bennett Drive is an existing industrial roadway with a proposed 64.5-foot right of way and a street width of 48 feet from face of curb to face of curb. Within this right-of-way the developer shall install a new curb and gutter, a 4.5-foot to 5-foot wide planter strip and a 5 foot wide separated sidewalk along the project frontage.

The Developer shall remove and/or modify no parking signs along ~~**the west and south side of**~~ Bennett Drive ~~**along the project frontage**~~ as approved by the City Engineer. **A final parking plan will be**

reviewed and approved by the City Engineer at the time of final map. Revised by Staff 7-24-17

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

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

Arroyo Vista

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

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

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

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

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

Interior Public Streets

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

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

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

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

Interior Private Alleys

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

EXHIBIT A

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

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

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

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

5. TRAFFIC SIGNALS

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

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

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

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

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

6. FEE CREDITS AND REIMBURSEMENTS:

A. CREDITS

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

The Developer shall receive credits against their traffic impact fees in the amount of $650,000 for the

estimated cost of 100% of the traffic signal at Las Positas/Arroyo Vista, 33% of the cost of the traffic signal at Las Positas/A Street/Contractors Street, and 100% of the cost of the signal interconnect.

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

7. SANITARY SEWERS

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

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

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

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

Sewer shall be extended across all frontages of each phase.

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

8. STORM WATER DRAINAGE AND TREATMENT REQUIREMENTS

A. General

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

B. Storm Drainage Requirements

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

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

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

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

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

C. Stormwater Infrastructure Maintenance Funding

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

D. Channels

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

E. Storm Water Treatment and Detention Requirements

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

2. *This project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from*

www.bayareamodel.org. *For additional information you may contact Pamela Lung in the City's Engineering Department at (925-960-4538)*

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

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

F. Stormwater Treatment Infrastructure Maintenance Funding

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

9. REQUIRED SOURCE CONTROL STORMWATER MEASURES

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

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

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

A. Structural Control Measures
   1. Illegal Dumping to Storm Drain Inlets and Waterways

   On-site storm drain inlets, except inlets located in landscaped areas, shall be clearly marked with the words "No Dumping! Flows to Bay" on a plastic marker. The plastic markers are available for purchase from the Water Resources Division. For ordering information, please call 925-960-

8100. For projects with newly-developed, privately-maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains

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

3. Pesticide/Fertilizer Application and Irrigation

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

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

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

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

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

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

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

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

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

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

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

4. Pool, Spa, and Fountain Discharges

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

b.When draining is necessary, a hose or other temporary system shall be directed into a sanitary sewer cleanout, or vegetated areas that are large enough to accommodate the volume without allowing the discharged water to flow to the storm drain system or receiving water body.

5. Refuse Areas

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

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

6. Fire Sprinkler Test Water

Provisions shall be made in the project design and construction to allow for the discharge of fire

sprinkler test water to an onsite vegetated area. If this is not feasible, provide for discharge to the sanitary sewer in accordance with current plumbing codes.

7. Miscellaneous Drain or Wash Water
   a. Boiler drain lines shall be connected to the sanitary sewer system and may not discharge to the storm drain system.

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

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

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

8. Architectural Copper Installation

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

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

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

B. II. OPERATIONAL BMPS

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

1. Paved Sidewalks and Parking Lots

Sidewalks and parking lots shall be swept regularly to minimize the accumulation of litter and debris. Wash water resulting from the pressure washing of parking lots must be captured, pretreated (if necessary) to meet local discharge limits, and discharged to the sanitary sewer.

Wash water resulting from the pressure washing of sidewalks may be allowed to drain to the storm drain system provided that (a) no soap or other cleaning agents are used, and (b) all debris are trapped and collected to prevent entry into the storm drain system. Under no circumstances shall wash water containing any soap or other cleaning agents be discharged to the storm drain system.

2. Private Streets, Utilities and Common Areas

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

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

3. On-site Storm Drains

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

4. Architectural Copper Cleaning, Treating or Washing

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

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

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

10. WATER SUPPLY (CITY)

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

The developer shall relocate existing fire hydrants to within the new proposed landscape strip between the new curb and gutter and the proposed new separated sidewalk on Bennett Drive as indicated on

tentative map sheet TM-5.

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

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

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

If the Developer chooses to install enhanced specialty paving (i.e. pavers, stamped concrete, stamped asphalt, etc.) instead of City standard asphalt street section, the water lines in the private streets will be privately owned by a homeowner's association and maintained to the property line. In order to differentiate the ownership of public and private facilities, the Developer shall provide the additional structures (valves) to be installed at the property line.

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

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

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

11. UNDERGROUNDING OF UTILITIES:

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

be placed underground.

12. TRAILWAY/BIKEWAY REQUIREMENTS

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

A. Livermore Trailway System

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

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

B. Bicycle Route Plan

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

13. MEDIANS AND OTHER LANDSCAPED AREAS

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

14. HORTICULTURIST'S REPORT (Not Used)

15. SPECIAL DISTRICTS

A. Landscaping and Lighting Maintenance and Operation

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

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

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

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

16. AIRPORT LOCATION (Not Used)

17. SUBDIVISION AGREEMENT AND SECURITY

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

18. FEE AMOUNTS

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

19. VEHICLE ACCESS

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

Interstate 580 to First Street, to Las Positas Road

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

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

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

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

BGV:PGL:MAP

Date: **July 6, 2017**

To: **Planning Division**

From: **Ryan Rucker, Deputy Chief / Fire Marshal**

Subject: Vesting Tentative Tract Map 8379 (SUB-16-010) – Arroyo Vista
Revision dated June 30, 2017

THE FOLLOWING COMMENTS SHALL BE SHOWN ON THE PLANS OR TITLE SHEET WITH GENERAL COMMENTS

1. Emergency responder radio coverage on site shall comply with section 510 of the California Fire Code.
2. Fire safety during construction shall be in accordance with Chapter 33 of the 2016 edition of the California Fire Code.
3. All second and third story bedrooms shall have at least one rescue window with ladder access at 70 degrees from a pad capable of supporting a minimum of 600 pounds. The ladder must not be obstructed by landscape or architectural features.
4. All construction shall conform to the requirements of the 2016 California Fire Code; City of Livermore Ordinance No. 2048. All required permits shall be obtained prior to work commencement.
5. Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2016 California Building, Fire and Residential Codes; City of Livermore Ordinance No. 2048. Installations shall conform to NFPA Pamphlet 13, NFPA 13R or NFPA 13D with local amendments, whichever is applicable.
6. The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire mains and fire hydrant locations only. Plan check comments and approvals *DO NOT INCLUDE:*
    - Installation of the on-site fire mains and fire hydrants.

Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval.

- Backflow prevention or connections to the public water mains.

7. Fire flow for residential construction shall follow the 2016 California Fire Code Appendix B. A fire flow reduction may be applied for this project as the single family residential homes are provided with automatic sprinklers and fire access and circulation is provided. In no case shall the fire flow be less than 1500 gallons per minute.
8. The following items will be provided prior to any construction above the foundation or slab:
    - Emergency vehicle access shall be provided to the site or tract, as specified in the approved Site Plan, including the area where construction is occurring. If Public Works Improvements are part of the project to access the site, an emergency vehicle access plan shall be submitted for review and approval.
    - If permanent access or site paving is not provided, the carrying capacity of the emergency vehicle access shall be 69,000 pounds under all weather conditions.
    - Designated construction material storage and construction worker parking shall not obstruct the emergency vehicle access route(s).
    - Where on-site fire hydrant(s) are required, they shall be installed, flushed and all valves open prior to any construction above the foundation or slab. This includes concrete tilt-up and masonry buildings.
    - On-site fire hydrant(s) shall not be obstructed and shall be sufficiently above grade to have all hydrant valves and outlets accessible for emergency use
    - Where a project is phased as part of the development approved by the City, specific access, water supply and fire hydrant installations will be required as part of each phase. As needed a phasing plan with these improvements will be required.

    NOTE: Periodic inspections will be made for compliance.
9. Emergency vehicle access roads:
    - Shall be a minimum of 20 feet in width. A clear height free of obstructions (power, cable, telephone lines, tree limbs, etc.) shall be provided. This clearance shall be a minimum of 13 feet-6 inches. Inside turning radius of 41 feet and outside turning radius of 52 feet shall be provided.

- All exterior portions of buildings must be within 200 feet of an access road. Yard and parking areas may be able to be located farther than 200 feet from access roads, depending on the specific use.
- On-site access ways and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs at locations approved by the Fire Department. Signs shall be according to state standards and read "No Parking - Fire Lane" and must be shown on the plans
- The following schedule for NO PARKING signs shall apply:

Width	Requirements
36 Feet or Greater	No Requirements
Between 28 and 36 Feet	Post one side
Between 20 and 28 feet	Post both sides
Less than 20 feet	Not permitted

EXHIBIT A

PLANNED DEVELOPMENT STANDARDS

Planned Development Residential 16-004

Development of 435 residential units, two neighborhood parks, open space and recreational amenities, pedestrian pathways, landscaping, lighting, streetscape improvements, and a pedestrian bridge over the Arroyo Seco channel on the approximately 28.5-acre Arroyo Vista Neighborhood Site.

Location: North side of Las Positas Road between Arroyo Vista Drive and Bennett Drive, intersected by the Arroyo Seco Channel.

Recommended for Approval by the Planning Commission: June 20, 2017
Approved by City Council: July 24, 2017

A. PURPOSE AND INTENT

1. The purpose of establishing this Planned Development District is to regulate the development of 28.5+/- acres of land located on the north side of Las Positas Road between Arroyo Vista Road and Bennett Drive, intersected by the Arroyo Seco Channel subdivided by Vesting Tentative Tract Map 8379 generally shown in Exhibit A.

2. The intent of this Planned Development District is to accomplish the following:

   a) To implement the Arroyo Vista Neighborhood Plan.

   b) To establish a comprehensively planned traditional neighborhood development that incorporates a pedestrian-oriented network of open space and walkways, high-quality architectural details, and adequate provision of public services and safety.

   c) To provide an aesthetically attractive environment for and conducive to the development and protection of residential development.

   d) To allow flexible subdivision design and development that encourages a variety of lot sizes and housing types that will accommodate a diverse range of residents and household income levels.

   e) To provide parks, trails, and open space for the recreational use and enjoyment of neighborhood residents.

EXHIBIT A

B. PRINCIPAL PERMITTED USES

The following are the principal permitted uses in this District:

1. Detached single-family dwellings on individual lots.
2. Attached single-family dwellings on individual lots (i.e., townhomes).
3. Attached multi-family dwellings subdivided as condominiums (i.e., flats).

C. ACCESSORY USES

The following are the accessory uses permitted in this District:

1. Community parks, open spaces, and recreational amenities, including but not limited to: pathways, gardens, playgrounds, club houses/community buildings, outdoor seating and kitchen areas, pools, and cabanas.
2. Home Occupation in accordance with Livermore Development Code 6.02.060.
3. Accessory structures and buildings related to any permitted use, except home occupations, in accordance with Livermore Development Code 4.02.030.
4. Signs in accordance with Livermore Development Code 4.06.240 or 4.06.250. Monument features at the entries to the neighborhood and paseos, consistent with the Arroyo Vista Neighborhood Plan, are allowed. The name of community shall not be included on monument entry features.

D. CONDITIONAL USES

The following uses are permitted subject to approval of a Conditional Use Permit in addition to any other prerequisite permits and conformance to all applicable regulations set forth in this Planned Development and elsewhere in the Zoning Ordinance:

1. Public and Quasi-Public uses, not listed in Section C above, in accordance with Livermore Development Code 6.02.090.
2. Once the TDC option is used on any parcel within the Neighborhood Plan area, any future proposal to develop at the baseline industrial designation on any parcel would require discretionary approval of a Conditional Use Permit.

E. RESTRICTIONS

1. Building additions that result in net new floor area are prohibited.

a) Minor building extensions such as chimneys and bay windows are allowed up to the maximum building height. Uncovered porches or decks no more than 18 inches in height are also allowed, although these features may not encroach into the required front or side yard setbacks.

b) Exceptions to this regulation will require a PD Amendment under the requirements of Chapter 9.14 of the Livermore Development Code.

2. Garage conversions into dwelling units or living space are prohibited.

3. Mechanical equipment such as air conditioning units, antennas, or ground-mounted satellite dishes, not originally constructed, are prohibited unless concealed or not visible from adjacent properties. Wall-mounted satellite dishes less than 24 inches in diameter are allowed.

4. Solar energy systems that meet the following criteria shall be allowed with a Building Permit:

a) Any such system must be consistent with the design and architecture of the residential unit or structure to which it is adjacent or affixed.

b) The location of the system must not cause glare or visual distraction to surrounding properties in the project.

c) The materials used to support or surround the system must be compatible with the nature and color of the adjacent structures.

F. DEVELOPMENT REGULATIONS FOR ALL RESIDENTIAL LOTS

1. **Definition of setbacks.** "Front" is defined as the side of the dwelling unit where the main entry is located. "Side" is defined as the side of the dwelling unit where there is either no access to the unit or the access to the unit is secondary. Setbacks are measured from the inside edge of the sidewalk (along a street) or pathway (along a paseo) to the wall plane, unless otherwise noted. Paseos are defined as landscaped corridors with a minimum 4-foot wide pathway, not located along a street.

2. **Encroachments into yards.** Certain architectural features including fireplaces, media niches and bay windows may encroach into the front, side, and rear yards up to a maximum of 3 feet in depth with a maximum width of 10 feet.

3. **Encroachments into setbacks on curvilinear streets.** Encroachments may be permitted per Section 4.1.4.2 of the Arroyo Vista Neighborhood Plan.

4. **Encroachments into arroyo setback.** The end unit of the residential building located in the southwestern corner of the eastern portion of the site (located on lot 301 of the Tentative Tract Map) may encroach by up to 10 feet into the 30-foot setback from the property line with the Arroyo Seco flood control channel.

EXHIBIT A

G. DEVELOPMENT REGULATIONS FOR DETACHED RESIDENTIAL LOTS

1. **Lot Specifications.** Lots for single-family detached residences created under the terms of this Planned Development District shall conform to the following:

   a) Minimum Lot Size: 2,150± square feet.

   b) Average Lot Size: 2,600± square feet.

   c) Maximum Lot Size: 4,790± square feet.

   d) Lot Width: Minimum 32 feet

   e) Corner Lot Width: Minimum 38 feet

2. **Building Height Maximum.** 35 feet and two stories of livable area

3. **Minimum Setbacks.**

   a) Front Porch at Street: 7 feet

   b) Front Porch at Paseo: 5 feet

   c) Front Wall Plane at Street: 13 feet

   d) Front Wall Plane at Paseo: 7.6 feet

   e) Side Yard Along Street: 6 feet

   f) Side Yard Along Alley: 5 feet

   g) Side Yard Along Paseo: 5 feet

   h) Side Yard Separation (Building to Building): 10 feet

   i) Building Face to Building Face: 32 feet

   j) Garage Face to Face of Curb Along an Alley: 6 feet

   k) Garage Face to Garage Face Along an Alley: 32 feet

   l) Building Face to Arroyo Seco Channel Right-of-Way: 30 feet

H. DEVELOPMENT REGULATIONS FOR ATTACHED RESIDENTIAL LOTS

1. **Lot Specifications (Townhomes).** Lots for attached single-family residences created under the terms of this Planned Development District shall conform to the following:

EXHIBIT A

a) Minimum Lot Size: 1,000 square feet.

b) Average Lot Size: 1,600 ± square feet.

c) Maximum Lot Size: 3,600 square feet.

2. **Lot Specifications (Flats).** Lots for multi-family residences created under the terms of this Planned Development District shall conform to the following:

a) Minimum Lot Size: 7,100 square feet.

b) Average Lot Size: 8,900 ± square feet.

c) Maximum Lot Size: 9,700 square feet.

3. **Building Height Maximum.** 45 feet and 3 Stories of livable area.

4. **Minimum Setbacks.**

a) Front Porch at Street: 7 feet

b) Front Wall Plane at Street: 15 feet

c) Building Side to Building Side – No Pathway: 12 feet

d) Building Side to Building Side – With Pathway: 15 feet

e) Porch / Courtyard Separation at Paseos: 15 feet

f) Garage Face to Garage Face Along Alley: 32 feet

g) Building Face to Arroyo Seco Channel Right-of-Way: 30 feet

5. **Average Setbacks.** Building Face to Building Face along Paseos: 34 feet (average for each paired building cluster)

I. PARKING

1. **Detached dwellings:** Minimum 2 car garage with 1 guest space per unit.

2. **Attached/multi-family dwellings:** Minimum 2 car garage with 0.25 guest spaces per unit.

J. OPEN SPACE

1. **Parks:** Minimum of one neighborhood park with a minimum size of 0.20 acres on each side of the Arroyo Seco Channel.

2. **Single Family:** No minimum. The Arroyo Vista Neighborhood Plan assumes each lot incorporates private open space as defined by the minimum building setbacks.

    a) Porches shall be minimum of 7 feet in either dimension.

3. **Multi-Family:** Minimum 1,000 square feet per unit spread out among three types of open space as follows:

    a) Private Open Space (porches, decks, and courtyards for the exclusive use of private dwelling, with minimum of 7 feet in both dimensions): 10%-30%.

    b) Semi-Private Open Space (outdoor areas between porches and sidewalks and between buildings and drive aisles): 20%-35%

    c) Common Open Space (useable spaces such as neighborhood parks, gardens, and paseos): 40%-60%.

4. **Width of a Paseo:** Minimum 15 feet.

K. REVIEW PROCESS

1. Residential development covered by this Planned Development is subject to the Transfer of Development Credit (TDC) Ordinance and fees.

2. Before a building permit is issued for any new structure, or a grading permit for grading, the property owner shall obtain Site Plan and Design Review approval under Part 9 of the Livermore Development Code. The site plan approval for property within this PD-R district may include development conditions not limited to building design and arrangement, circulation, access, lighting, fencing, landscaping and screening, and maintenance of common area.

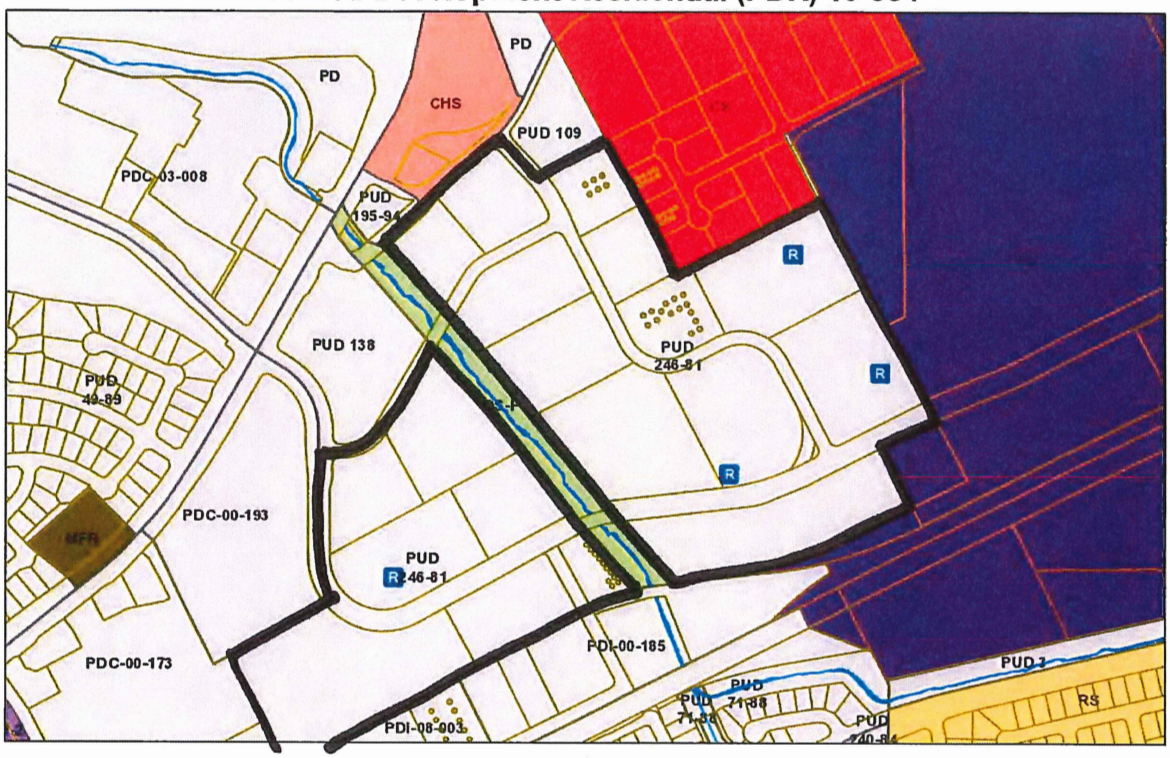
3. Minor changes to the site plan and architectural and landscape plans shall be reviewed and approved by City staff if they are determined to be in substantial conformance with the approved plans and are consistent with the intent of this Planned Development and the Arroyo Vista Neighborhood Plan.

4. A variance to the terms of this Planned Development may be approved by the Planning Commission subject to the requirements of Chapter 9.10 of the Livermore Development Code.

Exhibit A

EXHIBIT A

Zoning Map Amendment from PUD 246-81 to Planned Development Residential (PDR) 16-004



Amendment:

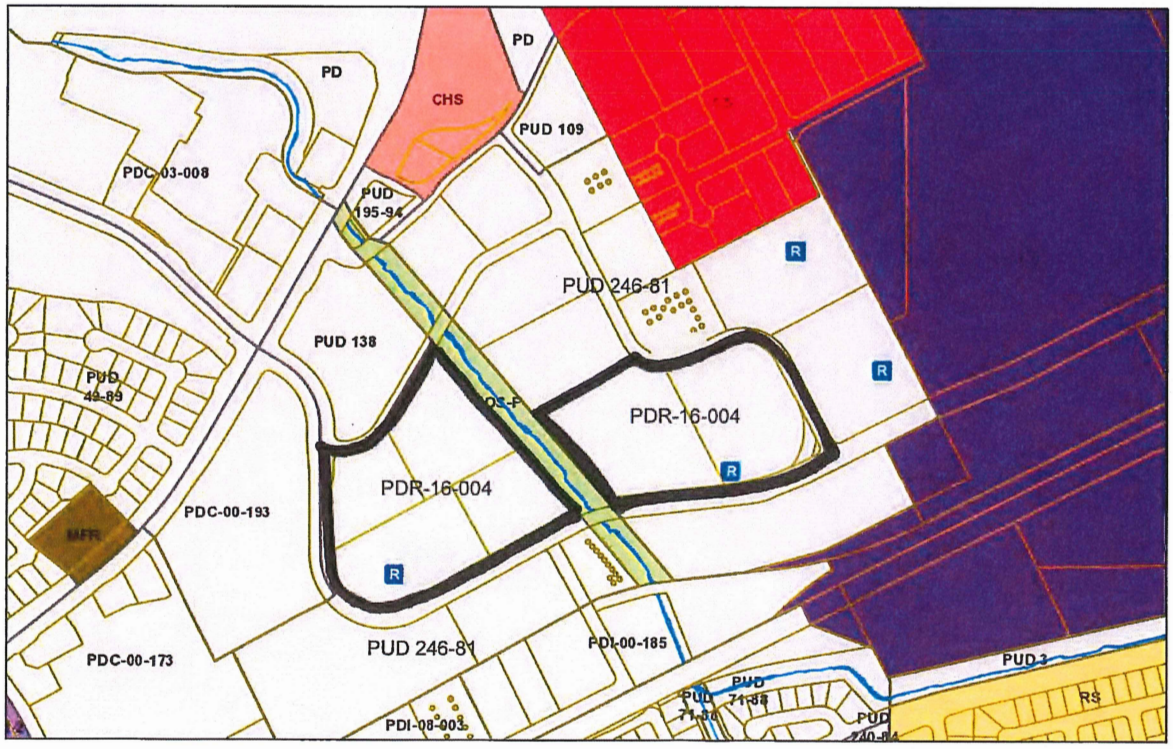


EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Developer shall maintain limits no less than:

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

Deductibles and Self-Insured Retention

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

Acceptability of Insurers

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

Other Insurance Provisions

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

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

EXHIBIT B

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

Completed Operations

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

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.

EXHIBIT C

RECORDING REQUESTED BY:
AND
WHEN RECORDED MAIL TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

R & T CODE 11922, Governing agency acquiring title
Exempt from filing fees per Government Code §§ 27383 and 6103

APN 099-1325-024, 099-1325-022-02, 099-1325-023, 099-1325-029-02, 099-1325-030-04, 099-1325-027-02, 099-1325-089, 099-1325-090, 099-1325-091

BRIDGE OPERATIONS AND MAINTENANCE AGREEMENT

RECITALS

This Bridge Operations and Maintenance Agreement ("Agreement") is entered into this___ day of _____, in the year 20____, by and between the City of Livermore ("**City**") and ____Trumark Homes, LLC a California Limited Liability Company, ("**Property Owner**"), an owner of real property located in Livermore, California.

WHEREAS, the Property Owner, its administrators, co-owners, executors, successors, heirs, assigns or any other persons, including any homeowner's association (hereinafter referred to as "Property Owner") is the owner of real property for the residential development commonly known as Tract 8379 Arroyo Vista Phase 1 (West) and Tract 8689 Arroyo Vista Phase 2 (East), collectively (the "**Property**") more particularly described and shown in Exhibit "A".

WHEREAS, the Alameda County Flood Control and Water Conservation District, Zone 7 ("Zone 7") is the property owner of certain real property commonly known as Arroyo Seco Channel as more particularly described in Exhibit "B"; and

WHEREAS, the Property Owner has proposed a pedestrian bridge across the Arroyo Seco Channel between Tract 8379 and Tract 8689 including but not limited to the bridge structure, elevators, walkways, stairways, and pedestrian pathway, any structural components attached to the bridge, any infrastructure required to access the bridge, and any other infrastructure or improvements related to the bridge, (hereinafter referred to as "**Bridge Improvements**"), which have been approved by City in the Tract 8379 Subdivision Improvement Agreement entered into between the City and Property Owner on _____, 20____ and recorded with the Alameda County Recorder's Office on _____, 20____. Pursuant to the Subdivision Improvement Agreement, Property

Owner is required to construct, maintain and create a funding mechanism for the maintenance of the Bridge Improvements. The Property Owner and its successors and assigns will be the legal owner of the Bridge Improvements. Pursuant to this Agreement the Property Owner authorizes the City to operate and maintain the Bridge Improvements in order to protect the health, safety and welfare of the City's citizens

WHEREAS, on January 9, 2024, Alameda County Flood Control and Water Conservation District, Zone 7 ("Zone 7") dedicated an Aerial Easement to the City on behalf of the Property Owner to construct and maintain the Bridge Improvements. A copy of the Aerial Easement Dedication is attached hereto and incorporated herein as Exhibit "C".

WHEREAS, Section 53313(g) of the Mello-Roos Community Facilities Act of 1982, as amended ("Mello-Roos Act"), authorizes the City to establish a community facilities district to finance the maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City or by another local agency. The Mello-Roos Act defines "maintenance" to include replacement, and the creation of funding of a reserve fund to pay for a replacement.

WHEREAS, on January 22, 2024**,** pursuant to Resolution No. 2024-13 ("Resolution of Formation") and the Mello-Roos Act, the City established the City of Livermore Community Facilities District No. 2023-2 (Arroyo Vista Maintenance and Services) ("CFD No. 2023-2").

WHEREAS, pursuant to the Resolution of Formation, and for the purpose of providing funds to operate and maintain the City's real property interests in the Bridge Improvements, CFD No. 2023-2 is authorized to finance the operation, maintenance, repair and replacement of the Bridge Improvements pursuant to two annual contingent special taxes, an Annual Contingent Bridge Operation/Maintenance Services Special Tax and an Annual Contingent Bridge Repair/Replacement Services Special Tax. In the event that the Property Owner is required to construct the Bridge Improvements, Property Owner shall operate, maintain the Bridge Improvements within the defined "Bridge Maintenance Area" as more particularly described in Exhibit "D".

WHEREAS, the City and the Property Owner have agreed that any successor in ownership to the Property, or homeowner's association ("HOA") if applicable, shall be required to operate and maintain all the Bridge Improvements in accordance with the terms of this Bridge Maintenance Agreement.

NOW, THEREFORE, the City and Property Owner hereby agree that the aforementioned recitals are true and correct and are incorporated herein by reference to this Agreement, and further agree as follows:

SECTION 1: CONSTRUCTION OF BRIDGE IMPROVEMENTS

The Property Owner shall construct the Bridge Improvements within the Bridge Maintenance Area shown on Exhibit "D" in strict accordance with the Subdivision Improvement Agreement dated _____, 20___ and the approved plans and specifications identified for the development and any other requirements thereto which

have been approved by the City in conformance with appropriate City ordinances, guidelines, criteria and other written direction.

SECTION 2: OPERATION & MAINTENANCE RESPONSIBILITY

This agreement shall serve as the signed statement by the Property Owner accepting responsibility for operation and maintenance of the Bridge Improvements as set forth in this Agreement until the responsibility is legally transferred to another entity pursuant to the conditions of this Section. Before the Property is legally transferred or leased to another entity, the Property Owner shall provide to the City at least one of the following:

1. A signed statement from the City assuming post-construction responsibility for the operation and maintenance of the Bridge Improvements and attesting that the Bridge Improvements are in strict compliance with the Subdivision Improvement Agreement dated _____, 20___ and the approved plans and specifications identified for the development; or

2. Written conditions in a sales or lease agreement requiring a buyer or lessee to assume responsibility for the operation and maintenance of the Bridge Improvements consistent with the provisions of this Agreement, which conditions, in the case of purchase and sale agreements, shall be written to survive beyond the close of escrow; or

3. Any other legally enforceable agreement or mechanism that assigns responsibility for the operation and maintenance of the Bridge Improvements.

SECTION 3: ROUTINE OPERATION AND MAINTENANCE OF BRIDGE IMPROVEMENTS

The Property Owner shall not destroy or remove the Bridge Improvements from the Property nor modify the Bridge Improvements, in a manner that lessens their effectiveness or aesthetics, as determined by the City. The Property Owner shall not allow any structure or building to be attached or connected to the Bridge Improvements without the prior written approval of the City.

The Property Owner shall adequately preserve and provide Routine Maintenance of the Bridge Improvements in accordance with the maintenance plan attached and incorporated herein as Table 1 of Exhibit “E” (“Maintenance Plan”). “Routine Maintenance” and “Annual Contingent Bridge Operation/Maintenance Services” (as the latter term is defined in Exhibit A (Description of Services) to the Resolution of Formation for CFD No. 2023-2) shall have the same meaning: routine operation and maintenance of the Bridge Improvements as needed to keep the Bridge Improvements in good working condition including, but not limited to, trimming of vegetation and debris removal, repair to bridge deck, bridge rails, stairways, lighting, signage, painting, elevator maintenance and inspection, graffiti removal and trash pickup. The costs of Annual Contingent Bridge Operation/Maintenance Services include any associated electricity, water and other utility costs. The Annual Contingent

Bridge Operation/Maintenance Services include acquisition, use and disposal of hydraulic fluid required to lift the elevators and any required cleaning chemicals and petroleum-based lubricants for keeping the elevator equipment and motors clean and operational, and any graffiti removal cleaning chemicals and or paint used as part of the required graffiti removal process. The costs included in this paragraph are routine expenses incurred to ensure the functional and safe working condition of the assets.

If the City determines in its discretion that the property owner(s) of the Property failed to provide the Annual Contingent Bridge Operation/Maintenance Services to reasonable City standards, the City will notify the property owner(s) of such failure. Should the deficiency not be corrected within ninety (90) days of the City providing notice, the City will assume responsibility for providing the Annual Contingent Bridge Operation/Maintenance Services on the date specified by the City and may levy the Annual Contingent Bridge Operation/Maintenance Services Special Tax beginning in the immediately succeeding Fiscal Year.

If the property owner(s) of Taxable Property request the City to provide the Annual Contingent Bridge Operation/Maintenance Services by submitting a written request to the City's Public Works and Engineering Department and the City Manager accepts this request, which the City is under no obligation to accept, and the City approves the request to provide the Annual Contingent Bridge Operation/Maintenance Services, the Annual Contingent Bridge Operation/Maintenance Services Special Tax shall be levied beginning in the immediately succeeding Fiscal Year. Such request must be received from the property owner(s) of Taxable Property by May 1 of any Fiscal Year.

SECTION 4: REPAIR AND REPLACEMENT OF BRIDGE IMPROVEMENTS

The terms "Bridge Repair and Replacement Services" and "Annual Contingent Bridge Repair/Replacement Services" (as the latter term is defined in Exhibit A (Description of Services) to the Resolution of Formation for CFD No. 2023-2) shall have the same meaning: all costs associated with the maintenance, repair and replacement of the private pedestrian bridge across the Arroyo Seco between Tract 8379 and Tract 8689, including the bridge itself, adjacent elevators, any structural components attached to the bridge, any infrastructure required to access the bridge, and any other infrastructure or improvements related to the bridge (collectively, the "Bridge Improvements") so that the Bridge Improvements continue to operate as originally designed and approved. "Repair and Replacement Services" include, but are not limited to, preventative maintenance activities, demolition, reconstruction costs (including design, administrative and construction costs) and any required environmental studying, monitoring and reporting activities. The costs included in Repair and Replacement Services are intended to constitute capital expenditures that increase the assets' useful life.

If the Bridge Improvements have been constructed, the City shall levy the Annual Contingent Bridge Repair/Replacement Services Special Tax in CFD No. 2023-2 to finance the Bridge Repair and Replacement Services on an annual basis. Taxes collected for the

EXHIBIT C

Bridge Repair and Replacement Services include all costs for the work mentioned in the paragraph above and as described in Table 2 of Exhibit "E". When the Property Owner is ready to perform Bridge Repair and Replacement Services, they shall provide the City with a written proposal request that includes a scope of work and an estimate of costs quoted by a licensed engineer in California. The City shall review the proposal to confirm it includes, but is not limited to, the required environmental permitting, monitoring, design, and any applicable prevailing wage requirements. The proposal shall include a breakdown of cost milestones for each phase of work that the City and the Property Owner shall mutually agree upon at the time of request. Property Owner shall provide the City with invoice documentation as backup to the proposed cost breakdown as well as conditional and unconditional waivers upon payment. The City shall reimburse the Property Owner for all City approved invoices.

If the Property Owner fails to perform the required Bridge Repair and Replacement Services per Section 7 below or the Property Owner has requested that the City perform the Bridge Repair and Replacement Services for the Bridge Improvements and the City has agreed to perform the Repair and Replacement Services, the City shall utilize the Annual Contingent Bridge Repair/Replacement Services Special Taxes collected for this work in accordance with Section 8 below.

The City shall, at its sole discretion, maintain the option of utilizing the Maximum Annual Contingent Bridge Repair/Replacement Services Special Taxes collected to fund Annual Contingent Bridge Repair/Replacement Services Costs maintenance activities required if the Property Owner fails to perform those activities per Section 7 below.

SECTION 5: NECESSARY CHANGES AND MODIFICATIONS

The Property Owner shall make changes or modifications to the Bridge Improvements within the Bridge Maintenance Area shown in (Exhibit "D") and/or the Maintenance Plan (Exhibit "E") as may be determined as reasonably necessary by the City to ensure that all Bridge Improvements are properly maintained and continue to operate as originally designed and approved.

If the Property Owner desires to modify any Bridge Improvements in any way, the Property Owner shall submit the proposed modifications in writing, complete with plans, and a building permit application, if necessary, to the City for approval. Upon City's approval, any necessary modifications to this agreement shall be made and the modified agreement shall be signed, notarized, and recorded.

SECTION 6: ACCESS TO THE BRIDGE IMPROVEMENTS

1. The Property Owner hereby grants permission to the City, and their authorized agents and employees to enter the Bridge Improvements at reasonable times and in a reasonable manner to inspect, assess or observe the Bridge Improvements in order to ensure that the Bridge Improvements are being properly operated and maintained. Property Owner further grants to City the right to enter upon the Bridge

Improvements when the City has a reasonable basis to believe that a failure to properly maintain the Bridge Improvements is occurring, has occurred or threatens to occur, and to assume responsibility for providing the Annual Contingent Bridge Operation/Maintenance Services or the Annual Contingent Bridge Repair/Replacement Services as described herein. The City also has a right to enter the Property when necessary for abatement of a public nuisance or correction of a violation of the Agreement or other written direction. The City shall provide reasonable notice to the Property Owner before entering the property.

2. The Property Owner agrees to grant an irrevocable offer to dedicate a public access easement over the Bridge Improvements, or enter into an easement agreement with the City granting evocable right public access and use of the Bridge Improvements, as long as the Bridge Improvements, or any replacement of the Bridge Improvements, are in existence. At no time shall Property Owner or its designee direct, take or permit any action to prevent members of the public from accessing or using the Bridge Improvements.

3. Prior to entering Zone 7's property, the area subject to the aerial easement, Property Owner or their designee shall first obtain the standard form encroachment permit from Zone 7 and pay all required fees for such permit. Property Owner shall not interfere with Zone 7's primary use of the property for flood control purposes.

SECTION 7: FAILURE TO REPAIR AND/OR REPLACE BRIDGE IMPROVEMENTS

Should the Property Owner fail to perform the Bridge Repair and Replacement Services for the Bridge Improvements within the Bridge Maintenance Area shown on Exhibit "D", as determined by the City and in compliance with the Maintenance Plan attached as Exhibit "E", the City may issue a written notice to the Property Owner specifying the required repairs and a reasonable amount of time, as determined by the City, for the repairs to be completed by the Property Owner.

In the event that the Property Owner fails to perform the Bridge Repair and Replacement Services for the Bridge Improvements such that there is a risk to life, health and/or safety, the City may at its discretion take over the Bridge Repair and Replacement Services as described in Exhibit "E" and utilize the Annual Contingent Bridge Repair/Replacement Services Special Taxes collected from CFD 2023-2 to pay for those activities as described in Section 8 below.

Property Owner agrees that its failure to perform any Bridge Repair or Replacement Services for the Bridge Improvement(s) in a timely manner per the City's written notice constitutes a public nuisance without further proof, and the City, with reasonable notice, may enter the Property and take whatever steps it deems necessary and appropriate to return the Bridge Improvement(s) to good working condition. Such notice will not be necessary if emergency conditions require immediate remedial action. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Bridge Improvement(s) and in no event shall this Agreement be construed to impose any such obligation on the

EXHIBIT C

City.

SECTION 8: REIMBURSEMENT OF CITY EXPENDITURES

In the event the City, pursuant to the Agreement, performs any Routine Maintenance to ensure the functional and safe working condition of the Bridge improvements or any Bridge Repair or Replacement Services, including any reinspections or any actions it deems necessary or appropriate to return any Bridge Improvements to good working condition as indicated in Section 7, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, or similar uses, the City may utilize the Community Facilities District (CFD) 2023-2 Arroyo Vista Maximum Annual Contingent Bridge Operation/Maintenance Services Special Taxes for the maintenance of the Bridge Improvements and the Maximum Annual Contingent Bridge Repair/Replacement Services Special Taxes for the repair and/or replacement of the Bridge Improvements.

The City will only levy the Annual Contingent Bridge Operation/Maintenance Services Special Taxes for the operation and maintenance of the Bridge Improvements in the event the City determines in its discretion that the Property Owner failed to maintain the Bridge Improvements per as indicated in Section 6, or the Property Owner has requested that the City to perform the Routine Maintenance of the Bridge Improvements and the City has agreed to perform the Routine Maintenance. In the event of a request by Property Owner for the City to perform Routine Maintenance of the Bridge Improvements, such request must be received from the Property Owner by May 1 of any Fiscal Year; if the City agrees to perform the Routine Maintenance of the Bridge Improvements, the Maximum Annual Contingent Bridge Operation/Maintenance Services Special Tax assigned to the Property shall be effective in the following Fiscal Year.

The City will levy the Maximum Annual Contingent Bridge Repair/Replacement Services Special Taxes for the maintenance of the Bridge Improvements if the City determines that the Bridge Improvements have been constructed and completed in accordance with the terms of the Subdivision Improvement Agreement.

If these costs are not paid within the prescribed time period per the CFD Rate and Method of Apportionment (RMA) set forth in CFD No. 2023-2, the City may utilize any remedies permitted under the Mello-Roos Act, in addition to and not in lieu of any and all legal remedies as provided by law, available to the City as a result of the Property Owner's failure to maintain, repair and/or replace any Bridge Improvements.

SECTION 9: INDEMNIFICATION

The Property Owner shall indemnify, hold harmless and defend the City and its authorized agents, officers, officials and employees from and against any and all claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including all attorney fees claimed or which might arise or be asserted against the City that are alleged or proven to result or arise from the construction, presence, existence or maintenance of the Bridge Improvements by the Property Owner or the City,

including inverse condemnation. In the event a claim is asserted against the City, its authorized agents, officers, officials or employees, the City shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents, officers, officials, or employees shall be allowed, the Property Owner shall pay for all such costs and expenses. This section shall not apply to any claims, demands, suits, damages, liabilities, losses, accidents, casualties, occurrences, claims and payments, including attorney fees claimed which arise due solely to the negligence or willful misconduct of the City.

SECTION 10: CONTINUATION OF SERVICES

Property Owner agrees and acknowledges that it will pay an amount equivalent to the Annual Contingent Bridge Repair/Replacement Services Special Tax and the Annual Contingent Bridge Operation/Maintenance Services Special Tax that would have been levied if such special taxes are ever eliminated or reduced for any reason, including any vote of the qualified electors in CFD No. 2023-2. Property Owner agrees and acknowledges that the City shall have no financial obligation to operate, maintain, repair and/or replace the Bridge Improvements if funding from CFD No. 2023-2is no longer available, it having been a condition of permitting development of the Property and construction of the Bridge Improvements that the Property Owner provide for a perpetual funding mechanism for operation, maintenance, repair and replacement of the Bridge Improvements. If for any reason, CFD No. 2023-2 ceases to levy and collect the Annual Contingent Bridge Repair/Replacement Services Special Tax or the Annual Contingent Bridge Operation/Maintenance Services Special Tax for the Bridge Improvements, Property Owner shall be solely responsible for any and all operation, maintenance, repair and replacement of the Bridge Improvements.

SECTION 11: TRANSFER OF PROPERTY

This Agreement shall run with the title to the land. The Property Owner further agrees that whenever the Property is held, sold, conveyed or otherwise transferred, the Property shall be subject to this Agreement which shall apply to, bind and be obligatory to, all present and subsequent owners of the Property.

SECTION 12: SEVERABILITY

The provisions of this Agreement shall be severable and if any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision is adjudged invalid or unconstitutional by a court of competent jurisdiction, or the applicability to any Property Owner is held invalid, this shall not affect or invalidate the remainder of any phrase, clause, section, subsection, paragraph, subdivision, sentence or provision of this Agreement.

SECTION 13: RECORDATION

This Agreement shall be recorded by the Property Owner, or by the City by mutual

agreement, within 30 days after the execution date of this Agreement as stated above among the deed records of the County Recorder's Office of the County of Alameda, California at the Property Owner's expense. If Property Owner does not record within the 30-day time period, City may record this Agreement at any time pursuant to this Section at the expense of Property Owner.

SECTION 14: EFFECTIVE DATE AND MODIFICATION

This Agreement is effective upon the date of execution as stated at the beginning of this Agreement. This Agreement shall not be modified except by written instrument executed by the City and the Property Owner at the time of modification. Such modifications shall be effective upon the date of execution and shall be recorded.

SECTION 15: ACTIONS TO ENFORCE

If any action at law or in equity, including an action for declaratory relief, is brought to 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 they may be entitled.

SECTION 16: 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.

SECTION 17: INSURANCE REQUIRED

Property Owner shall procure and maintain insurance for the duration of the contract in the amounts and under the terms set forth in Exhibit "F" 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 the Property Owner, his agents, representatives, employees, or subcontractors.

SECTION 18: NOTICE

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

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

TO PROPERTY OWNER: Tony Bosowski, Authorized Agent
TH Arroyo Vista LLC,
a California Limited Liability Company

EXHIBIT C

3001 Bishop Dr., Ste. 100
San Ramon, CA 94583

Either party may change such address or contact person by written notice by registered mail to the other.

****

Signatures and Attachment 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 first written above.

PROPERTY OWNER: **Dated:**
TH Arroyo Vista LLC, a California
Limited Liability Company

_____ _____

Tony Bosowski
Its: Authorized Agent
3001 Bishop Dr., Ste. 100
San Ramon, CA 94583

CITY OF LIVERMORE: **Dated:**

_____
Marianna Marysheva, City Manager

(ALL SIGNATURES NEED TO BE NOTARIZED)

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

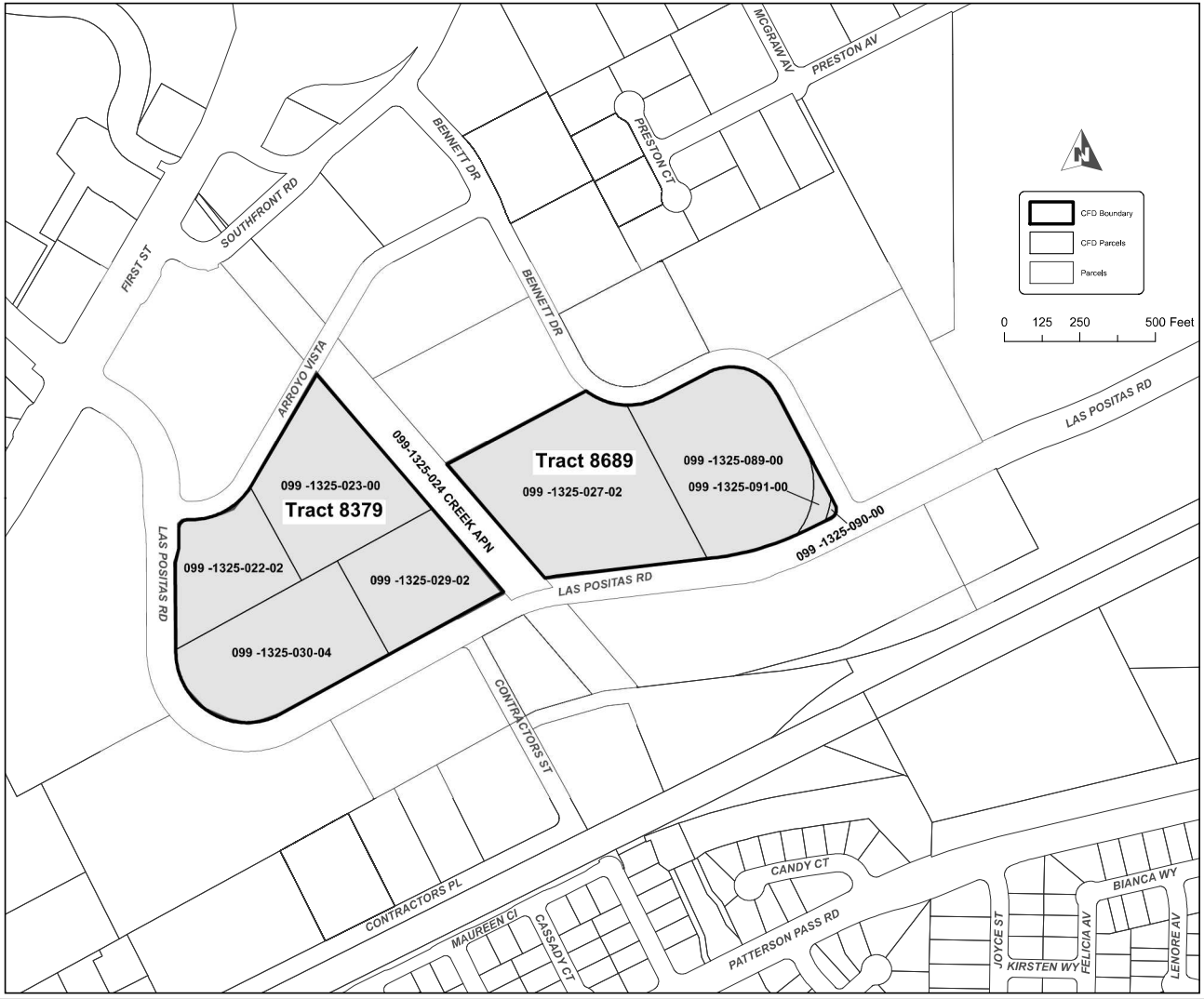
Attachments:

Exhibit A –Tract 8379 and 8689 Boundary Map, Plat and Legal Description
Exhibit B – Zone 7 Arroyo Seco Channel Property
Exhibit C – Aerial Easement Dedication
Exhibit D – Bridge Operation and Maintenance Area
Exhibit E – Bridge Operation and Maintenance Plan
Exhibit F – Bridge Insurance Requirements

Sheet 1 of 1

TRACT 8379 & 8689 EXHIBIT C
BOUNDARY MAP EXHIBIT A

CITY OF LIVERMORE
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LIVERMORE THIS ____ DAY OF _____, 20__.

_____
CITY CLERK

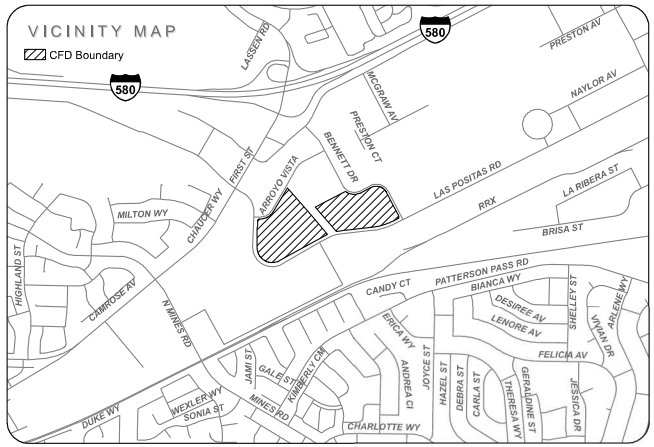
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2023-2 (ARROYO VISTA MAINTENANCE & SERVICES), CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK

FILED THIS ____ DAY OF _____, 20__, AT THE HOUR OF __ O'CLOCK _M, IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF ALAMEDA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF ALAMEDA, STATE OF CALIFORNIA.



Source: Alameda County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California III FIPS 0403 Feet

NBS

EXHIBIT C

NOVEMBER 6, 2023
JOB NO. 1297-010

LEGAL DESCRIPTION
EXHIBIT A
COMMUNITY FACILITIES DISTRICT

REAL PROPERTY SITUATE IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL FIVE, PARCEL SIX, PARCEL SEVEN, AND PARCEL EIGHT AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 24, 2003, IN DOCUMENT 2003042833, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 22, AS SAID LOT IS SHOWN AND SO DESIGNATED ON PARCEL MAP 3756, RECORDED JULY 31, 1984, FILED IN BOOK 146 OF PARCEL MAPS, AT PAGE 25, ALAMEDA COUNTY RECORDS;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERLY LINE OF SAID LOT 22, SOUTH 40°45'53" EAST 4.226 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID EASTERLY LINE OF LOT 22 AND LOT 25 AS SHOWN ON SAID MAP, SOUTH 40°45'53" EAST 939.790 FEET;

THENCE LEAVING SAID LINE AND ENTERING SAID PARCELS DESCRIBED IN SAID GRANT DEED, ALONG THE ARC OF A NON-TANGENT 571.000 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 25°56'52" EAST, THROUGH A CENTRAL ANGLE OF 02°47'54", AN ARC DISTANCE OF 27.887 FEET;

THENCE, SOUTH 61°15'14" WEST 799.623 FEET;

THENCE, SOUTH 22°55'22" WEST 8.062 FEET;

THENCE, SOUTH 61°15'14" WEST 6.938 FEET;

THENCE, ALONG THE ARC OF A TANGENT 234.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 118°24'05", AN ARC DISTANCE OF 483.560 FEET;

THENCE, NORTH 00°20'41" WEST 93.227 FEET;

THENCE, NORTH 03°17'26" EAST 252.350 FEET;

THENCE, NORTH 00°20'41" WEST 63.997 FEET;

THENCE, ALONG THE ARC OF A TANGENT 26.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 40.841 FEET;

THENCE, NORTH 89°39'19" EAST 13.855 FEET;

THENCE, ALONG THE ARC OF A TANGENT 234.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59°15'00", AN ARC DISTANCE OF 241.981 FEET;

THENCE, NORTH 30°24'19" EAST 423.453 FEET TO SAID **POINT OF BEGINNING.**

CONTAINING 680,453 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

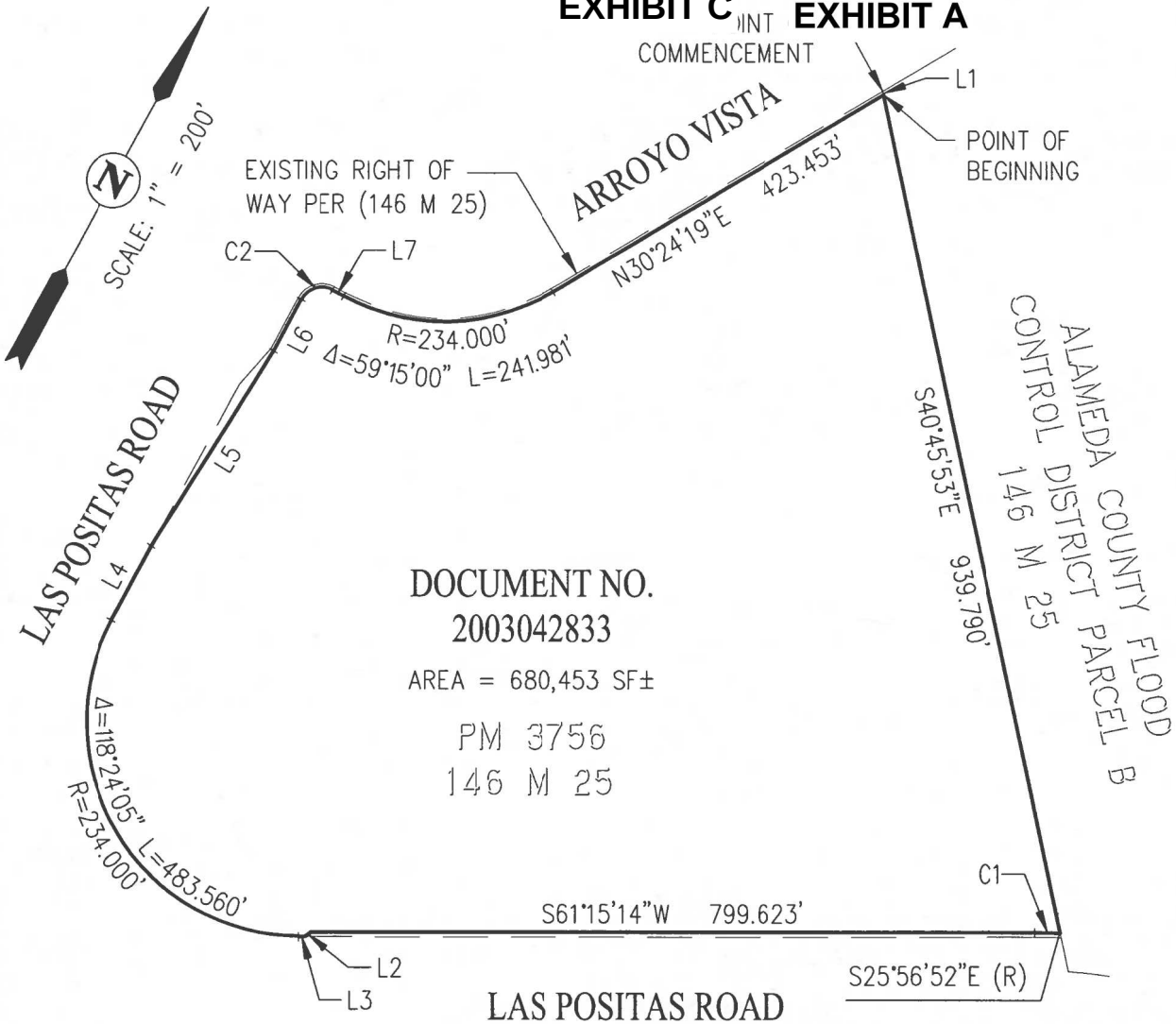
END OF DESCRIPTION



11/6/2023

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

EXHIBIT C EXHIBIT A



LINE TABLE		
NO	BEARING	LENGTH
L1	S40°45'53"E	4.226'
L2	S22°55'22"W	8.062'
L3	S61°15'14"W	6.938'
L4	N00°20'41"W	93.227'
L5	N03°17'26"E	252.350'
L6	N00°20'41"W	63.997'
L7	N89°39'19"E	13.855'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	571.000'	2°47'54"	27.887'
C2	26.000'	90°00'00"	40.841'

LICENSED LAND SURVEYOR MARK H. WILLIAMS 7980 STATE OF CALIFORNIA

11/6/2023

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

COMMUNITY FACILITIES DISTRICT
A PORTION OF PM 3756 146 M 25
LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
NOVEMBER 6, 2023

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

JOB NO. 1297-020

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NOVEMBER 6, 2023
JOB NO. 1297-010

LEGAL DESCRIPTION
EXHIBIT A
COMMUNITY FACILITIES DISTRICT

REAL PROPERTY SITUATE IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL ONE AND PARCEL TWO AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 19, 2023, IN DOCUMENT NUMBER 2023005829 AND A PORTION OF PARCEL II AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED OCTOBER 6, 1989 IN DOCUMENT NUMBER 89274601, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 26, AS SAID LOT IS SHOWN AND DESIGNATED ON PARCEL MAP 3756, RECORDED JULY 31, 1984, FILED IN BOOK 146 OF PARCEL MAPS, AT PAGE 25, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID LOT 26, NORTH 62°12'42" EAST 516.278 FEET;

THENCE LEAVING SAID LINE, ALONG THE ARC OF A NON-TANGENT 234.500 FEET FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 37°30'27" EAST, THROUGH A CENTRAL ANGLE OF 64°45'15", AN ARC DISTANCE OF 265.025 FEET;

THENCE, NORTH 62°45'12" EAST 178.498 FEET;

THENCE, ALONG THE ARC OF A TANGENT 165.500 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°30'50", AN ARC DISTANCE OF 258.563 FEET;

THENCE, SOUTH 27°43'58" EAST 420.148 FEET;

THENCE, ALONG THE ARC OF A TANGENT 25.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 91°07'54", AN ARC DISTANCE OF 39.764 FEET;

THENCE, SOUTH 63°23'56" WEST 17.566 FEET;

THENCE, NORTH 78°33'33" WEST 8.114 FEET;

THENCE, SOUTH 63°23'56" WEST 63.788 FEET;

THENCE, ALONG THE ARC OF A TANGENT 947.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 19°59'48", AN ARC DISTANCE OF 330.510 FEET;

THENCE, SOUTH 83°23'44" WEST 505.115 FEET;

THENCE, SOUTH 63°42'17" WEST 15.049 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 566.000 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 07°30'34" EAST, THROUGH A CENTRAL ANGLE OF 03°50'07", AN ARC DISTANCE OF 37.887 FEET TO THE WESTERLY LINE OF SAID LOT 26;

THENCE ALONG SAID WESTERLY LINE, NORTH 40°45'53" WEST, A DISTANCE OF 496.152 FEET TO SAID **POINT OF BEGINNING.**

CONTAINING 571,512 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

11/6/2023

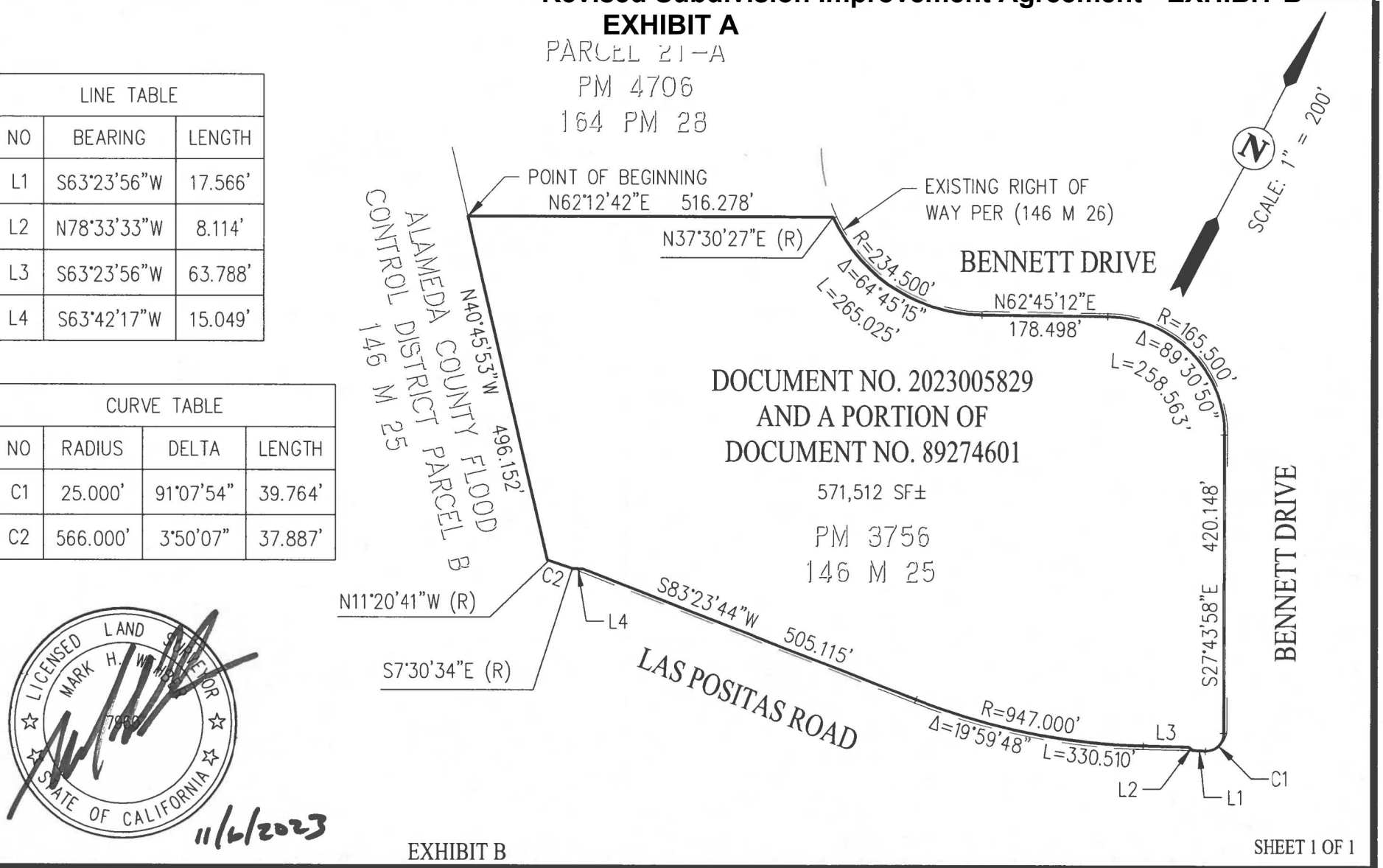
MARK H. WEHBER, P.L.S.
L.S. NO. 7960



EXHIBIT A

LINE TABLE		
NO	BEARING	LENGTH
L1	S63°23'56"W	17.566'
L2	N78°33'33"W	8.114'
L3	S63°23'56"W	63.788'
L4	S63°42'17"W	15.049'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	25.000'	91°07'54"	39.764'
C2	566.000'	3°50'07"	37.887'



LICENSED LAND SURVEYOR
MARK H. WILSON
7800
STATE OF CALIFORNIA

11/6/2023

EXHIBIT B

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

COMMUNITY FACILITIES DISTRICT
A PORTION OF PM 3756 146 M 25
LIVERMORE, ALAMEDA COUNTY, CALIFORNIA
NOVEMBER 6, 2023

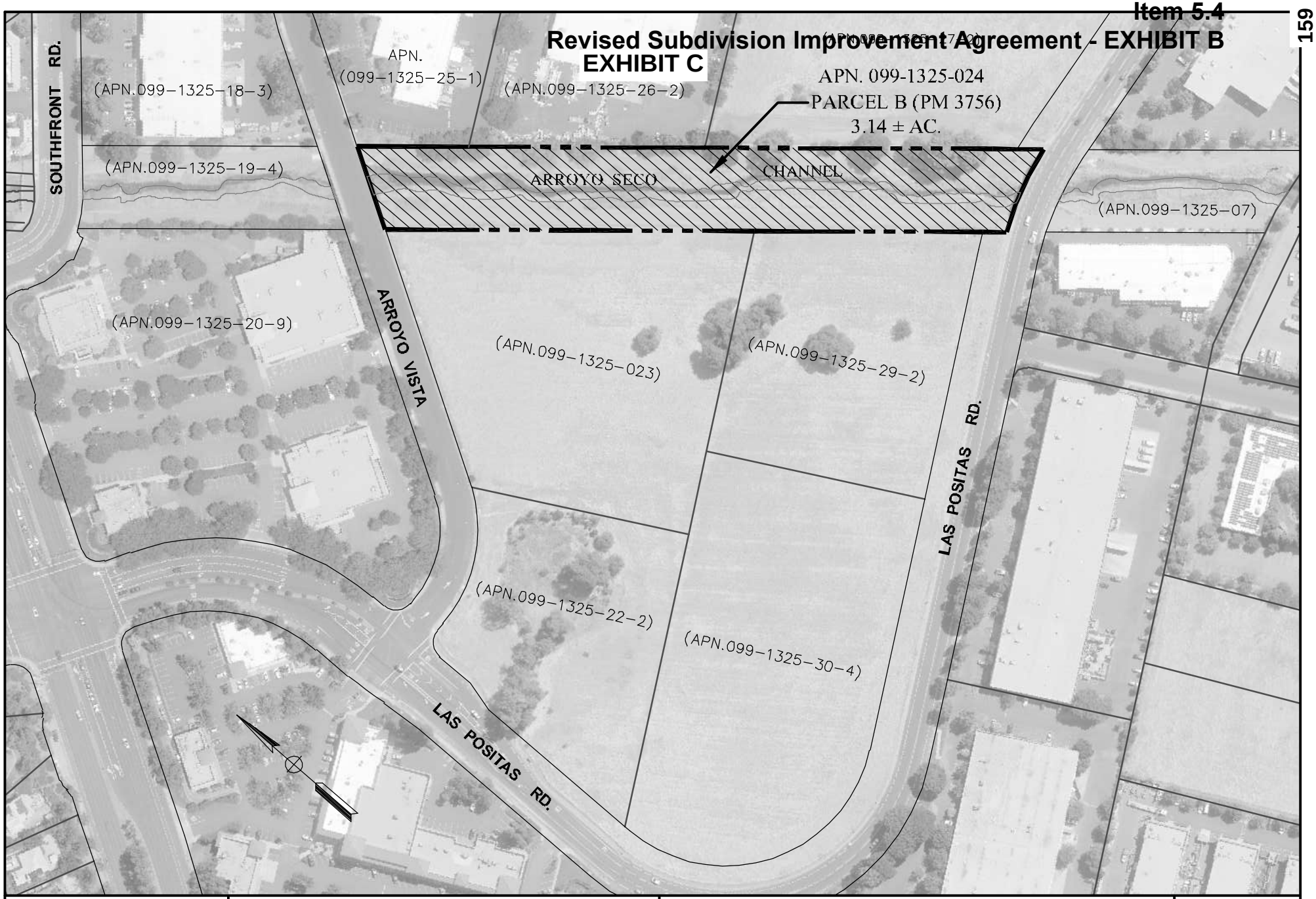
cbg
SAN RAMON (925) 866-0322
ROSEVILLE (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

JOB NO. 1297-020

G:\1297-010\ACAD\SURVEY\PLATS\1297-010_PLAT005-FD-EAST.DWG

Revised Subdivision Improvement Agreement - EXHIBIT B

EXHIBIT C



CHECKED BY: MP/JT-ZONE 7 DRAWN BY: HI DATE: 7/19/23	CITY OF LIVERMORE CALIFORNIA COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION	**EXHIBIT B** **ARROYO SECO CHANNEL LICENSED AREA**	**EX. B-13** Sheet **1** Of **1** Scale: **NTS**

EXHIBIT C

EXHIBIT C

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

The Undersigned grantor(s) declare(s):
CITY TRANSFER TAX $ 0.00
DOCUMENTARY TRANSFER TAX $ 0.00
SURVEY MONUMENT FEE $ 0.00

R & T CODE 11922, Government agency acquiring title

Exempt from filing fees per Government Code §§ 27383 and 6103

APN 099-1325-024 (portion of)
R/W No. 70212
RF-10160

EASEMENT DEED
(AERIAL)

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7, hereinafter designated "Grantor," in consideration of value paid, the adequacy and receipt of which are hereby acknowledged, hereby grants to the **CITY OF LIVERMORE**, hereinafter designated "Grantee," its successors and assigns, an AERIAL EASEMENT in gross and right-of-way to construct, reconstruct, replace, use, inspect, maintain, repair, operate or remove an overhead pedestrian overcrossing, including any and all appurtenances thereto, over, and across all that certain real property in the City of Livermore, County of Alameda, State of California, said easement being more particularly described as follows:

A Portion of PARCEL B as shown on Parcel Map 3756 as described in attached Exhibit "A" and shown on Exhibit "B" incorporated by reference hereto.

This Aerial Easement is executed and delivered to Grantee upon the following terms and conditions, to wit:

1. Grantee understands and agrees that the primary purpose of Grantor's property is for flood protection and water management and that the operations in furtherance of said purpose must take precedence over any and all other uses of the subject easement area.

EXHIBIT C

EXHIBIT C

2. Grantee, including Grantee's agents and contractors (individually "Grantee's Designee"), shall have the non-exclusive right of ingress to and egress from the easement area hereinabove described for the purpose aforesaid by way of such roads or passageways as may now or hereinafter exist on Grantor's property. Except for emergencies, prior to entering upon Grantor's property or engaging in any construction, reconstruction, replacement, or maintenance, Grantee or Grantee's Designee shall first obtain the standard form encroachment permit from Grantor. Grantor shall issue said permit within three (3) working days, if possible, at no cost to Grantee. The granting of such access rights shall be contingent upon Grantee or Grantee's Designee not interfering with the primary use of the property for flood control purposes.

3. Grantee agrees that said pedestrian overcrossing and appurtenances shall be constructed and maintained at a height of at least fourteen (14) feet above the present surface of the maintenance road.

4. Grantee agrees that upon the completion of any of work performed by Grantee within Grantor's property, to restore the surface of the ground to the condition in which it was prior to the commencement of said work or as acceptable to Grantor. Grantee shall, at Grantee's sole cost, promptly repair any damage to Grantor's real and personal property, arising out of or in connection with Grantee's construction, operation, maintenance, replacement, repair or removal of said pedestrian overcrossing and appurtenances, including any damage to Grantor's real and personal property caused by public users of Grantee's easement. Grantee or Grantee's Designee shall maintain the easement and Grantee's improvements in good repair and prevent the easement and improvements from causing any nuisance. Before easement area is open for public use, Grantee must enter an agreement with Grantor, or cause an agreement to be entered with Grantor, that licenses the easement area for public use and ensures appropriate management of such use.

5. Grantor reserves the right to convey easement rights to others so long as such easement(s) do not conflict or interfere with Grantee's aerial easement rights herein conveyed, but prior to making such a conveyance, Grantor will provide written notice to Grantee.

6. The grant of this easement is personal to Grantee, and the easement may only be transferred by Grantee to another public entity.

7. Grantee shall hold harmless, defend, and indemnify Grantor against all liability, loss, claims, damages, expenses, costs, attorney's fees, and charges (collectively "Liability") caused by the wrongful or negligent act or omission of Grantee arising from Grantee's failure to comply with the terms and conditions of this easement or Grantee's construction, reconstruction, replacement, use, inspection, maintenance, repair, operation, or removal of an overhead pedestrian overcrossing, including any

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EXHIBIT C

EXHIBIT C

and all appurtenances thereto, over and across all that certain real property described more particularly herein, except for a Liability caused by the sole negligence or willful misconduct of Grantor. In no event shall Grantor or its elected and appointed officials, officers, directors, employees, agents, or designated volunteers be liable for any Liability caused in whole or in part by Grantee, Grantee's Designee, or a non-Grantee third party.

8. Grantee is responsible for securing adequate funding for maintaining Grantee's overcrossing and its appurtenances. Grantee is establishing a community facilities district under the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello-Roos Act") to provide funds to operate, maintain, repair and replace the pedestrian overcrossing and appurtenances being constructed on Grantor's property.

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect except by a subsequent modification in writing, signed by the party to be charged.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

Acceptance and recordation of the Aerial Easement by Grantee shall signify Grantee's acceptance of the terms and conditions of the conveyance.

IN WITNESS WHEREOF, this instrument is duly executed pursuant to Alameda County Flood Control and Water Conservation District Resolution No. 2024-18, adopted January 9th, 20 24, a certified copy of which is attached hereto and made a part hereof.

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____ Dated: 1.18.24
Nate Miley, President
Board of Supervisors
Alameda County Flood Control and Water Conservation District

EXHIBIT C

EXHIBIT C

AUGUST 17, 2023

R/W #70212
MAP: RF-10160

LEGAL DESCRIPTION
EXHIBIT A
ARROYO SECO, LINE P

REAL PROPERTY SITUATE IN THE CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL B, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON PARCEL MAP 3756 RECORDED JULY 31, 1984, FILED IN BOOK 146 OF MAPS, AT PAGE 25, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERN LINE OF SAID PARCEL B, SAID POINT BEING THE POINT OF INTERSECTION WITH THE NORTHWESTERN RIGHT OF WAY LINE OF LAS POSITAS ROAD AS DESCRIBED IN THAT GRANT DEED TO THE CITY OF LIVERMORE FOR ROAD WIDENING RECORDED MAY 9, 1994, AS DOCUMENT NUMBER 94176895 OF ALAMEDA COUNTY RECORDS;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID SOUTHWESTERN LINE OF PARCEL B, NORTH 40°45'53" WEST, 207.97 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID SOUTHWESTERN LINE, NORTH 40°45'53" WEST, 11.67 FEET;

THENCE, LEAVING SAID SOUTHWESTERN LINE PERPEDICULAR THERETO, NORTH 49°14'07" EAST, 132.00 FEET TO A POINT ON THE NORTHEASTERN LINE OF SAID PARCEL B;

THENCE, ALONG SAID NORTHEASTERN LINE, SOUTH 40°45'53" EAST, 11.67 FEET;

THENCE, LEAVING SAID NORTHEASTERN LINE PERPEDICULAR THERETO, SOUTH 49°14'07" WEST, 132.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,540 SQUARE FEET OF LAND, MORE OR LESS.

THE BEARINGS LISTED HEREIN ARE BASED UPON SAID PARCEL MAP 3756 RECORDED JULY 31, 1984, FILED IN BOOK 146 OF MAPS, AT PAGE 25, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

EXHIBIT C

EXHIBIT C

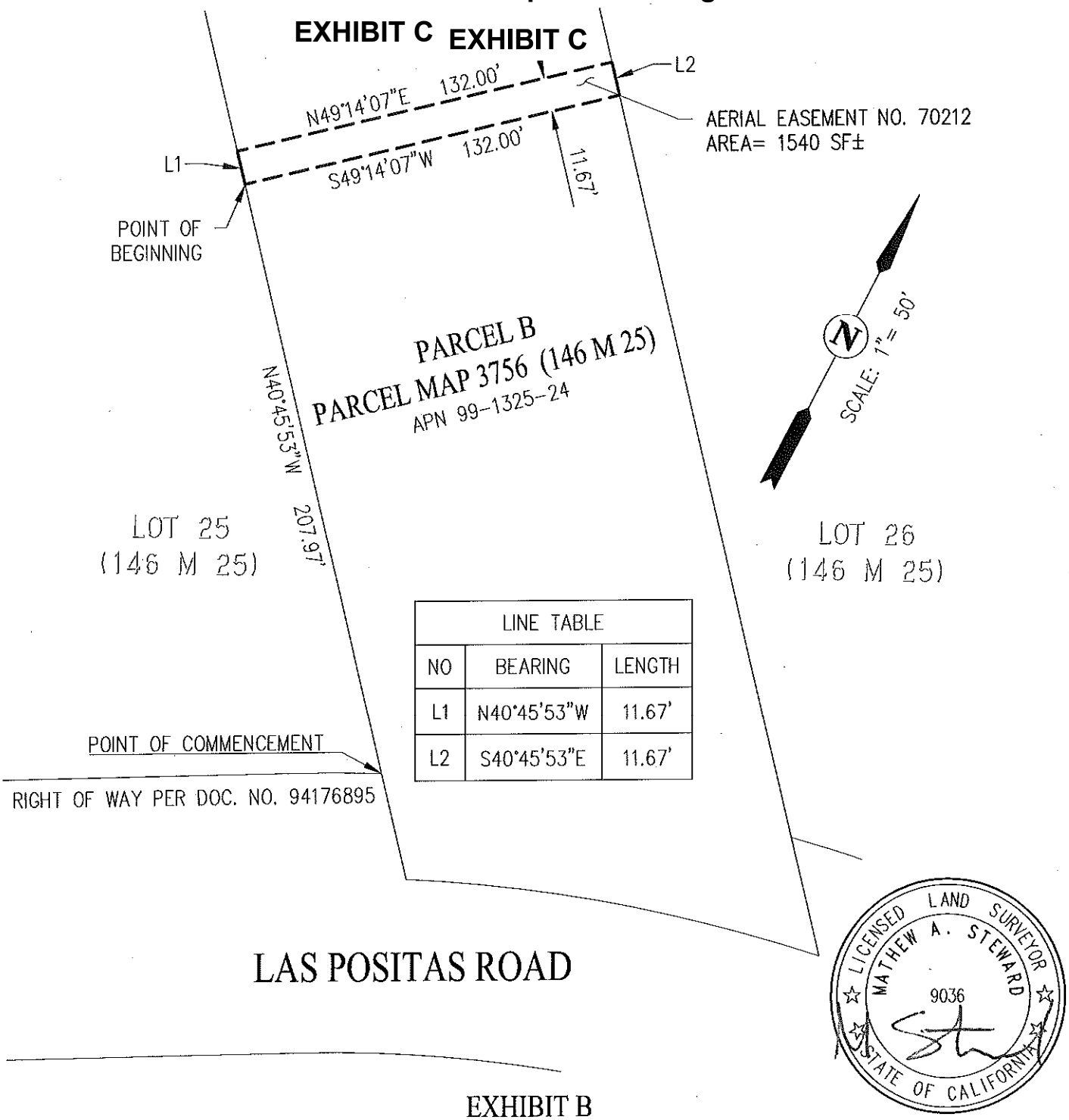
ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036

EXHIBIT C

EXHIBIT C



LINE TABLE		
NO	BEARING	LENGTH
L1	N40°45'53"W	11.67'
L2	S40°45'53"E	11.67'

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

AERIAL EASEMENT NO. 70212
A PORTION OF PARCEL B, PARCEL MAP 3756 (146 M 25)
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

AUGUST 17, 2023

SHEET 1 OF 1

cbg
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM

MAP: RF-10160

JOB NO. 1297-010

G:\1297-010\ACAD\SURVEY\PLATS\1297-010_PLAT002 BRIDGE ESMT.D\

EXHIBIT C

AUGUST 17, 2023

EXHIBIT D
BRIDGE OPERATIONS AND MAINTENANCE AREA

R/W #70212
MAP: RF-10160

LEGAL DESCRIPTION
EXHIBIT A
ARROYO SECO, LINE P

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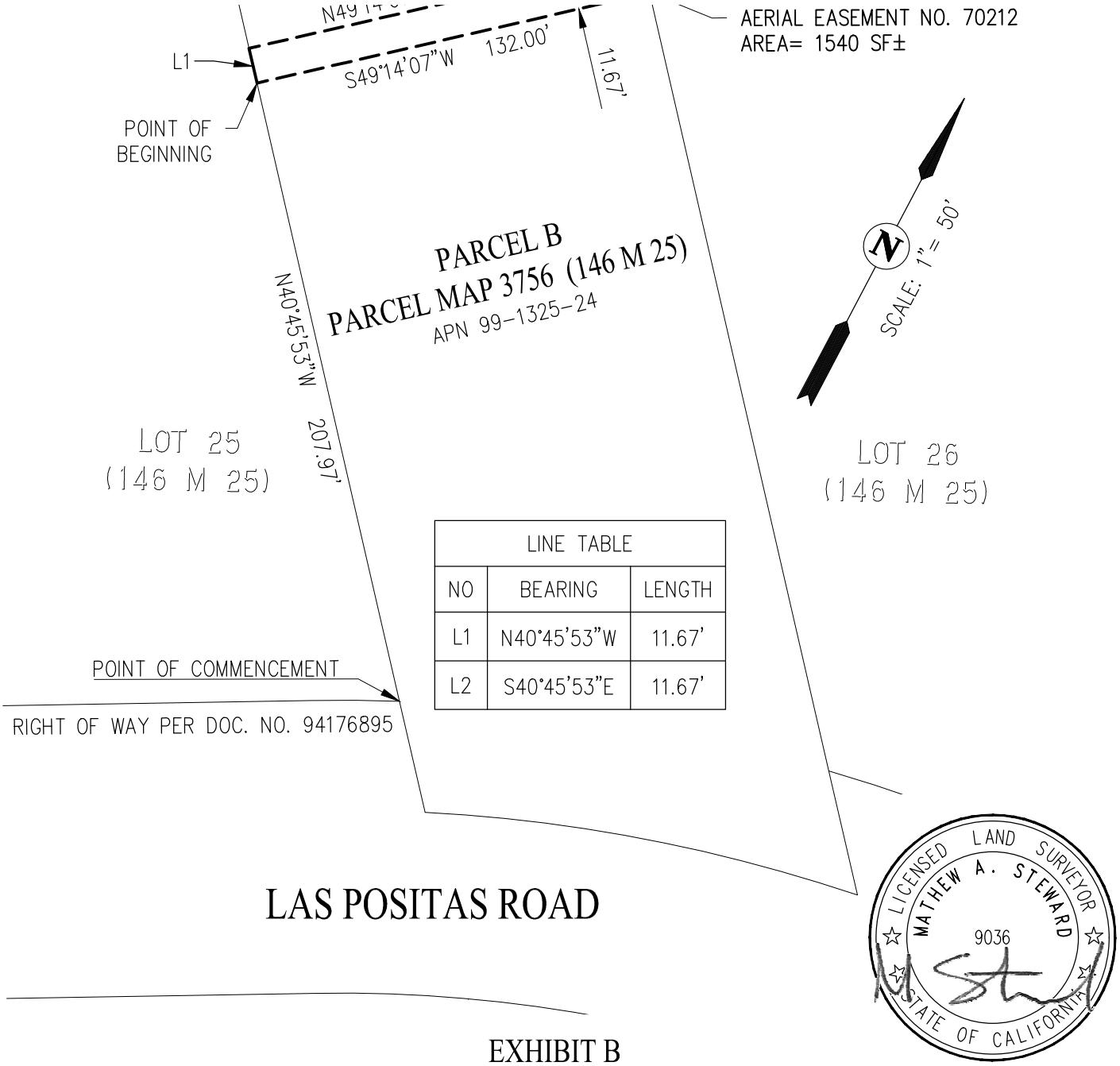
EXHIBIT C EXHIBIT D
BRIDGE OPERATIONS AND MAINTENANCE AREA

ATTACHED HERETO IS EXHIBIT B, A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036



LINE TABLE		
NO	BEARING	LENGTH
L1	N40°45'53"W	11.67'
L2	S40°45'53"E	11.67'

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

AERIAL EASEMENT NO. 70212
A PORTION OF PARCEL B, PARCEL MAP 3756 (146 M 25)
CITY OF LIVERMORE, ALAMEDA COUNTY, CALIFORNIA

AUGUST 17, 2023

SHEET 1 OF 1

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

MAP: RF-10160

EXHIBIT C XHIBIT E

BRIDGE OPERATIONS AND MAINTENANCE PLAN

Description

The maintenance and operation to include but not limited to repair, replacement and servicing of bridge and its foundation, including abatement of any graffiti, all as delineated on the improvement plans for Tract 8379 and 8689 prepared by CBG, or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications.

I. Routine Maintenance Activities

The principal maintenance objective is to ensure maintenance activities, and the frequency at which they will be conducted, are shown in Table 1.

Table 1
Routine Maintenance Activities
(Part of the Arroyo Vista Maximum Annual Contingent Bridge Operation/Maintenance Services Special Taxes CFD 2023-2)

No.	Maintenance Task	Frequency of Task
1	Examine bridge, foundation and abutments to determine if there are any significant cracks and spalling. If any significant cracks, holes, spalling are found, these items shall be evaluated by a licensed Civil or Structural Engineer for surface and/or structural damage. If surface, subsurface, or structural damage is found, repair damaged items and/or foundation as directed by the licensed Civil or Structural Engineer. Upon completion of work, provide written documentation of evaluation by licensed Civil or Structural Engineer.	Once a year
2	Abate graffiti or surface markings as required by removal or recoating. If graffiti contains offensive or vulgar language or symbols, property owner shall remove it within 24 hours per LMC Code Chapter 8.14 “Public Nuisances”. Remove Trash or debris on bridge or around foundation / abutments. Power wash bridge structure, deck and foundations/abutments.	Once a year, or more if required
3	Perform elevator inspection and routine maintenance of elevator components. Provide any required certifications. Service should include but is not limited to lubrication, motor inspection, replacement of worn-out components, cleaning and painting.	Once a year or as needed.

EXHIBIT C EXHIBIT E

BRIDGE OPERATIONS AND MAINTENANCE PLAN

4	Perform routine trimming of vegetation and debris removal from bridge and around foundation/abutments.	Every 5 years or as needed.
5	Inspect and perform any required repairs to Bridge Deck members, Bridge Railings, Concrete Stairway and handrail, Lighting, Signage and Painting. Any required repairs that require performing work within the creek bed shall be performed with proper environmental study, permitting and monitoring.	Every 10 years

II. Long Term Maintenance Activities

The principal maintenance objective is to ensure long term maintenance and replacement activities, and the frequency at which they will be conducted, are shown in Table 2.

Table 2
Long Term Maintenance Activities
(Part of the Arroyo Vista Maximum Annual Contingent Bridge Repair/Replacement Services Special Taxes CFD 2023-2)

No.	Maintenance Task	Frequency of Task
1	Perform a structural evaluation with a written report of all bridge components including bridge deck, trusses, foundation, abutments, stairway by a licensed Civil or Structural Engineer for surface, subsurface and/or structural damage, to determine if the bridge components should be replaced in kind. Any significant structural damage such as major cracks, leaning of bridge abutments, scouring of bridge foundation by creek, corrosion of metal components should be evaluated, and a repair or replacement plan should be provided by the licensed Civil or Structural Engineer. If bridge is determined to be near the end of life, the bridge shall be demolished and replaced as designed and detailed by a licensed Civil or Structural Engineer in its entirety. The long-term repair and/or replacement shall include any required environmental studies, monitoring, reporting and/or permitting. Provide written report of final evaluation by licensed Civil or Structural Engineer.	Once every 10 years

III. Inspections

The attached Inspection and Maintenance Checklist shall be used to conduct inspections monthly (or as needed), identify needed maintenance, and record maintenance that is conducted.

EXHIBIT C EXHIBIT E

BRIDGE OPERATIONS AND MAINTENANCE PLAN

IV. Inspection and Maintenance Checklist

Property Address: _____ Property Owner: _____

Date of Inspection: _____ Type of Inspection: Monthly

Inspector(s): _____

Defect	**Conditions When Maintenance Is Needed**	**Maintenance Needed? (Y/N)**	**Comments** (Describe maintenance completed and if needed maintenance was not conducted, note when it will be done)	**Results Expected When Maintenance Is Performed**
1. Surface or Structural Damage	Bridge shows signs of surface or structural damage, significant cracking, spalling etc.			No significant leaning, cracks, spalls on surface of bridge and the foundation / abutments are uniform and free of defects.
2. Graffiti or Surface Markings	Graffiti or unintended markings are visible.			Bridge and foundation / abutments contain no markings or graffiti.
3. Trash and Debris	Trash and debris are visible.			Bridge and abutments are free of trash or debris on bridge or around foundation / abutments.
4. Dirt, rust or debris	Bridge components are dirty, rusty or have build up along deck or structure components.			Bridge structure, deck and foundations/ abutments are clean and free of dirt, rust or build up after power wash.
5. Elevator damage	Elevator components are dirty, rusty, not working properly or damaged.			Elevator has been lubricated, motor and electrical components are running properly, worn-out components have been replaced as required in the operation and maintenance manual, interior and exterior of elevator is clean and properly painted.
6. Vegetation overgrowth	Vegetation has overgrown and is obstructing bridge components.			Perform routine trimming of vegetation and debris removal from bridge and around foundation/abutments have occurred.
7. Bridge foundation Scouring or erosion	Soil around foundation / abutments have been eroded and scouring has occurred beyond the recommendations found in the soil report within the bridge building permit CM230056.			Soil has been replaced around the bridge foundation / abutments back to the original elevation shown on the bridge improvement plans found on building permit CM230056.

EXHIBIT C
EXHIBIT F

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:
   $10,000,000 per occurrence/**$20,000,000** 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.

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.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	1/24/2024	Chamber of Commerce	Board meeting	Provided an update to the Board on City activities and approved monthly financials.
Mayor Marchand	1/25/2024	Alameda County Transportation Commission	Commission meeting	Received the legislative update and approved amendments to the Measure BB Transporation Expenditure Plan.
Mayor Marchand	1/26/2024	Alameda County Mayors Conference	Inter-agency convening on public safety and regional crime.	Spoke on best practices and regional cooperation.
Mayor Marchand	1/26/2024	City of Livermore	Presentation and tour	Gave a presentation on local government to East Avenue Middle School
Mayor Marchand	1/28/2024	Asbury Methodist Church	Tour and orientation	Heard a presentation and toured the proposed site for tiny homes.
Mayor Marchand	1/31/2024	Chinese Consulate in S.F.	Program and celebration	Presented a Certificate from the City of Livermore to the Consul General recognizing the 45th Anniversary of Diplomatic relations between the U.S. and China.
Mayor Marchand	2/3/2024	Josefa Higuera Livermore Daughters of the American Revolution	Awards presentation	Heard the award-winning essays and presented certificates to the authors.
Mayor Marchand	2/3/2024	Global Friendship City Association	Meeting	Discussed potential future Sister City partnerships.
Mayor Marchand	2/12/2024	Alameda County Transportation Commission Planning, Policy and Legislation Committee.	Meeting	Heard legislative update and the update on the transportation plan, "Making Alameda County Safer" which recommends project priorities and strategies to improve safety.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Vice Mayor Carling	2/8/2024	StopWaste	Board meeting	
Vice Mayor Carling	2/8/2024	City of Livermore	Livermore Valley Joint Unified School District (LVJUSD) Science Odyssey	Annual science and engineering event.
Vice Mayor Carling	2/9/2024	City of Livermore	2024 Breakfast for Scouting	Supports Scouting programs throughout the Bay Area.

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Council Member Branning	2/7/2024	Tri-Valley REACH	Ribbon cutting
Council Member Branning	2/5/2024	Livermore-Amador Valley Transit Authority (LAVTA)	Board meeting

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.2**

DATE: February 12, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Supplemental materials received at the meeting.

RECOMMENDED ACTION

SUMMARY

DISCUSSION

ATTACHMENTS

1. Items Received at the Meeting

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

City Council Meeting speech 2-12-2024 by Felicia Ziomek

Received at the Livermore City Council meeting of:
February 12, 2024

Good evening City Council members.

I echo the comments of Donna Cabanne.

Thank you for establishing the city website to post information about Livermore Airport Land Use Analysis and Development. I encourage anyone interested in learning about what Airport Land and Use Development is being discussed, to enroll at the city website to request notification of meetings open to the public.

Thank you for instituting the requirement mandating selling UL 94 unleaded fuel at Livermore Airport in 2 years, and pursuing getting the existing unused fuel tank permitted for UL 94 fuel (albeit a small sized tank). Can this be accelerated to less than 2 years?

Given that most existing piston engine airplanes at Livermore Airport can't use UL 94 unleaded fuel, the city should pursue acquiring a larger 8,500-gallon fuel tank to hold GAMI 100UL fuel. GAMI 100UL fuel will be sold in California by summer.

Lead in aviation fuel is emitted into the air while the plane is doing a "runup", which is temporarily advancing its throttles to ensure the engine can produce take-off thrust. Wind direction (which is usually from west to east in this area) will cause this lead in the air to flow into the nearby Livermore neighborhood.

CDC states, "No safe blood lead level in children has been identified. Even low levels of lead in blood have been shown to affect IQ, ability to pay attention, and academic achievement." The child who lived less than 1 mile from the airport runway in a house that mitigated other lead sources, and whose blood tested positive for lead, has now moved out of Livermore as a result.

The half-life of lead (which refers to the time it takes for the concentration to decrease by half, after the exposure has stopped) varies from about a month in blood, 1-1.5 months in soft tissue, and about 25-30 years in bone.

While the City and Airport appear to be pursuing developing hydrogen-electric aviation projects at Livermore Airport, it's my understanding that current piston aircraft can't be converted to using hydrogen-electric technology and they will continue to require fuel. So, it's important to continue pursuing the goal of offering unleaded fuel for sale at the airport, to serve existing tenants and older aircraft.

To quote a recent article in The Independent: "Electric aviation remains in its early stages. Federal certifications must be acquired before the new electric technologies can fly passengers. Large, all-electric commercial aircraft might not become viable for decades, according to one National Academies of Sciences study."

While these hurdles are being overcome, the City and Airport need to continue providing fuel for existing aircraft. And that fuel should be the unleaded variety, to protect the public from lead exposure.

Thank you.

February 12th, 2024

To Livermore City Council members:

Some good news about unleaded aviation fuel at the airport.

The air permit fee for the existing 1,000 gallon tank was paid Feb.10th. This allows unleaded UL 94 to be sold at LVK. I am not sure what steps remain and the timeline for the issuance of the air permit. I am trying to verify the timeline with the air district.
However, I would like to thank the city manger, the assistant city manger, the fixed based operator, and city staff for their efforts to support this important step in reducing lead air pollution at LVK.

I hope the city council will consider using Airport Enterprise Funds to buy a 8,500 gallon tank to sell UL GAMI 100 (G100UL) which will be available this summer.(See attached article " **GAMI unleaded G100UL Eyed to go on sale in California**" published 2/10/20204)

Unleaded GAMI 100 can be used in any tank or engine as a drop-in fuel. Many pilots like this avgas because it requires less maintenance on engines and helps the environment.
UL GAMI 100 can also serve as an interim unleaded avgas until the FAA approves future fuels.

The cost estimates for a second tank range between $300,000 and $400,000. The current balance of Airport Enterprise Funds is between 7 and 8 million dollars.
Investing in a second tank protects **the health and safety** of Livermore residents living within a 1.5 mile radius of LVK---which includes residents of Somerset, Sage, Montage and Isabel Specific Plan neighborhoods.

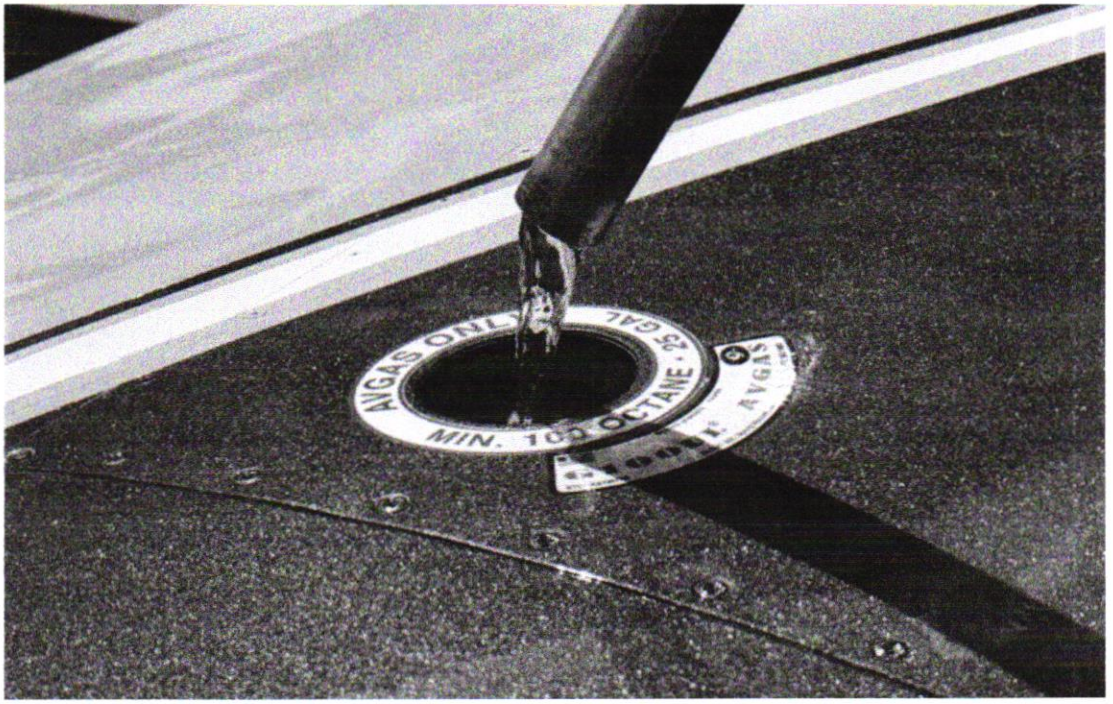
Last Monday 2/5, I heard a presentation by Airport Development Director Cardwell at a Livermore Airport Commission meeting.
The Airport Development Plan is in the Scoping Stage---gathering data, input and feedback from both aviation and non-aviation groups and agencies. This project will shape where, what, and when airport development will occur in the future.
The scoping results will define the project deliverables---such as a development map --- that will be presented to the City Council this June---a short turn around time.
Anyone who may have concerns about noise, air pollution, lead air pollution, and/or ideas for the airport , please contact Director Cardwell to be included in upcoming meetings and to provide comments. His email is bwcardwell@cityoflivermore.net .Now is the time to speak up.

Finally,--I, too, would like to thank Darin Bishop for his years of service on the Airport Commission including the transition to the new airport development policy and plan.

Sincerely
Donna Cabanne
Donna Cabanne
40 year resident of Livermore, member of Sierra Club, Tri-Valley Group, Lead Free Livermore, UnleadLVK, Center for Biological Diversity

GAMI Unleaded G100UL Eyed To Go On Sale In California By Summer

By **Russ Niles** - Published: February 10, 2024 Updated: February 12, 2024



Aircraft operators in California will likely be the first to be able to fill their tanks with unleaded 100 octane aviation fuel. General Aviation Modifications Inc. head of engineering George Braly told *AVweb* the company has signed a licensing agreement with petroleum company Vitol Aviation and that company is now in the process of producing the first large-scale batches of G100UL® avgas. At this time, the expectation is that G100UL avgas will be available to the West Coast in the first half of this year. "The initial deployment will be in California," said Braly. Vitol is now reconfiguring refining, blending, and storage facilities in the Gulf Coast area to produce the fuel and has obtained the necessary authorizations from the FAA to make and sell it. Braly said it's still not clear which airports will inaugurate the sale of G100UL, but several airports have banned the sale of leaded aviation fuel and those who need the higher octane have to fill up elsewhere.

In September of 2022, GAMI obtained a blanket supplementary type certificate (STC with Approved Model List) that allows the use of G100UL in every gasoline engine used in certified aircraft in the U.S. To use the fuel, aircraft owners have to buy the STC for their aircraft, which Braly says is a simple one-time online form for each aircraft. The cost is based on the horsepower of the engine in the plane. The fuel will also cost more than 100LL. "The premium components required to make this fuel cost more," he said. "There's no such thing as a free lunch." The costs of the components in a gallon of G100UL avgas is between 85 cents and $1.15 per gallon more than the cost of those components used in making a gallon of 100LL. That difference depends on fluctuating market prices for the

ingredients. How much those costs will translate into the ultimate pump price will be up to the various wholesalers, distributors and FBO retailers in the supply chain.

Braly said the ultimate goal is to make the fuel available everywhere as the industry transitions out of the use of leaded fuel in compliance with federal regulations that are expected to ban its use in the next decade. G100UL is not formally in or part of the FAA/aviation industry's Eliminate Aviation Gasoline Lead Emissions (EAGLE), as GAMI had already obtained its initial AML STC before that program was created in early 2022. However, G100UL avgas remains the only visible high-octane replacement for 100LL that has so far been approved for use. Swift Fuels has an unleaded 100 octane fuel under development as does a partnership between Lyondell, a chemical company, and VP Racing, which makes fuels for racing engines. Phillips Petroleum and chemical company Afton have paused the evaluation of their fuel in the EAGLE program because it failed a key test in the evaluation process. EAGLE has set 2030 to have a universal replacement for 100LL "without adversely impacting the safe and efficient operation of the existing fleet."

GAMI has been working with AOPA to demonstrate the fuel by running one of the engines on AOPA's Beech Baron on G100UL and the other on 100LL. The dual-fuel Baron started with freshly overhauled engines and has now flown over a hundred hours in that configuration and will take part in the AOPA Fly-in at the Buckeye Air Fair at Buckeye Airport in Arizona from Feb. 16-18. Braly said AOPA President Mark Baker has played a key role in getting the fuel into the public eye with the Baron demonstration and participation in the airshow.

Russ Niles

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Russ Niles is Editor-in-Chief of AVweb. He has been a pilot for 30 years and joined AVweb 22 years ago. He and his wife Marni live in southern British Columbia where they also operate a small winery.

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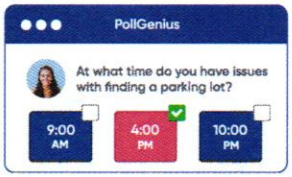
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