CITY COUNCIL

AGENDA
MONDAY, JULY 8, 2024

REGULAR MEETING – 7:00 PM

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

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

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

TV29:
Comcast TV Channel 29
tv29live.org

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

1. CLOSED SESSION - NONE

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

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Reappointment of Peggy Schimmelman as Poet Laureate for a two-year term

Recommendation:
The Commission for the Arts and staff recommend the City Council confirm the reappointment of Peggy Schimmelman as Poet Laureate for a two-year term starting July 1, 2024, and ending on June 30, 2026.

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 per item, on the items pulled for discussion and a separate comment for the remaining Consent Calendar. The one comment limit applies regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

5.1 Approval of draft minutes - June 10, 2024 Regular Meeting.

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

Staff Report
Attachments:
1. DRAFT 2024-06-10

5.2 Adoption of an ordinance revising Municipal Code Chapter 2.68, Contracts and Purchasing, to change contract approval authorities, add department head contract and purchasing responsibilities, add solicitation procedures for professional services contracts, and other miscellaneous revisions.

Recommendation:
Staff recommends the City Council **adopt an ordinance** revising Municipal Code Chapter 2.68, Contracts and Purchasing, to change contract approval authorities, add department head contract and purchasing responsibilities, add solicitation procedures for professional services contracts, and other miscellaneous revisions.

Staff Report
Attachments:
1. Redlined LMC 2.68
2. Ordinance
3. Exhibit A - LMC 2.68

5.3 Resolution authorizing supplemental appropriations in the amount of $3,584,000 from the Water Resources Replacement fund and $1,195,000 from the Sewer Connection Fees fund to FY 2023-24, and authorizing execution of a second amendment to the engineering services agreement with Carollo Engineers increasing the not-to-exceed contract amount from $4,910,499 to $5,881,720 and extending the term to December 31, 2026, for additional construction management and engineering services during construction of the Water Reclamation Plant (WRP) Primary and Secondary Treatment Improvements Project 2019-31.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Authorizing supplemental appropriations of $3,584,000 in the Water Resources Replacement fund and $1,195,000 in the Sewer Connection Fees fund in Fiscal Year 2023-24 to the WRP Primary and Secondary Treatment Improvements Project 2019-31,
2. Authorizing the City Manager to sign the second amendment to the agreement with Carollo Engineers, attached hereto as Exhibit A, increasing the amount of the agreement by $971,221 to a not-to-exceed amount of $5,881,720 and extending the term to December 31, 2026 for additional construction management and engineering design services during construction of the Water Reclamation Plant Primary and Secondary Treatment Improvements Project 2019-31, and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to

the proposed amendment.

Staff Report
Attachments:
1. Site Plan
2. Funding Summary
3. Resolution
4. Exhibit A - Second Amendment

5.4 Resolution authorizing delegation of authority to the City Manager to award a construction contract, in an amount not-to-exceed $1,000,000, for the 2023 Storm Damage Repair Projects S202300A and S202300P for repairs at one site along Arroyo Las Positas and two sites along Arroyo Mocho.

Recommendation:
Staff recommends the City Council adopt a resolution:

1. Delegating authority to the City Manager to award a construction contract in a total amount not-to-exceed $1,000,000 for the 2023 Storm Damage Repair Projects S202300A and S202300P in substantially similar form to the draft contract in Exhibit A of the resolution subject to the City Attorney's approval to form of the final construction contract and Risk Management approval of insurance; execute any change orders or amendments which do not exceed the not-to-exceed amount;
2. Delegating authority to the City Manager to reject all other bids; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

Staff Report
Attachments:
1. Site Map
2. Resolution
3. Exhibit A - Draft Construction Contract

5.5 Resolutions accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City's grant requests, finding that acquisitions are categorically exempt from CEQA, authorizing the City Manager to enter into Purchase and Sale Agreements for open space land, and appropriating funds from the Dougherty Valley Settlement Agreement and the Open Space Acquisition and Management Account. Locations: Hartford Hills Property (82 acres – APNs: 902-9-3-1, 902-9-3-2) and Greenville Road Property (125.5 acres - APN: 99B-5685-12)

Recommendation:
Staff recommends the City Council adopt separate resolutions to:

1. Accept the recommendation of the Altamont Landfill Open Space Committee to authorize the City of Livermore's grant requests for the Hartford Hills Property (in the amount of $980,000) and the Greenville Road Property (in the amount of $1,284,000)

for a total grant request of $2,264,000; and determine that the Altamont Landfill Open Space Committee's recommended expenditure of Open Space Account funds is not a project under California Environmental Quality Act (CEQA) Guidelines section 15378.

2. Determine the acquisitions are categorically exempt from CEQA in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands to preserve the land in its natural condition.
3. Authorize the City Manager to enter into two Purchase and Sale Agreements and execute all other documents necessary to acquire the Hartford Hills Property (82 acres – APNs: 902-9-3-1, 902-9-3-2), and the Greenville Road Property (125.5 acres - APN: 99B-5685-12); and
4. Appropriate funds from the Dougherty Valley Settlement Agreement (Fund 925) for the amount of $980,000 to acquire the Hartford Hills Property (82 acres – APNs: 902-9-3-1, 902-9-3-2) and appropriate $856,000 from the Open Space Acquisition and Management Account (Fund 642) for the Greenville Road Property (125.5 acres - APN: 99B-5685-12).

Staff Report

Attachments:

1. Financial Analysis
2. Property Acquisitions Map
3. Location Map - Hartford Hills Property
4. Location Map - Greenville Road Property
5. Planning Commission Meeting Minutes
6. Letter to Citizens for Balanced Growth
7. Public Comment
8. Resolution - Hartford Hills Concurrence of Funds
9. Resolution - Greenville Road Concurrence of Funds
10. Resolution - CEQA Hartford Hills Property
11. Resolution - CEQA Greenville Road Property
12. Resolution - Hartford Hills Authorizing City Manager
13. Exhibit A - Planning Commission Resolution
14. Exhibit B - Hartford Hills Purchase and Sale Agreement
15. Resolution - Greenville Road Authorizing City Manager
16. Exhibit A - Planning Commission Resolution
17. Exhibit B - Greenville Road Purchase and Sale Agreement
18. Resolution - Hartford Hills Acquisition Funding
19. Resolution - Greenville Road Acquisition Funding

5.6 Resolution authorizing an agreement with the County of Alameda Probation Department, accepting funding for the term of July 1, 2024 - June 30, 2026, for Horizons Family Counseling to provide mental health-related services and programs in an amount not-to-exceed $1,502,000.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing an agreement with County of Alameda Probation Department, accepting funding for the term of July 1, 2024 - June 30, 2026, in a not-to-exceed amount of $1,502,000 for Horizons to provide mental health related services and programs focused on therapeutic counseling, crisis intervention, diversion, and

case management services aimed at preventing formal entry into the juvenile system or recidivism.

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

5.7 Resolution establishing the Appropriations Limit consistent with State law for FY 2024-25.

Recommendation:
Staff recommends the City Council adopt a resolution establishing the Appropriations Limit for FY 2024-25.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - FY 2024-25 Appropriations Limit

6. PUBLIC HEARINGS

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

6.1 Hearing to consider a request for Vesting Tentative Tract Map and Site Plan Design Review to develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection with a for-sale residential condominium project, known as Shea Aura.

Recommendation:
The Planning Commission and staff recommend the City Council:

1. Adopt a resolution finding that the project is exempt under the California Environmental Quality Act, in accordance with California Government Code Section 65457 and CEQA Guidelines Section 15182 (c), Projects Pursuant to a Specific Plan, and California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183, Projects Consistent with a Community Plan, General Plan, or Zoning; and
2. Adopt a resolution approving Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006, together with the requested Density Bonus waivers and incentive/concession, subject to the attached Conditions of Approval; and
3. Direct the Planning Manager to file a Notice of Exemption, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

Staff Report
Attachments:
1. Staff Analysis - Planning Commission Memorandum
2. Project Location
3. Project Site Context

4. Development Plans
5. Isabel Neighborhood Specific Plan Land Plan
6. Frontage Improvements
7. Density Bonus Letter Request
8. Draft Planning Commission Meeting Minutes
9. Public Comments
10. Resolution - CEQA
11. Exhibit A - Planning Commission CEQA Resolution
12. Resolution - Project
13. Exhibit A - Planning Commission Project Resolution
14. Exhibit B - Conditions of Approval

6.2 Public hearing for the confirmation of the levy of assessments for the City's Landscape Maintenance Districts for FY 2024-25.

Recommendation:
Staff recommends the City Council:

1. Conduct a public hearing for the confirmation of the annual levy of assessments for the City's Landscape Maintenance Districts for FY 2024-25.
2. Upon closure of the public hearing, staff recommends the City Council adopt a resolution confirming the annual levy of assessments for the City's Landscape Maintenance Districts and directing actions with respect thereto for FY 2024-25.

Staff Report
Attachments:
1. Resolution
2. Exhibit A - LMD Maximum and Budgeted Assessment Rates
3. Exhibit B - Proposed Assessments for LMD No. 859 Downtown for Fiscal Year 2024-25
4. Exhibit C - FY 2024-25 Consolidated Annual Report

7. MATTERS FOR CONSIDERATION

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).

7.1 Approval of the City Council 2025 Meeting Calendar.

Recommendation:
Staff recommends the City Council approve the 2025 Meeting Calendar. Staff is prepared to make adjustments if a Council Member identifies a scheduling or holiday conflict to ensure all members of the Council can participate in meetings.

Staff Report

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

9. ADJOURNMENT

To a Regular City Council meeting on Monday, July 22, 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.pdf

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

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: July 8, 2024

TO: Honorable Mayor and City Council

FROM: Brandon Cardwell, Innovation and Economic Development Director

SUBJECT: Reappointment of Peggy Schimmelman as Poet Laureate for a two-year term

RECOMMENDED ACTION

The Commission for the Arts and staff recommend the City Council confirm the reappointment of Peggy Schimmelman as Poet Laureate for a two-year term starting July 1, 2024, and ending on June 30, 2026.

SUMMARY

The City Council established the position of Poet Laureate on October 25, 2002, and since that time five individuals have served as Poet Laureate. The fifth and current Poet Laureate, Peggy Schimmelman, will have her term expire on June 30, 2024. The search and selection process for the City of Livermore's sixth Poet Laureate was conducted by a subcommittee of the Commission for the Arts. The Commission for the Arts approved the Poet Laureate subcommittee's recommendation of Ms. Schimmelman at their regular meeting on June 25, 2024, and recommends the City Council approve her appointment as the City's Poet Laureate.

DISCUSSION

The City Council established the position of Poet Laureate on October 25, 2002, and since that time five individuals have served as Poet Laureate. Connie Post served from 2005 to 2009; Cher Wollard served from 2009 to 2013; Kevin Gunn served from 2013 to 2017; Cynthia Patton served from 2017 to 2022; and current Poet Laureate Peggy Schimmelman was appointed in 2022. Her term expires on June 30, 2024. As in the past, the City's Commission for the Arts formed a Poet Laureate Selection subcommittee to interview applicants for the Poet Laureate position. A search was conducted with the application period opening on April 19, 2024, and closing on May 31, 2024. One application was received, and the Poet Laureate selection committee interviewed the applicant on June 10, 2024. The Poet Laureate selection committee consisted of two members of the Commission for the Arts: Natalia Custodio and Cher Wollard. The panel unanimously recommended Ms. Peggy Schimmelman for consideration by the Commission. The Commission for the Arts approved the recommendation of Ms. Schimmelman at their regular meeting on June 25, 2024, and recommends the City Council approve her reappointment as the

City's Poet Laureate. If Council approves her reappointment, Ms. Schimmelman's renewed term will start on July 1, 2024, and will expire on June 30, 2026.

FISCAL AND ADMINISTRATIVE IMPACTS

The Poet Laureate position does not receive a monetary stipend and is purely a volunteer and honorary position. The expenses for the Poet Laureate program and activities have a budget of up to $6,000 annually of the City General Funds and are included in the 2023-25 Financial Plan. No additional appropriation is necessary. The Poet Laureate serves at the pleasure of the City Council.

COMMUNITY PILLAR:

4: Inclusive and Inviting Spaces & Places

GOAL:

1: Further enhance Livermore's unique sense of place

ATTACHMENTS

Prepared by: Theresa de la Vega
Management Analyst II

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: July 8, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of draft minutes - June 10, 2024 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. DRAFT 2024-06-10

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
JUNE 10, 2024

REGULAR MEETING

1. 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, Vice Mayor Robert W. Carling, and Council Members, Ben Barrientos, Evan Branning and, Brittni Kiick.

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Proclamation declaring June 2024, as LGBTQ+ Pride Month presented to Amy Rose, Pride Co-Founder and Board Member of Livermore Pride.

Mayor Marchand presented a proclamation to Amy Rose, Pride Co-Founder and Board Member of Livermore Prode declaring June 2024, as LGBTQ+ Prode Month.

3.2 Presentation of the 2024 High School Senior Arts Awards.

Mayor Marchand presented the 2024 High School Senior Arts Awards to the students.

3.3 Livermore Area Youth Advisory Commission Annual Update presented by Chair Alexa Sumitra.

Livermore Area Youth Advisory Commission Chair Alexa Sumitra presented the update.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

David McGuigan provided a comment.

Suzy Pawloski provided a comment.

Greg Scott provided a comment.

Jeff Pawloski provided a comment.

Connie Kopps provided a comment.

Roland Ellingson provided a comment.

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

5. CONSENT CALENDAR

Items 5.1 and 5.2 were removed from the Consent Calendar for separate discussion and action.

Mayor Marchand opened the public comment period.

Item 5.14 **Greg Scott** provided a comment.

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

ON THE MOTION OF VICE MAYOR CARLING, SECONDED BY COUNCIL MEMBER BRANNING, AND CARRIED ON A 3-0 VOTE. THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 5.1. COUNCIL MEMBER BARRIENTOS AND COUNCIL MEMBER KIICK ABSTAINED DUE TO THEIR ABSENCE AT THE MEETING OF APRIL 15, 2024.

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY VICE MAYOR CARLING, AND CARRIED ON A 4-0 VOTE. THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEM 5.2. MAYOR MARCHAND ABSTAINED DUE TO HIS ABSENCE AT THE MEETING OF MAY 13, 2024.

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY COUNCIL MEMBER KIICK AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED CONSENT CALENDAR ITEMS 5.3 - 5.15

5.1 Approval of draft minutes – April 15, 2024 Regular Meeting

5.2 Approval of draft minutes – May 13, 2024 Regular Meeting

5.3 Resolution 2024-078 authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Slurry Seal 2021 Project 2021-04.

5.4 Resolution 2024-079 authorizing the acceptance for permanent maintenance, release of the security bonds, and execution of a Notice of Completion for the Crosswalk Improvement Projects 2022-06 and 2021-35.

5.5 Resolution 2024-080 authorizing the acceptance for permanent

maintenance, release of the security bonds, and execution of a Notice of Completion for the Storm Drain Trash Capture Devices Project 2021-12.

5.6 Resolution 2024-081 adopting a list of projects for FY 2024-25 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 and approving the use of Road Maintenance and Rehabilitation Account Fund.

5.7 Resolution 2024-082 authorizing execution of an agreement with Univar Solutions USA, LLC for the supply and delivery of sodium hypochlorite for use at the Water Reclamation Plant, in an amount not-to-exceed $705,600, and an appropriation of $202,700 to the Sewer Fund Operating Budget for FY 2024-25.

5.8 Resolution 2024-083 authorizing execution of an agreement with EOA, Inc. for stormwater regulatory compliance assistance for a term of three years in an amount not-to-exceed $191,050.

5.9 Resolution 2024-084 authorizing execution of an agreement with Lynx Technologies, for Geographic Information System enhancements, upgrades, development and maintenance services in the amount not-to-exceed $250,000, and a term of two years.

5.10 Resolution 2024-085 authorizing execution of a second amendment to the agreement with Terracare Associates for City-wide landscape maintenance, increasing the not-to-exceed amount from $3,900,000 to $6,600,000 and extending the term of the agreement two additional years to May 31, 2026.

5.11 Resolution 2024-086 authorizing the execution of an agreement with West Coast Arborists, Inc. for tree and shrub maintenance and removal services in an amount not-to-exceed $1,800,000 for a three-year term ending May 31, 2027.

5.12 Resolution 2024-087 directing the City Engineer to file the Consolidated Annual Report for the City's Landscape Maintenance Districts.

Resolution 2024-088 to levy annual assessments for the Landscape Maintenance Districts for Fiscal Year 2024-25.

5.13 Resolution 2024-089 approving the FY 2024-25 Budget Update**.**

5.14 Resolution 2024-090 approving the updated Investment Policy and the annual delegation of investment authority to the City Treasurer.

5.15 Resolution 2024-91 of continued local emergency in response to impacts from a series of severe storm events last year.

6. PUBLIC HEARINGS

6.1 Hearing to authorize negotiation of a Development Agreement with the property owner, Align Real Estate, to secure community benefit and social opportunity endowment funding as part of proposed Isabel Specific Plan

Amendments changing the land use from a Business Park designation to residential designations. Location 3011, 3055, and 3077 Triad Place.

Recommendation: Staff recommended the City Council adopt a resolution authorizing staff to proceed with negotiating terms for a Development Agreement (DA24-002) to be considered by the City Council at a later date concurrently with review of corresponding Isabel Neighborhood Specific Plan amendments.

Economic Development Manager Andy Ross presented the staff report.

Mayor Marchand opened the public hearing.

Alan Burnham provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER KIICK, SECONDED BY VICE MAYOR CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2024-092 authorizing staff to negotiate terms for a development agreement with Alight Real Estate.

7. MATTERS FOR CONSIDERATION

7.1 Discussion and direction regarding the Comprehensive General Plan Update – Draft Preferred Land Use Scenario.

Recommendation: Staff recommended City Council:

1. Approve the General Plan Advisory Committee's preferred land use scenario, which includes the Laughlin, Vasco Row, and Midtown focus areas, subject to the Planning Commission recommendations.
2. Identify East of Greenville as a future study area and direct staff to develop policy direction identifying the conditions under which to study future land use changes, consistent with Planning Commission recommendations.
3. Direct staff to proceed with finalizing the General Plan land use map, developing the General Plan policy framework, and conducting the General Plan environmental analysis.

Economic Development Manager Andy Ross presented the staff report.

Mayor Marchand opened the public comment period.

Greg Scott provided a comment.

Alan Burnham provided a comment.

Alan Marling provided a comment.

Connie Kopps provided a comment.

John Steinbuch provided a comment.

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

ON THE MOTION OF COUNCIL MEMBER BRANNING, SECONDED BY COUNCIL MEMBER KIICK AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED STAFF'S RECOMMENDATION AND DIRECTED STAFF TO COMPLETE A COMMERCIAL STUDY, CREATE A NEW DENSITY DESIGNATION FOR 24-35 UNITS PER ACRE, AND INCREASE THE SIZE OF THE MIDTOWN SPECIFIC PLAN.

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.

Towing Contracts City Council directed staff to provide information regarding supporting local towing businesses that do not haul larger vehicles.

Livermore Rotary Club, Council Member Barrientos and Vice Mayor Carling noted their attendance at the Rodeo Parade on June 1, 2024.

9. ADJOURNMENT – at 8:46 pm in memory of Barbara Steer, to a Regular City Council Meeting on Monday, June 24, 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: July 8, 2024

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Adoption of an ordinance revising Municipal Code Chapter 2.68, Contracts and Purchasing, to change contract approval authorities, add department head contract and purchasing responsibilities, add solicitation procedures for professional services contracts, and other miscellaneous revisions.

RECOMMENDED ACTION

Staff recommends the City Council **adopt an ordinance** revising Municipal Code Chapter 2.68, Contracts and Purchasing, to change contract approval authorities, add department head contract and purchasing responsibilities, add solicitation procedures for professional services contracts, and other miscellaneous revisions.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Redlined LMC 2.68
2. Ordinance
3. Exhibit A - LMC 2.68

Prepared by: Tina Olson
Administrative Services Director

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Chapter 2.68
CONTRACTS AND PURCHASING

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Article I. General

2.68.~~010~~100 Purpose and application.

The purpose of this chapter is to:

a. ~~A. Provide for the~~ Clearly define authority ~~of city officers~~for the City's purchasing function and delegate authority to ~~enter into~~persons to sign City contracts ~~and to set forth procedural requirements;~~to procure goods and services, and for public projects;
b. ~~B.~~ Establish efficient procedures ~~for the purchase of supplies, equipment~~to award and sign City contracts to procure goods, general services, and professional services;
c. Establish efficient procedures to award and sign public works contracts for the City;
d. Ensure City contracts for goods, general services, and public projects are awarded at the lowest possible cost commensurate with quality needed~~, to exercise~~;
e. Ensure contracts for qualified professional services are awarded to qualified consultants at the lowest possible cost commensurate with quality needed, and all contracts for professional services are awarded to the consultants best able to provide the needed services at a cost commensurate with the quality needed;
f. Ensure the quality of the goods and services purchased by the City are fit for their intended purpose; and,
g. Exercise positive financial control over ~~purchases, to clearly define authority for the purchasing function, and to assure the quality of purchases. (Reference: Government Code Sections 54201 through 54205.)~~ City procurement contracts.

~~**2.68.020 City Council approval required.**~~

~~City Council approval is required for all contracts unless~~Except as otherwise ~~specified in~~provided herein, this chapter ~~or code~~applies to all City contracts goods, services, and public projects, but it does not apply to other City contracts.

2.68.110 Purchasing policy and implementing procedures.

Other relevant provisions of law or regulation notwithstanding, this chapter establishes the City's purchasing policy. For operational efficiency and effectiveness, the City Manager is directed to prepare administrative regulations to implement the provisions of this chapter in coordination with the Administrative Services Director and the City Attorney, or ~~in another provision~~their respective designees. In the event of a conflict between the administrative regulations and the provisions of this chapter, the provisions of this chapter shall govern. In the event of a conflict between this chapter and a state or federal ~~or state law.~~ law, the provisions of the state or federal law shall govern.

2.68.~~030~~120 General procedural requirements for contracts.

A. All City contracts for goods, services, and public projects shall conform with the procedural requirements set forth in this ~~section unless~~chapter to solicit, award, and sign contracts for the City, except as otherwise specified elsewhere in ~~this chapter or code~~the LMC, or in ~~another provision of federal~~ state or ~~state~~federal law.

~~A.~~ B. The general procedural requirements for all City contracts for goods, services, and public projects are as follows:

1. All City contracts ~~must~~for goods, services, and public projects shall be in writing and ~~be~~shall be awarded as set forth in this chapter and signed in the name of the City~~.~~ by the body or person with the appropriate approval authority. Oral contracts are specifically prohibited and shall not be binding on the City;

~~B. All~~ 2. As applicable, all City contracts for goods, services, and public projects must include appropriate insurance ~~and indemnification~~ provisions ~~and be reviewed~~as required by the City's ~~risk manager.~~Risk Manager or their designee, and indemnity provisions as required by the City Attorney or their designee;

~~C. All contracts must be approved as to form by the City Attorney.~~

~~D.~~ 3. As applicable, all public works contracts must include the appropriate bonds or other security as required by the California Civil Code, the California Public Contracts Code, and other applicable law and regulation for the public work, in the maximum amounts allowed by law, as well as warranty and maintenance bonds specified by the City Manager in the administrative regulations for public projects;

4. All City contracts for goods, services, and public projects must be approved as to form by the City Attorney or their designee, all bonds or security for public projects must be approved as to form by the City Attorney or their designee, and all insurance certificates must be approved as to form by the Risk Manager or their designee;

5. A signed original of each City contract ~~entered into must be~~ for goods, services, and public works shall be filed with the ~~city clerk's office, except for copies~~City Clerk's Office, except for purchase orders that shall be filed in the Administrative Services Department as directed by the Administrative Services Director;

6. For operational efficiency and effectiveness, the City Manager or their designee may, in coordination with the City Attorney and Risk Manager, establish the conditions for the use of purchase orders ~~evidencing the purchase of supplies, equipment or general services which must be filed in the office of the Administrative Services Director.~~ or other efficient forms or methods of procurement in place of, or in addition to, duly signed written contracts, which conditions shall be reflected in the administrative regulations; and,

7. When a City contract for goods, services, or a public project is funded by money the City receives through assistance, contract funding, grant funding, or other governmental sources provided by a county, regional, state, or federal government, then the procurement shall be conducted in accordance with mandatory applicable county, regional, state, and federal laws and regulations.

2.68.~~040~~130 Definitions.

For the purposes of this chapter, the following definitions shall apply:

A. "Administrative Services Director" means the Administrative Services Director of the City ~~or his or her designee, who shall also act as~~who is the City's purchasing agent ~~for the City~~ pursuant to ~~Chapter~~ LMC 2.28 ~~LMC~~.030.

B. "Amendment" means any change to a contract.

C. "Best value" means the best overall value to the City for goods, general services, and qualified professional services contracts based on all factors, including, but not limited to, the following:

1. ~~Cost;~~ Total cost;

2. The ability, capacity, and skill of the consultant, contractor, or vendor to ~~perform the contract or~~ provide the ~~supplies,~~desired goods and services ~~or equipment required~~;

3. The ability of the consultant, contractor, or vendor to provide the ~~supplies,~~desired goods and services~~, or equipment~~ promptly or within the time specified without delay or interference;

4. The character, integrity, reputation, judgment, experience, and efficiency of the consultant, contractor, or vendor;

5. The quality of the ~~contractor's~~consultant, contractor, or vendor's performance on previous purchases or contracts with the City~~; and~~ or requested references;

6. The consultant's demonstrated competence for qualified professional services contracts; and,

7. The ability of the consultant, contractor, or vendor to provide future maintenance, repair, parts, and services for the use of the supplies purchased.

~~C. "Change order" means a change or addendum to an executed contract.~~

~~D.~~ D. "Change order" means an amendment to a public works contract that changes the contract's scope of work to be performed, the amount of time to complete the work, the compensation to be paid for materials, labor, or equipment, and other material terms, conditions, and aspects of work.

E. "Consultant" means the party to a contract who is providing professional services to the City.

F. "Contract" for the purpose of this chapter means any formal written agreement ~~to do a certain thing. "Contract~~between the City and a consultant, contractor, or vendor that creates mutual obligations that are enforceable by law. The basic elements for a contract are mutual assent, a valid offer and acceptance, consideration, capacity, and legality. For the purposes of this chapter, the terms "contract" and "agreement" are synonymous~~. The~~, and the term "contract" includes, but is not limited to, a purchase order ~~or~~, blanket purchase order, ~~a~~ contract for general services, ~~a~~contract for professional services, contract for maintenance, leasing ~~of~~ agreement for personal property or equipment, ~~an addendum or change order, a~~ letter agreement, ~~a~~ memorandum of agreement, and an amendment to any of those documents. The term "contract" does not include memorandums of understanding ~~or memorandum of agreement~~that do not create mutual obligations that are enforceable by law.

~~E.~~ G. "Contractor" means the party to a general services contract who is providing general services to the City, and the party to a public works contract with the City for a public project.

H. "Demonstrated competence" means the ability to apply, and prior experience applying, the knowledge and skills required to perform the critical functions specified in the scope of work for a professional services agreement.

I. "Emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services~~. (Reference:~~ as defined by California Public Contract Code Section ~~1101).~~ 1102, and the conditions defined as an "emergency" in LMC 2.56.020.

~~F.~~ J. "General services" means and includes any work performed or services rendered by an independent contractor, with or without the furnishing of materials, including~~,~~ but not limited to~~,~~ the following, but does not include work on a public project:

1. "Maintenance work" as defined by California Public Contract Code Section 22002, as it may be amended from time to time, which includes all of the following:

   a. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

   b. Minor repainting.

   c. Resurfacing of streets and highways less than one inch.

d. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

e. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

2. Repair, modification, and maintenance of ~~city~~City equipment and ~~software;~~technology products.

3. Cleaning, analysis, testing, moving, removal or disposal (other than by sale) of ~~city supplies and equipment~~City goods;

4. Providing other miscellaneous services to facilitate ~~city~~City operations;

5. Performing repair, demolition, or other work required to abate nuisances ~~under this code~~;

6. Licensing software;

7. Leasing ~~or rental~~ of equipment ~~(~~and personal property~~)~~ for use by the City~~;~~ as set forth in LMC 2.68.600; and,

8. A maintenance agreement for equipment owned or leased by the City~~;~~.

~~9. Sole source services.~~

~~"General services" does not include work defined as a public works contract."~~

~~G.~~ K. "Goods" means and includes all such supplies, materials, equipment, personal property, and other items purchased for the City for its operations, but "goods" does not include items furnished for a public project. The term "goods" also includes equipment and personal property leased by the City as set forth in LMC 2.68.600.

L. "Low bid" means the bid with the lowest compensation amount proposed by a responsive bidder to a contract solicitation.

M. "Lowest responsive and responsible bidder" means the bidder for a public works contract who submits a bid that conforms to the material requirements set forth in the City's solicitation document and who has also demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the work required.

N. "Professional services" means the services of ~~an attorney, engineer, doctor,~~a specially trained and experienced person, firm, or corporation for special services in financial ~~consultant, land surveying consultant, planning, environmental consultant, construction project manager, investment advisor, bank or trustee officer, or other professional or independent contractor.~~, economic, accounting, engineering legal, and administrative matters within the scope of California Government Code Section 37103 as it may be amended from time to time, as well as similar services and other services such as medical services that require special training, experience, and educational certifications. "Professional services" shall also include ~~use~~contracts with providers of temporary personnel services.

~~H.~~ O. "Public ~~works contract" means any city contract for the performance of a "public~~ project" means a public project as defined by California Public Contract Code Sections 20161 and 22002, as ~~they~~those statutes may be amended from time to time~~. "Public project" means any of~~, and includes the following:

1. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

2. Painting or repainting of any publicly owned, leased or operated facility.

3. In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

~~I.~~ P. "Public works contract" means a City contract for a public project.

Q. "Qualified professional services" means architectural, landscape architectural, engineering, land surveying, and construction management services that are covered by California Government Code Section 4525 *et seq.*, as those statutes may be amended from time to time, and that are required to be procured on the basis of demonstrated competence and professional qualifications.

R. "Responsible bidder~~," as used in this chapter,~~" means a bidder for a public works contract who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience~~,~~ to satisfactorily perform the work required.

S. "Responsive bidder" means a bidder for a contract for goods, services, or qualified professional services whose submitted bid conforms to the material requirements set forth in the City's solicitation documents.

T. "Single source" means a consultant, contractor, or vendor of goods or services that are available from more than one source, but there is a compelling and justifiable reason such as product standardization to select a single consultant, contractor, or vendor.

U. "Sole source" means a consultant, contractor, or vendor who, to the best of the City's knowledge based upon thorough research, is the only one capable of providing the City's required goods or services solicited for the City's needs and circumstances.

V. "Technology product" means hardware, software, and communications equipment, as well as related equipment or goods that incorporate any such items.

W. "Vendor" means the party to a contract who is selling goods, or leasing equipment or personal property, to the City.

2.68.140 Purchasing oversight.

The Administrative Services Director shall oversee and facilitate compliance with this chapter and the corresponding administrative regulations, including:

a. Staying informed of current developments in the field of purchasing;
b. Staying informed of the procurement needs in the City's departments;
c. Prescribing and maintaining such forms as are reasonably necessary to the operation of this chapter and the purchasing policy;
d. Recommending updates to this chapter and making revisions to the administrative regulations, as needed;
e. Evaluating and recommending to the appropriate approval authority organization structures in City departments and divisions that optimize the procurement function; and,
f. Coordinating the purchasing of goods and services that will be used by multiple City departments where feasible and practical.

2.68.150 Purchasing responsibilities of Department Heads.

Each Department Head shall be aware of the procurement needs within their respective departments, and shall ensure that all City contracts for goods, services, and public projects for their respective departments are made in compliance with this chapter. The Community Development Director has the additional responsibility for ensuring the City Engineer complies with this chapter for public works contracts. Each Department Head shall ensure the persons preparing contracts for goods and services within their respective departments comply with the following:

a. Prepare solicitation materials, as needed, for each procurement;
b. Make a good faith estimate of the compensation amount for each procurement to determine the appropriate solicitation procedure;
c. Ensure that the proper solicitation procedure is followed based on the estimated compensation amount for the procurement;
d. Evaluate received bids or proposals in accordance with the selection criteria and process described in this chapter and the administrative regulations;
e. Ensure that each contract for goods and services is awarded consistent with the requirements in this chapter and the administrative regulations;
f. Ensure that sufficient funds are appropriated to pay the compensation amount specified in ~~notice inviting bids, including the project~~the contract;
g. Ensure that the consultant, contractor, or vendor selected for the contract award has obtained appropriate insurance certificates with endorsement meeting the contract requirements, as applicable, before the contract is signed for the City, and thereafter maintains appropriate insurance certificates at all times during the term of the agreement;
h. Ensure that the consultant, contractor, or vendor selected for the contract award has obtained an appropriate City business license before the contract is signed for the City, and thereafter maintains an appropriate business license all times during the term of the agreement;
i. Ensure that each contract for goods and services is signed by the consultant, contractor, or vendor before it is signed for the City;
j. Ensure that each contract for goods and services is signed for the City by a person or body with appropriate approval authority based on the contract's compensation amount;
k. Inspect goods, general services, equipment, and personal property delivered to the City to ensure their conformance with the contract specifications~~, prepared for the project bid by the City, to satisfactorily perform the public works contract. (Reference: Public Contract Code Section 1103).~~;

~~J. "Short form contracts" are contracts, not to exceed $1,000, for the performance of short-term (e.g., hourly) services such as, for example, on-site training sessions, book readings, art instruction, artistic rendering or slideshow presentations determined to be of limited risk of liability to the City by the risk manager.~~

~~K. "Supplies and equipment" means and includes all such items purchased on behalf of the City except for supplies or materials finished for a public works project.~~

~~L. "Technology product" means hardware, software, or communications equipment; or related equipment or goods which incorporate any such items.~~

l. Inspect all equipment and personal property leased to the City to ensure it is in a fit and satisfactory condition for the City's use and is free from defect so that it may be safely used for its intended purpose;
m. Monitor the performance of consultant, contractor, or vendor under approved contracts to ensure compliance with contract requirements;
n. Recommend and prepare contract amendments as needed and ensuring that the amendments are approved and signed by a person or body with appropriate approval authority, and that sufficient funds are appropriated to pay for the compensation specified by the amendment;

o. Ensure that due diligence is performed before preparing a written justification for submission to the Administrative Services Director requesting an exception pursuant to LMC 2.68.360(B) to forego an informal solicitation or a competitive purchase process for a sole source or single source contract in accordance with this chapter and the administrative regulations;
p. Take reasonable steps to avoid conflicts of interest in the purchasing process;
q. Keep sufficient records of all departmental contracts and expenditures and ensuring that such records are properly filed and stored in accordance with the City's records retention schedule; and,
r. Submit reports to the Administrative Services Director showing all departmental supplies and equipment that are no longer used or have become obsolete or worn out so that the City Manager or their designee can transfer surplus or unused goods between departments, or sell, exchange, or trade in such supplies and equipment, if desired,

Article II. Contract Approval Authority

2.68.~~060 City Manager authority.~~

~~A. The City Manager is authorized to enter into and sign for and on behalf of the City, without the prior approval of the~~ **200 City Council**~~, general or professional service contracts or contracts for supplies and equipment:~~ **approval required.**

~~1. Which contain maximum compensation up to $100,000. The City Manager may approve a change order or amendment to a general or professional service contract initially approved by the City Manager or the City Council, in an amount not to exceed an additional $100,000. However, amendments to a general or professional service contract initially approved by the City Manager that cumulatively exceed $100,000 must be approved by the City Council; and~~

~~2. For which moneys have been appropriated or will be appropriated at the earliest practicable time but in no event later than the next budget adoption.~~

~~B. In addition to the authority in subsection A of this section, the City Manager is authorized to enter into and execute, for and on behalf of the City, the following contracts:~~

~~1.~~ City Council approval is required for all City contracts for goods, services, and public projects unless otherwise specified in this chapter, the LMC, or in another provision of federal or state law.

2.68.210 Budget appropriation required.

No City contract for goods, services, or public projects shall be awarded or signed for the City unless there exists an underlying and unencumbered budget appropriation in the fiscal year that the contract is awarded and signed. Contracts awarded in a fiscal year that are anticipated to extend into a subsequent fiscal year or years may be awarded by a person for body with the appropriate approval authority for the total compensation amount specified in the contract, but the contract shall be subject to the appropriation requirements specified in this section for subsequent years. Absent an existing unencumbered budget appropriation at the time of contract award, then a supplemental appropriation by the City Council is required before the City contract can be awarded and signed for the City.

2.68.220 Contract approval authorities.

A. General. All City contracts for goods, services, and public projects shall only be awarded and signed by a person or body with the appropriate approval authority for the City as set forth in this subsection 2.68.220 or

as otherwise authorized by City Council resolution. Likewise, all amendments to contracts for goods and services, and all change orders to public works contracts, shall only be signed by a person or body with the appropriate approval authority as set forth herein.

B. Approval Authority. The authority to award, approve, and sign City contracts for goods, services, and public works projects for the City is as follows:

1. City Council. The City Council shall be the contract approval authority to award the following contracts by resolution, and may duly authorize a City officer or employee to sign the contracts for the City after City Council approval:

   a. Contracts for goods and services that have a compensation amount greater than $200,000.

   b. Public works contracts resulting from formal bidding procedures greater than the amount specified in California Public Contract Code Section 22032(c), as set forth in LMC 2.68.540, and change orders to public works contracts consistent with LMC 2.68.590.

2. City Manager. The City Manager shall be the contract approval authority for:

   a. Contracts for goods and services that have a compensation amount up to $200,000, and amendments to contracts for goods and services as set forth in LMC 2.68.230.

   b. Public works contracts for resulting from informal bidding procedures up to the amount specified in California Public Contract Code Section 22032(b), as set forth in LMC 2.68.530, and change orders to public works contracts consistent with LMC 2.68.590.

   c. Goods and services contracts, the cost of which will be fully paid or reimbursed to the City, regardless of the compensation amount.

d. Contracts with public agencies or public utility companies regarding construction ~~or use~~ of public improvements or utility facilities, ~~which require no payment of money by the City in excess of $100,000, or which provide for payment of money to the City under each contract.~~

~~2. Contracts for~~ or for community social or recreational services, or for the use of ~~city~~City property or facilities~~,~~ in accordance with established administrative regulations and guidelines, which require no payment of money by the City in excess of $~~100~~200,000~~,~~ or which provide for payment of money to the City under each contract.

~~3. Contracts for professional services in an amount up to $250,000 if:~~

~~a. A developer has deposited the full amount of the contract into a trust fund account.~~

~~b. The deposited funds are to be used for a city-managed professional services contract, such as an environmental impact report.~~

~~c. For contracts entered into and executed by the City Manager as provided in subsection (B)(3) of this section, alterations, deviations, additions or deletions from the original scope of work for a professional services contract, which are determined by the City to be necessary during the progress of work, shall be documented by a supplemental agreement. The City Manager is authorized to enter into and execute, for~~

~~and on behalf of the City, supplemental agreements for professional service contracts in the amount up to $50,000.~~

~~4. Public works contracts in accordance with the monetary limits for informal bidding set forth in Public Contract Code Section 22032, as it may be amended from time to time.~~

~~C. In an emergency endangering the lives, property or welfare of the people of the City or the property of the City, the City Manager may authorize the expenditure of any unencumbered moneys in the operating stabilization fund balance, notwithstanding the fact that such moneys may not have been appropriated for such purpose, to the extent that other moneys have not been appropriated or are otherwise unavailable therefor.~~

~~D. The City Manager may delegate in writing to any city department head or the Assistant City Manager, the authority to purchase or contract for specified supplies, services, and equipment as long as such purchases or contracts are made in conformity with the procedures established by this chapter.~~

~~**2.68.070**~~ e. The City Manager's authority to enter into contracts and other documents for the City to settle litigation, government claims, and administrative proceedings is set forth in LMC Chapter 3.40.

f. For operational efficiency and effectiveness, the City Manager may:

1. Delegate the approval authorities specified in this subsection to Department Heads as set forth in LMC 2.68.250, which delegations shall be reflected in writing and incorporated into the City Manager's administrative regulations.

2. Approve, or delegate the approval, for the assignment of City contracts by a consultant, contractor, or vendor to a respective successor upon determining that the successor has the qualifications to satisfy the contract's requirements and the successor has been assigned and has assumed all responsibilities in the contract owed to the City. Delegations shall be reflected in writing and incorporated into the City Manager's administrative regulations, and all assignment approvals shall be in writing and retained with the contract.

3. Approve, or delegate the approval, for a consultant, contractor, or vendor's use of subcontractor. Delegations shall be reflected in writing and incorporated into the City Manager's administrative regulations, and all subcontractor approvals shall be in writing and retained with the contract.

3. City Attorney ~~**authority.**~~

~~A.~~ . The City Attorney ~~is authorized to enter into and execute for and on behalf of the City, without the prior approval of the City Council, contracts~~shall be the contract approval authority for:

~~1. Which contain a maximum compensation up to $50,000 or less. As to a change order or amendment, the limit of authority may not exceed an additional $50,000; and~~

~~2. The object or purpose of which is~~a. Contracts for goods and services related to the activities or functions of the office of the City Attorney~~; and~~ that have a compensation amount up to $150,000, and amendments to those contracts consistent with LMC 2.68.230.

~~3. For which moneys have been appropriated and for which there is an unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the contract; and~~

~~4. Which is for consultant or professional services, or for books, periodicals or other legal reference materials.~~

~~B. Additionally, the City Attorney is authorized to enter into and execute for and on behalf of the City, without the prior approval of the City Council, contracts:~~

~~1. Which~~b. Contracts to appoint and retain outside legal counsel to prosecute lawsuits for the City or defend ~~lawsuits against the City.~~

~~2. Which settle claims or litigation against the City for an amount not to exceed $100,000, without prior approval of the City Council. A legal settlement in excess of $10,000 requires the concurrence of the City Manager.~~

~~3. Which~~the City against lawsuits regardless of the compensation amount but subject to budget appropriation. The City Attorney's authority to enter into contracts and other documents for the City to settle ~~workers' compensation claims or~~ litigation, government claims, worker's compensation claims, and administrative proceedings is set forth in LMC Chapter 3.40.

~~4. Which are~~c. Contracts for the City's membership in public agencies organized and operating under California Government Code Section~~-~~ 6507~~-~~ and related provisions of law that authorize the creation and operation of governmental joint powers authorities under California Law to self-insure and pool resources for excess losses, regardless of the compensation amount but subject to budget appropriation.

~~5. Which are to purchase~~d. Contracts for insurance to protect and cover ~~city~~City facilities and operations, and for trust accounts maintained to satisfy the City's trust fund requirements for its excess liability pools, regardless of the compensation amount but subject to budget appropriation.

~~C. The City Attorney may designate in writing any senior assistant City Attorney or assistant City Attorney to purchase or contract for specified supplies, services and equipment as long as such purchases or contracts are made in conformity with the procedures established by this chapter.~~

~~2.68.075 Assistant City Manager authority.~~

~~A. The Assistant City Manager is authorized to enter into and execute for and on behalf of the City, without the prior approval of the City Manager or City Council, a contract for the purchase of general or professional services or contract for supplies and equipment:~~

~~1. Which contains a maximum compensation amount of $50,000. As to a change order or amendment, the limit of authority is 100 percent of the original contract, not to exceed a cumulative additional amount of $50,000; and~~

2. For which moneys have been appropriated and for which there is unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the contract.

B. The Assistant City Manager, with approval of the City Manager, may delegate in writing to any city department head the authority to purchase or contract for specified supplies, services and equipment as long as such purchases or contracts are made in conformity with the procedures established by this chapter.

C. The Assistant City Manager may execute contracts not to exceed $100,000, in the absence of the City Manager.

2.68.080 4. Administrative Services Director **authority.**

A. . The City Administrative Services Director is authorized to enter into and execute for and on behalf of the City, without the prior approval of the City Manager or City Council, a contract for the purchase of general or professional services or contract for supplies and equipmentshall be the contract approval authority for:

1. Which contains a maximum. Contracts for goods and general services that have a compensation amount of $25up to $150,000. As to a change order or , and amendments those contracts consistent with LMC 2.68.230.

b. Contracts for professional services that have a compensation amount up to $100,000, and amendments those contracts consistent with LMC 2.68.230.

2.68.230 Contract amendment, approval authorities.

A. All contract amendments must be in writing, signed by a person or body with the limit of appropriate approval authority is 100 percent of specified in LMC 2.68.220, and properly filed and stored with the original contract, in accordance with the City's records retention schedule. Oral contract amendments are specifically prohibited and shall not be binding on the City.

B. All amendments to contracts for goods and services, and change orders to public works contracts, shall be approved by the City Council or an officer or employee with the appropriate approval authority as set forth in either: (i) LMC 2.68.220 based upon the compensation amount in the amended contract, or at set forth; or, (ii) based upon the authority duly authorized by the City Council by resolution.

2.68.240 Contingency.

To account for unforeseen conditions that may impact the scope of work, pricing offered, quantity of goods or terms in a contract for goods and services, the City Manager has authority for an additional contract contingency amount not to exceed a cumulative additional amount of $25,000; and$20,000, which is in addition to the approval authority set forth in LMC 2.68.220, that may be used in the City Manager's discretion to approve an amendment to a contract for goods and to ensure successful contract completion..

2. For which moneys have been appropriated and for which there is unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the contract.

B. **2.68.250 Delegation of contract approval authorities.**

The contract approval authorities set forth in LMC 2.68.220 may be delegated as follows:

a. The City Manager may delegate contract approval and amendment authority in writing to a Department Head or other City employee if such delegation is deemed necessary for effective procurement. Such

delegated contract approval authority shall not exceed the City Manager's contract approval authority in LMC 2.68.220.

b. The City Attorney may delegate contract approval and amendment authority in writing to other employees in the City Attorney's Office if such delegation is deemed necessary for effective procurement. Such delegated contract approval authority shall not exceed the City Attorney's contract approval authority in LMC 2.68.220. However, the City Attorney may only delegate the authority to review and approve contracts, bonds, or security as to form to attorneys within the City Attorney's Office or otherwise designated by the City Attorney.

c. The Administrative Services Director may delegate contract approval and amendment authority in writing to other employees in the Administrative Service Department if such delegation is deemed necessary for effective procurement. Such delegated contract approval authority shall not exceed the Administrative Services Director's contract approval authority in LMC 2.68.220.

2.68.260 Discretion to not award a contract.

Nothing in this chapter requires the City to award a contract for goods, services, or public works if the person or body with the appropriate approval authority for the contract determines, in that person or body's discretion, that the award of the contract is not in the best interest of the City, and that person or body rejects all bids.

Article III. ~~in writing to any City~~**Solicitation Procedures**

2.68.300 General procedural requirements.

A. Prior to contracting for goods and services, the Department Head or their designee for the initiating department ~~or division head the authority to purchase or contract for specified supplies, services and equipment as long as such purchases or contracts are made in conformity~~shall:

1. Be responsible for conducting solicitations for needed goods or services, except as otherwise specified by the City Manager or Administrative Services Director or as specified in the administrative regulations;

2. Make a reasonable and good faith estimate of the anticipated compensation amount to be paid for the goods and services, which estimate shall be filed in the department's procurement file;

3. Ensure solicitation is conducted in strict accordance with the procedures established ~~by this chapter.~~in this Article III Solicitation Procedures and the administrative regulations;

~~**2.68.090 Public Works Director and Community Development Director authority.**~~

~~A. The Public Works Director and the Community Development Director are each authorized to enter into and sign for and on behalf of the City, without the prior approval of the City Council or the City Manager, a contract:~~

~~1. Which does not exceed $25,000. As to a change order or amendment, the limit of authority is 100 percent of the original contract, not to exceed a cumulative additional amount of $25,000; and~~

~~2. For which moneys have been appropriated and for which there is an unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the contract; and~~

~~3. Which is for general or professional services; or~~

~~4. Which is any one of the following:~~

~~a. Is required as a condition of approval by the City Council or the Planning Commission; or~~

~~b. The consideration to be paid by the City is to be reimbursed in full by an applicant for a land use permit; or~~

~~c. Is between the City and a public utility for work to be done for the City on property that is the direct concern to both the City and the public utility and, in addition, in the Director's opinion, can be best or better performed, or more efficiently or expeditiously performed, or performed with less inconvenience to the public, or be more inexpensively performed, or be more safely performed, by the public utility than by others.~~

~~B. In addition to the authority in subsection A of this section, the Public Works Director and Community Development Director are each authorized to enter into and execute, for and on behalf of the City, a public works contract which does not exceed $25,000.~~

~~C. The Public Works Director or the Community Development Director may delegate in writing to division heads within his or her department the authority to contract for general or professional services.~~

~~2.68.100 Police Chief authority.~~

~~A. The Police Chief is authorized to enter into and execute for and on behalf of the City, without the prior approval of the City Manager or City Council, a contract for the purchase of professional services:~~

~~1. Which contains a maximum compensation amount of $25,000. As to a change order, the limit of authority is 100 percent of the original contract, not to exceed a cumulative additional amount of $25,000; and~~

~~2. For which moneys have been appropriated and for which there is unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the contract.~~

~~B. The Police Chief may delegate in writing to division heads within his or her department the authority to contract for professional services.~~

~~2.68.110 Library Services Director and Innovation and economic development director authority.~~

~~A. The Library Services Director and innovation and economic development director are each authorized to enter into and execute for and on behalf of the City, without the prior approval of the City Manager or City Council, a contract for general or professional services:~~

1. Which contains a maximum compensation amount of $25,000. As to a change order or amendment, the limit of authority is 100 percent of the original contract, not to exceed a cumulative additional amount of $25,000; and

2. For which moneys have been appropriated and for which there is unexpended and unencumbered balance of such appropriation sufficient to pay the expense of the contract.

B. The Library Services Director or innovation and economic development director may delegate in writing to division heads within his or her department the authority to contract for general or professional services.

Article III. Supplies, Equipment and General Services

2.68.340 Short form contracts.

Department heads or their designees are authorized to enter into short form contracts in an amount not to exceed $1,000.

2.68.350 Purchase of general services, sole source services or equipment, or supplies and equipment for $4. Ensure all solicitations are in writing. Oral quotes, bids, or proposals shall not be accepted;

5**,000 or less.**

For purchases of general services or supplies and equipment for $5,000 or less, additional purchasing procedures shall be established by an administrative regulation of the City Manager.

2.68.360 Purchases of general services or supplies and equipment for more than $5,000 and up to $50,000,

A. Quotation Requirement. The purchase of supplies, equipment and general services in an amount that is greater than $5,000 but less than $50,000 may be made . Ensure the documents and instructions to be used for soliciting bids, proposals, or price quotations shall be those provided and required by the Administrative Services Director in the open market, following the procedure prescribed in this article.;

1. Minimum Number of Quotations. Open-market purchases shall, whenever possible, be based on at least three quotations.

2. Notice Inviting Quotations. The6. If submitted bids or proposals exceed the compensation amounts for the solicitation procedures used for the contract, conducting a new solicitation if directed by the City Manager or Administrative Services Director; and,

7. Ensuring procurements are not split or separated into smaller components for the purpose of circumventing the solicitation or contract approval requirements specified in this chapter.

B. No consultant, contractor, or vendor who assisted the City's decision to identify the goods or services to be procured, and no consultant, contractor, or vendor who assisted the City with the preparation of the solicitation, shall submit a bid, proposal, or quotation for the goods or services to be procured.

C. All potential consultant, contractor, or vendors shall avoid any behavior that might influence any elected or appointed officials to interfere with a solicitation, and they shall limit their communications with the City of Livermore to the person responsible for conducting that solicitation and the Administrative Services Director. Undue influence on a solicitation may result in the consultant, contractor, or vendor being disqualified from participating in a solicitation as set forth in the administrative regulations.

D. The solicitation procedures in this Article III shall be followed for contracts for goods and services, and the solicitation procedures in Article V shall be followed for public works contracts for public projects.

2.68.310 Contracts for goods and services up to $10,000.

A solicitation process is not required for City contracts to procure goods and services that have compensation amounts that do not exceed $10,000. These contracts may be negotiated in the open market as specified in the administrative regulations and awarded by the person or body with the appropriate approval authority. However, nothing shall preclude City staff members from conducting price comparisons, utilizing the informal procedures, or the competitive bidding procedures based upon the City's needs and circumstances to ensure the best overall value is obtained.

2.68.320 Contracts for goods and general services greater than $10,000 and up to $100,000 (informal solicitation).

An informal solicitation process is required for City contracts to procure goods and general services that have a compensation amount greater than $10,000 and that do not exceed $100,000. The informal solicitation process shall comply with the procedures specified in this subsection and the administrative regulations as follows:

a. Notice inviting quotations. The department representative shall invite quotations by written request (including facsimile or electronic mail) or telephone to prospective vendors. The administrative regulations may allow for the use of catalogs to obtain price quotes for the purposes of this subsection.

~~3.~~ b. Quotations. ~~Quotations~~ Written quotations shall be submitted to the ~~Administrative Services Director (or his or her designee),~~department representative, who shall keep a record of all open~~-~~ market ~~orders and~~ quotes for a period of one year after the submission of quotes~~ or placing of orders.~~. This record is open to public inspection. ~~For a purchase of up to $15,000, the quotations may be verbal or written. For a purchase in an amount between $15,000 and $50,000, the~~ All quotations ~~shall be written (including facsimile and electronic mail).~~must be in writing.

~~4.~~ c. Minimum number of quotations. The award of contracts using the informal solicitation process shall, whenever possible, be based on the solicitation of at least three written quotations.

d. No ~~Responsive Quotations~~responsive quotations. If no quotations, or no responsive quotations, are received after ~~inviting quotations under this section~~informal solicitation, the Administrative Services Director or City Manager may proceed to ~~hire or have services performed or purchase~~negotiate the ~~supplies~~ contract for the goods and services in the open market using the process set forth in LMC 2.68.310.

~~5. Award of Contract. The Administrative Services Director, or other department head if within his or her authority, is authorized to award a contract for $25,000 or less when the City Council has budgeted funds for the item(s) and the amount of the award is not more than the quoted amount.~~e. Basis for award. Under this ~~section~~subsection, a contract ~~shall~~may be awarded ~~to the quotation representing the~~ on either a best value ~~as defined in LMC 2.68.040.~~or low bid basis, as determined by the Administrative Services Director or their

designee prior to soliciting informal bids or proposals. The basis upon which the award is made shall be ~~in writing.~~

~~B. Exceptions. The quotation procedure under this section may be dispensed with:~~

~~1. In an emergency as defined in LMC 2.68.040;~~

~~2. Where it is determined that supplies and equipment are unique or available only from~~ included in the solicitation document, if one ~~source, so that the quotation procedure required by this section would be meaningless. The basis upon which this determination is made shall be~~ is used, or otherwise communicated in writing~~;~~ to prospective bidders in the same manner as the solicitation.

~~3. Where supplies and equipment are purchased through a cooperative purchasing arrangement pursuant to LMC 2.68.390;~~

~~4. Where supplies and equipment are purchased through competitive or noncompetitive negotiations pursuant to LMC 2.68.380.~~

~~2.68.370 Purchase of general services or supplies and equipment for more than $50,000,.~~

~~A. Bidding Requirement. The Administrative Services Director shall purchase supplies, equipment~~f. Award of contract and appropriation. The contract shall be awarded by the person or body with the appropriate approval authority to sign the contact for the City as set forth in LMC 2.68.210 based upon the contract's compensation amount, provided that the City Council has budgeted funds for the contract.

g. Payment and Performance Bonds. The Administrative Services Director has the authority to require a payment bond, a performance bond, or both, for a City contract, in such amount as is reasonably necessary to protect the best interests of the City. If the Administrative Services Director requires such bonding, the form and amount of the bond(s) shall be described in the notice inviting bids, and the form for each bond must be approved as to form by the City Attorney

2.68.330 Contracts for goods and general services greater than $100,000 (competitive bidding).

A. A competitive bidding process is required for City contracts to procure goods and general services ~~of a value~~with compensation amounts greater than $~~50~~100,000 ~~following the formal bid procedure prescribed~~. The competitive solicitation process shall comply with the procedures specified in this ~~section.~~subsection and the administrative regulations as follows:

1. Notice Inviting Bids. The notice inviting bids shall include a ~~general~~ description of the ~~articles~~goods or general services to be purchased, and shall state where bid forms and specifications may be secured, and the final time and place for submitting bids.

a. Published Notice. The notice inviting bids shall be published at least 10 business days before the date of opening of the bids. Notice shall be published at least once in a newspaper of general circulation, printed and published locally. In addition, notice inviting bids may also be published electronically.

b. ~~Bidders'~~ Bidder's List. The Administrative Services Director may require a bidder's list for competitive bidding, which requirements shall be specified in the Administrative Regulations for this Chapter. If a bidder's list is required, then the notice inviting bids shall also solicit sealed bids from

responsible prospective ~~suppliers~~consultants, contractors, or vendors whose names are on the ~~bidders'~~bidder's list.

2. ~~Bidders'~~ Bidder's Security. When deemed necessary, the Administrative Services Director shall require ~~bidders'~~bidder security~~. Bidders~~ as specified in the administrative regulations. The administrative regulations shall provide that bidders are entitled to the return of bid security upon execution of the contract or upon the ~~readvertisement for~~City's republishing of a notice inviting bids~~;~~, provided~~,~~ that a successful bidder forfeits his bid security upon refusal or failure to execute the contract within 10 business days after the notice of award of contract has been mailed, unless the City is responsible for the delay.

3. Bid Opening Procedure. Bidders shall submit sealed bids to the Administrative Services Director~~,~~ and shall identify them as bids on the envelope as specified in the administrative regulations. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.

4. Rejection of Bids. ~~In their discretion~~If it is determined to be in the best interest of the City, the City Manager or City Council may reject any and all bids presented~~, and may readvertise for~~. The City Manager or their designee shall have the authority to reject bids or proposals up to $200,000. Bids or proposals exceeding $200,000 shall be rejected by the City Council unless such authority is delegated to the City Manager.

5. No Responsive Bid. If no bid, or no responsive bid, is received after inviting bids under this section, the Administrative Services Director or City Manager may proceed to ~~hire or have~~negotiate a contract for the goods and services ~~performed or purchase the supplies~~ in the open market using the process set forth in LMC 2.68.310.

~~6. Award of Contract. The City Manager shall award a contract for the purchase of supplies, equipment or general services of a value of $100,000 or less. The City Council shall award a contract for the purchase of supplies or equipment or general services of a value greater than $100,000. Under this section, a contract shall be awarded to the bid representing the best value as defined in LMC 2.68.040. The basis upon which the award is made shall be in writing.~~

6. Award of Contract. The person or body with the appropriate approval authority corresponding to the amount of the contract to be awarded pursuant to this subsection shall also be the person or body with the authority to award the contract, provided that the City Council has budgeted funds for the contract. In the absence of a budget appropriation, a supplemental appropriation pursuant to LMC 2.68.210 is required before the contract can be awarded. Under this subsection, a contract may be awarded on either a best value or low bid basis, as determined by the City Manager or their designee prior to issuance of the solicitation. The basis upon which the award will be made shall be included in the solicitation document.

7. Payment and/or Performance Bonds. The Administrative Services Director has the authority to require a payment and/or performance bond before entering a contract, in such amount as is reasonably necessary to protect the best interests of the City. If the Administrative Services Director requires ~~a performance bond~~such bonding, the form and amount of the bond(s) shall be described in the notice inviting bids, and ~~subject~~the bond must be approved as to ~~approval~~form by the City Attorney.

B. ~~Exceptions.~~ The ~~bidding procedure under this section may be dispensed~~person or body with~~:~~

~~1. In an emergency as defined in LMC 2.68.040;~~

2. Where it is determined that the suppliesappropriate approval authority to award and equipment are unique or available only from one source, so that sign the bidding required by this section would be meaningless. The basis upon which this determination is made shall be in writing;

3. Where supplies and equipment are purchased through a cooperative purchasing arrangement pursuant to LMC 2.68.390;

4. Where supplies and equipment are purchased through competitive or noncompetitive negotiations pursuant to LMC 2.68.380;

5. If there is nocontract for the City may, in their discretion, waive inconsequential bid irregularities that do not give a bidder an unfair competitive advantage to be gained by soliciting bids (for example, where it is determined that the supplies and equipment are unique or available only from one source), the bidding requirement required by this section would be meaningless. The basis upon which this determination is made shall be in writing by a department head and directed to the City Managerover any other bidder.

C. It is unlawful to split into smaller orders the purchase of supplies, equipment or general services for the purpose of evading the competitive bidding provisions of this section.

2.68.380 Negotiated purchases.

A. Applicability. A purchase may be had by negotiations when the purchase is for:

1. A technology product, as defined in LMC 2.68.040;

2. An addition to, or repair or maintenance of, existing equipment which can be more efficiently added to, repaired or maintained by a particular company or manufacturer;

3. Equipment which must be compatible with existing equipment, by reason of the training of the personnel or an inventory of existing replacement parts kept by the City;

4. Public art (which may or may not also fall within the “sole source” exception);

The affected department head shall state in writing the basis for a determination that this section applies. Before any purchase is made, that determination and the method of negotiation (competitive or noncompetitive) must first be approved by (1) the City Manager, when the purchase involves $25,000 or more, or (2) the Administrative Services Director, when the purchase involves less than $25,000.

B. Method of Negotiation. When a negotiated purchase is approved under subsection A of this section, the purchase may be made by either (1) competitive negotiation following a request for proposals or (2) noncompetitive negotiation.

C. Competitive Negotiation Following a Request for Proposals.

~~1.~~ **2.68.340 Contracts for professional services.**

A. Contracts for professional services shall be solicited for award on the basis of demonstrated competence and the qualifications necessary for the satisfactory performance of the services, as determined by a consideration of the following criteria:

1. A compensation amount that is fair, reasonable, and competitive;

2. The quality of the services offered;

3. The consultant's ability, capacity, and skill to provide the services promptly, within the time specified, within budget, and without delay or interference;

4. The credentials and licenses of the person or business, if required;

5. The consultant's character, integrity, reputation, judgment, training, experience, and efficiency;

6. The consultant's knowledge of local conditions;

7. The consultant's previous history of working on related projects or issues for the city, where such previous experience will allow the services to be performed more efficiently and will require less time spent on preparation and background research;

8. The sufficiency of the consultant's financial capacity and other resources; and

9. The consultant's ability to provide such future service as may be needed.

B. Contracts for qualified professional services shall be solicited for award using either the informal solicitation process set forth in LMC 2.68.320 or the competitive bidding process set forth in LMC 2.68.330 based upon the compensation amount in the contract, and as required by applicable state and federal law, best value solicitations for architectural and engineering (A&E) services shall use a qualifications based selection (QBS) process where qualified professional service providers are evaluated and ranked based on demonstrated competence before compensation is considered.

C. The person or body with the appropriate approval authority corresponding to the amount of the contract to be awarded pursuant to this subsection shall also be the person or body with the authority to award the professional services contract or qualified professional services contract, provided that the City Council has budgeted funds for the contract. In the absence of a budget appropriation, a supplemental appropriation pursuant to LMC 2.68.210 is required before the contract can be awarded.

2.68.350 Competitive negotiation following a request for proposals.

A. Competitive negotiation for City purchase contracts may be used in situations where goods and/or services cannot be exactly defined/specified or where solutions are sought such as consulting studies or software systems that require a qualitative evaluation process.

B. The process for competitive negotiation of contracts shall comply with the following as implemented in the administrative regulations:

1. Request for Proposals. Under this method, proposals are requested from a number of sources and the request for proposals is publicized. The request for proposals must identify ~~all~~ the ~~significant evaluation factors~~criteria upon which the offerors' proposals will be evaluated, including price or cost as applicable, and ~~their~~the relative importance of each criterion. Proposals must be solicited from an adequate number of qualified sources to permit reasonable competition.

2. Receipt of Proposals. Sealed proposals must be submitted by offerors by the date and time specified on the prescribed forms and shall be identified by the request-for-proposal number.

3. Evaluation of Proposals. Submitted proposals shall be evaluated in accordance with the evaluation criteria and process identified in the solicitation document, which may include evaluation of the written submittals; interviews, presentations and/or product demonstrations as applicable; reference checks; and other factors as necessary to determine a rank order of proposals.

4. Negotiation. The most qualified and responsive offeror will be selected for contract negotiation. If agreement cannot be reached with the first choice offeror, the second choice offeror (and then the third, and so on) will be contacted, with the first choice offeror (or other offerors, in order) dismissed from further consideration for that particular contract. All elements of the negotiation process shall be documented by the negotiating department and submitted to the Administrative Services Director. Responsible offerors shall be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals as necessary to meet the City's requirements.

4. Award and Notification. An award may be made to the responsible offeror whose proposal will be the best value to the City, as defined in LMC 2.68.040. All offerors participating in the process shall be notified in writing on the terms and conditions of the successful award.

D. Noncompetitive Negotiations. When there is only one source, purchase can be made through solicitation and negotiation directly with that source. The affected department head shall state in writing the basis for the determination that this subsection applies, and before any purchase is made, that determination must be approved in writing by the City Manager (for $25,000 or more) or the Administrative Services Director (for less than $25,000).

2.68.390 Purchases of supplies and equipment through cooperate purchasing arrangements.

The Administrative Services Director may purchase supplies and equipment without complying with the quotation or bidding requirements of this chapter, if such purchases are based on an agreement or cooperative purchasing program entered into by any of the following public agencies, regardless of whether the City is a named party to the agreement or an actual participant in such a program:

A. 5. Award of Contract. The person or body with the appropriate approval authority corresponding to the amount of the contract to be awarded pursuant to this subsection shall also be the person or body with the authority to award the contract, provided that the City Council has budgeted funds for the contract. In the absence of a budget appropriation, a supplemental appropriation pursuant to LMC 2.68.210 is required before the contract can be awarded. Under this subsection, a contract may be awarded on either a best value or low bid basis, as determined by the City Manager or their designee prior to issuance of the solicitation. The basis upon which the award will be made shall be included in the solicitation document.

2.68.360 Exceptions to, and exemptions from, solicitation procedures.

A. Certain contracts for goods and services may not be adapted to award by either informal or competitive solicitation, but they may only be excepted or exempted from those processes as prescribed in this subsection.

B. Contracts for the following are exempted from the informal solicitation and competitive purchase processes:

1. Emergency procurements awarded as set forth in LMC 2.68.400 and 2.68.410;

2. Bonds;

3. Insurance;

4. Legal services;

5. Membership dues, conventions, training, and travel arrangements; and,

6. Advertisements in magazines, newspapers, or other media.

C. Contracts for the following are examples of that are eligible for an exception to forego an informal solicitation or competitive purchase processes with the Administrative Services Director's approval as set forth in LMC 2.68.360(D):

1. Sole source procurements that can only be obtained from one consultant, contractor, or vendor due to the proprietary, specialized, or unique character of the required goods or services;

2. Single source procurements that may be available from more than one source, but there is a compelling and justifiable reason such as product standardization to procure the required goods or services from a particular consultant, contractor, or vendor;

3. Contracts awarded in conjunction with cooperative purchasing programs, as set forth in LMC 2.68.370;

4. Equipment that must be compatible with existing equipment

5. Lobbying services;

6. Procurements funded by grants, donations or gifts when associated special conditions require the purchase of particular goods and/or services;

7. Works of art, entertainment, or performance;

8. Surplus personal property owned by another governmental, public, or quasi-public entity; and,

9. Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such a situation the City Manager may proceed to have the services performed or the goods procured without further competitive bidding.

D. Exceptions, but not exemptions, from the informal solicitation or competitive purchase process, are subject to review and approval by the Administrative Services Director as follows:

1. The person initiating the procurement must prepare a written justification to the Administrative Services Director or their designee to request an exception that sets forth the compelling reasons to justify the request and describe the due diligence and research performed that support an exception determination; and,

2. The Administrative Service's Director or their designee may, in their discretion, approve a request for exception upon finding that there is no competitive advantage to be gained from soliciting bids. The Administrative Regulations shall specify the factors that the Administrative Services Director or their designee must consider when exercising the discretion authorized in this section.

E. The person responsible for conducting a procurement for an exempt contract or a contract approved for exception by the Administrative Services Director pursuant to this section shall conduct negotiations, as

appropriate, as to price, delivery and terms and may require the submission of cost or pricing data in connection with the award of a contract which does not require a competitive solicitation.

F. Notwithstanding the exemptions and exceptions in this section, nothing shall preclude informal solicitation or competitive bidding when determined to be in the best interest of the City or when required by law.

2.68.370 Contracts for goods and services procured through cooperative purchasing arrangements.

A. The Administrative Services Director or their designee may initiate City contracts for goods and services without conducting an informal solicitation or competitive bidding, when then procurement is based on the following cooperative purchasing arrangements or programs:

1. The California Multiple Award Schedules (CMAS~~), the California Communities Purchasing Program, the Western States Contracting Alliance ("WSCA"), The Cooperative Purchasing Network ("TCPN"), the National Joint Powers Alliance, the County of Alameda, the County of Contra Costa;~~

~~B. The U.S. Communities Government Purchasing Alliance or the~~) and Federal General Services Administration (GSA ~~Contracts~~) contracts.

~~C.~~ 2. Where a consultant, contractor, or vendor was awarded a contract by another public agency; said agency used solicitation procedures substantially similar to those that the City would have been required to use, the initial awarding public agency agrees to the purchase, and the initial contract was awarded within a reasonable timeframe relative to the City's purchase.

3. Any other public, nonprofit or for profit cooperative purchasing programs or consortiums, provided ~~the City's~~:

a. The Administrative Services Director ~~(~~or ~~his or her~~their designee~~)~~ approves of such participation in writing or if the underlying purchase was made using quotation or bid procedure at least as restrictive as the City's~~.~~;

b. The City is a registered member of the cooperative; and,

c. A membership fee is not required.

B. In all such cases, the ~~supplies and equipment~~goods or services purchased must be the same or substantially similar and be offered at the same price as the supplies and equipment subject to the agreement or program, except that ~~(~~:

1~~) up~~. Up to 10 percent variation is allowed for ~~customizing~~ensuring the ~~order~~required goods or ~~for desirable options, (~~services meet City requirements;

2~~) a~~. A cost of living adjustment (using San Francisco-Oakland-San Jose Consumer Price Index – Urban, All Items) can be ~~added for up to three years, and (3) the City Manager's written approval is required for any extensions of contracts for supplies and equipment obtained through a cooperative purchasing program, provided such extensions do not exceed three years.~~ included for the contract duration if approved by the appropriate contract award authority; and,

3. Any contract extensions beyond the initially-awarded term are approved by the appropriate award authority.

C. The City contract for goods and services solicited through a cooperative purchasing arrangement or program shall:

1. Adhere to the general procedural requirements in LMC 2.68.120 to the greatest extent possible, and shall include language to ensure the City receives the rights and benefits conferred upon the initial awarding agency; and

2. Be awarded and signed by the body or person with the appropriate approval authority.

Article IV. Emergency Contract Approval Authority and Procedures

2.68.400 ~~Equipment leasing~~Emergency procurement authority.

~~A. Leasing of purchasable or nonpurchasable equipment shall be in accordance with LMC 2.68.350, 2.68.360 or 2.68.370, depending upon the cost of an annual lease.~~

~~B. Each contract for the leasing or rental of equipment for the City shall contain a provision permitting the City to terminate the contract at the end of any fiscal year during the term of the contract upon not less than 30 days' written notice to the other party.~~

~~2.68.410 Inspection and testing.~~

A. Authority. The City Manager and Administrative Service Director, and their respective designees, are the contract approval authorities for City contracts for goods, services, and public projects awarded to expeditiously respond to conditions caused by the existence of a local emergency regardless of amount but subject the procedures in LMC 2.68.410.

B. Ratification by City Council. Upon exercise of the emergency procurement authority authorized by this section for a contract for goods and services, or for a public works contracts, with a compensation amount greater than $200,000, the City Manager shall make a full and complete report to the City Council at a noticed meeting as soon as practicable. Upon receipt of the report, the City Council shall ratify the contract upon determining it was awarded in response to a local emergency and shall also act on a public works contract as required by California Public Contract Code section 21068 and 22050, as applicable.

2.68.410 Emergency procurement procedures.

A. City contracts for goods, services, and public projects to expeditiously respond to conditions caused by the existence of a local emergency do not need to comply with the informal solicitation or competitive bidding requirements set forth in this chapter, but shall comply with the following procedures:

1. The scope of the contract is limited to good and services, and public contracts, necessary to respond to the conditions caused by the local emergency;

2. To the extent practical under the circumstances, the contract shall be solicited, negotiated, and awarded:

   a. Consistent with the solicitation procedures for goods and services set forth in Article III of this chapter; and,

   b. Consistent with federal and state procurement standards to preserve the opportunity to obtain disaster reimbursement;

3. The Administrative Services Director, or ~~his or her~~their designee, ~~may inspect supplies, equipment and general services delivered, and determine their conformance with the specifications set forth in the order or~~

~~contract. The~~ shall submit a written report of the emergency procurement to the City Manager, including a description of the local emergency and the basis for selection of the particular contractor; and,

4. For a local emergency proclaimed pursuant to LMC 2.56.060, a copy of all emergency contracts awarded and the Administrative Services ~~Director has the authority to require chemical and physical tests of samples submitted with bids, and samples of deliveries which are necessary to determine their quality and conformance with specifications.~~ Director's emergency procurement report shall also be filed in the emergency operations center and attached to the City Manager's report to the City Council required by LMC 2.68.400.B, and the original shall be properly filed and stored with the contract in accordance with the City's records retention schedule.

~~2.68.0420 Purchases of supplies and equipment through cooperative purchasing arrangements.~~

~~*Repealed by Ord. 1637.*~~

~~2.68.430 Surplus supplies and equipment.~~

~~Each department shall submit to the Administrative Services Director, at such times and in such forms as the Director prescribes, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Administrative Services Director has the authority to sell or otherwise dispose of all supplies and equipment which cannot be used by any department or which have become unsuitable for city use, or to exchange the same for or trade the same in on new supplies and equipment.~~

~~The Administrative Services Director, or his or her designee, may surplus the service weapons of employees of the Livermore police department upon an employee's retirement from service with the Livermore police department.~~

~~The Administrative Services Director, or his or her designee, may surplus the badges of employees of the Livermore police department upon an employee's retirement from service with the Livermore police department, upon an employee being promoted to a higher classification within the department, or for employees who resign in good standing with a minimum of 10 years of service with the Livermore police department.~~

~~City Manager approval is needed for disposition of supplies and/or equipment when the total estimated value exceeds $5,000. Disposition may include abandonment, destruction or donation to public bodies, charitable, civic or nonprofit organizations and may include city property which has no commercial value or for which the estimated cost of continued care, handling, maintenance or storage would exceed the estimated proceeds of sale. Sales procedures may include negotiated sales, acceptance of sealed bids or public auction. Services of a paid auctioneer may be used, as appropriate. The Administrative Services Director also has the authority to make transfers between departments of any usable surplus supplies or equipment and which are $5,000 or less in value.~~

B. City contracts for public projects to expeditiously respond to conditions caused by the existence of a local emergency shall also comply with emergency contracting procedures set forth in California Public Contract Code section 21068, 22025, and 22050, as applicable.

Article V.~~Article IV.~~ Public Projects

2.68.500 Public project contracting procedures.

The City shall follow the contracting procedures set forth in Article 3 of the Uniform Public Construction Cost Accounting Act as set forth in California Public Contract Code Section 22030 et seq., referred to as the "Act" for the purposes of this article. The City shall procure public projects by force account, negotiated contract, purchase order, informal bidding or formal bidding as required in accordance with the applicable dollar amount

limitations under Section 22032 of the Act, as it may be amended from time to time. The City Manager shall be authorized to establish and implement administrative regulations, policies, and procedures consistent with the Act and this chapter. At the appropriate time each year, the Administrative Services Director or their designee shall prepare a notice of the contract amounts for the informal bidding and formal bidding requirements set forth in LMC 2.68.530 and LMC 2.68.540, and the contract approval and rejection authorities set forth in LMC 2.68.570 and 2.68.580.

2.~~65~~68.510 Bid splitting prohibited.

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.

2.68.520 Contractors list.

A list of contractors shall be developed and maintained in accordance with the provisions of the Act and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission, referred to as "the Commission" for the purposes of this article.

2.68.530 Informal bidding – Notice.

A. Where a public project to be performed is subject to the informal bidding provisions of the Act and this chapter, a notice inviting informal bids shall be delivered by mail, fax, or electronic mail to all contractors for the category of work to be bid, as shown on the list developed in accordance with LMC 2.68.520 and/or may be delivered to all construction trade journals as specified by the Commission in accordance with the Act. Delivery of notices to contractors pursuant to this section shall be completed not less than 10 calendar days before bids are due. Additional contractors and/or construction trade journals may be notified at the discretion of the City; provided, however:

1. If there is no list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids shall be sent to only the construction trade journals specified by the Commission.

2. If the product or service is such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

B. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project~~,~~ and state the time and place for the submission of bids.

2.68.540 Formal bidding – Notice.

When a public project to be performed requires formal bidding, notice of such project shall be given as follows unless an exception to competitive bidding applies:

a. ~~A.~~ The notice shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.
b. ~~B.~~ The notice shall be published at least 14 calendar days before the date of opening of the bids in a newspaper of general circulation, printed and published in the City; or if there is no newspaper printed and published within the jurisdiction of the City, in a newspaper of general circulation which is circulated within the City; or if there is no newspaper which is circulated within the jurisdiction of the City, publication shall be by posting the notice in at least three places within the jurisdiction of the City as have been designated by ordinance or regulation of the City for the posting of its notices.
c. ~~C.~~ The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified by the Commission. The notice shall be sent at least 15 calendar days before the date of opening the bids.

2.68.550 Exceptions.

Bidding required by LMC 2.68.540 may be dispensed with:

a. A. In an emergency as defined by LMC 2.68.040 130 pursuant to the procedures contained in the California Public Contract Code;
b. B. Design-build contracts, provided they are consistent with the requirement of the California Public Contract Code; or
c. C. If there is no competitive advantage to be gained by inviting bids (for example, where it is determined that the supplies and equipment are unique or available only from one source, and where the low bid benefits are otherwise satisfied by the Act), so that the bidding requirement required by this section would be meaningless. The basis upon which this determination is made shall be made by the City Council upon recommendation by the city engineer.

2.68.560 ~~Modification of public works contracts.~~

~~Alterations, deviations, additions, or deletions from the original scope of work for public works projects which are determined by the City to be necessary during the progress of work shall be documented by written change orders or amendments.~~

~~A. The Community Development Director, Public Works Director, and city engineer, or their designee, may authorize change orders or amendments up to a cumulative amount not exceeding $25,000.~~

~~B. The City Manager may authorize change orders or amendments up to a cumulative amount not exceeding $50,000 or 10 percent of the overall contract price, whichever is greater.~~

~~C. The cost of each change order or amendment shall be determined by a fair and reasonable valuation, agreed to in writing by the Community Development Director or Public Works Director or designees and an authorized representative of the contractor, and shall be added to or deducted from the contract price.~~

~~2.65.570~~ Contracts for maintenance and other work.

Contracts for maintenance, as defined by California Public Contract Code Section 22002 and LMC 2.68.040(F130(J)(1), and for any other work which does not fall within that section's definition of public projects, may be bid pursuant to the informal bidding procedures in LMC 2.68.530 and the formal bidding procedures in LMC 2.68.540.

2.68.580570 Award of public works contracts.

A. The City Manager is authorized to award public works contracts in accordance with the monetary limits for negotiated contracts or purchase orders as set forth in the Act, as now existing or hereafter amended.

B. The City Manager is authorized to award public works contracts in accordance with monetary limits for informal procedures as set forth in the Act, as now existing or hereafter amended, and this chapter to the lowest, responsive, and responsible bidder. If all bids are received in excess of the City Manager's monetary authority, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract, subject to monetary limits set forth in the Act for informal bidding, as now existing or hereafter amended, if the City Council determines the cost estimate of the public agency was reasonable.

C. Contracts subject to formal bidding under the Act shall be awarded, if at all, by the City Council to the lowest~~,~~ responsive~~,~~ and responsible bidder.

2.68.~~590~~580 Rejection of bids.

The City Manager or the City Council, as the case may be, may in ~~the City Manager's or City Council's~~their discretion, reject ~~all~~any bids received and proceed as authorized by the Act. The City Manager may reject any bids that do not exceed the threshold for informal bids as specified in Public Contract Code Section 22032(b); bids exceeding this amount shall be rejected by the City Council unless otherwise delegated.

~~2.68.600~~2.68.590 Change orders to public works contracts.

A. Change orders to a public works contract that amend the original scope of work as determined to be necessary by the City during the progress of work shall be documented in writing.

B. The City Manager or their designee may authorize change orders up to a cumulative amount not exceeding $200,000 or 10 percent of the overall contract price, whichever is greater. All other change orders must be approved by the City Council.

C. The cost of each change order shall be determined by a fair and reasonable valuation, agreed to in writing by the City Manager, or their designee, and an authorized representative of the contractor, and shall be added to or deducted from the compensation amount in the public works contract.

2.68.595 Approval of plans, specifications, and designs.

In accordance with ~~Government~~California Public Contract Code Section ~~830.6~~ 22039, as it may be amended from time to time, the City Council hereby delegates authority to the ~~city engineer~~City Engineer, or their designee, to approve plans, specifications and designs and all amendments and addenda thereto, field changes through the change order process and/or approval of as-built plans for all ~~city~~City public works contracts.

Article VI. Additional Requirements

2.68.600 Leasing of equipment and personal property.

Leasing of purchasable or non-purchasable equipment and personal property shall follow the solicitation, award, and contract signing procedures set forth in this chapter based upon the compensation amount for the contract. Each contract for the leasing of equipment and personal property shall contain a provision permitting the City to terminate the contract at the end of any fiscal year during the contract term of the contract upon not less than 30 days' written notice to the other party. Leases for equipment and personal property that use a vendor's forms shall conform to general requirements in LMC 2.68.120 to the maximum extent possible.

2.68.610 Inspection and testing.

A. The Department Head or their designee shall inspect supplies, equipment, personal property, and general services delivered, and determine their conformance with the specifications set forth in the order or contract.

B. The Department Head or their designee shall inspect all equipment and personal property leased to the City to ensure it is in a fit and satisfactory condition for the City's use and is free from defect so that it may be safely used for its intended purpose.

C. The Department Head has the authority to require chemical and physical tests of samples submitted with bids, and samples of deliveries which are necessary to determine their quality and conformance with specifications.

2.68.620 Surplus supplies and equipment.

A. Each department shall submit to the Administrative Services Director, at such times and in such forms as the Director prescribes, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Administrative Services Director has the authority to sell or otherwise dispose of all supplies and equipment which cannot be used by any department or which have become unsuitable for city use, or to exchange the same for or trade the same in on new supplies and equipment.

B. The Administrative Services Director or their designee may surplus the service weapons of employees of the Livermore police department upon an employee's retirement from service with the Livermore police department.

C. The Administrative Services Director or their designee may surplus the badges of employees of the Livermore police department upon an employee's retirement from service with the Livermore police department, upon an employee being promoted to a higher classification within the department, or for employees who resign in good standing with a minimum of 10 years of service with the Livermore police department.

D. The Administrative Services Director or their designee may surplus Livermore police department service animals upon an animal's retirement from service with the Livermore police department, to the employee handler or otherwise.

E. City Council approval is needed for disposition of supplies and/or equipment when the total estimated value exceeds $200,000. Disposition may include abandonment, destruction or donation to public bodies, charitable, civic or nonprofit organizations and may include city property which has no commercial value or for which the estimated cost of continued care, handling, maintenance or storage would exceed the estimated proceeds of sale. Sales procedures may include negotiated sales, acceptance of sealed bids or public auction. Services of a paid auctioneer may be used, as appropriate. The Administrative Services Director also has the authority to make transfers between departments of any usable surplus supplies or equipment and which are $5,000 or less in value.

2.68.630 Ethics.

A. City employees shall discharge their duties impartially to assure fair competitive access to City procurement opportunities by responsible consultants, contractors, and vendors. Moreover, City employees shall conduct themselves in such a manner as to foster public confidence in the integrity of City procurement activities.

B. No City employee shall participate directly or indirectly in a City procurement when the employee knows that:

1. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or

2. The employee or any member of the employee's immediate family is negotiating or has an employment arrangement that is contingent upon, or will be affected by, the procurement.

C. Upon discovery of an actual or potential conflict of interest, an employee shall promptly inform the Administrative Services Director and withdraw from further participation in the procurement.

D. No person shall offer, give, or agree to give any City employee any gratuity or offer of employment in connection with a procurement by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity or an offer of employment in connection with a procurement by the City.

E. No consultant, contractor, or vendors who assisted the City's decision to identify the goods or services to be procured, and no consultant, contractor, or vendor with whom the City has contracted to prepare, or assist in

the preparation of, bid or proposal documents, shall submit a bid, proposal, or quotation for the goods or services to be procured.

F. All potential consultant, contractor, or vendors shall avoid any behavior that might influence any elected or appointed officials to interfere with a solicitation, and they shall limit their communications with the City of Livermore to the person responsible for conducting that solicitation and the Administrative Services Director. Undue influence on a solicitation may result in the consultant, contractor, or vendor being disqualified from participating in a solicitation as set forth in the administrative regulations.

2.68.640 Environmentally preferable purchases.

A. The administrative regulations shall incorporate the City's Environmentally Preferable Purchasing and Practices Policy for environmental considerations including recycled-content and recovered organic waste product use into purchasing practices and procedures.

B. All vendors providing paper products, printing, and writing paper, and organic waste products must comply with relevant state law and city requirements.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING AND RESTATING CHAPTER 2.68 *CONTRACTS AND PURCHASING* OF THE LIVERMORE MUNICIPAL CODE TO UPDATE THE DELEGATIONS OF AUTHORITY, AS WELL AS THE REQUIREMENTS AND RESPONSIBILITIES FOR SOLICITING AND AWARDING CONTRACTS TO PROCURE GOODS, SERVICES, AND PUBLIC PROJECTS

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

Section 1. *Authority.* This ordinance is adopted pursuant to the City of Livermore's police power authority established in section 7, article XI of the California Constitution, and California Government Code sections 830.6, 4002, 4526, 37103, 53060, 53069.85, 54201-54205, California Labor Code sections 1720-1743, and California Public Contract Code sections 1101, 22200, 20161, 22002.

Section 2. *Purpose.* This ordinance makes several changes to the Livermore Municipal Code Chapter 2.68 *Contracts and Purchasing* to update the delegations of contracting authority by the City Council to specified staff members to approve and execute contracts for goods, services, and public projects on behalf of the City, and to update the City's requirements and responsibilities for the solicitation and award of contracts for goods, services, and public projects.

Section 3. *Amendment – Municipal Code.* The Livermore Municipal Code Chapter 2.68 *Contracts and Purchasing* is hereby amended and restated to read as set forth in Exhibit A, attached hereto.

Section 4. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 5. *Severability.* If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 6. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption.

Section 7. *Effective date.* This ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on June 24, 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 July 8, 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/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – LMC 2.68

Chapter 2.68
CONTRACTS AND PURCHASING

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Article I. General

2.68.100 Purpose and application.

The purpose of this chapter is to:

a. Clearly define authority for the City's purchasing function and delegate authority to persons to sign City contracts to procure goods and services, and for public projects;
b. Establish efficient procedures to award and sign City contracts to procure goods, general services, and professional services;
c. Establish efficient procedures to award and sign public works contracts for the City;
d. Ensure City contracts for goods, general services, and public projects are awarded at the lowest possible cost commensurate with quality needed;
e. Ensure contracts for qualified professional services are awarded to qualified consultants at the lowest possible cost commensurate with quality needed, and all contracts for professional services are awarded to the consultants best able to provide the needed services at a cost commensurate with the quality needed;
f. Ensure the quality of the goods and services purchased by the City are fit for their intended purpose; and,
g. Exercise positive financial control over City procurement contracts.

Except as otherwise provided herein, this chapter applies to all City contracts goods, services, and public projects, but it does not apply to other City contracts.

2.68.110 Purchasing policy and implementing procedures.

Other relevant provisions of law or regulation notwithstanding, this chapter establishes the City's purchasing policy. For operational efficiency and effectiveness, the City Manager is directed to prepare administrative regulations to implement the provisions of this chapter in coordination with the Administrative Services Director and the City Attorney, or their respective designees. In the event of a conflict between the administrative regulations and the provisions of this chapter, the provisions of this chapter shall govern. In the event of a conflict between this chapter and a state or federal law, the provisions of the state or federal law shall govern.

2.68.120 General procedural requirements for contracts.

A. All City contracts for goods, services, and public projects shall conform with the procedural requirements set forth in this chapter to solicit, award, and sign contracts for the City, except as otherwise specified elsewhere in the LMC, or in state or federal law.

B. The general procedural requirements for all City contracts for goods, services, and public projects are as follows:

1. All City contracts for goods, services, and public projects shall be in writing and shall be awarded as set forth in this chapter and signed in the name of the City by the body or person with the appropriate approval authority. Oral contracts are specifically prohibited and shall not be binding on the City;

2. As applicable, all City contracts for goods, services, and public projects must include appropriate insurance provisions as required by the City's Risk Manager or their designee, and indemnity provisions as required by the City Attorney or their designee;

3. As applicable, all public works contracts must include the appropriate bonds or other security as required by the California Civil Code, the California Public Contracts Code, and other applicable law and regulation for the public work, in the maximum amounts allowed by law, as well as warranty and maintenance bonds specified by the City Manager in the administrative regulations for public projects;

4. All City contracts for goods, services, and public projects must be approved as to form by the City Attorney or their designee, all bonds or security for public projects must be approved as to form by the City Attorney or their designee, and all insurance certificates must be approved as to form by the Risk Manager or their designee;

5. A signed original of each City contract for goods, services, and public works shall be filed with the City Clerk's Office, except for purchase orders that shall be filed in the Administrative Services Department as directed by the Administrative Services Director;

6. For operational efficiency and effectiveness, the City Manager or their designee may, in coordination with the City Attorney and Risk Manager, establish the conditions for the use of purchase orders or other efficient forms or methods of procurement in place of, or in addition to, duly signed written contracts, which conditions shall be reflected in the administrative regulations; and,

7. When a City contract for goods, services, or a public project is funded by money the City receives through assistance, contract funding, grant funding, or other governmental sources provided by a county, regional, state, or federal government, then the procurement shall be conducted in accordance with mandatory applicable county, regional, state, and federal laws and regulations.

2.68.130 Definitions.

For the purposes of this chapter, the following definitions shall apply:

A. "Administrative Services Director" means the Administrative Services Director of the City who is the City's purchasing agent pursuant to LMC 2.28.030.

B. "Amendment" means any change to a contract.

C. "Best value means the best overall value to the City for goods, general services, and qualified professional services contracts based on all factors, including, but not limited to, the following:

   1. Total cost;

   2. The ability, capacity, and skill of the consultant, contractor, or vendor to provide the desired goods and services;

   3. The ability of the consultant, contractor, or vendor to provide the desired goods and services promptly or within the time specified without delay or interference;

   4. The character, integrity, reputation, judgment, experience, and efficiency of the consultant, contractor, or vendor;

   5. The quality of the consultant, contractor, or vendor's performance on previous purchases or contracts with the City or requested references;

   6. The consultant's demonstrated competence for qualified professional services contracts; and,

   7. The ability of the consultant, contractor, or vendor to provide future maintenance, repair, parts, and services for the use of the supplies purchased.

D. "Change order" means an amendment to a public works contract that changes the contract's scope of work to be performed, the amount of time to complete the work, the compensation to be paid for materials, labor, or equipment, and other material terms, conditions, and aspects of work.

E. "Consultant" means the party to a contract who is providing professional services to the City.

F. "Contract" for the purpose of this chapter means any formal written agreement between the City and a consultant, contractor, or vendor that creates mutual obligations that are enforceable by law. The basic elements for a contract are mutual assent, a valid offer and acceptance, consideration, capacity, and legality. For the purposes of this chapter, the terms "contract" and "agreement" are synonymous, and the term "contract" includes, but is not limited to, a purchase order, blanket purchase order, contract for general services, contract for professional services, contract for maintenance, leasing agreement for personal property or equipment, letter agreement, memorandum of agreement, and an amendment to any of those documents. The term "contract" does not include memorandums of understanding that do not create mutual obligations that are enforceable by law.

G. "Contractor" means the party to a general services contract who is providing general services to the City, and the party to a public works contract with the City for a public project.

H. "Demonstrated competence" means the ability to apply, and prior experience applying, the knowledge and skills required to perform the critical functions specified in the scope of work for a professional services agreement.

I. "Emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services as defined by California Public Contract Code Section 1102, and the conditions defined as an "emergency" in LMC 2.56.020.

J. "General services" means and includes any work performed or services rendered by an independent contractor, with or without the furnishing of materials, including but not limited to the following, but does not include work on a public project:

1. "Maintenance work" as defined by California Public Contract Code Section 22002, as it may be amended from time to time, which includes all of the following:

    a. Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

    b. Minor repainting.

    c. Resurfacing of streets and highways less than one inch.

    d. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

    e. Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

2. Repair, modification, and maintenance of City equipment and technology products.

3. Cleaning, analysis, testing, moving, removal or disposal (other than by sale) of City goods;

4. Providing other miscellaneous services to facilitate City operations;

5. Performing repair, demolition, or other work required to abate nuisances;

6. Licensing software;

7. Leasing of equipment and personal property for use by the City as set forth in LMC 2.68.600; and,

8. A maintenance agreement for equipment owned or leased by the City.

K. ”Goods” means and includes all such supplies, materials, equipment, personal property, and other items purchased for the City for its operations, but “goods” does not include items furnished for a public project. The term “goods” also includes equipment and personal property leased by the City as set forth in LMC 2.68.600.

L. “Low bid” means the bid with the lowest compensation amount proposed by a responsive bidder to a contract solicitation.

M. “Lowest responsive and responsible bidder” means the bidder for a public works contract who submits a bid that conforms to the material requirements set forth in the City’s solicitation document and who has also demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the work required.

N. “Professional services” means the services of a specially trained and experienced person, firm, or corporation for special services in financial, economic, accounting, engineering legal, and administrative matters within the scope of California Government Code Section 37103 as it may be amended from time to time, as well as similar services and other services such as medical services that require special training, experience, and educational certifications. “Professional services” shall also include contracts with providers of temporary personnel services.

O. “Public project” means a public project as defined by California Public Contract Code Sections 20161 and 22002, as those statutes may be amended from time to time, and includes the following:

1. Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

2. Painting or repainting of any publicly owned, leased or operated facility.

3. In the case of a publicly owned utility system, “public project” shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

P. “Public works contract” means a City contract for a public project.

Q. “Qualified professional services” means architectural, landscape architectural, engineering, land surveying, and construction management services that are covered by California Government Code Section 4525 *et seq.*, as those statutes may be amended from time to time, and that are required to be procured on the basis of demonstrated competence and professional qualifications.

R. “Responsible bidder” means a bidder for a public works contract who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the work required.

S. “Responsive bidder” means a bidder for a contract for goods, services, or qualified professional services whose submitted bid conforms to the material requirements set forth in the City’s solicitation documents.

T. “Single source” means a consultant, contractor, or vendor of goods or services that are available from more than one source, but there is a compelling and justifiable reason such as product standardization to select a single consultant, contractor, or vendor.

U. "Sole source" means a consultant, contractor, or vendor who, to the best of the City's knowledge based upon thorough research, is the only one capable of providing the City's required goods or services solicited for the City's needs and circumstances.

V. "Technology product" means hardware, software, and communications equipment, as well as related equipment or goods that incorporate any such items.

W. "Vendor" means the party to a contract who is selling goods, or leasing equipment or personal property, to the City.

2.68.140 Purchasing oversight.

The Administrative Services Director shall oversee and facilitate compliance with this chapter and the corresponding administrative regulations, including:

a. Staying informed of current developments in the field of purchasing;
b. Staying informed of the procurement needs in the City's departments;
c. Prescribing and maintaining such forms as are reasonably necessary to the operation of this chapter and the purchasing policy;
d. Recommending updates to this chapter and making revisions to the administrative regulations, as needed;
e. Evaluating and recommending to the appropriate approval authority organization structures in City departments and divisions that optimize the procurement function; and,
f. Coordinating the purchasing of goods and services that will be used by multiple City departments where feasible and practical.

2.68.150 Purchasing responsibilities of Department Heads.

Each Department Head shall be aware of the procurement needs within their respective departments, and shall ensure that all City contracts for goods, services, and public projects for their respective departments are made in compliance with this chapter. The Community Development Director has the additional responsibility for ensuring the City Engineer complies with this chapter for public works contracts. Each Department Head shall ensure the persons preparing contracts for goods and services within their respective departments comply with the following:

a. Prepare solicitation materials, as needed, for each procurement;
b. Make a good faith estimate of the compensation amount for each procurement to determine the appropriate solicitation procedure;
c. Ensure that the proper solicitation procedure is followed based on the estimated compensation amount for the procurement;
d. Evaluate received bids or proposals in accordance with the selection criteria and process described in this chapter and the administrative regulations;
e. Ensure that each contract for goods and services is awarded consistent with the requirements in this chapter and the administrative regulations;
f. Ensure that sufficient funds are appropriated to pay the compensation amount specified in the contract;
g. Ensure that the consultant, contractor, or vendor selected for the contract award has obtained appropriate insurance certificates with endorsement meeting the contract requirements, as applicable, before the contract is signed for the City, and thereafter maintains appropriate insurance certificates at all times during the term of the agreement;
h. Ensure that the consultant, contractor, or vendor selected for the contract award has obtained an appropriate City business license before the contract is signed for the City, and thereafter maintains an appropriate business license all times during the term of the agreement;
i. Ensure that each contract for goods and services is signed by the consultant, contractor, or vendor before it is signed for the City;

j. Ensure that each contract for goods and services is signed for the City by a person or body with appropriate approval authority based on the contract's compensation amount;
k. Inspect goods, general services, equipment, and personal property delivered to the City to ensure their conformance with the contract specifications;
l. Inspect all equipment and personal property leased to the City to ensure it is in a fit and satisfactory condition for the City's use and is free from defect so that it may be safely used for its intended purpose;
m. Monitor the performance of consultant, contractor, or vendor under approved contracts to ensure compliance with contract requirements;
n. Recommend and prepare contract amendments as needed and ensuring that the amendments are approved and signed by a person or body with appropriate approval authority, and that sufficient funds are appropriated to pay for the compensation specified by the amendment;
o. Ensure that due diligence is performed before preparing a written justification for submission to the Administrative Services Director requesting an exception pursuant to LMC 2.68.360(B) to forego an informal solicitation or a competitive purchase process for a sole source or single source contract in accordance with this chapter and the administrative regulations;
p. Take reasonable steps to avoid conflicts of interest in the purchasing process;
q. Keep sufficient records of all departmental contracts and expenditures and ensuring that such records are properly filed and stored in accordance with the City's records retention schedule; and,
r. Submit reports to the Administrative Services Director showing all departmental supplies and equipment that are no longer used or have become obsolete or worn out so that the City Manager or their designee can transfer surplus or unused goods between departments, or sell, exchange, or trade in such supplies and equipment, if desired,

Article II. Contract Approval Authority

2.68.200 City Council approval required.

City Council approval is required for all City contracts for goods, services, and public projects unless otherwise specified in this chapter, the LMC, or in another provision of federal or state law.

2.68.210 Budget appropriation required.

No City contract for goods, services, or public projects shall be awarded or signed for the City unless there exists an underlying and unencumbered budget appropriation in the fiscal year that the contract is awarded and signed. Contracts awarded in a fiscal year that are anticipated to extend into a subsequent fiscal year or years may be awarded by a person for body with the appropriate approval authority for the total compensation amount specified in the contract, but the contract shall be subject to the appropriation requirements specified in this section for subsequent years. Absent an existing unencumbered budget appropriation at the time of contract award, then a supplemental appropriation by the City Council is required before the City contract can be awarded and signed for the City.

2.68.220 Contract approval authorities.

A. General. All City contracts for goods, services, and public projects shall only be awarded and signed by a person or body with the appropriate approval authority for the City as set forth in this subsection 2.68.220 or as otherwise authorized by City Council resolution. Likewise, all amendments to contracts for goods and services, and all change orders to public works contracts, shall only be signed by a person or body with the appropriate approval authority as set forth herein.

B. Approval Authority. The authority to award, approve, and sign City contracts for goods, services, and public works projects for the City is as follows:

1. City Council. The City Council shall be the contract approval authority to award the following contracts by resolution, and may duly authorize a City officer or employee to sign the contracts for the City after City Council approval:

    a. Contracts for goods and services that have a compensation amount greater than $200,000.

    b. Public works contracts resulting from formal bidding procedures greater than the amount specified in California Public Contract Code Section 22032(c), as set forth in LMC 2.68.540, and change orders to public works contracts consistent with LMC 2.68.590.

2. City Manager. The City Manager shall be the contract approval authority for:

    a. Contracts for goods and services that have a compensation amount up to $200,000, and amendments to contracts for goods and services as set forth in LMC 2.68.230.

    b. Public works contracts for resulting from informal bidding procedures up to the amount specified in California Public Contract Code Section 22032(b), as set forth in LMC 2.68.530, and change orders to public works contracts consistent with LMC 2.68.590.

    c. Goods and services contracts, the cost of which will be fully paid or reimbursed to the City, regardless of the compensation amount.

    d. Contracts with public agencies or public utility companies regarding construction of public improvements or utility facilities, or for community social or recreational services, or for the use of City property or facilities in accordance with established administrative regulations and guidelines, which require no payment of money by the City in excess of $200,000 or which provide for payment of money to the City under each contract.

    e. The City Manager's authority to enter into contracts and other documents for the City to settle litigation, government claims, and administrative proceedings is set forth in LMC Chapter 3.40.

    f. For operational efficiency and effectiveness, the City Manager may:

        1. Delegate the approval authorities specified in this subsection to Department Heads as set forth in LMC 2.68.250, which delegations shall be reflected in writing and incorporated into the City Manager's administrative regulations.

        2. Approve, or delegate the approval, for the assignment of City contracts by a consultant, contractor, or vendor to a respective successor upon determining that the successor has the qualifications to satisfy the contract's requirements and the successor has been assigned and has assumed all responsibilities in the contract owed to the City. Delegations shall be reflected in writing and incorporated into the City Manager's administrative regulations, and all assignment approvals shall be in writing and retained with the contract.

        3. Approve, or delegate the approval, for a consultant, contractor, or vendor's use of subcontractor. Delegations shall be reflected in writing and incorporated into the City Manager's administrative regulations, and all subcontractor approvals shall be in writing and retained with the contract.

3. City Attorney. The City Attorney shall be the contract approval authority for:

    a. Contracts for goods and services related to the activities or functions of the office of the City Attorney that have a compensation amount up to $150,000, and amendments to those contracts consistent with LMC 2.68.230.

b. Contracts to appoint and retain outside legal counsel to prosecute lawsuits for the City or defend the City against lawsuits regardless of the compensation amount but subject to budget appropriation. The City Attorney's authority to enter into contracts and other documents for the City to settle litigation, government claims, worker's compensation claims, and administrative proceedings is set forth in LMC Chapter 3.40.

c. Contracts for the City's membership in public agencies organized and operating under California Government Code Section 6507 and related provisions of law that authorize the creation and operation of governmental joint powers authorities under California Law to self-insure and pool resources for excess losses, regardless of the compensation amount but subject to budget appropriation.

d. Contracts for insurance to protect and cover City facilities and operations, and for trust accounts maintained to satisfy the City's trust fund requirements for its excess liability pools, regardless of the compensation amount but subject to budget appropriation.

4. Administrative Services Director. The Administrative Services Director shall be the contract approval authority for:

a. Contracts for goods and general services that have a compensation amount up to $150,000, and amendments those contracts consistent with LMC 2.68.230.

b. Contracts for professional services that have a compensation amount up to $100,000, and amendments those contracts consistent with LMC 2.68.230.

2.68.230 Contract amendment approval authorities.

A. All contract amendments must be in writing, signed by a person or body with the appropriate approval authority specified in LMC 2.68.220, and properly filed and stored with the original contract in accordance with the City's records retention schedule. Oral contract amendments are specifically prohibited and shall not be binding on the City.

B. All amendments to contracts for goods and services, and change orders to public works contracts, shall be approved by the City Council or an officer or employee with the appropriate approval authority as set forth in either: (i) LMC 2.68.220 based upon the compensation amount in the amended contract, or at set forth; or, (ii) based upon the authority duly authorized by the City Council by resolution.

2.68.240 Contingency.

To account for unforeseen conditions that may impact the scope of work, pricing offered, quantity of goods or terms in a contract for goods and services, the City Manager has authority for an additional contract contingency amount not to exceed $20,000, which is in addition to the approval authority set forth in LMC 2.68.220, that may be used in the City Manager's discretion to approve an amendment to a contract for goods and to ensure successful contract completion..

2.68.250 Delegation of contract approval authorities.

The contract approval authorities set forth in LMC 2.68.220 may be delegated as follows:

a. The City Manager may delegate contract approval and amendment authority in writing to a Department Head or other City employee if such delegation is deemed necessary for effective procurement. Such delegated contract approval authority shall not exceed the City Manager's contract approval authority in LMC 2.68.220.

b. The City Attorney may delegate contract approval and amendment authority in writing to other employees in the City Attorney's Office if such delegation is deemed necessary for effective procurement. Such delegated contract approval authority shall not exceed the City Attorney's contract approval authority in LMC 2.68.220. However, the City Attorney may only delegate the authority to review and approve contracts, bonds, or security as to form to attorneys within the City Attorney's Office or otherwise designated by the City Attorney.
c. The Administrative Services Director may delegate contract approval and amendment authority in writing to other employees in the Administrative Service Department if such delegation is deemed necessary for effective procurement. Such delegated contract approval authority shall not exceed the Administrative Services Director's contract approval authority in LMC 2.68.220.

2.68.260 Discretion to not award a contract.

Nothing in this chapter requires the City to award a contract for goods, services, or public works if the person or body with the appropriate approval authority for the contract determines, in that person or body's discretion, that the award of the contract is not in the best interest of the City, and that person or body rejects all bids.

Article III. Solicitation Procedures

2.68.300 General procedural requirements.

A. Prior to contracting for goods and services, the Department Head or their designee for the initiating department shall:

1. Be responsible for conducting solicitations for needed goods or services, except as otherwise specified by the City Manager or Administrative Services Director or as specified in the administrative regulations;

2. Make a reasonable and good faith estimate of the anticipated compensation amount to be paid for the goods and services, which estimate shall be filed in the department's procurement file;

3. Ensure solicitation is conducted in strict accordance with the procedures established in this Article III Solicitation Procedures and the administrative regulations;

4. Ensure all solicitations are in writing. Oral quotes, bids, or proposals shall not be accepted;

5. Ensure the documents and instructions to be used for soliciting bids, proposals, or price quotations shall be those provided and required by the Administrative Services Director;

6. If submitted bids or proposals exceed the compensation amounts for the solicitation procedures used for the contract, conducting a new solicitation if directed by the City Manager or Administrative Services Director; and,

7. Ensuring procurements are not split or separated into smaller components for the purpose of circumventing the solicitation or contract approval requirements specified in this chapter.

B. No consultant, contractor, or vendor who assisted the City's decision to identify the goods or services to be procured, and no consultant, contractor, or vendor who assisted the City with the preparation of the solicitation, shall submit a bid, proposal, or quotation for the goods or services to be procured.

C. All potential consultant, contractor, or vendors shall avoid any behavior that might influence any elected or appointed officials to interfere with a solicitation, and they shall limit their communications with the City of Livermore to the person responsible for conducting that solicitation and the Administrative Services Director. Undue influence on a solicitation may result in the consultant, contractor, or vendor being disqualified from participating in a solicitation as set forth in the administrative regulations.

D. The solicitation procedures in this Article III shall be followed for contracts for goods and services, and the solicitation procedures in Article V shall be followed for public works contracts for public projects.

2.68.310 Contracts for goods and services up to $10,000.

A solicitation process is not required for City contracts to procure goods and services that have compensation amounts that do not exceed $10,000. These contracts may be negotiated in the open market as specified in the administrative regulations and awarded by the person or body with the appropriate approval authority. However, nothing shall preclude City staff members from conducting price comparisons, utilizing the informal procedures, or the competitive bidding procedures based upon the City's needs and circumstances to ensure the best overall value is obtained.

2.68.320 Contracts for goods and general services greater than $10,000 and up to $100,000 (informal solicitation).

An informal solicitation process is required for City contracts to procure goods and general services that have a compensation amount greater than $10,000 and that do not exceed $100,000. The informal solicitation process shall comply with the procedures specified in this subsection and the administrative regulations as follows:

a. Notice inviting quotations. The department representative shall invite quotations by written request (including facsimile or electronic mail) or telephone to prospective vendors. The administrative regulations may allow for the use of catalogs to obtain price quotes for the purposes of this subsection.

b. Quotations. Written quotations shall be submitted to the department representative, who shall keep a record of all open market quotes for a period of one year after the submission of quotes. This record is open to public inspection. All quotations must be in writing.

c. Minimum number of quotations. The award of contracts using the informal solicitation process shall, whenever possible, be based on the solicitation of at least three written quotations.

d. No responsive quotations. If no quotations, or no responsive quotations, are received after informal solicitation, the Administrative Services Director or City Manager may proceed to negotiate the contract for the goods and services in the open market using the process set forth in LMC 2.68.310.

e. Basis for award. Under this subsection, a contract may be awarded on either a best value or low bid basis, as determined by the Administrative Services Director or their designee prior to soliciting informal bids or proposals. The basis upon which the award is made shall be included in the solicitation document, if one is used, or otherwise communicated in writing to prospective bidders in the same manner as the solicitation.

f. Award of contract and appropriation. The contract shall be awarded by the person or body with the appropriate approval authority to sign the contact for the City as set forth in LMC 2.68.210 based upon the contract's compensation amount, provided that the City Council has budgeted funds for the contract.

g. Payment and Performance Bonds. The Administrative Services Director has the authority to require a payment bond, a performance bond, or both, for a City contract, in such amount as is reasonably necessary to protect the best interests of the City. If the Administrative Services Director requires such bonding, the form and amount of the bond(s) shall be described in the notice inviting bids, and the form for each bond must be approved as to form by the City Attorney

2.68.330 Contracts for goods and general services greater than $100,000 (competitive bidding).

A. A competitive bidding process is required for City contracts to procure goods and general services with compensation amounts greater than $100,000. The competitive solicitation process shall comply with the procedures specified in this subsection and the administrative regulations as follows:

1. Notice Inviting Bids. The notice inviting bids shall include a description of the goods or general services to be purchased, and shall state where bid forms and specifications may be secured, and the final time and place for submitting bids.

    a. Published Notice. The notice inviting bids shall be published at least 10 business days before the date of opening of the bids. Notice shall be published at least once in a newspaper of general circulation, printed and published locally. In addition, notice inviting bids may also be published electronically.

    b. Bidder's List. The Administrative Services Director may require a bidder's list for competitive bidding, which requirements shall be specified in the Administrative Regulations for this Chapter. If a bidder's list is required, then the notice inviting bids shall also solicit sealed bids from responsible prospective consultants, contractors, or vendors whose names are on the bidder's list.

2. Bidder's Security. When deemed necessary, the Administrative Services Director shall require bidder security as specified in the administrative regulations. The administrative regulations shall provide that bidders are entitled to the return of bid security upon execution of the contract or upon the City's republishing of a notice inviting bids, provided that a successful bidder forfeits his bid security upon refusal or failure to execute the contract within 10 business days after the notice of award of contract has been mailed, unless the City is responsible for the delay.

3. Bid Opening Procedure. Bidders shall submit sealed bids to the Administrative Services Director and shall identify them as bids on the envelope as specified in the administrative regulations. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than 30 calendar days after the bid opening.

4. Rejection of Bids. If it is determined to be in the best interest of the City, the City Manager or City Council may reject any and all bids presented. The City Manager or their designee shall have the authority to reject bids or proposals up to $200,000. Bids or proposals exceeding $200,000 shall be rejected by the City Council unless such authority is delegated to the City Manager.

5. No Responsive Bid. If no bid, or no responsive bid, is received after inviting bids under this section, the Administrative Services Director or City Manager may proceed to negotiate a contract for the goods and services in the open market using the process set forth in LMC 2.68.310.

6. Award of Contract. The person or body with the appropriate approval authority corresponding to the amount of the contract to be awarded pursuant to this subsection shall also be the person or body with the authority to award the contract, provided that the City Council has budgeted funds for the contract. In the absence of a budget appropriation, a supplemental appropriation pursuant to LMC 2.68.210 is required before the contract can be awarded. Under this subsection, a contract may be awarded on either a best value or low bid basis, as determined by the City Manager or their designee prior to issuance of the solicitation. The basis upon which the award will be made shall be included in the solicitation document.

7. Payment and/or Performance Bonds. The Administrative Services Director has the authority to require a payment and/or performance bond before entering a contract, in such amount as is reasonably necessary to protect the best interests of the City. If the Administrative Services Director requires such bonding, the form and amount of the bond(s) shall be described in the notice inviting bids, and the bond must be approved as to form by the City Attorney.

B. The person or body with the appropriate approval authority to award and sign the contract for the City may, in their discretion, waive inconsequential bid irregularities that do not give a bidder an unfair competitive advantage over any other bidder.

2.68.340 Contracts for professional services.

A. Contracts for professional services shall be solicited for award on the basis of demonstrated competence and the qualifications necessary for the satisfactory performance of the services, as determined by a consideration of the following criteria:

1. A compensation amount that is fair, reasonable, and competitive;

2. The quality of the services offered;

3. The consultant's ability, capacity, and skill to provide the services promptly, within the time specified, within budget, and without delay or interference;

4. The credentials and licenses of the person or business, if required;

5. The consultant's character, integrity, reputation, judgment, training, experience, and efficiency;

6. The consultant's knowledge of local conditions;

7. The consultant's previous history of working on related projects or issues for the city, where such previous experience will allow the services to be performed more efficiently and will require less time spent on preparation and background research;

8. The sufficiency of the consultant's financial capacity and other resources; and

9. The consultant's ability to provide such future service as may be needed.

B. Contracts for qualified professional services shall be solicited for award using either the informal solicitation process set forth in LMC 2.68.320 or the competitive bidding process set forth in LMC 2.68.330 based upon the compensation amount in the contract, and as required by applicable state and federal law, best value solicitations for architectural and engineering (A&E) services shall use a qualifications based selection (QBS) process where qualified professional service providers are evaluated and ranked based on demonstrated competence before compensation is considered.

C. The person or body with the appropriate approval authority corresponding to the amount of the contract to be awarded pursuant to this subsection shall also be the person or body with the authority to award the professional services contract or qualified professional services contract, provided that the City Council has budgeted funds for the contract. In the absence of a budget appropriation, a supplemental appropriation pursuant to LMC 2.68.210 is required before the contract can be awarded.

2.68.350 Competitive negotiation following a request for proposals.

A. Competitive negotiation for City purchase contracts may be used in situations where goods and/or services cannot be exactly defined/specified or where solutions are sought such as consulting studies or software systems that require a qualitative evaluation process.

B. The process for competitive negotiation of contracts shall comply with the following as implemented in the administrative regulations:

1. Request for Proposals. Under this method, proposals are requested from a number of sources and the request for proposals is publicized. The request for proposals must identify the criteria upon which the

offerors' proposals will be evaluated, including price or cost as applicable, and the relative importance of each criterion. Proposals must be solicited from an adequate number of qualified sources to permit reasonable competition.

2. Receipt of Proposals. Sealed proposals must be submitted by offerors by the date and time specified on the prescribed forms and shall be identified by the request-for-proposal number.

3. Evaluation of Proposals. Submitted proposals shall be evaluated in accordance with the evaluation criteria and process identified in the solicitation document, which may include evaluation of the written submittals; interviews, presentations and/or product demonstrations as applicable; reference checks; and other factors as necessary to determine a rank order of proposals.

4. Negotiation. The most qualified and responsive offeror will be selected for contract negotiation. If agreement cannot be reached with the first choice offeror, the second choice offeror (and then the third, and so on) will be contacted, with the first choice offeror (or other offerors, in order) dismissed from further consideration for that particular contract. All elements of the negotiation process shall be documented by the negotiating department and submitted to the Administrative Services Director. Responsible offerors shall be accorded fair and equal treatment with respect to opportunity for discussion and revision of proposals as necessary to meet the City's requirements.

5. Award of Contract. The person or body with the appropriate approval authority corresponding to the amount of the contract to be awarded pursuant to this subsection shall also be the person or body with the authority to award the contract, provided that the City Council has budgeted funds for the contract. In the absence of a budget appropriation, a supplemental appropriation pursuant to LMC 2.68.210 is required before the contract can be awarded. Under this subsection, a contract may be awarded on either a best value or low bid basis, as determined by the City Manager or their designee prior to issuance of the solicitation. The basis upon which the award will be made shall be included in the solicitation document.

2.68.360 Exceptions to, and exemptions from, solicitation procedures.

A. Certain contracts for goods and services may not be adapted to award by either informal or competitive solicitation, but they may only be excepted or exempted from those processes as prescribed in this subsection.

B. Contracts for the following are exempted from the informal solicitation and competitive purchase processes:

1. Emergency procurements awarded as set forth in LMC 2.68.400 and 2.68.410;

2. Bonds;

3. Insurance;

4. Legal services;

5. Membership dues, conventions, training, and travel arrangements; and,

6. Advertisements in magazines, newspapers, or other media.

C. Contracts for the following are examples of that are eligible for an exception to forego an informal solicitation or competitive purchase processes with the Administrative Services Director's approval as set forth in LMC 2.68.360(D):

1. Sole source procurements that can only be obtained from one consultant, contractor, or vendor due to the proprietary, specialized, or unique character of the required goods or services;

2. Single source procurements that may be available from more than one source, but there is a compelling and justifiable reason such as product standardization to procure the required goods or services from a particular consultant, contractor, or vendor;

3. Contracts awarded in conjunction with cooperative purchasing programs, as set forth in LMC 2.68.370;

4. Equipment that must be compatible with existing equipment

5. Lobbying services;

6. Procurements funded by grants, donations or gifts when associated special conditions require the purchase of particular goods and/or services;

7. Works of art, entertainment, or performance;

8. Surplus personal property owned by another governmental, public, or quasi-public entity; and,

9. Where competitive bids or proposals have been solicited and no bid or proposal has been received. In such a situation the City Manager may proceed to have the services performed or the goods procured without further competitive bidding.

D. Exceptions, but not exemptions, from the informal solicitation or competitive purchase process, are subject to review and approval by the Administrative Services Director as follows:

1. The person initiating the procurement must prepare a written justification to the Administrative Services Director or their designee to request an exception that sets forth the compelling reasons to justify the request and describe the due diligence and research performed that support an exception determination; and,

2. The Administrative Service's Director or their designee may, in their discretion, approve a request for exception upon finding that there is no competitive advantage to be gained from soliciting bids. The Administrative Regulations shall specify the factors that the Administrative Services Director or their designee must consider when exercising the discretion authorized in this section.

E. The person responsible for conducting a procurement for an exempt contract or a contract approved for exception by the Administrative Services Director pursuant to this section shall conduct negotiations, as appropriate, as to price, delivery and terms and may require the submission of cost or pricing data in connection with the award of a contract which does not require a competitive solicitation.

F. Notwithstanding the exemptions and exceptions in this section, nothing shall preclude informal solicitation or competitive bidding when determined to be in the best interest of the City or when required by law.

2.68.370 Contracts for goods and services procured through cooperative purchasing arrangements.

A. The Administrative Services Director or their designee may initiate City contracts for goods and services without conducting an informal solicitation or competitive bidding, when then procurement is based on the following cooperative purchasing arrangements or programs:

1. The California Multiple Award Schedules (CMAS) and Federal General Services Administration (GSA) contracts.

2. Where a consultant, contractor, or vendor was awarded a contract by another public agency; said agency used solicitation procedures substantially similar to those that the City would have been required to use, the initial awarding public agency agrees to the purchase, and the initial contract was awarded within a reasonable timeframe relative to the City's purchase.

3. Any other public, nonprofit or for profit cooperative purchasing programs or consortiums, provided:

   a. The Administrative Services Director or their designee approves of such participation in writing or if the underlying purchase was made using quotation or bid procedure at least as restrictive as the City's;

   b. The City is a registered member of the cooperative; and,

   c. A membership fee is not required.

B. In all such cases, the goods or services purchased must be the same or substantially similar and be offered at the same price as the supplies and equipment subject to the agreement or program, except that:

1. Up to 10 percent variation is allowed for ensuring the required goods or services meet City requirements;

2. A cost of living adjustment (using San Francisco-Oakland-San Jose Consumer Price Index – Urban, All Items) can be included for the contract duration if approved by the appropriate contract award authority; and,

3. Any contract extensions beyond the initially-awarded term are approved by the appropriate award authority.

C. The City contract for goods and services solicited through a cooperative purchasing arrangement or program shall:

1. Adhere to the general procedural requirements in LMC 2.68.120 to the greatest extent possible, and shall include language to ensure the City receives the rights and benefits conferred upon the initial awarding agency; and

2. Be awarded and signed by the body or person with the appropriate approval authority.

Article IV. Emergency Contract Approval Authority and Procedures

2.68.400 Emergency procurement authority.

A. Authority. The City Manager and Administrative Service Director, and their respective designees, are the contract approval authorities for City contracts for goods, services, and public projects awarded to expeditiously respond to conditions caused by the existence of a local emergency regardless of amount but subject the procedures in LMC 2.68.410.

B. Ratification by City Council. Upon exercise of the emergency procurement authority authorized by this section for a contract for goods and services, or for a public works contracts, with a compensation amount greater than $200,000, the City Manager shall make a full and complete report to the City Council at a noticed meeting as soon as practicable. Upon receipt of the report, the City Council shall ratify the contract upon determining it was awarded in response to a local emergency and shall also act on a public works contract as required by California Public Contract Code section 21068 and 22050, as applicable.

2.68.410 Emergency procurement procedures.

A. City contracts for goods, services, and public projects to expeditiously respond to conditions caused by the existence of a local emergency do not need to comply with the informal solicitation or competitive bidding requirements set forth in this chapter, but shall comply with the following procedures:

1. The scope of the contract is limited to good and services, and public contracts, necessary to respond to the conditions caused by the local emergency;

2. To the extent practical under the circumstances, the contract shall be solicited, negotiated, and awarded:

   a. Consistent with the solicitation procedures for goods and services set forth in Article III of this chapter; and,

   b. Consistent with federal and state procurement standards to preserve the opportunity to obtain disaster reimbursement;

3. The Administrative Services Director, or their designee, shall submit a written report of the emergency procurement to the City Manager, including a description of the local emergency and the basis for selection of the particular contractor; and,

4. For a local emergency proclaimed pursuant to LMC 2.56.060, a copy of all emergency contracts awarded and the Administrative Services Director's emergency procurement report shall also be filed in the emergency operations center and attached to the City Manager's report to the City Council required by LMC 2.68.400.B, and the original shall be properly filed and stored with the contract in accordance with the City's records retention schedule.

B. City contracts for public projects to expeditiously respond to conditions caused by the existence of a local emergency shall also comply with emergency contracting procedures set forth in California Public Contract Code section 21068, 22025, and 22050, as applicable.

Article V. Public Projects

2.68.500 Public project contracting procedures.

The City shall follow the contracting procedures set forth in Article 3 of the Uniform Public Construction Cost Accounting Act as set forth in California Public Contract Code Section 22030 et seq., referred to as the "Act" for the purposes of this article. The City shall procure public projects by force account, negotiated contract, purchase order, informal bidding or formal bidding as required in accordance with the applicable dollar amount limitations under Section 22032 of the Act, as it may be amended from time to time. The City Manager shall be authorized to establish and implement administrative regulations, policies, and procedures consistent with the Act and this chapter. At the appropriate time each year, the Administrative Services Director or their designee shall prepare a notice of the contract amounts for the informal bidding and formal bidding requirements set forth in LMC 2.68.530 and LMC 2.68.540, and the contract approval and rejection authorities set forth in LMC 2.68.570 and 2.68.580.

2.68.510 Bid splitting prohibited.

It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding.

2.68.520 Contractors list.

A list of contractors shall be developed and maintained in accordance with the provisions of the Act and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission, referred to as “the Commission” for the purposes of this article.

2.68.530 Informal bidding – Notice.

A. Where a public project to be performed is subject to the informal bidding provisions of the Act and this chapter, a notice inviting informal bids shall be delivered by mail, fax, or electronic mail to all contractors for the category of work to be bid, as shown on the list developed in accordance with LMC 2.68.520 and/or may be delivered to all construction trade journals as specified by the Commission in accordance with the Act. Delivery of notices to contractors pursuant to this section shall be completed not less than 10 calendar days before bids are due. Additional contractors and/or construction trade journals may be notified at the discretion of the City; provided, however:

    1. If there is no list of qualified contractors maintained by the City for the particular category of work to be performed, the notice inviting bids shall be sent to only the construction trade journals specified by the Commission.

    2. If the product or service is such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

B. The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project and state the time and place for the submission of bids.

2.68.540 Formal bidding – Notice.

When a public project to be performed requires formal bidding, notice of such project shall be given as follows unless an exception to competitive bidding applies:

a. The notice shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.
b. The notice shall be published at least 14 calendar days before the date of opening of the bids in a newspaper of general circulation, printed and published in the City; or if there is no newspaper printed and published within the jurisdiction of the City, in a newspaper of general circulation which is circulated within the City; or if there is no newspaper which is circulated within the jurisdiction of the City, publication shall be by posting the notice in at least three places within the jurisdiction of the City as have been designated by ordinance or regulation of the City for the posting of its notices.
c. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified by the Commission. The notice shall be sent at least 15 calendar days before the date of opening the bids.

2.68.550 Exceptions.

Bidding required by LMC 2.68.540 may be dispensed with:

a. In an emergency as defined by LMC 2.68.130 pursuant to the procedures contained in the California Public Contract Code;
b. Design-build contracts, provided they are consistent with the requirement of the California Public Contract Code; or
c. If there is no competitive advantage to be gained by inviting bids (for example, where it is determined that the supplies and equipment are unique or available only from one source, and where the low bid benefits are otherwise satisfied by the Act), so that the bidding requirement required by this section would be meaningless. The basis upon which this determination is made shall be made by the City Council upon recommendation by the city engineer.

2.68.560 Contracts for maintenance and other work.

Contracts for maintenance, as defined by California Public Contract Code Section 22002 and LMC 2.68.130(J)(1), and for any other work which does not fall within that section's definition of public projects, may be bid pursuant to the informal bidding procedures in LMC 2.68.530 and the formal bidding procedures in LMC 2.68.540.

2.68.570 Award of public works contracts.

A. The City Manager is authorized to award public works contracts in accordance with the monetary limits for negotiated contracts or purchase orders as set forth in the Act, as now existing or hereafter amended.

B. The City Manager is authorized to award public works contracts in accordance with monetary limits for informal procedures as set forth in the Act, as now existing or hereafter amended, and this chapter to the lowest, responsive, and responsible bidder. If all bids are received in excess of the City Manager's monetary authority, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract, subject to monetary limits set forth in the Act for informal bidding, as now existing or hereafter amended, if the City Council determines the cost estimate of the public agency was reasonable.

C. Contracts subject to formal bidding under the Act shall be awarded, if at all, by the City Council to the lowest responsive and responsible bidder.

2.68.580 Rejection of bids.

The City Manager or the City Council, as the case may be, may in their discretion, reject any bids received and proceed as authorized by the Act. The City Manager may reject any bids that do not exceed the threshold for informal bids as specified in Public Contract Code Section 22032(b); bids exceeding this amount shall be rejected by the City Council unless otherwise delegated.

2.68.590 Change orders to public works contracts.

A. Change orders to a public works contract that amend the original scope of work as determined to be necessary by the City during the progress of work shall be documented in writing.

B. The City Manager or their designee may authorize change orders up to a cumulative amount not exceeding $200,000 or 10 percent of the overall contract price, whichever is greater. All other change orders must be approved by the City Council.

C. The cost of each change order shall be determined by a fair and reasonable valuation, agreed to in writing by the City Manager, or their designee, and an authorized representative of the contractor, and shall be added to or deducted from the compensation amount in the public works contract.

2.68.595 Approval of plans, specifications, and designs.

In accordance with California Public Contract Code Section 22039, as it may be amended from time to time, the City Council hereby delegates authority to the City Engineer, or their designee, to approve plans, specifications and designs and all amendments and addenda thereto, field changes through the change order process and/or approval of as-built plans for all City public works contracts.

Article VI. Additional Requirements

2.68.600 Leasing of equipment and personal property.

Leasing of purchasable or non-purchasable equipment and personal property shall follow the solicitation, award, and contract signing procedures set forth in this chapter based upon the compensation amount for the contract.

Each contract for the leasing of equipment and personal property shall contain a provision permitting the City to terminate the contract at the end of any fiscal year during the contract term of the contract upon not less than 30 days' written notice to the other party. Leases for equipment and personal property that use a vendor's forms shall conform to general requirements in LMC 2.68.120 to the maximum extent possible.

2.68.610 Inspection and testing.

A. The Department Head or their designee shall inspect supplies, equipment, personal property, and general services delivered, and determine their conformance with the specifications set forth in the order or contract.

B. The Department Head or their designee shall inspect all equipment and personal property leased to the City to ensure it is in a fit and satisfactory condition for the City's use and is free from defect so that it may be safely used for its intended purpose.

C. The Department Head has the authority to require chemical and physical tests of samples submitted with bids, and samples of deliveries which are necessary to determine their quality and conformance with specifications.

2.68.620 Surplus supplies and equipment.

A. Each department shall submit to the Administrative Services Director, at such times and in such forms as the Director prescribes, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The Administrative Services Director has the authority to sell or otherwise dispose of all supplies and equipment which cannot be used by any department or which have become unsuitable for city use, or to exchange the same for or trade the same in on new supplies and equipment.

B. The Administrative Services Director or their designee may surplus the service weapons of employees of the Livermore police department upon an employee's retirement from service with the Livermore police department.

C. The Administrative Services Director or their designee may surplus the badges of employees of the Livermore police department upon an employee's retirement from service with the Livermore police department, upon an employee being promoted to a higher classification within the department, or for employees who resign in good standing with a minimum of 10 years of service with the Livermore police department.

D. The Administrative Services Director or their designee may surplus Livermore police department service animals upon an animal's retirement from service with the Livermore police department, to the employee handler or otherwise.

E. City Council approval is needed for disposition of supplies and/or equipment when the total estimated value exceeds $200,000. Disposition may include abandonment, destruction or donation to public bodies, charitable, civic or nonprofit organizations and may include city property which has no commercial value or for which the estimated cost of continued care, handling, maintenance or storage would exceed the estimated proceeds of sale. Sales procedures may include negotiated sales, acceptance of sealed bids or public auction. Services of a paid auctioneer may be used, as appropriate. The Administrative Services Director also has the authority to make transfers between departments of any usable surplus supplies or equipment and which are $5,000 or less in value.

2.68.630 Ethics.

A. City employees shall discharge their duties impartially to assure fair competitive access to City procurement opportunities by responsible consultants, contractors, and vendors. Moreover, City employees shall conduct themselves in such a manner as to foster public confidence in the integrity of City procurement activities.

B. No City employee shall participate directly or indirectly in a City procurement when the employee knows that:

1. The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or

2. The employee or any member of the employee's immediate family is negotiating or has an employment arrangement that is contingent upon, or will be affected by, the procurement.

C. Upon discovery of an actual or potential conflict of interest, an employee shall promptly inform the Administrative Services Director and withdraw from further participation in the procurement.

D. No person shall offer, give, or agree to give any City employee any gratuity or offer of employment in connection with a procurement by the City. No City employee shall solicit, demand, accept or agree to accept from any other person a gratuity or an offer of employment in connection with a procurement by the City.

E. No consultant, contractor, or vendors who assisted the City's decision to identify the goods or services to be procured, and no consultant, contractor, or vendor with whom the City has contracted to prepare, or assist in the preparation of, bid or proposal documents, shall submit a bid, proposal, or quotation for the goods or services to be procured.

F. All potential consultant, contractor, or vendors shall avoid any behavior that might influence any elected or appointed officials to interfere with a solicitation, and they shall limit their communications with the City of Livermore to the person responsible for conducting that solicitation and the Administrative Services Director. Undue influence on a solicitation may result in the consultant, contractor, or vendor being disqualified from participating in a solicitation as set forth in the administrative regulations.

2.68.640 Environmentally preferable purchases.

A. The administrative regulations shall incorporate the City's Environmentally Preferable Purchasing and Practices Policy for environmental considerations including recycled-content and recovered organic waste product use into purchasing practices and procedures.

B. All vendors providing paper products, printing, and writing paper, and organic waste products must comply with relevant state law and city requirements.

LIVERMORE
CALIFORNIA

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

DATE: July 8, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing supplemental appropriations in the amount of $3,584,000 from the Water Resources Replacement fund and $1,195,000 from the Sewer Connection Fees fund to FY 2023-24, and authorizing execution of a second amendment to the engineering services agreement with Carollo Engineers increasing the not-to-exceed contract amount from $4,910,499 to $5,881,720 and extending the term to December 31, 2026, for additional construction management and engineering services during construction of the Water Reclamation Plant (WRP) Primary and Secondary Treatment Improvements Project 2019-31.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Authorizing supplemental appropriations of $3,584,000 in the Water Resources Replacement fund and $1,195,000 in the Sewer Connection Fees fund in Fiscal Year 2023-24 to the WRP Primary and Secondary Treatment Improvements Project 2019-31,
2. Authorizing the City Manager to sign the second amendment to the agreement with Carollo Engineers, attached hereto as Exhibit A, increasing the amount of the agreement by $971,221 to a not-to-exceed amount of $5,881,720 and extending the term to December 31, 2026 for additional construction management and engineering design services during construction of the Water Reclamation Plant Primary and Secondary Treatment Improvements Project 2019-31, and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed amendment.

SUMMARY

The Water Reclamation Plant Primary and Secondary Treatment Improvements Project No. 2019-31 involves rehabilitation and process improvements to the primary and secondary treatment processes at the City of Livermore (City) Water Reclamation Plant (WRP). Construction activities include demolition, concrete, structural, electrical, and mechanical work at the headworks, influent pump station, odor

control treatment system, motor control centers, pre-aeration tanks, primary sedimentation tanks, and a secondary clarifier. Staff recommends the City Council authorize an amendment to an engineering services agreement with Carollo Engineers to provide additional construction management and engineering support services during construction of these improvements. This second amendment in the amount of $971,221 increases the total amount of the engineering services agreement from $4,910,499 to $5,881,720 and extends the term to December 31, 2026. Staff also recommends the City Council authorize supplemental appropriations in the amount of $3,584,000 from Water Resources Replacement (Fund 239) and $1,195,000 from Sewer Connection Fees (Fund 241) to FY 2023-24 to coincide with actual and anticipated construction expenditures.

DISCUSSION

Both the 2012 WRP Master Plan and the 2016 WRP Asset Management Plan identify aging infrastructure within the Water Reclamation Plant (WRP) primary and secondary treatment systems. Process improvements are also recommended in the 2012 WRP Master Plan. The WRP Primary and Secondary Treatment Improvements Project No. 2019-31 (project) involves constructing the highest priority improvements. The areas of proposed improvements are shown on Attachment 1.

The project includes replacing the following equipment:

- Influent screw pumps.
- Pre-aeration tank blowers and gates.
- Primary sedimentation tank sludge collection mechanisms, skimmers, and gates.
- Primary effluent pumps.
- Odor control treatment system and equipment covers.
- Secondary Clarifier No. 2 sludge collection mechanism, bridge, and gates.
- Two motor control centers.

Additional improvements include the following:

- Repairing the concrete and coating channels and tanks in the headworks and primary treatment systems and Secondary Clarifier No. 2.
- Upsizing the odor control treatment system, adding additional odor covers, and increasing ventilation.
- Partial replacement of various electrical boxes throughout the WRP.
- Associated electrical conduit duct, paving, instrumentation, and controls work.

On July 28, 2020, the City and Carollo Engineers entered into an agreement for Carollo Engineers to provide engineering services to support the project. The agreement covers the design of improvements and repairs to the WRP primary and secondary treatment facilities, assisting with permitting, and providing engineering services during construction. On August 3, 2022, the City and Carollo Engineers amended the agreement to increase the scope of services to include construction management and engineering services during construction of the project.

Construction of the project started in September 2022. The project has subsequently encountered unforeseen site conditions involving underground materials, configuration of existing concrete structures, and configuration of existing electrical infrastructure. This has resulted in additional engineering and construction management effort related to managing change orders, reviewing contractor’s methods of

procedures, coordinating field activities, and general supervision of contractor and subcontractors. Accordingly, staff recommends the original agreement be further amended to increase the amount of the agreement by $971,221 to a not-to-exceed amount of $5,881,720 and extend the term to December 31, 2026, for additional construction management and engineering services during construction of the project.

FISCAL AND ADMINISTRATIVE IMPACTS

Attachment 2 shows current and proposed funding for this project. The WRP Primary and Secondary Treatment Improvements Project 2019-31 is funded in the 2023-2028 Capital Improvement Plan with a total budget of $29,232,000 over three years (FY 2022-23 to FY 2024-25). 75% of the funding comes from Water Resources Replacement Fund 239 and 25% of the funding is from Sewer Connection Fees Fund 241. The updated budget estimate for this project over the three-year period has increased by $1,232,067 to $30,464,067. The updated budget covers the construction contract, engineering services during construction, construction management, inspection, testing, project management, potential change orders, and all other project expenses. The budget increase is primarily due to additional construction, engineering support and construction management services required due to unforeseen conditions encountered during construction.

Funding also needs to be aligned with actual construction expenditures. Actual expenditures in FY 2022-23 were $3,546,933 less than budgeted in FY 2022-23. These unspent funds need to be appropriated to the FY 2023-24 budget for the project together with an additional appropriation of $1,232,067 to fully fund the project. The total required appropriation to FY 2023-24 is $4,779,000 and consists of $3,584,000 from Fund 239 and $1,195,00 from Fund 241.

COMMUNITY PILLAR

1: A Safe Community That Thrives.

GOAL

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

ATTACHMENTS

1. Site Plan
2. Funding Summary
3. Resolution
4. Exhibit A - Second Amendment

Prepared by: Rick Teczon
Senior Civil Engineer

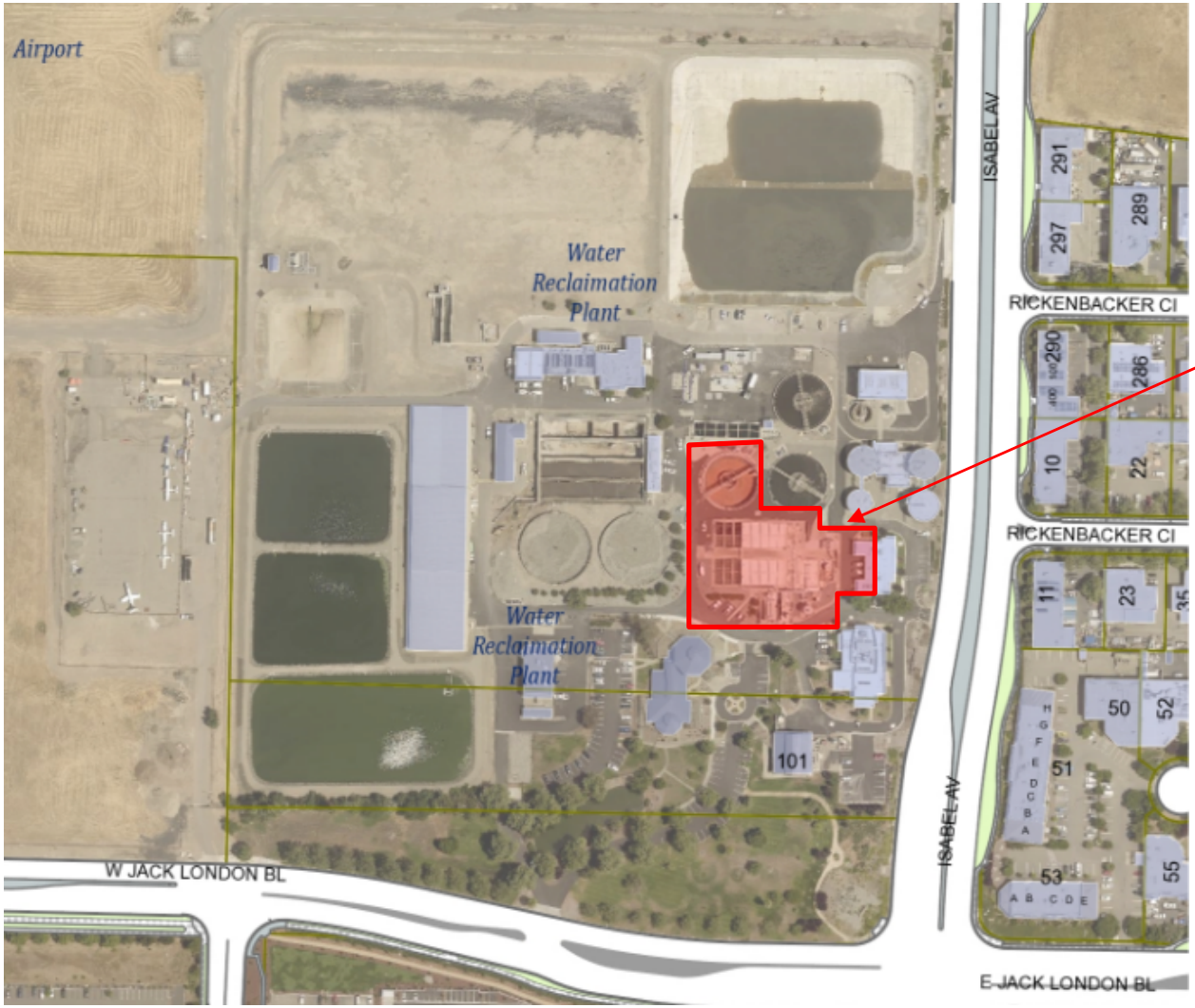
Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

SITE PLAN



Location of Primary and Secondary Improvements

Current & Proposed Funding

Current Funding
WRP Primary and Secondary Treatment Improvements Project No. 2019-31

Fund		FY 2022-23	FY 2023-24	FY 2024-25	Total
239	Water Resources Replacement	$5,276,000	$9,802,000	$6,846,000	$21,924,000
241	Sewer Connection Fees	$1,759,000	$3,267,000	$2,282,000	$7,308,000
Total		$7,035,000	$13,069,000	$9,128,000	$29,232,000

Proposed Funding
WRP Primary and Secondary Treatment Improvements Project No. 2019-31

Fund		FY 2022-23	FY 2023-24	FY 2024-25	Total
239	Water Resources Replacement	$2,616,050	$13,386,000	$6,846,000	$22,848,050
241	Sewer Connection Fees	$872,017	$4,462,000	$2,282,000	$7,616,017
Total		$3,488,067	$17,848,000	$9,128,000	$30,464,067

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF $3,584,000 FROM FUND 239 AND $1,195,000 FROM FUND 241 TO FISCAL YEAR 2023-24, AND AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE AGREEMENT WITH CAROLLO ENGINEERS INCREASING THE NOT-TO-EXCEED AMOUNT FROM $4,910,499 TO $5,881,720 AND EXTENDING THE TERM TO DECEMBER 31, 2026 FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND ENGINEERING SERVICES DURING CONSTRUCTION

(WRP PRIMARY AND SECONDARY TREATMENT IMPROVEMENTS PROJECT 2019-31)

On July 28, 2020, the City of Livermore ("City") and Carollo Engineers entered into an engineering services agreement for Carollo Engineers to provide engineering services to support the WRP Primary and Secondary Treatment Improvements Project 2019-31 ("Project"). The agreement covers the design of improvements and repairs to the primary and secondary treatment facilities at the Water Reclamation Plant ("WRP"), assisting with permitting, and providing engineering services during construction. On August 3, 2022, the City and Carollo Engineers amended the agreement to increase the scope of services to include additional construction management and engineering services during construction of the Project. City staff recommends the original agreement be further amended to increase the amount of the agreement by $971,221 to a not-to-exceed amount of $5,881,720 and extend the term to December 31, 2026 for additional construction management and engineering services during construction of the Project.

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

1. Authorizes supplemental appropriations of $3,584,000 from Fund 239 (Water Resources Replacement) and $1,195,000 from Fund 241 (Sewer Connection Fees) to Fiscal Year 2023-24 to the WRP Primary and Secondary Treatment Improvements, Project No. 2019-31;

2. Authorizes the City Manager to sign on behalf of the City of Livermore, the Second Amendment to the Engineering Services Agreement with Carollo Engineers, attached hereto as Exhibit A, increasing the amount of the agreement by $971,221 to a total not-to-exceed amount of $5,881,720 and extending the term to December 31, 2026 for additional construction management and engineering design services during construction of the WRP Primary and Secondary Treatment Improvements, Project 2019-31; and

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Second Amendment

DocuSign Envelope ID: B9FD805B-AB8B-409E-AE8A-9F0B89E3FF4D

SECOND AMENDMENT TO ENGINEERING SERVICES AGREEMENT

THIS SECOND AMENDMENT is made and entered into this ____ day of _____, 2024, by and between the City of Livermore, a municipal corporation ("City"), and Carollo Engineers, a Delaware corporation licensed and registered to do business in California ("Consultant").

RECITALS

On July 28, 2020, City and Consultant entered into an agreement for Consultant to provide engineering design services to design the WRP Primary and Secondary treatment improvements project No. 2019-31 for City ("Original Agreement"). Section 21 of the Original Agreement requires that any modifications to it must be in writing and signed by the parties.

On August 3, 2022, City and Consultant amended the Original Agreement to increase the scope of services and compensation by $2,381,660. This was the First Amendment to the Original Agreement.

City and Consultant now desire to amend the Original Agreement and First Amendment to increase the scope of services and compensation by $971,221 and extend the term until December 31, 2026. This is the Second Amendment to the Original Agreement.

AGREEMENT

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

1. The Original Agreement is amended as follows:

   A. Section 3 of the Original Agreement is amended to read as follows:

   Description of Services. Consultant shall provide engineering services to develop construction contract documents and perform engineering services, management, and inspections during construction of the WRP Primary and Secondary Treatment Improvements Project No. 2019-31, as more particularly set forth in Exhibit "A" to the Original Agreement for design services, Exhibit "A-1" to the First Amendment for engineering services during construction and construction management and electrical inspections, and Exhibit "A-2" to this Second Amendment for additional engineering services during construction and construction management (collectively "the Services").

B. Section 6(a) of the Original Agreement is amended to read as follows:

The total compensation payable by City to Consultant for the Services **SHALL NOT EXCEED** the sum of $5,881,720 ("not-to-exceed amount").

1. The compensation payable by the City to Consultant for the Services required by Exhibit "A" of the Original Agreement **SHALL NOT EXCEED** the sum of $2,528,839.

2. The compensation payable by the City to Consultant for the Services required by Exhibit "A-1" of the First Amendment **SHALL NOT EXCEED** the sum of $2,381,660.

3. The compensation payable by the City to Consultant for the Services required by Exhibit "A-2" of the Second Amendment **SHALL NOT EXCEED** the sum of $971,221.

City shall compensate Consultant for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" to the Original Agreement, Exhibit "A-1" to the First Amendment, and Exhibit "A-2" to the Second Amendment up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Consultant's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Consultant, its agents, and employees to provide the Services.

C. Section 7 of the Original Agreement is amended to read as follows:

Term. The term of this Agreement commences on the Effective Date and terminates upon the depletion of funds or December 31, 2026, whichever occurs first.

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

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

[SIGNATURES ON FOLLOWING 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.

CONSULTANT: **Dated:**

DocuSigned by:
Rick Chan
38AE2D73DB5240A...
Rick Chan
Senior Vice President

6/6/2024 | 5:59 AM PDT

DocuSigned by:
Anne E. Prudhel
5A8937C6A6DD4F0...
Anne Prudhel
Executive Vice President

6/6/2024 | 6:33 AM PDT

CITY OF LIVERMORE: **Dated:**

Marianna Marysheva
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Tara Mazzanti
B099F65715704E2...
Assistant/City Attorney

APPROVED AS TO INSURANCE:

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

Attachment:

Exhibit “A-2” Additional Scope of Services

EXHIBIT "A-2"

AMENDMENT NO. 2

CITY OF LIVERMORE
WATER RECLAMATION PLANT

PRIMARY & SECONDARY TREATMENT IMPROVEMENTS PROJECT

ENGINEERING SERVICES DURING CONSTRUCTION AND CONSTRUCTION MANAGEMENT

SCOPE OF SERVICES

(March 28, 2024)

INTRODUCTION

Construction of Primary and Secondary Treatment Improvements Project is currently on schedule to be completed in February 2025. The purpose of this amendment is to estimate the additional engineering services during construction and construction management services anticipated to be completed through February 2025.

Task 6.0 – Engineering Services During Construction

Task 6.2 - Construction Meetings. Consultant will attend the following construction meetings based on the following assumptions:

- Weekly Construction Meetings – Two Consultant team members will each attend a total of 30 additional weekly construction meetings, for a total of 130 weekly construction meetings, virtually via Teams format. These virtual meetings will each be 1-hour in duration.
- Weekly Construction Management Meetings – One Consultant team member will attend a total of 100 weekly construction management meetings virtually via Teams format. These virtual meetings will each be 1-hour in duration.
- Weekly Commissioning Meetings – Two Consultant team members will each attend a total of 50 weekly commissioning meetings virtually via Teams format. These virtual meetings will each be 1-hour in duration.

- Submittal Coordination Meetings – Two Consultant team members will each attend a total of 30 submittal coordination meetings virtually via Teams format. These virtual meetings will each be 0.5-hour in duration.

Per Task 8.1, the Consultant's CM will coordinate and conduct all meetings and prepare meeting minutes for distribution to the City, Contractor, and other relevant stakeholders.

Task 6.3 - Requests For Information. Through the end of February 2024, Consultant has reviewed 133 RFIs. For budgeting purposes, Consultant will respond to an additional 100 RFIs, for a total of 233 RFIs, assuming an average processing and review time of 6 hours per RFI.

Note the budget estimated for this task may be higher or lower depending on the final number of RFIs reviewed and the complexity of each RFI submitted by the Contractor.

Task 6.4 - Shop Drawing Submittals. Through the end of February 2024, Consultant has reviewed 450 submittals and Consultant's remaining budget for this task is estimated to cover the review of 200 general submittals, assuming an average processing and review time of 6 hours per submittal. For budgeting purposes, Consultant will respond to an additional 300 general submittals, for a total of 750 submittals. Therefore, this amendment includes responding to an additional 100 submittals assuming an average processing and review time of 6 hours per submittal.

Note the budget estimated for this task may be higher or lower depending on the final number of submittals and resubmittals reviewed and the completeness of each submittal and resubmittal submitted by the Contractor.

Task 6.5 – Site Observations. Consultant will attend an additional fifty (50) site observations, for a total of seventy (70) site observations, in person on an as-requested basis to observe field construction issues and discuss technical elements. For budgeting purposes, Consultant assumes an average time of 5 hours (including travel time) are required to perform each site observation.

Task 6.6 - Design Clarifications. Consultant will prepare an additional twenty (20) design clarifications, for a total of forty (40) design clarifications, to clarify and/or change the intent of the contract documents at the request of the City. For budgeting purposes, Consultant assumes an average time of 10 hours are required to prepare each design clarification.

Task 8.0 – Construction Management and Electrical Inspection

Task 8.1 – Construction Management. Consultant's remaining budget for this task is estimated to cover 10 months of one full-time CM. The remaining project construction duration is estimated to be 12 months. Therefore, this amendment includes an additional 2 months of one full-time CM.

Task 8.3 – Additional Construction Management Support. Consultant will provide an additional full-time CM for 10.5 months to assist construction management activities of this project described in Task 8.1.

Assumptions

The following key project assumptions were used in preparing this Scope of Services.

- Construction duration will be 28 months. An extension of construction duration may impact the Consultant's scope and budget estimate for the project.
- City or Contractor will provide dedicated temporary offices for Consultant's CM and electrical inspector to reside in when they are on site at the WRP. Contractor will provide two dedicated high-end, business-class Windows-based desktop computers equipped with the latest version of Microsoft Office and Primavera P6 scheduling software, high-volume business-class laser printer, and high-speed internet service.
- City will provide all specialty inspection services for the following disciplines: concrete, structural steel, bolting, welding, architectural, mechanical, plumbing, corrosion, coatings, and material testing. Consultant will only provide electrical specialty inspection for the duration of time included in this scope. Consultant will also provide specialty soils and subgrade inspection for the estimated effort and budget amount included in this scope.
- Claims management and resolution services are not included in the Scope of Services. These services can be provided by the Consultant as an amendment should the need arises.

EXHIBIT A

LABOR AND FEE ESTIMATE

CITY OF LIVERMORE
PRIMARY & SECONDARY TREATMENT IMPROVEMENTS PROJECT 2019-31

Task	Description	SP $315	LPP $295	LP $265	P $215	CM $245	CM Support $215	Total Hours	Labor Cost	Other Direct Costs (ODC) Mileage[1] Trips	Mileage[1] Amount	CM Housing	ODC Total	Total Cost
6.0	Construction Support Services													
6.1	Project Management	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0
6.2	Construction Meetings	0	0	195	80	0	0	275	$68,875	0	$0	$0	$0	$68,875
6.3	Requests For Information	16	144	300	140	0	0	600	$157,120	0	$0	$0	$0	$157,120
6.4	Shop Drawing Submittals/Resubmittals	30	140	290	140	0	0	600	$157,700	0	$0	$0	$0	$157,700
6.5	Site Observations	0	60	130	60	0	0	250	$65,050	50	$1,750	$0	$1,750	$66,800
6.6	Design Clarifications	10	40	80	70	0	0	200	$51,200	0	$0	$0	$0	$51,200
6.7	Change Order Requests	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0
6.8	Geotechnical Engineering Support Services	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0
6.9	Conformed Documents	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0
6.10	Record Drawings	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0
	Task 6.0 Totals =	56	384	995	490	0	0	1,925	$499,945	50	$1,750	$0	$1,750	$501,695
8.0	Construction Management and Inspection													
8.1	Construction Management	0	0	0	0	336	0	336	$82,320	0	$0	$0	$0	$82,320
8.2	Electrical Inspection	0	0	0	0	0	0	0	$0	0	$0	$0	$0	$0
8.3	Additional Construction Management Support (10.5-Months, One Person)	0	0	0	0	0	1,764	1,764	$379,260	227	$7,945	$1	$7,946	$387,206
	Task 8.0 Totals =	0	0	0	0	336	1,764	2,100	$461,580	$227	$7,945	$1	$7,946	$469,526

Amendment Budget Request = $971,221

Legend:
SP Senior Professional
LPP Lead Project Professional
LP Lead Professional
P Professional
CM Construction Manager

Notes:
1. Mileage is based on $35 per round trip.

LIVERMORE
CALIFORNIA

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

DATE: July 8, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolution authorizing delegation of authority to the City Manager to award a construction contract, in an amount not-to-exceed $1,000,000, for the 2023 Storm Damage Repair Projects S202300A and S202300P for repairs at one site along Arroyo Las Positas and two sites along Arroyo Mocho.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution:

1. Delegating authority to the City Manager to award a construction contract in a total amount not-to-exceed $1,000,000 for the 2023 Storm Damage Repair Projects S202300A and S202300P in substantially similar form to the draft contract in Exhibit A of the resolution subject to the City Attorney's approval to form of the final construction contract and Risk Management approval of insurance; execute any change orders or amendments which do not exceed the not-to-exceed amount;
2. Delegating authority to the City Manager to reject all other bids; and
3. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed agreement.

SUMMARY

The 2023 Storm Damage Repair Projects S202300A and S202300P (LOP 5, 13, & 14) will remove sediment and debris at the Airway Blvd Culvert at Arroyo Las Positas (Site 5), restore an exposed storm drain at the Arroyo Mocho Trail at Anza Way (Site 13) and stabilize the bank at the Arroyo Mocho Trail at Creek Road (Site 14). LOP designates the FEMA grant application location number for each site. These sites were damaged in the 2022-2023 winter storms and are shown in Attachment 1 – 2023 Storm Damage Repair Site Map.

These sites were submitted to the regulatory agencies for permitting under the Stream Maintenance Program and permits are expected in August 2024. Regulatory agencies require work in the creek to be

completed by October 15. Because the City has not historically held council meetings in August, staff recommends that the City Manager be authorized to sign a construction contract up to $1,000,000 so these critical repairs can start in August and be completed by the middle of October.

DISCUSSION

The 2022-23 winter storms caused significant damage to public facilities along some of the creeks that flow through the City. On January 10, 2023, the City Council adopted a resolution ratifying the Proclamation of the Director of Emergency Services Concerning the Existence of a Local Emergency (Resolution No. 2023-001) in response to impacts from the series of severe storm events. The City Council has subsequently adopted resolutions of continued local emergency that allow staff to seek reimbursements of eligible costs of this work from federal and state agencies through the public assistance program.

In summer 2023, repairs to several damaged sites were completed. There are additional sites to be repaired this summer. The 2023 Storm Damage Repair Projects (LOP 5, 13, & 14) will remove sediment and debris at the Airway Blvd Culvert at Arroyo Las Positas (LOP 5), restore the exposed storm drain at the Arroyo Mocho Trail at Anza Way (LOP 13) and stabilize the bank at the Arroyo Mocho Trail at Creek Road (LOP 14). These sites are shown in Attachment 1 - 2023 Storm Damage Repair Site Map.

These sites were submitted to the regulatory agencies for permitting under the Stream Maintenance Program and permits are expected in August 2024. The project was advertised in June 2024 and award of construction contract is contingent upon regulatory permit approval. Regulatory agencies require work in the creek to be completed by October 15. The schedule between bid opening in July and regulatory permit approval in August limits the construction window for work in the creek. Because the City has not historically held council meetings in August, staff recommends the City Manager be authorized to sign a construction contract up to $1,000,000 so these critical repairs can be started in August. Repairing these sites and removing debris and sediment at Airway Boulevard will restore creek flows before the next winter storms to mitigate flooding.

FISCAL AND ADMINISTRATIVE IMPACTS

2023 Storm Damage Repair Projects (LOP 5, 13, & 14) S202300A and S202300P are included in the 2023-2028 Capital Improvement Plan, the budgets are summarized in the tables below. This funding will cover the cost of this agreement, change orders, permitting, engineering construction support, biological monitoring, and project management. This funding also covers the cost of slope repairs on Portola Avenue that will be bid and constructed separately. No additional appropriations are required.

2023 Storm Damage - Debris Removal Project No. S202300A

Fund No.	Fund name	FY 2024-25
220	Storm Water	$95,000
222	FEMA Storm Reimbursement	1,125,000
607	State Grant	280,000
	TOTAL	$1,500,000

2023 Storm Damage Permanent Repair Project S202300P

Fund No.	Fund name	FY 2024-25
220	Storm Water	$100,000

222	FEMA Storm Reimbursement	1,650,000
607	State Grant	400,000
615	Federal Grant	1,200,000
651	Gas Tax - SB1	200,000
687	Measure BB-Bike/Pedestrian	75,000
688	Measure BB-Local St & Rd	75,000
	TOTAL	$3,700,000

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

1. Site Map
2. Resolution
3. Exhibit A - Draft Construction Contract

Prepared by: Leo Sum
Assistant Civil Engineer

Approved by:

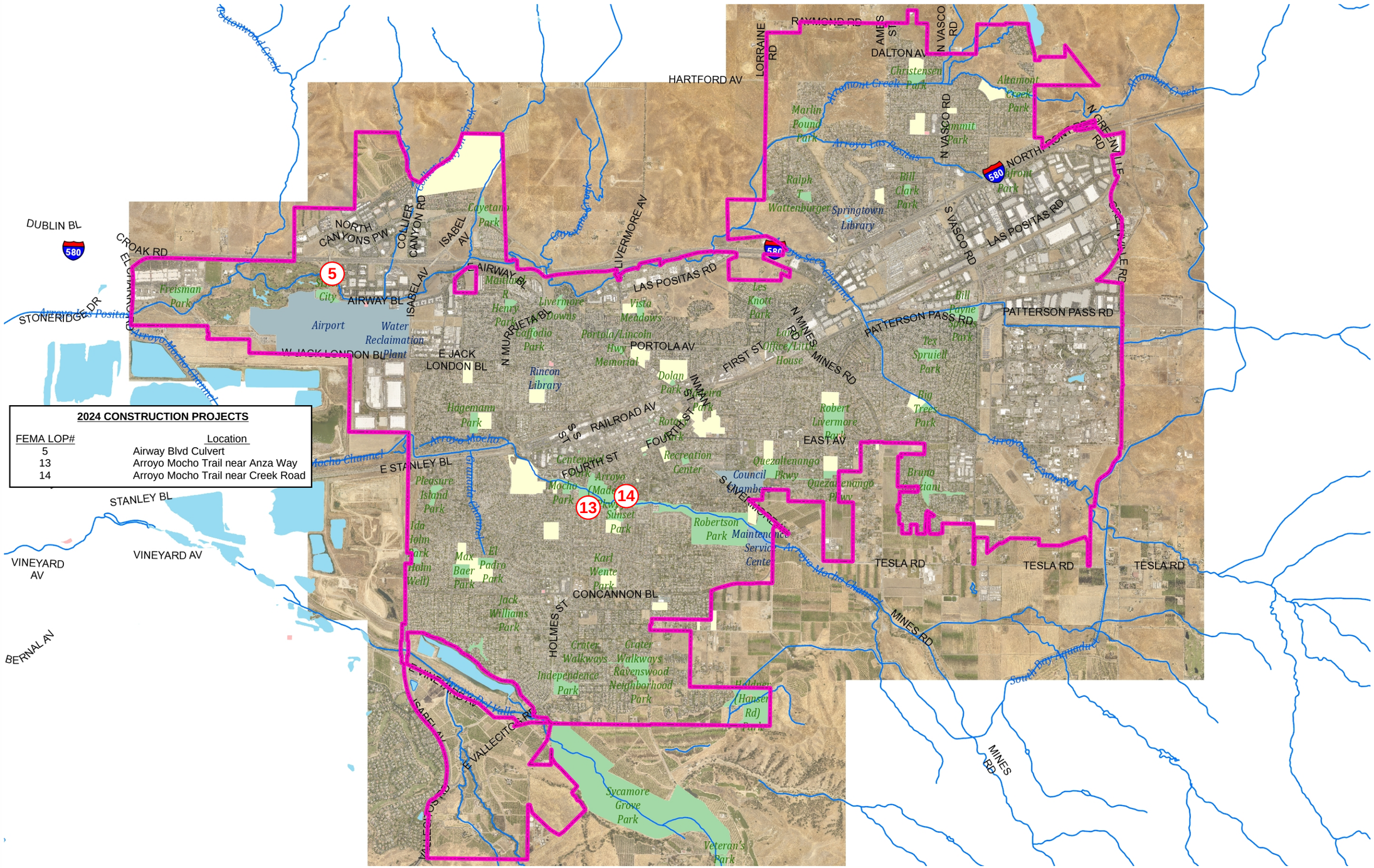
Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

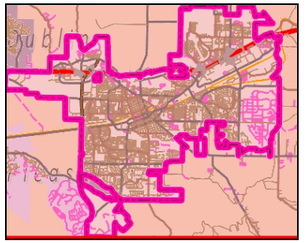
LIVERMORE CALIFORNIA

2023 Storm Damage Repair Site Map



2024 CONSTRUCTION PROJECTS

FEMA LOP#	Location
5	Airway Blvd Culvert
13	Arroyo Mocho Trail near Anza Way
14	Arroyo Mocho Trail near Creek Road



Legend

- City Limits
- Major Streets (> 62,500)
- Creeks
- Public Facilities (4500-100000)
- Park Names (4500-100,000)
- Lakes
- Creeks
- Public Facilities
  - Fire Station
  - Police Facility
  - Other Gov't Facility
- Schools
- Parks
- Airport
  - Fire Station
  - Police Facility
  - Other Gov't Facility

Date: 5/8/2024

1: 50,400

8,400.0 0 4,200.00 8,400.0 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_Ft_US
Information Technologies, GIS Division, City of Livermore

Notes

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING DELEGATION OF AUTHORITY TO THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT IN AN AMOUNT NOT-TO-EXCEED $1,000,000 FOR THE 2023 STORM DAMAGE REPAIR PROJECTS FOR REPAIRS AT ONE SITE ALONG ARROYO LAS POSITAS AND TWO SITES ALONG ARROYO MOCHO

(2023 Storm Damage Repair Projects S202300A and S202300P)

The 2022-23 winter storms caused significant damage to public facilities along some of the creeks that flow through the City of Livermore ("City"). During the summer of 2023, repairs to several damaged sites were completed.

There are additional sites that need to be repaired this summer, in 2024. The 2023 Storm Damage Repair Project (LOP 5, 13, & 14) will remove sediment and debris at the Airway Blvd Culvert at Arroyo Las Positas (LOP 5), restore exposed storm drain at the Arroyo Mocho Trail at Anza Way (LOP 13) and stabilize the bank at the Arroyo Mocho Trail at Creek Road (LOP 14).

These sites were submitted to the regulatory agencies for permitting under the Stream Maintenance Program and permits are expected to be issued in August 2024. The project was advertised in June 2024 and award of a construction contract is contingent upon regulatory permit approval. Regulatory agencies require work in the creek to be completed by October 15, 2024. The schedule between bid opening in July 2024 and regulatory permit approval in August, limits the construction window for work in the creek.

In August 2024, no City Council meetings are scheduled; therefore, City staff recommends that the City Manager be authorized to sign a construction contract up to $1,000,000. This will facilitate the commencement of critical repairs in August, aiming for completion by mid-October. Repairing these sites and removing debris and sediment at Airway Blvd. will restore creek flows before next winter's storms to mitigate flooding.

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

1. Delegates authority to the City Manager to award construction contracts in a total amount not-to-exceed $1,000,000 for the 2023 Storm Damage Repair Projects, S202300A and S202300P, in substantially similar form to the draft contract in Exhibit A, attached to this resolution, subject to the City Attorney's approval as to form of the final construction contracts and Risk Management's approval as to insurance; and to execute any change orders or amendments which do not exceed the not-to-exceed amount;

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

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

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Tara Mazzanti
Tara Mazzanti
Assistant City Attorney

Exhibit A – Draft Construction Contract

CONTRACT

This public works contract ("Contract") is entered into by and between the City of Livermore, a California Municipal Corporation ("City") and {Name of Contractor}, {a/an} {list contractor's state of registration here} {identify type of entity here} eg: a California corporation ("Contractor") for work on the 2023 Storm Damage Repair Project (LOP 5, 13, & 14), City Project No. S202300A & S202300P, FEMA DR 4683 ("Project").

The Parties Agree as Follows:

1. Award of Contract.

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

2. Contract Documents.

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

a. Bidding requirements (consisting of the Notice Inviting Bids; Instructions to Bidders; Bid Proposal; Bid Schedule, Subcontractor List, Noncollusion Declaration, Bid Bond, Bidder's Questionnaire, Payment Bond, Performance Bond, Warranty Bond); Exhibit A – FEMA Federal Provisions; Exhibit B – DBE Forms

b. General Conditions;

c. Special Conditions;

d. Division One Technical Specifications;

e. Appendix;

f. Index of Defined Terms;

g. Project Drawings and Specifications;

h. Bid Addenda, if any;

i. Change Orders, if any;

j. ALB Notice;

k. Notice to Proceed;

l. City Standard Specifications and Details;

m. And the following: no other documents

3. Contractor's Obligations.

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

4. Payment.

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

5. Time for Completion.

5.1. Substantial Completion

Contractor must achieve Substantial Completion, as that term is defined in the General Conditions, of the Project Work within 30 Working Days from the commencement date stated in the Notice to Proceed. ("**Substantial Completion Deadline**."). For this project, the Contractor shall also incorporate 2 of average anticipated inclement Weather Days into their bid estimate. Contractor shall be solely responsible for the extended overhead and profit for these weather days and shall not be compensated by the City in any way, reference Section 10.3 of the General Conditions and Section 013200-4.3 Contract Schedules for additional weather day information. **It is critically important to this Project that all work within the creek banks shown on the Project Drawings be completed prior to October 15, 2024 as shown in the Contract Schedule ("Creek Work")** because the Regional Water Quality Control Board prohibits the City from undertaking creek work after this date.

5.2. Final Completion

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

5.3. Early Completion.

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

6. Liquidated Damages.

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

6.1. Substantial Completion Deadline: Five thousand dollars ($ 5000) per day.

6.2. Final Completion Deadline: Five hundred dollars ($ 500) per day.

7. Labor Code Compliance.

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

7.1. Prevailing Wages.

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

7.2. DIR Registration.

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

8. Workers' Compensation Certification.

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

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

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

9. Notice.

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

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

10. General Provisions.

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

10.1. Assignment and Successors.

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

10.2. Third Party Beneficiaries.

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

10.3. Governing Law and Venue.

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

10.4. Amendment.

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

10.5. Integration; Severability.

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

11. Authorization.

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

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

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

	_____ Expiration Date(s)

END OF DOCUMENT

EXHIBIT A

FEDERAL PROVISIONS – FEMA

I. DEFINITIONS

A. Government means the United States of America and any executive department or agency thereof.

B. FEMA means the Federal Emergency Management Agency.

C. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

A. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non– Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

A. The Contractor agrees to provide the City, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

C. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date City makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the City, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

D. The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in the City's Agreement.

IV. DEBARMENT AND SUSPENSION

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.

C. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement, Contractor is the "prospective lower tier participant."

D. The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.

E. This certification is a material representation of fact relied upon by City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the City, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

A. The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of "federally assisted construction contract" under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of $2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of City's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to any requirements set forth in the Agreement.

A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at http://www.dir.ca.gov/lcp.asp.

B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for City, select "City of Livermore" In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

IX. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of $100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

A. Compliance: Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

B. Overtime: No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

C. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.

D. Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.

E. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs

A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

A. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

B. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

A. Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

1) The copyright in any work developed with the assistance of funds provided under this Agreement;
2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

A. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the City and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

B. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the City and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess $100,000, including indefinite quantities where the amount is expected to exceed $100,000 in any year)

A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air

Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

B. Contractor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.

C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

XV. TERMINATION FOR CONVENIENCE OF CITY (applicable to all contracts in excess of $10,000). See Agreement.

XVI. TERMINATION FOR DEFAULT (applicable to all contracts in excess of $10,000) Contractor's failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement. See Agreement.

XVII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. Contractor agrees to the provisions of Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of $100,000).

C. Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XVIII. MBE / WBE REQUIREMENTS

The City intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid/proposal shall be cause for a bid/proposal to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid/proposal to be rejected as non-responsive and/or be deemed a material breach of the contract.

- **A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- **B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- **C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- **D.** Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- **E.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- **F.** If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XIX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

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

XX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause City to be in violation of the FEMA terms and conditions.

I declare under penalty of perjury that I have read, understood, and agree to comply with all of the provisions set forth in Exhibit A.

_____ _____

Contractor Signature Date

ATTACHMENT A 1
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, City may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,

check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I declare under penalty of perjury that I have read, understood, and agree to comply with all of the provisions set forth in Attachment A 1.

_____ _____

Contractor Signature Date

Attachment A 2
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I declare under penalty of perjury that I have read, understood, and agree to comply with all of the provisions set forth in Attachment A 2.

_____ _____
Contractor Signature Date

EXHIBIT B
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE[1] subcontractors[2] and the estimated dollar amount of each subcontract.

Prime Contractor Name		Project Name
Bid/Proposal No.	Assistance Agreement ID No. (If known)	Point of Contact
Address		
Telephone No.	Email Address	
Issuing/Funding Entity:		

I have identified potential DBE certified subcontractors	O YES	O NO

Subcontractor Name/ Company Name	Company Address/Phone/Email	Est. Dollar Amt	Currently DBE Certified?

[1] A DBE is a Disadvantaged, Minority, Small or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205.

[2] Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services.

EXHIBIT B
DBE Subcontractor Performance

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CRF Part 33 Section 33.302(c).

Prime Contractor Signature	Print Name
Title	**Date**

EXHIBIT B
DBE Subcontractor Performance

This form is intended to capture the DBE[3] subcontractors'[4] description of work to be performed and the price of the work submitted to the prime contractor. Prime contractor is required to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package unless subcontractors will not be used.

Subcontractor Name		Project Name
Bid/Proposal No.	Assistance Agreement ID No. (If known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name	Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
BDE Certified by ○ **DOT** ○ **SBA** ○ Other: _____	Meets/ exceeds FEMA certification standards: ○ YES ○ NO ○ Unknown	

[3] A DBE is a Disadvantaged, Minority, Small or Woman Business Enterprise that has been certified as described in 40 CFR 33.204-33.205

[4] Subcontractor is defined as a company, firm, joint venture or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EXHIBIT B
DBE Subcontractor Performance

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CRF Part 33 Section 33.302(c).

Prime Contractor Signature	Print Name
Title	**Date**

Subcontractor Signature	Print Name
Title	**Date**

LIVERMORE
CALIFORNIA

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

DATE: July 8, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Resolutions accepting the recommendation of the Altamont Landfill Open Space Committee to authorize the City's grant requests, finding that acquisitions are categorically exempt from CEQA, authorizing the City Manager to enter into Purchase and Sale Agreements for open space land, and appropriating funds from the Dougherty Valley Settlement Agreement and the Open Space Acquisition and Management Account. Locations: Hartford Hills Property (82 acres – APNs: 902-9-3-1, 902-9-3-2) and Greenville Road Property (125.5 acres - APN: 99B-5685-12)

RECOMMENDED ACTION

Staff recommends the City Council adopt separate resolutions to:

1. Accept the recommendation of the Altamont Landfill Open Space Committee to authorize the City of Livermore's grant requests for the Hartford Hills Property (in the amount of $980,000) and the Greenville Road Property (in the amount of $1,284,000) for a total grant request of $2,264,000; and determine that the Altamont Landfill Open Space Committee's recommended expenditure of Open Space Account funds is not a project under California Environmental Quality Act (CEQA) Guidelines section 15378.
2. Determine the acquisitions are categorically exempt from CEQA in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands to preserve the land in its natural condition.
3. Authorize the City Manager to enter into two Purchase and Sale Agreements and execute all other documents necessary to acquire the Hartford Hills Property (82 acres – APNs: 902-9-3-1, 902-9-3-2), and the Greenville Road Property (125.5 acres - APN: 99B-5685-12); and
4. Appropriate funds from the Dougherty Valley Settlement Agreement (Fund 925) for the amount of $980,000 to acquire the Hartford Hills Property (82 acres – APNs: 902-9-3-1, 902-9-3-2) and appropriate $856,000 from the Open Space Acquisition and Management Account (Fund 642) for the Greenville Road Property (125.5 acres - APN: 99B-5685-12).

SUMMARY

The City is proposing to purchase fee title of two properties for open space preservation and conservation. Both properties have significant biological, scenic and/or recreational value. The properties are outside of the City limits and outside the North Livermore Urban Growth Boundary in unincorporated Alameda County. The properties are listed below as well as the total cost to purchase them including transaction costs:

- 82-acre Hartford Hills property - $1,960,000
- 125-acre Greenville Road property - $2,140,000

The City actively engages in acquiring land for open space preservation and conservation using a variety of dedicated open space acquisition funding sources. Staff engages with willing property sellers on the open market to purchase land and secure it as open space in perpetuity. The City coordinates the acquisitions with partner agencies such as Tri-Valley Conservancy to establish conservation easements and long-term stewardship of the land. In July and November of 2023, the City Council authorized staff to enter negotiations with three separate property owners to acquire the properties for open space and conservation purposes. Staff has negotiated purchase and sale agreements with two out of the three properties.

- Policy Implementation (POLI) 24-003 - Hartford Hills Property – 82 acres (APNs: 902-9-3-1 and 902-9-3-2)
- Policy Implementation (POLI) 24-005 - Greenville Road Property – 125.5 acres (APN: 99B-5685-12)

On March 15, 2024, the Altamont Landfill Open Space Committee approved the City of Livermore's sponsored grant applications for each of the two proposed properties including a third grant request for the Altamont Hills Property (32-acres - APN: 99B-5680-4). The Altamont Hills property is under considerations as staff continues to negotiate with the property owner's representative. The Altamont Hills property may be presented to the City Council at a future date.

On April 16, the Planning Commission adopted three separate resolutions (including the Altamont Hills Property) approving Consistency Determinations finding the City's proposed acquisitions of the three properties to be consistent with Livermore's 2003 General Plan. The property owner representatives and the City have agreed on terms for the acquisitions of the Hartford Hills Property and the Greenville Road Property. Staff is in negotiations to acquire the Altamont Hills Property. The City Council is responsible for authorizing the City Manager to execute the Purchase and Sale Agreement for each property and appropriating funds to purchase real property.

DISCUSSION

BACKGROUND

The City of Livermore ("City") has acquired or helped to acquire and permanently protect over 1,000 acres of open space land. Currently, the City owns nearly 340 acres of land in Doolan Canyon and approximately 300 acres of alkali wetlands, and sensitive habitat in Springtown. The City protects open space land to achieve strategic goals, including:

- Maintain and enhance biological diversity
- Secure land for agricultural conservation

- Support climate resilience and mitigation programs
- Provide non-motorized recreational opportunities
- Preserve scenic value; and
- Manage watershed and address flood control

Following acquisition of open space land, a crucial step is stewarding the land and ensuring it is properly managed for its conservation values. City staff accomplishes this step by encumbering the land with a conservation easement (held by Tri-Valley Conservancy for example) and establishing a non-wasting endowment to fund management of the land in perpetuity.

In July and November of 2023, the City Council authorized staff to enter into negotiations with three separate property owners to acquire in fee title of three properties for open space and conservation purposes. Staff has negotiated a purchase and sale agreement with two out of the three properties. The two properties proposed for purchase are located outside of the city limits and outside of the North Livermore Urban Growth Boundary. Both properties (hereinafter collectively referred to as "the Properties") are listed below:

- Hartford Hills Property – 82 acres (APNs: 902-9-3-1 and 902-9-3-2)
- Greenville Road Property – 125.5 acres (APN: 99B-5685-12)

Funding for the proposed land acquisitions would come from the Altamont Landfill Settlement Agreement Open Space Fund, Vasco Road Landfill Open Space Fund, Dougherty Valley Settlement Agreement, and the City's Open Space Funds.

<u>Altamont Landfill Settlement Agreement Open Space Fund</u>

In 1999, Alameda County, the Cities of Livermore and Pleasanton, Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County entered into the Altamont Landfill Settlement Agreement to resolve litigation. The Settlement Agreement resolved a challenge to the proposed expansion of the Altamont Landfill and created the Altamont Landfill Settlement Agreement Open Space Fund. Specifically, the Settlement Agreement limits landfill expansion and waste imports and requires the operator to collect a $0.75 per ton fee for open space acquisition.

<u>Vasco Road Landfill Open Space Fund</u>

On May 4, 2006, the Alameda County Board of Supervisors upheld a County Planning Commission approval of an amended Conditional Use Permit allowing continued landfill and recycling activities at the Vasco Road Landfill. Consistent with the language in the Altamont Settlement Agreement, the approval requires the Vasco Road Landfill operator (Republic Services, Inc.) to collect the same per-ton fees as the Altamont Landfill operator (Waste Management of Alameda County, Inc.). The Vasco Road Landfill Conditions of Approval require the collection and expenditures of fees to be identical to the Altamont Landfill Settlement Agreement.

<u>Altamont Landfill Open Space Committee</u>

The Altamont Landfill Open Space Committee ("Open Space Committee") reviews potential land acquisitions for consistency with both Settlement Agreements and recommends expenditures of funds

(from the two landfill funds described above) used solely for purchase of properties in Alameda County to protect natural resources, biodiversity, scenic value, and recreational opportunities. The Committee reviews grant applications to permanently preserve open space through fee acquisition and easements.

The Committee is comprised of four members: one member appointed by the Board of Supervisors, one member appointed by the Livermore City Council, one member appointed by the Pleasanton City Council and one member appointed by the Sierra Club. A representative of the City of Dublin may participate as a non-voting member.

Rotating Livermore City Council members provide representation on the Committee. Vice Mayor Carling is the current Livermore representative. The Open Space Committee reviewed the recommended property acquisitions on March 15, 2024 (see discussion below). To date, the City Council has approved the Open Space Committee's recommendations to distribute funds for 10 acquisitions in the eastern acquisition priority area, as summarized in Attachment 1: Table 1.

Dougherty Valley Settlement Agreement (Dougherty Agreement)

In November 1999, Citizens for Balanced Growth, the City of Livermore, and Zone 7 Water Agency settled litigation over water supply to portions of Contra Costa County. The Agreement to Settle Water Litigation (Dougherty Agreement), required Windemere and/or its successors to pay the City of Livermore $1,000 per residential unit as an open space conservation fee. The fee was subject to an annual CPI adjustment and averaged approximately $1,056 per residential unit over the 10-year buildout. All 5,170 units are built, and the Dougherty Valley project areas have been annexed into the City of San Ramon.

The Dougherty Agreement funds are for acquisitions from willing sellers of permanent easements or fee title for conservation or agricultural preservation purposes. Priorities for funding are for acquisitions, including permanent trails, open space, or agricultural preservation easements from willing sellers in areas north of I-580 and east of Collier Canyon Road within Alameda County.

PROJECT DESCRIPTION

The City is proposing to purchase in fee title of two properties for open space preservation and conservation. Both properties have significant biological, scenic and/or recreational value. The properties are outside of the City limits and outside the North Livermore Urban Growth Boundary in unincorporated Alameda County (see attachment 2). The properties are listed below as well the total cost to purchase them including transaction costs:

- 82-acre Hartford Hills property - $1,960,000
- 125-acre Greenville Road property - $2,140,000

STAFF ANALYSIS

Both properties are in unincorporated Alameda County and outside of the North Livermore Urban Growth Boundary. The properties are strategically located to preserve the open space buffers around Livermore and satisfy the City's General Plan and Active Transportation Plan objectives. The properties have a City General Plan Land Use designation of Large Parcel Agriculture (LPA) and Alameda County zoning designation of Agriculture (A).

The City's LPA designation is derived from the Alameda County East County Area Plan (ECAP) and applies to locations outside the City's Urban Growth Boundary (UGB) but within the City's designated "Planning Area". The intent of the LPA designation includes agriculture support uses. If acquired, the City would own and manage the properties as permanently preserved open space. Staff proposes that the City acquire both properties in fee title.

Preserving the subject properties as open space in perpetuity would reinforce the Urban Growth Boundary, permanently preclude suburban expansion, and preserve natural lands in these areas. Acquiring the properties for permanent open space would stabilize the property's land use and allow permanent preservation through long-term management agreements with the City's partner agencies.

Consistent with the City Council's prior direction, City staff has negotiated purchase agreements with the property owner representatives for both properties. On April 16, 2024, the Planning Commission adopted resolutions finding the property acquisitions to be consistent with General Plan Policies for open space and conservation purposes (see General Plan Consistency discussion below). The City Council is responsible for authorizing the purchase and identifying the appropriating funding sources. Staff recommends the Council authorize the City Manager to execute the Purchase and Sale Agreements and all other documents necessary to acquire the properties.

Altamont Landfill Open Space Committee Funding Approval

On March 15, 2024, the Altamont Landfill Open Space Committee (Committee) approved grant applications for three properties. Staff has negotiated purchase and sale agreements with two out of the three properties. The properties are listed below as well the approved grant amounts.

- Hartford Hills Property in the amount of $980,000
- Greenville Road Property in the amount of $1,284,000.

According to the Altamont Landfill Settlement Agreement, the Livermore City Council and the Alameda County Board of Supervisors shall take affirmative action on Committee expenditure recommendations. The actions must be in conformance with the Settlement Agreement provisions and must align with Livermore General Plan policy.

The Settlement Agreement's first priority is for the preservation of native biological diversity and/or wildlife habitat. The second priority is for the acquisition of property with significant value for visual character and/or non-motorized recreation. Additional criteria developed and utilized by the Open Space Committee includes Strategic Value in Land Protection, Additional Funding Sources, and Willing Sellers. Both property acquisitions are consistent with each priority criteria as described below.

Staff recommends the City Council confirm that the Committee's expenditure recommendations are consistent with the Altamont Landfill Settlement Agreement and the Livermore General Plan.

Citizens for Balance Growth

Section 6(d)(i) of the Dougherty Settlement Agreement contains the following clause related to the expenditure of funds from the settlement:

"City staff will meet and confer with [Citizens for Balanced Growth] prior to formulating its recommendations for acquisitions."

Consistent with the Dougherty Settlement Agreement, City staff made numerous attempts to meet-and-confer with Citizens for Balanced Growth (CBG) concerning the recommended expenditure of settlement funds to acquire the Properties for conservation and habitat preservation. City staff made requests in December, January, February, and March. City staff made a final request to meet-and-confer by April 24, 2024 (see attachment 6). Despite these repeated requests to meet-and-confer, CBG has not met with City staff. Based on the lack of communication and response from CBG, and consistent with the Dougherty Agreement, staff has concluded that CBG does not support the expenditure of Dougherty Valley settlement funds for the Hartford Hills Property listed in this staff report.

Staff recommends the City Council appropriate funds from the Dougherty Valley Settlement Agreement account for the total amount of $980,000 to provide approximately 50 percent of the acquisition cost for the Hartford Hills Property (82 acres - $980,000).

<u>Hartford Hills Property</u>

The Hartford Hills property, consisting of two adjacent parcels, is located within unincorporated Alameda County, north of Interstate 580 and to the west of the City boundary adjacent to Springtown (see attachment 3). The approximately 82-acre property contains potential habitat for special status species and potential regulated wetlands and/or waters, and the property is geographically suited as a wildlife corridor. Further, the property is strategically located to preserve the open space buffer around Livermore and satisfies City General Plan and Active Transportation Plan objectives as explained below.

During the Open Space Committee meeting on March 15, 2024, City staff presented a grant request for $980,000 to acquire the Hartford Hills property. Additional funding will be provided through the City's Dougherty Valley Settlement Agreement Open Space Funds. The grant request included components and costs as shown in Attachment 1: Table 2.

The property generally consists of rolling hillsides, annual grassland, perennial and ephemeral drainage, a seasonal wetland/ vernal pool, and a stock pond. According to a Biological Assessment conducted by Olberding Environmental Inc, dated September 2023 (the Biological Assessment), the Arroyo Las Positas meanders through the property, with well incised and densely vegetated banks. The northeastern portion of the property also contains wetland depressions and upland mounds, with numerous ground squirrel burrows across the site.

The Biological Assessment notes that the natural features described above have the potential for jurisdictional waters and special status plant and wildlife species. Specifically, such perennial waters and seasonal wetlands with emergent vegetation provide highly suitable breeding and foraging habitat and supports California Red Legged Frog (CRLF), a Special Status Species.

The property provides a critical trail linkage identified in Livermore's Active Transportation Plan. The proposed Trail T-6 would extend across the property, connecting the existing Arroyo Las Positas trail to the north of Ponderosa Drive with the Las Colinas overpass. Trail T-6 would link Springtown with the rest of Livermore and provide a comfortable bike and pedestrian crossing of Interstate-580, and Trail T-6 cannot be completed without access across the subject property. For these reasons, the property offers

significant visual and non-motorized recreational value. Finally, Trail T-6 will be added to the City's CIP list for construction within the next five years.

The property owner is a willing seller. Securing the subject property for permanent open space would stabilize the current land use and maintain the existing greenbelt in this area.

Greenville Road Property

The 125.5-acre Greenville Road Property is located approximately 1/2 mile east of Greenville Road, south of Interstate-580 (see Attachment 4). The Greenville Road Property is part of the Diablo Range, receives the highest ratings for Bird Areas and Critical Linkage from the the University of California Agriculture and Natural Resources mapping database (the Natural Resources Database), is within Federally designated critical habitat for the California Red Legged Frog, and is located within potential upland habitat for the Federally designated California tiger salamander. Additionally, according to the East Alameda County Conservation Strategy, the property is in Conservation Zone (CZ) 9. The annual grassland in CZ-9 supports various focal species, including non-breeding amphibian habitat, burrowing owl, American badger, and San Joaquin kit fox. The City's long-term interest in the property is preservation in perpetuity for open space, while recognizing the significance of cattle grazing to the Livermore Valley's cultural heritage and management of the property's biological resources

The 125-acre property is strategically located and geographically suited to preserve the greenbelt around the City of Livermore and provide opportunities for wildlife connectivity with emphasis on safe crossings under I-580 which is a significant barrier. The Greenville Road Property is situated on the south side of I-580 across the freeway from the Altamont Hills Property (currently in negotiations), which is located on the north side of I-580. Purchasing the Greenville Road property, on the southside of I-580, would present the City and its partners the opportunity to establish a conservation easement and provide a wildlife connection under a major freeway. Staff is currently in negotiations to acquire the Altamont Hills Property on the northside of I-580. The Alameda County Resource Conservation District (the Resource Conservation District) has identified the underpass below I-580 as an important wildlife movement area. The Resource Conservation District and the UC Davis Road Ecology Center conducted a Wildlife Presence Research Report which identified the freeway underpass as a high wildlife activity area.

The Committee approved a grant request for 60% ($1,284,000) of the total $2,140,000 acquisition cost, including components and costs as shown in Attachment 1: Table 3. Additional funding will be provided through City's Open Space Funds.

The property owners are willing sellers. The Greenville Road Property will be owned and managed as open space by the City of Livermore and potentially in partnership with Tri-Valley Conservancy and Resource Conservation District. The City may enable cattle grazing to maintain the property's biological resources and work with partner agencies and organizations to help facilitate enhancement for wildlife crossings.

General Plan Consistency

Government Code Section 65402(a) requires that if a General Plan has been adopted, no real property shall be acquired by dedication or otherwise for public purposes until the location, purpose, and extent of such acquisition has been reported upon by the planning agency as to conformity with its adopted

General Plan. On April 16, 2024, in accordance with Government Section 65402(a), the Livermore Planning Commission adopted separate resolutions, making the necessary findings, and determined the City's acquisition of the properties is in conformance with Livermore's 2003 General Plan and implements the General Plan goals, objectives, policies, and strategies outlined in the resolutions (see Planning Commission Resolutions contained in Attachments 12 and 15). The Planning Commission meeting minutes are contained in Attachment 5.

ENVIRONMENTAL DETERMINATION

The allocation of funds towards the acquisition of real property is not considered a "project" under California Environmental Quality Act and CEQA Guidelines Section 15378. A project is defined as: the whole of an action, which has the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Allocating funds would not approve a physical development project, would not physically change the environment, and would help to preserve natural habitat. Therefore, no environmental review is required for the funding allocations.

The property acquisitions are categorically exempt from CEQA in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands where the purpose of the acquisition is to preserve the land in its natural condition.

FISCAL AND ADMINISTRATIVE IMPACTS

The initial cost of the property acquisitions would have no impact on the City's General Fund. The purchase price plus the transaction costs will be paid by the dedicated open space funding sources described above and summarized below. The acquisitions will have the following effects on the funding sources used in the acquisitions:

• The Altamont Landfill Settlement Open Space Fund for East Acquisition Priority Area expenditures would be reduced by $2,264,000, which would go to the Hartford Hills Property in the amount of $980,000 and Greenville Road Property in the amount of $1,284,000. These expenditures would reduce the fund from its current balance of approximately $21,616,000 to $19,352,000.

• The Dougherty Valley Settlement Agreement (Fund 925) would be reduced by $980,000 to acquire the Hartford Hills Property, reducing the fund from its current balance of approximately $5,028,960 to $4,048,960.

• The City's Open Space Acquisition and Management Account (Fund 642) would be reduced by $856,000 to acquire the Greenville Road Property, reducing the fund from its current balance of approximately $2,933,120 to $2,077,120.

As the landowner, the City would be responsible for stewarding the land, ensuring it is properly managed for its conservation values, and incurring typical property management costs. The City's Open Space Conservation Program achieves this in a variety of ways.

Firstly, staff anticipates using best practices to minimize maintenance costs through grazing agreements with ranchers, similar to other open space properties the City owns. In addition, the City staff will work with its open space consultants and land conservancy partners (e.g. Tri-Valley Conservancy) to establish

permanent conservation easements and restore and enhance habitat on these properties through the sale of mitigation values. The sale of mitigation values results in a permanent conversation easement, long term management planning, and provides dedicated funding to cover the long-term maintenance costs through a non-wasting endowment. Any future conservation easement sale would return to Council for authorization.

The annual maintenance costs can vary depending on the particular property attributes. On average, the City can anticipate an approximate range of between $10,000 to $15,000 per year for maintenance. As noted above, these costs can be offset or eliminated if the City is able to identify mitigation value and sell mitigation credits on the properties. Council created the Open Space Mitigation Revenue Fund (Fund 642) to cover ongoing maintenance costs on open space land. Fund 642 is a special account generated from revenues received from the sale of mitigation values on City owned property. Funds are restricted to open space management (for properties not held under easement or with dedicated long term management fund) and for open space acquisitions.

COMMUNITY PILLAR
3: Environmental Stewardship

GOAL
1: Lead Efforts to Implement the Updated Climate Action Plan in Collaboration with Internal and External Partners

ATTACHMENTS

1. Financial Analysis
2. Property Acquisitions Map
3. Location Map - Hartford Hills Property
4. Location Map - Greenville Road Property
5. Planning Commission Meeting Minutes
6. Letter to Citizens for Balanced Growth
7. Public Comment
8. Resolution - Hartford Hills Concurrence of Funds
9. Resolution - Greenville Road Concurrence of Funds
10. Resolution - CEQA Hartford Hills Property
11. Resolution - CEQA Greenville Road Property
12. Resolution - Hartford Hills Authorizing City Manager
13. Exhibit A - Planning Commission Resolution
14. Exhibit B - Hartford Hills Purchase and Sale Agreement
15. Resolution - Greenville Road Authorizing City Manager
16. Exhibit A - Planning Commission Resolution
17. Exhibit B - Greenville Road Purchase and Sale Agreement
18. Resolution - Hartford Hills Acquisition Funding
19. Resolution - Greenville Road Acquisition Funding

Prepared by: Kam Purewal
Associate Planner

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

CITY OF LIVERMORE CALIFORNIA

Table 1: Approved Acquisitions in the eastern acquisition priority area

City Council Date	Grant Amount	Acres	Acquisition Entity	Location
February 25, 2008	$200,000	80	East Bay Regional Park District	Adjacent to Del Valle Regional Park (Newbury Property)
July 13, 2009	$1,040,465	107	City of Livermore	Doolan Road adjacent to UGB and City Boundary
September 27, 2010	$300,000	74	Tri-Valley Conservancy	Bobba Property off Arroyo Road near the Veteran's Hospital
October 25, 2010	$2,000,000	633	East Bay Regional Park District	Doolan Ranch
June 27, 2011	$1,000,000	65	East Bay Regional Park District	Farber Property
October 28, 2013	$420,000	81	City of Livermore	Doolan Road north of City-owned properties
December 9, 2013	$500,000	79	East Bay Regional Park District	Eddie's Flat between Vasco and Lauglin Road
October 27, 2017	$132,200	2	East Bay Regional Park District	Gosselin Staging Area and Trail Easement into Doolan Canyon Preserve
December 10, 2018	$1,000,000	137	City of Livermore	Doolan Road adjacent to Dublin and in proximity to Doolan Ranch
January 29, 2019	$500,000	0	Tri-Valley Conservancy	Shadow Cliffs to Del Valle Trail Bridge
November 27, 2023	$145,810	0	California Rangeland Trust	DC Ranch Conservation Easement
Total	**$7,238,475**	**1,258**		

Table 2 – Hartford Hills Property ALOSC Grant Request

Itemized Expenses (estimated)	
Purchase Price	*$1,920,000 ($23,415/acre)*
Transaction Costs (appraisal/ staff/ legal/title/ escrow)	*$40,000*
Total Project Cost	**$1,960,000**
Funding from ALOSC	*$980,000 (50% of total cost)*
Funding from City of Livermore – Livermore Open Space Funds	*$980,000 (50% of total cost)*

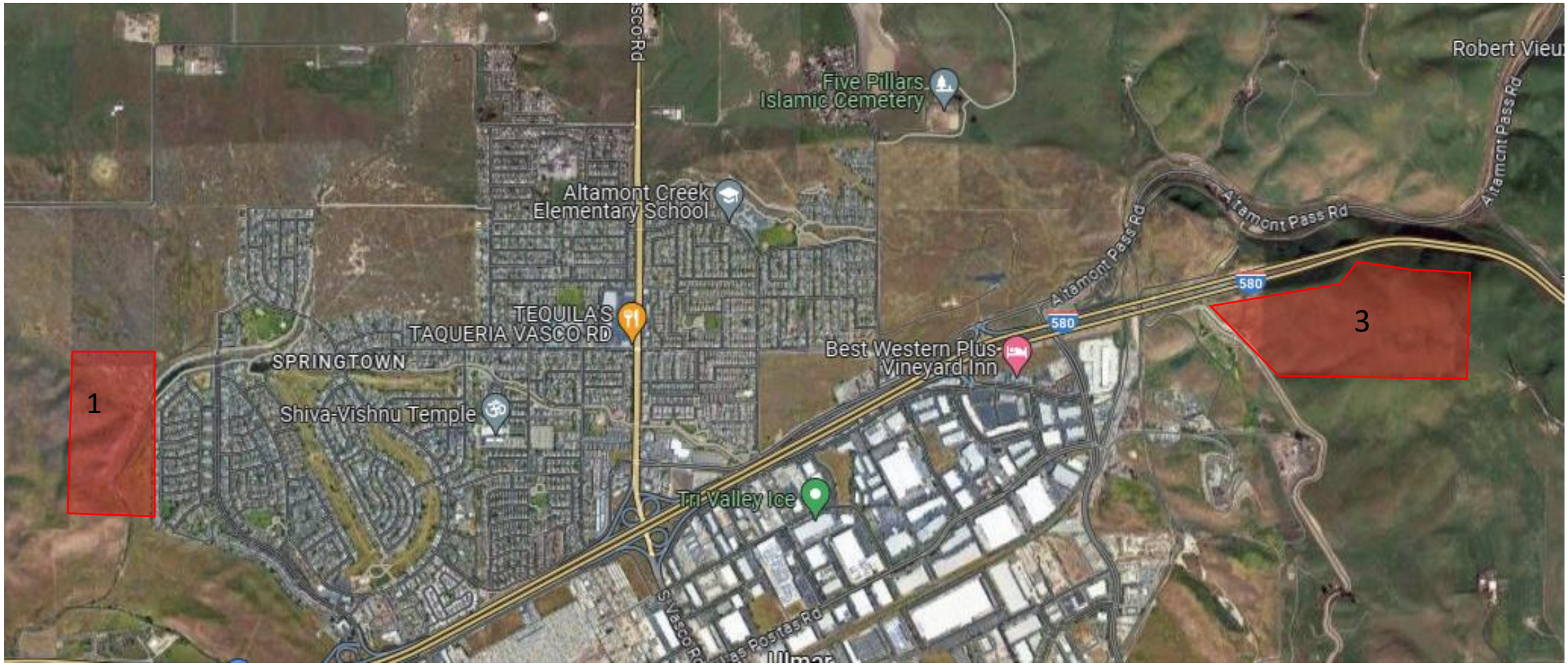
Table 3 – Greenville Road Property ALOSC Grant Request

Itemized Expenses (estimated)	
Purchase Price	*$2,100,000* ($16,800/acre)
Transaction Costs (appraisal/ staff/ legal/title/ escrow)	*$40,000*
Total Project Cost	**$2,140,000**
Funding from ALOSC	*$1,284,000*
Funding from City of Livermore – Livermore Open Space Funds	*$856,000*

Proposed Property Acquisitions

ATTACHMENT 2

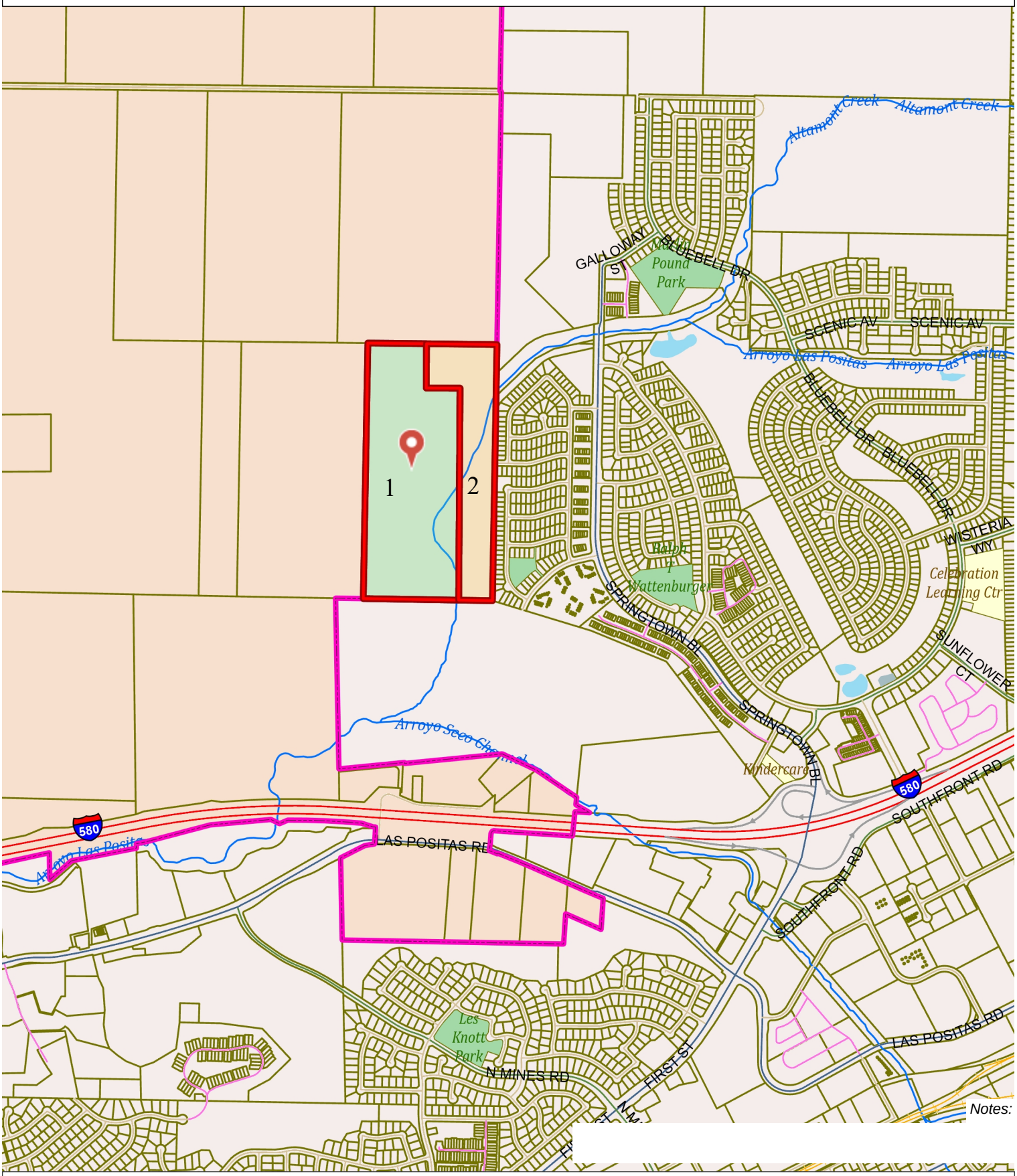
1. Hartford Hills Property
2. Greenville Road Property



*Not exact property lines. (see location maps for each property)

LIVERMORE CALIFORNIA

Hartford Hills Property



Notes:

2,666.7 0 1,333.33 2,666.7 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_

Livermore IT, GIS Services

Scale: 1: 16,000

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

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Hartford Hills Property

ATTACHMENT 4

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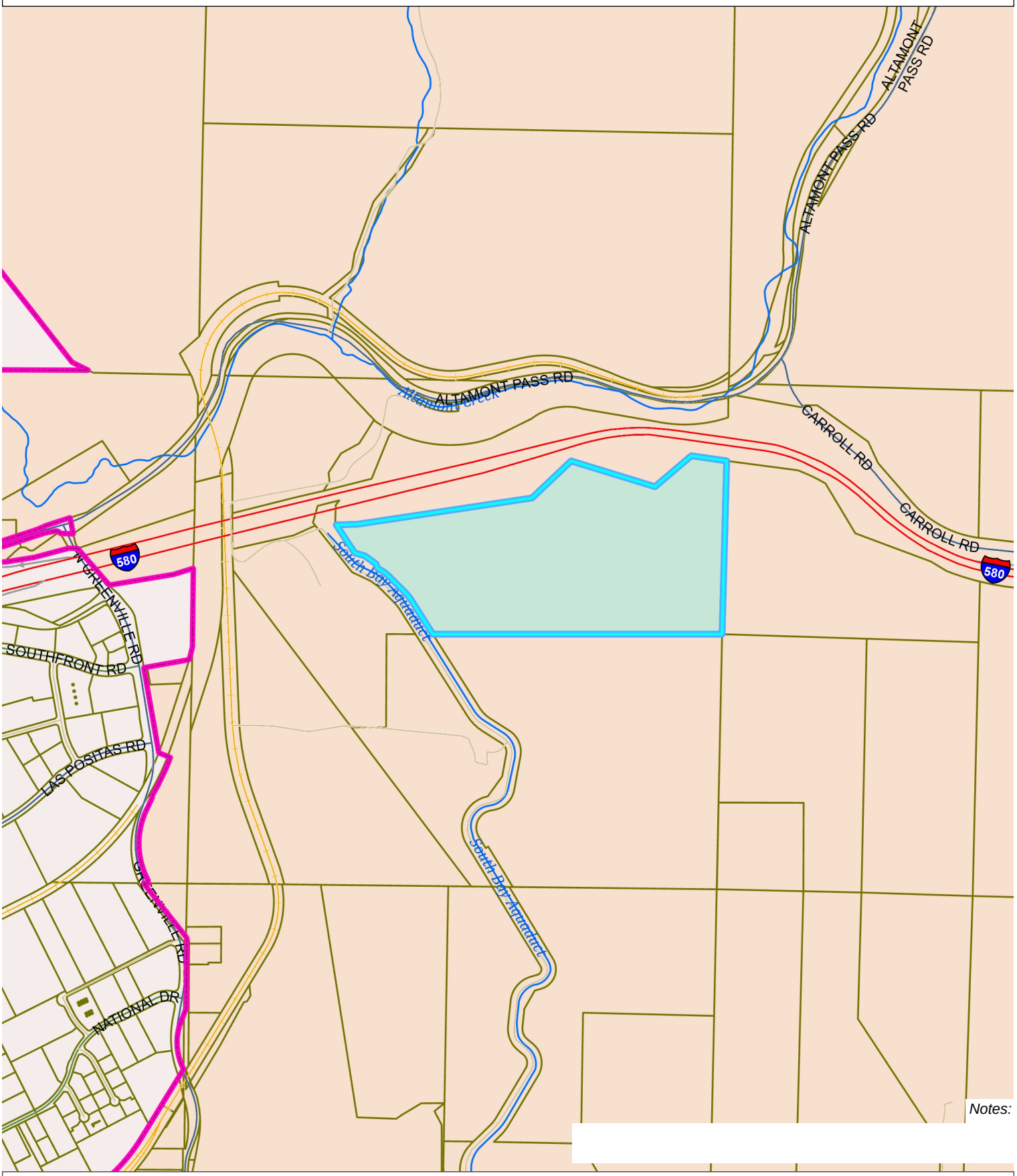
Greenville Road Property



Notes:

2,666.7 0 1,333.33 2,666.7 Feet

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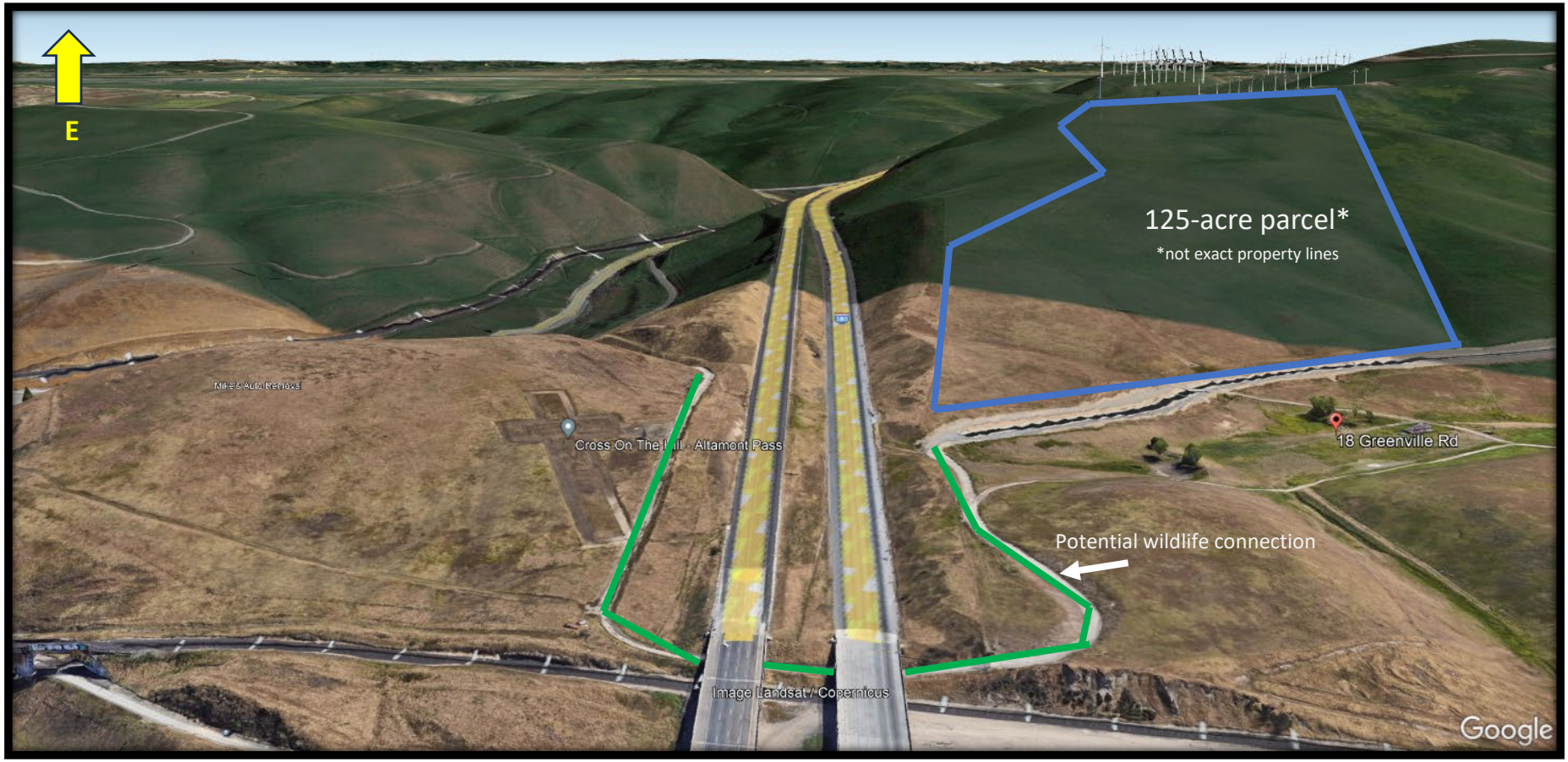
Greenville Road Property



ATTACHMENT 4
E
125-acre parcel*
*not exact property lines
Altamont Pass Rd
Altamont Pass Rd
Goecken Rd
Mike's Auto Removal
580
18 Greenville Rd
Cross On The Hill - Altamont Pass
Potential wildlife connection
Altamont Pass Rd

LIVERMORE
CALIFORNIA

PLANNING COMMISSION
APRIL 16, 2024

REGULAR MEETING

1. CALL TO ORDER – The meeting of the Planning Commission was called to order by Chairperson Jacob Anderson at 7:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Chairperson Jacob Anderson, Vice-Chairperson Yolanda Fintschenko, Commissioner Steven Dunbar, Commissioner Daniel Leary, Commissioner Tracy Kronzak.

PLEDGE OF ALLEGIANCE

3. OPEN FORUM – NONE.

4. CONSENT CALENDAR

4.1 Approval of the March 5, 2024 Planning Commission Draft Meeting Minutes.

Recommendation:
Staff recommends the Planning Commission approve the draft minutes.

ON THE MOTION OF COMMISSIONER DUNBAR, SECONDED BY COMMISIONER FINTSCHENKO AND CARRIED ON A 5-0 VOTE, THE PLANNING COMMISSION APPROVED THE CONSENT CALENDAR.

5. PUBLIC HEARINGS – NONE.

6. MATTERS FOR CONSIDERATION – NONE

6.1 Consideration of General Plan Consistency Determinations for the acquisition of three properties for open space and conservation purposes.

Recommendation:
Staff recommends the Planning Commission adopt three separate resolutions approving Consistency Determination (CD) 24-001, Consistency Determination (CD) 24-002, and Consistency Determination

(CD) 24-003, finding the City's acquisition of the following three properties for open space and conservation is consistent with Livermore's 2003 General Plan.

1. Consistency Determination (CD) 24-001 - 82 acres (Hartford Hills Property - APNs: 902-9-3-1, 902-9-3-2)
2. Consistency Determination (CD) 24-002 - 32 acres (Altamont Hills Property - APN: 99B-5680-4)
3. Consistency Determination (CD) 24-003 - 125.5 acres (Greenville Road Property - APN: 99B-5685-12)

Associate Planner Kam Purewal presented the staff report.

Chairperson Anderson opened the public comment period.

David Furst, Sierra Club, indicated the Sierra Club provided grant funds to purchase the three properties and he suggested the cross be removed from the property.

Jean King indicated support for the purchase of the three properties to support the City's goals for biological diversity, open space, flood control and non-motorized uses and in keeping with the Livermore Urban Growth Boundary. She encouraged the City to work with the Tri Valley Conservancy to establish easements in perpetuity and concurred that the City should remove the cross from the property.

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

Commissioner Kronzak indicated review of the Community Character and Open Space policies in the General Plan.

In response to Commissioner Dunbar, Associate Planner Purewal and Economic Development Manager Andy Ross discussed the goal for Trail 6 to be completed within five years based on resources; allowable uses in the agricultural zone; and purpose of nonwasting endowment. Staff indicated it would provide data on noise and lights from the freeway impacting the parcels and confirmed that the trail was within the Active Transportation Plan but not as imminent as the Hartford Hills Trail.

Commissioner Leary pointed out benefits of the parcels including providing a permanent buffer to urban sprawl, preserving scenic corridors, maintaining rural character and the recreation aspect.

In response to Commissioner Dunbar, Associate Planner Purewal and Economic Development Manager Ross indicated the properties were owned by private sellers and within the jurisdiction of the County; due diligence would be conducted; and the powerline towers were for PG&E. Staff explained that the parcels would allow stormwater and flood control issues in alignment with the City's Climate

Action Goals.

In response to Vice Chair Fintschenko, Associate Planner Purewal and Economic Development Manager Ross confirmed that the Hartford Hills property roadway, utilities and sidewalk would no longer be extended; purchasing both properties would increase the opportunity to establish wildlife crossings; ownership under the freeway and efforts to work to preserve then enhance the property; the Climate Action Plan supported acquisition of parcels; and the relationship between the General Plan and Climate Action Plan.

Commissioner Kronzak confirmed the ultimate destination of the T6 Trail.

Chair Anderson confirmed that the Planning Commission was tasked with determining the acquisition met the policies and goals of the 2003 General Plan but they would likely comply with the updated General Plan. He stated the acquisition would also fulfill the requirements of the Conservation and Open Space Elements and was consistent with current General Plan.

Commissioner Dunbar asked the status of the cross property. Economic Development Manager Ross stated a determination had not been made on what the City would do moving forward. Commissioner Dunbar indicated he could make the finding that acquisition furthered the General Plan policies.

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

Resolution 06-24 approving Consistency Determination (CD) 24-001 for the acquisition of approximately 82 acres (Hartford Hills Property – APNs: 902-9-3-1, 902-9-3-2)

Resolution 07-24 approving Consistency Determination (CD) 24-002 for the acquisition of approximately 32 Acres (Altamont Hills Property – APN: 99b-5680-4)

Resolution 08-24 approving Consistency Determination (CD) 24-003 for the acquisition of approximately 125.5 acres (Greenville Road Property – APN: 99b-5685-12)

7. MATTERS INITIATED BY PLANNING COMMISSION AND STAFF

Commissioner Dunbar expressed concern with bicycle safety.

The Commissioners commended Senior Assistant City Attorney Kim Cilley and wished her well in future endeavors.

Senior Assistant City Attorney Kim Cilley stated no appeal was filed in the Forum Mobility decision.

8. ADJOURNMENT – at 7:46 pm to a Regular Planning Commission Meeting on Tuesday, May 7, 2024, at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

LIVERMORE
CALIFORNIA

April 9, 2024

Doug Mann
On behalf of Citizens for Balanced Growth
Sent via Email to: doug@citizensforbalancedgrowth.org

Michael Ferruci
On behalf of Citizens for Balanced Growth
Sent via Email to: frettedfriend@gmail.com

RE: Dougherty Valley Settlement Fund Recommendation
Acquisition of Open Space Properties
Buyer: City of Livermore

Messrs. Mann and Ferruci on behalf of Citizens for Balances Growth,

This letter is a final request to meet-and-confer with Citizens for Balanced Growth regarding the recommendation being formulated by City staff to the Livermore City Council regarding the expenditure of Dougherty Valley settlements funds for acquisition of the following properties for conservation preservation purposes (collectively known as the "Properties"):

- Garaventa Hills property - 32 acres (APN 099B-53-0-1)
- Hartford Hills Property – 82 acres (APNs: 902-9-3-1 and 902-9-3-2)
- Altamont Hills Property (formerly called the Cross property) – 32 acres (APN: 99B-5680-4)
- Greenville Road Property – 125.5 acres (APN: 99B-5685-12)

As you are aware, the Agreement to Settle Water Litigation dated November 2, 1999, and commonly known as the Dougherty Valley Settlement Agreement, contains the following clause in section 6(d)(i) for the expenditure of funds realized from the settlement:

> "City staff will meet and confer with [Citizens for Balanced Growth] prior to formulating its recommendations for acquisitions."

City staff has made numerous attempts to meet-and-confer with Citizens for Balanced Growth concerning the recommendations being prepared by City staff to the City Council regarding the expenditure of settlement funds for acquisition of the Properties by the City of Livermore for conservation preservation purposes. Those requests were

made in December, January, February, and March, but Citizens for Balanced Growth has not met with City staff.

Even though Citizens for Balanced Growth deviated from past practices and rebuffed requests to meet-and-confer by requesting information not previously requested for prior meet-and-confers and inserting new demands that the City identify the buyer before meeting, City staff provided the requested information and advised that the recommendation is based upon the City being the buyer.

It appears that Citizens for Balanced Growth is reluctant to meet because it does not support the expenditure of Dougherty Valley Settlement funds for the City's acquisition of the Properties for conservation preservation purposes. It may also be that Citizens for Balanced Growth is attempting to delay staff's recommendation concerning the proposed acquisitions.

Mr. Mann has expressed his personal opinion, at both the Livermore City Council meeting on February 26, 2024, and the Altamont Open Space Committee meeting on February 16 and March 15, 2024, that he does not support the City's acquisition of the Properties. However, he has not met-and-conferred with City staff on behalf of Citizens for Balanced Growth.

City staff proposes the following dates and times to meet-and-confer with Citizens for Balanced Growth about the staff recommendation being formulated to the Livermore City Council regarding the expenditure of Dougherty Valley settlements funds for the City's acquisition of the Properties:

Date: Thursday, April 18, 2024
Time: 4-5 pm or later if necessary
Location: Teams call or City Hall

Date: Tuesday, April 23, 2024
Time: 5-6 pm or later if necessary
Location: Teams call or City Hall

Date: Wednesday, April 24,2024
Time: 5-6 pm or later if necessary
Location: Teams call or City Hall

City staff is prepared to meet after hours if needed and can also meet at a publicly accessible location other than City Hall if that works better for both of you.

In the event Citizens for Balanced Growth does not meet-and-confer with City staff by April 24, 2024, staff will then formulate its recommendation to the City Council consistent with the Dougherty Valley Settlement Agreement with the following as the preferred recommendation by Citizens for Balanced Growth:

> "Citizens for Balanced Growth does not support the expenditure of Dougherty Valley settlement funds for the City of Livermore to acquire the following Properties:

- Garaventa Hills property - 32 acres (APN 099B-53-0-1)
- Hartford Hills Property – 82 acres (APNs: 902-9-3-1 and 902-9-3-2)
- Altamont Hills Property (formerly called the Cross property) – 32 acres (APN: 99B-5680-4)
- Greenville Road Property – 125.5 acres (APN: 99B-5685-12)"

I am be reached at (925) 960-4461 or via e-mail at spriley@livermoreca.gov. **Please contact me to accept one of the proposed dates to meet-and-confer or to identify a date-and-time that will occur before April 24, 2024, that works for Citizens for Balanced Growth and City staff.**

Sincerely,

Stephen Riley

Stephen Riley
Acting Planning Manager
City of Livermore Planning Division

Cc Paul Spence, Assistant City Manager
Jason Alcala, City Attorney
Kam Purewal, Assistant Planner

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Sean Burke
Land Programs Director

Monica E. Oei
Finance & Administration Director

Karen Ferriere
Development Director

Founders
Arthur Bonwell
Mary L. Bowerman

Proud Member of
Land Trust Alliance
California Council of Land Trusts
Together Bay Area

July 1st, 2024

Marie Weber, City Clerk
Livermore City Council
1052 South Livermore Av.
Livermore, CA, 94550

Save Mount Diablo Letter of Support for Open Space Acquisitions

Dear Livermore City Council and Ms. Weber,

Save Mount Diablo (SMD) is a nationally accredited land trust founded in 1971 with a mission to preserve Mount Diablo's peaks, surrounding foothills, watersheds, and its sustaining Diablo Range. We accomplish this through land conservation and management strategies designed to protect the mountain's natural beauty, biological diversity, and historic and agricultural heritage; enhance our area's quality of life; and provide educational and recreational opportunities consistent with protection of natural resources.

We acquire land, or interests in land, for conservation purposes and often for addition to parks on and around Mount Diablo. We are involved in land use planning, policy and advocacy which might affect protected lands. We build trails, restore habitat, and are conduct environmental education. In 1971, there was just one park on Mount Diablo totaling 6,778 acres; today there are almost 50 parks and preserves around Mount Diablo totaling 120,000 acres. We include more than 11,000 donors and supporters.

We are writing this letter to support Livermore City staff's recommendation with respect to the agendized open space acquisitions of the Altamont Hills and Greenville Road properties. We encourage the City Council to authorize the purchase and sales agreements and allocate City funds for these acquisitions.

We spoke in support of Livermore receiving funds for these acquisitions at meetings of the Altamont Landfill Open Space Committee several months ago, and we are pleased that this project is advancing another step.

These properties are located at the narrowest point (about 7 miles) of the 200-mile-long Diablo Range. It is essential to maintain this mostly undeveloped corridor between Livermore and Tracy if north-south wildlife movement and ecological connectivity between the Mount Diablo region and the rest of the Diablo Range further south is to continue.

I-580 already negatively impacts biological connectivity across the width of this pinch-point, and there are only a few places where wildlife are able to safely cross under it. These properties are located right next to one of these crossing points, which has already been identified by several authoritative sources, discussed below, as essential to the ecological integrity of the region. Moreover, the properties themselves are recognized as essential wildlife habitat for threatened species.

Acquisition Would Help Protect a Crucial Wildlife Corridor

As we pointed out above, these properties are located in the narrowest part of the Diablo Range: a 7-mile wide corridor of largely undeveloped land between Livermore and Tracy that connects the Mount Diablo region with the rest of the 200-mile long Diablo Range.

The most important natural resource planning tools in the region recognize this area as extremely important for the ecological integrity of the Bay Area. For example, the Conservation Lands Network (CLN; **https://www.bayarealands.org/**) is a regional conservation strategy for the San Francisco Bay Area, with a set of goals and science-based decision-making tools that support strategic investments in land protection and stewardship. It equips the Bay Area to respond to climate change, connect landscapes, and connect upland and bayland conservation.

Figure 1 below shows that CLN identifies these properties as either "Essential" to meeting the conservation goals of the region (meaning that it must be left undeveloped and protection must be established in order to meet said goals), "Important" to meeting conservation goals or areas that "Ensure a connected network" of protected lands. Goals range from maintaining crucial ecological and hydrological processes to conserving irreplaceable landscapes.

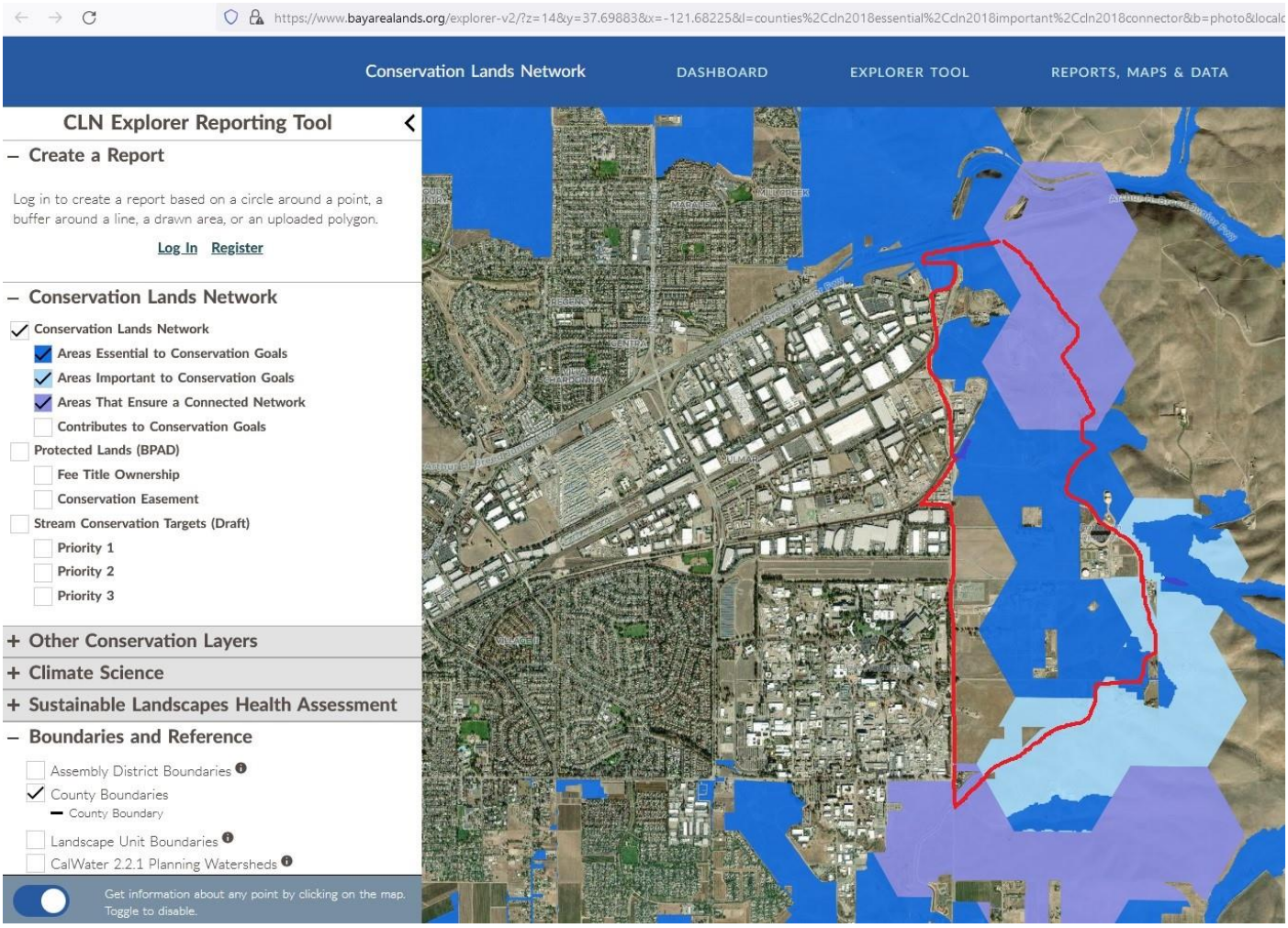

Figure 1. Map of area that the properties are located in on the Conservation Lands Network (CLN) Explorer Tool. Note that most of the area of the properties consists of "Areas Essential to Conservation Goals" (shown in dark blue), "Important to Conservation Goals (shown in light blue), or "Areas that Ensure a Connected Network (show in purple). All these classifications are important to achieving the science-based conservation goals of the CLN. Legend on the left side of the image. The area outlined in red is the area that was being considered for a potential expansion of Livermore's Urban Growth Boundary. This figure highlights the importance of the open space property acquisitions being considered, and the negative effects of the UGB expansion.

In addition, the Critical Linkages Report (**HERE**) prepared for the nine county Bay Area region to identify vital wildlife corridors also identifies these properties as an essential area. This report complements CLN by providing a detailed analysis of areas where maintenance or restoration of ecological connectivity is essential to conserving biological diversity, wildlife crossings, and corridors. Figure 2 below shows that the properties are in the vital Mt. Diablo-Diablo Range linkage identified in the report. Figure 3 more precisely shows the area and that these properties are part of this vital corridor.

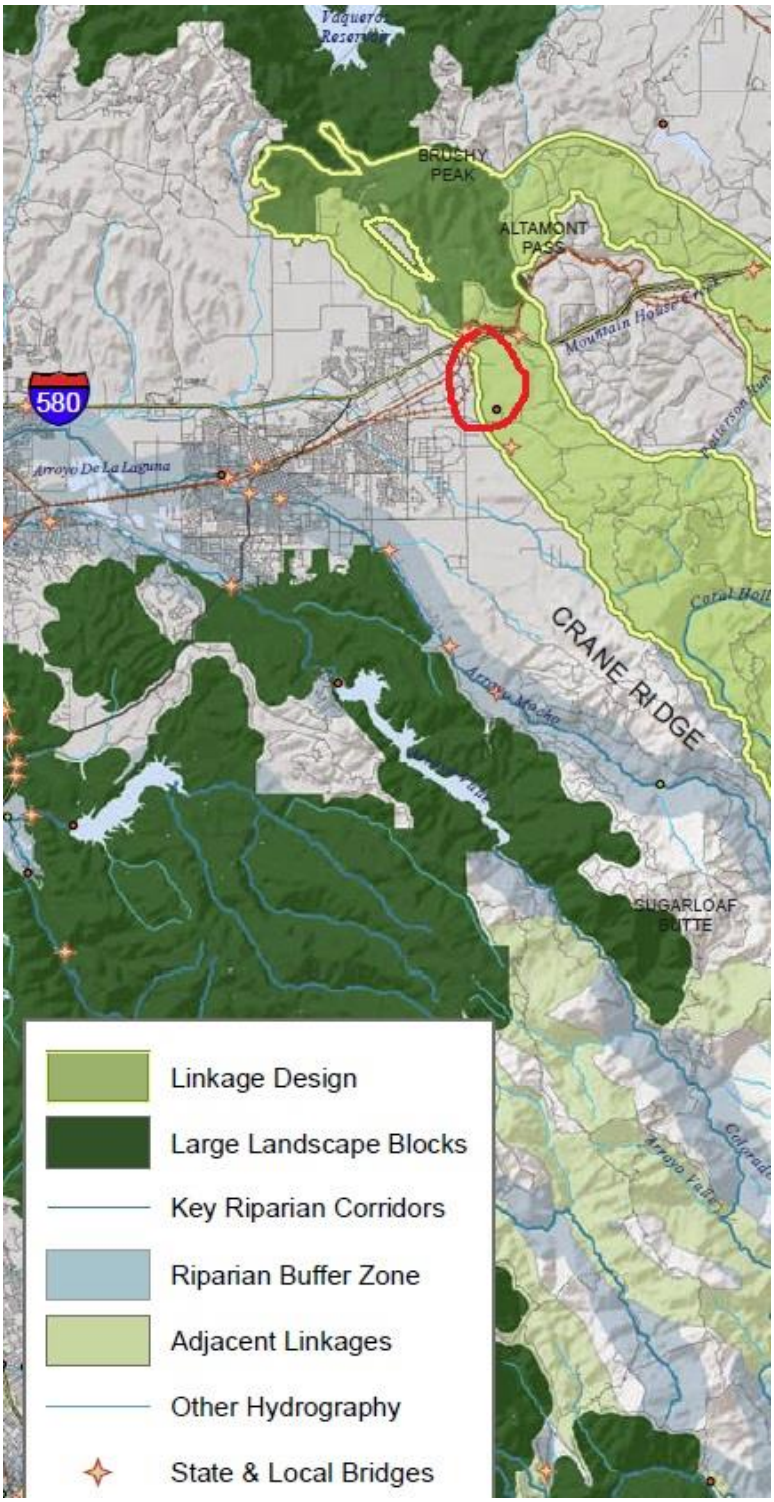

Figure 2. Map and legend of the Mt. Diablo-Diablo Range Critical Linkage as shown in the Critical Linkages Report, with the general area of the properties circled in red (see Fig. 3 for a more detailed aerial view of the linkage and properties area).

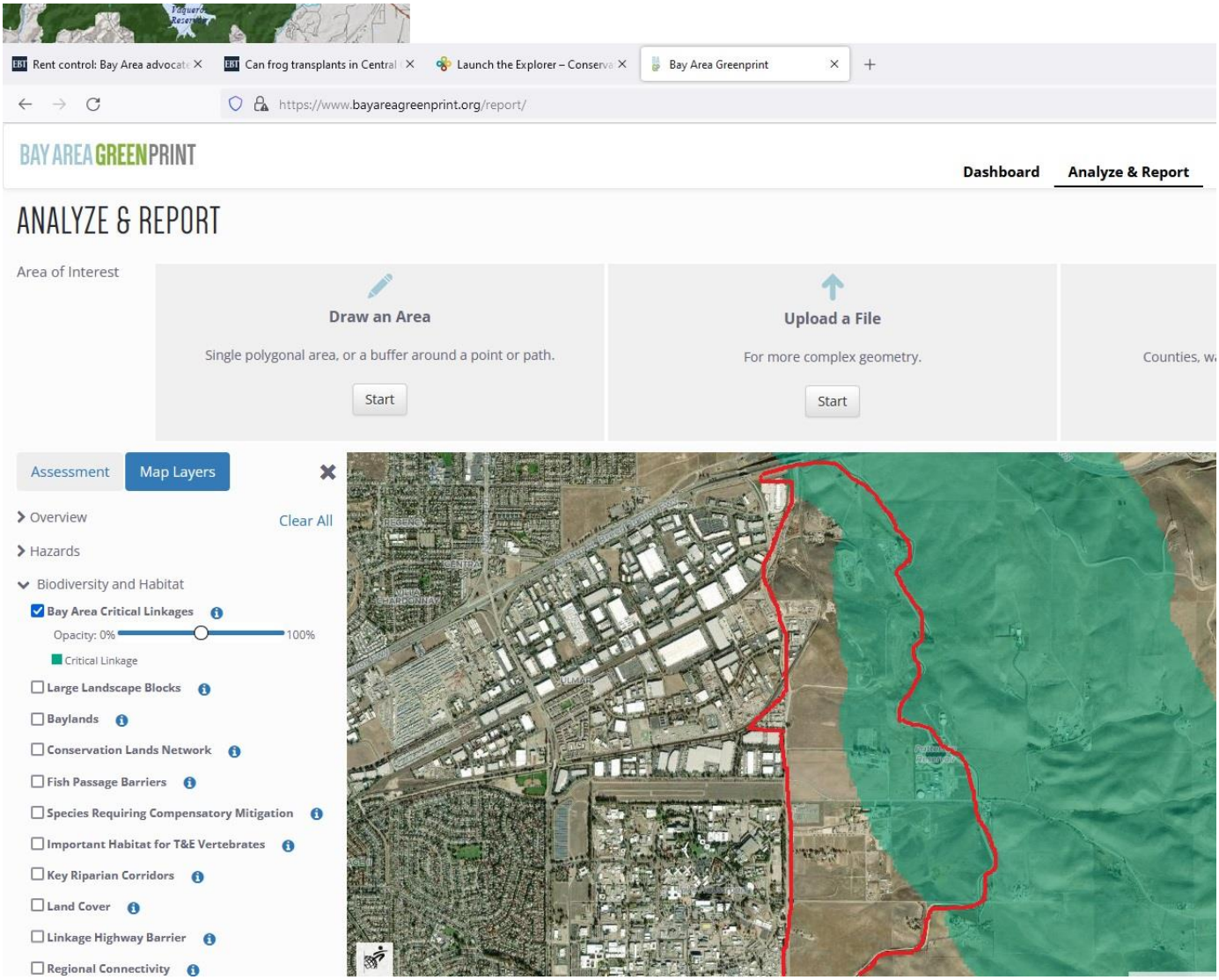

Figure 3. Map from the Bay Area Greenprint Analyze and Report Tool showing the designated Mt. Diablo-Diablo Range Critical Linkage (in green). Note that the open space acquisition properties are in this corridor. The area outlined in red is the area that was being considered for a potential expansion of Livermore's Urban Growth Boundary. This figure highlights the importance of the open space property acquisitions being considered, and the negative effects of the UGB expansion.

We can accurately see that the properties are in this corridor in Fig. 3 with Bay Area Greenprint (**https://www.bayareagreenprint.org/**). This tool reveals the multiple benefits of natural and agricultural lands, empowering users to inform land use decisions with better data. The Bay Area Greenprint identifies, maps, and measures the values that natural resources contribute to the ecosystem, the economy, and the local and regional community. The goal of the Bay Area Greenprint is to provide a regional source of accessible conservation data and a framework for interpretation for planners, agencies, conservation practitioners, and other community stakeholders to facilitate the incorporation of natural and agricultural values information early into land use and infrastructure planning.

These properties are a perfect example of how Bay Area Greenprint can be used to confirm the location of ecologically crucial areas, like the properties being considered for open space acquisition, that should be protected.

Properties are in a "Hotspot" of Protected Status Species

The properties are located in an area that is not only part of a vital wildlife and ecological corridor for the region, but also a recognized "hotspot" for protected species that require compensatory mitigation. Figure 4 below shows

us through Bay Area Greenprint that the vast majority of the area has been determined to be a “hotspot” for species with regulatory protective status that requires compensatory mitigation when they are impacted by development. Even those areas that are not identified as “hotspot” are identified as lands with “many” or “some” protected species that require mitigation when impacted by development.

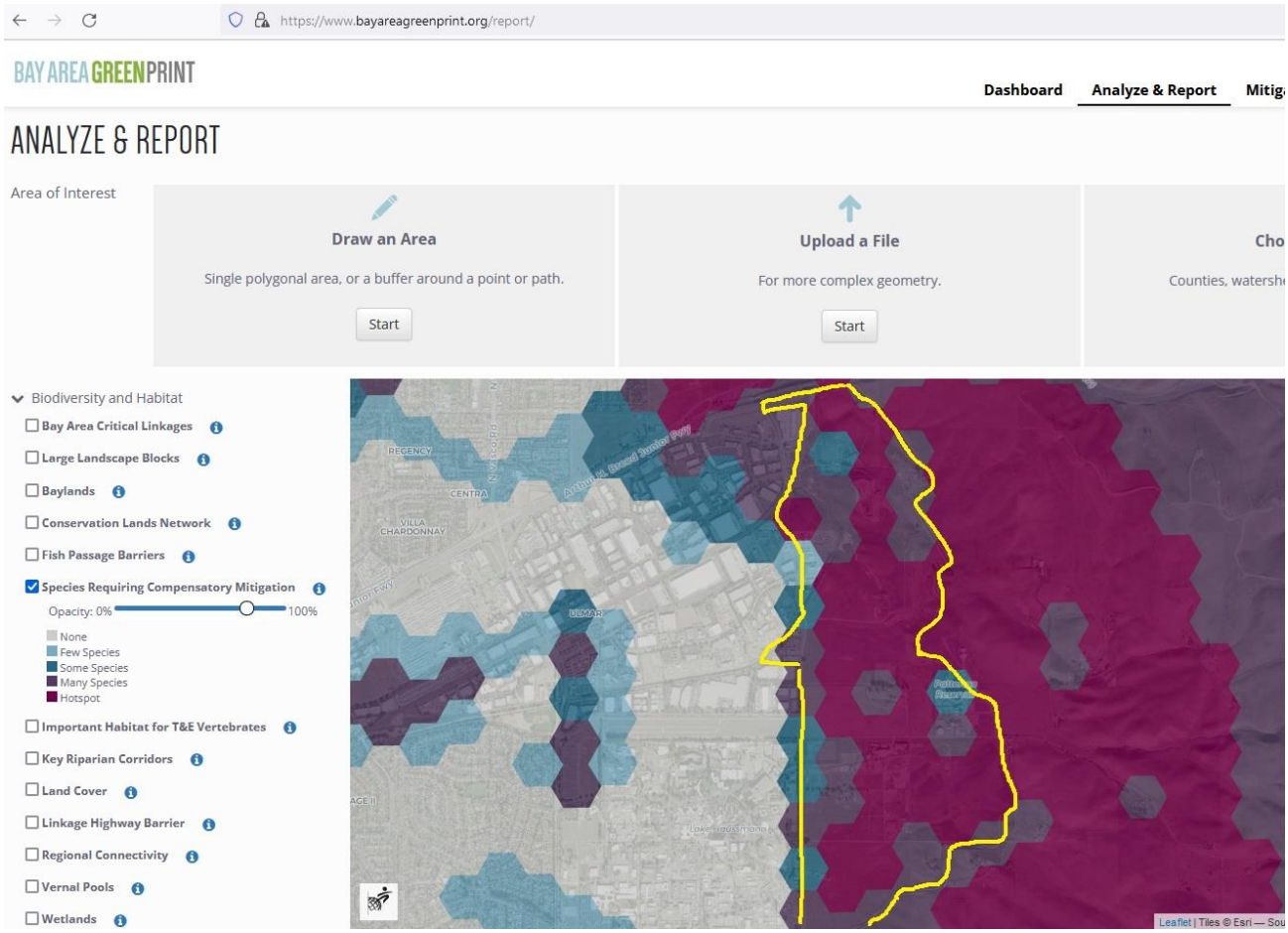

Figure 4. Map of area on the Bay Area Greenprint Analyze and Report Tool, overlayed by categories of data showing the number of species with regulatory protective status that requires compensatory action to mitigate development impacts. Note that most of the area is a “hotspot” (ie, has a very high number of species) for species that require compensatory mitigation (violet/purple color), and the rest of the site consists of land with “many” or “some” species that require compensatory mitigation. Legend is on the left side of the image. The area outlined in yellow is the area that was being considered for a potential expansion of Livermore’s Urban Growth Boundary. This figure highlights the importance of the open space property acquisitions being considered, and the negative effects of the UGB expansion.

This is not surprising given that designated critical habitat for several listed species, including California tiger salamander, California red-legged frog, and Alameda whipsnake, is located just a few miles from the properties, and in the case of California red-legged frog, lies directly adjacent to, or is even located on, the properties. Given the dispersal ranges of these species, it is entirely possible that the properties serve as habitat for each one of these species.

Thank you for the opportunity to provide comments on these open space acquisition proposals. We support Livermore City staff’s recommendation and encourage the City Council to authorize the purchase and sales agreements and allocate City funds for these important properties.

Regards,

Juan Pablo Galván Martínez
Senior Land Use Manager

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO EXPEND FUNDS IN THE AMOUNT OF $980,000 FOR THE PURCHASE OF HARTFORD HILLS PROPERTY (82-ACRES) IN EASTERN ALAMEDA COUNTY (APNS 902-9-3-1 AND 902-9-3-2)

The City of Livermore's General Plan includes goals for long-term preservation of open space, including low-intensity agriculture, habitat protection, watershed management, and recreational uses.

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit for expansion of the Altamont Landfill by Waste Management of Alameda County, Inc., resulting in litigation.

In 1999, the lawsuit parties (Alameda County, the cities of Livermore and Pleasanton, the Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc.) entered into a settlement agreement relating to the proposed expansion of the Altamont Landfill ("Settlement Agreement").

The Settlement Agreement provides for collection of a fee allocated to an Open Space Account for expenditure on open space acquisitions in fee or permanent easement. The Settlement Agreement required Alameda County to convene an advisory committee comprised of four members as follows: one member appointed by Alameda County, one member appointed by the City of Livermore, one member appointed by the City of Pleasanton, and one member appointed by the Sierra Club ("Open Space Committee").

The Settlement Agreement establishes criteria that limit the use the funds in the Open Space Account to open space acquisition including properties having significant value for preservation of native biological diversity and/or wildlife, and properties having significant value for visual character, and/or non-motorized recreation. The Open Space Committee has developed and utilized additional criteria for the use of the funds, including strategic value in land protection, additional funding sources, and willing sellers.

The Settlement Agreement assigns the Open Space Committee the responsibility to make recommendations on priority lists and allocations for the expenditure of the Open Space Account funds, and then requires the County and the respective city (depending upon the acquisition area) to determine whether the Open Space Committee's recommendation is consistent with the Settlement Agreement and the Open Space Committee's priorities. The City of Livermore, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the eastern acquisition priority area that receives 80% of the Open Space Account funds. The City of Pleasanton, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the western acquisition priority area that receives 20% of the Open Space Account funds.

On March 15, 2024, the Open Space Committee considered the City of Livermore's request for a grant in the amount of $980,000 to acquire the Hartford Hills Property (82-acres - APNS 902-9-3-1 and 902-9-3-2).

The Hartford Hills property is located within the eastern acquisition priority area. The Open Space Committee recommended expending $980,000 (50% of the acquisition cost) from the Open Space fund for a grant to the City of Livermore for acquisition and recommended the Livermore City Council and the Alameda County Board of Supervisors determine that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities.

The Open Space Committee's recommended expenditure of Open Space Account funds, and their expenditure for the acquisition of the Hartford Hills Property, is not a project under the California Environmental Quality Act (CEQA) and CEQA Guidelines section 15378, because an approval of the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that based upon its own independent review of the entire record it hereby finds the Open Space Committee's recommendation for the expenditure of $980,000 of Altamont Open Space Funds to fund the grant request by the City of Livermore to purchase and manage the Hartford Hills Property is consistent with the Livermore General Plan and the priorities set by the Settlement Agreement and the Open Space Committee.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Jason R. Alcala
Jason R. Alcala
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION ACCEPTING THE ALTAMONT LANDFILL OPEN SPACE COMMITTEE'S RECOMMENDATION TO EXPEND FUNDS IN THE AMOUNT OF $1,284,000 FOR THE PURCHASE OF GREENVILLE ROAD PROPERTY (125.5-ACRES) IN EASTERN ALAMEDA COUNTY (APN: 99B-5685-12)

The City of Livermore's General Plan includes goals for long-term preservation of open space, including low-intensity agriculture, habitat protection, watershed management, and recreational uses.

In 1996, Alameda County certified an Environmental Impact Report and approved a conditional use permit for expansion of the Altamont Landfill by Waste Management of Alameda County, Inc., resulting in litigation.

In 1999, the lawsuit parties (Alameda County, the cities of Livermore and Pleasanton, the Sierra Club, Northern California Recycling Association, Altamont Landowners Against Rural Mismanagement, and Waste Management of Alameda County, Inc.) entered into a settlement agreement relating to the proposed expansion of the Altamont Landfill ("Settlement Agreement").

The Settlement Agreement provides for collection of a fee allocated to an Open Space Account for expenditure on open space acquisitions in fee or permanent easement. The Settlement Agreement required Alameda County to convene an advisory committee comprised of four members as follows: one member appointed by Alameda County, one member appointed by the City of Livermore, one member appointed by the City of Pleasanton, and one member appointed by the Sierra Club ("Open Space Committee").

The Settlement Agreement establishes criteria that limit the use the funds in the Open Space Account to open space acquisition including properties having significant value for preservation of native biological diversity and/or wildlife, and properties having significant value for visual character, and/or non-motorized recreation. The Open Space Committee has developed and utilized additional criteria for the use of the funds, including strategic value in land protection, additional funding sources, and willing sellers.

The Settlement Agreement assigns the Open Space Committee the responsibility to make recommendations on priority lists and allocations for the expenditure of the Open Space Account funds, and then requires the County and the respective city (depending upon the acquisition area) to determine whether the Open Space Committee's recommendation is consistent with the Settlement Agreement and the Open Space Committee's priorities. The City of Livermore, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the eastern acquisition priority area that receives 80% of the Open Space Account funds. The City of Pleasanton, Alameda County, and the Sierra Club represent the voting members of the Open Space Committee for acquisitions in the western acquisition priority area that receives 20% of the Open Space Account funds.

On March 15, 2024, the Open Space Committee considered the City of Livermore's request for a grant in the amount of $1,284,000 to acquire the Greenville Road Property (125.5 acres – APN: 99B-5685-12).

The Greenville Road Property is located within the eastern acquisition priority area. The Open Space Committee recommended expending $1,284,000 (60% of the acquisition cost) from the Open Space fund for a grant to the City of Livermore for acquisition and recommended the Livermore City Council and the Alameda County Board of Supervisors determine that the expenditure is consistent with the Settlement Agreement and the Open Space Committee's priorities.

The Open Space Committee's recommended expenditure of Open Space Account funds, and their expenditure for the acquisition of the Greenville Road Property, is not a project under the California Environmental Quality Act (CEQA) and CEQA Guidelines section 15378, because an approval of the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that based upon its own independent review of the entire record it hereby finds the Open Space Committee's recommendation for the expenditure of $1,284,000 of Altamont Open Space Funds to fund the grant request by the City of Livermore to purchase and manage the Greenville Road Property is consistent with the Livermore General Plan and the priorities set by the Settlement Agreement and the Open Space Committee.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Jason R. Alcala
Jason R. Alcala
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THAT THE ACQUISITON OF THE HARTFORD HILLS PROPERTY (82 ACRES – APNS 902-9-3-1 AND 902-9-3-2) IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

In July and November of 2023, the City Council authorized staff to enter negotiations with the property owner to acquire in fee title for open space and conservation purposes. The property is located outside of the city limits and outside of the North Livermore Urban Growth Boundary.

On March 15, 2024, the Altamont Landfill Open Space Committee approved the City of Livermore's grant applications for the acquisition of the Hartford Hills Property. On April 16, 2024, in accordance with Government Section 65402(a), the Livermore Planning Commission adopted a resolution and determined the City's acquisition of the Hartford Hills Property is in conformance with Livermore's 2003 General Plan and implements the General Plan goals, objectives, policies, and strategies outlined below.

On July 8, 2024, the City Council considered the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the Project the City Council reviewed written and oral staff reports on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that based upon the City Council's own independent review of the Record Evidence and considerations the City Council hereby finds that the Project is categorically exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15313, which exempts acquisitions of lands for the purpose of conservation, and none of the exceptions to the exemption listed in Section 15300.2 apply.

<u>Exceptions - Section 15300.2</u>

None of the exceptions to the categorical exemption listed in CEQA Guidelines Section 15300.2 apply, as described below.

1. <u>Location</u>. This exception does not apply. Categorical Exemption Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. The proposed land acquisition qualifies for a Class 13 Categorical Exemption and, therefore, is not subject to this possible exception due to project location.

2. Cumulative Impact. The undeveloped and vacant property will remain as open space. The property will be managed for its conservation value and will be encumbered with a conservation easement. The acquisition of the property would not result in any significant impacts, and its contribution to regional growth is not cumulatively considerable. Therefore, the property acquisition will not result in any cumulative impacts.

3. Significant Effects Resulting from Unusual Circumstances. There is no reasonable possibility that the acquisition of the property will have a significant effect on the environment due to unusual circumstances. There is no evidence that any unusual circumstances exist. The undeveloped and vacant property will remain as open space. The property will be managed for its conservation value and will be encumbered with a conservation easement.

4. Scenic Highways. The property site is not designated as a Scenic Highway by the California Department of Transportation. No damage to scenic resources will occur because the Project is not located within the Scenic Corridor of the General Plan. The Project site is not designated as a Scenic Highway by the California Department of Transportation. No damage to scenic resources will occur because the Project is not located within the Scenic Corridor of the General Plan.

5. Hazardous Waste Sites. The project is not included on the list of hazardous waste facilities compiled pursuant to California Government code Section 65962.5, which comprises the following five parts: the list of Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) EnviroStor database; the list of Leaking Underground Storage Tank (LUST) sites from the State Water Resource Control Board (SWRCB) Geotracker database; the list of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management list; the list of active Cease and Desist Orders or Cleanup and Abatement Orders that concern the discharge of wastes that are hazardous materials; or the list of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code, identified by DTSC.

6. Historical Resources. The site is not a historical resource and therefore will not cause a substantial adverse change in the significance of a historical resource.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk if the project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore, California. This resolution shall be effective upon adoption by the City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Jason R. Alcala
Jason R. Alcala
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THAT THE ACQUISITON OF THE GREENVILLE ROAD PROPERTY (125.5 ACRES – APN 99B-5685-12) IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

In July and November of 2023, the City Council authorized staff to enter negotiations with the property owner to acquire in fee title for open space and conservation purposes. The property is located outside of the city limits and outside of the North Livermore Urban Growth Boundary.

On March 15, 2024, the Altamont Landfill Open Space Committee approved the City of Livermore's grant applications for the acquisition of the Greenville Road Property. On April 16, 2024, in accordance with Government Section 65402(a), the Livermore Planning Commission adopted a resolution and determined the City's acquisition of the Greenville Road Property is in conformance with Livermore's 2003 General Plan and implements the General Plan goals, objectives, policies, and strategies outlined below.

On July 8, 2024, the City Council considered the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the Project the City Council reviewed written and oral staff reports on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that based upon the City Council's own independent review of the Record Evidence and considerations the City Council hereby finds that the Project is categorically exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15313, which exempts acquisitions of lands for the purpose of conservation, and none of the exceptions to the exemption listed in Section 15300.2 apply.

<u>Exceptions - Section 15300.2</u>

None of the exceptions to the categorical exemption listed in CEQA Guidelines Section 15300.2 apply, as described below.

1. <u>Location</u>. This exception does not apply. Categorical Exemption Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. The proposed land acquisition qualifies for a Class 13 Categorical Exemption and, therefore, is not subject to this possible exception due to project location.

2. Cumulative Impact. The undeveloped and vacant property will remain as open space. The property will be managed for its conservation value and will be encumbered with a conservation easement. The acquisition of the property would not result in any significant impacts, and its contribution to regional growth is not cumulatively considerable. Therefore, the property acquisition will not result in any cumulative impacts.

3. Significant Effects Resulting from Unusual Circumstances. There is no reasonable possibility that the acquisition of the property will have a significant effect on the environment due to unusual circumstances. There is no evidence that any unusual circumstances exist. The undeveloped and vacant property will remain as open space. The property will be managed for its conservation value and will be encumbered with a conservation easement.

4. Scenic Highways. The property site is not designated as a Scenic Highway by the California Department of Transportation. No damage to scenic resources will occur because the Project is not located within the Scenic Corridor of the General Plan. The Project site is not designated as a Scenic Highway by the California Department of Transportation. No damage to scenic resources will occur because the Project is not located within the Scenic Corridor of the General Plan.

5. Hazardous Waste Sites. The project is not included on the list of hazardous waste facilities compiled pursuant to California Government code Section 65962.5, which comprises the following five parts: the list of Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) EnviroStor database; the list of Leaking Underground Storage Tank (LUST) sites from the State Water Resource Control Board (SWRCB) Geotracker database; the list of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management list; the list of active Cease and Desist Orders or Cleanup and Abatement Orders that concern the discharge of wastes that are hazardous materials; or the list of hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code, identified by DTSC.

6. Historical Resources. The site is not a historical resource and therefore will not cause a substantial adverse change in the significance of a historical resource.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk, if the project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore, California. This resolution shall be effective upon adoption by the City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Jason R. Alcala
Jason R. Alcala
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITON OF THE HARTFORD HILLS PROPERTY (82 ACRES – APNS 902-9-3-1 AND 902-9-3-2)

In July and November of 2023, the City Council authorized staff to enter negotiations with the property owner to acquire in fee title for open space and conservation purposes. The property is located outside of the city limits and outside of the North Livermore Urban Growth Boundary.

On March 15, 2024, the Altamont Landfill Open Space Committee approved the City of Livermore's ("City") grant applications for the acquisition of the Hartford Hills Property. On April 16, 2024, in accordance with Government Section 65402(a), the Livermore Planning Commission adopted a resolution and determined the City's acquisition of the Hartford Hills Property is in conformance with Livermore's 2003 General Plan and implements the General Plan goals, objectives, policies, and strategies outlined below.

The Livermore 2003 General Plan includes a Community Character Element with the following goals, objectives, and policies regarding the preservation and enhancement of Livermore's natural environment as a valuable component of Livermore's character and identity (Exhibit A).

Goal CC-1 - Preserve and enhance Livermore's natural setting.

Objective CC-1.1 - Use open space to protect and enhance local community character and identity, to preserve rural characteristics, and to provide an edge to urban growth.

Policy CC-1.1 P6 - The City shall maintain an area of non-urbanized land surrounding Livermore to serve as a buffer between communities. Uses that are considered compatible with this area include agriculture, grazing, open space, recreation, and reclaimed sand and gravel extraction.

Policy CC-1.1 P7 - Open space shall be used to protect and enhance local community character and identity, and to guide the physical shape and direction of urban growth to preserve the rural characteristics of the area.

The City's acquisition will also implement the following General Plan goals, objectives, and policies regarding Open Space and Conservation:

Goal OSC-1 - Conserve the value and function of Livermore's open space as a biological resource.

Objective OSC-1.1 - Maintain biodiversity within the Planning Area with special emphasis on species that are sensitive, rare, declining, unique, or represent valuable biological resources.

Objective OSC-5.1 - Provide a comprehensive system of parks and recreation facilities in Livermore.

Policy OSC-5.1 P6 - The City shall coordinate and cooperate with LARPD and EBRPD in developing adequate regional park space around Livermore to serve foreseeable population increases in Livermore and its environs.

The proposed land acquisition will implement the following General Plan Land Use goals and objectives related to the North Livermore Urban Growth Boundary:

Goal LU-5 - It is the goal of the City to establish a coherent and logical pattern of urban uses that protects and enhances open space and agricultural uses by providing a clear and permanent boundary for urban uses within the City's Planning Area.

Objective LU-5.1 - Maintain an Urban Growth Boundary to protect open space and agricultural uses in North Livermore.

The proposed land acquisitions will implement the following General Plan Strategy related to the Climate Action Plan:

S-1.4 - Preserve open spaces. Continue the City's open space preservation efforts to preserve open space as conservation or working land to maintain carbon sequestration and other benefits.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the Project, and at a properly noticed public meeting, the City Council reviewed written and oral staff reports, took testimony, and received into the record all pertinent documents (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it has considered the Record Evidence and adopted a resolution finding the acquisition of the Hartford Hills Property (82 acres – APNs: 902-9-3-1 and 902-9-3-2) to be exempt from the California Environmental Quality Act in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands for the purpose of conservation.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to execute a Purchase and Sale Agreement and all other documents necessary for the acquisition of the Hartford Hills Property (Exhibit B).

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore California.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Planning Commission Resolution
Exhibit B – Hartford Hills Purchase and Sale Agreement

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING CONSISTENCY DETERMINATION (CD) 24-001 FOR THE ACQUISITION OF APPROXIMATLEY 82 ACRES (HARTFORD HILLS PROPERTY – APNs: 902-9-3-1, 902-9-3-2)

The Planning Commission, as the City's planning agency, is required by Government Code Section 65402(a) to determine the consistency of the acquisition of real property and easements for public purposes with the City's General Plan; and

A Consistency Determination for the acquisition of real property and easements does not constitute a project for the purposes of the California Environmental Quality Act (CEQA) per section 21065 of the California Environmental Quality Act and CEQA Guidelines. Therefore, no environmental review under CEQA is required.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public meeting, the Planning Commission reviewed written and oral staff reports, took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, with respect to Consistency Determination (CD) 24-001, the Planning Commission finds:

1. Acquisition and disposition of real property is determined to be consistent with the City of Livermore General Plan

   Response: The acquisition of approximately 82 acres (Hartford Hills Property – APNs: 902-9-3-1, 902-9-3-2) is consistent with the General Plan goals, objectives, policies, and strategies outlined below. The Livermore 2003 General Plan includes a Community Character Element with the following goals, objectives, and policies regarding the preservation and enhancement of Livermore's natural environment as a valuable component of Livermore's character and identity.

   Goal CC-1 - Preserve and enhance Livermore's natural setting.

   Objective CC-1.1 - Use open space to protect and enhance local community character and identity, to preserve rural characteristics, and to provide an edge to urban growth.

   Policy CC-1.1 P6. The City shall maintain an area of non-urbanized land surrounding Livermore to serve as a buffer between communities. Uses that are considered compatible with this area include agriculture, grazing, open space, recreation, and reclaimed sand and gravel extraction.

Policy CC-1.1 P7. Open space shall be used to protect and enhance local community character and identity, and to guide the physical shape and direction of urban growth to preserve the rural characteristics of the area.

The City's acquisition will also implement the following General Plan goals, objectives, and policies regarding Open Space and Conservation:

Goal OSC-1 - Conserve the value and function of Livermore's open space as a biological resource.

Objective OSC-1.1 - Maintain biodiversity within the Planning Area with special emphasis on species that are sensitive, rare, declining, unique, or represent valuable biological resources.

Objective OSC-5.1 - Provide a comprehensive system of parks and recreation facilities in Livermore.

Policy OSC-5.1 P6 - The City shall coordinate and cooperate with LARPD and EBRPD in developing adequate regional park space around Livermore to serve foreseeable population increases in Livermore and its environs.

The proposed land acquisitions will implement the following General Plan Land Use goals and objectives related to the North Livermore Urban Growth Boundary:

Goal LU-5 - It is the goal of the City to establish a coherent and logical pattern of urban uses that protects and enhances open space and agricultural uses by providing a clear and permanent boundary for urban uses within the City's Planning Area.

Objective LU-5.1 - Maintain an Urban Growth Boundary to protect open space and agricultural uses in North Livermore.

The proposed land acquisitions will implement the following General Plan Strategy related to the Climate Action Plan:

S-1.4 Preserve open spaces. Continue the City's open space preservation efforts to preserve open space as conservation or working land to maintain carbon sequestration and other benefits.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of this resolution. Based upon the Planning Commission's independent review of the Record Evidence and considerations, the Planning Commission, finds the acquisition of the Hartford Hills Property including approximately 82 acres (APNs 902-9-3-1, 902-9-3-2) is consistent with Livermore's General Plan and hereby approves Consistency Determination

(CD) 24-001.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California.

The Planning Commission's decision is subject to a 15-day appeal period in accordance with Livermore Development Code Chapter 9.15.

On the motion by Commissioner Kronzak, seconded by Commissioner Dunbar, the foregoing Resolution was passed and adopted at the Planning Commission meeting of April 16, 2024, by the following vote:

AYES: ANDERSON, DUNBAR, FINTSCHENKO, KRONZAK, LEARY.
NOES: NONE.
ABSENT: NONE.

Jacob Anderson, Chairperson

Stephen Riley

By Stephen Riley, Acting Planning Manager
Secretary to the Planning Commission

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EXHIBIT B

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") dated as of _____ _____, 20 24 (the "Effective Date"), is made by and between the City of Livermore, a municipal corporation ("Buyer") and Hartford Hills Estates, Ltd., a California limited partnership, ("Seller").

RECITALS

A. Seller is the owner of the Property (as defined in Section 1 below) pursuant to that certain (Grant Deed) for APN No. 902-9-3-1 dated May 11, 1988, and recorded on May 12,1988, in the Official Records of Alameda County, California as Instrument No. 88-113342 and (Grant Deed) for APN No. 902-9-3-2 dated March 7, 1988 an recorded on March 31, 1988, in the Official Records of Alameda County, California as Instrument No. 88-077874.

B. Buyer wishes to purchase the Property from Seller, and Seller wishes to sell the Property to Buyer, each upon the terms and conditions in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase of the Property. Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller the following (collectively, the "Property"):

   1.1. Real Property. That certain real property located in Alameda County, California, consisting of approximately a total of (82) acres of land, relating to APNs: 902-9-3-1 and 902-9-3-2, as more particularly described in Exhibit A attached hereto, together with all privileges, rights, easements, and appurtenances belonging to such real property (collectively, the "Real Property").

   1.2. Improvements. Any and all improvements, buildings, facilities, fixtures, structures, fences, and parking areas located on the Real Property (collectively, the "Improvements").

   1.3. All Other Tangible and Intangible Rights and Assets. All other rights and assets, tangible or intangible and wherever located, which relate to the Real Property.

2. Purchase Price. The purchase price for the Property ("Purchase Price") shall be $1,920,000 One Million Dollars Nine Hundred and Twenty Thousand Dollar (purchase price), and shall be payable as follows:

   2.1. Deposit. Within five (5) business days of Effective Date, Buyer shall deposit into Escrow 50% of the Purchase Price, for a sum of Nine Hundred and Sixty Thousand Dollars ($960,000) in cash ("Deposit"). In the event that Buyer exercises the option, in its sole discretion, to terminate this Agreement, the Escrow Holder shall be, and is hereby irrevocably instructed by Seller and Buyer, to immediately pay to Buyer the full amount of the Deposit and any interest earned thereon without further instructions.

3. Escrow; Closing Conditions.

3.1. Escrow. Upon full execution and delivery of this Agreement, Buyer shall promptly open an escrow account ("Escrow") with First American Title Company, located at 4900 Hopyard Road, Suite 110, Pleasanton, CA 94588 (Attn: Kellie Sanders – (925) 460-0790) ("Escrow Holder"). This Agreement shall, to the extent possible, serve as escrow instructions. The parties agree to execute such additional escrow instructions as may be required by Escrow Holder, which instructions shall be consistent with this Agreement. The "Close of Escrow" shall occur as soon as practicable after the satisfaction of all conditions precedent specified in this Agreement, but in any event, on or before thirty (30) business days following the Effective Date.

3.2. Fees. Buyer shall pay all of Escrow Holder's fees, including escrow charges and fees. Buyer shall pay the costs of a CLTA Standard Owner's Policy of Title Insurance with respect to the Real Property insuring Buyer in the full amount of the Purchase Price, all documentary transfer taxes, and recording fees. Buyer shall pay for the costs of any endorsements to the Title Policy (as hereinafter defined) and the incremental cost of an ALTA Extended Owner's Policy of Title Insurance if Buyer desires to obtain such a policy. As used herein, "Title Policy" shall mean a CLTA Standard Owner's Policy of Title Insurance and, if applicable, an ALTA Extended Owner's Policy of Title Insurance, subject only to the Permitted Exceptions (as hereinafter defined) and containing such endorsements as Buyer may require in its sole discretion.

3.3. Deposit of Documents into Escrow.

3.3.1. Seller shall deposit with Escrow Holder the following items no later than five (5) business days after the Effective Date, duly executed and acknowledged where required:

a. The Grant Deed;

b. Completed Franchise Tax Board Form 597-W and an affidavit certifying that Seller is not a "foreign person" as defined in the Internal Revenue Code;

c. A completed California Form 593-C (which provides that no portion of the Purchase Price shall be required to be withheld by or on behalf of Buyer), duly executed by Seller; and

d. Any other documents, instruments or agreements reasonably required to be delivered hereunder to Escrow Holder or to Buyer in order to consummate the transactions contemplated by this Agreement.

3.3.2. Buyer shall execute and/or deliver the following to the Escrow Holder for delivery or disbursement to Seller on Close of Escrow:

a. The Purchase Price;

b. Escrow Holder's costs and expenses, as herein provided; and

c. Any other documents, instruments or agreements reasonably required to be delivered

hereunder to Escrow Holder or to Seller in order to consummate the transactions contemplated by this Agreement.

3.4. Close of Escrow. Escrow Holder shall do all of the following upon Close of Escrow:

3.4.1. Record the Grant Deed, with a Certificate of Acceptance, in the Official Records of Alameda County, California;

3.4.2. Cause the Title Policy to be issued to Buyer within a reasonable time after Close of Escrow; and

3.4.3. Disburse the Purchase Price to Seller less the amount of any other closing expense payable by Seller pursuant to the terms of this Agreement.

4. Title Matters; Insurance.

4.1. Title. Title to the Property shall be conveyed to Buyer free and clear of all liens, claims and encumbrances except as permitted in this Section (the "Permitted Exceptions").

4.2. Approval of Exceptions. Within five (5) business days after Escrow is opened, or as soon thereafter as reasonably possible, Seller shall cause Escrow Holder to deliver to Buyer a preliminary title report with respect to the Real Property (the "Preliminary Report") together with copies of all recorded documents shown as exceptions thereto. Buyer shall notify Seller ("Buyer's Title Objection Notice") within ten (10) business days after the Effective Date of any objections to the preliminary title report. If Buyer, in its sole and absolute discretion, disapproves of any of the exceptions shown on the Preliminary Report, Buyer must deliver Buyer's Title Objection Notice to Seller, which shall outline the Disapproved Exceptions, those items that appear on the Preliminary Report to which the Buyer objects. The term "Permitted Exceptions" shall mean (i) the title exceptions that are not disapproved of by Buyer in Buyer's Title Objection Notice or (ii) the title exceptions for which Escrow Holder is irrevocably committed to insure against by the issuance of endorsements to the Title Policy, which endorsements must be acceptable to Buyer in its sole discretion. Notwithstanding anything else contained in this Agreement, the following shall be Permitted Exceptions: real estate taxes, assessments, vault charges and water and sewer charges not currently due and payable, subject to adjustment as provided in Section 7 of this Agreement.

4.3. Seller shall have five (5) business days following receipt of Buyer's Title Objection Notice to provide Buyer with written notice ("Seller's Title Notice") that either: (i) Seller is unwilling or unable to deliver title to the Real Property subject only to the Permitted Exceptions; or (ii) Seller is willing to use commercially reasonable efforts to deliver title to the Real Property subject only to the Permitted Exceptions within a specified period of time not to exceed thirty (30) business days from the date of such Seller's Title Notice ("Extension Date"). Failure by Seller to deliver Seller's Title Notice to Buyer within the five (5) business day period specified above shall constitute Seller's agreement to use commercially reasonable efforts to deliver title at Close of Escrow subject only to the Permitted Exceptions. If in Seller's Title Notice, Seller has deemed that it is unwilling or unable to deliver title to the Real Property subject only to the Permitted Exceptions, Buyer shall have the option, by notice to Seller within five (5) business days after receipt of Seller's Title Notice, but in no event after the expiration of the Review Period (as defined in Section 5.1 below), to either (i) accept such

title to the Real Property as Seller can provide, or (ii) to terminate this Agreement and have the Deposit returned if permitted by Section 2.1 hereof. If for any reason whatsoever, Seller remains unable or unwilling to deliver title subject only to the Permitted Exceptions by the Extension Date, and if Buyer shall still be unwilling to accept such title to the Real Property as Seller can provide, then either party may terminate this Agreement without further liability. If, after the date hereof, any additional items come into existence which would show as exceptions to title insurance in the Title Policy, and Seller fails to remove same prior to the Close of Escrow, Buyer shall have the choice of: (i) terminating this Agreement and the Escrow and thereafter neither Seller nor Buyer shall have any further obligations under this Agreement; or (ii) completing the purchase of the Property in accordance with the terms of this Agreement.

5. Due Diligence Investigation.

5.1. Review Period. Buyer may conduct investigations and reviews of the Property including, but not limited to, the physical condition or state of the Property, environmental matters (including, without limitation, Phase I and Phase II environmental reports of the Property), title matters, zoning matters, governmental, regulatory or land use matters, and any other matters affecting Buyer or Buyer's anticipated use and ownership of the Property during the term of this Agreement. The Review Period shall continue for a period of 15 business days after the Effective Date. After 15 business days after the Effective Date, the Review Period shall be terminated.

5.2. Disapproval of Investigation. If Buyer, in its sole and absolute discretion, disapproves any of the results of its investigation and review, Buyer may, subject to Section 2.1 hereof, terminate this Agreement without any liability whatsoever by providing written notice thereof to Seller on or before the termination date of the Review Period. If this Agreement is so terminated, the Deposit shall be returned if permitted by Section 2.1 hereof and neither party shall have any further liability hereunder. If Buyer fails to deliver such notice to Seller on or before the termination of the Review Period, Buyer shall be deemed to have elected to consummate this transaction.

5.3. Access to Property. Seller agrees to grant Buyer and Buyer's employees, agents, consultants, and other authorized representatives the right to reasonable access to the Property at reasonable times during the Term of this Agreement subject to twenty-four hours' notice to the Seller of Buyer's intent to access the Property.

6. Possession. Possession of the Property shall be delivered to Buyer on Close of Escrow in its "as-is" condition, free of all tenancies and subject to the representations and warranties and covenants of Seller contained herein.

7. Prorations. All utility costs, real property taxes and assessments, water charges and assessments, bond payments and other expenses affecting the Property shall be prorated as of Close of Escrow. If, at the time of the Close of Escrow, the tax rate or the assessed valuation of the Property has not been fixed, the apportionment of taxes will be upon the basis of the most recently established tax rate applied to the latest assessed valuation (subject to adjustment as hereinafter provided). If any expenses (other than taxes) for the Property cannot be determined finally as of Close of Escrow, such expense will be prorated on the best available information. Adjustments to the prorations will be made from time to time after Close of Escrow to take account of final information as to expenses estimated as of the Close of Escrow or to adjust expenses that were not included in the prorations

done at the Close of Escrow, and Buyer or Seller, as applicable, will pay the other on demand such amounts as may be appropriate based on such adjustments, together with interest at twelve percent (12%) per annum from the date of demand if such amount remains unpaid more than ten (10) business days after demand. Any reproration of expenses must be completed within one hundred eighty (180) calendar days after Close of Escrow or, in the case of taxes, within ninety (90) calendar days after the tax (or adjustment of tax) is billed, and neither Buyer nor Seller will be entitled to request a payment on account of reprorations after such date. Notwithstanding the foregoing, Seller shall remain fully liable for the payment of any taxes assessed against the Property and attributable to any period prior to Close of Escrow, irrespective of when such taxes are billed by the relevant taxing authorities. In addition, Buyer specifically acknowledges that Seller shall be entitled to any refund of real and personal property taxes, installments of bonds and special taxes and assessments attributable to the Property and allocable to the period prior to Close of Escrow ("Refunds"). Any such Refunds shall be paid to Seller regardless of when they are received.

8. Real Estate Brokers. Each party hereby agrees to indemnify, protect and defend the other (by counsel acceptable to the party seeking indemnification) against and hold the other harmless from and against any and all damages, liabilities, loss, cost and expense, including, but not limited to, reasonable attorneys' fees and court costs, resulting from any claims for any such real estate commission, finder's fee or other real estate brokerage-type commission by any person or entity based upon such acts. The foregoing indemnities shall survive Close of Escrow or any earlier termination of this Agreement.

9. Representations, Warranties, and Covenants of Seller. Seller represents, warrants and covenants to Buyer that:

9.1. Seller's Warranty of Authority. Seller has the full power and authority to execute and enter into this Agreement and the authority to consummate the transactions contemplated in this Agreement.

9.2. Non-Foreign Person. Seller is not a "foreign person" within the meaning of Internal Revenue Code section 1445.

9.3. Enforceability. This Agreement constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and creditors' rights laws generally.

9.4. Due Diligence Deliverables. True, correct and complete copies of all Due Diligence Deliverables prepared by third parties will be delivered to Buyer within five (5) business days following receipt by Seller; provided, however, that Seller makes no warranty express or implied as to the correctness of the contents of such Due Diligence Deliverables. True and correct copies of all other Due Diligence Deliverables prepared by Seller will be delivered to Buyer not later than three (3) business days following the execution and delivery of this Agreement by Seller and Buyer.

9.5. Notices. Except as disclosed to Buyer in the Due Diligence Deliverables, Seller has not received any notices from or sent any notices to any federal, state, or local governmental authority having jurisdiction over the Property or any other third party regarding, without limitation, environmental conditions, the presence or absence of hazardous materials, zoning, land use, suitability for a particular purpose, or compliance with law. To Seller's knowledge,

the Property is in compliance with all laws, rules and regulations, including, without limitation, any state or federal environmental laws, e.g., CERCLA, RCRA, FWPCA, TSCA, HMTA.

9.6. Leases; Agreements. Seller represents it is not a party to any lease, license or other agreement granting possessory rights with respect to the Property, and that there are no tenants on the Property. As of the Close of Escrow, Seller shall not be a party to any lease agreement, license, or other agreement granting possessory rights with respect to the Property and there shall be no tenants on the Property. To the extent Seller is a party to any lease agreement, license, or other agreement granting possessory rights with respect to the Property, Seller shall provide Buyer with Estoppel Certificates and copies of all leases, licenses or other such agreements no later than five (5) business days after the Effective Date. From and after the Effective Date, Seller shall not create any leases or other agreements affecting the Property without Buyer's prior written consent.

9.7. Contracts. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer true and correct copies of any contracts and agreements affecting the Property. As of the Close of Escrow, no contracts or agreements that are binding on the owner of the Property shall remain in effect. From and after the Effective Date, Seller shall not enter into any new contracts or agreements relating to the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed and shall be deemed given if the term of such contract or agreement shall expire prior to the Close of Escrow.

9.8. Actions, Suits or Proceedings. There are no actions, suits, or proceedings, pending, or, to Seller's knowledge, threatened, before any commission, board, bureau, agency, arbitrator, court, or tribunal affecting, or that would affect, the Property or the right to occupy or utilize the Property.

9.9. No Bankruptcy Proceedings. Seller is not the subject of any bankruptcy, insolvency, or probate proceeding.

9.10. Taxes and Assessments. Seller represents it has paid all taxes, charges, and assessments (special or otherwise) billed, due and payable for all years up through and including the 2023-2024 tax year required to be paid to any taxing authority or other association, which, if unpaid, could in any way constitute a lien against the Property or any part thereof. Seller has not received any notice from any taxing authority, governmental agency or other association:
(i) asserting that Seller has failed to file or has improperly filed any tax return or report required to be filed or of any charges now owing by it which could in any way now or hereafter constitute a lien or claim against the Property or any part thereof; or (ii) regarding any pending or contemplated taxes, assessments, charges or fees which affect or will affect the Property other than customary property taxes/assessments, as reflected in the Title Report. No action or proceeding is now pending by a governmental agency or authority or other association for the assessment or collection of any such taxes, charges or assessments against Seller.

10. Representations and Warranties of Buyer. Buyer hereby represents to Seller that at the date of execution hereof and at and as of Close of Escrow, Buyer is a municipal corporation and has the legal capacity to understand and execute this Agreement and all related documents.

11. Survival. All of the representations and warranties of Buyer and Seller made in conjunction with

and pursuant to this Agreement shall survive Close of Escrow, but only for a period of ninety (90) calendar days. No claim shall be allowed on any such representation or warranty unless notice of the claim and a detailed statement of the basis for the claim is delivered by the claimant to the other party within such period.

12. Conditions of Closing.

12.1. Buyer's Conditions. Buyer's obligations to purchase the Property on Close of Escrow are expressly conditioned upon each of the following:

12.1.1. Title Insurance. Seller shall be prepared to convey to Buyer good and marketable title to the Real Property subject only to the Permitted Exceptions, and the Escrow Holder shall be irrevocably committed to issuing the Title Policy.

12.1.2. Buyer's Inspection. There shall have been no material adverse change in the condition of the Property between the end of the Review Period and the Close of Escrow.

12.1.3. Closing Warranties. The representations and warranties of Seller contained in this Agreement being true, correct and complete on and as of Close of Escrow as if the same were made on such date.

12.1.4. Delivery Into Escrow. Seller having delivered to Escrow all items required by this Agreement and having complied with all other covenants and conditions of this Agreement to be performed or complied with by Seller.

12.2. Seller's Conditions. Seller's obligation to sell the Property on Close of Escrow is expressly conditioned upon each of the following:

12.2.1. Closing Warranties. The representations and warranties of Buyer contained in this Agreement being true, correct and complete on and as of Close of Escrow as if the same were made on such date.

12.2.2. Delivery Into Escrow. Buyer having delivered to Escrow all items required by this Agreement, including without limitation the Purchase Price, and having complied with all other covenants and conditions of this Agreement to be performed or complied with by Buyer.

13. Failure of Conditions. If any of the conditions specified in this Agreement fail to occur prior to Close of Escrow, the party benefited by such condition shall have the power, exercisable by giving written notice to the Escrow Holder and to the other party, either to waive the condition or to cancel the Escrow and terminate this Agreement. In the event this Agreement is terminated due to the failure of a condition specified herein, the Deposit shall be disbursed in accordance with Section 2.1.

14. Indemnification.

14.1. Seller's Indemnification. From and after Close of Escrow, Seller shall indemnify, defend, protect, and hold harmless Buyer, Buyer's past, present, and future parents, subsidiaries, and affiliates, and their respective directors, officers, shareholders, partners,

members, managers, trustees, employees, agents, attorneys, representatives, affiliates, predecessors in interest, successors and assigns (collectively, the "Buyer Indemnified Parties"), from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever (including reasonable attorneys' fees, expert fees, and costs) arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement, or for any activity or event involving Seller's activities on the Property occurring prior to Close of Escrow. This indemnity does not apply, however, to any item, matter, occurrence or condition which was disclosed in writing to or known to Buyer (including its agents, consultants and representatives) or any other of the Buyer Indemnified Parties with authorization to act on behalf of Buyer prior to the expiration of the Review Period.

14.2. Buyer's Indemnification. From and after Close of Escrow, Buyer shall indemnify, defend, protect and hold harmless Seller, Seller's past, present and future parents, subsidiaries and affiliates, and their respective directors, officers, shareholders, partners, members, managers, trustees, employees, agents, attorneys, representatives, affiliates, predecessors in interest, successors and assigns (collectively, the "Seller Indemnified Parties"), from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever (including reasonable attorneys' fees and costs) ("Losses") arising out of Buyer's ownership and/or operation of the Property following Close of Escrow, or from any misrepresentation or breach of warranty or covenant by Buyer in this Agreement; provided, however, Buyer shall not indemnify any of the Seller Indemnified Parties for any Losses resulting from: (i) any of the Seller Indemnified Parties' negligence, negligence per se, or intentional misconduct; or (ii) any Environmental Clean Up Claims.

15. Notices. All notices and demands of any kind that either party may be required or desire to serve upon the other party shall be in writing and shall be served upon such other party by personal service (including overnight delivery by a recognized carrier such as UPS or FedEx), by facsimile transmission followed by mail delivery of the original of such notice, or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows:

If to Buyer: City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550 Attn:
Stephen Riley (Acting)
Planning Manager Telephone:
(925) 960-4461
Facsimile: (925) 960-4149

If to Seller: Hartford Hills Estates, Ltd.
Attn:Richard H. Kulka
2821 Darnby Drive
Oakland, CA 94611

Service by mail shall be deemed complete on the date of actual delivery as shown on the addressee's return receipt. Service by facsimile transmission shall be deemed served upon receipt of the facsimile transmission by the addressee, provided it is received prior to 5:00 PM local time by the recipient on a

business day (and if not so received by such time, then it shall be deemed given on the next business day) and the sender receives written confirmation of transmission; provided that the sender shall also send the original by mail delivery or overnight courier. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice to the other party.

16. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

17. Time is of the Essence. Time is of the essence in this Agreement.

18. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect. However, unless such stricken term, provision, covenant or condition goes to the essence of the consideration bargained for by a party, the remaining terms, provisions, covenants and conditions of this Agreement shall continue in full force and effect, and to the extent required, shall be modified to preserve their validity.

19. Entire Agreement. This Agreement constitutes the sole and only agreement between Buyer and Seller concerning the Property and their rights and duties in connection with the Property. Any prior or other agreements or representations between Buyer and Seller regarding such matters shall be null and void, unless otherwise expressly set forth in this Agreement.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit brought here on shall be brought in the state or federal courts sitting in Alameda County, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper.

21. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto. It shall not be necessary for each party to execute the same counterpart hereof.

22. Assignment. Seller may assign this Agreement and all rights and obligations hereunder without Buyer's consent to any parent, subsidiary or affiliate of Seller. Buyer shall have no right to assign its rights under this Agreement to any other person or entity.

23. Attorneys' Fees. If any action is filed by any of the parties hereto to enforce and/or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party.

24. BUYER'S REMEDIES. **IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF SELLER (INCLUDING SELLER'S BREACH OF ANY REPRESENTATION OR WARRANTY SET FORTH IN SECTION 9 OF THIS AGREEMENT OR SELLER'S FAILURE TO DELIVER ANY OF THE DOCUMENTS DESCRIBED IN SECTIONS 3, 9, & 12 OF THIS AGREEMENT OR DUE TO THE FAILURE OF A CONDITION FOR BUYER'S BENEFIT SET FORTH IN SECTIONS 9, OR 12, AND BUYER IS READY, WILLING AND ABLE TO CLOSE, BUYER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY EITHER (A)**

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TERMINATE THIS AGREEMENT IN ITS ENTIRETY BY DELIVERY OF NOTICE OF TERMINATION TO SELLER, WHEREUPON THE DEPOSIT SHALL BE IMMEDIATELY RETURNED TO BUYER, OR (B) CONTINUE THIS AGREEMENT PENDING BUYER'S ACTION FOR SPECIFIC PERFORMANCE HEREUNDER PROVIDED APPROPRIATE PROCEEDINGS ARE PROMPTLY COMMENCED BY BUYER (BUT IN ANY EVENT WITHIN (30) BUSINESS DAYS AFTER DISCOVERY OF SUCH DEFAULT) AND PROSECUTED WITH DILIGENCE AND CONTINUITY WHEREUPON SELLER SHALL PAY TO BUYER ALL REASONABLE FEES, COSTS AND EXPENSES INCURRED BY BUYER IN CONNECTION WITH BUYER'S ACTION FOR SPECIFIC PERFORMANCE IF SUCCESSFUL AND ANY OTHER AMOUNTS WHICH MAY BE PAYABLE PURSUANT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER HEREBY WAIVES ANY AND ALL REMEDIES FOR SELLER'S FAILURE IN PERFORMANCE, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO OBTAIN DAMAGES FROM SELLER, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, AND BUYER ACKNOWLEDGES THAT SELLER SHALL IN NO EVENT BE LIABLE THEREFOR.

Seller's Initials DS RHK Buyer's Initials _____

25. Condemnation. If prior to Close of Escrow any Non-Material Part (as defined below) of the Real Property is taken by eminent domain or a notice or threat of any eminent domain proceedings with respect to any Non-Material Part of the Real Property is received by the Seller, this Agreement shall remain in force, and Buyer shall be entitled to all awards or damages by reason of any exercise of the power of eminent domain or condemnation with respect to or for the taking of the Real Property or any part thereof. If, prior to Close of Escrow, all or any part of the Real Property, other than a Non-Material Part, is taken by eminent domain or a notice or threat of any eminent domain proceedings with respect to the Real Property or any part thereof, then Seller shall within five (5) business days thereafter give notice thereof to Buyer and Buyer shall have the option to (i) complete the purchase hereunder, or (ii) terminate this Agreement, in which event the Deposit shall be immediately refunded to Buyer, and thereafter neither party shall have any further liability hereunder. Buyer shall deliver written notice of its election to the Seller within fifteen (15) business days after the date upon which the Buyer receives written notice from Seller of such eminent domain proceedings or notice or threat thereof. If notice of condemnation is received by Buyer and Buyer fails to deliver said written notice of its election within said time period, such failure shall constitute a waiver by Buyer of its right to terminate this Agreement. If this Agreement is not so terminated, any negotiation for, or agreement to, and all contests of any offers and awards relating to eminent domain proceedings shall be conducted with the joint approval and consent of the Seller and the Buyer, and Buyer shall be entitled to all awards or damages by reason of any exercise of the power of eminent domain or condemnation with respect to or for the taking of the Real Property or any part thereof. For purposes hereof a taking of a Non-Material Part of the Real Property shall be deemed to have occurred if it results in a taking of less than ten percent (10%) of the gross acreage of the Real Property.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BUYER:

CITY OF LIVERMORE

By:_____
Name: Marianna Marysheva
Title: City Manager

APPROVED AS TO FORM:

DocuSigned by: Katherine Mirassou D48B6A0C4F27411... DS a-H

Deputy/Assistant/City Attorney

SELLER:

Hartford Hills Estates, Ltd., a
California limited partnership

By: DocuSigned by: Richard H. Kulka 5C39A9D724914CA...
Name: Richard H. Kulka
Title: General Partner and Limited Partner

AGREED AND ACCEPTED BY:

First American Title Company

By:_____ Dated:_____
Name: Kellie Sanders
Title: Escrow Officer

Attachments:
Exhibit A - Legal Description

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Exhibit "A"

Legal Description

Real property in the City of Livermore, County of Alameda, State of California, described as follows:

PARCEL 1: [APN: 902-0009-003-01]

BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTIONS 33 AND 34, TOWNSHIP 2 SOUTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN; RUNNING THENCE NORTH 89°45' WEST 700.00 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE EASTERLY BOUNDARY LINE OF SAID SECTION 33, A DISTANCE OF 454.26 FEET; THENCE SOUTH 89°45' EAST 350.00 FEET; THENCE SOUTHERLY, PARALLEL TO THE EASTERLY BOUNDARY LINE OF SECTION 33, A DISTANCE OF 2202.90 FEET TO THE SOUTHERN BOUNDARY LINE OF SECTION 33; THENCE SOUTH 89°45' EAST 350.00 FEET, MORE OR LESS, ALONG SAID SOUTHERN BOUNDARY LINE OF SECTION 33 TO THE SOUTHEASTERN CORNER OF SAID SECTION 33 AND THENCE NORTH 2657.16 FEET TO THE POINT OF COMMENCEMENT.

PARCEL 2: [APN: 902-0009-003-02]

BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTIONS 33 AND 34, IN TOWNSHIP 2 SOUTH RANGE 2 EAST, M.D.B. & M., RUNNING THENCE NORTH 89° 45' WEST 20.30 TO THE NORTHEASTERN CORNER OF THE LAND CONVEYED BY ABSOLAR JOSE AND WIFE TO HENRY PRALL, BY DEED RECORDED OCTOBER 19, 1896, IN BOOK 609 OF DEEDS, PAGE 324, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ALAMEDA COUNTY, RUNNING THENCE SOUTH ALONG THE EASTERN BOUNDARY LINE OF SAID LAND 40.26 CHAINS TO THE SOUTHERN BOUNDARY LINE OF SAID SECTION 33; THENCE SOUTH 89° 45' EAST 20.30 CHAINS, MORE OR LESS, TO THE SOUTHEASTERN CORNER OF SAID SECTION 33; AND THENCE NORTH ALONG THE EASTERN BOUNDARY LINE OF SAID SECTION 33, 40.26 CHAINS TO THE POINT OF COMMENCEMENT.

BEING A PORTION OF SECTION 33 TOWNSHIP 2 SOUTH RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPT THAT CERTAIN PORTION OF PARCEL ONE WHICH WAS DESCRIBED IN A DEED OF PARTIAL RECONVEYANCE DATED APRIL 2, 1975, WHICH LAND SO RECONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER SECTION CORNER COMMON TO SECTIONS 33 AND 34, IN TOWNSHIP 2 SOUTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, RUNNING THENCE NORTH 89° 45' WEST 700.00 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE EASTERLY BOUNDARY LINE OF SAID SECTION 33, A DISTANCE OF 454.26 FEET; THENCE SOUTH 89° 45' EAST 350 FEET; THENCE SOUTHERLY, PARALLEL TO THE EASTERLY BOUNDARY LINE OF SECTION 33, A DISTANCE OF 2202.90 FEET TO THE SOUTHERN BOUNDARY LINE OF SECTION 33; THENCE SOUTH 89° 45' EAST 350 FEET, MORE OR LESS, ALONG SAID SOUTHERN BOUNDARY LINE OF SECTION 33, TO THE SOUTHEASTERN CORNER OF SAID SECTION 33; AND THENCE NORTH ALONG THE EASTERN BOUNDARY LINE OF SECTION 33, A DISTANCE OF 2657.15 FEET, TO THE POINT OF COMMENCEMENT, CONTAINING TWENTY-FIVE (25) ACRES OF LAND, MORE OR LESS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS BY PEDESTRIANS, ANIMALS AND VEHICLES OF ALL KINDS AND FOR INSTALLATION OF PUBLIC UTILITY SERVICES

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INCLUDING, BUT NOT LIMITED TO UNDERGROUND PIPES, CABLES, WIRES AND CONDUITS FOR WATER, GAS, ELECTRICITY, POWER, SEWERS, CABLE TELEVISION, TELEPHONE AND STORM DRAINAGE FACILITIES, IN, UNDER, OVER AND ACROSS A STRIP OF LAND OF THE UNIFORM WIDTH OF SIXTY (60) FEET LYING WITHIN THE TWENTY-FIVE (25) ACRE PARCEL OF LAND HERETOFORE RECONVEYED FROM THE LIEN OF THE DEED OF TRUST DESCRIBED HEREIN, WHICH 60 FOOT (60') STRIP OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERN BOUNDARY LINE OF SECTION 33 IN TOWNSHIP 2 SOUTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, DISTANT THEREON 454.26 FEET SOUTHERLY FROM THE QUARTER SECTION CORNER COMMON TO SECTIONS 33 AND 34, RUNNING THENCE NORTH 89° 45' WEST, 350 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY LINE OF THE LAND RECONVEYED BY THE PARTIAL RECONVEYANCE; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE EASTERN BOUNDARY OF SECTION 33, A DISTANCE OF 60 FEET; THENCE SOUTH 89° 45' EAST 350 FEET, MORE OR LESS, TO THE EASTERN BOUNDARY OF SECTION 33; THENCE-NORTHERLY ALONG THE EASTERN BOUNDARY OF SECTION 33, A DISTANCE OF 60 FEET TO THE POINT OF COMMENCEMENT.

BEING A PORTION OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MÉRIDIAN.

APN: 902-0009-003-01

DocuSign Envelope ID: 3B8478E7-7174-4D45-8DE7-C53869ECBF54

Code Area Nos. 64-005

EXHIBIT B

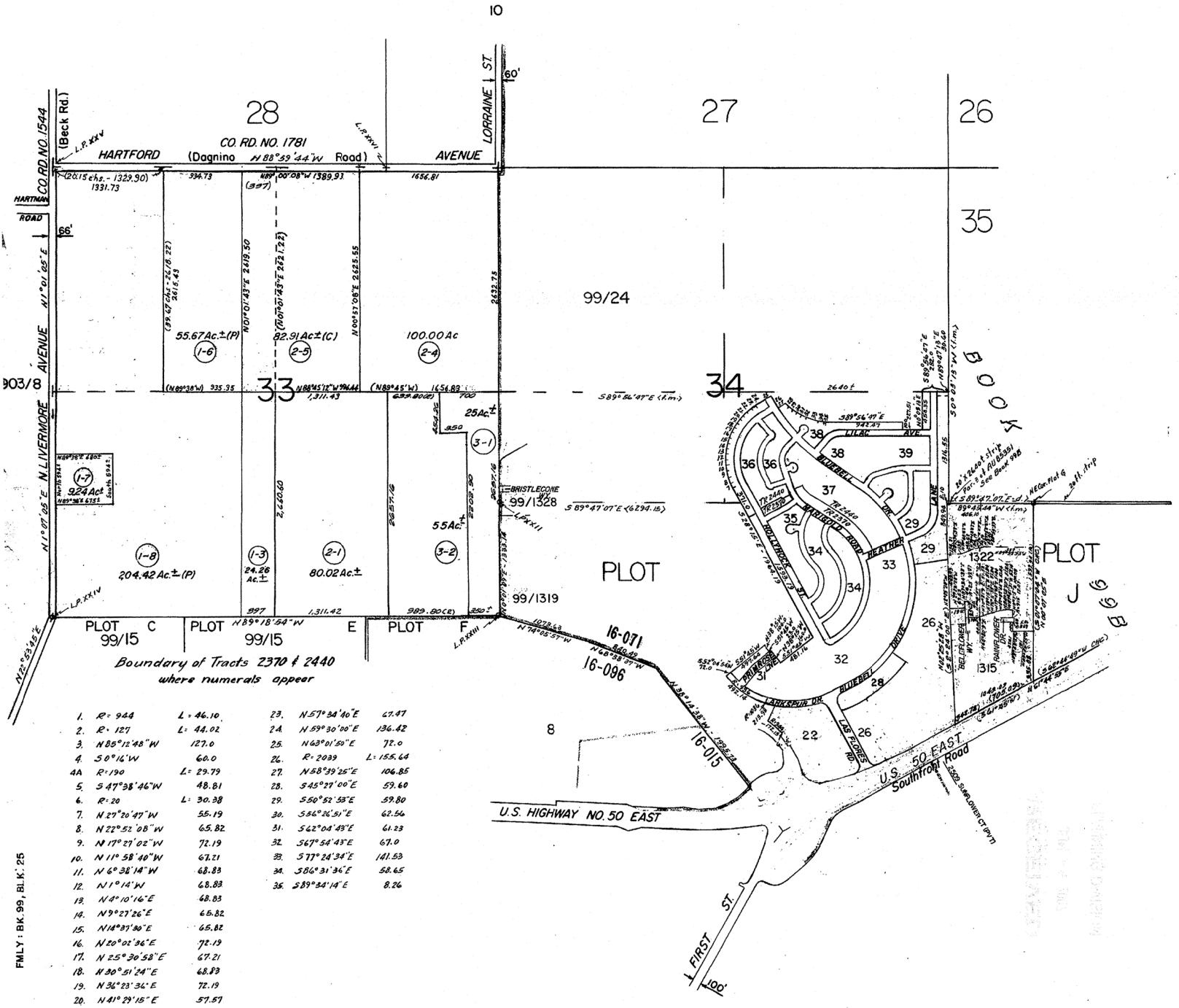
9

Scale: 1" = 1000'

MAP OF THE RANCHO LAS POSITAS (Bk. 95 D's. Pg. 205)

SECTIONS 33 & 34, T2S, R2E

Corrected: 11-21-77 RM 78-1
4-10-07 LL
9-16-81 PB
10-29-82 KT
12-29-83 PB
8-23-84 PB
10-3-84 PB
11-14-84 PB
2-15-85 PB
7-30-86 PB
10-4-88 BV
2-25-91 JT
5-17-93 PB
7-1-94 NVF
12-12-94 BV
5-03-95 VF
12-09-96 JW



1.	R = 944	L = 46.10	23.	N 57°34'40"E	67.47
2.	R = 127	L = 44.02	24.	N 59°30'00"E	136.42
3.	N 85°12'48"W	127.0	25.	N 63°01'50"E	72.0
4.	S 0°16'W	60.0	26.	R = 2039	L = 155.64
4A	R = 190	L = 29.79	27.	N 58°39'25"E	106.85
5.	S 47°38'46"W	48.81	28.	S 45°27'00"E	59.60
6.	R = 20	L = 30.38	29.	S 50°52'53"E	59.80
7.	N 29°20'47"W	55.19	30.	S 56°26'51"E	62.56
8.	N 22°52'08"W	65.82	31.	S 62°04'43"E	61.23
9.	N 17°27'02"W	72.19	32.	S 67°54'43"E	67.0
10.	N 11°58'40"W	67.21	33.	S 77°24'34"E	141.53
11.	N 6°38'14"W	68.83	34.	S 86°31'36"E	58.65
12.	N 1°14'W	68.83	35.	S 89°34'14"E	8.26
13.	N 4°10'16"E	68.83			
14.	N 9°27'26"E	65.82			
15.	N 14°37'30"E	65.82			
16.	N 20°02'36"E	72.19			
17.	N 25°30'58"E	67.21			
18.	N 30°51'24"E	68.83			
19.	N 36°23'36"E	72.19			
20.	N 41°29'15"E	57.57			
21.	N 46°24'58"E	68.83			
22.	N 52°04'30"E	74.46			

REF: R/S ARB. No. 162 A (R/S BK. 4 PG. 55) R/S 1159 19/5

A.C.M. 49

H.N. 6-29

Ind. 1

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT FOR THE ACQUISITON OF THE GREENVILLE ROAD PROPERTY (125.5 ACRES – APN 99B-5685-12)

In July and November of 2023, the City Council authorized staff to enter negotiations with the property owner to acquire in fee title for open space and conservation purposes. The property is located outside of the city limits and outside of the North Livermore Urban Growth Boundary.

On March 15, 2024, the Altamont Landfill Open Space Committee approved the City of Livermore's ("City") grant applications for the acquisition of the Greenville Road Property. On April 16, 2024, in accordance with Government Section 65402(a), the Livermore Planning Commission adopted a resolution and determined the City's acquisition of the Greenville Road Property is in conformance with Livermore's 2003 General Plan and implements the General Plan goals, objectives, policies, and strategies outlined below.

The Livermore 2003 General Plan includes a Community Character Element with the following goals, objectives, and policies regarding the preservation and enhancement of Livermore's natural environment as a valuable component of Livermore's character and identity (Exhibit A).

Goal CC-1 - Preserve and enhance Livermore's natural setting.

Objective CC-1.1 - Use open space to protect and enhance local community character and identity, to preserve rural characteristics, and to provide an edge to urban growth.

Policy CC-1.1 P6 - The City shall maintain an area of non-urbanized land surrounding Livermore to serve as a buffer between communities. Uses that are considered compatible with this area include agriculture, grazing, open space, recreation, and reclaimed sand and gravel extraction.

Policy CC-1.1 P7 - Open space shall be used to protect and enhance local community character and identity, and to guide the physical shape and direction of urban growth to preserve the rural characteristics of the area.

The City's acquisition will also implement the following General Plan goals, objectives, and policies regarding Open Space and Conservation:

Goal OSC-1 - Conserve the value and function of Livermore's open space as a biological resource.

Objective OSC-1.1 - Maintain biodiversity within the Planning Area with special emphasis on species that are sensitive, rare, declining, unique, or represent valuable biological resources.

Objective OSC-5.1 - Provide a comprehensive system of parks and recreation facilities in Livermore.

Policy OSC-5.1 P6 - The City shall coordinate and cooperate with LARPD and EBRPD in developing adequate regional park space around Livermore to serve foreseeable population increases in Livermore and its environs.

The proposed land acquisition will implement the following General Plan Land Use goals and objectives related to the North Livermore Urban Growth Boundary:

Goal LU-5 - It is the goal of the City to establish a coherent and logical pattern of urban uses that protects and enhances open space and agricultural uses by providing a clear and permanent boundary for urban uses within the City's Planning Area.

Objective LU-5.1 - Maintain an Urban Growth Boundary to protect open space and agricultural uses in North Livermore.

The proposed land acquisitions will implement the following General Plan Strategy related to the Climate Action Plan:

S-1.4 - Preserve open spaces. Continue the City's open space preservation efforts to preserve open space as conservation or working land to maintain carbon sequestration and other benefits.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the Project, and at a properly noticed public meeting, the City Council reviewed written and oral staff reports, took testimony, and received into the record all pertinent documents (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it has considered the Record Evidence and adopted a resolution finding the acquisition of the Greenville Road Property (125.5 acres – APN: 99B-5685-12) to be exempt from the California Environmental Quality Act in accordance with CEQA Guidelines Section 15313, which exempts acquisitions of lands for the purpose of conservation.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk.

BE IT FURTHER RESOLVED by the City Council of the City of Livermore that it hereby authorizes the City Manager to execute a Purchase and Sale Agreement and all other documents necessary for the acquisition of the Greenville Road Property (Exhibit B).

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore California.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A – Planning Commission Resolution
Exhibit B – Greenville Road Property Purchase and Sale Agreement

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING CONSISTENCY DETERMINATION (CD) 24-003 FOR THE ACQUISITION OF APPROXIMATLEY 125.5 ACRES (GREENVILLE ROAD PROPERTY – APN: 99B-5685-12)

The Planning Commission, as the City's planning agency, is required by Government Code Section 65402(a) to determine the consistency of the acquisition of real property and easements for public purposes with the City's General Plan; and

A Consistency Determination for the acquisition of real property and easements does not constitute a project for the purposes of the California Environmental Quality Act (CEQA) per section 21065 of the California Environmental Quality Act and CEQA Guidelines. Therefore, no environmental review under CEQA is required.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public meeting, the Planning Commission reviewed written and oral staff reports, took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, with respect to Consistency Determination (CD) 24-003, the Planning Commission finds:

1. Acquisition and disposition of real property is determined to be consistent with the City of Livermore General Plan

   Response: The acquisition of approximately 125.5 acres (Greenville Road Property – APN: 99B-5685-12) is consistent with the General Plan goals, objectives, policies, and strategies outlined below. The Livermore 2003 General Plan includes a Community Character Element with the following goals, objectives, and policies regarding the preservation and enhancement of Livermore's natural environment as a valuable component of Livermore's character and identity.

   Goal CC-1 - Preserve and enhance Livermore's natural setting.

   Objective CC-1.1 - Use open space to protect and enhance local community character and identity, to preserve rural characteristics, and to provide an edge to urban growth.

   Policy CC-1.1 P6. The City shall maintain an area of non-urbanized land surrounding Livermore to serve as a buffer between communities. Uses that are considered compatible with this area include agriculture, grazing, open space, recreation, and reclaimed sand and gravel extraction.

Policy CC-1.1 P7. Open space shall be used to protect and enhance local community character and identity, and to guide the physical shape and direction of urban growth to preserve the rural characteristics of the area.

The City's acquisition will also implement the following General Plan goals, objectives, and policies regarding Open Space and Conservation:

Goal OSC-1 - Conserve the value and function of Livermore's open space as a biological resource.

Objective OSC-1.1 - Maintain biodiversity within the Planning Area with special emphasis on species that are sensitive, rare, declining, unique, or represent valuable biological resources.

Objective OSC-5.1 - Provide a comprehensive system of parks and recreation facilities in Livermore.

Policy OSC-5.1 P6 - The City shall coordinate and cooperate with LARPD and EBRPD in developing adequate regional park space around Livermore to serve foreseeable population increases in Livermore and its environs.

The proposed land acquisitions will implement the following General Plan Land Use goals and objectives related to the North Livermore Urban Growth Boundary:

Goal LU-5 - It is the goal of the City to establish a coherent and logical pattern of urban uses that protects and enhances open space and agricultural uses by providing a clear and permanent boundary for urban uses within the City's Planning Area.

Objective LU-5.1 - Maintain an Urban Growth Boundary to protect open space and agricultural uses in North Livermore.

The proposed land acquisitions will implement the following General Plan Strategy related to the Climate Action Plan:

S-1.4 Preserve open spaces. Continue the City's open space preservation efforts to preserve open space as conservation or working land to maintain carbon sequestration and other benefits.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the findings set forth above and adopts these findings as part of this resolution. Based upon the Planning Commission's independent review of the Record Evidence and considerations, the Planning Commission, finds the acquisition of the Greenville Road Property including approximately 125.5 acres (APN: 99B-5685-12) is

consistent with the General Plan and hereby approves Consistency Determination (CD) 24-003.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California.

The Planning Commission's decision is subject to a 15-day appeal period in accordance with Livermore Development Code Chapter 9.15.

On the motion by Commissioner Kronzak, seconded by Commissioner Dunbar, the foregoing Resolution was passed and adopted at the Planning Commission meeting of April 16, 2024, by the following vote:

AYES: ANDERSON, DUNBAR, FINTSCHENKO, KRONZAK, LEARY.
NOES: NONE.
ABSENT: NONE.

Jacob Anderson, Chairperson

Stephen Riley

By Stephen Riley, Acting Planning Manager
Secretary to the Planning Commission

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EXHIBIT B

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions ("Agreement") dated as of _____, 2024 (the "Effective Date"), is made by and between the City of Livermore, a municipal corporation ("Buyer") and Mike Fuller Motorsports, Inc., ("Seller").

RECITALS

A. Seller is the owner of the Property (as defined in Section 1 below) pursuant to that certain Grant Deed dated 7/30/2019 and recorded on 7/30/2019, in the Official Records of Alameda County, California as Instrument No. 2019145519.

B. Buyer wishes to purchase the Property from Seller, and Seller wishes to sell the Property to Buyer, each upon the terms and conditions in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Purchase of the Property. Subject to the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller the following (collectively, the "Property"):

   1.1. Real Property. That certain real property located in Alameda County, California, consisting of approximately a total of (125.5) acres of land, relating to APN: 99B-5685-12, as more particularly described in Exhibit A attached hereto, together with all privileges, rights, easements, and appurtenances belonging to such real property (collectively, the "Real Property").

   1.2. Improvements. Any and all improvements, buildings, facilities, fixtures, structures, fences, and parking areas located on the Real Property (collectively, the "Improvements").

   1.3. All Other Tangible and Intangible Rights and Assets. All other rights and assets, tangible or intangible and wherever located, which relate to the Real Property.

2. Purchase Price. The purchase price for the Property ("Purchase Price") shall be $2,100,000 Two Million One Hundred Thousand Dollars (purchase price), and shall be payable as follows:

   2.1. Deposit. Within five (5) business days of Effective Date, Buyer shall deposit into Escrow 50% of the sum of One Million Fifty Thousand Dollars ($1,050,000) in cash ("Deposit"). In the event that Buyer

exercises the option, in its sole discretion, to terminate this Agreement, the Escrow Holder shall be, and is hereby irrevocably instructed by Seller and Buyer, to immediately pay to Buyer the full amount of the Deposit and any interest earned thereon without further instructions.

3. Escrow; Closing Conditions.

3.1. Escrow. Upon full execution and delivery of this Agreement, Buyer shall promptly open an escrow account ("Escrow") with First American Title Company, located at 4900 Hopyard Road, Suite 110, Pleasanton, CA 94588 ("Escrow Holder"). This Agreement shall, to the extent possible, serve as escrow instructions. The parties agree to execute such additional escrow instructions as may be required by Escrow Holder, which instructions shall be consistent with this Agreement. The "Close of Escrow" shall occur as soon as practicable after the satisfaction of all condition's precedent specified in this Agreement, but in any event, on or before thirty (30) business days following the Effective Date.

3.2. Fees. Buyer shall pay all of Escrow Holder's fees, including escrow charges and fees. Buyer shall pay the costs of a CLTA Standard Owner's Policy of Title Insurance with respect to the Real Property insuring Buyer in the full amount of the Purchase Price, all documentary transfer taxes, and recording fees. Buyer shall pay for the costs of any endorsements to the Title Policy (as hereinafter defined) and the incremental cost of an ALTA Extended Owner's Policy of Title Insurance if Buyer desires to obtain such a policy. As used herein, "Title Policy" shall mean a CLTA Standard Owner's Policy of Title Insurance and, if applicable, an ALTA Extended Owner's Policy of Title Insurance, subject only to the Permitted Exceptions (as hereinafter defined) and containing such endorsements as Buyer may require in its sole discretion.

3.3. Deposit of Documents into Escrow.

3.3.1. Seller shall deposit with Escrow Holder the following items no later than five (5) business days after the Effective Date, duly executed and acknowledged where required:

a. The Grant Deed;

b. Completed Franchise Tax Board Form 597-W and an affidavit certifying that Seller is not a "foreign person" as defined in the Internal Revenue Code;

c. A completed California Form 593-C (which provides that no portion of the Purchase Price shall be required to be withheld by or on behalf of Buyer), duly executed by Seller; and

d. Any other documents, instruments or agreements reasonably required to be delivered hereunder to Escrow Holder or to Buyer in order to consummate the transactions contemplated by this Agreement.

3.3.2. Buyer shall execute and/or deliver the following to the Escrow Holder for delivery or disbursement to Seller on Close of Escrow:

a. The Purchase Price;

b. Escrow Holder's costs and expenses, as herein provided; and

c. Any other documents, instruments or agreements reasonably required to be delivered hereunder to Escrow Holder or to Seller in order to consummate the transactions contemplated by this Agreement.

3.4. Close of Escrow. Escrow Holder shall do all of the following upon Close of Escrow:

3.4.1. Record the Grant Deed, with a Certificate of Acceptance, in the Official Records of Alameda County, California;

3.4.2. Cause the Title Policy to be issued to Buyer within a reasonable time after Close of Escrow; and

3.4.3. Disburse the Purchase Price to Seller less the amount of any other closing expense payable by Seller pursuant to the terms of this Agreement.

4. Title Matters; Insurance.

4.1. Title. Title to the Property shall be conveyed to Buyer free and clear of all liens, claims and encumbrances except as permitted in this Section (the "Permitted Exceptions").

4.2. Approval of Exceptions. Within five (5) business days after Escrow is opened, or as soon thereafter as reasonably possible, Seller shall cause Escrow Holder to deliver to Buyer a preliminary title report with respect to the Real Property (the "Preliminary Report") together with copies of all recorded documents shown as exceptions thereto. Buyer shall notify Seller ("Buyer's Title Objection Notice") within ten (10) business days after the Effective Date of any objections to the preliminary title report. If Buyer, in its sole and absolute discretion, disapproves of any of the exceptions shown on the Preliminary Report, Buyer must deliver Buyer's Title Objection Notice to Seller, which shall outline the Disapproved Exceptions, those items that appear on the Preliminary Report to which the Buyer objects. The term "Permitted Exceptions" shall mean (i) the title exceptions that are not disapproved of by Buyer in Buyer's Title Objection Notice or (ii) the title exceptions for which Escrow Holder is irrevocably committed to insure against by the issuance of endorsements to the Title Policy, which endorsements must be acceptable to Buyer in its sole discretion. Notwithstanding anything else contained in this Agreement, the following shall be Permitted Exceptions: real estate taxes, assessments, vault charges and water and sewer charges not currently due and payable, subject to adjustment as provided in Section 7 of this Agreement.

4.3. Seller shall have five (5) business days following receipt of Buyer's Title Objection Notice to provide Buyer with written notice ("Seller's Title Notice") that either: (i) Seller is unwilling or unable to deliver title to the Real Property subject only to the

Permitted Exceptions; or (ii) Seller is willing to use commercially reasonable efforts to deliver title to the Real Property subject only to the Permitted Exceptions within a specified period of time not to exceed thirty (30) business days from the date of such Seller's Title Notice ("Extension Date"). Failure by Seller to deliver Seller's Title Notice to Buyer within the five (5) business day period specified above shall constitute Seller's agreement to use commercially reasonable efforts to deliver title at Close of Escrow subject only to the Permitted Exceptions. If in Seller's Title Notice, Seller has deemed that it is unwilling or unable to deliver title to the Real Property subject only to the Permitted Exceptions, Buyer shall have the option, by notice to Seller within five (5) business days after receipt of Seller's Title Notice, but in no event after the expiration of the Review Period (as defined in Section 5.1 below), to either (i) accept such title to the Real Property as Seller can provide, or (ii) to terminate this Agreement and have the Deposit returned if permitted by Section 2.1 hereof. If for any reason whatsoever, Seller remains unable or unwilling to deliver title subject only to the Permitted Exceptions by the Extension Date, and if Buyer shall still be unwilling to accept such title to the Real Property as Seller can provide, then either party may terminate this Agreement without further liability. If, after the date hereof, any additional items come into existence which would show as exceptions to title insurance in the Title Policy, and Seller fails to remove same prior to the Close of Escrow, Buyer shall have the choice of: (i) terminating this Agreement and the Escrow and thereafter neither Seller nor Buyer shall have any further obligations under this Agreement; or (ii) completing the purchase of the Property in accordance with the terms of this Agreement.

5. Due Diligence Investigation.

5.1. Review Period. Buyer may conduct investigations and reviews of the Property including, but not limited to, the physical condition or state of the Property, environmental matters (including, without limitation, Phase I and Phase II environmental reports of the Property), title matters, zoning matters, governmental, regulatory or land use matters, and any other matters affecting Buyer or Buyer's anticipated use and ownership of the Property during the term of this Agreement. The Review Period shall continue for a period of 15 business days after the Effective Date. After 15 business days after the Effective Date, the Review Period shall be terminated.

5.2. Disapproval of Investigation. If Buyer, in its sole and absolute discretion, disapproves any of the results of its investigation and review, Buyer may, subject to Section 2.1 hereof, terminate this Agreement without any liability whatsoever by providing written notice thereof to Seller on or before the termination date of the Review Period. If this Agreement is so terminated, the Deposit shall be returned if permitted by Section 2.1 hereof and neither party shall have any further liability hereunder. If Buyer fails to deliver such notice to Seller on or before the termination of the Review Period, Buyer shall be deemed to have elected to consummate this transaction.

5.3. Access to Property. Seller agrees to grant Buyer and Buyer's employees, agents, consultants, and other authorized representatives the right to reasonable access to the Property at reasonable times during the Term of this Agreement subject to twenty-four hours' notice to the Seller of Buyer's intent to access the Property.

6. Possession. Possession of the Property shall be delivered to Buyer on Close of Escrow in its "as-is" condition, free of all tenancies and subject to the representations and warranties and covenants of Seller contained herein.

7. Prorations. All utility costs, real property taxes and assessments, water charges and assessments, bond payments and other expenses affecting the Property shall be prorated as of Close of Escrow. If, at the time of the Close of Escrow, the tax rate or the assessed valuation of the Property has not been fixed, the apportionment of taxes will be upon the basis of the most recently established tax rate applied to the latest assessed valuation (subject to adjustment as hereinafter provided). If any expenses (other than taxes) for the Property cannot be determined finally as of Close of Escrow, such expense will be prorated on the best available information. Adjustments to the prorations will be made from time to time after Close of Escrow to take account of final information as to expenses estimated as of the Close of Escrow or to adjust expenses that were not included in the prorations done at the Close of Escrow, and Buyer or Seller, as applicable, will pay the other on demand such amounts as may be appropriate based on such adjustments, together with interest at twelve percent (12%) per annum from the date of demand if such amount remains unpaid more than ten (10) business days after demand. Any reproration of expenses must be completed within one hundred eighty (180) calendar days after Close of Escrow or, in the case of taxes, within ninety (90) calendar days after the tax (or adjustment of tax) is billed, and neither Buyer nor Seller will be entitled to request a payment on account of reprorations after such date. Notwithstanding the foregoing, Seller shall remain fully liable for the payment of any taxes assessed against the Property and attributable to any period prior to Close of Escrow, irrespective of when such taxes are billed by the relevant taxing authorities. In addition, Buyer specifically acknowledges that Seller shall be entitled to any refund of real and personal property taxes, installments of bonds and special taxes and assessments attributable to the Property and allocable to the period prior to Close of Escrow ("Refunds"). Any such Refunds shall be paid to Seller regardless of when they are received.

8. Real Estate Brokers. Each party hereby agrees to indemnify, protect and defend the other (by counsel acceptable to the party seeking indemnification) against and hold the other harmless from and against any and all damages, liabilities, loss, cost and expense, including, but not limited to, reasonable attorneys' fees and court costs, resulting from any claims for any such real estate commission, finder's fee or other real estate brokerage-type commission by any person or entity based upon such acts. The foregoing indemnities shall survive Close of Escrow or any earlier termination of this Agreement.

9. Representations, Warranties, and Covenants of Seller. Seller represents, warrants and covenants to Buyer that:

   9.1. Seller's Warranty of Authority. Seller has the full power and authority to execute and enter into this Agreement and the authority to consummate the transactions contemplated in this Agreement.

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9.2. Non-Foreign Person. Seller is not a "foreign person" within the meaning of Internal Revenue Code section 1445.

9.3. Enforceability. This Agreement constitutes the valid and binding agreement of Seller, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and creditors' rights laws generally.

9.4. Due Diligence Deliverables. True, correct and complete copies of all Due Diligence Deliverables prepared by third parties will be delivered to Buyer within five (5) business days following receipt by Seller; provided, however, that Seller makes no warranty express or implied as to the correctness of the contents of such Due Diligence Deliverables. True and correct copies of all other Due Diligence Deliverables prepared by Seller will be delivered to Buyer not later than three (3) business days following the execution and delivery of this Agreement by Seller and Buyer.

9.5. Notices. Except as disclosed to Buyer in the Due Diligence Deliverables, Seller has not received any notices from or sent any notices to any federal, state, or local governmental authority having jurisdiction over the Property or any other third party regarding, without limitation, environmental conditions, the presence or absence of hazardous materials, zoning, land use, suitability for a particular purpose, or compliance with law. To Seller's knowledge, the Property is in compliance with all laws, rules and regulations, including, without limitation, any state or federal environmental laws, e.g., CERCLA, RCRA, FWPCA, TSCA, HMTA.

9.6. Leases; Agreements. Seller represents it is not a party to any lease, license or other agreement granting possessory rights with respect to the Property, and that there are no tenants on the Property. As of the Close of Escrow, Seller shall not be a party to any lease agreement, license, or other agreement granting possessory rights with respect to the Property and there shall be no tenants on the Property. To the extent Seller is a party to any lease agreement, license, or other agreement granting possessory rights with respect to the Property, Seller shall provide Buyer with Estoppel Certificates and copies of all leases, licenses or other such agreements no later than five (5) business days after the Effective Date. From and after the Effective Date, Seller shall not create any leases or other agreements affecting the Property without Buyer's prior written consent.

9.7. Contracts. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer true and correct copies of any contracts and agreements affecting the Property. As of the Close of Escrow, no contracts or agreements that are binding on the owner of the Property shall remain in effect. From and after the Effective Date, Seller shall not enter into any new contracts or agreements relating to the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed and shall be deemed given if the term of such contract or agreement shall expire prior to the Close of Escrow.

9.8. Actions, Suits or Proceedings. There are no actions, suits, or proceedings, pending, or, to Seller's knowledge, threatened, before any commission, board, bureau,

agency, arbitrator, court, or tribunal affecting, or that would affect, the Property or the right to occupy or utilize the Property.

9.9. No Bankruptcy Proceedings. Seller is not the subject of any bankruptcy, insolvency, or probate proceeding.

9.10. Taxes and Assessments. Seller represents it has paid all taxes, charges, and assessments (special or otherwise) billed, due and payable for all years up through and including the 2023-2024 tax year required to be paid to any taxing authority or other association, which, if unpaid, could in any way constitute a lien against the Property or any part thereof. Seller has not received any notice from any taxing authority, governmental agency or other association:
(i) asserting that Seller has failed to file or has improperly filed any tax return or report required to be filed or of any charges now owing by it which could in any way now or hereafter constitute a lien or claim against the Property or any part thereof; or (ii) regarding any pending or contemplated taxes, assessments, charges or fees which affect or will affect the Property other than customary property taxes/assessments, as reflected in the Title Report. No action or proceeding is now pending by a governmental agency or authority or other association for the assessment or collection of any such taxes, charges or assessments against Seller.

10. Representations and Warranties of Buyer. Buyer hereby represents to Seller that at the date of execution hereof and at and as of Close of Escrow, Buyer is a municipal corporation and has the legal capacity to understand and execute this Agreement and all related documents.

11. Survival. All of the representations and warranties of Buyer and Seller made in conjunction with and pursuant to this Agreement shall survive Close of Escrow, but only for a period of ninety (90) calendar days. No claim shall be allowed on any such representation or warranty unless notice of the claim and a detailed statement of the basis for the claim is delivered by the claimant to the other party within such period.

12. Conditions of Closing.

12.1. Buyer's Conditions. Buyer's obligations to purchase the Property on Close of Escrow are expressly conditioned upon each of the following:

12.1.1. Title Insurance. Seller shall be prepared to convey to Buyer good and marketable title to the Real Property subject only to the Permitted Exceptions, and the Escrow Holder shall be irrevocably committed to issuing the Title Policy.

12.1.2. Buyer's Inspection. There shall have been no material adverse change in the condition of the Property between the end of the Review Period and the Close of Escrow.

12.1.3. Closing Warranties. The representations and warranties of Seller contained in this Agreement being true, correct and complete on and as of Close of Escrow as if the same were made on such date.

12.1.4. Delivery Into Escrow. Seller having delivered to Escrow all items required by this Agreement and having complied with all other covenants and conditions of this Agreement to be performed or complied with by Seller.

12.2. Seller's Conditions. Seller's obligation to sell the Property on Close of Escrow is expressly conditioned upon each of the following:

12.2.1. Closing Warranties. The representations and warranties of Buyer contained in this Agreement being true, correct and complete on and as of Close of Escrow as if the same were made on such date.

12.2.2. Delivery Into Escrow. Buyer having delivered to Escrow all items required by this Agreement, including without limitation the Purchase Price, and having complied with all other covenants and conditions of this Agreement to be performed or complied with by Buyer.

13. Failure of Conditions. If any of the conditions specified in this Agreement fail to occur prior to Close of Escrow, the party benefited by such condition shall have the power, exercisable by giving written notice to the Escrow Holder and to the other party, either to waive the condition or to cancel the Escrow and terminate this Agreement. In the event this Agreement is terminated due to the failure of a condition specified herein, the Deposit shall be disbursed in accordance with Section 2.1.

14. Indemnification.

14.1. Seller's Indemnification. From and after Close of Escrow, Seller shall indemnify, defend, protect, and hold harmless Buyer, Buyer's past, present, and future parents, subsidiaries, and affiliates, and their respective directors, officers, shareholders, partners, members, managers, trustees, employees, agents, attorneys, representatives, affiliates, predecessors in interest, successors and assigns (collectively, the "Buyer Indemnified Parties"), from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature whatsoever (including reasonable attorneys' fees, expert fees, and costs) arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement, or for any activity or event involving Seller's activities on the Property occurring prior to Close of Escrow. This indemnity does not apply, however, to any item, matter, occurrence or condition which was disclosed in writing to or known to Buyer (including its agents, consultants and representatives) or any other of the Buyer Indemnified Parties with authorization to act on behalf of Buyer prior to the expiration of the Review Period.

14.2. Buyer's Indemnification. From and after Close of Escrow, Buyer shall indemnify, defend, protect and hold harmless Seller, Seller's past, present and future parents, subsidiaries and affiliates, and their respective directors, officers, shareholders, partners, members, managers, trustees, employees, agents, attorneys, representatives, affiliates, predecessors in interest, successors and assigns (collectively, the "Seller Indemnified Parties"), from and against any and all claims, demands, liabilities, costs, expenses, damages and losses, cause or causes of action and suit or suits of any nature

whatsoever (including reasonable attorneys' fees and costs) ("Losses") arising out of Buyer's ownership and/or operation of the Property following Close of Escrow, or from any misrepresentation or breach of warranty or covenant by Buyer in this Agreement; provided, however, Buyer shall not indemnify any of the Seller Indemnified Parties for any Losses resulting from: (i) any of the Seller Indemnified Parties' negligence, negligence per se, or intentional misconduct; or (ii) any Environmental Clean Up Claims.

15. Notices. All notices and demands of any kind that either party may be required or desire to serve upon the other party shall be in writing and shall be served upon such other party by personal service (including overnight delivery by a recognized carrier such as UPS or FedEx), by facsimile transmission followed by mail delivery of the original of such notice, or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows:

If to Buyer: City of Livermore
1052 S. Livermore Ave.
Livermore, CA 94550
Attn: Stephen Riley
(Acting) Planning Manager
Telephone: (925) 960-4461
Facsimile: (925) 960-4149

If to Seller: Mike Fuller Motorsports Inc.
4120 Foothill Road
Pleasanton, CA 94588

Service by mail shall be deemed complete on the date of actual delivery as shown on the addressee's return receipt. Service by facsimile transmission shall be deemed served upon receipt of the facsimile transmission by the addressee, provided it is received prior to 5:00 PM local time by the recipient on a business day (and if not so received by such time, then it shall be deemed given on the next business day) and the sender receives written confirmation of transmission; provided that the sender shall also send the original by mail delivery or overnight courier. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice to the other party.

16. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

17. Time is of the Essence. Time is of the essence in this Agreement.

18. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect. However, unless such stricken term, provision, covenant or condition goes to the essence of the consideration bargained for by a party, the remaining terms, provisions, covenants and conditions of this Agreement shall

continue iMike in full force and effect, and to the extent required, shall be modified to preserve their validity.

19. Entire Agreement. This Agreement constitutes the sole and only agreement between Buyer and Seller concerning the Property and their rights and duties in connection with the Property. Any prior or other agreements or representations between Buyer and Seller regarding such matters shall be null and void, unless otherwise expressly set forth in this Agreement.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit brought hereon shall be brought in the state or federal courts sitting in Alameda County, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper.

21. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto. It shall not be necessary for each party to execute the same counterpart hereof.

22. Assignment. Seller may assign this Agreement and all rights and obligations hereunder without Buyer's consent to any parent, subsidiary or affiliate of Seller. Buyer shall have no right to assign its rights under this Agreement to any other person or entity.

23. Attorneys' Fees. If any action is filed by any of the parties hereto to enforce and/or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party.

24. BUYER'S REMEDIES. **IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED BECAUSE OF A DEFAULT UNDER THIS AGREEMENT ON THE PART OF SELLER (INCLUDING SELLER'S BREACH OF ANY REPRESENTATION OR WARRANTY SET FORTH IN SECTION 9 OF THIS AGREEMENT OR SELLER'S FAILURE TO DELIVER ANY OF THE DOCUMENTS DESCRIBED IN SECTIONS 3, 9, & 12 OF THIS AGREEMENT OR DUE TO THE FAILURE OF A CONDITION FOR BUYER'S BENEFIT SET FORTH IN SECTIONS 9, OR 12, AND BUYER IS READY, WILLING AND ABLE TO CLOSE, BUYER, AS ITS SOLE AND EXCLUSIVE REMEDY, MAY EITHER (A) TERMINATE THIS AGREEMENT IN ITS ENTIRETY BY DELIVERY OF NOTICE OF TERMINATION TO SELLER, WHEREUPON THE DEPOSIT SHALL BE IMMEDIATELY RETURNED TO BUYER, OR (B) CONTINUE THIS AGREEMENT PENDING BUYER'S ACTION FOR SPECIFIC PERFORMANCE HEREUNDER PROVIDED APPROPRIATE PROCEEDINGS ARE PROMPTLY COMMENCED BY BUYER (BUT IN ANY EVENT WITHIN (30) BUSINESS DAYS AFTER DISCOVERY OF SUCH DEFAULT) AND PROSECUTED WITH DILIGENCE AND CONTINUITY WHEREUPON SELLER SHALL PAY TO BUYER ALL REASONABLE FEES, COSTS AND EXPENSES INCURRED BY BUYER IN CONNECTION WITH BUYER'S ACTION FOR SPECIFIC PERFORMANCE IF SUCCESSFUL AND ANY OTHER AMOUNTS WHICH MAY BE PAYABLE PURSUANT TO THE TERMS**

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AND CONDITIONS OF THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER HEREBY WAIVES ANY AND ALL REMEDIES FOR SELLER'S FAILURE IN PERFORMANCE, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO OBTAIN DAMAGES FROM SELLER, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, AND BUYER ACKNOWLEDGES THAT SELLER SHALL IN NO EVENT BE LIABLE THEREFOR.

Seller's Initials DS MLF Buyer's Initials _____

25. Condemnation. If prior to Close of Escrow any Non-Material Part (as defined below) of the Real Property is taken by eminent domain or a notice or threat of any eminent domain proceedings with respect to any Non-Material Part of the Real Property is received by the Seller, this Agreement shall remain in force, and Buyer shall be entitled to all awards or damages by reason of any exercise of the power of eminent domain or condemnation with respect to or for the taking of the Real Property or any part thereof. If, prior to Close of Escrow, all or any part of the Real Property, other than a Non-Material Part, is taken by eminent domain or a notice or threat of any eminent domain proceedings with respect to the Real Property or any part thereof, then Seller shall within five (5) business days thereafter give notice thereof to Buyer and Buyer shall have the option to (i) complete the purchase hereunder, or
(ii) terminate this Agreement, in which event the Deposit shall be immediately refunded to Buyer, and thereafter neither party shall have any further liability hereunder. Buyer shall deliver written notice of its election to the Seller within fifteen (15) business days after the date upon which the Buyer receives written notice from Seller of such eminent domain proceedings or notice or threat thereof. If notice of condemnation is received by Buyer and Buyer fails to deliver said written notice of its election within said time period, such failure shall constitute a waiver by Buyer of its right to terminate this Agreement. If this Agreement is not so terminated, any negotiation for, or agreement to, and all contests of any offers and awards relating to eminent domain proceedings shall be conducted with the joint approval and consent of the Seller and the Buyer, and Buyer shall be entitled to all awards or damages by reason of any exercise of the power of eminent domain or condemnation with respect to or for the taking of the Real Property or any part thereof. For purposes hereof a taking of a Non-Material Part of the Real Property shall be deemed to have occurred if it results in a taking of less than ten percent (10%) of the gross acreage of the Real Property.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BUYER:

CITY OF LIVERMORE

By: _____
Name: Marianna Marysheva
Title: City Manager

APPROVED AS TO FORM:

DocuSigned by: Katherine Mirassou D48B6A0C4F27411... DS

Deputy/Assistant/City Attorney

SELLER:

Mike Fuller Motorsports Inc.

By: DocuSigned by: Michael L. Fuller EB28C1B542C54A9...
Name: Michael L. Fuller
Title: President

AGREED AND ACCEPTED BY:

First American Title Company

By:_____ Dated: _____
Kellie Sanders
Authorized Signatory

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 099B-5685-012-00

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHERLY ONE-HALF (N 1/2) OF THE SECTION THIRTY-ONE (31), TOWNSHIP TWO (2) SOUTH, RANGE THREE (3) EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EASTERLY LINE OF SAID SECTION 31 WITH THE SOUTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN THE DEED FROM ANDREW N. CHRISTENSEN ET UX, TO STATE OF CALIFORNIA, RECORDED JUNE 10, 1941, IN VOLUME 4078, PAGE 248, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE ALONG SAID SOUTHERLY LINE NORTH 81° 50' 07" WEST, 370.86 FEET; THENCE SOUTH 49° 37' 27" WEST, 495.14 FEET; THENCE NORTH 72° 56' 39" WEST, 910.28 FEET; THENCE SOUTH 46° 36' 06" WEST, 559.02 FEET; THENCE SOUTH 81° 27' 12" WEST, 1833.24 FEET; THENCE SOUTH 88° 09' 39" WEST, 218.91 FEET TO THE GENERAL NORTHEASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED AS PARCEL C IN THE DEED FROM ANDREW N. CHRISTENSEN AND THEA K. CHRISTENSEN TO STATE OF CALIFORNIA, RECORDED AUGUST 7, 1963, IN REEL 958, IMAGE 361, OFFICIAL RECORDS OF ALAMEDA COUNTY; THENCE ALONG SAID GENERAL NORTHEASTERLY LINE IN A SOUTHEASTERLY DIRECTION 1550 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE EASTERLY ALONG LAST SAID SOUTHERLY LINE AND EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31 A DISTANCE OF 3000 FEET, MORE OR LESS TO THE EASTERLY LINE OF SAID SECTION 31; THENCE ALONG LAST SAID LINE NORTH 1° 13' 23" EAST, 1861 FEET, MORE OR LESS, TO THE POINT OF COMMENCEMENT.

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EXHIBIT B

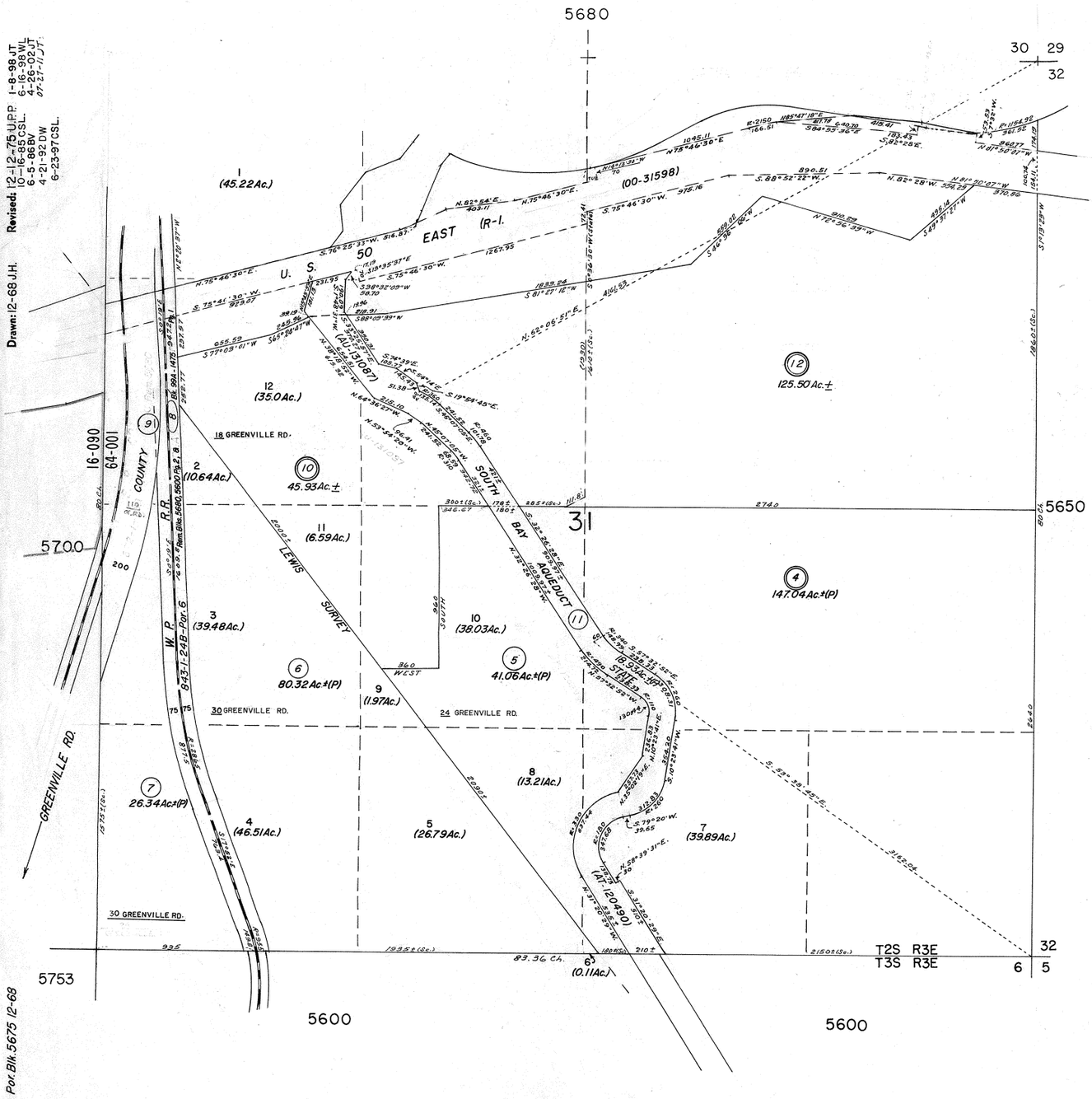
ASSESSOR'S MAP 99B

Code Area Nos. 64-001

5685

Scale 1" = 500'

T. 2 S., R. 3 E. (PORTION SECTION 31)



Drawn: 12-68 J.H. Revised: 12-12-75 U.P.P. 1-9-98 JT 10-16-85 CSL 6-16-93 WL 6-5-86 BV 4-26-02 JT 4-21-92 DW 07-27-11 JT 6-23-97 CSL

Formerly: Por. Blk. 5675 12-68

A.C.M. 49, 50

Reference: Case 2-19-17; Case 5-5-1

HPN - 12
Ind. 2

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING FUNDS FROM THE DOUGHERTY VALLEY SETTLEMENT AGREEMENT (FUND 925) FOR THE AMOUNT OF $980,000 TO ACQUIRE THE HARTFORD HILLS PROPERTY (82 ACRES – APNS 902-9-3-1, 902-9-3-2)

As part of the Dougherty Valley Settlement Agreement, a fund was established to settle Water Litigation. The fund was created to support habitat preservation. The Agreement contains the following clause in section 6(d)(i) for the expenditure of funds from the settlement:

> "City staff will meet and confer with [Citizens for Balanced Growth] prior to formulating its recommendations for acquisitions."

City of Livermore ("City") staff has made numerous attempts to meet-and-confer with Citizens for Balanced Growth concerning the recommendations being prepared by City staff to the City Council regarding the expenditure of settlement funds for acquisition of the Properties by the City of Livermore for conservation and preservation purposes. Those requests were made in December 2023 and January, February, and March 2024, but Citizens for Balanced Growth has not met with City staff. A final request was made to meet-and-confer with City staff by April 24, 2024. Citizens for Balanced Growth did not meet with City staff. Based on the lack of communication and response from and consistent with the Agreement, staff has concluded that Citizens for Balanced Growth does not support the expenditure of Dougherty Valley settlement funds for the acquisition of the Hartford Hills Property.

In July and November of 2023, the City Council authorized staff to enter negotiations with the property owner to acquire in fee title for the Hartford Hills Property for open space and conservation purposes. The property owner representatives and the City have negotiated terms for the acquisition of the property. The City Council is responsible for appropriating funds from the Dougherty Valley Settlement Agreement (Fund 925).

The funding authorization is not a project under the California Environmental Quality Act (CEQA) and CEQA Guidelines section 15378, because an approval of the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review is required.

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

1. The City Council authorizes the allocation of $980,000 from the Dougherty Valley Settlement Agreement (Fund 925) for the acquisition of the Hartford Hills Property (82 acres - APNs: 902-9-3-1 and 902-9-3-2).

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Jason R. Alcala
Jason R. Alcala
City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROPRIATING FUNDS FROM THE OPEN SPACE ACQUISITION AND MANAGEMENT ACCOUNT (FUND 642) FOR THE AMOUNT OF $856,000 TO ACQUIRE THE GREENVILLE ROAD PROPERTY (125.5 ACRES – APN:99B-5685-12)

In July and November of 2023, the City Council authorized City of Livermore ("City") staff to enter negotiations with the property owner to acquire in fee title for the Greenville Road Property (125.5 acres – APN: 99B-5685-12) for open space and conservation purposes. The property owner representatives and the City have negotiated terms for the acquisition of the property. The City Council is responsible for appropriating funds from the Open Space Acquisition and Management Account (Fund 642).

The funding authorization is not a project under the California Environmental Quality Act (CEQA) and CEQA Guidelines section 15378, because an approval of the expenditure of funds would not approve a physical development project, would not physically change the environment, and would help preserve natural habitat. Therefore, no environmental review is required.

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

1. The City Council authorizes the allocation of $856,000 from the Open Space Acquisition and Management Account (Fund 642) for the acquisition of the Greenville Road Property (125.5 acres – APN: 99B-5685-12) for open space and conservation purposes.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Jason R. Alcala
Jason R. Alcala
City Attorney

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.6**

DATE: July 8, 2024

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Resolution authorizing an agreement with the County of Alameda Probation Department, accepting funding for the term of July 1, 2024 - June 30, 2026, for Horizons Family Counseling to provide mental health-related services and programs in an amount not-to-exceed $1,502,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing an agreement with County of Alameda Probation Department, accepting funding for the term of July 1, 2024 - June 30, 2026, in a not-to-exceed amount of $1,502,000 for Horizons to provide mental health related services and programs focused on therapeutic counseling, crisis intervention, diversion, and case management services aimed at preventing formal entry into the juvenile system or recidivism.

SUMMARY

For the past ten years, the City of Livermore has received annual funding from the County of Alameda, Probation Department to partially fund Horizons Family Counseling services. On July 1, 2024, Horizons Family Counseling will be awarded as a recipient of a new services agreement with an annual funding of no more than $751,000 for a two-year term (July 1, 2024 - June 30, 2026). This funding would support both salaries and supplies for the term of the agreement.

DISCUSSION

Over the past forty years, Horizons Family Counseling has provided mental health related services for community members of the Tri-Valley. Horizons Family Counseling services include individual/family psychotherapy, crisis intervention, case management, diversion, educational trainings, and community outreach. Over the last few years, there has been an influx of mental health challenges that has led to a marked increase in the number of young people seeking professional mental support.

Funding from the County of Alameda allows Horizons to continue to provide high-quality, safe, effective, affordable, and confidential services for families within the Tri-Valley. In addition, the funding allows Livermore Valley Joint Unified School District students to receive free school-based counseling on-site.

Mental health is crucial for a person's overall well-being and quality of life. It impacts a person's thoughts, emotions, and behaviors and influences stress management, relationships, and decision-making. With continued funding from the County of Alameda, Horizons will be able to fulfill its mission and vision that every young person is resilient and feels supported and connected to family and community.

FISCAL AND ADMINISTRATIVE IMPACTS

The grant shall not exceed $751,000 annually for the two-year term, which funds a portion of Horizons Family Counseling personnel costs and supplies that would otherwise be funded by the General Fund. This funding is included in the FY 2024-25 budget.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

4: Partner with the community to enhance collaborative problem solving and to improve the quality of life in Livermore.

ATTACHMENTS

1. Resolution
2. Exhibit A - Agreement

Prepared by: Asceneth Paez-Arroyo
Youth and Family Services Manager - Clinical

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 AUTHORIZING EXECUTION OF AN AGREEMENT WITH COUNTY OF ALAMEDA PROBATION DEPARTMENT ACCEPTING FUNDING IN AN AMOUNT NOT-TO-EXCEED $1,502,000 FOR HORIZONS TO PROVIDE MENTAL HEALTH RELATED SERVICES FOR A TERM OF TWO YEARS

The City of Livermore has been awarded $1,502,000 for the period of July 1, 2024 to June 30, 2026. Historically, Horizons Family Counseling has been in multiple contracts with the County of Alameda for several years. As such, the relationship and collaborative efforts have allowed Horizons to achieve its goal of serving 342 youth and families over the past five years.

Funding from the County of Alameda allows Horizons to continue to provide high quality, safe, effective, affordable, and confidential services for families within the Tri-Valley. In addition, the funding provides Livermore Valley Joint Unified School District students access to receive free school-based counseling on site.

Mental health is crucial for a person's overall well-being and quality of life. Mental health impacts a person's thoughts, emotions, and behaviors while influencing stress management, relationships, and decision-making. With continued funding from the County of Alameda, Horizons Family Counseling will be able to fulfill its mission and vision that every young person is resilient and feels supported and connected to family and community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby authorizes the City Manager to execute the County of Alameda's Standard Services Agreement, attached hereto as Exhibit A, for the term of July 1, 2024 to June 30, 2026, in the amount of $1,502,000.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A – Agreement with Alameda County

RESOLUTION NO. _____

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: City of Livermore DEPT #: 250301

TITLE/SERVICE: Youth Service Center

DEPT. CONTACT: Bede Anunne PHONE: 510-268-7065

I. INFORMATION ABOUT THE CONTRACTOR	YES	NO
1. Is the contractor a corporation or partnership?	☐	☒
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract?	☒	☐
3. If the answer to BOTH questions is YES, provide the employer ID number here: _____ No other questions need to be answered. Withholding is not required.		
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: 94-6000359 (City) No other questions need to be answered. Withholding is not required.		
5. If the answer to question 2 is NO, continue to Section II.		

II. RELATIONSHIP OF THE PARTIES	YES	NO
1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so?	☐	☒
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County?	☐	☒
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)?	☐	☒
4. Is the relationship between the County and the contractor intended to be ongoing?	☒	☐

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS	**YES**	**NO**
1. Is the contractor being hired for a period of time rather than for a specific project?	☐	☐
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)?	☐	☐

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS	**YES**	**NO**
1. Will the agreement be with an individual who does not have an outside practice?	☐	☐
2. Will the contractor work more than an average of ten hours per week? IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.	☐	☐
3. Will the County provide more than 20% of the contractor's income?	☐	☐
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.	☐	☐

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes." All contracts that require withholding must be emailed to the Auditor-Controller Board Approved Contracts Unit (rachelle.webber@acgov.org), for processing and payment through the payroll System

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

Contractor Signature	Agency/Department Head/Designee Signature
Jeramy Young Printed Name	Detra Dillon Printed Name
Date	Date

COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT

This Agreement, dated as of _____, is by and between the County of Alameda, hereinafter referred to as the "County", and City of Livermore, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain youth service center services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Youth Service Center Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit A-1	Specific Requirements, Deliverables/Reports, and Performance Measures
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contracting Compliance Reporting Requirements
Exhibit F	The Iran Contracting Act (ICA) of 2010
Attachment A	Description of Proposed Services and Implementation Plan and Schedule

The term of this Agreement shall be from July 1, 2024, through June 30, 2026.

The compensation payable to Contractor hereunder shall not exceed One Million Five Hundred Two Thousand dollars ($1,502,000) for the term of this Agreement. The County neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA	CITY OF LIVERMORE
By:_____	By: _____
Signature	Signature
Name: Detra Dillon	Name: Marianna Marysheva
(Printed)	(Printed)
Title: Procurement Administrator	Title: City Manager
Date:_____	Date:_____

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

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

   Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

   Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

   In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

   Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

   Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two weeks' notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively

"Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. **CONFORMITY WITH LAW AND SAFETY:**

a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over $25,000).

a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;

(2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.

10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

    Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

    Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

    In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

    Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

    The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

    Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

    First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

    Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
    Addresses for purpose of giving notice are as follows:

    To County: COUNTY OF ALAMEDA
    1111 Jackson Street
    Oakland, CA 94607
    Attn: Bede Anunne

To Contractor: CITY OF LIVERMORE
1052 South Livermore Ave.
Livermore, CA 95377
Attn: Asceneth Paez-Arroyo

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

    a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

    b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.

    c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

    d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.

    e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Youth Service Center Services shall not exceed $1,502,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on: Contractor as a government agency is a SLEB Exempt Entity.

    However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

    a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).

    b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

    c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

    d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance & Reporting (OCCR).

e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over $100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.

23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.

24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. **HEADINGS**: herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.

28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or

modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

    a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.

    b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.

    c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

    d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.

32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

    a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.

    b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

    c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

35. **EXTENSION:** This agreement may be extended for incremental periods of up to two years by mutual agreement of the County and the Contractor.

36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide youth service center services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

   Exhibit A-1 Specific Requirements, Deliverables/Reports, and Performance Measures
   Exhibit A-2 Description of Services

   a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 902171, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.

   b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Asceneth Paez-Arroyo	Clinical Manager	(925) 371-4742	apaez-arroyo@livermoreca.gov
Sylvia Cole	Family Therapist	(925) 371-4744	scole@livermoreca.gov
Mathew Lund	Family Therapist	(925) 371-4743	mlund@livermoreca.gov
Lindsey Sauter	Family Therapist	(925) 371-4739	lsauter@livermoreca.gov
Amanda Winter	Family Therapist	(925) 371-4746	awinter@livermoreca.gov
Melissa Temores	Senior Clerk	(925) 371-4741	mtemores@livermoreca.gov
Madison Goard	Department Assistant	(925) 371-4747	mgoard@livermoreca.gov

   Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SPECIFIC REQUIREMENTS, DELIVERABLES / REPORTS, AND PERFORMANCE MEASURES

A. SPECIFIC REQUIREMENTS

Service Areas to be Serviced
Service Area 9: Livermore, Pleasanton, Dublin, Sunol 94550, 94551, 94566, 94568, 94586, 94588

Contractors' services must meet the following requirements, which must consider the diversity of clients overall.

1. **Cultural Awareness & Sensitivity**: Contractors must utilize culturally responsive methods to serve the target population successfully. Cultural responsivity includes the client's race, ethnicity, and language capacity, as well as intersectional experiences in various subgroups (e.g., gender, development, exposure to trauma, immigration experience, mental health status, substance use, socioeconomic status, and other factors). Cultural responsivity is enhanced when providers have lived experience or have navigated justice involvement.

2. **Positive Youth Development Approach**: Contractors must use a Positive Youth Development (PYD) approach when providing services to the target population listed above. PYD[1] is a comprehensive way of thinking about the development of children and youth, and the factors that facilitate or impede their individual growth and achievement of key developmental stages. The PYD framework is an alternative to viewing adolescent development through the lens of problems and deficits. The PYD frameworks share the following three basic assumptions:

    a. Focus on strengths and assets rather than deficits and problems;

    b. Strengths and assets are usually acquired through positive relationships, especially with pro-social and caring adults; and

    c. The development and acquisition of youth assets occurs in multiple contexts and environments: home, schools, workplaces, community organizations, social programs, and neighborhoods.

3. **Evidence-Based Practices:** Correctional practices in which an agency systematically finds, appraises, and applies the most current and valid research findings as a basis for developing and implementing targeted interventions and programming proven to reduce recidivism.

[1] Butts. J, Mayer. S, and Ruth. G. 2005. Focusing Juvenile Justice on Positive Youth Development. Chapin Hall Center for Children, University of Chicago

4. **Gender Responsive Services:** Other important factors, such as developmental age, gender, culture, mental health, cognitive abilities, motivation, and stability (e.g., housing), may influence an individual's ability to benefit from treatment. Contractor must design activities to create an environment that responds to the realities of the lives of gender-identified, trans, and non-binary individuals and address their strengths and challenges.

5. **Trauma-Informed Care (TIC) Approach:** Contractor must use the following guidelines to ensure that they are conducting a trauma-informed care approach to services:

   a. Involvement of trauma survivors, consumers, and family members: These groups have significant involvement, voice, and meaningful choice at all levels and in all areas of organizational functioning (e.g., program design, implementation, service delivery, and quality assurance, access to peer support, workforce development, and evaluation).

   b. Cross-Sector collaboration: There is a collaboration between adult and children/youth services, prevention and treatment, health and human service sectors, education, legal, child welfare, and criminal justice sectors and systems.

   c. Interventions: All interventions, including screening and assessment, are based on the best available empirical evidence, are culturally appropriate, and reflect principles of a trauma-informed approach. A trusted and effective referral system is in place, and trauma-specific interventions are acceptable, effective, and available for individuals, youth, and families seeking services.

   d. Training and workforce development: Training on trauma and how to respond is available for all staff. A human resource system incorporates trauma-informed principles in hiring, supervision, and staff evaluation. Procedures are in place to support staff with trauma histories.

   e. Consultation and Supervision: All levels of staff receive regular and ongoing consultation and supervision around issues of trauma, vicarious trauma, and burnout faced in the workplace, including interactions between staff and clients, and among staff themselves.

   f. Physical Environment: Investments are made to ensure the physical environment promotes safety for clients and staff.

   g. Quality Assurance: There is an ongoing assessment, tracking, and ongoing of trauma-informed principles.

6. Contractor must provide services accessible to clients and their families (including hours of operation and days available).

7. Contractor must perform ongoing, minimum of ten outreach annually in their service areas to promote their services, build connections with local schools, churches, and youth-based

organizations, and reach youth in the community who could benefit from their services. Contractor may also utilize a social media presence for outreach purposes.

8. Contractor must have and maintain current job descriptions on file with Alameda County Probation Department (ACPD) for all personnel whose salaries, wages, and benefits are funded through ACPD. Job descriptions must specify the minimum qualifications for services to be performed and must meet the approval of the ACPD. Contractor must submit revised job descriptions meeting the approval of the ACPD prior to implementing any changes or employing persons who do not meet the minimum qualifications on file with the ACPD.

9. Contractor must provide services to at-promise and system-involved youth, including those who are habitual truants, runaways, and/or youth at risk of becoming wards under Section 601 and youth described in Section 602 of the California Welfare and Institutions Code and their families.

10. Contractor must service the youth referred by sources which include, but are not limited to the following:

    a. Probation Department

    b. District Attorney

    c. Public Defender

    d. Juvenile Court

    e. Law Enforcement agencies

    f. Alameda County Transition Center

    g. Parents or youth themselves

    h. Local schools

    i. School Attendance Review Boards (SARBs) and School Attendance Review Teams (SARTs)

    j. Alameda County Crisis Receiving Home (Malabar House)

11. Contractor must make contact and/or document attempts to reach youth and families referred for services within three business days. For any youth referred by Probation Department staff, Contractor must confirm receipt of the service referral request before the close of business on the next business day (Monday through Friday) to confirm the receipt of the referral; and provide service updates (client contact, case plan goals, recommendations, and completion of services) to the Probation staff (or his or her designee) who completed the referral for services.

a. Services and programs are to be specifically focused on therapeutic counseling, crisis intervention, diversion, and case management services aimed at preventing formal entry into the juvenile justice system or recidivism.

(1) Contractor must provide crisis intervention/counseling services to youth and their families. When providing crisis intervention/counseling services, Contractor must provide up to eight (8) sessions of family therapy at no cost to the client(s) in Alameda County, as needed for stabilization or coordination. Contractor holding Early Periodic Screening Diagnosis and Treatment (EPSDT) contracts shall provide clients up to six (6) counseling and/or crisis intervention sessions under ACPD funding while determining Medi-Cal eligibility and a diagnosis that meets EPSDT criteria.

(2) Contractor must implement primary treatment techniques that combine family crisis interventions with short-term family counseling, using the identified risk factors and presenting problems to assist families in dealing with underlying problems which led to the crisis. Youth and their families should be counseled to cope with stress by developing and/or restoring their problem-solving mechanisms. Each youth is to be seen with his/her family (exceptions are to be documented and must indicate all attempts made to include family), and an assessment shall be completed that includes identification of the strengths, risks, and needs of the referred youth/family.

(3) Contractor must provide the following services:

(a) Counseling:

i. Contractor must complete an assessment that includes the identification of the strengths, risks, and needs of the referred youth/family.

ii. Contractor must implement trauma- informed treatment techniques that combine family crisis interventions with short-term family counseling, using identified risk factors and presenting problems, to assist families in dealing with underlying problems which led to the crisis.

iii. Contractor must counsel youth and their families to cope with stress by developing and or restoring their problem-solving mechanisms.

iv. Contractor must counsel youth on how to regulate their emotions when they are out of control or feel like they want to harm themselves or someone else.

v. Contractor must provide family counseling services to youth in the presence of his/her birth family, legal guardian, foster parent, and fictive kin, ages 8 and older (exceptions are to be documented and must indicate all attempts made to include family).

(b) Support the Crisis Receiving Home: The Alameda County Crisis Receiving Home (CRH) is a 24-hour, 7 days a week, 365 days a year shelter that provides receiving capability for police departments and other appropriate community agencies approved by ACPD that serve or take at-promise youth into custody.

i. Contractor must comply with the following hours of Operation:

- Youth Service Centers are required to support the CRH. They must have a staff on call for the following holidays: Independence Day, Labor Day, Veteran's Day, the day after Thanksgiving, Martin Luther King Jr. Day, Presidents Day, and Memorial Day. On Christmas Day, Thanksgiving Day, and New Year's Day, Youth Service Centers will not be responsible for intake and do not need to have staff on call. Other holidays not listed will be treated as a Saturday "on call."

- On all days listed above, during which the Contractor is observing a holiday and on each Saturday of each month "on call," coverage of the CRH is provided between the hours of 9:00 a.m. – 12:00 p.m. A list of "on call" counselors shall be provided at the beginning of each month to the CRH staff, showing the dates of the "on call" coverage and the name and contact numbers for the agency's Executive Director and Counseling Supervisor in case of any problems reaching the "on call" counselor during the weekend or holiday coverage.

- Contractor must develop and maintain procedural guidelines and conduct staff training in coordination with the CRH in the event of an urgent or crisis situation.

(c) Case Management Services:

i. Contractor must provide case management services that elicit, support, and build on the resilience and potential growth and development inherent in each youth and their family. Case management services shall be provided by a trained Case Manager and/or Family Therapist with a focus on developing an

individualized family case plan that will consider family concerns, priorities, and resources.

ii. Contractor must screen youth at intake.

iii. Contractor must assign Case Managers/Family Therapist to serve as a family and youth advocate and establish working relationships to assist the youth and family with making linkages to access appropriate services in collaboration with the Deputy Probation Officer (DPO) when the youth is on probation and other service providers, as required.

iv. Contractor must ensure that assigned Case Manager/Family Therapists work with the Probation staff in support of achieving key milestones specified in the youth's case plan.

v. Key components of Case Management services shall include:

- Client Engagement: A system of efforts and or attempts to reach clients referred for services and establish a positive relationship or rapport (includes culturally sensitive and responsive approaches) to ensure the client's awareness of available services and resources;

- Assessment: Determining youth/family strengths and needs. If referred by a Probation Department staff, collaborate to understand and support client needs;

- Planning: Develop a specific, comprehensive, individualized treatment and service plan; work with Probation Department staff to achieve key milestones stated in the client case plan;

- Linkage: Referring youth/family for necessary treatments and services, including informal support systems, and/or coordinating with school counseling services;

- Monitoring: Conducting an ongoing evaluation of youth/family's progress;

- Advocacy: Interceding on behalf of youth/family to ensure equity and appropriate services, attending court; and

- Case Closure: Ensuring youth and Probation Department staff (if the youth is active on probation) are clear on when set

goals have been reached, and the youth feels comfortable carrying out the goals without Case Managers, or when there is no progress made. Ensuring a plan for after care services, or how youth may access services following formal termination of service referral.

(d) Diversion Services: Services and programs specifically aimed at diverting identified problem behavior and preventing formal entry into the juvenile justice system. Contractor must provide an intake assessment of the youth and identify areas of need for further intervention. Further intervention can include counseling, educational classes, substance abuse classes, petty theft, anger management, etc.

12. Contractor must, at a minimum, have the following staff group. The professionals providing services through the Contractor must individually meet qualifications set forth by ACPD.

(1) Family Counselors providing direct counseling services must have at least a master's degree in Social Work, Family Therapy, Psychology, Counseling, or a closely related human service field. Master's level intern must be supervised by a licensed or licensed-eligible mental health professional. Family Counselors must have at least three years of family counseling experience.

(2) Case Managers must have at least one year of case management experience and must receive case management supervision and training; or

A minimum of ten college or university level courses which may be expected to provide knowledge and skills required for this position. These courses must be equal to or greater than 30 semester units or 45 quarter units successfully completed. Coursework in the field of social sciences is highly desirable.

Contractor must provide the names of the proposed staff with their title, education, certifications, and licenses (including license numbers), which must be in résumé format (business addresses are sufficient, home contact information for staff should not be provided) upon contract execution. Such documentation and verification are ongoing requirements for all replacement staff of the Contractor.

13. Contractor may provide services at the following Service Delivery Sites:

a. Provider's facility;

b. Client's home;

c. Probation offices;

d. School and/or other sites that support the client and family engagement process.

14. Implementation Plan and Schedule

Contractors must be ready to receive and service clients at the start of the contract, July 1, 2024. Staff and all necessary provisions must be in place to begin receiving referrals at the start of the contract.

B. DELIVERABLES/REPORTS

1. **Monthly Reports:** Monthly reports must be submitted with monthly invoice requests by the 10th of each month (or the next business day when the 10th is on a weekend or holiday). Each monthly report should include data for the previous month of service (e.g., the December 10th report should include data on November 1–November 30) and must include, but not be limited to, the following:

   a. Names of the youth served each month;

   b. Probation case number (if applicable);

   c. Date of birth, address, client descriptive information (gender, ethnicity, etc.);

   d. Types of services;

   e. Referral sources;

   f. Number of sessions provided to the client for the month;

   g. Total youth served for the month;

   h. Total number of youth served with at least one family member;

   i. Cumulative total unduplicated youth;

   j. Cumulative total unduplicated family members;

   k. Youth assessment instrument (as determined by the Probation Department);

   l. Pre/post assessment scores (if applicable);

   m. Closed cases outcome information; and

   n. Additional outcome information, as required.

2. **Bi-Annual Progress Reports:** In addition to monthly data reports, Contractor must submit a bi-annual narrative report to the ACPD Management Analyst. Bi-annual narrative reports will be due: January 15th (July through December) and July 15th (January through June) of each fiscal year of the contract period.

3. **Referral/Service Status Reports:** Contractor must submit a written notification through the Probation case management system to the referring DPO as follows:

   a. Before the close of business on the next business day (Monday through Friday) to confirm the receipt of the referral;

   b. Within two weeks of the receipt of the referral, provide written notification through the Probation case management system regarding the status of the referral and/or services;

   c. Within one month from the receipt of the referral, provide written notification through the Probation case management system, if applicable, of the status of the referral and/or services; and

   d. Provide written notification through the Probation case management system regarding the outcome of the services (successful/unsuccessful). For the duration of the referral, Contractors must establish and maintain ongoing communication with the youth's assigned DPO and/or the Program Services Coordinator, as appropriate, regarding the youth's progress.

C. PERFORMANCE MEASURES

This is a performance-based contract with measurements and standards. The performance measures will assist in determining the quality and efficacy of the services provided. Performance measures focus on whether clients are better off as a result of the services provided. The measurements and benchmarks outlined below; will identify the role an organization plays in community-wide impact by identifying clients who benefit from the services the organization provides. Contractor must provide the following as it pertains to performance measures:

1. Number of Clients

   a. Number of youths who received case management services;

   b. Number of youths who received counseling services;

   c. Number of youths who received diversion services;

   d. Number of youths who were referred from the Crisis Receiving Home (CRH) and received crisis intervention services;

   e. Number/percent of youth on formal probation or court- ordered informal probation;

   f. Number/percent of system-involved youth (youth who have had some contact with the juvenile justice system), local law enforcement agencies, etc.;

   g. Number/percent of youth/families that received up to eight sessions of free family therapy for non-EPSDT providers; and

h. Number/percent of youth/families that received up to six sessions of free family therapy for EPSDT providers.

2. Engagement

a. Of those referred by the CRH, 100% will be connected to a case manager within two hours of referral;

b. 80% of youth referred will be seen with the family within 30 days of the initial counseling session with the youth;

c. 80% of youth will be enrolled into services or provided linkages to services within 60 days of referral;

d. 75% of youth will have a case management plan developed by a case manager within 60 days of referral; and

e. 80% of the youth and families will participate in an assessment of their strengths and needs utilizing the assessment tool determined by Probation within 30 days of the second client session.

f. Contractor must conduct at least ten (10) outreach efforts/activities per year within their specific service area.

3. Performance

a. 75% of youth referred for case management will successfully complete the terms noted in their case management plan;

b. 80% of youth referred for diversion services will successfully complete the terms noted in their diversion plan;

c. 75% of youth who complete individual or family counseling experience an improvement in their overall well-being based upon - an assessment instrument to be determined by Probation;

d. 70% of youth/families will demonstrate improved family functioning based upon - an assessment instrument to be determined by Probation;

e. 75% of youth will demonstrate stabilized behavior/experience a reduction of identified risk behaviors, based upon an assessment instrument to be determined by Probation; and

f. 75% of youth on probation will not be re-arrested while receiving services.

EXHIBIT B

PAYMENT TERMS

1. County will use its reasonable efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Personnel Title and FTE %	Total Program Budget for Year 1	Total Program Budget for Year 2	Total Program Budget for Year 3
Youth & Family Svc Mgr-Clinical - Paez-Arroyo (1.0)	$152,700	$152,700	$152,700
Family Therapist - Vacant	$179,700	$179,700	$179,700
Family Therapist - Lund	$134,800	$134,800	$134,800
Family Therapist - Sauter	$85,800	$85,800	$85,800
Family Therapist - Cole	$57,200	$57,200	$57,200
Senior Clerk - Temores (.75)	$113,200	$113,200	$113,200
Department Asisstant - Goard (Temp)	$1,600	$1,600	$1,600
SUBTOTAL	$725,000	$725,000	$725,000
Program/Operating Cost	**Total Program Budget for Year 1**	**Total Program Budget for Year 2**	**Total Program Budget for Year 3**
Database Maintenance Costs	$10,000	$10,000	$10,000
General office supplies	$2,000	$2,000	$2,000
Programs and workshops	$2,000	$2,000	$2,000
Community Outreach Events	$2,000	$2,000	$2,000
Case Management Supplies	$4,000	$4,000	$4,000
Training & Education	$3,500	$3,500	$3,500
Memberships & Subscriptions	$2,500	$2,500	$2,500
SUBTOTAL	$26,000	$26,000	$26,000
GRAND TOTAL	**$751,000**	**$751,000**	**$751,000**

2. Invoices will be reviewed for approval by the Alameda County Probation Department.

   a. Invoices and supporting documents must be submitted via ACPD's online Invoice Portal. A designated link and training will be provided by ACPD.

   b. Invoices will be reviewed for accuracy and approval by ACPD.

   c. Invoices must adhere to the template provided by ACPD.

   d. The service type provided, units, and rates must be consistent with, and comply with, the terms of the contract.

3. Total payment under the terms of this Agreement will not exceed the total amount of $1,502,000. This cost includes all taxes and all other charges.

4. No Supplanting of Funds: Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.

5. No Supplanting of Funds: Contractor agrees that funds awarded under this contract will not be used to supplant expenditures from other contracts or programs.

6. **Budget Justification**

Position	Fully Burdened Hourly Rate	FTE	Annual Hours	Total	%time spent on grant	Total Grant Exp
Youth & Family Svc Mgr-Clinical - Paez-Arroyo (1.0)	$209.76	1	2080	$436,300.80	35%	$152,700.00
Family Therapist - Vacant	$157.07	1	2080	$326,705.60	55%	$179,700.00
Family Therapist - Lund	$157.07	0.75	2080	$245,029.20	55%	$134,800.00
Family Therapist - Sauter	$157.07	0.75	2080	$245,029.20	20%	$85,800.00
Family Therapist - Cole	$157.07	0.5	2080	$163,352.80	35%	$57,200.00
Senior Clerk - Temores (.75)	$131.90	0.75	2080	$205,764.00	55%	$113,200.00
Department Asisstant - Goard (Temp)	$19.91	0.25	2080	$10,353.20	15%	$1,600.00
			Grand Total	**$1,632,534.80**		**$725,000.00**

Program Costs	
Equipment	
Database Maintenance Costs	$10,000.00
General office supplies	$2,000.00
Programs and workshops	$2,000.00
Community Outreach Events	$2,000.00
Case Management Supplies	$4,000.00
Training & Education	$3,500.00
Memberships & Subscriptions	$2,500.00
Total Supplies	**$26,000.00**
Total Supplies	$26,000.00
Total Personnel Costs	$725,000.00
Total Grant Request	**$751,000.00**

EXHIBIT C

INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	**Commercial General Liability** Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability; Abuse, Molestation, Sexual Actions, and Assault and Battery	$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	**Commercial or Business Automobile Liability** All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	**Workers' Compensation (WC) and Employers Liability (EL)** Required for all contractors with employees	WC: Statutory Limits EL: $1,000,000 per accident for bodily injury or disease
D	**Professional Liability/Errors & Omissions** Includes endorsements of contractual liability and defense and indemnification of the County	$1,000,000 per occurrence $2,000,000 project aggregate

E **Endorsements and Conditions**:

1. **ADDITIONAL INSURED:** County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County.

2. **DURATION OF COVERAGE:** All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor' insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.

4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or County.

5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.

6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
   - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.
   - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.

1. **CERTIFICATE OF INSURANCE**: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contactor's obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR (COMPANY): **City of Livermore**

NAME/TITLE OF AUTHORIZED SIGNER: **Marianna Marysheva, City Manager**

SIGNATURE: ✍ _____ **DATE:** _____

EXHIBIT E

COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at https://www.elationsys.com/APP/) free of charge.

Upon receipt of signed contract documents, the prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources, and assistance are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.

EXHIBIT F

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of $1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

_____

CONTRACTOR (COMPANY): **City of Livermore**

NAME/TITLE OF AUTHORIZED SIGNER: **Marianna Marysheva, City Manager**

SIGNATURE: ✍ _____ **DATE:** _____

STATMENT OF WORK: D. General Requirements

Horizons Family Counseling will meet and/or address the following requirements & consider the diversity of all clients

1.Cultural Awareness & Sensitivity	• utilize culturally responsive methods to serve the target population successfully • we value culturally competency and have ongoing trainings in different areas of culturally responsive services • we have a diverse team who have lived experience and experience navigating justice involvement; Bilingual services in Spanish are available and provided
2.Positive Youth Development Approach	• we use a Positive Youth Develpoment (PYD) approach when providing services • our assessment includes questions to identify & focus on the strengths & assets of the youth and their family • continued exploration throughout treatment in conducted to help foster, connect, develop relationships between the youth and the community • we help develop opportunities for youth to be more involved within the community by connecting them to resources and being an advocate for the family when needed
3.Evidence-Based Practices	• we systematically find, appraise, and apply the most current & valid research findings as a basis for developing and implementing targeted inventions and programming proved to reduce recidivism • Examples of what we utilize: Cognitive Behavioral Therapy, Play Therapy, Expressive Art Therapy, Mindfulness-Based Stress Reduction, Motivational Interviewing, Solution Focused Therapy, PCOMS • foundational theory is Family Systems Theory; family is understood best by examining the family as one whole system
4.Gender Responsive Services	• we help design activities to create an environment that responds to the realities of the lives of gender-identified, trans, and non-binary individuals and address their strengths & challenges • Mandatory ongoing LGBTQ+ training for all staff • we provide a safe space throughout our offices such as visual posters, rainbow stickers, exploring preferred pronoun...
5.Trauma-Informed Care (TIC) Approach	• we provide trauma-informed care by using the following guidelines a. involvement of trauma survivors, consumers, & family members b. cross-sector collaboration: working with other systems to assist, support, advocate for the youth & family c. all interventions will be based on the best available empirical evidence, are culturally appropriate, and reflect principles of a trauma-informed approach d. training on trauma and how to respond will continue to be available for all staff e. all levels of staff will continue to receive regular & ongoing consultation & supervision around issues of trauma, vicarious trauma, and burnout in the workplace f. provide a physical environment that promotes safety for clients and staff g. conduct an ongoing assessment, tracking, and continued trauma-informed principles

STATMENT OF WORK: E. Specific Requirements

Horizons Family Counseling will meet and/or address the following requirements...

1.Provide services accessible to clients & their families	Monday-Thursday 8:30am-8:00pm Fridays 8:30am-5:30pm *Saturday availability for Crisis Receiving Home
2.Perform ongoing, minimum 10 outreach activities annually in Services Area 9	• We will continue engaging in Ongoing Outreach Activities annually • Please refer to our 'Ongoing Outreach Plan' on p.49
3.Have & maintain current job descriptions on file w/ ACPD for all personnel whose salaries, wages and benefits are funded through ACPD	• Provide job descriptions to ACPD including the minimum qualifications for services to be performed • Revised job descriptions will be submitted to ACPD for approval prior to implementing any changes or employing persons who do not meet the minimum qualifications on file
4.Provide services to at-promise & system-involved youth	• meet with target population included, habitual truants, runaways, and youth at risk of becoming wards under Section 601 and youth described in Section 602 of the California Welfare and Institutions Code and their families
5.Proposed total number of youth for Service Area 9	• 400 unduplicated youth annually for 3 years
6.Provide services for youth referred by all listed sources (but limited to these)...	• Probation Dept., District Attorney, Public Defender, Juvenile Court, Law Enforcement agencies, Alameda Co. Transition Center, parents/youth themselves, local schools, SARB's, SART's, Alameda Co. Crisis Receiving Home
7.Make contact and/or document attempts to reach youth & families referred for services within 3 business days	• *PLEASE REFER TO P.59 FOR PROCEUDRES*
10.Transition Plan	• We will be proposing to work in the same service areas under this RFP that we are currently contracted to work in by Alameda County Probation Dept; therefore if awarded this services area, we would be continuing to work with existing youth/families and would not be receiving referrals from a different provider which negates the need for a transition plan
11.Implementation Plan & Schedule	• We have been providing youth counseling, case management, diversion services, and supporting the crisis receiving home over the past 5 years. We have procedures, policies, and systems in place to be ready to receive and service clients at the start of the contract July 1, 2023. We have developed and implemented a structured protocol when we receive a referral from the probation department. Every staff person is knowledgeable of what immediate steps to take, whether the individual is on informal or formal probation.

ONGOING OUTREACH PLAN

THESE ARE EXAMPLES OF OUTREACH ACTIVITIES THAT HORIZONS FAMILY COUNSELING ALREADY HAS IN PLACE

Livermore Unified	Pleasanton Unified	City of Livermore	Law Enforcement	Social Media
participant in COST meetings	participant in Wellness Committe	collaboration w/ main library	Diversion Services for LPD	promote mental health education
provide youth & staff presentations	attend SARB monthly meetings	outreach at local farmers market	Diversion Services for PPD	provide information & resources
member of Mental Health Advisory Board	presentations to school personnel	participate in community events	Collaboration w/ School Resource Officers	increase youth engagement
collaboration w/ Wellness Centers	provide youth & staff presentations	provide community presentations	presentation to patrol officers/new hires/briefings	collaboration w/ other agencies
attend SARB monthly meetings				

EXHIBIT A

E. SPECIFIC REQUIREMENTS

Counseling (7.a.3.a): Horizons Family Counseling will...

Objective	Implementation	Staff Responsible
i. Complete an assessment that includes the identification of the strengths, risks, & needs of the referred youth/family	Complete the agency's assessment form, that includes these areas listed, within 30 days of initial appointment; form already in place	Clinical Manager Family Therapists
ii. Implement trauma-informed treatment techniques that combine family crisis interventions w/ short-term family counseling, using identified risk factors & presenting problems to assist in families in dealing with underlying problems which led to the crisis	Provide quality, compassionate, trauma informed care, and culturally competent interventions; Assess and explore the strengths of the family in order to build trust and explore the underlying problems that caused the crisis	Clinical Manager Family Therapists
iii. Counsel youth & their families to cope w/ stress by developing and/or restoring their problem-solving mechanisms	Provide therapeutic interventions to help restore healthy problem-solving and coping mechanisms to help cope with their stress	Clinical Manager Family Therapists
iv. Counsel youth on how to regulate their emotions when they are out of control or feel like they want to harm themselves or someone else	Provide evidence-based therapy techniques to help youth regulate their emotions such as CBT Mindfulness techniques	Clinical Manager Family Therapists
v. Provide family counseling services for youth 8 & older in the presence of his/her birth family, legal guardian, foster parent, & fictive kin	Conduct family counseling for youth and legal guardian/caretaker Document when exceptions are made and attempts to include family	Clinical Manager Family Therapists

Support the Crisis Receiving Home (7.b): Horizons Family Counseling will...

Objective	Implementation	Staff Responsible
i. Comply with the following hours of Operation including all the holidays listed	A crisis duty schedule is created and implemented at the end of each year to assign a clinician to each listed holiday for the following year	Clinical Manager Family Therapists
ii. Provide "on call" coverage of the CRH between the hours of 9:00am-12:00pm.	A crisis duty schedule is provided to the CRH during each cycle listing who is the assigned crisis duty counselor including personal contact numbers and the Clinical Managers contact number	Clinical Manager Family Therapists

iii. Develop & maintain procedural guidelines and conduct staff training in coordination w/ the CRH in the event of an urgent or crisis situation	Policies and procedures are already in place for all staff to follow during the event of an urgent or crisis situation; All staff have been trained in these guidelines	Clinical Manager Family Therapists Senior Clerk

Case Management Services (7.c): Horizons Family Counseling will...

Objective	Implementation	Staff Responsible
i. Provide case management services that elicit, support, and build on the resilience and potential growth & development inherent in each youth & their family	Establish a healthy therapeutic relationship; Explore strengths & interests of the youth/family throughout the course of treatment to help build on the resilience and potential growth through motivational interviewing and other evidence-based techniques	Clinical Manager Family Therapists
ii. Screen youth at intake	Our assessment form will be completed during the intake session	Clinical Manager Family Therapists
iii. Assign Case Managers to serve as a family & youth advocate and establish working relationships to assist the youth and family with making linkages to access appropriate services in collaboration with the Deputy Probation Officer when the youth is on probation and other service providers, as required	Our organization does not have a position title "Case Manager", but each Family Therapist and Clinical Manager will be expected to perform these case management duties when meeting with a youth & family Our data base systems allows us to code these services reflecting when Case Management services/sessions were provided	Clinical Manager Family Therapists Senior Clerk
iv. Target all key components of Case Management Services...client engagement, assessment, planning, linkage, monitoring, advocacy, case closure	implement a system of efforts and/or attempts to reach clients referred; establish a positive relationship by using culturally sensitive & responsive services; assessing the youth/family strengths & needs; develop a customized individualized treatment & services plan; collaborate with probation dept. staff; refer youth/family for necessary treatments & services; conduct an ongoing evaluation of youth/family's progress; intercede on behalf of youth/family to ensure equity & appropriate services; ensure youth & probation dept. staff when set goals have been reached & the youth feels comfortable carrying out the goals w/o Case Management services or when there's no progress made; ensure a after care plan	Clinical Manager Family Therapists Senior Clerk

Diversion (7.d): Horizons Family Counseling will...

Objective	Implementation	Staff Responsible
i. Provide services & programs aimed at diverting identified problem behavior & preventing formal entry into the juvenile justice system	Provide an intake assessment of the youth & identify areas of need for further intervention Continue providing the Diversion Program, for Notice to Appear cases, in collaboration w/ Livermore PD & Pleasanton PD Provide crisis intervention support for at-promised youth/referrals from LPD Continue providing educational workshops related to mental health, social skills, life skills Continue collaboration with school personnel, attend COST meetings, attend SARB hearings...	Clinical Manager Family Therapists

Implementation Plan & Schedule

PROJECT GOALS	MEASURABLE OUTCOMES	BENCHMARK ACTIVITIES	KEY PERSONNEL
☐ Serve 400 youth in Service Area 9 for the next 3 years	at least 400 youth will receive services by Horizons Family Counseling	provide counseling, case management services, support the Crisis Receiving Home, & Diversion	Clinical Manager Family Therapists
☐ Provide up to 8 family sessions at no cost	sessions provided will be documented	provide individual, family, group, school based counseling services	Clinical Manager Family Therapists
☐ 75% of youth who complete individual/family counseling experience an improvement in their overall well-being	data provided on the measurement tool Partners for Change Outcome Measures	assessment throughout the course of treatment	Clinical Manager Family Therapists
☐ 70% of youth/families will demonstrate improved family functioning	data provided on the measurement tool Partners for Change Outcome Measures	assessment throughout the course of treatment	Clinical Manager Family Therapist,
☐ 75% of youth will demonstrate stabilized behavior/experience a reduction of identified risk behaviors	data provided on the measurement tool Partners for Change Outcome Measures	assessment throughout the course of treatment	Clinical Manager Family Therapists
☐ Support the Crisis Receiving Home; 100% of CRH referrals will be connected to a case	families will be reunited for a crisis session and stabilize	provide crisis support for the youth & family of Service Area 9 provide after care plan	Clinical Manager Family Therapists

manager w/in 2 hours of referral			
☐ 75% of youth referred to case management will successfully complete the terms of their treatment plan	assessing and documenting the progress	advocate and support youth in meeting the goals of the treatment plan	Clinical Manager Family Therapists
☐ 80% of youth referred to diversion services will successfully complete the terms of their treatment plan	assessing and documenting the progress	advocate and support youth in meeting the goals of the treatment plan	Clinical Manager Family Therapists
☐ 75% of youth on probation will not be re-arrested while receiving services	tracking youth's involvement w/ law enforcement	providing therapeutic support, helping youth engage in positive activities w/in the community...	Clinical Manager Family Therapists
☐ Provide at least 10 ongoing outreach activities annually	document outreach activities	collaboration with schools, community organizations	Clinical Manager, Family Therapist, Senior Clerk, Department Assistant
☐ Improve oppositional and defiant behavior within the community	reduction in youth citations & arrests	launch community education, awareness, and groups for at-risk youth	Clinical Manager Family Therapists
☐ Improve community mental health awareness	# of views, likes... provide feedback surveys	create valuable social media content for youth & parents	Clinical Manager, Family Therapist, Senior Clerk, Department Assistant
☐ Increase youth involvement, connection w/ community	# of youth involved in community services, projects	collaborating & connecting youth with local community organizations	Clinical Manager Family Therapists
☐ Provide Crisis Intervention for at-risk Livermore youth	# of youth who received a crisis session	collaborate with School Resource Officers & school personnel	Clinical Manager Family Therapist

F. Deliverables1.Monthly Reports

*Monthly reports will be submitted with monthly invoice requests by the 10th of each month
*Each monthly report will include data from the previous month of service and will include all required information listed (a-o)
*Horizons has been utilizing the assessment tool Partners for Change Outcome Management System (PCOMS) over the past 3 years
*Horizons Family Counseling has a history of being consistent with providing required information and submitting it on time

F. Deliverables 2.Monthly Reports

*Bi-Annual Progress Reports will be completed & submitted by January 15th and July 15th of each fiscal year

Step 01
Staff will collect information during intial phone call & intake sessions

Step 02
After intake session, all forms are submitted to the Senior Clerk (administrative support)

Step 03
Information /data is entered into DrChrono (Elecrtronic Health Record)

Step 04
Ongoing information/data is collected in DrChrono (EHR)

Step 05
Monthly reminder is sent to all clinicians at the end of the month to ensure all information has been entered

Step 06
Information is added to monthly excel DPN Spreadsheet

Step 07
Monthly Report is submitted through portal by the 10th

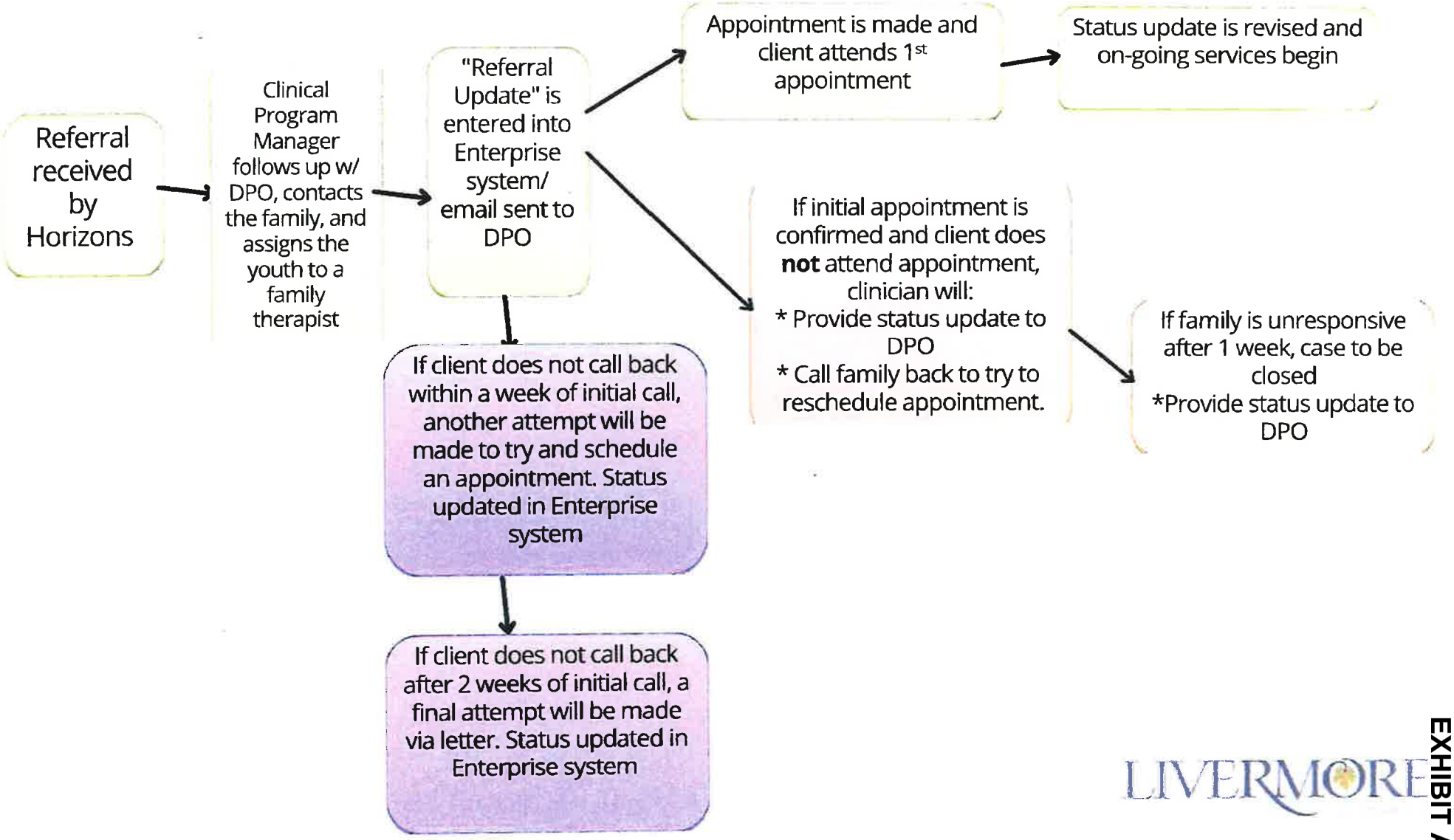
Step 08
Monthly invoice is submitted through portal by the 10th

We have created forms and have procedures in place to collect and submit required data

We have been providing monthly reports to Alameda County Probation for over 15 years

EXHIBIT A

F. DELIVERABLES
3.Referral/Services Status Reports



LIVERMORE

EXHIBIT A

*Ongoing collaboration will be provided with probation personnel until case is closed

PERFORMANCE MEASURES

Horizons Family Counseling is dedicated to providing quality and desired services for youth & families of Service Area 9. We agree to provide the following as it pertains to performance measures...

(We have included data to reflect our work with clients and how we have been able to collect this information. Please note that category a, # of youths who received case management services data is low due to coding in our electronic database. We will make adjustments to identify sessions when youth receive case management services in a counseling session)

1.NUMBER OF CLIENTS	FY 22/23 (7/22-12/22)	FY 21/22	FY 20/21	FY 19/20
a. Number of youths who received case management services	2	5	7	1
b. Number of youths who received counseling services	567	619	718	382
c. Number of youths who received diversion services	11	14	9	8
d. Number of youths who were referred from the Crisis Receiving Home (CRH) & received crisis intervention services	2	2	7	6
e. Number/percent of youth on formal probation or court-ordered informal probation	8	3	2	3
f. Number/percent of system-involved youth, law enforcement..	24	36	18	8
g. Number/percent of youth/families that received up to 8 sessions of free family therapy for non-EPSDT providers (data reflects up to 5 sessions provided by Alameda Co. Prob. Dept)	n/a	n/a	n/a	n/a
h. Number/percent of youth/families that received up to 6 sessions of free family therapy for EPSDT providers **we are not EPDST providers*	n/a	n/a	n/a	n/a

2.ENGAGEMENT	COMMITTMENT
a. 100% of CRH referrals will be connected to a case manager/family therapist w/in 2 hours of referral	☑
b. 80% of youth referred will be seen with the family w/in 30 days of the initial counseling session w/ the youth	☑
c. 80% of youth will be enrolled into services or provided linkages to services w/in 60 days of referral	☑
d. 75% of youth will have a case management plan developed by a case manager/family therapist w/in 60 days of referral	☑

e. 80% of the youth & families will participate in an assessment of their strengths and needs utilizing the assessment tool determined by probation w/in 30 days of the 2nd client session	☑
f. Conduct at least 10 outreach efforts/activities per year within Services Area 9	☑

3. PERFORMANCE	DOCUMENT & TRACK
a. 75% of youth referred for case management will successfully complete the terms noted in their case management plan	☑
b. 80% of youth referred for diversion services will successfully complete the terms noted in their diversion plan	☑
c. 75% of youth who complete individual or family counseling experience an improvement in their overall well-being based upon an assessment instrument to be determined by probation	☑
d. 70% of youth/families will demonstrate improved family functioning based upon an assessment instrument to be determined by probation	☑
e. 75% of the youth will demonstrate stabilized behavior/experience a reduction of identified risk behaviors, based upon an assessment instrument to be determined by probation	☑
f. 75% of youth on probation will not be re-arrested while receiving services	☑

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 5.7**

DATE: July 8, 2024

TO: Honorable Mayor and City Council

FROM: Tina Olson, Administrative Services Director

SUBJECT: Resolution establishing the Appropriations Limit consistent with State law for FY 2024-25.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution establishing the Appropriations Limit for FY 2024-25.

SUMMARY

Pursuant to Article XIIIB of the California Constitution, the City is required to establish an annual appropriation limit. The appropriation subject to limitations is to be based on the 1978-79 appropriations adjusted for the changes in the cost of living and population. California Government Code Section 7910 requires every local government to establish its appropriation limit by resolution for the upcoming fiscal year when the budget is adopted. Fifteen days prior to the meeting, documentation used in the determination of the appropriations limit and other necessary determinations needs to be made available to the public. Adoption of the resolution will approve the FY 2024-25 annual appropriation limit at $472,122,939.

DISCUSSION

Article XIII B of the California State Constitution was approved by California voters effective in 1980. Also known as the Gann Spending-Limitation Initiative, this article is actually a limitation on tax revenues rather than a direct limitation on appropriations. All proceeds from taxes received in excess of the appropriations limit are required to be returned through refund or revisions in tax rates.

The City of Livermore's Appropriations Limit is based upon FY 1978-79 appropriations which have been adjusted each year for population and inflation factors. Effective in FY 1990-91, Proposition 111 and SB 88 (Chapter 60/90) modified the manner in which the Appropriations Limit is calculated by providing alternative adjustment factors intended to make the Appropriations Limit more responsive to local growth issues and requires the annual election of cost-of-living adjustment factor and a population factor. The population factors may be either the change in city population or change in county population. The cost-

of-living factors may be either the change in California per capita income or the change in City of Livermore non-residential new construction valuation. Typically, an agency selects the factors which provide for the largest growth to the limit.

The City's FY 2024-25 appropriations limit has been calculated by analyzing inflation and population factors provided by the California State Department of Finance and the City's property tax consultants, HDL. For FY 2024-25, the population factor chosen will be the reduction within the city as it was less of a reduction than within the County. The cost-of-living factor selected by Livermore is the percentage change in California per capita income because it exceeded the assessed value in the preceding year due to new non-residential construction.

Based on the above calculation factors, the Limit of Appropriations for FY 2024-25 is $472,122,939. Appropriations subject to this limit are $111,838,575. A summary of the city's appropriation limit, population, and cost-of-living factors over the last twenty years is provided in Exhibit A of the resolution.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no budget impact associated with the recommendation. The FY 2024-25 adopted expenditure budget is well within the Appropriation Limit of $472,122,939.

COMMUNITY PILLAR

5: A City that Works

GOAL

16: Help preserve public resources and the community's confidence in the City's governance and operation by ensuring the City fulfills its legal obligations and makes well-informed policy decisions

ATTACHMENTS

1. Resolution
2. Exhibit A - FY 2024-25 Appropriations Limit

Prepared by: Erik Peterson
Finance 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 THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2024-25

The Gann Limit initiative approved by the voters of the State of California on November 6, 1979, and a subsequent amendment approved by the voters on June 6, 1990, (Propositions 4 and 111, respectively, codified as Government Code Sections 7900, et seq.), place various limitations on the fiscal powers of state and local government. As a result, the governing body of each local jurisdiction must establish an annual appropriations limit.

Government Code Section 7901(b) provides that the City Council may choose to use the change in population within the City of Livermore or within Alameda County to calculate the appropriations limit.

Furthermore, California Constitution Article XIII B, Section 8(e)(2) provides that the City Council must select either of the following to calculate the change in cost of living to be used to determine the appropriations limit:

1. The percentage change in California per capita personal income from the preceding year; or

2. The percentage change in the local assessment roll from the preceding year for the City of Livermore ("City") due to the addition of local non-residential new construction.

As required by Government Code Section 7910, the City posted public notice of its intent to adopt a resolution establishing an appropriations limit at its regularly scheduled meeting on July 8, 2024. The public notice stated that the documentation used to determine the appropriations limit was available for public inspection.

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

1. The change in population within the City of Livermore was selected to calculate the City's appropriations limit for Fiscal Year 2024-25;

2. The percentage change in California per capita personal income from the preceding year was selected to calculate the City's appropriations limit for Fiscal Year 2024-25; and

3. Using the formula set forth in Government Code section 7900, et seq., the appropriations limit for Fiscal Year 2024-25 for the City of Livermore is established at $472,122,939 as set forth in Exhibit A, attached to this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Jason Alcala
Jason Alcala
City Attorney

Exhibit A – Appropriations Limit FY 2024-25

City of Livermore
Appropriation Limit Last Twenty Fiscal Years

Year of Limit	Cost-of-Living Factor **	Population Factor ***	Ratio of Change	Appropriations Limit	Appropriations Subject to Limit	Variance
FY 2005-06	12.09%	2.81%	1.1524	$119,899,145	$46,033,324	$73,865,821
FY 2006-07	6.78%	1.39%	1.0826	$129,808,537	$49,354,549	$80,453,988
FY 2007-08	4.42%	1.32%	1.0580	$147,883,090	$52,286,879	$95,596,210
FY 2008-09	5.85%	1.32%	1.0725	$147,883,090	$52,286,879	$95,596,210
FY 2009-10	7.49%	1.25%	1.0884	$160,959,709	$52,205,834	$108,753,875
FY 2010-11	-1.18%	1.10%	0.9991	$160,818,675	$45,302,801	$115,515,874
FY 2011-12	2.51%	0.97%	1.0350	$166,454,513	$46,488,786	$119,965,727
FY 2012-13	16.47%	1.05%	1.1769	$195,898,928	$49,307,270	$146,591,658
FY 2013-14*	23.36%	1.21%	1.2490	$244,677,761	$67,044,881	$177,632,880
FY 2014-15	4.87%	1.74%	1.0669	$261,046,703	$77,044,976	$184,001,727
FY 2015-16	3.82%	1.39%	1.0526	$274,777,760	$72,336,243	$202,441,517
FY 2016-17	5.37%	2.05%	1.0753	$295,468,759	$76,706,573	$218,762,186
FY 2017-18	3.69%	1.63%	1.0538	$311,365,413	$68,632,305	$242,733,108
FY 2018-19	9.35%	1.06%	1.1051	$344,087,147	$67,435,856	$276,651,291
FY 2019-20	6.20%	0.75%	1.0700	$368,161,204	$74,420,994	$293,740,210
FY 2020-21	4.22%	0.46%	1.0470	$385,462,616	$78,774,574	$306,688,042
FY 2021-22	5.73%	0.15%	1.0589	$408,160,948	$76,546,934	$331,614,014
FY 2022-23	8.58%	-0.62%	1.0791	$440,433,435	$105,628,659	$334,804,776
FY 2023-24	4.44%	-0.47%	1.0395	$457,826,732	$108,965,618	$348,861,114
FY 2024-25	3.62%	-0.54%	1.0306	$472,122,939	$111,838,575	$360,284,364

*Amended June 9, 2014

** Cost of Living Factor is the larger of the percentage change in California per capita income versus the percent change in the City of Livermore assessed value due to new non-residential construction.

*** Population Factor is the larger of the percentage change in City population versus the percentage change in County population.

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 6.1**

DATE: July 8, 2024

TO: Honorable Mayor and City Council

FROM: Brent Smith, Community Development Director

SUBJECT: Hearing to consider a request for Vesting Tentative Tract Map and Site Plan Design Review to develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection with a for-sale residential condominium project, known as Shea Aura.

RECOMMENDED ACTION

The Planning Commission and staff recommend the City Council:

1. Adopt a resolution finding that the project is exempt under the California Environmental Quality Act, in accordance with California Government Code Section 65457 and CEQA Guidelines Section 15182 (c), Projects Pursuant to a Specific Plan, and California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183, Projects Consistent with a Community Plan, General Plan, or Zoning; and
2. Adopt a resolution approving Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006, together with the requested Density Bonus waivers and incentive/concession, subject to the attached Conditions of Approval; and
3. Direct the Planning Manager to file a Notice of Exemption, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

SUMMARY

The Isabel Neighborhood Specific Plan (Specific Plan) guides development in the northwestern part of Livermore. It seeks to create a complete neighborhood with a mix of uses that is walkable, bikeable, and served by transit. The City Council adopted the amended Specific Plan and its Supplemental Environmental Impact Report in November 2020. The proposed site and project are one of several new developments within the Specific Plan area. The project proposes 164 for-sale condominium units, with associated open space, landscaping, parking, and public street frontage improvements. The Location Map is shown in Attachment 2, the Context Map with project site plan overlay is shown in Attachment 3, and Development Plans are shown in Attachment 4.

The project is consistent with the General Plan and will make progress towards meeting the City's

current Regional Housing Needs Assessment (RHNA) housing unit allocation. The project implements the Specific Plan, is consistent with required development standards, and conforms to required design standards and guidelines. The use and density are consistent and compatible with surrounding properties and the Livermore Municipal Airport, the site is of a size and shape that can accommodate the use, and the project will be adequately served by all necessary utilities and services. The project conforms with the provisions of the California Housing Crisis Act and State density bonus law and is exempt from further California Environmental Quality Act review.

The Planning Commission voted unanimously to recommend that the City Council approve the project with recommendations. There are no significant fiscal or administrative impacts associated with the project.

DISCUSSION

BACKGROUND

In November of 2020, the City Council adopted the amended Isabel Neighborhood Specific Plan (Specific Plan). The Specific Plan, originally adopted in 2018, covers approximately 1,138 acres in the northwest part of the City surrounding the Isabel Avenue/Interstate-580 interchange.

The Specific Plan contemplates future land uses and public improvements in the Isabel Neighborhood to create a complete and vibrant neighborhood with a mix of housing, businesses, and community uses. The Isabel Neighborhood will address citywide goals by providing increased transportation options, housing choices, and supporting economic vitality. Residents and workers will have access to regional and local transit, various amenities, and basic services for meeting daily needs, such as a grocery store and restaurants. The future Valley Link regional rail service will have a station in the I-580 median at Isabel with transit and pedestrian connection to the Isabel neighborhood.

The Specific Plan proposes the development of a complete, transit-oriented neighborhood that includes up to approximately 4,095 new attached single-family and multi-family housing units, approximately 1,000 of which will be affordable housing units. In addition, the Specific Plan includes new office, business park, and commercial development (including a neighborhood commercial center), three new neighborhood parks, pedestrian and bicycle facilities, and infrastructure improvements.

The Specific Plan is intended to streamline the City's development review process for development of the type and character contemplated in the Specific Plan Area. However, all the Plan's development projects require review through the City's entitlement process. This project is the fourth residential project in the Specific Plan and would develop Subarea 2a; the previous three projects were approved by the City Council in Subareas 2b and 2c (see locations in Attachment 5).

PROJECT DESCRIPTION

The proposed project would develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection (APNs: 903-0014-004-00, 903-0014-005-00, 903-0014-006-00, and 903-0014-007-00), implementing the Isabel Neighborhood Specific Plan. The development includes 164 for-sale condominium units, with 33 moderate-income affordable units, 17 accessible units, common open space areas including four pocket parks, landscaping, parking, pedestrian connections to existing public right-of-way, and Isabel and Portola Avenue frontage improvements, including separated Class IV bike lanes (see Attachment 6). The applicant has submitted for relief under the Housing Crisis Act of 2019 (CA SB330) and Density Bonus under Government Code section 65915, including requesting density

bonus waivers to exceed the height limit and reduce certain setbacks established in the Specific Plan and a density bonus concession to provide only one floor plan type for the affordable units (see Attachment 7).
The proposed project requires approval of the following land use entitlements:

1. Vesting Tentative Tract Map (SUB 21-007), which subdivides the property into 21 lots and numerous additional smaller parcels for circulation and landscaping and establishes the site grading, circulation, and public infrastructure.
2. Site Plan Design Review (SPDR 21-006), which is for review of the proposed site design, architecture, and landscape.
3. Consistency Determination (CD24-005) for the City to acquire approximately 6.5 acres of land through dedication for open space and to vacate, in part or whole, an existing maintenance easement. Planning Commission was the final review authority for this determination.

The Livermore Development Code requires Planning Commission recommendation and City Council approval of the Vesting Tentative Tract Map and Site Plan Design Review. The City Council will operate in its quasi-judicial role when considering Planning Commission and staff recommendations and public testimony and reviewing the proposed project for consistency with the Isabel Neighborhood Specific Plan, the General Plan, and any other applicable requirements. The Planning Commission was the final decision-making body on the General Plan Consistency Determination, which is summarized below.

DESCRIPTION, CONTEXT, AND ANALYSIS

For a complete project description, site context, and analysis of applicable State and local standards, please review the attached Staff Analysis Planning Commission Memorandum (Attachment 1).

PLANNING COMMISSION HEARING SUMMARY

The Planning Commission considered the project at a public hearing on May 21, 2024. The draft meeting minutes summarize the discussion (Attachment 8). A summary of the public comments received on the project and the Planning Commission's discussion and recommendations are provided below.

PUBLIC COMMENT

The day of the scheduled Planning Commission public hearing, staff received seven written public comments via email from residents of the adjacent Sage community expressing questions and concerns about the proposed project. These written comments were included as part of a supplemental packet provided to the Planning Commission by 12:00 p.m. on May 21, 2024 (Attachment 9). The primary concerns reflected in the comments are summarized below:

• Parking: Neighbors described existing challenges with lack of parking in the Sage community and that not all residents use their garages for parking. The neighbors are concerned this trend will continue with the proposed project, particularly with the proposed tandem style garages, and suggested better utilization of street parking on Tranquility Circle.
• Community amenities and common open space: Neighbors expressed concern that the proposed project appears to have a lack of common amenities or open space. Related, neighbors were also concerned that future residents of the proposed project would be allowed access to and use of the amenities in the Sage community.
• Trash collection: Neighbors were concerned that the proposed project would create challenges for collection of trash by Livermore Sanitation.
• Traffic calming measures along Tranquility Circle: Neighbors were concerned for traffic speeds on

Tranquility Circle.
• Traffic and Vehicle Miles Traveled Analysis: One commenter questioned whether the project's traffic impacts were anticipated in and evaluated as part of the environmental analysis for Isabel Neighborhood Specific Plan and whether that evaluation included Vehicle Miles Traveled analysis.
• Proposed densities and lack of commercial use: Neighbors expressed concern about the proposed residential densities and noted that the site's former designation of commercial was desired.

The Planning Commission and staff reviewed these public comments prior to the hearing, and they were discussed during the hearing. One public comment was received at the hearing related to the Regional Housing Needs Allocation and the Isabel Neighborhood Specific Plan requirements for affordable housing, with the commentor stressing the need for lower income housing units in Livermore.

Lastly, one comment letter was received since publication of the Public Hearing Notice for the City Council hearing scheduled for this project on July 8, 2024. The letter raises similar comments as those received prior to the Planning Commission hearing, as summarized above. The letter is included in Attachment 9 for consideration by the City Council.

PLANNING COMMISSION RECOMMENDATIONS AND DISCUSSION
The Planning Commission voted unanimously to recommend finding the project is exempt under the California Environmental Quality Act and to approve the project with seven recommendations. The Planning Commission recommendations are included in the Planning Commission project resolution (Attachment 13, Exhibit A to the Resolution), and as feasible, they have been incorporated into the conditions of approval (Attachment 14, Exhibit B to the Resolution). Each Commission recommendation is provided below with staff's recommendation. The Planning Commission discussed additional subjects, including affordable housing requirements, electric vehicle charging, native plant selection, and crosswalks on Portola Avenue but did not incorporate them into their motion to approve the project (see Attachment 8, Draft Planning Commission Meeting Minutes).

1. Explore the possibility of widening the garage widths in the proposed tandem units to widen openings as much as possible to optimize accessibility and encourage use of garage for parking two cars.

Staff Discussion: Based on the building design and analysis provided by the applicant, it is not feasible to widen the proposed garage openings due to structural framing requirements. Widening the garage openings would result in shrinking of the framing support widths on either side of the garage opening in a way that would compromise the structure for both weight and seismic loading. Wider garage door openings could be structurally feasible in buildings with a larger or different overall footprint; however, these wider openings would necessitate custom garage doors as residential garage doors are typically manufactured to a standard width (i.e., 16 feet in width for two car garages, and 8 feet in width for single car or tandem garages). Given the analysis above, widening the proposed project's garage door openings would not be practical or structurally feasible to implement and no design changes related to the project's garage door width are recommended.

2. Incorporate the use of directional curb ramps, both internal curbs and those connecting to the existing public sidewalk.

Staff Discussion: Directional curb ramps enhance accessibility by directing pedestrians in the direction of crosswalks rather than diagonally into the intersection. Staff recommends the following condition of

approval to address the Planning Commission recommendation.

Recommended Condition of Approval: Prior to Final Map approval, the applicant shall incorporate the use of directional curb ramps, both internal curbs and those connecting to the existing public sidewalk, where practical, to the satisfaction of the City Engineer.

3. Incorporate the use of raised crosswalks for internal crosswalks within the development.

Staff Discussion: Raised crosswalks separate pedestrians from the travel way, which can enhance pedestrian and bicyclist safety. Related, staff evaluated the distribution of the proposed bicycle parking locations when looking at pedestrian and bicycle circulation and facilities. Staff modified a condition of approval to require that bike rack locations be evenly disturbed in accessible and centralized locations throughout the community.

Recommended Condition of Approval: Prior to Final Map approval, the applicant shall incorporate the use of raised crosswalks for internal crosswalks within the development, as feasible. The applicant shall explore the possibility of raised intersections at both project entryways as they connect to the main spine road within the development. The feasibility and placement of raised crosswalks or raised intersections on the final improvement plans will be agreed upon by the developer and the City Engineer, with consideration of public safety and functionality for residents, and service and emergency vehicles.

Recommended Condition of Approval: Prior to Final Map approval, the applicant shall identify final placement of 41 guest bicycle racks (i.e., 1 space per every 4 dwelling units) on the landscape plans, with centralized placement of bicycle loop racks, such as between building 18 and 19, as well as near the entryways, to the satisfaction of the Community Development Director.

4. Delineate and stripe parking stalls on both sides of Tranquility Circle.

Staff Discussion: Parking currently is allowed on Tranquility Circle, but parking spaces are not striped. Delineating spaces with striping will use space more efficiently and increase on-street parking capacity. Staff recommends the following condition to address the Planning Commission's recommendation.

Recommended Condition of Approval: Prior to Final Map approval, the applicant shall delineate and stripe parking stalls on both sides of Tranquility Circle, with input from the City Engineer, to provide appropriate site lines and turning protection along entryways at both the Aura and Sage communities.

5. Develop strategies to address the sun exposure and visibility of the proposed buildings, particularly on the western edges of the development.

Staff Discussion: In response to this recommendation, staff analyzed the quantity and placement of taller shade trees proposed in the project's landscape plans and has incorporated a condition of approval to address the sun exposure and visibility of the proposed buildings on the western and southern edges of the community.

Recommended Condition of Approval: Prior to Final Map approval, the applicant shall identify final tree locations on the landscape plans and specify the placement and quantity of taller shade trees along the western and southern edges of the development, to the satisfaction of the Community Development

Director.

6. Evaluate the proposed Class IV bike lane design to ensure consistency with design standards and consider the placement of the tree-lined buffer in between vehicular lanes and the bicycle lane on Isabel Avenue.

Staff Discussion: As proposed, the Class IV bike lanes along the project's frontages on Isabel and Portola Avenue meet the intent of the Specific Plan and the Active Transportation Plan's design guidelines for separated bike lanes. The policy goal is to provide a physical barrier between the bike lane and the vehicular travel lane while maximizing the widths of both the bike lane and the separated buffer within the available right-of-way. Both Class IV bike lane segments proposed to be implemented by the project meet this intent. However, to address this recommendation, one of the original Engineering Considerations has been modified to widen the raised bike lane buffer on Portola Avenue from six inches to one foot with a 6.5-foot bike lane.

Staff has noted the suggestion of a tree-lined buffer between vehicular lanes and the proposed Class IV bicycle lane on Isabel Avenue. As proposed, the project meet's the Specific Plan's roadway network design guidelines for Isabel Avenue, which instead call for a wider tree-lined median in this roadway section with a tree-lined park strip between the bike lane and the pedestrian sidewalk. Consistent with these guidelines, the bike lane buffer proposed on Isabel Avenue would consist of a 3-foot-wide raised median between the bike lane and the travel lanes. This design was coordinated with the Isabel Crossings development proposal, which would implement frontage improvements to the median and mirror the bike lane improvements on the western side of Isabel Avenue. Therefore, staff does not recommend changes to the design of the bike lane buffers on Isabel Avenue.

Recommended Condition of Approval: Prior to Final Map approval, the applicant shall revise the design of the Class IV bike lane on the project's Portola Avenue frontage to provide a 1-foot buffer and 6.5-foot bike lane, transitioning into a 9.5-foot shared right turn and bike lane.

7. Consider the tradeoff of implementing the proposed Class IV bike lanes with the project versus collecting in-lieu fee payment and implementing improvements at the time the adjacent parcels along Isabel Avenue develop.

Staff Discussion: This recommendation acknowledges the importance of efficiently and consistently constructing the bicycle network and other public improvements. Staff has considered the timing of frontage improvement implementation and the possibility of the developer paying in-lieu fees for frontage improvement obligations, which would then be installed later. As stated in the Engineering Considerations, the applicant is required to coordinate design and construction of frontage improvements with the City and the developer of the Isabel Crossings project (across the street) to ensure continuity in design and timing of implementation (Attachment 14, Exhibit B). Other factors worth considering are that the City has a backlog of other Capital Improvement Program projects to pursue citywide, which could delay future implementation if the City collects fees and takes on responsibility for completing these improvements, and that any fees paid today will likely have a reduced capacity to cover all project costs in the future due to the impact of inflation. Therefore, staff does not recommend changes to the conditions of approval related to the timing of frontage improvement implementation.

The proposed conditions of approval, as revised, further support the Site Plan Design Review findings that the project is designed to 1) provide efficient and safe public access for pedestrian and vehicles; 2)

avoid being detrimental to adjacent properties; and 3) be harmonious with existing development [Livermore Development Code section 9.07.050 (C) (2) (3)]. For these reasons, staff supports the Planning Commission recommendations as identified above and has incorporated them into the Conditions of Approval (see Attachment 14, Exhibit B).

CONSISTENCY DETERMINATION SUMMARY

The Planning Commission approved Consistency Determination (CD) 24-005 by Resolution No. 09-24, determining that the City's acquisition through in-fee dedication of approximately six and a half acres of the project site to remain as open space and the vacation of an existing maintenance easement, in part or whole, is consistent with General Plan policies. A detailed analysis of the Consistency Determination is included in Attachment 1.

ENVIRONMENTAL DETERMINATION

As described in the Environmental Resolution (Attachment 10), the project is exempt from the California Environmental Quality Act (CEQA) under Government Code 65457 and CEQA Guidelines Section 15182 (c), which exempts residential projects that implement a Specific Plan and Public Resources Code section 21083.3 and CEQA Guidelines Section 15183, which exempts projects consistent with a Community Plan, General Plan, or Zoning.

FISCAL AND ADMINISTRATIVE IMPACTS

There are no significant fiscal or administrative impacts associated with the project. Staff time allocated to land use entitlement review is offset by required entitlement application fees. The incremental increase in demand for water, sewer, and stormwater services will be offset by required impact fees and utility connection fees. All new onsite streets, parks, and landscaping will be privately maintained by the project's Homeowners' Association (HOA). As is Livermore's practice, onsite water and sewer lines would be maintained by the City, the costs of which would be covered by user fees. The project would also annex into the Isabel Neighborhood Specific Plan Community Facilities District to pay for offsite public improvements that will help serve the future residents of this project. In addition, the area open space acquired through in-fee dedication as part of the project will remain under the existing open space easement and will continue to be maintained through an existing Community Facilities District, with no burden on the General Fund.

COMMUNITY PILLAR

2: Economy that Prospers

GOAL

4: Implement the Isabel Neighborhood Specific Plan

GUIDING DOCUMENTS

General Plan
Isabel Neighborhood Specific Plan
Development Code
Citywide Design Standards and Guidelines

ATTACHMENTS

1. Staff Analysis - Planning Commission Memorandum
2. Project Location
3. Project Site Context
4. Development Plans
5. Isabel Neighborhood Specific Plan Land Plan
6. Frontage Improvements
7. Density Bonus Letter Request
8. Draft Planning Commission Meeting Minutes
9. Public Comments
10. Resolution - CEQA
11. Exhibit A - Planning Commission CEQA Resolution
12. Resolution - Project
13. Exhibit A - Planning Commission Project Resolution
14. Exhibit B - Conditions of Approval

Prepared by: Shannon Pagan
Assistant Planner

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

LIVERMORE
CALIFORNIA

PLANNING COMMISSION MEMORANDUM

TO: Chairperson Anderson and
Members of the Planning Commission

PREPARED BY: Shannon Pagan, Assistant Planner

REVIEWED BY: Stephen Riley, Acting Planning Manager
Ben Murray, Principal Planner

DATE: May 21, 2024

SUBJECT: Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007, Site Plan Design Review (SPDR) 21-006, and Consistency Determination (CD) 24-005 for 164 for-sale condominium units located southwest of Portola Avenue and Tranquility Circle, known as the Shea Aura Development.

PROJECT DESCRIPTION

The proposed project would develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection in the Isabel Neighborhood Specific Plan area. The project proposes 164 for-sale condominiums, with unit sizes ranging from approximately 1,400 square feet to 1,850 square feet. Thirty-three units would be deed-restricted for residents with median and moderate-income levels and seventeen would be designated as accessible. The project would consist of twenty-one buildings, all with a height of three-stories. Three different building types are included in the project design, including a ten-unit townhome with a two-car tandem garage and rooftop terrace, a six-unit townhome with a two-car tandem garage, and an eight-unit back-to-back townhome with a side-by-side two-car garage.

The project would be accessed via two entryways from Tranquility Circle, connecting to Portola Avenue at an existing signalized intersection. In addition to the two entryway roads, one internal roadway would span the length of the development and connect to alleyways throughout the project site, providing access to each residential building. Along the internal spine road, a vehicular bridge of approximately 63 feet in length would span the existing ephemeral tributary at the north portion of the project site. A grade-separated sidewalk would run along the western side of the internal roadway and internal sidewalks would provide access to all proposed units. Resident parking would be accommodated in each unit's garage, and guest parking would be provided in common use stalls located throughout the development as well as the existing and proposed public street parking available on Tranquility Circle. Bicycle parking would be

provided in each unit's garage as well as bicycle racks located near each entryway on Tranquility Circle.

Four pocket parks and additional areas of common open space would be dispersed throughout the development, and private open spaces would be provided on unit balconies and rooftop decks. Pedestrian connections along Tranquility Circle and Portola Avenue would be provided via public sidewalks. In addition, the project would establish access to the existing Cayetano Creek Trail, providing pedestrian linkage to Isabel Avenue via the existing trailway.

The project would provide several public improvements, including landscaping and sidewalk improvements along Tranquility Circle. In addition, the project would include frontage improvements on Isabel Avenue and Portola Avenue, including the following: 1) lane restriping on northbound Isabel Avenue along the approach to the Portola Avenue intersection to accommodate a Class IV separated bike lane (on-street bicycle lanes that are physically separated from motor vehicle traffic by a vertical element or barrier such as a curb, bollards, or parking aisle); 2) a protected bicycle intersection connecting northbound Isabel Avenue to eastbound Portola Avenue; 3) a tree-lined park strip and sidewalk along the Isabel Avenue project site frontage; and 4) lane restriping along Portola Avenue to Tranquility Circle to accommodate a Class IV separated bike lane. Lastly, approximately six and a half acres of the project site would be dedicated in-fee to the City as part of this project to be permanently preserved and maintained under an existing open space easement.

The proposed project requires approval of:

1. A Vesting Tentative Tract Map (SUB) 21-007, which subdivides the property and establishes the site grading, circulation, public infrastructure.

2. A Site Plan Design Review (SPDR) 21-006 land use entitlement for review of the proposed site design, architecture, and landscape.

3. A Consistency Determination (CD) 24-005 to determine the City's acquisition through in-fee dedication of approximately six and a half acres of the project site and the vacation of an existing maintenance easement, in part or whole, is consistent with General Plan policy.

The Livermore Development Code requires Planning Commission recommendation and City Council approval for projects with subdivisions of five or more parcels. The Planning Commission will operate in its quasi-judicial role in reviewing the proposed project, focusing their recommendation on the project's consistency with the Isabel Neighborhood Specific Plan, the General Plan, and any other applicable requirements. The one exception is that the Planning Commission makes the final decision on the Consistency Determination application, but that determination will be summarized for the City Council.

PROJECT SITE CONTEXT

The project site is approximately 14 acres in size and is located southwest of the Portola Avenue and Tranquility Circle intersection. The project site is bounded to the north by

Portola Avenue, to the east by Tranquility Circle, to the south by an existing stormwater basin and Interstate 580, and to the west by Isabel Avenue (Attachment 2). The project site is primarily undeveloped and clear of any permanent structures, with portions of the site previously graded. The project site is bisected by the existing Cayetano Creek Trail and an unnamed ephemeral tributary to the Arroyo Las Positas creek. Over half of the project site is part of an existing open space easement to accommodate the existing trail and tributary, leaving approximately 6.25 acres of developable land outside of the easement.

The project site is surrounded by a mix of commercial and residential land uses with a community park and open grassland fields interspersed in the area (Attachment 3). The site is situated directly west of the existing Shea Sage residential development and southwest of Cayetano Park. A portion of Isabel Avenue borders the western edge site, and the remaining western edge is bordered by open grassland. The site is situated near residential uses like the Montage and Copper Hill developments to the northwest and office uses like the Copper Hill Business Park and Lam Research further west. The following table summarizes the General Plan land use designation, current zoning classification, and existing land use on the subject property and surrounding properties.

Project Site Context

	General Plan Designation	**Current Zoning Classification**	**Existing Land Use**
Subject Site	Isabel Neighborhood	Isabel Neighborhood Specific Plan, Subarea 2a and Open Space within Subarea 3a	Vacant, Open Space
North	Isabel Neighborhood	Isabel Neighborhood Specific Plan, Open Space	Cayetano Park
South	Isabel Neighborhood	Isabel Neighborhood Specific Plan, Open Space	Open Space
East	Isabel Neighborhood	Isabel Neighborhood Specific Plan, Subarea 1e	Residential

STAFF ANALYSIS

General Plan

The project site has a General Plan land use designation of Isabel Neighborhood Specific Plan. The Isabel Neighborhood Specific Plan seeks to create a safe, vibrant, complete neighborhood; ensure new development is compatible with existing development and community character; and support transit ridership and citywide goals for increased transportation options and housing choices [Livermore General Plan Land Use Element, p. 3-23]. The proposal to develop the project site with a residential use is consistent with the land use designation and implements the General Plan goals for the Isabel Neighborhood.

The proposal would provide a mix of smaller residential unit sizes and styles and provide affordable units, increasing housing options within Livermore. The project would also provide a new separated bike lane on Portola Avenue and a portion of Isabel Avenue, as

well as provide pedestrian connections to adjacent residential developments and streets, increasing Livermore's transportation options, cyclist and pedestrian safety. The project is designed with high-quality architecture and a robust landscape design, creating a vibrant street frontage.

The project supports policies established in the Land Use Element and the 2023-2031 Housing Element. The Land Use and Housing Elements encourage the provision of housing for all income types on infill locations located near transit services. Twenty percent of the project's units would be affordable, and the project would develop an existing infill site bounded by urban uses and adjacent to exiting public utilities. The site would be located within .025 miles of an existing and future Livermore Amador Valley Transit Authority (LAVTA) bus stop and nearby the future Valley Link passenger rail station, and within one half mile of Las Positas College. Therefore, the project offers more affordable housing near transit services, jobs, and educational opportunities, consistent with General Plan policies.

The General Plan Community Character Element contains objectives and policies to encourage high quality design that enhances Livermore's urban design quality, prohibits exterior facades with minimal detailing, and ensures compatibility with existing development. The proposed project achieves these objectives and policies by providing a distinct contemporary architectural style with use of durable and varied materials, including stone, metal, and simulated wood. The exterior façades contain extensive articulation and varied massing, and orient landscaping towards the site periphery, promoting compatibility with surrounding development.

The project also implements policies in the Climate Change Element. For example, the project involves infill development near existing job centers by providing 164 residential units located within walking distance of LAVTA transit service and nearby the future Valley Link high-frequency passenger rail station in the median of I-580 just east of Isabel Avenue. The project also complies with city requirements for electric utilities, water conservation and energy efficiency and implements Climate Best Management Practices by providing rooftop solar arrays, waste stream separation, EV charging ready and capable garages, and use of reclaimed water for landscape irrigation.

No Net Loss Law

The No Net Loss Law, established by Senate Bill 1333, ensures that jurisdictions in California maintain an adequate supply of suitable sites in their Housing Element inventory throughout the Regional Housing Needs Allocation (RHNA) planning period. This requirement applies to all jurisdictions, including charter cities, and aims to prevent a decrease in housing capacity. Essentially, it mandates that any loss of housing sites that were identified in a prior Housing Element, or a reduction in density and/or affordable units thereon, must be offset by an equivalent gain elsewhere, maintaining a balance in housing resources. Before a jurisdiction can approve a residential development project, a "No Net Loss" evaluation must be completed. If it is determined that a "net loss" would occur as part of the project, findings must be made that either the Housing Element's remaining sites have sufficient capacity to accommodate the remaining unmet RHNA by each income level or identify and make available sufficient sites to accommodate the remaining unmet RHNA for each income category.

Consistent with Government Code Section 65583(a)(3), the City's 2023-2031 Housing Element includes a residential sites inventory that identifies lands within the city that are suitable for future residential development and have sufficient capacity by income level to accommodate Livermore's RHNA (Appendix A of the 2023-2031 Housing Element).

The proposed project would subdivide and develop four existing parcels on the project site, only one of which one is identified in the sites inventory (APN 903-0014-004-00). The sites inventory identifies this parcel's residential development capacity at 52 above moderate-income residential units, with no lower income or moderate-income units. When looking at this parcel in isolation of others included as part of the project site, the parcel will provide 20 above moderate-income units and 2 moderate income units, which is lower than the assigned above moderate-income unit capacity for this parcel in the sites inventory. The overall project provides more than the 52 units identified, however per the No Net Loss Law, this represents a "net loss", and the following findings must be made:

1. Finding: Remaining sites identified in the Housing Element are adequate to meet the jurisdiction's remaining RHNA for the planning period by income category.

   Response: The project site includes three additional parcels (i.e., APNs 903-0014-005-00, 903-0014-006-00, and 903-0014-007-00) that were not identified in the Housing Element's sites inventory but have residential land use designations at densities ranging 15-40 dwelling units per acre. These parcels would be developed as part of this project with residential uses per their land use designations. Collectively, the entire project, including all four parcels, proposes164 total units, of which 131 are above moderate income and 33 are moderate-income units.

   When considering the project site in its entirety, the project would result in a net gain of 79 above moderate-income units and 33 moderate-income units, far exceeding the assigned unit capacity in the sites inventory. Therefore, implementation of the project would immediately offset any loss of housing sites on APN 903-0014-004-00 and positively contribute to the remaining RHNA for the planning period by income category.

2. Finding: Include a quantification of the remaining unmet need for the jurisdiction's RHNA at each income level and the remaining capacity of sites identified in the Housing Element, to accommodate that need by income level.

   Response: As stated in the above finding, implementation of the project would result in a positive contribution to Livermore's RHNA by income category and does not necessitate quantification of remaining unmet need or the identification of sites with remaining housing capacity.

As stated in the findings above, the project would contribute more residential units than anticipated in Housing Element's sites inventory, positively contributing to Livermore's RHNA in both the above moderate- and moderate-income categories at the time building permits are issued for the project.

Isabel Neighborhood Specific Plan

Use and Density

The Specific Plan establishes minimum and maximum residential densities in each subarea in order to appropriately manage growth and ensure adequate housing supply. The project site is in Subarea 2a of the Specific Plan, and includes both Transition and Village zoning designations, which are the Specific Plan's lowest intensity residential designations (Attachment 4). The Transition designation is applied to Specific Plan peripheries and allows for the lowest intensity of development to ensure compatibility with existing land uses. The Village designation is applied to Specific Plan residential areas that serve as a transition from the lower residential densities on plan peripheries to the denser and more urban core and higher-intensity office areas. Accordingly, the district densities range from 15 to 25 dwelling units per acre for Transition and 25 to 40 dwelling units per acre for Village.

The project proposes condominium-style multifamily residential units, consistent with the uses allowed in the Transition and Village residential zoning designation. In order to facilitate higher densities in support of Specific Plan Transit Oriented Development policy, the Specific Plan also establishes target densities within each Subarea. Generally, the target density is the midpoint between the minimum and maximum densities across a Subarea. As shown in the plan set's density exhibit, the project meets the Specific Plan's targets for Transition and Village densities, at 24.4 units per acre and 31.7 units per acre, respectively (Attachment 5, Sheet C-4).

The Specific Plan also establishes a minimum, target, and maximum number of residential units required by subarea. The project site is within Subarea 2a, which requires a minimum of 163 units, a target of 201 units, and a maximum of 240 units. The project provides 164 units, which is over the minimum and thereby in conformance with the Specific Plan.

Policies

The project is consistent with the policies established in the Specific Plan, including:

- P-LU-6: Ensure that land uses are compatible with existing residential uses and minimize conflicts between adjacent land uses with respect to scale, safety, noise, privacy, and other potential nuisances and hazards.
- P-LU-17: Ensure that all new development provides ample landscaped areas, private open space, common open space, and publicly accessible open space. Up to 10 percent of the common area requirement may be satisfied through the provision of common indoor areas.
- P-LU-22: Site plans must incorporate pathways to the larger street network, and, where feasible, the open space and trails network.
- P-LU-30: Each product type within new residential developments shall provide at least two-unit types which differ in the number of bedrooms.
- G-TRA-2: Establish a comfortable, safe, and efficient network for pedestrians and bicyclists.
- P-TRA-11: Incorporate traffic calming measures to slow vehicle speeds and

increase the visibility of pedestrian crossings.

The project provides pedestrian connections to Tranquility Circle and Portola Avenue, connecting the proposed development to the existing street network along those roadways. Additionally, the project provides pedestrian connections to the existing Cayetano Creek Trail in two locations, ultimately connecting the proposed development to Isabel Avenue (Attachment 5, Sheet L-1). The project also provides sidewalks throughout the site, with one grade-separated sidewalk running along the western side of the internal roadway and internal sidewalks to provide access to all proposed units and the internal pocket park areas. Due to the site configuration, the internal roadway only provides vehicle access to the site via Tranquility Circle thereby eliminating cut-through traffic from the surrounding Major Streets.

The project includes frontage improvements along both Portola Avenue and Isabel Avenue, including lane restriping on both roadways to accommodate Class IV bike lanes (separated from vehicle lanes with a physical barrier) serving to improve cyclist safety and slow vehicle speeds. The project would also be conditioned to provide a protected bicycle intersection connecting northbound Isabel Avenue to eastbound Portola Avenue. For these reasons, the project satisfies Specific Plan policy and helps create a walkable and bikeable neighborhood.

Livermore Municipal Airport

The Livermore Municipal Airport is located approximately 0.75-miles southwest of the project site. In order to protect the airport's operations and to ensure safety and compatibility of surrounding uses, the County adopted the Livermore Airport Land Use Compatibility Plan (Compatibility Plan), which the City incorporated into its General Plan. The Compatibility Plan applies to all properties within the Airport Influence Area, which generally extends from Santa Rita Road to North Livermore Avenue, and from Stanley Boulevard to north of the city Boundary.

A majority of the Isabel Neighborhood is located within the Influence Area, including the project site. During its adoption, the Specific Plan was found to be consistent with the Compatibility Plan with respect to building heights, uses, and noise levels. While the project is within the allowed density, and use requirements of the Specific Plan, it exceeds the height restrictions set forth in the Specific Plan. However, the proposed building heights are within the required limits as established by the Compatibility Plan, and therefore do not present a safety or compatibility issue related to building height. However, both the Compatibility Plan and Specific Plan require the provision of avigation easements and buyer awareness measures for properties within the Influence Area [INSP P-ENV-1]. The Engineering conditions of approval include the avigation easement requirements (Attachment 12, Exhibit A to the Project Resolution). However, to ensure airport operations remain protected and property owners remain informed about potential noise impacts, staff recommends the following:

> **Recommended Condition:** Prior to occupancy, applicant shall record the deed notification provided in the Livermore Executive Airport - Airport Land Use Compatibility Plan, Chapter 3.3.4.6, on the property for which this discretionary development permit is issued, as follows:

NOTICE OF AIRPORT IN VICINITY

> *This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.*

Subdivision – Vesting Tentative Tract Map 8612

Lot Size and Residential Condominiums

The proposed Vesting Tentative Tract Map (Map) will subdivide the existing approximately 14-acre vacant parcel into 21 total lots and 25 parcels (Attachment 5, Sheet C-3). Twenty-one lots will accommodate the project's condominium buildings, twenty-three parcels will be used for project streets and common areas, like the pocket parks, and two parcels will be dedicated in fee to the City and remain as open space.

The Specific Plan does not establish minimum or maximum residential lot sizes or dimensions. However, for reference, the lot sizes range from approximately 7,200 square feet to 15,700 square feet, while the parcel sizes range from approximately 2,200 square feet to 6.5 acres (Attachment 5, Sheet C-3). The condominium residential lots are of a typical size and shape for condominium-style multifamily housing and can adequately support the use. The proposed Map includes all condominium shared common and open space areas and trash collection areas (i.e. within resident garages), as required by Livermore's Development Code. A condominium map will be filed with the CA Department of Real Estate post entitlement, pursuant to state standards.

Circulation, Streets, and Traffic

The existing street network, including Tranquility Circle and Portola Avenue, will serve the new parcels. Vehicular access would be provided via two new access points, in conformance with the Development Code. Access would be provided from two new driveways connecting to Tranquility Circle. Both driveways will have a minimum width of twenty-six feet, exceeding Development Code standards.

All parcels would have access to the public right-of-way, in conformance with Livermore's Development Code and the Subdivision Map Act. One new private street and twelve new private alleys internal to the development will be constructed. All streets and alleys would range from 22 to 26 feet in width, exceed the minimum dimensions established by the Development Code and City Standard Details, and would be privately maintained by the project's Homeowners' Association (HOA). The alleys would provide access to condominium garages while the street would provide for general circulation.

Pedestrian sidewalks and crosswalks would be provided throughout the development and would connect to the project's common areas and the public right of way, allowing for

ample pedestrian circulation from residences to park space and to the existing and proposed Isabel Neighborhood sidewalk network. All sidewalks would be five feet wide and the project provides an accessible path throughout the development, in conformance with the Development Code and Americans with Disabilities Act (ADA). The project provides pedestrian connections to the city's sidewalk network and the existing Cayetano Creek Trail, promoting strong project connection between public and private areas (Attachment 5, Sheet L-1).

Alternative Transportation

The City maintains an Active Transportation Plan (ATP) that identifies existing and proposed required trails and bike lanes throughout the city. The ATP identifies key locations for new bicycle lane and trail segments to promote connectivity and encourage use of alternative modes of transportation. As stated in the ATP, Specific Plan standards with respect to active transportation take precedence over the ATP in the Isabel Neighborhood.

In order to promote connectivity and encourage use of alternative modes of transportation, the Specific Plan identifies existing and proposed trails and bike lanes throughout the plan area. The project will provide pedestrian connections to the existing Cayetano Creek Trail from the development, providing pedestrian linkage to Isabel Avenue via the existing trailway (Attachment 5, Sheet L-1). The Specific Plan calls for a Class IV bike lane (on-street bicycle lanes that are physically separated from motor vehicle traffic by a vertical element or barrier such as a curb, bollards, or parking aisle) on Portola Avenue and Isabel Avenue. The project proposes a Class IV bike lanes on both roadways as well as a protected bicycle intersection connecting northbound Isabel Avenue to eastbound Portola Avenue (see Sheets 1 and 2 of Attachment 6), in conformance with Specific Plan standards. In order to ensure adequate pedestrian and cyclist connection, staff recommends the following conditions of approval:

> **Engineering Consideration:** In order to accommodate the space needed for the installation of the Class IV bike lanes, the applicant shall reconfigure the northbound lanes on Isabel Avenue and eastbound lanes on Portola Avenue along the project frontages as set forth in the Engineering Considerations. The applicant shall provide safe transitions to and from the modified lane configurations to the satisfaction of the City Engineer.
>
> **Engineering Consideration:** In order to ensure safety**,** the intersection of Isabel Avenue and Portola Avenue shall be redesigned to provide protection for cyclists utilizing the Class IV bike lane on Portola Avenue and passing through the intersection. The applicant shall install a corner island at the intersection to provide this protection. The revised intersection design shall be coordinated with the Isabel Crossing development to the west of Isabel Avenue.

Parking

The Specific Plan establishes vehicular parking minimums and maximums for each zoning district and requires unit and guest parking in residential zones. Within the Transition and Village districts, the parking requirements increase with the number of

bedrooms. Required unit parking will be provided within each unit's attached garage and guest parking will be provided in various locations along the internal spine roadway and near the project's entryways. Condominium garages include both tandem and parallel designs. The project conforms to the Specific Plan's vehicular parking standards as follows:

Room Count	Parking Required (spaces/ unit)	Parking Provided – Condominium (spaces/ unit)	Complies?
2 Bedroom	1.5 – 2	2	Yes
3+ Bedroom	2 – 2.5	2	Yes
Visitor	0.125 – 0.25	0.14	Yes

Project parking also supports the City's climate goals. Most condominium resident garages will have one Level 2 EV Ready 40 ampere circuit installed. In addition, thirty-six EV Capable stalls are located in garage units throughout the project site (Attachment 5, Sheet C-10). The project will provide one accessible stall and one van accessible stall, in conformance with Americans with Disabilities Act (ADA) requirements. It should be noted that the project would not meet the City's Green Building Code Standards Section 15.26.070 requiring two Level Two EV Ready 40 ampere circuits to be installed in townhomes with attached garages. The applicant is requesting relief from this standard with a State density bonus Incentive/Confession, as discussed further in the Density Bonus section of this report.

One hundred and sixty-four bike parking stalls would be provided for onsite. All stalls meet Specific Plan requirements with respect to minimum dimensions. One bike stall is provided per condominium unit, located in each unit's garage, consistent with Specific Plan standards. Per Specific Plan policy, the project is required to provide forty-one guest bike parking spaces to provide guests an opportunity to lock their bikes while visiting the project site and increase the overall number of stalls onsite. In order to ensure adequate guest bicycle parking, staff recommends the following condition of approval:

> **Recommended Condition:** Prior to approval of the project's improvement plans, the applicant shall identify the placement of the appropriate number of guest bicycle racks (i.e., 1 space per every 4 dwelling units or 41 spaces) on the landscape plans to the satisfaction of the Community Development Director.

Utilities, Services, and Infrastructure

The Infrastructure and Public Services Element of the General Plan and the Development Code require that all new developments have adequate provision of utilities and services like water conveyance, sewer conveyance, and urban fire protection. The Specific Plan EIR found that at Specific Plan buildout, the existing utility and service systems would have adequate capacity to serve all new development in the Isabel Neighborhood. The project density is within the range contemplated by the Specific Plan, for this reason, existing utility and service systems will have sufficient capacity to serve the project.

Frontage improvements located in the city right-of-way include a lane restriping along Isabel Avenue and Portola Avenue to accommodate Class IV bike lane with a protected intersection connecting northbound Isabel Avenue to eastbound Portola Avenue. In addition, a new bus turnout would be added on the westbound side of Portola Avenue, north of the project site. The project will be annexed into the citywide maintenance Community Facilities District (CFD), as allowed by the CA Mello-Roos Act, that will cover offsite improvement maintenance costs. The existing storm drain easement in the northeastern portion of the site and a portion of the maintenance easement along Portola Avenue will remain (Attachment 5, Sheet C-3).

The project's water, wastewater, and stormwater service would be provided by connecting into existing mains along Portola Avenue and Tranquility Circle, ensuring adequate service for each unit. Stormwater would be managed primarily by the stormwater retention basin located directly south of the project site (Attachment 5, Sheet C-2). As is the City's practice, onsite water and sewer lines would be maintained by the City, while stormwater lines and the basin would be maintained by the local Homeowners' Association (HOA). The Engineering conditions of approval require regular stormwater facility maintenance to ensure proper function. The Isabel Neighborhood has unique access to recycled water, produced from the Livermore Water Reclamation Plant and generally used for irrigation. In support of Specific Plan and Climate Action Plan policy, staff recommends the following condition of approval:

> **Recommended Condition:** Prior to approval of the project's improvement plans, the applicant shall demonstrate the project's use of recycled water for irrigation purposes on the landscape plans, to the satisfaction of the City Engineer. All onsite irrigation shall use recycled water.

Solid waste would be stored in condominium unit garages. Each garage has sufficient space to accommodate trash, recycle, and organic bins, as required by the City's solid waste and recycling enclosure ordinance. Condominium solid waste will be staged in front of unit garages for collection, as is typical for condominium development in Livermore. Livermore Sanitation, the City's solid waste franchisee, has reviewed the plans and found the project provides functional and efficient trash truck access (Attachment 5, Sheet C-8 illustrates trash truck access and collection locations).

Emergency vehicle access would be provided from two new driveways along Tranquility Circle. The Livermore Pleasanton Fire Department has reviewed the plans and found the project provides sufficient dimensions for fire truck access and turning movement and that upper floors can be safely accessed with rescue ladders and provides adequate fire hydrant placement around the site (Attachment 5, Sheet C-9 illustrates fire access).

Grading and Soils

The applicant has provided a grading plan, a geotechnical report, and a Phase I environmental assessment for the site. Site elevations generally range from approximately 460 feet above mean sea level to 420 feet above mean sea level, sloping to the southwest. The majority of the site has been rough graded and is essentially level in the areas to be developed.

Given the existing slopes on the project site, new retaining walls would be created along the western edge of the development and along the pedestrian walkway connecting the development to Portola Avenue (Attachment 5, Sheet C-6). Retaining walls and landscaping would buffer the western edge of the development from the existing trail and creek, ranging in height from four to seven feet in height. The wall along the pedestrian pathway connecting to Portola Avenue would range from one and a half to four and a half feet in height. The wall design is discussed in the *Fencing, Walls, Public Art, and Signage* section of this report. Staff supports the proposed retaining walls and recommends the following condition of approval:

> **Recommended Condition:** Prior to approval of the project's improvement plans, the applicant shall demonstrate that the design and construction the proposed retaining walls adjacent to the creek corridor ensure stability of the project and minimize long term erosion of the multi-use trail to the satisfaction of the City Engineer.

The project also proposes the construction of a clear span vehicular bridge of approximately 63 feet in length over the existing ephemeral tributary in the northeastern portion of the project site (Attachment 5, Sheet L-1). This project component has been designed such that bridge footings would be located above the Ordinary High-Water Mark (OHWM) and outside of the creek banks, in compliance with Chapter 11 of the City's Design Standards and Guidelines related to Arroyos and Floodplains as well as the Specific Plan Policy P-ENV-20.

Staff supports the proposed grading plan given that it facilitates the residential density contemplated by the Specific Plan. The City Engineer has found the grading plan to meet all City grading standards, the geotechnical report has found the site suitable for development, and the Phase I study has not identified any potential subsurface hazards.

Site Plan Design Review

The Isabel Neighborhood Specific Plan establishes residential development standards that regulate height, setbacks, and bulk and design standards and guidelines that regulate design for all sites within the plan area. In addition, the citywide Design Standards and Guidelines generally apply to all residential projects throughout Livermore. With the use of density bonus waivers, the project complies with the development standards for the Specific Plan's Transition and Village areas and the residential Design Standards and Guidelines as described below.

Development Standards

Development Criteria INSP Ch. 2 Table 2-2	INSP Standard	Proposed	Analysis
Density[1]			
Density Range	Transition 15-25 du/ac;	Transition: 4.8 acres with 117 units at 24.4 du/ac	Complies
	Village 25-40 du/ac	Village: 1.45 acres with 46 units at 31.7 du/ac	Complies

Development Criteria INSP Ch. 2 Table 2-2	INSP Standard	Proposed	Analysis
Height			
Minimum height	Transition: Two stories Village: Two Stories	The development will be three stories in height and exceeds the minimum required building height.	Complies
Maximum height	Transition: Three stories Village: Four stories	All buildings included in the project have a maximum of three stories in conformance with the Specific Plan.	Complies
	Scenic Corridor Amendment Area: Core Area Maximum building height above Mean Sea Level (INSP Figure 2-4)	The project is in the Core Area of the INSP's Scenic Corridor Amendment Areas. The Specific Plan establishes maximum building elevations above Mean Sea Level in 4 different segments across the project site (Attachment 5, Sheet C-11). The project proposes buildings over the established maximum building height elevations in all 4 segments, exceeding the allowable height by a maximum of approximately 19 feet. The applicant has requested a waiver for the building height and scenic corridor requirements, as discussed in the Density Bonus section of this report.	Complies with density bonus waiver
Setbacks (same for Transition and Village Designations)			
Front setback facing major streets	20 feet minimum	Portola Avenue is classified as a major street in the INSP. The minimum project setback along Portola Avenue is 38 feet, which exceed Specific Plan requirements.	Complies
Setback facing all other streets	10 feet minimum	Minimum project setback along Tranquility Circle is 10 feet, meeting Specific Plan requirements.	Complies
Interior Setback (side/ rear)	Min. 15 ft. where abutting existing residential uses; otherwise, Min. 5 ft. for first and second stories; Min. 10 ft. for third story and above	The project does not abut existing residential uses and therefore is not required to meet the 15-foot setback. The applicant has requested waivers for the reduction the interior/side setback requirement from any property line that defines a common parcel as well as a reduction for the minimum setback for the third story, as discussed in the Density Bonus section of this report.	Complies with density bonus waiver
Building Separation	Min. 10 ft. separation between primary windows (living, dining, bedroom) of residential units. Porches facing each other must be separated by minimum 15 feet along paseos.	Minimum building separation is 21 feet, exceeding Specific Plan requirements.	Complies
Garage Separation	Min. 20 ft. paved width for alleys. Min. 28 ft. measured garage face to garage face along alleys.	Proposed paved width is 22 feet along alleys with a garage separation of approximately 28 feet, meeting Specific Plan standards.	Complies
Open Space and Landscaping[1]			

Development Criteria INSP Ch. 2 Table 2-2	INSP Standard	Proposed	Analysis
Common Areas	75 square feet per unit; 10-foot dimension in any direction.	110.90 square feet per unit for a total of 18,189 square feet (Attachment 5, Sheet C-12)	Complies
Private Open Space	75 square feet per unit; 8-foot width and 6-foot depth	All units equal to or greater than 79 square feet (Attachment 5, Sheet A-1.3)	Complies
Minimum On-Site Landscaping	Minimum of 16 trees per acre	The project proposes 401 trees (Attachment 5, Sheet L-14). Using the project site's developable acreage of 6.25 acres, the project would yield approximately 64 trees per acre, far exceeding the minimum trees per acre standard.	Complies

Note:
1. The acreage used to calculate density, open space, and landscaping requirements is based on the developable acreage of the site. The developable acreage of the project site is approximately 6.25 acres, defined as areas outside the existing open space easement, the channel areas, and the perimeter slopes.

Open Space

The Specific Plan contains goals, policies, and development standards that require the provision of residential open spaces to enhance the quality of life and aesthetics of the plan area. The open space requirements are provided in-lieu of typical lot coverage standards but work in tandem with the Specific Plan's building separation requirements to promote light, air, and space within the project. The Specific Plan requires both the provision of common and private open spaces within each development at the minimum ratios specified in the Specific Plan and noted in the table above.

The project meets and exceeds the open space requirements for both common areas and private open space (Attachment 5, Sheet A-1.3). Each condominium floor plan would provide a private balcony, equal to or greater than 79 square feet. In addition, rooftop terraces would be provided in three of the floor plans, ranging in size from approximately 300 square feet to 435 square feet. The project provides approximately 110 square feet of common open space per unit, provided in four pocket parks dispersed throughout the project site (Attachment 5, Sheet L-1), exceeding the minimums. Pocket park furnishings can be found on Sheet L-5 of Attachment 5.

Design Standards and Guidelines

Compatibility, Siting, and Massing

As adopted by the City Council, the Specific Plan and the citywide Design Standards and Guidelines contain design requirements for new development. The documents specify building massing and form requirements for new residential projects. Specifically, the standards require individualized units, that are differentiated through architectural elements like roof forms or wall planes, and for long facades to be broken into smaller subparts not to exceed 50 feet. These standards work to create more varied and human-scale architecture.

The project proposes three building types: an 8-unit back-to-back condominium, a 6-unit

tandem townhome, and a 10-unit tandem townhome. Each building type will be three stories in height and range from approximately 37 feet tall to 42 feet tall. The buildings are substantially similar in height to the three-story residential buildings located in the neighboring development to the east, known as Sage, as well as the three-story residential development to the northwest of the site, known as Montage.

The public streetscape along Tranquility Circle will be comprised of street-facing units in the 10-unit and 6-unit tandem townhomes. Consistent with Design Standard DS-43, the street facing elevations have significant plane changes ranging from 4.5 to 2 feet. Contemporary window patterns, stone accents, and metal patio covers and balcony fascias with metal railing and support struts combine for a highly articulated and detailed street presence. Significant variations in building roof heights and shapes, façade plane changes, and variations in colors and materials create a distinctive project design and active public streetscape.

An existing landscaped stormwater detention basin bounds the southern edge of the proposed community. The basin places the southern edge of the community over 300 feet north of the Sage community's southern edge. The basin and Sage homes will partially buffer the new community from the freeway and limit views of the new buildings from westbound freeway travelers. Likewise, future development of Specific Plan Site 3a will limit visibility of the proposed buildings from eastbound freeway travelers.

Architecture, Materials, and Colors

The Specific Plan allows for contemporary architectural variations of traditional styles and building materials. Preferred materials are to be durable and generally include stucco, stone, wood, and metal.

The design guidelines collectively aim to create developments with high-quality architectural style, rich materials, and compatible colors, as follows:

- INSP-DS-63 Architectural styles for residential buildings that are three stories or less in height shall be limited to traditional or contemporary variations on the following styles: Farmhouse, Craftsman, Folk Victorian, Spanish Eclectic, Mission, and Prairie. Contemporary architectural styles are encouraged, although traditional styles are also acceptable for any building four or more stories in height. The architectural style must be defined for all projects in the Isabel Neighborhood.
- INSP-DS-94: The design of townhomes must be articulated such that individual units are differentiated from each other. Individualization could be achieved through varying setbacks, separate, identifiable roof forms, color/material changes, porch/balcony elements, entry treatments, wall projections, or other techniques.
- DSG 6.C.1.2.4: Each vertical module of units shall incorporate architectural features that help to individually distinguish them, such as wall breaks, projections, distinct color schemes and individual roof treatments.
- DSG-6.C.4.1.2: Windows shall be used as architectural elements that add relief to the façade and wall surface.
- DSG-6.C.6.1.1: A variety of materials shall be used that emphasize a differentiation between the various components of the building.

- DSG-6.C.7.1.1: Exterior building colors should be compatible with the surrounding neighborhood setting and should be in keeping with the geographic and climatic conditions specific to Livermore.

The three building styles share design elements of contemporary Prairie architecture, which is distinct from, but complementary to, the contemporary farmhouse style of the Sage community to the immediate east. Prairie elements include horizontal patterns in wall elements, stone wall accents that extend above the first floor, and canopies that suggest the deep eaves typical of the style. Consistent with the Specific Plan, the building materials include stone, stucco, wood (fiber cement engineered wood siding), glass, and metal. The color palette includes a variety of rich earthtones that will blend well with the surrounding environment. All elevations are articulated with geometric patterns that define individual units while maintaining a cohesive overall design.

Differentiation of individual units is achieved through varying setbacks, separate balconies, distinctive vertical window bays, punctuated by horizontal lap siding, on the second and third floors, and identifiable vertical stucco and stone accents. The architectural renderings on Sheets A1.8 through A 2.1 illustrate the variety of window styles and their context within each building design (see Attachment 5). Sheet A-5.2 provides section and perspective details of the various window styles. The distinctive window patterns add relief to the façades and wall surfaces.

The architecture employs a variety of colors and materials to differentiate components of the building and articulate the building mass. Generous use of stone extending above the ground floors visually grounds the buildings. The varied rooflines include rooftop decks on many units to take advantage of expansive views of the valley. The proposed architecture will provide an attractive transition from the Sage community to the east to the higher density residential and commercial uses in the planned Isabel Crossing (formerly Harridge) development to the west.

Landscape Design

The Design Standards and Guidelines and Specific Plan contain landscape standards related to trees, shrubs, and groundcovers. The standards establish minimum quantity, size, and locational parameters, as follows:

- DSG-1.4.1.a: At time of installation, trees should be a minimum 15-gallon pot size or 6 feet tall.
- DSG-1.4.1.b: At time of installation, all street trees should be 24-inch box size and comply with the City of Livermore Standard Details.
- DSG-1.4.1.c: At time of installation, twenty percent of all trees should have a 24- inch box container size or larger.
- DSG-1.4.1.d: At time of installation, shrubs should have a minimum 5-gallon pot size.
- INSP-Table 2-2: Minimum on-site landscaping is 16 trees per acre.

The project's landscape plan includes a mix of trees, shrubs, grasses, groundcovers, and vines (Attachment 5, Sheets L-14 through L-19). The tree palette includes specimen

trees like the Coast Live Oak, broad branching shade trees like the Little Leaf Linden and St. Mary Southern Magnolia, and vertical trees like the Brisbane Box. Vertically oriented accent trees would be placed adjacent to building façades along street frontages, helping to soften building massing and to enhance the buildings' vertical features. Larger tree species, like the London Plane, would be placed along street frontages and in key open areas, while smaller trees would be clustered near pedestrian paseos and walkways, ensuring plantings scale appropriately with their surroundings. All proposed trees will have a minimum 15-gallon pot size, and the project would provide approximately 64 trees per acre, far exceeding the Specific Plan requirement. However, only approximately 5 percent of the trees are proposed to be a 24-inch box size or larger. The Design Standards and Guidelines require that 20 percent of a project's trees be 24-inch box. In order to satisfy the Design Standards and Guidelines and to ensure adequate shade at planting, staff recommends the following condition of approval:

> **Recommended Condition:** Prior to Improvement Plan approval, the Applicant shall demonstrate on the landscape plan that 20 percent of all onsite trees have a 24-inch box size or larger, to the satisfaction of the Community Development Department Director.

The project's shrub and groundcover palette include a host of flowering and scented shrubs like Indian hawthorne and California wild lilac. Groundcovers include soft to the touch surfaces like Japanese honeysuckle and jasmine, suitable for families and areas in close proximity to the public walk. Screening shrubs would be planted at building corners and in planter beds along the building base, adding visual variety, color, and a visual transition from public to private space. Vine species include kangaroo vine and American honeysuckle, providing a variety of colors and scents near the public sidewalk. The landscape plans show five-gallon shrub sizes, per the Design Standards requirement of a five-gallon minimum for new development.

The project is conditioned to comply with the City's Water Efficient Landscape Ordinance (WELO) in order to conserve water, avoid invasive species, and ensure irrigation efficiency. The project will use less water than allowed, contain no high-water using plants, utilize drip irrigation, and use recycled water use for all project irrigation. For these reasons, the project promotes efficient use of water resources. Portions of the plant palette are also California natives and pollinators that are conducive to birds, butterfly, and beneficial insects like bees. In this way, the plant selection would be well suited to Livermore's climate and will promote increased biodiversity, furthering Specific Plan and Climate Action plans goals.

All landscaping will be maintained by the site's future Homeowners' Association (HOA). The proposed trees and shrubs will create a welcoming and comfortable outdoor space and, as conditioned, are consistent with the citywide Design Standards and Guidelines and the Specific Plan.

Fencing, Walls, Public Art, and Signage

The applicant has included with the landscape package a wall and fence plan along with proposed materials (Attachment 5, Sheets L-8 and L-12). The project proposes guardrail fencing, approximately 4 feet in height, along the western retaining wall closest to the

western edge of the development. As conditioned, the project will provide additional guardrail fencing at any retaining wall location more than three feet in height, ensuring pedestrian safety.

As described in the *Grading and Soils* section of this report, the location of the site as it relates to the existing Arroyo Las Positas tributary, and the perimeter slopes necessitates retaining walls along the project periphery. The retaining walls will be constructed using split face geo blocks of grey or tan coloration. All retaining wall sections will be horizontally stepped, creating two wall segments with a landscaped planter in between (Attachment 5, Sheet C-5 Sections D-D, E-E. F-F, and H-H and Sheet C-6 for section locations). The landscape palette includes shrubs and climbing vines for the stepped planter area that would cover the wall surface at maturity (Attachment 5, Sheet L14). The stepped design will reduce the wall massing into more pedestrian friendly segments and the landscape will provide for natural screening and urban habitat. Staff supports the proposed retaining wall design, with the following condition of approval:

> **Recommended Condition:** Prior to Improvement Plan approval, the applicant shall ensure all retaining walls are a maximum of six feet in height and for sloped areas where multiple retaining walls are proposed, the retaining walls shall maintain a minimum separation width equal to the height of the tallest adjacent retaining wall. In addition, the ground area between the retaining walls shall have a maximum slope of 3:1 (Specific Plan Policy DS-83).

The applicant has also shown potential locations for public art and signage(Attachment 5, Sheet L-1). Both would be located in prominent areas near entry ways or street frontage for visibility and public enjoyment. Staff supports the inclusion of public art and community identification, but recommends the following conditions of approval:

> **Recommended Condition:** Prior to sign installation, the applicant shall submit for, and receive approval of, all required sign design review and building permit applications.
>
> **Recommended Condition:** Prior to Final Occupancy of the first building permit, the applicant shall obtain City of Livermore Commission for the Arts approval for all proposed public art and shall provide proof of approval to the satisfaction of the Community Development Department Director.

<u>Consistency Determination</u>

California Government Code Section 65402(a) requires that if a General Plan has been adopted, no real property shall be acquired by dedication or otherwise or sold for public purposes until the location, purpose, and extent of such acquisition or disposition has been shown to be consistent with a local jurisdiction's adopted General Plan. This includes acquiring property through dedication and vacation of easements through abandonment.

The project proposes the in-fee dedication of approximately seven acres of land to the City, Parcels V and W (Attachment 5, Sheet C-3). Portions of Parcel V were previously

placed under an open space easement as part of an Easement and Dedication Agreement dated July 8, 2002. City acceptance of Parcel V through dedication was established in the Development Agreement (No. 114-97) between the City of Livermore and Shea Center Livermore, and Amendments thereafter. Per these agreements, the City anticipated accepting the offer of dedication for Parcel V when the property developed, with the understanding that the parcel would be remain as under the exiting open space easement and continue to be maintained with an existing funding source, Community Facilities District 2016-1. Upon project approval, staff supports acceptance of the offer of dedication for Parcel V, totaling approximately six and a half acres (Attachment 7).

City acceptance of Parcel W was not identified as part of the Development Agreement and Amendments thereafter. As such, staff does not support the offer of dedication for Parcel W at this time and recommends Parcel W remain privately owned and maintained upon project approval.

The existing maintenance easement along Portola Avenue in the northern portion of the project site would be abandoned and removed partially or in whole, as appropriate from the Tentative Map as part of this project (Attachment 7). The maintenance easement was created with the development of Portola Avenue to ensure adequate access and maintenance could occur in the event of slope failure along Portola Avenue. With the dedication of Parcel V to the City, this area would become city-owned land and a maintenance easement would no longer be necessary for the City to maintain this area.

Acquisition of Parcel V through dedication and vacation through abandonment of the existing maintenance easement does not conflict with any General Plan policies and does not detrimentally affect the implementation of the General Plan. It would allow for the continued protection of this area as open space though the existing Easement and Dedication Agreement, maintain maintenance access, and facilitate project construction, implementing the following General Plan policies and actions:

- Land Use Element (Goal LU-3) (Objective LU-3.1): Create neighborhoods near transit that include a mix of uses and a range of housing types to meet the needs of all residents.

- Land Use Element Goal LU-4: Ensure that new development mitigates significant environmental, design, and infrastructure impacts.

- Open Space and Conservation Element (Goal OSC-2): Conserve Livermore's waterways, tributaries and associated riparian habitats.

Housing and Affordability

Affordability

As in the greater Bay Area region, there is an urgent and significant need for affordable housing in Livermore. In support of the City Council's priority to increase and expand affordable housing opportunities, the Specific Plan contains affordability requirements for all new development. Each new residential project in the Isabel Neighborhood is required to designate 20 percent of the units as affordable, with different percentages

allocated to different incomes depending on the unit type. Fractions of units are to be combined and provided as additional affordable units at the lowest income required. The project complies with all Specific Plan affordability requirements as described in the following table.

Required Percentage for For-Sale Units	Required number of Units	Proposed Number of Units	Complies
5% Median Income	8.2	9	Yes
15% Moderate Income	24.6	24	Yes

According to the California Department of Housing and Community Development 2023 Income Limits, an Alameda County family-of-four Median Income is $147,900, while a Moderate Income is $177,500.

The City Council has also adopted an Inclusionary Housing Ordinance, which establishes citywide affordability requirements that identify performance standards for affordable units. As required by the Inclusionary Housing Ordinance, all affordable units must:

1. Be representative of the project as a whole, with comparable unit type and bedroom mix.
2. Appear the same as the market-rate units.
3. Contain the same average number of bedrooms as market-rate units.
4. Contain the same bathroom to bedroom ratio as market-rate units.
5. Have the same market-rate amenities, like air conditioning and laundry facilities.
6. Meet or exceed the minimum floor areas identified in the Inclusionary Housing Ordinance (LDC 10.06.050 - Table 10.2).
7. Reflect the overall market-rate product type mix.
8. Be dispersed throughout the project site.

The project meets most of the required performance standards identified above. All units will have the same architectural style and contain the same amenities; the affordable units provide the same average bedroom count and the same bathroom to bedroom ratio as the market rate units; and each affordable unit exceeds the established minimum unit size.

However, the market-rate condominiums do not satisfy the “representative of the project as a whole” standard, given that the applicant only proposes affordable units for one of the three building unit types and one of the seven floor plan types (Attachment 5, Sheets C-13). The Inclusionary Housing Ordinance generally requires that affordable units be allocated to each floor plan type. In this case, Floor Plan One is the only plan with affordable units and has the smallest footprint but the same number of average bedrooms.

Although the proposed affordable housing plan does not fully conform to Livermore’s Inclusionary Housing Ordinance requirements, the applicant has submitted for a State Density Bonus Incentive/ Concession to remove the “representative of the project as a

whole" requirement, as allowed under CA state law and as described in the *Density Bonus* section of this report. Staff supports the remainder of the proposed affordable housing plan.

Housing Crisis Act

The Housing Crisis Act (SB 330) became California law on January 1, 2020, and made numerous changes to the procedures for processing, reviewing, and approving housing development projects during the declared statewide housing emergency. The law remains in effect until January 1, 2030, unless extended. Specifically, the new law:

- Created an optional "preliminary application" process for housing developers that freezes development standards and fees as of the submittal date;
- Amended the Permit Streamlining Act to clarify the timeframe and procedures for determining whether a development application is complete;
- Added provisions to the Housing Accountability Act to ensure only objective standards are used to deny or reduce the density of a housing development project;
- Limited the number of hearings that may be held on a housing development project to five; and
- Limits actions to reduce residential development capacity or implement growth control measures and imposes replacement housing and relocation requirements for projects that demolish residential units.

The applicant provided all the necessary information to qualify for relief under the Housing Crisis Act upon initial application submittal on February 3, 2023. Therefore, all development standards and fees applying to the project were vested at that date. No changes have occurred to the Specific Plan since February 2023, however. In addition, given that the Specific Plan was adopted after January 1, 2020, all subjective design standards within the plan cannot be used to evaluate the project. However, the Specific Plan references the citywide Design Standards and Guidelines, which were adopted prior to January 1, 2020. Therefore, subjective standards from the adopted 2004 citywide Design Standards and Guidelines were still used during project review.

The project review has taken place within the timelines and quantity of hearings specified in the law. No residential demolition nor growth control is part of this project, and the City has terminated its Housing Implementation Program (HIP), which generally limited the annual number of units constructed. For these reasons, the project review process and the review standards used are consistent with the provisions of the Housing Crisis Act.

Density Bonus

The State of California encourages the production of affordable housing through its Density Bonus statute [California Government Code Section 65915-65918]. These provisions allow projects that contain a certain percentage of affordable units to qualify for:

1. Density Bonus;
2. Waivers of development standards; and

3. Developer incentives/ concessions

The Density Bonus allows projects to exceed the maximum residential density on a particular parcel. The development standard Waivers allow a project to disregard a development standard that precludes the allowed density. An unlimited number of Waivers may be granted. The developer Incentives/Concessions allow a project to disregard a certain number of development standards if removing the standard would result in quantifiable cost reduction. The more affordable the project, the more Incentives/ Concession shall be granted, up to a maximum of four.

The project allocates 20 percent of for-sale units to moderate income households, which qualifies the project for a Density Bonus, unlimited Waivers, and two Incentives/ Concessions. The applicant is not proposing a Density Bonus, but is proposing to use five Waivers and two Incentives/ Concessions (Attachment 8), as follows:

1. Development Standard Waiver – Building Elevations: Waive the requirements of the Specific Plan's Scenic Corridor Amendment Area Policy to allow building elevations (i.e., building height) to exceed the maximum allowable in each segment of the project site as defined in Figure 2-4 of the Specific Plan, such that Scenic Corridor maximums will be exceeded by approximately 1 foot at the lowest and 19 feet at the highest.

2. Development Standard Waiver – Setback (Side/Rear Property Line): Waive the requirements of the Specific Plan's Property Line Setback (Side/Rear), such that no setback applies.

3. Development Standard Waiver – Setback (Side/Rear Common Area): Waive the requirements of the Specific Plan's Common Area Setback (Side/Rear), such that no setback applies.

4. Development Standard Waiver – Setback (Side/Rear Interior Third Story): Waive the requirements of the Specific Plan's Interior Third Story Setback (Side/Rear), such that the 10-foot minimum setback for the third story is reduced to a minimum of 5 feet for the third story and above.

5. Development Standard Waiver – Relief from Electric Vehicle (EV) charging requirement: Waive the requirements of the Livermore Municipal Code Section 15.26.080 requiring two Level 2 EV Ready spaces be provided in townhomes with attached private garages with two parking spaces, such that 129 Level 2 EV Ready spaces and 36 Level 2 EV Capable spaces would be provided.

The requested waivers would facilitate the building forms and densities contemplated by the Specific Plan and would allow for three-story condominium units to be loaded along alley ways, which is typical of this type of development throughout Livermore. The current Specific Plan standards require ten-foot side and rear setbacks along such alleyways, which functionally reduces the allowed density and counteracts the Isabel Neighborhood's Transit Oriented Development goals. In addition, such setback requirements likely preclude townhome style development with attached units on

separate lots. Without these waivers, the project would have a difficult time meeting the required density range.

According to State Density Bonus law, the City shall grant development standard Waivers for affordable housing projects that qualify, unless one of the following findings can be made [Government Code Section 65915 (e)(1)]:

1. The waiver or reduction would have a specific, adverse impact, as defined in paragraph (2) of subdivision (d) of Section 65589.5, upon health or safety, and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.

   Findings: The reduction of the side and rear setback to zero would not result in a specific adverse impact upon public health and safety. The change in setback would not modify the project's alley or street widths nor building separation. The internal access lanes would still be of a sufficient width to accommodate emergency vehicles and trash pickup and promote underground utility conveyance. In addition, the project still meets the Specific Plan's building separation requirements, ensuring adequate light and air between units. Although the buildings will be closer to internal lot lines than allowed in the Specific Plan, the street frontage and external setbacks will remain, ensuring adequate separation and provision of open space along the project periphery and promoting compatibility with adjacent properties.

   The exceedance of building elevations over that allowable per the Specific Plan's Scenic Corridor requirements for the Core Area would not result in a specific adverse impact upon public health and safety. The proposed building heights are within the required limits as established by the Airport Land Use Compatibility Plan, and therefore do not present a safety or compatibility issue related to building height. However, both the Airport Land Use Compatibility Plan and Specific Plan require the provision of avigation easements and buyer awareness measures for properties on the project site, and this is a condition of approval for the project.

2. The waiver or reduction would have an adverse impact on any real property that is listed in the California Register of Historical Resources.

   Findings: The property is not listed on the National Register of Historical Resources, the California Register of Historical Resources, nor on the City of Livermore's Historical Resources Inventory. No historic resources would be materially impaired.

3. The waiver or reduction would be contrary to state or federal law.

   Findings: Setback dimensions are established by local ordinance. The setback reduction incentive would not violate any State or Federal law. In addition, the setback reduction only applies to interior lot lines and would not cause the project to encroach on any sensitive habitat, riparian areas, wetland areas, or state or federal property.

Restrictions on building elevations (i.e., building heights) are also established by the INSP the Scenic Corridor Policy Amendment Areas map, which is intended to preserve some key views from I-580 within the Planning Area, but also acknowledge some taller building will block views of the hills to achieve other Plan goals. In addition, due to the project's proximity to the Livermore Municipal Airport, it is subject the Federal Aviation Administration's (FAA) height standards. The project complies with FAA height standards.

Given that none of the findings above can be made, the City shall grant the requested Waivers to the project applicant. Staff supports the proposed height and setback Waivers given that it supports Specific Plan policy of providing dense attached development and does not constitute an adverse impact on the public health and safety nor the environment.

Developer Incentive/ Concession – Affordable Comparability:

The developer is requesting a concession/incentive to vary from the comparability requirements of the Inclusionary Housing Ordinance, such that each floor plan type and building type do not need to include affordable units, and all affordable units can be located in the Back-to-Back building type and designed with Floor Plan One.

According to State Density Bonus law, the City shall grant developer Incentives/ Concessions for affordable housing projects unless one of the following findings can be made [Government Code Section 65915 (d)(1)]:

1. The Concession or Incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in subdivision (c).

   Findings: The requested Incentive/ Concession to waive the affordable comparability requirement and concentrate the affordable units in Floor Plan One of the Back-to-Back building type will result in identifiable, financially sufficient, and actual cost reduction. The applicant has indicated actual costs savings of approximately $2,217,000. This amount represents the estimated additional loss of project revenue that would be the result of providing a representative mix of floor plans as affordable units compared to the units the applicant has proposed to be designated affordable. The units requested by staff also have higher construction costs than the units proposed by the applicant, which is separate category of cost savings. For this reason, overall project costs will be less, and revenues will be more by concentrating the affordable units in Back-to-Back building type with Floor Plan One, rather than providing affordable units in each floor plan type.

2. The developer incentives would have a specific adverse impact, as defined in paragraph (2) of Subdivision (d) of Section 65589.5, upon public health and safety or the physical environment or an any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households.

Findings: Designating different affordable units would not result in a specific adverse impact upon public health and safety, the physical environment, or any real property that is listed in the California Register of Historical Resources. Modifying which units are affordable does not impact the physical development or environment and is instead a regulatory action. In addition, all affordable units will still provide for sleeping, restroom, and cooking areas. The affordable units would have the same amenities as the for-sale units, like laundry and air conditioning, and will be otherwise indistinguishable from the for-sale units. All affordable units will be adequately served by water, wastewater, and electrical service. For these reasons, concentrating the affordable units into the Back-to-Back building type with Floor Plan One will not adversely impact the health, safety, or wellbeing of affordable residents. The property is not listed as historic in any local, state or national historical register.

3. The developer incentives would be contrary to State or Federal law.

   Findings: Affordability requirements are established by local ordinance. The affordable comparability incentive/concession would not violate any State or Federal law.

Given that none of the findings above can be made, the City is required to grant the requested affordable comparability Incentive/ Concession to the project applicant. In addition, based on correspondence with the California Department of Housing and Community Development, using the Density Bonus to waive Inclusionary Housing Ordinance requirements is an appropriate use of the law, and furthers the California Legislature's goal to increase the state's production of market-rate and affordable housing.

Sustainability

In support of the General Plan, Climate Action Plan, and Specific Plan, the proposed project will incorporate sustainability measures into its construction and operations. For example, the project proposes rooftop and canopy-mounted photovoltaic arrays that would provide electricity without local emissions. Condominium garages will be Electric Vehicle (EV) ready and capable (providing the necessary wiring and power), allowing residents to more easily use and charge electric vehicles. Garages and trash enclosures will also have sufficient space to accommodate trash, organic, and recycling bins, encouraging composting and recycling activities for all residents. All onsite fixtures would be water and energy efficient.

The project will also efficiently use and treat water onsite. Recycled water will be used for all irrigation and all plants will be medium or low water users. In addition, many species will be natives and pollinators, which are well suited to Livermore's climate and attract beneficial insects, like bees. Stormwater will be treated in a retention area with natural grasses. The project provides ample pedestrian connections and new class IV bike lanes along its frontages making alternative travel modes more comfortable. The project is also an infill development located nearby the LAVTA 30R line, which serves the West Dublin/Pleasanton BART station. In addition, the project is collocated nearby existing job centers, and will be within one half mile of the future Valley Link station. Thus, residents

would have walking access to jobs and more efficient forms of transportation, providing more options and potentially reducing their reliance on personal automobiles.

City of Livermore

ATTACHMENT 2

Notes:

666.7 0 333.33 666.7 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_

Livermore IT, GIS Services

Scale: 1: 4,000

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

Prepared:

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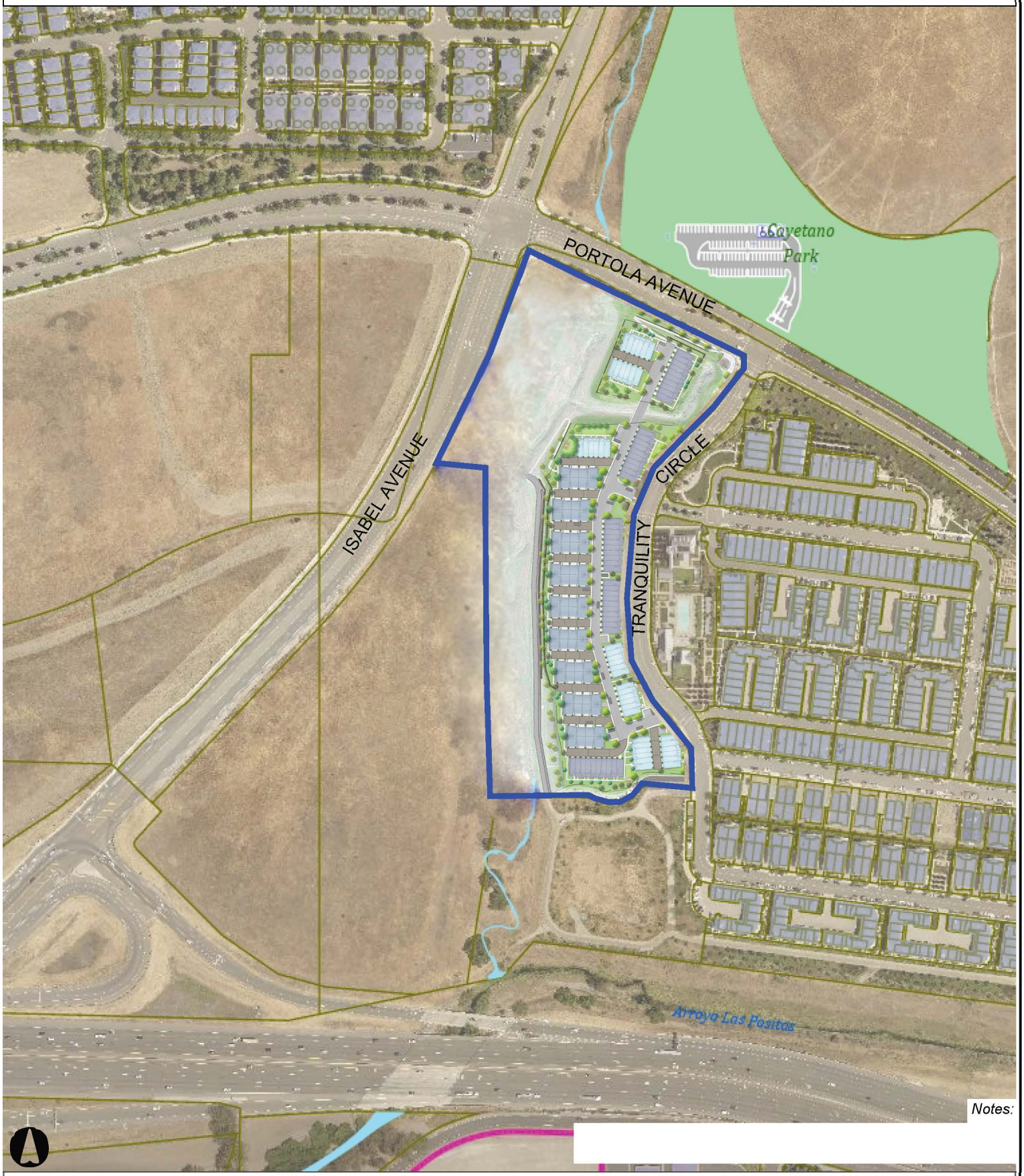
LIVERMORE CALIFORNIA

City of Livermore

ATTACHMENT 3



Notes:

666.7 0 333.33 666.7 Feet

NAD_1983_2011_StatePlane_California_III_FIPS_0403_
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Prepared:

4/30/2024 2:27:39 PM

VESTING TENTATIVE TRACT MAP NO. 8612 FOR CONDOMINIUM PURPOSES

AURA
LIVERMORE

VESTING TENTATIVE MAP NOTES:

OWNER/SUBDIVIDER: SHEA HOMES, INC.
2360 SHEA CENTER DRIVE
LIVERMORE, CA 94551
CONTACT: DAVE BEST 925-245-3631

1. ENGINEER: MACKAY & SOMPS CIVIL ENGINEERS, INC.
5142 FRANKLIN DRIVE, SUITE B,
PLEASANTON, CA 94588
CONTACT: TRAVIS PASHON-SILVA/CHRIS GUENTHER 925-225-0690

2. SOILS ENGINEER: BAEZ GEOTECHNICAL GROUP
1686 2ND ST, SUITE 205,
LIVERMORE, CA, 94550
CONTACT: BILL STEVENS 209-632-3779

3. LANDSCAPE ARCHITECT: C2 COLLABORATIVE
100 AVENIDA MIRAMAR
SAN CLEMENTE, CA 92672
CONTACT: JACK HAGEN
TELEPHONE NUMBER: (949) 366-6624

4. ARCHITECT: WOODLEY ARCHITECTURAL GROUP
2943 PULLMAN STREET, SUITE A
SANTA ANA, CA 92705
CONTACT: DEBRA FALASE
TELEPHONE NUMBER: (949) 553-8919

5. EXISTING LAND USE: VACANT

6. PROPOSED LAND USE: TOWNHOMES, FOR SALE

7. EXISTING ZONING: ISABEL NEIGHBORHOOD SPECIFIC PLAN - TRANSITION/VILLAGE (COMMERCIAL VESTED UNDER DEVELOPMENT AGREEMENT 114-97)

8. PROPOSED ZONING: ISABEL NEIGHBORHOOD SPECIFIC PLAN - TRANSITION/VILLAGE

9. APN/ACREAGE: 903-0014-004 (3.83 AC)
903-0014-005 (3.90 AC)
903-0014-006 (3.65 AC)
903-0014-007 (3.44 AC)

10. FLOOD PLAIN: NONE PER FIRM PANEL 06001C 0333G

11. ALL WATER MAINS UP TO THE BUILDINGS INDIVIDUAL WATER METERS ARE PROPOSED TO BE PUBLIC AND SERVICED BY THE CITY OF LIVERMORE.

12. ALL SEWER LINES UP TO THE BUILDINGS INDIVIDUAL CLEANOUTS ARE PROPOSED TO BE PUBLIC AND SERVICED BY THE CITY OF LIVERMORE.

13. ALL STORM DRAIN LINES WITHIN THE PRIVATE STREETS ARE PROPOSED TO BE PUBLIC. ALL LANDSCAPE DRAINS AND STORM DRAINS WITHIN LANDSCAPE AREAS ARE PROPOSED TO BE PRIVATE AND SERVICED BY THE HOME OWNER'S ASSOCIATION.

14. PROPERTY IS LOCATED IN AND WILL BE SERVED BY THE LIVERMORE VALLEY UNIFIED SCHOOL DISTRICT.

15. TELEPHONE WILL BE SERVED BY AT&T

16. ELECTRIC WILL BE SERVED BY PG&E

17. CABLE TELEVISION WILL BE SERVED BY COMCAST

18. LOCATIONS OF PROPOSED UTILITIES, STREET GRADES AND PARCEL DIMENSIONS ARE PRELIMINARY AND WILL BE REFINED WITH THE FINAL ENGINEERING DESIGN.

19. ALL INFRASTRUCTURE WILL BE INSTALLED IN A SINGLE DEVELOPMENT PHASE.

20. THE SUBDIVIDER INTENDS TO FILE UP TO THREE (3) PHASED FINAL MAPS, INCLUDING FOR FINANCING FOR CONVEYANCE PURPOSES.

21. ALL EXISTING TREES AND STRUCTURES ON THE PROPERTY SHALL BE REMOVED.

22. SIZE OF THE SMALLEST LOT IS 2,346 SQ. FT. (PARCEL H). THE LARGEST LOT IS 314,851 SQ. FT. (PARCEL X).

23. PUBLIC UTILITY AND ACCESS EASEMENTS WILL BE GRANTED OVER PRIVATE STREETS AND EACH COURT TO ALLOW ACCESS TO THE PUBLIC AND INSTALLATION OF PUBLIC UTILITIES. ADDITIONAL EASEMENTS AND DEDICATIONS ARE SHOWN ON THE ATTACHED.

24. UNLESS OTHERWISE SPECIFICALLY STATED IN THE CONDITIONS OF APPROVAL, LOCAL AGENCY APPROVAL OF THIS MAP SHALL CONSTITUTE AN EXPRESS FINDING THAT THE PROPOSED SUBDIVISION AND DEVELOPMENT OF THE SUBJECT PROPERTY WILL NOT UNREASONABLY INTERFERE WITH THE FREE AND COMPLETE EXERCISE OF RIGHTS DESCRIBED IN GOVERNMENT CODE SECTION 66436(a)(3)(A)(i).

25. IT IS THE INTENT OF THE DEVELOPER TO FILE AIRSPACE CONDOMINIUM PLANS FOR THE CONDOMINIUM UNITS ON PARCELS 1-21 AFTER THE FINAL MAP APPROVAL. UP TO 164 CONDOMINIUM UNITS MAY BE CREATED ON LOTS 1-21.

26. THE PROPERTY PROPOSED FOR DEVELOPMENT IS SUBJECT TO DEVELOPMENT AGREEMENT 114-97, AS AMENDED. THAT AGREEMENT VESTS THE PROPERTY SUBJECT TO THE DEVELOPMENT APPLICATION WITH CERTAIN RIGHTS THAT MAY NOT BE CONSISTENT WITH THE ISABEL NEIGHBORHOOD SPECIFIC PLAN, CURRENT ZONING, AND/OR OTHER CITY ORDINANCES AND REGULATIONS.

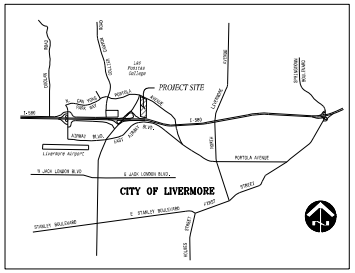
BENCHMARK

CITY OF LIVERMORE BENCHMARK H 6-1 - CALIFORNIA DIVISION OF HIGHWAYS MONUMENT IN THE SIDEWALK ON THE NORTH END OF THE AIRWAY BLVD. AND I-580 OVERPASS.
BASS DISC STAMPED A-453.
ELEVATION = 432.958
PROJECT BENCHMARK = CITY BENCHMARK - 0.06'

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE GRID BEARINGS AND ARE BASED UPON THE LINE BETWEEN CALTRANS CONTROL MONUMENTS 'A-448' AND A-449' AS SHOWN ON SHEETS S-167.0 OF THE CALTRANS MONUMENT MAP 'ALA 580, PM 9.3 TO 14.2' ON FILE IN THE ALAMEDA COUNTY PUBLIC WORKS DEPARTMENT FILE "LSK-4320-22', AND WAS TAKEN AS : N 83°36'39" E.

OVERALL SITE PLAN
NTS



VICINITY MAP
NTS

ABBREVIATIONS

AB	-	AGGREGATE BASE	INV	-	INVERT
AC	-	ASPHALT CONCRETE	IRR	-	IRRIGATION
BC	-	BEGINNING OF CURVE	LP	-	LOW POINT
BFP	-	BACKFLOW PREVENTER	LT	-	LEFT
BNDY	-	BOUNDARY	LPFD	-	LIVERMORE PLEASANTON FIRE DEPARTMENT
BO	-	BLOWOFF	MH	-	MANHOLE
BW	-	BACK OF WALK	OH	-	OVERHEAD POWER
CB	-	CATCH BASIN	P	-	PAD
CL	-	CENTERLINE	P/L	-	PROPERTY LINE
C&G	-	CURB AND GUTTER	PP	-	POWER POLE
DI	-	DROP INLET	PME	-	PRIVATE MAINTENANCE EASEMENT
DIP	-	DUCTILE IRON PIPE	PUE	-	PUBLIC UTILITY EASEMENT
DMA	-	DRAINAGE MAINTENANCE AREA	PSDE	-	PRIVATE STORM DRAIN EASEMENT
D/W	-	DRIVEWAY	RT	-	RIGHT
DIV	-	DIVERSION STRUCTURE	R/W	-	RIGHT OF WAY
EC	-	END OF CURVE	S	-	SANITARY SEWER LATERAL
EL	-	ELEVATION	SD	-	STORM DRAIN
EP	-	EDGE OF PAVEMENT	SDE	-	STORM DRAIN EASEMENT
ER	-	END OF RETURN	SDCO	-	STORM DRAIN CLEAN OUT
EX	-	EXISTING	SDMH	-	STORM DRAIN MANHOLE
FC	-	FACE OF CURB	SS	-	SANITARY SEWER
FG	-	FINISH GRADE	SSMH	-	SANITARY SEWER MANHOLE
FH	-	FIRE HYDRANT	S/W	-	SIDEWALK
FI	-	FIELD INLET	TC	-	TOP OF CURB
FL	-	FLOWLINE	TCD	-	THRU CURB DRAIN
G	-	GAS	TG	-	TOP OF GRATE
GB	-	GRADE BREAK	TI	-	TRAFFIC INDEX
GRD	-	GROUND	(TYP)	-	TYPICAL
HP	-	HIGH POINT	TWC	-	TOP OF HEDGE CURB
			W	-	WATER

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		SUBDIVISION BOUNDARY
		RIGHT OF WAY / LOT LINE
		CENTERLINE
		FACE OF CURB
		SANITARY SEWER & MANHOLE
		STORM DRAIN & INLET
		STORM MANHOLE
		WATER LINE & VALVES
		FIRE HYDRANT WITH VALVE
		BLOWOFF
		WATER SERVICE
		ELECTROLIER
		SIDEWALK
		GRADE SLOPE
		CURB RAMP
		THRU CURB DRAIN
		DRAINAGE MANAGEMENT AREA (DMA)

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C2 EXISTING CONDITIONS
C3 VESTING TENTATIVE MAP
C4 SITE DEVELOPMENT PLAN
C5 SECTIONS AND DETAILS
C5.1 SECTIONS AND DETAILS
C6 PRELIMINARY GRADING PLAN
C7 PRELIMINARY UTILITY PLAN
C8 TRASH EXHIBIT
C9 FIRE ACCESS EXHIBIT
C10 PARKING EXHIBIT
C11 VIEW CORRIDOR COMPLIANCE EXHIBIT
C12 OPEN SPACE REQUIREMENT EXHIBIT
C13 AFFORDABLE HOUSING EXHIBIT
C14 ACCESSIBLE HOUSING EXHIBIT

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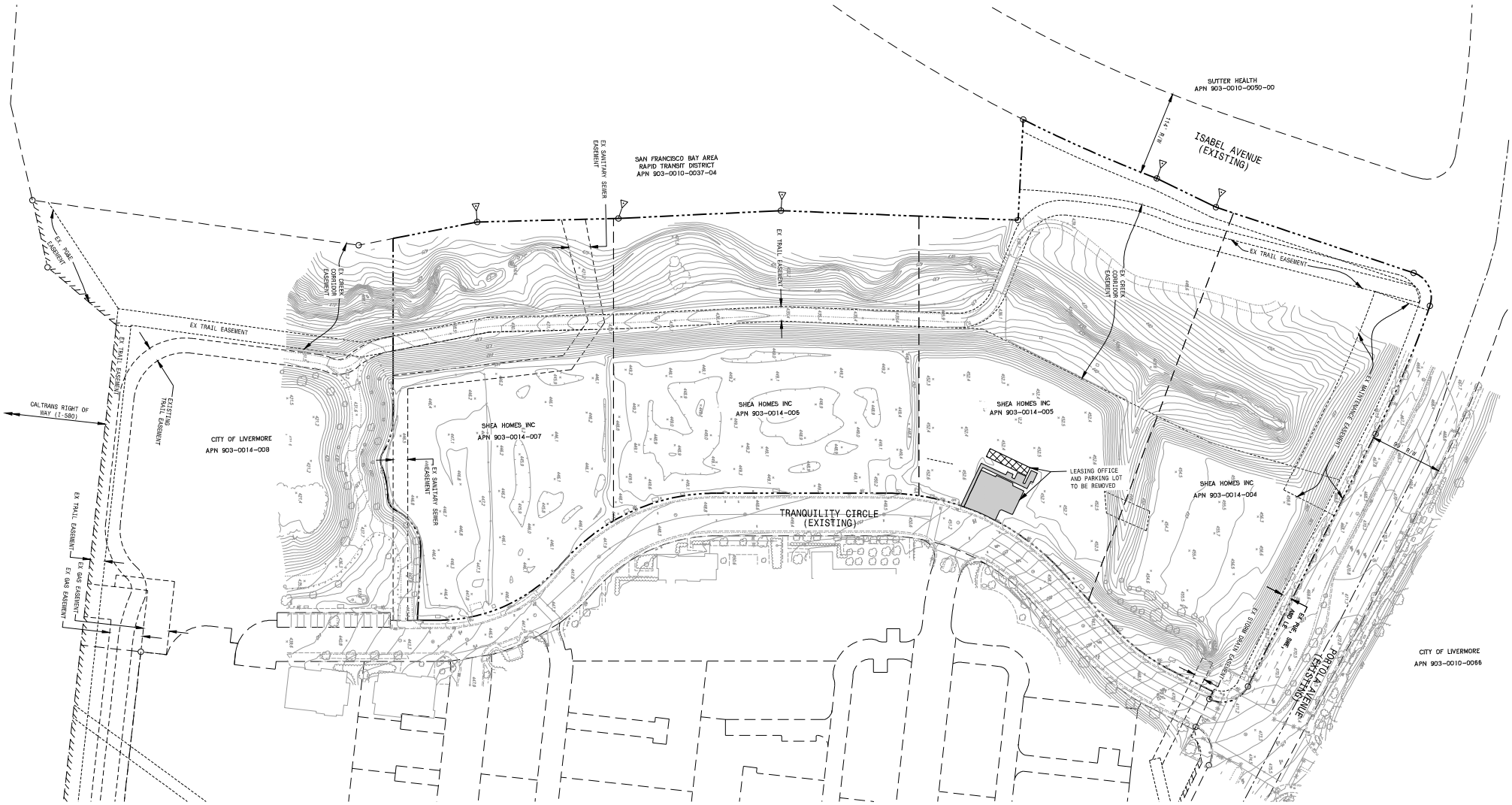
L-4 POCKET PARK ENLARGEMENT B
L-5 POCKET PARK ENLARGEMENT C
L-6 TYPICAL ENHANCED ALLEY ENLARGEMENT
L-7 ISABEL AVE/PORTOLA AVE IMPROVEMENTS
L-8 CONCEPTUAL WALL AND FENCE PLAN
L-9 CONCEPTUAL IRRIGATION PLAN
L-10 OVERALL CONCEPTUAL SITE LIGHTING PLAN
L-11 SITE LIGHTING SPECIFICATIONS
L-12 POCKET PARK FURNISHING BOARD
L-13 COLOR AND MATERIAL BOARD
L-14 PLANTING PALETTE
L-15 TYPICAL PLANTING ENLARGEMENTS
L-16 TYPICAL PLANTING ENLARGEMENTS
L-17 TYPICAL PLANTING ENLARGEMENTS
L-18 TYPICAL PLANTING ENLARGEMENTS
L-19 TYPICAL PLANTING ENLARGEMENTS

ARCHITECTURAL:
A-1.1 COVER PAGE
A-1.2 ARCHITECTURAL SITE PLAN
A-1.3 PROJECT DATA & CODE ANALYSIS
A-1.4 CALGREEN CHECKLIST
A-1.5 RENDERING I
A-1.6 RENDERING II
A-1.7 RENDERING III
A-1.8 BACK-TO-BACK ELEVATION
A-1.9 6-UNIT TANDEM TOWN ELEVATION
A-1.10 10-UNIT TANDEM TOWN ELEVATION
A-2.1 BACK-TO-BACK PERSPECTIVES
A-2.2 BACK-TO-BACK ELEVATIONS
A-2.3 BACK-TO-BACK DIMENSIONED ELEVATIONS
A-2.4 BACK-TO-BACK BUILDING PLANS
A-2.5 BACK-TO-BACK ROOF PLAN
A-2.6 BACK-TO-BACK LADDER PADS & SECTIONS
A-2.7 BACK-TO-BACK UNIT PLAN 1
A-2.8 BACK-TO-BACK UNIT PLAN 2
A-2.9 BACK-TO-BACK UNIT PLAN 3
A-3.1 6-UNIT TANDEM TOWNS PERSPECTIVES
A-3.2 6-UNIT TANDEM TOWNS ELEVATIONS
A-3.3 6-UNIT TANDEM TOWNS DIMENSIONED ELEVATIONS
A-3.4 6-UNIT TANDEM TOWNS BUILDING PLANS & ROOF PLAN
A-3.5 6-UNIT TANDEM TOWNS UNIT PLAN 1
A-3.6 6-UNIT TANDEM TOWNS UNIT PLAN 2
A-3.7 6-UNIT TANDEM TOWNS UNIT PLAN 3
A-3.8 6-UNIT TANDEM TOWNS LADDER PADS & SECTIONS
A-4.1 10-UNIT TANDEM TOWNS PERSPECTIVES
A-4.2 10-UNIT TANDEM TOWNS ELEVATIONS
A-4.3 10-UNIT TANDEM TOWNS ELEVATIONS
A-4.4 10-UNIT TANDEM TOWNS DIMENSIONED ELEVATIONS
A-4.5 10-UNIT TANDEM TOWNS FIRST & SECOND FLOOR BUILDING PLANS
A-4.6 10-UNIT TANDEM TOWNS THIRD FLOOR & ROOF DECK BUILDING PLANS
A-4.7 10-UNIT TANDEM TOWNS ROOF PLAN
A-4.8 10-UNIT TANDEM TOWNS UNIT PLAN 1
A-4.9 10-UNIT TANDEM TOWNS UNIT PLAN 2
A-4.10 10 UNIT TANDEM TOWNS UNIT PLAN 3
A-4.11 10-UNIT TANDEM TOWNS LADDER PADS & SECTIONS
A-5.1 COLOR SCHEMES
A-5.2 WINDOW TRIM & ROOF OVERHANG DETAILS



EXISTING CONDITIONS

EXISTING IMPERVIOUS AREA(SF)	
BUILDINGS	700
PAVEMENT	2700
TRAIL	29000

DEMOLITION NOTES:
1. CONTRACTOR TO CLEAR AND GRUB WITHIN LIMIT OF WORK.
2. THE CONTRACTOR IS TO NOTIFY THE CITY OF LIVERMORE, PG&E, TELEPHONE AND CABLE TELEVISION COMPANIES 72 HOURS PRIOR TO START THE DEMOLITION.

0 30 60 120
SCALE: 1"=60'

DEMOLITION LEGEND:
- PAVEMENT TO BE REMOVED
- BUILDING TO BE REMOVED
- PROPERTY LINE

SHEA - AURA
LIVERMORE, CA

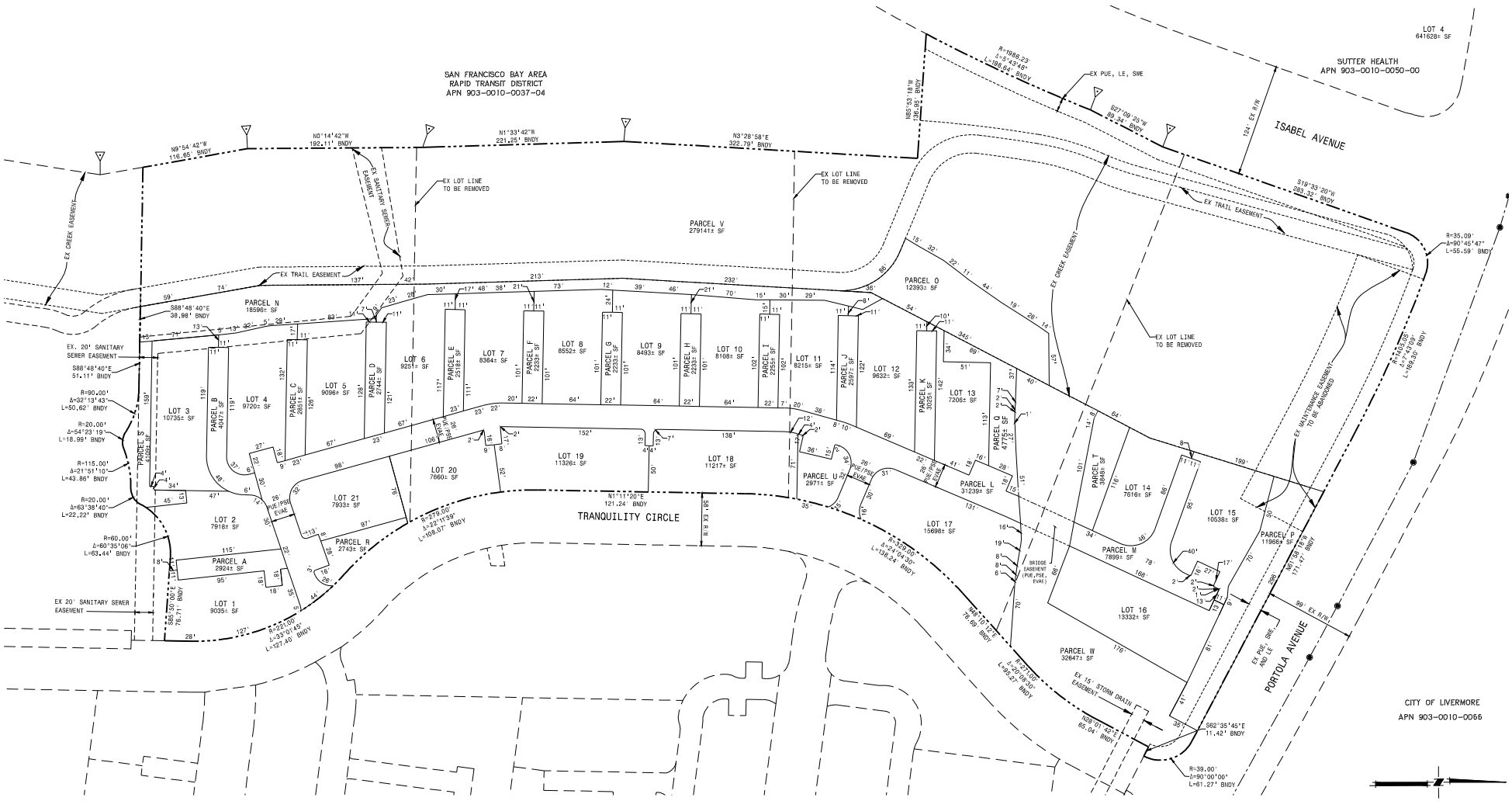
MACKAY & SOMPS ENGINEERS PLANNERS SURVEYORS

SHEA HOMES
M&S # 29011

VESTING TENTATIVE TRACT MAP NO. 8612
MAY 01, 2024

EXISTING CONDITIONS

C-2



NOTES:

1. IT IS THE INTENT OF THE DEVELOPER TO FILE AIRSPACE CONDOMINIUM PLANS FOR THE CONDOMINIUM UNITS ON PARCELS 1-21 AFTER THE FINAL MAP APPROVAL FOR UP TO 164 CONDOMINIUM UNITS.
2. PARCELS A,B,C,D,E,F,G,H,I,J,K, L AND M ARE PROPOSED TO BE PRIVATE ALLEYS AND STREETS OWNED AND MAINTAINED BY THE HOA. THESE PARCELS SHALL ALSO INCLUDE SHARED EASEMENT RIGHTS FOR INGRESS/EGRESS AND UTILITIES. UTILITIES LOCATED WITHIN THESE PARCELS ARE INTENDED TO BE PUBLIC. PUBLIC UTILITY EASEMENTS WILL BE PLACED OVER SAID PARCELS.
3. PARCELS N,O,P,Q,R,S, T AND U ARE PROPOSED TO BE COMMON LANDSCAPE AREA OWNED AND MAINTAINED BY THE HOA. THEY SHALL INCLUDE BLANKET STORM DRAIN EASEMENTS.
4. PARCELS V AND W ARE PROPOSED TO BE DEDICATED IN FEE TO THE CITY OF LIVERMORE.
5. SITE IS SUBJECT TO EXISTING AVIGATION EASEMENT PER DOCUMENT NUMBER 2003006164.
6. THE SITE IS PART OF CFD 2016-1 AND 2016-2.

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LIVERMORE, CA

MACKAY & SOMPS ENGINEERS PLANNERS SURVEYORS

SHEA HOMES
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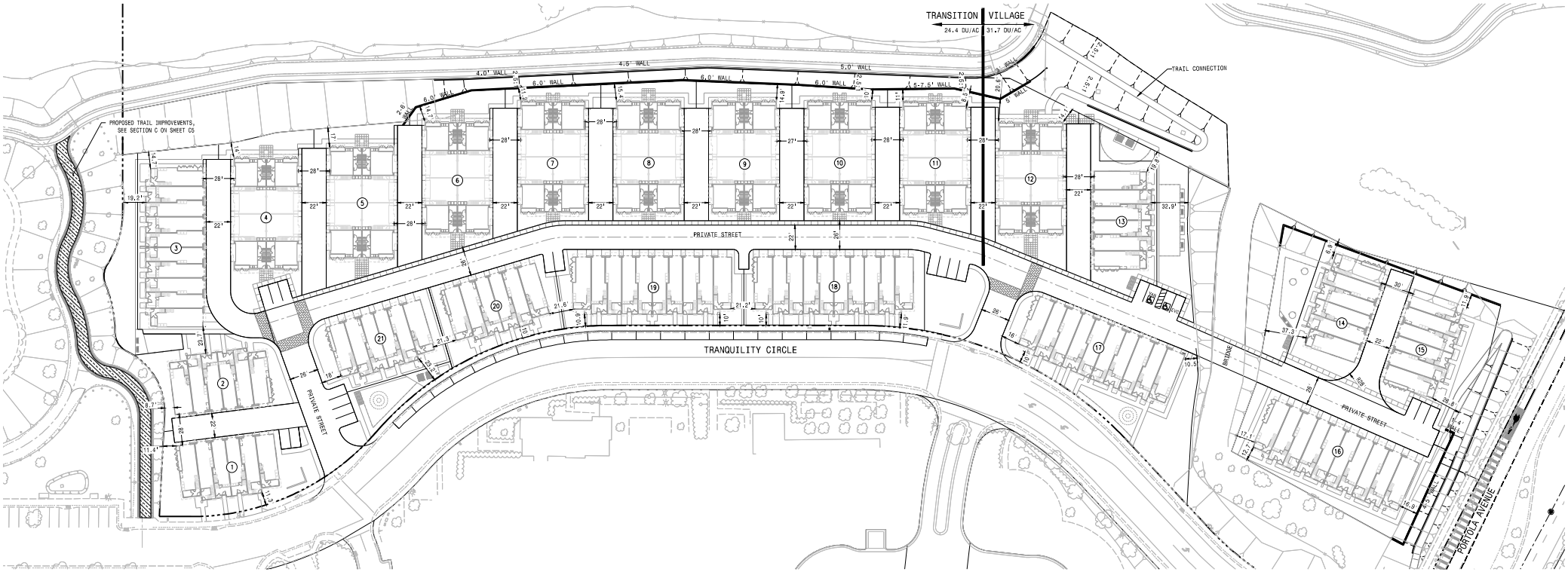
VESTING TENTATIVE TRACT MAP NO. 8612
MAY 01, 2024

TENTATIVE MAP

C-3

ATTACHMENT 4



INSP Standards Compliance - Transition/Village				
Standard	**INSP Standard**		**Proposed Development**	**Compliance?**
Site Area	N/A		14.73 AC total 6.25 AC Developable	Yes
Unit Count	Min 163 units, Target 201 units, Max 260 units		164	Yes
Density (see note 1)	Transition: 4.8 acres - 117 units	19-25 DU/AC	24.4 DU/AC	Yes
	Village: 1.45 acres - 46 units	25-40 DU/AC	31.7 DU/AC	
Zoning	Isabel Neighborhood Specific Plan		Isabel Neighborhood Specific Plan	Yes
Parking	2 Bedroom	1.5-2 spaces/unit	2 spaces/unit (1 space EV ready)	
	3+ Bedrooms	2-2.5 spaces/unit	2 spaces/unit (1 space EV ready)	
	Visitor Parking	0.125-0.25 spaces/unit	23 spaces= 0.14 spaces per unit	
Common Areas	75 sq. ft. per unit. Up to 10% may be provided thru indoor space. (See P-LU-17)(common areas must have a min. dimension in any direction of 10 ft. to count toward requirement. Common areas may be located within required setbacks provided that these areas are appropriately designed to be used as common open space.)		17,917 sq. ft. 109.25 sq. ft. per unit	Yes
Open Space (Private)	75 sq. ft./unit (min dimensions of 8 ft. width and 6 ft. depth)		All units are equal to or greater than 79 sq. ft; see architectural plan sheet A-1.1	Yes
Bicycle Parking	One covered stall per unit.		within garage of each unit - 2' x 6' box, see arch floor plans for location.	Yes
Setbacks				
Front Setbacks facing Major Streets	N/A		N/A	N/A
Setback facing all other Streets	Min. 10 ft. (TRANQUILITY CIRCLE ONLY)		10 ft (Average)	Yes
Interior Setback (Side/Rear) TO P/L	5' for 1st & 2nd story, 10 for 3rd		N/A	Yes
	Min. 10 ft. separation between primary windows (living, dining, bedrooms) of residential units.		N/A	Yes
Building Separation	Porches facing each other must be separated by min. 15 ft. along paseos.		15 ft	Yes
	Min. 20 ft. paved width for alleys.		22 ft	Yes
Garage Separation	Min. 28 ft. measured garage face to garage face along alleys.		29 ft	Yes
Maximum Building Height	Refer to scenic corridor requirements.		See scenic corridor exh bit sheet C1.1.	No
Notes				
1. Area used for density removes channel and perimeter slopes from the site.				

0 20 40 80
SCALE: 1"=40'

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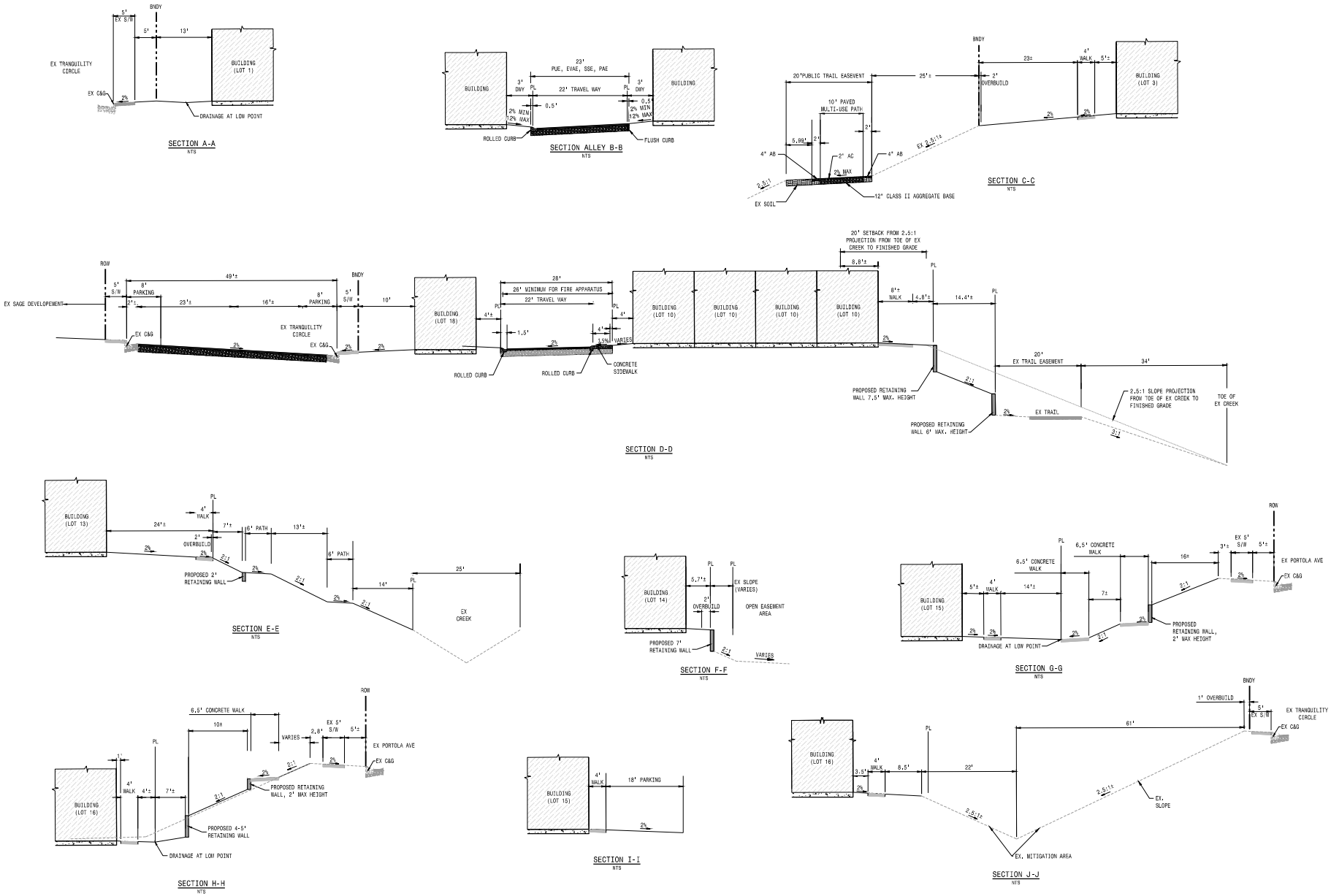
SITE DEVELOPMENT PLAN

C-4



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LIVERMORE, CA

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SHEA HOMES
M&S # 29011

VESTING TENTATIVE TRACT MAP NO. 8612
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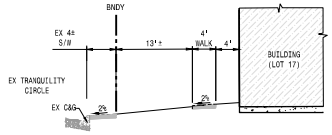
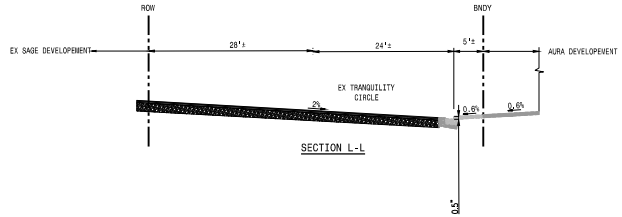
SECTIONAL DETAILS

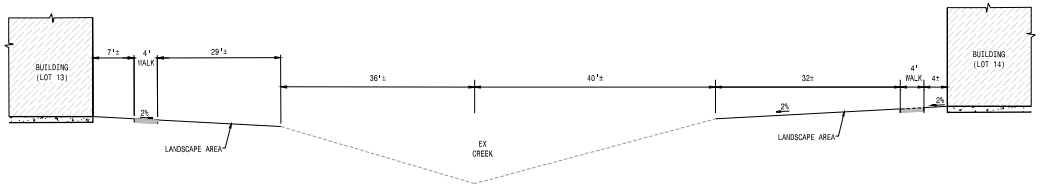
C-5



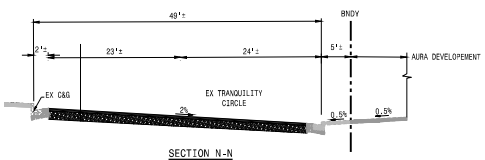
SECTION K-K
NTS



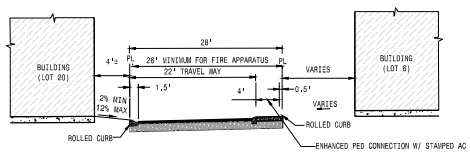
SECTION L-L



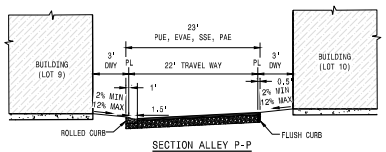
SECTION M-M
NTS



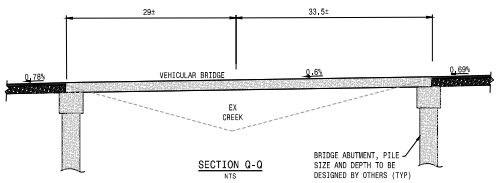
SECTION N-N
NTS



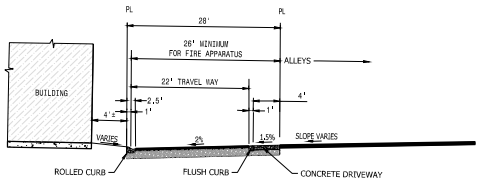
SECTION MAIN STREET O-O
NTS



SECTION ALLEY P-P
NTS



SECTION Q-Q
NTS



SECTION MAIN STREET R-R
NTS

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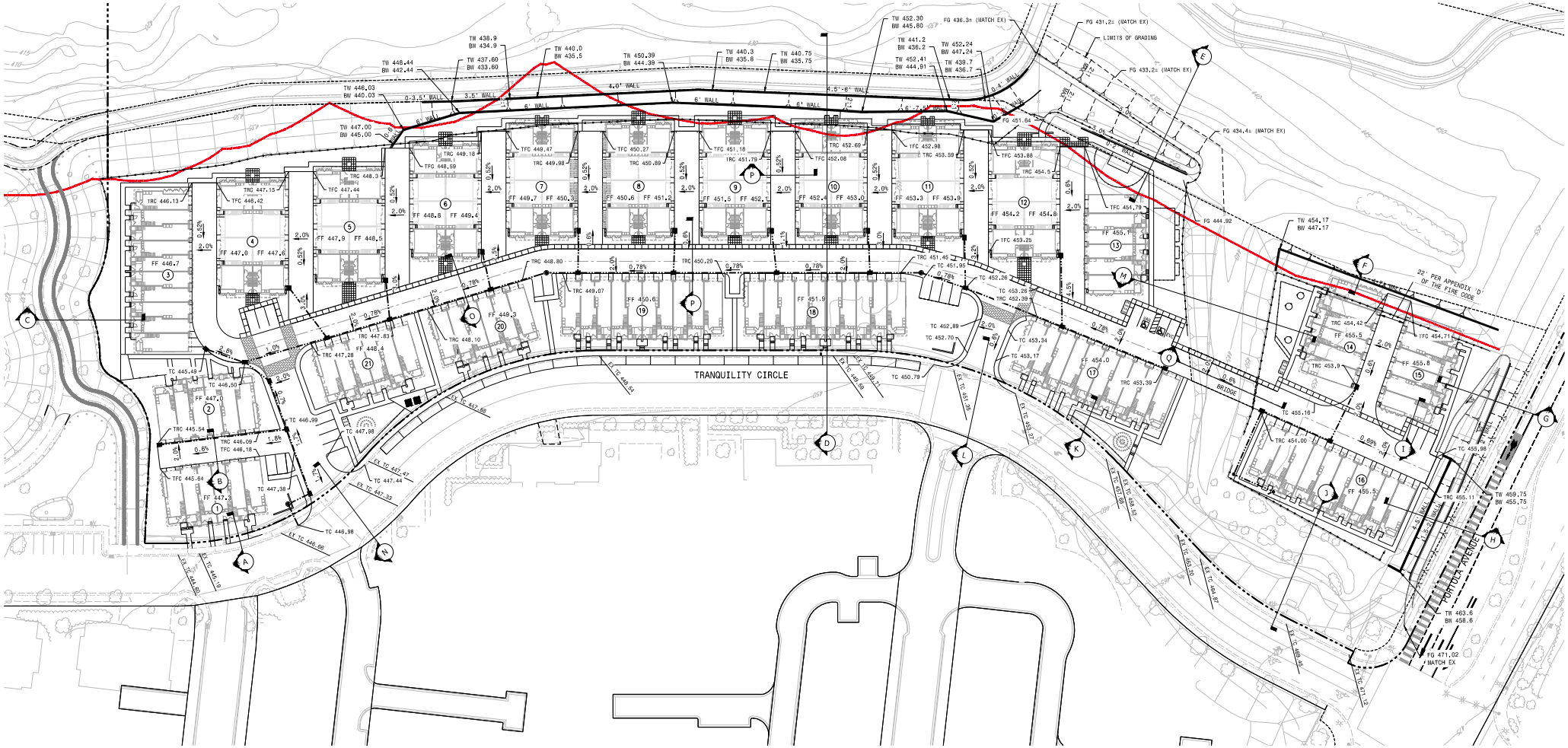
SECTIONAL DETAILS

C-5.1



LEGEND

2.5:1 + 20' FROM TOE OF NATURAL CHANNELS SETBACK

NOTES:

1. ALL EXISTING BUILDINGS, PAVING, TREES AND STRUCTURES TO BE REMOVED. SEE EXISTING CONDITIONS SHEET C2.
2. RETAINING WALLS & ASSOCIATED GRADING SHOWN FOR GENERAL INFORMATION ONLY AND WILL BE ADJUSTED AT FINAL DESIGN TO MEET OVERALL GRADING INTENT. ALL FINAL DESIGNS SHALL CONFORM TO CITY STANDARDS.
3. SITE DEMOLITION & REMOVAL SHALL BE DIRECTED BY THE DEVELOPER & SOILS ENGINEER IN CONFORMANCE WITH THE APPROVED DEMOLITION PLANS.
4. SEE SHEET C5 FOR SECTIONS AND DETAILS, SEE SHEET C7 FOR UTILITY LAYOUT AND GRADES

0 20 40 80
SCALE: 1"=40'

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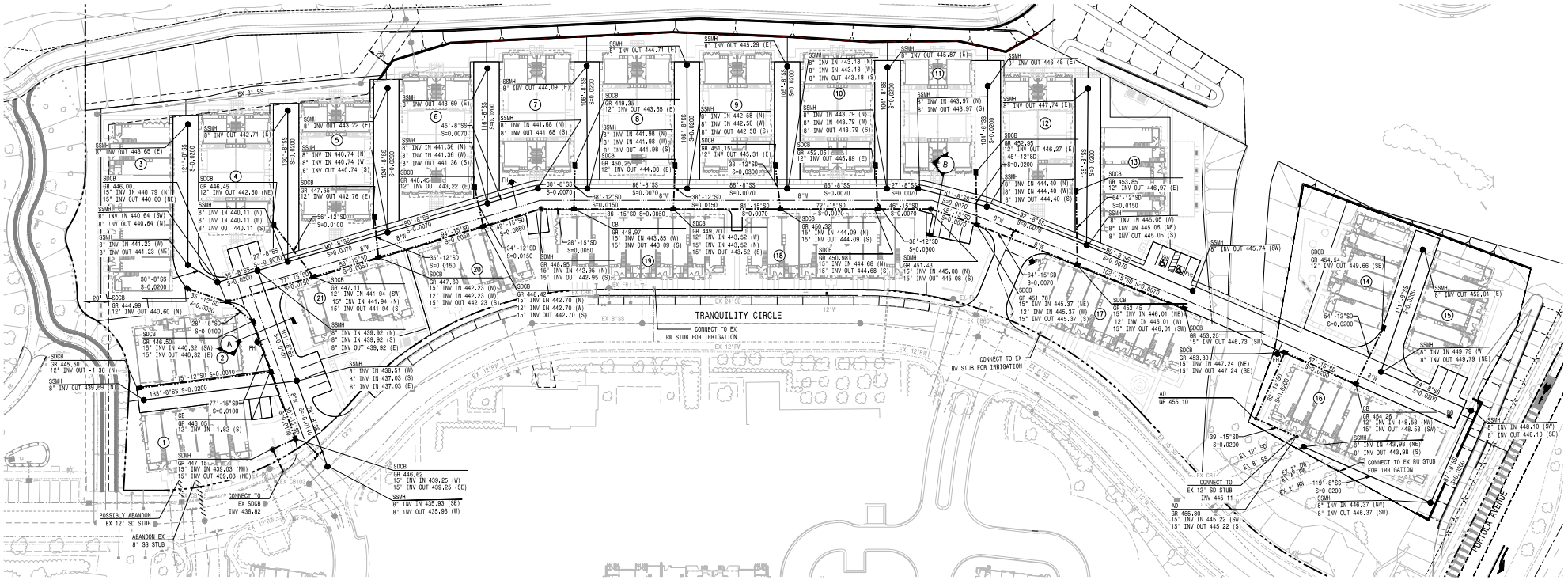
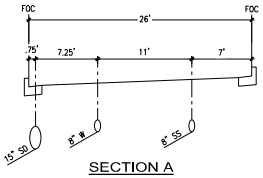
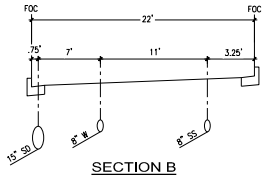
PRELIMINARY GRADING

C-6

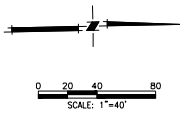




SECTION A



SECTION B



NOTES:

1. ALL STORM DRAIN INLETS WILL BE FURNISHED WITH A FULL TRASH CAPTURE DEVICE FROM THE SAN FRANCISCO REGIONAL WATER QUALITY CONTROL BOARD'S APPROVED LIST.

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VESTING TENTATIVE TRACT MAP NO. 8612
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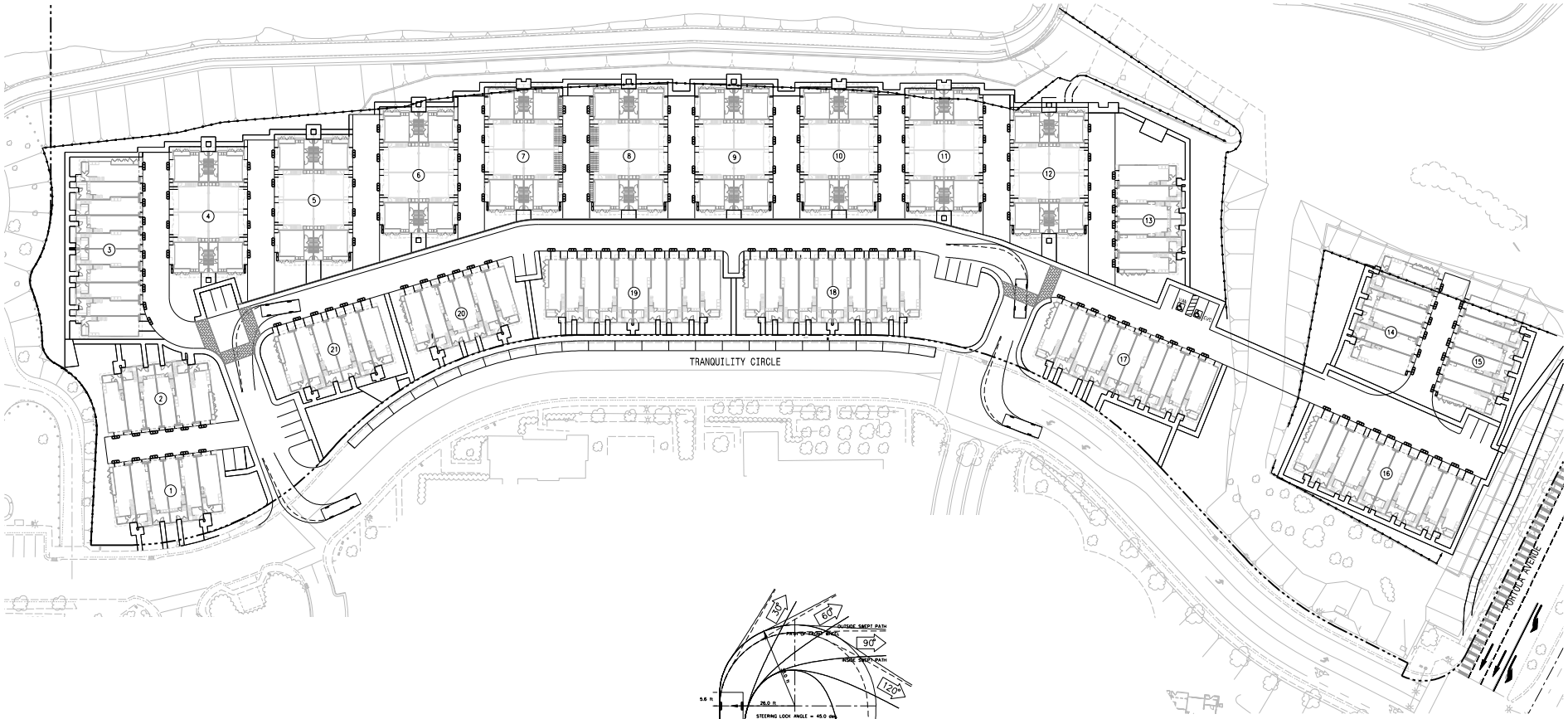
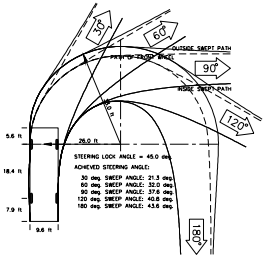
UTILITY PLAN

C-7

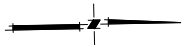




900's Frontloader
Garbage Truck
(ft)
(c) 2024 Transoft Solutions, Inc. All rights reserved

900's Frontloader feet

Width	: 9.60
Track	: 9.60
Lock to Lock Time	: 6.0
Steering Angle	: 45.0



0 30 60 120
SCALE: 1"=60'

GENERAL NOTES:
GARBAGE/RECYCLING COLLECTION

1. EACH TOWNHOME UNIT (164 UNITS) WILL HAVE ONE GARBAGE CONTAINER, ONE ORGANICS CONTAINER, AND ONE RECYCLING CONTAINER.
2. GARBAGE, ORGANICS, AND RECYCLING CONTAINERS ARE ASSUMED TO BE 2'x2' MAX IN PLAN DIMENSION. (MANY CANS ARE SMALLER).
3. IT IS ASSUMED THAT TOWNHOME GARBAGE, ORGANICS, & RECYCLING ARE COLLECTED ON THE SAME DAY, ONE TIME PER WEEK.
4. PER EMAIL FROM LIVERMORE SANITATION ON 7/21/21, TOWNHOME CARTS CAN BE STAGED AND COLLECTED ALONG ALLEYS.

LEGEND

☐ DENOTES 2'X2' GARBAGE/RECYCLING CONTAINERS REQUIRED ALONG CURB FOR NEARBY UNITS (3 CONTAINERS PER UNIT)

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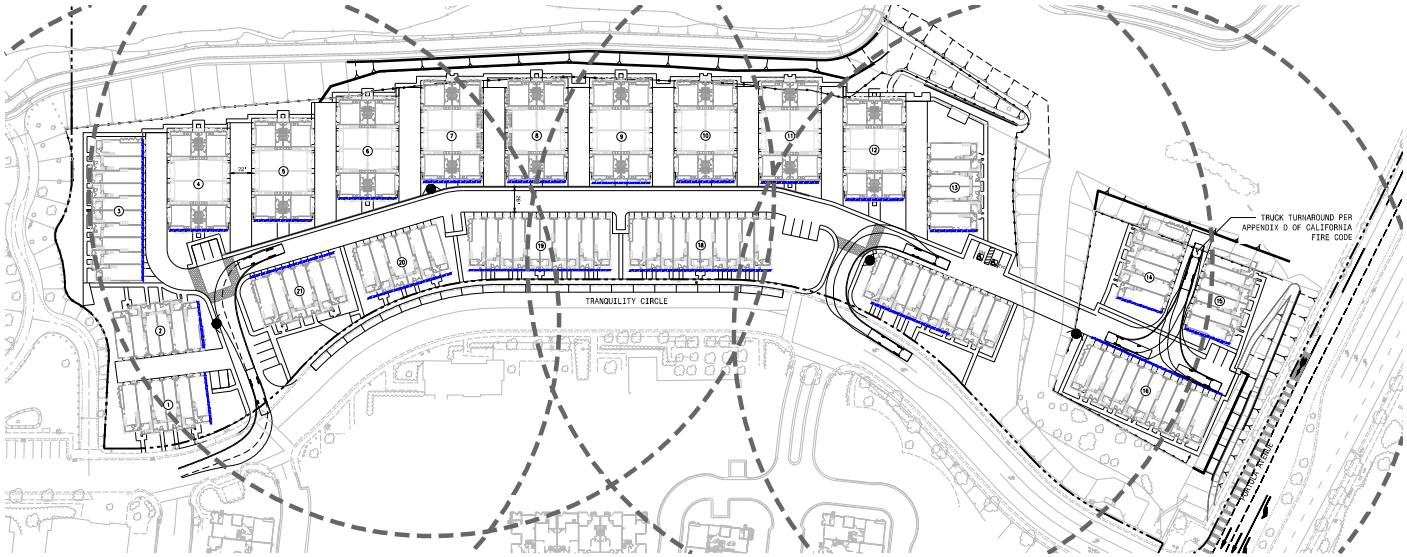
TRASH EXHIBIT

C-8

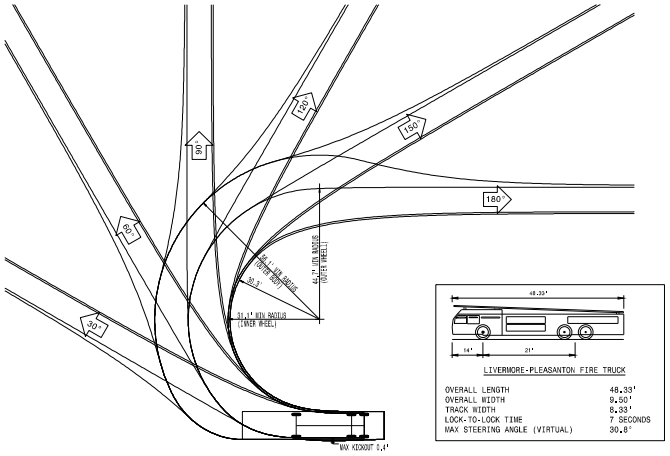


LIVERMORE-PLEASANTON FIRE DEPARTMENT NOTES:

1) THE FIRE PROTECTION BUREAU REVIEWS THE CIVIL / BUILDING DRAWINGS FOR CONCEPTUAL ON-SITE FIRE MAINS AND FIRE LOCATIONS ONLY. PLAN CHECK 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 PROTECTION BUREAU FOR APPROVAL.
   - BACKFLOW PREVENTION OR CONNECTION TO PUBLIC WATER MAINS.
2) UNDERGROUND FIRE MAINS, FIRE HYDRANTS AND CONTROL VALVES SHALL BE INSTALLED IN CONFORMANCE WITH THE MOST RECENTLY ADOPTED EDITION OF THE NFPA PAMPHLET 24, 'OUTSIDE PROTECTION'.
   - FIRE FLOW AND DURATION SHALL BE PROVIDED IN ACCORDANCE WITH 2010 CFC APPENDIX B
   - THE UNDERGROUND PIPELINE CONTRACTOR SHALL SUBMIT A MINIMUM OF THREE (3) SETS OF INSTALLATION DRAWINGS TO THE BUILDING DEPT, TO BE REVIEWED BY THE FIRE PROTECTION BUREAU. THE PLANS SHALL HAVE THE CONTRACTOR'S WET STAMP INDICATING THE CALIFORNIA CONTRACTOR'S LICENSE TYPE, LICENSE NUMBER, AND MUST BE SIGNED. NO UNDERGROUND PIPELINE INSPECTIONS WILL BE CONDUCTED PRIOR TO ISSUANCE OF APPROVED PLANS.
   - ALL UNDERGROUND FIRE PROTECTION WORK SHALL REQUIRE A CALIFORNIA CONTRACTOR'S LICENSE TYPE AS FOLLOWS: C-16, C-34, AND C-36 OR A.
3) EMERGENCY VEHICLE ACCESS ROADS:
   - SHALL BE A MINIMUM OF 20 FEET IN WIDTH. A CLEAR HEIGHT FREE OF OBSTRUCTION (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 THE BUILDING MUST BE WITHIN 200 FEET OF AN ACCESS ROAD, YARD AND PARKING AREAS MAY BE ABLE TO BE LOCATED FURTHER THANN 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 DEPT. SIGNS SHALL BE ACCORDING TO STATE STANDARDS AND READ 'NO PARKING - FIRE LANE' AND MUST BE SHOWN ON THE PLANS.
4) FIRE DEPARTMENT AERIAL APARATUS:
   - BUILDINGS OR PORTIONS OF BUILDINGS OR FACILITIES EXCEEDING 30 FEET IN HEIGHT ABOVE THE LOWEST LEVEL OF FIRE DEPT VEHICLE ACCESS SHALL BE PROVIDED WITH APPROVED FIRE APPARATUS ACCESS ROADS CAPABLE OF ACCOMODATING FIRE DEPARTMENT AERIAL APPARATUS. FIRE APPARATUS ACCESS ROADS SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF 26 FEET IN THE IMMEDIATE VICINITY OF ANY BUILDING MORE THAN 30 FEET IN HEIGHT. AT LEAST ONE OF THE REQUIRED ACCESS ROUTES MEETING THIS CONDITION SHALL BE LOCATED WITHIN A MINIMUM 15 FEET AND A MAXIMUM 30 FEET FROM THE BUILDING, AND SHALL BE POSITIONED PARALLEL TO ONE ENTIRE SIDE OF THE BUILDING.
   - THE FOLLOWING SCHEDULE FOR NO PARKING SIGNS SHALL APPLY FOR AERIAL APPRATUS ROUTES:

WIDTH	REQUIREMENTS
36 FT +	NO REQUIREMENTS
28 FT - 36 FT	POST ONE SIDE
20 FT - 28 FT	POST BOTH SIDES
20 FT -	NOT PERMITTED

5) FIRE HYDRANT SPACING SHOWN IS 350' OR LESS.



TURNING TEMPLATE
NTS

NOTE:
TURNING RADIUS TEMPLATE SHOWN ON THIS EXHIBIT IS PER CITY OF LIVERMORE TEMPLATE RECEIVED ON 6/21/04, CREATED PER LIVERMORE-PLEASANTON FIRE DEPARTMENT 48-FT TRUCK SPECIFICATION (MIN. CENTERLINE TURNING RADIUS - 30.0 FT)

LEGEND:

ACCESSIBLE EDGE OF BUILDING

FIRE HYDRANT

350' RADIUS AROUND FIRE HYDRANT

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M&S # 29011

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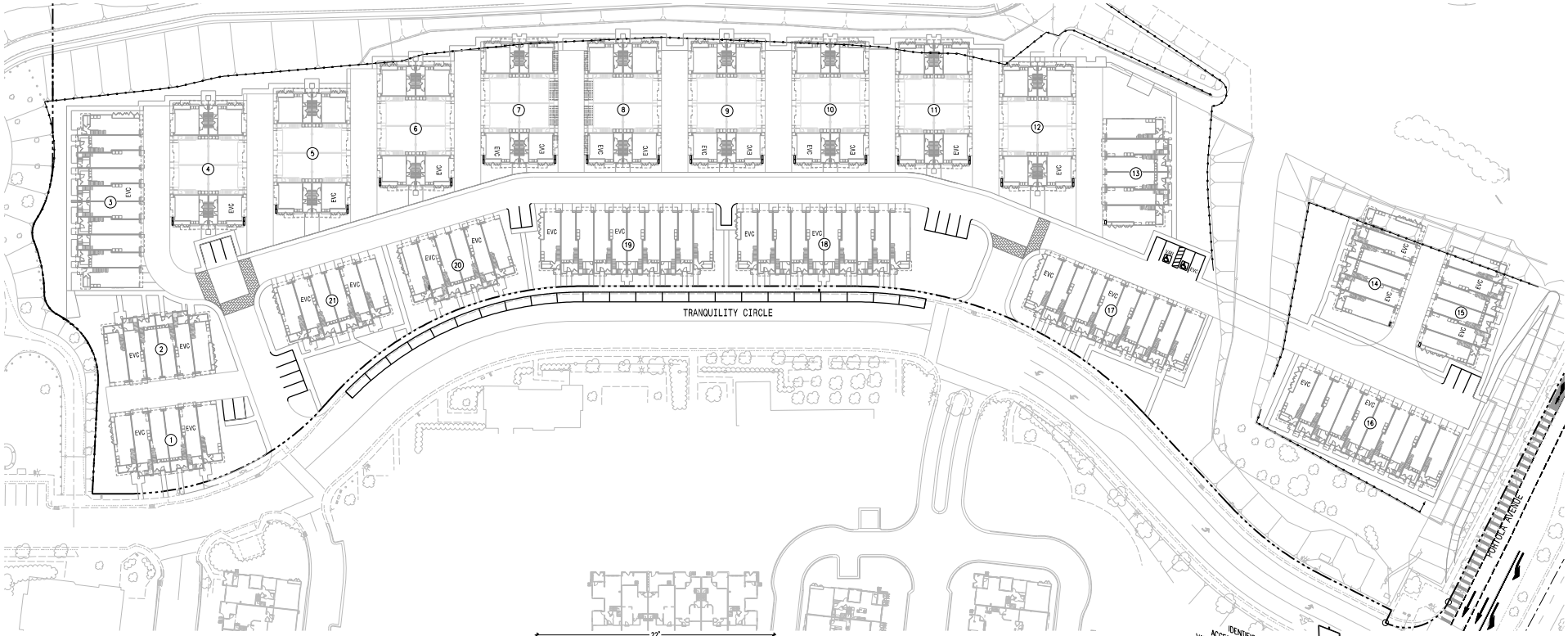
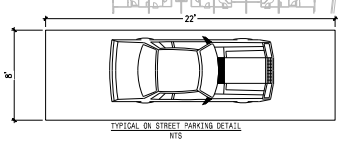
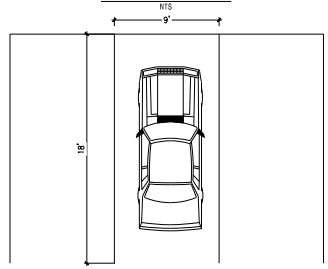
FIRE ACCESS

C-9

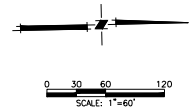




TYPICAL ON STREET PARKING DETAIL
NTS

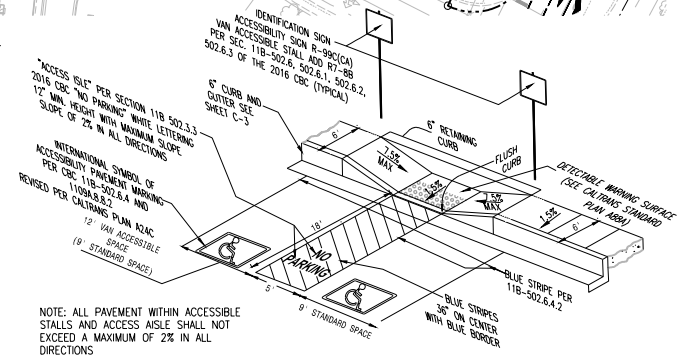


TYPICAL OFF STREET PARKING STALL
NTS



PARKING SUMMARY	
GARAGE	328
PRIVATE - IN TRACT	20
PRIVATE - ACCESSIBLE	1
PRIVATE - VAN ACCESSIBLE	1
PRIVATE - EV READY [2]	129
PRIVATE - EV CAPABLE [1]	36
PRIVATE - EV INSTALLED [3]	0
SUBTOTAL - GUEST STALLS	23 (0.14/UNIT)
TOTAL	351 (2.14/UNIT)
EXISTING PUBLIC PARKING-TRANQUILITY CIRCLE	24
BICYCLE PARKING [4]	164

NOTES:
1. EV CAPABLE STALLS SHALL HAVE A RACEWAY INSTALLED AND ELECTRICAL CAPACITY AT THE ELECTRICAL PANEL.
2. TOWNHOME GARAGES TO HAVE 40 AMP CIRCUIT INSTALLED FOR FUTURE CHARGING PURPOSES TO COMPLY WITH CAL GREEN REQUIREMENT.
3. ELECTRICAL VEHICLE CHARGING STATIONS ARE NOT REQUIRED TO BE INSTALLED.
4. TOWNHOME GARAGES TO EACH INCLUDE ONE BIKE PARKING STALL.
5. EV CAPABLE PARKING STALL LOCATIONS MAY CHANGE DURING BUILDING PERMIT DESIGN.



NOTE: ALL PAVEMENT WITHIN ACCESSIBLE STALLS AND ACCESS AISLE SHALL NOT EXCEED A MAXIMUM OF 2% IN ALL DIRECTIONS

LEGEND:

EVC — EV CAPABLE PARKING (SEE NOTE 5)

ACCESSIBLE PARKING STALLS AND CURB
SCALE: N.T.S.

SHEA - AURA
LIVERMORE, CA

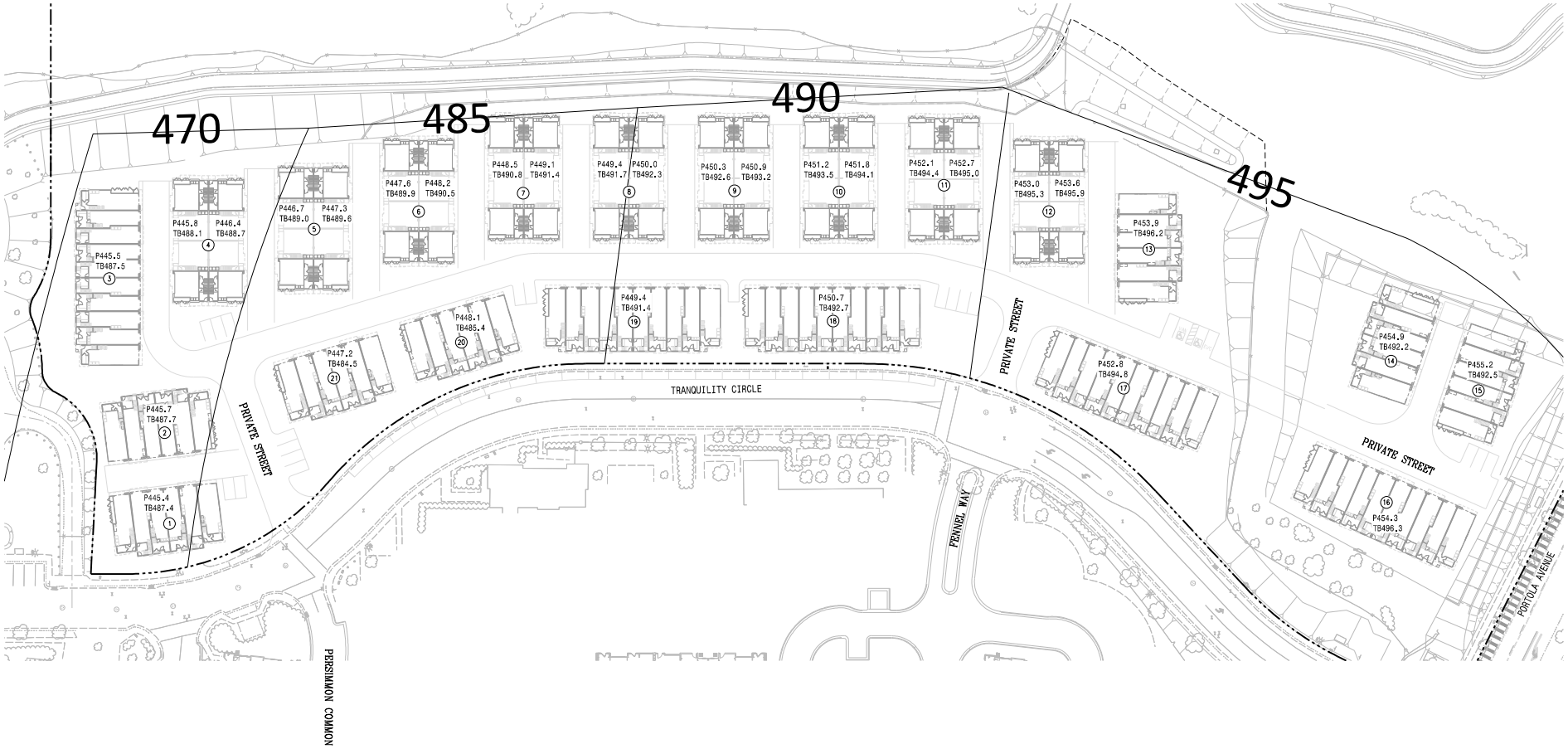
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

SHEA HOMES
M&S # 29011

VESTING TENTATIVE TRACT MAP NO. 8612
MAY 01, 2024

PARKING EXHIBIT

C-10



LEGEND:

—XXX— SCENIC CORRIDOR MAXIMUM BUILDING ELEVATION PER FIGURE 2-4 OF SPECIFIC PLAN

TB TOP OF BUILDING ELEVATION

P PAD ELEVATION

0 20 40 80

SCALE: 1"=40'

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LIVERMORE, CA

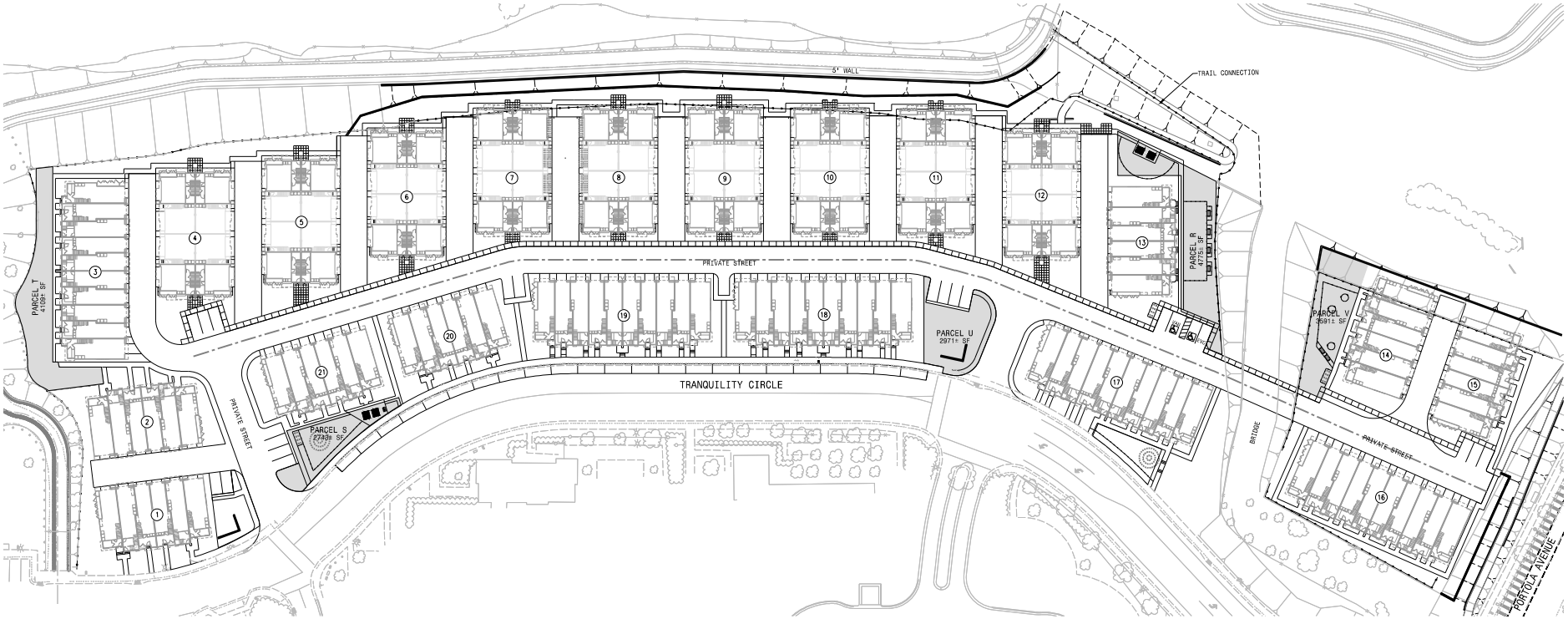
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

SHEA HOMES
M&S # 29011

VESTING TENTATIVE TRACT MAP NO. 8612
MAY 01, 2024

CORRIDOR COMPLIANCE EXHIBIT

C-11



LEGEND:

COMMON OPEN SPACE

OPEN SPACE REQUIREMENTS		
STANDARD	**INSP STANDARD**	**PROPOSED DEVELOPMENT - TOWNHOMES**
COMMON AREAS (SEE NOTE 1)	75 SQ. FT./UNIT	110.90 SQ. FT./UNIT PROVIDED 18,189 SQ. FT TOTAL
PRIVATE OPEN SPACE (SEE NOTE 2)	75 SQ. FT/UNIT	ALL UNITS EQUAL TO OR GREATER THAN 79 SQ. FT, SEE ARCHITECTURAL PLANS SHEET A-1.3.
NOTES		
NOTE 1	UP TO 10% OF COMMON AREA REQUIREMENT MAY BE PROVIDED THRU INDOOR SPACE. (SEE P-LU-17)(COMMON AREAS MUST HAVE A MIN. DIMENSION IN ANY DIRECTION OF 10 FT. TO COUNT TOWARD REQUIREMENT. COMMON AREAS MAY BE LOCATED WITHIN REQUIRED SETBACKS PROVIDED THAT THESE AREAS ARE APPROPRIATELY DESIGNED TO BE USED AS COMMON OPEN SPACE.)	
NOTE 2	PRIVATE OPEN SPACE REQUIRES MIN. DIMENSIONS OF 8 FT. WIDTH AND 6 FT. DEPTH.	
NOTE 3	REFER TO SHEETS A2.6 THROUGH A2.8, A3.4 THROUGH A3.7, AND A4.7 THROUGH A4.10 FOR LOCATIONS AND DIMENSIONS OF PRIVATE OPEN SPACE.	

0 20 40 80
SCALE: 1"=40'

SHEA - AURA
LIVERMORE, CA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

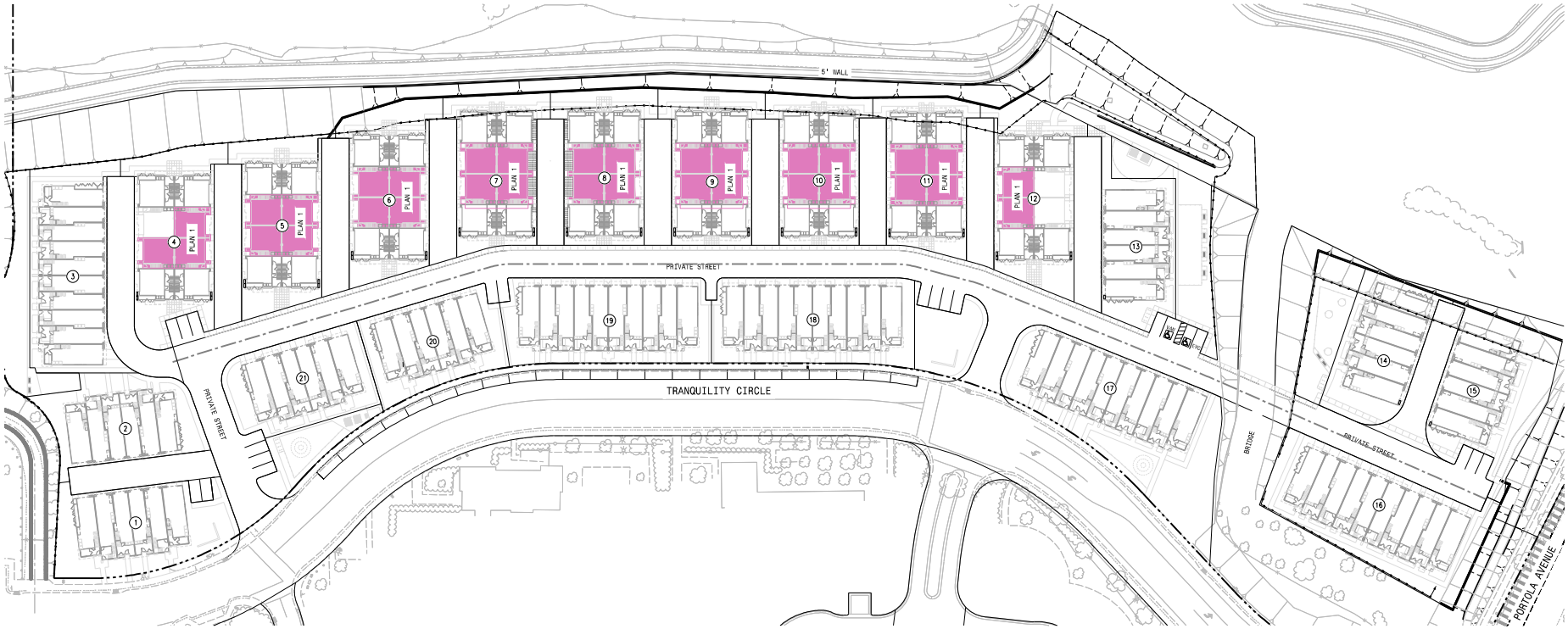
SHEA HOMES
M&S # 29011

VESTING TENTATIVE TRACT MAP NO. 8612
MAY 01, 2024

OPEN SPACE REQUIREMENT EXHIBIT

C-12

ATTACHMENT 4



LEGEND:

BELOW MARKET RATE UNIT

AFFORDABLE UNIT SUMMARY	
TOWNHOMES	
MEDIAN	9
MODERATE	24
TOTAL	33

NOTE: DEVELOPER MAY ELECT TO PETITION THE CITY FOR SATISFYING THE AFFORDABLE HOUSING REQUIREMENT BY CONSTRUCTING, OR MAKING PROVISIONS TO CONSTRUCT, RESERVED HOUSING UNITS ON A SITE OTHER THAN THE PRIMARY PROJECT SITE, PER SECTION 10.08.080-4B OF THE LIVERMORE DEVELOPMENT CODE.

0 20 40 80
SCALE: 1"=40'

SHEA - AURA
LIVERMORE, CA

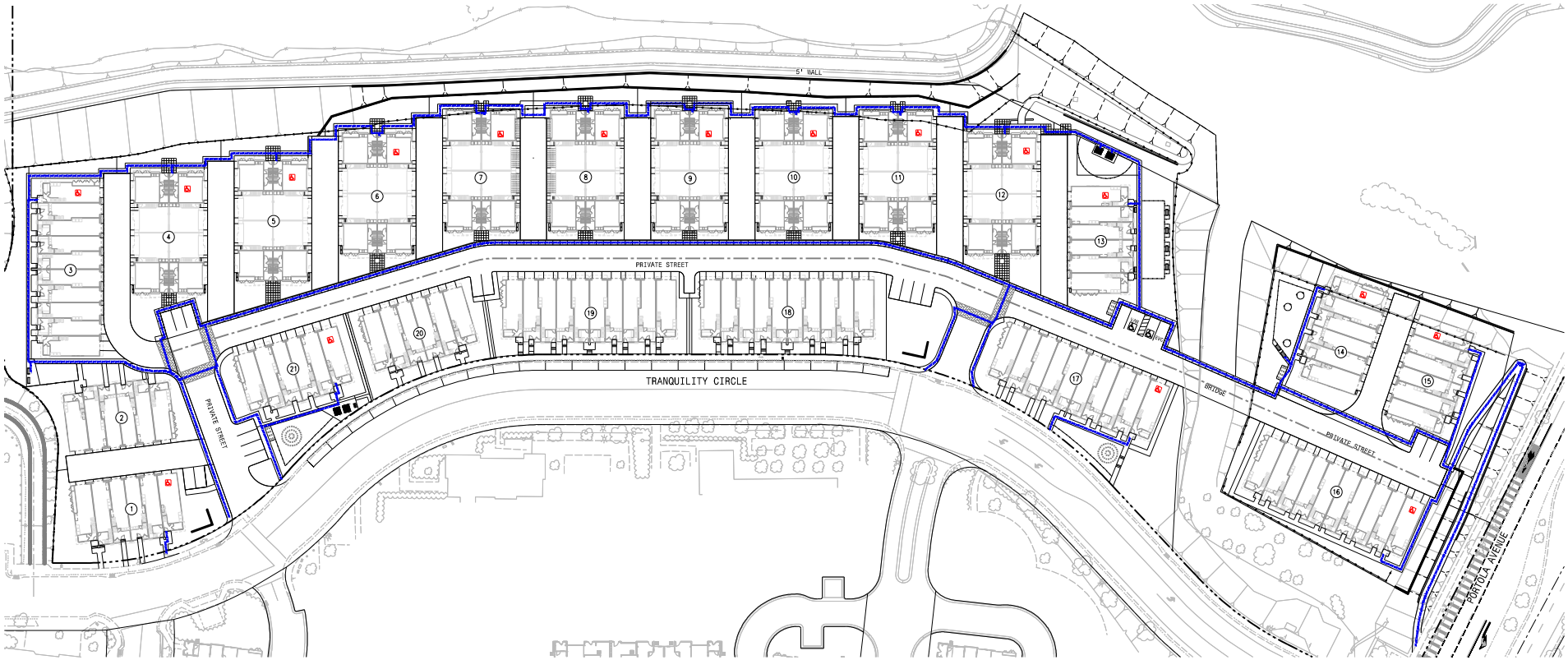
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

SHEA HOMES
M&S # 29011

VESTING TENTATIVE TRACT MAP NO. 8612
MAY 01, 2024

AFFORDABLE HOUSING EXHIBIT

C-13



LEGEND:

ACCESSIBLE UNIT

ACCESSIBLE PATH OF TRAVEL

ACCESSIBLE UNIT SUMMARY	
TOWNHOMES	17

0 20 40 80
SCALE: 1"=40'

SHEA - AURA
LIVERMORE, CA

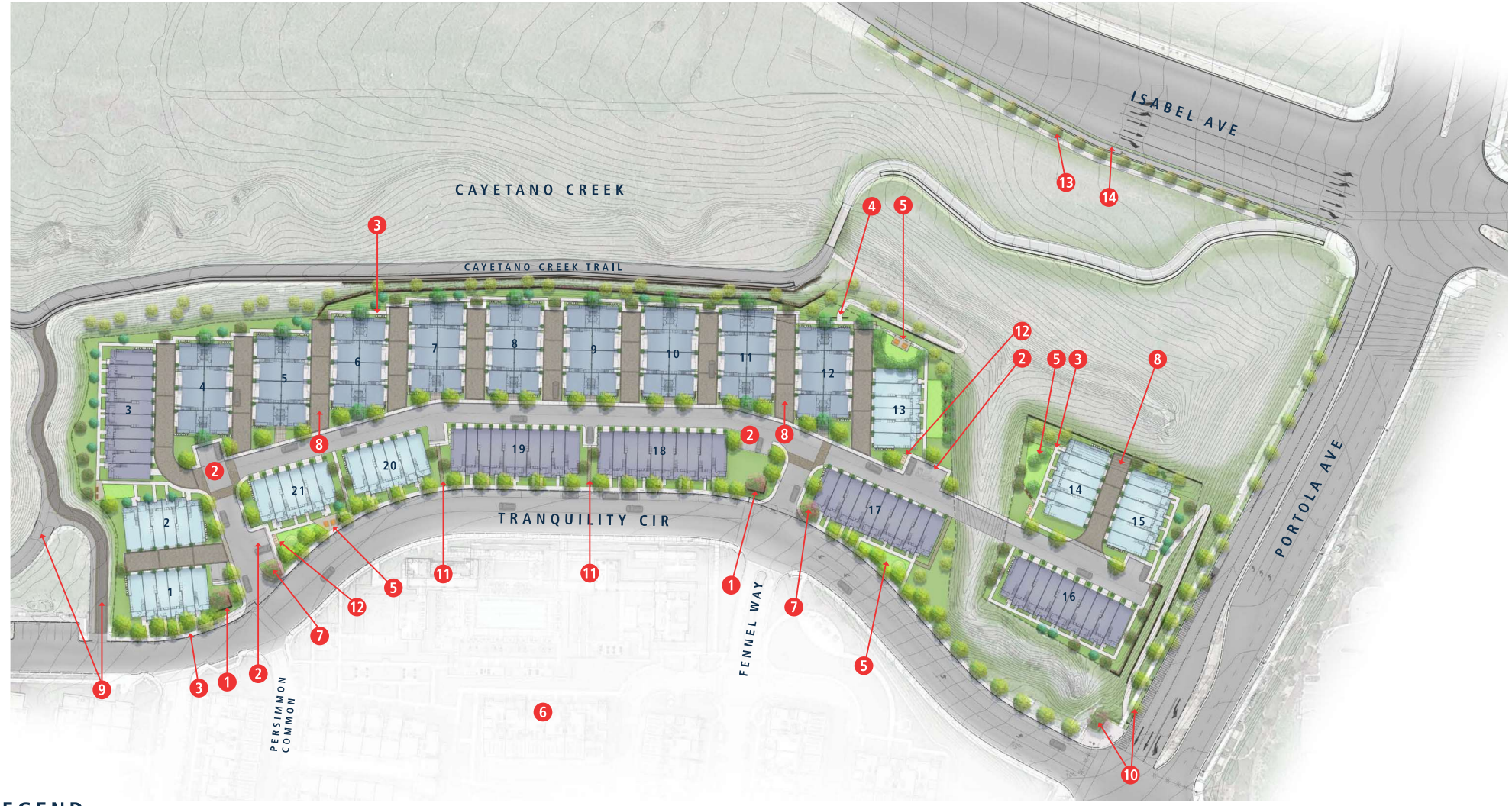
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

SHEA HOMES
M&S # 29011

VESTING TENTATIVE TRACT MAP NO. 8612
MAY 01, 2024

ACCESSIBLE HOUSING EXHIBIT

C-14



LEGEND

1. Project Entry with Specimen Tree and ID
2. Parking Area
3. Concrete Sidewalk
4. Connection Point to Existing Trail
5. Pocket Parks
6. Existing Sage Community
7. Potential Art Locations - Defer to Arts Commission for final approval of art pieces
8. Enhanced Vehicular Paving
9. Trail Connection with relocated Maintenance Access Gate
10. Existing Street Trees to remain and be protected in place
11. Turf Block Path
12. Bike Rack Parking
13. Street Trees (LIttleleaf Linden) in Parkway Strip
14. 3' Wide Raised Buffer

SHEA - AURA
LIVERMORE, CA

Shea HOMES Live the difference.

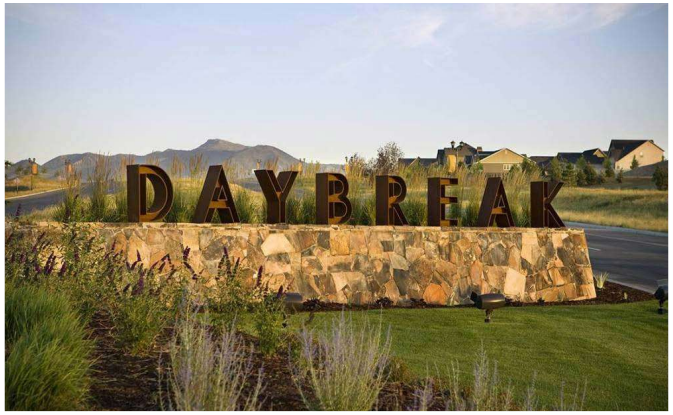
C2 Collaborative

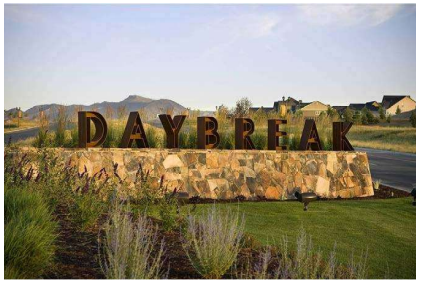
VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

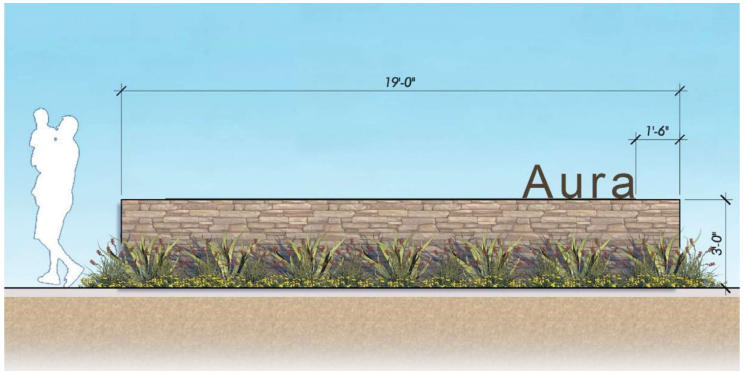
0 25' 50' 100'
Scale: 1" = 50'-0"

CONCEPTUAL SITE PLAN

L - 1

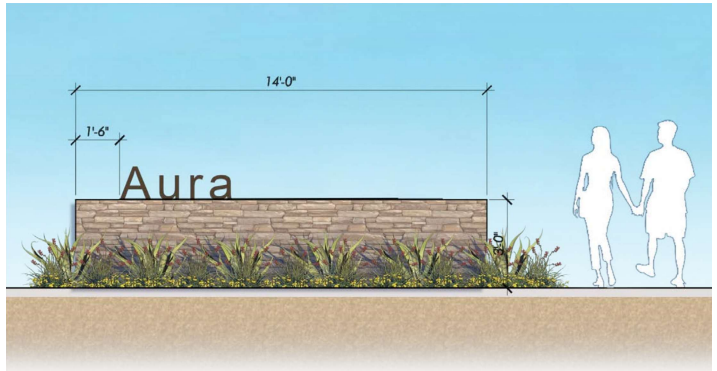

DAYBREAK





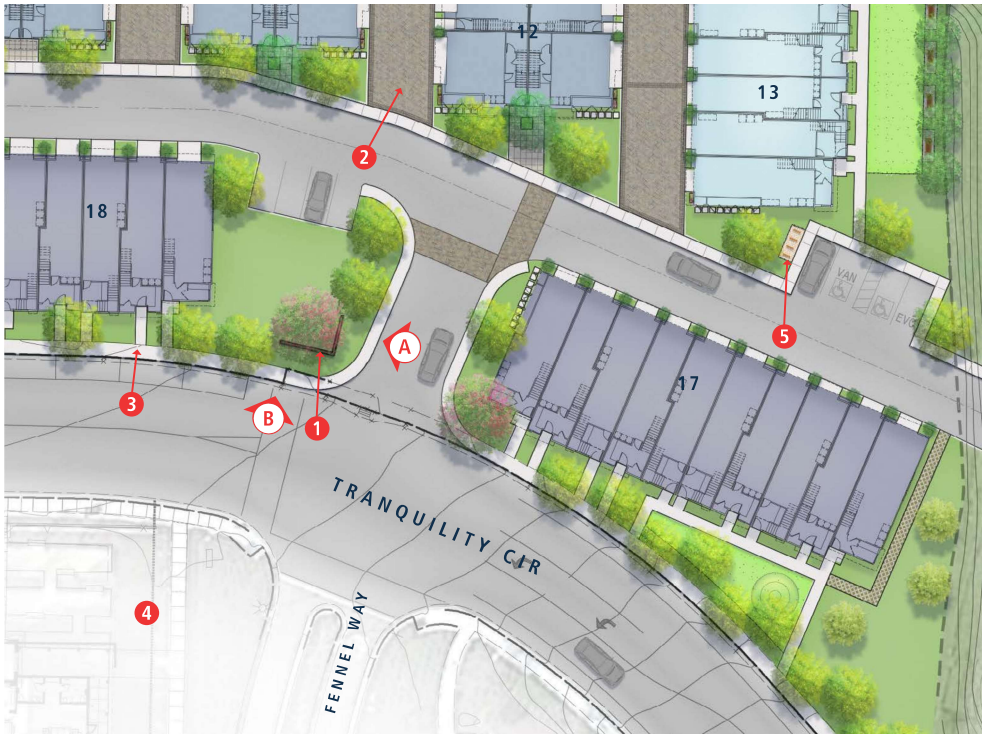
ENTRY SIGNAGE ELEVATION - A

SCALE: 1/2"=1'-0"



ENTRY SIGNAGE ELEVATION - B

SCALE: 1/2"=1'-0"



LEGEND

1. Project Entry Wall with ID
2. Enhanced Vehicular Paving
3. Parkway Street Trees and Sidewalk
4. Existing Sage Community
5. Bike Rack Parking

KEYMAP

SHEA - AURA
LIVERMORE, CA

Shea HOMES Live the difference.

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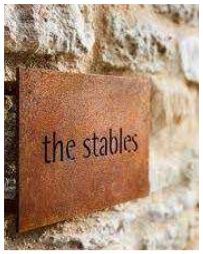
VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 10' 20' 40'
Scale: 1" = 20'-0"

PROJECT ENTRY ENLARGEMENT - A

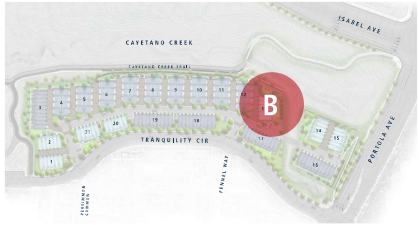
L - 3



LEGEND

1. Shade Structure with Picnic Table
2. Specimen Tree
3. Open Lawn
4. Potential Connection to Existing Trail
5. Guardrail Fence on Retaining Wall
6. Benches under Shade Trees
7. Potential Art Location - Defer to Arts Commission for final approval of art pieces.
8. Bike Rack Parking

KEYMAP



SHEA - AURA
LIVERMORE, CA

Shea HOMES
Live the difference.

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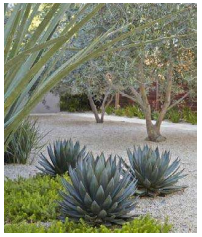
VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 10' 20' 40'
Scale: 1" = 20'-0"

POCKET PARK ENLARGEMENT - B

L - 4



LEGEND

1. Project Entry with Accent Tree
2. Pocket Park:
   - Overhead Structure
   - Picnic Table
   - Benches on Decorative Gravel
   - Specimen Tree
   - Event Lawn
3. Street Trees and Sidewalk
4. Existing Sage Community
5. Enhanced Vehicular Paving
6. Bike Rack Parking

KEYMAP

SHEA - AURA
LIVERMORE, CA

Shea HOMES
Live the difference.

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VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

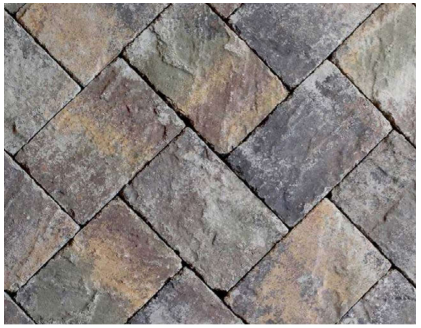
0 10' 20' 40'
Scale: 1" = 20'-0"

POCKET PARK ENLARGEMENT - C

L - 5

LEGEND

1. Entry Metal Trellis with Vine Planting
2. Decorative Paving at Alleyway (see Paver Cutsheet Below)
3. Enhanced Entry Way
4. Specimen Tree and Accent Planting



Calstone: Narrow Joint Permeable Quarry Stone
Color: Sequoia Sandstone herringbone with soldier course banding

KEYMAP

SHEA - AURA
LIVERMORE, CA

Shea HOMES
Live the difference.

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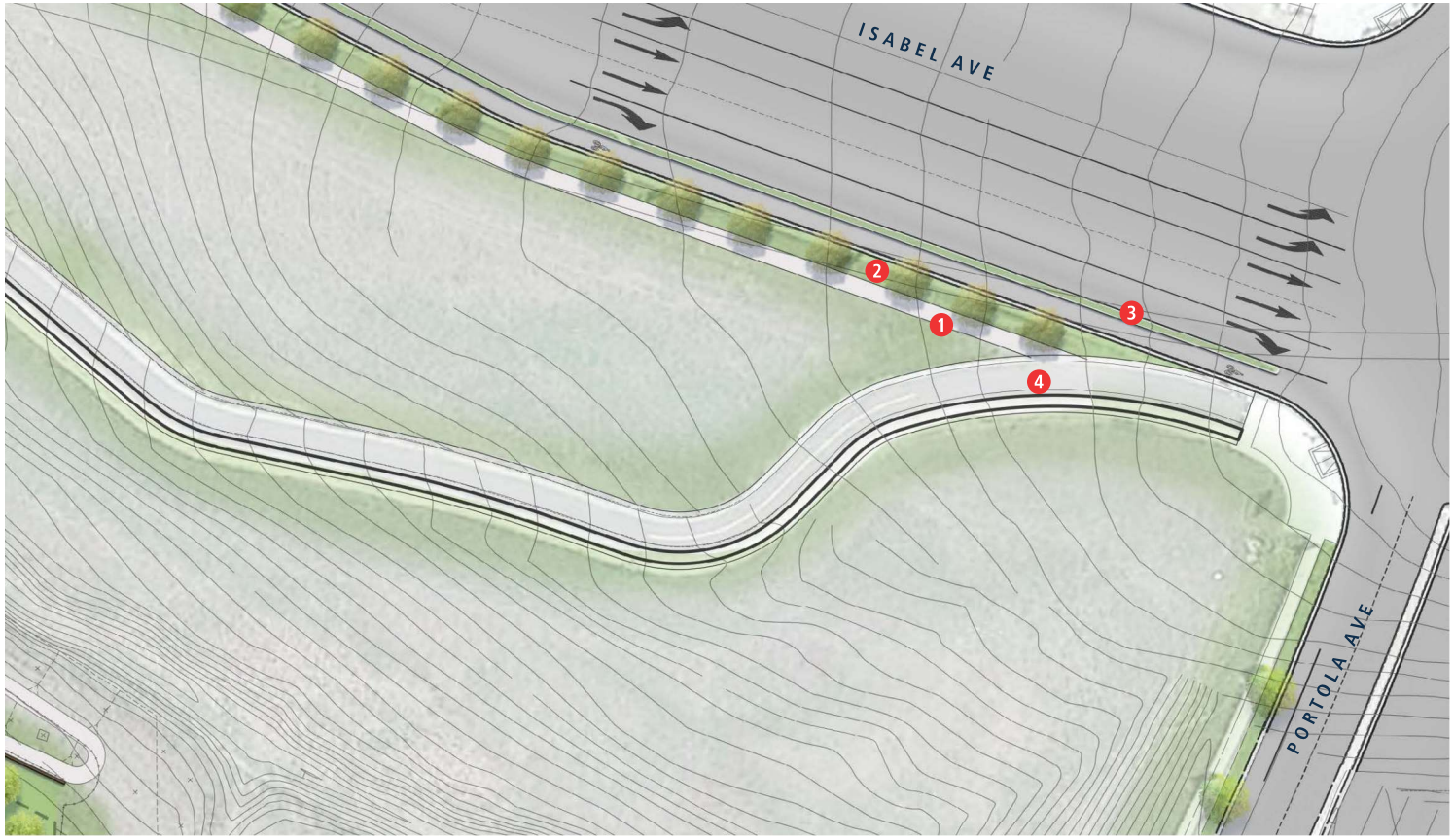
VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 10' 20' 40'
Scale: 1" = 20'-0"

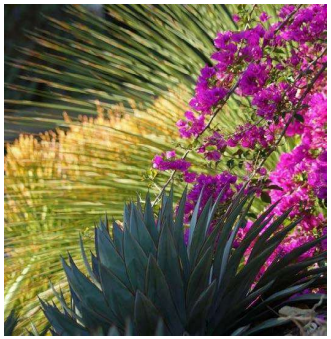
TYPICAL ENHANCED ALLEY ENLARGEMENT

L - 6



LEGEND

1. 6' wide Sidewalk
2. 9' wide Parkway Strip with Street Trees (LIttleleaf Linden) at standard spacing
3. 3' Wide Raised Buffer
4. Trail Connection



KEYMAP

SHEA - AURA
LIVERMORE, CA

Shea HOMES
Live the difference.

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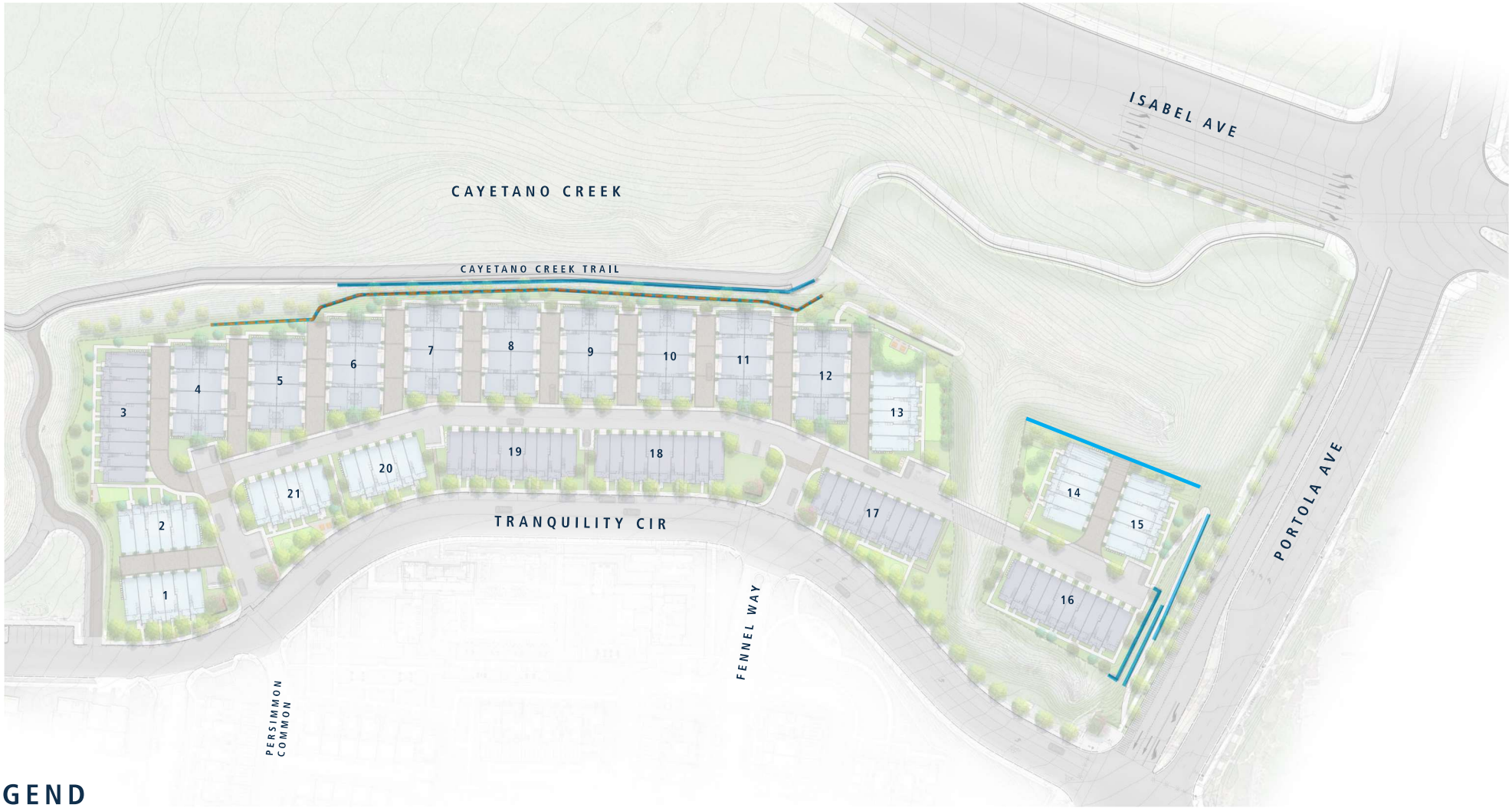
VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 10' 20' 40'
Scale: 1" = 20'-0"

Isabel Ave/Portola Ave Improvement

L - 7



LEGEND

- Guardrail Fence (Refer to L-11)
- Retaining Wall (Refer to L-11)

SHEA - AURA
LIVERMORE, CA

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VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 25' 50' 100'
Scale: 1" = 50'-0"

CONCEPTUAL WALL AND FENCE PLAN

L - 8

Project Name: Shea Aura						
Date: August 23, 2023						
WATER EFFICIENT WORK SHEET						
Maximum Applied Water Allowance (MAWA)						
Total MAWA = [Eto x 0.50 x LA in Sq.ft. x 0.62]+[Eto x 1.0 x SLA in Sq.ft. x 0.62]= Gallons per year for LA + SLA						
Hydrozone:	Eto:	KL	LA Sq. Ft.	Conversion	SLA Sq. Ft.	MAWA
Landscaped Area	47.2	0.55	93,958	0.62	NA	1,512,273

MAWA= Maximum Applied Water Allowance (gallons per year)
Eto= Reference Evapotranspiration from Appendix C (inches per year)
0.50= Evapotraspiration Adjustment Factor (ETAF)
1.0= ETAF for Sprcial Landscaped Area
LA= Landscaped Area includes Special Landscape Area (square feet)
0.62= Conversion Factor (to gallons per square foot)
0.3= the additional ET adjustment Factor for Special Landscape Area (1.0- 0.7= 0.3)
SLA= Speical Landscape Area (square feet)

Applicant to fill in boxes below:

Eto (Reference Evapotranspiration from Appendix C inches per year)	47.2
Landscaped Area includes Special Landscape Area (square feet)	93,958
Speical Landscape Area (square feet)	0

Estimated Annual Water Use:						
Total EAWU = [Eto x KL x LA in Sq.ft. / IE]= Gallons per Year						
Hydrozone:	Eto:	KL	Sq. Ft.	Conversion	IE	EAWU
Low Water Use Shrubs	47.2	0.2	63,015	0.62	0.81	455,326
Medium Water Use Shrubs	47.2	0.5	25,139	0.62	0.81	454,116
High Water Use	47.2	0.8	5,804	0.62	0.73	186,135
High (Water Feature)	47.2	1.0	-	0.62	1.00	
Total EAWU:			93,958			1,095,577

EAWU= Estimated Applied Water Use (gallons per year)
Eto= Reference Evapotranspiration from Appendix C (inches per year)
Kl= Landscape Coefficient
LA= Landscaped Area (square feet)
0.62= Conversion Factor (to gallons per square foot)
IE= Irrigation Efficiency= IME X DU (See defination in Appendix E for exmaplne IE percentages)
IME= Irrigation Management Efficiency (90%)
DU= Distribution Uniformity of Irrigation Head
Kl= Ks x Kc x Kmc
Ks= species factor (range 1.0- 0.9) (see WUCOLS list for values)
Kd= density factor (range 0.5- 1.3) (see WUCOLS list for density value)
Kmc= microclimatic factor (range 0.5- 1.4) (see WUCOLS)

Table A- PF (Plant Factor)
Cool Season Turf= 0.8
Warm Season Turf= 0.7
High Water Use Plants= 0.7 (can be between 0.7-0.9)
Moderate Water Use Plants= 0.5 (can be between 0.4-0.6)
Low Water Use Plants= 0.2 (can be between 0.1-0.3)
Very Low Water Use Plants= 0.1

IE (Irrigation Efficiency)- Appendix E
Pop-up Stream Rotor= 0.73
Rotor Head= 0.76
Microspray= 0.76
Bubblers= 0.77
Drip Emitters= 0.81
Subsurface Irrigation= 0.81

Water Use Low
Water Use Medium
Water Use High

SHEA - AURA
LIVERMORE, CA

Shea HOMES Live the difference.

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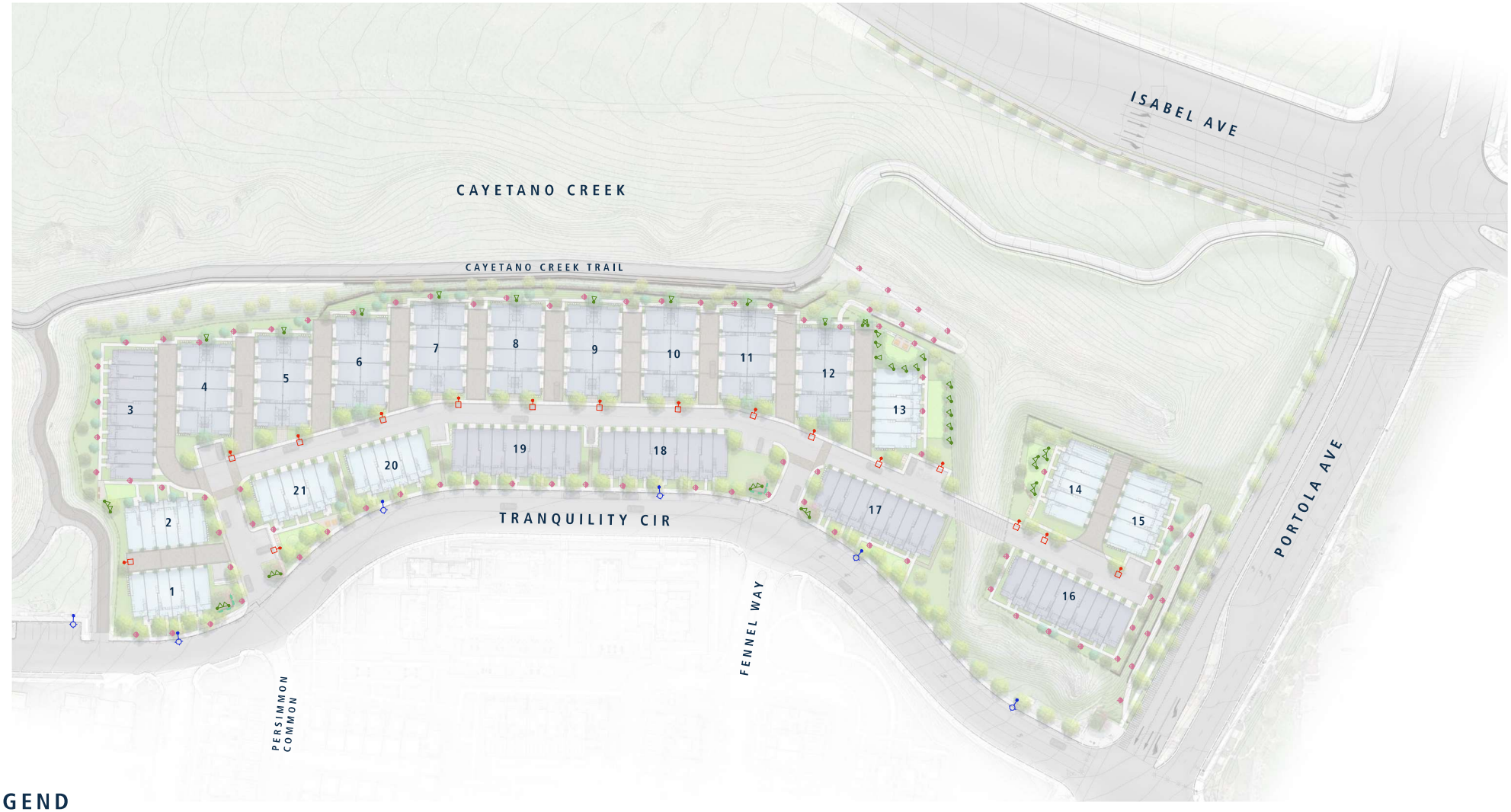
VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 25' 50' 100'
Scale: 1" = 50'-0"

CONCEPTUAL IRRIGATION PLAN

L - 9



LEGEND

- S1 Street Light
- S2 Pathway Light
- S3 Flood Light
- S4 Tree Uplight
- S5 Shade Structure Down Light
- S6 Existing Street Light to Remain and be Protected in Place

SHEA - AURA
LIVERMORE, CA

Shea HOMES Live the difference.

C2 Collaborative

VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 25' 50' 100'
Scale: 1" = 50'-0"

OVERALL CONCEPTUAL SITE LIGHTING PLAN

L - 10

PHILIPS Lighting

Serenade DSX LED post top (S55)

Serenade DSX S55, 48 LED, Type III, No Cage HS

Serenade DSX S55, 48 LED, Type III, No Cage HS - 73 lm/W

Philips Lumec's Serenade DSX LED post top luminaires are a beautiful staple of elegance and subtlety with a mighty and brilliant heart. It can be used to accentuate any environment no matter how harsh the prevailing conditions might be. The Serenade is a straightforward, no-nonsense luminaire, designed for performance and reliability.

Product data

General information	
Lamp Source Code	LED
Color Temperature	3000K
CRI	70
Photometric Distribution Type	Type III
Mounting	Post Top Post Arm
Operating and Electrical	
Luminaire Input Watts	80
Voltages	120/208/240/277/347/480 V
Mechanical and Housing	
Shape	Round

Initial Performance (IES Compliant)	
Luminaire Lumens	5896
Efficacy	73 p/W
Product Data	
Color product name	Serenade DSX S55, 48 LED, Type III, No Cage HS
Commercial Code	S5w4N9W4LED3N-*-C-ES-HS
Order code	S5w4N9W4LED3N-*-C-ES-HS
Catalog Number Description	Serenade DSX S55, 48 LED, Type III, No Cage HS
Service / Spare Bundle	-
Material No. (GMID)	LUM7001465

S1 Street Light (or equal)

S2 Pathway Light (or equal)

S3 Flood Light (or equal)

S4 Tree Uplight (or equal)

S5 Shade Structure Down Light (or equal)

Knight Table Ensemble

Forms + Surfaces | Dark Corten Texture | IPE

CORDIA BENCH

Forms + Surfaces | Argento | Jotoba

392 SM PET WASTE STATION

Most Dependable |Textured Black

Vaya Chair and Table

Forms + Surfaces | Dark Corten Texture | Cumaru

CORDIA LITTER & RECYCLING RECEPTACLE

Forms + Surfaces | Argento | Jotoba

LOOP BIKE RACK

Landscape Forms | Aluminum

Mulching

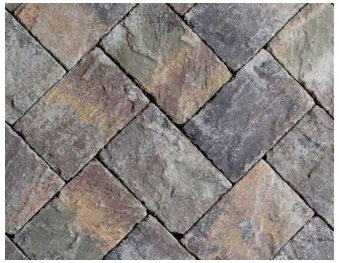
- Mulch all shrub and groundcover areas a minimum of 3" in depth.
- Mulch specification will be Aquinaga Green brand "Forest Floor" mulch, color "black."

Pedestrian Paving and Driveways

- Natural gray concrete with broom finish and tool joints.
- Top Cast concrete with saw cut joints for driveway.
- Exposed aggregate in courtyards, pedestrian entry ways and areas of frequent use where accents are desired.

Enhanced Alley Paving

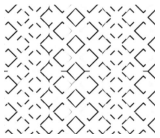
- Calstone: Narrow Joint Permeable Quarry Stone
- Color: Sequoia Sandstone herringbone with soldier course banding



Turf Block

- Turfstone in stack bond pattern
- Soften the look of landscape paving and allow water flow through.

Gray


Turfstone Stack

Guardrail Fence

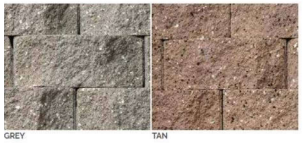
- 42" ht. to 45" ht. Available from Ameristar Echelon "Majestic"
- Painted color Bronze
- Apply (1) coast primer and (2) coats paint. All members should be metalized after fabrication

SW 7048 Urbane Bronze

Perimeter/Retaining Wall

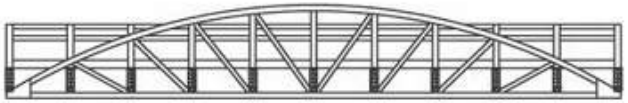
- Splitface Block in Running Bond Pattern. Refer to Block Colors

SPLITFACE BLOCK COLORS



Keystone Truss (Vehicular)

Contech Engineered Solutions | Weathered Steel



Keystone® Vehicular Truss

TREE SCHEDULE:

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	FORMS	QTY**
Arbutus unedo 'Elfin King'	Elfin King Strawberry Tree	15 gal	L	Patio Tree	20
Arbutus 'Marina'	Marina Strawberry Tree	15 gal	L	Shade / Street Tree	46
Lagerstroemia indica 'Tuskegee'	Tuskegee Crepe Myrtle	15 gal	L	Patio Tree	15
Liriodendron tulipifera	Tulip Tree	15 gal	M	Shade / Alley Focal Tree	7
Magnolia grandiflora 'St Mary'	St Mary Southern Magnolia	15 gal	M	Shade / Background Tree	10
Magnolia 'Little Gem'	Little Gem Magnolia	15 gal	M	Patio / Alley Focal Tree	11
Platanus x acerfolia	London Plane Tree	15 gal	M	Shade / Background Tree	14
Podocarpus macrophyllus	Yew Plum Pine	15gal	M	Vertical Tree	90
Prunus cerasifera	Cherry Plum	15 gal	M	Alley Focal Tree	20
Quercus ilex	Holly Oak	24" box min.	L	Accent Tree*	2
Quercus virginiana	Live Oak	24" box min.	M	Accent Tree*	2
Tilia cordata	Littleleaf Linden	24" box min.	M	Street Tree	17
Triadica sebifera	Chinese Tallow	15 gal	M	Background Tree	18
Tristania conferta	Brisbane Box	15 gal	M	Vertical Tree	90
Ulmus parvifolia	Chinese Elm	15 gal	L	Street Tree	39

SHRUB SCHEDULE:

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	FORMS
Bougainvillea glabra	Paperflower	5 gal	L	Accent Shrub
Ceanothus 'Julia Phelps'	California Wild Lilac	5 gal	L	Accent Shrub
Dietes bicolor	Fortnight Lily	5 gal	L	Accent Shrub
Heteromeles arbutifolia	Toyon	15 gal	L	Screening Shrub
Ligustrum japonicum	Waxleaf Privet	5 gal	M	Screening Shrub
Olea europaea 'Little Ollie'	Little Ollie Dwarf Olive	5 gal	VL	Screening Shrub
Pittosporum tobira 'variegata'	Australian Laurel	5 gal	L	Accent Shrub
Rhaphiolepis indica 'Clara'	India Hawthorn	5 gal	L	Accent Shrub
Rhaphiolepis Majestic Beauty	Majestic Beauty Rhaphiolepis	5 gal	L	Screening Shrub
Salvia greggii 'Dark Dancer'	Sage	5 gal	L	Accent Shrub

GROUNDCOVER SCHEDULE:

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	FORMS
Acacia redolens 'Desert Carpet'	Prostrate Acacia	1 gal	VL	Slope Shrub
Arctostaphylos u. 'Tom's Point'	Tom's Point Manzanita	1 gal	L	Low Water Use Shrub
Baccharis pilularis	Dwarf Coyote Brush	1 gal	L	Low Water Use Shrub
Lonicera j. halliana	Hall's Japanese Honeysuckle	1 gal	M	Border Shrub
Trachelospermum jasminoides	Star Jasmine	1 gal	M	Border Shrub

VINE/ESPALIER SCHEDULE:

BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	FORMS
Antigonon leptopus	Coral Vine	15 gal	M	Screening Vine
Bougainvillea spp.	Bougainvillea	15 gal	L	Accent Vine
Cissus antarctica	Kangaroo Vine	15 gal	L	Screening Vine
Lonicera x americana	Americana honeysuckle	15 gal	M	Accent Vine
Rosa banksiae	Lady Banks' Rose	15 gal	L	Accent Vine

California Native Plants
Pollinating Plants

*Specimen & accent tree container sizes to be 24"- 48" box at key areas. Final tree location per improvement plans.
**Quantity of each species is approximate. Actual quantities may vary slightly.

ATTACHMENT 4

A COMMON OPEN SPACE TYPICAL PLANTING

B COMMON OPEN SPACE TYPICAL PLANTING

C COMMON OPEN SPACE TYPICAL PLANTING

Trees

	Botanical name (Common Name)	Size
Shade Tree	Arbutus 'Marina' (Marina Strawberry Tree)	15 gal
	Liriodendron tulipifera (Tulip Tree)	15 gal
Patio Tree	Magnolia 'Little Gem' (Little Gem Magnolia)	15 gal
	Lagerstroemia indica 'Tuskogee'(Tuskogee Crepe Myrtle)	15 gal
Vertical Tree	Podocarpus macrophyllus (Yew Plum Pine)	15 gal
	Tristania conferta (Brisbane Box)	15 gal
Street Tree	Arbutus 'Marina' (Marina Strawberry Tree)	15 gal
	Ulmus Parviflora (Chinese Evergreen Elm)	15 gal
Accent Tree	Quercus ilex (Holly Oak)	24" box min.
	Quercus virginiana (Live Oak)	24" box min.
Alley Focal Tree	Arbutus unedo 'Elfin King(Elfin King Strawberry Tree)	15 gal
	Prunus cerasifera(Cherry Plum)	15 gal
Background Tree	Triadica sebifera (Chinese Tallow)	15 gal
	Magnolia grandiflora 'St Mary' (St. Mary Southern Magnolia)	15 gal
	Platanus x acerifolia (London Plane Tree)	15 gal

*Specimen and accent tree container sizes to be 24" to 48" box at key areas.
Final tree location per improvement plans.

Shrubs

	Botanical name (Common Name)	Size	Spacing
Screening Shrub	Ceanothus 'Julia Phelps' (California Wild Lilac)	5 gal	30"o.c.
	Pittosporum spp. (Australian laurel)	5 gal	30"-48" o.c.
	Rhaphiolepis indica 'Clara' (Indian Hawthorn)	5 gal	30"o.c.
	Heteromeles arbutifolia (Toyon)	15 gal	48" o.c.
	Ligustrum j. 'Texanum' (Waxleaf Privet)	5 gal	48" o.c.
	Rhaphiolepis i 'MB' (MB Rhaphiolepis)	5 gal	48" o.c.

Groundcover

	Botanical name (Common Name)	Size	Spacing
Slope Groundcover	Acacia r. 'Desert Carpet' (Prostrate Acacia)	1 gal	30" o.c.
Low-Maintenance Groundcover	Arctostaphylos u. 'Tom's Point' (Manzanita)	1 gal	30" o.c.
	Baccharis pilularis (Dwarf Coyote Brush)	1 gal	30" o.c.
Border Groundcover	Lonicera j. 'Halliana' (Hall's Japanese Honeysuckle)	1 gal	24" o.c.
	Trachelospermum jasminoides (Star Jasmine)	1 gal	24" o.c.
Turf	Marathon Fescue II (Turf)	Sodded	-

Vine

	Botanical name (Common Name)	Size	Spacing
Screening Vine	Antigonon leptopus (Coral Vine)	15 gal	10' o.c.
	Cissus antarctica (Kangaroo Vine)	15 gal	10' o.c.
Accent Vine	Bougainvillea spp. (Bougainvillea)	15 gal	10' o.c.
	Lonicera x americana (Americana honeysuckle)	15 gal	10' o.c.
	Rosa banksiae (Lady Banks' Rose)	15 gal	10' o.c.

KEYMAP

SHEA - AURA
LIVERMORE, CA

Shea HOMES Live the difference.

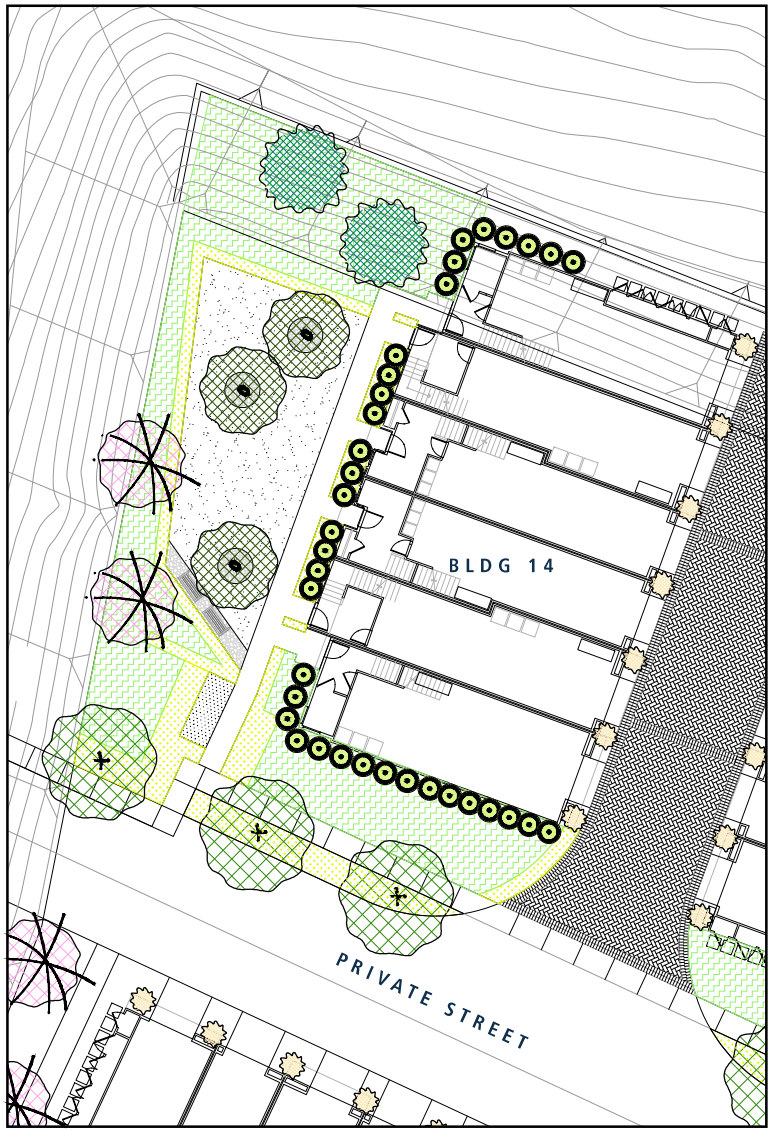
C2 Collaborative

VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 5' 10' 20'
Scale: 1" = 10'-0"

TYPICAL PLANTING ENLARGEMENTS

L - 15



D COMMON OPEN SPACE TYPICAL PLANTING

E COMMON OPEN SPACE TYPICAL PLANTING

Trees

	Botanical name (Common Name)	Size
Shade Tree	Arbutus 'Marina' (Marina Strawberry Tree)	15 gal
	Liriodendron tulipifera (Tulip Tree)	15 gal
Patio Tree	Magnolia 'Little Gem' (Little Gem Magnolia)	15 gal
	Lagerstroemia indica 'Tuskogee'(Tuskogee Crepe Myrtle)	15 gal
Vertical Tree	Podocarpus macrophyllus (Yew Plum Pine)	15 gal
	Tristania conferta (Brisbane Box)	15 gal
Street Tree	Arbutus 'Marina' (Marina Strawberry Tree)	15 gal
	Ulmus Parviflora (Chinese Evergreen Elm)	15 gal
Accent Tree	Quercus ilex (Holly Oak)	24" box min.
	Quercus virginiana (Live Oak)	24" box min.
Alley Focal Tree	Arbutus unedo 'Elfin King(Elfin King Strawberry Tree)	15 gal
	Prunus cerasifera(Cherry Plum)	15 gal
Background Tree	Triadica sebifera (Chinese Tallow)	15 gal
	Magnolia grandiflora 'St Mary' (St. Mary Southern Magnolia)	15 gal
	Platanus x acerifolia (London Plane Tree)	15 gal

*Specimen and accent tree container sizes to be 24" to 48" box at key areas.
Final tree location per improvement plans.

Shrubs

	Botanical name (Common Name)	Size	Spacing
Screening Shrub	Ceanothus 'Julia Phelps' (California Wild Lilac)	5 gal	30"o.c.
	Pittosporum spp. (Australian laurel)	5 gal	30"-48" o.c.
	Rhaphiolepis indica 'Clara' (Indian Hawthorn)	5 gal	30"o.c.
	Heteromeles arbutifolia (Toyon)	15 gal	48" o.c.
	Ligustrum j. 'Texanum' (Waxleaf Privet)	5 gal	48" o.c.
	Rhaphiolepis i 'MB' (MB Rhaphiolepis)	5 gal	48" o.c.

Groundcover

	Botanical name (Common Name)	Size	Spacing
Slope Groundcover	Acacia r. 'Desert Carpet' (Prostrate Acacia)	1 gal	30" o.c.
Low-Maintenance Groundcover	Arctostaphylos u. 'Tom's Point' (Manzanita)	1 gal	30" o.c.
	Baccharis pilularis (Dwarf Coyote Brush)	1 gal	30" o.c.
Border Groundcover	Lonicera j. 'Halliana' (Hall's Japanese Honeysuckle)	1 gal	24" o.c.
	Trachelospermum jasminoides (Star Jasmine)	1 gal	24" o.c.
Turf	Marathon Fescue II (Turf)	Sodded	-

Vine

	Botanical name (Common Name)	Size	Spacing
Screening Vine	Antigonon leptopus (Coral Vine)	15 gal	10' o.c.
	Cissus antarctica (Kangaroo Vine)	15 gal	10' o.c.
Accent Vine	Bougainvillea spp. (Bougainvillea)	15 gal	10' o.c.
	Lonicera x americana (Americana honeysuckle)	15 gal	10' o.c.
	Rosa banksiae (Lady Banks' Rose)	15 gal	10' o.c.

KEYMAP

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LIVERMORE, CA

Shea HOMES Live the difference.

C2 Collaborative

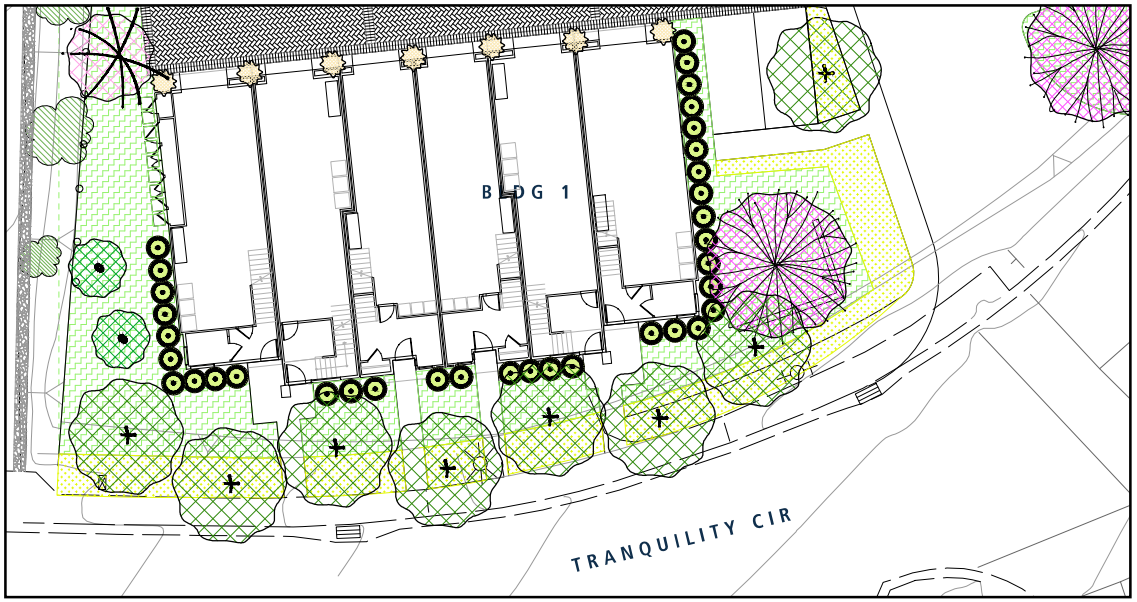
VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 5' 10' 20'
Scale: 1" = 10'-0"

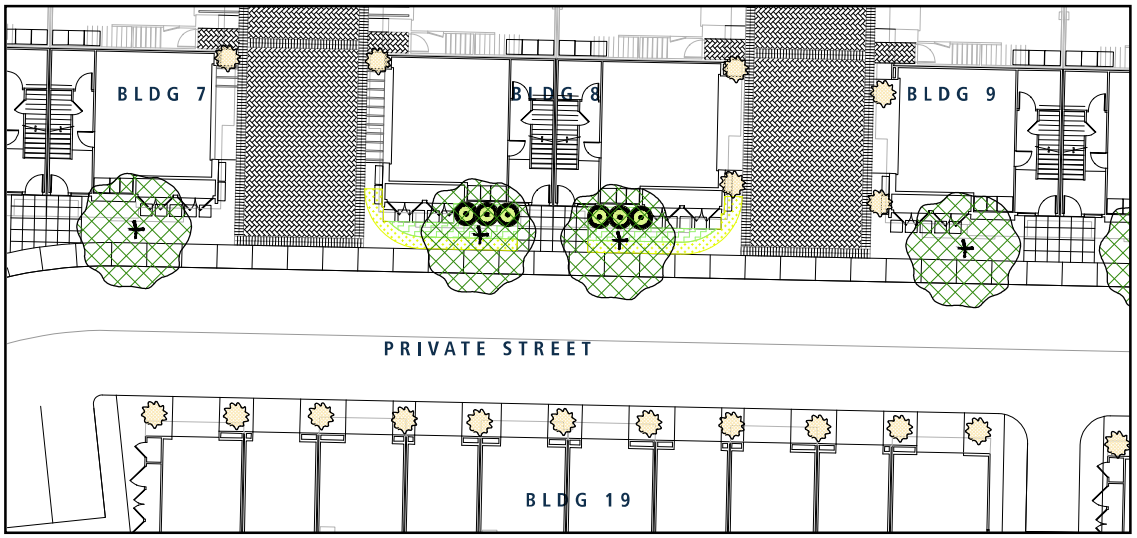
TYPICAL PLANTING ENLARGEMENTS

L - 16

ATTACHMENT 4



F TRANQUILITY CIR. TYPICAL PLANTING



G PRIVATE STREET TYPICAL PLANTING

Trees

Botanical name (Common Name)	Size
Shade Tree	
Arbutus 'Marina' (Marina Strawberry Tree)	15 gal
Liriodendron tulipifera (Tulip Tree)	15 gal
Patio Tree	
Magnolia 'Little Gem' (Little Gem Magnolia)	15 gal
Lagerstroemia indica 'Tuskogee'(Tuskogee Crepe Myrtle)	15 gal
Vertical Tree	
Podocarpus macrophyllus (Yew Plum Pine)	15 gal
Tristania conferta (Brisbane Box)	15 gal
Street Tree	
Arbutus 'Marina' (Marina Strawberry Tree)	15 gal
Ulmus Parviflora (Chinese Evergreen Elm)	15 gal
Accent Tree	
Quercus ilex (Holly Oak)	24" box min.
Quercus virginiana (Live Oak)	24" box min.
Alley Focal Tree	
Arbutus unedo 'Elfin King(Elfin King Strawberry Tree)	15 gal
Prunus cerasifera(Cherry Plum)	15 gal
Background Tree	
Triadica sebifera (Chinese Tallow)	15 gal
Magnolia grandiflora 'St Mary' (St. Mary Southern Magnolia)	15 gal
Platanus x acerifolia (London Plane Tree)	15 gal

*Specimen and accent tree container sizes to be 24" to 48" box at key areas.
Final tree location per improvement plans.

Shrubs

Botanical name (Common Name)	Size	Spacing
Screening Shrub		
Ceanothus 'Julia Phelps' (California Wild Lilac)	5 gal	30"o.c.
Pittosporum spp. (Australian laurel)	5 gal	30"-48" o.c.
Rhaphiolepis indica 'Clara' (Indian Hawthorn)	5 gal	30"o.c.
Heteromeles arbutifolia (Toyon)	15 gal	48" o.c.
Ligustrum j. 'Texanum' (Waxleaf Privet)	5 gal	48" o.c.
Rhaphiolepis i 'MB' (MB Rhaphiolepis)	5 gal	48" o.c.

Groundcover

Botanical name (Common Name)	Size	Spacing
Slope Groundcover		
Acacia r. 'Desert Carpet' (Prostrate Acacia)	1 gal	30" o.c.
Low-Maintenance Groundcover		
Arctostaphylos u. 'Tom's Point' (Manzanita)	1 gal	30" o.c.
Baccharis pilularis (Dwarf Coyote Brush)	1 gal	30" o.c.
Border Groundcover		
Lonicera j. 'Halliana' (Hall's Japanese Honeysuckle)	1 gal	24" o.c.
Trachelospermum jasminoides (Star Jasmine)	1 gal	24" o.c.
Turf		
Marathon Fescue II (Turf)	Sodded	-

Vine

Botanical name (Common Name)	Size	Spacing
Screening Vine		
Antigonon leptopus (Coral Vine)	15 gal	10' o.c.
Cissus antarctica (Kangaroo Vine)	15 gal	10' o.c.
Accent Vine		
Bougainvillea spp. (Bougainvillea)	15 gal	10' o.c.
Lonicera x americana (Americana honeysuckle)	15 gal	10' o.c.
Rosa banksiae (Lady Banks' Rose)	15 gal	10' o.c.

KEYMAP

SHEA - AURA
LIVERMORE, CA

Shea HOMES Live the difference.

C2 Collaborative

VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 5' 10' 20'
Scale: 1" = 10'-0"

TYPICAL PLANTING ENLARGEMENTS

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ATTACHMENT 4

H SOUTH ENTRY TYPICAL PLANTING

I NORTH ENTRY TYPICAL PLANTING

Trees

Botanical name (Common Name)	Size
Shade Tree	
Arbutus 'Marina' (Marina Strawberry Tree)	15 gal
Liriodendron tulipifera (Tulip Tree)	15 gal
Patio Tree	
Magnolia 'Little Gem' (Little Gem Magnolia)	15 gal
Lagerstroemia indica 'Tuskogee'(Tuskogee Crepe Myrtle)	15 gal
Vertical Tree	
Podocarpus macrophyllus (Yew Plum Pine)	15 gal
Tristania conferta (Brisbane Box)	15 gal
Street Tree	
Arbutus 'Marina' (Marina Strawberry Tree)	15 gal
Ulmus Parviflora (Chinese Evergreen Elm)	15 gal
Accent Tree	
Quercus ilex (Holly Oak)	24" box min.
Quercus virginiana (Live Oak)	24" box min.
Alley Focal Tree	
Arbutus unedo 'Elfin King(Elfin King Strawberry Tree)	15 gal
Prunus cerasifera(Cherry Plum)	15 gal
Background Tree	
Triadica sebifera (Chinese Tallow)	15 gal
Magnolia grandiflora 'St Mary' (St. Mary Southern Magnolia)	15 gal
Platanus x acerifolia (London Plane Tree)	15 gal

*Specimen and accent tree container sizes to be 24" to 48" box at key areas.
Final tree location per improvement plans.

Shrubs

Botanical name (Common Name)	Size	Spacing
Screening Shrub		
Ceanothus 'Julia Phelps' (California Wild Lilac)	5 gal	30"o.c.
Pittosporum spp. (Australian laurel)	5 gal	30"-48" o.c.
Rhaphiolepis indica 'Clara' (Indian Hawthorn)	5 gal	30"o.c.
Heteromeles arbutifolia (Toyon)	15 gal	48" o.c.
Ligustrum j. 'Texanum' (Waxleaf Privet)	5 gal	48" o.c.
Rhaphiolepis i 'MB' (MB Rhaphiolepis)	5 gal	48" o.c.

Groundcover

Botanical name (Common Name)	Size	Spacing
Slope Groundcover		
Acacia r. 'Desert Carpet' (Prostrate Acacia)	1 gal	30" o.c.
Low-Maintenance Groundcover		
Arctostaphylos u. 'Tom's Point' (Manzanita)	1 gal	30" o.c.
Baccharis pilularis (Dwarf Coyote Brush)	1 gal	30" o.c.
Border Groundcover		
Lonicera j. 'Halliana' (Hall's Japanese Honeysuckle)	1 gal	24" o.c.
Trachelospermum jasminoides (Star Jasmine)	1 gal	24" o.c.
Turf		
Marathon Fescue II (Turf)	Sodded	-

Vine

Botanical name (Common Name)	Size	Spacing
Screening Vine		
Antigonon leptopus (Coral Vine)	15 gal	10' o.c.
Cissus antarctica (Kangaroo Vine)	15 gal	10' o.c.
Accent Vine		
Bougainvillea spp. (Bougainvillea)	15 gal	10' o.c.
Lonicera x americana (Americana honeysuckle)	15 gal	10' o.c.
Rosa banksiae (Lady Banks' Rose)	15 gal	10' o.c.

KEYMAP

SHEA - AURA
LIVERMORE, CA

VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 5' 10' 20'
Scale: 1" = 10'-0"

TYPICAL PLANTING ENLARGEMENTS

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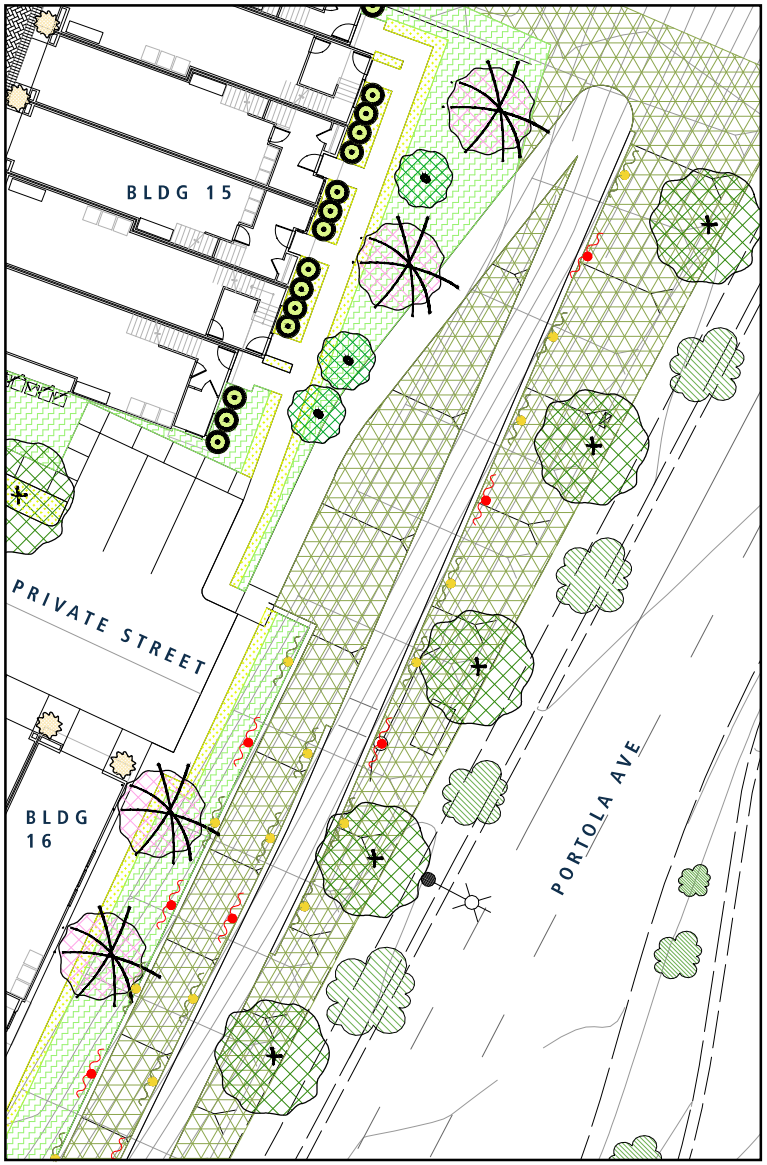
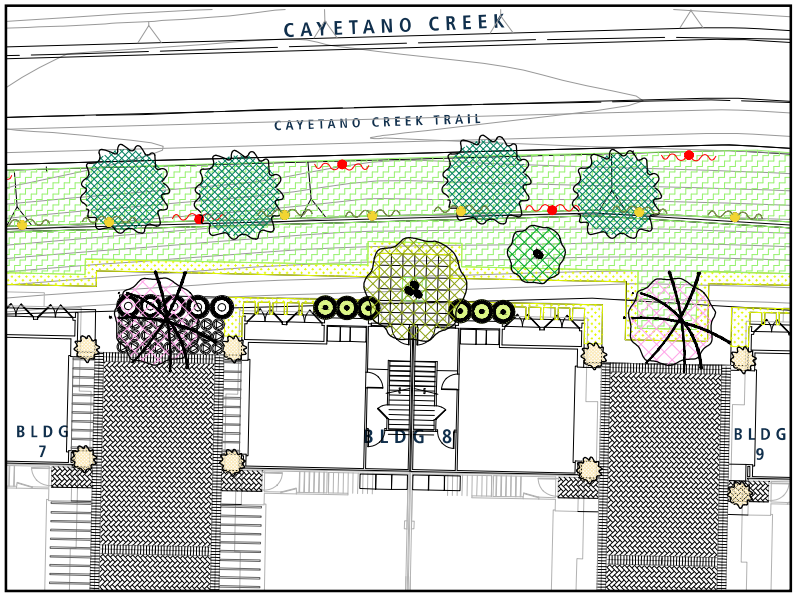
ATTACHMENT 4



J SLOPE TYPICAL PLANTING



K RETAINING WALL AREA TYPICAL PLANTING

Trees

Botanical name (Common Name)	Size
Shade Tree	
Arbutus 'Marina' (Marina Strawberry Tree)	15 gal
Liriodendron tulipifera (Tulip Tree)	15 gal
Patio Tree	
Magnolia 'Little Gem' (Little Gem Magnolia)	15 gal
Lagerstroemia indica 'Tuskogee'(Tuskogee Crepe Myrtle)	15 gal
Vertical Tree	
Podocarpus macrophyllus (Yew Plum Pine)	15 gal
Tristania conferta (Brisbane Box)	15 gal
Street Tree	
Arbutus 'Marina' (Marina Strawberry Tree)	15 gal
Ulmus Parviflora (Chinese Evergreen Elm)	15 gal
Accent Tree	
Quercus ilex (Holly Oak)	24" box min.
Quercus virginiana (Live Oak)	24" box min.
Alley Focal Tree	
Arbutus unedo 'Elfin King(Elfin King Strawberry Tree)	15 gal
Prunus cerasifera(Cherry Plum)	15 gal
Background Tree	
Triadica sebifera (Chinese Tallow)	15 gal
Magnolia grandiflora 'St Mary' (St. Mary Southern Magnolia)	15 gal
Platanus x acerifolia (London Plane Tree)	15 gal

*Specimen and accent tree container sizes to be 24" to 48" box at key areas.
Final tree location per improvement plans.

Shrubs

Botanical name (Common Name)	Size	Spacing
Screening Shrub		
Ceanothus 'Julia Phelps' (California Wild Lilac)	5 gal	30"o.c.
Pittosporum spp. (Australian laurel)	5 gal	30"-48" o.c.
Rhaphiolepis indica 'Clara' (Indian Hawthorn)	5 gal	30"o.c.
Heteromeles arbutifolia (Toyon)	15 gal	48" o.c.
Ligustrum j. 'Texanum' (Waxleaf Privet)	5 gal	48" o.c.
Rhaphiolepis i 'MB' (MB Rhaphiolepis)	5 gal	48" o.c.

Groundcover

Botanical name (Common Name)	Size	Spacing
Slope Groundcover		
Acacia r. 'Desert Carpet' (Prostrate Acacia)	1 gal	30" o.c.
Low-Maintenance Groundcover		
Arctostaphylos u. 'Tom's Point' (Manzanita)	1 gal	30" o.c.
Baccharis pilularis (Dwarf Coyote Brush)	1 gal	30" o.c.
Border Groundcover		
Lonicera j. 'Halliana' (Hall's Japanese Honeysuckle)	1 gal	24" o.c.
Trachelospermum jasminoides (Star Jasmine)	1 gal	24" o.c.
Turf		
Marathon Fescue II (Turf)	Sodded	-

Vine

Botanical name (Common Name)	Size	Spacing
Screening Vine		
Antigonon leptopus (Coral Vine)	15 gal	10' o.c.
Cissus antarctica (Kangaroo Vine)	15 gal	10' o.c.
Accent Vine		
Bougainvillea spp. (Bougainvillea)	15 gal	10' o.c.
Lonicera x americana (Americana honeysuckle)	15 gal	10' o.c.
Rosa banksiae (Lady Banks' Rose)	15 gal	10' o.c.

KEYMAP

SHEA - AURA
LIVERMORE, CA

Shea HOMES Live the difference.

C2 Collaborative

VESTING TENTATIVE TRACT MAP 8612
MAY 01, 2024

0 5' 10' 20'
Scale: 1" = 10'-0"

TYPICAL PLANTING ENLARGEMENTS

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A-1.2 ARCHITECTURAL SITE PLAN
A-1.3 PROJECT DATA & CODE ANALYSIS
A-1.4 CALGREEN CHECKLIST
A-1.5 RENDERING I
A-1.6 RENDERING II
A-1.7 RENDERING III
A-1.8 BACK-TO-BACK ELEVATION
A-1.9 6-UNIT TANDEM TOWN ELEVATION
A-1.10 10-UNIT TANDEM TOWN ELEVATION
A-2.1 BACK-TO-BACK PERSPECTIVES
A-2.2 BACK-TO-BACK ELEVATIONS
A-2.3 BACK-TO-BACK DIMENSIONED ELEVATIONS
A-2.4 BACK-TO-BACK BUILDING PLANS
A-2.5 BACK-TO-BACK ROOF PLAN
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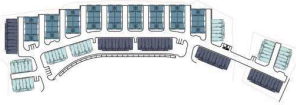
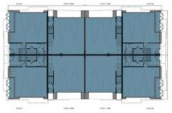
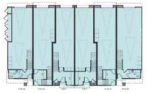
A-3.8 6-UNIT TANDEM TOWNS LADDER PADS & SECTIONS
A-4.1 10-UNIT TANDEM TOWNS PERSPECTIVES
A-4.2 10-UNIT TANDEM TOWNS ELEVATIONS
A-4.3 10-UNIT TANDEM TOWNS ELEVATIONS
A-4.4 10-UNIT TANDEM TOWNS DIMENSIONED ELEVATIONS
A-4.5 10-UNIT TANDEM TOWNS FIRST & SECOND FLOOR BUILDING PLANS
A-4.6 10-UNIT TANDEM TOWNS THIRD FLOOR & ROOF DECK BUILDING PLANS
A-4.7 10-UNIT TANDEM TOWNS ROOF PLAN
A-4.8 10-UNIT TANDEM TOWNS UNIT PLAN 1
A-4.9 10-UNIT TANDEM TOWNS UNIT PLAN 2
A-4.10 10 UNIT TANDEM TOWNS UNIT PLAN 3
A-4.11 10-UNIT TANDEM TOWNS LADDER PADS & SECTIONS
A-5.1 COLOR SCHEMES
A-5.2 WINDOW TRIM & ROOF OVERHANG DETAILS





BACK TO BACK 8-UNIT
3-STORY R2, TYPE VB
FIRE SPRINKLER SYSTEM NFPA13

BACK TO BACK 72 TOTAL	
PLAN 1 MARKET	3 UNITS
PLAN 1 BMR	33 UNITS
PLAN 2	18 UNITS
PLAN 3	18 UNITS



TANDEM TOWNS 6-UNIT
3-STORY R2, TYPE VB
FIRE SPRINKLER SYSTEM NFPA13

TANDEMS 92 TOTAL	
PLAN 1	34 UNITS
PLAN 2	14 UNITS
PLAN 2X	20 UNITS
PLAN 3	7 UNITS
PLAN 3X	5 UNITS
PLAN 3Y	7 UNITS
PLAN 3Z	5 UNITS

TANDEM TOWNS 10-UNIT
3-STORY R2, TYPE VB
FIRE SPRINKLER SYSTEM NFPA13

0 20 40 80
SCALE: 1"=40'

NOTES:
1) REFER TO CIVIL SHEETS FOR ALL PROPERTY LINES, EASEMENTS, SITE DIMENSIONS ACCESSIBLE UNIT LOCATIONS, ETC.
2) REFER TO LANDSCAPE SHEETS FOR LANDSCAPE DESIGN, DIMESNSIONS AND DETAILED INFORMATION.

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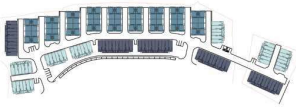
ARCHITECTURAL SITE PLAN

A-1.2



BUILDING	PLAN 1	PLAN 2	PLAN 2X	PLAN 3	Plan 3X	PLAN 3Y	PLAN 3Z	# of UNITS	# of BUILDINGS	TOTAL UNITS
TANDEM TOWNS										
6-UNIT	2	2	0	1	0	1	0	6	7	42
10-UNIT	4	0	4	0	1	0	1	10	5	50
BUILDING	PLAN 1	PLAN 2	PLAN 3							
BACK TO BACK										
8-UNIT	4	2	2					8	9	72
TOTAL									21	164

							PRIVATE OPEN SPACE			GARAGE	
UNIT TYPE	BED/BA	# OF UNITS	%	NSF	APPROX NET TOTAL SF		BALCONY (SF)	TERRACE (SF)	PRIVATE OPEN SPACE TOTAL (SF)	GARAGE CONFIG.	GARAGE (SF)
TANDEM TOWNS											
PLAN 1	2BED/2.5 BA	34	21%	1508	51,272 SF		87	0	2958	TANDEM	510
PLAN 2	2BED/2.5 BA	14	9%	1470	20,580 SF		108	0	1512	TANDEM	566
PLAN 2X	2BED/2.5 BA	20	12%	1547	30,940 SF		108	294	8040	TANDEM	566
PLAN 3	3BED/2.5 BA	7	4%	1726	12,082 SF		82	0	574	TANDEM	638
PLAN 3X	3BED/2.5 BA	5	3%	1846	9230 SF		91	435	2630	TANDEM	638
PLAN 3Y	3BA/2.5 BA	7	4%	1726	12,082 SF		82	0	574	TANDEM	575
PLAN 3Z	3BED/2.5 BA	5	3%	1846	9230 SF		91	435	2630	TANDEM	575
					145416 SF				*18,891*		
BACK TO BACK											
PLAN 1	3BED/3BA	36	22%	1367	49,212 SF		84	0	3024	SIDE X SIDE	540
PLAN 2	3BED/2.5 BA	18	11%	1738	31,284 SF		79	0	1422	SIDE X SIDE	471
PLAN 3	3BED/2.5BA	18	11%	1809	32,562 SF		79	467	9828	SIDE X SIDE	471
					113,058 SF				*14,274*		
				TOTAL	258,474 SF			TOTAL	33165 SF		

AVERAGE UNIT SIZE	1576 SQ.FT.

GARAGE CONFIG	TOTAL	%
SIDE X SIDE	72	44%
TANDEM	92	56%

R2 - CONDOMINIUMS

CODE INFORMATION:

THIS PROJECT SHALL COMPLY WITH THE FOLLOWING CODES:

2022 CALIFORNIA BUILDING CODE (CBC)
2022 CALIFORNIA PLUMBING CODE (CPC)
2022 CALIFORNIA MECHANICAL CODE (CMC)
2022 CALIFORNIA ELECTRICAL CODE (CEC)
2022 CALIFORNIA FIRE CODE (CFC)
2022 CALIFORNIA ENERGY CODE
2022 CALIFORNIA GREEN BUILDING CODE (CALGREEN)
ALL LOCAL REGULATIONS AND ORDINANCES ADOPTED BY THE JURISDICTION HAVING AUTHORITY

CODE SUMMARY:

USE & OCCUPANCY:
(CBC SECTIONS 310.4 & 312.1)
R-2: BUILDINGS CONTAINING MORE THAN TWO DWELLING UNITS
U: PRIVATE GARAGES

OCCUPANCY SEPARATIONS:
(CBC SECTION 420)
WALLS SEPARATING DWELLING UNITS (R2) SHALL BE 1-HOUR FIRE PARTITIONS COMPLYING WITH CBC SECTION 708.

WALLS SEPARATING PRIVATE GARAGES (U) FROM DWELLING UNIT (R2) SHALL BE SEPARATED BY NOT LESS THAN 1/2" GYPSUM BOARD APPLIED TO THE GARAGE SIDE PER CBC SECTION 406.3.4.1 DOORS SHALL BE 20 MINUTE RATED.

FLOOR/CEILING ASSEMBLIES SEPARATING DWELLING UNITS (R2) AND DWELLING UNITS (R2) / GARAGES (U) SHALL BE 1-HR. FIRE-RATED HORIZONTAL ASSEMBLIES COMPLYING WITH CBC SECTION 711.

DOOR BETWEEN PRIVATE GARAGE (U) AND ITS OWN DWELLING UNIT (R2) SHALL BE 20 MINUTE RATED, SELF-CLOSING, SELF-LATCHING, SOLID WOOD DOOR OR SOLID OR HONEYCOMB CORE STEEL DOOR, MINIMUM 1-3/8" THICK.

DOORS IN RATED CONSTRUCTION SHALL COMPLY WITH CBC SECTION 716.5.

TYPE OF CONSTRUCTION:
TYPE VB, 3-STORY WITH OCCUPIED ROOF DECKS

FIRE SPRINKLERS:
NFPA 13

ALLOWABLE HEIGHT:
(CBC SECTION 504 & TABLE 504.3)
TYPE VB (WITH NFPA 13) 60 FEET MAXIMUM (WITHOUT AREA INCREASE) 40 FEET MAXIMUM (WITH AREA INCREASE)
65' FEET PER PROJECT DEVELOPMENT STANDARDS

ACTUAL HEIGHT:
(SEE ELEVATIONS)
BACK TO BACK - 8-UNIT - 41'-9"±
TANDEM TOWNS - 6-UNIT - 37'-4"±
TANDEM TOWNS - 10-UNIT - 40'-9"±

ALLOWABLE STORIES:
(CBC SECTION 504.4 & TABLE 504.4)
R-2, TYPE VB: 3 STORIES (2 STORIES BASE ALLOWABLE + 1 STORY SPRINKLER INCREASE FOR NFPA 13).
U, TYPE VB: 2 STORIES

ALLOWABLE FLOOR AREA:
(CBC TABLE 506.2)
R-2, SM, TYPE VB: 14,000 SQ. FT.

ACTUAL FLOOR AREA:
(CBC SECTION 506.3)
BACK TO BACK - 8-UNIT = 19,522 SQ. FT. > 14,000 SQ. FT.
ALLOWABLE FLOOR AREA W/ FRONTAGE INCREASE (CBC SECTION 506.3) = 23,940 SQ. FT. > 19,522 SQ. FT.

TANDEM TOWNS - 6-UNIT = 13,913 SQ.FT. < 14,000 SQ. FT.

TANDEM TOWNS - 10-UNIT = 25,996 SQ. FT. > 14,000 SQ. FT.
DIVIDE INTO TWO BUILDINGS WITH FIRE WALL (CBC TABLE 602 & SECTION 706.1) AREA = 12,998 SQ. FT. < 14,000 SQ. FT.

RATED EXTERIOR WALLS:
(CBC TABLE 601)
TYPE VB, 3-STORY: NOT REQUIRED

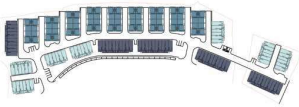
FIRE SEPARATION DISTANCE:
(CBC TABLE 602)
FIRE RESISTANCE RATING FOR EXTERIOR WALLS ≥ 10' FOR TYPE VB R2 OCCUPANCIES SHALL BE ZERO (0). (NON-RATED)

FIRE RESISTANCE RATING FOR EXTERIOR WALLS < 10' FOR TYPE VB R2 OCCUPANCIES SHALL BE ONE (1). (1-HOUR)

ALLOWABLE OPENINGS:
(CBC TABLE 705.8)
THERE ARE NO LIMITS ON THE AREA OF UNPROTECTED OPENINGS FOR SPRINKLERED BUILDINGS WITH FIRE SEPARATION DISTANCES ≥ 20'

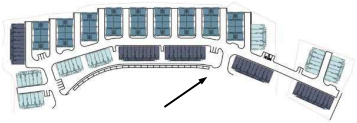
MINIMUM DISTANCE BETWEEN BUILDINGS IS ≥ 22' - REFER TO SITE PLAN

ACCESSIBILITY:
(CBC SECTION 1102A.3.1)
BUILDINGS SHALL COMPLY WITH THE REQUIREMENTS OF CBC CHAPTER 11A AND SECTION 1102A.3.1 SPECIFICALLY



2019 CALGREEN RESIDENTIAL OCCUPANCIES APPLICATION CHECKLIST
SECTION A4.602
Effective January 1, 2020
HCD SHL 615C (New 01/20)

FEATURE OR MEASURE	LEVELS APPLICANT TO SELECT ELECTIVE MEASURES			VERIFICATIONS ENFORCING AGENCY TO SPECIFY VERIFICATION METHOD		
		Prerequisites and Electives[1]		Enforcing Agency	Installer or Designer	Third-Party
	Mandatory	Tier 1	Tier 2	☐ All	☐ All	☐ All
PLANNING AND DESIGN						
Site Development						
4.106.2 A plan is developed and implemented to manage storm water drainage during construction.	☒			☐	☐	☐
4.106.3 Construction plans shall indicate how site grading or a drainage system will manage all surface water flows to keep water from entering buildings.	☒			☐	☐	☐
4.106.4 Provide capability for electric vehicle charging for one- and two-family dwellings; townhouses with attached private garages; multifamily dwellings; and hotels/motels in accordance with Section 4.106.4.1, 4.106.4.2, or 4.106.4.3, as applicable.	☒	☐	☐	☐	☐	☐
WATER EFFICIENCY AND CONSERVATION						
Indoor Water Use						
4.303.1 Plumbing fixtures (water closets and urinals) and fittings (faucets and showerheads) installed in residential buildings shall comply with the prescriptive requirements of Sections 4.303.1.1 through 4.303.1.4.4.	☒			☐	☐	☐
4.303.2 Plumbing fixtures and fittings required in Section 4.303.1 shall be installed in accordance with the *California Plumbing Code*, and shall meet the applicable referenced standards.	☒			☐	☐	☐
Building Maintenance and Operation						
4.410.1 An operation and maintenance manual shall be provided to the building occupant or owner.	☒			☐	☐	☐
ENVIRONMENTAL QUALITY						
Fireplaces						
4.503.1 Any installed gas fireplace shall be a direct-vent sealed-combustion type. Any installed woodstove or pellet stove shall comply with U.S. EPA New Source Performance Standards (NSPS) emission limits as applicable, and shall have a permanent label indicating they are certified to meet the emission limits. Woodstoves, pellet stoves and fireplaces shall also comply with applicable local ordinances.	☒			☐	☐	☐
Pollutant Control						
4.504.1 Duct openings and other related air distribution component openings shall be covered during construction.	☒			☐	☐	☐
4.504.2.1 Adhesives, sealants and caulks shall be compliant with VOC and other toxic compound limits.	☒			☐	☐	☐
4.504.2.2 Paints, stains and other coatings shall be compliant with VOC limits.	☒			☐	☐	☐
4.504.2.3 Aerosol paints and coatings shall be compliant with product-weighted MIR Limits for ROC and other toxic compounds.	☒			☐	☐	☐
4.504.2.4 Documentation shall be provided to verify that compliant VOC limit finish materials have been used.	☒			☐	☐	☐
4.504.3 Carpet and carpet systems shall be compliant with VOC limits.	☒			☐	☐	☐
4.504.4 80% of floor area receiving resilient flooring shall comply with specified VOC criteria.	☒			☐	☐	☐
4.504.5 Particleboard, medium density fiberboard (MDF) and hardwood plywood used in interior finish systems shall comply with low formaldehyde emission standards.	☒			☐	☐	☐
Interior Moisture Control						
4.505.2 Vapor retarder and capillary break is installed at slab-on-grade foundations.	☒			☐	☐	☐
4.505.3 Moisture content of building materials used in wall and floor framing is checked before enclosure.	☒			☐	☐	☐
Environmental Comfort						
4.507.2 Duct systems are sized, designed, and equipment is selected using the following methods: 1. Establish heat loss and heat gain values according to ANSI/ACCA 2 Manual J - 2016 or equivalent. 2. Size duct systems according to ANSI/ACCA 1 Manual D - 2016 or equivalent. 3. Select heating and cooling equipment according to ANSI/ACCA 3 Manual S - 2014 or equivalent.	☒			☐	☐	☐
INSTALLER AND SPECIAL INSPECTOR QUALIFICATIONS						
Qualifications						
702.1 HVAC system installers are trained and certified in the proper installation of HVAC systems.	☒			☐	☐	☐
702.2 Special inspectors employed by the enforcing agency must be qualified and able to demonstrate competence in the discipline they are inspecting.	☒			☐	☐	☐
Verifications						
703.1 Verification of compliance with this code may include construction documents, plans, specifications, builder or installer certification, inspection reports, or other methods acceptable to the enforcing agency which show substantial conformance.	☒			☐	☐	☐



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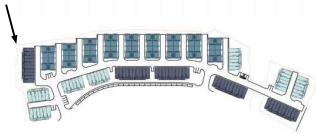
RENDERING I

A-1.5



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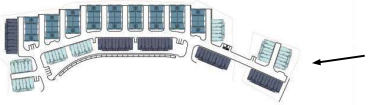
RENDERING II

A-1.6



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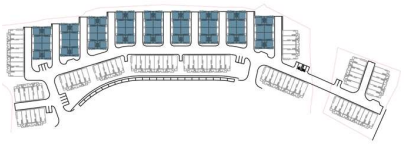
RENDERING III

A-1.7



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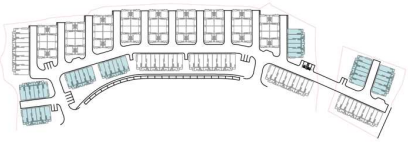
BACK-TO-BACK ELEVATION

A-1.8



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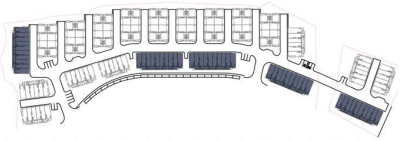
6-UNIT TANDEM TOWN ELEVATION

A-1.9



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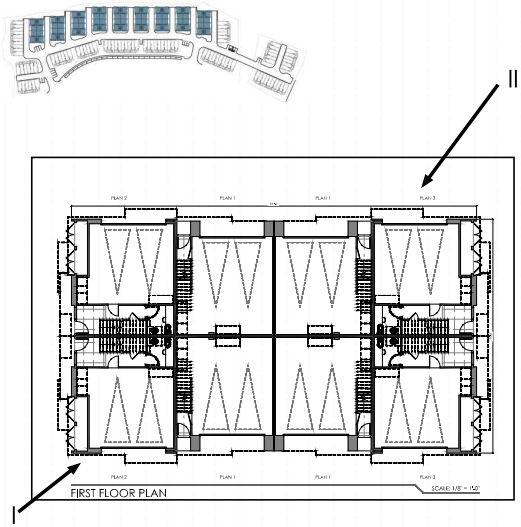
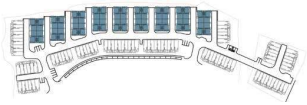
10-UNIT TANDEM TOWN ELEVATION

A-1.10



PERSPECTIVE I

PERSPECTIVE II



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

FRONT ELEVATION

SCALE: 1/8" = 1'-0"

REAR ELEVATION

SCALE: 1/8" = 1'-0"

LEFT ELEVATION

SCALE: 1/8" = 1'-0"

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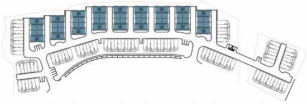
BACK-TO-BACK ELEVATIONS
COLOR SCHEME 6

A-2.2



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

FRONT ELEVATION

SCALE: 1/8" = 1'-0"

REAR ELEVATION

SCALE: 1/8" = 1'-0"

LEFT ELEVATION

SCALE: 1/8" = 1'-0"

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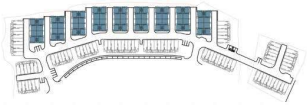
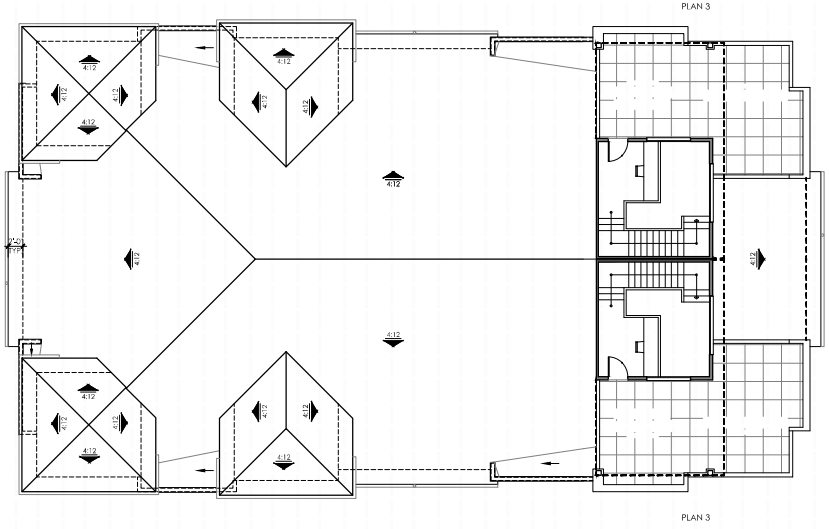
BACK-TO-BACK DIMENSIONED ELEVATIONS

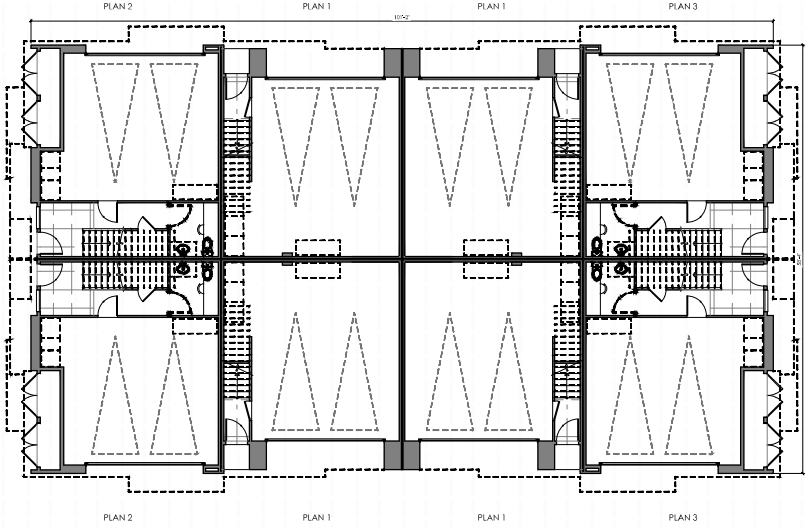
A-2.3





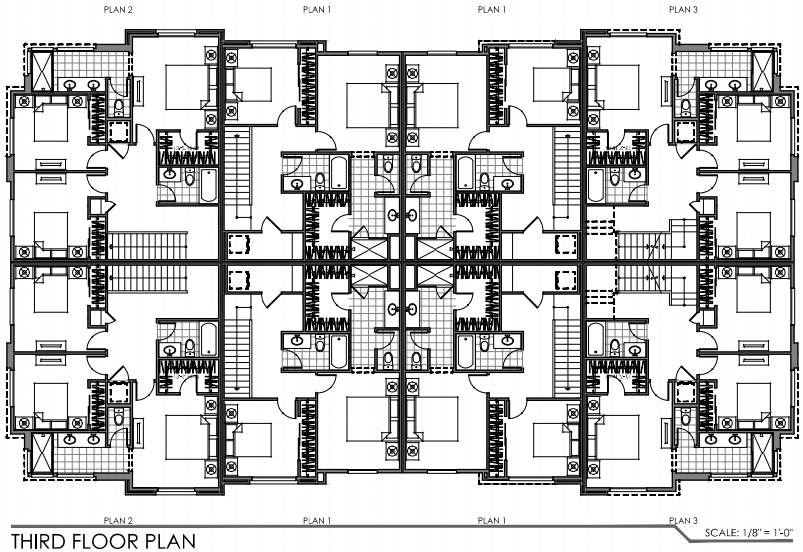
OCCUPIED ROOF TERRACE PLAN

SCALE: 1/8" = 1'-0"



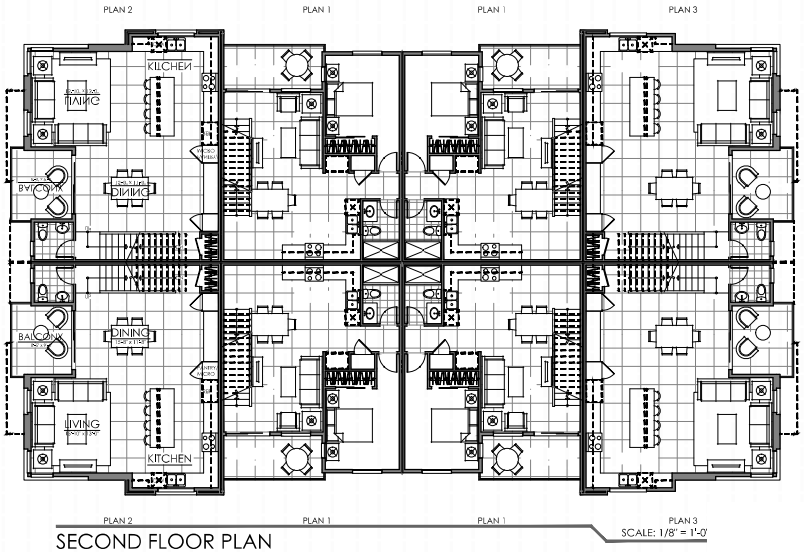
FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

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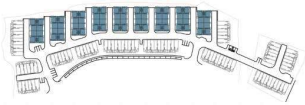
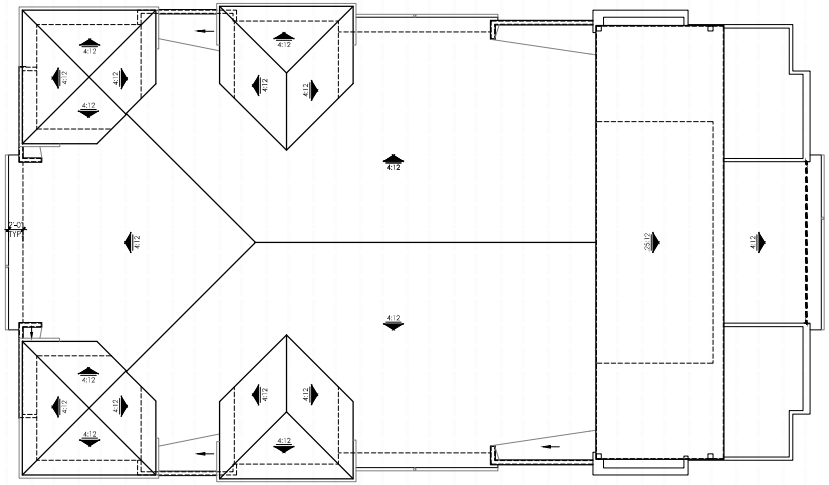
BACK-TO-BACK BUILDING PLAN

A-2.4





ROOF PLAN

SCALE: 1/8" = 1'-0"

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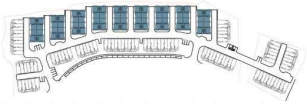
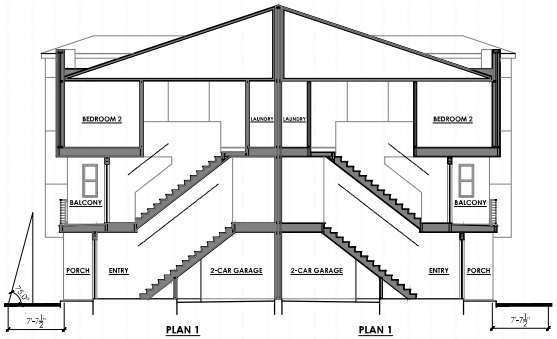
BACK-TO-BACK ROOF PLAN

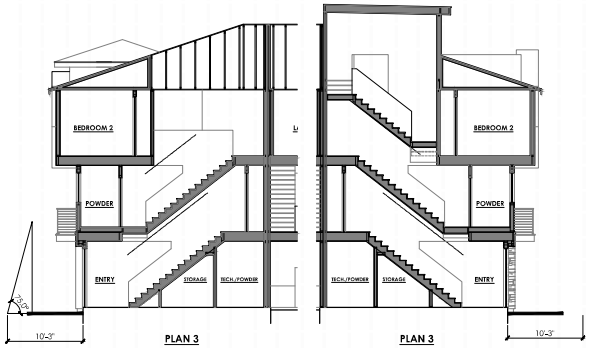
A-2.5





LADDER PADS - PLAN 1

SCALE: 1/8" = 1'-0"



LADDER PADS - PLAN 3

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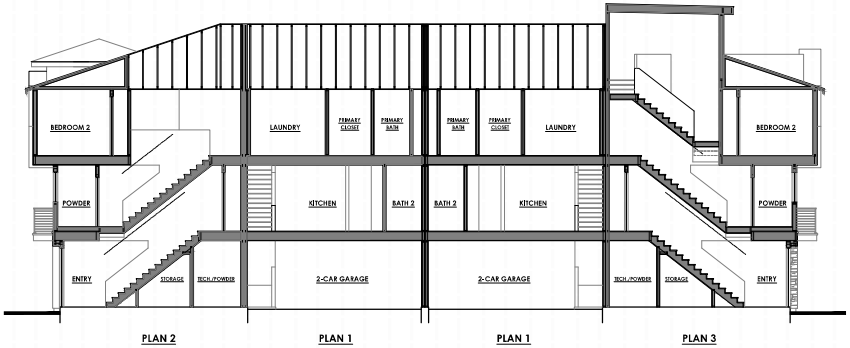
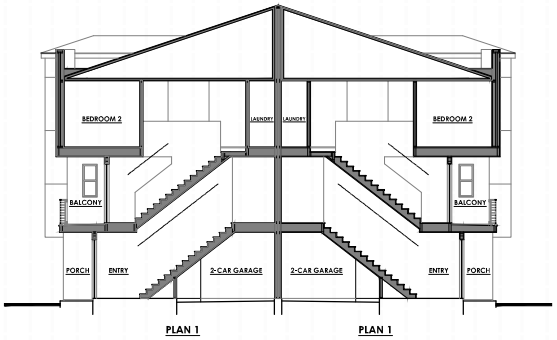


SECTION A-A

SCALE: 1/8" = 1'-0"



SECTION B-B

SCALE: 1/8" = 1'-0"

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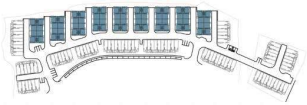
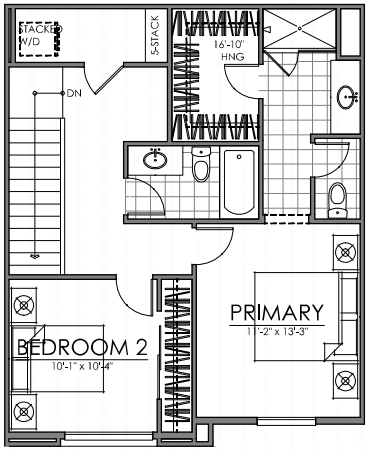
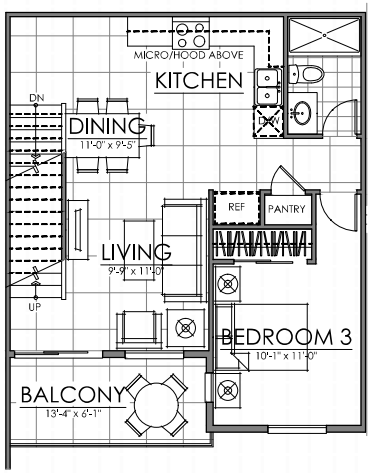
BACK-TO-BACK LADDER PADS & SECTIONS

A-2.6

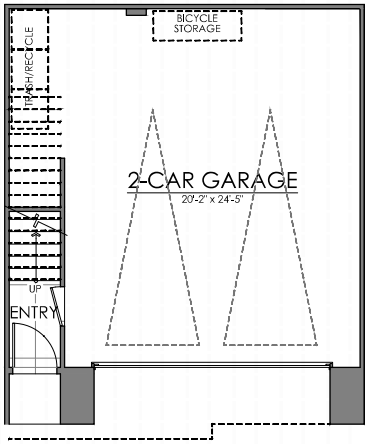




PLAN 1
THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 1
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 1
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN 1		
FIRST FLOOR		77 SQ. FT.
GARAGE	540 SQ. FT.	
SECOND FLOOR		631 SQ. FT.
BALCONY	84 SQ. FT.	
THIRD FLOOR		659 SQ. FT.
TOTAL LIVING		**1367 SQ. FT.**

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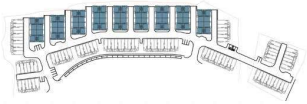
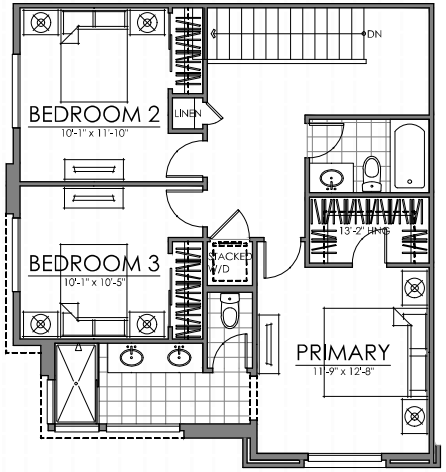
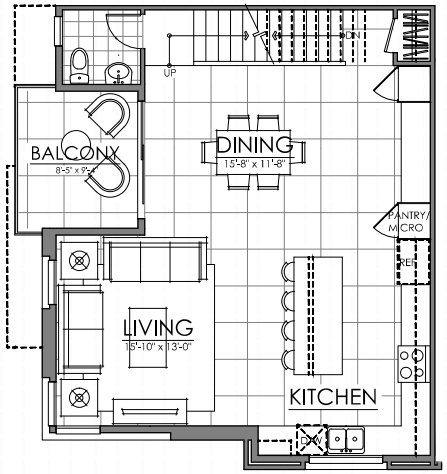
BACK-TO-BACK UNIT PLAN
PLAN 1

A-2.7

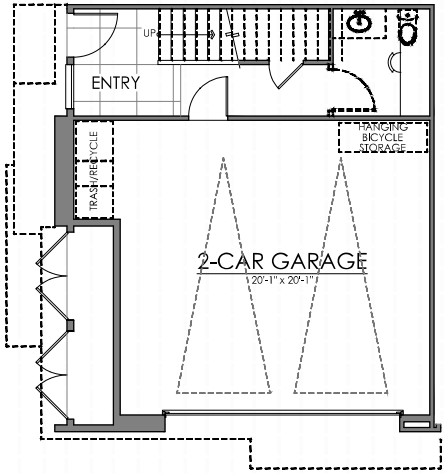




PLAN 2
THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 2
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 2
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN 2

FIRST FLOOR		197 SQ. FT.
GARAGE	471 SQ. FT.	
SECOND FLOOR		730 SQ. FT.
BALCONY	79 SQ. FT.	
THIRD FLOOR		811 SQ. FT.
TOTAL LIVING		**1738 SQ. FT.**

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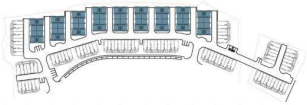
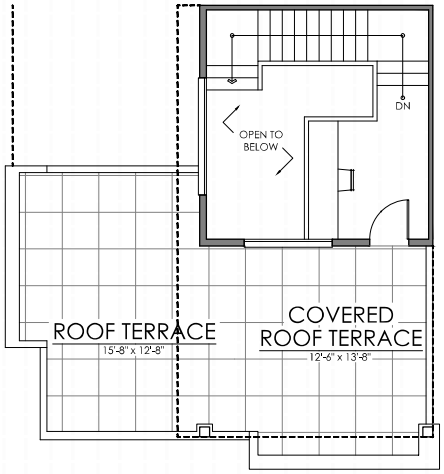
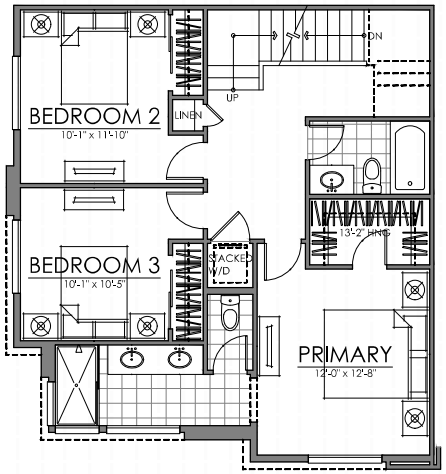
BACK-TO-BACK UNIT PLAN
PLAN 2

A-2.8

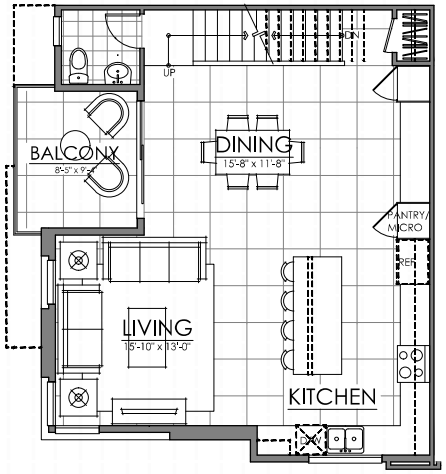




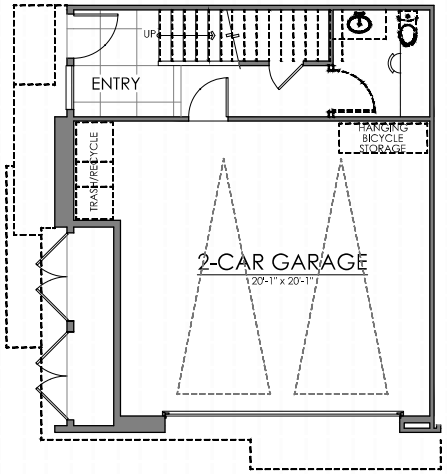
PLAN 3
OCCUPIED ROOF TERRACE PLAN
SCALE: 1/4" = 1'-0"



PLAN 3
THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 3
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 3
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN 3		
FIRST FLOOR		197 SQ. FT.
GARAGE	471 SQ. FT.	
SECOND FLOOR		730 SQ. FT.
BALCONY	79 SQ. FT.	
THIRD FLOOR		800 SQ. FT.
TERRACE LEVEL LIVING		82 SQ. FT.
ROOF TERRACE	467 SQ. FT.	
TOTAL LIVING		**1809 SQ. FT.**

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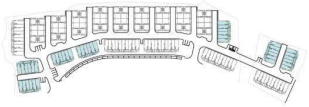
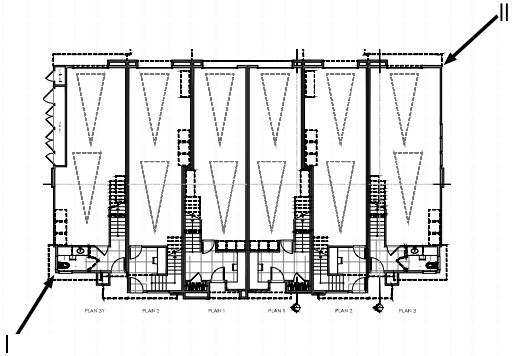
BACK-TO-BACK UNIT PLAN
PLAN 3

A-2.9





PERSPECTIVE I

PERSPECTIVE II

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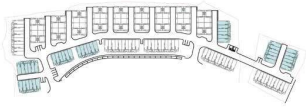
6-UNIT TANDEM TOWNS PERSPECTIVES
SCHEME 4

A-3.1



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

FRONT ELEVATION

SCALE: 1/8" = 1'-0"

REAR ELEVATION

SCALE: 1/8" = 1'-0"

LEFT ELEVATION

SCALE: 1/8" = 1'-0"

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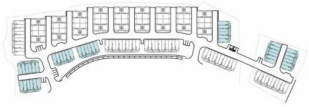
6-UNIT TANDEM TOWNS ELEVATIONS
COLOR SCHEME 4

A-3.2



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

FRONT ELEVATION

SCALE: 1/8" = 1'-0"

REAR ELEVATION

SCALE: 1/8" = 1'-0"

LEFT ELEVATION

SCALE: 1/8" = 1'-0"

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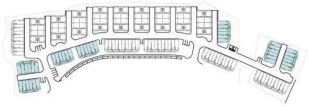
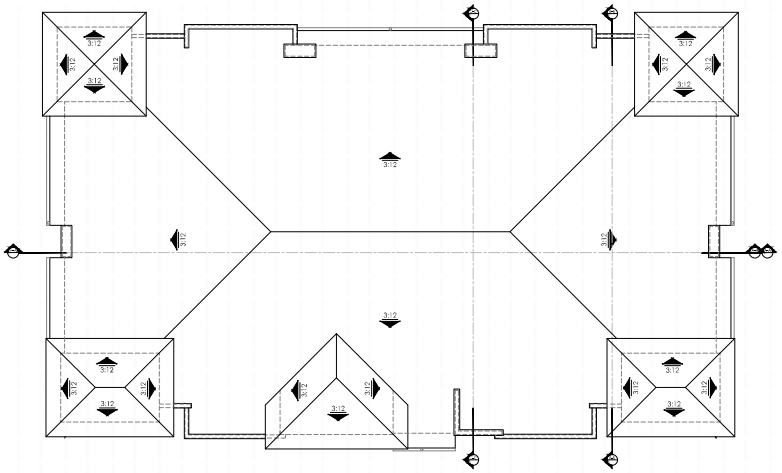
6-UNIT TANDEM TOWNS DIMENSIONED ELEVATIONS

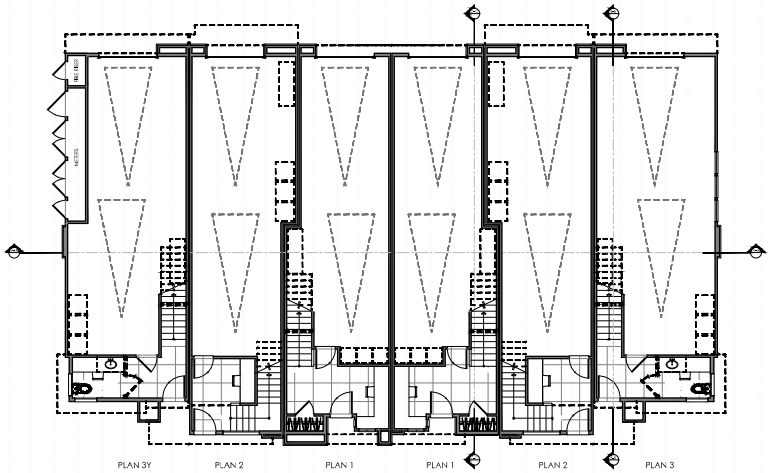
A-3.3





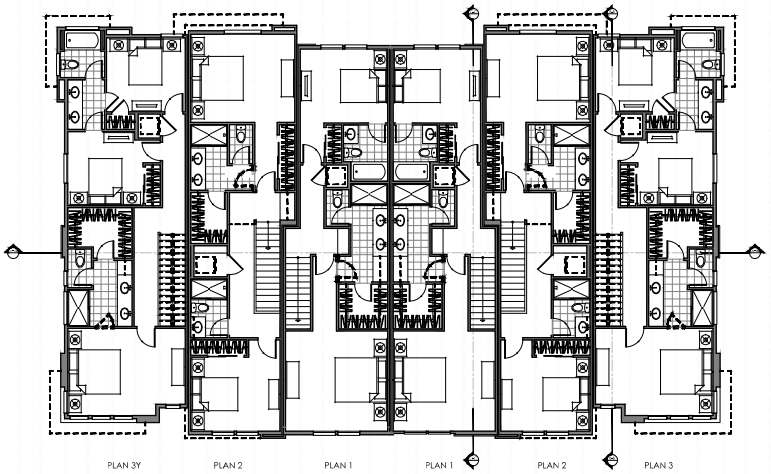
ROOF PLAN

SCALE: 1/8" = 1'-0"



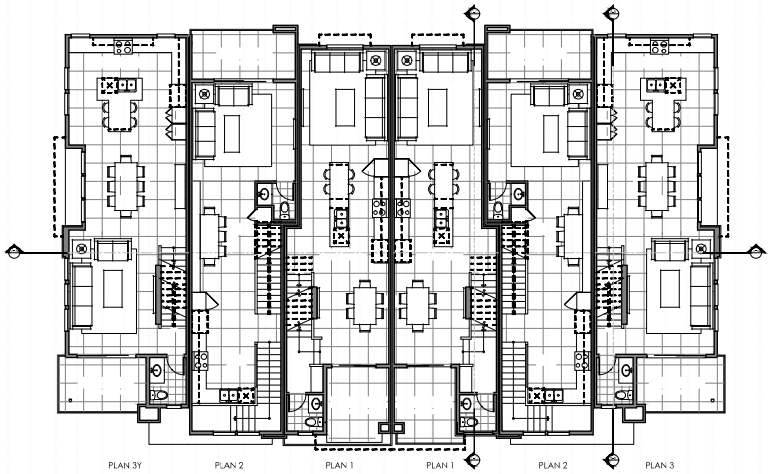
FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

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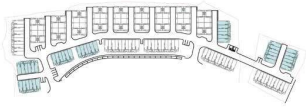
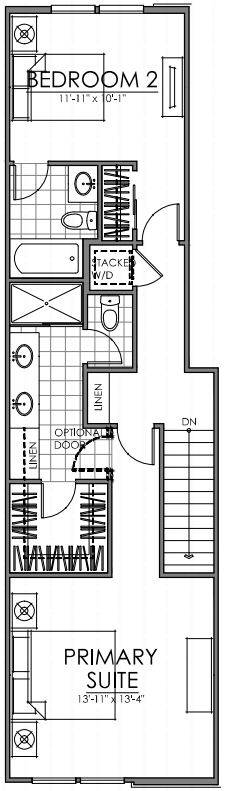
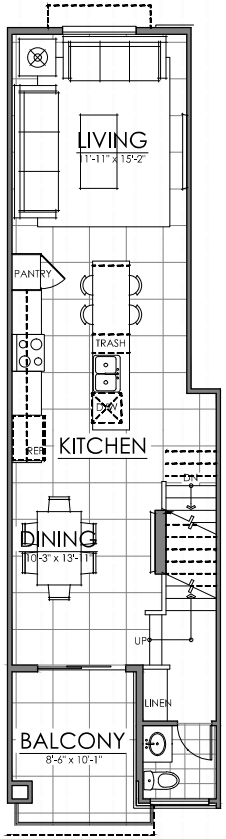
6-UNIT TANDEM TOWNS BUILDING PLAN & ROOF PLAN

A-3.4

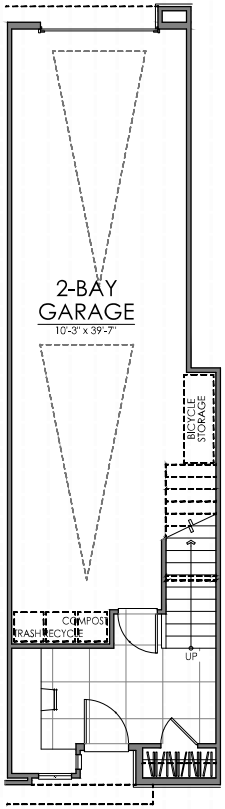




PLAN 1
THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 1
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 1
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN 1

FIRST FLOOR		186 SQ. FT.
GARAGE	510 SQ. FT.	
SECOND FLOOR		639 SQ. FT.
BALCONY	87 SQ. FT.	
THIRD FLOOR		683 SQ. FT.
TOTAL LIVING		**1508 SQ. FT.**

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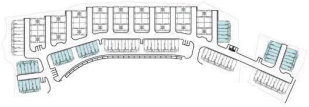
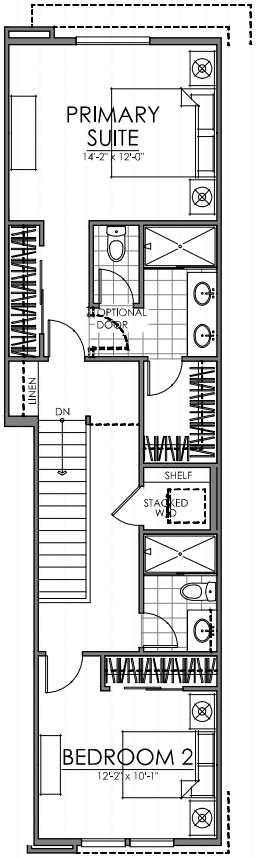
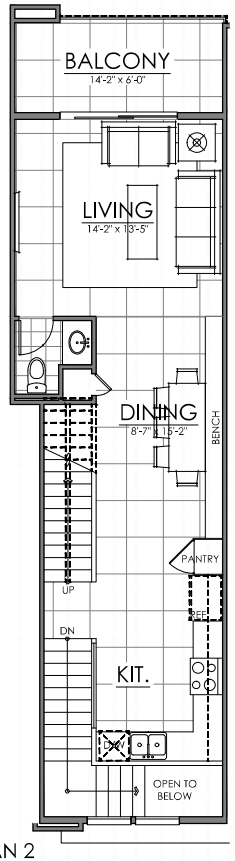
6-UNIT TANDEM TOWNS UNIT PLAN 1

A-3.5

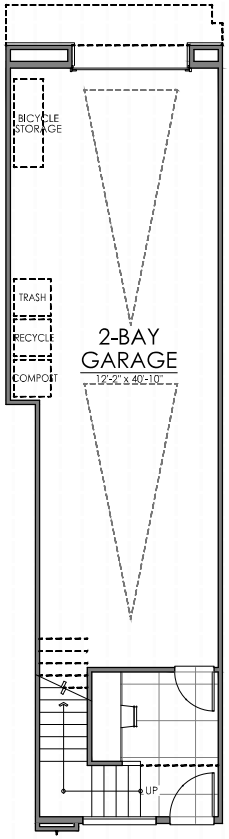




PLAN 2
THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 2
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 2
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN 2

FIRST FLOOR		143 SQ. FT.
GARAGE	566 SQ. FT.	
SECOND FLOOR		576 SQ. FT.
BALCONY	108 SQ. FT.	
THIRD FLOOR		751 SQ. FT.
TOTAL LIVING		**1470 SQ. FT.**

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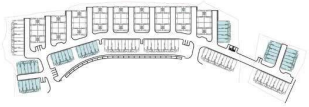
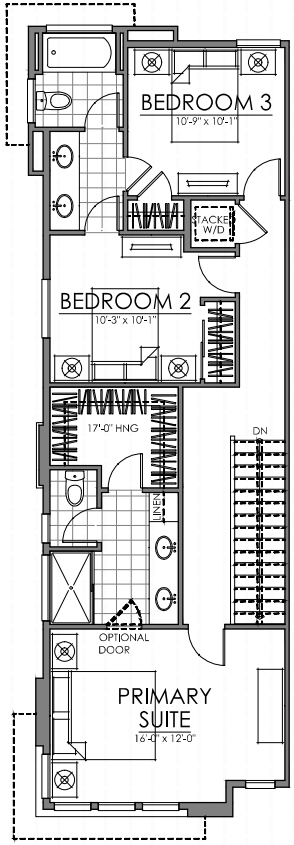
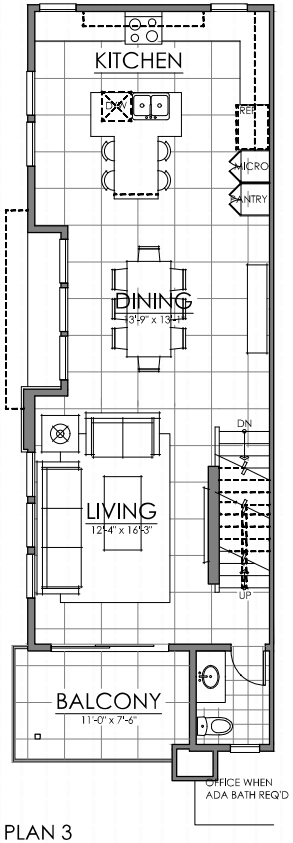
6-UNIT TANDEM TOWNS UNIT PLAN 2

A-3.6

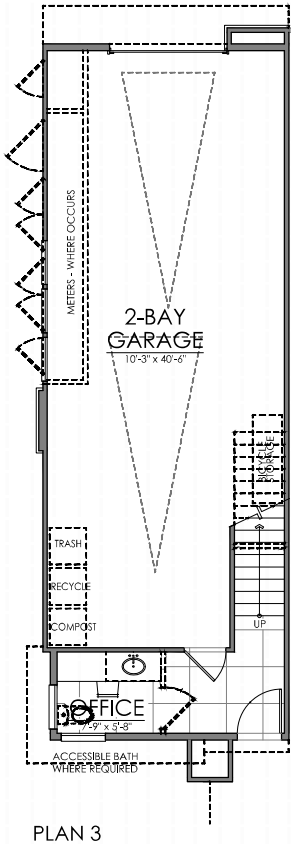




PLAN 3
THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 3
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 3
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN 3

FIRST FLOOR		153 SQ. FT.
GARAGE	638 SQ. FT.	
SECOND FLOOR		753 SQ. FT.
BALCONY	91 SQ. FT.	
THIRD FLOOR		883 SQ. FT.
TOTAL LIVING		**1789 SQ. FT.**

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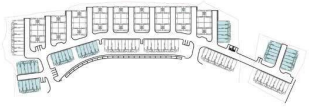
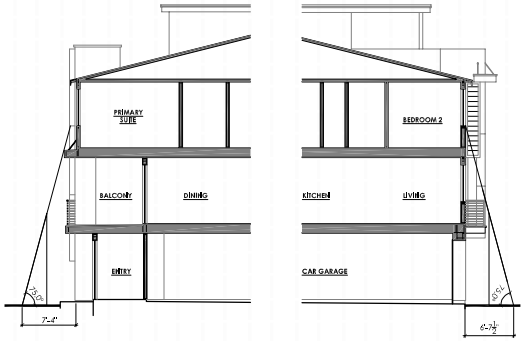
6-UNIT TANDEM TOWNS UNIT PLAN 3

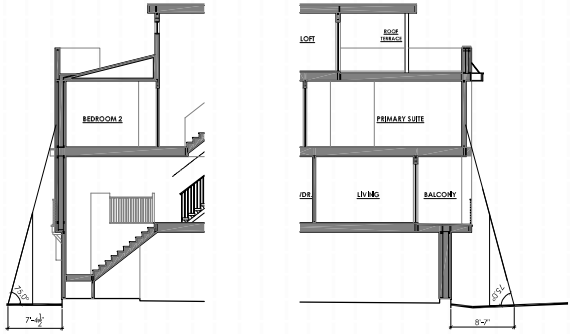
A-3.7





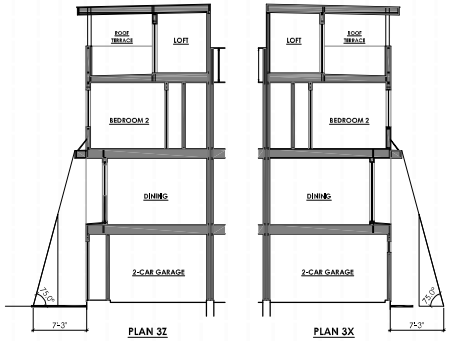
LADDER PADS - PLAN 1

SCALE: 1/8" = 1'-0"



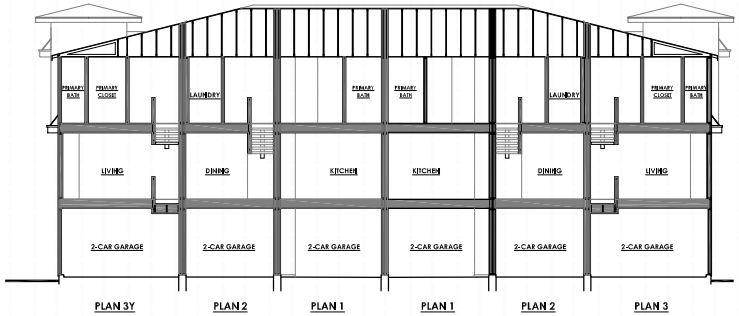
LADDER PADS - PLAN 2

SCALE: 1/8" = 1'-0"



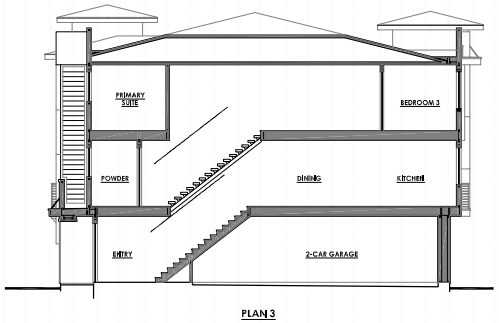
LADDER PADS - PLAN 3

SCALE: 1/8" = 1'-0"



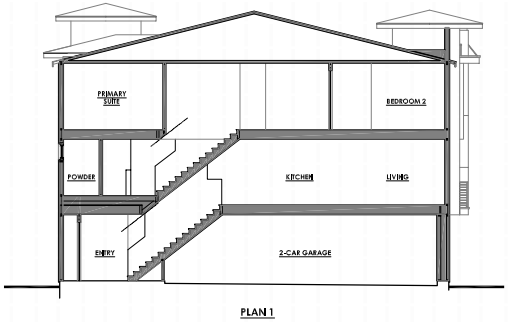
SECTION A-A

SCALE: 1/8" = 1'-0"



SECTION B-B

SCALE: 1/8" = 1'-0"



SECTION C-C

SCALE: 1/8" = 1'-0"

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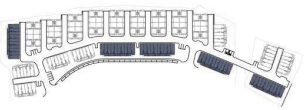
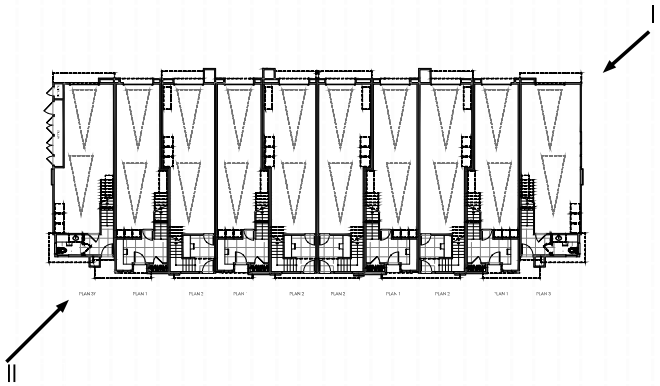
6-UNIT TANDEM TOWNS LADDER PADS & SECTIONS

A-3.8





PERSPECTIVE I

PERSPECTIVE II

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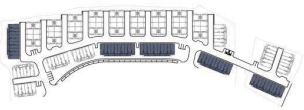
10-UNIT TANDEM TOWNS PERSPECTIVES
COLOR SCHEME 5

A-4.1



FRONT ELEVATION

SCALE: 1/8" = 1'-0"

REAR ELEVATION

SCALE: 1/8" = 1'-0"

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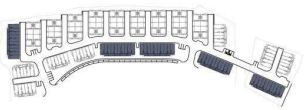
10-UNIT TANDEM TOWNS ELEVATIONS
COLOR SCHEME 5

A-4.2



LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

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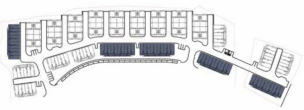
10-UNIT TANDEM TOWNS ELEVATIONS
COLOR SCHEME 5

A-4.3



FRONT ELEVATION

SCALE: 1/8" = 1'-0"

LEFT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

REAR ELEVATION

SCALE: 1/8" = 1'-0"

RIGHT SIDE ELEVATION

SCALE: 1/8" = 1'-0"

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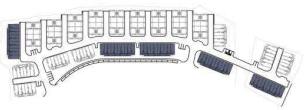
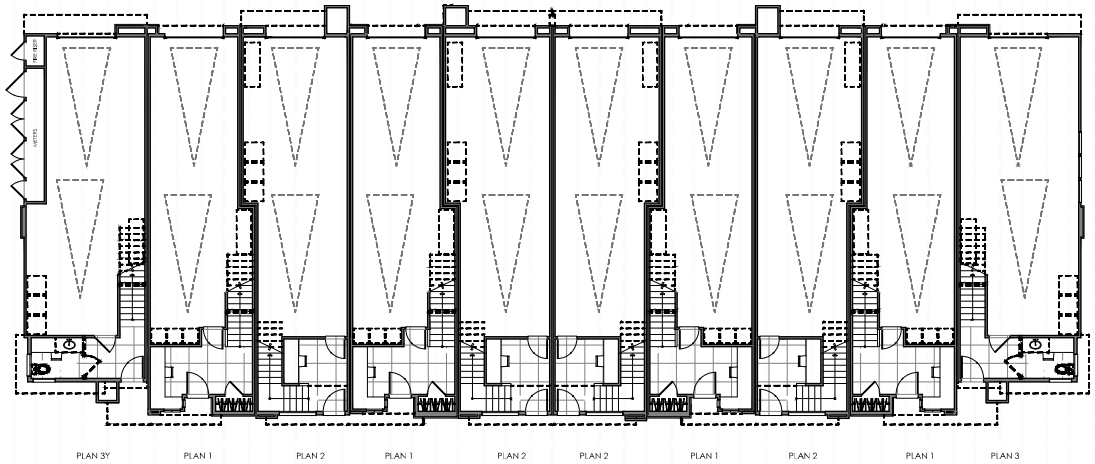
10-UNIT TANDEM TOWNS DIMENSIONED ELEVATIONS

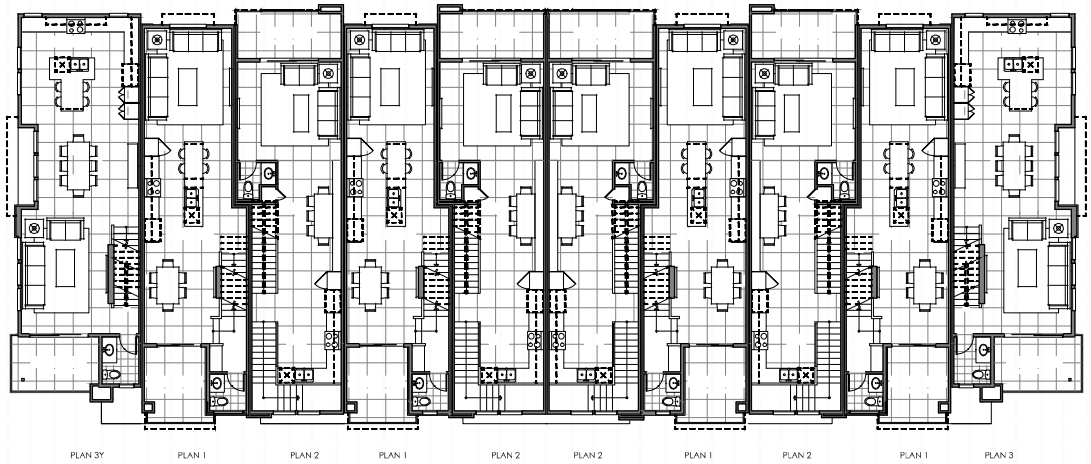
A-4.4





FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"



SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

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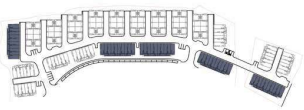
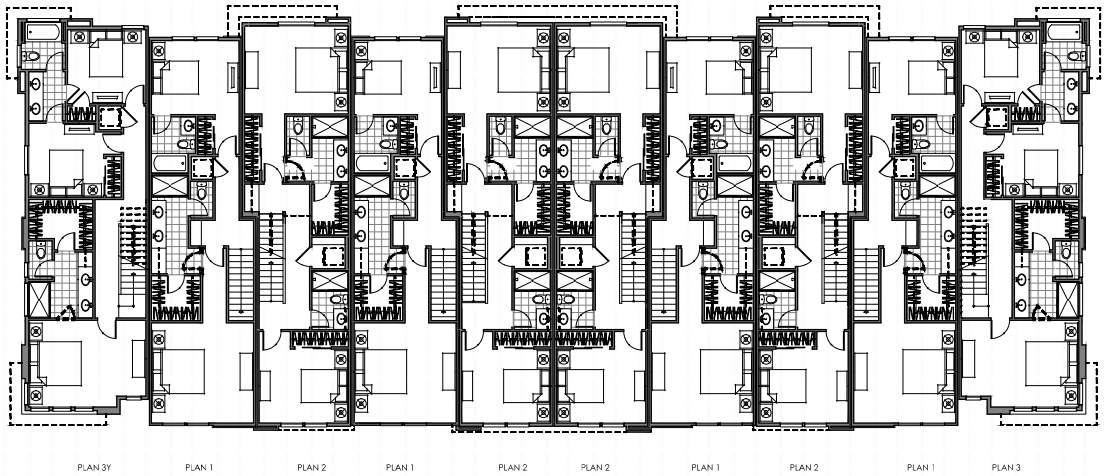
10-UNIT TANDEM TOWNS BUILDING PLANS
FIRST FLOOR & SECOND FLOOR

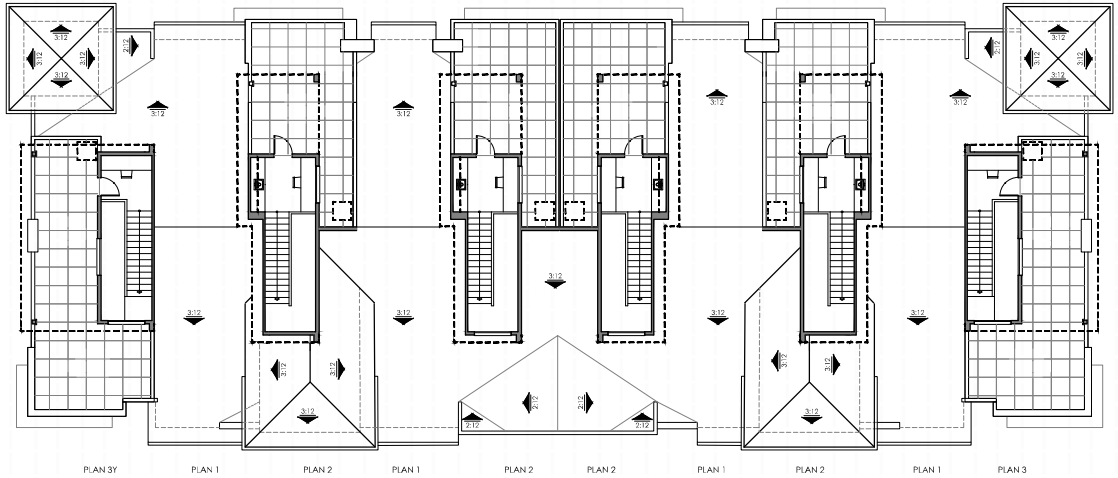
A-4.5





THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"



OCCUPIED ROOF DECK PLAN

SCALE: 1/8" = 1'-0"

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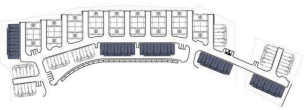
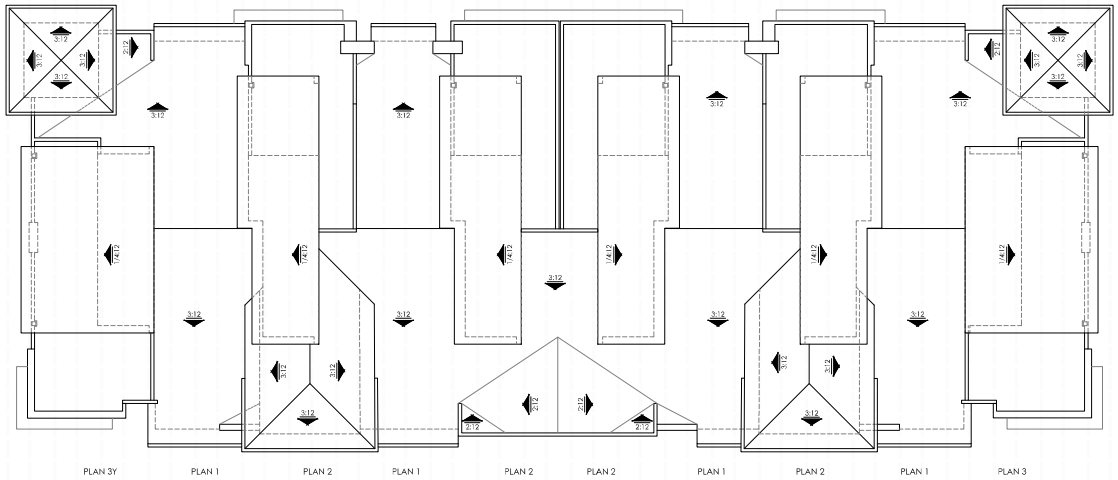
10-UNIT TANDEM TOWNS BUILDING PLANS
THIRD FLOOR & ROOF DECK

A-4.6





ROOF PLAN

SCALE: 1/8" = 1'-0"

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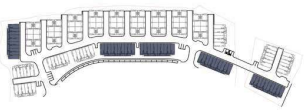
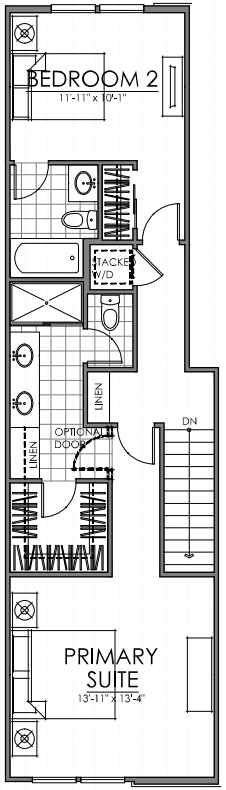
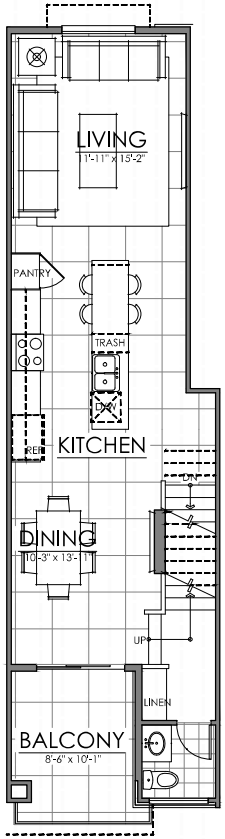
10-UNIT TANDEM TOWNS ROOF PLAN

A-4.7

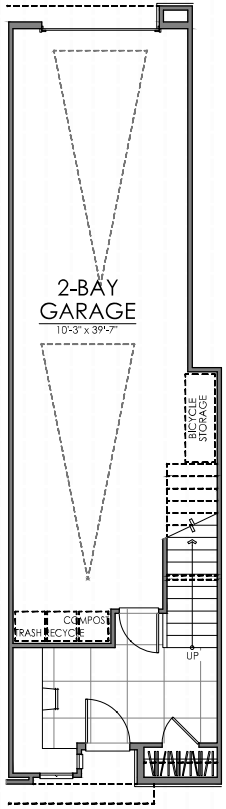




PLAN 1
THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 1
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 1
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN 1

FIRST FLOOR		186 SQ. FT.
GARAGE	510 SQ. FT.	
SECOND FLOOR		639 SQ. FT.
BALCONY	89 SQ. FT.	
THIRD FLOOR		683 SQ. FT.
TOTAL LIVING		**1508 SQ. FT.**

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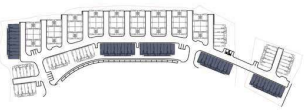
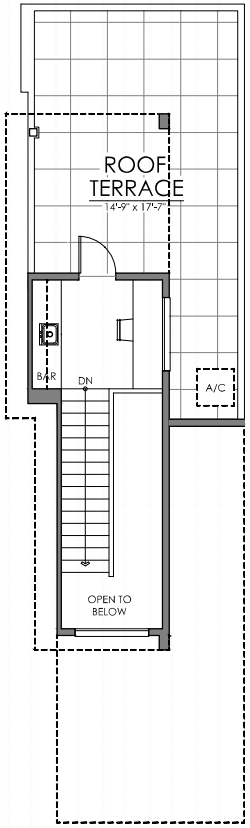
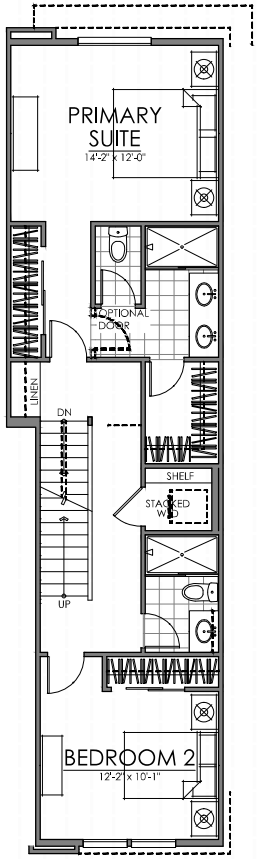
10-UNIT TANDEM TOWNS UNIT PLAN 1

A-4.8

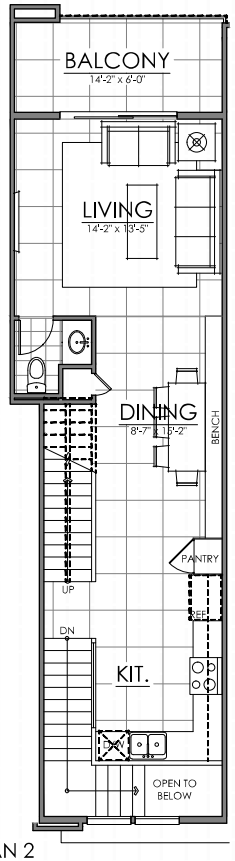




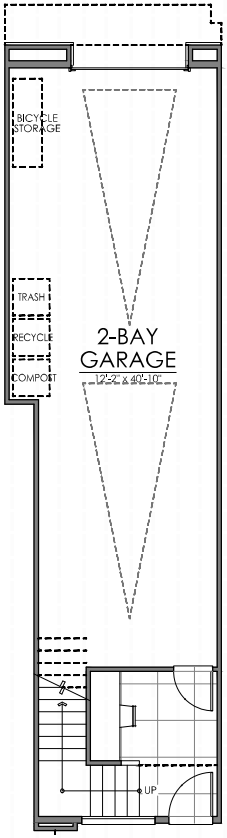
PLAN 2
ROOF TERRACE FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 2
THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 2
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 2
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN 2

FIRST FLOOR		143 SQ. FT.
GARAGE	566 SQ. FT.	
SECOND FLOOR		576 SQ. FT.
BALCONY	108 SQ. FT.	
THIRD FLOOR		751 SQ. FT.
TERRACE LEVEL LIVING		77 SQ. FT.
ROOF TERRACE	294 SQ. FT.	
TOTAL LIVING		**1547 SQ. FT.**

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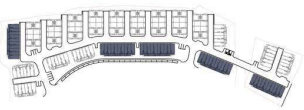
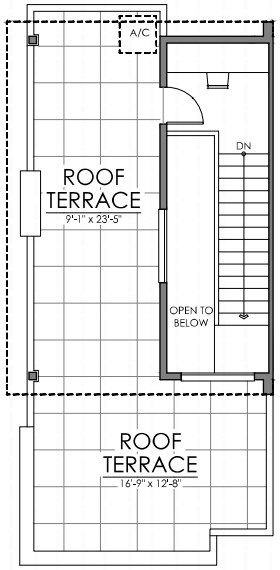
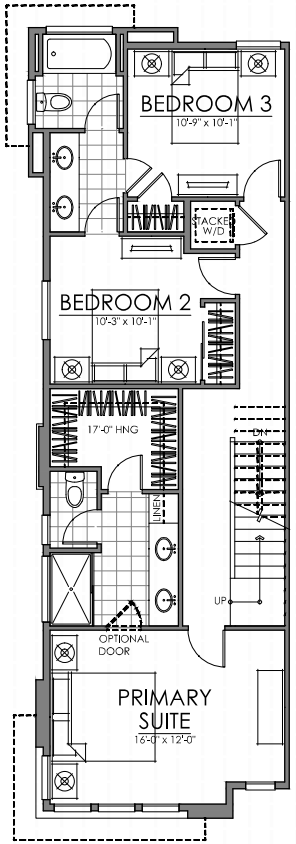
10-UNIT TANDEM TOWNS UNIT PLAN 2

A-4.9

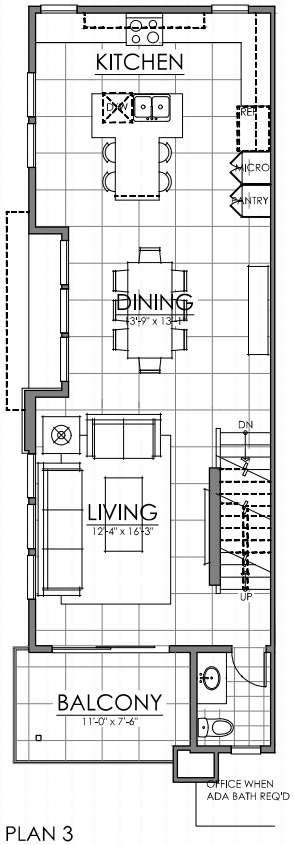




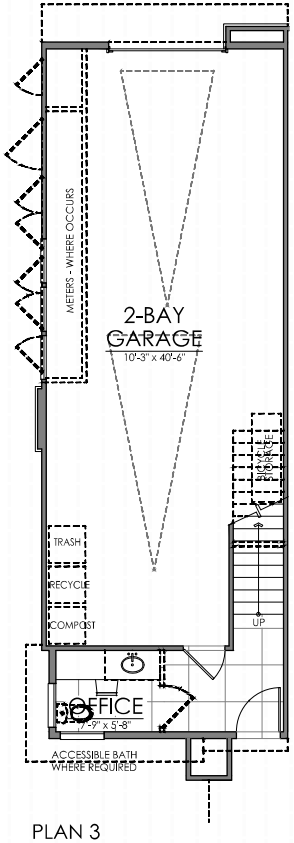
PLAN 3
ROOF TERRACE FLOOR PLAN
SCALE: 1/4" = 1'-0"



PLAN 3
THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"



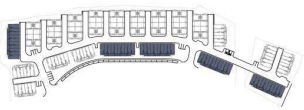
PLAN 3
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

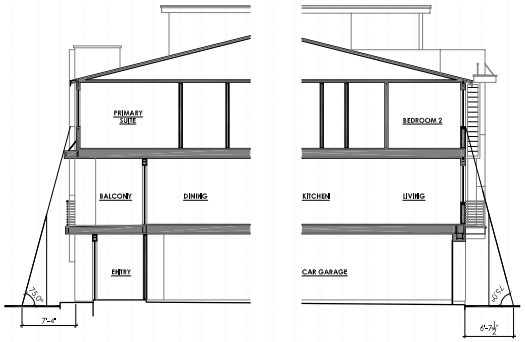


PLAN 3
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN 3

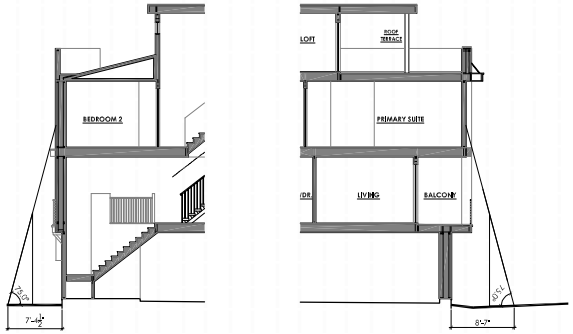
FIRST FLOOR		153 SQ. FT.
GARAGE	638 SQ. FT.	
SECOND FLOOR		753 SQ. FT.
BALCONY	91 SQ. FT.	
THIRD FLOOR		883 SQ. FT.
TERRACE LEVEL LIVING		57 SQ. FT.
ROOF TERRACE	435 SQ. FT.	
TOTAL LIVING		**1846 SQ. FT.**





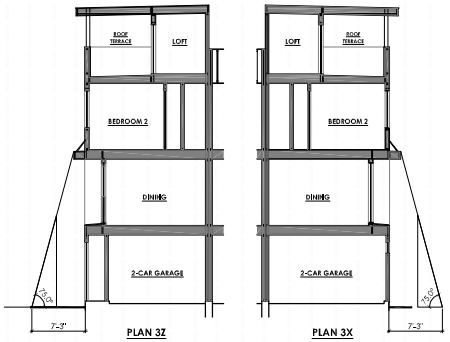
LADDER PADS - PLAN 1

SCALE: 1/8" = 1'-0"



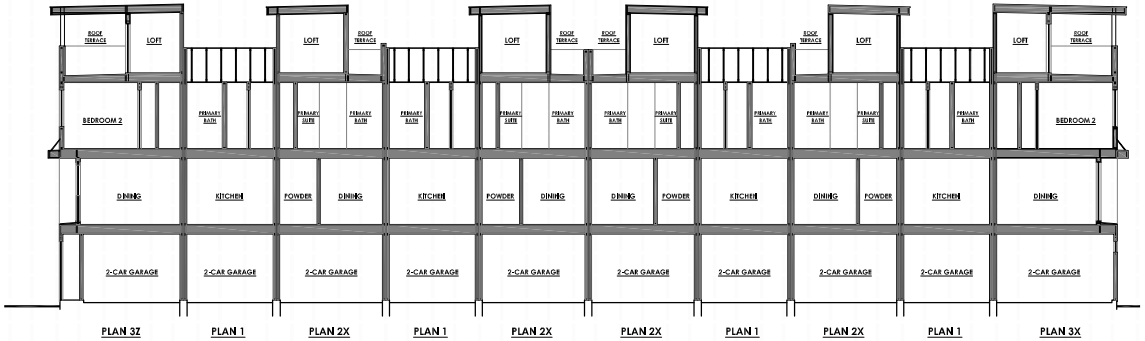
LADDER PADS - PLAN 2

SCALE: 1/8" = 1'-0"



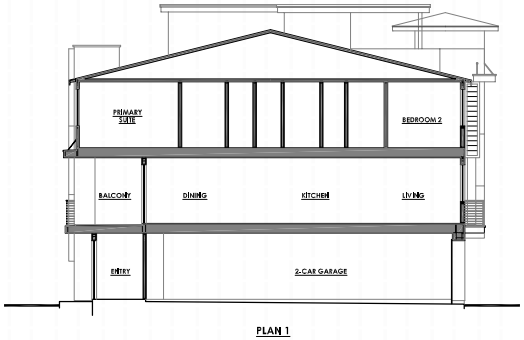
LADDER PADS - PLAN 3

SCALE: 1/8" = 1'-0"



SECTION A-A

SCALE: 1/8" = 1'-0"



SECTION B-B

SCALE: 1/8" = 1'-0"

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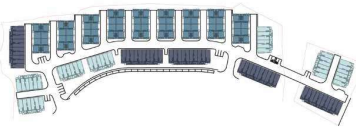
10-UNIT TANDEM TOWNS LADDER PADS & SECTIONS

A-4.11



SCHEME 1

ROOF
GEORGETOWN GRAY

STUCCO I
SW 9165 GOSSAMER VEIL

STUCCO II
SW 7746 RUSHING RIVER

8" SIDING | TRIM
SW 2846 ROYCROFT BRONZE GREEN

FASCIA
SW 7069 IRON ORE

GARAGE DOOR
SW 7069 IRON ORE

ENTRY DOOR
SW 9142 MOSCOW MIDNIGHT

STONE | EL DORADO STONE
BIRCH | LEDGECUT 33

SERENITY II | BACK TO BACK | TANDEM TOWNS 11.02.2023
LIVERMORE, CALIFORNIA

SCHEME 2

ROOF
MOIRE BLACK

STUCCO I
SW 7641 COLONNADE GRAY

STUCCO II
SW 7005 PURE WHITE

8" SIDING | TRIM
SW 7669 SUMMIT GRAY

FASCIA
SW 2849 WESTCHESTER GRAY

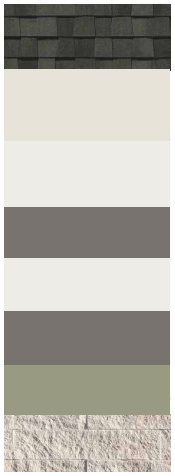
GARAGE DOOR
SW 2849 WESTCHESTER GRAY

ENTRY DOOR
SW 6047 HOT COCOA

STONE | EL DORADO STONE
WHITE ELM | VANTAGE 30

SERENITY II | BACK TO BACK | TANDEM TOWNS 11.02.2023
LIVERMORE, CALIFORNIA

SCHEME 3



ROOF
MOIRE BLACK

STUCCO I
SW 7009 PEARLY WHITE

STUCCO II
SW 7005 PURE WHITE

8" SIDING | TRIM
SW 7019 GAUNTLET GRAY

FASCIA
SW 7005 PURE WHITE

GARAGE DOOR
SW 7019 GAUNTLET GRAY

ENTRY DOOR
SW 9128 GREEN ONYX

STONE | EL DORADO STONE
WHITE ELM | VANTAGE 30

SERENITY II | BACK TO BACK | TANDEM TOWNS 11.02.2023
LIVERMORE, CALIFORNIA

SCHEME 4

ROOF
WEATHERED WOOD

STUCCO I
SW 7506 LOGGIA

STUCCO II
SW 9171 FELTED WOOL

8" SIDING | TRIM
SW 2848 ROYCROFT PEWTER

FASCIA
SW 7048 URBANE BRONZE

GARAGE DOOR
SW 7048 URBANE BRONZE

ENTRY DOOR
SW 2806 ROOKWOOD BROWN

STONE | EL DORADO STONE
WHITE ELM | VANTAGE 30

SERENITY II | BACK TO BACK | TANDEM TOWNS 11.02.2023
LIVERMORE, CALIFORNIA

SCHEME 5

ROOF
MOIRE BLACK

STUCCO I
SW 7023 REQUISITE GRAY

STUCCO II
SW 7627 WHITE HERON

8" SIDING | TRIM
SW 9098 BAKED COOKIES

FASCIA
SW 7048 URBANE BRONZE

GARAGE DOOR
SW 7048 URBANE BRONZE

ENTRY DOOR
SW 7048 URBANE BRONZE

STONE | EL DORADO STONE
BIRCH | LEDGECUT 33

SERENITY II | BACK TO BACK | TANDEM TOWNS 11.02.2023
LIVERMORE, CALIFORNIA

SCHEME 6

ROOF
MOIRE BLACK

STUCCO I
SW 7036 ACCESSIBLE BEIGE

STUCCO II
SW 9168 ELEPHANT EAR

8" SIDING | TRIM
SW 6020 MAROONED

FASCIA
SW 7047 PORPOISE

GARAGE DOOR
SW 7047 PORPOISE

ENTRY DOOR
SW 7076 CYBERSPACE

STONE | EL DORADO STONE
WHITE ELM | VANTAGE 30

SERENITY II | BACK TO BACK | TANDEM TOWNS 11.02.2023
LIVERMORE, CALIFORNIA

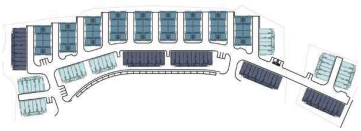
SHEA - AURA
LIVERMORE, CA

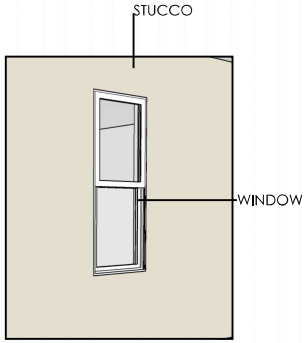
SHEA HOMES

DESIGN REVIEW
MARCH 01, 2024

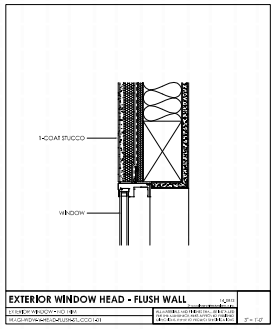
BACK-TO-BACK & TANDEM TOWNS COLOR/MATERIAL SCHEMES

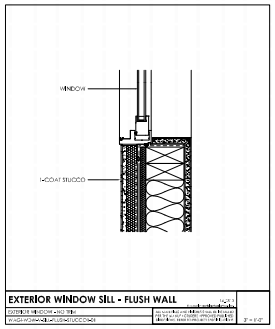
A-5.1

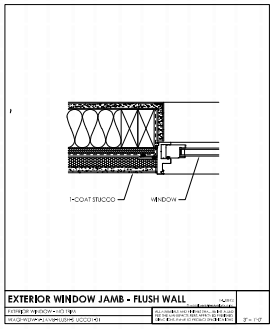


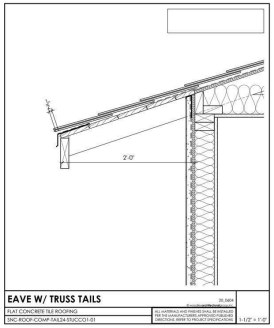


FLUSH WINDOW NO TRIM

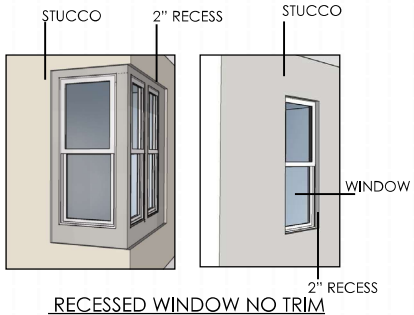




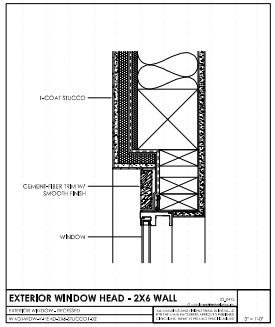


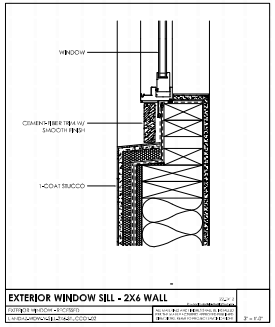


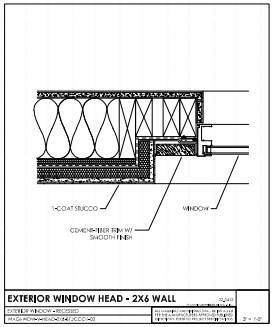
24" ROOF OVERHANG

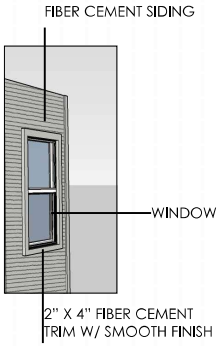


RECESSED WINDOW NO TRIM

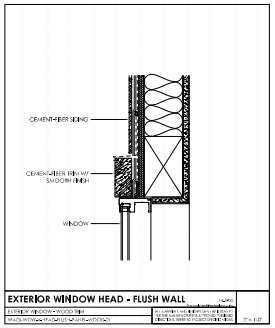


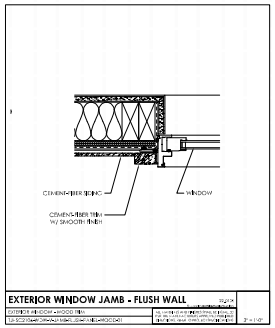






FLUSH WINDOW W/ TRIM





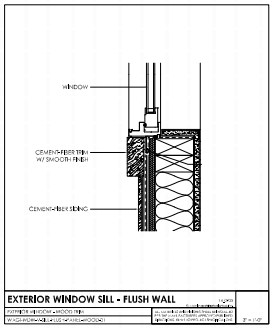
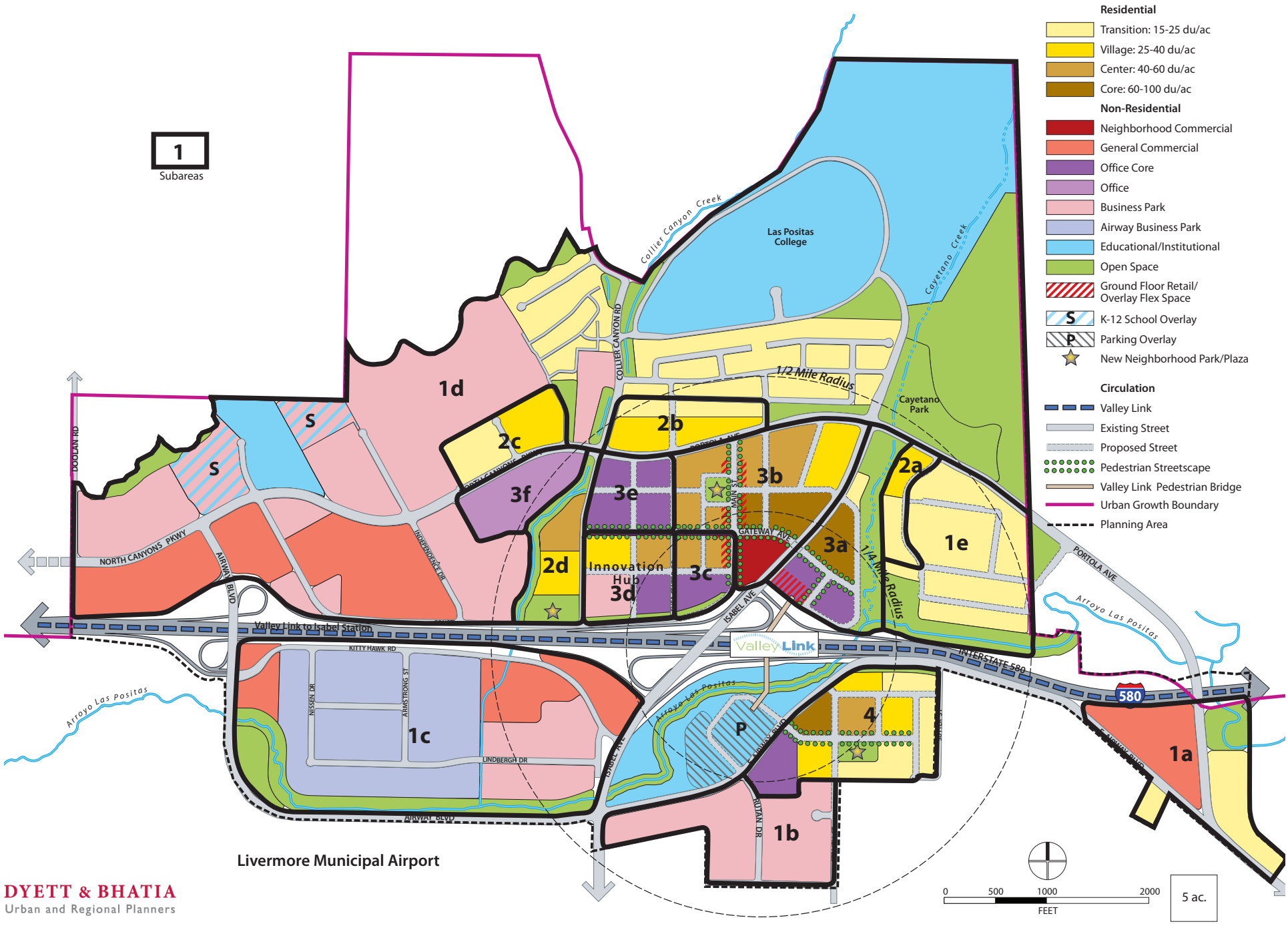
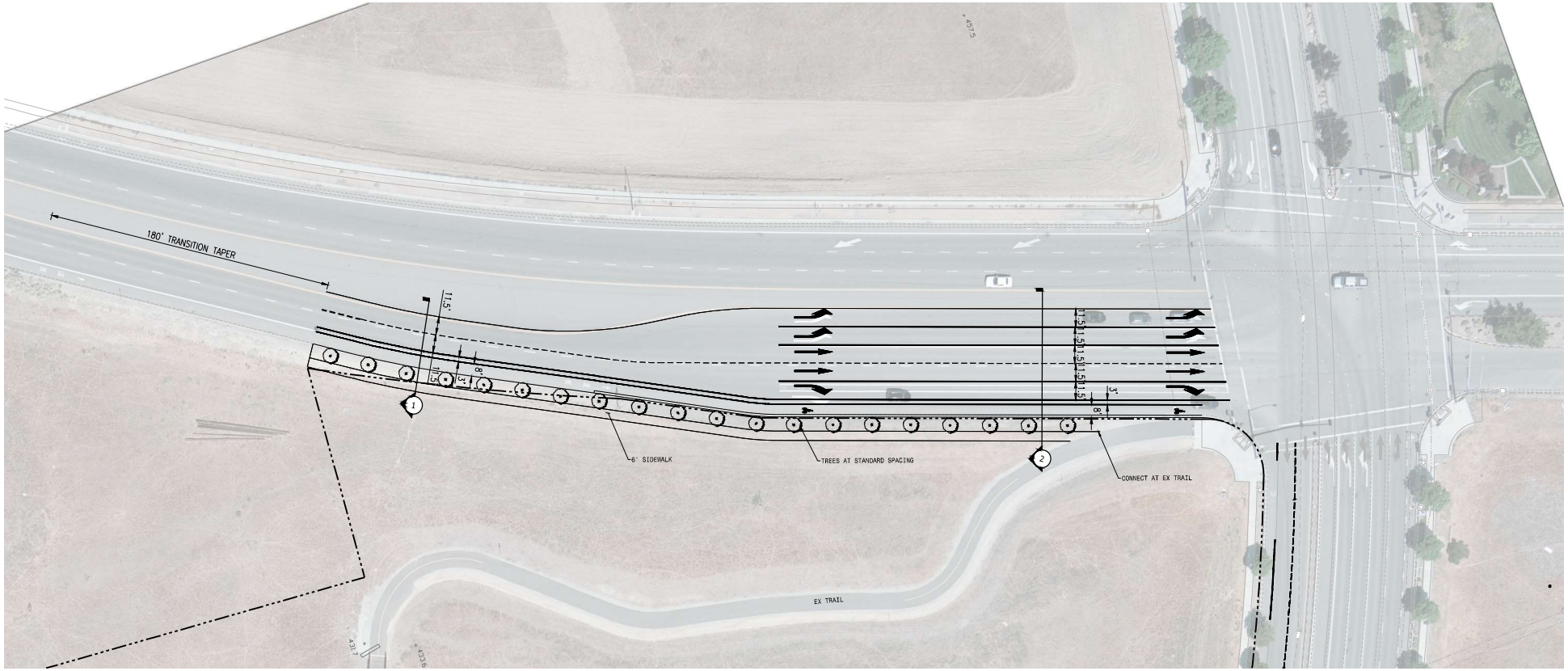
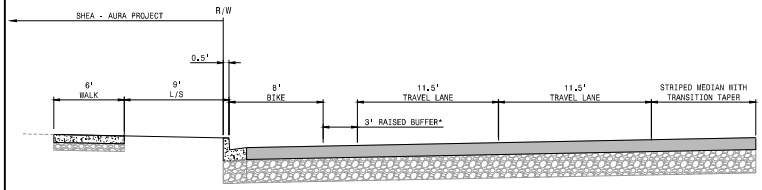


FIGURE 2-3: SUBAREA DIAGRAM



DYETT & BHATIA
Urban and Regional Planners

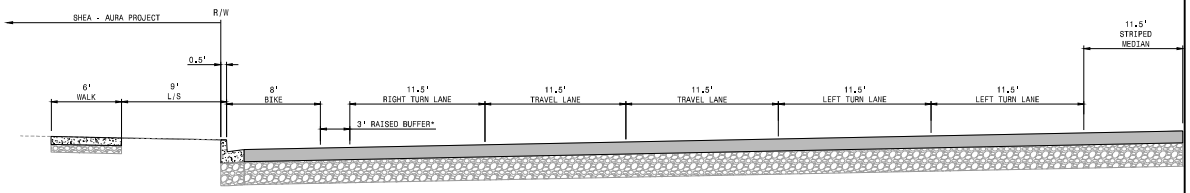




SECTION 1 - ISABEL AVENUE

MAINTAIN 2 THRU LANES

NTS



SECTION 2 - ISABEL AVENUE AT PORTOLA AVENUE INTERSECTION

MAINTAIN 2 THRU LANES

NTS

NOTE:
*BUFFER INCLUDES PHYSICAL SEPARATION

0 30 60

SCALE: 1"=30'

SHEET 1 OF 1

SHEA - AURA DEVELOPMENT

ISABEL AVE IMPROVEMENTS

LIVERMORE CALIFORNIA

MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS

5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

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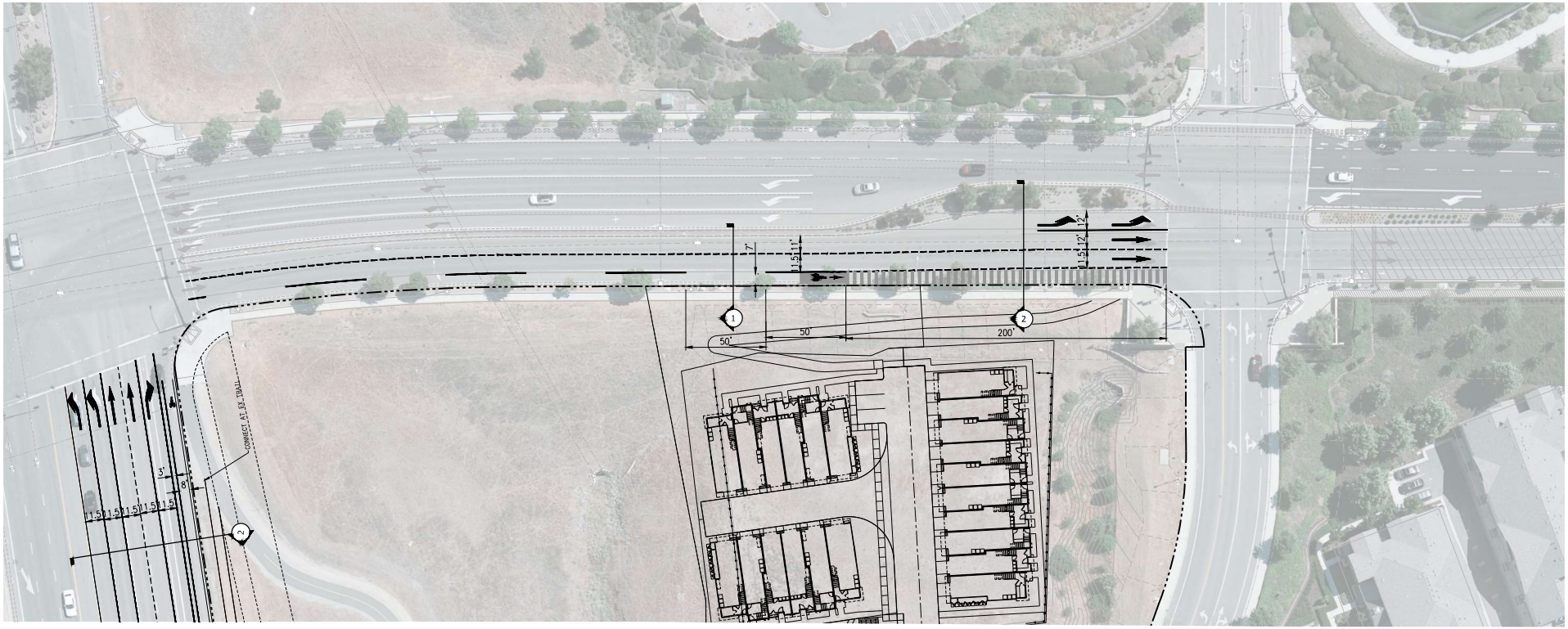
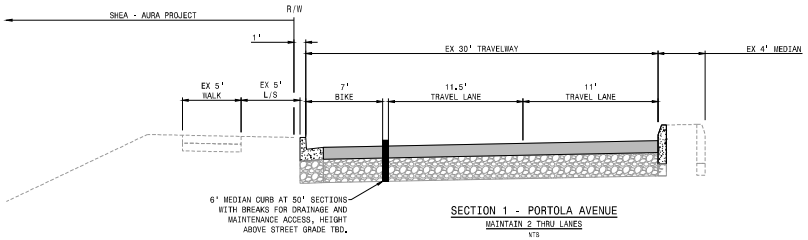
OFFICE	SCALE	DATE	JOB NO.

05-01-2024 8:34pm Travis Pashon-Silva P:\29011\PLN\EXH-P\2023-10-11 PORTOLA BIKE LANE PLAN EXHIBIT.DWG

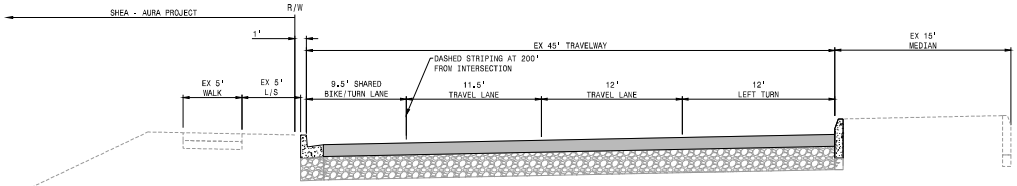




SECTION 1 - PORTOLA AVENUE

MAINTAIN 2 THRU LANES

NTS



SECTION 2 - PORTOLA AVENUE AT TRANQUILITY CIRCLE INTERSECTION

MAINTAIN 2 THRU LANES

NTS

SHEET 1 OF 1

NOTE:
*BUFFER INCLUDES PHYSICAL SEPARATION

0 30 60

SCALE: 1"=30'

SHEA - AURA DEVELOPMENT

PORTOLA AVE IMPROVEMENTS

LIVERMORE CALIFORNIA

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05-01-2024 9:31am Travis Pashon-Silva P:\29011\PLAN\EXH-P\2023-10-11 PORTOLA BIKE LANE PLAN EXHIBIT.DWG

City of Livermore
1052 South Livermore Ave
Livermore, CA 94550
ATTN: Mr. Jake Potter
Mr. Steve Riley

RE: Shea Homes Portola Avenue, Subdivision (SUB21-007; VTM 8612) and Site Plan Design Review (SPDR21-005) Density Bonus application

Dear Jake and Steve:

Shea Homes Limited Partnership (SHLP) applied under SB330 for City approval of a Vesting Tentative Map and Site Plan Design Review for the combined applications to construct 164 townhomes as part of a for-sale housing development project. Included in our application for the for-sale project is a proposal to deed restrict 20 percent (20%) of the proposed units – 33 homes – for sale to moderate income households as defined by Density Bonus Law.[1] Fifteen percent (15%) of the units would be deed-restricted for sale to moderate income households (100-120% AMI) as defined by the City, with five percent (5%) deed-restricted for sale to median-income households as defined by the City (80-100% AMI).

Because the project proposes to provide over 10% of the units to be sold to moderate income households, we are requesting that this project be considered a Density Bonus project under California Government Code 65915 and Development Code Section 6.02.030.

Government Code Section 65915(e)(1) provides, in part, that "in no case may a city . . . apply any development standard that will have the effect of physically precluding the construction of a development meeting the criteria of subdivision (b) [a density bonus project] at the densities or with the concessions or incentives permitted by this section." The right to waivers has been broadly interpreted by the courts. (See *Wollmer v. City of Berkeley* (2011) 193 Cal.App.4th 1329, 1346–1347 ["Standards may be waived that physically preclude construction of a housing development meeting the requirements for a density bonus, period. [] The statute does not say that what must be precluded is a project with no amenities, or that amenities may not be the reason a waiver is needed.") "[A] city must offer a *waiver or reduction* of development standards that would have the effect of physically precluding the construction of a development at the density, or with the requested incentives, permitted by the Density Bonus Law. [] For example, if a city ordinance imposes a building height limitation, a city must waive that limitation for a development that is eligible for a density bonus if imposing the height limit would physically preclude construction of the proposed building with the requested incentives and at the density allowed by the Density Bonus Law. There are no financial criteria for granting a waiver." (*Bankers Hill 150 v. City of San Diego* (2022) 74 Cal.App.5th 755, 770.)

[1] The Density Bonus Law cross-references Health & Safety Code Section 50093 for the definition of moderate income households: "'Persons and families of moderate income' or 'middle-income families' means persons and families of low or moderate income whose income exceeds the income limit for lower income households." (H&S Code § 50093(b). Median income households exceed the income limit for lower income households.

SHLP is requesting a waiver or reduction from the following development standards:

1) An exception from the height restrictions called for in the Isabel Avenue Specific Plan and the City's General Plan will be required to achieve the proposed density. As currently defined in the Specific Plan, the height restrictions would prohibit any building taller than a single story on the southern most part of the development parcel, and limit building heights to two stories through nearly half the rest of the property. Sheet C-11 of the Tentative Map submittal package denotes the current scenic corridor maximum building height in 4 different segments of the project area. The exhibit also notes the top of building elevation (TB) as an absolute elevation that can be compared to the scenic corridor maximum building heights. Shea Homes requests a waiver to allow building heights to exceed the scenic corridor maximums by:
    a. 15' in the 470 max height zone
    b. 10' in the 485 max height zone
    c. 7' in the 490 max height zone
    d. 5' in the 495 max height zone

    As part of this waiver, Shea requests the ability to modify the above variances should changes in the project plan make it necessary to exceed the maximum building height by more than has been referenced here.

2) A reduction in the side and rear setback requirements stipulated in the Isabel Neighborhood Specific Plan (INSP) as it relates to the building setback from any property line that defines a common area parcel. Requiring the setback to be measured from the lot lines adjacent to private streets would physically preclude the alley-loaded townhome residences or require loss of units adjacent to common area landscaped parcels. This project was designed to adhere to all setback requirements in the INSP with regards to property lines that define adjoining residential lots or public rights of way. It was not intended by the applicant that the INSP setback requirements would be enforced on common area parcels that define common drive isles, alleys serving unit garages, or other common area landscape parcels that will be held in fee title by the condominium owner's association. In many locations on the project the face of the condominium building is as close as 5' to property line for the parcel that defines the common drive aisle serving the unit garages. In another location the building is as close as 12' to a common area landscape parcel.
3) If determined to be necessary during processing, a waiver or reduction in the side and rear setback requirements stipulated in the INSP as it relates to property lines other than those defining a common area parcel. If the proposed site plan does not conform with required setbacks to other property lines, the livable area or number of townhomes would need to be reduced and would therefore be physically precluded.
4) A reduction of interior side/rear setback requirement from 10' minimum for the third story and above, to a 5' minimum for the third story and above. Conforming to the 10' minimum third story setback requirement would result in a reduction in the total number of units on the project.
5) Relief from the City of Livermore's local ordinance requiring a second level II car charger in garages for which two parking spaces are provided. Because the project must be "all electric" by local ordinance, the electric load on the individual units if equipped with a second level II car charger would exceed the capacity of a 225A rated subpanel. Pacific Gas and Electric greenbook

regulations section 6.2.1 and 6.2.2 require test bypass facilities for residential meter panels larger than 225 Amps. The utility closets in the proposed architecture cannot accommodate the additional hardware necessary to comply with the test bypass requirement without a major impact on the constructability of the building. Without this waiver it would not be possible to deliver the individual units as proposed without a significant and very expensive redesign of the utility closet that would subtract from the livable space in the homes and result in a decreased total density.

Because the project reserves 20% of its units for moderate income households, it qualifies for two concessions or incentives. (Gov. Code § 65915(d)(2)(A).) Under Density Bonus Law, a "concession" or "incentive" includes both (i) a reduction in site development standards or a modification of zoning code requirements or architectural design requirements including "site or construction conditions" pursuant to "any ordinance, general plan element, specific plan, charter, or other local condition, law, policy, resolution, or regulation" (Gov. Code § 65915(k)(1), (o)(1) [emphasis added]); and (ii) "[o]ther regulatory incentives or concessions proposed by the developer or the city, county, or city and county that result in identifiable and actual cost reductions to provide for affordable housing costs . . ." (Gov. Code § 65915(k)(3).) The applicant is not required to establish that cost reductions will result. Instead, "[t]he city ... shall bear the burden of proof for the denial of a requested concession or incentive." (Gov. Code § 65915(d)(4).) Subdivision (d)(1) provides that the city "shall grant the concession or incentive requested by the applicant unless the city ... makes a written finding, based upon substantial evidence, of any of the following:

"(A) The concession or incentive does not result in identifiable and actual cost reductions, consistent with subdivision (k), to provide for affordable housing costs ....

"(B) The concession or incentive would have a specific, adverse impact ... upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources ....

"(C) The concession or incentive would be contrary to state or federal law."

Schreiber v. City of Los Angeles (2021) 69 Cal.App.5th 549, 555–556.

Livermore Development Code Chapter 10.06 (Dedications, Reservations, Exactions), Section 10.06.050 (Affordable Housing) states that the "developer shall construct reserved units which are representative of the project as a whole, with comparable types of units, bedroom mix, exterior appearance, amenities, and interior fixtures and finishes" and "the number of bathrooms per bedroom shall equal the proportion of bathrooms in the market-priced units." (10.06.050(a), (c).) Staff has informed the Applicant that these policies require that the affordable component of the Project include each floor plan offered in the Project at the same ratio as those floor plans are offered on project as a whole.

The Applicant requests a concession from the requirement to provide affordable units in multiple floor plans. The project instead will provide for all of the affordable units in a single floor plan currently proposed as the plan #1 in the Back to Back buildings. The plan #1 exceeds the average bedroom count for the project as a whole and exceeds the minimum dwelling unit size required by the City's Development Code, and generally conforms with all other requirements of the City's Development Code for affordable units. The City policy to require affordable unit floor plans in a mix representative of the project as a whole is a "development standard" or "construction condition" under Government Code

65915 subdivisions k(1) and h, as well as a “regulatory . . . concession” under Government Code 65915 subdivisions k(3) and therefore the proper subject of a concession.

Providing the floor plans proposed by the Applicant, as opposed to those requested by staff, will result in actual costs savings of approximately $2,217,000. This amount represents the estimated additional loss of project revenue that would be the result of providing a representative mix of floor plans as affordable units compared to the units the applicant has proposed to be designated affordable. The units requested by staff also have higher construction costs than the units proposed by the Applicant which is a separate category of cost savings estimated to be around $28,000 per unit, or an additional $504,00 for a total of $2,721,000 of cost savings.

Shea Homes reserves the right to future waivers, concessions, or reductions in development standards if any come up during the final design process that would preclude the development of the project as proposed in this application or create an identifiable cost impact to the developer.

Under Government Code Section (f)(4), SHLP is entitled to a 15% density bonus. SHLP requests a zero percent density bonus.

SHLP does not request the reduced parking ratios under Government Code Section 65915(p).

Sincerely,

David Best

Community Development Director
Shea Homes, LP
PO Box 5064
Livermore, CA 94551
925-245-3631 (o)
925-525-0162 (m)

LIVERMORE
CALIFORNIA

PLANNING COMMISSION
MAY 21, 2024

REGULAR MEETING

1. CALL TO ORDER – The meeting of the Planning Commission was called to order by Chairperson Jacob Anderson at 7:00 pm, held in person at 1016 S. Livermore Avenue.

ROLL CALL – Present: Chairperson Jacob Anderson, Vice-Chairperson Yolanda Fintschenko, Commissioner Steven Dunbar, Commissioner Daniel Leary, Commissioner Tracy Kronzak.

PLEDGE OF ALLEGIANCE

2. OPEN FORUM

Chairperson Anderson opened and closed the public comment period.

3. CONSENT CALENDAR

3.1 Approval of the April 16, 2024 Planning Commission Draft Meeting Minutes.

Recommendation:
Staff recommends the Planning Commission approve the draft minutes.

ON THE MOTION OF COMMISSIONER DUNBAR, SECONDED BY COMMISSIONER FINTSCHENKO AND CARRIED ON A 5-0 VOTE, THE PLANNING COMMISSION APPROVED THE DRAFT MEETING MINUTES.

4. PROJECT REVIEW – NONE.

5. PUBLIC HEARINGS

5.1 Hearing to consider a request for Vesting Tentative Tract Map, Site Plan Design Review, and Consistency Determination to develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection, with a for-sale residential condominium project known as Shea Aura.

Recommendation: Staff recommends the Planning Commission adopt Resolutions:
1. Approving Consistency Determination (CD) 24-005;

2. Recommending the City Council adopt a resolution finding that the project is exempt under the California Environmental Quality Act, in accordance with California Government Code Section 65457 and CEQA Guidelines Section 15182 (c), Projects Pursuant to a Specific Plan, and California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183, Projects Consistent with a Community Plan, General Plan, or Zoning;
3. Recommending the City Council adopt a resolution approving Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006, together with the requested Density Bonus waivers and incentive/concession, subject to the attached Conditions of Approval;
4. Recommending the City Council direct the Planning Manager to file a Notice of Exemption, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

Assistant Planner Shannon Pagan presented the staff report.

David Best, Shea Homes, indicated he was available to respond to questions.

In response to Commissioner questions, **Assistant Planner Pagan** confirmed that the elevations shown on the rendering included on Sheet A 1.7 of the Development Plans are not accurate in that the buildings pads are incorrectly shown as sitting at a higher elevation than Portola Avenue. The building pad elevations are lower than Portola Avenue and the proposed switchback trail connecting the community to Portola Avenue will be designed to accommodate the existing slopes onsite. It was also confirmed that access would be provided to the existing Cayetano Creek Trail.

Chairperson Anderson opened the public comment period.

Jean King discussed Livermore's Regional Housing Needs Allocation (RHNA) goals and the proposed units in the project, requesting more low, very low and extremely low units. She questioned the Isabel Specific Plan affordability requirements. She discussed the proposed incentives and waivers and urged lower income housing.

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

Commissioner Leary discussed the requested waivers, questioning the waivers for Level 2 electric vehicle (EV) chargers, and building height and suggested a berm like that included in the 2014 Sage Project.

Commissioner Dunbar suggested a switching system or mechanism for the EV chargers. He discussed the proposed rendering in contrast with the Sage development and suggested softening the freeway facing side (south). He questioned the open space on the most southern portion. **Acting Planning Manager Riley** explained the parcel was considered part of usable open space, and the project proposed more passive open space including shade, grass and play areas. **Principal Planner Benjamin Murray** stated the detention basin was attractive open space. **Commissioner Dunbar** referenced the open space at Sage and tradeoffs between both options. He suggested the need to clean up the Development Code requirements for setback to private driveways**. Mr. Best** discussed the sewer easement limiting open

space and a trail loop.

Commissioner Kronzak confirmed that the development would complete the Isabel Neighborhood Specific Plan Subareas 2A and 1E and commended staff and the developer. They observed the challenge with providing low-income units when building to sell versus building to rent. In response to Commissioner Kronzak's suggestion to include native species due to the proximity to the riparian basin, **Mr. Best** discussed constraints due to adjacency to the trail but agreed to discuss options for native plant species. **Commissioner Kronzak** explained native flora and fauna; and indicated the ability to make findings that the CEQA exemption was consistent with the Specific Plan requirements.

In response to **Vice-Chairperson Fintschenko**, **Assistant Planner Pagan** and **Acting Planning Manager Riley** explained RHNA calculations and the Housing Element site inventory; density requirements and no net loss law; financial constraints related to density; parking on Tranquility Circle; bicycle parking; maintenance of the storm drain system; dedication in fee of Parcels V and W and consistency determination; HOA governance; and VMT analysis.

Commissioner Kronzak requested staff investigate whether the City could enact ordinances to strengthen protections for homeowners with regards to HOAs as a matters initiated item.

In response to **Chair Anderson, Acting Planning Manager Riley** indicated Subarea 3A is owned by BART. **Chair Anderson** concurred with Commissioner Kronzak regarding HOAs. **Assistant Planner Pagan** explained the proposed Shea Aura project and the existing Shea Sage project would have two separate HOAs and there is no agreement in place to share amenities at this time. **Chair Anderson** suggested guest bicycle parking in the center of the project; stated he liked the design; discussed issues with the elevation of the lot and frustration with lack of scenic corridor views; and suggested London Planes or taller sized trees to screen and shade the southern and western edges of the development.

Commissioner Leary expressed appreciation for the Class 4 bikeway but expressed the need for protected turns. He expressed concern with the vehicular bridge. **Mr. Best** stated they had reserved the right to construct the bridge when the property developed and has all necessary permits to install the bridge. He explained the retaining walls. **Commissioner Leary** agreed with the need for tall trees. He indicated he had questioned why the lot was not lowered but understood it was infeasible.

Commissioner Dunbar discussed the economics of low-income development and suggested the garage doors be as wide as possible. He discussed public comments regarding concerns about trash pickup. **Assistant Planner Pagan** stated the Livermore Sanitation District had approved the plan. **Commissioner Dunbar** confirmed the limitations on the City's regulation of homeowners' associations; that the project met the open space requirements; a light at Portola could not be added; and the warrants were not met for a second access road. He reiterated the need to ensure pedestrian walkways were ADA and bike accessible and the crosswalks were safe,

suggesting those in the Sage project. He agreed with the recommendation to demarcate parking lines on Tranquility Circle to obtain maximum on-street parking and ensure appropriate distance from crosswalks. He discussed the VMT mitigation program and urged ensuing the project was transit oriented. He expressed concern with the roadway design and need to ensure pedestrian safety. He requested crosswalks at all four corners of Portola and Tranquility and stated he could make the findings for the EV charger waiver. He stated the 30R bus route needed to be updated to serve the area.

Vice-Chairperson Fintschenko indicated satisfaction with the vesting tentative track map, site plan design review, and consistency determination on acquisition of Parcel V through in-fee dedication.

Chair Anderson concurred regarding the crosswalks and need for directional ramps. He suggested utilizing raised crosswalks where possible and agreed that tandem parking was underutilized and the suggestions for wider garage openings and striping parking on both sides of Tranquility Circle.

The Commission discussed the use of native plants and the necessary height of the trees and determined to define the goal to mitigate heat gain on the western and southern edges.

In response to the Commission, **Mr. Best** explained Title 24 requirements for modern construction, wall assembly and windows, and the use of landscaping, which would mitigate the heat from the sun on the western side. He discussed individual homeowner selection of window coverings. **Acting Planning Manager Riley** indicated the project to the west across Isabel Avenue would have the tallest buildings which would shade the proposed units.

In response to Commissioner Leary, **Assistant Planner Pagan** confirmed that the use a State Density Bonus incentive/concession to waive the City's Affordable Housing Inclusionary Ordinance was allowed under State law. **Acting Planning Manager Riley** explained the affordable requirements and discussed State confirmation for use of the same Density Bonus incentive/concession for the Shea Portola project.

Commissioner Dunbar discussed the need to clean up the trail under Interstate 580; and indicated he could make the findings for the staff recommendations. He indicated the following as future policy discussions: size of parks versus usability of small parklets; native plants versus size of growth tradeoff – carbon capture; and EV waivers to allow split amperage and affordability levels. For the project, he recommended staff consider wider garage openings, directional curb ramps, raised crosswalks like Fennel Street, painted parking delineation on Tranquility Circle, consider trade-offs of building now versus in-lieu fees, consider placement of the Class 4 bike lane on other side of the proposed tree strip on Isabel Avenue, and develop strategies to mitigate heat gain on western and southern edges of the development .

ON THE MOTION OF COMMISSIONER DUNBAR, SECONDED BY COMMISSIONER LEARY AND CARRIED ON A 5-0 VOTE, THE PLANNING COMMISSION ADOPTED THE FOLLOWING RESOLUTIONS, RECOMMENDING

STAFF CONSIDER wider garage openings, directional curb ramps, raised crosswalks like Fennel Street, painted parking delineation on Tranquility Circle, consideration of trade-offs of building now versus in-lieu fees, Class 4 bike lane design, and mitigation of heat gain on western and southern edges of the development.

Resolution 09-24 Approving Consistency Determination CD24-005 for the Shea Aura Development

Resolution 10-24 Recommending that the City Council find that the Shea Aura Development is exempt from the provisions of CEQA

Resolution 11-24 Recommending that the City Council approve Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB21-007) and Site Plan Design Review (SPDR21-006) for the Shea Aura Development

6. MATTERS FOR CONSIDERATION – NONE

7. MATTERS INITIATED BY PLANNING COMMISSION AND STAFF

Commissioner Kronzak requested the City re-evaluate urban forest policies including inclusion and incentivization of native habitat versus non-native habitat planting, carbon capture, and ten-years moving forward regarding climate change in the region

Vice-Chairperson Fintschenko suggested building on the current study by Livermore Lab Foundation for Police Station.

Commissioner Kronzak requested Staff review possible policy changes for better protection for homeowners afflicted with HOAs and determine the sentiment of the City regarding the scenic corridor in relation to building, density and RHNA goals.

Acting Planning Manager Riley informed the Commission that the General Plan Update would consider scenic corridor policies.

Chair Anderson suggested consideration of design guidelines to require raised crosswalks and minimize or eliminate tandem parking. **Acting Planning Manager Riley** clarified that HOAs enforces parking requirements.

Commissioner Dunbar requested consideration of EV car charging amperage requirements.

8. ADJOURNMENT – at 9:28 pm to a Regular Planning Commission Meeting on Tuesday, May 21, 2024, at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue.

LIVERMORE
CALIFORNIA

PLANNING COMMISSION STAFF REPORT **ITEM NO. 8.1**

DATE: May 21, 2024

TO: Chairperson and Members of the Planning Commission

FROM: Steve Riley, Acting Planning Manager

SUBJECT: These materials were posted online and made available to the public at the same time that they were distributed to the Planning Commission.

RECOMMENDED ACTION

SUMMARY

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

5.1	Hearing to consider a request for Vesting Tentative Tract Map, Site Plan Design Review, and Consistency Determination to develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection, with a for-sale residential condominium project known as Shea Aura. Materials Received: Comment Letters

DISCUSSION

ATTACHMENTS

1. Supplemental Materials

Prepared by: Michele Donley
Division Clerk

From: [redacted]
Subject: Comments regarding Isabel Neighborhood Specific Plan: David Best, Shea Homes as applicant
Date: Monday, May 20, 2024 3:42:25 PM

You don't often get email from [redacted]. Learn why this is important

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good day,

Prior to the May 21, 2024, Planning Commission Meeting, I would like to provide comments as a resident and owner in the Sage community since 2016.

Summary: The current proposal from David Best and Shea Homes would cause significant and negative impact to the residents of the Sage Community, immediately adjacent to the high-density housing proposed by Shea Homes for the following reasons:

- Community Amenities: Negative impact to already established amenities commonly owned by the Sage HOA and paid for by the Sage residents.
- Community Parking: Negative impact to parking in the community
- Trash Collection: Poor design of proposed new Shea community for the collection of trash by Livermore Sanitation
- Shea Homes: Lack of transparency and integrity shown by Shea Homes and David Best

Community Amenities: Next to the proposed new Shea community is the Sage Pool and Gym amenities. The pool has a capacity of 120 and the gym has a capacity of 28 for a community of 179 residential units. Shea Homes has communicated through various means an assumption that these community amenities would become available to the new community once building begins. This assumption depends on current Sage members agreeing to this. Many residents have a negative opinion of Shea Homes. Furthermore, the community has experienced significant trespassing issues which it is attempting to address through an established neighborhood watch program. Allowing the new Shea community to utilize existing Sage amenities would overcrowd them and diminish the ability of current residents to use them. If the new community is not allowed to join with the existing HOA and use existing amenities it is likely that trespassing will occur resulting in unnecessary legal action.

- Suggestion: Shea should amend the building plan for the new community to include a small pool and separate gym facility which can be utilized by the existing and future community.

Community Parkin: Shea planned the Sage community with limited street parking and the belief that standardized CCRs would force residents to park all of their vehicles inside their garages. California is a state where many people own multiple cars and it is not possible to park every car in the garage. Shea's current plan does not include enough street parking or parking stalls. As it is currently planned, the Shea new build community would increase parking issues in the Sage community, causing more discord amongst residents and the HOA.

- Suggestion: Shea should amend the building plan for the new community to include more stall parking, street parking or a parking lot for use by residents of both communities.

Trash Collection: The current Sage community has designated trash collection areas for Livermore Sanitation. At times, it has been difficult for Livermore Sanitation to collect garbage and there has been at least one vehicle in the community possibly damaged by Livermore Sanitation vehicles. The proposed plan for the new Shea community does not appear to have adequate space for future residents to place there garbage and recycling bins out. This could create an issue for Livermore Sanitation as it attempts to collect garbage.

- Suggestion: Shea Homes should be aware of its impact to all stakeholders (residents, future residents, and city workers) in its planning process. The proposed plan should be amended to account for trash collection areas. This could likely be solved through an increase in stall parking spaces through out the new community.

Shea Homes: As an owner and member of this community since 2016, I lack faith in the transparency and integrity of David Best and Shea Homes for the following reasons:

- When the community was new, Shea homes maintained significant control of the HOA. As such, they oversaw the approval of common areas being handed over to the HOA. The community has experienced physical and financial impact from these decisions. Specifically, since at least 2017, the community has experienced significant issues with the vegetation that Shea homes installed to include the irrigation system. Shea Homes, with control of the HOA, appeared to hire only enough landscaping services to allow for a lower HOA fee. Since the HOA has transitioned to an "All Resident" board, additional landscapers have had to be hired to maintain the community. Although the landscapers have helped, the community still suffers from a poorly installed irrigation system which has resulted in numerous leaks throughout the community. There are also large areas of the community where plants have died and have not been replaced due to the costs of maintaining the community.
- Building Defects: There have been numerous building defects which have led the HOA to enter into arbitration with Shea. Most recent and notable was the determination that Shea failed to seal the piping into the homes to prevent migration of rodents from the outside - inside. This led to a significant rodent infestation from January to April 2024. What is most concerning is that the defects weren't just noted in homes built in 2020, during Covid, but also in homes built in 2016 and up.
- David Best, as the HOA board president made many promises to the community and then failed to follow through. One that stands out was Shea's commitment to resurface all the roads in the community to account for Shea's construction traffic. Not only did Shea not follow through on that but there are cross-walk areas on Tranquility that do not have red zones painted around them.
- Shea, as the home builder assumes it has control and that the current HOA will allow for the new community to join the Sage Community and overburden our existing amenities and parking. This appears to be a common disregard for current residents and meets a pattern of activity in which Shea builds home to maximize profits while leaving the owners to deal with after effects.

- Suggestion: If Shea builds its community, the current board should have immediate oversight and Shea homes should only be allowed one member on the board. This would provide a check and balance to Shea homes.
- Suggestion: Shea homes should not be allowed to begin construction until they have addressed the current issues that exist within the Sage community, currently under arbitration.

Thank you for your time.
David Parnell

[redacted]
Subject: Vesting Tentative Tract Map 8612
Date: Monday, May 20, 2024 7:57:43 PM

You don't often get email from [redacted] Learn why this is important

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Members of the Planning Commission, City Staff and fellow Livermore residents,
I wish to bring up a few issues with the proposed Tentative map submittal. I am a resident in the existing condominiums at Sage, I have looked through the submitted drawings and noticed three things that concern me, the lack of parking, lack of common space and additional traffic.

There are a few guest parking places proposed but, from experience here at Sage, those parking spaces will be used by the new residents. In our community at Sage the residents do not solely use their garages for parking, they use the available spots on the city streets and the guest parking spaces. Our community is already experiencing congestion along Tranquility, Fennel and every other parking space in the community. I am certain that that is going to happen in the Aura development as well, people have trucks or SUV's that don't fit into the garage, and more than two vehicles per residence. I also believe that the new residents will park up and down Tranquility and in Sage's guest spaces. Keep in mind the street frontage on Tranquility near our clubhouse does get heavy usage for parking when the clubhouse is rented and as overflow from youth sports at Cayetano Park. I would implore Members of the planning commission, city staff members and members of the development team to drive through our community after 7pm and or before 6 am to witness for themselves how congested our parking is.

The lack of common areas is concerning because, we at Sage feel that the new residents will see our beautiful facilities and trespass into the pool area or use our other open spaces. Currently we are experiencing a large number of teens from around town hopping the fences and walls into the pool/bbq area. With new developments coming in this area without nice common spaces, we as a community feel everyone is going to try and access ours. We as a community do not wish to have the new condos at Aura to be able to buy into usage of our pool, bbq, clubhouse and gym. Our community alone can overwhelm those spaces. Sage has larger grass areas that are heavily used by dog owners, additional usage for pet relief would put a lot more stress on our grass areas. Our HOA pays for pet relief stations, plastic bags and refuse removal.

As mentioned above Sage has quite a few vehicles that generate traffic and excessive speeds. The developer may want to investigate traffic calming measures along Aura's frontage on Tranquility. Residents speed on that particular section of Tranquility.

Sincerely

Rob Diestler
Basswood Common

[redacted] [redacted] project
Date: Monday, May 20, 2024 9:27:53 PM

You don't often get email from [redacted] Learn why this is important

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Livermore planning committee,

I am writing to express my strong opposition to the upcoming residential construction plan proposed for Shea's Aura. As a concerned resident of the Sage community, I believe this plan will have severe negative consequences for our already densely populated area. I live in 490 persimmon cmn and my concerns are below.

Firstly, our neighborhood is already facing significant overcrowding issues. The addition of more residential units will exacerbate this problem, leading to a further strain on the limited space and resources available. There is currently no adequate parking area to support additional residents, which will undoubtedly result in increased parking congestion on our streets.

Moreover, our community lacks essential amenities such as parks, recreational centers, and community gathering spaces. The proposed construction plan does not address these deficiencies and instead forces more residents into an area that simply cannot accommodate them. This will lead to overutilization and deterioration of the existing amenities, which are already insufficient to meet the needs of our current population.

The construction will also disturb the nearby natural habitat, contributing to an already concerning rodent issue. Displacing wildlife will force these animals into residential areas, exacerbating health and sanitation problems that many of us are already experiencing the rodent infestation recently.

Furthermore, the area was originally designated for commercial use, and the shift to residential units feels like a betrayal of the initial promises made to the community. This false advertising undermines the trust between the community and the planning authorities. We need commercial development to support local businesses and create jobs, not more residential units that our infrastructure cannot support.

In conclusion, I urge you to reconsider this residential construction plan. It is not in the best interest of our community and will lead to numerous negative consequences, including overcrowding, inadequate amenities, increased rodent issues, and a breach of trust with the residents. I hope that you will take our concerns seriously and work towards a solution that truly benefits our community.

Thank you for your attention to this critical matter.

[redacted]
Subject: [redacted] Concerns: Proposed Shea Homes Aura Development
Date: Tuesday, May 21, 2024 7:47:24 AM

You don't often get email from [redacted] Learn why this is important

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To whom it may concern:
We are writing to voice our concerns regarding the development plans for Shea Homes' "Aura":

- **Insufficient Parking.** The parking estimates for the Isabel neighborhood plan were inadequate. Sage already has insufficient parking. The proposed Aura condominiums show inadequate parking. In addition, the overflow parking from Cayetano Park, particularly on weekends, limits availability for residents and their guests.

- **Limited Open Spaces and Lack of Community Facilities**. Sage's community facilities already suffer from unauthorized access by non-residents due to its proximity to Portola Ave. This plan will likely increase unauthorized use of the facilities by non-residents who do not contribute to their maintenance. Merging the new community with Sage to share facilities is not a viable option, as it will further strain the already crowded facilities.

- **Misleading Promises.** The original plan assured a downtown-like neighborhood with low-density mixed-use properties (e.g., two-story units and small shops). The Shea Homes sales representatives were very clear in promoting that picture. However, the plans were unexpectedly altered to high-density three-story residences without considering the impact of additional residents.

For the reasons outlined above, we believe Shea Homes' plans for "Aura" are inadequate and should not be approved in their current form.

Concerned Sage Residents

Sent from my iPhone

[redacted]
Subject: AURA CONDOMINIUM
Date: Tuesday, May 21, 2024 8:16:48 AM

[You don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Good morning!

I am a concerned resident in a neighboring development (SAGE) and would like to submit a matter of concern with regards to the building of AURA condominiums by a street which is a main one in our community (Tranquility).

If and when the AURA condominiums are built, I would like the AURA residents to either be made to be a part of and pay a monthly HOA fee like we do at SAGE , or a more prohibitive fencing be placed around our clubhouse, pool, and gym facilities. Currently we already deal with frequent illegal trespassing into the aforementioned facilities (jumping over pool fence by not one but groups of non-residents). I believe the matter will just get worse with the new community. So I propose that they be made to pay the monthly HOA fees to have access to these.

Another issue is parking. We already have a dearth of parking spots in the community and the construction of Aura dwelling units would worsen the parking problem. It would be better if a parking garage or sufficient parking areas be constructed within Aura to provide ample parking spaces. Given that the construction of more dwelling units is inevitable , at least plan for and provide AMPLE parking for residents!
thank you.

sincerely,
MAY LLOREN
concerned SAGE resident

[redacted]

Subject: Concerns Regarding Proposed Aura Condominium Development in Livermore
Date: Tuesday, May 21, 2024 8:48:34 AM

You don't often get email from [redacted] Learn why this is important

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

To Whom it May Concern:

We are writing to express our concerns regarding the proposed Aura condominium development. First of all, we are so excited to welcome new neighbors and see Livermore continue to grow! We have just celebrated our two year anniversary here at Sage and we have loved it! It's so rare to find a quiet and safe neighborly community like this and we hope this for our new neighbors as well! While we understand the need for new housing developments to accommodate our growing community, we do have some concerns about the current design that we hope can be addressed to ensure the well-being and quality of life for current and future residents.

One of our concerns is the limited parking space in the proposed design. As we all know, adequate parking is essential for reducing street congestion and ensuring safety. Insufficient parking will likely lead to vehicles being parked on nearby streets (likely Tranquility), causing inconvenience and potential hazards for pedestrians and local traffic. We urge the developers to reconsider the parking allocation to better match the anticipated needs of the residents. Additionally, we believe adding extra entry / exit ways (like on Portola) would greatly help with traffic flow and combatting against potential congestion in the area.

The design also appears to lack sufficient parks and common areas. These spaces are vital for fostering a sense of community, providing residents with areas to relax, socialize, and engage in recreational activities. We strongly recommend that the design be revised to include more substantial and accessible parks, walking paths, and common areas.

In conclusion, while the development of new housing is important, it is equally important that such developments are designed thoughtfully and responsibly. Addressing these concerns will not only benefit the future residents of the condominium but also the broader community. We hope that the planning committee will take these points into consideration and work with the developers to revise the design to better meet the needs of our community.

Thank you for your attention to these matters! We look forward to your response and am hopeful for a positive outcome that supports the best interests of all stakeholders and the continual growth of Livermore!

Sincerely,

Austin & Christiana Ying
[redacted]
Livermore, CA 94551

[redacted]
Subject: [redacted] Comments on Shea Residential Project at Portola/ Tranquility Circle
Date: Tuesday, May 21, 2024 10:08:54 AM

You don't often get email from [redacted] Learn why this is important

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Dear Planning Commissioners,

I am writing to express my concerns regarding the proposed project near Portola/Tranquility Circle. While I am supportive of expanding housing in our city, it is imperative that these new developments align with the existing communities. The Isabel neighborhood heavily relies on cars, as public transportation options are limited, with only one bus service available, taking nearly 30 minutes to reach the Dublin Bart station from the proposed project location. Relying solely on this service would not be practical for future residents. Additionally, the anticipated Valley Link project is not expected to materialize soon, further emphasizing the necessity for car-dependent infrastructure. Consequently, the residents of this project will heavily rely on automobiles for commuting, groceries, and other necessities, significantly increasing the demand for parking within the community.

While I understand that the project meets the parking requirements outlined in the Isabel specific plan, I am concerned about the proposed tandem parking design. This design encourages residents to utilize only one parking space, as it is cumbersome to maneuver vehicles in and out regularly. I urge the commissioners to address this concern and request the applicant to reconsider their parking designs.

Furthermore, the proposed guest parking spaces will likely be inadequate for the 164 residential units. Additional street parking should be provided on the community street, considering that parking on Tranquility Circle is currently permitted. The designation of parking spaces should not be considered as proposed guest parking, as it may result in parking issues for the neighboring Sage community. Widening the proposed private streets by 6 to 7 feet would allow for the inclusion of street parking on at least one side, mitigating potential parking concerns.

Additionally, I have noted that the project is exempted from the California Environmental Quality Act (CEQA) under the Isabel neighborhood-specific plan. However, the implementation of SB-743 mandates a Vehicle Miles Traveled (VMT) analysis for new projects, replacing the previous Level of Service analysis. It is unclear whether a VMT analysis has been conducted for the Isabel Neighborhood plan. If not, this project should not be exempt from CEQA, and a VMT analysis must be required.
Furthermore, while the Isabel neighborhood-specific plan may have assessed area-level CEQA impacts, it is essential to evaluate site-specific impacts, particularly as the project is adjacent to a creek and local habitats. The city should ensure that the project's design harmonizes with the existing surroundings in terms of height and density.

Finally, there is a notable absence of amenities proposed in comparison to those available in the

Sage Community. Our amenities, such as the swimming pool and fitness center, are crucial communal spaces located on Tranquility Circle. The lack of amenities in the proposed project may attract non-residents to access our amenities, posing security concerns. Sage residents pay substantial Homeowners Association (HOA) fees to maintain our amenities, and I urge the commissioners to address this concern and seek a resolution before approving the project.

Thank you for considering these concerns. I trust that you will thoroughly evaluate the implications of the proposed project on our community.

Sincerely,
Shrupath Patel
[redacted]

[redacted]
Sent: Thursday, June 27, 2024 11:21 AM
To: City Clerk <cityclerk@cityoflivermore.net>
Subject: VTTM 8612

Exercise Caution: This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Hello, I am not able to attend the City Council meeting regarding the Tentative Map listed above but I would appreciate it if you could document my concerns. Thank you.

Members of the City Council, City Staff and fellow Livermore residents,
I wish to bring up a few issues with the proposed Tentative map submittal. I am a resident in the existing condominiums at Sage, I have looked through the submitted drawings and noticed three things that concern me, the lack of parking, lack of common space and additional traffic.

There are a few guest parking places proposed but, from experience here at Sage, those parking spaces will be used by the new residents instead of guests
In our community at Sage the residents do not solely use their garages for parking, they use the available spots on the city streets and the guest parking spaces. Our community is already experiencing congestion along Tranquility, Fennel and every other parking space in the community. I am certain that that is going to happen in the Aura development as well, people have trucks or SUV's that don't fit into the garage, and more than two vehicles per residence. I also believe that the new residents will park up and down Tranquility and in Sage's guest spaces. Keep in mind the street frontage on Tranquility near our clubhouse does get heavy usage for parking when the clubhouse is rented and as overflow from youth sports at Cayetano Park. I would implore Members of the city council, city staff members and members of the development team to drive through our community after 7pm and or before 6 am to witness for themselves how congested our parking is.

The lack of common areas is concerning because, we at Sage feel that the new residents will see our beautiful facilities and trespass into the pool area or use our other open spaces. Currently we are experiencing a large number of teens from around town hopping the fences and walls into the pool/bbq area. With new developments coming in this area without nice common spaces, we as a community feel everyone is going to try and access ours. We as a community do not wish to have the new condos at Aura to be able to buy into usage of our pool, bbq, clubhouse and gym. Our community alone can overwhelm those spaces. Sage has larger grass areas that are heavily used by dog owners, additional usage for pet relief would put a lot more stress on our grass areas. Our HOA pays for pet relief stations, plastic bags and refuse removal.

As mentioned above Sage has quite a few vehicles that generate traffic and excessive speeds. The developer may want to investigate traffic calming measures along Aura's frontage on Tranquility. Residents speed on that particular section of Tranquility.

And I realize the tough constraints that Shea has to design around and I realize that recent State mandates have dictated higher densities and reduced need for parking but I feel like this is going to be disaster. I realize in the age of Progressivism and Environmentalism that those in power want us out of our cars and use public transit and walk, but the necessary infrastructure to enable that doesn't exist. I would love to see some additional parking added.
Sincerely

Rob Diestler
[redacted]

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION FINDING THAT THE SHEA AURA DEVELOPMENT IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City of Livermore ("City") received applications for Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007, and Site Plan Design Review (SPDR) 21-006, to develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection, known as the Shea Aura Development, implementing the Isabel Neighborhood Specific Plan ("Project"). The development includes 164 for-sale condominium units, with 33 affordable units, 17 accessible units, common open space areas including four pocket parks, landscaping, parking, pedestrian connections to existing public right-of-way, and frontage improvements. The applicant has submitted for relief under the Housing Crisis Act of 2019 (CA SB330) and Density Bonus under Government Code section 65915.

On May 21, 2024, at a duly noticed public hearing, the Planning Commission considered the Project, made the necessary findings, and adopted Planning Commission Resolution No. 10-24 recommending the City Council find the Project is exempt from the provisions of the California Environmental Quality Act ("CEQA").

On July 8, 2024, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, and all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the City Council reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the City Council of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, finds that the Project is a special situation exemption under the California Environmental Quality Act ("CEQA") pursuant to California Government Code Section 65457 and CEQA Guidelines Section 15182(c), which exempts residential projects that implement a Specific Plan where: 1) a public agency has prepared an EIR on a Specific Plan after January 1, 1980, and the residential project conforms to the Specific Plan; and 2) no events described in CEQA Guidelines Section 15162 have occurred.

1. Findings: The Isabel Neighborhood Specific Plan and its Supplemental EIR were adopted and certified in 2020 (SCH #2016042039). The project is located within the Specific Plan's Transition and Village Zoning districts. The project is consistent

with the allowed residential uses of the Transition and Village zoning districts and is within the minimum and maximum densities of 15 to 25 and 25 to 40 dwelling units per acre, respectively. All required development standards with respect to setbacks, height, open space, and parking have been met, upon making the findings precedent to granting the requested density bonus height and setback incentive, and all design requirements have been fulfilled. Given that State law supersedes local ordinance, the Project's use of State Density Bonus Law to waive the Specific Plan's Scenic Corridor Amendment Area Policy requirements related to building height and setback requirements does not result in a Specific Plan inconsistency.

The project provides more open space than required through the provision of pocket parks, private balconies and rooftop terraces, while meeting street frontage setbacks with well landscaped frontages, and is within the minimum and maximum required parking. The project provides frontage improvements along Portola Avenue and Isabel Avenue frontage including Class IV bike lanes, as required by the Specific Plan's circulation program. Proposed building architecture has a high-quality contemporary design with articulated facades, plane changes, deep window reveals, and multiple material types, as required by the Specific Plan and citywide Design Standards and Guidelines.

As called for in the Specific Plan, the project provides 33 for-sale affordable units to residents with moderate and median incomes. The project also implements Specific Plan policies for a walkable neighborhood that provides housing variety by proposing for-sale unit types with a range of floor plans and connecting the site to the existing pedestrian circulation network through multiple connection points. The proposed landscape plan conforms to Specific Plan and Design Standards and Guidelines standards by exceeding the required number of trees per acre and providing large shade trees along walks and the public right-of-way. Specific Plan sustainability requirements are also satisfied given that the project proposes rooftop solar arrays, recycled water use for irrigation, California native landscape species, and electric vehicle charging spaces.

The project is conditioned to comply with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2020 Supplemental EIR. In addition, the applicant prepared Phase I, geologic, biological, and noise studies that found no significant impacts would occur beyond those identified in the EIR. Although the project proposes the construction of a clear span vehicular bridge of approximately 63 feet in length over the existing ephemeral tributary in the northeastern portion of the project site, this project component has been designed such that bridge footings would be located above the Ordinary High Water Mark (OHWM) and outside of the creek banks, in compliance with Chapter 11 of the City's Design Standards and Guidelines related to Arroyos and Floodplains as well as the Specific Plan Policy P-ENV-20. For these reasons, the project wholly conforms

with the Isabel Neighborhood Specific Plan, which was prepared and approved after January 1, 1980.

2. Findings: No substantial project changes are proposed which would require major revisions to the previous Supplemental EIR. The project proposes 164 residential units, consistent with the allowed uses and densities contemplated in the Supplemental EIR. Substantial changes in circumstances have not occurred requiring major revisions to the previous Supplemental EIR, as the site remains vacant, rough graded in the developable areas, and is surrounded by urban development. There is no new information of substantial importance that would result in new impacts not previously discussed, result in more severe impacts, or require modifications to the existing mitigation measures. The applicant-prepared Phase I, geologic, biological, and noise studies found no significant impacts would occur beyond those identified in the EIR and did not yield any new information of substantial importance. Although the project proposes the construction of a clear span vehicular bridge of approximately 63 feet in length over the existing ephemeral tributary in the northeastern portion of the project site, this project component has been designed such that bridge footings would be located above the Ordinary High Water Mark (OHWM) and outside of the creek banks, in compliance with Chapter 11 of the City's Design Standards and Guidelines related to Arroyos and Floodplains as well as the Specific Plan Policy P-ENV-20. For these reasons, no events described in CEQA Section 15162 have occurred and therefore no further environmental review is required.

BE IT FURTHER RESOLVED, that the City Council of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, finds that the Project is a special situation exemption under the California Environmental Quality Act ("CEQA") pursuant to California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183, which exempts projects consistent with a Community Plan, General Plan, or Zoning where: 1) the project is consistent with a Community Plan, General Plan, or Zoning Action for which a Lead Agency has certified an EIR; and 2) project-specific impacts are not peculiar to the project site.

1. Findings: An Isabel Neighborhood Specific Plan (Specific Plan) zoning district was established as part of the overall Specific Plan project, as approved by City Council in November 2020. Therefore, the Specific Plan can be considered a "Zoning Action" for purposes of California Public Resources Code section 21083.3 and CEQA Guidelines Section 15183. The City Council certified the Specific Plan's Supplemental EIR (SCH #2016042039) in November 2020 with Specific Plan adoption.

As described in the Planning Commission staff report, dated May 21, 2024, the Project is consistent with the uses, densities, development standards, and design requirements of the Specific Plan. Given that State law supersedes local ordinance, the Project's use of State Density Bonus Law to waive the INSP Scenic Corridor Amendment Area Policy requirements related to building height, and

setback requirements does not result in a Specific Plan inconsistency. The project is located within the Specific Plan's Transition and Village Zoning districts. The project is consistent with the allowed residential uses of the Transition and Village zoning districts and is within the minimum and maximum densities of 15 to 25 and 25 to 40 dwelling units per acre, respectively. All required development standards with respect to setbacks, height, open space, and parking have been met, upon making the findings precedent to granting the requested density bonus setback incentive, and all design requirements have been fulfilled. The project provides more open space than required through the provision of pocket parks, private balconies and rooftop terraces, while meeting street frontage setbacks with well landscaped frontages, and is within the minimum and maximum required parking. The project provides frontage improvements along Portola Avenue and Isabel Avenue frontage including Class IV bike lanes, as required by the Specific Plan's circulation program.

As called for in the Specific Plan, the project provides 33 for-sale affordable units to residents with moderate and median incomes. The project also implements Specific Plan policies for a walkable neighborhood that provides housing variety by proposing for-sale unit types with a range of floor plans and connecting the site to the existing pedestrian circulation network through multiple connection points. The proposed landscape plan conforms to Specific Plan and Design Standards and Guidelines standards by exceeding the required number of trees per acre and providing large shade trees along walks and the public right-of-way. Specific Plan sustainability requirements are also satisfied given that the project proposes rooftop solar arrays, recycled water use for irrigation, California native landscape species, and electric vehicle charging spaces. For these reasons, the Project is consistent with a Zoning Action for which a Lead Agency has certified an EIR.

2. Findings: There are no specific significant environmental effects which are peculiar to the Project or Project Site, as stipulated in CEQA Guidelines subsection 15183(b)(1) through (b)(4), and as described below:

i. Impacts Peculiar to the Project. The Project is consistent with the uses and intensities contemplated in the Specific Plan. Since Specific Plan adoption, no substantial changes have occurred to the project site nor its surroundings. The site remains undeveloped, rough graded in the areas to be developed, and surrounding parcels are still residential in nature. The applicant prepared Phase I, geologic, biological, and noise studies that found no significant impacts would occur beyond those identified in the EIR. Although the project proposes the construction of a clear span vehicular bridge of approximately 63 feet in length over the existing ephemeral tributary in the northeastern portion of the project site, this project component has been designed such that bridge footings would be located above the Ordinary High Water Mark (OHWM) and outside of the creek banks, in compliance with Chapter 11 of the City's Design Standards and Guidelines related to Arroyos and Floodplains as well as the Specific Plan Policy P-ENV-20. For these reasons, no additional

project-specific impacts have occurred that are peculiar to the project site.

ii. Environmental Impacts not Previously Analyzed as Significant. The Project is consistent with the uses and intensities contemplated in the Specific Plan, therefore, all potential Project impacts have been previously anticipated and analyzed in the Specific Plan EIR. In addition, the project is conditioned to comply with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2020 Supplemental EIR. The Project will implement the mitigation measures, reducing significant project impacts to a less than significant level. The City Council adopted a Statement of Overriding Considerations with the certified 2020 Supplemental EIR. The project will not exacerbate any significant impacts deemed acceptable in the Statement of Overriding Considerations. The applicant also prepared Phase I, geologic, biological, and noise studies that found no significant impacts would occur beyond those identified in the EIR. For these reasons, there are no significant environmental impacts that were not previously analyzed.

iii. Potentially Significant Offsite or Cumulative Impacts. Since Specific Plan adoption, no substantial changes have occurred to the project site nor its immediate surroundings. Surrounding residential uses that were present during the 2020 Supplemental EIR analysis remain. While a majority of vacant parcels surrounding the project site remain since adoption of the 2020 Supplemental EIR, three new residential projects in the Specific Plan located west of the project site were approved over the last two years and are currently under construction. The approved projects are consistent will the use and density contemplated in the 2020 Supplemental EIR. Therefore, the EIR already anticipated the cumulative impacts of these projects. For these reasons, there are no potentially significant offsite or cumulative impacts not previously analyzed in the 2020 Supplemental EIR.

iv. Substantial New Information. Since Specific Plan adoption, no substantial changes have occurred to the project site nor its surroundings. The site remains undeveloped, rough graded in developable areas, and surrounding parcels are still residential in nature. The applicant also prepared Phase I, geologic, biological, and noise studies that found no significant impacts would occur beyond those identified in the EIR. For these reasons, there is no substantial new information that was not known at the time of EIR adoption.

v. Uniform Mitigations and Development Standards. The Project is subject to complying with all applicable mitigation measures adopted pursuant to the Mitigation Monitoring and Reporting Program

(MMRP) for the Specific Plan's 2020 Supplemental EIR in addition to the uniformly applied development standards of the Specific Plan and Livermore Development Code. The combination of applicable mitigation measures and uniform standards would reduce all potentially significant impacts to a less than significant level. The applicant, or their successors in interest, is required to implement applicable mitigation measures applicable through conditions of approval.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk, if the project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore, California. This resolution shall be effective upon adoption by the City Council.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A – Planning Commission Resolution No. 10-24

EXHIBIT A

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL FIND THAT THE SHEA AURA DEVELOPMENT IS EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21- 007 and Site Plan Design Review (SPDR) 21-006 for 164 condominium units located southwest of Portola Avenue and Tranquility Circle, known as the Shea Aura Development ("Project")

The City received an application from Shea Homes, Inc. for Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007, and Site Plan Design Review (SPDR) 21-006, to develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection, implementing the Isabel Neighborhood Specific Plan (Project). The development includes 164 for-sale condominium units, with 33 affordable units, 17 accessible units, common open space areas including four pocket parks, landscaping, parking, pedestrian connections to existing public right-of-way, and frontage improvements. The applicant has submitted for relief under the Housing Crisis Act of 2019 (CA SB330) and Density Bonus under Government Code section 65915.

On May 21, 2024, the Planning Commission held a duly noticed public hearing to consider the Project and staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public meeting, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project, took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the Planning Commission of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, recommends the City Council find that the Project is a special situation exemption under the California Environmental Quality Act ("CEQA") pursuant to California Government Code Section 65457 and CEQA Guidelines Section 15182(c), which exempts residential projects that implement a Specific Plan where: 1) a public agency has prepared an EIR on a Specific Plan after January 1, 1980, and the residential project conforms to the Specific Plan; and 2) no events described in CEQA Guidelines Section 15162 have occurred.

1. Findings: The Isabel Neighborhood Specific Plan and its Supplemental EIR were adopted and certified in 2020 (SCH #2016042039). The project is located within the Specific Plan's Transition and Village Zoning districts. The project is consistent with the allowed residential uses of the Transition and Village zoning districts and is within the minimum and maximum densities of 15 to 25 and 25 to 40 dwelling units per acre, respectively. All required development standards with respect to setbacks, height,

open space, and parking have been met, upon making the findings precedent to granting the requested density bonus height and setback incentive, and all design requirements have been fulfilled. Given that State law supersedes local ordinance, the Project's use of State Density Bonus Law to waive the Specific Plan's Scenic Corridor Amendment Area Policy requirements related to building height and setback requirements does not result in a Specific Plan inconsistency.

The project provides more open space than required through the provision of pocket parks, private balconies and rooftop terraces, while meeting street frontage setbacks with well landscaped frontages, and is within the minimum and maximum required parking. The project provides frontage improvements along Portola Avenue and Isabel Avenue frontage including Class IV bike lanes, as required by the Specific Plan's circulation program. Proposed building architecture has a high-quality contemporary design with articulated facades, plane changes, deep window reveals, and multiple material types, as required by the Specific Plan and citywide Design Standards and Guidelines.

As called for in the Specific Plan, the project provides 33 for-sale affordable units to residents with moderate and median incomes. The project also implements Specific Plan policies for a walkable neighborhood that provides housing variety by proposing for-sale unit types with a range of floor plans and connecting the site to the existing pedestrian circulation network through multiple connection points. The proposed landscape plan conforms to Specific Plan and Design Standards and Guidelines standards by exceeding the required number of trees per acre and providing large shade trees along walks and the public right-of-way. Specific Plan sustainability requirements are also satisfied given that the project proposes rooftop solar arrays, recycled water use for irrigation, California native landscape species, and electric vehicle charging spaces.

The project is conditioned to comply with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2020 Supplemental EIR. In addition, the applicant prepared Phase I, geologic, biological, and noise studies that found no significant impacts would occur beyond those identified in the EIR. Although the project proposes the construction of a clear span vehicular bridge of approximately 63 feet in length over the existing ephemeral tributary in the northeastern portion of the project site, this project component has been designed such that bridge footings would be located above the Ordinary High Water Mark (OHWM) and outside of the creek banks, in compliance with Chapter 11 of the City's Design Standards and Guidelines related to Arroyos and Floodplains as well as the Specific Plan Policy P-ENV-20. For these reasons, the project wholly conforms with the Isabel Neighborhood Specific Plan, which was prepared and approved after January 1, 1980.

2. Findings: No substantial project changes are proposed which would require major revisions to the previous Supplemental EIR. The project proposes 164 residential units,

consistent with the allowed uses and densities contemplated in the Supplemental EIR. Substantial changes in circumstances have not occurred requiring major revisions to the previous Supplemental EIR, as the site remains vacant, rough graded in the developable areas, and is surrounded by urban development. There is no new information of substantial importance that would result in new impacts not previously discussed, result in more severe impacts, or require modifications to the existing mitigation measures. The applicant-prepared Phase I, geologic, biological, and noise studies found no significant impacts would occur beyond those identified in the EIR and did not yield any new information of substantial importance. Although the project proposes the construction of a clear span vehicular bridge of approximately 63 feet in length over the existing ephemeral tributary in the northeastern portion of the project site, this project component has been designed such that bridge footings would be located above the Ordinary High Water Mark (OHWM) and outside of the creek banks, in compliance with Chapter 11 of the City's Design Standards and Guidelines related to Arroyos and Floodplains as well as the Specific Plan Policy P-ENV-20. For these reasons, no events described in CEQA Section 15162 have occurred and therefore no further environmental review is required.

BE IT FURTHER RESOLVED, that the Planning Commission of the City of Livermore, based upon its own independent review of the Record Evidence and considerations, recommends that the City Council find that the Project is a special situation exemption under the California Environmental Quality Act ("CEQA") pursuant to California Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183, which exempts projects consistent with a Community Plan, General Plan, or Zoning where: 1) the project is consistent with a Community Plan, General Plan, or Zoning Action for which a Lead Agency has certified an EIR; and 2) project-specific impacts are not peculiar to the project site.

1. Findings: An Isabel Neighborhood Specific Plan (Specific Plan) zoning district was established as part of the overall Specific Plan project, as approved by City Council in November 2020. Therefore, the Specific Plan can be considered a "Zoning Action" for purposes of California Public Resources Code section 21083.3 and CEQA Guidelines Section 15183. The City Council certified the Specific Plan's Supplemental EIR (SCH #2016042039) in November 2020 with Specific Plan adoption.

As described in the Planning Commission staff report, dated May 21, 2024, the Project is consistent with the uses, densities, development standards, and design requirements of the Specific Plan. Given that State law supersedes local ordinance, the Project's use of State Density Bonus Law to waive the INSP Scenic Corridor Amendment Area Policy requirements related to building height, and setback requirements does not result in a Specific Plan inconsistency. The project is located within the Specific Plan's Transition and Village Zoning districts. The project is consistent with the allowed residential uses of the Transition and Village zoning districts and is within the minimum and maximum densities of 15 to 25 and 25 to 40 dwelling units per acre, respectively. All required development standards with respect to setbacks, height, open space, and parking have been met, upon making the findings precedent to granting the requested density bonus setback incentive, and all design requirements have been fulfilled. The project provides more open space than required

through the provision of pocket parks, private balconies and rooftop terraces, while meeting street frontage setbacks with well landscaped frontages, and is within the minimum and maximum required parking. The project provides frontage improvements along Portola Avenue and Isabel Avenue frontage including Class IV bike lanes, as required by the Specific Plan's circulation program.

As called for in the Specific Plan, the project provides 33 for-sale affordable units to residents with moderate and median incomes. The project also implements Specific Plan policies for a walkable neighborhood that provides housing variety by proposing for-sale unit types with a range of floor plans and connecting the site to the existing pedestrian circulation network through multiple connection points. The proposed landscape plan conforms to Specific Plan and Design Standards and Guidelines standards by exceeding the required number of trees per acre and providing large shade trees along walks and the public right-of-way. Specific Plan sustainability requirements are also satisfied given that the project proposes rooftop solar arrays, recycled water use for irrigation, California native landscape species, and electric vehicle charging spaces. For these reasons, the Project is consistent with a Zoning Action for which a Lead Agency has certified an EIR.

2. Findings: There are no specific significant environmental effects which are peculiar to the Project or Project Site, as stipulated in CEQA Guidelines subsection 15183(b)(1) through (b)(4), and as described below:

i. Impacts Peculiar to the Project. The Project is consistent with the uses and intensities contemplated in the Specific Plan. Since Specific Plan adoption, no substantial changes have occurred to the project site nor its surroundings. The site remains undeveloped, rough graded in the areas to be developed, and surrounding parcels are still residential in nature. The applicant prepared Phase I, geologic, biological, and noise studies that found no significant impacts would occur beyond those identified in the EIR. Although the project proposes the construction of a clear span vehicular bridge of approximately 63 feet in length over the existing ephemeral tributary in the northeastern portion of the project site, this project component has been designed such that bridge footings would be located above the Ordinary High Water Mark (OHWM) and outside of the creek banks, in compliance with Chapter 11 of the City's Design Standards and Guidelines related to Arroyos and Floodplains as well as the Specific Plan Policy P-ENV-20. For these reasons, no additional project-specific impacts have occurred that are peculiar to the project site.

ii. Environmental Impacts not Previously Analyzed as Significant. The Project is consistent with the uses and intensities contemplated in the Specific Plan, therefore, all potential Project impacts have been previously anticipated and analyzed in the Specific Plan EIR. In addition, the project is conditioned to comply with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2020

Supplemental EIR. The Project will implement the mitigation measures, reducing significant project impacts to a less than significant level. The City Council adopted a Statement of Overriding Considerations with the certified 2020 Supplemental EIR. The project will not exacerbate any significant Impacts deemed acceptable in the Statement of Overriding Considerations. The applicant also prepared Phase I, geologic, biological, and noise studies that found no significant impacts would occur beyond those identified in the EIR. For these reasons, there are no significant environmental impacts that were not previously analyzed.

iii. Potentially Significant Offsite or Cumulative Impacts. Since Specific Plan adoption, no substantial changes have occurred to the project site nor its immediate surroundings. Surrounding residential uses that were present during the 2020 Supplemental EIR analysis remain. While a majority of vacant parcels surrounding the project site remain since adoption of the 2020 Supplemental EIR, three new residential projects in the Specific Plan located west of the project site were approved over the last two years and are currently under construction. The approved projects are consistent will the use and density contemplated in the 2020 Supplemental EIR. Therefore, the EIR already anticipated the cumulative impacts of these projects. For these reasons, there are no potentially significant offsite or cumulative impacts not previously analyzed in the 2020 Supplemental EIR.

iv. Substantial New Information. Since Specific Plan adoption, no substantial changes have occurred to the project site nor its surroundings. The site remains undeveloped, rough graded in developable areas, and surrounding parcels are still residential in nature. The applicant also prepared Phase I, geologic, biological, and noise studies that found no significant impacts would occur beyond those identified in the EIR. For these reasons, there is no substantial new information that was not known at the time of EIR adoption.

v. Uniform Mitigations and Development Standards. The Project is subject to complying with all applicable mitigation measures adopted pursuant to the Mitigation Monitoring and Reporting Program (MMRP) for the Specific Plan's 2020 Supplemental EIR in addition to the uniformly applied development standards of the Specific Plan and Livermore Development Code. The combination of applicable mitigation measures and uniform standards would reduce all potentially significant impacts to a less than significant level. The applicant, or their successors in interest, is required to implement applicable mitigation measures applicable through conditions of approval.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends that the City Council direct the Planning Manager to file a Notice of Exemption with the Alameda County Clerk if the Project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department, 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Dunbar, seconded by Commissioner Leary, the foregoing Resolution was passed and adopted at the Planning Commission meeting of May 21, 2024, by the following vote:

AYES: ANDERSON, DUNBAR, FINTSCHENKO, LEARY, KRONZAK.
NOES: NONE.
ABSENT: NONE.

Jacob Anderson, Chairperson

Steph Riley

By Stephen Riley, Acting Planning Manager
Secretary to the Planning Commission

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION APPROVING VESTING TENTATIVE TRACT MAP (VTTM) 8612 – SUBDIVISION (SUB) 21-007 AND SITE PLAN DESIGN REVIEW (SPDR) 21-006 SUBJECT TO CONDITIONS OF APPROVAL FOR THE SHEA AURA DEVELOPMENT

The City of Livermore ("City") received applications for Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006 to develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection, implementing the Isabel Neighborhood Specific Plan ("Project"). The Project includes 164 for-sale condominium units, with 33 affordable units, 17 accessible units, common open space areas including four pocket parks, landscaping, parking, pedestrian connections to existing public right-of-way, and frontage improvements. The applicant has submitted for relief under the Housing Crisis Act of 2019 (CA SB330) and Density Bonus under Government Code section 65915.

The Applicant provided all the necessary information to qualify for relief under the Housing Crisis Act of 2019 (SB 330) upon initial application submittal on February 3, 2023.

The Applicant requested five Development Standard Waivers and one Developer Incentive/Concession in accordance with Government Code Section 65915 governing Density Bonuses. Since none of the findings set forth in Government Code Section 65915(d)(1) and (e)(1) can be made, the City is required to grant the Waivers related to building height and setbacks and the Developer Incentive/ Concession related to affordable comparability.

At a duly noticed public hearing on May 21, 2024, the Planning Commission considered the Project and staff recommendation, heard public testimony, made the necessary findings and adopted Planning Commission Resolution No. 11-24, attached hereto as Exhibit A, containing the Planning Commission's actions and/or recommendations thereon.

On July 8, 2024, the City Council held a duly noticed public hearing to consider the Project, Planning Commission and staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the City Council reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The City Council's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the Record Evidence and adopted a resolution finding the project to be exempt from the California Environmental Quality Act.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore has considered the findings made in Planning Commission Resolution No. 11-24, attached hereto as Exhibit A, and the City Council hereby adopts the same findings by this reference and incorporates them as their own findings as part of this resolution. Based upon the City Council's own independent review of the Record Evidence and considerations, in accordance with the State Density Bonus Law and the Housing Crisis Act of 2019 (SB 330), the City Council hereby approves Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006 subject to the Conditions of Approval, attached hereto as Exhibit B, for the Shea Aura Development.

BE IT FURTHER RESOLVED that the City Council of the City of Livermore directs the Planning Manager to file a Notice of Exemption with the Alameda County Clerk.

The documents that constitute the record of proceedings upon which this decision is based can be found in the City Clerk's Office, 1052 S. Livermore Avenue, in Livermore California.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney

Exhibit A – Planning Commission Resolution No. 11-24
Exhibit B – Conditions of Approval

IN THE PLANNING COMMISSION OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION RECOMMENDING THAT THE CITY COUNCIL APPROVE VESTING TENTATIVE TRACT MAP (VTTM) 8612 – SUBDIVISION (SUB) 21-007 AND SITE PLAN DESIGN REVIEW (SPDR) 21-006 FOR THE SHEA AURA DEVELOPMENT

On August 9, 2021, the City received an application from Shea Homes, Inc. ("Applicant") for Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006 to develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection, implementing the Isabel Neighborhood Specific Plan ("Project"). The Project includes 164 for-sale condominium units, with 33 affordable units, 17 accessible units, common open space areas including four pocket parks, landscaping, parking, pedestrian connections to existing public right-of-way, and frontage improvements. The applicant has submitted for relief under the Housing Crisis Act of 2019 (CA SB330) and Density Bonus under Government Code section 65915.

The Applicant provided all the necessary information to qualify for relief under the Housing Crisis Act of 2019 (SB 330) upon initial application submittal on February 3, 2023.

The Applicant requested five Development Standard Waivers and one Developer Incentive/Concession in accordance with Government Code Section 65915 governing Density Bonuses. Since none of the findings set forth in Government Code Section 65915(d)(1) and (e)(1) can be made, the City is required to grant the Waivers related to building height and setbacks and the Developer Incentive/ Concession related to affordable comparability.

On May 21, 2024, the Planning Commission held a duly noticed public hearing to consider the Project, staff recommendations, all public comments and testimony, and findings.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Livermore that prior to taking action on the Project, and at a properly noticed public hearing, the Planning Commission reviewed written and oral staff reports, conducted a public hearing on the Project and took testimony, and received into the record all pertinent documents related to the Project (collectively, the "Record Evidence"). The Planning Commission's determination is based on the Record Evidence, which is incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Livermore has considered the Record Evidence and recommends the City Council adopt a resolution finding the Project to be exempt from the California Environmental Quality Act.

BE IT FURTHER RESOLVED, with respect to Site Plan Design Review 21-006, the Planning Commission finds based upon the information presented that:

1. The proposed development will be permitted within the subject zone.

   Findings: The proposed development consists of 164 residential condominiums on

approximately 6.25 developable acres, located within the Isabel Neighborhood Specific Plan Transition and Village zoning districts. The Project is consistent with the allowed residential uses and within the minimum and maximum densities of 15-25 and 25-40 dwelling units per acre contemplated by each zoning district, respectively. Therefore, the development is permitted within the subject zone.

2. The proposed development will be designed such that:

   a. The project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property;
   b. Architectural design and functional plan of the structure(s) and related improvements are of reasonable aesthetic quality and compatible with adjacent developments;
   c. Structure(s) and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site; and
   d. The project's site plan and design is consistent with the City's Design Standards and Guidelines.

   Findings: The Project will not be detrimental to the public health, safety, or general welfare, and not detrimental to the adjacent property. The Project provides adequate emergency vehicle access throughout the site and necessary ladder pads for fire access on upper floors. The Project does not conflict with the County Airport Land Use Compatibility Plan with respect to height, density, or noise and complies with FAA height standards. Water and sewer service will be provided to all units and stormwater will be appropriately managed on site. The site layout is suitable for trash truck pickup and adequate space will be provided in each condominium unit garage and each rental trash enclosure for all waste streams.

   The applicant prepared Phase I, geologic, biological, and noise studies found no significant impacts would occur beyond those identified in the EIR. Although the Project proposes the construction of a clear span vehicular bridge of approximately 63 feet in length over the existing ephemeral tributary in the northeastern portion of the project site, this project component has been designed such that bridge footings would be located above the Ordinary High Water Mark (OHWM) and outside of the creek banks, in compliance with Chapter 11 of the City's Design Standards and Guidelines related to Arroyos and Floodplains as well as the Specific Plan Policy P-ENV-20.

   The Project is also conditioned to conform with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified 2020 Supplemental EIR. The Project is not detrimental to adjacent properties and considers adjacent uses in the general area given that the proposed buildings meet or exceed streetside setbacks and are similar in height to adjacent residential. All project frontages contain substantial landscaping and trees to appropriately screen the proposed buildings. The Project meets applicable parking standards. The residential use promotes synergy with surrounding offices, locating residents close to job centers, and will not produce any dust, odor, noise, or glare during regular operations. The structures are suitable for the

site and the site plan is consistent with the City's Design Standards and Guidelines.

3. The proposed development is designed to include the following criteria, as applicable:

   a. Compliance with Chapter 9.07 of the Development Code (Site Plan and Design Review), Municipal Code Title 15 (Buildings and Construction), and any other applicable City regulations and policies;
   b. Efficient site layout and design;
   c. Compatible and appropriate in scale to neighboring properties and developments.
   d. Efficient and safe public access (both pedestrian and vehicular) and parking;
   e. Appropriate and harmonious arrangement and relationship of proposed structures and signs to one another and to other development in the vicinity, based on good standards of design;
   f. Appropriate relationship to land use and development of adjacent properties, including topographic and other physical characteristics of the land;
   g. Proper site utilization and the establishment of a physical and architectural relationship to existing and proposed structures on the site;
   h. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and to ensure compatibility in design where desired;
   i. Harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and monotonous repetition;
   j. Compatible in color, material, and composition of the exterior elevations to neighboring visible structures;
   k. Appropriate exterior lighting which provides for public safety and is not of a nature that will constitute a hazard or nuisance to adjacent properties;
   l. Compatible in scale and aesthetic treatment of proposed structures with public areas;
   m. Appropriate open space and use of water efficient landscaping; and
   n. Consistent with the General Plan and any applicable Specific Plan.

   Findings: The Project includes an efficient site plan, with access drives, an internal spine roadway and alleys bisecting the development, pocket parks interspersed throughout, and guest parking distributed throughout the site. Project pedestrian paths connect into the larger street network at multiple locations and provide trail connections to the existing Cayetano Creek Trail. Residential units and buildings contain smaller footprints and taller heights, with garage parking, ensuring an efficient use of space. The Project is also appropriately scaled to and compatible with adjacent development. Large, landscaped setbacks with vine-covered retaining walls punctuate street frontages and the Project height is similar to the adjacent residential buildings.

   The Project is conditioned to provide adequate lighting at parking surfaces and will use less irrigation water than allowed. The Project is also consistent with the allowed residential uses and densities of the Specific Plan's Transition and Village zoning districts, which call for more compact and dense development than Livermore's traditional residential zones. The Project provides more open space than required through the provision of four pocket parks and a common pool area, exceeds street

frontage setbacks with well landscaped frontages, and is within the minimum and maximum required parking. The Project would include frontage improvements on Isabel Avenue and Portola Avenue and proposes a high-quality design and provides for 33 affordable units, as called for in the plan.

BE IT FURTHER RESOLVED, with respect to Vesting Tentative Tract Map 8612 – Subdivision 21-007, the Planning Commission finds based upon the information presented that:

1. The proposed map is consistent with the General Plan and any applicable specific plan, any policy or guideline implementing the General Plan (including the City's Design Standards and Guidelines), or other applicable provisions of this Development Code;

   Findings: The Project is consistent with the intent of the General Plan designation of Isabel Neighborhood Specific Plan given that it provides higher density housing adjacent to transit service and job centers and provides a mix of unit types, sizes, and affordability levels. The Project also implements the Land Use, Housing, Community Character, and Climate Change elements by providing affordable housing near transit that is of a high-quality architectural design and that provides sustainable features like photovoltaic arrays and EV chargers. The Project is consistent with the density range, open space, and design standards and guidelines of the Isabel Neighborhood Specific Plan. With the use of State density bonus Waivers, the Project is consistent with the development standards related to setbacks and height.

   The 2023-2031 Housing Element included one of the project site's four parcels in its sites inventory, APN 903-0014-004-00. The sites inventory identifies this parcel's residential development capacity at 52 above moderate-income residential units, with no lower income or moderate-income units. When looking at this parcel in isolation of others included as part of the project site, the project will provide 20 above moderate-income units and 2 moderate income units, which is lower than the assigned above moderate-income unit capacity for this parcel in the sites inventory. Although the overall Project provides more than the 52 units identified, per the No Net Loss Law, this represents a "net loss", and the following findings must be made:

   Finding: Remaining sites identified in the Housing Element are adequate to meet the jurisdiction's remaining RHNA for the planning period by income category.

   Response: The project site includes three additional parcels (i.e., APNs 903-0014-005-00, 903-0014-006-00, and 903-0014-007-00) that were not identified in the Housing Element's sites inventory but have residential land use designations at densities ranging 15-40 dwelling units per acre. These parcels would be developed as part of this Project with residential uses per their land use designations. Collectively, the entire Project, including all four parcels, proposes 164 total units, of which 131 are above moderate income and 33 are moderate-income units. When considering the project site in its entirety, the

Project would result in a net gain of 79 above moderate-income units and 33 moderate-income units, far exceeding the assigned unit capacity in the sites inventory. Therefore, implementation of the Project would immediately offset any loss of housing sites on APN 903-0014-004-00 and positively contribute to the remaining RHNA for the planning period by income category.

Finding: Include a quantification of the remaining unmet need for the jurisdiction's RHNA at each income level and the remaining capacity of sites identified in the Housing Element, to accommodate that need by income level.

Response: As stated in the above finding, implementation of the Project would result in a positive contribution to Livermore's RHNA by income category and does not necessitate quantification of remaining unmet need or the identification of sites with remaining housing capacity.

2. The site is physically suitable for the proposed type of development;

   Findings: The site is located within the Isabel Neighborhood, which is identified as one of the densest areas in the City. The site is entirely within the City limits and is surrounded by street rights of way and urbanized residential uses. The site is approximately 14 acres; however, over half of it is part of an existing open space easement to accommodate the existing trail and tributary, leaving approximately 6.25 acres of developable land outside of the easement. The size of the developable land is large enough to accommodate the proposed condominium buildings, four small pocket parks, and private open spaces. The Project site has been previously rough graded in the areas where buildings would be constructed, leaving minimal grading required and all buildings would be of similar elevations (i.e., building height) as the residential buildings directly east of the project site. All development would avoid the existing open space easements and unnamed tributaries present on the Project site. The applicant prepared Phase I, geologic, and biological, studies that found the site contains no hazards, is suitable for residential development, and contains no special-status species. Therefore, the site is physically suitable for the proposed type of development.

3. The site is physically suitable for the proposed density of development;

   Findings: The Isabel Neighborhood Specific Plan establishes density ranges of 15-25 units per acre for the Transition zoning district and 25-40 units per acre for the Village zoning district. The site is located within both the Transition and Village districts. The developable acreage of the site is approximately 6.25 acres with a proposed 164 units, consistent with the allowed densities of the Transition and Village zoning districts. Given the existing urbanized nature of surrounding parcels, all required public utilities are located adjacent to the site in the street right-of-way, including: water, sewer, storm drain, telecommunications, and electricity. Services including police, fire, and medical already serve the neighborhood area, including the parcel. The Project is within the Specific Plan's and EIR's anticipated density range. The Isabel Neighborhood Specific Plan Final EIR and Supplemental Final EIR concluded that existing utilities and

services have sufficient capacity to accommodate buildout of the Specific Plan, including the incremental increase in demand from the Project. Therefore, the site is physically suitable for the proposed density of development.

4. The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Notwithstanding the foregoing, the Commission or Council may approve a tentative map if an Environmental Impact Report was prepared with respect to the Project and a statement of overriding considerations was made to the effect that specific economic, social, or other considerations make infeasible the mitigation measures or project alternatives identified in the EIR;

   Findings: The Isabel Neighborhood Specific Plan Final EIR and Supplemental Final EIR analyzed all potential environmental impacts of development in the Isabel Neighborhood. The EIR was prepared at a "zoning action" level, for purposes of Public Resources Code section 21083.3 and CEQA Guidelines section 15183, in that it includes enough specificity for future Specific Plan projects to rely on its analysis and limits the need for CEQA review for future Specific Plan projects. The City Council adopted a Statement of Overriding Considerations with the EIR and found that the plan would have significant and unavoidable impacts with respect to traffic, air quality, aesthetics, noise, cultural/ tribal resources, and agricultural resources, but that the City's transit, housing, and economic goals outweighed the impacts, as allowed under CEQA.

   The Council found that the mitigation measures identified in the EIR would reduce all other impacts to a less than significant level. Given that the Project is within the density and intensity levels contemplated by the EIR, no environmental impacts beyond those identified in the EIR would occur. Although the Project proposes the construction of a clear span vehicular bridge of approximately 63 feet in length over the existing ephemeral tributary in the northeastern portion of the project site, this project component has been designed such that bridge footings would be located above the Ordinary High Water Mark (OHWM) and outside of the creek banks, in compliance with Chapter 11 of the City's Design Standards and Guidelines related to Arroyos and Floodplains as well as the Specific Plan Policy P-ENV-20. Further, the applicant prepared Phase I, geologic, biological, and noise studies and found no impacts peculiar to the Project would occur beyond those identified in the EIR. The Project is also conditioned to conform with the Mitigation, Monitoring, and Reporting Program (MMRP) adopted with the certified EIR, ensuring all other environmental impacts remain less than significant.

5. The design of the subdivision or the type of improvements will not cause serious public health problems;

   Findings: The Project will not be detrimental to the public health, safety, or general welfare, and not cause serious health problems. The Project provides adequate emergency vehicle access throughout the site and necessary ladder pads for fire access to upper floors. The Project complies with the County Airport Land Use

Compatibility Plan with respect to height, density, or noise and complies with FAA height standards. Water and sewer service will be provided to all units and stormwater will be appropriately managed on site. The site layout is suitable for trash truck pickup and adequate space will be provided in each unit garage for all waste streams. The applicant prepared Phase I, geologic, biological, and noise studies that found no significant impacts would occur beyond those identified in the EIR. Interior noise levels would not exceed 45 dBA, as required by CA Building Code. In addition, no surficial or subsurface hazardous materials were discovered onsite and the residential use would not produce any hazardous materials, nor substantial noise, odor or vibration during regular operations. The Project will work with the Alameda County Vector Control to minimize vermin spread to adjacent properties during construction. For these reasons, the design of the subdivision or the type of improvements will not cause serious public health problems.

6. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. (The Commission or Council may approve a tentative map if it finds that alternative easements for access will be provided, and that these will be substantially equivalent to ones previously acquired by the public. This Subparagraph shall apply only to easements of record or to easements established by judgment of a court of competent jurisdiction, and no authority is hereby granted to the Commission to determine that the public at large has acquired easements for access through or use of property within the proposed subdivision.); and

   Findings: The Project site contains a number of existing easements for utilities, maintenance, open space, and a trail. A majority of the public easements would remain, but the existing maintenance easement along Portola Avenue in the northern portion of the project site would be abandoned and removed partially or in whole, as appropriate as part of this project. An existing sanitary sewer line will remain and utility easements along the project frontages will also remain, ensuring adequate utility conveyance. The easements will not conflict with the proposed building footprints. For these reasons, the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

7. Any proposed phases and their proposed sequence of construction are identified on the submitted tentative map. The City may impose reasonable conditions relating to the filing of multiple final maps in conjunction with the approval of the tentative map (Section 66456.1).

   Findings: No specific phased development plan has been submitted with this tentative tract application. Therefore, all required improvements for this tentative map shall be constructed as one phase. A phased map could only be considered if a specific phasing plan is submitted for consideration as a tentative map amendment.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based upon its own independent review of the Record Evidence and considerations, and based on the

above findings which are necessary to protect the public health, safety, and general welfare, hereby recommends the City Council approve Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006.

BE IT FURTHER RESOLVED that the Livermore Planning Commission, based on the above findings which are necessary to protect the public health, safety, and general welfare, recommends the City Council approve the Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006, subject to the conditions of approval presented by staff on May 21, 2024, and the following recommendations to be reviewed by staff for incorporation into the additional conditions of approval, if feasible:

1. Explore the possibility of widening the garage widths in the proposed tandem units to widen openings as much as possible to optimize accessibility and encourage use of garage for parking two cars.
2. Incorporate the use of directional curb ramps, both internal curbs and those connecting to the existing public sidewalk.
3. Incorporate the use of raised crosswalks for internal crosswalks within the development.
4. Delineate and stripe parking stalls on both sides of Tranquility Circle.
5. Develop strategies to address the sun exposure and visibility of the proposed buildings, particularly on the western edges of the development.
6. Evaluate the proposed Class IV bike lane design to ensure consistency with design standards and consider the placement of the tree-lined buffer in between vehicular lanes and the bicycle lane on Isabel Avenue.
7. Consider the tradeoff of implementing the proposed Class IV bike lanes with the project versus collecting in-lieu fee payment and implementing improvements at the time the adjacent parcels along Isabel Avenue develop.

BE IT FURTHER RESOLVED that the Livermore Planning Commission recommends the City Council direct the Planning Manager to file a Notice of Exemption for Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006 with the Alameda County Clerk if the Project is approved.

The documents that constitute the record of proceedings upon which this decision is based can be found in the Community Development Department 1052 S. Livermore Avenue, in Livermore, California.

On the motion by Commissioner Dunbar, seconded by Commissioner Leary, the foregoing Resolution was adopted at the Planning Commission meeting of May 21, 2024 by the following vote:

AYES:ANDERSON, DUNBAR, FINTSCHENKO, LEARY, KRONZAK
NOES: NONE
ABSENT: NONE

Jacob Anderson, Chairperson

Stephen Riley

by Stephen Riley, Acting Planning Manager
Secretary to the Planning Commission

CONDITIONS OF APPROVAL

Vesting Tentative Tract Map (VTTM) 8612, Subdivision (SUB) 21-007 and
Site Plan Design Review (SPDR) 21-006

Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006 to develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection, implementing the Isabel Neighborhood Specific Plan. The development includes 164 for-sale condominium units, with 33 affordable units, 17 accessible units, common open space areas including four pocket parks, landscaping, parking, pedestrian connections to existing public right-of-way, and frontage improvements. The applicant has submitted for relief under the Housing Crisis Act of 2019 (CA SB330) and Density Bonus under Government Code section 65915.

Location: Southwest of Portola Avenue and Tranquility Circle, east of Isabel Avenue
APNs: 903-0014-004-00,
903-0014-005-00,
903-0014-006-00, and 903-0014-007-00

Recommended by Planning Commission: May 21, 2024
Approved by City Council: July 8, 2024

A. PROJECT AUTHORIZATION

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

2. Approval is limited to conformance of the land uses allowed in the Transition and Village zoning districts Subarea 2a of the Isabel Neighborhood Specific Plan and conformance with submitted development plans as conditioned herein. Use of the property shall be limited to those permitted by the Isabel Neighborhood Specific Plan.

3. Vesting Tentative Tract Map 8612 and associated Site Plan Design Review shall expire unless a Final Map is filed by July 8, 2026, or a request for extension is received and approved by the City.

A. PROJECT SPECIFIC CONDITIONS

The applicant shall respond in writing to all conditions contained in this document and its attachments. Responses shall describe how the condition has been met and shall, where applicable, direct the plan checker to the page and/or drawing detail that demonstrates

compliance with the condition. A copy of these responses shall be provided with each set of revised plans.

1. Prior to approval of first final map, the applicant shall record the deed notification provided in the Livermore Executive Airport - Airport Land Use Compatibility Plan, Chapter 3.3.4.6, on the property for which this discretionary development permit is issued, as follows:

   NOTICE OF AIRPORT IN VICINITY

   This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, or odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine whether they are acceptable to you.

2. Prior to approval of the project's improvement plans, the applicant shall identify the placement of the appropriate number of guest bicycle racks (i.e., 1 space per every 4 dwelling units or 41 spaces) on the landscape plans, <u>with centralized placement of bicycle loop racks, such as between building 18 and 19, as well as near the entryways</u>, to the satisfaction of the Community Development Director <u>(revised by staff per Planning Commission discussion on May 21, 2024</u>*).*

3. Prior to approval of the project's improvement plans, the applicant shall demonstrate the project's use of recycled water for irrigation purposes on the landscape plans, to the satisfaction of the City Engineer. All onsite irrigation shall use recycled water.

4. Prior to Building Permit approval, the applicant must meet the ADA parking requirements, to the satisfaction of the Community Development Department Director and the City Building Official.

5. Prior to Improvement Plan approval, the applicant shall demonstrate on the landscape plan that 20 percent of all onsite trees have a 24-inch box size or larger, to the satisfaction of the Community Development Department Director.

6. Prior to Improvement Plan approval, the applicant shall ensure all retaining walls are a maximum of six feet in height and for sloped areas where multiple retaining walls are proposed, the retaining walls shall maintain a minimum separation width equal to the height of the tallest adjacent retaining wall. In addition, the ground area between the retaining walls shall have a maximum slope of 3:1 <u>as feasible and to the satisfaction of the City</u>

Engineer (revised by staff June 25, 2024)(Specific Plan Policy DS-83).

7. Prior to approval of the project's improvement plans, the applicant shall demonstrate that the design and construction the proposed retaining walls adjacent to the creek corridor ensure stability of the project and minimize long term erosion of the multi-use trail to the satisfaction of the City Engineer.

8. Prior to sign installation, the applicant shall submit for, and receive approval of, all required sign design review and building permit applications.

9. Prior to Final Occupancy of the first building permit, the applicant shall obtain City of Livermore Commission for the Arts approval for all proposed public art and shall provide proof of approval to the satisfaction of the Community Development Department Director.

10. Prior to issuance of a Building Permit for residential building, the applicant shall submit a photometric plan and improvement plans, that demonstrate A-Street light levels meet the minimum, 1 foot-candle lighting requirement and 0.5 foot-candle along pedestrian paths, as approved by the Building Official and the Community Development Department Director.

11. Prior to issuance of a Building Permit for a residential building, applicant shall provide details of all site furnishings and shade structures on the landscape plans. Amenities shall include at least those identified in the entitlement plans but could include additional amenities such as outdoor cooking areas or activity courts, as approved by the Community Development Director.

12. Prior to Improvement Plan approval, applicant shall demonstrate on the landscape plans that all street frontage trees along Isabel Avenue, Portola Avenue, and Tranquility Circle will be installed to the satisfaction of the Community Development Department Director, and that if there is a conflict with the proposed tree placement and existing utility lines, applicant will cooperate with the Community Development Department Director to resolve such conflict in a way that best preserves the landscaping intent while not unduly burdening the applicant with major relocations of utilities.

13. The applicant is encouraged to consider the use of a local construction workforce who are paid area standard wages (Specific Plan Policy LU-46 and P-IMP-7).

14. In the event a Specific Plan Transportation Management Association (TMA) is formed for the Isabel Neighborhood, project shall annex into the association (Specific Plan Policy TRA-22).

15. In the event a programmatic Specific Plan parking management plan is created,

project shall participate in the plan (Specific Plan Policy TRA-26).

16. In the event a programmatic Specific Plan wayfinding signage plan is created, project shall participate in the plan (Specific Plan Policy DS-24).

17. Reduce vibration impacts associated with construction activities by requiring construction contractors to implement measures to help reduce vibration levels at nearby sensitive receptors. Measures could include using bulldozers less than 20,000 pounds within 50 feet of residences, quiet pile driving technology, etc. (Specific Plan Policy ENV-7). For all proposed projects, Bay Area Air Quality Management District (BAAQMD; "Air District") recommends requiring the implementation of all Basic Construction Mitigation Measures, listed in Table 8-1 of the BAAQMD CEQA Guidelines, whether or not construction-related emissions exceed applicable Thresholds of Significance (Specific Plan Policy ENV-14).

18. If, at the time of Building Permit application, the project site is determined to be within identified high risk Overlay Zones surrounding existing hazardous sites, roadways, or TAC sources, shall assess health risks at the location in question and to incorporate feasible design-related risk mitigation measures, such as HEPA filters or equivalent indoor air quality equipment mechanisms, as appropriate and determined in consultation with the City (Specific Plan Policy ENV-12).

19. Project contractors shall reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower shall operate on an EPA-approved Tier 4 or newer engine. If Tier 4 engines are not commercially available within 200 miles of the project site, EPA-approved Tier 3 engines are permissible (Specific Plan Policy ENV-15).

20. Project contractors shall reduce construction-related fugitive ROG emissions by ensuring that low-VOC coatings that have a VOC content of 10 grams/liter (g/L) or less be used during construction (Specific Plan Policy ENV-16).

21. Project contractors shall reduce construction-related GHG emissions through implementation of the Bay Area Air Quality Management District's recommended best practices (Specific Plan Policy ENV-17).

22. The applicant shall design the proposed vehicle bridge to span the bed and bank of the creek tributary to avoid placing bridge piers or footings within the creek, within bridge safety limits (Specific Plan Policy ENV-20). The bed and bank of the creek is assumed to be that which was determined in the USACOE Jurisdictional determination Corps File No. 2014-00016S, and RWQCB Site No. 02-01-C1187.

23. Require that construction and structure demolition/modification activities be conducted outside of the bird nesting season (February 1 to August 31) to the extent feasible. Construction activities may be permitted to occur within bird

nesting season if a qualified biologist conducts a pre-construction survey. The survey shall include the project site and a 250-foot buffer around project site boundaries, if feasible, not more than 14 days prior to site disturbance. If active nests of migratory birds are not detected, further action is not needed. If active nests are detected, an appropriate construction-free buffer shall be established around all active nests. Buffer size shall be determined by the biologist, with typical non-raptor buffers of 25 feet and raptor buffers of 250 feet and shall be periodically monitored by the biologist. After nesting is completed, as determined by the biologist, the buffer is no longer required. Buffers shall remain in place during the breeding season, or until the biologist has confirmed all chicks have fledged and are independent of their parents. The biologist survey, and any necessary buffer plans, shall be approved by the Community Development Department Director prior to site disturbance (Specific Plan Policy ENV-27).

24. The project shall implement the applicable project-level mitigation measures in the Mitigation Monitoring and Reporting Program (MMRP) prepared for the Isabel Neighborhood Specific Plan, as attached (Exhibit B).

25. All project appliances shall be electric (no gas connections allowed), as set forth in the Isabel Neighborhood Specific Plan Environmental Impact Report Mitigation, Monitoring, and Reporting Program and the Green Building Standards Code, Section 15.26.190 of the Livermore Municipal Code.

26. Transferable Development Credit (TDC) regulations and TDC fees shall be applied to the project consistent with Livermore Development Code Section 4.02.060.

31. All trees adjacent to public infrastructure shall use control features such as root barriers and engineered soils to prevent infrastructure damage, as approved by the Community Development Department Director.

32. Prior to Improvement Plan approval, the applicant shall demonstrate on the landscape plans compliance with the City's Water Efficient Landscape Ordinance (WELO), as approved by the Community Development Department Director.

33. Prior to Improvement Plan approval, applicant shall demonstrate on the landscape plans exterior backflow preventers shall be screened from public view with landscape or by other appropriate means, as approved by the Community Development Department Director.

34. The project applicant and/or contractor shall treat any human remains encountered during ground-disturbing activities in accordance with California Health and Safety Code Section 7050.5.

35. Prior to receiving a Building Permit for excavation, grading or construction on

development site, the applicant shall contact the Alameda County Vector Control Services District to determine if any pre-baiting requirements are necessary to control migration of vermin to adjacent property.

36. Prior to Final Map approval, the applicant shall incorporate the use of directional curb ramps, both internal curbs and those connecting to the existing public sidewalk, where practical, to the satisfaction of the City Engineer (recommended by Planning Commission May 21, 2024).

37. Prior to Final Map approval, the applicant shall incorporate the use of raised crosswalks for internal crosswalks within the development, as feasible. The applicant shall explore the possibility of raised intersections at both project entryways as they connect to the main spine road. The feasibility and placement of raised crosswalks or raised intersections on the final improvement plans will be agreed upon by the developer and the City Engineer, with consideration of public safety and functionality for residents, and service and emergency vehicles (recommended by Planning Commission May 21, 2024).

38. Prior to Final Map approval, the applicant shall delineate and stripe parking stalls on both sides of Tranquility Circle, with input from Engineering Transportation, to provide appropriate site lines and turning protection along entryways at both the Aura and Sage communities (recommended by Planning Commission May 21, 2024).

39. Prior to Final Map approval, the applicant shall identify final tree locations on the landscape plans, with consideration of placement of taller shade trees along the western and southern edges of the development, as feasible, to the satisfaction of the Community Development Director (recommended by staff and Planning Commission May 21, 2024).

B. GENERAL CONDITIONS OF APPROVAL

1. Development shall conform to the map designated by the City as Exhibit B-1. Exhibit B-1 plans shall include but are not limited to subdivision, landscape, and architectural plans reviewed and approved by the Planning Commission and City Council and amended by the applicant to reflect any changes indicated above in the Project Specific Conditions or required by the City in the approval process.

2. The development impact fees (e.g., traffic impact, housing in-lieu, park dedication in-lieu,) and project processing fees due in connection with this permit shall be based upon the fees in effect as of February 3, 2023 (Exhibit C), which is the date of Preliminary Application submittal, pursuant to the requirements of the Housing Crisis Act of 2019 (SB 330), unless otherwise vested under Development Agreement 114-97, as amended.

3. The Community Development Department may approve minor amendments to the permit, provided that the permit is still in substantial conformance with the original approval.

4. Approval of the Site Plan Design Review and Tentative Tract Map entitlements is not an authorization to commence construction. Building construction, alterations, repairs, sign erection, or occupancy shall not be permitted without prior approval of the Building Division through issuance of any required permits.

5. To the extent permitted by law, the project applicant shall defend, indemnify and hold harmless the City, its City Council, its officers, boards, commissions, employees and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and the applicant to attack, set aside, or void the approval of the project or any permit authorized hereby for the project, including (without limitation) reimbursing the City its attorney's fees and costs incurred in defense of the litigation. The City may, in its sole discretion, elect to defend any such action with attorneys of its choice.

C. ENGINEERING DIVISION – DEVELOPMENT

1. Development shall conform to the attached Engineering Considerations, dated June 5, 2024 (included in Exhibit A).

D. BUILDING DIVISION

1. Project will be required to be designed and constructed to the requirements of the currently adopted California Building Standards Code in effect at the time of Building Permit Application.

E. MAINTENANCE DIVISION

1. The project site's Homeowners' Association (HOA) shall perform all onsite landscape maintenance and cover all associated maintenance costs.

F. HOUSING AND HUMAN SERVICES DIVISION

1. Prior to Final Map approval, applicant shall enter into an affordable housing agreement to ensure all provisions of the City's Inclusionary Housing Ordinance are satisfied pursuant to Livermore Development Code Section 10.06.050, as approved by the Community Development Department Director, except as may be altered by the project's Density Bonus waivers and concessions.

G. FIRE DEPARTMENT

The Fire Prevention Bureau reviews building/civil drawings for conceptual on-site fire

mains and fire hydrant locations only. Plan check comments and approval DO NOT include: 1.) Installation of the on-site fire mains and fire hydrants. Specific installation drawings submitted by the licensed underground fire protection contractor shall be submitted to the Fire Prevention Bureau for approval; and 2.) Backflow prevention or connections to the public water mains.

1. FIRE HAZARDS: The project developer shall keep the site free of fire hazards from the start of lumber construction until the final inspection.

2. FIRE CODE: All construction shall conform to the requirements of the 2022 Livermore Fire Code and local ordinances. All required permits shall be obtained prior to work commencement.

3. SITE SAFETY: Site safety during construction shall be in accordance with Fire Code chapter 33.

4. FIRE SPRINKLERS: Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2022 Livermore Building, Fire and Residential Codes with local amendments and ordinances.

5. EMERGENCY RESPONDER RADIO: Emergency responder radio coverage shall be provided in accordance with section 510 of the Fire Code.

6. FIRE PROTECTION FACILITIES: Prior to any construction framing, the applicant shall provide adequate fire protection facilities, including, but not limited to a water supply and water flow in conformance to the City's Fire Department Standards able to suppress a major fire.

7. WATER FLOW AND CONTROL VALVES: All fire sprinkler system water flow and control valves shall be complete and serviceable prior to final inspection. Prior to the occupancy of a building having a fire alarm system, the Fire Department shall test and witness the operation of the fire alarm system.

8. ELECTRICAL CONDUIT: Electrical conduit shall be provided to each fire protection system control valve including all valve(s) at the water connections. The Livermore-Pleasanton Fire Department requires electronic supervision of all valves for automatic sprinkler systems and fire protection systems.

9. LISTED: All commercial, industrial, and multi-family residential occupancies shall have valve tamper and water flow connected to a listed Central Station Service in accordance with NFPA 72. Fire Department plan check includes specifications, monitoring, installation, and alarm company certificates. Fire alarm control panel and remote annunciation shall be at location(s) approved by the Fire Prevention Bureau. All systems shall be point identified by individual device and annunciated by device type and point.

10. HAZARDOUS MATERIALS: Should any operation or business activity involve the use, storage or handling of hazardous materials, the firm shall be responsible for contacting the Livermore-Pleasanton Fire Department prior to commencing operations. Please contact the Hazardous Materials Coordinator at 925/454-2361.

11. FIRE HYDRANTS: Fire hydrants shall be installed at spacing not greater than 300 feet in industrial and commercial developments. Fire hydrants shall be installed at spacing not greater than 400 feet in residential developments.

12. FIRE LANE MARKING: On-site access ways, turn arounds, and internal drives shall be designated as fire lanes and identified as such by red curb striping and posted with signs at locations approve by the Fire Department. Signs shall be according to State standards and read “No Parking – Fire Lane” and must be shown on the plans. The red curb striping, sign location(s), and sign language shall be included in the building permit submittal for review and approval by the Livermore-Pleasanton Fire Department prior to building permit issuance.

    a. The following schedule for NO PARKING signs shall apply:

Width	*Requirements*
36 feet or greater	No requirements
Between 28 and 36 feet	Post one side
Between 20 and 28 feet	Post both sides
Less than 20 feet	Not permitted
Cul-de-Sac	Not permitted

13. EMERGENCY VEHICLE ACCESS ROADS: Access roads shall have 13 feet, 6 inches unobstructed vertical clearance, 20 feet of unobstructed width (26 feet where occupied building floors exceed 30 feet height), and inside turning radius of 31 feet and outside turning radius of 51 feet. Unobstructed shall mean a clear travel way, excluding parking width, and designed for an emergency vehicle weight of 70,000 pounds under all weather conditions. Unobstructed width shall not include the width of rolled curbs, sidewalks, or non-drivable surfaces. All exterior portions of buildings must be within 200 feet of an access road. Yard and parking area may be able to be located farther than 200 feet from access roads, depending on the specific use.

14. FIRE VEHICLE TURNAROUNDS: Where Fire Department vehicle access through or around a site involves changes in direction or curves, inside radius of 45 feet and outside radius of 55 feet shall be provided to facilitate fire truck turning radius for entry and exit from the site. Dead-end access ways and internal drives shall not exceed 300 feet in length and shall terminate in cul-de-sacs no less than 96 feet in diameter or hammer-head (tee). Standards and options are available through the Livermore-Pleasanton Fire Department, Fire Prevention Bureau.

15. PREMISES IDENTIFICATION: Address numbers shall be installed on the front or primary entrance for all buildings. Minimum building address character size shall be 12-inch high by 1-inch stroke. In all cases address numerals shall be of contrasting background and clearly visible in accordance with the Livermore-Pleasanton Fire Department Premises Identification Standards. This may warrant field verification and adjustments based upon topography, landscaping or other obstructions.

16. RESIDENTIAL – NEW CONSTRUCTION: The following items shall be provided prior to any construction above the foundation or slab.

    a. Emergency vehicle access shall be provided to the site (tract), including areas where construction is occurring.
    b. Designated construction material storage and construction worker parking shall not obstruct the emergency vehicle access route(s).
    c. On-site fire hydrants shall be in service. Fire hydrants shall be flushed and all valves open.

17. MULTI-FAMILY RESIDENTIAL – NEW CONSTRUCTION: Projects with more than 100 dwelling units shall be equipped throughout with two separate and approved fire apparatus access roads.

18. FINAL INSPECTION: Prior to request for final inspection, all access roads, on-site access and fire hydrants shall be provided. All fire hydrants shall be accepted, inspected and tested to applicable City Standards.

H. POLICE DEPARTMENT

1. The project shall be required to conform to the provisions of the security section of the Livermore Municipal Code.

Exhibits:
A: Engineering Development Considerations
B: Isabel Neighborhood Specific Plan MMRP
C: January 2023 Fee Sheet

DATE: **May 16, 2024**
Revised: 6/5/24 by PC/Staff

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

TENTATIVE TRACT: **8612 (SUB21-007) - Aura**

LOCATION: **Tranquility Circle**

APPLICANT: **Shea 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 existing Maintenace Easement located adjacent to Portola Avenue within Parcel V shall be abandoned as needed on the Final Map.

The improvement plans shall show the creek set-back area as defined by Alameda County Zone 7 Water Agency.

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.

No specific phased development plan has been submitted with this tentative tract application. Therefore, all required improvements for this tentative map shall be constructed as one phase. A phased map could only be considered if a specific phasing plan is submitted for consideration as a tentative map amendment.

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-2, A-3, A-4, A-10, B-7, B-8, B-9, B-10, B-11, B-13, B-14, B-16, K-1, K-2, and 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.

E. SPECIFIC CONDITIONS

The Developer shall file a Final Map as described in Section 2 of these Engineering Consideration and comply with the following conditions:

A. The Developer shall design and construct the proposed retaining walls adjacent to the creek corridor to ensure stability of the project and minimize long term erosion of the multi-use trail.

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:

Isabel Avenue

Isabel Avenue is a major street in the General Plan. Along the project frontage Isabel Avenue is currently a 4-lane road with a striped median to accommodate turning lanes and a Class IIa bike lane in each direction.

The Isabel Neighborhood Specific Plan (INSP) requires that the existing bike lane at the project frontage on Isabel Avenue be replaced with a new Class IV separated bike lane with buffer along the project frontage in the northbound direction. Installation of this Class IV bike lane will include a physically raised barrier.

The Class IV bike lane will be comprised of an 8' bike lane and 3' median buffer. The median buffer shall have 6" deep curbs and be filed with landscaping and a decorative surface treatment subject to the review and approval of the Community Development Department. The Developer shall provide a minimum of 3 samples of proposed decorative surface treatments for the median buffer during the design phase for review and approval by the Community Development Department.

Final design of the Class IV bike lane shall include but is not limited to appropriate transitions to and from the existing Class IIa to the Class IV bike lane; modifications to signing and striping; any surface treatments and/or structures, and any necessary utility services needed for the maintenance of the median buffer.

To accommodate the space needed for the Class IV bike lane the Developer shall reconfigure Isabel Avenue as follows:

9'~~4'~~ raised median (to be constructed by others) (***Revised 6/5/24 by Staff)***
11.5' left turn lane
11.5' left turn lane
11.5' travel lane
11.5' travel lane

11.5' right turn lane
3' raised buffer median
8' Class IV bike lane

The Developer shall not be responsible for constructing the ***9'***~~4'~~ median but will need to coordinate its construction with the Developer of Isabel Crossings (SUB22-008) by locating the Isabel Avenue lane configurations in their ultimate locations. (***Revised 6/5/24 by Staff)***

The City is intending to redesign the intersection of Isabel and Portola Avenue to provide protection for cyclists utilizing the Class IV bike lane on Portola Avenue and passing through the intersection. The Developer shall install a corner island at the intersection to provide this protection. The revised intersection design shall be coordinated with the Isabel Crossings (SUB22-008) project across the street.

In order to provide a pedestrian connection to the existing multi-use trail on the site, the Developer shall construct a sidewalk on the Isabel frontage that will veer to the east to connect to the trail at an appropriate location. The Developer shall dedicate any additional easements needed to provide the public with access to this pedestrian connection. Maintenace of this pedestrian connection and any additional landscaping installed adjacent to the pedestrian connection shall be determined prior to the filing of the final map for the project.

<u>Portola Avenue</u>

Portola Avenue is a major street in the General Plan. Along the project frontage Portola Avenue is a 4-lane road with a landscaped median to accommodate turning lanes and a Class IIa bike lane in each direction.

The Isabel Neighborhood Specific Plan (INSP) requires that the existing bike lane at the project location be replaced with a new Class IV separated bike lane with buffer along the project frontage in the eastbound direction. Installation of this Class IV bike lane will include a physically raised barrier.

Due to Portola Avenue right-of-way constraints, the Developer shall reconfigure the existing east bound bike Class IIa bike lane between Isabel Avenue and Tranquility Circle as a Class IV bike lane.

The Class IV bike lane will be comprised of a ***6.5'***~~7'~~ bike lane and ***12"***~~6"~~ deep median curb buffer. The buffer area shall be designed with a combination of median buffer and open segments to provide cyclists with both a travel lane separated from traffic and periodic openings needed for drainage and maintenance access to the buffered bike lane. The median curb buffer shall be approximately 50'- 60' in length. At the intersection with Tranquility Way, the Class IV bike lane shall transition to a 9.5' shared right turn and bike ~~lane with a striped separation from the through lanes~~. (***Revised 6/5/24 by PC)*** (***Revised 6/5/24 by Staff)***

Final design of the Class IV bike lane shall include but is not limited to appropriate transitions to and from the existing Class IIa to the Class IV bike lane; modifications to lane widths on Portola

Avenue, modifications to signing and striping; any surface treatments and/or structures, and any necessary utility services needed for the maintenance of the median buffer.

Tranquility Circle

The Developer shall delineate and strip parking stalls on both sides of Tranquility Circle along the project frontage to the satisfaction of the City Engineer. (***Revised 6/5/24 by PC)***

Interior Streets

The interior streets are minor streets that shall be 26 feet wide with no on-street parking except where guest parking stalls are located. All private interior streets will be designated as Commons to distinguish them from public streets.

The Developer shall incorporate the use of directional curb ramps where practical to the satisfaction of the City Engineer. (Revised 6/5/24 by PC)

The Developer shall incorporate the use of raised crosswalks where practical to the satisfaction of the City Engineer. (Revised 6/5/24 by PC)

Alleys

All alleys shall have a minimum 22 feet wide clear travel way and be separated from the interior streets by a standard driveway or valley gutter. All alleys are to be private and maintained by the Homeowners Association for the project.

Emergency Vehicle Access and Bridge

The Developer shall construct and dedicate an easement for Emergency Vehicle Access on all streets and alleys as shown on the Tentative Map. The bridge crossing the creek providing access to Lots 14, 15, and 16 must be rated for a vehicle loading to support the weight of Emergency Vehicles. Supports for this bridge must be located outside of the creek as defined in the RWQCB Site No. 02-01-C1187 Water Quality Certification Attachment C, Exhibit A "Extent of Deed Restriction" to minimize alterations to the creek and the need to obtain regulatory permits.

Additionally, prior to the start of framing for any buildings, full street sections shall be installed to provide access for emergency vehicles during construction of the buildings. Full street sections shall include installation of fire hydrants, utilities and curb and gutters.

CASp Certification for Public Walkways/Sidewalks

The Developer shall have a certified CASp Specialist review and certify that the design for all pedestrian improvements within the public right-of-way or a public easement complies with the following applicable regulations: American with Disabilities Act (ADA) requirements, the Public Rights-of-Way Accessibility Guidelines (PROWAG), and the requirements found in Chapter 11B of the 2019 California Building Code. If an accessibility design cannot meet the above listed

applicable standards, the Developer shall propose and the CASp Specialist shall concur with a design exception request for approval by the City Engineer or their designee. In addition, the Developer shall have the certified CASp Specialist inspect and certify that pedestrian improvements are installed per the CASp certified design. Pedestrian improvements include new trails, walkways, sidewalks, accessible ramps, connections between existing and new pedestrian improvements, and modifications to existing pedestrian improvements within or adjacent to the project site, as shown on the approved plans.

5. TRAFFIC SIGNALS

Because the intersection of Isabel Avenue and Portola Avenue will be reconfigured with this project, the Developer shall coordinate with the City and adjacent Developers to adjust the existing traffic signal to accommodate changes to the intersection. Developer will be responsible for adding components to the existing traffic signal such a push buttons or pedestrian signals on the south east corner of the intersection that may be necessary to compliment the ultimate function of the reconfigured intersection.

6. TRAFFIC IMPACT FEE CREDITS AND REIMBURSEMENTS:

A. CREDITS

The developer has previously installed TIF improvements and provided land conveyances for the Isabel Avenue/I-580 Interchange Project in accordance with the Amended and Restated Development Agreement No. 114-97. The developer will receive TIF credits for this project in accordance with said development agreement.

7. SANITARY SEWERS

Because the Developer has chosen 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 sanitary sewer may be publicly maintained. 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 two-way cleanouts behind the curb shall be installed to each lot or site before the streets are surfaced.

8. STORM WATER DRAINAGE AND TREATMENT REQUIREMENTS

A. General

1. This site is subject to the National Pollutant Discharge Elimination System (NPDES) Program. Prior to the issuance of the initial grading or building permit, the Developer shall provide evidence

that the site is covered by the statewide General Permit to Discharge Storm Water associated with construction activity. This requires confirmation that a Notice of Intent (NOI) and the applicable fee was sent to the State Water Resources Control Board. In addition, the grading plans need to state: "All grading shall be in accordance with the Storm Water Pollution Prevention Plan prepared by the Developer per the Notice of Intent on file with the State Water Resources Control Board".

2. Necessary interceptor ditches shall be concrete. Field inlets and storm drainage pipe may be necessary in conjunction with concrete interceptor ditches as secondary drainage releases. All interceptor ditches shall be privately maintained.

The project will utilize the existing treatment and detention basin located on Parcel D of Tract 8121.

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).

Since the Developer has chosen to build private streets, the storm drain system will be privately owned and maintained by a homeowner's association and maintained to the property line. In order to differentiate the ownership of public and private facilities, the Developer shall provide the additional structures (manholes and or catch basins) to be installed at the property line.

C. Stormwater Infrastructure Maintenance Funding

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

D. Channels

Although no modifications are proposed to the adjacent un-named creek and the Arroyo Las Positas, if design changes are required the Developer shall obtain the approval of the California Department of Fish and Game (through a stream alteration permit), the Army Corps of Engineers, the Regional Water Quality Control Board, the State Department of Water resources, the U.S. Fish and Wildlife Service, and Alameda County Flood Control and Water Conservation District (Zone 7) if required by those agencies.

E. Storm Water Treatment, Detention and Low Impact Development Requirements

1. *The Developer shall treat the storm water runoff from this site prior to having the storm water enter the City's storm water distribution system. Stormwater Treatment, Low Impact Development, and Trash Capture is required by the Regional Water Quality Control Board. The Developer shall complete and or update the Stormwater Requirements Checklist. The Developer shall provide a storm water treatment plan with calculations indicating treatment that meets the latest requirements described in Section C.3 of the City's NPDES Permit with the Regional Water Quality Control Board. City approval of this plan and calculations is required prior to the approval of the improvement plans.*

2. *If this project is greater than one acre, the Developer shall provide a Hydrograph Modification Plan (HMP) with calculations in accordance with the Alameda Countywide Cleanwater Program (ACCWP) Bay Area Hydrology Model (BAHM) guidelines. The software for the design of control measures to meet the Flow Duration Control is available to download from* www.bayareamodel.org. *For additional information you may contact Debbie Salgado in the City's Engineering Department at (925-960-4558)*

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

F. Stormwater Treatment Infrastructure Maintenance Funding

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

9. REQUIRED SOURCE CONTROL STORMWATER MEASURES

The Regional Water Quality Control Board adopted Order R2-2022-0018 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 stainless steel markers are available for purchase from the Water Resources Division. For ordering information, please call 925-960-8100. For projects with newly developed, privately maintained streets, agency staff will verify that storm drain inlets have been marked before the final sign-off on the project's building permit or encroachment permit.

2. Interior Floor Drains

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

3. Parking Garages

Interior level parking garage floor drains shall be connected to a sand/oil interceptor or equivalent water treatment device approved by the Water Resources Division prior to discharging to the sanitary sewer system.

4. Pesticide/Fertilizer Application and Irrigation

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

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

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

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

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

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

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

i. Select plants that are well adapted to soil conditions at the site.

ii. Select plants that are well adapted to sun and shade conditions at the site. Consider future conditions when plants reach maturity. Consider seasonal changes and time of day.

iii. Provide irrigation appropriate to the water requirements of the selected plants.

iv. Select pest and disease resistant plants.

v. Plant a diversity of species to prevent pest infestation from affecting the entire landscaping plan.

vi. Use "insectary" plants in the landscaping to attract and keep beneficial insects.

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

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

5. 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.

6. Food Service Equipment Cleaning (NOT USED)

7. Refuse Areas (NOT USED)

8. Outdoor Process Activities/Equipment [1] (NOT USED)

9. Outdoor Equipment/Materials Storage (NOT USED)

10. Vehicle/Equipment and Commercial/Industrial Cleaning (NOT USED)

11. Vehicle/Equipment Repair and Maintenance (NOT USED)

12. Fuel Dispensing Areas [2] (NOT USED)

13. Loading Docks (NOT USED)

14. 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.

15. 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.

16. Architectural Copper Installation (NOT USED)

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[2] The fueling area shall be defined as the area extending a minimum of 6.5 feet from the corner of each fuel dispenser or the length at which the hose and nozzle assembly may be operated plus a minimum of one foot, whichever is greater.

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. Vehicle/Equipment Repair and Maintenance

   a. No person shall dispose of, or permit the disposal, directly or indirectly, of vehicle fluids, hazardous materials, or rinse water from parts cleaning operations into storm drains.

   b. No vehicle fluid removal shall be performed outside a building, or on asphalt or ground surfaces, whether inside or outside a building, except in such a manner as to ensure that

any spilled fluid will be in an area of secondary containment. Leaking vehicle fluids shall be contained or drained from the vehicle immediately.

c. No person shall leave unattended drip parts or other open containers containing vehicle fluid unless such containers are in use or in an area that cannot discharge to the storm drain.

4. Fueling Areas (NOT USED)

5. Loading Docks (NOT USED)

6. 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.

7. Architectural Copper Cleaning, Treating or Washing (NOT USED)

10. WATER SUPPLY (CITY)

Because the Developer chosen 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 project is located within the City of Livermore Water Zone 1, the developer shall install pressure reduction valves (PRVs), backflow prevention devices and appurtenances on the potable and reclaimed 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 existing and new electric (with the exception of any 60 KV and higher voltage wires) and communication lines along the project frontage and within the project shall be placed underground. Electric, gas, Comcast and SBC utilities are required and shall be placed in a common trench. All electric transformers shall be placed underground. (Commercial and industrial developments may

have above ground transformers).

12. TRAILWAY/BIKEWAY REQUIREMENTS

Active Transportation Plan

Certain portions of this development are within the City of Livermore Active Transportation Plan established and adopted as part of the General Plan. In accordance with this plan, the Developer will be required to construct Class IV bike lanes along the project frontages of Portola Avenue and Isabel Avenue.

13. MEDIANS AND OTHER LANDSCAPED AREAS

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

14. HORTICULTURIST'S REPORT

A Horticulturist's report will be required if the site is located north of Highway I-580.

15. SPECIAL DISTRICTS

A. Landscaping and Lighting Maintenance and Operation

This development is within Landscape Maintenance District No. LL-857 and is subject to the charges and requirements thereof.

The Developer shall prepare an amended assessment diagram and amended Engineer's Report incorporating all new parcels into LL-857 and shall be submitted for City review with the first improvement plan submittal.

B. Assessment District

This development is within Community Facilities District 2016-1(Sage Maintenance) (CFD) and is subject to the charges and requirements thereof. Because the CFD was formed with a non-residential use for the parcels within Tract 8612, the Developer shall bear the costs for any changes or modifications to the CFD that will be necessary to reconfigure the assessments for the new residential use within Tract 8612.

This development is within Community Facilities District 2016-2 (Shea Properties) (CFD) and is subject to the charges and requirements thereof. Because the CFD was formed with a non-residential use for the parcels within Tract 8612, the Developer shall bear the costs for any changes or modifications to the CFD that will be necessary to reconfigure the assessments for the new residential use within Tract 8612.

The development shall annex into Community Facilities Maintenance District 2023-1 (Isabel Neighborhood Specific Plan) to provide for maintenance funds for their pro-rata share of public infrastructure and landscaping that is installed with the Isabel Neighborhood Specific Plan.

The Developer shall initiate and bear the costs for the annexation into CFD 2023-1.

Annexation documents shall be filed with the filing of the final map. The necessary documentation shall be submitted for City review with the first improvement plan submittal.

16. AIRPORT LOCATION

This development is located in the vicinity of the Livermore Municipal Airport. Aircraft operations in the vicinity of the property may potentially create nuisances, including but not limited to noise, vibration or odors. The owner and or future buyer should be aware that operations and flight numbers at the Livermore Municipal Airport could increase in the future. A report must be filed with the Division of Real Estate relative to this matter.

All projects within the vicinity of Livermore Municipal Airport shall grant an avigation easement to the City. The Developer has already filed and recorded this easement over the project property (RSN 2003006164).

17. SUBDIVISION AGREEMENT AND SECURITY

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

18. FEE AMOUNTS

The Developer will be required to pay the applicable development impact fees and project processing fees due in connection with this subdivision. The fee shall be the amount in effect at the time the fee is required to be paid, unless otherwise vested under Development Agreement 114-97, as amended.

19. VEHICLE ACCESS

Prior to or with the submittal for the first plan check of the tract improvement plans and final map, the Developer shall submit for review and approval a traffic control plan for providing safe entry to and exit from the site. The purpose of the plan is to insure that there will be safe entry and exit by construction and other vehicles prior to the installation of the required permanent improvements for the project.

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

I-580 to Isabel Avenue to Tranquility Circle.

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

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

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

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

JW:DES

VTTM 8612_Shea Homes Tranquility (Aura) ECs 6-5-24 Final Final for CC

Project Title: SP18-001; DCA18-001; APZ18-001; GPA18-001; POL18-001; ZMA18-001; PD18-001; PD18-006; PD18-007; and PD18-009
Project Name: Isabel Neighborhood Specific Plan

Isabel Neighborhood Specific Plan Mitigation Monitoring Program

SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
Traffic and Transportation			
3.3-2 Implementation of the proposed Plan would violate an air quality standard and contribute substantially to an existing or projected air quality violation during construction.	**MM-AQ-1: Require Construction Fleet to Use Renewable Diesel.** All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.	COL	TM, C
	MM-AQ-2: Require Use of Diesel Trucks with 2010-Compliant Model Year Engines. All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to use diesel trucks that have 2010 model year or newer engines. In the event that 2010 model year or newer diesel trucks cannot be obtained, the contractor must provide documentation to the City showing that a good faith effort to locate such engines was conducted.	COL	TM, C
	MM- AQ-3: Require Payment of Mitigation Fees to Offset Emissions Exceeding BAAQMD's Daily Pollutant Thresholds. The City shall work with BAAQMD's Office of Community Investment and Infrastructure (OCII) to establish City-specific construction emissions offset guidance that can be implemented to assess, determine, and issue mitigation fees that project applicants would be required to pay BAAQMD on a pro rata basis for all concurrently ongoing	COL, BAAQMD	TM, C

Responsible Agency/Department/Party

COL City of Livermore
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SUMMARY OF IMPACT	SUMMARY OF MITIGATION MEASURE	AGENCY RESPONSIBLE FOR VERIFICATION	TIMING OF VERIFICATION
	construction projects in the Planning Area to offset all pollutant emissions exceeding BAAQMD's daily pollutant thresholds. The offset fees may be paid into BAAQMD's Bay Area Clean Air Foundation (Foundation) in an amount to be determined at the time of mitigation. This mitigation (AQ-3) does not apply **if builder/contractor documents they will not exceed BAAQMD's dailey pollutant threshold,** This mitigation includes the following specific requirements: • For all construction projects occurring in the Planning Area, the applicants for each project shall require their construction contractors to estimate annual construction activity monitoring data for the following year. All applicants shall submit their estimated construction-related emissions to the City for review by November 1 of each year for the following construction year. • The City shall review all received construction estimates to ensure they are representative, total the emissions estimates for all construction projects that had activities that would be ongoing during the following construction year, and determine the total mitigation fee that would need to be submitted to BAAQMD to fund offsets for the portion of annual emissions that exceed BAAQMD's average daily thresholds for criteria pollutants. • In light of the total mitigation fee that was determined, and based on the construction emission amounts submitted by each applicant, the City shall appropriate the mitigation fee amount that would need to be submitted by each project applicant on a pro rata basis. The City shall issue the required mitigation fee amounts to each applicable project applicant.		

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	• Upon receiving the City's assigned mitigation fee amount, the applicants shall enter into a construction mitigation contract with BAAQMD to submit their apportioned mitigation fees.		
3.3-4 Implementation of the proposed Plan would result in a cumulatively considerable net increase of a criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).	**MM-AQ-1: Require Construction Fleet to Use Renewable Diesel.** All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.	COL	TM, C
	MM-AQ-2: Require Use of Diesel Trucks with 2010-Compliant Model Year Engines. All applicants proposing development of projects within the Planning Area shall require their contractors, as a condition of contract, to use diesel trucks that have 2010 model year or newer engines. In the event that 2010 model year or newer diesel trucks cannot be obtained, the contractor must provide documentation to the City showing that a good faith effort to locate such engines was conducted.	COL	TM, C
	MM- AQ-3: Require Payment of Mitigation Fees to Offset Emissions Exceeding BAAQMD's Daily Pollutant Thresholds. The City shall work with BAAQMD's Office of Community Investment and Infrastructure (OCII) to establish City-specific construction emissions offset guidance that can be implemented to assess, determine, and issue mitigation fees that project applicants would be required to pay BAAQMD on a pro rata basis for all concurrently ongoing construction projects in the Planning Area to offset all pollutant emissions exceeding BAAQMD's daily pollutant thresholds. The	COL. BAAQMD	TM, C

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	offset fees may be paid into BAAQMD's Bay Area Clean Air Foundation (Foundation) in an amount to be determined at the time of mitigation. This mitigation (AQ-3) does not apply **if builder/contractor documents they will not exceed BAAQMD's dailey pollutant threshold,** This mitigation includes the following specific requirements: • For all construction projects occurring in the Planning Area, the applicants for each project shall require their construction contractors to estimate annual construction activity monitoring data for the following year. All applicants shall submit their estimated construction-related emissions to the City for review by November 1 of each year for the following construction year. • The City shall review all received construction estimates to ensure they are representative, total the emissions estimates for all construction projects that had activities that would be ongoing during the following construction year, and determine the total mitigation fee that would need to be submitted to BAAQMD to fund offsets for the portion of annual emissions that exceed BAAQMD's average daily thresholds for criteria pollutants. • In light of the total mitigation fee that was determined, and based on the construction emission amounts submitted by each applicant, the City shall appropriate the mitigation fee amount that would need to be submitted by each project applicant on a pro rata basis. The City shall issue the required mitigation fee amounts to each applicable project applicant.		

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	• Upon receiving the City's assigned mitigation fee amount, the applicants shall enter into a construction mitigation contract with BAAQMD to submit their apportioned mitigation fees.		
3.3-5 Implementation of the proposed Plan would expose sensitive receptors to substantial pollutant concentrations from new sources of toxic air containments.	**Mitigation Measure AQ-4: Require Future Projects Located within 1,000 Feet of Receptors Perform a Construction Health Risk Assessment**. All applicants proposing development of projects within 1,000 feet of existing sensitive receptors, as defined by the Bay Area Air Quality Management District (BAAQMD), shall prepare a site-specific construction health risk assessment (HRA) taking into account both project-level and cumulative health risks (including existing TAC sources). If the HRA demonstrates, to the satisfaction of the City, that the health risk exposures for adjacent receptors may be less than BAAQMD project-level and cumulative thresholds (as appropriate), then additional mitigation would be unnecessary. However, if the HRA demonstrates that health risks would exceed BAAQMD project-level and/or cumulative thresholds (as appropriate), additional feasible on- and offsite mitigation shall be analyzed by the applicant to help reduce risks to the greatest extent practicable.	COL, BAAQMD	TM, C, PC

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Energy, Greenhouse Gases, and Climate Change			
3.4-2 Implementation of the proposed Plan would generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment.	**MM- GHG-1**: Operational GHG Emissions Reduction Measures. Implement the following GHG emissions reduction strategies to guide future development within the Planning Area: 1. Require that a minimum of 20 percent of housing allowed under the proposed Plan be affordable (below market-rate) housing. 2. Incorporate street and intersection traffic calming measures to a minimum of 25 percent of streets and intersections in the Planning Area. Street traffic calming features may include, but are not limited to, on-street parking, planter strips with street trees, chicanes, horizontal shifts (lane centerline that curves or shifts), bollards, rumble strips, and woonerfs, Intersection traffic calming measures may include, but are not limited to, marked crosswalks, count-down signal timers, curb extensions, channelization islands, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, and traffic circles or mini-circles. 3. Expand the existing local bus network in the Planning Area by a minimum of 25 percent by adding or modifying bus routes to increase accessibility to the BART station at Isabel Avenue. 4. Require all new development to install indoor water efficient appliances and fixtures to achieve a minimum of 15 percent reduction in water usage and require applicants for new development to submit landscape and irrigation plans capable of achieving a minimum of 10 percent reduction in outdoor water usage. The percent reductions should be achieved over baseline water use conditions in the City at the time of	COL	TM, FM, BP, PC

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	development. 5. Require a minimum solid waste diversion rate of 85 percent to be achieved by 2040. 6. Require electric-only appliances and HVAC (e.g. no natural gas heating, cooling, or cooking). 7. Require employers with more than 50 employees to provide a suite of travel demand reduction measures (TDM) capable of reducing single-vehicle trips by at least 20 percent compared to normal trip generation rates.		
3.4-3 Implementation of the proposed Plan would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.	MM- GHG-1: Operational GHG Emissions Reduction Measures. Implement the following GHG emissions reduction strategies to guide future development within the Planning Area: 1. Require that a minimum of 20 percent of housing allowed under the proposed Plan be affordable (below market-rate) housing. 2. Incorporate street and intersection traffic calming measures to a minimum of 25 percent of streets and intersections in the Planning Area. Street traffic calming features may include, but are not limited to, on-street parking, planter strips with street trees, chicanes, horizontal shifts (lane centerline that curves or shifts), bollards, rumble strips, and woonerfs, Intersection traffic calming measures may include, but are not limited to, marked crosswalks, count-down signal timers, curb extensions, channelization islands, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, and traffic circles or mini-circles. 3. Expand the existing local bus network in the Planning Area by	COL	TM, FM, BP, PC

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	a minimum of 25 percent by adding or modifying bus routes to increase accessibility to the BART station at Isabel Avenue. 4. Require all new development to install indoor water efficient appliances and fixtures to achieve a minimum of 15 percent reduction in water usage and require applicants for new development to submit landscape and irrigation plans capable of achieving a minimum of 10 percent reduction in outdoor water usage. The percent reductions should be achieved over baseline water use conditions in the City at the time of development. 5. Require a minimum solid waste diversion rate of 85 percent to be achieved by 2040. 6. Require electric-only appliances and HVAC (e.g. no natural gas heating, cooling, or cooking). 7. Require employers with more than 50 employees to provide a suite of travel demand reduction measures (TDM) capable of reducing single-vehicle trips by at least 20 percent compared to normal trip generation rates.		
Noise			
3.6-1 Implementation of the proposed Plan could expose persons to or generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies.	**MM NOI-1**. Implement Traffic Noise Reduction Measures at Existing Sensitive Receptors. *Stationary Equipment Noise* Noise from mechanical equipment in the Planning Area could include HVAC and other mechanical equipment (e.g., larger mechanical equipment, emergency generators, etc.). As discussed under Impact 3.6-1 above, Policy P1 under Objective N-1.5 in the City General Plan states that the City shall require that industrial and commercial uses be designed and operated so as to avoid the generation of noise effects on surrounding sensitive land uses	COL	TM, BP, C, PC

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	(e.g., residential, churches, schools, hospitals) from exceeding the following noise levels for exterior environments: (a) 55 dBA L50 (7:00 a.m. to 10:00 p.m.) (b) 45 dBA L50 (10:00 p.m. to 7:00 a.m.). In addition, Policy P-ENV-8 under the proposed Plan, described previously, would ensure that noise from noise-generating land uses, as measured from the property line, would be limited as follows: • In residential areas of the Isabel Neighborhood, exterior noise levels may not exceed 65 dBA from 7:00 a.m. to 12:00 a.m or 60 dBA from 12:00 a.m. to 7:00 a.m. • Along Main Street and in the office, commercial, or business park areas of the Isabel Neighborhood, exterior noise levels may not exceed 75 dBA from 7:00 a.m. to 12:00 a.m or 65 dBA from 12:00 a.m. to 7:00 a.m.		
3.6-3 Implementation of the proposed Plan could result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.	**MM NOI-1.** Implement Traffic Noise Reduction Measures at Existing Sensitive Receptors. ***Stationary Equipment Noise*** Noise from mechanical equipment in the Planning Area could include HVAC and other mechanical equipment (e.g., larger mechanical equipment, emergency generators, etc.). As discussed under Impact 3.6-1 above, Policy P1 under Objective N-1.5 in the City General Plan states that the City shall require that industrial and commercial uses be designed and operated so as to avoid the generation of noise effects on surrounding sensitive land uses (e.g., residential, churches, schools, hospitals) from exceeding the following noise levels for exterior environments: (a) 55 dBA L50 (7:00 a.m. to 10:00 p.m.) (b) 45 dBA L50 (10:00 p.m. to 7:00 a.m.). In addition, Policy P-ENV-8 under the proposed Plan, described previously, would ensure that noise from noise-generating land uses, as measured from the property line, would be limited as follows:	COL	TM, BP, PC, C

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	• In residential areas of the Isabel Neighborhood, exterior noise levels may not exceed 65 dBA from 7:00 a.m. to 12:00 a.m or 60 dBA from 12:00 a.m. to 7:00 a.m. • Along Main Street and in the office, commercial, or business park areas of the Isabel Neighborhood, exterior noise levels may not exceed 75 dBA from 7:00 a.m. to 12:00 a.m or 65 dBA from 12:00 a.m. to 7:00 a.m.		
Biological Resources			
3.7-1 Implementation of the proposed Plan would have a substantial adverse effect, either directly or through habitat modifications, on special-status species.	**MM-BIO-1**: If impacts to special-status plan species are unavoidable, Prepare and implement a salvage, relocation, or propagation and monitoring plan for special-status plant species. If a protocol-level botanical survey reveals the presence of special-status plant species in the Planning Area, all directly affected areas of special-status plants will be documented by a qualified botanist or ecologist retained by project proponents prior to issuance of grading permits, consistent with Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities State of California (CDFW, 2009). Documentation will include density and percent cover; key habitat characteristics, including soil type, associated species, hydrology, and topography; and photographs of preconstruction conditions. Impacts to rare (California Rare Plant Rank 1 and 2) native plant species will be avoided where feasible. If impacts to such species are unavoidable, the project proponent will notify USFWS and/or CDFW and a qualified botanist or restoration ecologist will prepare a salvage, relocation, or propagation and monitoring plan in coordination with USFWS and/or CDFW prior to construction to address affected special-status plant species. The plan will include provisions that address the techniques, location, and procedures required for the successful establishment of the plant populations. The plan will include provisions for performance that address survivability	COL. Zone 7, CDFW, USFW	TM, C, PC

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	requirements, maintenance, monitoring, implementation, and the annual reporting requirements. Monitoring and success criteria applicable to special-status plant salvage, relocation, or propagation will require the following. • At least two surveys by a qualified botanist or ecologist per monitoring year. • At least 80 percent of the planted area must support vegetation composition and density consistent with reference population conditions. • At least 80 percent of the planted area must support target species amounts similar to reference feature conditions. • A minimum of five consecutive years of monitoring to ensure success criteria are met. • Remedial actions to restore intended ecological function of planted areas that fail to meet the success criteria for three consecutive years. MM-BIO-2: Avoid nesting birds where feasible. Proponents (or their contractors) of specific projects under the proposed Plan shall conduct construction activities outside the bird nesting season (February 1 to August 31) to the extent feasible. If construction initiation is unavoidable during this time, the project proponent or its contractor will retain a qualified wildlife biologist with demonstrated nest-searching experience to conduct preconstruction surveys for nesting birds (including raptors, but excluding burrowing owl) within 300 feet and including the near-term or longer-term improvements environmental footprints. Adjacent lands outside the development footprints will be scanned with binoculars from the limit of ground-disturbance and publicly accessible areas. Preconstruction surveys will occur no more than three days prior to the onset of ground-disturbing activities (including clearing, grubbing, and		

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	staging) at each development area. If active nests are found in the development footprints, the biologist will establish a no-disturbance buffer around the nest and mark the buffer perimeter with high-visibility fencing, flagging, or pin flags. The size of the buffer will be based on the species' sensitivity to disturbance and planned work activities in the vicinity; typical buffer sizes are 250 feet for raptors and 50 feet for other birds. The buffer will remain in place until the nest is no longer active, as determined by the biologist. Buffers for any nests found outside but within 300 feet of the development sites will be established based on the biologist's best professional judgment whether the work would result in nest abandonment. If a lapse in construction activities of 15 days or longer at a previously surveyed environmental footprint occurs, another preconstruction survey will be conducted. If structure demolition activities cannot occur outside of the nesting season, the project proponent or its contractor will remove inactive nests from the structure to be demolished and install nest exclusion measures (e.g., fine mesh netting, panels, or metal projectors) outside of the nesting season. All exclusionary devices will be monitored and maintained throughout the breeding season to ensure that they are successful in preventing the birds from accessing the cavities or nest sites. No more than three days prior to structure demolition activities, a qualified biologist will conduct a preconstruction survey of all potential nesting habitat on the structures to be demolished/modified and the surrounding areas for the presence of active nests. If active nests are found on the structures or in the affected area, then demolition/modification activities will not proceed until the biologist verifies that all nests on the structures are inactive. After all surveys and/or nest deterrence activities are completed at each development footprint, the biologist will complete a memorandum detailing		

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	the survey effort and results and submit the memorandum to the project proponent within seven days of survey completion. MM-BIO-3: Avoid burrowing owl nesting where feasible. Prior to any construction activity planned during the fall and winter non-nesting season (September 1 through January 31) or at any time during the construction process, proponents of projects proposed within the Planning Area will retain a qualified wildlife biologist to conduct a preconstruction survey for burrowing owls. Surveys will be conducted at each area of suitable habitat that will be disturbed no more than seven days prior to ground-disturbing activities and will cover all suitable burrowing owl habitat subject to disturbance pursuant to CDFW's Staff Report on Burrowing Owl Mitigation (California Department of Fish and Game, 2012). If any burrowing owls are found within the disturbance area, the project proponent will notify CDFW and will proceed under CDFW direction. If construction is planned to occur during the nesting season (February 1 through August 31), the project proponent will retain a qualified wildlife biologist to conduct a breeding season burrowing owl survey in the year prior to construction. The survey will be conducted to determine if there is a breeding pair within approximately 500 feet of each development footprint, unless the biologist determines that a smaller survey buffer around the construction footprint is warranted based on preexisting background disturbance and conditions. Survey visits will be timed in accordance with CDFW guidelines (California Department of Fish and Game, 2012). This will provide the project team advance notice of nesting owls in the development area and allow ample time to discuss appropriate avoidance measures with CDFW. In addition, preconstruction surveys will be conducted no more than seven days prior to ground disturbance in all areas of the development footprint supporting burrowing owl habitat. If the biologist identifies the		

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	presence of a burrowing owl nest in an area scheduled to be disturbed by construction, a 660-foot no-activity buffer will be established and maintained around the nest while it is active. Surveys and buffer establishment will be performed by qualified wildlife biologists, and buffers will be coordinated with CDFW by contacting the appropriate CDFW personnel, and will be subject to CDFW review and oversight. **MM-BIO-4**: Avoid tricolored blackbird breeding habitat where feasible. If construction activities in or within 300 feet of freshwater emergent wetland habitat occur during the breeding season (February 1 through August 31), the project proponent will retain a qualified biologist to conduct surveys for the presence of a tricolored blackbird nesting colony or nests. If an active nest colony or nest is observed by the qualified biologist, then a no-disturbance buffer of 250 feet will be established until the end of the breeding season or until the nesting colony or nest is determined inactive by the biologist. Nest buffers may be reduced if site-specific conditions reduce the possibility of near-term or longer-term improvements disturbance, as determined by the qualified biologist in coordination with CDFW. **MM-BIO-5**: Avoid western pond turtle where feasible. Prior to the start of construction within western pond turtle habitat (i.e., any undeveloped areas within 400 feet of riverine aquatic habitat, freshwater emergent wetlands, vernal pools, or seasonal wetlands), proponents of proposed projects within the Planning Area shall retain a biologist approved by the CDFW to survey for western pond turtles. Surveys will be conducted at each habitat area no more than seven days prior to the initiation of ground disturbance at that location. If preconstruction surveys identify active nests, the biologist will establish 50-foot no-disturbance buffer zones around each nest using temporary orange construction fencing with a four-inch-tall gap		

Responsible Agency/Department/Party

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CDFW California Department of Fish & Wildlife
USFWS United States Fish and Wildlife Service
LVJUSD Livermore Valley Joint Unified School District
LPC Las Positas College
BAAQMD Bay Area Air Quality Management District

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	below the fence. The fencing will be permeable to young turtles and allow them to move away from the nest following hatching. The buffer zones and fencing will remain in place until the biologist has confirmed that the young have left the nest. If non-nesting pond turtles are found in the footprint, the biologist will remove and relocate them to suitable habitat outside the environmental footprint. Relocation sites will be subject to CDFW approval. MM-BIO-6: Avoid San Joaquin kit fox and American badger where feasible. Within one year but no less than three months prior initiating construction, proponents of specific projects within the Planning Area will retain qualified biologists to identify potential kit fox and badger dens in the development footprint and surrounding 200 feet. The biologist will prepare a report summarizing the survey observations and results, including maps depicting the locations of potential badger dens and, if possible, occupancy. The report will be submitted to the project proponent and CDFW. Prior to construction, the project proponent will retain qualified biologists to implement preconstruction surveys of previously identified potential kit fox and badger dens to determine if they are natal kit fox or American badger dens no less than 14 days and no more than 30 days before the initiation of construction at each development footprint (e.g., one week ahead of the construction crew for linear components). Construction activities will not occur within 100 feet of a potential den during the natal period (February 1 to September 30). If a known den or natal den is present within the permanent construction footprint or within 200 feet of the construction footprint during the natal period (100-foot buffer during the nonnatal period), the kit fox or badger will be excluded outside of the natal period (from November 1 to January 31). A summary report will be prepared by the biologists and submit to the project proponent and CDFW following completion of all kit fox or badger avoidance and exclusion activities.		

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	MM-BIO-7: Avoid California tiger salamander and California red-legged frog where feasible. Proponents of specific projects within the Planning Area shall retain a USFWS and/or CDFW-approved biologist (as appropriate) to identify and flag (pin flags or 4-foot lath) all suitable aquatic habitat for California tiger salamander and California red-legged frog outside of but adjacent to development footprints and ground-disturbance areas prior to staging, vegetation clearing, grading, or other construction activities. The project proponent or its contractor will protect habitat areas by installing orange exclusion and erosion control fencing at the maximum practicable distance from the work site or, if feasible, at least 500 feet from the aquatic habitat edge, wet or dry, to make it easily visible by construction crews. A qualified biologist will conduct a preconstruction survey each morning before construction activities begin and continue to monitor ground-disturbing construction activities where suitable habitat occurs during all phases of construction to remove any California tiger salamander and California red-legged frogs found in the development footprint. Individual salamanders and frogs will be moved immediately to a relocation site that is a minimum of 330 feet from the construction boundary. The relocation site will be determined in coordination with USFWS and/or CDFW prior to the commencement of construction activities. Construction activities near drainages and wetland complexes identified as potential movement corridors shall take place between July 1 and October 1, when the California tiger salamander and California red-legged frog are least likely to be present in the development area. To discourage California tiger salamander and California red-legged frogs from entering the improvements areas via ditches, the ditches will be		

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	equipped with lightweight, one-way flow gates. These will be designed so that water can easily pass from the construction site to the ditches, but small vertebrates such as the salamander or frog cannot move upstream from ditches to the development area. MM-BIO-8: Avoid Callippe silverspot butterfly where feasible. Prior to construction, proponents of specific projects within the Planning Area will retain a qualified botanist or biologist with experience in identifying Viola pedunculata, the host plant for Callippe silverspot butterfly, to identify and flag (with pin flags or 4-foot lath) any Viola pedunculata individuals during its blooming season (February to April) when the species is readily identifiable in and within 50 feet of the near-term and longer-term improvements that will affect California annual grassland. The locations of Viola pedunculata outside of the ground disturbance area of the near-term or longer-term improvements will be included on grading plans and avoided by construction personnel. The biologist will document the number and density of host plants that are unavoidable in development footprints. This information shall be compiled in a report and submit to USFWS prior to initiation of ground disturbance. The project proponent or its contractor will adhere to the following host plant avoidance measures. • No herbicide application will occur within 100 feet of host plant populations. Spot application to cut stumps, frilled stems, or injection into stems is acceptable. No broadcast herbicide applications will be used. • Cut trees that are removed in the vicinity of host plants will be hand carried rather than dragged to disposal areas. • Avoid or minimize the removal of host plant, Viola pedunculata.		

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	• Avoid work in suitable habitat during the flight and mating season (mid-May to mid-July) to the extent feasible. **MM-BIO-9**: Avoid roosting bats where feasible. If tree removal and trimming cannot be conducted between September 15 and October 30, proponents of projects implemented under the proposed Plan will retain a qualified biologist to examine trees to be removed or trimmed for suitable bat roosting habitat no more than 2 weeks before removal and trimming. High-quality habitat features (large tree cavities, basal hollows, loose or peeling bark, larger snags, palm trees with intact thatch, etc.) will be identified and the area around these features searched for bats and bat signs (e.g., guano, culled insect parts, urine staining, etc.). Mixed willow riparian scrub and stands of mature broadleaf trees should be considered potential habitat for solitary foliage-roosting bat species. Passive monitoring using full spectrum bat detectors may be needed if identification of bat species is required. Survey methods will be discussed with CDFW prior to the start of surveys. Measures to avoid and minimize impacts on sensitive bats species will be determined in coordination with CDFW and may include the following. • Tree removal will be avoided between April 1 and September 15 (the maternity period) to avoid effects on pregnant females and active maternity roosts (whether colonial or solitary). • All tree removal will be conducted between September 15 and October 30, which corresponds to a time period when bats have not yet entered torpor or would be caring for nonvolant (non-flying) young. • Each tree will be removed in pieces rather than felling the entire tree. • If a maternity roost is located, whether solitary or colonial, that roost will remain undisturbed until September 15 or a qualified biologist		

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	has determined the roost is no longer active. • If avoidance of nonmaternity roost trees is not possible, and tree removal or trimming must occur between October 30 and September 15, qualified biologists will monitor tree trimming and removal. If possible, tree trimming and removal should occur in the late afternoon or evening when it is closer to the time that bats would normally arouse. Prior to removal and trimming, each tree will be shaken gently and several minutes should pass before felling trees or limbs to allow bats time to arouse and leave the tree. The biologists will search downed vegetation for dead and injured bats. The presence of dead or injured bats that are species of special concern will be reported to CDFW. The biologist will prepare biological monitoring report, which will be provided to the project proponent and CDFW.		
3.7-2 Implementation of the proposed Plan would not adversely affect riparian habitat and/or other sensitive natural communities in the Planning Area.	**MM-BIO-10:** Avoid and protect riparian habitat during construction. Proponents of specific projects under the proposed Plan will ensure that a qualified resource specialist (i.e., biologist, botanist, or ecologist) will clearly identify riparian habitat to be preserved abutting the development area and outside of the direct construction area with high-visibility construction fencing or markers (e.g., lathe or pin flags) before site preparation. Construction will not encroach upon sensitive natural communities identified by the resource specialist. The resource specialist will use the project's verified wetland delineation, soils data, and land cover data to confirm the location of riparian habitat boundaries based on existing conditions at the time of the avoidance marking. Exclusion fencing or markers will be installed before construction activities are initiated, and the fencing will be maintained throughout the construction period. No construction activity, traffic, equipment, or materials will be permitted in fenced sensitive natural	COL. ZONE 7, USFW, CDFW	TM, C

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	community areas. Exclusion fencing and markers will be removed following completion of construction activities. All conditions imposed by State and federal permits for individual improvements will be clearly identified in the construction plans and specifications and monitored during and after construction to ensure compliance. **MM-BIO-11:** Compensate for loss of riparian habitat. • For direct effects on woody riparian trees that cannot be avoided, proponents of specific projects under the proposed Plan will compensate for the loss of riparian habitat to ensure no net loss of habitat functions and values. Compensation ratios will be based on site-specific information and determined through coordination with the appropriate State and federal agencies during the permitting process. At a minimum, the compensation ratio will be 2:1 (e.g., two acres restored/created/enhanced or credits purchased for every 1 acre removed) for permanent impacts and 1:1 for temporary impacts (where riparian habitat will regenerate to pre-activity character within one year). Compensation may be a combination of offsite restoration or mitigation credits. The project proponent or its contractor will develop a restoration and monitoring plan that describes how riparian habitat will be enhanced or recreated and monitored over at least 5 years, or as determined by the appropriate State and federal agencies. • If the project proponent identifies suitable onsite areas (adjacent to the permanent construction footprint) that are outside the development footprint and chooses to compensate onsite or in the project's vicinity, a revegetation plan will be prepared. The revegetation plan will be developed prior to the removal of existing riparian vegetation and will be conducted onsite or in the near-term		

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	or longer-term improvements vicinity to the extent feasible; however, mitigation site selection will avoid areas where future development or maintenance are likely. The revegetation plan will be prepared by a qualified botanist or restoration specialist with experience in riparian restoration and reviewed by the appropriate agencies. The revegetation plan will specify the planting stock appropriate for each riparian land cover type and each mitigation site, ensuring the use of genetic stock from the corresponding development area by project. The plan will employ the most successful techniques available at the time of planting. Success criteria will be established as part of the plan and will include a minimum of 70 percent revegetation success after three years, 80 percent revegetation success at the end of five years, and 75 percent vegetative coverage after five years. • The project proponent or its contractor will retain a qualified botanist, restoration ecologist, or biologist with experience in riparian restoration to monitor the plantings as necessary for five years. The project proponent or its contractor will be responsible for maintaining the plantings, including managing invasive plants (as defined by the California Invasive Plant Council) and other weeds, and implementing irrigation and plant protection if necessary. The project proponent or its contractor will submit annual monitoring reports to the regulatory agencies issuing permits related to habitat effects, including CDFW, USACE, and USFWS. Replanting will be necessary if success criteria are not met, and replacement plants subsequently will be monitored and maintained to meet the success criteria. The riparian habitat mitigation will be considered successful when the sapling trees established meet the success criteria, the habitat no longer requires substantial active management, and vegetation is arranged in groups that, when mature, replicate the area, natural structure, stratification, and species composition of similar riparian habitats in the region.		

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3.7-3 Implementation of the proposed Plan would not adversely affect federally protected wetlands and other waters regulated under Section 404 of the Clean Water Act.	**MM-BIO-12:** Avoid and protect wetlands during construction. Proponents of specific projects under the proposed Plan will ensure that a qualified resource specialist (i.e., wetland biologist, ecologist, or soil scientist) will clearly identify wetland areas to be preserved abutting the development area and wetland areas outside of the direct construction area with high-visibility construction fencing or markers (e.g., lathe or pin flags) before site preparation. Construction will not encroach upon jurisdictional wetlands identified by the resource specialist. The resource specialist will use the development footprint and verified wetland delineation to confirm the location of wetland boundaries based on existing conditions at the time of the avoidance marking. Exclusion fencing or markers will be installed before construction activities are initiated, and the fencing will be maintained throughout the construction period. No construction activity, traffic, equipment, or materials will be permitted in fenced wetland areas. Exclusion fencing and markers will be removed following the completion of construction activities. All conditions imposed by the projects' State and federal permits will be implemented as part of the construction, with ultimate enforcement oversight by applicable State and federal agencies. The conditions will be clearly identified in the construction plans and specifications and monitored during and after construction to ensure compliance. **MM-BIO-13**: Compensate for impacts on jurisdictional wetlands and non-wetland waters of the United States (aquatic resources) prior to near-term and longer-term improvements impacts during construction. If projects impact jurisdictional wetlands and non-wetland waters, proponents of these specific projects under the proposed Plan will develop an aquatic resource (wetlands and non-wetland waters of the United States) mitigation plan, subject to approval by the USACE, which will ensure no net	COL. ZONE 7, USFW, CDFW	TM, C

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	loss of wetlands from development impacts. The plan will detail the amount and type of wetlands (based on the projects' verified wetland delineation) that will be compensated for (through preservation, creation, or restoration) for impacts on existing wetlands and non-wetland waters of the United States (aquatic resources), and outline the monitoring and success criteria for the compensation wetlands and non-wetland waters of the United States. Additional enhancement options include fish barrier removal, riparian restoration, floodplain restoration, and streambank layback to improve overall ecologic function and connectivity of wetland and non-wetland waters. Enhancement sites will be located as near the impact location as possible but, in the event that local enhancement opportunities are not available, such activities will occur within the same stream system or watershed to provide improved ecologic function and connectivity of wetlands and non-wetland waters affected by development activities. Monitoring and success criteria applicable to created or restored wetlands will require the following. • At least two surveys by a qualified wetland biologist, botanist, or ecologist per monitoring year. • At least 80 percent of the created or restored features support vegetation consistent with reference feature conditions. • At least 80 percent of the created or restored features support hydrologic regimes similar to reference feature conditions. • A minimum of five consecutive years of monitoring to ensure success criteria are met. • Remedial actions to restore intended ecological function of created or restored features that fail to meet the success criteria for three consecutive years.		

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	Once the plan is approved, the project proponent will implement the aquatic resource compensation measures prior to the initiation of development construction. The project proponent will be responsible for funding compensatory mitigation, monitoring of the created or restored features per the mitigation plan, and any remedial actions necessary. All conditions that are attached to the State and federal permits will be implemented as part of the development project, with ultimate enforcement oversight by applicable State and federal agencies. The conditions will be clearly identified in the construction plans and specifications and monitored during and after construction to ensure compliance.		

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CITY OF LIVERMORE COMMUNITY DEVELOPMENT DEPARTMENT

DEVELOPMENT IMPACT AND CONNECTION FEES

EXHIBIT B

Effective January 1, 2023

TYPE OF FEE	CITY CODE AND RESOLUTION	WHEN PAYABLE	AMOUNT OF FEE
City Storm Drainage	Title 13.44.020,050,100 Ord. 1923 Reso. 2010-177	With Building Permit	$0.54/SF Impervious Surface
County Storm Drainage Building Zone 7	ACFC & WCD Co. Ord. 0-2010-001 Reso. R-2001-4	With Building Permit	$1.00/SF Impervious Surface
County Storm Drainage Public Improvements e.g. streets, sidewalks, trails, etc.	ACFC & WCD Co. Ord. 0-2010-001 Reso. R-2001-4	With filing of Final Map or approval of Improvement Plans	$1.00/SF Impervious Surface
County Storm Drainage - Capital Improvements	ACFC & WCD Co. Ord. 0-2010-001 Reso. R-2001-4	With award of contract	$1.00/SF Impervious Surface
Sanitary Sewer Connection	Title 13.28.050 Ord. 1740 Reso. 2010-177	With Building Permit	**See Attached Exhibit "A"**
Park Land Dedication	Title18.32.020 Ord. 1744 Reso. 2004-259	Concurrently with, or before the filing of the first parcel or final map	The City may approve a credit against the Park Facilities Fee for park land dedication made under LMC 18.32.020. The credit may not exceed the value of the dedication requirement. See LMC 12.60.070 for credit details N/A for Non-Residential
Park Facilities Fee	Title 12.60 Ord. 1743 Reso. 2005-152	With Building Permit	**See Attached Exhibit "B"**
City Water Connection (1)	Title 13.20.020 Ord. 1507 Reso. 2010-177	With Building Permit	5/8" $5,292 3/4" $7,937 1" $13,229 1-1/2" $26,458 2" $42,332 Price per User for Meter Size, FOR LARGER METERS, INQUIRE
Alameda County Water Connection Zone 7	Ord. FC 72-1 as amended by FC-96-1792 and updated 10-20-10	With Building Permit **See Zone 7 Attachment**	5/8" $33,730 3/4" $50,595 1" $84,325 Price per User for Meter Size, FOR LARGER METERS, INQUIRE
In-Lieu Low Income Housing Fee (Residential) For Sale & Neighborhood Plan Areas	Title 3.26 Reso. 2021-181 Ord. 1988 and 1989	With Building Permit	$39.94/SF for all residential housing developments 10 units or less. Projects more than 10 units are subject to must-build requirement of ordinance. Rental projects 10 units or less are exempt from In-Lieu. Effective 7/28/21, on-site requirement applies for 11+unit projects.
Low Income Housing Impact Fee (Commercial and Industrial)	Title 3.26 Reso. 99-18 Ord. 1549	With Building Permit	**Commercial** — **Unit** — **KSF Fee per Unit** Retail Commercial — KSF — $2,380 Discount/Service Retail — KSF — $1,792 Office Commercial — KSF — $1,529 Hotels/Motels — Room — $1,168 **Industrial** Manufacturing — KSF — $734 Warehouse/Storage — KSF — $213 Business/Commercial Park — KSF — $1,519 Industrial, High Intensity — KSF — $753 Industrial, Low Intensity — KSF — $476

(1) Areas within the California Water Service Area do not pay a City water connection fee. Areas within the Greenville/Vasco Assessment District or within Triad Park do not pay a City water connection fee. The fee for a single family residential unit is the 5/8 inch meter fee.

(2) All projects within the Downtown Specific Plan are subject to both City Wide General Plan & Downtown Specific Plan cost recovery. Any project that paid planning entitlement fees prior to July 27, 2008 is not subject to this fee, regardless of when they pull building permits.

NOTE: Subject to adjustment each year per Construction Cost Index

NOTE: No impact fees can be charged for ADUs less than 750 square feet. Impact fees allowed for ADUs 750 square feet or larger but shall be charged proportionately in relation to square footage of the primary dwelling.

CITY OF LIVERMORE COMMUNITY DEVELOPMENT DEPARTMENT

DEVELOPMENT IMPACT AND CONNECTION FEES

EXHIBIT B

Effective January 1, 2023

TYPE OF FEE	CITY CODE AND RESOLUTION	WHEN PAYABLE	AMOUNT OF FEE
Traffic Impact Fee **NOTE:** If special Assessment District exists, special calculations are required	For info regarding the appropriate development categories see Section 12.30 of the City of Livermore Municipal Code Reso 2005-151 Ord. 1742	With Building Permit	See Attached Exhibit "C"
Tri-Valley Transportation Development (TVTD) Fee See Attached Annual Adjustment to TVTD Fee	Title 12.24.050 Ord. 2012 Reso. 2014-184 *Reso 2015-01 **Reso 2019-03	With Building Permit	Residential — Fee Per Unit Single family — $5,057.00 Multi-family — $3,484.00 Affordable Housing* — $0.00 ADU/SDU** — $0.00 Non Residential — Per KSF Retail — $3,740.00 Office — $8,590.00 Industrial — $5,000.00 Average Peak Hour Trip Other — $5,620.00

SCHOOL IMPACT FEES:

The City of Livermore collects School Mitigation Development Fees (school fees) on behalf of the Livermore Valley Joint Unified School District. The fees must be paid for by cash or a check made out to the City of Livermore. Fees are due upon issuance of a qualifying building permit.
See Attached Exhibit "D"

SOCIAL / HUMAN SERVICES FACILITY

Social/Human Services Facility Fee	Title 12.70 Ord. 1851	With Building Permit	See Attached Exhibit "E"

ART IN PUBLIC PLACES

Art in Public Places Fee (Development)	Ord. 1836 Title 12.51	0.33% of total project valuation
Public Art Enrichment (CIPs)	Ord. 2065 Title 12.50	1.0% of total project valuation

DOWNTOWN SPECIFIC PLAN DEVELOPMENT FEES

TYPE OF FEE	CITY RESOLUTION	AMOUNT OF FEE
In-Lieu Payment for Public Open Space	Resolution 2005-041	$50 per square foot of required open space
In-Lieu Parking Fee	Resolution 2017-006	$22,684.29
Downtown Revitalization Fee	Title 12.32	Residential — Fee Per Unit Dwelling Unit — $6,926 Non Residential (6) — Per SF Retail/Office — $21.34

SOUTH LIVERMORE VALLEY SPECIFIC PLAN DEVELOPMENT FEES (1)

TYPE OF FEE	CITY CODE AND RESOLUTION	FEE PER RESIDENTIAL UNIT
Plan preparation fee	Resolution 2003-114	$1,637
Recycled water fee	Resolution 98-175	20% of the current Alameda County Water Connection Fee
Major attraction fee	Resolution 2003-114	$1,499
South Livermore Road Improvement fee	Resolution 2003-114	$13,110

City Wide - Transferrable Development Credits (TDC) Program In-Lieu Fee
Ordinance 1979, Development Code Section 4.02.06D

1.5 Credits per single-family detached dwelling, in excess of baseline density within a density range of 1-7 du/acre, 1.25 credits per single family detached dwelling in excess of baseline density within a density range of 8-14 du/acre and 1/2 credit per multi-family attached dwelling - Current In-Lieu credit is $16,352.31. TDC Ordinance does not apply to residential projects in Downtown Specific Plan, affordable units covered by an agreement and residential projects that have received housing units through the City's Housing Implementation Program (HIP).

(1) Areas within the California Water Service Area do not pay a City water connection fee. Areas within the Greenville/Vasco Assessment District or within Triad Park do not pay a City water connection fee. The fee for a single family residential unit is the 5/8 inch meter fee.

(2) All projects within the Downtown Specific Plan are subject to both City Wide General Plan & Downtown Specific Plan cost recovery. Any project that paid planning entitlement fees prior to July 27, 2008 is not subject to this fee, regardless of when they pull building permits.

NOTE: Subject to adjustment each year per Construction Cost Index

NOTE: No impact fees can be charged for ADUs less than 750 square feet. Impact fees allowed for ADUs 750 square feet or larger but shall be charged proportionately in relation to square footage of the primary dwelling.

EXHIBIT B

EFFECTIVE 07/01/2022

EXHIBIT A
Wastewater Connection Fee Schedule
(fees Calculated from base year)

User Classification	Avg Daily Wastewater Flow Factor Gallons Per Day/Unit	Unit[1]	Cost Per GPD	Cost Per Unit
Residential (BOD & SS = 285 mg/L)				
Single-family residential	180	House	$43.86	$7,894.61
Multi-family residential				
Studio	95	Residential Unit	$43.86	$4,166.60
One Bedroom	107	Residential Unit	$43.86	$4,692.91
Two Bedroom	138	Residential Unit	$43.86	$6,052.53
Three Bedroom	157	Residential Unit	$43.86	$6,885.85
Four Bedroom	180	Residential Unit	$43.86	$7,894.61
Commercial (BOD & SS = 285 mg/L unless otherwise shown)				
Auto repair shops/Auto dealers	0.11	Square Foot of Bldg	$43.86	$4.82
Assembly Facilities[2]	0.15	Square Foot of Bldg	$43.86	$6.58
Eating drinking facilities w/o cooking	0.35	Square Foot of Bldg	$43.86	$15.35
Gas Stations	0.47	Square Foot of Bldg	$43.86	$20.61
General Use	0.04	Square Foot of Bldg	$43.86	$1.75
Gyms, Health Clubs	0.30	Square Foot of Bldg	$43.86	$13.16
Hotels, Motels (excluding dining facilities)	0.15	Square Foot of Bldg	$43.86	$6.58
Markets	0.19	Square Foot of Bldg	$43.86	$8.33
Mixed Use[3]	0.10	Square Foot of Bldg	$43.86	$4.39
Medical/Dental Office/ Clinic	0.22	Square Foot of Bldg	$43.86	$9.65
Restaurants (1,000 mg/L BOD, 600 mg/L SS)	0.55	Square Foot of Bldg	$64.63	$35.55
Warehouse/Distribution	0.01	Square Foot of Bldg	$43.86	$0.44

Industrial/Other (Other Wastewater Customers Not Listed Above)
Calculate Case-by-Case Based on Actual Flows/Strengths and Following Rates
Connection Fee = (F x "Flow") + (B x "BOD") + (S x "SS")
F = Flow cost $/gpd $33.97
B = BOD cost $/lb-day $2,954.71
S = SS cost $/lb-day $1,202.76
discharge
flow, in
"BOD" = The

"SS" = The

Governing Municipal Code Section: 13.28.050
Index Used: ENR 20- City Construction Cost Index

Indices:	*Base Year* (A)	*Previous Fee Update* (B)	*Current Fee Update* (C)	*% Change Previous Update to Current Update* (D) =(C/B)-1
Index Date	May-10	Jun-21	Jun-22	
Index Value	8,761.47	11,989.91	13,110.50	9.35%

Discussion:
The base year unit fees for Flow, BOD, and SS were determined in the March 2010 Wastewater, Water, Storm Drain Connection Fee Study for Expansion of Sanitary Sewer, Water Reclamation Plant, and Wastewater Disposal Facilities prepared for the City of Livermore by Craig R. Lawson Utility Management Consultant.

Notes:
1. Building square footage means the square footage sum of the floor area at each floor level included with the surrounding principal outside faces of exterior walls of a building or portions thereof, including mezzanines and lobbies. It does not include floor area devoted to vehicle parking, necessary interior driveways and ramps. The gross floor area of a building or portions thereof that doesn't have surrounding exterior walls shall include the usable area under the horizontal projection of the roof or floor above.

2. Theaters can alternately estimate daily flow based on 2 gallons per seat ($87.72 per seat)

3. Mixed Use applies to parcels with Mixed Use zoning in the Downtown Core District and in the INSP.

4. This value is based by formula on BOD

6. Adjustments. The city council may, by resolution, adjust the fee schedule, including the flow factors, from time to time. Once the fee is established, it shall automatically be increased annually based upon the Engineering News Record (ENR) 20- City construction Cost Index. In calculating the adjustment, the rate (in each use category, including the flow, BOD and SS costs) for the base year is multiplied by the index for the then-current year, divided by the base year index.

EXHIBIT B

EFFECTIVE 07/01/2022

EXHIBIT B
Park Facilities Fee Schedule

LAND USE	TOTAL FEE
Residential (per dwelling unit)	
Single Family (& 4 bedroom multi-family)	$25,065
Multi-Family 3 bedrooms	$21,809
Multi-Family 2 bedrooms	$19,220
Multi-Family 1 bedroom	$14,872
Multi-Family Studio	$13,288
Senior Housing	$4,265
Non-Residential (per 1,000 sq ft)	
Commercial	$3,178
Office	$4,544
Industrial	$2,113
Warehouse	$1,587

Source - Park Facilities Fee Study (2004) Table 8; MuniFinancial

EXHIBIT B

EFFECTIVE 07/01/2022

EXHIBIT C

Traffic Impact Fees Schedule

Land Uses	Units of Use	Fee Rates
Citywide Except Downtown		
Residential		
Single-Family	d.u.	$11,869
Multi-Family		
Studio	d.u.	$5,531
1 Bedroom	d.u.	$6,193
2 Bedroom	d.u.	$8,002
3 or more Bedroom	d.u.	$9,358
Senior Housing	d.u.	$3,642
Commercial	K s.f.	$32,235
Office	K s.f.	$20,636
Industrial	K s.f.	$12,812
Warehouse	K s.f.	$6,473
Hotel/Motel	per/room	$9,306
Downtown Specific Plan		
Multi-Family		
Studio	d.u.	$3,395
1 Bedroom	d.u.	$3,802
2 Bedroom	d.u.	$4,913
3 or more Bedroom	d.u.	$5,745
Commercial	K s.f.	$14,595
Other	Average Peak Hour Trip	$14,833

EFFECTIVE 10/08/2022

Exhibit "D"

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
SUMMARY OF SCHOOL MITIGATION PROGRAM

Livermore Valley Joint Unified School District
Resolution: 008 - 22/23 - Fee Effective October 8, 2022

INDUSTRIAL/WAREHOUSE/MANUFACTURING	$0.78/sq.ft.
OFFICE	$0.78/sq.ft.
RESEARCH & DEVELOPMENT	$0.78/sq.ft.
HOSPITALS	$0.78/sq.ft.
RETAIL & SERVICES	$0.624/sq.ft.
HOTEL/MOTEL:	$0.316/sq.ft.
SELF STORAGE	$0.06/sq.ft.
RESIDENTIAL:	$4.79/sq.ft.

(Includes single family home, multi-family home, manufactured home, and mobile home)

SENIOR HOUSING	$0.78/sq.ft.

(Includes manufactured home or mobile home located in a mobile home park, subdivision, cooperative or condominium for mobile homes limited to 55 and older residents.)

RESIDENTIAL ADDITIONS	$4.79/sq.st. (501 sq.ft. or more)

(Residential additions 500 sq.ft. or less and senior housing projects are exempt)

* Additions are cumulative over time to a limit of 500 sf before fees are assesed. Once assessed, fees are paid on the entire added square footage.

** The fee owed is based upon the fee amount in effect at the time the fee is paid.

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
685 East Jack London Blvd, Livermore, Ca 94551

FACILITIES PLANNING AND CONSTRUCTION
Jan Shipley, Construction Supervisor (925) 606-3390
Facilities Fax Number (925) 606-3327

EXHIBIT B

EFFECTIVE 07/01/2022

EXHIBIT E Social and Human Service Facility Fee Schedule		
Land Uses	**Units of Use**	**Fee Rates**
Residential Uses		
Single-Family Detached	d.u.	$1,677
Single-Family Attached	d.u.	$1,415
Multi-Family	d.u.	$1,298
Mobile Home	d.u.	$996
Secondary Unit	d.u.	$996
Non-Residential Uses		
Commercial		
Office	K s.f.	$7
Retail	K s.f.	$5
Service	K s.f.	$5
Industrial		
Manufacturing/R&D	K s.f.	$3
Warehousing	K s.f.	$2
Office	K s.f.	$6
Construction/Repair/Wholesale	K s.f.	$3
Other Non-Residential	K s.f.	$5

ZONE 7 WATER AGENCY
Delivering Quality, Reliability and Safety

100 North Canyons Parkway
Livermore, CA 94551
(925) 454-5000

December 28, 2022

Andrew Hall
City of Livermore
101 W. Jack London Blvd.
Livermore, CA 94550

Subject: 2023 Municipal and Industrial (M&I) Water Connection Fee Increase

Dear Mr. Hall,

This letter is to inform you that on October 19, 2022, the Zone 7 Board of Directors voted to increase the basic connection fee for the Zone 7 and Dougherty Valley service areas. Within Alameda County, the basic fee (5/8-inch size displacement type meter) will increase to **$33,730** from $31,910, and within Contra Costa County (Dougherty Valley) the basic fee (5/8-inch size displacement type meter) will increase to **$32,360** from $30,620, **all effective January 1, 2023**. A new water service connection fee schedule is enclosed. Please distribute revised fee schedule to appropriate staff.

If there are any questions, please contact me at jli@zone7water.com or at (925) 454-5017. Thank you for your help in this matter.

Sincerely yours,

Junming Li
Junior Engineer

Enclosure

Cc: Paul Spence, City of Livermore, Community Development Director
Franc Moufarrej, City of Livermore, Building Official
Valerie Pryor, Zone 7, General Manager
Osborn Solitei, Zone 7, Assistant General Manager
Heath McMahon, Zone 7, Assistant General Manager
Jarnail Chahal, Zone 7, Engineering Manager
JaVia Green, Zone 7, Financial Analyst
Elizabeth Foss, Zone 7, Financial Analyst
Ken Minn, Zone 7, Groundwater Resources Manager

ZONE 7 WATER AGENCY
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100 North Canyons Parkway
Livermore, CA 94551
(925) 454-5000

WATER CONNECTION FEE INFORMATION SHEET

New fee schedule effective January 1, 2023

I. GENERAL BACKGROUND

A. The Water Connection Charge Ordinance No. FC 72-1 as amended for Zone 7 was established January 18, 1972. The ordinance is applicable over the Zone 7 area that includes Livermore, Pleasanton, Dublin, Sunol, and surrounding communities. The Ordinance requires a one-time water connection fee for all new water services from a water system that is directly connected to the Zone 7 water supply system. This fee is used for funding the costs of expanding the Zone 7 water treatment and distribution system to serve new development.

B. The amount charged for a water connection is determined by the size of the meter to be installed. The meter sizes and corresponding water connection fees are listed below.

II. PROCEDURES FOR PAYMENT OF WATER CONNECTION FEES IN LIVERMORE, PLEASANTON, & DUBLIN

The water connection fees are collected by the Building Departments of the Cities of Livermore and Pleasanton, and by the Dublin San Ramon Services District, which are agents for Zone 7. For that area within the California Water service area which is located outside of the Livermore city limits, connection fees will be paid at the Zone 7 office in Livermore.

III. WATER CONNECTION FEE SCHEDULE - FEES ARE REVIEWED AND SUBJECT TO PERIODIC MODIFICATION

Meter Size	Meter Brand/Type	Fee Factor	Connection Fee
5/8" & 1" FS	DISPLACEMENT TYPE	10	$33,730
3/4"	DISPLACEMENT TYPE	15	$50,595
1"	DISPLACEMENT TYPE	25	$84,325
3/4" Short Diehl	ULTRASONIC METER **(Pleasanton only)**	30	$101,190
3/4" Long Diehl	ULTRASONIC METER **(Pleasanton only)**	30	$101,190
1" Diehl	ULTRASONIC METER **(Pleasanton only)**	55	$185,515
1 1/2"	DISPLACEMENT TYPE	50	$168,650
	KAMSTRUP ULTRASONIC **(Pleasanton only)**	120	$404,760
	OMNI C2	160	$539,680
	OMNI T2	160	$539,680
2"	OMNI WITH	50	$168,650
	DISPLACEMENT TYPE	80	$269,840

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2" CONT.	OMNI WITH	80	$269,840
	Mueller MVR	115	$387,895
	OMNI WITH	120	$404,760
	SENSUS SR/SRII	160	$539,680
	KAMSTRUP SHORT ULTRASONIC **(Pleasanton only)**	160	$539,680
	KAMSTRUP LONG ULTRASONIC **(Pleasanton only)**	160	$539,680
	OMNI C2	160	$539,680
	OMNI T2	200	$674,600
	evoQ4 MAGNETIC **(Pleasanton only)**	220	$742,060

Note - Connection fees for meters 3-inch and larger and for meters with fee factors other than those listed above, will be determined by Zone 7, using the fee factor for Maximum Rate for Continuous Operation, as defined by AWWA. These fees are based on the Maximum Continuous Flow Rate through a 5/8" meter and are proportional based on flow ratings for the various sized meters. Flow ratings for displacement type meters are defined by AWWA C700 for Cold-Water Meter -- Displacement Type, Bronze Case. Flow ratings for turbine type meters are defined by AWWA C701 for Cold Water Meters -- Turbine Type, For Customer Service. Any changes to meter capacities will affect the above connection fees.

IV. EXEMPTIONS

No fee will be collected for SEPARATE private fire service connections. See Section VI of the Ordinance (copy available upon request).

V. PARTIAL EXEMPTIONS

A partial exemption sometimes applies for domestic fire sprinkling systems up to 1" meter size. See Section VI of the Ordinance (copy available upon request).

VI. FOR FURTHER INFORMATION

Contact Junming Li at (925) 454-5017, or jli@zone7water.com.

Zone 7 M&I Connection Fee
Rate Schedule

Effective January 1, 2023

Meter Size	Meter Brand/Type	Recommended Maximum Rate for Continuous Use (gpm)	Connection Fee Amount
5/8" & 1" FS*	DISPLACEMENT TYPE	10	$33,730
3/4"	DISPLACEMENT TYPE	15	$50,595
1"	DISPLACEMENT TYPE	25	$84,325
3/4" Short Diehl	ULTRASONIC METER **(Pleasanton only)**	30	$101,190
3/4" Long Diehl	ULTRASONIC METER **(Pleasanton only)**	30	$101,190
1" Diehl	ULTRASONIC METER **(Pleasanton only)**	55	$185,515
1 1/2"	DISPLACEMENT TYPE	50	$168,650
	KAMSTRUP ULTRASONIC **(Pleasanton only)**	120	$404,760
	OMNI C2	160	$539,680
	OMNI T2	160	$539,680
2"	OMNI WITH 50 GPM RESTRICTION	50	$168,650
	DISPLACEMENT TYPE	80	$269,840
	OMNI WITH 80 GPM RESTRICTION	80	$269,840
	Mueller MVR	115	$387,895
	OMNI WITH 120 GPM RESTRICTION	120	$404,760
	SENSUS SR/SRII	160	$539,680
	KAMSTRUP SHORT ULTRASONIC **(Pleasanton only)**	160	$539,680
	KAMSTRUP LONG ULTRASONIC **(Pleasanton only)**	160	$539,680
	OMNI C2	160	$539,680
	OMNI T2	200	$674,600
	evoQ4 MAGNETIC **(Pleasanton only)**	220	$742,060
3" to 10"			**

* Per Fee Ordinance Section VI, combined domestic and fire service connections are subject to the connection charge based on the meter size for the combined system, except the basic charge shall be collected for combined systems, up to a maximum one-inch (1") meter size, for single family and duplex housing units with fire sprinkler systems approved by the appropriate fire department and installed in accordance with applicable building requirements. Contact the Zone 7 office with any additional questions.

** Connection fees for meter sizes 3-inches and above will be determined by using the fee factor for maximum rate for continuous use.

Fees for meters other than those listed above will be determined based upon the AWWA maximum continuous flow rating for the brand, type, and size of meter.

These fees are based on the Maximum Continuous Flow Rate through a 5/8" meter as defined by AWWA C700 for Cold-Water Meter -- Displacement Type, Bronze Case.
Any changes to meter capacities will affect the above connection fees.

Currently, the Diehl, Kamstrup, & evoQ4 meters are only available in Pleasanton.

RESOLUTION NO. 044-19/20

TO UPDATE STATUTORY DEVELOPER FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620

WHEREAS, the School Board ("Board") of the Livermore Valley Joint Unified District ("District") provides for the educational needs for TK-12 students within the City of Livermore and a portion of the unincorporated counties of Alameda and Contra Costa (collectively, "Counties"); and

WHEREAS, The State Allocation Board has taken action pursuant to Government Code Section 65995(b)(3), which authorizes Districts to increase Statutory Developer Fees to $4.08 per square foot for assessable space of residential development and $0.66 per square foot of chargeable covered and enclosed space for all categories of commercial/industrial development, as long as such Statutory Developer Fees are properly justified by the District pursuant to law; and

WHEREAS, new residential and commercial/industrial development continues to generate additional students for the District's schools and the District is required to provide school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the District would have an impact on the District's ability to provide an adequate quality education and negatively impacts the educational opportunities for the District's students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the District has received and considered two studies entitled "Residential Development School Fee Justification Study for Livermore Valley Joint Unified District" and "Commercial/Industrial Development School Fee Justification Study for Livermore Valley Joint Unified District" ("Studies"), which Studies include information, documentation, and analysis of the School Facilities needs of the District, including (a) the purpose of the Statutory Developer Fees; (b) the use to which the Statutory Developer Fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development; and (1) the use for Statutory Developer Fees; (2) the need for School Facilities; (3) the cost of School Facilities; and the amount of Statutory Developer Fees from new residential and commercial/industrial development; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial development (by category) upon the cost of providing School Facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential development; (f) the new School Facilities that will be required to serve such students; and (g) the cost of such School Facilities; and

WHEREAS, said Studies pertaining to the Statutory Developer Fees and to the capital facilities needs of the District were made available to the public as required by law before the Board considered at a regularly scheduled public meeting the Statutory Developer Fees; and

WHEREAS, all required notices of the proposed Statutory Developer Fees have been given; and

WHEREAS, a Public Hearing was held at a regularly scheduled meeting of the Board of the District relating to the proposed Statutory Developer Fees; and

WHEREAS, Education Code Section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620 shall not be subject to Division 13 (commencing with Section 21000) of the Public Resources Code.

NOW, THEREFORE, THE SCHOOL BOARD OF THE LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. That the Board accepts and adopts the Studies.

Section 2. That the Board finds that the purpose of the Statutory Developer Fees imposed upon new residential development is to fund the additional School Facilities required to serve the students generated by the new residential development upon which the Statutory Developer Fees are imposed.

Section 3. That the Board finds that the Statutory Developer Fees imposed on new residential development will be used only to finance those School Facilities described in the Study and related documents and that these School Facilities are required to serve the students generated by the new residential development within the District; and that the use of the Statutory Developer Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms, and technology, and acquiring and installing additional portable classrooms and related School Facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new residential development, as well as any required central administrative and support facilities, within the District.

Section 4. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory Developer Fees and the new residential development within the District because the Statutory Developer Fees imposed on new residential development by this Resolution, will be used to fund School Facilities which will be used to serve the students generated by such new residential development.

Section 5. That the Board finds that there is a roughly proportional, reasonable relationship between the new residential development upon which the Statutory Developer Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new residential development within the District and there is not sufficient capacity in the existing School Facilities to accommodate all additional students.

Section 6. That the Board finds that the amount of the Statutory Developer Fees levied on new residential development as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential development within the District.

Section 7. That the Board finds that the purpose of the Statutory Developer Fees imposed on new commercial/industrial development is to fund the additional School Facilities required to serve the students generated by the new commercial/industrial development upon which the Statutory Developer Fees are imposed.

Section 8. That the Board finds that the Statutory Developer Fees imposed on new commercial/industrial development (by category) will be used only to finance those School Facilities described in the Studies and related documents and that these School Facilities are required to serve the students generated by such new commercial/industrial development; and that the use of the Statutory Developer Fees will include construction or acquisition of additional School Facilities, remodeling existing School Facilities to add additional classrooms and technology, and acquiring and installing additional portable classrooms and related facilities, with the specific location of new schools, remodeling of existing School Facilities, and additional portables to be determined based on the residence of the students being generated by such new commercial/industrial development, as well as any required central administrative and support facilities within the District.

Section 9. That the Board finds that there is a roughly proportional, reasonable relationship between the use of the Statutory Developer Fees and new commercial/industrial development by category within the District because the Statutory Developer Fees imposed on commercial/industrial development by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new commercial/industrial development.

Section 10. That the Board finds that there is a roughly proportional, reasonable relationship between the new commercial/industrial development by category, upon which the Statutory Developer Fees are imposed, and the need for additional School Facilities in the District because new students will be generated from new commercial/industrial development within the District and the District does not have sufficient student capacity in the existing School Facilities to accommodate these anticipated students.

Section 11. That the Board finds that the amount of the Statutory Developer Fees levied on new commercial/industrial development by category as set forth in this Resolution is roughly proportional and reasonably related to and does not exceed the cost of providing the School Facilities required to serve the students generated by such new commercial/industrial development within the District.

Section 12. That the Board finds that a separate account has been established for the deposit of Statutory Developer Fees imposed on residential and commercial/industrial development and that said account has at all times since been separately maintained, except for temporary investments, from other funds of the District.

Section 13. That the Board finds that the funds of the account, described in Section 12, consisting of the proceeds of Statutory Developer Fees have been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by new residential and commercial/industrial development, and thus, these funds may be expended for those purposes. The Statutory Developer Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code. In addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for reimbursement of the administrative costs incurred by the District in collecting the Statutory Developer Fees.

Section 14. That the Board hereby increases the Statutory Developer Fees as a condition of approval of new residential development projects and imposes the Statutory Developer Fees on such development projects in the following amounts:

A. $4.08 per square foot of assessable space for new single family detached residential development and new multifamily attached residential development, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625, and including residential construction other than new construction where such construction results in an increase of assessable space, as defined in Government Code Section 65995, in excess of 500 square feet. However, these amounts shall not be imposed on any development project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in Subdivision J of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

B. $0.66 per square foot of assessable space for new residential development used exclusively for the housing of senior citizens, as described in Section 51.3 of the Civil Code or as described in subdivision J of Section 1569 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

Section 15. That this Board hereby increases the Statutory Developer Fees as a condition of approval of new commercial/industrial development projects and levies the Statutory Developer Fees on such development projects in the following amounts per square foot of chargeable covered and enclosed space for the following categories of commercial/industrial development:

Retail and Services	$0.624
Office	$0.66
Research and Development	$0.66
Industrial/Warehouse/Manufacturing	$0.66
Hospitals	$0.66
Hotel/Motel	$0.316
Self-Storage	$0.018

Section 16. That the proceeds of the Statutory Developer Fees established pursuant to this Resolution shall continue to be deposited into that account identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Statutory Developer Fees are to be collected, including accomplishing any study, findings or determinations required by subdivisions (a), (b) and (d) of Section 66001 of the Government Code or retaining an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year pursuant to Education Code Section 17620 for

reimbursement of the administrative costs incurred by the District in collecting the Statutory Developer Fees or in financing the described Study or in defending the imposition of Statutory Developer Fees.

Section 17. That the Superintendent, or her designee, is directed to cause a copy of this Resolution to be delivered to the building official of the Cities and Counties within the District's boundaries and the Office of Statewide Health Planning and Development ("OSHPD") along with a copy of all the supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the Cities, Counties, and OSHPD that new residential and commercial/industrial development is subject to the Statutory Developer Fees readopted pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential development project, mobile home, or manufactured home subject to the Statutory Developer Fees absent a certification from this District of compliance of such project with the requirements of the Statutory Developer Fees, nor that any building permit be issued for any non-residential development absent a certification from this District of compliance with the requirements of the applicable Statutory Developer Fees.

Section 18. That the Board hereby establishes a process that permits the party against whom the commercial/industrial Statutory Developer Fees are imposed, the opportunity for a hearing to appeal that imposition of Statutory Developer Fees for commercial/industrial development as required by Education Code Section 17621(e)(2). The appeal process is as follows:

A. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial Statutory Developer Fees to be imposed or paying the commercial/industrial Statutory Developer Fees, pursuant to Education Code Section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial Statutory Developer Fees. The party shall state in the written request the grounds for opposing the imposition of commercial/industrial Statutory Developer Fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent of the District.

B. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory Developer Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

C. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory Developer Fees, the Superintendent of the District, or her designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory Developer Fees. The Superintendent, or her designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or her designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.

D. The party against whom the commercial/industrial Statutory Developer Fees are imposed may appeal the Superintendent's, or her designee's, decision to the Board of the District.

E. The party appealing the Superintendent's, or her designee's decision, shall state in the written appeal the grounds for opposing the imposition of the commercial/industrial Statutory Developer Fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent of the District.

F. The possible grounds for that appeal to the Board of the District include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial Statutory Developer Fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

G. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial Statutory Developer Fees, the Superintendent of the District, or her designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial Statutory Developer Fees. The Board of the District shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.

H. The party appealing the imposition of the commercial/industrial Statutory Developer Fees shall bear the burden of establishing that the commercial/industrial Statutory Developer Fees are improper.

Section 19. That the Superintendent is authorized to cause a certificate of compliance to be issued for each development project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Statutory Developer Fees in the amount specified by this Resolution. In the event a certificate of compliance is issued for the payment of Statutory Developer Fees for a development project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue, then such certificate shall automatically terminate, and the appropriate City shall be so notified.

Section 20. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee previously imposed by the District on any residential or nonresidential development.

Section 21. That the District's Statutory Developer Fees will become effective sixty (60) days from the date of this Resolution unless a separate resolution increasing the fees immediately on an urgency basis is adopted by the Board.

APPROVED AND ADOPTED by roll call vote this 17th day of March 2020.

AYES:	Bueno ✓	Prusso ✓	Rogge ✓	Wenzel ✓	White ✓
NOES:	Bueno	Prusso	Rogge	Wenzel	White
ABSTENTIONS:	Bueno	Prusso	Rogge	Wenzel	White
ABSENT:	Bueno	Prusso	Rogge	Wenzel	White

BY:

President of the Board of Education Livermore
Valley Joint Unified School District of Alameda
County and Contra Costa County, State of California

ATTEST:

Clerk of the Board of Education Livermore
Valley Joint Unified School District of Alameda
County and Contra Costa County, State of California

Scott Perkins
TVTC Chair
Vice Mayor
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TVTC Vice-Chair
Councilmember
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Councilmember
City of Livermore
(925) 960-4019

Karla Brown
Mayor
City of Pleasanton
(925) 931-5001

To: Tri-Valley Transportation Council

From: TVTC Finance Committee
By: Technical Advisory Committee (TAC)

Date: April 19, 2021

Subject: ADOPT the Tri-Valley Transportation Development Fee Construction Cost Index Annual Adjustment

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BACKGROUND

The Joint Exercise of Powers Agreement (JEPA) for the Tri-Valley Transportation Development Fee (TVTDF) specifies that the TVTDF amounts are to be adjusted automatically as of July 1 of each year to reflect changes in regional construction costs. JEPA Section 3(D)(I) requires the TVTC adopt the adjustment by a simple majority.

DISCUSSION

The amount of the adjustment is based on the change in the "Construction Cost Index" (CCI) for the San Francisco Bay Area, as reported annually in the Engineering News Record (ENR). The December 2020 ENR CCI for the San Francisco Bay Area is **+3.2%**.

RECOMMENDATION

The TVTC Finance Committee recommends the TVTC adopt the Tri-Valley Transportation Development Fee Construction Cost Index Annual Adjustment and notify each TVTC member agency to collect the TVTDF rates as listed below starting **July 1, 2021**:

Single Family Residential	$5,057.00/Dwelling Unit (DU)
Multi-Family Residential	$3,484.00/DU
Office	$8.59/sq. ft. Gross Floor Area
Retail	$3.74/sq. ft. Gross Floor Area
Industrial	$5.00/sq. ft. Gross Floor Area
Other	$5,620.00/average am/pm peak hour trip
ADU/SDU	$0
Affordable Housing	$0

TVTDF Historical Fee Rates

	2019	2020	2021
Single Family Residential (per DU)	$4,650.56	$4,901.00	$5,057.00
Multi-Family Residential (per DU)	$3,203.48	$3,376.00	$3,484.00
Office (per SF Gross Floor Area)	$7.90	$8.33	$8.59
Retail (per SF Gross Floor Area)	$3.41	$3.63	$3.74
Industrial (per SF Gross Floor Area)	$4.60	$4.85	$5.00
Other (average am/pm peak hour trip)	$5,167.00	$5,446.00	$5,620.00
Affordable Housing *	$0.00	$0.00	$0.00
ADU/SDU**	$0.00	$0.00	$0.00

*Pursuant to Resolution 2015-01 Adjusting the Tri-Valley Transportation Development Fee Schedule
**Pursuant to Resolution 2019-03 – Resetting the Accessory Dwelling Unit/Secondary Dwelling Unit Fee in the Tri-Valley Transportation Development Fee Program

LIVERMORE
CALIFORNIA

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

DATE: July 8, 2024

TO: Honorable Mayor and City Council

FROM: Judy Erlandson, Acting Public Works Director

SUBJECT: Public hearing for the confirmation of the levy of assessments for the City's Landscape Maintenance Districts for FY 2024-25.

RECOMMENDED ACTION

Staff recommends the City Council:

1. Conduct a public hearing for the confirmation of the annual levy of assessments for the City's Landscape Maintenance Districts for FY 2024-25.
2. Upon closure of the public hearing, staff recommends the City Council adopt a resolution confirming the annual levy of assessments for the City's Landscape Maintenance Districts and directing actions with respect thereto for FY 2024-25.

SUMMARY

Staff reviews the maintenance costs and revenues for the City of Livermore (City) Landscape Maintenance Districts (Districts) annually and prepares a Consolidated Annual Report containing recommended assessment levels for City Council approval.

In order to levy and collect annual assessments for the Districts under the Landscaping and Lighting Act of 1972 (Act), the City must follow certain legal procedures. On June 10, 2024, the City Council adopted resolutions initiating the annual process, declaring the intention to levy and collect assessments for FY 2024-25, and preliminarily approving the Consolidated Annual Report. The City Council also set July 8, 2024, as the public hearing date for this matter. After conducting this public hearing, the City Council may then consider adopting a resolution confirming the levy of assessments for FY 2024-25. If the resolution is adopted, City Council then directs staff to file the assessments with the County Auditor.

DISCUSSION

The City Council took initial action for FY 2024-25 on June 10, 2024 by adopting Resolution No. 2024-087. Also on June 10, 2024, City Council took further action for FY 2024-25 by preliminarily approving the Consolidated Annual Report, declaring the intent to levy and collect assessments within the Districts for FY 2024-25, and establishing a public hearing date of July 8, 2024 by adopting Resolution No. 2024-

088.

The Consolidated Annual Report (see Exhibit C) has been prepared for the Districts listed below for FY 2024-25 in accordance with the requirements of the Act. This report includes estimates of expenditures and revenues for FY 2024-25.

Maintenance District No. LL-1; Annexation Nos. 1989-1, 1989-2, 1989-4, 1990-1, 1990-2; Maintenance District No. LL-2; Annexation Nos. 1992-0, 1992-1, 1993-1, 1993-2, 1994-1, 1994-2, 1994-3, 1994-4, 1994-6, 1994-7, 1994-8, 1995-1,1995-2, 1995-3, 1995-4, 1995-6, 1995-7, 1996-1, 1996-2, 1996-3, 1996-5, 1996-6, 1996-7, 1996-8, 1996-9, 1997-2, 1997-3, 1997-4,1997-5; and Maintenance District Nos. LL-801, LL-802, LL-803, LL-804, LL-805, LL-806, LL-807, LL-808, LL-809, LL-810, LL-811, LL-813, LL-814, LL-815, LL-817, LL-818, LL-819, LL-820, LL-821, LL-822, LL-823, LL-824, LL-826, LL-827, LL-828, LL-829, LL-830, LL-831, LL-832, LL-833, LL-835, LL-836, LL-837, LL-838, LL-839, LL-840, LL-841, LL-842, LL-843, LL-844, LL-845, LL-846, LL-847, LL-848, LL-849, LL-850, LL-851, LL-852, LL-853, LL-854, LL-855, LL-857, LL-858, LL-859, LL-860, LL-861, LL-862, and LL-863.

Part A of the Consolidated Annual Report corresponds to all Districts listed above except LL-859 (Downtown Landscape Maintenance District). Part B of the Consolidated Annual Report corresponds to LL-859 (Downtown Landscape Maintenance District).

Remaining Schedule for the Levy of Assessments for FY 2024-25

The remaining schedule to approve the FY 2024-25 assessments for the Districts is as follows:

- July 8, 2024 - City Council holds a public hearing and considers the levy of assessments for the Districts for FY 2024-25.
- August 10, 2024 - Deadline to submit assessments to the Alameda County Auditor's Office.

FY 2024-25 Assessments

Depending upon the annual assessment escalator that was approved at the time of formation or subsequently approved by the District property owners, the maximum assessment for each District and zones of benefit may be adjusted annually by either the annual change in the Consumer Price Index (All Urban Consumers) published for the San Francisco-Oakland-Hayward Area by the U.S. Bureau of Labor Statistics (CPI) for the month of February or the annual change in CPI plus 1%. For FY 2024-25, CPI is 2.37%, and therefore, the maximum assessment rates for each District are increased by either 2.37% or 3.37%, as applicable.

Staff developed cost estimates that include revenue and expenditure budgets for each District based on the anticipated maintenance and reserve collection needs for FY 2024-25. Attachment 1 shows the comparison of proposed FY 2024-25 assessments versus current FY 2023-24 assessments for the Districts, except LL-859 (Downtown Landscape Maintenance District). Attachment 2 compares the proposed versus current assessments for the LL-859 (Downtown Landscape Maintenance District). The proposed assessment rates to be levied for the Districts are equal to or less than each District's respective FY 2024-25 maximum assessment rate.

FISCAL AND ADMINISTRATIVE IMPACTS

Property owners within each District pay assessments to cover the cost of landscape maintenance, utilities, operation, and maintenance of equipment. Maintenance operations are performed by staff and supplemented by private contractors under the direction of staff.

The aggregate projected maintenance costs for all Districts, except LL-859 (Downtown Landscape Maintenance District), for FY 2024-25 is estimated to be approximately $3.3 million. Projected revenue for all Districts, except LL-859 (Downtown Landscape Maintenance District), is estimated to be approximately $3.5 million. Any funds collected in excess of expenditures remain in each District's respective account for future needs such as asset replacement or repairs.

LL-859 (Downtown Landscape Maintenance District) has projected maintenance costs of approximately $789,200 for FY 2024-25. Projected revenue for LL-859 (Downtown Landscape Maintenance District) is about $468,500. The total cost for maintaining improvements benefiting LL-859 (Downtown Landscape Maintenance District) includes approximately $148,200 attributed to general benefit to the public at large, which the City pays directly. Additionally, the City's General Fund will also make a supplemental contribution of approximately $172,500 because entitlements for certain properties have expired and the maximum allowable assessments are not sufficient to cover the projected costs.

COMMUNITY PILLAR

5: A City That Works

GOAL

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

ATTACHMENTS

1. Resolution
2. Exhibit A - LMD Maximum and Budgeted Assessment Rates
3. Exhibit B - Proposed Assessments for LMD No. 859 Downtown for Fiscal Year 2024-25
4. Exhibit C - FY 2024-25 Consolidated Annual Report

Prepared by: Marisa Gan
Acting Public Works 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 CONFIRMING THE ANNUAL LEVY OF ASSESSMENTS FOR LANDSCAPE MAINTENANCE DISTRICTS FOR FISCAL YEAR 2024-2025 AND DIRECTING ACTIONS WITH RESPECT THERETO

MAINTENANCE DISTRICT NO. LL-1: ANNEXATION NOS. 1989-1, 1989-2, 1989-4, 1990-1, 1990-2

MAINTENANCE DISTRICT NO. LL-2: ANNEXATION NOS. 1992-0, 1992-1, 1993-1, 1993-2, 1994-1, 1994-2, 1994-3, 1994-4, 1994-6, 1994-7, 1994-8, 1995-1, 1995-2, 1995-3, 1995-4, 1995-6, 1995-7, 1996-1, 1996-2, 1996-3, 1996-5, 1996-6, 1996-7, 1996-8, 1996-9, 1997-2, 1997-3, 1997-4, 1997-5

MAINTENANCE DISTRICT NOS. LL-801, LL-802, LL-803, LL-804, LL-805, LL-806, LL-807, LL-808, LL-809, LL-810, LL-811, LL-813, LL-814, LL-815, LL-817, LL-818, LL-819, LL-820, LL-821, LL-822, LL-823, LL-824, LL-826, LL-827, LL-828, LL-829, LL-830, LL-831, LL-832, LL-833, LL-835, LL-836, LL-837, LL-838, LL-839, LL-840, LL-841, LL-842, LL-843, LL-844, LL-845, LL-846, LL-847, LL-848, LL-849, LL-850, LL-851, LL-852, LL-853, LL-854, LL-855, LL-857, LL-858, LL-859, LL-860, LL-861, LL-862, LL-863

The City Council desires to continue levying special assessments for the Landscape Maintenance Districts in the City of Livermore identified in the heading for this resolution (Districts). Therefore, the City Council has commenced proceedings pursuant to the Lighting and Landscaping Act of 1972, Part 2, commencing with California Streets and Highways Code section 22500 (the Act), and California Constitution Article XIII:D to impose the assessments.

On June 10, 2024, the Consolidated Annual Report prepared by the City of Livermore’s Consultant, Francisco & Associates, and accepted by the City Engineer, and on file with the City Clerk, was considered by the City Council and approved by Resolution No. 2024-088 (Resolution of Intention) after the City Council found it to be sufficient.

The City Council appointed the time and place for the public hearing as Monday, July 8, 2024, at 7:00 p.m. at the City Council's regular meeting place, to take the testimony and hear any protests. Notices of the hearing were published as required by law.

The hearing was duly opened and held by the City Council at the time and place for the hearing and all persons wanting to be heard were provided the opportunity. All matters pertaining to the maintenance, servicing, and operation of those certain public landscaping facilities described in the Consolidated Annual Report were heard and

considered by the City Council and any protests, both written and oral, were duly heard and considered.

The public interest requires the maintenance, servicing and operation of those certain public landscaping facilities described in the Consolidated Annual Report.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby finds, determines, orders, and directs as follows:

1. **ANNUAL LEVY.** All protests against the annual levy of assessments for the Districts, or against the City Engineer's estimate of the costs and expenses, or against the assessment diagrams or the assessment to pay for the costs and expenses thereof, are hereby overruled.

2. **PUBLIC INTEREST.** The public interest, convenience, and necessity require the levy of annual assessments for the Districts to pay for the maintenance, servicing and operation of those certain public landscaping facilities described in the Consolidated Annual Report, which are hereby ordered.

3. **DISTRICTS DESCRIBED.** The Districts specially benefited and to be assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by the assessment diagrams filed in the Office of the City Clerk, which maps are hereby confirmed, made a part hereof and incorporated herein.

4. **CONSOLIDATED ANNUAL REPORT.** On June 10, 2024, the City Council adopted Resolution No. 2024-087 approving the Consolidated Annual Report, including the estimates of costs and expenses, the apportionment of assessments, and the assessment diagrams, for the Districts for FY 2024-25.

5. **BENEFITS DETERMINED.** Based on the oral and documentary evidence, including the Consolidated Annual Report, offered and received at the public hearing, but subject to Section 6, hereto, the City Council determines that:

a. Each of the several subdivisions of land in the Districts will be specially benefited by the maintenance activities and at least in the amount, if not more than the amount, of the assessment apportioned against the subdivisions of land, respectively; and

b. There is substantial evidence to support, and the weight of evidence preponderates in favor of the City Council's finding and determination as to special benefits.

6. **ASSESSMENTS CONFIRMED AND LEVIED.** The City Council hereby orders that the assessments be levied for the purpose of providing the maintenance activities set forth in the Consolidated Annual Report, as hereby confirmed, and that the assessments to pay the costs and expenses of such maintenance activities as set forth in the Consolidated Annual Report for FY 2024-25 are confirmed and hereby levied. For

further particulars pursuant to the provisions of the Act, reference is made to the Resolution of Intention and the Consolidated Annual Report. The levied assessments are shown in the attached Exhibit A and Exhibit B, which are incorporated by this reference. A copy of the Consolidated Annual Report is attached as Exhibit C and is also incorporated by this reference.

7. **RECORDING ORDERED.** The City Clerk shall cause copies of the assessment diagrams and the assessment roll, sufficient to collect the assessments upon the tax roll, to be filed in the Office of the County Auditor of Alameda County, concurrently with the auditor's record for the applicable fiscal year.

8. **PROCEEDS AND COLLECTION.** The Administrative Services Director shall establish such funds, separate and distinct from other funds of the City of Livermore and designated by the names of the Districts, into which all sums received from the collections of the assessments shall be deposited. The funds may be invested in lawful investments for the City of Livermore that are consistent with the City of Livermore's applicable investment policies. The monies in such funds shall be applied to the maintenance activities and approved expenses of the Districts.

9. **EFFECTIVE DATE.** This resolution shall be effective upon the date of its adoption.

10. **FURTHER ACTION.** The City Manager is authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on July 8, 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/ Jason R. Alcala
Jason R. Alcala
City Attorney

Exhibit A - Proposed Assessments for Districts (other than LL-859) for FY 2024-25
Exhibit B - Proposed Assessments for Maintenance District LL-859 (Downtown) for FY 2024-25
Exhibit C - FY 2024-25 Consolidated Annual Report

City of Livermore
Landscape Maintenance District
Maximum and Budgeted Assessment Rates*

District	Zone	District Name	City Short Key	Authorized Escalator	Fiscal Year 2024-25 Maximum Assessment Rate	Fiscal Year 2023-24 Budgeted Assessment Rate	Fiscal Year 2024-25 Budgeted Assessment Rate	Percent Change from FY 2023-24 to FY 2024-25 Budgeted Rates
Landscape and Lighting District No. 1	1989-1	Autumn Valley	900850	CPI + 1%	$247.20	$239.15	$247.20	3.37%
Landscape and Lighting District No. 1	1989-2	Stratford Park	900851	CPI + 1%	$505.54	$389.51	$402.62	3.37%
Landscape and Lighting District No. 1	1989-4	Amber Ridge	900853	CPI + 1%	$544.84	$527.10	$544.84	3.37%
Landscape and Lighting District No. 1	1990-1	Silver Oaks	900854	CPI	$367.98	$359.47	$367.98	2.37%
Landscape and Lighting District No. 1	1990-2	Monticello	900845	CPI + 1%	$559.04	$540.83	$559.04	3.37%
Landscape and Lighting District No. 2	1992-0	Portola Glen	900846	CPI + 1%	$1,113.59	$1,075.92	$1,112.14	3.37%
Landscape and Lighting District No. 2	1992-1	Scenic Arroyo Estates	900844	CPI + 1%	$310.33	$237.27	$245.25	3.37%
Landscape and Lighting District No. 2	1993-1	Tapestry	900646	CPI	$425.59	$415.75	$425.59	2.37%
Landscape and Lighting District No. 2	1993-2	Walmart	900770	CPI	$103.83	$42.52	$43.53	2.37%
Landscape and Lighting District No. 2	1994-1	Danbury	900644	CPI + 1%	$233.15	$225.56	$233.15	3.37%
Landscape and Lighting District No. 2	1994-2	Portola Meadows	900771	CPI + 1%	$315.44	$262.81	$271.66	3.37%
Landscape and Lighting District No. 2	1994-3	California Promenade I and II	900772	CPI + 1%	$443.79	$375.03	$387.66	3.37%
Landscape and Lighting District No. 2	1994-4	Windmill Springs	900773	CPI + 1%	$190.18	$164.40	$169.93	3.37%
Landscape and Lighting District No. 2	1994-6	California Nugget I	900778	CPI + 1%	$902.08	$872.70	$902.08	3.37%
Landscape and Lighting District No. 2	1994-7	Rincon Estates	900779	CPI + 1%	$80.60	$66.94	$69.19	3.37%
Landscape and Lighting District No. 2	1994-8	Hallmark Collection	900780	CPI + 1%	$176.52	$151.60	$156.70	3.37%
Landscape and Lighting District No. 2	1995-1	Orchard Business Park	900774	CPI + 1%	$246.00	$229.92	$237.66	3.37%
Landscape and Lighting District No. 2	1995-2	Sandhurst	900642	CPI + 1%	$273.60	$188.23	$194.57	3.37%
Landscape and Lighting District No. 2	1995-3	Jack London Place	900775	CPI	$137.44	$134.26	$137.44	2.37%
Landscape and Lighting District No. 2	1995-4	Airport Business #1	900781	CPI + 1%	$2,310.03	$976.92	$1,009.80	3.37%
Landscape and Lighting District No. 2	1995-6	Alden Estates	900777	CPI + 1%	$661.83	$640.28	$661.83	3.37%
Landscape and Lighting District No. 2	1995-7	Scenic Links	900782	CPI + 1%	$288.05	$145.95	$150.87	3.37%
Landscape and Lighting District No. 2	1996-1	Portola Collection	900784	CPI + 1%	$507.85	$368.66	$381.07	3.37%
Landscape and Lighting District No. 2	1996-2	Altamont #1	900785	CPI + 1%	$915.92	$338.22	$349.61	3.37%
Landscape and Lighting District No. 2	1996-3	Beck - Concannon Blvd/Murdell Lane	900786	CPI + 1%	$750.27	$725.84	$750.27	3.37%
Landscape and Lighting District No. 2	1996-5	Sterling Reserve 1	900787	CPI + 1%	$391.23	$325.93	$336.91	3.37%
Landscape and Lighting District No. 2	1996-6	Sterling Reserve 2	900793	CPI + 1%	$384.13	$371.62	$384.13	3.37%
Landscape and Lighting District No. 2	1996-7	Devon Place T-6801	900788	CPI + 1%	$1,699.97	$1,252.62	$1,252.62	0.00%
Landscape and Lighting District No. 2	1996-8	Maralisa I	900794	CPI + 1%	$345.98	$334.71	$345.98	3.37%
Landscape and Lighting District No. 2	1996-9	California Ranch	900795	CPI + 1%	$157.89	$152.75	$157.89	3.37%
Landscape and Lighting District No. 2	1997-2	California Mountain View - 1	900789	CPI + 1%	$126.68	$117.73	$121.69	3.37%
Landscape and Lighting District No. 2	1997-3	California Mountain View - 2	900790	CPI + 1%	$113.10	$95.20	$98.41	3.37%
Landscape and Lighting District No. 2	1997-4	National Drive	900796	CPI + 1%	$113.52	$75.11	$77.64	3.37%
Landscape and Lighting District No. 2	1997-5	Dover	900791	CPI + 1%	$733.10	$471.36	$487.22	3.37%
Maintenance District No. 801	N/A	Mt. Day	900752	CPI + 1%	$643.35	$622.40	$643.35	3.37%
Maintenance District No. 802	N/A	Lomitas/Ryan	900753	CPI + 1%	$139.08	$134.55	$139.08	3.37%
Maintenance District No. 803	N/A	Ridgecrest	900754	CPI + 1%	$999.78	$967.22	$999.78	3.37%
Maintenance District No. 804	N/A	Sonterra	900755	CPI + 1%	$864.55	$493.85	$510.47	3.37%
Maintenance District No. 805	N/A	The Greens, Tournament	900748	CPI	$1,153.82	$531.47	$544.05	2.37%
Maintenance District No. 806	N/A	Saddleback	900756	CPI + 1%	$521.94	$504.94	$521.93	3.37%
Maintenance District No. 807	N/A	Altamar	900757	CPI + 1%	$599.90	$442.94	$457.85	3.37%
Maintenance District No. 808	N/A	Meadows	900758	CPI + 1%	$722.97	$542.20	$560.45	3.37%
Maintenance District No. 809	N/A	Capistrano	900759	CPI	$500.34	$66.00	$67.57	2.37%
Maintenance District No. 810	N/A	Contractor's Place T-7090	900797	CPI + 1%	$825.44	$771.49	$797.46	3.37%
Maintenance District No. 811	N/A	Altamont #2	900798	CPI + 1%	$698.97	$614.51	$635.20	3.37%
Maintenance District No. 813	N/A	Vintage Collection	900749	CPI	$1,535.67	$1,177.62	$1,205.48	2.37%
Maintenance District No. 814	N/A	Maralisa II	900800	CPI + 1%	$230.71	$223.20	$230.71	3.37%
Maintenance District No. 815	N/A	Bluffs	900766	CPI	$625.56	$611.10	$625.56	2.37%
Maintenance District No. 817	N/A	Lomitas/Evans	900767	CPI	$1,625.01	$1,017.34	$1,041.41	2.37%
Maintenance District No. 818	N/A	Airport Business Park Site #2	900723	CPI	$2,435.94	$1,754.25	$1,795.76	2.37%
Maintenance District No. 819	N/A	Vintner Place	900724	CPI	$1,770.77	$931.98	$954.03	2.37%
Maintenance District No. 820	N/A	Arroyo Road/Lomitas Avenue	900725	CPI	$2,409.56	$1,347.84	$1,379.73	2.37%
Maintenance District No. 821	N/A	Shea Business Center	900726	CPI	$515.23	$254.67	$260.70	2.37%
Maintenance District No. 822	N/A	Prima	900727	CPI	$323.18	$315.71	$323.18	2.37%
Maintenance District No. 823	N/A	Dunsmuir	900728	CPI + 1%	$1,375.68	$755.24	$780.66	3.37%
Maintenance District No. 824	N/A	Vintner Estates	900729	CPI	$2,524.81	$1,162.83	$1,190.35	2.37%
Maintenance District No. 826	N/A	Park Lane	900730	CPI	$575.06	$561.77	$575.06	2.37%
Maintenance District No. 827	N/A	Kristopher Ranch	900731	CPI	$651.11	$403.14	$412.68	2.37%
Maintenance District No. 828	N/A	Scenic Meadows	900732	CPI	$283.38	$114.17	$116.87	2.37%
Maintenance District No. 829	N/A	Larry's Place	900733	CPI	$3,213.21	$2,073.89	$2,122.96	2.37%
Maintenance District No. 830	N/A	Vinsanto	900734	CPI	$565.04	$267.51	$273.84	2.37%
Maintenance District No. 831	N/A	Sevillano	900735	CPI	$1,120.51	$1,094.61	$1,120.51	2.37%
Maintenance District No. 832	N/A	California Nugget II	900736	CPI	$712.82	$696.34	$712.82	2.37%
Maintenance District No. 833	N/A	Creekside	900737	CPI + 1%	$384.15	$295.50	$305.45	3.37%
Maintenance District No. 835	N/A	Ashford Renaissance	900739	CPI	$2,018.85	$1,170.66	$1,198.36	2.37%
Maintenance District No. 836	N/A	Legacy	900740	CPI	$3,801.69	$1,640.03	$1,678.84	2.37%
Maintenance District No. 837	N/A	Los Olivos	900741	CPI	$1,200.26	$1,172.52	$1,200.26	2.37%
Maintenance District No. 838	N/A	Ponderosa - Legacy	900742	CPI	$1,620.02	$1,123.54	$1,150.13	2.37%
Maintenance District No. 839	N/A	Reserves	900743	CPI	$290.09	$283.38	$290.08	2.37%
Maintenance District No. 840	N/A	Birchwood	900744	CPI	$507.67	$202.45	$207.24	2.37%
Maintenance District No. 841	N/A	Vineyard Gates I	900745	CPI	$1,046.73	$1,022.54	$1,046.73	2.37%
Maintenance District No. 842	N/A	Lennox	900746	CPI	$3,216.44	$917.78	$939.50	2.37%
Maintenance District No. 843	N/A	Parkside Tiffany Collection	900747	CPI	$2,302.46	$2,177.24	$2,228.76	2.37%

City of Livermore
Landscape Maintenance District
Maximum and Budgeted Assessment Rates*

District	Zone	District Name	City Short Key	Authorized Escalator	Fiscal Year 2024-25 Maximum Assessment Rate	Fiscal Year 2023-24 Budgeted Assessment Rate	Fiscal Year 2024-25 Budgeted Assessment Rate	Percent Change from FY 2023-24 to FY 2024-25 Budgeted Rates
Maintenance District No. 844	N/A	Cornerstone	900901	CPI	$304.02	$296.99	$304.02	2.37%
Maintenance District No. 845	N/A	Alden Lane Estates	900903	CPI + 1%	$1,068.30	$924.43	$955.54	3.37%
Maintenance District No. 846	N/A	Rosegate	900904	CPI + 1%	$519.15	$152.38	$157.51	3.37%
Maintenance District No. 847	N/A	Creekside Villas	900905	CPI + 1%	$180.64	$43.57	$45.04	3.37%
Maintenance District No. 848	N/A	Scenic 7 Hills	900906	CPI + 1%	$1,400.90	$1,145.99	$1,184.57	3.37%
Maintenance District No. 849	N/A	Habitat for Humanity	900908	CPI + 1%	$693.62	$344.75	$356.35	3.37%
Maintenance District No. 850	N/A	Arroyo Plaza II	900902	CPI	$1,072.87	$430.50	$440.68	2.37%
Maintenance District No. 851	N/A	L St. Traffic Calming	900907	CPI + 1%	$298.62	$40.48	$41.84	3.37%
Maintenance District No. 852	N/A	Vineyard Gate 2	900909	CPI + 1%	$3,403.10	$1,512.60	$1,563.51	3.37%
Maintenance District No. 853	N/A	Ladera Estates	900910	CPI	$4,431.76	$2,148.20	$2,199.03	2.37%
Maintenance District No. 854	N/A	Northbrook Homes-The Grove	900911	CPI + 1%	$1,837.67	$1,253.41	$1,295.60	3.37%
Maintenance District No. 855	N/A	Oaks Business Park	900913	CPI + 1%	$2,865.39	$632.64	$653.93	3.37%
Maintenance District No. 857	N/A	Shea Center	900914	CPI + 1%	$551.84	$101.70	$105.12	3.37%
Maintenance District No. 858	N/A	Arroyo Crossings	900915	CPI + 1%	$1,772.38	$338.91	$350.32	3.37%
Maintenance District No. 860	N/A	Orchid Place	900918	CPI + 1%	$4,758.02	$1,792.14	$1,852.47	3.37%
Maintenance District No. 861	N/A	Kohls	900917	CPI + 1%	$2,736.89	$812.64	$839.99	3.37%
Maintenance District No. 862	N/A	Magnolia Place	900919	CPI + 1%	$588.81	$170.39	$176.13	3.37%
Maintenance District No. 863	N/A	The Vines	900920	CPI + 1%	$686.30	$377.26	$389.96	3.37%

* Includes maximum and budgeted assessment rates for all City LMDs except LMD No. 859 (Downtown). Assessment information for LMD No. 859 is shown in Attachment 2.

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0001-009-00	COM	A1	2	66.260	3,791	$3,200.09	$1,620.93	$171.54	$10.08	$5,002.64	$3,200.09	$1,620.93	$53.88	$0.00	$4,874.90	2226 1ST ST
097 -0001-010-00	COM	A1	2	17.740	1,998	$856.77	$854.29	$90.41	$5.31	$1,806.78	$856.77	$854.29	$28.40	$0.00	$1,739.46	2206 1ST ST
097 -0001-011-00	COM	A1	2	25.000	2,600	$1,207.40	$1,111.69	$117.65	$6.91	$2,443.65	$1,207.40	$1,111.69	$36.95	$0.00	$2,356.04	2200 1ST ST
097 -0001-012-00	COM	A1	2	25.860	2,500	$1,248.93	$1,068.94	$113.13	$6.65	$2,437.65	$1,248.93	$1,068.94	$35.53	$0.00	$2,353.40	2196 1ST ST
097 -0001-013-00	COM	A1	2	25.000	2,600	$1,207.40	$1,111.69	$117.65	$6.91	$2,443.65	$1,207.40	$1,111.69	$36.95	$0.00	$2,356.04	2190 1ST ST
097 -0001-014-00	COM	A1	2	60.000	8,120	$2,897.76	$3,471.90	$367.43	$21.58	$6,758.67	$2,897.76	$3,471.90	$115.40	$0.00	$6,485.06	2184 1ST ST
097 -0001-015-00	COM	A1	2	105.990	4,249	$5,118.89	$1,816.76	$192.27	$11.29	$7,139.21	$5,118.89	$1,816.76	$60.39	$0.00	$6,996.04	2136 1ST ST
097 -0001-016-00	COM	A1	2	23.300	1,918	$1,125.30	$820.09	$86.79	$5.10	$2,037.28	$1,125.30	$820.09	$27.26	$0.00	$1,972.64	2118 1ST ST
097 -0001-017-00	COM	A1	2	56.000	6,608	$2,704.58	$2,825.41	$299.01	$17.56	$5,846.56	$2,704.58	$2,825.41	$93.91	$0.00	$5,623.90	2112 1ST ST
097 -0001-018-00	COM	A1	2	27.000	1,300	$1,303.99	$555.85	$58.83	$3.46	$1,922.13	$1,303.99	$555.85	$18.48	$0.00	$1,878.32	2086 1ST ST
097 -0001-020-00	COM	A1	2	26.000	1,320	$1,255.70	$564.40	$59.73	$3.51	$1,883.34	$1,255.70	$564.40	$18.76	$0.00	$1,838.86	2080 1ST ST
097 -0001-022-02	VCOM	A1	2	20.500	0	$990.07	$0.00	$0.00	$0.00	$990.07	$990.07	$0.00	$0.00	$0.00	$990.06	2038 1ST ST
097 -0001-023-00	COM	A1	2	50.000	3,447	$2,414.80	$1,473.85	$155.98	$9.16	$4,053.79	$2,414.80	$1,473.85	$48.99	$0.00	$3,937.64	2032 1ST ST
097 -0001-024-01	COM	A1	2	100.000	1,620	$4,829.60	$692.67	$73.31	$4.31	$5,599.89	$4,829.60	$692.67	$23.02	$0.00	$5,545.28	2008 1ST ST
097 -0001-030-02	COM	A1	2	31.500	1,320	$1,521.32	$564.40	$59.73	$3.51	$2,148.96	$1,521.32	$564.40	$18.76	$0.00	$2,104.48	2044 1ST ST
097 -0001-033-00	COM	A1	2	0.000	21,976	$0.00	$9,396.37	$994.41	$58.41	$10,449.19	$0.00	$9,396.37	$312.33	$0.00	$9,708.70	43 S LIVERMORE AVE
097 -0001-034-00	COM	A1	2	24.000	2,556	$1,159.10	$1,092.88	$115.66	$6.79	$2,374.43	$1,159.10	$1,092.88	$36.33	$0.00	$2,288.30	2056 1ST ST
097 -0001-035-00	COM	A1	2	36.000	5,212	$1,738.66	$2,228.52	$235.84	$13.85	$4,216.87	$1,738.66	$2,228.52	$74.07	$0.00	$4,041.24	2062 1ST ST
097 -0004-001-02	COM	B1	2	175.000	11,700	$1,016.05	$1,502.01	$529.43	$31.10	$3,078.59	$115.43	$170.64	$166.28	$0.00	$452.34	1870 1ST ST
097 -0004-002-02	IND	B1	2	125.000	18,566	$725.75	$2,383.45	$840.11	$49.35	$3,998.66	$82.45	$270.77	$263.87	$0.00	$617.08	1814 1ST ST
097 -0005-001-10	COM	B1	2	85.000	7,200	$493.51	$924.31	$325.80	$19.14	$1,762.76	$56.07	$105.01	$102.33	$0.00	$263.40	1790 1ST ST
097 -0005-001-11	COM	B1	2	189.900	15,844	$1,102.56	$2,034.01	$716.94	$42.11	$3,895.62	$125.26	$231.07	$225.18	$0.00	$581.50	1764 1ST ST
097 -0005-001-12	COM	B1	2	25.500	13,058	$148.05	$1,676.35	$590.87	$34.71	$2,449.98	$16.82	$190.44	$185.58	$0.00	$392.84	1722 1ST ST
097 -0008-001-00	COM	B1	2	100.000	1,875	$580.60	$240.71	$84.84	$4.98	$911.13	$65.96	$27.35	$26.65	$0.00	$119.96	1593 1ST ST
097 -0008-002-00	COM	B1	2	0.000	1,087	$0.00	$139.55	$49.19	$2.89	$191.63	$0.00	$15.85	$15.45	$0.00	$31.30	1576 2ND ST
097 -0008-003-00	SFR	B1	2	0.000	832	$0.00	$106.81	$216.38	$12.71	$335.90	$0.00	$12.13	$67.96	$0.00	$80.08	1562 2ND ST
097 -0008-004-00	COM	B1	2	100.000	10,080	$580.60	$1,294.04	$456.12	$26.79	$2,357.55	$65.96	$147.01	$143.26	$0.00	$356.22	1548 2ND ST
097 -0008-005-00	COM	B1	2	100.000	2,001	$580.60	$256.88	$90.55	$5.32	$933.35	$65.96	$29.18	$28.44	$0.00	$123.58	1543 1ST ST
097 -0009-001-00	COM	B1	2	100.000	1,032	$580.60	$132.49	$46.70	$2.74	$762.53	$65.96	$15.05	$14.67	$0.00	$95.68	1679 1ST ST
097 -0009-003-05	MFR	B1	2	0.000	1,675	$0.00	$215.03	$435.63	$25.59	$676.25	$0.00	$24.43	$136.82	$0.00	$161.24	1624 2ND ST
097 -0009-003-06	MFR	B1	2	0.000	1,675	$0.00	$215.03	$435.63	$25.59	$676.25	$0.00	$24.43	$136.82	$0.00	$161.24	1642 2ND ST
097 -0009-003-07	COM	B1	2	100.000	1,050	$580.60	$134.80	$47.51	$2.79	$765.70	$65.96	$15.31	$14.92	$0.00	$96.18	1619 1ST ST
097 -0009-003-08	MFR	B1	2	0.000	2,052	$0.00	$263.43	$533.68	$31.35	$828.46	$0.00	$29.93	$167.62	$0.00	$197.54	1610 2ND ST
097 -0009-005-01	OFF	B1	2	100.000	1,350	$580.60	$173.31	$87.36	$5.13	$846.40	$65.96	$19.69	$27.44	$0.00	$113.08	1643 1ST ST
097 -0009-006-01	OFF	B1	2	0.000	8,470	$0.00	$1,087.35	$548.08	$32.19	$1,667.62	$0.00	$123.53	$172.14	$0.00	$295.66	1686 2ND ST
097 -0010-001-01	COM	B1	2	150.000	1,500	$870.90	$192.57	$67.88	$3.99	$1,135.34	$98.94	$21.88	$21.32	$0.00	$142.14	1771 1ST ST
097 -0010-002-03	COM	B1	2	0.000	950	$0.00	$121.96	$42.99	$2.53	$167.48	$0.00	$13.86	$13.50	$0.00	$27.36	157 S N ST
097 -0010-003-01	SFR	B1	2	0.000	1,554	$0.00	$199.50	$404.16	$23.74	$627.40	$0.00	$22.66	$126.94	$0.00	$149.60	1742 2ND ST
097 -0010-003-02	SFR	B1	2	0.000	957	$0.00	$122.86	$248.89	$14.62	$386.37	$0.00	$13.96	$78.17	$0.00	$92.12	1730 2ND ST
097 -0010-004-00	SFR	B1	2	0.000	1,144	$0.00	$146.86	$297.53	$17.48	$461.87	$0.00	$16.68	$93.45	$0.00	$110.12	1716 2ND ST
097 -0010-007-02	COM	B1	2	150.000	1,595	$870.90	$204.76	$72.17	$4.24	$1,152.07	$98.94	$23.26	$22.67	$0.00	$144.86	1737 1ST ST
097 -0010-008-05	COM	B1	2	0.000	4,015	$0.00	$515.43	$181.68	$10.67	$707.78	$0.00	$58.56	$57.06	$0.00	$115.62	1700 2ND ST
097 -0011-001-00	COM	B1	2	50.000	4,061	$290.30	$521.34	$183.76	$10.79	$1,006.19	$32.98	$59.23	$57.72	$0.00	$149.92	1887 1ST ST
097 -0011-004-00	COM	B1	2	54.000	2,015	$313.52	$258.68	$91.18	$5.36	$668.74	$35.62	$29.39	$28.64	$0.00	$93.64	1845 1ST ST
097 -0011-005-03	COM	B1	2	92.050	1,472	$534.44	$188.97	$66.61	$3.91	$793.93	$60.72	$21.47	$20.92	$0.00	$103.10	1817 1ST ST
097 -0011-006-00	OFF	B1	2	104.000	9,596	$603.82	$1,231.91	$620.94	$36.47	$2,493.14	$68.60	$139.95	$195.03	$0.00	$403.58	1859 1ST ST
097 -0011-007-00	OFF	B1	2	0.000	1,382	$0.00	$177.42	$89.43	$5.25	$272.10	$0.00	$20.16	$28.09	$0.00	$48.24	1859 1ST ST
097 -0012-001-01	COM	B1	2	150.000	10,800	$870.90	$1,386.47	$488.70	$28.71	$2,774.78	$98.94	$157.51	$153.49	$0.00	$409.94	1987 1ST ST
097 -0012-001-02	COM	B1	2	104.000	4,230	$603.82	$543.03	$191.41	$11.24	$1,349.50	$68.60	$61.69	$60.12	$0.00	$190.40	1931 1ST ST
097 -0012-002-01	COM	B1	2	0.000	5,770	$0.00	$740.74	$261.09	$15.34	$1,017.17	$0.00	$84.15	$82.01	$0.00	$166.16	153 S L ST
097 -0012-003-03	COM	B1	2	0.000	5,500	$0.00	$706.07	$248.88	$14.62	$969.57	$0.00	$80.21	$78.17	$0.00	$158.38	1986 2ND ST
097 -0012-005-00	COM	B1	2	46.000	6,900	$267.08	$885.80	$312.23	$18.34	$1,483.45	$30.34	$100.63	$98.06	$0.00	$229.02	1917 1ST ST
097 -0013-001-00	COM	A1	2	50.000	4,513	$2,414.80	$1,929.64	$204.21	$12.00	$4,560.65	$2,414.80	$1,929.64	$64.14	$0.00	$4,408.58	2083 1ST ST
097 -0013-002-00	COM	A1	2	0.000	3,164	$0.00	$1,352.84	$143.17	$8.41	$1,504.42	$0.00	$1,352.84	$44.97	$0.00	$1,397.80	2074 2ND ST
097 -0013-003-00	SFR	A1	2	0.000	3,724	$0.00	$1,592.29	$968.52	$56.90	$2,617.71	$0.00	$1,592.29	$304.20	$0.00	$1,896.48	2046 2ND ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0013-005-00	COM	A1	2	0.000	1,375	$0.00	$587.91	$62.22	$3.65	$653.78	$0.00	$587.91	$19.54	$0.00	$607.44	174 S L ST
097 -0013-006-01	COM	A1	2	100.080	4,185	$4,833.46	$1,789.40	$189.37	$11.12	$6,823.35	$4,833.46	$1,789.40	$59.48	$0.00	$6,682.34	2017 1ST ST
097 -0013-007-03	COM	A1	2	49.920	7,150	$2,410.94	$3,057.15	$323.54	$19.00	$5,810.63	$2,410.94	$3,057.15	$101.62	$0.00	$5,569.70	2029 1ST ST
097 -0013-008-00	COM	A1	2	25.000	2,350	$1,207.40	$1,004.80	$106.34	$6.25	$2,324.79	$1,207.40	$1,004.80	$33.40	$0.00	$2,245.60	2041 1ST ST
097 -0013-009-00	VCOM	A1	2	25.000	0	$1,207.40	$0.00	$0.00	$0.00	$1,207.40	$1,207.40	$0.00	$0.00	$0.00	$1,207.40	2047 1ST ST
097 -0013-010-00	COM	A1	2	50.000	4,700	$2,414.80	$2,009.60	$212.68	$12.49	$4,649.57	$2,414.80	$2,009.60	$66.80	$0.00	$4,491.20	2059 1ST ST
097 -0014-001-01	COM	A1	2	50.120	4,550	$2,420.60	$1,945.46	$205.89	$12.09	$4,584.04	$2,420.60	$1,945.46	$64.67	$0.00	$4,430.72	2193 1ST ST
097 -0014-002-00	INST	A1	2	0.000	10,000	$0.00	$4,275.74	$452.50	$26.58	$4,754.82	$0.00	$4,275.74	$142.12	$0.00	$4,417.86	157 S J ST
097 -0014-003-08	COM	A1	2	49.880	4,650	$2,409.00	$1,988.22	$210.41	$12.36	$4,619.99	$2,409.00	$1,988.22	$66.09	$0.00	$4,463.30	2175 1ST ST
097 -0014-004-03	OFF	A1	2	69.000	2,072	$3,332.42	$885.93	$134.07	$7.88	$4,360.30	$3,332.42	$885.93	$42.11	$0.00	$4,260.46	2151 1ST ST
097 -0014-005-02	COM	A1	2	0.000	800	$0.00	$342.06	$36.20	$2.13	$380.39	$0.00	$342.06	$11.37	$0.00	$353.42	2152 2ND ST
097 -0014-005-03	COM	A1	2	31.000	4,512	$1,497.18	$1,929.21	$204.17	$11.99	$3,642.55	$1,497.18	$1,929.21	$64.13	$0.00	$3,490.52	2139 1ST ST
097 -0014-005-05	COM	A1	2	27.000	2,800	$1,303.99	$1,197.21	$126.70	$7.44	$2,635.34	$1,303.99	$1,197.21	$39.79	$0.00	$2,540.98	2133 1ST ST
097 -0014-005-06	COM	A1	2	23.000	3,180	$1,110.81	$1,359.69	$143.90	$8.45	$2,622.85	$1,110.81	$1,359.69	$45.20	$0.00	$2,515.70	2127 1ST ST
097 -0014-006-01	COM	A1	2	0.000	5,802	$0.00	$2,480.78	$262.54	$15.42	$2,758.74	$0.00	$2,480.78	$82.46	$0.00	$2,563.24	184 S K ST
097 -0014-007-00	COM	A1	2	25.000	1,750	$1,207.40	$748.25	$79.19	$4.65	$2,039.49	$1,207.40	$748.25	$24.87	$0.00	$1,980.52	2115 1ST ST
097 -0014-008-02	COM	A1	2	25.000	1,680	$1,207.40	$718.32	$76.02	$4.47	$2,006.21	$1,207.40	$718.32	$23.88	$0.00	$1,949.60	2121 1ST ST
097 -0015-001-00	INST	A1	2	40.770	13,772	$1,969.03	$5,888.55	$623.18	$36.61	$8,517.37	$1,969.03	$5,888.55	$195.73	$0.00	$8,053.30	2247 1ST ST
097 -0015-002-00	COM	A1	2	0.000	5,750	$0.00	$2,458.55	$260.19	$15.28	$2,734.02	$0.00	$2,458.55	$81.72	$0.00	$2,540.26	167 S LIVERMORE AVE
097 -0015-004-01	COM	A1	2	50.000	6,950	$2,414.80	$2,971.64	$314.49	$18.47	$5,719.40	$2,414.80	$2,971.64	$98.78	$0.00	$5,485.22	2235 1ST ST
097 -0015-004-02	COM	A1	2	0.000	11,440	$0.00	$4,891.45	$517.66	$30.41	$5,439.52	$0.00	$4,891.45	$162.59	$0.00	$5,054.04	2222 2ND ST
097 -0015-005-01	COM	A1	2	0.000	1,460	$0.00	$624.26	$66.07	$3.88	$694.21	$0.00	$624.26	$20.75	$0.00	$645.00	160 S J ST
097 -0015-005-02	COM	A1	2	0.000	3,200	$0.00	$1,368.24	$144.80	$8.51	$1,521.55	$0.00	$1,368.24	$45.48	$0.00	$1,413.72	190 S J ST
097 -0015-006-00	COM	A1	2	30.000	2,820	$1,448.88	$1,205.76	$127.61	$7.50	$2,789.75	$1,448.88	$1,205.76	$40.08	$0.00	$2,694.72	2205 1ST ST
097 -0015-007-00	COM	A1	2	20.000	1,880	$965.92	$803.84	$85.07	$5.00	$1,859.83	$965.92	$803.84	$26.72	$0.00	$1,796.48	2211 1ST ST
097 -0015-009-00	COM	A1	2	21.580	1,297	$1,042.23	$554.56	$58.69	$3.45	$1,658.93	$1,042.23	$554.56	$18.43	$0.00	$1,615.22	2241 1ST ST UNIT B
097 -0017-001-00	COM	A2	2	0.000	1,689	$0.00	$0.00	$76.43	$4.49	$80.92	$0.00	$0.00	$24.00	$0.00	$24.00	283 S LIVERMORE AVE
097 -0017-002-00	COM	A2	2	0.000	8,354	$0.00	$0.00	$378.02	$22.20	$400.22	$0.00	$0.00	$118.73	$0.00	$118.72	2287 2ND ST
097 -0017-004-00	VCOM	A2	2	0.000	7,108	$0.00	$0.00	$321.64	$18.89	$340.53	$0.00	$0.00	$101.02	$0.00	$101.02	2287 2ND ST
097 -0017-007-00	SFR	A2	2	0.000	1,128	$0.00	$0.00	$293.37	$17.23	$310.60	$0.00	$0.00	$92.14	$0.00	$92.14	2224 3RD ST
097 -0017-008-00	SFR	A2	2	0.000	2,231	$0.00	$0.00	$580.23	$34.09	$614.32	$0.00	$0.00	$182.24	$0.00	$182.24	282 S J ST
097 -0017-009-00	SFR	A2	2	0.000	937	$0.00	$0.00	$243.69	$14.32	$258.01	$0.00	$0.00	$76.54	$0.00	$76.54	266 S J ST
097 -0017-010-00	COM	A2	2	0.000	5,000	$0.00	$0.00	$226.25	$13.29	$239.54	$0.00	$0.00	$71.06	$0.00	$71.06	2217 2ND ST
097 -0017-011-02	COM	A2	2	0.000	4,210	$0.00	$0.00	$190.50	$11.19	$201.69	$0.00	$0.00	$59.83	$0.00	$59.82	2247 2ND ST
097 -0017-011-03	COM	A2	2	0.000	1,539	$0.00	$0.00	$69.64	$4.09	$73.73	$0.00	$0.00	$21.87	$0.00	$21.86	2240 3RD ST
097 -0018-001-00	COM	A2	2	0.000	2,500	$0.00	$0.00	$113.13	$6.65	$119.78	$0.00	$0.00	$35.53	$0.00	$35.52	2163 2ND ST
097 -0018-002-00	COM	A2	2	0.000	4,658	$0.00	$0.00	$210.77	$12.38	$223.15	$0.00	$0.00	$66.20	$0.00	$66.20	2180 3RD ST
097 -0018-010-02	COM	A2	2	0.000	11,523	$0.00	$0.00	$521.42	$30.63	$552.05	$0.00	$0.00	$163.77	$0.00	$163.76	2125 2ND ST
097 -0019-002-01	OFF	A2	2	0.000	4,256	$0.00	$0.00	$275.40	$16.18	$291.58	$0.00	$0.00	$86.50	$0.00	$86.50	275 S K ST
097 -0019-004-01	COM	A2	2	0.000	1,184	$0.00	$0.00	$53.58	$3.15	$56.73	$0.00	$0.00	$16.83	$0.00	$16.82	282 S L ST
097 -0019-005-00	COM	A2	2	0.000	5,129	$0.00	$0.00	$232.09	$13.63	$245.72	$0.00	$0.00	$72.89	$0.00	$72.88	202 S L ST
097 -0019-008-01	COM	A2	2	0.000	7,818	$0.00	$0.00	$353.76	$20.78	$374.54	$0.00	$0.00	$111.11	$0.00	$111.10	235 S K ST
097 -0020-007-04	COM	B2	2	0.000	41,525	$0.00	$0.00	$1,879.01	$110.37	$1,989.38	$0.00	$0.00	$590.17	$0.00	$590.16	1951 2ND ST
097 -0021-003-01	COM	B2	2	0.000	10,000	$0.00	$0.00	$452.50	$26.58	$479.08	$0.00	$0.00	$142.12	$0.00	$142.12	287 S M ST
097 -0021-004-01	SFR	B2	2	0.000	1,234	$0.00	$0.00	$320.93	$18.85	$339.78	$0.00	$0.00	$100.80	$0.00	$100.80	1856 3RD ST
097 -0021-004-02	SFR	B2	2	0.000	1,024	$0.00	$0.00	$266.32	$15.65	$281.97	$0.00	$0.00	$83.65	$0.00	$83.64	1842 3RD ST
097 -0021-005-00	SFR	B2	2	0.000	1,040	$0.00	$0.00	$270.48	$15.89	$286.37	$0.00	$0.00	$84.95	$0.00	$84.94	1828 3RD ST
097 -0021-006-00	SFR	B2	2	0.000	1,316	$0.00	$0.00	$342.26	$20.11	$362.37	$0.00	$0.00	$107.50	$0.00	$107.50	1814 3RD ST
097 -0021-007-00	COM	B2	2	0.000	1,832	$0.00	$0.00	$82.90	$4.87	$87.77	$0.00	$0.00	$26.04	$0.00	$26.04	1817 2ND ST
097 -0022-001-00	COM	B2	2	0.000	6,720	$0.00	$0.00	$304.08	$17.86	$321.94	$0.00	$0.00	$95.51	$0.00	$95.50	1783 2ND ST
097 -0022-004-02	OFF	B2	2	0.000	1,088	$0.00	$0.00	$70.40	$4.14	$74.54	$0.00	$0.00	$22.11	$0.00	$22.10	1713 2ND ST
097 -0022-004-03	SFR	B2	2	0.000	824	$0.00	$0.00	$214.30	$12.59	$226.89	$0.00	$0.00	$67.31	$0.00	$67.30	1727 2ND ST
097 -0022-004-04	SFR	B2	2	0.000	1,083	$0.00	$0.00	$281.66	$16.55	$298.21	$0.00	$0.00	$88.47	$0.00	$88.46	1741 2ND ST
097 -0023-001-00	SFR	B2	2	0.000	969	$0.00	$0.00	$252.01	$14.81	$266.82	$0.00	$0.00	$79.15	$0.00	$79.14	1683 2ND ST
097 -0023-006-01	MFR	B2	2	0.000	1,296	$0.00	$0.00	$337.06	$19.80	$356.86	$0.00	$0.00	$105.86	$0.00	$105.86	210 S P ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0023-006-05	OFF	B2	2	0.000	2,904	$0.00	$0.00	$187.91	$11.04	$198.95	$0.00	$0.00	$59.02	$0.00	$59.02	1617 2ND ST
097 -0023-008-00	SFR	B2	2	0.000	956	$0.00	$0.00	$248.63	$14.61	$263.24	$0.00	$0.00	$78.09	$0.00	$78.08	1667 2ND ST
097 -0023-009-00	SFR	B2	2	0.000	1,056	$0.00	$0.00	$274.64	$16.13	$290.77	$0.00	$0.00	$86.26	$0.00	$86.26	1651 2ND ST
097 -0024-003-07	SFR	B2	2	0.000	1,304	$0.00	$0.00	$339.14	$19.92	$359.06	$0.00	$0.00	$106.52	$0.00	$106.52	220 S Q ST
097 -0024-003-08	SFR	B2	2	0.000	1,052	$0.00	$0.00	$273.60	$16.07	$289.67	$0.00	$0.00	$85.93	$0.00	$85.92	1529 2ND ST
097 -0024-005-00	SFR	B2	2	0.000	1,121	$0.00	$0.00	$291.55	$17.13	$308.68	$0.00	$0.00	$91.57	$0.00	$91.56	1565 2ND ST
097 -0024-006-00	SFR	B2	2	0.000	1,121	$0.00	$0.00	$291.55	$17.13	$308.68	$0.00	$0.00	$91.57	$0.00	$91.56	235 S P ST
097 -0024-007-00	SFR	B2	2	0.000	1,348	$0.00	$0.00	$350.58	$20.60	$371.18	$0.00	$0.00	$110.11	$0.00	$110.10	1561 2ND ST
097 -0024-008-00	SFR	B2	2	0.000	1,392	$0.00	$0.00	$362.03	$21.27	$383.30	$0.00	$0.00	$113.71	$0.00	$113.70	1557 2ND ST
097 -0024-009-00	SFR	B2	2	0.000	1,349	$0.00	$0.00	$350.84	$20.61	$371.45	$0.00	$0.00	$110.19	$0.00	$110.18	1553 2ND ST
097 -0024-010-00	SFR	B2	2	0.000	1,349	$0.00	$0.00	$350.84	$20.61	$371.45	$0.00	$0.00	$110.19	$0.00	$110.18	1549 2ND ST
097 -0024-011-00	SFR	B2	2	0.000	1,339	$0.00	$0.00	$348.24	$20.46	$368.70	$0.00	$0.00	$109.38	$0.00	$109.38	1545 2ND ST
097 -0024-012-00	SFR	B2	2	0.000	1,369	$0.00	$0.00	$356.04	$20.92	$376.96	$0.00	$0.00	$111.83	$0.00	$111.82	1541 2ND ST
097 -0028-001-00	MFR	B3	2	0.000	1,807	$0.00	$0.00	$469.96	$27.61	$497.57	$0.00	$0.00	$147.61	$0.00	$147.60	325 S M ST
097 -0028-002-01	COM	B3	2	0.000	2,400	$0.00	$0.00	$108.60	$6.38	$114.98	$0.00	$0.00	$34.11	$0.00	$34.10	381 S M ST
097 -0028-002-02	COM	B3	2	0.000	1,165	$0.00	$0.00	$52.72	$3.10	$55.82	$0.00	$0.00	$16.56	$0.00	$16.56	1858 4TH ST
097 -0028-003-06	COM	B3	2	0.000	6,412	$0.00	$0.00	$290.14	$17.04	$307.18	$0.00	$0.00	$91.13	$0.00	$91.12	1816 4TH ST
097 -0028-004-01	COM	B3	2	0.000	5,431	$0.00	$0.00	$245.75	$14.44	$260.19	$0.00	$0.00	$77.19	$0.00	$77.18	1840 4TH ST
097 -0028-005-00	SFR	B3	2	0.000	1,001	$0.00	$0.00	$260.34	$15.29	$275.63	$0.00	$0.00	$81.77	$0.00	$81.76	1853 3RD ST
097 -0028-006-00	SFR	B3	2	0.000	995	$0.00	$0.00	$258.78	$15.20	$273.98	$0.00	$0.00	$81.28	$0.00	$81.28	1869 3RD ST
097 -0029-001-01	COM	B3	2	0.000	7,750	$0.00	$0.00	$350.69	$20.60	$371.29	$0.00	$0.00	$110.15	$0.00	$110.14	325 S L ST
097 -0029-002-00	COM	B3	2	0.000	6,067	$0.00	$0.00	$274.53	$16.13	$290.66	$0.00	$0.00	$86.23	$0.00	$86.22	381 S L ST
097 -0029-004-00	COM	B3	2	0.000	1,760	$0.00	$0.00	$79.64	$4.68	$84.32	$0.00	$0.00	$25.01	$0.00	$25.00	1919 3RD ST
097 -0030-001-02	MFR	A2	2	0.000	1,177	$0.00	$0.00	$306.11	$17.98	$324.09	$0.00	$0.00	$96.14	$0.00	$96.14	2073 3RD ST
097 -0030-001-03	OFF	A2	2	0.000	1,177	$0.00	$0.00	$76.16	$4.47	$80.63	$0.00	$0.00	$23.92	$0.00	$23.92	2059 3RD ST
097 -0030-001-04	MFR	A2	2	0.000	1,700	$0.00	$0.00	$442.13	$25.97	$468.10	$0.00	$0.00	$138.87	$0.00	$138.86	2087 3RD ST
097 -0030-001-05	SFR	A2	2	0.000	1,177	$0.00	$0.00	$306.11	$17.98	$324.09	$0.00	$0.00	$96.14	$0.00	$96.14	343 S K ST
097 -0030-002-01	COM	A2	2	0.000	2,044	$0.00	$0.00	$92.49	$5.43	$97.92	$0.00	$0.00	$29.05	$0.00	$29.04	2084 4TH ST
097 -0030-002-02	COM	A2	2	0.000	1,032	$0.00	$0.00	$46.70	$2.74	$49.44	$0.00	$0.00	$14.67	$0.00	$14.66	2052 4TH ST
097 -0030-003-00	SFR	A2	2	0.000	1,181	$0.00	$0.00	$307.15	$18.04	$325.19	$0.00	$0.00	$96.47	$0.00	$96.46	2038 4TH ST
097 -0030-004-00	COM	A2	2	0.000	1,928	$0.00	$0.00	$87.24	$5.12	$92.36	$0.00	$0.00	$27.40	$0.00	$27.40	2020 4TH ST
097 -0030-007-01	COM	A2	2	0.000	5,744	$0.00	$0.00	$259.92	$15.27	$275.19	$0.00	$0.00	$81.64	$0.00	$81.64	314 S L ST
097 -0031-001-00	PUB	A2	2	0.000	5,400	$0.00	$0.00	$244.35	$14.35	$258.70	$0.00	$0.00	$76.75	$0.00	$76.74	2155 3RD ST
097 -0032-002-01	OFF	A2	2	0.000	9,560	$0.00	$0.00	$618.61	$36.34	$654.95	$0.00	$0.00	$194.30	$0.00	$194.30	325 S I ST
097 -0032-003-00	SFR	A2	2	0.000	1,717	$0.00	$0.00	$446.55	$26.23	$472.78	$0.00	$0.00	$140.25	$0.00	$140.24	2254 4TH ST
097 -0032-004-01	MFR	A2	2	0.000	1,392	$0.00	$0.00	$362.03	$21.27	$383.30	$0.00	$0.00	$113.71	$0.00	$113.70	2238 4TH ST
097 -0032-004-02	COM	A2	2	0.000	3,298	$0.00	$0.00	$149.23	$8.77	$158.00	$0.00	$0.00	$46.87	$0.00	$46.86	2210 4TH ST
097 -0032-005-00	COM	A2	2	0.000	1,358	$0.00	$0.00	$61.45	$3.61	$65.06	$0.00	$0.00	$19.30	$0.00	$19.30	2207 3RD ST
097 -0032-006-00	COM	A2	2	0.000	1,648	$0.00	$0.00	$74.57	$4.38	$78.95	$0.00	$0.00	$23.42	$0.00	$23.42	2221 3RD ST
097 -0032-007-00	SFR	A2	2	0.000	1,335	$0.00	$0.00	$347.20	$20.40	$367.60	$0.00	$0.00	$109.05	$0.00	$109.04	2235 3RD ST
097 -0032-008-00	OFF	A2	2	0.000	2,480	$0.00	$0.00	$160.48	$9.43	$169.91	$0.00	$0.00	$50.40	$0.00	$50.40	2257 3RD ST
097 -0033-001-03	COM	A3	2	0.000	2,541	$0.00	$0.00	$114.98	$6.75	$121.73	$0.00	$0.00	$36.11	$0.00	$36.10	323 S LIVERMORE AVE
097 -0033-002-00	COM	A3	2	0.000	7,616	$0.00	$0.00	$344.62	$20.24	$364.86	$0.00	$0.00	$108.24	$0.00	$108.24	357 S LIVERMORE AVE
097 -0035-001-02	OFF	A2	2	0.000	1,576	$0.00	$0.00	$101.98	$5.99	$107.97	$0.00	$0.00	$32.03	$0.00	$32.02	2273 4TH ST
097 -0035-006-00	COM	A2	2	0.000	2,173	$0.00	$0.00	$98.33	$5.78	$104.11	$0.00	$0.00	$30.88	$0.00	$30.88	2205 4TH ST
097 -0035-007-00	SFR	A2	2	0.000	902	$0.00	$0.00	$234.59	$13.78	$248.37	$0.00	$0.00	$73.68	$0.00	$73.68	2235 4TH ST
097 -0035-008-02	COM	A2	2	0.000	1,096	$0.00	$0.00	$49.59	$2.91	$52.50	$0.00	$0.00	$15.58	$0.00	$15.58	2255 4TH ST
097 -0036-001-03	COM	A2	2	0.000	2,576	$0.00	$0.00	$116.56	$6.85	$123.41	$0.00	$0.00	$36.61	$0.00	$36.60	2181 4TH ST
097 -0036-002-02	COM	A2	2	0.000	1,870	$0.00	$0.00	$84.62	$4.97	$89.59	$0.00	$0.00	$26.58	$0.00	$26.58	487 S J ST
097 -0036-003-00	OFF	A2	2	0.000	1,590	$0.00	$0.00	$102.89	$6.04	$108.93	$0.00	$0.00	$32.31	$0.00	$32.30	2162 5TH ST
097 -0036-004-00	MFR	A2	2	0.000	1,776	$0.00	$0.00	$461.89	$27.14	$489.03	$0.00	$0.00	$145.07	$0.00	$145.06	2150 5TH ST
097 -0036-005-00	SFR	A2	2	0.000	1,850	$0.00	$0.00	$481.14	$28.27	$509.41	$0.00	$0.00	$151.12	$0.00	$151.12	486 S K ST
097 -0036-007-00	OFF	A2	2	0.000	2,153	$0.00	$0.00	$139.32	$8.18	$147.50	$0.00	$0.00	$43.76	$0.00	$43.76	2109 4TH ST
097 -0036-008-00	OFF	A2	2	0.000	3,646	$0.00	$0.00	$235.93	$13.86	$249.79	$0.00	$0.00	$74.10	$0.00	$74.10	2117 4TH ST
097 -0036-009-00	COM	A2	2	0.000	1,590	$0.00	$0.00	$71.95	$4.23	$76.18	$0.00	$0.00	$22.60	$0.00	$22.60	2157 4TH ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0037-003-00	SFR	A2	2	0.000	1,460	$0.00	$0.00	$379.71	$22.31	$402.02	$0.00	$0.00	$119.26	$0.00	$119.26	485 S K ST
097 -0037-004-02	CHRCH	A2	2	0.000	30,281	$0.00	$0.00	$1,370.22	$80.49	$1,450.71	$0.00	$0.00	$430.36	$0.00	$430.36	2020 5TH ST
097 -0038-001-00	OFF	B3	2	0.000	2,824	$0.00	$0.00	$182.74	$10.73	$193.47	$0.00	$0.00	$57.39	$0.00	$57.38	411 S L ST
097 -0038-004-00	COM	B3	2	0.000	2,212	$0.00	$0.00	$100.09	$5.88	$105.97	$0.00	$0.00	$31.44	$0.00	$31.44	1915 4TH ST
097 -0038-005-00	MFR	B3	2	0.000	3,424	$0.00	$0.00	$890.50	$52.32	$942.82	$0.00	$0.00	$279.69	$0.00	$279.68	1937 4TH ST
097 -0039-010-00	OFF	B3	2	0.000	6,805	$0.00	$0.00	$440.34	$25.87	$466.21	$0.00	$0.00	$138.30	$0.00	$138.30	1841 4TH ST
097 -0039-011-00	OFF	B3	2	0.000	2,887	$0.00	$0.00	$186.81	$10.97	$197.78	$0.00	$0.00	$58.67	$0.00	$58.66	1813 4TH ST
097 -0082-001-01	COM	B1	2	150.000	5,900	$870.90	$757.42	$266.98	$15.68	$1,910.98	$98.94	$86.05	$83.85	$0.00	$268.84	1485 1ST ST
097 -0082-002-00	SFR	B1	2	0.000	1,139	$0.00	$146.22	$296.23	$17.40	$459.85	$0.00	$16.61	$93.04	$0.00	$109.64	1494 2ND ST
097 -0082-003-00	SFR	B1	2	0.000	1,153	$0.00	$148.02	$299.87	$17.62	$465.51	$0.00	$16.82	$94.18	$0.00	$111.00	1478 2ND ST
097 -0082-004-00	SFR	B1	2	0.000	1,139	$0.00	$146.22	$296.23	$17.40	$459.85	$0.00	$16.61	$93.04	$0.00	$109.64	1462 2ND ST
097 -0082-005-00	SFR	B1	2	0.000	1,490	$0.00	$191.28	$387.51	$22.77	$601.56	$0.00	$21.73	$121.71	$0.00	$143.44	1446 2ND ST
097 -0082-006-00	OFF	B1	2	0.000	1,139	$0.00	$146.22	$73.70	$4.33	$224.25	$0.00	$16.61	$23.15	$0.00	$39.76	1430 2ND ST
097 -0082-007-07	COM	B1	2	0.000	266	$0.00	$34.15	$12.04	$0.71	$46.90	$0.00	$3.88	$3.78	$0.00	$7.66	160 HOLMES ST
097 -0082-007-08	COM	B1	2	156.450	8,162	$908.35	$1,047.81	$369.33	$21.69	$2,347.18	$103.19	$119.04	$116.00	$0.00	$338.22	1421 1ST ST
097 -0082-009-01	COM	B1	2	150.120	3,278	$871.60	$420.82	$148.33	$8.71	$1,449.46	$99.02	$47.81	$46.59	$0.00	$193.42	1453 1ST ST
097 -0107-001-00	SFR	A3	2	0.000	893	$0.00	$0.00	$232.25	$13.64	$245.89	$0.00	$0.00	$72.95	$0.00	$72.94	2493 4TH ST
097 -0107-008-00	MFR	A3	2	0.000	4,164	$0.00	$0.00	$1,082.96	$63.62	$1,146.58	$0.00	$0.00	$340.14	$0.00	$340.14	454 S LIVERMORE AVE
097 -0107-009-02	INST	A3	2	0.000	778	$0.00	$0.00	$35.20	$2.07	$37.27	$0.00	$0.00	$11.06	$0.00	$11.06	2475 4TH ST
097 -0107-009-03	SFR	A3	2	0.000	832	$0.00	$0.00	$216.38	$12.71	$229.09	$0.00	$0.00	$67.96	$0.00	$67.96	2417 4TH ST
097 -0107-009-04	SFR	A3	2	0.000	1,014	$0.00	$0.00	$263.72	$15.49	$279.21	$0.00	$0.00	$82.83	$0.00	$82.82	2439 4TH ST
097 -0107-009-05	SFR	A3	2	0.000	1,131	$0.00	$0.00	$294.15	$17.28	$311.43	$0.00	$0.00	$92.39	$0.00	$92.38	2455 4TH ST
097 -0108-001-00	MFR	A3	2	0.000	2,943	$0.00	$0.00	$765.40	$44.97	$810.37	$0.00	$0.00	$240.40	$0.00	$240.40	2389 3RD ST
097 -0108-002-00	SFR	A3	2	0.000	1,246	$0.00	$0.00	$324.05	$19.04	$343.09	$0.00	$0.00	$101.78	$0.00	$101.78	333 MCLEOD ST
097 -0108-003-00	MFR	A3	2	0.000	3,302	$0.00	$0.00	$858.77	$50.45	$909.22	$0.00	$0.00	$269.73	$0.00	$269.72	367 MCLEOD ST
097 -0108-004-00	MFR	A3	2	0.000	2,337	$0.00	$0.00	$607.80	$35.71	$643.51	$0.00	$0.00	$190.90	$0.00	$190.90	389 MCLEOD ST
097 -0108-005-00	COM	A3	2	0.000	4,479	$0.00	$0.00	$202.67	$11.91	$214.58	$0.00	$0.00	$63.66	$0.00	$63.66	392 S LIVERMORE AVE
097 -0108-006-00	COM	A3	2	0.000	3,492	$0.00	$0.00	$158.01	$9.28	$167.29	$0.00	$0.00	$49.63	$0.00	$49.62	358 S LIVERMORE AVE
097 -0108-008-03	COM	A3	2	0.000	4,845	$0.00	$0.00	$219.24	$12.88	$232.12	$0.00	$0.00	$68.86	$0.00	$68.86	2341 3RD ST
097 -0108-010-01	SFR	A3	2	0.000	2,052	$0.00	$0.00	$533.68	$31.35	$565.03	$0.00	$0.00	$167.62	$0.00	$167.62	2363 3RD ST
097 -0108-012-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$550.06	$32.32	$582.38	$0.00	$0.00	$172.77	$0.00	$172.76	318 S LIVERMORE AVE UNIT 1
097 -0108-013-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$449.15	$26.39	$475.54	$0.00	$0.00	$141.07	$0.00	$141.06	318 S LIVERMORE AVE UNIT 1
097 -0108-014-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$550.06	$32.32	$582.38	$0.00	$0.00	$172.77	$0.00	$172.76	318 S LIVERMORE AVE UNIT 1
097 -0108-015-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$449.15	$26.39	$475.54	$0.00	$0.00	$141.07	$0.00	$141.06	318 S LIVERMORE AVE UNIT 1
097 -0108-016-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$550.06	$32.32	$582.38	$0.00	$0.00	$172.77	$0.00	$172.76	318 S LIVERMORE AVE UNIT 1
097 -0108-017-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$449.15	$26.39	$475.54	$0.00	$0.00	$141.07	$0.00	$141.06	318 S LIVERMORE AVE UNIT 1
097 -0108-018-00	CON	A2	2	0.000	800	$0.00	$0.00	$208.06	$12.22	$220.28	$0.00	$0.00	$65.35	$0.00	$65.34	318 S LIVERMORE AVE UNIT 1
097 -0108-019-00	CON	A2	2	0.000	1,219	$0.00	$0.00	$317.03	$18.63	$335.66	$0.00	$0.00	$99.57	$0.00	$99.56	318 S LIVERMORE AVE UNIT 2
097 -0109-001-00	MFR	A2	2	0.000	2,170	$0.00	$0.00	$564.36	$33.16	$597.52	$0.00	$0.00	$177.26	$0.00	$177.26	209 MCLEOD ST
097 -0109-003-00	SFR	A2	2	0.000	1,342	$0.00	$0.00	$349.02	$20.50	$369.52	$0.00	$0.00	$109.62	$0.00	$109.62	253 MCLEOD ST
097 -0109-004-00	MFR	A2	2	0.000	2,324	$0.00	$0.00	$604.42	$35.51	$639.93	$0.00	$0.00	$189.84	$0.00	$189.84	277 MCLEOD ST
097 -0109-005-00	COM	A2	2	0.000	1,301	$0.00	$0.00	$58.87	$3.46	$62.33	$0.00	$0.00	$18.49	$0.00	$18.48	291 MCLEOD ST
097 -0109-006-00	COM	A2	2	0.000	1,329	$0.00	$0.00	$60.14	$3.53	$63.67	$0.00	$0.00	$18.89	$0.00	$18.88	286 S LIVERMORE AVE
097 -0109-007-00	COM	A2	2	0.000	2,250	$0.00	$0.00	$101.81	$5.98	$107.79	$0.00	$0.00	$31.98	$0.00	$31.98	254 S LIVERMORE AVE
097 -0109-008-01	COM	A2	2	0.000	15,000	$0.00	$0.00	$678.75	$39.87	$718.62	$0.00	$0.00	$213.18	$0.00	$213.18	2359 2ND ST
097 -0109-010-00	MFR	A2	2	0.000	2,104	$0.00	$0.00	$547.20	$32.15	$579.35	$0.00	$0.00	$171.87	$0.00	$171.86	2375 2ND ST
097 -0110-001-01	COM	A1	2	56.980	3,900	$2,751.91	$1,667.54	$176.48	$10.37	$4,606.30	$2,751.91	$1,667.54	$55.43	$0.00	$4,474.88	2339 1ST ST
097 -0110-004-00	COM	A1	2	0.000	4,500	$0.00	$1,924.08	$203.63	$11.96	$2,139.67	$0.00	$1,924.08	$63.96	$0.00	$1,988.04	152 S LIVERMORE AVE
097 -0110-005-03	PUB	A1	2	88.000	0	$4,250.05	$0.00	$0.00	$0.00	$4,250.05	$4,250.05	$0.00	$0.00	$0.00	$4,250.04	116 S LIVERMORE AVE
097 -0110-006-01	COM	A1	2	57.050	2,500	$2,755.29	$1,068.94	$113.13	$6.65	$3,944.01	$2,755.29	$1,068.94	$35.53	$0.00	$3,859.76	2293 1ST ST
097 -0110-009-03	COM	A1	2	85.950	6,132	$4,151.04	$2,621.88	$277.47	$16.30	$7,066.69	$4,151.04	$2,621.88	$87.15	$0.00	$6,860.06	2327 1ST ST
097 -0110-013-00	COM	A1	2	0.000	4,691	$0.00	$2,005.75	$212.27	$12.47	$2,230.49	$0.00	$2,005.75	$66.67	$0.00	$2,072.42	2324 2ND ST
097 -0110-014-00	UTI	A1	2	0.000	22,680	$0.00	$9,697.38	$1,026.27	$60.28	$10,783.93	$0.00	$9,697.38	$322.34	$0.00	$10,019.72	2388 2ND ST
097 -0112-003-00	MFR	A1	2	0.000	2,104	$0.00	$899.62	$547.20	$32.15	$1,478.97	$0.00	$899.62	$171.87	$0.00	$1,071.48	2452 2ND ST
097 -0112-004-00	SFR	A1	2	0.000	1,288	$0.00	$550.72	$334.98	$19.68	$905.38	$0.00	$550.72	$105.21	$0.00	$655.92	2426 2ND ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0112-005-00	SFR	A1	2	0.000	1,403	$0.00	$599.89	$364.89	$21.44	$986.22	$0.00	$599.89	$114.61	$0.00	$714.50	2410 2ND ST
097 -0112-006-01	COM	A1	2	125.100	7,704	$6,041.83	$3,294.03	$348.61	$20.48	$9,704.95	$6,041.83	$3,294.03	$109.49	$0.00	$9,445.34	142 MCLEOD ST
097 -0112-008-01	COM	A1	2	50.080	4,250	$2,418.66	$1,817.19	$192.31	$11.30	$4,439.46	$2,418.66	$1,817.19	$60.40	$0.00	$4,296.24	2389 1ST ST
097 -0112-010-01	COM	A1	2	125.210	7,150	$6,047.14	$3,057.15	$323.54	$19.00	$9,446.83	$6,047.14	$3,057.15	$101.62	$0.00	$9,205.90	2491 1ST ST
097 -0113-001-00	MFR	A2	2	0.000	3,904	$0.00	$0.00	$1,015.34	$59.65	$1,074.99	$0.00	$0.00	$318.90	$0.00	$318.90	211 MAPLE ST
097 -0113-006-00	MFR	A2	2	0.000	2,144	$0.00	$0.00	$557.60	$32.76	$590.36	$0.00	$0.00	$175.13	$0.00	$175.12	244 MCLEOD ST
097 -0113-007-03	MFR	A2	2	0.000	3,008	$0.00	$0.00	$782.31	$45.96	$828.27	$0.00	$0.00	$245.71	$0.00	$245.70	222 MCLEOD ST
097 -0113-008-01	MFR	A2	2	0.000	2,040	$0.00	$0.00	$530.56	$31.17	$561.73	$0.00	$0.00	$166.64	$0.00	$166.64	2437 2ND ST
097 -0113-009-00	MFR	A2	2	0.000	1,475	$0.00	$0.00	$383.61	$22.54	$406.15	$0.00	$0.00	$120.49	$0.00	$120.48	2453 2ND ST
097 -0113-010-00	SFR	A2	2	0.000	1,068	$0.00	$0.00	$277.76	$16.32	$294.08	$0.00	$0.00	$87.24	$0.00	$87.24	2471 2ND ST
097 -0130-002-03	OFF	C2	2	0.000	2,500	$0.00	$0.00	$161.77	$9.50	$171.27	$0.00	$0.00	$50.81	$0.00	$50.80	2551 2ND ST
097 -0130-002-07	SFR	C2	2	0.000	2,384	$0.00	$0.00	$620.02	$36.43	$656.45	$0.00	$0.00	$194.74	$0.00	$194.74	2558 3RD ST
097 -0130-006-01	SFR	C2	2	0.000	2,022	$0.00	$0.00	$525.87	$30.89	$556.76	$0.00	$0.00	$165.17	$0.00	$165.16	240 MAPLE ST
097 -0130-006-02	MFR	C2	2	0.000	4,063	$0.00	$0.00	$1,056.69	$62.08	$1,118.77	$0.00	$0.00	$331.89	$0.00	$331.88	212 MAPLE ST
097 -0131-002-02	COM	C1	2	0.000	600	$0.00	$78.94	$27.15	$1.59	$107.68	$0.00	$8.18	$8.53	$0.00	$16.70	2552 2ND ST
097 -0131-003-03	COM	C1	2	111.810	7,417	$645.03	$975.88	$335.62	$19.71	$1,976.24	$66.86	$101.15	$105.41	$0.00	$273.42	186 MAPLE ST
097 -0133-001-01	COM	C2	2	0.000	500	$0.00	$0.00	$22.63	$1.33	$23.96	$0.00	$0.00	$7.11	$0.00	$7.10	2778 4TH ST
097 -0133-001-02	COM	C2	2	0.000	900	$0.00	$0.00	$40.73	$2.39	$43.12	$0.00	$0.00	$12.79	$0.00	$12.78	2794 4TH ST
097 -0133-002-02	MFR	C2	2	0.000	1,644	$0.00	$0.00	$427.56	$25.12	$452.68	$0.00	$0.00	$134.29	$0.00	$134.28	2762 4TH ST
097 -0133-002-03	SFR	C2	2	0.000	1,088	$0.00	$0.00	$282.96	$16.62	$299.58	$0.00	$0.00	$88.87	$0.00	$88.86	392 CHURCH ST
097 -0133-002-04	SFR	C2	2	0.000	1,448	$0.00	$0.00	$376.59	$22.12	$398.71	$0.00	$0.00	$118.28	$0.00	$118.28	374 CHURCH ST
097 -0133-002-05	SFR	C2	2	0.000	1,268	$0.00	$0.00	$329.78	$19.37	$349.15	$0.00	$0.00	$103.58	$0.00	$103.58	356 CHURCH ST
097 -0133-002-06	SFR	C2	2	0.000	1,478	$0.00	$0.00	$384.39	$22.58	$406.97	$0.00	$0.00	$120.73	$0.00	$120.72	340 CHURCH ST
097 -0133-002-07	SFR	C2	2	0.000	1,318	$0.00	$0.00	$342.78	$20.14	$362.92	$0.00	$0.00	$107.66	$0.00	$107.66	2746 4TH ST
097 -0133-003-01	SFR	C2	2	0.000	2,188	$0.00	$0.00	$569.05	$33.43	$602.48	$0.00	$0.00	$178.73	$0.00	$178.72	2659 3RD ST
097 -0133-003-03	SFR	C2	2	0.000	1,038	$0.00	$0.00	$269.96	$15.86	$285.82	$0.00	$0.00	$84.79	$0.00	$84.78	2643 3RD ST
097 -0133-003-04	MFR	C2	2	0.000	750	$0.00	$0.00	$195.06	$11.46	$206.52	$0.00	$0.00	$61.26	$0.00	$61.26	326 CHURCH ST
097 -0133-003-05	SFR	C2	2	0.000	840	$0.00	$0.00	$218.46	$12.83	$231.29	$0.00	$0.00	$68.62	$0.00	$68.62	306 CHURCH ST
097 -0136-001-02	VCOM	C1	2	99.620	0	$574.71	$0.00	$0.00	$0.00	$574.71	$59.57	$0.00	$0.00	$0.00	$59.56	2ND ST
097 -0136-002-07	COM	C1	2	223.830	11,229	$1,291.28	$1,477.43	$508.11	$29.85	$3,306.67	$133.84	$153.13	$159.59	$0.00	$446.56	2256 3RD ST
097 -0136-004-06	COM	C1	2	122.000	2,734	$703.82	$359.72	$123.71	$7.27	$1,194.52	$72.95	$37.28	$38.86	$0.00	$149.08	3252 4TH ST
097 -0136-004-12	COM	C1	2	0.000	5,591	$0.00	$735.62	$252.99	$14.86	$1,003.47	$0.00	$76.25	$79.46	$0.00	$155.70	2954 4TH ST
097 -0136-004-23	IND	C1	2	169.000	10,200	$974.96	$1,342.04	$461.55	$27.11	$2,805.66	$101.05	$139.10	$144.97	$0.00	$385.12	3170 4TH ST
097 -0152-006-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2800 FOURTH ST UNIT 101
097 -0152-007-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2800 FOURTH ST UNIT 102
097 -0152-008-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2800 FOURTH ST UNIT 103
097 -0152-009-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2800 FOURTH ST UNIT 104
097 -0152-011-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	350 WOOD ST UNIT 201
097 -0152-012-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	350 WOOD ST UNIT 202
097 -0152-013-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	350 WOOD ST UNIT 203
097 -0152-014-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	350 WOOD ST UNIT 204
097 -0152-015-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	350 WOOD ST UNIT 205
097 -0152-016-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	350 WOOD ST UNIT 206
097 -0152-018-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2812 FOURTH ST UNIT 301
097 -0152-019-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2812 FOURTH ST UNIT 302
097 -0152-020-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2812 FOURTH ST UNIT 303
097 -0152-021-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2812 FOURTH ST UNIT 304
097 -0152-023-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	266 WOOD ST UNIT 401
097 -0152-024-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	266 WOOD ST UNIT 402
097 -0152-025-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	266 WOOD ST UNIT 403
097 -0152-026-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	266 WOOD ST UNIT 404
097 -0152-027-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	266 WOOD ST UNIT 405
097 -0152-028-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	266 WOOD ST UNIT 406
097 -0152-030-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	274 WOOD ST UNIT 501
097 -0152-031-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	274 WOOD ST UNIT 502

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0152-032-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	274 WOOD ST UNIT 503
097 -0152-033-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	274 WOOD ST UNIT 504
097 -0152-034-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	274 WOOD ST UNIT 505
097 -0152-035-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	274 WOOD ST UNIT 506
097 -0152-037-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2878 FOURTH ST UNIT 1401
097 -0152-038-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2878 FOURTH ST UNIT 1402
097 -0152-039-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2878 FOURTH ST UNIT 1403
097 -0152-040-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2878 FOURTH ST UNIT 1404
097 -0152-043-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2933 FIRST ST UNIT 1001
097 -0152-044-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2933 FIRST ST UNIT 1002
097 -0152-045-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2933 FIRST ST UNIT 1003
097 -0152-046-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2933 FIRST ST UNIT 1004
097 -0152-048-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2834 FOURTH ST UNIT 1101
097 -0152-049-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2834 FOURTH ST UNIT 1102
097 -0152-050-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2834 FOURTH ST UNIT 1103
097 -0152-051-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2834 FOURTH ST UNIT 1104
097 -0152-053-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2985 FIRST ST UNIT 1201
097 -0152-054-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2985 FIRST ST UNIT 1202
097 -0152-055-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2985 FIRST ST UNIT 1203
097 -0152-056-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2985 FIRST ST UNIT 1204
097 -0152-057-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2985 FIRST ST UNIT 1205
097 -0152-058-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2985 FIRST ST UNIT 1206
097 -0152-060-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2856 FOURTH ST UNIT 1301
097 -0152-061-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2856 FOURTH ST UNIT 1302
097 -0152-062-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2856 FOURTH ST UNIT 1303
097 -0152-063-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2856 FOURTH ST UNIT 1304
097 -0152-066-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	220 WOOD ST UNIT 601
097 -0152-067-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	220 WOOD ST UNIT 602
097 -0152-068-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	220 WOOD ST UNIT 603
097 -0152-069-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	220 WOOD ST UNIT 604
097 -0152-071-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	238 WOOD ST UNIT 701
097 -0152-072-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	238 WOOD ST UNIT 702
097 -0152-073-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	238 WOOD ST UNIT 703
097 -0152-074-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	238 WOOD ST UNIT 704
097 -0152-076-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2827 FIRST ST UNIT 801
097 -0152-077-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2827 FIRST ST UNIT 802
097 -0152-078-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2827 FIRST ST UNIT 803
097 -0152-079-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2827 FIRST ST UNIT 804
097 -0152-080-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2827 FIRST ST UNIT 805
097 -0152-081-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2827 FIRST ST UNIT 806
097 -0152-083-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2871 FIRST ST UNIT 901
097 -0152-084-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2871 FIRST ST UNIT 902
097 -0152-085-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2871 FIRST ST UNIT 903
097 -0152-086-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2871 FIRST ST UNIT 904
097 -0152-087-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2871 FIRST ST UNIT 905
097 -0152-088-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2871 FOURTH ST UNIT 906
097 -0152-092-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2755 1ST ST
097 -0152-093-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2755 1ST ST
097 -0152-094-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2755 1ST ST
097 -0152-095-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2755 1ST ST
097 -0152-096-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2755 1ST ST
097 -0152-097-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2755 1ST ST
097 -0152-099-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	212 WOOD ST
097 -0152-100-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	212 WOOD ST
097 -0152-101-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	212 WOOD ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0152-102-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	212 WOOD ST
097 -0152-103-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	212 WOOD ST
097 -0152-104-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	212 WOOD ST
097 -0152-106-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2676 3RD ST UNIT 1701
097 -0152-107-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2676 3RD ST UNIT 1702
097 -0152-108-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2676 3RD ST UNIT 1703
097 -0152-109-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2676 3RD ST UNIT 1704
097 -0152-110-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2676 3RD ST UNIT 1705
097 -0152-111-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2676 3RD ST UNIT 1706
097 -0152-113-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2695 3RD ST
097 -0152-114-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2695 3RD ST
097 -0152-115-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2695 3RD ST
097 -0152-116-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2695 3RD ST
098 -0249-002-00	MFR	B3	1	0.000	62,236	$0.00	$0.00	$16,186.09	$1,901.75	$18,087.84	$0.00	$0.00	$5,083.80	$0.00	$5,083.80	1651 CHESTNUT ST
098 -0249-003-00	MFR	B3	1	0.000	57,658	$0.00	$0.00	$14,995.46	$1,761.86	$16,757.32	$0.00	$0.00	$4,709.84	$0.00	$4,709.84	1665 CHESTNUT ST
098 -0250-001-01	SFR	B3	1	0.000	832	$0.00	$0.00	$216.38	$25.42	$241.80	$0.00	$0.00	$67.96	$0.00	$67.96	1881 CHESTNUT ST
098 -0250-001-02	SFR	B3	1	0.000	975	$0.00	$0.00	$253.57	$29.79	$283.36	$0.00	$0.00	$79.64	$0.00	$79.64	1867 CHESTNUT ST
098 -0250-001-03	PUB	B3	1	0.000	2,400	$0.00	$0.00	$108.60	$12.76	$121.36	$0.00	$0.00	$34.11	$0.00	$34.10	241 N M ST
098 -0250-002-04	COM	B3	1	0.000	1,400	$0.00	$0.00	$63.35	$7.44	$70.79	$0.00	$0.00	$19.90	$0.00	$19.90	242 N N ST
098 -0250-002-05	COM	B3	1	0.000	5,600	$0.00	$0.00	$253.40	$29.78	$283.18	$0.00	$0.00	$79.59	$0.00	$79.58	1815 CHESTNUT ST
098 -0250-003-00	SFR	B3	1	0.000	832	$0.00	$0.00	$216.38	$25.42	$241.80	$0.00	$0.00	$67.96	$0.00	$67.96	1839 CHESTNUT ST
098 -0250-004-00	SFR	B3	1	0.000	832	$0.00	$0.00	$216.38	$25.42	$241.80	$0.00	$0.00	$67.96	$0.00	$67.96	1853 CHESTNUT ST
098 -0251-004-01	SFR	B3	1	0.000	794	$0.00	$0.00	$206.50	$24.26	$230.76	$0.00	$0.00	$64.86	$0.00	$64.86	258 N M ST
098 -0251-005-00	MFR	B3	1	0.000	1,400	$0.00	$0.00	$364.11	$42.78	$406.89	$0.00	$0.00	$114.36	$0.00	$114.36	276 N M ST
098 -0251-006-00	SFR	B3	1	0.000	988	$0.00	$0.00	$256.96	$30.19	$287.15	$0.00	$0.00	$80.71	$0.00	$80.70	1917 CHESTNUT ST
098 -0251-007-01	MFR	B3	1	0.000	1,484	$0.00	$0.00	$385.95	$45.35	$431.30	$0.00	$0.00	$121.22	$0.00	$121.22	1949 CHESTNUT ST
098 -0251-008-00	MFR	B3	1	0.000	2,874	$0.00	$0.00	$747.46	$87.82	$835.28	$0.00	$0.00	$234.76	$0.00	$234.76	1963 CHESTNUT ST
098 -0251-010-00	SFR	B3	1	0.000	1,363	$0.00	$0.00	$354.48	$41.65	$396.13	$0.00	$0.00	$111.34	$0.00	$111.34	277 N L ST
098 -0251-011-00	SFR	B3	1	0.000	1,519	$0.00	$0.00	$395.06	$46.42	$441.48	$0.00	$0.00	$124.08	$0.00	$124.08	1989 CHESTNUT ST
098 -0251-012-00	SFR	B3	1	0.000	1,704	$0.00	$0.00	$443.17	$52.07	$495.24	$0.00	$0.00	$139.19	$0.00	$139.18	1985 CHESTNUT ST
098 -0251-013-00	SFR	B3	1	0.000	1,510	$0.00	$0.00	$392.71	$46.14	$438.85	$0.00	$0.00	$123.35	$0.00	$123.34	277 N L ST
098 -0251-014-00	SFR	B3	1	0.000	1,510	$0.00	$0.00	$392.71	$46.14	$438.85	$0.00	$0.00	$123.35	$0.00	$123.34	269 N L ST
098 -0251-015-00	SFR	B3	1	0.000	1,704	$0.00	$0.00	$443.17	$52.07	$495.24	$0.00	$0.00	$139.19	$0.00	$139.18	267 N L ST
098 -0251-016-00	SFR	B3	1	0.000	1,519	$0.00	$0.00	$395.06	$46.42	$441.48	$0.00	$0.00	$124.08	$0.00	$124.08	265 N L ST
098 -0251-017-00	SFR	B3	1	0.000	1,521	$0.00	$0.00	$395.58	$46.48	$442.06	$0.00	$0.00	$124.24	$0.00	$124.24	261 N L ST
098 -0252-002-02	MFR	A3	1	0.000	1,892	$0.00	$0.00	$492.06	$57.81	$549.87	$0.00	$0.00	$154.55	$0.00	$154.54	279 N K ST
098 -0252-002-03	SFR	A3	1	0.000	756	$0.00	$0.00	$196.62	$23.10	$219.72	$0.00	$0.00	$61.75	$0.00	$61.74	263 N K ST
098 -0252-003-02	MFR	A3	1	0.000	2,906	$0.00	$0.00	$755.78	$88.80	$844.58	$0.00	$0.00	$237.38	$0.00	$237.38	241 N K ST
098 -0252-004-01	COM	A3	1	0.000	3,400	$0.00	$0.00	$153.85	$18.08	$171.93	$0.00	$0.00	$48.32	$0.00	$48.32	242 N L ST
098 -0252-005-01	COM	A3	1	0.000	3,168	$0.00	$0.00	$143.35	$16.84	$160.19	$0.00	$0.00	$45.02	$0.00	$45.02	260 N L ST
098 -0252-007-02	COM	A3	1	0.000	2,688	$0.00	$0.00	$121.63	$14.29	$135.92	$0.00	$0.00	$38.20	$0.00	$38.20	220 N L ST
098 -0252-008-00	MFR	A3	1	0.000	3,720	$0.00	$0.00	$967.48	$113.67	$1,081.15	$0.00	$0.00	$303.87	$0.00	$303.86	231 N K ST
098 -0252-010-00	MFR	A3	1	0.000	24,188	$0.00	$0.00	$6,290.72	$739.11	$7,029.83	$0.00	$0.00	$1,975.82	$0.00	$1,975.82	2083 CHESTNUT ST
098 -0253-001-02	MFR	A3	1	0.000	1,698	$0.00	$0.00	$441.61	$51.89	$493.50	$0.00	$0.00	$138.70	$0.00	$138.70	269 N LIVERMORE AVE
098 -0253-001-03	MFR	A3	1	0.000	2,804	$0.00	$0.00	$729.25	$85.68	$814.93	$0.00	$0.00	$229.05	$0.00	$229.04	2155 CHESTNUT ST
098 -0253-002-01	MFR	A3	1	0.000	1,698	$0.00	$0.00	$441.61	$51.89	$493.50	$0.00	$0.00	$138.70	$0.00	$138.70	245 N LIVERMORE AVE
098 -0253-003-01	MFR	A3	1	0.000	5,616	$0.00	$0.00	$1,460.59	$171.61	$1,632.20	$0.00	$0.00	$458.75	$0.00	$458.74	207 N LIVERMORE AVE
098 -0253-005-00	SFR	A3	1	0.000	714	$0.00	$0.00	$185.69	$21.82	$207.51	$0.00	$0.00	$58.32	$0.00	$58.32	2152 OAK ST
098 -0253-006-00	SFR	A3	1	0.000	1,220	$0.00	$0.00	$317.29	$37.28	$354.57	$0.00	$0.00	$99.66	$0.00	$99.66	210 N K ST
098 -0253-007-01	SFR	A3	1	0.000	1,458	$0.00	$0.00	$379.19	$44.55	$423.74	$0.00	$0.00	$119.10	$0.00	$119.10	228 N K ST
098 -0253-007-03	MFR	A3	1	0.000	1,698	$0.00	$0.00	$441.61	$51.89	$493.50	$0.00	$0.00	$138.70	$0.00	$138.70	240 N K ST
098 -0253-007-04	MFR	A3	1	0.000	1,698	$0.00	$0.00	$441.61	$51.89	$493.50	$0.00	$0.00	$138.70	$0.00	$138.70	264 N K ST
098 -0253-008-01	MFR	A3	1	0.000	1,825	$0.00	$0.00	$474.64	$55.77	$530.41	$0.00	$0.00	$149.08	$0.00	$149.08	278 N K ST
098 -0253-009-00	MFR	A3	1	0.000	2,070	$0.00	$0.00	$538.36	$63.25	$601.61	$0.00	$0.00	$169.09	$0.00	$169.08	2177 CHESTNUT ST
098 -0253-010-00	MFR	A3	1	0.000	2,070	$0.00	$0.00	$538.36	$63.25	$601.61	$0.00	$0.00	$169.09	$0.00	$169.08	2183 CHESTNUT ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0253-011-00	MFR	A3	1	0.000	2,208	$0.00	$0.00	$574.25	$67.47	$641.72	$0.00	$0.00	$180.36	$0.00	$180.36	2121 CHESTNUT ST
098 -0253-012-00	MFR	A3	1	0.000	1,680	$0.00	$0.00	$436.93	$51.34	$488.27	$0.00	$0.00	$137.23	$0.00	$137.22	2147 CHESTNUT ST
098 -0260-006-04	COM	C2	1	0.000	960	$0.00	$0.00	$43.44	$5.10	$48.54	$0.00	$0.00	$13.64	$0.00	$13.64	2680 OLD 1ST ST
098 -0260-008-04	COM	C2	1	0.000	1,440	$0.00	$0.00	$65.16	$7.66	$72.82	$0.00	$0.00	$20.47	$0.00	$20.46	2620 OLD 1ST ST
098 -0260-009-06	COM	C1	1	0.000	2,967	$0.00	$390.38	$134.26	$15.78	$540.42	$0.00	$40.46	$42.17	$0.00	$82.62	2582 OLD 1ST ST
098 -0260-009-08	COM	C2	1	0.000	5,466	$0.00	$0.00	$247.34	$29.06	$276.40	$0.00	$0.00	$77.68	$0.00	$77.68	2602 OLD 1ST ST
098 -0260-010-02	COM	C1	1	0.000	2,720	$0.00	$357.88	$123.08	$14.46	$495.42	$0.00	$37.09	$38.66	$0.00	$75.74	2574 OLD 1ST ST
098 -0260-014-01	COM	C1	1	0.000	2,577	$0.00	$339.06	$116.61	$13.70	$469.37	$0.00	$35.14	$36.63	$0.00	$71.76	2560 OLD 1ST ST
098 -0260-015-01	COM	C1	1	0.000	7,655	$0.00	$1,007.19	$346.39	$40.70	$1,394.28	$0.00	$104.39	$108.80	$0.00	$213.18	2558 OLD 1ST ST
098 -0260-016-01	COM	C2	1	0.000	3,120	$0.00	$0.00	$141.18	$16.59	$157.77	$0.00	$0.00	$44.34	$0.00	$44.34	2456 RAILROAD AVE
098 -0260-016-02	COM	C2	1	0.000	2,699	$0.00	$0.00	$122.13	$14.35	$136.48	$0.00	$0.00	$38.36	$0.00	$38.36	2494 RAILROAD AVE
098 -0264-001-01	COM	C2	1	0.000	1,388	$0.00	$0.00	$62.81	$7.38	$70.19	$0.00	$0.00	$19.73	$0.00	$19.72	2730 1ST ST
098 -0275-002-06	COM	C1	1	60.000	1,984	$346.14	$261.04	$89.78	$10.55	$707.51	$35.88	$27.06	$28.20	$0.00	$91.14	2589 OLD 1ST ST
098 -0275-002-08	COM	C1	1	50.000	1,944	$288.45	$255.78	$87.97	$10.34	$642.54	$29.90	$26.51	$27.63	$0.00	$84.04	2589 OLD 1ST ST
098 -0275-003-00	COM	C1	1	82.860	720	$478.02	$94.73	$32.58	$3.83	$609.16	$49.55	$9.82	$10.23	$0.00	$69.60	2605 OLD 1ST ST
098 -0275-004-00	VCOM	C1	1	100.000	0	$576.90	$0.00	$0.00	$0.00	$576.90	$59.79	$0.00	$0.00	$0.00	$59.78	2617 OLD 1ST ST
098 -0275-005-00	COM	C1	1	60.000	2,100	$346.14	$276.30	$95.03	$11.17	$728.64	$35.88	$28.64	$29.85	$0.00	$94.36	2617 OLD 1ST ST
098 -0275-007-03	COM	C1	1	65.740	2,000	$379.25	$263.15	$90.50	$10.63	$743.53	$39.31	$27.27	$28.42	$0.00	$95.00	2677 OLD 1ST ST
098 -0275-008-04	COM	C1	1	84.630	10,214	$488.23	$1,343.89	$462.18	$54.31	$2,348.61	$50.60	$139.29	$145.16	$0.00	$335.04	2752 1ST ST
098 -0275-011-00	COM	C1	1	0.000	2,481	$0.00	$326.43	$112.27	$13.19	$451.89	$0.00	$33.83	$35.26	$0.00	$69.08	2787 OLD 1ST ST
098 -0275-012-00	COM	C1	1	0.000	5,262	$0.00	$692.34	$238.11	$27.98	$958.43	$0.00	$71.76	$74.79	$0.00	$146.54	2821 OLD 1ST ST
098 -0275-017-00	COM	C1	1	93.960	3,200	$542.06	$421.03	$144.80	$17.01	$1,124.90	$56.18	$43.64	$45.48	$0.00	$145.30	2653 OLD 1ST ST
098 -0281-002-00	COM	A2	1	0.000	2,000	$0.00	$0.00	$90.50	$10.63	$101.13	$0.00	$0.00	$28.42	$0.00	$28.42	183 N LIVERMORE AVE
098 -0281-004-01	COM	A2	1	0.000	2,176	$0.00	$0.00	$98.46	$11.57	$110.03	$0.00	$0.00	$30.93	$0.00	$30.92	145 N LIVERMORE AVE
098 -0281-004-03	COM	A2	1	0.000	2,816	$0.00	$0.00	$127.42	$14.97	$142.39	$0.00	$0.00	$40.02	$0.00	$40.02	145 N LIVERMORE AVE
098 -0281-005-00	COM	A2	1	0.000	3,200	$0.00	$0.00	$144.80	$17.01	$161.81	$0.00	$0.00	$45.48	$0.00	$45.48	101 N LIVERMORE AVE
098 -0281-006-00	COM	A2	1	0.000	1,560	$0.00	$0.00	$70.59	$8.29	$78.88	$0.00	$0.00	$22.17	$0.00	$22.16	2160 RAILROAD AVE
098 -0281-007-00	COM	A2	1	0.000	3,046	$0.00	$0.00	$137.83	$16.20	$154.03	$0.00	$0.00	$43.29	$0.00	$43.28	2136 RAILROAD AVE
098 -0281-008-00	COM	A2	1	0.000	5,010	$0.00	$0.00	$226.70	$26.64	$253.34	$0.00	$0.00	$71.20	$0.00	$71.20	2120 RAILROAD AVE
098 -0282-002-01	COM	A2	1	0.000	5,175	$0.00	$0.00	$234.17	$27.52	$261.69	$0.00	$0.00	$73.55	$0.00	$73.54	116 N L ST
098 -0282-004-05	COM	A2	1	0.000	9,116	$0.00	$0.00	$412.50	$48.47	$460.97	$0.00	$0.00	$129.56	$0.00	$129.56	150 N L ST
098 -0282-007-00	COM	A2	1	0.000	2,000	$0.00	$0.00	$90.50	$10.63	$101.13	$0.00	$0.00	$28.42	$0.00	$28.42	170 N L ST
098 -0282-008-00	COM	A2	1	0.000	4,760	$0.00	$0.00	$215.39	$25.31	$240.70	$0.00	$0.00	$67.65	$0.00	$67.64	181 N K ST
098 -0289-001-00	COM	A1	2	0.000	3,924	$0.00	$1,677.80	$177.56	$10.43	$1,865.79	$0.00	$1,677.80	$55.77	$0.00	$1,733.56	21 S LIVERMORE AVE
098 -0289-028-00	COM	A1	2	20.000	1,664	$965.92	$711.48	$75.30	$4.42	$1,757.12	$965.92	$711.48	$23.65	$0.00	$1,701.04	2038 1ST ST
098 -0290-001-11	COM	B2	1	0.000	37,912	$0.00	$0.00	$1,715.52	$201.58	$1,917.10	$0.00	$0.00	$538.82	$0.00	$538.82	1620 RAILROAD AVE
098 -0290-001-16	COM	B2	1	0.000	21,200	$0.00	$0.00	$959.30	$112.72	$1,072.02	$0.00	$0.00	$301.30	$0.00	$301.30	1784 RAILROAD AVE
098 -0290-002-07	COM	B2	1	0.000	20,100	$0.00	$0.00	$909.53	$106.87	$1,016.40	$0.00	$0.00	$285.67	$0.00	$285.66	1456 RAILROAD AVE
098 -0290-002-11	COM	B2	1	0.000	7,043	$0.00	$0.00	$318.70	$37.45	$356.15	$0.00	$0.00	$100.10	$0.00	$100.10	1344 RAILROAD AVE
098 -0290-002-15	COM	B2	1	0.000	66,816	$0.00	$0.00	$3,023.42	$355.26	$3,378.68	$0.00	$0.00	$949.61	$0.00	$949.60	1490 RAILROAD AVE
098 -0290-021-00	COM	B2	1	0.000	2,880	$0.00	$0.00	$130.32	$15.31	$145.63	$0.00	$0.00	$40.93	$0.00	$40.92	1114 E STANLEY BLVD
098 -0290-022-00	COM	B2	1	0.000	4,980	$0.00	$0.00	$225.35	$26.48	$251.83	$0.00	$0.00	$70.78	$0.00	$70.78	1116 E STANLEY BLVD
098 -0290-024-03	COM	B2	1	0.000	104,000	$0.00	$0.00	$4,706.00	$552.97	$5,258.97	$0.00	$0.00	$1,478.08	$0.00	$1,478.08	1088 E STANLEY BLVD
098 -0403-003-00	COM	B1	2	0.000	5,800	$0.00	$744.59	$262.45	$15.42	$1,022.46	$0.00	$84.59	$82.43	$0.00	$167.02	34 S P ST
098 -0403-006-01	COM	B1	2	0.000	3,350	$0.00	$430.06	$151.59	$8.90	$590.55	$0.00	$48.86	$47.61	$0.00	$96.46	41 S O ST
098 -0403-006-02	COM	B1	2	0.000	3,255	$0.00	$417.87	$147.29	$8.65	$573.81	$0.00	$47.47	$46.26	$0.00	$93.72	41 S O ST
098 -0403-012-00	COM	B1	2	140.020	4,200	$812.96	$539.18	$190.05	$11.16	$1,553.35	$92.36	$61.25	$59.69	$0.00	$213.30	76 S ST
098 -0403-019-00	COM	B1	2	770.050	144,058	$4,470.91	$18,493.73	$6,518.62	$382.91	$29,866.17	$507.92	$2,100.98	$2,047.40	$0.00	$4,656.30	1410 1ST ST
098 -0403-020-00	COM	B1	2	151.350	9,205	$878.74	$1,181.71	$416.53	$24.47	$2,501.45	$99.83	$134.25	$130.82	$0.00	$364.90	1334 1ST ST
098 -0403-021-00	COM	B1	2	236.950	15,580	$1,375.73	$2,000.11	$705.00	$41.41	$4,122.25	$156.29	$227.22	$221.43	$0.00	$604.94	1620 1ST ST
098 -0403-022-00	COM	B1	2	63.050	1,250	$366.07	$160.47	$56.56	$3.32	$586.42	$41.59	$18.23	$17.77	$0.00	$77.58	1620 1ST ST
098 -0405-001-00	COM	B1	2	0.000	12,640	$0.00	$1,622.69	$571.96	$33.60	$2,228.25	$0.00	$184.34	$179.64	$0.00	$363.98	1601 RAILROAD AVE
098 -0405-002-00	COM	B1	2	0.000	7,500	$0.00	$962.83	$339.38	$19.94	$1,322.15	$0.00	$109.38	$106.59	$0.00	$215.96	28 S P ST
098 -0405-003-00	MFR	B1	2	0.000	178,938	$0.00	$22,971.52	$46,537.48	$2,733.99	$72,242.99	$0.00	$2,609.67	$14,616.69	$0.00	$17,226.36	1809 RAILROAD AVE
098 -0407-001-00	COM	C1	1	128.690	6,521	$742.41	$857.99	$295.08	$34.67	$1,930.15	$76.95	$88.93	$92.68	$0.00	$258.56	RAILROAD AVE

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0407-011-00	OFF	A1	2	47.620	2,648	$2,299.86	$1,132.22	$171.35	$10.07	$3,613.50	$2,299.86	$1,132.22	$53.82	$0.00	$3,485.90	2250 1ST ST
098 -0407-012-00	COM	A1	2	0.000	4,980	$0.00	$2,129.32	$225.35	$13.24	$2,367.91	$0.00	$2,129.32	$70.78	$0.00	$2,200.10	56 S LIVERMORE AVE
098 -0407-023-00	COM	A1	2	99.660	34,567	$4,813.18	$14,779.95	$1,564.16	$91.88	$21,249.17	$4,813.18	$14,779.95	$491.28	$0.00	$20,084.40	2490 FIRST ST
098 -0407-024-00	COM	A1	2	167.200	24,409	$8,075.09	$10,436.65	$1,104.51	$64.88	$19,681.13	$8,075.09	$10,436.65	$346.91	$0.00	$18,858.64	2470 1ST ST
098 -0407-025-00	COM	A1	2	0.000	5,775	$0.00	$2,469.24	$261.32	$15.35	$2,745.91	$0.00	$2,469.24	$82.08	$0.00	$2,551.32	2375 RAILROAD AVE
098 -0407-027-00	COM	A1	2	224.280	45,640	$10,831.83	$19,514.48	$2,065.21	$121.31	$32,532.83	$10,831.83	$19,514.48	$648.65	$0.00	$30,994.96	2300 1ST ST
098 -0407-028-01	PUB	A1	2	0.000	33,845	$0.00	$14,471.24	$1,531.49	$89.96	$16,092.69	$0.00	$14,471.24	$481.02	$0.00	$14,952.26	2400 1ST ST
098 -0408-001-00	COM	B2	1	0.000	1,200	$0.00	$0.00	$54.30	$6.38	$60.68	$0.00	$0.00	$17.05	$0.00	$17.04	187 N L ST
098 -0408-002-00	COM	B2	1	0.000	1,400	$0.00	$0.00	$63.35	$7.44	$70.79	$0.00	$0.00	$19.90	$0.00	$19.90	1984 RAILROAD AVE
098 -0408-021-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1926 RAILROAD AVE UNIT 100
098 -0408-022-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1926 RAILROAD AVE UNIT 102
098 -0408-023-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1926 RAILROAD AVE UNIT 104
098 -0408-024-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1926 RAILROAD AVE UNIT 106
098 -0408-025-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$302.47	$35.54	$338.01	$0.00	$0.00	$95.00	$0.00	$95.00	1926 RAILROAD AVE UNIT 108
098 -0408-026-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$363.85	$42.75	$406.60	$0.00	$0.00	$114.28	$0.00	$114.28	1926 RAILROAD AVE UNIT 110
098 -0408-027-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$363.85	$42.75	$406.60	$0.00	$0.00	$114.28	$0.00	$114.28	1926 RAILROAD AVE UNIT 112
098 -0408-028-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$302.47	$35.54	$338.01	$0.00	$0.00	$95.00	$0.00	$95.00	1926 RAILROAD AVE UNIT 114
098 -0408-029-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1926 RAILROAD AVE UNIT 116
098 -0408-030-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1926 RAILROAD AVE UNIT 118
098 -0408-031-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1926 RAILROAD AVE UNIT 120
098 -0408-032-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1926 RAILROAD AVE UNIT 122
098 -0408-034-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1948 RAILROAD AVE UNIT 100
098 -0408-035-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1948 RAILROAD AVE UNIT 102
098 -0408-036-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1948 RAILROAD AVE UNIT 104
098 -0408-037-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1948 RAILROAD AVE UNIT 106
098 -0408-038-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1948 RAILROAD AVE UNIT 108
098 -0408-039-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1948 RAILROAD AVE UNIT 110
098 -0408-041-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	161 N L ST UNIT 101
098 -0408-042-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	161 N L ST UNIT 103
098 -0408-043-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$303.25	$35.63	$338.88	$0.00	$0.00	$95.25	$0.00	$95.24	161 N L ST UNIT 105
098 -0408-044-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$364.63	$42.84	$407.47	$0.00	$0.00	$114.52	$0.00	$114.52	161 N L ST UNIT 107
098 -0408-045-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	161 N L ST UNIT 109
098 -0408-046-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	161 N L ST UNIT 111
098 -0408-047-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	161 N L ST UNIT 113
098 -0408-048-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	161 N L ST UNIT 115
098 -0408-050-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1976 LOCOMOTIVE LN UNIT 10
098 -0408-051-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1976 LOCOMOTIVE LN UNIT 10
098 -0408-052-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1976 LOCOMOTIVE LN UNIT 10
098 -0408-053-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1976 LOCOMOTIVE LN UNIT 10
098 -0408-054-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1976 LOCOMOTIVE LN UNIT 10
098 -0408-055-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1976 LOCOMOTIVE LN UNIT 11
098 -0408-056-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1976 LOCOMOTIVE LN UNIT 11
098 -0408-058-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1930 DEPOT DR UNIT 114
098 -0408-059-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1930 DEPOT DR UNIT 112
098 -0408-060-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1930 DEPOT DR UNIT 110
098 -0408-061-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	1930 DEPOT DR UNIT 108
098 -0408-062-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	1930 DEPOT DR UNIT 106
098 -0408-063-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1930 DEPOT DR UNIT 104
098 -0408-064-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1930 DEPOT DR UNIT 102
098 -0408-065-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1930 DEPOT DR UNIT 100
098 -0408-067-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1921 DEPOT DR UNIT 101
098 -0408-068-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1921 DEPOT DR UNIT 103
098 -0408-069-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1921 DEPOT DR UNIT 105
098 -0408-070-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	1921 DEPOT DR UNIT 107
098 -0408-071-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	1921 DEPOT DR UNIT 109

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0408-072-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1921 DEPOT DR UNIT 111
098 -0408-073-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1921 DEPOT DR UNIT 113
098 -0408-074-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1921 DEPOT DR UNIT 115
098 -0408-076-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	153 GILLETTE PL UNIT 114
098 -0408-077-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	153 GILLETTE PL UNIT 112
098 -0408-078-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	153 GILLETTE PL UNIT 110
098 -0408-079-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	153 GILLETTE PL UNIT 108
098 -0408-080-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	153 GILLETTE PL UNIT 106
098 -0408-081-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	153 GILLETTE PL UNIT 104
098 -0408-082-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	153 GILLETTE PL UNIT 102
098 -0408-083-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	153 GILLETTE PL UNIT 100
098 -0408-121-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1832 RAILROAD AVE UNIT 100
098 -0408-122-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1832 RAILROAD AVE UNIT 102
098 -0408-123-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1832 RAILROAD AVE UNIT 104
098 -0408-124-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1832 RAILROAD AVE UNIT 106
098 -0408-125-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$364.63	$42.84	$407.47	$0.00	$0.00	$114.52	$0.00	$114.52	1832 RAILROAD AVE UNIT 108
098 -0408-126-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$303.25	$35.63	$338.88	$0.00	$0.00	$95.25	$0.00	$95.24	1832 RAILROAD AVE UNIT 110
098 -0408-127-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$364.63	$42.84	$407.47	$0.00	$0.00	$114.52	$0.00	$114.52	1832 RAILROAD AVE UNIT 112
098 -0408-128-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$303.25	$35.63	$338.88	$0.00	$0.00	$95.25	$0.00	$95.24	1832 RAILROAD AVE UNIT 114
098 -0408-129-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1832 RAILROAD AVE UNIT 116
098 -0408-130-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1832 RAILROAD AVE UNIT 118
098 -0408-132-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1874 RAILROAD AVE UNIT 100
098 -0408-133-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1874 RAILROAD AVE UNIT 102
098 -0408-134-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1874 RAILROAD AVE UNIT 104
098 -0408-135-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1874 RAILROAD AVE UNIT 106
098 -0408-136-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1874 RAILROAD AVE UNIT 108
098 -0408-137-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$363.85	$42.75	$406.60	$0.00	$0.00	$114.28	$0.00	$114.28	1874 RAILROAD AVE UNIT 110
098 -0408-138-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$302.47	$35.54	$338.01	$0.00	$0.00	$95.00	$0.00	$95.00	1874 RAILROAD AVE UNIT 112
098 -0408-139-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1874 RAILROAD AVE UNIT 114
098 -0408-140-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1874 RAILROAD AVE UNIT 116
098 -0408-141-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1874 RAILROAD AVE UNIT 118
098 -0408-142-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1874 RAILROAD AVE UNIT 120
098 -0408-148-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	170 N N ST UNIT 118
098 -0408-149-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	170 N N ST UNIT 116
098 -0408-150-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	170 N N ST UNIT 114
098 -0408-151-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	170 N N ST UNIT 112
098 -0408-152-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	170 N N ST UNIT 110
098 -0408-153-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	170 N N ST UNIT 108
098 -0408-154-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	170 N N ST UNIT 106
098 -0408-155-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	170 N N ST UNIT 104
098 -0408-156-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	170 N N ST UNIT 102
098 -0408-157-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	170 N N ST UNIT 100
098 -0408-159-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	162 ZEPHYR PL UNIT 100
098 -0408-160-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	162 ZEPHYR PL UNIT 102
098 -0408-161-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	162 ZEPHYR PL UNIT 104
098 -0408-162-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	162 ZEPHYR PL UNIT 106
098 -0408-163-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	162 ZEPHYR PL UNIT 108
098 -0408-164-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	162 ZEPHYR PL UNIT 110
098 -0408-165-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	162 ZEPHYR PL UNIT 112
098 -0408-166-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	162 ZEPHYR PL UNIT 114
098 -0408-168-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	157 ZEPHYR PL UNIT 115
098 -0408-169-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	157 ZEPHYR PL UNIT 113
098 -0408-170-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	157 ZEPHYR PL UNIT 111
098 -0408-171-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	157 ZEPHYR PL UNIT 109
098 -0408-172-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	157 ZEPHYR PL UNIT 107

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0408-173-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	157 ZEPHYR PL UNIT 105
098 -0408-174-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	157 ZEPHYR PL UNIT 103
098 -0408-175-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	157 ZEPHYR PL UNIT 101
098 -0408-177-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	168 GILLETTE PL UNIT 100
098 -0408-178-00	CON	B2	1	0.000	1,880	$0.00	$0.00	$488.94	$57.45	$546.39	$0.00	$0.00	$153.57	$0.00	$153.56	168 GILLETTE PL UNIT 102
098 -0408-179-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	168 GILLETTE PL UNIT 104
098 -0408-180-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	168 GILLETTE PL UNIT 106
098 -0408-181-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	168 GILLETTE PL UNIT 108
098 -0408-182-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	168 GILLETTE PL UNIT 110
098 -0408-183-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	168 GILLETTE PL UNIT 112
098 -0408-184-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	168 GILLETTE PL UNIT 114
098 -0408-185-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	168 GILLETTE PL UNIT 116
098 -0408-186-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	168 GILLETTE PL UNIT 118
098 -0409-001-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2704 HOLLINGBURY CMN
098 -0409-002-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2712 HOLLINGBURY CMN
098 -0409-003-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2718 HOLLINGBURY CMN
098 -0409-004-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2707 HOLLINGBURY CMN
098 -0409-005-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2713 HOLLINGBURY CMN
098 -0409-006-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2719 HOLLINGBURY CMN
098 -0409-007-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2776 PATCHAM CMN
098 -0409-008-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2784 PATCHAM CMN
098 -0409-009-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2792 PATCHAM CMN
098 -0409-010-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2701 PATCHAM CMN
098 -0409-011-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2709 PATCHAM CMN
098 -0409-012-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2717 PATCHAM CMN
098 -0409-013-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2725 PATCHAM CMN
098 -0409-014-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2733 PATCHAM CMN
098 -0409-015-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2741 PATCHAM CMN
098 -0409-016-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2749 PATCHAM CMN
098 -0409-017-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2757 PATCHAM CMN
098 -0409-018-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2765 PATCHAM CMN
098 -0409-019-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2773 PATCHAM CMN
098 -0409-020-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2781 PATCHAM CMN
098 -0409-021-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2789 PATCHAM CMN
098 -0409-022-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2797 PATCHAM CMN
098 -0409-023-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2805 PATCHAM CMN
098 -0409-024-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2813 PATCHAM CMN
098 -0409-025-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2821 PATCHAM CMN
098 -0409-026-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2829 PATCHAM CMN
098 -0409-027-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2837 PATCHAM CMN
098 -0409-028-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2845 PATCHAM CMN
098 -0409-029-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2853 PATCHAM CMN
098 -0409-030-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2861 PATCHAM CMN
098 -0409-031-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2869 PATCHAM CMN
098 -0409-032-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2877 PATCHAM CMN
098 -0409-033-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2885 PATCHAM CMN
098 -0409-034-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2891 PATCHAM CMN
098 -0409-035-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2895 PATCHAM CMN
098 -0409-036-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2899 PATCHAM CMN
098 -0409-037-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	2858 PATCHAM CMN
098 -0409-038-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	2874 PATCHAM CMN
098 -0409-039-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2880 PATCHAM CMN
098 -0409-040-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2888 PATCHAM CMN
098 -0409-041-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2892 PATCHAM CMN
098 -0409-042-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2896 PATCHAM CMN

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0409-057-00	SFR	C1	1	0.000	1,825	$0.00	$240.12	$474.64	$55.77	$770.53	$0.00	$24.89	$149.08	$0.00	$173.96	2855 OLD 1ST ST
098 -0409-058-00	SFR	C1	1	0.000	1,993	$0.00	$262.22	$518.33	$60.90	$841.45	$0.00	$27.18	$162.80	$0.00	$189.98	2855 OLD 1ST ST
098 -0409-059-00	SFR	C1	1	0.000	1,843	$0.00	$242.49	$479.32	$56.32	$778.13	$0.00	$25.13	$150.55	$0.00	$175.68	2855 OLD 1ST ST
098 -0409-060-00	SFR	C1	1	0.000	1,993	$0.00	$262.22	$518.33	$60.90	$841.45	$0.00	$27.18	$162.80	$0.00	$189.98	2855 OLD 1ST ST
098 -0409-061-00	SFR	C1	1	0.000	1,821	$0.00	$239.59	$473.60	$55.64	$768.83	$0.00	$24.83	$148.75	$0.00	$173.58	2855 OLD 1ST ST
098 -0409-062-00	SFR	C1	1	0.000	1,929	$0.00	$253.80	$501.69	$58.94	$814.43	$0.00	$26.31	$157.57	$0.00	$183.88	2855 OLD 1ST ST
098 -0409-063-00	SFR	C1	1	0.000	1,821	$0.00	$239.59	$473.60	$55.64	$768.83	$0.00	$24.83	$148.75	$0.00	$173.58	2855 OLD 1ST ST
098 -0409-064-00	SFR	C1	1	0.000	1,916	$0.00	$252.09	$498.31	$58.55	$808.95	$0.00	$26.13	$156.51	$0.00	$182.64	2855 OLD 1ST ST
098 -0409-065-00	SFR	C1	1	0.000	1,916	$0.00	$252.09	$498.31	$58.55	$808.95	$0.00	$26.13	$156.51	$0.00	$182.64	2855 OLD 1ST ST
098 -0409-066-00	SFR	C1	1	0.000	1,821	$0.00	$239.59	$473.60	$55.64	$768.83	$0.00	$24.83	$148.75	$0.00	$173.58	2855 OLD 1ST ST
098 -0409-067-00	SFR	C1	1	0.000	1,929	$0.00	$253.80	$501.69	$58.94	$814.43	$0.00	$26.31	$157.57	$0.00	$183.88	2855 OLD 1ST ST
098 -0409-068-00	SFR	C1	1	0.000	1,821	$0.00	$239.59	$473.60	$55.64	$768.83	$0.00	$24.83	$148.75	$0.00	$173.58	2855 OLD 1ST ST
098 -0409-069-00	SFR	C1	1	0.000	1,843	$0.00	$242.49	$479.32	$56.32	$778.13	$0.00	$25.13	$150.55	$0.00	$175.68	2855 OLD 1ST ST
098 -0409-070-00	SFR	C1	1	0.000	1,825	$0.00	$240.12	$474.64	$55.77	$770.53	$0.00	$24.89	$149.08	$0.00	$173.96	2855 OLD 1ST ST
098 -0409-071-00	SFR	C1	1	0.000	1,843	$0.00	$242.49	$479.32	$56.32	$778.13	$0.00	$25.13	$150.55	$0.00	$175.68	2855 OLD 1ST ST
098 -0409-072-00	SFR	C1	1	0.000	1,993	$0.00	$262.22	$518.33	$60.90	$841.45	$0.00	$27.18	$162.80	$0.00	$189.98	2855 OLD 1ST ST
098 -0409-073-00	SFR	C1	1	0.000	1,843	$0.00	$242.49	$479.32	$56.32	$778.13	$0.00	$25.13	$150.55	$0.00	$175.68	2855 OLD 1ST ST
098 -0410-001-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2902 WORTHING CMN
098 -0410-002-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2904 WORTHING CMN
098 -0410-003-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2906 WORTHING CMN
098 -0410-004-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2908 WORTHING CMN
098 -0410-005-00	SFR	C1	1	8.084	2,013	$46.64	$264.86	$523.53	$61.51	$896.54	$4.83	$27.45	$164.43	$0.00	$196.70	2912 WORTHING CMN
098 -0410-006-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	2914 WORTHING CMN
098 -0410-007-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2916 WORTHING CMN
098 -0410-008-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2920 WORTHING CMN
098 -0410-009-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2922 WORTHING CMN
098 -0410-010-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2928 WORTHING CMN
098 -0410-011-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2934 WORTHING CMN
098 -0410-012-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2938 WORTHING CMN
098 -0410-013-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2946 WORTHING CMN
098 -0410-014-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2950 WORTHING CMN
098 -0410-015-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2954 WORTHING CMN
098 -0410-016-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2960 WORTHING CMN
098 -0410-017-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2968 WORTHING CMN
098 -0410-018-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2974 WORTHING CMN
098 -0410-019-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2980 WORTHING CMN
098 -0410-020-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2986 WORTHING CMN
098 -0410-021-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2992 WORTHING CMN
098 -0410-022-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2998 WORTHING CMN
098 -0410-023-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2999 WORTHING CMN
098 -0410-024-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2995 WORTHING CMN
098 -0410-025-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2991 WORTHING CMN
098 -0410-026-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2885 WORTHING CMN
098 -0410-027-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2977 PATCHAM CMN
098 -0410-028-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2973 PATCHAM CMN
098 -0410-030-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2951 PATCHAM CMN
098 -0410-031-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2945 PATCHAM CMN
098 -0410-032-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2937 PATCHAM CMN
098 -0410-033-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2929 PATCHAM CMN
098 -0410-034-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2921 PATCHAM CMN
098 -0410-035-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2915 PATCHAM CMN
098 -0410-036-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2907 PATCHAM CMN
098 -0410-037-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2910 PATCHAM CMN
098 -0410-038-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2918 PATCHAM CMN
098 -0410-039-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2924 PATCHAM CMN

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0410-040-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2932 PATCHAM CMN
098 -0410-041-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2940 PATCHAM CMN
098 -0410-042-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2948 PATCHAM CMN
098 -0410-043-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2956 PATCHAM CMN
098 -0410-044-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2951 WORTHING CMN
098 -0410-045-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2949 WORTHING CMN
098 -0410-046-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2943 WORTHING CMN
098 -0410-047-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2937 WORTHING CMN
098 -0410-048-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2735 OLD 1ST ST
098 -0410-049-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2925 WORTHING CMN
098 -0410-050-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2921 WORTHING CMN
098 -0410-061-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2959 PATCHAM CMN
098 -0410-062-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2967 PATCHAM CMN
098 -0410-063-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2961 PATCHAM CMN
098 -0410-070-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	3000 WORTHING CMN
098 -0410-071-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	3004 WORTHING CMN
098 -0410-072-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	3008 WORTHING CMN
098 -0410-073-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	3012 WORTHING CMN
098 -0410-074-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	3015 WORTHING CMN
098 -0410-075-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	3009 WORTHING CMN
098 -0410-076-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	3007 WORTHING CMN
098 -0410-077-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	3005 WORTHING CMN
098 -0410-078-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	3003 WORTHING CMN
098 -0410-079-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	3001 WORTHING CMN
098 -0412-014-00	CON	B3	1	0.000	1,694	$0.00	$0.00	$440.57	$51.76	$492.33	$0.00	$0.00	$138.38	$0.00	$138.38	1681 CHESTNUT ST
098 -0412-015-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1683 CHESTNUT ST
098 -0412-016-00	CON	B3	1	0.000	1,694	$0.00	$0.00	$440.57	$51.76	$492.33	$0.00	$0.00	$138.38	$0.00	$138.38	1687 CHESTNUT ST
098 -0412-017-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1685 CHESTNUT ST
098 -0412-018-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1715 CHESTNUT ST
098 -0412-019-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1718 PEDROZZI CMN
098 -0412-020-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1716 PEDROZZI CMN
098 -0412-021-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1714 PEDROZZI CMN
098 -0412-022-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1727 CHESTNUT ST
098 -0412-023-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1735 PEDROZZI CMN
098 -0412-024-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1733 PEDROZZI CMN
098 -0412-025-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1731 PEDROZZI CMN
098 -0412-026-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1757 CHESTNUT ST
098 -0412-027-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1758 PEDROZZI CMN
098 -0412-028-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1756 PEDROZZI CMN
098 -0412-029-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1754 PEDROZZI CMN
098 -0412-030-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1767 CHESTNUT ST
098 -0412-031-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	249 N N ST
098 -0412-032-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	247 N N ST
098 -0412-033-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	245 N N ST
098 -0412-034-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	241 N N ST
098 -0412-035-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	239 N N ST
098 -0412-036-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	237 N N ST
098 -0412-037-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	235 N N ST
098 -0412-038-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	233 N N ST
098 -0412-039-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	231 N N ST
098 -0412-040-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1742 PEDROZZI CMN
098 -0412-041-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1744 PEDROZZI CMN
098 -0412-042-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1746 PEDROZZI CMN
098 -0412-043-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1748 PEDROZZI CMN
098 -0412-044-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1750 PEDROZZI CMN

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0412-045-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1752 PEDROZZI CMN
098 -0412-046-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1729 PEDROZZI CMN
098 -0412-047-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1727 PEDROZZI CMN
098 -0412-048-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1725 PEDROZZI CMN
098 -0412-049-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1723 PEDROZZI CMN
098 -0412-050-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1721 PEDROZZI CMN
098 -0412-051-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1719 PEDROZZI CMN
098 -0412-052-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1702 PEDROZZI CMN
098 -0412-053-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1704 PEDROZZI CMN
098 -0412-054-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1706 PEDROZZI CMN
098 -0412-055-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1708 PEDROZZI CMN
098 -0412-056-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1710 PEDROZZI CMN
098 -0412-057-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1712 PEDROZZI CMN
098 -0413-001-00	COM	B1	2	300.000	11,584	$1,741.80	$1,487.12	$524.18	$30.79	$3,783.89	$197.88	$168.94	$164.64	$0.00	$531.46	1934 1ST ST
098 -0413-001-00	MFR	B1	2	0.000	265,499	$0.00	$34,083.97	$69,049.92	$4,056.56	$107,190.45	$0.00	$3,872.10	$21,687.49	$0.00	$25,559.58	1934 1ST ST
099 -0175-021-01	COM	B2	1	0.000	16,382	$0.00	$0.00	$741.29	$87.10	$828.39	$0.00	$0.00	$232.83	$0.00	$232.82	1002 E STANLEY BLVD
099 -0175-022-01	COM	B2	1	0.000	984	$0.00	$0.00	$44.53	$5.23	$49.76	$0.00	$0.00	$13.98	$0.00	$13.98	E STANLEY BLVD
				9,810.096	2,978,450	$168,580.94	$348,233.24	$441,271.28	$37,577.52	$995,662.98	$131,554.24	$198,306.24	$138,595.93	$0.00	$468,452.96	

* The Fiscal Year 2024-25 Assessments have been rounded to the nearest even penny to meet the County of Alameda Auditor Controller submittal requirements.

EXHIBIT C

LIVERMORE
CALIFORNIA

Consolidated Annual Report for the City of Livermore's Landscape Maintenance Districts

Fiscal Year 2024-25

June 10, 2024

Prepared by

FRANCISCO AND ASSOCIATES
Where Innovative Strategies Fund Tomorrow's Communities

CITY OF LIVERMORE
CONSOLIDATED ANNUAL REPORT

Certificates

PART I: Landscape Maintenance Districts Consolidated Annual Report

PART II: Landscape Maintenance District No. 859 (Downtown) Engineer's Report

CONSOLIDATED ANNUAL REPORT

CITY OF LIVERMORE
CONSOLIDATED ANNUAL REPORT FOR THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

Fiscal Year 2024-25

The undersigned, acting on behalf of the City of Livermore, respectfully submits the enclosed Consolidated Annual Report as directed by the City of Livermore City Council pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and provisions of the Landscaping and Lighting Act of 1972 (Section 22500 et. seq. of the California Streets and Highways Code). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: 6/13/24

By: Farnoush Ghafari
Acting for
Joel Waxdeck, P.E., City Engineer
RCE No. 49965

I HEREBY CERTIFY that the Consolidated Annual Report, together with the Assessment Rolls and Assessment District Diagrams thereto attached were filed with me on the 13 day of June, 2024.

Deborah Elam, Acting City Clerk
City of Livermore
Alameda County, California

By:

I HEREBY CERTIFY that the enclosed Consolidated Annual Report, together with the Assessment Rolls and the Assessment District Diagrams thereto attached, were approved, and confirmed by the City Council of the City of Livermore, Alameda County, California, on the __day of _____, 2024.

Deborah Elam, Acting City Clerk
City of Livermore
Alameda County, California

By:_____

EXHIBIT C

LIVERMORE
CALIFORNIA

Consolidated Annual Report

Part I

Landscape Maintenance Districts Consolidated Report

Fiscal Year 2024-25

June 10, 2024

Prepared by

FRANCISCO AND ASSOCIATES
Where Innovative Strategies Fund Tomorrow's Communities

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Appendix A - Fiscal Year 2024-25 Estimates of Cost

Appendix B - City Parks System Benefit Diagram

Appendix C - Assessment Roll

CITY OF LIVERMORE
CITY COUNCIL MEMBERS AND CITY STAFF

FISCAL YEAR 2024-25

City Council Members

John Marchand
Mayor

Bob Carling
Vice Mayor

Ben Barrientos
Council Member

Evan Branning
Council Member

Brittni Kiick
Council Member

Marianna Marysheva
City Manager

Tara Mazzanti
Assistant City Attorney

Deborah Elam
Acting City Clerk

Joel Waxdeck
City Engineer

Judy Erlandson
Acting Public Works Director

Joe Prime
Maintenance and Golf Operations Manager

Marisa Gan
Management Analyst II

SECTION I

INTRODUCTION
CONSOLIDATED ANNUAL REPORT

CITY OF LIVERMORE
CONSOLIDATED REPORT FOR THE CITY'S
LANDSCAPE MAINTENANCE DISTRICTS

Fiscal Year 2024-25

Background Information

To ensure the proper flow of funds for the ongoing operation, maintenance, and servicing of specific improvements within the boundaries of the City of Livermore, the City Council, through the Landscaping and Lighting Act of 1972, has previously approved the formation of ninety-two (92) Landscape Maintenance Districts/benefit zones, ninety-one (91) of which are summarized in this Report. The Annual Report for the Downtown Maintenance District No. 859 is prepared under separate cover due to the unique nature of the assessment district. Improvements, which may be constructed, operated, maintained, and serviced by the Landscape Maintenance Districts, include, but are not limited to:

> *Landscaping, parks, open space facilities, trails, and associated appurtenant facilities.*

Generally, developers construct these public improvements as conditions of approval for their permits for new housing or commercial/industrial developments. However, the ongoing operation, maintenance and servicing of these improvements are financed through the Landscape Maintenance Districts. The formation of these Landscape Maintenance Districts ensures that the operation, maintenance, and servicing of the improvements are specifically paid for by those property owners who directly benefit from the improvements.

Current Annual Administration

As required by the Landscaping and Lighting Act of 1972, the Annual Report includes: (1) a description of the improvements to be operated, maintained, and serviced by each Landscape Maintenance District, (2) a cost estimate for each Landscape Maintenance District, and (3) a listing of the proposed Fiscal Year 2024-25 assessments to be levied upon each assessable lot or parcel within each Landscape Maintenance District.

The City of Livermore will hold a Public Hearing on July 8, 2024, regarding these various Landscape Maintenance Districts which will provide an opportunity for any interested person to be heard. At the conclusion of the Public Hearing, the City Council may adopt a resolution confirming the assessment rates as originally proposed or as modified.

Payment of these annual assessments for each parcel will be made in the same manner and at the same time as payments are made for their annual property taxes. All funds collected through the assessments must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

IMPACTS OF PROPOSITION 218

Fiscal Year 2024-25

On November 5, 1996, California voters approved Proposition 218 entitled "Right to Vote on Taxes Act" which added Articles XIIIC and XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 established new procedural requirements for the formation and administration of assessment districts.

These procedures establish that even if assessments are initially exempt from Proposition 218, future increases in assessments must comply with the provisions of Articles XIIIC and XIIID of the California Constitution. However, if the increase in assessments were anticipated in the assessment formula (e.g., Consumer Price Index (“CPI”) increase or assessment cap) then the assessment would comply with the intent and provisions of Proposition 218.

SECTION III

CONSOLIDATED ANNUAL REPORT PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the Streets and Highways Code of the State of California), and in accordance with the annual Resolution of Initiation, which directs the preparation and filing of the Consolidated Annual Report, adopted by the City Council of the City of Livermore, on June 10, 2024, and in connection with the proceedings for:

CITY OF LIVERMORE
CONSOLIDATED ANNUAL REPORT FOR THE CITY'S
LANDSCAPE MAINTENANCE DISTRICTS

Herein after referred to as the "District", I, Joel Waxdeck, P.E., the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements in each District. Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the City of Livermore Engineering Department and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and is on file in the City's Public Works Department.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates by reference a diagram of the Districts showing the exterior boundaries of each District, the boundaries of any zones within each District and the lines and dimensions of each lot or parcel of land within each District. The diagram has been prepared by the Engineer of Work and is on file in the Office of the Livermore City Clerk and the Public Works Department. The lines and dimensions of each lot or parcel within each District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENT

This part contains the method of apportionment of assessments, based upon parcel classification of land within each District, in proportion to the estimated benefits to be received.

PART E: PROPERTY OWNER LIST & ASSESSMENT ROLL

This part contains a list of the Alameda County Assessor's Parcel numbers, and the net amount to be assessed upon the benefited lands within each District. The Assessment Roll is filed in the Office of the Livermore City Clerk and is incorporated in this Report by reference. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

IMPROVEMENTS AND SERVICES

The improvements and services authorized by the provisions of the Landscape and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the "1972 Act"), that may be applicable to these Districts and associated assessments may include one or more of the following definitions:

- "Improvement" means one or any combination of the following:
  - The installation or planting of landscaping.
  - The installation or construction of statuary, fountains, and other ornamental structures and facilities.
  - The installation or construction of public lighting facilities, including, but not limited to, traffic signals.
  - The installation or construction of any facilities which are appurtenant to any of the forgoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
  - The installation of park or recreational improvements, including, but not limited to all the following:
    - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
    - Lights, playground equipment, play courts, and public restrooms.
  - The maintenance or servicing, or both, of any of the forgoing, and of any improvements authorized below.
  - The acquisition of land for park, recreational, or open space purposes.
  - The acquisition of any existing improvement otherwise authorized herein.
  - The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.

- "Incidental expenses" include all the following:
  - The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
  - The costs of printing, advertising, and giving of published, posted, and mailed notices.
  - Compensation payable to the county for collection of assessments.
  - Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.

- Any other expenses incidental to the construction, installation, or maintenance and servicing of improvements.
- Any expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
- Any expenses incidental to the issuance of bonds or notes.
- Costs associated with any elections held for the approval of a new or increased assessment.

- "Landscaping" means trees, shrubs, grass, or other ornamental vegetation.

- "Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and services of any improvement, including:
  - Repair, removal or replacement of all or any part of any improvement.
  - Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
  - The removal of trimmings, rubbish, debris, and other solid waste.
  - The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

- "Public lighting facilities" means all works or improvements used or useful for the lighting of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments, and appurtenances.

- "Service" or "servicing" means the furnishing of:
  - Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
  - Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

DESCRIPTION OF DISTRICT IMPROVEMENTS

The improvements, which have been constructed within the City of Livermore, and those which may be subsequently constructed, and will be operated, maintained, and serviced are generally described as follows:

> *The construction, operation, maintenance, servicing, and replacement of landscaping located along arterial and local roadways, trail improvements, parks and recreational improvements, and appurtenant facilities located within the public rights-of-way and dedicated easements, including but not limited to; personnel, electrical energy, utilities such as water, materials, contractual services, and other items necessary for the satisfactory operation of these services and improvements as described below.*

A more detailed listing of specific improvements maintained by each District and each associated zone of benefit may include but is not limited to the following.

- **Landscape and Lighting District No. 1**
    - **Zone No. 1989-1 (Autumn Valley)**
        - Strip landscaping and irrigation on the north side of Shawna Street.
        - Strip landscaping, irrigation, and a bench on the north side of Maureen Circle.
        - Masonry wall along north tract boundary adjacent to railroad right of way.
    - **Zone No. 1989-2 (Stratford Park)**
        - Backing lot landscaping and irrigation on Patterson Pass Road.
        - Backing lot landscaping and irrigation on Vasco Road between Patterson Pass Road and Emily Way.
        - Backing lot landscaping on Daphne Drive between S Vasco Road and Rebecca Drive.
        - Park landscaping within Parcel B of Tract 6862.
        - Median landscaping and textured paving at Daphne Drive entrance.
        - Median landscaping and textured paving at Arlene Way entrance.
        - Wall adjacent to Vasco Road and Patterson Pass Road.
        - Landscaping and irrigation adjacent to the Arroyo Seco within Parcel A of Tract 6931.
        - The bike path and pedestrian bridge over the Arroyo Seco.
    - **Zone No. 1989-4 (Amber Ridge)**
        - Planter strip and backing lot landscaping and irrigation on both the north side and the south side of North Mines Road from First Street to the northwest boundary of Tract 6423.
        - Planter strip and backing lot landscaping and irrigation on First Street from west boundary of Tract 5970 to Las Positas Road.
        - Planter strip and backing lot landscaping and irrigation on Newbury Street.
        - Planter strip landscaping and irrigation on Highland Street at the North Mines Road entrance.
        - Median landscaping, irrigation, and textured paving on N. Mines Road.
        - Median landscaping, decorative lighting, and textured paving on Newbury Street.
        - Special entry walls, signs, lighting and landscaping at N. Mines Road and First Street intersection.
        - 6-foot masonry wall adjacent to N. Mines Road and Newbury Street.
        - 8-foot masonry wall adjacent to First Street.
        - All front yard street trees located within the public right-of-way.
        - Landscaping and irrigation within Lot B of Tract 6758 (at the end of Dickens Court).

- **Zone No. 1990-1 (Silver Oaks)**
  - Plans and specifications for Tract 6154 were prepared by Associated Profession, Inc., dated October 18, 1989.
    - Landscaping and irrigation contained in Lot B of Tract Map 6154.
    - Landscaping in the public right-of-way and Lot A behind sidewalk along the easterly side of Thrasher Avenue south of Lot 1 as shown on Tract Map 6154.
    - Landscaping in the public right-of-way and 20-foot landscape easement behind sidewalk along the southerly side of Olivina Avenue as shown on Tract Map 6154.
    - 3-foot masonry walls along Olivina Avenue adjacent to Lots 1 and 2 of Tract Map 6154.
    - 6-foot masonry wall along the easterly boundary line of Tract Map 6154 south of Lot 1.

- **Zone No. 1990-2 (Monticello)**
  - Backing lot landscaping and irrigation along E Jack London Boulevard adjacent to Lots 1, 51-56, 92-94 and along Murrieta Boulevard adjacent to Lots 77-83.
  - Public backing lot walls more specifically identified as: the masonry wall along East Jack London Boulevard on Lots 1, 51-56, 92-94 and along Murrieta Boulevard on Lots 77-83.
  - The special entry features at the intersections of East Jack London Boulevard at Roma and Turino Streets. These entry features include the special street paving and landscaping at the entries.
  - Landscaping and irrigation along the south side of Firenza Street and Firenza Court.
  - One side of the wall facing Firenza Street and Firenza Court will be maintained (painted as required) by the zone. The opposite side is to be maintained by the adjacent homeowners. Any repairs for the common wall shall be shared equally, by both the zone, and the adjacent homeowners of the Tracts.

- **Landscape and Lighting District No. 2**

  - **Zone No. 1992-0 (Portola Glen)**
    - <u>Phase I – Tract 6177 and 5645 (Portion)</u>
      - Backing lot landscaping, irrigation, and sound walls on Portola Avenue.
      - Backing lot landscaping, irrigation, and sound walls on Highland Street.
      - Wall adjacent to Portola Avenue and Highland Street.
      - Landscaping and irrigation adjacent to Edinburgh Drive, including the bike path.

- <u>Phase II - Tract 6347</u>
  - Mini-Park adjacent to Yorkshire Court and Edinburgh Drive, including concrete v-ditch.
- Landscaping and irrigation adjacent to Edinburgh Street including the bike path.

- **Zone No. 1992-1 (Scenic Arroyo Estates)**
  - 4-foot high steel fence along the channel east of Arrowhead.
  - Asphalt/concrete bike path east of Arrowhead.
  - Special entry walls, signs, landscaping, and irrigation at the Central Avenue and Woodrose Way intersection.
  - Special entry walls, signs, landscaping, and irrigation at the Lobelia Way and Central Avenue intersection.
  - Median landscaping and on Woodrose Way at Central Avenue.
  - Median landscaping on Lobelia Way at Central Avenue.
  - Landscaping and irrigation north of the channel, east of Arrowhead.
  - Landscaping and irrigation south of the channel, east of Arrowhead
  - Landscaping and irrigation adjacent to Wildflower Drive, south of the channel.

- **Zone No. 1993-1 (Tapestry)**
  - Landscape and irrigation plan for Tract 6583 prepared by Bissell & Karn, and on the improvement plans for said tract or as specified in the City of Livermore standard details and specifications and further described as:
    - Backing lot landscaping and irrigation on Arroyo Road from the southerly tract boundary to approximately 180 feet north of Latour Avenue, and from approximately 300 feet south of Concannon Boulevard to Bess Avenue.
    - Backing lot landscaping and irrigation on Concannon Boulevard from Arroyo Road to east boundary of Tract 6583.
    - Landscaping, irrigation, and textured paving at Foscalina Way entrance to Concannon Boulevard.
    - Landscaping, irrigation, and textured paving at Normandy Circle entrance and at Normandy Way entrance to Concannon Boulevard.
    - Walls adjacent to Concannon Boulevard from Arroyo Road to the easterly boundary of Tract 6583.
    - Wall adjacent to Arroyo Road from the southerly tract boundary to approximately 180 feet north of Latour Avenue, from approximately 300 feet south of Concannon Boulevard to Concannon Boulevard, and from approximately 200 feet south of Bess Avenue to Bess Avenue.
    - Wall on Normandy Circle (adjacent to the Tennis Club) from Concannon Boulevard to Lot 2.
    - Walls at the Focsalina Way, Normandy Circle, and Normandy Way entrances to Concannon Boulevard.

- **Zone No. 1993-2 (Walmart)**
  - Maintenance, servicing, and replacement of public landscaping, as delineated on the Landscape Plan of the On-Site Improvement Plans prepared for Parcel Map 5812 by Borrecco/Kilian & Associates, Inc., and further described as:
    - Landscaping and maintenance of 8-foot wide asphalt bike path between top of bank of Arroyo Las Positas Channel and shopping center curb, and landscape strip varying in width from four to ten feet from North Livermore Avenue to the east line of Parcel Map 5812.

- **Zone No. 1994-1 (Danbury)**
  - Plans and specifications for the improvements are those prepared by Melvin Lee Associates for Tract 6155:
    - The landscape improvements along the Central Avenue frontage include approximately 1,117 linear feet of 6-foot tall masonry wall located 8 feet in back of the sidewalk.
    - The entry wall configuration at the Central Avenue and Wisteria Way intersection following the 45-degree diagonal for the street right-of-way, with the name Danbury Park in brass letters approximately 9 inches tall affixed to the wall on both sides of the entry. No special signage will be installed on the wall at the intersection of Central Avenue and Bobby Drive.
    - The landscaping along the Central Avenue frontage includes trees, shrubs, vines, and ground cover planting covering an area of 9,100 square feet.
  - Irrigation of the landscape improvements described above.

- **Zone No. 1994-2 (Portola Meadows)**
  - Plans and specifications for the improvements are those prepared by MacKay and Somps, Civil Engineers, Inc., for Tracts 6522 & 6610 dated January 1993, and production landscape plans are those prepared by Rose Associates dated May 16, 1993:
    - Public landscaping as delineated in the Landscape and Lighting District No. 2 and production landscape plans prepared by Rose Associates and approved by the City of Livermore. Public landscaping is defined as all natural and passive park areas, irrigation, decorative concrete, tot lot, trellis, picnic tables and benches, drainage ditches, and retaining walls located with the 4.2 acre park site (comprised of Parcel G of Final Map 6522 and Parcel B of Final Map 6610).
    - Weed abatement and clearing of open space within the park site.

- **Zone No. 1994-3 (California Promenade I and II)**
  - Plans and specifications for the improvements are those prepared by John Nicol & Associates and by Bryan and Murphy Associates for Tract 6652 dated September 1994:
    - Public landscaping and irrigation on the north side of Scenic Avenue and the west side of Laughlin Road.
    - Median landscaping and entry lighting at the Brookdale Lane entrance to Scenic Avenue.
    - Public backing lot wall on Scenic Avenue and Laughlin Road (approximately 1300 linear feet).
    - Any public special amenities located within the public right-of-way or easements.
    - Landscaping, irrigation, lighting, structure, surface paving and all other facilities within the area designated as Parcel 'A' of Tract 6652 and other facilities within the area designated as Village Green.
    - All improvements in the access areas at the ends of cul-de-sacs, including irrigation.

- **Zone No. 1994-4 (Windmill Springs)**
  - Plans and specifications for the improvements are those prepared by Associated Professions, Inc., for Tract 5958 and 6628, and the plans by Thomas E. Baak and Associates dated October 1994:
    - Planter strip and backing lot landscaping and irrigation on Hollice Lane.
    - Masonry backing lot wall on Hollice Lane.

- **Zone No. 1994-6 (California Nugget I)**
  - Plans and specifications for the improvements are those prepared by John Nicol & Associates and by Bryan and Murphy Associates for Tract 6741 dated June 1, 1994:
    - 11/18 of the landscaping, irrigation, and sidewalk within Parcel A of Tract 6741 located on the north side of Shawna Street will be applied to Zone No. 1994-6 (California Nugget I) (7,100 s.f. x 11/18 = 4,339 s.f.). 7/18 of the landscaping within Parcel A of Tract 6741 will be applied to Maintenance District No. 832 (California Nugget II) (7,100 s.f. x 7/18 = 2,761 s.f.).
    - 11/18 of 75% of the landscaping and maintenance road on the northerly slope of North Mines Road from the southwest corner of Lot 1 of Tract 6808 to the northwest corner of Parcel A of Tract 6808 will be applied to Maintenance District No. LL2, Zone No. 1994-6 (California Nugget I) (11/18 x .75 x 25,000 s.f. = 11,458 s.f.). 7/18 of 75% of the landscaping and maintenance road on the northerly slope of North Mines Road will be applied to Maintenance District No. 832 (California Nugget II) (7/18 x .75 x 25,000 = 7,292 s.f.). The maintenance

of the remaining 25% landscaping and maintenance road on the northerly slope of North Mines Road will be paid for by the City of Livermore (.25 x 25,000 s.f. = 6,250 s.f.).
- 11/18 of the masonry wall, 5-foot concrete sidewalk and entry monument on Shawna Street.
- 11/18 of the masonry wall on North Mines Road

- **Zone No. 1994-7 (Rincon Estates)**
  - Plans and specifications for the improvements are those prepared by Triple "E" Engineering & Surveying Company for Tract 6426 dated May 25, 1995:
    - Landscaping, irrigation, and entry monuments at Rincon Avenue entrance to Marseille Avenue.
    - Median landscaping on Marseille Avenue.

- **Zone No. 1994-8 (Hallmark Collection)**
  - Plans and specifications for the improvements are those prepared by M.D. Fotheringham, Landscape Architect for Tract 6742 dated May 31, 1995:
    - Landscaping and irrigation improvements at Parcel B of Tract 6742, including, but not limited to, trees, shrubs, ground cover, decorative interlocking concrete pavers, benches, lighting, masonry wall, and irrigation system components.

- **Zone No. 1995-1 (Orchard Business Park)**
  - Plans and specifications for the improvements are those prepared by Singer and Hodges, dated March 18, 1988 for Tract 5406 and July 30, 1990 for Tract 6068, or improvement plans prepared by Nolte dated May 23, 1988 and Bissell & Karn dated December 28, 1990:
    - A storm drain easement 80 feet wide (measured from the right of way line) along the southerly line of Las Positas Road extending a distance of 769 feet westerly of the centerline intersection of North Greenville Road and Las Positas Road; and a continuation of the same easement with a width of 90 feet southerly along the westerly line of North Greenville Road to a point 215 feet southerly of the centerline intersection of North Greenville Road and Los Positas Road.
    - Decorative entry walls, four each, two located at the intersection of Las Positas Road at Greenville Road, one at the intersection of Southfront Road at the Freeway off-ramp, and one at the intersection of Southfront Road and Lawrence Drive.
    - Median landscaping and irrigation at the following locations:
      - Las Positas Road from a point approximately 800 feet west of Lawrence Drive to its intersection with North Greenville Road.
      - Southfront Road from a point approximately 300 feet

west of Longard Road to its intersection with North Greenville Road.
  - North Greenville Road from a point approximately 450 feet south of Los Positas Road to a point approximately 950 feet north of Southfront Road.
  - Mountain Vista Parkway from the intersection with Los Positas Road to the intersection with Southfront Road.
  - Lawrence Drive at the intersection with Southfront Road to a point approximately 100 feet south of the intersection.

- **Zone No. 1995-2 (Sandhurst)**
  - Plans and specifications for the improvements for Tracts 5866 and 6416 are those filed by Associated Professions, Inc., dated June, 1994, and those prepared by Robert Mitchell & Associates, dated June 26, 1995, and those prepared by Robert Gray & Associates. Improvement plans for Tracts 6711 and 6712 are those prepared by MacKay and Somps, dated July, 1994, and those prepared by Robert Mitchell & Associates, dated January 8, 1996:
    - Trees, shrubs, groundcover, and irrigation between sidewalk and wall along the northern side of Concannon Boulevard between Isabel Avenue and Murdell Lane.
    - Trees, shrubs, groundcover, and irrigation between existing path and wall along the eastern side of Isabel Avenue between Concannon Boulevard and the zone's northern boundary.
    - Backing lot walls along the eastern side of Isabel Avenue between Concannon Boulevard and the zone's northern boundary.
    - Backing lot walls along the northern side of Concannon Boulevard between Isabel Avenue and Murdell Lane.
    - Entry sign at the northeast corner of Isabel Avenue and Concannon Boulevard.
    - Approximately 2,300 square feet of turf located at the northern end of Tourmaline Court.
    - Crosswalks and entry signs/columns at the Verdite Street entrance to Concannon Boulevard and at the Carnelian Lane entrance to Murdell Lane.

- **Zone No. 1995-3 (Jack London Place)**
  - Plans and specifications for the improvements are those prepared by Greiner, Inc., and Manuel C. Fernandez & Associates for Tract 6527, dated May 1995:
    - 7-foot high masonry wall along East Jack London Boulevard and at the corner of East Jack London Boulevard and Curlew Road; 6-foot masonry wall along the east property line and the wall and landscaping along the 15-foot walkway easement at

the southeast corner of the subdivision, between Tanager Road and School District property.
- Planting and irrigation at East Jack London Boulevard, between the masonry wall and the street.

- **Zone No. 1995-4 (Airport Business Park #1)**
  - Plans and specifications for the improvements are those prepared by Greiner, Inc., and Greg Inc. & Associates, dated September, 1995:
    - 8-foot high wall along East Jack London Boulevard with brick columns and brick cap.
    - 6-foot high wall along both sides of Zeppelin Street.
    - Entry monument at the northeast corner of East Jack London Boulevard and Isabel Avenue.
    - Entry monument at the northwest corner of East Jack London Boulevard and Zeppelin Drive.
    - Meandering concrete walkway along East Jack London Boulevard.
    - Planting and irrigation between the wall and face of curb on East Jack London Boulevard along Tract 6720 frontage.
    - Planting and irrigation between the wall and face of curb along both sides of Zeppelin Street.

- **Zone No. 1995-6 (Alden Estates)**
  - Plans and specifications for the improvements are those prepared by Associated Professions Inc. for Tract 6073, and the plans by A.S. Dutchover & Associates:
    - Planter strip and backing lot landscaping and irrigation on Concannon Boulevard.
    - Planter strip and backing lot landscaping and irrigation on Murdell Lane.
    - Masonry backing lot wall on Concannon Boulevard.
    - Masonry backing lot wall on Murdell Lane.

- **Zone No. 1995-7 (Scenic Links)**
  - Plans and specifications for the improvements are those prepared by Cunha Engineering Inc., and for landscaping are those prepared by M.D. Fotheringham Landscape Architects, for Tract 6687 dated March 20, 1996 for Tract 6757 dated June 12, 1996:
    - Backing lot landscaping and irrigation on Vasco Road.
    - Wall adjacent to Vasco Road.
    - Decorative concrete paving in Augusta Way and in Big Basin Road.

- **Zone No. 1996-1 (Portola Collection)**
  - Plans and specifications for the improvements are those prepared by Nuvis, or as included in the improvement plans prepared by

Associated Professions, Inc.

- Planter strip and backing lot landscaping and irrigation along Portola Avenue, adjacent to Lots 1- 3 and 18-24.
- Special entry walls, signs, lighting, crosswalk, and landscaping at Blackwood Common and Portola Avenue Intersection.
- 7-foot masonry backing lot wall with 18-inch high planter walls and 18-inch wide concrete mow- band along Portola Avenue, adjacent to Lots 1-3 and 18-24.

- **Zone No. 1996-2 (Altamont #1)**
  - Plans and specifications for the improvements are those prepared by O'Dell Engineering dated April 5, 1996 and Baak & Associates dated July 25, 1996 for Tract 6751:
    - Backing lot landscaping and irrigation along the west side of Laughlin Road approximately 400 feet south of Altamont Creek Drive to approximately 200 feet north of Altamont Creek.
    - Public backing lot wall along the west side of Laughlin Road from approximately 400 feet south of Altamont Creek Drive to approximately 200 feet north of Altamont Creek Drive.
    - Decorative concrete crosswalk at the Altamont Creek Drive entrance to Laughlin Road.
    - Decorative surface paving, public improvements, and all other appurtenant facilities within Lots D, E, and F of Tract 6751.
    - 54/123 of the landscaping and open space within Lot B of Tract 6751 will be applied to Zone No. 1996-2 (Altamont #1), Tract 6751 (0.82 acres x 54/123 = 0.36 acres). 69/123 of the landscaping and open space within Lot B of Tract 6751 will be applied to Maintenance District No. 811 (Altamont #2), Tract 6880 (0.82 acres x 69/123 = 0.46 acres).
    - 54/123 of the landscaping, irrigation, and open space from north toe of slope to south toe of slope within Lot C of Tract 6751 will be applied to Zone No. 1996-2 (Altamont #1), Tract 6751 (3.54 acres x 54/123 = 1.55 acres). 69/123 of the landscaping, irrigation, and open space from north toe of slope to south toe of slope within Lot C of Tract 6751 will be applied to Maintenance District No. 811 (Altamont #2), Tract 6880 (3.54 acres x 69/123 = 1.99 acres).
    - 54/123 of the weed abatement and clearing for open space within Lot C of Tract 6751 will be applied to Zone No. 1996-2 (Altamont #1), Tract 6751 (4.21 acres x 54/123 = 1.85 acres). 69/123 of the weed abatement and clearing for open space within Lot C of Tract 6751 will be applied to Maintenance District No. 811 (Altamont I#2), Tract 6880 (4.21 acres x 69/123 = 2.36 acres).

- 54/123 of the landscaping and open space within Lot C of Tract 6751, north of Altamont Creek and north of the bike path from Edgewater Lane to Altamont Creek and near Blackhawk Court will be applied to Altamont I, (1996-2) Tract 6751 (0.67 acres x 54/123 = 0.30 acres). 69/123 of the landscaping and open space within Lot C of Tract 6751, north of Altamont Creek and north of the bike path from Edgewater Lane to Altamont Creek and near Blackhawk Court will be applied to Maintenance District No. 811, Altamont II, Tract 6880 (0.67 acres x 69/123 = 0.37 acres).

- **Zone No. 1996-3 (Beck – Concannon Blvd/Murdell Lane)**
  - Plans and specifications for the improvements are those prepared for Tract 6054 by Associated Professions, Inc. dated October 1996, and the plans by A.S. Dutchover, dated September 1990:
    - Backing lot landscaping and irrigation on the south side of Concannon Boulevard along the Tract 6054 frontage.
    - Backing lot landscaping and irrigation on the east side of Murdell Lane along the Tract 6054 frontage.
    - Masonry backing lot wall on the south side of Concannon Boulevard along the Tract 6054 frontage.
    - Masonry backing lot wall on the east side of Murdell Lane along the 6054 frontages.

- **Zone No. 1996-5 (Sterling Reserve 1)**
  - Plans and specifications for the improvements are those prepared for Tract 6387 by Alexander & Associates, Inc., dated April 3, 1997, landscaping plans for said tract prepared by A. S. Dutchover & Associates, dated April 3, 1997, and the Street light plans prepared by Robert Gray and Associates, dated April 3, 1997:
    - Installation, maintenance, and operation, to include repair, replacement and servicing of trees, shrubs, plantings, and irrigation systems, together with earth-berms, slopes, curbs, root deflectors, masonry walls, and concrete or wood appurtenances, all as delineated on the landscape and irrigation plans for Tract 6387 prepared by A. S. Dutchover & Associates, and on the improvement plans for said tract prepared by Alexander & Associates, Inc. or as specified in the City of Livermore standards details and specifications and further described as:
    - Backing lot landscaping on the west side of Murdell Lane from Alden Lane to the northerly Tract line.
    - Entry median islands at South Sea Way and White Fang Way.

- **Zone No. 1996-6 (Sterling Reserve 2)**
  - Plans and specifications for the improvements are those prepared for Tract 6208 by Alexander & Associates, Inc. dated April 3, 1997,

and the landscaping plans for said tract prepared by A. S. Dutchover 7 Associates, dated November 28, 1995:

- Installation, maintenance, and operation, to include repair, replacement and servicing of street trees, shrubs, plantings, and irrigation systems, together with earth-berms, slopes, curbs, root deflectors, masonry walls, and concrete or wood appurtenances, all as delineated on the landscape and irrigation plans for Tract 6208 prepared by A. S. Dutchover & Associates, and on the improvement plans for said tract prepared by Alexander & Associates Inc., or as specified in the City of Livermore standard details and specifications and further described as:
    - Backing lot landscaping and irrigation on the west side of Murdell Lane from the southerly tract line of Tract 6208 to the northerly tract line of Tract 6208.

- **Zone No. 1996-7 (Devon Place T-6801)**
    - Plans and specifications for the improvements are those prepared by DeBolt Civil Engineering for Tract 6801, dated April 3, 1996, and the landscaping plans for said tract prepared by Borrecco-Kilian & Associates, dated July 30, 1995:
        - 18-foot wide landscape strip, irrigation, and sidewalk on the south side of Devon Place from Hillcrest Avenue to west of the tract boundary and the west end of Devon Place.
        - Stone pilaster and wrought iron fencing along the south tract boundary from Hillcrest Avenue to the west boundary of Tract 6801.

- **Zone No. 1996-8 (Maralisa I)**
    - Plans and specifications for the improvements are those prepared by John Nicol & Associates and by Bryan Murphy and Associates, Inc. for Tracts 6433, 6941, 6942, 6943, and 6863 dated November 1996 through March 1998. 251/312 of the cost for the following improvements will be applied to Maintenance District No. 814 of Maralisa Tracts 6863, 6941, 6942, 6943, and Parcel 'O' of Tract 6433, and 61/312 of the cost for the following improvements will be applied to Zone No. 1996-8 (Maralisa I) Tract 6433:
        - Backing lot landscaping, irrigation, and masonry wall on the south side of Garaventa Ranch Road and on the west side of Garaventa Ranch Road from the west end of Lot 55, Tract 6433, to the south end of Lot 84, Tract 6433.
        - Entry median island at Garaventa Ranch Road.
        - Entry monument features and landscaping at the northeast corner of Vasco Road and Garaventa Ranch Road.
        - Public landscaping for the east side of Vasco Road from Garaventa Ranch Road to the north line of Parcel 'O'.
        - All improvements in the access areas at the ends of cul-de-

sacs including but not limited to:
    - Trees, turf, shrubs and all planting and ground cover.
    - Irrigation.
    - 5-foot concrete walks connecting courts with Garaventa Ranch Road.
    - Concrete mow band.
    - Wood bench.
    - Masonry wall.
- Backing lot landscaping and masonry wall on the north side of Garaventa Ranch Road from the southwest corner line of Lot 8, Tract 6941, to Hawk Street.
- Backing lot landscaping and masonry wall on the east side of Garaventa Ranch Road from Altamont Creek Drive to the end of Garaventa Ranch Road also being the southwest corner of Lot 110, Tract 6943.

- **Zone No. 1996-9 (California Ranch)**
  - Plans and specifications for the improvements are those prepared by Ruggeri-Jensen and Associates, dated January 7, 1997, and landscaping plans prepared by John Nichol & Associates, dated September 26, 1996.
    - Landscaping, irrigation, sidewalk, benches, and masonry walls south of Sutter Street (extension), south of Stetson Way and south and east of Stetson Court.
    - Gate assembly and gravel surfacing northeast of Stetson Court (east of Lot 25 or Tract 6840).

- **Zone No. 1997-2 (California Mountain View - 1)**
  - Plans and specifications for the improvements are those prepared by John Nichol & Associates and by Bryan & Murphy Associates for Tract 6846, dated August 1996:
    - Median island at Big Basin Road from Scenic Avenue to the southerly property line of lot 78.

- **Zone No. 1997-3 (California Mountain View - 2)**
  - Plans and specifications for the improvements are those prepared by John Nichol & Associates and by Bryan & Murphy Associates for Tract 6847, dated August 1996:
    - Landscaping and irrigation, lighting, and hard surfacing on Parcel ‘B’.

- **Zone No. 1997-4 (National Drive)**
  - Plans and specifications for the improvements are those prepared for Tract 6783 by DeBolt Civil Engineering, dated December, 1996, and the landscaping plans for said tract prepared by Aitken & Associates, dated December, 1996:
    - The median island on National Drive at the intersection with

Greenville Road.
- The new island and modified island at the Brisa/National Drive intersection.
- The parcel adjacent to Lot 10 of Tract 5432 created with the re-alignment of National Drive (Station 28+10± to Station 32.05±).
- The parcel west of Lot 21 created with the re-alignment of National Drive (Station 36+50± to Station 38+70±).

▪ Irrigation of the landscape improvements described above.

- **Zone No. 1997-5 (Dover)**
  - ▪ Plans and specifications for the improvements are those prepared for Tract 6688 by Thompson Hysell Engineers, Inc., dated December 4, 1996, and the landscaping plans for said tract prepared by Polhemus Enterprises by Ron Polhemus, dated November 1996:
    - Backing lot landscaping and irrigation on the east side of Vasco Road adjacent to Tract 6688; from 130 linear feet south of Augusta Way to 350 linear feet south of Augusta Way.
    - Backing lot masonry wall on the east side of Vasco Road, adjacent to the project.
    - Decorative paving at the intersection of Big Basin Road and Saint Andrews Way.
    - Landscaping and irrigation in the median islands in Big Basin Road.
    - Landscaping and irrigation in Parcel B.
    - Landscaping and sidewalk in Parcel E.
    - Landscaping and sidewalk in Parcel F.

- **Landscape Maintenance District No. 801 (Mt. Day)**
  - Plans and specifications for the improvements are those prepared for Tract 6537 by Cunha Engineering Inc., dated January 15, 1997.
    - ▪ Landscaping and irrigation at the end of Mt. Day Drive.

- **Landscape Maintenance District No. 802 (Lomitas/Ryan)**
  - Plans and specifications for the improvements are those prepared by Earl E. Mason, Civil & Structural Engineer, dated August, 1997.
    - ▪ Landscaping, irrigation, and concrete split-rail fences on Lomitas Avenue at the entrance to Kara Place, Ryan Street & Jeffrey Street, both sides of the streets, with approximately 800 square feet on each of the six corners.
    - ▪ Landscaping in a 20-foot diameter island at the south end of Kara Place.

- **Landscape Maintenance District No. 803 (Ridgecrest)**
  - Plans and specifications for the improvements are those prepared for Tract 6807 by Thompson- Hysell Engineers, Inc., dated June 18, 1997, and the

landscaping plans for said tract prepared by Calvin E. Bright and Marjorie H. Bright, dated March 1997.

- Backing lot landscaping, irrigation, and sidewalk on the north side of First Street adjacent to Tract 6807; from 480 linear feet east of Scott Street to 900 linear feet west of Portola Avenue.
- Backing lot landscaping, irrigation, and sidewalk on the south side of Portola Avenue adjacent to Tract 6807; from 380 linear feet east of Mitchell Street to 800 linear feet west of First Street.
- Backing lot masonry walls on First Street and Portola Avenue, adjacent to project.
- Landscaping, irrigation, sidewalks, and masonry walls for pedestrian access way between Ridgecrest Circle and Murphy Street.

- **Landscape Maintenance District No. 804 (Sonterra)**
  - Plans and specifications for the improvements are those prepared by Associated Professions, Inc., dated May, 1997, for Tract 6811 and 6812, and landscape and irrigation plans by Ralph Sherman Associates dated August 19, 1997.
    - Backing lot landscaping and irrigation on the west side of Vasco Road along the Tract 6811 and Tract 6812 frontage.
    - Masonry backing lot wall on the west side of Vasco Road along Tract 6811 and Tract 6812 frontage.
    - Public landscaping and irrigation along Lobelia Way.
    - Wrought iron fencing along the path on the south side of Lobelia Way, east of Central Avenue.

- **Landscape Maintenance District No. 805 (The Greens, Tournament)**
  - Plans and specifications for the improvements are those prepared for Tract 6328 by David Evans and Associates, Inc., dated February 22, 2000.
    - Landscaping and irrigation on the south side of Quince Court from the back of curb to the north edge of the existing bicycle path from Heather Lane to the west end of Lot 7.

- **Landscape Maintenance District No. 806 (Saddleback)**
  - Plans and specifications for the improvements are those prepared by Udi-Tetrad Consulting Engineers, Inc., dated September 1997, including the landscape plans contained therein.
    - Backing lot landscaping and irrigation on the north side of Dalton Avenue for Lots 1 through 12 and 78.
    - Landscaping, irrigation, and weed abatement at the Gelding Lane and Martingale Lane subdivision entrances along Dalton Avenue, with open space Parcels A & B.
    - Wall along the rear of the lots adjacent to Dalton Avenue and Ames Street and at the Gelding Lane and Martingale Lane subdivision entrances. Wall is located within a public landscape easement as shown on the Final Map for Tract 6886.
    - Weed abatement along the backing lot areas adjacent to open

space.
- Maintenance of swales.

- **Landscape Maintenance District No. 807 (Altamar)**
  - Plans and specifications for the improvements are those prepared for Tract 6776 by Thompson- Hysell, Inc., dated September, 1997, and the landscaping plans for said tract prepared by John Nichol & Associates, dated September, 1997.
    - Backing lot landscaping on the east side of Vasco Road adjacent to Tract 6776; from approximately 33 linear feet south of Garaventa Ranch Drive centerline to approximately 710 linear feet south of Garaventa Ranch Drive centerline.
    - Backing lot landscaping and irrigation on the south side of Garaventa Ranch Drive adjacent to Tract 6776; from approximately 90 linear feet east of Vasco Road centerline to approximately 785 feet east of Vasco Road centerline.
    - Backing lot landscaping and irrigation on the west side of Altamar Way from Garaventa Ranch Drive to approximately 160 linear feet south of Garaventa Ranch Drive centerline.
    - Backing lot masonry wall on east side of Vasco Road, adjacent to Tract 6776 (Lots 25-32).
    - Backing lot masonry wall on south side of Garaventa Ranch Drive, adjacent to Tract 6776(Lots 1, 33-38).
    - The backing lot masonry wall on west side of Altamar Way adjacent to Lot 38.

- **Landscape Maintenance District No. 808 (Meadows)**
  - Plans and specifications for the improvements are those prepared by Associated Professions, Inc., dated July, 1997, for Tract 6903, and the landscape and irrigation plans by BAAK & Associates.
    - Backing lot landscaping and irrigation on the west side of Laughlin Road along the Tract 6903 frontage.
    - Masonry backing lot wall on the west side of Laughlin Road along the Tract 6903 frontage.
    - Post and rail fence on the west side of Laughlin Road along the Tract 6903 frontage.
    - Lot ‘A’ open space, weed abatement.
    - Multi-Use trail on Laughlin Road.
    - Access path and fence along the northerly property line of Lot 13.
    - Landscaping and irrigation along the back of Lots 7 through 13 and between detention basins.

- **Landscape Maintenance District No. 809 (Capistrano)**
  - Plans and specifications for the improvements are those prepared for Tract 6972 by Ruggeri-Jensen- Azar & Associates, dated September 4, 1997 and Thomas Baak & Associates, dated September 3, 1997.
    - Streetlighting within Tract 6972.

- **Landscape Maintenance District No. 810 (Contractor's Place T-7090)**
  - Plans and specifications for the improvements are those prepared by Kier & Wright Civil Engineers & Surveyors, Inc., Robert Gray & Associates, and Guzzardo and Associates, Inc., dated October, 1997.
    - Landscaping and irrigation within the 10-foot wide strip between the south side of Contractors Place and the Southern Pacific Railroad right of way. This strip is also the proposed 10-foot wide bicycle and pedestrian trail easement.

- **Landscape Maintenance District No. 811 (Altamont #2)**
  - Plans and specifications for the improvements are those prepared by O'Dell Engineering, dated December 10, 1996, and Isaacson, Wood & Associates, dated February 18, 1997.
    - Backing lot landscaping and irrigation along the west side of Laughlin Road from approximately 300 feet north of Altamont Creek Drive to approximately 1200 feet north of Altamont Creek Drive.
    - Public backing lot wall along the west side of Laughlin Road from approximately 300 feet north of Altamont Creek Drive to approximately 1200 feet north of Altamont Creek Drive.
    - Decorative surface paving, public-improvement wood fence, bollard lighting, irrigation, and all other appurtenant facilities within Lot A of Tract 6880.
    - Weed abatement and clearing of open space within Lot A of Tract 6880.
    - Landscaping and open space along the rear and side property lines of Lots 27-29, 34-39, 42-52 and 67-69 within Lot A of Tract 6880.
    - 69/123 of the landscaping and open space within Lot B of Tract 6751 will be applied to Maintenance District No. 811 (Altamont #2), Tract 6880 (0.82 acres x 69/123 = 0.46 acres). 54/123 of the landscaping and opens space within Lot B of Tract 6751 will be applied to Landscape and Lighting Assessment District No. 2 Zone 1996-2 (Altamont #1), Tract 6751 (0.82 acres x 54/123 = 0.36 acres).
    - 69/123 of the landscaping, irrigation, and open space from North toe of slope to South toe of slope within Lot C of Tract 6751 will be applied to Maintenance District No. 811 (Altamont #2), Tract 6880 (3.54 acres x 69/123 = 1.99 acres). 54/123 of the landscaping and opens space from north toe of slope to south toe of slope within Lot C of Tract 6751 will be applied to Landscape and Lighting Assessment District No. 2 Zone 1996-2 (Altamont #1) Tract 6751 (3.54 acres x 54/123 = 1.55 acres).
    - 69/123 of weed abatement and clearing for open space within Lot C of Tract 6751 will be applied to Maintenance District No. 811 (Altamont #2), Tract 6880 (4.21 acres x 69/123 = 2.36 acres). 54/123 of weed abatement and clearing for open space within Lot C of Tract 6751 will be applied to Landscape and Lighting Assessment District No. 2 Zone 1996-2 (Altamont #1) Tract 6751 (4.21 acres x 54/123 = 1.85 acres).

        - 69/123 of the landscaping and open space within Lot C of Tract 6751, north of Altamont Creek and north of the bike path from Edgewater Lane to Altamont Creek and near Blackhawk Court will be applied to Maintenance District No. 811 (Altamont #2), Tract 6880 (0.67 acres x 69/123 = 0.37 acres). 54/123 of the landscaping and opens space within Lot C of Tract 6751, north of Altamont Creek and north of the bike path from Edgewater Lane to Altamont Creek and near Blackhawk Court will be applied to Landscape and Lighting Assessment District No. 2 Zone 1996-2 (Altamont #1) Tract 6751 (0.67 acres x 54/123 = 0.30 acres).

- **Landscape Maintenance District No. 813 (Vintage Collection)**
    - Plans and specifications for the improvements are those prepared for Tract 6219 by Alexander & Associates, Inc., dated August 24, 1998, and the landscaping plans for said tract prepared by Ralph Sherman Associates, dated June 29, 1998.
        - Backing lot landscaping and irrigation on the east side of Murdell Lane from the northerly tract boundary of Tract 6219 to Alden Lane.
        - Wall on the east side of Murdell Lane from the northerly tract boundary of Tract 6219 to Alden Lane.

- **Landscape Maintenance District No. 814 (Maralisa II)**
    - Plans and specifications for the improvements are those prepared by John Nicol & Associates, Inc. and David Evans and Associates, Inc. dated from November 1996 to March 1998.
        - Backing lot landscaping and masonry wall on the south side of Garaventa Ranch Road and on the west side of Garaventa Ranch Road from the west end of Lot 55, Tract 6433, to the south end of Lot 84, Tract 6433. Entry median-island at Garaventa Ranch Road.
        - Entry monument features and landscaping at the northeast corner of Vasco Road and Garaventa Ranch Road.
        - Public landscaping as follows:
            - Backing lot landscaping and irrigation on the east side of Vasco Road from Garaventa Ranch Road to the north line of Parcel O.
            - All improvements in the access areas at the ends of cul-de-sacs including but not limited to: trees, turf, shrubs and all planting and ground cover, irrigation, 5-foot concrete walks connecting courts with Garaventa Ranch Road, concrete mow band, wood bench and masonry wall.
            - Backing lot landscaping, irrigation, and masonry wall on the north side of Garaventa Ranch Road from the southwest corner line of Lot 8, Tract 6941, to Hawk Street.
            - Backing lot landscaping, irrigation, and masonry wall on the east side of Garaventa Ranch Road from Altamont Creek Drive to the end of Garaventa Ranch Road also being the southwest corner of Lot 110, Tract 6943.

- **Landscape Maintenance District No. 815 (The Bluffs)**
  - Plans and specifications as delineated on the improvement plans for Tract 6696 prepared by Carlson, Barbee & Gibson and Thomas Baak Associates or as specified in the City of Livermore.
    - Backing lot landscaping and irrigation on Laughlin Road for Tract 6696 from the southerly tract boundary to the northerly tract boundary.
    - Median and entry landscaping at Bluffs Drive and Lake Drive.
    - Wall adjacent to Laughlin Road for Tract 6696 from the southerly tract boundary to the northerly tract boundary.
    - Landscaping within Parcel A of Tract 6696.

- **Landscape Maintenance District No. 817 (Lomitas/Evans)**
  - Plans and specifications for the improvements are those prepared for Tract 6986 by Earl E. Mason, Civil Engineer and Ralph Sherman, Landscape Architect, August, 1998.
    - Backing lot landscaping on the north side of Dalton Avenue for Lots 1 through 12 and 78.
    - Landscaping and irrigation on the north side of Lomitas Avenue, approximately 600 feet long, east of Evans Street.
    - Masonry wall along the north side of Lomitas Avenue, from Evans Street to the eastern boundary of Tract 6986, approximately 600 feet long.

- **Landscape Maintenance District No. 818 (Airport Business Park #2)**
  - Plans and specifications for the improvements are those prepared for Tract 6889 by Robert Bein, William Frost and Associates. Landscaping:
    - Within a 25-foot wide strip within Lots 3 and 15 as shown on Tract Map 6889 and labeled “25’ LME”.
    - Between the face of curb and the 4-foot to 8-foot high wall along the eastern side of Stealth Street within Parcel A.
    - Between the back of walk and westerly right-of-way of Stealth Street, between the northern property line of Lot 11 and Sonic Avenue.
    - Within a strip of varied width along Jack London Boulevard adjacent to Lots 1,2 and 3, as shown on Tract Map 6889 and labeled “6’ LME”, “16’ LME” and “26’ LME”.
      - Irrigation included within this landscaping area as well.
    - Within a 35-foot strip of land between said 25’ LME and the east wall across from Lot 15.
  - Path and sound wall along the east side of Stealth Street from East Jack London Boulevard to the northerly district boundary.
  - Sound wall along the north side of East Jack London Boulevard from the westerly district boundary to Stealth Street.

- **Landscape Maintenance District No. 819 (Vintner Place)**
  - Plans and specifications for the improvements are those prepared for Tract

6980 by Al Pascual & Associates, dated September, 1998.
    - Wall along the easterly tract boundary from College Avenue to the southerly tract boundary.
    - Landscaping and irrigation within Parcel A of Tract 6980.

- **Landscape Maintenance District No. 820 (Arroyo Road/Lomitas Avenue)**
  - Plans and specifications for the improvements are those prepared for Tract 7020 by Al Pascual & Associated dated March, 1998.
    - Landscaping on Arroyo Road for Tract 7020 from the northerly tract boundary to Lomitas Avenue.
    - A 15-foot wide landscaping and irrigation along Lomitas Avenue frontage.
    - The masonry wall adjacent to Arroyo Road for Tract 7020 from the northerly tract boundary to Lomitas Avenue.

- **Landscape Maintenance District No. 821 (Shea Business Center)**
  - Plans and specifications for the improvements are those prepared for Parcel Map 7341 (Phase 1) by MacKay & Somps, dated September 1999.
    - Median landscaping in Portola Avenue between Collier Canyon Road and the end of Phase One.
    - Median landscaping in Portola Avenue for Phase Two area.
    - Decorative paving within the Phase Two median of Portola Avenue.

- **Landscape Maintenance District No. 822 (Prima)**
  - Plans and specifications for the improvements are those prepared for Tract 7087 by Mel Lee Associates, dated February 28, 2000.
    - Backing lot landscaping and irrigation on Concannon Boulevard for Tract 7087 from the westerly tract boundary to the easterly tract boundary.
    - Backing lot landscaping and irrigation on Isabel Avenue for Tract 7087 from the southerly tract boundary to the northerly tract boundary.
    - Median and entry landscaping and irrigation located at Concannon Boulevard and Prima Drive.
    - Median landscaping and irrigation located at the intersection of Prima Drive and Acorn Way.
    - Median landscaping and irrigation located near the intersection of Acorn Way and Cascina Court.
    - Wall and masonry rock walls adjacent to Concannon Boulevard and Isabel Avenue running from the Northeastern corner of Tract 7087 to the Southwestern corner of Tract 7087.
    - Entry sign at the southeast corner of Concannon Boulevard and Isabel Avenue.
    - Decorative paving located at the intersection of Prima Drive and Concannon Boulevard and Prima Drive and Acorn Way.
    - Median entry decorative fencing, columns and low rock walls located at the intersection of Prima Drive and Concannon Boulevard.

- **Landscape Maintenance District No. 823 (Dunsmuir)**
  - Plans & specifications for the improvements are those prepared for Tract 6989, 7116 Lindenwood, 7116 South Vasco, 7280, 7331, 7333, 7375, 7404, 7443 & 7444 prepared by Carlson, Barbee & Gibson, Inc., Meridian Associates, Inc., and Guzzardo &Associates Inc. Plans and specifications and the assessment diagram have been filed separately with the legislative body and are incorporated in this Report by reference.
  - Improvements, which are the subject of this report, are briefly described as any or all of the following:
    - The installation, maintenance and operation to include repair, replacement and servicing of street trees, shrubs, plantings and irrigation systems together with earth berms, slopes, curbs, root deflectors, decorative paving, masonry walls and concrete or wood appurtenances, all as delineated on the improvement plans for the above referenced tracts or as specified in the City of Livermore standard details and specifications and further described as:

      <u>Subdivision 6989</u>
      - Median landscaping and irrigation within public rights of way of Maintenance District No. 823 (Carnegie Way, Maybeck Lane, Hill Circle).
      - Landscaping and irrigation within Parcels A, C, and E, and H as shown on Tract Map 6989, Charlotte Way Landscaping and Median Island Landscaping within Maintenance District No. 823.
      - Swale landscaping on the west side of Carnegie Loop adjacent to open space within Maintenance District No. 823.
      - Landscaping on the north and south sides of Carnegie Way between the back of curb and sidewalk and swale landscaping adjacent to the northwest side of Parcel E.
      - Split-rail fencing adjacent to open space along the south side of Lawson Circle and along the west side of Carnegie Loop.
      - Pedestrian path within Parcels B of Tract 7116 and Parcel B as shown on Tract Map 6989.
      - Split-rail fencing, landscaping, and irrigation adjacent to East Avenue (west of Charlotte Way) and Parcels A, B, and H as shown on the Improvement Plans for Tract Map 6989 within Maintenance District No. 823.

      <u>Subdivision 7116 Lindenwood</u>
      - Median landscaping and irrigation within public rights of way along Charlotte Way from Flagg Lane to South Vasco Road.
      - Landscaping along the south side of Rees Circle.
      - Landscaping and irrigation within Parcels A, B, and E as shown on Tract Map 7116, which includes Charlotte Way E. side frontage, and the East Side Trail.

- Landscaping and irrigation between the sidewalk and curb on the west side and south side of Charlotte Way from Flagg Lane south to South Vasco Road.
- Landscaping and irrigation between the sidewalk and curb on the eastside of Charlotte Way from Flagg Lane south to South Vasco Road.

Subdivision 7116 South Vasco

- Landscaping and irrigation within public rights of way on the West side of South Vasco Road from Tesla Road to East Avenue.

Subdivision 7280

- Swale landscaping on the south side of Lawson Circle adjacent to open space within Maintenance District No. 823.

Subdivision 7331

- Median landscaping within public rights of way of Maintenance District No. 823 (Senger Way, Elston Way).
- Landscaping within Parcels A & B as shown on Tract Map 7331, which is landscaping behind sidewalk along the north side of Charlotte Way.
- Landscaping adjacent to Elston Street and Charlotte Way within Parcel C as shown on Tract Map 7331.
- Split-rail fencing adjacent to the Vineyard (Parcel C of Tract 7331).

Subdivision 7333

- Landscaping within Parcels A & B as shown on Tract Map 7333, west side of Vasco Road.
- Split-rail fencing adjacent to Parcels A & B of Tract 7333.
- Landscaping and irrigation within Parcel C as shown on Tract Map 7333, which is a buffer between Robinson Circle and Decker Lane.

Subdivision 7375

- Median landscaping and irrigation within public rights of way of Maintenance District No. 823 (Tilden Way).
- Swale landscaping on the north side of Moreland Way (or Tufts Way) adjacent to open space within Maintenance District No. 823.
- Landscaping and irrigation between the sidewalk and curb on the north side of Charlotte Way (Parcel D).
- Landscaping and irrigation between the sidewalk and curb on the south side of Charlotte Way (Parcels E & F).
- Landscaping and irrigation within Parcels A & B as shown on

Tract Map 7375, which is behind the sidewalk along the north side of Charlotte Way.

Subdivision 7404

- Median landscaping and irrigation within public rights of way of Maintenance District No. 823 (Kellog Loop (or Tilden Way), Kellog Court, and Kellog Place).
- Landscaping and irrigation within Parcels A & B as shown on Tract Map 7404, which is behind the sidewalk along the south side of Charlotte Way.
- Landscaping, irrigation, and split-rail fencing within Lot D as shown on Tract Map 7404.
- Split-rail fencing behind Parcel B and Kellog Court.
- Future public landscaping and special amenities on Tentative Tract Map 6989 within Maintenance District No. 823.

Subdivision 7443

- Median landscaping and irrigation within public rights of way of Maintenance District No. 823 (Flagg Lane, Stockton Loop).
- Landscaping and irrigation within Parcel C as shown on Tract Map 7443, which is entry landscaping along Stockton Loop.
- Swale landscaping on the west side of Stockton Loop adjacent to open space within Maintenance District No. 823.
- Swale landscaping on the north side of Flagg Lane adjacent to open space within Maintenance District No. 823.
- Landscaping and irrigation within Parcel B as shown on Tract Map 7443, which is behind sidewalk along the west side of Charlotte Way.

Subdivision 7444

- Median landscaping and irrigation within public rights of way of Maintenance District No. 823 (McLarren Court and Thomas Court).
- Landscaping, irrigation, and split-rail fencing at the south end of McLarren Court and Thomas Court.
- Landscaping on the south side of Cooper Circle adjacent to Lots 39 & 48.
- Landscaping on the south and east side of White Crane Circle within Lots B & C of Tract 7444.
- Landscaping on the south side of Gates Circle heading north to the east side of Gates Circle.

- **Landscape Maintenance District No. 824 (Vintner Estates)**
  - Plans and specifications for the improvements are those prepared for Tract 7080 by Cunha Engineering, dated June 1999.
    - Landscaping and irrigation on the west side of Almond Avenue along

Tract 7080 frontage.
    - Pilasters, split rail fencing and entry wall on the west side of Almond Avenue along Tract 7080 frontage.
    - Landscaping within the islands on Country Lane.
    - Decorative concrete paving at Country Lane entrance to Almond Avenue.

- **Landscape Maintenance District No. 826 (Park Lane)**
  - Plans and specifications for the improvements are those prepared for Tract 7086 by Carlson, Barbee & Gibson, Inc., dated June 1, 1999.
    - Backing lot landscaping and wall on Vasco Road for Tract 7086 from the southerly tract boundary to the northerly tract boundary.
    - Landscaping, irrigation, and open-rail fence/wall on Scenic Avenue for Tract 7086 from the east tract boundary to the west tract boundary.
    - Landscaping, irrigation, entry monument, and special amenities within Parcel A of Tract 7086.

- **Landscape Maintenance District No. 827 (Kristopher Ranch)**
  - Plans and specifications for the improvements are those prepared for Tracts 7088, 7089, 7101, 7121, 7122, 7123, 7234, 7165, & 7247 by Carlson, Barbee & Gibson.
    - Backing lot landscaping and irrigation on Holmes Street/Vallecitos Road for Tentative Tract 7088 from the southerly tract boundary to the northerly tract boundary.
    - Traffic circle, entry landscaping, irrigation, entry monument, and decorative concrete paving at Lexington Way and Holmes Street.
    - Wall adjacent to Holmes Street/Vallecitos Road for Tentative Tract 7088 from the southerly tract boundary to the northerly tract boundary.
    - Median island landscaping and irrigation on San Marco Street, Capella Road, Allegro Street, Trinity Hills Lane as shown on Tentative Tract 7089.
    - Entry sign at the Capella Road entrance to Alden Lane.
    - Public landscaping and irrigation adjacent to the southern side of Siena Road and Traviso Circle.

- **Landscape Maintenance District No. 828 (Scenic Meadows)**
  - Plans and specifications for the improvements are those prepared for Tract 7105 by David Evans and Associates, Inc., dated March 1999.
    - Landscaping and irrigation on the east and west sides of Garaventa Ranch road from Village Drive and El Capitan Drive to northern tract boundary measured from the back of sidewalk to the masonry wall.
    - Masonry walls on the east and west sides of Garaventa Ranch road from Village Drive and El Capitan Drive to northern tract boundary.
    - Landscaping on the northeast corner of Garaventa Ranch Road and El Capitan Drive bounded by the curb, sidewalk, and access ramp.

- **Landscape Maintenance District No. 829 (Larry's Place)**
  - Plans and specifications for the improvements are those prepared for Parcel Map 7210 by Earl E. Mason, dated 7/18/99.
    - Backing lot landscaping and irrigation on the southside of Concannon Blvd. for Parcel Map 7210 from the easterly tract boundary to the westerly tract boundary.
    - Wall adjacent to Concannon Blvd. for Parcel Map 7210 from the East tract boundary to the east side of Larry's Place.
    - Landscaping and irrigation on the west side of Larry's Place.

- **Landscape Maintenance District No. 830 (Vinsanto)**
  - Plans and specifications for the improvements are those prepared for Tentative Tract 7038, 7384, 7412 by Ruggeri-Jensen-Azar & Associates.
    - Median and entry landscaping on San Vicente Drive.
    - Split-rail fencing at the San Vicente Drive entrance to Concannon Boulevard.
    - Median landscaping and irrigation on Calibria Drive.
    - Island landscaping and irrigation on Montarossa Court.
    - Landscaping along the south side of Robertson Park Road between the Vinsanto Trail outlet and Santa Croce Court.
    - Landscaping and irrigation adjacent to the Vinsanto Trail on San Vicente Drive and Lucca Circle.
    - Landscaping and irrigation at the northern end of Santa Croce Court, Mezzamonte Court, and Autinori Court.
    - Landscaping, irrigation, and split-rail fencing along the east side of Mezzamonte Drive.
    - Landscaping and split-rail fencing along the east side of Francesco Court.
    - Pedestrian path between Calibria Court and Louvre Lane.
    - Median landscaping, entry landscaping, irrigation, and split-rail fencing on Caldeira Drive.
    - Island landscaping on San Minete Drive, Santa Croce Drive, Mezzamonte Drive, Mezzamonte Court, Autinori Court, Francesco Court and Vernazza Drive.

- **Landscape Maintenance District No. 831 (Sevillano)**
  - Plans and specifications for the improvements are those prepared for Tentative Tract 7071 by Ruggeri-Jensen-Azar & Associates dated December 25, 2000.
    - Entry median, landscaping, and irrigation on Ascalano Lane off Arroyo Road for Tentative Tract 7071 from the west tract boundary to Mission Lane.
    - Farm court median landscaping and irrigation for Leccino Ct., Minerva Ct., and Barouni Ct.
    - Median island in Pendolino Lane.
    - Split-rail fencing adjacent to open space within Maintenance District No. 831.

        - Public landscaping, irrigation, and special amenities in Tract 7071 within Maintenance District No. 831.

- **Landscape Maintenance District No. 832 (California Nugget II)**
    - Plans and specifications for the improvements are those prepared for Tract 6808 by David Evans and Associates, Inc., dated February 2000.
        - 7/18 of the landscaping, irrigation, and sidewalk within Parcel A of Tract 6741 located on the north side of Shawna Street will be applied to Maintenance District No. 832 (California Nugget II) (7,100 s.f. x 7/18= 2,761 s.f.). 11/18 of the landscaping within Parcel A of Tract 6741 will be applied to Landscape and Lighting District No. 2 Zone No. 1994-6 (California Nugget I) (7,100 s.f. x 11/18= 4,339 s.f.).
        - 7/18 of 75% of the landscaping on the northerly slope of North Mines Road from the southwest corner of Lot 1 of Tract 6808 to the northwest corner of Parcel A of Tract 6808 will be applied to Maintenance District No. 832 (California Nugget II) (7/18 x .75 x 25,000 s.f. = 7,292 s.f.). 11/18 of 75% of the landscaping on the northerly slope of North Mines Road will be applied to Landscape and Lighting District No. 2 Zone No. 1994-6 (California Nugget I) (11/18 x .75 x 25,000 s.f. = 11,458 s.f.). The maintenance of the remaining 25% of the landscaping on the northerly slope of North Mines Road will be paid for by the City of Livermore (.25 x 25,000 s.f.= 6,250 s.f.).
        - 7/18 of the masonry wall 5’ concrete sidewalk and entry monument on Shawna Street.
        - 7/18 of the masonry wall on North Mines Road.

- **Landscape Maintenance District No. 833 (Creekside)**
    - Plans and specifications for the improvements are those prepared for Tract 7081 by John Nicol and Associates, Inc., dated July 7, 2000.
        - Backing lot landscaping and irrigation on Herman Ave from northerly tract boundary to Northfront Road.
        - Entry landscaping and decorative paving at Rubicon Way and Herman Way.
        - Masonry Wall on Herman Ave from Lot 8 to Lot 99.
        - Landscaping and irrigation within the full width of the Big Basin Emergency Vehicle Access.
        - Landscaping and irrigation within Parcel B of Tract 7081.

- **Landscape Maintenance District No. 835 (Ashford Renaissance)**
    - Plans and specifications for the improvements are those prepared for Tract 7188 by Cunha Engineering, dated February 1, 2001.
        - Backing landscaping and irrigation on the north side of Northfront Road and the east side of Central Avenue along the Tract 7188 frontage.
        - Decorative arbors on the east side of Central Avenue.
        - Landscaping on the northwest corner of the intersection of Central

Avenue and Northfront Road.
- Wall on the north side of Northfront Road and the east side of Central Avenue along the Tract 7188 frontage.

- **Landscape Maintenance District No. 836 (Legacy)**
  - Plans and specifications for the improvements are those prepared for Tract 7189 by Cunha Engineering, dated February 1, 2001.
    - Landscaping and irrigation on the north side of Patterson Pass Road and the east side of North Mines Road along the Tract 7189 frontage.
    - Wall on the north side of Patterson Pass Road and the east side of North Mines Road along Tract 7189 frontage.
    - Decorative concrete paving at Patterson Pass Road entrance to Kyle Common within the public right-of-way.

- **Landscape Maintenance District No. 837 (Los Olivos)**
  - Improvement Plans prepared for Wetmore Road, Tracts 7171, 7202, 7082, 7291, 7343, 7506, 7507, 7508 prepared by Ruggeri-Jensen-Azar & Associates and by Gates and Associates.

    <u>Wetmore Road</u>
    - Median landscaping, entry landscaping, and irrigation on Wetmore Road, Holmes Street, and Vallecitos Road.

    <u>Tract 7171 - Los Olivos</u>
    - Median landscaping, entry landscaping, irrigation, and split-rail fencing on Hansen Road.
    - Landscaping and irrigation on Arroyo Road adjacent to the Hansen Road entrance.
    - Entry landscaping, split-rail fencing, and monuments on Talinga Drive.
    - Median islands on Lusitana Drive, Bertolli Drive, Talinga Drive, Verdala Drive, and Lerida Court.
    - Irrigation on the Lerida Court median.
    - Earth swales and landscape strips adjacent to open space only on Hansen Road.
    - Park and playground on Parcel A of Tentative Tract 7171.

    <u>Tract 7082 - Twin Oak Estates</u>
    - Median landscaping on Hansen Road.
    - Earth swales and landscape strips adjacent to open space only on Hansen Road.
    - Open space within Parcel D of Tentative Tract 7082.

    <u>Tracts 7202, 7506, 7507, 7508 - The Corners</u>
    - Landscaping, irrigation, earth swales, and split-rail fencing adjacent to open space, on Hansen Road, and on Lagiss Drive.
    - Landscaping and split-rail fencing on Wetmore Road adjacent to the

Lagiss Drive entrance.
- Decorative entry walls at the Lagiss Drive entrance to Wetmore Road.
- Open space and landscaping within Parcel B of Tentative Tract 7202.
- Landscaping adjacent to Parcel D of Tentative Tract 7202.
- Median island landscaping within Tentative Tract 7202.

Tract 7291
- Landscaping and irrigation within open space adjacent to Vallecitos Road.
- Earth swales landscaping strips, and irrigation along Wetmore Road.
- Median landscaping and irrigation on Wetmore Road.
- Earth swales and landscaping outside Livermore Area Recreation and Park District ("LARPD") trail easement on Holmes Street.
- Landscaping within open space between Wetmore Road and Holmes Street.

- **Landscape Maintenance District No. 838 (Ponderosa - Legacy)**
  - Plans and specifications for the improvements are those improvement plans for Tract 7119, 7310, & 7178 prepared by Ruggeri-Jensen-Azar & Associates and those landscape plans prepared by Gates & Associates.
    - Entry landscaping, median landscaping, and decorative entry wall on Hansen Road.
    - Parkways with earth swale and landscaping, including areas adjacent to open space and park.
    - Wooden split-rail fencing adjacent to open space.
    - All landscaping, irrigation, sidewalk, benches, gazebo, decorative paving, and all park appurtenances within Parcel E Tentative Tract 7119.
    - Public landscaping and irrigation in Tract 7178, including, but not limited, to median islands, farm compound islands, parkways with earth swales and landscaping adjacent to open spaces.

- **Landscape Maintenance District No. 839 (Reserves)**
  - Installation and maintenance, to include repair, replacement and servicing, of street trees, shrubs, plantings and irrigation systems, together with earth-berms, slopes, pathways, curbs, root deflectors, drainage systems including swales, fences, concrete or special pavement material, masonry walls, and concrete or wood appurtenances all as delineated on the improvement plans for Tract 7195 – The Reserve prepared by Milani & Associates or as specified in the City of Livermore, Community Development Department, Engineering Division Standard Details and Specifications and further described as:
    - Backing lot landscaping and irrigation on North Livermore Avenue for Tract 7195 - The Reserve, from the southerly tract boundary to the northerly tract boundary.
    - Backing lot landscaping on Cromwell Avenue for Tract 7195 - The

Reserve, from the westerly limits of Cromwell Way, a public street, to the easterly tract boundary.
    - Wall adjacent to North Livermore Avenue for Tract 7195 – The Reserve, from the southerly tract boundary to the northerly tract boundary and Cromwell Way from the westerly end of the public street, Cromwell Way, to the easterly tract boundary.

- **Landscape Maintenance District No. 840 (Birchwood)**
  - Installation and maintenance, to include repair, replacement and servicing, of street trees, shrubs, plantings and irrigation systems, together with earth-berms, slopes, pathways, curbs, root deflectors, drainage systems including swales, fences, concrete or special pavement material, masonry walls, and concrete or wood appurtenances all as delineated on the improvement plans for Tract 7203 – The Reserve, prepared by Milani & Associates or as specified in the City of Livermore Community Development Department, Engineering Division Standard Details and Specifications and further described as:
    - Landscaping, irrigation, and concrete sidewalks adjacent to East Avenue and South Vasco Road within the public right-of-way and within Parcels A and B within Tract 7203.
    - Masonry wall adjacent to East Avenue and South Vasco Road on Parcels A and B within Tract 7203.
  - Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

- **Landscape Maintenance District No. 841 (Vineyard Gates I)**
  - Installation and maintenance, to include repair, replacement and servicing, of street trees, shrubs, plantings and irrigation systems, together with earth-berms, slopes, pathways, curbs, root deflectors, drainage systems including swales, fences, concrete or special pavement material, masonry walls, and concrete or wood appurtenances all as delineated on the improvement plans for Tract 7164 prepared by Milani & Associates and Anthony M. Guzzardo & Associates or as specified in the City of Livermore Community Development Department, Engineering Division Standard Details and Specifications and further described as:
    - Median and entry landscaping and irrigation within the public right-of-way of Tentative Tract 7164.
    - Swale and parkway landscaping and irrigation on Oakville Lane adjacent to open space only within Tract 7164.
    - Split rail fencing adjacent to open space.
    - Public landscaping along the future extension of Oakville Lane within Tentative Tract 7164.
    - Median landscaping, irrigation, and benches within the future development areas within Tentative Tract 7164.
    - Future swale and parkway landscaping within Tentative Tract 7164 (between the sidewalk and the back of the curb) which is not

contiguous to a residential lot.
    - Future park landscaping within Phase II of Tentative Tract 7164.
    - Future landscape buffer within Phase II of Tentative Tract 7164.
  - Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

- **Landscape Maintenance District No. 842 (Lennox)**
  - Plans and specifications for the improvements are those prepared for Tract 7290 by Thomas S. Plummer, P.E., dated November 2001.
    - Landscaping and irrigation on the east side and at the southern end of Lennox Court within Parcel A, the southeastern corner of Lot 1, and the median island in Lennox Court.
    - The wrought iron fence and rock pilasters along on the east side and at the southern end of Lennox Court along the Tract 7290 boundary.
    - Decorative stamped concrete on Lennox Lane at the entry to Tract 7290.

- **Landscape Maintenance District No. 843 (Parkside Tiffany Collection)**
  - Plans and specifications for the improvements are those prepared for Tract 7289 by Associated Professions, Inc.
    - Landscaping and irrigation on the east side of Parkside Court, parcels A, B, C, and D of Tract 7289.
    - The concrete wall along on the eastside of Parkside Court, along the east of Tract 7289 boundary.
    - The arbors in Parcels A and B and decorative concrete at the entrance to Parkside Court.

- **Landscape Maintenance District No. 844 (Cornerstone)**
  - Installation and maintenance, to include repair, replacement and servicing, of street trees, shrubs, plantings and irrigation systems, together with earth-berms, slopes, pathways, curbs, root deflectors, drainage systems including swales, fences, concrete or special pavement material, masonry walls, and concrete or wood appurtenances all as delineated on the improvement plans for Tract 7125 – Cornerstone, prepared by Carlson Barbee & Gibson and Bradanini & Associates or as specified in the City of Livermore Community Development Department, Engineering Division Standard Details and Specifications and further described as:
    - Landscaping and irrigation adjacent to Stanley Boulevard, Murdell Lane and Albert Way.
    - Masonry wall adjacent to Stanley Boulevard, Murdell Lane and Albert Way.
    - Monument at the southeast corner of Stanley Boulevard and Murdell Lane.
    - Decorative paving at the Cornerstone Common entrance to Albert Way.
    - Concrete path connecting Stanley Boulevard to Sandstone

Common.

- Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

- **Landscape Maintenance District No. 845 (Alden Lane Estates)**
  - Plans and specifications for the improvements are those prepared by Carlson, Barbee & Gibson for Tract 7345.
    - Backing lot landscaping on Holmes Street for Tract 7345 from the southerly tract boundary to the northerly tract boundary.
    - Wall adjacent to Holmes Street for Tract 7345 from the southerly tract boundary to the northerly tract boundary.
    - Landscaping within Parcel A of Tract 7345.

- **Landscape Maintenance District No. 846 (Rosegate)**
  - Plans and specifications for the improvements are those prepared by Carlson, Barbee & Gibson for Tract 7330.
    - Landscaping, irrigation, and concrete sidewalks adjacent to Scenic Avenue, within Parcel C, as shown on Tract Map 7330 within Maintenance District No. -846.
    - Masonry wall adjacent to Scenic Avenue.

- **Landscape Maintenance District No. 847 (Creekside Villas)**
  - Plans and specifications for the improvements are those prepared by John Nicol and Associates, Inc. and by David Evans and Associates, Inc. for Parcel Map 7941.
    - Entry landscaping and irrigation at Vasco Road and Forget-Me-Not Common.
    - Masonry wall along Vasco Road adjacent to Parcel Map 7941.
    - Landscaping and irrigation along the east side of the Vasco Road right of way adjacent to Parcel Map 7941 within the landscape easement.
    - Decorative crosswalk paving within the Vasco Road right of way at the entrance to Forget-Me-Not Common.
    - Path connecting Vasco Road to the properties within Parcel Map 7941.

- **Landscape Maintenance District No. 848 (Scenic 7 Hills)**
  - Plans and specifications for the improvements are those prepared by Cunha Engineering, Inc. for Tract 7392.
    - Backing lot landscaping on Vasco Road for Tract 7392 from the southerly tract boundary to the northerly tract boundary.
    - Backing lot landscaping and irrigation on Scenic Avenue for Tract 7392 from the easterly tract boundary to the westerly tract boundary.
    - Wall adjacent to Vasco Road for Tract 7392 from the southerly tract boundary to the northerly tract boundary.
    - Wall adjacent to Scenic Avenue for Tract 7392 from the easterly tract

boundary to the westerly tract boundary
    - Landscaping within the islands on Baltusrol Court, Winged Foot Court, and Riviera Court.

- **Landscape Maintenance District No. 849 (Habitat for Humanity)**
  - Plans and specifications for the improvements are those prepared by Luk and Associates, for Tract 7403.
    - Landscaping, irrigation, and masonry wall within Parcel A of Tract 7403.
    - Island median at bulb of Freeda Court.

- **Landscape Maintenance District No. 850 (Arroyo Plaza II)**
  - Plans and specifications for the improvements are those prepared for Parcel Map 7914 by MacKay & Somps, dated August 2002.
    - Maintenance, operation, repair and replacement of the parcel map's public multi-use trail and any landscaping and irrigation within and adjacent to the twenty foot trail corridor.

- **Landscape Maintenance District No. 851 (L St. Traffic Calming)**
  - Plans and specifications for the improvements are those prepared by City staff for the traffic circle at South L Street and Sixth Street intersection. These improvements generally include a traffic circle, traffic signage, lighting, and landscaping.

- **Landscape Maintenance District No. 852 (Vineyard Gate 2)**
  - Plans and specifications for the improvements are those prepared by Carlson, Barbee & Gibson, Inc. and Anthony M. Guzzardo & Associates, Inc. for Tract 7167.
    - Landscaping, irrigation, and sidewalks on both sides of Rutherford Lane from Vasco Road up to, and including, the emergency vehicle access adjacent to Lot 20 on the north side of Rutherford Lane and up to Lot 1 on the south side of Rutherford Lane as shown on Tract 7167 within Maintenance District No. 852.
    - Median landscaping, irrigation, and benches within public rights of way of Maintenance District No. 852.
    - Swale landscaping on both sides of Rutherford Lane between Vasco Road and Lot 20 on the north side of Rutherford Lane and between Vasco Road and Lot 1 on the south side of Rutherford Lane.
    - Landscaping adjacent to open space on Bella Oaks Court.
    - Split-rail fencing adjacent to open space along Rutherford Lane.

- **Landscape Maintenance District No. 853 (Ladera Estates)**
  - Plans and specifications for the improvements are those prepared by Carlson, Barbee & Gibson, Inc. and Rose & Associates, Inc. for Tract 7342.
    - Median landscaping, irrigation, and benches within public rights of way of Maintenance District No. 853.
    - Swale landscaping on Detert Street, Gillette Street, Gillette Court,

and Cowan Way adjacent to open space within Maintenance District No. 853.
- Split-rail fencing adjacent to open space along Bargemann Lane and Cowan Way.
- Concrete v-ditches within Parcel D, Parcel E and Parcel F, as shown on Tract Map 7342 within Maintenance District No. 853.
- Public landscape Parcel F as shown on Tract Map 7342 within Maintenance District No. 853.
- Public park Parcel D and Parcel H as shown on Tract Map 7342 within Maintenance District No. 853.
- Split-rail fencing, tables, and benches within Parcel H as shown on Tract Map 7342 within Maintenance District No. 853.

- **Landscape Maintenance District No. 854 (Northbrook Homes – The Grove)**
  - Plans and specifications for the improvements are those prepared by Ruggeri-Jensen-Azar & Associates for Tract 7421 and Tract 7552.

    <u>Subdivision 7421</u>
    - Median landscaping within Tentative Tract 7421.
    - Median landscaping at the intersection of Sonia Street and North Mines Road.
    - Play area and play equipment within the Lot C park area.
    - Pedestrian walkways and footbridges, benches, trash receptacles, recycling receptacles, recreation areas and decorative pedestrian lighting within Lots B and C.
    - Landscaping, irrigation, and sidewalk within Lots A, B, C and F.
    - Entry monument within Lot A.
    - EVA (emergency vehicle access) road and public access road, landscaping and irrigation and decorative pedestrian lighting within Lot D and the Hillcrest Avenue right-of-way area.

    <u>Subdivision 7552</u>
    - Landscaping, irrigation, and pedestrian lighting within Lot A.

    <u>Subdivision 7782</u>
    - Landscaping and irrigation within Lots A, B, and F.
    - Entry monument within Lot F.
    - Path within Lot C.
  - Wall along the northerly district boundary.

- **Landscape Maintenance District No. 855 (Oaks Business Park)**
  - Plans and specifications for the improvements are those prepared by Kier & Wright and Reed & Associates for Tract 7300.

    <u>Subdivision 7300</u>
    - Installation, maintenance and operation to include repair, replacement and servicing of street trees, shrubs, plantings and

irrigation systems together with earth berms, slopes, curbs, root deflectors, decorative paving, lighting, sidewalks and concrete or wood appurtenances, all as delineated on the improvement plans for Tract 7300 prepared by Kier & Wright and Reed & Associates or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:

- Median landscaping within public rights of way of Maintenance District No. 855
- Landscaping along Isabel Avenue western buffer strip.
- Multi-use trail, swale, landscaping, and irrigation along the south side of Jack London Boulevard within the trail and 35 foot landscape easement.
- Detention basin maintenance within Lot 9 as shown on the improvement plans for Tract Map 7300.
- Multi-use trail along the eastern side of Lot 9 as shown on improvement plans for Tract Map 7610.
- Multi-use trail between Lot 9 and Lot 7 as shown on the improvement plans for Tract Map 7300.

- Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

- **Landscape Maintenance District No. 857 (Shea Center)**
  - Plans and specifications for the improvements are those prepared by McKay & Somps for Tract 7610.

    <u>Subdivision 7610</u>
    - Installation, maintenance and operation to include repair, replacement and servicing of street trees, shrubs, plantings and irrigation systems together with earth berms, slopes, curbs, root deflectors, decorative paving, lighting, sidewalks and concrete or wood appurtenances, all as delineated on the improvement plans for Tract 7610 prepared by McKay and Somps or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:
      - Median landscaping within public right-of-way on Campus Hill Drive.
      - Median landscaping within public right-of-way on Portola Avenue east of Campus Hill Dr.
      - Cayetano Park area east of Campus Hill Drive (portion of the cost to maintain), including park amenities such as landscaping, benches, decorative paving, sculptures, walls, play areas, sports facilities, seating areas.
      - Trail along Campus Hill Drive and adjacent to the northern property line of Tract 7610.

        - Irrigation along west side of Campus Hill Drive.
        - Future landscaping and special amenities installed with the future residential development east of future Isabel Avenue and south of Portola Avenue which includes additional medians on Portola Avenue east of Isabel Avenue and a multi-use trail from Collier Canyon Creek to just south of the Portola overcrossing.
    - Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

- **Landscape Maintenance District No. 858 (Arroyo Crossings)**
    - Plans and specifications for the improvements are those prepared by McKay & Somps for Tract 7561.

      <u>Subdivision 7561</u>
        - Installation, maintenance and operation to include repair, replacement and servicing of trees, shrubs, plantings and irrigation systems, and a tot lot together with median swales, AC paving pathway, concrete pathway and other appurtenances, all as delineated on the improvement plans for Tract 7561 prepared by Ruggeri-Jenson-Azar & Associates and Ripley Design Group or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:
            - All landscaping and concrete pedestrian pathway within Parcel A and the public pedestrian access easement in Lot A within Tract 7561.
            - All landscaping and swales within the medians along Rivers Bend Circle.
            - All landscaping, irrigation, and the masonry wall with entry features along Arroyo Road within Parcels B and C of Tract 7561.
            - All landscaping on the Livermore Area Recreation and Parks District ("LARPD") property along the south side of Robertson Park Road and the eastern boundary of Tract 7561.
            - AC pedestrian pathway and landscaping on the Livermore Area Recreation and Parks District ("LARPD") property along the north side of Robertson Park Road from Arroyo Road to the Public Pedestrian Access Pathway.
            - Entry features at the entrance of Robertson Park Road on the Livermore Area Recreation and Parks District ("LARPD") property.
    - Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

- **Landscape Maintenance District No. 860 (Orchid Place)**
  - Plans and specifications for the improvements are those prepared by Alexander and Associates, Civil Engineers, for Tract 7428.

    Subdivision 7428
    - Installation, maintenance and operation to include repair, replacement and servicing of trees, shrubs, plantings and irrigation systems together with AC paving, pathways and other appurtenances, all as delineated on the improvement plans for Parcel Map 9189 prepared by Alexander & Associates or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:
      - Backing lot landscaping and irrigation on Vasco Road including the masonry wall, landscaping within Parcel A and the multi-use trail.
  - Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

- **Landscape Maintenance District No. 861 (Kohl's)**
  - Plans and specifications for the improvements are those prepared by Kier and Wright, Civil Engineers, for Parcel Map 9189.

    Subdivision 9189
    - Installation, maintenance and operation to include repair, replacement and servicing of trees, shrubs, plantings and irrigation systems together with earth berms , slopes, curbs, root deflectors, decorative paving, lighting, sidewalks and concrete and wood appurtenances, all as delineated on the improvement plans for Parcel Map 9189 prepared by Kier & Wright and Reed & Associates or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:
      - Multi-use trail and landscaping and irrigation along the north side of Parcel Map 9189 within the 20.5 foot trail and creek buffer zone as shown within the improvement plans for Parcel Map 9189.
      - Wood rail fence along the southern edge of the multi-use trail and the wire mesh "view" fence along the northern edge of the multi-use trail
      - Seating area including the stamped concrete path, drinking fountain, and benches.
  - Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

- **Landscape Maintenance District No. 862 (Magnolia Place)**
  - Plans and specifications for the improvements are those prepared by Kier and Wright, Civil Engineers, for Parcel Map 9189

    Subdivision 8061
    - Installation, maintenance and operation to include repair, replacement and servicing of trees, shrubs, plantings and irrigation systems together with earth berms , slopes, curbs, root deflectors, masonry walls and concrete or wood appurtenances, all as delineated on the improvement plans for Tract 8061 prepared by MacKay & Somps (Civil) and Gates & Associates (Landscape Architect) or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:
      - Backing lot landscaping, wrought iron fencing, and decorative columns on Central Avenue for Tract 8061 from the southerly tract boundary to the northerly tract boundary.
      - Frontage landscaping and irrigation adjacent to North Vasco Road for Tract 8061 from the southerly tract boundary to the northerly tract boundary.
      - Wall adjacent to North Vasco Road for Tract 8061 from the southerly tract boundary to the northerly tract boundary.
      - Concrete walkway in backing lot area adjacent to North Vasco Road for Tract 8061 from the southerly tract boundary to the northerly tract boundary.
  - Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

- **Landscape Maintenance District No. 863 (The Vines)**
  - Plans and specifications for the improvements are those prepared by MacKay & Somps (Civil) and Ripley Design (Landscape Architect), for Tract 8195.
    - Installation, maintenance and operation to include repair, replacement and servicing of trees, shrubs, plantings and irrigation systems together with earth berms , slopes, curbs, root deflectors, and concrete or wood appurtenances, all as delineated on the improvement plans for Tract 8195 prepared by MacKay & Somps (Civil) and Ripley Design (Landscape Architect) or as specified in the City of Livermore Community Development Department, Engineering Division standard details and specifications and further described as:
      - Backing lot landscaping along South Vasco Road from the southerly tract boundary to the northerly tract boundary.
      - Backing lot landscaping and irrigation along East Avenue from the westerly tract boundary to the easterly tract boundary.
      - Concrete walkway in backing lot landscaping along South

Vasco Road from the southerly tract boundary to the northerly tract boundary.

- Concrete walkway in backing lot landscaping along East Avenue from the westerly tract boundary to the easterly tract boundary.
- Monument sign, wine barrel and associated lighting at the northeasterly corner of the tract boundary.

- Together with any and all incidental expenses in connection therewith all as more particularly authorized pursuant to the Landscaping and Lighting Act of 1972.

Improvement diagrams have been prepared identifying all the improvements and areas that are to be maintained by the Districts. A copy of these diagrams is on file with the City Public Works Department.

PART B

ESTIMATE OF COST

The 1972 Act requires that a special fund be set up for the collection of revenues and expenditures of each District. The Act provides that the total cost of construction, operation, and maintenance and servicing of the public landscaping, street lighting, parks, trails, and open space improvements, etc. can be recovered by each District. Incidental expenses including administration of the Districts, engineering fees, legal fees and all other costs associated with the construction, operation and maintenance and servicing of the Districts can also be included.

Revenues collected from the assessments shall be used only for the types of expenditures represented above. A contribution to each District by the City may be made to reduce assessments as the City deems appropriate. Any balance remaining on July 1 at the end of the fiscal year must be carried over to the next fiscal year unless the funds are being accumulated for future capital improvements or operating reserves.

A summary of the estimated revenues and cost estimates for Fiscal Year 2024-25 is included herein. For a detailed breakdown of the revenues and cost estimates for each District please refer to both Appendix A in this report, and the City's budget for Fiscal Year 2024-25.

General definitions of words, phrases, and abbreviations shown on the "Fiscal Year 2024-25 Estimates of Cost" for each District in Appendix A follow.

Fiscal Year – One year period of time beginning July 1st of a given year and ending June 30th of the following year.

Personnel Costs – The estimated cost of labor and non-labor tasks along with materials necessary for maintaining and servicing the trees, shrubs, turf, and ground cover areas within the District.

Contract Services – The estimated cost of labor and non-labor tasks necessary for maintaining and servicing the trees, shrubs, turf, and ground cover areas within the District as provided by a contractor.

Maintenance Materials – The estimated cost of materials necessary for maintaining and servicing the trees, shrubs, turf, and ground cover areas within the Districts.

Irrigation Water – The cost of water used for irrigating the landscaping improvements of the Districts.

Electrical – The cost of electricity used to power irrigation controllers and lighting.

Phone – The cost of the service to have a phone connection to the irrigation controller from the City's central computer at the maintenance department.

Equipment Maintenance & Operation – The cost of materials and labor necessary for maintaining, repairing, and operating equipment/vehicles used for all aspects of maintenance in the Districts.

Equipment Purchase Repayment – One eighth of each District's share of the cost necessary to purchase and replace equipment/vehicles in the eighth year of maintenance. This dollar amount is based on the square footage of each District.

Program Administration – Direct and overhead costs of the City related to the administration of the Districts.

Alameda County Collection Charge – The service charge (currently 1.7%) that Alameda County charges for collecting the assessment revenue for the City.

Total Units – The total number of units to be assessed within the Districts based on the Method of Apportionment.

Assessment Per Parcel – The amount to be assessed on each unit within the Districts.

FY – Fiscal Year.

SF – Square Foot.

KSF – Thousand Square Feet.

C.P.I. – Consumer Price Index.

City of Livermore
Maintenance Assessment District
Fiscal Year 2024-25 Cost Estimate Summary

District	Zone	District Name	City Short Key	Projected 7/1/2024 Fund Balance	Revenue	Expense	Projected 6/30/2025 Fund Balance
Landscape and Lighting District No. 1	1989-1	Autumn Valley	900850	$101,264.86	$31,394.40	$20,026.22	$112,633.04
Landscape and Lighting District No. 1	1989-2	Stratford Park	900851	$351,299.87	$191,244.50	$150,440.02	$392,104.35
Landscape and Lighting District No. 1	1989-4	Amber Ridge	900853	$125,494.08	$192,328.52	$212,611.18	$105,211.42
Landscape and Lighting District No. 1	1990-1	Silver Oaks	900854	($25,481.94)	$3,679.80	$8,800.90	($30,603.04)
Landscape and Lighting District No. 1	1990-2	Monticello	900845	$52,523.00	$52,549.76	$46,910.58	$58,162.18
Landscape and Lighting District No. 2	1992-0	Portola Glen	900846	$361,423.51	$163,484.58	$132,149.08	$392,759.01
Landscape and Lighting District No. 2	1992-1	Scenic Arroyo Estates	900844	$53,633.18	$21,090.64	$16,821.40	$57,902.42
Landscape and Lighting District No. 2	1993-1	Tapestry	900646	$83,812.04	$69,795.12	$91,382.32	$62,224.84
Landscape and Lighting District No. 2	1993-2	Walmart	900770	$48,833.17	$1,945.68	$33.00	$50,745.85
Landscape and Lighting District No. 2	1994-1	Danbury	900644	$15,094.79	$15,620.38	$14,288.40	$16,426.77
Landscape and Lighting District No. 2	1994-2	Portola Meadows	900771	$107,844.11	$35,859.12	$34,974.66	$108,728.57
Landscape and Lighting District No. 2	1994-3	California Promenade I and II	900772	$160,211.90	$58,924.32	$45,559.84	$173,576.38
Landscape and Lighting District No. 2	1994-4	Windmill Springs	900773	$76,648.16	$19,200.96	$15,095.34	$80,753.78
Landscape and Lighting District No. 2	1994-6	California Nugget I	900778	$23,213.94	$9,922.88	$9,574.38	$23,562.44
Landscape and Lighting District No. 2	1994-7	Rincon Estates	900779	$21,199.99	$2,905.56	$2,389.32	$21,716.23
Landscape and Lighting District No. 2	1994-8	Hallmark Collection	900780	$13,526.03	$2,663.90	$2,351.04	$13,838.89
Landscape and Lighting District No. 2	1995-1	Orchard Business Park	900774	$111,454.63	$44,109.74	$32,427.60	$123,136.77
Landscape and Lighting District No. 2	1995-2	Sandhurst	900642	$27,301.87	$32,686.08	$26,792.18	$33,195.77
Landscape and Lighting District No. 2	1995-3	Jack London Place	900775	($32,303.49)	$2,886.24	$7,928.84	($37,346.09)
Landscape and Lighting District No. 2	1995-4	Airport Business #1	900781	$72,896.80	$33,323.40	$29,849.66	$76,370.54
Landscape and Lighting District No. 2	1995-6	Alden Estates	900777	$46,721.90	$13,236.40	$12,573.86	$47,384.44
Landscape and Lighting District No. 2	1995-7	Scenic Links	900782	$31,652.29	$7,693.86	$3,165.40	$36,180.75
Landscape and Lighting District No. 2	1996-1	Portola Collection	900784	$27,019.08	$11,050.74	$9,101.94	$28,967.88
Landscape and Lighting District No. 2	1996-2	Altamont #1	900785	$93,331.29	$18,878.40	$16,115.38	$96,094.31
Landscape and Lighting District No. 2	1996-3	Beck - Concannon Blvd/Murdell Lane	900786	$114,529.06	$29,260.14	$19,842.82	$123,946.38
Landscape and Lighting District No. 2	1996-5	Sterling Reserve 1	900787	$46,669.31	$10,107.00	$6,981.36	$49,794.95
Landscape and Lighting District No. 2	1996-6	Sterling Reserve 2	900793	$19,335.85	$3,841.20	$2,417.26	$20,759.79
Landscape and Lighting District No. 2	1996-7	Devon Place T-6801	900788	$6,072.36	$11,273.58	$11,129.34	$6,216.60
Landscape and Lighting District No. 2	1996-8	Maralisa I	900794	$60,140.69	$21,104.78	$20,310.62	$60,934.85
Landscape and Lighting District No. 2	1996-9	California Ranch	900795	($19,386.45)	$14,209.20	$20,364.02	($25,541.27)
Landscape and Lighting District No. 2	1997-2	California Mountain View - 1	900789	$17,144.70	$10,099.44	$7,420.28	$19,823.86
Landscape and Lighting District No. 2	1997-3	California Mountain View - 2	900790	$18,417.74	$5,904.00	$3,407.28	$20,914.46
Landscape and Lighting District No. 2	1997-4	National Drive	900796	$56,575.10	$13,189.30	$12,323.60	$57,440.80
Landscape and Lighting District No. 2	1997-5	Dover	900791	$69,247.67	$21,437.68	$17,324.88	$73,360.47
Maintenance District No. 801		Mt. Day	900752	$3,531.35	$3,860.04	$3,674.74	$3,716.65
Maintenance District No. 802		Lomitas/Ryan	900753	($77.67)	$4,033.32	$3,445.20	$510.45
Maintenance District No. 803		Ridgecrest	900754	$67,532.96	$38,991.42	$51,421.62	$55,102.76
Maintenance District No. 804		Sonterra	900755	$70,928.41	$17,866.10	$11,537.22	$77,257.29
Maintenance District No. 805		The Greens, Tournament	900748	$20,419.69	$3,808.28	$4,541.42	$19,686.55
Maintenance District No. 806		Saddleback	900756	$121,956.25	$40,709.76	$24,407.00	$138,259.01
Maintenance District No. 807		Altamar	900757	$98,477.65	$25,181.20	$18,016.16	$105,642.69
Maintenance District No. 808		Meadows	900758	$53,739.72	$11,769.24	$6,812.74	$58,696.22
Maintenance District No. 809		Capistrano	900759	$30,248.76	$2,567.28	$3,799.38	$29,016.66
Maintenance District No. 810		Contractor's Place T-7090	900797	$30,248.76	$14,178.70	$10,351.70	$34,075.76
Maintenance District No. 811		Altamont #2	900798	$77,173.83	$43,828.80	$38,504.52	$82,498.11
Maintenance District No. 813		Vintage Collection	900749	$46,924.96	$12,054.80	$9,024.32	$49,955.44
Maintenance District No. 814		Maralisa II	900800	$132,159.62	$57,906.20	$55,553.96	$134,511.86
Maintenance District No. 815		Bluffs	900766	$87,998.55	$31,903.56	$37,981.70	$81,920.41
Maintenance District No. 817		Lomitas/Evans	900767	$45,541.86	$8,331.20	$5,171.84	$48,701.22
Maintenance District No. 818		Airport Business Park Site #2	900723	$61,000.54	$35,089.10	$30,485.62	$65,604.02
Maintenance District No. 819		Vintner Place	900724	$30,684.72	$6,678.14	$2,757.14	$34,605.72
Maintenance District No. 820		Arroyo Road/Lomitas Avenue	900725	$29,944.38	$6,898.60	$5,090.92	$31,752.06
Maintenance District No. 821		Shea Business Center	900726	$9,220.72	$23,346.38	$26,529.08	$6,038.02
Maintenance District No. 822		Prima	900727	$242,186.53	$48,153.82	$23,497.12	$266,843.23
Maintenance District No. 823		Dunsmuir	900728	$1,024,543.89	$413,749.80	$404,727.72	$1,033,565.97
Maintenance District No. 824		Vintner Estates	900729	$30,697.12	$9,522.72	$8,037.94	$32,181.90
Maintenance District No. 826		Park Lane	900730	$107,820.17	$35,653.72	$31,276.42	$112,197.47
Maintenance District No. 827		Kristopher Ranch	900731	$610,334.37	$133,708.32	$105,389.42	$638,653.27
Maintenance District No. 828		Scenic Meadows	900732	$23,344.93	$5,141.84	$5,590.58	$22,896.19
Maintenance District No. 829		Larry's Place	900733	$30,802.10	$8,491.84	$6,143.64	$33,150.30
Maintenance District No. 830		Vinsanto	900734	$202,214.36	$66,543.12	$61,846.18	$206,911.30
Maintenance District No. 831		Sevillano	900735	($26,503.57)	$56,025.00	$73,350.78	($43,829.35)
Maintenance District No. 832		California Nugget II	900736	$39,902.79	$4,989.74	$3,020.00	$41,872.53
Maintenance District No. 833		Creekside	900737	$104,146.67	$34,209.28	$31,674.62	$106,681.33
Maintenance District No. 835		Ashford Renaissance	900739	$65,291.35	$15,578.68	$11,408.26	$69,461.77
Maintenance District No. 836		Legacy	900740	$26,053.40	$10,073.04	$5,477.30	$30,649.14
Maintenance District No. 837		Los Olivos	900741	$72,982.95	$212,446.02	$265,574.74	$19,854.23
Maintenance District No. 838		Ponderosa - Legacy	900742	$253,186.87	$94,309.84	$77,131.66	$270,365.05
Maintenance District No. 839		Reserves	900743	$64,910.88	$14,504.00	$9,831.70	$69,583.18
Maintenance District No. 840		Birchwood	900744	$101,953.38	$13,677.84	$5,827.90	$109,803.32
Maintenance District No. 841		Vineyard Gates I	900745	$46,610.67	$72,223.68	$74,494.54	$44,339.81
Maintenance District No. 842		Lennox	900746	$31,141.04	$5,637.00	$6,731.86	$30,046.18
Maintenance District No. 843		Parkside Tiffany Collection	900747	$41,619.83	$17,830.08	$14,723.50	$44,726.41
Maintenance District No. 844		Cornerstone	900901	($28,202.92)	$15,505.02	$20,484.06	($33,181.96)
Maintenance District No. 845		Alden Lane Estates	900903	$87,243.93	$23,888.50	$19,264.00	$91,868.43
Maintenance District No. 846		Rosegate	900904	$61,926.50	$5,827.50	$3,839.00	$63,915.00
Maintenance District No. 847		Creekside Villas	900905	$66,799.56	$5,224.64	$2,633.60	$69,390.60
Maintenance District No. 848		Scenic 7 Hills	900906	$61,177.00	$24,875.76	$24,326.20	$61,726.56
Maintenance District No. 849		Habitat for Humanity	900908	$44,252.69	$7,839.48	$7,688.92	$44,403.25
Maintenance District No. 850		Arroyo Plaza II	900902	$30,464.09	$10,013.94	$8,297.56	$32,180.47
Maintenance District No. 851		L St. Traffic Calming	900907	$20,443.99	$1,589.92	$699.82	$21,334.09
Maintenance District No. 852		Vineyard Gate 2	900909	$103,931.95	$31,270.00	$28,643.88	$106,558.07
Maintenance District No. 853		Ladera Estates	900910	$296,274.28	$96,756.88	$107,311.54	$285,719.62
Maintenance District No. 854		Northbrook Homes-The Grove	900911	$545,975.34	$152,880.80	$144,461.70	$554,394.44
Maintenance District No. 855		Oaks Business Park	900913	$568,395.29	$86,236.98	$46,432.54	$608,199.73
Maintenance District No. 857		Shea Center	900914	$317,726.52	$109,324.80	$131,246.08	$295,805.24
Maintenance District No. 858		Arroyo Crossings	900915	$370,634.35	$54,299.60	$50,125.78	$374,808.17
Maintenance District No. 860		Orchid Place	900918	$57,106.78	$9,262.30	$7,545.12	$58,823.96
Maintenance District No. 861		Kohls	900917	$77,412.97	$8,013.50	$6,401.26	$79,025.21
Maintenance District No. 862		Magnolia Place	900919	$100,683.01	$8,806.00	$8,912.98	$100,576.03
Maintenance District No. 863		The Vines	900920	$18,548.82	$19,108.04	$16,783.89	$20,872.97

The purpose of the fund balance carryover is to ensure the District will have funds available for cashflow purposes and to repair or reconstruct the improvements that are the responsibility of the District.

The Recommended Operating Reserve target is fifty percent (50%) of the projected expenditures. Maintaining a fully funded Operating Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Additionally, another purpose of collecting and holding funds is so that when improvements need to be replaced or expenditures are greater than can be conveniently raised from a single year's assessment, funds are available so that the District can respond and address the need promptly.

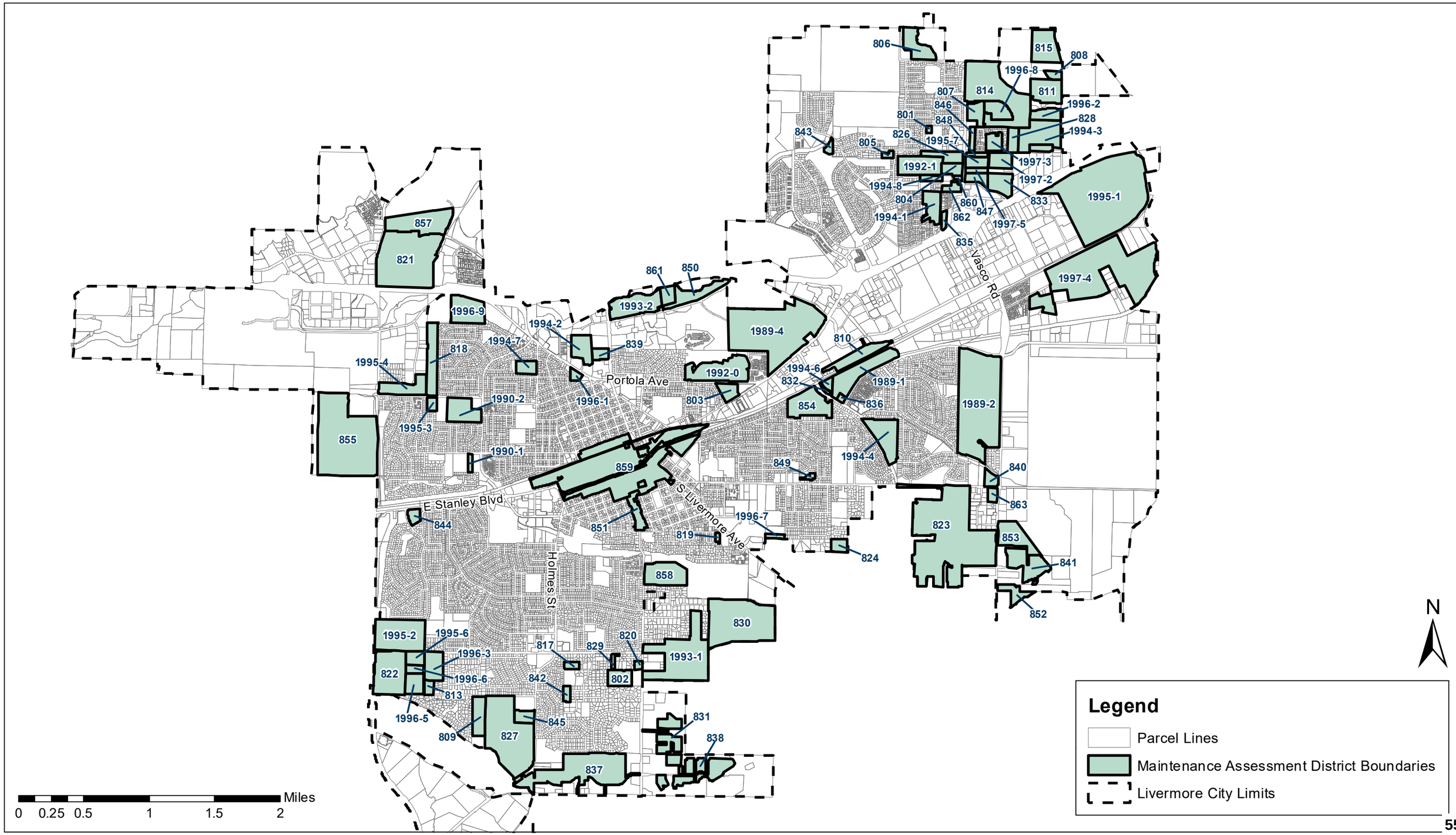
PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries of each of the Districts are completely within the boundaries of the City of Livermore. The consolidated Assessment Diagram for the Districts is on file in the Office of the City Clerk and the Public Works Department of the City of Livermore and shown on the following page of this Report. The assessor's parcel numbers (APN) and lines and dimensions of each lot or parcel within each District are those lines and dimensions shown on the maps of the Alameda County Assessor, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report.

City of Livermore
Maintenance Assessment District Diagram

EXHIBIT C



PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by Agencies for the purpose of providing certain public improvements which include the operation, maintenance, servicing, and replacement of streetlights, landscaping, trails, open space, and park improvements.

Section 22573 of the Landscape and Lighting Act of 1972 requires that maintenance assessments must be levied according to benefit rather than according to assessed value. This Section states:

> *"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."*

As a benefit-based assessment, parcels receiving benefit from improvements maintained by the Districts are subject to an assessment and will not be exempted if benefit is received. The improvements provided by these Districts and for which properties will be assessed have been identified as necessary, required and/or desired for the orderly development of the properties within each District to their full potential, consistent with the development plans and applicable portions of the City's General Plan. Therefore, the improvements and the annual costs of ensuring the maintenance and operation of the improvements are a distinct and special benefit to the properties within the Districts. In addition, Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property, which must be determined in relationship to the entirety of the maintenance and operation expense of the public improvement. Because assessments are levied on the basis of benefit, they are not considered a tax, and therefore, are not governed by Article XIIIA of the California Constitution.

The 1972 Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements" (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways (all of which are typically not assigned an Assessor Parcel Number ("APN") by the County), and that portion

of public property that is not developed and used for business purposes similar to private commercial, industrial, and institutional activities (such as office buildings like a City Hall, etc.). Also exempted from the assessment would be utility rights-of-ways, common areas (such as in condominium complexes), and any other property that is deemed to be unable to develop by the City. These types of parcels do not benefit from the improvements.

QUANTIFICATION OF BENEFIT

Each District provides a funding source for the operation, maintenance, servicing, and replacement of streetlighting, landscaping, recreation/trail, and park improvements authorized under the statute and that benefit properties within the boundaries of each District.

In order for the City to quantify and separate the general versus special benefits conferred by each improvement type, an analysis of each improvement was conducted. The analysis reviewed the location, purpose, and utilization of each improvement, and then identified the properties that benefit from the improvement both within and outside the City and within and outside each District, and then allocated the costs to maintain, service, and replace each improvement type to each benefitting property and District.

Because general benefits are not assessable, any costs attributed to general benefits or special benefits assigned to properties (both within and outside and the City) that are not in a District are to be paid for by the City. Only the costs attributed to the special benefits conferred on property within each District from the authorized improvements are assessable, and therefore assessed herein. A summary of the benefit analysis by improvement type is described below.

BENEFIT DETERMINATION FOR ARTERIAL/MAJOR ROADWAY LANDSCAPING AND STREETLIGHTING

City arterial/major roadways provide reliable access to all areas of the City and therefore confer a special and direct benefit to all properties within City limits. The special and direct benefit conferred on properties within the City from roadside and median landscaping and streetlighting located along arterial/major roadways consists of the following:

- Enhanced desirability of property through association with the improvements.
- Improved aesthetic appeal of properties providing a positive representation of the area and properties.
- Enhanced quality of life through well-maintained green space and landscaped areas.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties through well-maintained surroundings and amenities including abatement of graffiti.
- Environmental enhancement through improved erosion control, dust and debris control, and fire prevention.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.

- Increased nighttime visibility resulting in enhanced safety on roads and in public areas.

If these landscaping and streetlighting improvements were not installed, properties in the City would not be as appealing to property owners, patrons, and prospective buyers which would adversely affect the desirability of property. Therefore, the landscaping and streetlighting improvements located along arterials/major roadways provide a specific enhancement to property values in the City and not a general enhancement of property values. In addition to the special and direct benefits property owners within the City receive from arterial/major roadway landscaping and streetlighting improvements, there are also some incidental general benefits received by vehicular and pedestrian flow-through traffic (traffic that does not stop within the City) which originates from properties outside City limits and traverses the City's arterial/major roadway system to travel to another destination outside of the City.

Google Maps was utilized to determine if the City's arterial/major roadways are likely to be traversed by people commencing from locations outside City limits to access other destinations outside City limits. An analysis of virtually all viable routes from all directions was performed using locations outside City limits as a starting point to ending destinations outside City limits. The results of this analysis confirmed that traversing City arterial/major roadways is seldom the preferred route. Vehicular flow-through traffic is much more likely to utilize Interstate 580 and Highway 84 than City arterial/major roadways. However, the Circulation Element of the City's General Plan ("Circulation Element") states that City arterial/major roadways experience increased traffic when there is congestion on Interstate 580. Per the Circulation Element, an average of 25% of traffic travels through critical arterial segments near the freeway, including Isabel Avenue, Livermore Avenue, First Street, Vasco Road, and Greenville Road is nonlocal, flow-through traffic. These critical arterial segments represent less than a quarter of the total length of the overall arterial/major roadway system in the City. Therefore, it is conservatively estimated that 10% of the traffic for the City's overall arterial/major roadway system is attributed to flow-through traffic and is assigned as general benefit and 90% is assigned as special benefit to properties within City limits proportionately. The annual cost to operate, maintain, service and replace arterial/major roadway landscaping and streetlighting improvements is apportioned as follows: special benefits assigned to properties within the City and not in a District, special benefits assigned to properties within the City and in a District, and general benefit attributed to flow-through traffic. Therefore, property owners within each District will be assessed for their portion of costs attributed to the special benefits conferred to their property from the arterial/major roadway landscaping and streetlighting improvements, and the City will pay for the portion of costs attributed to special benefits assigned to properties within the City and not in a District and the general benefit attributed to flow-through traffic.

BENEFIT DETERMINATION FOR PARKS

The City is served by an extensive network of parks, ranging from large community parks to small neighborhood parks with tot lots. Existing parks within the City are listed and shown in Appendix B (City Parks System Benefit Diagram) of this Report. The City owns and operates several of the smaller parks in the City. The Livermore Area Parks and Recreation District ("LAPRD"), however, has the primary responsibility to provide, plan for, and maintain parks in the City and the surrounding area.

Community parks in the City attract property owners and residents from the entire City because they offer a wide variety of amenities and recreational opportunities, including but not limited to, sports fields, tennis courts and aquatic facilities, open play fields, hiking and bicycle trails, tot lots, picnic areas and space for public events. Also, well maintained Community Parks provide an enhanced desirability of property in the City through association with these facilities. For this reason, the City's Community Parks are of special and direct benefit to all parcels within the City and general benefit is attributed to people coming in from outside of the City to utilize the City's Community Parks. Per an analysis performed at the time of formation of the City's Downtown Maintenance District No. 859 determined that 40% of the costs to annually operate, maintain, service and replace the Community Park improvements can be attributed to general benefit. Therefore, the annual cost to operate, maintain, service and replace Community Parks improvements is apportioned as follows: special benefits assigned to properties within the City and not in a District, special benefits assigned to properties within the City and in a District authorized to fund parks, special benefits assigned to properties within the City and in a District not authorized to fund parks, and general benefit attributed to utilization of Community Parks by people coming in from outside of the City. Therefore, property owners within each District will be assessed for their portion of costs attributed to the special benefits conferred to their property from the Community Parks. The portion of costs attributed to special benefits assigned to properties within the City and not in a District or in a District not authorized to fund parks, and the general benefit attributed to utilization of Community Parks by people coming in from outside of the City will be funded by a non-District assessment revenue source.

Neighborhood parks are generally much smaller than Community Parks with less amenities, limited parking, and little to no visibility to the public at large. Neighborhood Parks provide for more aesthetically pleasing neighborhoods, environmental and health benefits, community gathering places, and an overall improved and healthier community image, etc. If these Neighborhood Park improvements were not installed, property nearby would not look as appealing to property owners, prospective property owners, and patrons alike, which would adversely affect the value of their property. Based on the Parks and Economic Development Report published by? the American Planning Association, homes adjacent and near parks and open space are typically valued at 8-20% higher than comparable properties, with positive price effect declining to zero about ½ mile away. Also, property owners and residents located within a ½ mile +/- radius from a Neighborhood Park tend to be the primary users due to convenience by proximity. Therefore, Neighborhood Parks provide a special and direct benefit to property located within a ½ mile of a Neighborhood Park or Neighborhood Park components of Community Parks.

Most of the properties in the City are located within the ½ special benefit radius as shown in Appendix B (City Parks System Benefit Diagram) of this Report. Although determined to be infrequent, it is reasonable to conclude that some residents who live outside of the ½ mile radius may utilize the City's Neighborhood Parks and this benefit must be accounted for and cannot be assigned to properties within the ½ mile special benefit radius. Based on the possibility that users from outside the ½ mile special benefit radius may use the City's Neighborhood Parks, it is conservatively estimated that approximately 5% of the costs to annually operate, maintain, service and replace the Neighborhood Park improvements can be attributed to general benefit. Therefore, the annual cost to operate, maintain, service and replace Neighborhood Parks improvements is apportioned as follows: special benefits assigned to properties not in a District and within a ½ mile radius to a Neighborhood Park or a Neighborhood Park component of a Community Park, special benefits assigned to properties in a District authorized to fund parks and within a ½ mile radius to a Neighborhood Park or a Neighborhood Park component of a Community Park, special benefits assigned to properties in a District not authorized to fund parks and within a ½ mile radius to a Neighborhood Park or a Neighborhood Park component of a Community Park, and general benefit attributed to utilization of Neighborhood Parks by people coming in from outside of the ½ mile special benefit radius. Therefore, property owners within each District authorized to fund parks will be assessed for their portion of costs attributed to the special benefits conferred to their property from the Neighborhood Parks or a Neighborhood Park component of a Community Park. The portion of costs attributed to special benefits assigned to properties not in a District and within the ½ mile special benefit radius and the general benefit attributed to utilization of Neighborhood Parks by people coming in from outside of the ½ mile special benefit radius will be funded by a non-District assessment revenue source.

BENEFIT DETERMINATION FOR LOCAL IN-TRACT LANDSCAPING AND STREETLIGHTING

Landscaping and streetlighting located along local in-tract streets provide a special and direct benefit to parcels within their respective developments. The special and direct benefits from in-tract landscaping and streetlighting consists of enhanced beautification and safety to entrances and interior of developments. Property owners who reside within these developments realize these enhanced aesthetic and safety benefits when they are entering and exiting the development. If these in-tract landscaping and streetlighting improvements were not installed, the developments would not look appealing to property owners and prospective property buyers which would adversely affect the value of their property. Therefore, these landscaping and streetlighting improvements provide a specific enhancement to property values and not a general enhancement of property values.

Since in-tract streets within developments corresponding to the Districts are designed to have minimal flow-through traffic, there are few reasons for vehicles to access the in-tract streets unless their destination is to or from a property within the development. However, it is reasonable to conclude that some vehicular traffic may on a rare occasion utilize the in-tract streets due to the need to turn around or a mistaken turn into the development. The rare circumstance where a pedestrian or vehicle mistakenly uses the in-tract streets, have been determined to be a rare and infrequent circumstance. Even though these are

rare and infrequent circumstances, they must be accounted for and cannot be assessed to the properties within the Districts. Therefore, based on flow-through traffic it is conservatively estimated that approximately 98% of the annual trips along local in-tract streets within developments corresponding to the Districts are of special and direct benefit to the properties within the Districts and 2% of the annual trips along local in-tract streets within developments corresponding to the Districts are of general benefit. Therefore, 2% of the cost to operate, maintain, service and replace in-tract landscaping and streetlighting for the Districts will be paid by the City and the remaining 98% will be assigned each respective District and spread proportionately based on the Assessment Methodology below.

ASSESSMENT METHODOLOGY FOR SPECIAL BENEFIT

As certain subdivisions have developed and continue to develop throughout the City, they may be annexed into an existing District or a new District may be created. Each new subdivision or development is evaluated to determine which improvements are of a specific and direct benefit to the parcels within the subdivision or development and then a determination is made whether to annex them into an existing District or form a new District. The parcels, which benefit from the improvements, are then identified and a benefit assessment methodology is developed to allocate the costs of the improvements to the benefiting parcels.

Since the assessments are levied on the owners of properties as shown on the secured property tax rolls, the final charges must be assigned by Assessor's Parcel Number. Land use is taken into consideration when allocating assessments because if not considered, benefit would not be allocated accurately. For example, a single-family parcel should not pay the same annual assessment as a 50-unit apartment parcel or a large commercial establishment. Therefore, as previously stated, the total costs are allocated to each parcel of land based on the share of special benefit received over and above general benefit to the public at large.

Each District is apportioned the special benefit received from landscaping, parks, open space, and streetlighting improvements first. Currently, the same land use type comprises each respective existing District and therefore the assessable parcels within each respective District are deemed to receive equal special benefit from the improvements. The annual assessment per parcel for residential properties, the annual assessment rate per unit for apartment properties, and the annual assessment rate per acre for non-residential properties is calculated by dividing the total estimated costs and reserve collection for the ensuing fiscal year assigned to each District by the total number of parcels (if a residential District) or assessable acres (if a non-residential District) within each respective District.

Publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the improvements. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways (all of which are typically not assigned an APN by

the County), and that portion of public property that is not developed and used for business purposes similar to private commercial, industrial, and institutional activities (such as office buildings like a City Hall, etc.). Also exempted from the assessment would be utility rights-of-ways, common areas (such as in condominium complexes), and any other property that is deemed to be unable to develop by the City. These types of parcels do not benefit from the improvements. Also exempted from the assessments are private streets, utility easements, HOA common areas that do not receive a special and direct benefit from the improvements.

Parcels within each District may be assessed once the final maps have been approved by the City or it is anticipated that improvements will need to be maintained or reserve funds will need to be collected for the ensuing fiscal year. Please refer to the Fiscal Year 2024-2025 Estimates of Cost included in this Report as Appendix A in this Report for the total calculated assessment amount within each District.

MAXIMUM ASSESSMENT RATE INCREASES AND FISCAL YEAR 2024-25 ASSESSMENT RATES

Depending upon the annual assessment escalator that was approved at the time of formation or subsequently by the District property owners, the maximum assessment for each District and zones of benefit may be adjusted annually by either the annual change in the Consumer Price Index (All Urban Consumers) published for the San Francisco-Oakland-Hayward Area by the U.S. Bureau of Labor Statistics ("CPI") for the month of February or the annual change in CPI plus 1%. For Fiscal Year 2024-25, CPI is 2.37% and therefore the maximum assessment rates for each District are increased by either 2.37% or 3.37%, as applicable.

The following table provides a summary of the authorized assessment escalator, the Fiscal Year 2024-25 Maximum Assessment Rate, and the proposed Fiscal Year 2024-25 Assessment Rate.

City of Livermore
Landscape Maintenance District
Maximum and Budgeted Assessment Rates*

District	Zone	District Name	City Short Key	Authorized Escalator	Fiscal Year 2024-25 Maximum Assessment Rate	Fiscal Year 2023-24 Budgeted Assessment Rate	Fiscal Year 2024-25 Budgeted Assessment Rate	Percent Change from FY 2023-24 to FY 2024-25 Budgeted Rates
Landscape and Lighting District No. 1	1989-1	Autumn Valley	900850	CPI + 1%	$247.20	$239.15	$247.20	3.37%
Landscape and Lighting District No. 1	1989-2	Stratford Park	900851	CPI + 1%	$505.54	$389.51	$402.62	3.37%
Landscape and Lighting District No. 1	1989-4	Amber Ridge	900853	CPI + 1%	$544.84	$527.10	$544.84	3.37%
Landscape and Lighting District No. 1	1990-1	Silver Oaks	900854	CPI	$367.98	$359.47	$367.98	2.37%
Landscape and Lighting District No. 1	1990-2	Monticello	900845	CPI + 1%	$559.04	$540.83	$559.04	3.37%
Landscape and Lighting District No. 2	1992-0	Portola Glen	900846	CPI + 1%	$1,113.59	$1,075.92	$1,112.14	3.37%
Landscape and Lighting District No. 2	1992-1	Scenic Arroyo Estates	900844	CPI + 1%	$310.33	$237.27	$245.25	3.37%
Landscape and Lighting District No. 2	1993-1	Tapestry	900646	CPI	$425.59	$415.75	$425.59	2.37%
Landscape and Lighting District No. 2	1993-2	Walmart	900770	CPI	$103.83	$42.52	$43.53	2.37%
Landscape and Lighting District No. 2	1994-1	Danbury	900644	CPI + 1%	$233.15	$225.56	$233.15	3.37%
Landscape and Lighting District No. 2	1994-2	Portola Meadows	900771	CPI + 1%	$315.44	$262.81	$271.66	3.37%
Landscape and Lighting District No. 2	1994-3	California Promenade I and II	900772	CPI + 1%	$443.79	$375.03	$387.66	3.37%
Landscape and Lighting District No. 2	1994-4	Windmill Springs	900773	CPI + 1%	$190.18	$164.40	$169.93	3.37%
Landscape and Lighting District No. 2	1994-6	California Nugget I	900778	CPI + 1%	$902.08	$872.70	$902.08	3.37%
Landscape and Lighting District No. 2	1994-7	Rincon Estates	900779	CPI + 1%	$80.60	$66.94	$69.19	3.37%
Landscape and Lighting District No. 2	1994-8	Hallmark Collection	900780	CPI + 1%	$176.52	$151.60	$156.70	3.37%
Landscape and Lighting District No. 2	1995-1	Orchard Business Park	900774	CPI + 1%	$246.00	$229.92	$237.66	3.37%
Landscape and Lighting District No. 2	1995-2	Sandhurst	900642	CPI + 1%	$273.60	$188.23	$194.57	3.37%
Landscape and Lighting District No. 2	1995-3	Jack London Place	900775	CPI	$137.44	$134.26	$137.44	2.37%
Landscape and Lighting District No. 2	1995-4	Airport Business #1	900781	CPI + 1%	$2,310.03	$976.92	$1,009.80	3.37%
Landscape and Lighting District No. 2	1995-6	Alden Estates	900777	CPI + 1%	$661.83	$640.28	$661.83	3.37%
Landscape and Lighting District No. 2	1995-7	Scenic Links	900782	CPI + 1%	$288.05	$145.95	$150.87	3.37%
Landscape and Lighting District No. 2	1996-1	Portola Collection	900784	CPI + 1%	$507.85	$368.66	$381.07	3.37%
Landscape and Lighting District No. 2	1996-2	Altamont #1	900785	CPI + 1%	$915.92	$338.22	$349.61	3.37%
Landscape and Lighting District No. 2	1996-3	Beck - Concannon Blvd/Murdell Lane	900786	CPI + 1%	$750.27	$725.84	$750.27	3.37%
Landscape and Lighting District No. 2	1996-5	Sterling Reserve 1	900787	CPI + 1%	$391.23	$325.93	$336.91	3.37%
Landscape and Lighting District No. 2	1996-6	Sterling Reserve 2	900793	CPI + 1%	$384.13	$371.62	$384.13	3.37%
Landscape and Lighting District No. 2	1996-7	Devon Place T-6801	900788	CPI + 1%	$1,699.97	$1,252.62	$1,252.62	0.00%
Landscape and Lighting District No. 2	1996-8	Maralisa I	900794	CPI + 1%	$345.98	$334.71	$345.98	3.37%
Landscape and Lighting District No. 2	1996-9	California Ranch	900795	CPI + 1%	$157.89	$152.75	$157.89	3.37%
Landscape and Lighting District No. 2	1997-2	California Mountain View - 1	900789	CPI + 1%	$126.68	$117.73	$121.69	3.37%
Landscape and Lighting District No. 2	1997-3	California Mountain View - 2	900790	CPI + 1%	$113.10	$95.20	$98.41	3.37%
Landscape and Lighting District No. 2	1997-4	National Drive	900796	CPI + 1%	$113.52	$75.11	$77.64	3.37%
Landscape and Lighting District No. 2	1997-5	Dover	900791	CPI + 1%	$733.10	$471.36	$487.22	3.37%
Maintenance District No. 801	N/A	Mt. Day	900752	CPI + 1%	$643.35	$622.40	$643.35	3.37%
Maintenance District No. 802	N/A	Lomitas/Ryan	900753	CPI + 1%	$139.08	$134.55	$139.08	3.37%
Maintenance District No. 803	N/A	Ridgecrest	900754	CPI + 1%	$999.78	$967.22	$999.78	3.37%
Maintenance District No. 804	N/A	Sonterra	900755	CPI + 1%	$864.55	$493.85	$510.47	3.37%
Maintenance District No. 805	N/A	The Greens, Tournament	900748	CPI	$1,153.82	$531.47	$544.05	2.37%
Maintenance District No. 806	N/A	Saddleback	900756	CPI + 1%	$521.94	$504.94	$521.93	3.37%
Maintenance District No. 807	N/A	Altamar	900757	CPI + 1%	$599.90	$442.94	$457.85	3.37%
Maintenance District No. 808	N/A	Meadows	900758	CPI + 1%	$722.97	$542.20	$560.45	3.37%
Maintenance District No. 809	N/A	Capistrano	900759	CPI	$500.34	$66.00	$67.57	2.37%
Maintenance District No. 810	N/A	Contractor's Place T-7090	900797	CPI + 1%	$825.44	$771.49	$797.46	3.37%
Maintenance District No. 811	N/A	Altamont #2	900798	CPI + 1%	$698.97	$614.51	$635.20	3.37%
Maintenance District No. 813	N/A	Vintage Collection	900749	CPI	$1,535.67	$1,177.62	$1,205.48	2.37%
Maintenance District No. 814	N/A	Maralisa II	900800	CPI + 1%	$230.71	$223.20	$230.71	3.37%
Maintenance District No. 815	N/A	Bluffs	900766	CPI	$625.56	$611.10	$625.56	2.37%
Maintenance District No. 817	N/A	Lomitas/Evans	900767	CPI	$1,625.01	$1,017.34	$1,041.41	2.37%
Maintenance District No. 818	N/A	Airport Business Park Site #2	900723	CPI	$2,435.94	$1,754.25	$1,795.76	2.37%
Maintenance District No. 819	N/A	Vintner Place	900724	CPI	$1,770.77	$931.98	$954.03	2.37%
Maintenance District No. 820	N/A	Arroyo Road/Lomitas Avenue	900725	CPI	$2,409.56	$1,347.84	$1,379.73	2.37%
Maintenance District No. 821	N/A	Shea Business Center	900726	CPI	$515.23	$254.67	$260.70	2.37%
Maintenance District No. 822	N/A	Prima	900727	CPI	$323.18	$315.71	$323.18	2.37%
Maintenance District No. 823	N/A	Dunsmuir	900728	CPI + 1%	$1,375.68	$755.24	$780.66	3.37%
Maintenance District No. 824	N/A	Vintner Estates	900729	CPI	$2,524.81	$1,162.83	$1,190.35	2.37%
Maintenance District No. 826	N/A	Park Lane	900730	CPI	$575.06	$561.77	$575.06	2.37%
Maintenance District No. 827	N/A	Kristopher Ranch	900731	CPI	$651.11	$403.14	$412.68	2.37%
Maintenance District No. 828	N/A	Scenic Meadows	900732	CPI	$283.38	$114.17	$116.87	2.37%
Maintenance District No. 829	N/A	Larry's Place	900733	CPI	$3,213.21	$2,073.89	$2,122.96	2.37%
Maintenance District No. 830	N/A	Vinsanto	900734	CPI	$565.04	$267.51	$273.84	2.37%
Maintenance District No. 831	N/A	Sevillano	900735	CPI	$1,120.51	$1,094.61	$1,120.51	2.37%
Maintenance District No. 832	N/A	California Nugget II	900736	CPI	$712.82	$696.34	$712.82	2.37%
Maintenance District No. 833	N/A	Creekside	900737	CPI + 1%	$384.15	$295.50	$305.45	3.37%
Maintenance District No. 835	N/A	Ashford Renaissance	900739	CPI	$2,018.85	$1,170.66	$1,198.36	2.37%
Maintenance District No. 836	N/A	Legacy	900740	CPI	$3,801.69	$1,640.03	$1,678.84	2.37%
Maintenance District No. 837	N/A	Los Olivos	900741	CPI	$1,200.26	$1,172.52	$1,200.26	2.37%
Maintenance District No. 838	N/A	Ponderosa - Legacy	900742	CPI	$1,620.02	$1,123.54	$1,150.13	2.37%
Maintenance District No. 839	N/A	Reserves	900743	CPI	$290.09	$283.38	$290.08	2.37%
Maintenance District No. 840	N/A	Birchwood	900744	CPI	$507.67	$202.45	$207.24	2.37%
Maintenance District No. 841	N/A	Vineyard Gates I	900745	CPI	$1,046.73	$1,022.54	$1,046.73	2.37%
Maintenance District No. 842	N/A	Lennox	900746	CPI	$3,216.44	$917.78	$939.50	2.37%
Maintenance District No. 843	N/A	Parkside Tiffany Collection	900747	CPI	$2,302.46	$2,177.24	$2,228.76	2.37%
Maintenance District No. 844	N/A	Cornerstone	900901	CPI	$304.02	$296.99	$304.02	2.37%
Maintenance District No. 845	N/A	Alden Lane Estates	900903	CPI + 1%	$1,068.30	$924.43	$955.54	3.37%
Maintenance District No. 846	N/A	Rosegate	900904	CPI + 1%	$519.15	$152.38	$157.51	3.37%
Maintenance District No. 847	N/A	Creekside Villas	900905	CPI + 1%	$180.64	$43.57	$45.04	3.37%
Maintenance District No. 848	N/A	Scenic 7 Hills	900906	CPI + 1%	$1,400.90	$1,145.99	$1,184.57	3.37%
Maintenance District No. 849	N/A	Habitat for Humanity	900908	CPI + 1%	$693.62	$344.75	$356.35	3.37%
Maintenance District No. 850	N/A	Arroyo Plaza II	900902	CPI	$1,072.87	$430.50	$440.68	2.37%
Maintenance District No. 851	N/A	L St. Traffic Calming	900907	CPI + 1%	$298.62	$40.48	$41.84	3.37%
Maintenance District No. 852	N/A	Vineyard Gate 2	900909	CPI + 1%	$3,403.10	$1,512.60	$1,563.51	3.37%
Maintenance District No. 853	N/A	Ladera Estates	900910	CPI	$4,431.76	$2,148.20	$2,199.03	2.37%
Maintenance District No. 854	N/A	Northbrook Homes-The Grove	900911	CPI + 1%	$1,837.67	$1,253.41	$1,295.60	3.37%
Maintenance District No. 855	N/A	Oaks Business Park	900913	CPI + 1%	$2,865.39	$632.64	$653.93	3.37%
Maintenance District No. 857	N/A	Shea Center	900914	CPI + 1%	$551.84	$101.70	$105.12	3.37%
Maintenance District No. 858	N/A	Arroyo Crossings	900915	CPI + 1%	$1,772.38	$338.91	$350.32	3.37%
Maintenance District No. 860	N/A	Orchid Place	900918	CPI + 1%	$4,758.02	$1,792.14	$1,852.47	3.37%
Maintenance District No. 861	N/A	Kohls	900917	CPI + 1%	$2,736.89	$812.64	$839.99	3.37%
Maintenance District No. 862	N/A	Magnolia Place	900919	CPI + 1%	$588.81	$170.39	$176.13	3.37%
Maintenance District No. 863	N/A	The Vines	900920	CPI + 1%	$686.30	$377.26	$389.96	3.37%

APPEAL OF ASSESSMENTS

Any property owner claiming that the amount or application of the special assessment is not correct and requesting a refund, may file a written notice of appeal and refund to that effect with the Public Works Director not later than one calendar year after having paid the special assessment that is disputed. The Public Works Director shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the special assessment, and decide the appeal. If the Public Works Director's decision requires that the special assessment be modified or changed in favor of the property owner, a refund shall be made or an adjustment may be made to the next annual special assessment levy. Any dispute over the decision of the Public Works Director shall be referred to the City Council and the decision of the City Council shall be final. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any legal action by such owner.

PART E

PROPERTY OWNER LIST & ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each lot or parcel within each of the Districts is shown on the last equalized Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the proposed amount of assessments apportioned to each lot or parcel. The Assessment Roll is on file in the Office of the City Clerk of the City of Livermore.

APPENDIX A

FISCAL YEAR 2024-25
ESTIMATES OF COST

CITY OF LIVERMORE

District Name: The Greens, Tournament
Number: 805

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

4,853 SF comprised of 7.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,801.00
Contractor Services			$0.00
Irrigation Water			$1,986.52
Maintenance Materials			$117.00
Equipment Maintenance & Operations			$56.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$108.90
Phone Costs			$0.00
Subtotal:			$4,069.42
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$407.00
Alameda County Charge	1.7% of Assessment Revenue		$65.00
Subtotal:			$472.00
Total cost of maintenance			$4,541.42
Total Revenue (FY2024-25 Assessment x No. of Units)			$3,808.33
Assessment Net Change			$12.58
Estimated fund balance as of June 30, 2024			$20,419.69
Estimated fund balance as of June 30, 2025			$19,686.60

CITY OF LIVERMORE

District Name: Capistrano
Number: 809

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

1,038 SF comprised of 38.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,610.00
Contractor Services			$0.00
Irrigation Water			$1,392.84
Maintenance Materials			$360.54
Equipment Maintenance & Operations			$51.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$3,414.38
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$341.00
Alameda County Charge	1.7% of Assessment Revenue		$44.00
Subtotal:			$385.00
Total cost of maintenance			$3,799.38
Total Revenue (FY2024-25 Assessment x No. of Units)			$2,567.48
Assessment Net Change			$1.56
Estimated fund balance as of June 30, 2024			$30,248.76
Estimated fund balance as of June 30, 2025			$29,016.86

CITY OF LIVERMORE

District Name: Vintage
Collection Number: 813

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

11,294 SF comprised of
10.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$4,928.00
Contractor Services			$362.00
Irrigation Water			$2,342.06
Maintenance Materials			$47.00
Equipment Maintenance & Operations			$155.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$183.26
Subtotal:			$8,017.32
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$802.00
Alameda County Charge	1.7% of Assessment Revenue		$205.00
Subtotal:			$1,007.00
Total cost of maintenance			$9,024.32
Total Revenue (FY2024-25 Assessment x No. of Units)			$12,054.82
Assessment Net Change			$27.86
Estimated fund balance as of June 30, 2024			$46,924.96
Estimated fund balance as of June 30, 2025			$49,955.46

CITY OF LIVERMORE

District Name: Bluffs
Number: 815

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

37,731 SF comprised of
51.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$20,184.00
Contractor Services			$7,810.10
Irrigation Water			$4,880.92
Maintenance Materials			$189.00
Equipment Maintenance & Operations			$635.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$153.88
Phone Costs			$182.80
Subtotal:			$34,035.70
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$3,404.00
Alameda County Charge	1.7% of Assessment Revenue		$542.00
Subtotal:			$3,946.00
Total cost of maintenance			$37,981.70
Total Revenue (FY2024-25 Assessment x No. of Units)			$31,903.61
Assessment Net Change			$14.46
Estimated fund balance as of June 30, 2024			$87,998.55
Estimated fund balance as of June 30, 2025			$81,920.46

CITY OF LIVERMORE

District Name:
Lomitas/Evans Number:
817

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

7,002 SF comprised of 8.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,464.00
Contractor Services			$412.00
Irrigation Water			$1,173.64
Maintenance Materials			$123.00
Equipment Maintenance & Operations			$78.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$144.50
Phone Costs			$177.70
Subtotal:			$4,572.84
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$457.00
Alameda County Charge	1.7% of Assessment Revenue		$142.00
Subtotal:			$599.00
Total cost of maintenance			$5,171.84
Total Revenue (FY2024-25 Assessment x No. of Units)			$8,331.27
Assessment Net Change			$24.07
Estimated fund balance as of June 30, 2024			$45,541.86
Estimated fund balance as of June 30, 2025			$48,701.29

CITY OF LIVERMORE

District Name: Airport
Business Park Site #2
Number: 818

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

80,000 SF comprised of
19.54 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$22,743.00
Contractor Services			$0.00
Irrigation Water			$3,499.62
Maintenance Materials			$213.00
Equipment Maintenance & Operations			$716.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$27,171.62
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,717.00
Alameda County Charge	1.7% of Assessment Revenue		$597.00
Subtotal:			$3,314.00
Total cost of maintenance			$30,485.62
Total Revenue (FY2024-25 Assessment x No. of Units)			$35,089.19
Assessment Net Change			$41.51
Estimated fund balance as of June 30, 2024			$61,000.54
Estimated fund balance as of June 30, 2025			$65,604.11

CITY OF LIVERMORE

District Name: Vintner
Place Number: 819

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

2,162 SF comprised of 7.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,137.00
Contractor Services			$170.00
Irrigation Water			$774.26
Maintenance Materials			$11.00
Equipment Maintenance & Operations			$35.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$92.62
Phone Costs			$183.26
Subtotal:			$2,403.14
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$240.00
Alameda County Charge	1.7% of Assessment Revenue		$114.00
Subtotal:			$354.00
Total cost of maintenance			$2,757.14
Total Revenue (FY2024-25 Assessment x No. of Units)			$6,678.22
Assessment Net Change			$22.05
Estimated fund balance as of June 30, 2024			$30,684.72
Estimated fund balance as of June 30, 2025			$34,605.80

CITY OF LIVERMORE

District Name: Arroyo Road/Lomitas Avenue
Number: 820

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

6,937 SF comprised of 5.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,748.00
Contractor Services			$196.00
Irrigation Water			$1,465.92
Maintenance Materials			$25.00
Equipment Maintenance & Operations			$87.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$4,521.92
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$452.00
Alameda County Charge	1.7% of Assessment Revenue		$117.00
Subtotal:			$569.00
Total cost of maintenance			$5,090.92
Total Revenue (FY2024-25 Assessment x No. of Units)			$6,898.65
Assessment Net Change			$31.89
Estimated fund balance as of June 30, 2024			$29,944.38
Estimated fund balance as of June 30, 2025			$31,752.11

CITY OF LIVERMORE

District Name: Shea
Business Center Number:
821

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

21,330 SF comprised of
89.55 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$11,845.00
Contractor Services			$10,822.00
Irrigation Water			$605.08
Maintenance Materials			$111.00
Equipment Maintenance & Operations			$373.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$23,756.08
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,376.00
Alameda County Charge	1.7% of Assessment Revenue		$397.00
Subtotal:			$2,773.00
Total cost of maintenance			$26,529.08
Total Revenue (FY2024-25 Assessment x No. of Units)			$23,346.45
Assessment Net Change			$6.03
Estimated fund balance as of June 30, 2024			$9,220.72
Estimated fund balance as of June 30, 2025			$6,038.09

CITY OF LIVERMORE

District Name: Prima
Number: 822

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

54,040 SF comprised of
149.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$5,686.00
Contractor Services			$5,053.20
Irrigation Water			$9,142.94
Maintenance Materials			$253.00
Equipment Maintenance & Operations			$179.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$124.28
Phone Costs			$177.70
Subtotal:			$20,616.12
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,062.00
Alameda County Charge	1.7% of Assessment Revenue		$819.00
Subtotal:			$2,881.00
Total cost of maintenance			$23,497.12
Total Revenue (FY2024-25 Assessment x No. of Units)			$48,153.40
Assessment Net Change			$7.47
Estimated fund balance as of June 30, 2024			$242,186.53
Estimated fund balance as of June 30, 2025			$266,842.81

CITY OF LIVERMORE

District Name: Vintner
Estates Number: 824

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

10,000 SF comprised of 8.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,790.00
Contractor Services			$298.00
Irrigation Water			$2,688.34
Maintenance Materials			$135.00
Equipment Maintenance & Operations			$118.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$130.60
Subtotal:			$7,159.94
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$716.00
Alameda County Charge	1.7% of Assessment Revenue		$162.00
Subtotal:			$878.00
Total cost of maintenance			$8,037.94
Total Revenue (FY2024-25 Assessment x No. of Units)			$9,522.78
Assessment Net Change			$27.51
Estimated fund balance as of June 30, 2024			$30,697.12
Estimated fund balance as of June 30, 2025			$32,181.96

CITY OF LIVERMORE

District Name: Park Lane
Number: 826

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

36,842 SF comprised of
62.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$16,584.00
Contractor Services			$5,142.10
Irrigation Water			$5,396.86
Maintenance Materials			$156.00
Equipment Maintenance & Operations			$521.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$82.46
Phone Costs			$0.00
Subtotal:			$27,882.42
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,788.00
Alameda County Charge	1.7% of Assessment Revenue		$606.00
Subtotal:			$3,394.00
Total cost of maintenance			$31,276.42
Total Revenue (FY2024-25 Assessment x No. of Units)			$35,653.68
Assessment Net Change			$13.29
Estimated fund balance as of June 30, 2024			$107,820.17
Estimated fund balance as of June 30, 2025			$112,197.43

CITY OF LIVERMORE

District Name: Kristopher
Ranch Number: 827

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

231,815 SF comprised of
324.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$50,602.00
Contractor Services			$17,871.80
Irrigation Water			$21,652.18
Maintenance Materials			$1,285.72
Equipment Maintenance & Operations			$1,592.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$383.32
Phone Costs			$355.40
Subtotal:			$93,742.42
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$9,374.00
Alameda County Charge	1.7% of Assessment Revenue		$2,273.00
Subtotal:			$11,647.00
Total cost of maintenance			$105,389.42
Total Revenue (FY2024-25 Assessment x No. of Units)			$133,707.85
Assessment Net Change			$9.54
Estimated fund balance as of June 30, 2024			$610,334.37
Estimated fund balance as of June 30, 2025			$638,652.80

CITY OF LIVERMORE

District Name: Scenic
Meadows Number: 828

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

1,474 SF comprised of 44.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,610.00
Contractor Services			$1,249.70
Irrigation Water			$1,881.74
Maintenance Materials			$115.00
Equipment Maintenance & Operations			$51.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$96.14
Phone Costs			$0.00
Subtotal:			$5,003.58
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$500.00
Alameda County Charge	1.7% of Assessment Revenue		$87.00
Subtotal:			$587.00
Total cost of maintenance			$5,590.58
Total Revenue (FY2024-25 Assessment x No. of Units)			$5,142.29
Assessment Net Change			$2.70
Estimated fund balance as of June 30, 2024			$23,344.93
Estimated fund balance as of June 30, 2025			$22,896.64

CITY OF LIVERMORE

District Name: Larry's
Place Number: 829

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

8,275 SF comprised of 4.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$758.00
Contractor Services			$2,148.00
Irrigation Water			$2,240.48
Maintenance Materials			$106.00
Equipment Maintenance & Operations			$24.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$178.16
Subtotal:			$5,454.64
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$545.00
Alameda County Charge	1.7% of Assessment Revenue		$144.00
Subtotal:			$689.00
Total cost of maintenance			$6,143.64
Total Revenue (FY2024-25 Assessment x No. of Units)			$8,491.84
Assessment Net Change			$49.07
Estimated fund balance as of June 30, 2024			$30,802.10
Estimated fund balance as of June 30, 2025			$33,150.30

CITY OF LIVERMORE

District Name: Vinsanto
Number: 830

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

176,050 SF comprised of
243.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$27,766.00
Contractor Services			$530.00
Irrigation Water			$21,562.14
Maintenance Materials			$3,829.72
Equipment Maintenance & Operations			$873.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$634.32
Phone Costs			$0.00
Subtotal:			$55,195.18
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$5,520.00
Alameda County Charge	1.7% of Assessment Revenue		$1,131.00
Subtotal:			$6,651.00
Total cost of maintenance			$61,846.18
Total Revenue (FY2024-25 Assessment x No. of Units)			$66,543.09
Assessment Net Change			$6.33
Estimated fund balance as of June 30, 2024			$202,214.36
Estimated fund balance as of June 30, 2025			$206,911.27

CITY OF LIVERMORE

District Name: Sevillano
Number: 831

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

78,710 SF comprised of
50.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$27,102.00
Contractor Services			$12,391.60
Irrigation Water			$20,479.12
Maintenance Materials			$4,501.06
Equipment Maintenance & Operations			$853.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$490.00
Phone Costs			$0.00
Subtotal:			$65,816.78
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$6,582.00
Alameda County Charge	1.7% of Assessment Revenue		$952.00
Subtotal:			$7,534.00
Total cost of maintenance			$73,350.78
Total Revenue (FY2024-25 Assessment x No. of Units)			$56,025.39
Assessment Net Change			$25.90
Estimated fund balance as of June 30, 2024			$(26,503.57)
Estimated fund balance as of June 30, 2025			$(43,828.96)

CITY OF LIVERMORE

District Name: California
Nugget II Number: 832

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

10,053 SF comprised of 7.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,084.00
Contractor Services			$500.00
Irrigation Water			$0.00
Maintenance Materials			$19.00
Equipment Maintenance & Operations			$65.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$2,668.00
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$267.00
Alameda County Charge	1.7% of Assessment Revenue		$85.00
Subtotal:			$352.00
Total cost of maintenance			$3,020.00
Total Revenue (FY2024-25 Assessment x No. of Units)			$4,989.74
Assessment Net Change			$16.48
Estimated fund balance as of June 30, 2024			$39,902.79
Estimated fund balance as of June 30, 2025			$41,872.53

CITY OF LIVERMORE

District Name: Ashford
Renaissance Number: 835

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

13,100 SF comprised of
13.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$7,012.00
Contractor Services			$402.00
Irrigation Water			$2,220.26
Maintenance Materials			$166.00
Equipment Maintenance & Operations			$221.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$109.00
Phone Costs			$0.00
Subtotal:			$10,130.26
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,013.00
Alameda County Charge	1.7% of Assessment Revenue		$265.00
Subtotal:			$1,278.00
Total cost of maintenance			$11,408.26
Total Revenue (FY2024-25 Assessment x No. of Units)			$15,578.64
Assessment Net Change			$27.70
Estimated fund balance as of June 30, 2024			$65,291.35
Estimated fund balance as of June 30, 2025			$69,461.73

CITY OF LIVERMORE

District Name: Legacy
Number: 836

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

13,700 SF comprised of 6.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,137.00
Contractor Services			$2,149.60
Irrigation Water			$1,390.08
Maintenance Materials			$11.00
Equipment Maintenance & Operations			$35.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$101.62
Phone Costs			$0.00
Subtotal:			$4,824.30
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$482.00
Alameda County Charge	1.7% of Assessment Revenue		$171.00
Subtotal:			$653.00
Total cost of maintenance			$5,477.30
Total Revenue (FY2024-25 Assessment x No. of Units)			$10,073.03
Assessment Net Change			$38.81
Estimated fund balance as of June 30, 2024			$26,053.40
Estimated fund balance as of June 30, 2025			$30,649.13

CITY OF LIVERMORE

District Name: Los Olivos
Number: 837

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

457,702 SF comprised of
177.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$90,024.00
Contractor Services			$7,632.90
Irrigation Water			$135,727.52
Maintenance Materials			$1,020.06
Equipment Maintenance & Operations			$2,832.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$911.26
Phone Costs			$0.00
Subtotal:			$238,147.74
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$23,815.00
Alameda County Charge	1.7% of Assessment Revenue		$3,612.00
Subtotal:			$27,427.00
Total cost of maintenance			$265,574.74
Total Revenue (FY2024-25 Assessment x No. of Units)			$212,446.84
Assessment Net Change			$27.74
Estimated fund balance as of June 30, 2024			$72,982.95
Estimated fund balance as of June 30, 2025			$19,855.05

CITY OF LIVERMORE

District Name: Ponderosa
- Legacy Number: 838

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

150,357 SF comprised of
82.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$11,371.00
Contractor Services			$21,234.40
Irrigation Water			$34,947.52
Maintenance Materials			$306.00
Equipment Maintenance & Operations			$357.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$446.74
Phone Costs			$0.00
Subtotal:			$68,662.66
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$6,866.00
Alameda County Charge	1.7% of Assessment Revenue		$1,603.00
Subtotal:			$8,469.00
Total cost of maintenance			$77,131.66
Total Revenue (FY2024-25 Assessment x No. of Units)			$94,310.63
Assessment Net Change			$26.58
Estimated fund balance as of June 30, 2024			$253,186.87
Estimated fund balance as of June 30, 2025			$270,365.84

CITY OF LIVERMORE

District Name: Reserves
Number: 839

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

6,623 SF comprised of 50.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$7,486.00
Contractor Services			$746.00
Irrigation Water			$0.00
Maintenance Materials			$69.00
Equipment Maintenance & Operations			$235.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$177.70
Subtotal:			$8,713.70
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$871.00
Alameda County Charge	1.7% of Assessment Revenue		$247.00
Subtotal:			$1,118.00
Total cost of maintenance			$9,831.70
Total Revenue (FY2024-25 Assessment x No. of Units)			$14,504.22
Assessment Net Change			$6.71
Estimated fund balance as of June 30, 2024			$64,910.88
Estimated fund balance as of June 30, 2025			$69,583.40

CITY OF LIVERMORE

District Name: Birchwood
Number: 840

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

57,675 SF comprised of
66.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,990.00
Contractor Services			$2,914.90
Irrigation Water			$0.00
Maintenance Materials			$119.00
Equipment Maintenance & Operations			$62.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$5,085.90
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$509.00
Alameda County Charge	1.7% of Assessment Revenue		$233.00
Subtotal:			$742.00
Total cost of maintenance			$5,827.90
Total Revenue (FY2024-25 Assessment x No. of Units)			$13,678.15
Assessment Net Change			$4.79
Estimated fund balance as of June 30, 2024			$101,953.38
Estimated fund balance as of June 30, 2025			$109,803.63

CITY OF LIVERMORE

District Name: Vineyard
Gates I Number: 841

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

149,839 SF comprised of
69.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$26,060.00
Contractor Services			$12,338.30
Irrigation Water			$25,968.30
Maintenance Materials			$644.00
Equipment Maintenance & Operations			$820.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$774.94
Phone Costs			$0.00
Subtotal:			$66,605.54
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$6,661.00
Alameda County Charge	1.7% of Assessment Revenue		$1,228.00
Subtotal:			$7,889.00
Total cost of maintenance			$74,494.54
Total Revenue (FY2024-25 Assessment x No. of Units)			$72,224.62
Assessment Net Change			$24.19
Estimated fund balance as of June 30, 2024			$46,610.67
Estimated fund balance as of June 30, 2025			$44,340.75

CITY OF LIVERMORE

District Name: Lennox
Number: 842

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

11,960 SF comprised of 6.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,033.00
Contractor Services			$272.00
Irrigation Water			$2,396.94
Maintenance Materials			$129.00
Equipment Maintenance & Operations			$96.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$105.92
Phone Costs			$0.00
Subtotal:			$6,032.86
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$603.00
Alameda County Charge	1.7% of Assessment Revenue		$96.00
Subtotal:			$699.00
Total cost of maintenance			$6,731.86
Total Revenue (FY2024-25 Assessment x No. of Units)			$5,637.00
Assessment Net Change			$21.72
Estimated fund balance as of June 30, 2024			$31,141.04
Estimated fund balance as of June 30, 2025			$30,046.18

CITY OF LIVERMORE

District Name: Parkside
Tiffany Collection
Number: 843

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

11,722 SF comprised of 8.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$6,918.00
Contractor Services			$2,952.50
Irrigation Water			$2,756.40
Maintenance Materials			$164.00
Equipment Maintenance & Operations			$217.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$101.60
Phone Costs			$0.00
Subtotal:			$13,109.50
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,311.00
Alameda County Charge	1.7% of Assessment Revenue		$303.00
Subtotal:			$1,614.00
Total cost of maintenance			$14,723.50
Total Revenue (FY2024-25 Assessment x No. of Units)			$17,830.08
Assessment Net Change			$51.52
Estimated fund balance as of June 30, 2024			$41,619.83
Estimated fund balance as of June 30, 2025			$44,726.41

CITY OF LIVERMORE

District Name:
Cornerstone Number: 844

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

15,970 SF comprised of
51.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$10,140.00
Contractor Services			$1,042.00
Irrigation Water			$6,571.26
Maintenance Materials			$195.00
Equipment Maintenance & Operations			$319.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$114.80
Phone Costs			$0.00
Subtotal:			$18,382.06
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,838.00
Alameda County Charge	1.7% of Assessment Revenue		$264.00
Subtotal:			$2,102.00
Total cost of maintenance			$20,484.06
Total Revenue (FY2024-25 Assessment x No. of Units)			$15,505.13
Assessment Net Change			$7.03
Estimated fund balance as of June 30, 2024			$(28,202.92)
Estimated fund balance as of June 30, 2025			$(33,181.85)

CITY OF LIVERMORE

District Name: Arroyo
Plaza II Number: 850

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

8,805 SF comprised of 22.72 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$6,349.00
Contractor Services			$0.00
Irrigation Water			$0.00
Maintenance Materials			$728.00
Equipment Maintenance & Operations			$199.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$112.56
Phone Costs			$0.00
Subtotal:			$7,388.56
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$739.00
Alameda County Charge	1.7% of Assessment Revenue		$170.00
Subtotal:			$909.00
Total cost of maintenance			$8,297.56
Total Revenue (FY2024-25 Assessment x No. of Units)			$10,012.33
Assessment Net Change			$10.19
Estimated fund balance as of June 30, 2024			$30,464.09
Estimated fund balance as of June 30, 2025			$32,178.86

CITY OF LIVERMORE

District Name: Ladera
Estates Number: 853

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

148,477 SF comprised of 44.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$39,137.00
Contractor Services			$25,009.62
Irrigation Water			$29,216.12
Maintenance Materials			$866.00
Equipment Maintenance & Operations			$1,232.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$599.80
Phone Costs			$0.00
Subtotal:			$96,060.54
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$9,606.00
Alameda County Charge	1.7% of Assessment Revenue		$1,645.00
Subtotal:			$11,251.00
Total cost of maintenance			$107,311.54
Total Revenue (FY2024-25 Assessment x No. of Units)			$96,757.32
Assessment Net Change			$50.83
Estimated fund balance as of June 30, 2024			$296,274.28
Estimated fund balance as of June 30, 2025			$285,720.06

CITY OF LIVERMORE

District Name: Mt. Day
Number: 801

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

1,492 SF comprised of 6.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$758.00
Contractor Services			$1,591.50
Irrigation Water			$901.24
Maintenance Materials			$6.00
Equipment Maintenance & Operations			$24.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$3,280.74
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$328.00
Alameda County Charge	1.7% of Assessment Revenue		$66.00
Subtotal:			$394.00
Total cost of maintenance			$3,674.74
Total Revenue (FY2024-25 Assessment x No. of Units)			$3,860.11
Assessment Net Change			$20.95
Estimated fund balance as of June 30, 2024			$3,531.35
Estimated fund balance as of June 30, 2025			$3,716.72

CITY OF LIVERMORE

District Name:
Lomitas/Ryan Number:
802

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

7,986 SF comprised of 29.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,084.00
Contractor Services			$0.00
Irrigation Water			$798.06
Maintenance Materials			$19.00
Equipment Maintenance & Operations			$65.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$103.14
Phone Costs			$0.00
Subtotal:			$3,069.20
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$307.00
Alameda County Charge	1.7% of Assessment Revenue		$69.00
Subtotal:			$376.00
Total cost of maintenance			$3,445.20
Total Revenue (FY2024-25 Assessment x No. of Units)			$4,033.20
Assessment Net Change			$4.53
Estimated fund balance as of June 30, 2024			$(77.67)
Estimated fund balance as of June 30, 2025			$510.33

CITY OF LIVERMORE

District Name: Ridgecrest
Number: 803

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

30,547 SF comprised of
39.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$17,910.00
Contractor Services			$6,319.20
Irrigation Water			$20,714.70
Maintenance Materials			$369.00
Equipment Maintenance & Operations			$564.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$267.72
Phone Costs			$0.00
Subtotal:			$46,144.62
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$4,614.00
Alameda County Charge	1.7% of Assessment Revenue		$663.00
Subtotal:			$5,277.00
Total cost of maintenance			$51,421.62
Total Revenue (FY2024-25 Assessment x No. of Units)			$38,991.51
Assessment Net Change			$32.56
Estimated fund balance as of June 30, 2024			$67,532.96
Estimated fund balance as of June 30, 2025			$55,102.85

CITY OF LIVERMORE

District Name: Sonterra
Number: 804

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

19,559 SF comprised of
35.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,601.00
Contractor Services			$2,529.00
Irrigation Water			$3,791.72
Maintenance Materials			$33.00
Equipment Maintenance & Operations			$113.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$144.50
Phone Costs			$0.00
Subtotal:			$10,212.22
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,021.00
Alameda County Charge	1.7% of Assessment Revenue		$304.00
Subtotal:			$1,325.00
Total cost of maintenance			$11,537.22
Total Revenue (FY2024-25 Assessment x No. of Units)			$17,866.54
Assessment Net Change			$16.62
Estimated fund balance as of June 30, 2024			$70,928.41
Estimated fund balance as of June 30, 2025			$77,257.73

CITY OF LIVERMORE

District Name:
Saddleback Number: 806

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

41,941 SF comprised of
78.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$13,266.00
Contractor Services			$1,864.00
Irrigation Water			$5,089.42
Maintenance Materials			$125.00
Equipment Maintenance & Operations			$418.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$363.42
Phone Costs			$433.16
Subtotal:			$21,559.00
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,156.00
Alameda County Charge	1.7% of Assessment Revenue		$692.00
Subtotal:			$2,848.00
Total cost of maintenance			$24,407.00
Total Revenue (FY2024-25 Assessment x No. of Units)			$40,710.79
Assessment Net Change			$17.00
Estimated fund balance as of June 30, 2024			$121,956.25
Estimated fund balance as of June 30, 2025			$138,260.04

CITY OF LIVERMORE

District Name: Altamar
Number: 807

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

27,093 SF comprised of
55.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$4,738.00
Contractor Services			$6,342.50
Irrigation Water			$3,888.68
Maintenance Materials			$145.00
Equipment Maintenance & Operations			$150.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$185.86
Phone Costs			$539.12
Subtotal:			$15,989.16
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,599.00
Alameda County Charge	1.7% of Assessment Revenue		$428.00
Subtotal:			$2,027.00
Total cost of maintenance			$18,016.16
Total Revenue (FY2024-25 Assessment x No. of Units)			$25,181.80
Assessment Net Change			$14.91
Estimated fund balance as of June 30, 2024			$98,477.65
Estimated fund balance as of June 30, 2025			$105,643.29

CITY OF LIVERMORE

District Name: Meadows
Number: 808

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

12,255 SF comprised of
21.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,748.00
Contractor Services			$1,850.50
Irrigation Water			$1,012.24
Maintenance Materials			$25.00
Equipment Maintenance & Operations			$87.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$289.00
Phone Costs			$0.00
Subtotal:			$6,011.74
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$601.00
Alameda County Charge	1.7% of Assessment Revenue		$200.00
Subtotal:			$801.00
Total cost of maintenance			$6,812.74
Total Revenue (FY2024-25 Assessment x No. of Units)			$11,769.38
Assessment Net Change			$18.25
Estimated fund balance as of June 30, 2024			$53,739.72
Estimated fund balance as of June 30, 2025			$58,696.36

CITY OF LIVERMORE

District Name:
Contractor's Place T-7090
Number: 810

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

16,915 SF comprised of
17.78 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$7,581.00
Contractor Services			$0.00
Irrigation Water			$1,124.10
Maintenance Materials			$71.00
Equipment Maintenance & Operations			$239.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$176.60
Subtotal:			$9,191.70
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$919.00
Alameda County Charge	1.7% of Assessment Revenue		$241.00
Subtotal:			$1,160.00
Total cost of maintenance			$10,351.70
Total Revenue (FY2024-25 Assessment x No. of Units)			$14,178.02
Assessment Net Change			$25.97
Estimated fund balance as of June 30, 2024			$30,248.76
Estimated fund balance as of June 30, 2025			$34,075.08

CITY OF LIVERMORE

District Name: Altamont
#2 Number: 811

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

48,375 SF comprised of
69.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$5,686.00
Contractor Services			$19,540.60
Irrigation Water			$8,723.42
Maintenance Materials			$53.00
Equipment Maintenance & Operations			$179.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$144.50
Phone Costs			$0.00
Subtotal:			$34,326.52
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$3,433.00
Alameda County Charge	1.7% of Assessment Revenue		$745.00
Subtotal:			$4,178.00
Total cost of maintenance			$38,504.52
Total Revenue (FY2024-25 Assessment x No. of Units)			$43,828.68
Assessment Net Change			$20.69
Estimated fund balance as of June 30, 2024			$77,173.83
Estimated fund balance as of June 30, 2025			$82,497.99

CITY OF LIVERMORE

District Name: Maralisa II
Number: 814

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

37,994 SF comprised of
251.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$29,187.00
Contractor Services			$6,677.40
Irrigation Water			$11,380.34
Maintenance Materials			$273.00
Equipment Maintenance & Operations			$918.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$620.50
Phone Costs			$552.72
Subtotal:			$49,608.96
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$4,961.00
Alameda County Charge	1.7% of Assessment Revenue		$984.00
Subtotal:			$5,945.00
Total cost of maintenance			$55,553.96
Total Revenue (FY2024-25 Assessment x No. of Units)			$57,907.33
Assessment Net Change			$7.50
Estimated fund balance as of June 30, 2024			$132,159.62
Estimated fund balance as of June 30, 2025			$134,512.99

CITY OF LIVERMORE

District Name: Dunsmuir
Number: 823

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

843,364 SF comprised of
530.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$54,394.00
Contractor Services			$76,383.00
Irrigation Water			$217,578.36
Maintenance Materials			$3,409.00
Equipment Maintenance & Operations			$1,711.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$7,338.60
Phone Costs			$725.76
Subtotal:			$361,539.72
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$36,154.00
Alameda County Charge	1.7% of Assessment Revenue		$7,034.00
Subtotal:			$43,188.00
Total cost of maintenance			$404,727.72
Total Revenue (FY2024-25 Assessment x No. of Units)			$413,748.91
Assessment Net Change			$25.42
Estimated fund balance as of June 30, 2024			$1,024,543.89
Estimated fund balance as of June 30, 2025			$1,033,565.08

CITY OF LIVERMORE

District Name: Creekside
Number: 833

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

14,874 SF comprised of
112.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$15,920.00
Contractor Services			$3,917.10
Irrigation Water			$7,391.44
Maintenance Materials			$150.00
Equipment Maintenance & Operations			$501.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$208.38
Phone Costs			$177.70
Subtotal:			$28,265.62
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,827.00
Alameda County Charge	1.7% of Assessment Revenue		$582.00
Subtotal:			$3,409.00
Total cost of maintenance			$31,674.62
Total Revenue (FY2024-25 Assessment x No. of Units)			$34,209.99
Assessment Net Change			$9.95
Estimated fund balance as of June 30, 2024			$104,146.67
Estimated fund balance as of June 30, 2025			$106,682.04

CITY OF LIVERMORE

District Name: Alden Lane
Estates Number: 845

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

18,825 SF comprised of
25.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$9,002.00
Contractor Services			$3,023.30
Irrigation Water			$4,344.78
Maintenance Materials			$184.00
Equipment Maintenance & Operations			$284.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$305.92
Phone Costs			$0.00
Subtotal:			$17,144.00
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,714.00
Alameda County Charge	1.7% of Assessment Revenue		$406.00
Subtotal:			$2,120.00
Total cost of maintenance			$19,264.00
Total Revenue (FY2024-25 Assessment x No. of Units)			$23,888.61
Assessment Net Change			$31.12
Estimated fund balance as of June 30, 2024			$87,243.93
Estimated fund balance as of June 30, 2025			$91,868.54

CITY OF LIVERMORE

District Name: Rosegate
Number: 846

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

2,552 SF comprised of 37.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,127.00
Contractor Services			$144.00
Irrigation Water			$0.00
Maintenance Materials			$30.00
Equipment Maintenance & Operations			$99.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$3,400.00
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$340.00
Alameda County Charge	1.7% of Assessment Revenue		$99.00
Subtotal:			$439.00
Total cost of maintenance			$3,839.00
Total Revenue (FY2024-25 Assessment x No. of Units)			$5,828.02
Assessment Net Change			$5.13
Estimated fund balance as of June 30, 2024			$61,926.50
Estimated fund balance as of June 30, 2025			$63,915.52

CITY OF LIVERMORE

District Name: Creekside
Villas Number: 847

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

9,155 SF comprised of
116.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$853.00
Contractor Services			$1,325.60
Irrigation Water			$0.00
Maintenance Materials			$108.00
Equipment Maintenance & Operations			$27.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$2,313.60
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$231.00
Alameda County Charge	1.7% of Assessment Revenue		$89.00
Subtotal:			$320.00
Total cost of maintenance			$2,633.60
Total Revenue (FY2024-25 Assessment x No. of Units)			$5,224.65
Assessment Net Change			$1.47
Estimated fund balance as of June 30, 2024			$66,799.56
Estimated fund balance as of June 30, 2025			$69,390.61

CITY OF LIVERMORE

District Name: Scenic 7
Hills Number: 848

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

17,630 SF comprised of
21.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$7,675.00
Contractor Services			$4,806.70
Irrigation Water			$8,724.68
Maintenance Materials			$171.00
Equipment Maintenance & Operations			$242.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$110.82
Phone Costs			$0.00
Subtotal:			$21,730.20
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,173.00
Alameda County Charge	1.7% of Assessment Revenue		$423.00
Subtotal:			$2,596.00
Total cost of maintenance			$24,326.20
Total Revenue (FY2024-25 Assessment x No. of Units)			$24,875.94
Assessment Net Change			$38.58
Estimated fund balance as of June 30, 2024			$61,177.00
Estimated fund balance as of June 30, 2025			$61,726.74

CITY OF LIVERMORE

District Name: Habitat for Humanity Number: 849

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

6,450 SF comprised of 22.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$4,832.00
Contractor Services			$0.00
Irrigation Water			$1,726.38
Maintenance Materials			$45.00
Equipment Maintenance & Operations			$152.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$113.54
Phone Costs			$0.00
Subtotal:			$6,868.92
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$687.00
Alameda County Charge	1.7% of Assessment Revenue		$133.00
Subtotal:			$820.00
Total cost of maintenance			$7,688.92
Total Revenue (FY2024-25 Assessment x No. of Units)			$7,839.79
Assessment Net Change			$11.60
Estimated fund balance as of June 30, 2024			$44,252.69
Estimated fund balance as of June 30, 2025			$44,403.56

CITY OF LIVERMORE

District Name: L St.
Traffic Calming Number:
851

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

255 SF comprised of 38.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$379.00
Contractor Services			$0.00
Irrigation Water			$217.82
Maintenance Materials			$4.00
Equipment Maintenance & Operations			$11.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$611.82
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$61.00
Alameda County Charge	1.7% of Assessment Revenue		$27.00
Subtotal:			$88.00
Total cost of maintenance			$699.82
Total Revenue (FY2024-25 Assessment x No. of Units)			$1,590.02
Assessment Net Change			$1.36
Estimated fund balance as of June 30, 2024			$20,443.99
Estimated fund balance as of June 30, 2025			$21,334.19

CITY OF LIVERMORE

District Name: Vineyard
Gate 2 Number: 852

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

45,866 SF comprised of
20.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$12,414.00
Contractor Services			$3,125.50
Irrigation Water			$8,869.22
Maintenance Materials			$416.00
Equipment Maintenance & Operations			$391.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$340.16
Phone Costs			$0.00
Subtotal:			$25,555.88
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,556.00
Alameda County Charge	1.7% of Assessment Revenue		$532.00
Subtotal:			$3,088.00
Total cost of maintenance			$28,643.88
Total Revenue (FY2024-25 Assessment x No. of Units)			$31,270.29
Assessment Net Change			$50.92
Estimated fund balance as of June 30, 2024			$103,931.95
Estimated fund balance as of June 30, 2025			$106,558.36

CITY OF LIVERMORE

District Name:
Northbrook Homes-The
Grove Number: 854

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

211,994 SF comprised of
118.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$47,570.00
Contractor Services			$31,528.10
Irrigation Water			$43,472.24
Maintenance Materials			$2,022.98
Equipment Maintenance & Operations			$1,497.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$2,875.38
Phone Costs			$0.00
Subtotal:			$128,965.70
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$12,897.00
Alameda County Charge	1.7% of Assessment Revenue		$2,599.00
Subtotal:			$15,496.00
Total cost of maintenance			$144,461.70
Total Revenue (FY2024-25 Assessment x No. of Units)			$152,881.17
Assessment Net Change			$42.19
Estimated fund balance as of June 30, 2024			$545,975.34
Estimated fund balance as of June 30, 2025			$554,394.81

CITY OF LIVERMORE

District Name: Oaks
Business Park Number:
855

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

238,307 SF comprised of
131.90 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$27,481.00
Contractor Services			$0.00
Irrigation Water			$10,130.16
Maintenance Materials			$1,889.46
Equipment Maintenance & Operations			$865.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$512.92
Phone Costs			$0.00
Subtotal:			$40,878.54
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$4,088.00
Alameda County Charge	1.7% of Assessment Revenue		$1,466.00
Subtotal:			$5,554.00
Total cost of maintenance			$46,432.54
Total Revenue (FY2024-25 Assessment x No. of Units)			$86,255.71
Assessment Net Change			$21.30
Estimated fund balance as of June 30, 2024			$568,395.29
Estimated fund balance as of June 30, 2025			$608,218.46

CITY OF LIVERMORE

District Name: Shea
Center Number: 857

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

28,417 SF comprised of
1,040.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$21,607.00
Contractor Services			$27,016.00
Irrigation Water			$6,412.96
Maintenance Materials			$303.00
Equipment Maintenance & Operations			$679.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$297.12
Phone Costs			$0.00
Subtotal:			$56,315.08
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$5,632.00
Alameda County Charge	1.7% of Assessment Revenue		$69,299.00
Subtotal:			$74,931.00
Total cost of maintenance			$131,246.08
Total Revenue (FY2024-25 Assessment x No. of Units)			$109,327.77
Assessment Net Change			$3.42
Estimated fund balance as of June 30, 2024			$317,726.52
Estimated fund balance as of June 30, 2025			$295,808.21

CITY OF LIVERMORE

District Name: Arroyo
Crossings Number: 858

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

125,559 SF comprised of
155.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$5,687.00
Contractor Services			$20,193.20
Irrigation Water			$18,399.04
Maintenance Materials			$53.00
Equipment Maintenance & Operations			$179.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$218.54
Phone Costs			$0.00
Subtotal:			$44,729.78
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$4,473.00
Alameda County Charge	1.7% of Assessment Revenue		$923.00
Subtotal:			$5,396.00
Total cost of maintenance			$50,125.78
Total Revenue (FY2024-25 Assessment x No. of Units)			$54,299.85
Assessment Net Change			$11.41
Estimated fund balance as of June 30, 2024			$370,634.35
Estimated fund balance as of June 30, 2025			$374,808.42

CITY OF LIVERMORE

District Name: Downtown
LMD Number: 859

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

2,948,951 SF comprised of units or acres

Budget Categories			**Annual Cost Estimate**
DIRECT COSTS			
Personnel Costs			$0.00
Contractor Services			$0.00
Irrigation Water			$0.00
Maintenance Materials			$0.00
Equipment Maintenance & Operations			$0.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$0.00
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$0.00
Alameda County Charge	1.7% of Assessment Revenue		$0.00
Subtotal:			$0.00
Total cost of maintenance			$0.00
Total Revenue (FY2024-25 Assessment x No. of Units)			$0.00
Assessment Net Change			$
Estimated fund balance as of June 30, 2024			$(913.00)
Estimated fund balance as of June 30, 2025			$(913.00)

CITY OF LIVERMORE

District Name: Orchid
Place Number: 860

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

20,369 SF comprised of 5.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,801.00
Contractor Services			$2,537.70
Irrigation Water			$2,192.20
Maintenance Materials			$17.00
Equipment Maintenance & Operations			$56.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$112.22
Phone Costs			$0.00
Subtotal:			$6,716.12
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$672.00
Alameda County Charge	1.7% of Assessment Revenue		$157.00
Subtotal:			$829.00
Total cost of maintenance			$7,545.12
Total Revenue (FY2024-25 Assessment x No. of Units)			$9,262.34
Assessment Net Change			$60.33
Estimated fund balance as of June 30, 2024			$57,106.78
Estimated fund balance as of June 30, 2025			$58,824.00

CITY OF LIVERMORE

District Name: Kohls
Number: 861

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

13,393 SF comprised of 9.54 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,274.00
Contractor Services			$816.00
Irrigation Water			$2,309.16
Maintenance Materials			$120.00
Equipment Maintenance & Operations			$72.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$104.10
Phone Costs			$0.00
Subtotal:			$5,695.26
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$570.00
Alameda County Charge	1.7% of Assessment Revenue		$136.00
Subtotal:			$706.00
Total cost of maintenance			$6,401.26
Total Revenue (FY2024-25 Assessment x No. of Units)			$8,013.54
Assessment Net Change			$27.35
Estimated fund balance as of June 30, 2024			$77,412.97
Estimated fund balance as of June 30, 2025			$79,025.25

CITY OF LIVERMORE

District Name: Magnolia
Place Number: 862

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

10,860 SF comprised of
50.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,843.00
Contractor Services			$1,979.00
Irrigation Water			$2,921.48
Maintenance Materials			$26.00
Equipment Maintenance & Operations			$89.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$107.50
Phone Costs			$0.00
Subtotal:			$7,965.98
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$797.00
Alameda County Charge	1.7% of Assessment Revenue		$150.00
Subtotal:			$947.00
Total cost of maintenance			$8,912.98
Total Revenue (FY2024-25 Assessment x No. of Units)			$8,806.39
Assessment Net Change			$5.74
Estimated fund balance as of June 30, 2024			$100,683.01
Estimated fund balance as of June 30, 2025			$100,576.42

CITY OF LIVERMORE

District Name: The Vines
Number: 863

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

12,746 SF comprised of 49.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,937.00
Contractor Services			$4,990.00
Irrigation Water			$6,726.64
Maintenance Materials			$28.00
Equipment Maintenance & Operations			$92.00
Equipment Purchase and Repayment			$119.81
Electric Costs			$69.44
Phone Costs			$0.00
Subtotal:			$14,962.89
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,496.00
Alameda County Charge	1.7% of Assessment Revenue		$325.00
Subtotal:			$1,821.00
Total cost of maintenance			$16,783.89
Total Revenue (FY2024-25 Assessment x No. of Units)			$19,107.82
Assessment Net Change			$12.70
Estimated fund balance as of June 30, 2024			$18,548.82
Estimated fund balance as of June 30, 2025			$20,872.75

CITY OF LIVERMORE

District Name: Autumn
Valley Number: 1989-1

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

33,000 SF comprised of
127.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$7,297.00
Contractor Services			$2,746.00
Irrigation Water			$7,379.22
Maintenance Materials			$68.00
Equipment Maintenance & Operations			$230.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$17,720.22
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,772.00
Alameda County Charge	1.7% of Assessment Revenue		$534.00
Subtotal:			$2,306.00
Total cost of maintenance			$20,026.22
Total Revenue (FY2024-25 Assessment x No. of Units)			$31,394.22
Assessment Net Change			$8.05
Estimated fund balance as of June 30, 2024			$101,264.86
Estimated fund balance as of June 30, 2025			$112,632.86

CITY OF LIVERMORE

District Name: Stratford
Number: 1989-2

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

308,207 SF comprised of
475.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$39,421.00
Contractor Services			$42,164.10
Irrigation Water			$50,316.64
Maintenance Materials			$369.00
Equipment Maintenance & Operations			$1,240.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$297.28
Phone Costs			$0.00
Subtotal:			$133,808.02
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$13,381.00
Alameda County Charge	1.7% of Assessment Revenue		$3,251.00
Subtotal:			$16,632.00
Total cost of maintenance			$150,440.02
Total Revenue (FY2024-25 Assessment x No. of Units)			$191,246.78
Assessment Net Change			$13.11
Estimated fund balance as of June 30, 2024			$351,299.87
Estimated fund balance as of June 30, 2025			$392,106.63

CITY OF LIVERMORE

District Name: Amber
Ridge Number: 1989-4

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

140,697 SF comprised of
353.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$97,984.00
Contractor Services			$6,990.00
Irrigation Water			$79,072.36
Maintenance Materials			$2,667.16
Equipment Maintenance & Operations			$3,083.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$513.66
Phone Costs			$0.00
Subtotal:			$190,310.18
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$19,031.00
Alameda County Charge	1.7% of Assessment Revenue		$3,270.00
Subtotal:			$22,301.00
Total cost of maintenance			$212,611.18
Total Revenue (FY2024-25 Assessment x No. of Units)			$192,329.71
Assessment Net Change			$17.74
Estimated fund balance as of June 30, 2024			$125,494.08
Estimated fund balance as of June 30, 2025			$105,212.61

CITY OF LIVERMORE

District Name: Monticello
Number: 1990-2

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

45,476 SF comprised of
94.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$17,058.00
Contractor Services			$6,695.20
Irrigation Water			$16,715.38
Maintenance Materials			$829.00
Equipment Maintenance & Operations			$537.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$41,834.58
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$4,183.00
Alameda County Charge	1.7% of Assessment Revenue		$893.00
Subtotal:			$5,076.00
Total cost of maintenance			$46,910.58
Total Revenue (FY2024-25 Assessment x No. of Units)			$52,549.76
Assessment Net Change			$18.21
Estimated fund balance as of June 30, 2024			$52,523.00
Estimated fund balance as of June 30, 2025			$58,162.18

CITY OF LIVERMORE

District Name: Portola
Glen Number: 1992-0

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

125,000 SF comprised of
147.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$54,867.00
Contractor Services			$26,326.50
Irrigation Water			$34,076.58
Maintenance Materials			$613.00
Equipment Maintenance & Operations			$1,726.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$117,609.08
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$11,761.00
Alameda County Charge	1.7% of Assessment Revenue		$2,779.00
Subtotal:			$14,540.00
Total cost of maintenance			$132,149.08
Total Revenue (FY2024-25 Assessment x No. of Units)			$163,483.90
Assessment Net Change			$36.22
Estimated fund balance as of June 30, 2024			$361,423.51
Estimated fund balance as of June 30, 2025			$392,758.33

CITY OF LIVERMORE

District Name: Scenic
Arroyo Estates Number:
1992-1

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

27,000 SF comprised of
86.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$7,675.00
Contractor Services			$640.00
Irrigation Water			$5,854.72
Maintenance Materials			$171.00
Equipment Maintenance & Operations			$242.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$382.68
Phone Costs			$0.00
Subtotal:			$14,965.40
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,497.00
Alameda County Charge	1.7% of Assessment Revenue		$359.00
Subtotal:			$1,856.00
Total cost of maintenance			$16,821.40
Total Revenue (FY2024-25 Assessment x No. of Units)			$21,091.82
Assessment Net Change			$7.99
Estimated fund balance as of June 30, 2024			$53,633.18
Estimated fund balance as of June 30, 2025			$57,903.60

CITY OF LIVERMORE

District Name: Danbury
Number: 1994-1

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

9,100 SF comprised of 67.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$8,813.00
Contractor Services			$698.00
Irrigation Water			$2,776.40
Maintenance Materials			$183.00
Equipment Maintenance & Operations			$277.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$12,747.40
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,275.00
Alameda County Charge	1.7% of Assessment Revenue		$266.00
Subtotal:			$1,541.00
Total cost of maintenance			$14,288.40
Total Revenue (FY2024-25 Assessment x No. of Units)			$15,620.77
Assessment Net Change			$7.58
Estimated fund balance as of June 30, 2024			$15,094.79
Estimated fund balance as of June 30, 2025			$16,427.16

CITY OF LIVERMORE

District Name: Portola
Meadows Number: 1994-2

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

26,660 SF comprised of
132.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$13,362.00
Contractor Services			$1,446.00
Irrigation Water			$15,091.58
Maintenance Materials			$125.00
Equipment Maintenance & Operations			$421.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$795.08
Phone Costs			$0.00
Subtotal:			$31,240.66
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$3,124.00
Alameda County Charge	1.7% of Assessment Revenue		$610.00
Subtotal:			$3,734.00
Total cost of maintenance			$34,974.66
Total Revenue (FY2024-25 Assessment x No. of Units)			$35,858.86
Assessment Net Change			$8.85
Estimated fund balance as of June 30, 2024			$107,844.11
Estimated fund balance as of June 30, 2025			$108,728.31

CITY OF LIVERMORE

District Name: California Promenade I and II
Number: 1994-3

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

55,836 SF comprised of 152.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$27,670.00
Contractor Services			$7,142.00
Irrigation Water			$4,194.82
Maintenance Materials			$630.02
Equipment Maintenance & Operations			$870.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$40,506.84
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$4,051.00
Alameda County Charge	1.7% of Assessment Revenue		$1,002.00
Subtotal:			$5,053.00
Total cost of maintenance			$45,559.84
Total Revenue (FY2024-25 Assessment x No. of Units)			$58,924.18
Assessment Net Change			$12.62
Estimated fund balance as of June 30, 2024			$160,211.90
Estimated fund balance as of June 30, 2025			$173,576.24

CITY OF LIVERMORE

District Name: Windmill
Springs Number: 1994-4

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

16,250 SF comprised of
113.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$6,823.00
Contractor Services			$2,344.00
Irrigation Water			$3,904.80
Maintenance Materials			$64.00
Equipment Maintenance & Operations			$215.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$75.54
Phone Costs			$0.00
Subtotal:			$13,426.34
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,343.00
Alameda County Charge	1.7% of Assessment Revenue		$326.00
Subtotal:			$1,669.00
Total cost of maintenance			$15,095.34
Total Revenue (FY2024-25 Assessment x No. of Units)			$19,202.14
Assessment Net Change			$5.53
Estimated fund balance as of June 30, 2024			$76,648.16
Estimated fund balance as of June 30, 2025			$80,754.96

CITY OF LIVERMORE

District Name: California
Nugget I Number: 1994-6

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

15,797 SF comprised of
11.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,507.00
Contractor Services			$374.00
Irrigation Water			$4,526.38
Maintenance Materials			$33.00
Equipment Maintenance & Operations			$110.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$8,550.38
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$855.00
Alameda County Charge	1.7% of Assessment Revenue		$169.00
Subtotal:			$1,024.00
Total cost of maintenance			$9,574.38
Total Revenue (FY2024-25 Assessment x No. of Units)			$9,922.84
Assessment Net Change			$29.38
Estimated fund balance as of June 30, 2024			$23,213.94
Estimated fund balance as of June 30, 2025			$23,562.40

CITY OF LIVERMORE

District Name: Rincon
Estates Number: 1994-7

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

1,893 SF comprised of 42.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,421.00
Contractor Services			$0.00
Irrigation Water			$547.32
Maintenance Materials			$114.00
Equipment Maintenance & Operations			$45.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$2,127.32
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$213.00
Alameda County Charge	1.7% of Assessment Revenue		$49.00
Subtotal:			$262.00
Total cost of maintenance			$2,389.32
Total Revenue (FY2024-25 Assessment x No. of Units)			$2,906.06
Assessment Net Change			$2.25
Estimated fund balance as of June 30, 2024			$21,199.99
Estimated fund balance as of June 30, 2025			$21,716.73

CITY OF LIVERMORE

District Name: Hallmark
Collection Number: 1994-8

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

1,893 SF comprised of 17.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,137.00
Contractor Services			$42.00
Irrigation Water			$781.70
Maintenance Materials			$11.00
Equipment Maintenance & Operations			$35.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$89.34
Phone Costs			$0.00
Subtotal:			$2,096.04
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$210.00
Alameda County Charge	1.7% of Assessment Revenue		$45.00
Subtotal:			$255.00
Total cost of maintenance			$2,351.04
Total Revenue (FY2024-25 Assessment x No. of Units)			$2,663.91
Assessment Net Change			$5.10
Estimated fund balance as of June 30, 2024			$13,526.03
Estimated fund balance as of June 30, 2025			$13,838.90

CITY OF LIVERMORE

District Name: Orchard
Business Park Number:
1995-1

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

148,200 SF comprised of
185.60 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$12,130.00
Contractor Services			$10,442.00
Irrigation Water			$5,630.60
Maintenance Materials			$213.00
Equipment Maintenance & Operations			$382.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$28,797.60
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,880.00
Alameda County Charge	1.7% of Assessment Revenue		$750.00
Subtotal:			$3,630.00
Total cost of maintenance			$32,427.60
Total Revenue (FY2024-25 Assessment x No. of Units)			$44,110.11
Assessment Net Change			$7.74
Estimated fund balance as of June 30, 2024			$111,454.63
Estimated fund balance as of June 30, 2025			$123,137.14

CITY OF LIVERMORE

District Name: Sandhurst
Number: 1995-2

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

50,700 SF comprised of
168.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,317.00
Contractor Services			$4,420.60
Irrigation Water			$15,977.58
Maintenance Materials			$31.00
Equipment Maintenance & Operations			$105.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$23,851.18
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,385.00
Alameda County Charge	1.7% of Assessment Revenue		$556.00
Subtotal:			$2,941.00
Total cost of maintenance			$26,792.18
Total Revenue (FY2024-25 Assessment x No. of Units)			$32,687.04
Assessment Net Change			$6.34
Estimated fund balance as of June 30, 2024			$27,301.87
Estimated fund balance as of June 30, 2025			$33,196.73

CITY OF LIVERMORE

District Name: Airport
Business # 1 Number:
1995-4

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

76,842 SF comprised of
33.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,042.00
Contractor Services			$11,394.00
Irrigation Water			$14,141.66
Maintenance Materials			$11.00
Equipment Maintenance & Operations			$33.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$26,621.66
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$2,662.00
Alameda County Charge	1.7% of Assessment Revenue		$566.00
Subtotal:			$3,228.00
Total cost of maintenance			$29,849.66
Total Revenue (FY2024-25 Assessment x No. of Units)			$33,323.52
Assessment Net Change			$32.88
Estimated fund balance as of June 30, 2024			$72,896.80
Estimated fund balance as of June 30, 2025			$76,370.66

CITY OF LIVERMORE

District Name: Alden
Estates Number: 1995-6

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

20,361 SF comprised of
20.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$948.00
Contractor Services			$770.00
Irrigation Water			$9,369.86
Maintenance Materials			$109.00
Equipment Maintenance & Operations			$29.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$11,225.86
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,123.00
Alameda County Charge	1.7% of Assessment Revenue		$225.00
Subtotal:			$1,348.00
Total cost of maintenance			$12,573.86
Total Revenue (FY2024-25 Assessment x No. of Units)			$13,236.67
Assessment Net Change			$21.55
Estimated fund balance as of June 30, 2024			$46,721.90
Estimated fund balance as of June 30, 2025			$47,384.71

CITY OF LIVERMORE

District Name: Scenic
Links Number: 1995-7

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

9,680 SF comprised of 51.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$758.00
Contractor Services			$0.00
Irrigation Water			$1,970.40
Maintenance Materials			$6.00
Equipment Maintenance & Operations			$24.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$2,758.40
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$276.00
Alameda County Charge	1.7% of Assessment Revenue		$131.00
Subtotal:			$407.00
Total cost of maintenance			$3,165.40
Total Revenue (FY2024-25 Assessment x No. of Units)			$7,694.18
Assessment Net Change			$4.91
Estimated fund balance as of June 30, 2024			$31,652.29
Estimated fund balance as of June 30, 2025			$36,181.07

CITY OF LIVERMORE

District Name: Portola
Collection Number: 1996-1

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

5,740 SF comprised of 29.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,980.00
Contractor Services			$590.00
Irrigation Water			$3,270.94
Maintenance Materials			$137.00
Equipment Maintenance & Operations			$126.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$8,103.94
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$810.00
Alameda County Charge	1.7% of Assessment Revenue		$188.00
Subtotal:			$998.00
Total cost of maintenance			$9,101.94
Total Revenue (FY2024-25 Assessment x No. of Units)			$11,050.92
Assessment Net Change			$12.41
Estimated fund balance as of June 30, 2024			$27,019.08
Estimated fund balance as of June 30, 2025			$28,968.06

CITY OF LIVERMORE

District Name: Altamont
#1 Number: 1996-2

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

56,192 SF comprised of
54.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$4,264.00
Contractor Services			$1,933.50
Irrigation Water			$7,987.88
Maintenance Materials			$39.00
Equipment Maintenance & Operations			$134.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$14,358.38
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,436.00
Alameda County Charge	1.7% of Assessment Revenue		$321.00
Subtotal:			$1,757.00
Total cost of maintenance			$16,115.38
Total Revenue (FY2024-25 Assessment x No. of Units)			$18,878.80
Assessment Net Change			$11.39
Estimated fund balance as of June 30, 2024			$93,331.29
Estimated fund balance as of June 30, 2025			$96,094.71

CITY OF LIVERMORE

District Name: Beck - Concannon Blvd/Murdell Lane Number: 1996-3

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

29,532 SF comprised of 39.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$8,245.00
Contractor Services			$1,088.00
Irrigation Water			$7,817.82
Maintenance Materials			$176.00
Equipment Maintenance & Operations			$260.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$17,586.82
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,759.00
Alameda County Charge	1.7% of Assessment Revenue		$497.00
Subtotal:			$2,256.00
Total cost of maintenance			$19,842.82
Total Revenue (FY2024-25 Assessment x No. of Units)			$29,260.39
Assessment Net Change			$24.42
Estimated fund balance as of June 30, 2024			$114,529.06
Estimated fund balance as of June 30, 2025			$123,946.63

CITY OF LIVERMORE

District Name: Sterling
Reserve 1 Number: 1996-5

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

9,930 SF comprised of 30.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$4,170.00
Contractor Services			$460.00
Irrigation Water			$0.00
Maintenance Materials			$1,391.82
Equipment Maintenance & Operations			$132.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$36.54
Subtotal:			$6,190.36
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$619.00
Alameda County Charge	1.7% of Assessment Revenue		$172.00
Subtotal:			$791.00
Total cost of maintenance			$6,981.36
Total Revenue (FY2024-25 Assessment x No. of Units)			$10,107.16
Assessment Net Change			$10.97
Estimated fund balance as of June 30, 2024			$46,669.31
Estimated fund balance as of June 30, 2025			$49,795.11

CITY OF LIVERMORE

District Name: Sterling
Reserve 2 Number: 1996-6

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

3,860 SF comprised of 10.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,706.00
Contractor Services			$216.00
Irrigation Water			$0.00
Maintenance Materials			$16.00
Equipment Maintenance & Operations			$54.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$146.26
Subtotal:			$2,138.26
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$214.00
Alameda County Charge	1.7% of Assessment Revenue		$65.00
Subtotal:			$279.00
Total cost of maintenance			$2,417.26
Total Revenue (FY2024-25 Assessment x No. of Units)			$3,841.32
Assessment Net Change			$12.51
Estimated fund balance as of June 30, 2024			$19,335.85
Estimated fund balance as of June 30, 2025			$20,759.91

CITY OF LIVERMORE

District Name: Devon
Place T-6801 Number:
1996-7

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

12,420 SF comprised of 9.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$4,832.00
Contractor Services			$492.00
Irrigation Water			$4,322.34
Maintenance Materials			$145.00
Equipment Maintenance & Operations			$152.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$9,943.34
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$994.00
Alameda County Charge	1.7% of Assessment Revenue		$192.00
Subtotal:			$1,186.00
Total cost of maintenance			$11,129.34
Total Revenue (FY2024-25 Assessment x No. of Units)			$11,273.58
Assessment Net Change			$0.00
Estimated fund balance as of June 30, 2024			$6,072.36
Estimated fund balance as of June 30, 2025			$6,216.60

CITY OF LIVERMORE

District Name: Maralisa I
Number: 1996-8

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

9,499 SF comprised of 61.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$7,865.00
Contractor Services			$6,216.50
Irrigation Water			$3,441.88
Maintenance Materials			$73.00
Equipment Maintenance & Operations			$248.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$155.16
Phone Costs			$138.08
Subtotal:			$18,137.62
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,814.00
Alameda County Charge	1.7% of Assessment Revenue		$359.00
Subtotal:			$2,173.00
Total cost of maintenance			$20,310.62
Total Revenue (FY2024-25 Assessment x No. of Units)			$21,104.86
Assessment Net Change			$11.27
Estimated fund balance as of June 30, 2024			$60,140.69
Estimated fund balance as of June 30, 2025			$60,934.93

CITY OF LIVERMORE

District Name: California
Ranch Number: 1996-9

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

24,600 SF comprised of
90.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$9,476.00
Contractor Services			$1,276.00
Irrigation Water			$6,708.94
Maintenance Materials			$88.00
Equipment Maintenance & Operations			$298.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$315.58
Phone Costs			$130.50
Subtotal:			$18,293.02
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,829.00
Alameda County Charge	1.7% of Assessment Revenue		$242.00
Subtotal:			$2,071.00
Total cost of maintenance			$20,364.02
Total Revenue (FY2024-25 Assessment x No. of Units)			$14,209.88
Assessment Net Change			$5.14
Estimated fund balance as of June 30, 2024			$(19,386.45)
Estimated fund balance as of June 30, 2025			$(25,540.59)

CITY OF LIVERMORE

District Name: California
Mountain View - 1
Number: 1997-2

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

4,320 SF comprised of 83.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,748.00
Contractor Services			$0.00
Irrigation Water			$3,413.70
Maintenance Materials			$25.00
Equipment Maintenance & Operations			$87.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$315.58
Phone Costs			$0.00
Subtotal:			$6,589.28
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$659.00
Alameda County Charge	1.7% of Assessment Revenue		$172.00
Subtotal:			$831.00
Total cost of maintenance			$7,420.28
Total Revenue (FY2024-25 Assessment x No. of Units)			$10,100.51
Assessment Net Change			$3.96
Estimated fund balance as of June 30, 2024			$17,144.70
Estimated fund balance as of June 30, 2025			$19,824.93

CITY OF LIVERMORE

District Name: California
Mountain View - 2
Number: 1997-3

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

1,145 SF comprised of 60.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$1,232.00
Contractor Services			$100.00
Irrigation Water			$1,543.22
Maintenance Materials			$12.00
Equipment Maintenance & Operations			$38.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$81.06
Phone Costs			$0.00
Subtotal:			$3,006.28
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$301.00
Alameda County Charge	1.7% of Assessment Revenue		$100.00
Subtotal:			$401.00
Total cost of maintenance			$3,407.28
Total Revenue (FY2024-25 Assessment x No. of Units)			$5,904.55
Assessment Net Change			$3.20
Estimated fund balance as of June 30, 2024			$18,417.74
Estimated fund balance as of June 30, 2025			$20,915.01

CITY OF LIVERMORE

District Name: National
Drive Number: 1997-4

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

12,200 SF comprised of
169.90 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$5,686.00
Contractor Services			$384.00
Irrigation Water			$4,597.60
Maintenance Materials			$153.00
Equipment Maintenance & Operations			$179.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$10,999.60
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,100.00
Alameda County Charge	1.7% of Assessment Revenue		$224.00
Subtotal:			$1,324.00
Total cost of maintenance			$12,323.60
Total Revenue (FY2024-25 Assessment x No. of Units)			$13,191.01
Assessment Net Change			$2.53
Estimated fund balance as of June 30, 2024			$56,575.10
Estimated fund balance as of June 30, 2025			$57,442.51

CITY OF LIVERMORE

District Name: Dover
Number: 1997-5

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

13,680 SF comprised of
44.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$8,054.00
Contractor Services			$2,634.40
Irrigation Water			$4,202.48
Maintenance Materials			$275.00
Equipment Maintenance & Operations			$253.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$15,418.88
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$1,542.00
Alameda County Charge	1.7% of Assessment Revenue		$364.00
Subtotal:			$1,906.00
Total cost of maintenance			$17,324.88
Total Revenue (FY2024-25 Assessment x No. of Units)			$21,437.77
Assessment Net Change			$15.87
Estimated fund balance as of June 30, 2024			$69,247.67
Estimated fund balance as of June 30, 2025			$73,360.56

CITY OF LIVERMORE

District Name: Silver
Oaks Number: 1990-1

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

8,700 SF comprised of 10.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$3,033.00
Contractor Services			$440.00
Irrigation Water			$4,245.90
Maintenance Materials			$129.00
Equipment Maintenance & Operations			$96.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$7,943.90
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$794.00
Alameda County Charge	1.7% of Assessment Revenue		$63.00
Subtotal:			$857.00
Total cost of maintenance			$8,800.90
Total Revenue (FY2024-25 Assessment x No. of Units)			$3,679.76
Assessment Net Change			$8.51
Estimated fund balance as of June 30, 2024			$(25,481.94)
Estimated fund balance as of June 30, 2025			$(30,603.08)

CITY OF LIVERMORE

District Name: Tapestry
Number: 1993-1

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

153,900 SF comprised of
164.00 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$14,214.00
Contractor Services			$12,928.00
Irrigation Water			$53,419.80
Maintenance Materials			$233.00
Equipment Maintenance & Operations			$448.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$752.52
Phone Costs			$0.00
Subtotal:			$81,995.32
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$8,200.00
Alameda County Charge	1.7% of Assessment Revenue		$1,187.00
Subtotal:			$9,387.00
Total cost of maintenance			$91,382.32
Total Revenue (FY2024-25 Assessment x No. of Units)			$69,797.13
Assessment Net Change			$9.84
Estimated fund balance as of June 30, 2024			$83,812.04
Estimated fund balance as of June 30, 2025			$62,226.85

CITY OF LIVERMORE

District Name: Walmart
Number: 1993-2

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

34,500 SF comprised of 44.69 units or acres

Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$0.00
Contractor Services			$0.00
Irrigation Water			$0.00
Maintenance Materials			$0.00
Equipment Maintenance & Operations			$0.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$0.00
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$0.00
Alameda County Charge	1.7% of Assessment Revenue		$33.00
Subtotal:			$33.00
Total cost of maintenance			$33.00
Total Revenue (FY2024-25 Assessment x No. of Units)			$1,945.23
Assessment Net Change			$1.01
Estimated fund balance as of June 30, 2024			$48,833.17
Estimated fund balance as of June 30, 2025			$50,745.40

CITY OF LIVERMORE

District Name: Jack
London Place Number:
1995-3

FISCAL YEAR 2024-25 ESTIMATE OF COSTS

8,680 SF comprised of 21.00 units or acres

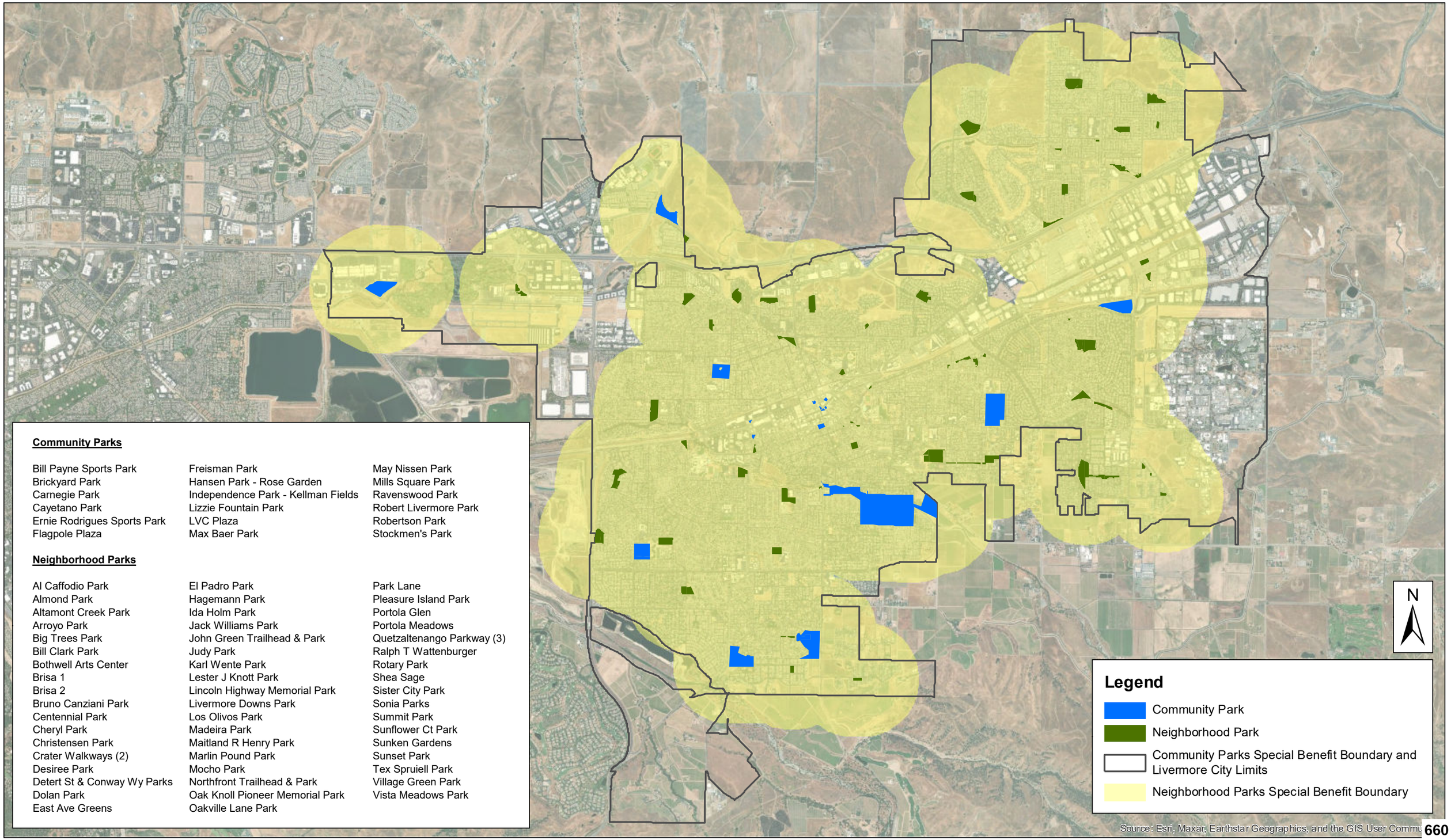
Budget Categories			Annual Cost Estimate
DIRECT COSTS			
Personnel Costs			$2,464.00
Contractor Services			$2,168.10
Irrigation Water			$2,430.74
Maintenance Materials			$23.00
Equipment Maintenance & Operations			$78.00
Equipment Purchase and Repayment			$0.00
Electric Costs			$0.00
Phone Costs			$0.00
Subtotal:			$7,163.84
INDIRECT COSTS			
Program Administration	10% of Direct Costs		$716.00
Alameda County Charge	1.7% of Assessment Revenue		$49.00
Subtotal:			$765.00
Total cost of maintenance			$7,928.84
Total Revenue (FY2024-25 Assessment x No. of Units)			$2,886.18
Assessment Net Change			$3.18
Estimated fund balance as of June 30, 2024			$(32,303.49)
Estimated fund balance as of June 30, 2025			$(37,346.15)

APPENDIX B

CITY PARKS SYSTEM
BENEFIT DIAGRAM

City of Livermore
City Parks System Benefit Diagram

EXHIBIT C



Community Parks

Bill Payne Sports Park
Brickyard Park
Carnegie Park
Cayetano Park
Ernie Rodrigues Sports Park
Flagpole Plaza
Freisman Park
Hansen Park - Rose Garden
Independence Park - Kellman Fields
Lizzie Fountain Park
LVC Plaza
Max Baer Park
May Nissen Park
Mills Square Park
Ravenswood Park
Robert Livermore Park
Robertson Park
Stockmen's Park

Neighborhood Parks

Al Caffodio Park
Almond Park
Altamont Creek Park
Arroyo Park
Big Trees Park
Bill Clark Park
Bothwell Arts Center
Brisa 1
Brisa 2
Bruno Canziani Park
Centennial Park
Cheryl Park
Christensen Park
Crater Walkways (2)
Desiree Park
Detert St & Conway Wy Parks
Dolan Park
East Ave Greens
El Padro Park
Hagemann Park
Ida Holm Park
Jack Williams Park
John Green Trailhead & Park
Judy Park
Karl Wente Park
Lester J Knott Park
Lincoln Highway Memorial Park
Livermore Downs Park
Los Olivos Park
Madeira Park
Maitland R Henry Park
Marlin Pound Park
Mocho Park
Northfront Trailhead & Park
Oak Knoll Pioneer Memorial Park
Oakville Lane Park
Park Lane
Pleasure Island Park
Portola Glen
Portola Meadows
Quetzaltenango Parkway (3)
Ralph T Wattenburger
Rotary Park
Shea Sage
Sister City Park
Sonia Parks
Summit Park
Sunflower Ct Park
Sunken Gardens
Sunset Park
Tex Spruiell Park
Village Green Park
Vista Meadows Park

APPENDIX C

ASSESSMENT ROLL
(on file with the City Clerk)

EXHIBIT C

LIVERMORE
CALIFORNIA

Consolidated Annual Report

Part II

Landscape Maintenance District No. 859 (Downtown) Engineer's Report

Fiscal Year 2024-25

June 10, 2024

Prepared by

FRANCISCO AND ASSOCIATES
Where Innovative Strategies Fund Tomorrow's Communities

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CITY OF LIVERMORE
CITY COUNCIL MEMBERS AND CITY STAFF

FISCAL YEAR 2024-25

City Council Members

John Marchand
Mayor

Bob Carling
Vice Mayor

Ben Barrientos
Council Member

Evan Branning
Council Member

Brittni Kiick
Council Member

Marianna Marysheva
City Manager

Tara Mazzanti
Assistant City Attorney

Deborah Elam
Acting City Clerk

Joel Waxdeck
City Engineer

Judy Erlandson
Acting Public Works Director

Joe Prime
Maintenance and Golf
Operations Manager

Marisa Gan
Management Analyst II

SECTION 1

INTRODUCTION

Background
On February 12, 2007, the Livermore City Council adopted a Resolution of Intention which indicated their intent to start the process to form Landscape Maintenance District 859 ("District"). On February 14 and February 15, 2007, assessment notices and ballots were mailed to all affected property owners located with the proposed District. On April 9, 2007, a public hearing was held to allow public testimony regarding the formation of the District. On April 10, 2007, the assessment ballots were tabulated by the City Clerk and it was determined that 66% of the ballots received were in favor of forming the District. On April 23, 2007, the Livermore City Council formed Landscape Maintenance District 859 and authorized the levy of assessments for Fiscal Year (FY) 2006-07.

Proposition 218 Information
On November 5, 1996, California voters approved Proposition 218, entitled "Right to Vote on Taxes Act", which added Articles XIIIC and XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 established procedural requirements for the formation and administration of assessment districts. Proposition 218 also required that with certain specified exceptions, beginning July 1, 1997, all existing, new, or increased assessments shall comply with Article XIIID.

In order to comply with the requirements of Proposition 218, the City of Livermore implemented the following procedures:

1. Every property owner subject to the proposed assessment was mailed a ballot allowing the property owner(s) the opportunity to vote on whether to form the District. The ballots were accompanied by a public notice describing their total estimated assessment, the individual property owner's estimated assessment, the reason for the proposed assessment and the general basis upon which the assessment was calculated.

2. Publicly owned properties (generally those which are developed similar to residential, commercial, and industrial use, as opposed to open space, parks, right-of-way, etc.) were assessed.

3. Assessment ballots returned before the close of the public input portion of the public hearing were tabulated to determine whether a majority protest against the proposed assessment existed. Ballots were weighted by each property owner's estimated assessment amount.

4. The City of Livermore held a Public Hearing on April 9, 2007, to provide an opportunity for any interested person to be heard. At the conclusion of the public input portion of the Public Hearing, the City Council continued the public hearing to April 23, 2007 to allow time for the City Clerk to tabulate the assessment ballots.

5. The results of the assessment balloting process were presented to the City Council at their April 23, 2007 Council meeting. It was found that the valid "YES" votes (weighted by assessment amount) represented 66% of the total valid votes (weighted by assessment amount), therefore City Council formed Landscape Maintenance District 859 and authorized the levy of assessments for Fiscal Year 2006-07.

Current Annual Administration

As required by the 1972 Act, this Engineer's Report describes the improvements to be operated, maintained and serviced by the District, provides a cost estimate for the District, describes the properties and zones of benefit within the District, describes the method used to allocate the costs to the benefiting properties within the District, and lists the proposed assessments to be levied upon each assessable lot or parcel within the District.

Payment of the assessment for each parcel may be either manually billed by the City or placed on each property owner's secured property tax bill. All funds collected through the assessment must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT PREPARED PURSUANT TO THE PROVISIONS OF LANDSCAPING AND LIGHTING ACT OF 1972 SECTION 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

LANDSCAPE MAINTENANCE DISTRICT NO. 859

FISCAL YEAR 2024-25

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500), and in accordance with the Resolution Directing The City Engineer To File An Annual Report, adopted by the City of Livermore on June 10, 2024, I, Joel Waxdeck, the duly appointed Engineer of Work, Assessment Engineer for Landscape Maintenance District 859 ("District") submit the following Report, consisting of Section I (Introduction), and this Section II, which consists of the following five (5) parts:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements in the District. Plans and specifications for the improvements are as set forth on the list thereof, attached hereto, and are on file in the Office of the City Engineer of the City of Livermore, and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of the cost of the proposed improvements for Fiscal Year 2024-25, including incidental costs and expenses in connection therewith. The estimate is as set forth on the lists thereof, attached hereto, and is on file in the Office of the City Clerk of the City of Livermore.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District, the boundaries of any zones within the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the City Clerk of the City of Livermore.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year when this Report was prepared. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART D: METHOD OF APPORTIONMENT OF ASSESSMENTS

This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefits to be received.

PART E: PROPERTY OWNER LIST & ASSESSMENT ROLL

This part contains an assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the District. The Assessment Roll is filed in the Office of the City Clerk of the City of Livermore and is incorporated in this Report. The list is keyed to the records of the Alameda County Assessor, which are incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The streetscape, park, plaza, and trail improvements that will be operated, maintained, and serviced by Landscape Maintenance District No. 859 are generally described below:

1. **Streetscapes:**
   The streetscape improvements which are generally located along 1st Street consist of landscaping, irrigation and irrigation systems, electricity and electrical systems, trees, bushes, shrubs, planters, urns, pots, landscape lighting, landscape trellises, fountains, sidewalks, bluestone pavers, flex zones, benches, bicycle racks, kiosks, drinking fountains, trash receptacles, tree and vine grates and other ancillary improvements identified in the First Street Streetscape Improvement Plans.

2. **Parks:**
   The park improvements consist of landscaping, irrigation and irrigation systems, electricity and electrical systems, trees, bushes, shrubs, landscape lighting, irrigation systems, sidewalks and trails, benches, bicycle racks, drinking fountains, trash receptacles, playground equipment and other ancillary improvements which are included in Carnegie Park, Hansen Park, Brickyard Park, Livermorium Park, Stockmen's Park, and various neighborhood pocket parks.

3. **Plazas:**
   The plaza improvements consist of landscaping, irrigation and irrigation systems, electricity and electrical systems, trees, bushes, shrubs, planters, urns, pots, landscape lighting, landscape trellises, fountains, sidewalks, bluestone pavers, flex zones, benches, bicycle racks, kiosks, drinking fountains, trash receptacles, flagpoles, flagpole lighting, memorial plaques, tree and vine grates and other ancillary improvements identified in the First Street Streetscape Flag Pole Plaza and LVC Park Plaza Improvement Plans.

4. **Trails:**
   The trails which are generally located along Railroad Avenue consist of decomposed granite, pedestrian bridges, fencing, signage and adjacent landscaping and irrigation and irrigation systems, electricity and electrical systems and other ancillary improvements that are typically constructed within City trail systems.

The location of the improvements described above are shown on the Improvement Location Map in Appendix A. The plans and specifications for the improvements are on file in the Office of the City Clerk of the City of Livermore.

PART B

ESTIMATE OF COST

The 1972 Act provides that the total cost for the operation, maintenance and servicing of the streetscape, park, plaza, and trail facilities can be recovered by the District. Maintenance can include the repair, removal, and capital replacement of the existing facilities; providing for the life, growth, health, and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, and treating for disease or injury; and the removal of trimmings, rubbish, debris, and other solid waste, etc. Servicing can include electrical, water, gas, and associated costs from a public utility, etc. Incidental expenses, including administration of the District, engineering fees, legal fees, printing, posting, and mailing of notices and all other costs associated with the annual collection of assessments, etc. are included within the annual costs shown in Table 1A below.

The estimated capital replacement costs and estimated annual maintenance costs upon completion of all facilities (in Fiscal Year 2024-25 dollars) are shown below in Table No. 1A. In addition, the table shows the proposed Fiscal Year 2024-25 annual maintenance costs based upon facilities currently or proposed to be constructed in Fiscal Year 2024-25 along with the percentages of special benefit and general benefit for each facility.

Table No. 1A - Fiscal Year 2024-25 Estimate of Cost Summary (in Fiscal Year 2024-25 dollars)

Improvement Description	Estimated Annual Capital Replacement Costs [1]	Estimated Maximum Annual Maintenance Costs [2]	Estimated FY 2024-25 Actual Maintenance Costs	Special Benefit Percentage of FY 2024-25 Maint. Costs	Special Benefit Allocation of FY 2024-25 Maint. Costs	General Benefit Percentage of FY 2024-25 Maint. Costs	General Benefit Allocation of FY 2024-25 Maint. Costs
1st Street Streetscape (L to Maple)	$205,178	$566,357	$532,491	90.00%	$479,242	10.00%	$53,249
1st Street Streetscape (Stanley to L St.)	$43,769	$108,928	$16,858	90.00%	$15,172	10.00%	$1,686
1st Street Streetscape (Maple to Inman)	$33,060	$80,837	$8,811	90.00%	$7,930	10.00%	$881
Flag Pole Plaza & Lizzy Fountain	$47,394	$182,042	$72,585	60.00%	$43,551	40.00%	$29,034
Shea, Stockmen's & Livermorium Parks	$35,551	$278,241	$71,542	60.00%	$42,925	40.00%	$28,617
Carnegie, Brickyard & Hansen Parks	$16,792	$186,455	$86,867	60.00%	$52,120	40.00%	$34,747
Pocket Parks [3]	$49,385	$459,746	$0	90.00%	$0	10.00%	$0
Trails	$192,969	$67,690	$0	47.00%	$0	53.00%	$0
Total Estimated Annual Cost	**$624,098**	**$1,930,296**	**$789,153**		**$640,940**		**$148,214**

[1] City will complete necessary capital improvements, whose costs shall be a portion of the City's contributions to the Downtown LMD.
[2] The Estimated Maximum Annual Maintenance Cost is in Fiscal Year 2024-25 dollars and assumes all improvements have been installed.
[3] 85% of the benefit of the pocket parks will be directly attributable to the developments which install them, 5% shall be considered a special benefit to the Downtown LMD, and 10% shall be considered a General Benefit. The cost of maintaining said pocket parks shall be distributed in line with these benefit percentages.

Table No. 1B below shows the allocation of revenue from the various funding sources (assessment revenue and City contributions) to fund the Fiscal Year 2024-25 estimated maintenance costs.

Table No. 1B - Fiscal Year 2024-25 Estimate of Cost Summary (Continued)
(in Fiscal Year 2024-25 dollars)

Improvement Description	Max. FY 2024-25 Assessment Revenue That Can Be Assessed [1]	FY 2024-25 Assessment Revenue [2]	FY 2024-25 General Benefit Required Contribution [3]	FY 2024-25 Supplemental Contribution by the City [4]	FY 2024-25 Estimated Annual Maintenance Costs
1st Street Streetscape (L to Maple)	$306,759	$306,759	$53,249	$172,483	$532,491
1st Street Streetscape (Stanley to L St.)	$133,550	$15,172	$1,686	$0	$16,858
1st Street Streetscape (Maple to Inman)	$76,505	$7,930	$881	$0	$8,811
Flag Pole Plaza & Lizzy Fountain	$117,262	$43,551	$29,034	$0	$72,585
Shea, Stockmen's & Livermorium Parks	$179,228	$42,925	$28,617	$0	$71,542
Carnegie, Brickyard & Hansen Parks	$120,104	$52,120	$34,747	$0	$86,867
Pocket Parks	$24,679	$0	$0	$0	$0
Trails	$37,578	$0	$0	$0	$0
Total Estimated Annual Cost	**$995,663**	**$468,457**	**$148,214**	**$172,483**	**$789,153**

[1] This is the maximum assessment revenue that can be collected from the parcels within the boundaries of the District for the maintenance of each improvement type. The maximum assessment revenue is based upon the maximum assessment rates established when the District was formed.
[2] The Assessment Revenue above may not foot to the total amount shown in the roll due to County rounding adjustments.
[3] The City's required contribution is $148,214 which covers the estimated general benefits received by properties inside or the boundaries of the district.
[4] The City's supplemental contribution of $172,483 is needed because entitlements for certain properties expired and the maximum allowable assessments have already been levied against the parcels benefitting from the various improvements.

The 1972 Act requires that a special fund be set up for the revenues and expenditures of the District. Funds raised by the assessments shall be used only for the purpose as stated herein. Any balance remaining on July 1 must be carried over to the next fiscal year unless the funds are being accumulated for capital or operating reserves.

PART C

ASSESSMENT DISTRICT DIAGRAM

The boundaries and benefit zones of the City of Livermore's Landscape Maintenance District No. 859 are shown on the Assessment Diagram in Appendix B. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Alameda County Assessor for the year in which this Report was prepared and are incorporated by reference herein and made part of this Report.

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

GENERAL

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment districts by Agencies for the purpose of providing certain public improvements, which includes the operation, maintenance and servicing of streetscapes, parks, plazas, and trails.

Section 22573 of the Landscape and Lighting Act of 1972 requires that assessments must be levied according to special benefit, rather than according to assessed valuations. This Section states:

> "The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

In addition, Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property.

The Act permits the designation of zones of benefit within any individual assessment district if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax".

Article XIIID provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts, public parkways and parks, and that portion of public property that is not developed and used for business purposes similar to private residential, commercial, industrial, and institutional activities.

ASSESSMENT METHODOLOGY

The total operation, maintenance and servicing costs for the streetscape, park, plaza, and trail improvements are apportioned in accordance with the benefit spread methodology described below.

General Versus Special Benefit

The City may only assess property owners for that portion of the improvements which provide a special and direct benefit to the properties located within the boundaries of the District. General benefits are not assessable and the City must fund that portion of the improvements which provides a general benefit to the public at large with some other funding source, such as the general fund. The 1972 Act does not specify a formula or method to use when determining the amount of general versus special benefit. The Engineer of Work is responsible for conducting the general versus special benefit analysis and then making a recommendation to the City Council, which makes the final determination.

Streetscape Benefit Spread Methodology

Because the construction of the streetscape improvements occurred in three (3) distinct phases and because the types of improvements within each phase vary substantially from one phase to another, special benefit zones have been developed. These benefit zones are illustrated on the Assessment Diagram located in Appendix B.

Parcels located within Benefit Zone A-1 will benefit from the streetscape improvements located generally along 1st Street from South L Street to Maple Street. Parcels located within Benefit Zone B-1 will benefit from the streetscape improvements located generally along 1st Street from Stanley Blvd. to South L Street. Parcels located within Benefit Zone C-1 will benefit from the streetscape improvements located generally along 1st Street from Maple Street to Inman Street.

Because most of the streetscape improvements are being constructed to help promote and develop an aesthetically pleasing and vibrant downtown that will attract residents to live and patrons to shop, most of the benefits received from the streetscape improvements will be special and direct benefits to the property owners located adjacent to those improvements. It is estimated that 10% of the costs to operate, maintain and service the streetscape improvements will be a benefit to the general public ("General Benefit") and 90% of the costs to maintain the streetscape improvements will be a special and direct benefit to the property owners located within the District ("Special Benefit"). Table No. 2 on the following page shows the streetscape maintenance costs associated with each construction phase anticipated at buildout at the time of formation and their proportionate general and special benefit cost allocations.

Table No. 2 - Streetscape Maintenance Cost Allocations				
Improvement Phase	Estimated Total Annual Maintenance Costs	General Benefit Percentage of Total Annual Costs	General Benefit Portion of Total Annual Costs	Special Benefit Portion of Total Annual Costs
Streetscape (Zone "A-1")	$566,357	10.00%	$56,636	$509,721
Streetscape (Zone "B-1")	$108,928	10.00%	$10,893	$98,036
Streetscape (Zone "C-1")	$80,837	10.00%	$8,084	$72,753
Total	**$756,122**		**$75,612**	**$680,510**

The proposed annual streetscape maintenance costs for each benefit zone will be spread to the parcels located within that benefit zone based upon parcel front footage and improved building square footage.

Twenty five percent (25%) of the assessable maintenance cost within each benefit zone will be spread to the parcels fronting the streetscape improvements on 1st Street, based upon their proportionate share of parcel frontage fronting the streetscape improvements. The remaining seventy-five (75%) of the assessable maintenance costs within each benefit zone will be spread to the parcels within that benefit zone based on their proportionate share of improved building square footage. The improved building square footage used for assessment calculation purposes is based upon the actual improved building square footage, or if the property owner has received entitlements to develop the parcel to a more intense use, then the entitlement building square footage was used.

Table No. 3 below shows the streetscape cost allocations by frontage and improved building square footage within Benefit Zone “A-1” at the time of formation, along with the maximum annual rates for the upcoming fiscal year.

Table No. 3 - Benefit Zone "A-1" Total Streetscape Allocation of Costs			
	Total Estimated Frontage (Ft.) & Improved Sq. Ft.	Total Estimate of Maximum Annual Assessment	Maximum Annual Rate per Front Foot/ Imp. Sq. Ft.
Frontage	2,639	$127,430	$48.29
Area A-1 (Res)	407,789	$174,360	$0.427574
Area A-1 (Commercial)	467,173	$199,751	$0.427574
Area A-1 (Office)	19,133	$8,181	$0.427574
Subtotal	894,095	$382,291	
Total Revenue		**$509,721**	

Table No. 4 below shows the streetscape cost allocations by frontage and improved building square footage within Benefit Zone "B-1" at the time of formation, along with the maximum annual rates for the upcoming fiscal year.

Table No. 4 - Benefit Zone "B-1" Total Streetscape Allocation of Costs			
	Total Estimated Frontage (Ft.) & Improved Sq. Ft.	Total Estimate of Maximum Annual Assessment	Maximum Annual Rate per Front Foot/ Imp. Sq. Ft.
Frontage	4,218	$24,509	$5.81
Area B-1 (Res)	193,778	$24,876	$0.128377
Area B-1 (Commercial)	370,598	$47,576	$0.128377
Area B-1 (Office)	8,368	$1,074	$0.128377
Subtotal	572,744	$73,527	
Total Revenue		**$98,036**	

Table No. 5 below shows the streetscape cost allocations by frontage and improved building square footage within Benefit Zone "C-1" at the time of formation, along with the maximum annual rates for the upcoming fiscal year.

Table No. 5 - Benefit Zone "C-1" Total Streetscape Allocation of Costs			
	Total Estimated Frontage (Ft.) & Improved Sq. Ft.	Total Estimate of Maximum Annual Assessment	Maximum Annual Rate per Front Foot/ Imp. Sq. Ft.
Frontage	3,155	$18,188	$5.77
Area C-1 (Res)	323,991	$42,628	$0.131573
Area C-1 (Commercial)	90,723	$11,937	$0.131573
Area C-1 (Office)	0	$0	$0.131573
Subtotal	414,714	$54,565	
Total Revenue		**$72,753**	

For example, if a property owner were to construct a 2,500 sq. ft. commercial building which had 50 feet of frontage along 1st Street and was located within Benefit Zone No. A-1 their maximum assessment for the streetscape improvement would be calculated as follows:

Frontage Asmt. =	50 feet x $48.29/ft.	= $2,414.50
Improved Sq. Ft Asmt. =	2,500 sq. ft. x $0.427574/sq. ft.	= $1,068.94
	Total:	$3,483.44

Park, Plaza, and Trail Improvements

Because most of the park and plaza improvements are similar to the streetscape improvements in that they were constructed to help promote and develop an aesthetically pleasing and vibrant downtown that will attract residents to live and patrons to shop, most of the benefits received from the park and plaza improvements will be special and direct benefits to the property owners within the District. It is estimated that 40% of the costs to maintain the Flagpole Plaza/Lizzy Fountain, Shea Plaza, Stockmen's Park, Livermorium Park, Carnegie Park, Hansen Park, and Brickyard Park will be a benefit to the general public ("General Benefit") and the remaining 60% of the costs will be a special and direct benefit to the property owners located within the District ("Special Benefit").

In addition, it is estimated that 85% of the costs to maintain future pocket parks will directly benefit the developments which install the pocket parks because of their close proximity to the parks, 10% of the pocket park costs will be a benefit to the general public and 5% will be a special and direct benefit to the property owners located within the District (excluding developments which installed the pocket parks).

The trail improvements are part of a regional trail system which will be utilized by residents throughout the entire City, not just the downtown area; therefore, it is estimated that 53% of the costs to maintain the trail improvements will be a benefit to the general public ("General Benefit") and the remaining 47% of the costs will be a special and direct benefit to the property owners located within the District ("Special Benefit").

Table No. 6 on the following page shows the maintenance cost allocation anticipated at buildout for each improvement item based upon their general and special benefit percentages.

Table No. 6 - Parks, Plazas & Trail Maintenance Cost Allocations					
Improvement Phase	Estimated Total Annual Maintenance Costs	General Benefit Percentage of Total Annual Costs	General Benefit Portion of Total Annual Costs	Special Benefit Percentage of Total Annual Costs	Special Benefit Portion of Total Annual Costs
Flag Pole Plaza & Lizzy Fountain	$182,042	40.00%	$72,817	60.00%	$109,225
Shea, Stockmen's, & Livermorium Parks	$278,241	40.00%	$111,297	60.00%	$166,945
Carnegie, Brickyard & Hansen Parks	$186,455	40.00%	$74,582	60.00%	$111,873
Pocket Parks [1]	$459,746	10.00%	$45,975	90.00%	$413,771
Trails	$67,690	53.00%	$35,876	47.00%	$31,814
Total	**$1,174,174**		**$340,545**		**$833,628**

[1] 85% of the benefit of the pocket parks will be directly attributable to the developments which install them, 5% shall be considered a special benefit to the Downtown LMD, and 10% shall be considered a General Benefit. The cost of maintaining said pocket parks shall be distributed in line with these benefit percentages.

The proposed methodology to be used to allocate the assessable costs of the parks, plazas and trails will be based upon service population. Service population is divided into two broad classes:

- Residents living within the District; and
- Employees of businesses located within the District.

The assessable costs associated with the park, plaza and trail improvements will be spread to each assessable parcel within the District based upon their proportionate share of service population, adjusted for use, as described below. Total estimated service population is based upon the density assumptions used in the City of Livermore's Park Facilities Fee Study, dated November 14, 2004 (Table No. 2, Page No. 10). The estimated service population is 2.61 residents per residential dwelling unit and 2.00 employees per 1,000 sq. ft. of commercial space and 2.86 employees per 1,000 sq. ft. of office space. The improved building square footage used for assessment calculation purposes is based upon the actual improved building square footage, or if the property owner has received entitlements to develop the parcel to a more intense use, then the entitlement building square footage was used. The estimated service population within the District at the time of formation is shown in Table No. 7 below.

Table No. 7 - Service Population			
Land Use Category	Total Asmt. Dist. Imp. Sq. Ft.	Service Population Rates	Total Service Population
Residential (1,076 units)	1,285,841	2.61 Residents/Unit	2,808
Commercial	1,593,363	2.00 employees/1,000 sq. ft.	3,187
Office	69,747	2.86 employees/1,000 sq. ft.	199
Total	**2,948,951**		**6,195**

Based upon the results of the City of Livermore's Park Facilities Fee Study, dated November 14, 2004, the service population associated with non-residential uses have limited hours to utilize the park, plaza, and trail improvements. Employees of these non-residential properties typically use these facilities before or after work hours, during lunch

or during organized employee functions. Residential property owners have the ability to utilize these improvements throughout each workday and on weekends. Therefore, an adjustment or reduction in assessment must be made to the non-residential service population. The proposed adjusted service population factor is based upon the adjusted service population assumptions used in the City of Livermore's Park Facilities Fee Study, dated November 14, 2004 (Table No. 1, Page No. 8). The adjusted service population at the time of formation, for non-residential is decreased by 81% as shown in Table No. 8 below.

Table No. 8 - Adjusted Service Population

Land Use Category	Total Asmt. Dist. Imp. Sq. Ft.	Total Service Population	Total Adjusted Service Population
Residential (1,076 units)	1,285,841	2,808	2,808
Commercial	1,593,363	3,187	605
Office	69,747	199	38
Total Service Population	**2,948,951**	**6,195**	**3,452**

The maximum assessment rates for operating, maintaining and servicing the park and plaza improvements are then determined by spreading the projected annual costs proportionately to the adjusted service population for each land use category and then dividing by the total estimated improved square footage for each land use category as shown on the following page in Table No. 9 at the time of formation, along with the annual maximum rates for the upcoming fiscal year.

Table No. 9 - Parks and Plazas Allocation of Costs

Land Use Category	Total Asmt. Dist. Imp. Sq. Ft.	Total Service Population	Total Adjusted Service Population	Total Maintenance Cost Allocation	Maximum Assessment per Imp. Sq. Ft.
Residential (1,076 units)	1,285,841	2,808	2,808	$334,417	$0.260076
Commercial	1,593,363	3,187	605	$72,100	$0.045250
Office	69,747	199	38	$4,513	$0.064708
Total	**2,948,951**	**6,195**	**3,452**	**$411,030**	

For example, if a property owner were to construct a 2,500 sq. ft. commercial building which had 50 feet of frontage along 1st Street and was located within Benefit Zone No. A-1, their maximum assessment for the park and plaza improvement would be calculated as follows:

Improved Sq. Ft. Asmt. = 2,500 sq. ft. x $0.045250/sq. ft. = $113.13
Total: $113.13

Since the trail system is not located in the central part of the District special benefit zones have been created. Parcels located within Benefit Zone No. 1 are located within close proximity to the trail system and parcels located within Benefit Zone No. 2 are located farther away from the trail system. Therefore, parcels located within Benefit Zone No. 2 will receive a 50% discount on their assessment. The maximum assessment rates for operating, maintaining, and servicing the trail improvements are determined by spreading the projected annual costs proportionately to the adjusted service population (with a 50% discount given to Benefit Zone No. 2) for each land use category and then dividing by the total estimated improved square footage for each land use category as shown in Table No. 10 below at the time of formation, along with the annual maximum rates for the upcoming fiscal year.

Table No. 10 - Trail Allocation of Costs

Land Use Category	Total Asmt. Dist. Actual Imp. Sq. Ft.	Total Service Population	Total Adjusted Service Population	Benefit Factor	Benefit Factor Adjusted Service Population	Total Maintenance Cost Allocation	Maximum Assessment per Imp. Sq. Ft.
Residential (352 units) - Zone 1	419,485	916	916	1.00	916	$12,818	$0.030557
Commercial - Zone 1	473,374	947	180	1.00	180	$2,517	$0.005317
Office Zone - 1	0	0	0	1.00	0	$0	$0.007602
Residential (724 units) - Zone 2	866,356	1,892	1,892	0.50	946	$13,237	$0.015279
Commercial - Zone 2	1,119,989	2,240	426	0.50	213	$2,977	$0.002658
Office Zone - 2	69,747	199	38	0.50	19	$265	$0.003801
Total	**2,948,951**	**6,195**	**3,452**		**2,274**	**$31,814**	

For example, if a property owner were to construct a 2,500 sq. ft. commercial building which had 50 feet of frontage along 1st Street and was located within Benefit Zone No. 1, their maximum assessment for the trail improvement would be calculated as follows:

Improved Sq. Ft. Asmt. = 2,500 sq. ft. x $.005317/sq. ft. = $13.29
Total: $13.29

Maximum Fiscal Year 2024-25 Assessment Rates and Actual Fiscal Year 2024-25 Assessment Rates

The maximum Fiscal Year 2024-25 and proposed Fiscal Year 2024-25 assessment rates shown below for each improvement type are in Fiscal Year 2024-25 dollars. Each fiscal year the maximum assessment rates shown may be increased based upon the prior year's change in the Consumer Price Index (CPI) - Urban Wage Earners and Clerical Workers – All Items – San Francisco, Oakland, San Jose Area plus 1%. The base CPI Index that is used for the annual future CPI increase calculations is the February 2006 CPI Index of 202.500. The February 2024 CPI Index is 341.595 which equates to an 86.69% increase in rates since February 2006.

The Maximum and Fiscal Year 2024-25 assessment rates for the streetscape improvements are shown on the following page in Table No. 11:

Table No. 11 - Streetscape Improvements Maximum & Fiscal Year 2024-25 Assessments (in Fiscal Year 2024-25 Dollars) Based on Actual/Current Sq. Ft.				
Benefit Zone	Maximum Assessment per Front Foot	Fiscal Year 2024-25 Assessment per Front Foot	Maximum Assessment per Imp. Sq. Ft.	Fiscal Year 2024-25 Assessment per Imp. Sq. Ft.
A-1	$48.296	$48.296	$0.427574	$0.427574
B-1	$5.806	$0.660	$0.128377	$0.014584
C-1	$5.769	$0.598	$0.131573	$0.013637

The Maximum and Fiscal Year 2024-25 assessment rates for the park and plaza improvements are shown below in Table No. 12:

Table No. 12 - Park and Plaza Improvements Maximum & Fiscal Year 2024-25 Assessments (in Fiscal Year 2024-25 Dollars) Based on Actual/Current Sq. Ft.		
Property Classification	Maximum Assessment per Imp. Sq. Ft.	Fiscal Year 2024-25 Assessment per Imp. Sq. Ft.
Residential	$0.260076	$0.081686
Commercial	$0.045250	$0.014212
Office	$0.064708	$0.020324

The Maximum and Fiscal Year 2024-25 assessment rates for the trail improvements are shown below in Table No. 13:

Table No. 13 - Trail Improvements Maximum & Fiscal Year 2024-25 Assessments (in Fiscal Year 2024-25 Dollars) Based on Actual/Current Sq. Ft.		
Property Classification	Maximum Assessment per Imp. Sq. Ft.	Fiscal Year 2024-25 Assessment per Imp. Sq. Ft.
Residential - Zone 1	$0.030557	$0.000000
Commercial - Zone 1	$0.005317	$0.000000
Office - Zone 1	$0.007602	$0.000000
Residential - Zone 2	$0.015279	$0.000000
Commercial - Zone 2	$0.002658	$0.000000
Office - Zone 2	$0.003801	$0.000000

PROPERTY OWNER APPEALS OF SPECIAL ASSESSMENT LEVIES

Any property owner claiming that the amount or application of the special assessment is not correct and requesting a refund, may file a written notice of appeal and refund to that effect with the City's Public Works Director not later than one calendar year after having paid the special assessment that is disputed. The Public Works Director shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the special assessment, and decide the appeal. If the Public Works Director's decision requires that the special assessment be modified or changed in favor of the property owner, a refund shall be made or an adjustment may be made to the next annual special assessment levy. Any dispute over the decision of the Public Works Director shall be referred to the City Council and the decision of the City Council shall be final. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any legal action by such owner.

PART E

PROPERTY OWNER LIST & ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each lot or parcel within the Landscape Maintenance District No. 859 is shown on the last Equalized Secured Property Tax Roll of the Alameda County Assessor, which by reference is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Fiscal Year 2024-25 Assessment Roll in Appendix C of this report.

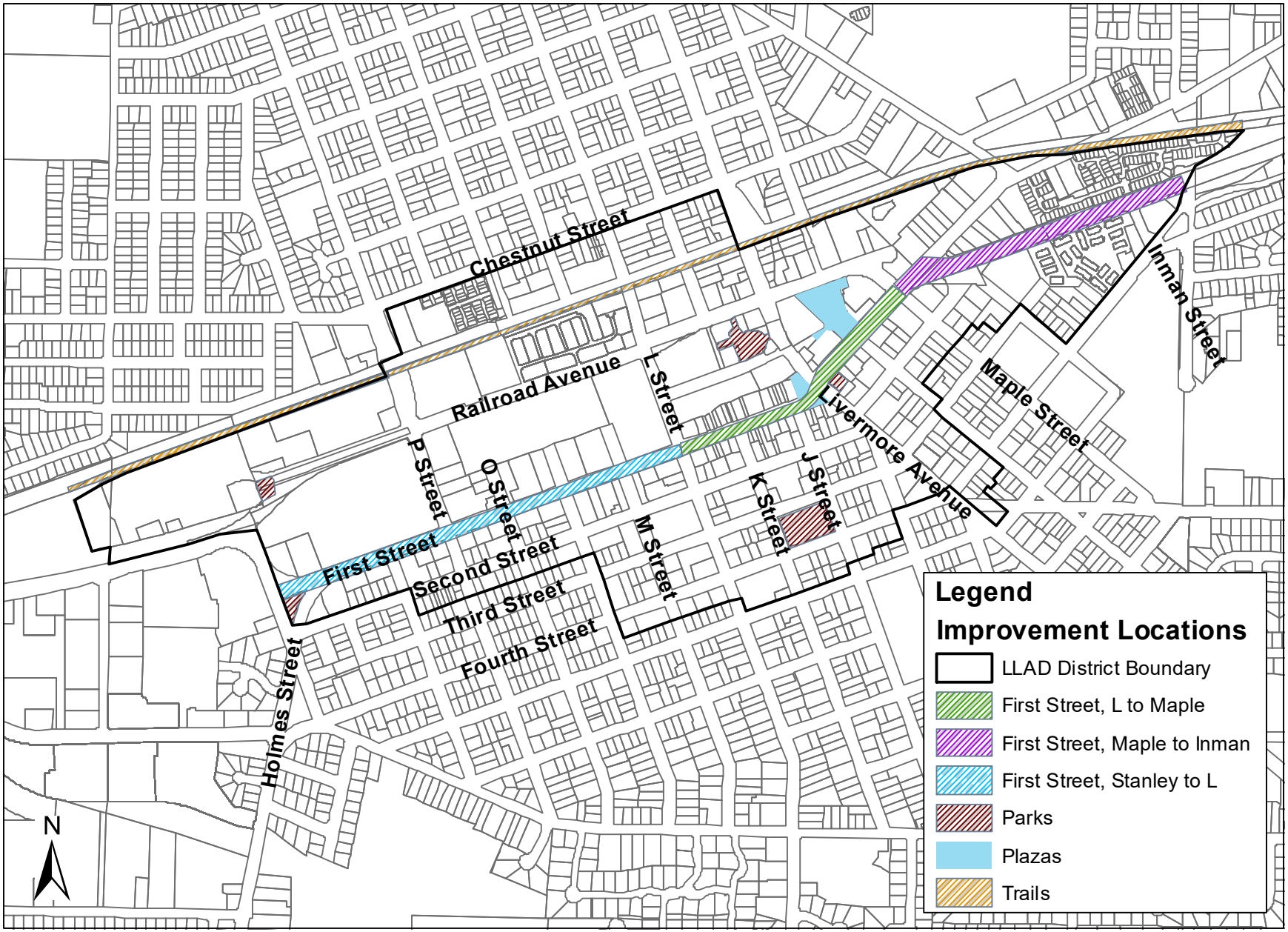
The total proposed assessment for Fiscal Year 2024-25 is $468,452.96. This amount differs slightly from the assessment revenue amount shown in Table 1 because the County only accepts assessment levies in even pennies so that the property tax bill can be split equally into two (2) installments.

APPENDIX A

IMPROVEMENT LOCATION MAP

City of Livermore
Maintenance District No. 859
Improvement Location Map

EXHIBIT C

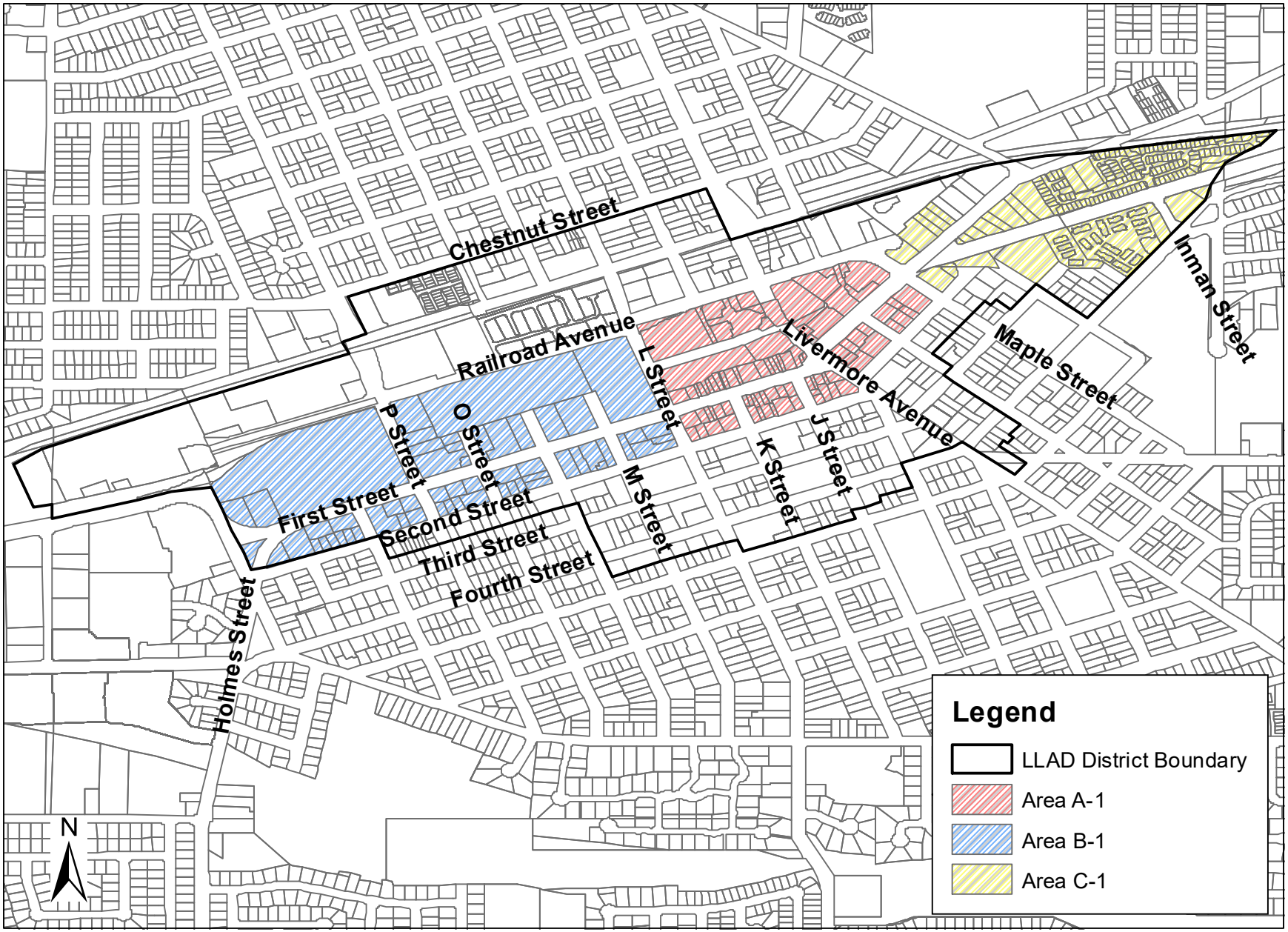


APPENDIX B

ASSESSMENT DISTRICT DIAGRAM

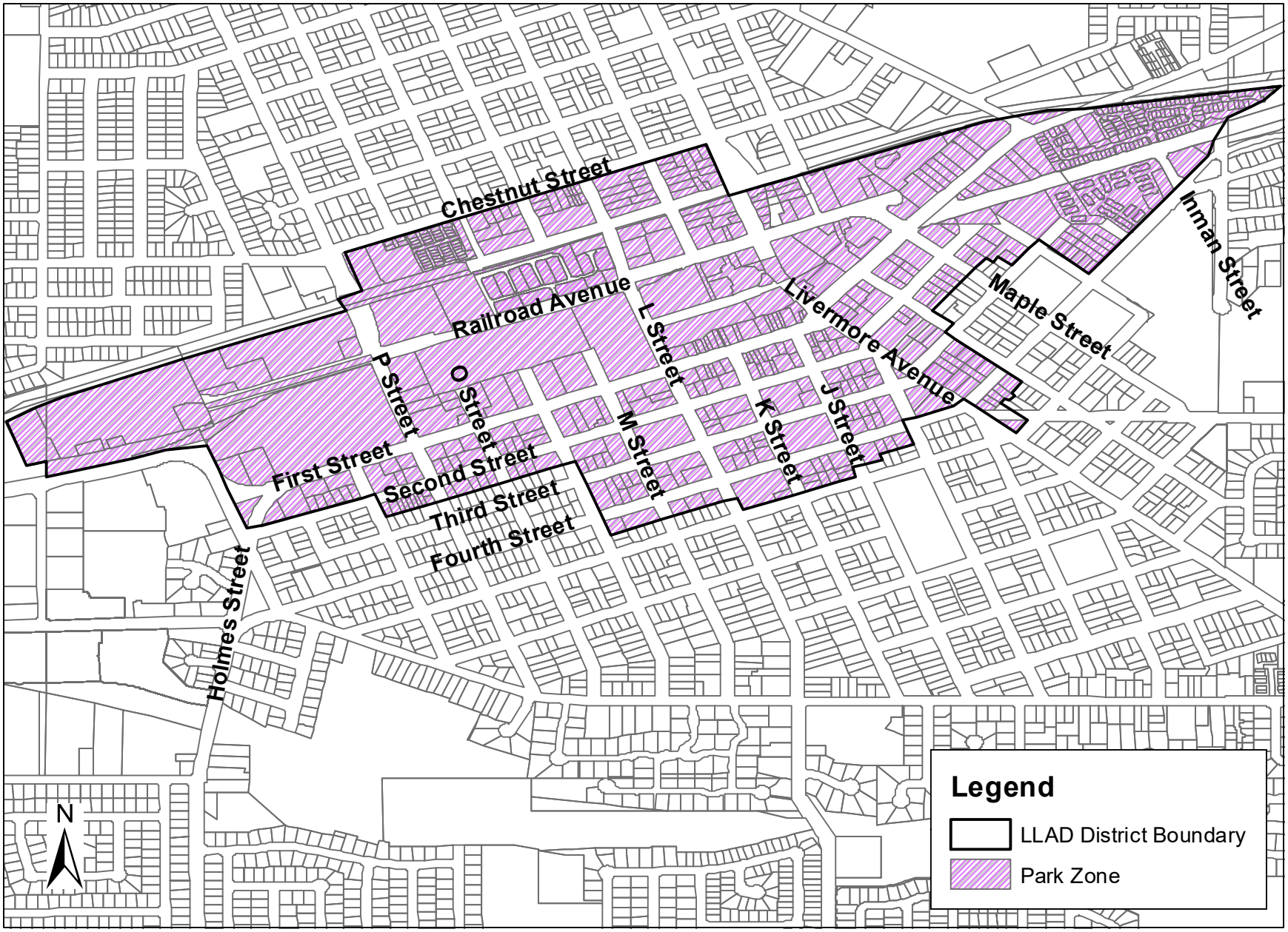
City of Livermore
Maintenance District No. 859
Streetscape Improvement Benefit Zones

EXHIBIT C



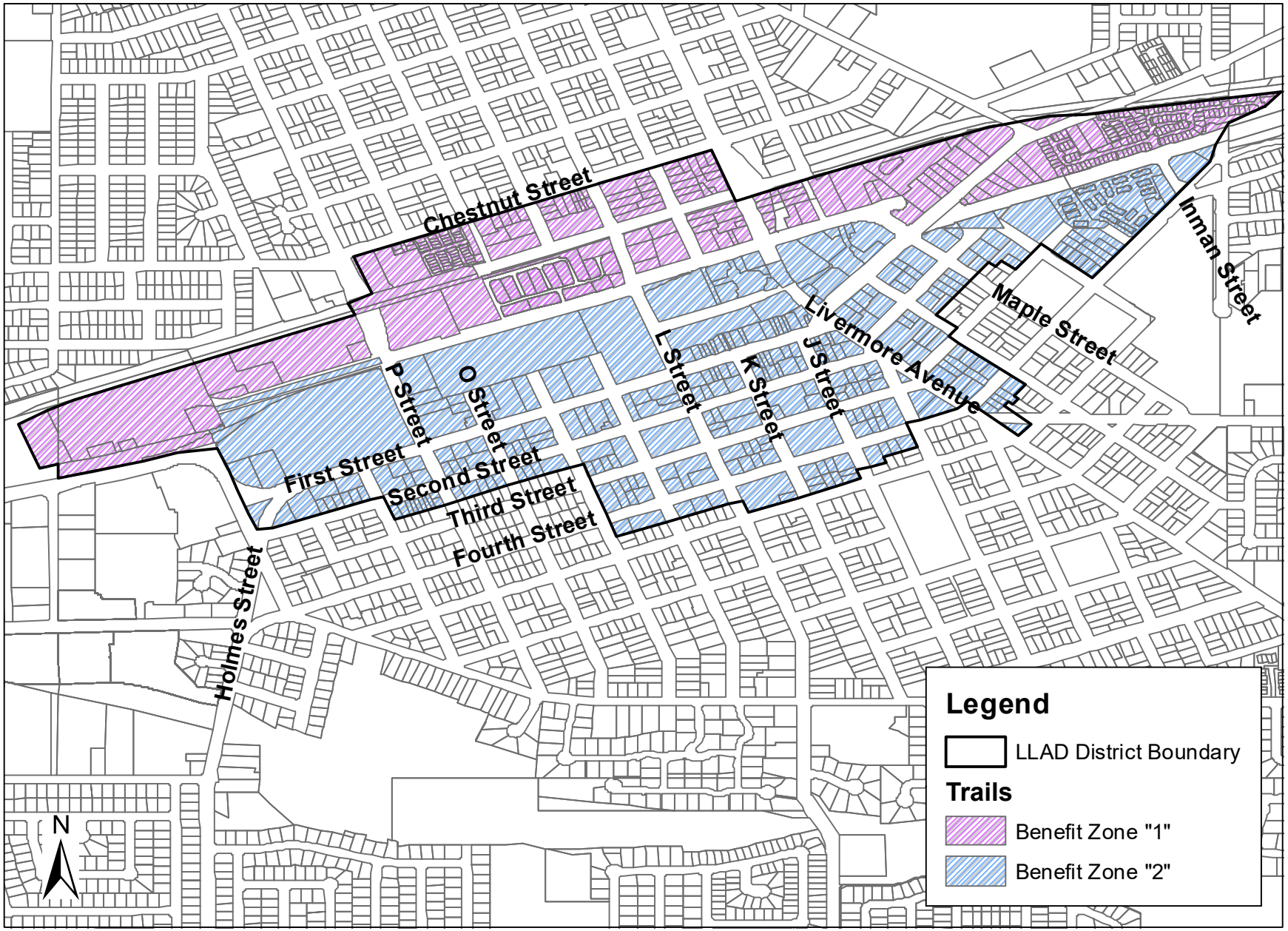
City of Livermore
Maintenance District No. 859
Park Improvement Benefit Zone

EXHIBIT C



City of Livermore
Maintenance District No. 859
Trail Improvement Benefit Zones

EXHIBIT C



APPENDIX C

ASSESSMENT ROLL & MAXIMUM ASSESSMENT PER PARCEL (IN FISCAL YEAR 2024-25 DOLLARS)

EXHIBIT C

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0001-009-00	COM	A1	2	66.260	3,791	$3,200.09	$1,620.93	$171.54	$10.08	$5,002.64	$3,200.09	$1,620.93	$53.88	$0.00	$4,874.90	2226 1ST ST
097 -0001-010-00	COM	A1	2	17.740	1,998	$856.77	$854.29	$90.41	$5.31	$1,806.78	$856.77	$854.29	$28.40	$0.00	$1,739.46	2206 1ST ST
097 -0001-011-00	COM	A1	2	25.000	2,600	$1,207.40	$1,111.69	$117.65	$6.91	$2,443.65	$1,207.40	$1,111.69	$36.95	$0.00	$2,356.04	2200 1ST ST
097 -0001-012-00	COM	A1	2	25.860	2,500	$1,248.93	$1,068.94	$113.13	$6.65	$2,437.65	$1,248.93	$1,068.94	$35.53	$0.00	$2,353.40	2196 1ST ST
097 -0001-013-00	COM	A1	2	25.000	2,600	$1,207.40	$1,111.69	$117.65	$6.91	$2,443.65	$1,207.40	$1,111.69	$36.95	$0.00	$2,356.04	2190 1ST ST
097 -0001-014-00	COM	A1	2	60.000	8,120	$2,897.76	$3,471.90	$367.43	$21.58	$6,758.67	$2,897.76	$3,471.90	$115.40	$0.00	$6,485.06	2184 1ST ST
097 -0001-015-00	COM	A1	2	105.990	4,249	$5,118.89	$1,816.76	$192.27	$11.29	$7,139.21	$5,118.89	$1,816.76	$60.39	$0.00	$6,996.04	2136 1ST ST
097 -0001-016-00	COM	A1	2	23.300	1,918	$1,125.30	$820.09	$86.79	$5.10	$2,037.28	$1,125.30	$820.09	$27.26	$0.00	$1,972.64	2118 1ST ST
097 -0001-017-00	COM	A1	2	56.000	6,608	$2,704.58	$2,825.41	$299.01	$17.56	$5,846.56	$2,704.58	$2,825.41	$93.91	$0.00	$5,623.90	2112 1ST ST
097 -0001-018-00	COM	A1	2	27.000	1,300	$1,303.99	$555.85	$58.83	$3.46	$1,922.13	$1,303.99	$555.85	$18.48	$0.00	$1,878.32	2086 1ST ST
097 -0001-020-00	COM	A1	2	26.000	1,320	$1,255.70	$564.40	$59.73	$3.51	$1,883.34	$1,255.70	$564.40	$18.76	$0.00	$1,838.86	2080 1ST ST
097 -0001-022-02	VCOM	A1	2	20.500	0	$990.07	$0.00	$0.00	$0.00	$990.07	$990.07	$0.00	$0.00	$0.00	$990.06	2038 1ST ST
097 -0001-023-00	COM	A1	2	50.000	3,447	$2,414.80	$1,473.85	$155.98	$9.16	$4,053.79	$2,414.80	$1,473.85	$48.99	$0.00	$3,937.64	2032 1ST ST
097 -0001-024-01	COM	A1	2	100.000	1,620	$4,829.60	$692.67	$73.31	$4.31	$5,599.89	$4,829.60	$692.67	$23.02	$0.00	$5,545.28	2008 1ST ST
097 -0001-030-02	COM	A1	2	31.500	1,320	$1,521.32	$564.40	$59.73	$3.51	$2,148.96	$1,521.32	$564.40	$18.76	$0.00	$2,104.48	2044 1ST ST
097 -0001-033-00	COM	A1	2	0.000	21,976	$0.00	$9,396.37	$994.41	$58.41	$10,449.19	$0.00	$9,396.37	$312.33	$0.00	$9,708.70	43 S LIVERMORE AVE
097 -0001-034-00	COM	A1	2	24.000	2,556	$1,159.10	$1,092.88	$115.66	$6.79	$2,374.43	$1,159.10	$1,092.88	$36.33	$0.00	$2,288.30	2056 1ST ST
097 -0001-035-00	COM	A1	2	36.000	5,212	$1,738.66	$2,228.52	$235.84	$13.85	$4,216.87	$1,738.66	$2,228.52	$74.07	$0.00	$4,041.24	2062 1ST ST
097 -0004-001-02	COM	B1	2	175.000	11,700	$1,016.05	$1,502.01	$529.43	$31.10	$3,078.59	$115.43	$170.64	$166.28	$0.00	$452.34	1870 1ST ST
097 -0004-002-02	IND	B1	2	125.000	18,566	$725.75	$2,383.45	$840.11	$49.35	$3,998.66	$82.45	$270.77	$263.87	$0.00	$617.08	1814 1ST ST
097 -0005-001-10	COM	B1	2	85.000	7,200	$493.51	$924.31	$325.80	$19.14	$1,762.76	$56.07	$105.01	$102.33	$0.00	$263.40	1790 1ST ST
097 -0005-001-11	COM	B1	2	189.900	15,844	$1,102.56	$2,034.01	$716.94	$42.11	$3,895.62	$125.26	$231.07	$225.18	$0.00	$581.50	1764 1ST ST
097 -0005-001-12	COM	B1	2	25.500	13,058	$148.05	$1,676.35	$590.87	$34.71	$2,449.98	$16.82	$190.44	$185.58	$0.00	$392.84	1722 1ST ST
097 -0008-001-00	COM	B1	2	100.000	1,875	$580.60	$240.71	$84.84	$4.98	$911.13	$65.96	$27.35	$26.65	$0.00	$119.96	1593 1ST ST
097 -0008-002-00	COM	B1	2	0.000	1,087	$0.00	$139.55	$49.19	$2.89	$191.63	$0.00	$15.85	$15.45	$0.00	$31.30	1576 2ND ST
097 -0008-003-00	SFR	B1	2	0.000	832	$0.00	$106.81	$216.38	$12.71	$335.90	$0.00	$12.13	$67.96	$0.00	$80.08	1562 2ND ST
097 -0008-004-00	COM	B1	2	100.000	10,080	$580.60	$1,294.04	$456.12	$26.79	$2,357.55	$65.96	$147.01	$143.26	$0.00	$356.22	1548 2ND ST
097 -0008-005-00	COM	B1	2	100.000	2,001	$580.60	$256.88	$90.55	$5.32	$933.35	$65.96	$29.18	$28.44	$0.00	$123.58	1543 1ST ST
097 -0009-001-00	COM	B1	2	100.000	1,032	$580.60	$132.49	$46.70	$2.74	$762.53	$65.96	$15.05	$14.67	$0.00	$95.68	1679 1ST ST
097 -0009-003-05	MFR	B1	2	0.000	1,675	$0.00	$215.03	$435.63	$25.59	$676.25	$0.00	$24.43	$136.82	$0.00	$161.24	1624 2ND ST
097 -0009-003-06	MFR	B1	2	0.000	1,675	$0.00	$215.03	$435.63	$25.59	$676.25	$0.00	$24.43	$136.82	$0.00	$161.24	1642 2ND ST
097 -0009-003-07	COM	B1	2	100.000	1,050	$580.60	$134.80	$47.51	$2.79	$765.70	$65.96	$15.31	$14.92	$0.00	$96.18	1619 1ST ST
097 -0009-003-08	MFR	B1	2	0.000	2,052	$0.00	$263.43	$533.68	$31.35	$828.46	$0.00	$29.93	$167.62	$0.00	$197.54	1610 2ND ST
097 -0009-005-01	OFF	B1	2	100.000	1,350	$580.60	$173.31	$87.36	$5.13	$846.40	$65.96	$19.69	$27.44	$0.00	$113.08	1643 1ST ST
097 -0009-006-01	OFF	B1	2	0.000	8,470	$0.00	$1,087.35	$548.08	$32.19	$1,667.62	$0.00	$123.53	$172.14	$0.00	$295.66	1686 2ND ST
097 -0010-001-01	COM	B1	2	150.000	1,500	$870.90	$192.57	$67.88	$3.99	$1,135.34	$98.94	$21.88	$21.32	$0.00	$142.14	1771 1ST ST
097 -0010-002-03	COM	B1	2	0.000	950	$0.00	$121.96	$42.99	$2.53	$167.48	$0.00	$13.86	$13.50	$0.00	$27.36	157 S N ST
097 -0010-003-01	SFR	B1	2	0.000	1,554	$0.00	$199.50	$404.16	$23.74	$627.40	$0.00	$22.66	$126.94	$0.00	$149.60	1742 2ND ST
097 -0010-003-02	SFR	B1	2	0.000	957	$0.00	$122.86	$248.89	$14.62	$386.37	$0.00	$13.96	$78.17	$0.00	$92.12	1730 2ND ST
097 -0010-004-00	SFR	B1	2	0.000	1,144	$0.00	$146.86	$297.53	$17.48	$461.87	$0.00	$16.68	$93.45	$0.00	$110.12	1716 2ND ST
097 -0010-007-02	COM	B1	2	150.000	1,595	$870.90	$204.76	$72.17	$4.24	$1,152.07	$98.94	$23.26	$22.67	$0.00	$144.86	1737 1ST ST
097 -0010-008-05	COM	B1	2	0.000	4,015	$0.00	$515.43	$181.68	$10.67	$707.78	$0.00	$58.56	$57.06	$0.00	$115.62	1700 2ND ST
097 -0011-001-00	COM	B1	2	50.000	4,061	$290.30	$521.34	$183.76	$10.79	$1,006.19	$32.98	$59.23	$57.72	$0.00	$149.92	1887 1ST ST
097 -0011-004-00	COM	B1	2	54.000	2,015	$313.52	$258.68	$91.18	$5.36	$668.74	$35.62	$29.39	$28.64	$0.00	$93.64	1845 1ST ST
097 -0011-005-03	COM	B1	2	92.050	1,472	$534.44	$188.97	$66.61	$3.91	$793.93	$60.72	$21.47	$20.92	$0.00	$103.10	1817 1ST ST
097 -0011-006-00	OFF	B1	2	104.000	9,596	$603.82	$1,231.91	$620.94	$36.47	$2,493.14	$68.60	$139.95	$195.03	$0.00	$403.58	1859 1ST ST
097 -0011-007-00	OFF	B1	2	0.000	1,382	$0.00	$177.42	$89.43	$5.25	$272.10	$0.00	$20.16	$28.09	$0.00	$48.24	1859 1ST ST
097 -0012-001-01	COM	B1	2	150.000	10,800	$870.90	$1,386.47	$488.70	$28.71	$2,774.78	$98.94	$157.51	$153.49	$0.00	$409.94	1987 1ST ST
097 -0012-001-02	COM	B1	2	104.000	4,230	$603.82	$543.03	$191.41	$11.24	$1,349.50	$68.60	$61.69	$60.12	$0.00	$190.40	1931 1ST ST
097 -0012-002-01	COM	B1	2	0.000	5,770	$0.00	$740.74	$261.09	$15.34	$1,017.17	$0.00	$84.15	$82.01	$0.00	$166.16	153 S L ST
097 -0012-003-03	COM	B1	2	0.000	5,500	$0.00	$706.07	$248.88	$14.62	$969.57	$0.00	$80.21	$78.17	$0.00	$158.38	1986 2ND ST
097 -0012-005-00	COM	B1	2	46.000	6,900	$267.08	$885.80	$312.23	$18.34	$1,483.45	$30.34	$100.63	$98.06	$0.00	$229.02	1917 1ST ST
097 -0013-001-00	COM	A1	2	50.000	4,513	$2,414.80	$1,929.64	$204.21	$12.00	$4,560.65	$2,414.80	$1,929.64	$64.14	$0.00	$4,408.58	2083 1ST ST
097 -0013-002-00	COM	A1	2	0.000	3,164	$0.00	$1,352.84	$143.17	$8.41	$1,504.42	$0.00	$1,352.84	$44.97	$0.00	$1,397.80	2074 2ND ST
097 -0013-003-00	SFR	A1	2	0.000	3,724	$0.00	$1,592.29	$968.52	$56.90	$2,617.71	$0.00	$1,592.29	$304.20	$0.00	$1,896.48	2046 2ND ST
097 -0013-005-00	COM	A1	2	0.000	1,375	$0.00	$587.91	$62.22	$3.65	$653.78	$0.00	$587.91	$19.54	$0.00	$607.44	174 S L ST
097 -0013-006-01	COM	A1	2	100.080	4,185	$4,833.46	$1,789.40	$189.37	$11.12	$6,823.35	$4,833.46	$1,789.40	$59.48	$0.00	$6,682.34	2017 1ST ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0013-007-03	COM	A1	2	49.920	7,150	$2,410.94	$3,057.15	$323.54	$19.00	$5,810.63	$2,410.94	$3,057.15	$101.62	$0.00	$5,569.70	2029 1ST ST
097 -0013-008-00	COM	A1	2	25.000	2,350	$1,207.40	$1,004.80	$106.34	$6.25	$2,324.79	$1,207.40	$1,004.80	$33.40	$0.00	$2,245.60	2041 1ST ST
097 -0013-009-00	VCOM	A1	2	25.000	0	$1,207.40	$0.00	$0.00	$0.00	$1,207.40	$1,207.40	$0.00	$0.00	$0.00	$1,207.40	2047 1ST ST
097 -0013-010-00	COM	A1	2	50.000	4,700	$2,414.80	$2,009.60	$212.68	$12.49	$4,649.57	$2,414.80	$2,009.60	$66.80	$0.00	$4,491.20	2059 1ST ST
097 -0014-001-01	COM	A1	2	50.120	4,550	$2,420.60	$1,945.46	$205.89	$12.09	$4,584.04	$2,420.60	$1,945.46	$64.67	$0.00	$4,430.72	2193 1ST ST
097 -0014-002-00	INST	A1	2	0.000	10,000	$0.00	$4,275.74	$452.50	$26.58	$4,754.82	$0.00	$4,275.74	$142.12	$0.00	$4,417.86	157 S J ST
097 -0014-003-08	COM	A1	2	49.880	4,650	$2,409.00	$1,988.22	$210.41	$12.36	$4,619.99	$2,409.00	$1,988.22	$66.09	$0.00	$4,463.30	2175 1ST ST
097 -0014-004-03	OFF	A1	2	69.000	2,072	$3,332.42	$885.93	$134.07	$7.88	$4,360.30	$3,332.42	$885.93	$42.11	$0.00	$4,260.46	2151 1ST ST
097 -0014-005-02	COM	A1	2	0.000	800	$0.00	$342.06	$36.20	$2.13	$380.39	$0.00	$342.06	$11.37	$0.00	$353.42	2152 2ND ST
097 -0014-005-03	COM	A1	2	31.000	4,512	$1,497.18	$1,929.21	$204.17	$11.99	$3,642.55	$1,497.18	$1,929.21	$64.13	$0.00	$3,490.52	2139 1ST ST
097 -0014-005-05	COM	A1	2	27.000	2,800	$1,303.99	$1,197.21	$126.70	$7.44	$2,635.34	$1,303.99	$1,197.21	$39.79	$0.00	$2,540.98	2133 1ST ST
097 -0014-005-06	COM	A1	2	23.000	3,180	$1,110.81	$1,359.69	$143.90	$8.45	$2,622.85	$1,110.81	$1,359.69	$45.20	$0.00	$2,515.70	2127 1ST ST
097 -0014-006-01	COM	A1	2	0.000	5,802	$0.00	$2,480.78	$262.54	$15.42	$2,758.74	$0.00	$2,480.78	$82.46	$0.00	$2,563.24	184 S K ST
097 -0014-007-00	COM	A1	2	25.000	1,750	$1,207.40	$748.25	$79.19	$4.65	$2,039.49	$1,207.40	$748.25	$24.87	$0.00	$1,980.52	2115 1ST ST
097 -0014-008-02	COM	A1	2	25.000	1,680	$1,207.40	$718.32	$76.02	$4.47	$2,006.21	$1,207.40	$718.32	$23.88	$0.00	$1,949.60	2121 1ST ST
097 -0015-001-00	INST	A1	2	40.770	13,772	$1,969.03	$5,888.55	$623.18	$36.61	$8,517.37	$1,969.03	$5,888.55	$195.73	$0.00	$8,053.30	2247 1ST ST
097 -0015-002-00	COM	A1	2	0.000	5,750	$0.00	$2,458.55	$260.19	$15.28	$2,734.02	$0.00	$2,458.55	$81.72	$0.00	$2,540.26	167 S LIVERMORE AVE
097 -0015-004-01	COM	A1	2	50.000	6,950	$2,414.80	$2,971.64	$314.49	$18.47	$5,719.40	$2,414.80	$2,971.64	$98.78	$0.00	$5,485.22	2235 1ST ST
097 -0015-004-02	COM	A1	2	0.000	11,440	$0.00	$4,891.45	$517.66	$30.41	$5,439.52	$0.00	$4,891.45	$162.59	$0.00	$5,054.04	2222 2ND ST
097 -0015-005-01	COM	A1	2	0.000	1,460	$0.00	$624.26	$66.07	$3.88	$694.21	$0.00	$624.26	$20.75	$0.00	$645.00	160 S J ST
097 -0015-005-02	COM	A1	2	0.000	3,200	$0.00	$1,368.24	$144.80	$8.51	$1,521.55	$0.00	$1,368.24	$45.48	$0.00	$1,413.72	190 S J ST
097 -0015-006-00	COM	A1	2	30.000	2,820	$1,448.88	$1,205.76	$127.61	$7.50	$2,789.75	$1,448.88	$1,205.76	$40.08	$0.00	$2,694.72	2205 1ST ST
097 -0015-007-00	COM	A1	2	20.000	1,880	$965.92	$803.84	$85.07	$5.00	$1,859.83	$965.92	$803.84	$26.72	$0.00	$1,796.48	2211 1ST ST
097 -0015-009-00	COM	A1	2	21.580	1,297	$1,042.23	$554.56	$58.69	$3.45	$1,658.93	$1,042.23	$554.56	$18.43	$0.00	$1,615.22	2241 1ST ST UNIT B
097 -0017-001-00	COM	A2	2	0.000	1,689	$0.00	$0.00	$76.43	$4.49	$80.92	$0.00	$0.00	$24.00	$0.00	$24.00	283 S LIVERMORE AVE
097 -0017-002-00	COM	A2	2	0.000	8,354	$0.00	$0.00	$378.02	$22.20	$400.22	$0.00	$0.00	$118.73	$0.00	$118.72	2287 2ND ST
097 -0017-004-00	VCOM	A2	2	0.000	7,108	$0.00	$0.00	$321.64	$18.89	$340.53	$0.00	$0.00	$101.02	$0.00	$101.02	2287 2ND ST
097 -0017-007-00	SFR	A2	2	0.000	1,128	$0.00	$0.00	$293.37	$17.23	$310.60	$0.00	$0.00	$92.14	$0.00	$92.14	2224 3RD ST
097 -0017-008-00	SFR	A2	2	0.000	2,231	$0.00	$0.00	$580.23	$34.09	$614.32	$0.00	$0.00	$182.24	$0.00	$182.24	282 S J ST
097 -0017-009-00	SFR	A2	2	0.000	937	$0.00	$0.00	$243.69	$14.32	$258.01	$0.00	$0.00	$76.54	$0.00	$76.54	266 S J ST
097 -0017-010-00	COM	A2	2	0.000	5,000	$0.00	$0.00	$226.25	$13.29	$239.54	$0.00	$0.00	$71.06	$0.00	$71.06	2217 2ND ST
097 -0017-011-02	COM	A2	2	0.000	4,210	$0.00	$0.00	$190.50	$11.19	$201.69	$0.00	$0.00	$59.83	$0.00	$59.82	2247 2ND ST
097 -0017-011-03	COM	A2	2	0.000	1,539	$0.00	$0.00	$69.64	$4.09	$73.73	$0.00	$0.00	$21.87	$0.00	$21.86	2240 3RD ST
097 -0018-001-00	COM	A2	2	0.000	2,500	$0.00	$0.00	$113.13	$6.65	$119.78	$0.00	$0.00	$35.53	$0.00	$35.52	2163 2ND ST
097 -0018-002-00	COM	A2	2	0.000	4,658	$0.00	$0.00	$210.77	$12.38	$223.15	$0.00	$0.00	$66.20	$0.00	$66.20	2180 3RD ST
097 -0018-010-02	COM	A2	2	0.000	11,523	$0.00	$0.00	$521.42	$30.63	$552.05	$0.00	$0.00	$163.77	$0.00	$163.76	2125 2ND ST
097 -0019-002-01	OFF	A2	2	0.000	4,256	$0.00	$0.00	$275.40	$16.18	$291.58	$0.00	$0.00	$86.50	$0.00	$86.50	275 S K ST
097 -0019-004-01	COM	A2	2	0.000	1,184	$0.00	$0.00	$53.58	$3.15	$56.73	$0.00	$0.00	$16.83	$0.00	$16.82	282 S L ST
097 -0019-005-00	COM	A2	2	0.000	5,129	$0.00	$0.00	$232.09	$13.63	$245.72	$0.00	$0.00	$72.89	$0.00	$72.88	202 S L ST
097 -0019-008-01	COM	A2	2	0.000	7,818	$0.00	$0.00	$353.76	$20.78	$374.54	$0.00	$0.00	$111.11	$0.00	$111.10	235 S K ST
097 -0020-007-04	COM	B2	2	0.000	41,525	$0.00	$0.00	$1,879.01	$110.37	$1,989.38	$0.00	$0.00	$590.17	$0.00	$590.16	1951 2ND ST
097 -0021-003-01	COM	B2	2	0.000	10,000	$0.00	$0.00	$452.50	$26.58	$479.08	$0.00	$0.00	$142.12	$0.00	$142.12	287 S M ST
097 -0021-004-01	SFR	B2	2	0.000	1,234	$0.00	$0.00	$320.93	$18.85	$339.78	$0.00	$0.00	$100.80	$0.00	$100.80	1856 3RD ST
097 -0021-004-02	SFR	B2	2	0.000	1,024	$0.00	$0.00	$266.32	$15.65	$281.97	$0.00	$0.00	$83.65	$0.00	$83.64	1842 3RD ST
097 -0021-005-00	SFR	B2	2	0.000	1,040	$0.00	$0.00	$270.48	$15.89	$286.37	$0.00	$0.00	$84.95	$0.00	$84.94	1828 3RD ST
097 -0021-006-00	SFR	B2	2	0.000	1,316	$0.00	$0.00	$342.26	$20.11	$362.37	$0.00	$0.00	$107.50	$0.00	$107.50	1814 3RD ST
097 -0021-007-00	COM	B2	2	0.000	1,832	$0.00	$0.00	$82.90	$4.87	$87.77	$0.00	$0.00	$26.04	$0.00	$26.04	1817 2ND ST
097 -0022-001-00	COM	B2	2	0.000	6,720	$0.00	$0.00	$304.08	$17.86	$321.94	$0.00	$0.00	$95.51	$0.00	$95.50	1783 2ND ST
097 -0022-004-02	OFF	B2	2	0.000	1,088	$0.00	$0.00	$70.40	$4.14	$74.54	$0.00	$0.00	$22.11	$0.00	$22.10	1713 2ND ST
097 -0022-004-03	SFR	B2	2	0.000	824	$0.00	$0.00	$214.30	$12.59	$226.89	$0.00	$0.00	$67.31	$0.00	$67.30	1727 2ND ST
097 -0022-004-04	SFR	B2	2	0.000	1,083	$0.00	$0.00	$281.66	$16.55	$298.21	$0.00	$0.00	$88.47	$0.00	$88.46	1741 2ND ST
097 -0023-001-00	SFR	B2	2	0.000	969	$0.00	$0.00	$252.01	$14.81	$266.82	$0.00	$0.00	$79.15	$0.00	$79.14	1683 2ND ST
097 -0023-006-01	MFR	B2	2	0.000	1,296	$0.00	$0.00	$337.06	$19.80	$356.86	$0.00	$0.00	$105.86	$0.00	$105.86	210 S P ST
097 -0023-006-05	OFF	B2	2	0.000	2,904	$0.00	$0.00	$187.91	$11.04	$198.95	$0.00	$0.00	$59.02	$0.00	$59.02	1617 2ND ST
097 -0023-008-00	SFR	B2	2	0.000	956	$0.00	$0.00	$248.63	$14.61	$263.24	$0.00	$0.00	$78.09	$0.00	$78.08	1667 2ND ST
097 -0023-009-00	SFR	B2	2	0.000	1,056	$0.00	$0.00	$274.64	$16.13	$290.77	$0.00	$0.00	$86.26	$0.00	$86.26	1651 2ND ST
097 -0024-003-07	SFR	B2	2	0.000	1,304	$0.00	$0.00	$339.14	$19.92	$359.06	$0.00	$0.00	$106.52	$0.00	$106.52	220 S Q ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0024-003-08	SFR	B2	2	0.000	1,052	$0.00	$0.00	$273.60	$16.07	$289.67	$0.00	$0.00	$85.93	$0.00	$85.92	1529 2ND ST
097 -0024-005-00	SFR	B2	2	0.000	1,121	$0.00	$0.00	$291.55	$17.13	$308.68	$0.00	$0.00	$91.57	$0.00	$91.56	1565 2ND ST
097 -0024-006-00	SFR	B2	2	0.000	1,121	$0.00	$0.00	$291.55	$17.13	$308.68	$0.00	$0.00	$91.57	$0.00	$91.56	235 S P ST
097 -0024-007-00	SFR	B2	2	0.000	1,348	$0.00	$0.00	$350.58	$20.60	$371.18	$0.00	$0.00	$110.11	$0.00	$110.10	1561 2ND ST
097 -0024-008-00	SFR	B2	2	0.000	1,392	$0.00	$0.00	$362.03	$21.27	$383.30	$0.00	$0.00	$113.71	$0.00	$113.70	1557 2ND ST
097 -0024-009-00	SFR	B2	2	0.000	1,349	$0.00	$0.00	$350.84	$20.61	$371.45	$0.00	$0.00	$110.19	$0.00	$110.18	1553 2ND ST
097 -0024-010-00	SFR	B2	2	0.000	1,349	$0.00	$0.00	$350.84	$20.61	$371.45	$0.00	$0.00	$110.19	$0.00	$110.18	1549 2ND ST
097 -0024-011-00	SFR	B2	2	0.000	1,339	$0.00	$0.00	$348.24	$20.46	$368.70	$0.00	$0.00	$109.38	$0.00	$109.38	1545 2ND ST
097 -0024-012-00	SFR	B2	2	0.000	1,369	$0.00	$0.00	$356.04	$20.92	$376.96	$0.00	$0.00	$111.83	$0.00	$111.82	1541 2ND ST
097 -0028-001-00	MFR	B3	2	0.000	1,807	$0.00	$0.00	$469.96	$27.61	$497.57	$0.00	$0.00	$147.61	$0.00	$147.60	325 S M ST
097 -0028-002-01	COM	B3	2	0.000	2,400	$0.00	$0.00	$108.60	$6.38	$114.98	$0.00	$0.00	$34.11	$0.00	$34.10	381 S M ST
097 -0028-002-02	COM	B3	2	0.000	1,165	$0.00	$0.00	$52.72	$3.10	$55.82	$0.00	$0.00	$16.56	$0.00	$16.56	1858 4TH ST
097 -0028-003-06	COM	B3	2	0.000	6,412	$0.00	$0.00	$290.14	$17.04	$307.18	$0.00	$0.00	$91.13	$0.00	$91.12	1816 4TH ST
097 -0028-004-01	COM	B3	2	0.000	5,431	$0.00	$0.00	$245.75	$14.44	$260.19	$0.00	$0.00	$77.19	$0.00	$77.18	1840 4TH ST
097 -0028-005-00	SFR	B3	2	0.000	1,001	$0.00	$0.00	$260.34	$15.29	$275.63	$0.00	$0.00	$81.77	$0.00	$81.76	1853 3RD ST
097 -0028-006-00	SFR	B3	2	0.000	995	$0.00	$0.00	$258.78	$15.20	$273.98	$0.00	$0.00	$81.28	$0.00	$81.28	1869 3RD ST
097 -0029-001-01	COM	B3	2	0.000	7,750	$0.00	$0.00	$350.69	$20.60	$371.29	$0.00	$0.00	$110.15	$0.00	$110.14	325 S L ST
097 -0029-002-00	COM	B3	2	0.000	6,067	$0.00	$0.00	$274.53	$16.13	$290.66	$0.00	$0.00	$86.23	$0.00	$86.22	381 S L ST
097 -0029-004-00	COM	B3	2	0.000	1,760	$0.00	$0.00	$79.64	$4.68	$84.32	$0.00	$0.00	$25.01	$0.00	$25.00	1919 3RD ST
097 -0030-001-02	MFR	A2	2	0.000	1,177	$0.00	$0.00	$306.11	$17.98	$324.09	$0.00	$0.00	$96.14	$0.00	$96.14	2073 3RD ST
097 -0030-001-03	OFF	A2	2	0.000	1,177	$0.00	$0.00	$76.16	$4.47	$80.63	$0.00	$0.00	$23.92	$0.00	$23.92	2059 3RD ST
097 -0030-001-04	MFR	A2	2	0.000	1,700	$0.00	$0.00	$442.13	$25.97	$468.10	$0.00	$0.00	$138.87	$0.00	$138.86	2087 3RD ST
097 -0030-001-05	SFR	A2	2	0.000	1,177	$0.00	$0.00	$306.11	$17.98	$324.09	$0.00	$0.00	$96.14	$0.00	$96.14	343 S K ST
097 -0030-002-01	COM	A2	2	0.000	2,044	$0.00	$0.00	$92.49	$5.43	$97.92	$0.00	$0.00	$29.05	$0.00	$29.04	2084 4TH ST
097 -0030-002-02	COM	A2	2	0.000	1,032	$0.00	$0.00	$46.70	$2.74	$49.44	$0.00	$0.00	$14.67	$0.00	$14.66	2052 4TH ST
097 -0030-003-00	SFR	A2	2	0.000	1,181	$0.00	$0.00	$307.15	$18.04	$325.19	$0.00	$0.00	$96.47	$0.00	$96.46	2038 4TH ST
097 -0030-004-00	COM	A2	2	0.000	1,928	$0.00	$0.00	$87.24	$5.12	$92.36	$0.00	$0.00	$27.40	$0.00	$27.40	2020 4TH ST
097 -0030-007-01	COM	A2	2	0.000	5,744	$0.00	$0.00	$259.92	$15.27	$275.19	$0.00	$0.00	$81.64	$0.00	$81.64	314 S L ST
097 -0031-001-00	PUB	A2	2	0.000	5,400	$0.00	$0.00	$244.35	$14.35	$258.70	$0.00	$0.00	$76.75	$0.00	$76.74	2155 3RD ST
097 -0032-002-01	OFF	A2	2	0.000	9,560	$0.00	$0.00	$618.61	$36.34	$654.95	$0.00	$0.00	$194.30	$0.00	$194.30	325 S I ST
097 -0032-003-00	SFR	A2	2	0.000	1,717	$0.00	$0.00	$446.55	$26.23	$472.78	$0.00	$0.00	$140.25	$0.00	$140.24	2254 4TH ST
097 -0032-004-01	MFR	A2	2	0.000	1,392	$0.00	$0.00	$362.03	$21.27	$383.30	$0.00	$0.00	$113.71	$0.00	$113.70	2238 4TH ST
097 -0032-004-02	COM	A2	2	0.000	3,298	$0.00	$0.00	$149.23	$8.77	$158.00	$0.00	$0.00	$46.87	$0.00	$46.86	2210 4TH ST
097 -0032-005-00	COM	A2	2	0.000	1,358	$0.00	$0.00	$61.45	$3.61	$65.06	$0.00	$0.00	$19.30	$0.00	$19.30	2207 3RD ST
097 -0032-006-00	COM	A2	2	0.000	1,648	$0.00	$0.00	$74.57	$4.38	$78.95	$0.00	$0.00	$23.42	$0.00	$23.42	2221 3RD ST
097 -0032-007-00	SFR	A2	2	0.000	1,335	$0.00	$0.00	$347.20	$20.40	$367.60	$0.00	$0.00	$109.05	$0.00	$109.04	2235 3RD ST
097 -0032-008-00	OFF	A2	2	0.000	2,480	$0.00	$0.00	$160.48	$9.43	$169.91	$0.00	$0.00	$50.40	$0.00	$50.40	2257 3RD ST
097 -0033-001-03	COM	A3	2	0.000	2,541	$0.00	$0.00	$114.98	$6.75	$121.73	$0.00	$0.00	$36.11	$0.00	$36.10	323 S LIVERMORE AVE
097 -0033-002-00	COM	A3	2	0.000	7,616	$0.00	$0.00	$344.62	$20.24	$364.86	$0.00	$0.00	$108.24	$0.00	$108.24	357 S LIVERMORE AVE
097 -0035-001-02	OFF	A2	2	0.000	1,576	$0.00	$0.00	$101.98	$5.99	$107.97	$0.00	$0.00	$32.03	$0.00	$32.02	2273 4TH ST
097 -0035-006-00	COM	A2	2	0.000	2,173	$0.00	$0.00	$98.33	$5.78	$104.11	$0.00	$0.00	$30.88	$0.00	$30.88	2205 4TH ST
097 -0035-007-00	SFR	A2	2	0.000	902	$0.00	$0.00	$234.59	$13.78	$248.37	$0.00	$0.00	$73.68	$0.00	$73.68	2235 4TH ST
097 -0035-008-02	COM	A2	2	0.000	1,096	$0.00	$0.00	$49.59	$2.91	$52.50	$0.00	$0.00	$15.58	$0.00	$15.58	2255 4TH ST
097 -0036-001-03	COM	A2	2	0.000	2,576	$0.00	$0.00	$116.56	$6.85	$123.41	$0.00	$0.00	$36.61	$0.00	$36.60	2181 4TH ST
097 -0036-002-02	COM	A2	2	0.000	1,870	$0.00	$0.00	$84.62	$4.97	$89.59	$0.00	$0.00	$26.58	$0.00	$26.58	487 S J ST
097 -0036-003-00	OFF	A2	2	0.000	1,590	$0.00	$0.00	$102.89	$6.04	$108.93	$0.00	$0.00	$32.31	$0.00	$32.30	2162 5TH ST
097 -0036-004-00	MFR	A2	2	0.000	1,776	$0.00	$0.00	$461.89	$27.14	$489.03	$0.00	$0.00	$145.07	$0.00	$145.06	2150 5TH ST
097 -0036-005-00	SFR	A2	2	0.000	1,850	$0.00	$0.00	$481.14	$28.27	$509.41	$0.00	$0.00	$151.12	$0.00	$151.12	486 S K ST
097 -0036-007-00	OFF	A2	2	0.000	2,153	$0.00	$0.00	$139.32	$8.18	$147.50	$0.00	$0.00	$43.76	$0.00	$43.76	2109 4TH ST
097 -0036-008-00	OFF	A2	2	0.000	3,646	$0.00	$0.00	$235.93	$13.86	$249.79	$0.00	$0.00	$74.10	$0.00	$74.10	2117 4TH ST
097 -0036-009-00	COM	A2	2	0.000	1,590	$0.00	$0.00	$71.95	$4.23	$76.18	$0.00	$0.00	$22.60	$0.00	$22.60	2157 4TH ST
097 -0037-003-00	SFR	A2	2	0.000	1,460	$0.00	$0.00	$379.71	$22.31	$402.02	$0.00	$0.00	$119.26	$0.00	$119.26	485 S K ST
097 -0037-004-02	CHRCH	A2	2	0.000	30,281	$0.00	$0.00	$1,370.22	$80.49	$1,450.71	$0.00	$0.00	$430.36	$0.00	$430.36	2020 5TH ST
097 -0038-001-00	OFF	B3	2	0.000	2,824	$0.00	$0.00	$182.74	$10.73	$193.47	$0.00	$0.00	$57.39	$0.00	$57.38	411 S L ST
097 -0038-004-00	COM	B3	2	0.000	2,212	$0.00	$0.00	$100.09	$5.88	$105.97	$0.00	$0.00	$31.44	$0.00	$31.44	1915 4TH ST
097 -0038-005-00	MFR	B3	2	0.000	3,424	$0.00	$0.00	$890.50	$52.32	$942.82	$0.00	$0.00	$279.69	$0.00	$279.68	1937 4TH ST
097 -0039-010-00	OFF	B3	2	0.000	6,805	$0.00	$0.00	$440.34	$25.87	$466.21	$0.00	$0.00	$138.30	$0.00	$138.30	1841 4TH ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0039-011-00	OFF	B3	2	0.000	2,887	$0.00	$0.00	$186.81	$10.97	$197.78	$0.00	$0.00	$58.67	$0.00	$58.66	1813 4TH ST
097 -0082-001-01	COM	B1	2	150.000	5,900	$870.90	$757.42	$266.98	$15.68	$1,910.98	$98.94	$86.05	$83.85	$0.00	$268.84	1485 1ST ST
097 -0082-002-00	SFR	B1	2	0.000	1,139	$0.00	$146.22	$296.23	$17.40	$459.85	$0.00	$16.61	$93.04	$0.00	$109.64	1494 2ND ST
097 -0082-003-00	SFR	B1	2	0.000	1,153	$0.00	$148.02	$299.87	$17.62	$465.51	$0.00	$16.82	$94.18	$0.00	$111.00	1478 2ND ST
097 -0082-004-00	SFR	B1	2	0.000	1,139	$0.00	$146.22	$296.23	$17.40	$459.85	$0.00	$16.61	$93.04	$0.00	$109.64	1462 2ND ST
097 -0082-005-00	SFR	B1	2	0.000	1,490	$0.00	$191.28	$387.51	$22.77	$601.56	$0.00	$21.73	$121.71	$0.00	$143.44	1446 2ND ST
097 -0082-006-00	OFF	B1	2	0.000	1,139	$0.00	$146.22	$73.70	$4.33	$224.25	$0.00	$16.61	$23.15	$0.00	$39.76	1430 2ND ST
097 -0082-007-07	COM	B1	2	0.000	266	$0.00	$34.15	$12.04	$0.71	$46.90	$0.00	$3.88	$3.78	$0.00	$7.66	160 HOLMES ST
097 -0082-007-08	COM	B1	2	156.450	8,162	$908.35	$1,047.81	$369.33	$21.69	$2,347.18	$103.19	$119.04	$116.00	$0.00	$338.22	1421 1ST ST
097 -0082-009-01	COM	B1	2	150.120	3,278	$871.60	$420.82	$148.33	$8.71	$1,449.46	$99.02	$47.81	$46.59	$0.00	$193.42	1453 1ST ST
097 -0107-001-00	SFR	A3	2	0.000	893	$0.00	$0.00	$232.25	$13.64	$245.89	$0.00	$0.00	$72.95	$0.00	$72.94	2493 4TH ST
097 -0107-008-00	MFR	A3	2	0.000	4,164	$0.00	$0.00	$1,082.96	$63.62	$1,146.58	$0.00	$0.00	$340.14	$0.00	$340.14	454 S LIVERMORE AVE
097 -0107-009-02	INST	A3	2	0.000	778	$0.00	$0.00	$35.20	$2.07	$37.27	$0.00	$0.00	$11.06	$0.00	$11.06	2475 4TH ST
097 -0107-009-03	SFR	A3	2	0.000	832	$0.00	$0.00	$216.38	$12.71	$229.09	$0.00	$0.00	$67.96	$0.00	$67.96	2417 4TH ST
097 -0107-009-04	SFR	A3	2	0.000	1,014	$0.00	$0.00	$263.72	$15.49	$279.21	$0.00	$0.00	$82.83	$0.00	$82.82	2439 4TH ST
097 -0107-009-05	SFR	A3	2	0.000	1,131	$0.00	$0.00	$294.15	$17.28	$311.43	$0.00	$0.00	$92.39	$0.00	$92.38	2455 4TH ST
097 -0108-001-00	MFR	A3	2	0.000	2,943	$0.00	$0.00	$765.40	$44.97	$810.37	$0.00	$0.00	$240.40	$0.00	$240.40	2389 3RD ST
097 -0108-002-00	SFR	A3	2	0.000	1,246	$0.00	$0.00	$324.05	$19.04	$343.09	$0.00	$0.00	$101.78	$0.00	$101.78	333 MCLEOD ST
097 -0108-003-00	MFR	A3	2	0.000	3,302	$0.00	$0.00	$858.77	$50.45	$909.22	$0.00	$0.00	$269.73	$0.00	$269.72	367 MCLEOD ST
097 -0108-004-00	MFR	A3	2	0.000	2,337	$0.00	$0.00	$607.80	$35.71	$643.51	$0.00	$0.00	$190.90	$0.00	$190.90	389 MCLEOD ST
097 -0108-005-00	COM	A3	2	0.000	4,479	$0.00	$0.00	$202.67	$11.91	$214.58	$0.00	$0.00	$63.66	$0.00	$63.66	392 S LIVERMORE AVE
097 -0108-006-00	COM	A3	2	0.000	3,492	$0.00	$0.00	$158.01	$9.28	$167.29	$0.00	$0.00	$49.63	$0.00	$49.62	358 S LIVERMORE AVE
097 -0108-008-03	COM	A3	2	0.000	4,845	$0.00	$0.00	$219.24	$12.88	$232.12	$0.00	$0.00	$68.86	$0.00	$68.86	2341 3RD ST
097 -0108-010-01	SFR	A3	2	0.000	2,052	$0.00	$0.00	$533.68	$31.35	$565.03	$0.00	$0.00	$167.62	$0.00	$167.62	2363 3RD ST
097 -0108-012-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$550.06	$32.32	$582.38	$0.00	$0.00	$172.77	$0.00	$172.76	318 S LIVERMORE AVE UNIT 1
097 -0108-013-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$449.15	$26.39	$475.54	$0.00	$0.00	$141.07	$0.00	$141.06	318 S LIVERMORE AVE UNIT 1
097 -0108-014-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$550.06	$32.32	$582.38	$0.00	$0.00	$172.77	$0.00	$172.76	318 S LIVERMORE AVE UNIT 1
097 -0108-015-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$449.15	$26.39	$475.54	$0.00	$0.00	$141.07	$0.00	$141.06	318 S LIVERMORE AVE UNIT 1
097 -0108-016-00	CON	A2	2	0.000	2,115	$0.00	$0.00	$550.06	$32.32	$582.38	$0.00	$0.00	$172.77	$0.00	$172.76	318 S LIVERMORE AVE UNIT 1
097 -0108-017-00	CON	A2	2	0.000	1,727	$0.00	$0.00	$449.15	$26.39	$475.54	$0.00	$0.00	$141.07	$0.00	$141.06	318 S LIVERMORE AVE UNIT 1
097 -0108-018-00	CON	A2	2	0.000	800	$0.00	$0.00	$208.06	$12.22	$220.28	$0.00	$0.00	$65.35	$0.00	$65.34	318 S LIVERMORE AVE UNIT 1
097 -0108-019-00	CON	A2	2	0.000	1,219	$0.00	$0.00	$317.03	$18.63	$335.66	$0.00	$0.00	$99.57	$0.00	$99.56	318 S LIVERMORE AVE UNIT 2
097 -0109-001-00	MFR	A2	2	0.000	2,170	$0.00	$0.00	$564.36	$33.16	$597.52	$0.00	$0.00	$177.26	$0.00	$177.26	209 MCLEOD ST
097 -0109-003-00	SFR	A2	2	0.000	1,342	$0.00	$0.00	$349.02	$20.50	$369.52	$0.00	$0.00	$109.62	$0.00	$109.62	253 MCLEOD ST
097 -0109-004-00	MFR	A2	2	0.000	2,324	$0.00	$0.00	$604.42	$35.51	$639.93	$0.00	$0.00	$189.84	$0.00	$189.84	277 MCLEOD ST
097 -0109-005-00	COM	A2	2	0.000	1,301	$0.00	$0.00	$58.87	$3.46	$62.33	$0.00	$0.00	$18.49	$0.00	$18.48	291 MCLEOD ST
097 -0109-006-00	COM	A2	2	0.000	1,329	$0.00	$0.00	$60.14	$3.53	$63.67	$0.00	$0.00	$18.89	$0.00	$18.88	286 S LIVERMORE AVE
097 -0109-007-00	COM	A2	2	0.000	2,250	$0.00	$0.00	$101.81	$5.98	$107.79	$0.00	$0.00	$31.98	$0.00	$31.98	254 S LIVERMORE AVE
097 -0109-008-01	COM	A2	2	0.000	15,000	$0.00	$0.00	$678.75	$39.87	$718.62	$0.00	$0.00	$213.18	$0.00	$213.18	2359 2ND ST
097 -0109-010-00	MFR	A2	2	0.000	2,104	$0.00	$0.00	$547.20	$32.15	$579.35	$0.00	$0.00	$171.87	$0.00	$171.86	2375 2ND ST
097 -0110-001-01	COM	A1	2	56.980	3,900	$2,751.91	$1,667.54	$176.48	$10.37	$4,606.30	$2,751.91	$1,667.54	$55.43	$0.00	$4,474.88	2339 1ST ST
097 -0110-004-00	COM	A1	2	0.000	4,500	$0.00	$1,924.08	$203.63	$11.96	$2,139.67	$0.00	$1,924.08	$63.96	$0.00	$1,988.04	152 S LIVERMORE AVE
097 -0110-005-03	PUB	A1	2	88.000	0	$4,250.05	$0.00	$0.00	$0.00	$4,250.05	$4,250.05	$0.00	$0.00	$0.00	$4,250.04	116 S LIVERMORE AVE
097 -0110-006-01	COM	A1	2	57.050	2,500	$2,755.29	$1,068.94	$113.13	$6.65	$3,944.01	$2,755.29	$1,068.94	$35.53	$0.00	$3,859.76	2293 1ST ST
097 -0110-009-03	COM	A1	2	85.950	6,132	$4,151.04	$2,621.88	$277.47	$16.30	$7,066.69	$4,151.04	$2,621.88	$87.15	$0.00	$6,860.06	2327 1ST ST
097 -0110-013-00	COM	A1	2	0.000	4,691	$0.00	$2,005.75	$212.27	$12.47	$2,230.49	$0.00	$2,005.75	$66.67	$0.00	$2,072.42	2324 2ND ST
097 -0110-014-00	UTI	A1	2	0.000	22,680	$0.00	$9,697.38	$1,026.27	$60.28	$10,783.93	$0.00	$9,697.38	$322.34	$0.00	$10,019.72	2388 2ND ST
097 -0112-003-00	MFR	A1	2	0.000	2,104	$0.00	$899.62	$547.20	$32.15	$1,478.97	$0.00	$899.62	$171.87	$0.00	$1,071.48	2452 2ND ST
097 -0112-004-00	SFR	A1	2	0.000	1,288	$0.00	$550.72	$334.98	$19.68	$905.38	$0.00	$550.72	$105.21	$0.00	$655.92	2426 2ND ST
097 -0112-005-00	SFR	A1	2	0.000	1,403	$0.00	$599.89	$364.89	$21.44	$986.22	$0.00	$599.89	$114.61	$0.00	$714.50	2410 2ND ST
097 -0112-006-01	COM	A1	2	125.100	7,704	$6,041.83	$3,294.03	$348.61	$20.48	$9,704.95	$6,041.83	$3,294.03	$109.49	$0.00	$9,445.34	142 MCLEOD ST
097 -0112-008-01	COM	A1	2	50.080	4,250	$2,418.66	$1,817.19	$192.31	$11.30	$4,439.46	$2,418.66	$1,817.19	$60.40	$0.00	$4,296.24	2389 1ST ST
097 -0112-010-01	COM	A1	2	125.210	7,150	$6,047.14	$3,057.15	$323.54	$19.00	$9,446.83	$6,047.14	$3,057.15	$101.62	$0.00	$9,205.90	2491 1ST ST
097 -0113-001-00	MFR	A2	2	0.000	3,904	$0.00	$0.00	$1,015.34	$59.65	$1,074.99	$0.00	$0.00	$318.90	$0.00	$318.90	211 MAPLE ST
097 -0113-006-00	MFR	A2	2	0.000	2,144	$0.00	$0.00	$557.60	$32.76	$590.36	$0.00	$0.00	$175.13	$0.00	$175.12	244 MCLEOD ST
097 -0113-007-03	MFR	A2	2	0.000	3,008	$0.00	$0.00	$782.31	$45.96	$828.27	$0.00	$0.00	$245.71	$0.00	$245.70	222 MCLEOD ST
097 -0113-008-01	MFR	A2	2	0.000	2,040	$0.00	$0.00	$530.56	$31.17	$561.73	$0.00	$0.00	$166.64	$0.00	$166.64	2437 2ND ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0113-009-00	MFR	A2	2	0.000	1,475	$0.00	$0.00	$383.61	$22.54	$406.15	$0.00	$0.00	$120.49	$0.00	$120.48	2453 2ND ST
097 -0113-010-00	SFR	A2	2	0.000	1,068	$0.00	$0.00	$277.76	$16.32	$294.08	$0.00	$0.00	$87.24	$0.00	$87.24	2471 2ND ST
097 -0130-002-03	OFF	C2	2	0.000	2,500	$0.00	$0.00	$161.77	$9.50	$171.27	$0.00	$0.00	$50.81	$0.00	$50.80	2551 2ND ST
097 -0130-002-07	SFR	C2	2	0.000	2,384	$0.00	$0.00	$620.02	$36.43	$656.45	$0.00	$0.00	$194.74	$0.00	$194.74	2558 3RD ST
097 -0130-006-01	SFR	C2	2	0.000	2,022	$0.00	$0.00	$525.87	$30.89	$556.76	$0.00	$0.00	$165.17	$0.00	$165.16	240 MAPLE ST
097 -0130-006-02	MFR	C2	2	0.000	4,063	$0.00	$0.00	$1,056.69	$62.08	$1,118.77	$0.00	$0.00	$331.89	$0.00	$331.88	212 MAPLE ST
097 -0131-002-02	COM	C1	2	0.000	600	$0.00	$78.94	$27.15	$1.59	$107.68	$0.00	$8.18	$8.53	$0.00	$16.70	2552 2ND ST
097 -0131-003-03	COM	C1	2	111.810	7,417	$645.03	$975.88	$335.62	$19.71	$1,976.24	$66.86	$101.15	$105.41	$0.00	$273.42	186 MAPLE ST
097 -0133-001-01	COM	C2	2	0.000	500	$0.00	$0.00	$22.63	$1.33	$23.96	$0.00	$0.00	$7.11	$0.00	$7.10	2778 4TH ST
097 -0133-001-02	COM	C2	2	0.000	900	$0.00	$0.00	$40.73	$2.39	$43.12	$0.00	$0.00	$12.79	$0.00	$12.78	2794 4TH ST
097 -0133-002-02	MFR	C2	2	0.000	1,644	$0.00	$0.00	$427.56	$25.12	$452.68	$0.00	$0.00	$134.29	$0.00	$134.28	2762 4TH ST
097 -0133-002-03	SFR	C2	2	0.000	1,088	$0.00	$0.00	$282.96	$16.62	$299.58	$0.00	$0.00	$88.87	$0.00	$88.86	392 CHURCH ST
097 -0133-002-04	SFR	C2	2	0.000	1,448	$0.00	$0.00	$376.59	$22.12	$398.71	$0.00	$0.00	$118.28	$0.00	$118.28	374 CHURCH ST
097 -0133-002-05	SFR	C2	2	0.000	1,268	$0.00	$0.00	$329.78	$19.37	$349.15	$0.00	$0.00	$103.58	$0.00	$103.58	356 CHURCH ST
097 -0133-002-06	SFR	C2	2	0.000	1,478	$0.00	$0.00	$384.39	$22.58	$406.97	$0.00	$0.00	$120.73	$0.00	$120.72	340 CHURCH ST
097 -0133-002-07	SFR	C2	2	0.000	1,318	$0.00	$0.00	$342.78	$20.14	$362.92	$0.00	$0.00	$107.66	$0.00	$107.66	2746 4TH ST
097 -0133-003-01	SFR	C2	2	0.000	2,188	$0.00	$0.00	$569.05	$33.43	$602.48	$0.00	$0.00	$178.73	$0.00	$178.72	2659 3RD ST
097 -0133-003-03	SFR	C2	2	0.000	1,038	$0.00	$0.00	$269.96	$15.86	$285.82	$0.00	$0.00	$84.79	$0.00	$84.78	2643 3RD ST
097 -0133-003-04	MFR	C2	2	0.000	750	$0.00	$0.00	$195.06	$11.46	$206.52	$0.00	$0.00	$61.26	$0.00	$61.26	326 CHURCH ST
097 -0133-003-05	SFR	C2	2	0.000	840	$0.00	$0.00	$218.46	$12.83	$231.29	$0.00	$0.00	$68.62	$0.00	$68.62	306 CHURCH ST
097 -0136-001-02	VCOM	C1	2	99.620	0	$574.71	$0.00	$0.00	$0.00	$574.71	$59.57	$0.00	$0.00	$0.00	$59.56	2ND ST
097 -0136-002-07	COM	C1	2	223.830	11,229	$1,291.28	$1,477.43	$508.11	$29.85	$3,306.67	$133.84	$153.13	$159.59	$0.00	$446.56	2256 3RD ST
097 -0136-004-06	COM	C1	2	122.000	2,734	$703.82	$359.72	$123.71	$7.27	$1,194.52	$72.95	$37.28	$38.86	$0.00	$149.08	3252 4TH ST
097 -0136-004-12	COM	C1	2	0.000	5,591	$0.00	$735.62	$252.99	$14.86	$1,003.47	$0.00	$76.25	$79.46	$0.00	$155.70	2954 4TH ST
097 -0136-004-23	IND	C1	2	169.000	10,200	$974.96	$1,342.04	$461.55	$27.11	$2,805.66	$101.05	$139.10	$144.97	$0.00	$385.12	3170 4TH ST
097 -0152-006-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2800 FOURTH ST UNIT 101
097 -0152-007-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2800 FOURTH ST UNIT 102
097 -0152-008-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2800 FOURTH ST UNIT 103
097 -0152-009-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2800 FOURTH ST UNIT 104
097 -0152-011-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	350 WOOD ST UNIT 201
097 -0152-012-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	350 WOOD ST UNIT 202
097 -0152-013-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	350 WOOD ST UNIT 203
097 -0152-014-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	350 WOOD ST UNIT 204
097 -0152-015-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	350 WOOD ST UNIT 205
097 -0152-016-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	350 WOOD ST UNIT 206
097 -0152-018-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2812 FOURTH ST UNIT 301
097 -0152-019-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2812 FOURTH ST UNIT 302
097 -0152-020-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2812 FOURTH ST UNIT 303
097 -0152-021-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2812 FOURTH ST UNIT 304
097 -0152-023-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	266 WOOD ST UNIT 401
097 -0152-024-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	266 WOOD ST UNIT 402
097 -0152-025-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	266 WOOD ST UNIT 403
097 -0152-026-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	266 WOOD ST UNIT 404
097 -0152-027-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	266 WOOD ST UNIT 405
097 -0152-028-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	266 WOOD ST UNIT 406
097 -0152-030-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	274 WOOD ST UNIT 501
097 -0152-031-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	274 WOOD ST UNIT 502
097 -0152-032-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	274 WOOD ST UNIT 503
097 -0152-033-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	274 WOOD ST UNIT 504
097 -0152-034-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	274 WOOD ST UNIT 505
097 -0152-035-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	274 WOOD ST UNIT 506
097 -0152-037-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2878 FOURTH ST UNIT 1401
097 -0152-038-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2878 FOURTH ST UNIT 1402
097 -0152-039-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2878 FOURTH ST UNIT 1403
097 -0152-040-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2878 FOURTH ST UNIT 1404
097 -0152-043-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2933 FIRST ST UNIT 1001
097 -0152-044-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2933 FIRST ST UNIT 1002

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0152-045-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2933 FIRST ST UNIT 1003
097 -0152-046-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2933 FIRST ST UNIT 1004
097 -0152-048-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2834 FOURTH ST UNIT 1101
097 -0152-049-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2834 FOURTH ST UNIT 1102
097 -0152-050-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2834 FOURTH ST UNIT 1103
097 -0152-051-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2834 FOURTH ST UNIT 1104
097 -0152-053-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2985 FIRST ST UNIT 1201
097 -0152-054-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2985 FIRST ST UNIT 1202
097 -0152-055-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2985 FIRST ST UNIT 1203
097 -0152-056-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2985 FIRST ST UNIT 1204
097 -0152-057-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2985 FIRST ST UNIT 1205
097 -0152-058-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2985 FIRST ST UNIT 1206
097 -0152-060-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2856 FOURTH ST UNIT 1301
097 -0152-061-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2856 FOURTH ST UNIT 1302
097 -0152-062-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2856 FOURTH ST UNIT 1303
097 -0152-063-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2856 FOURTH ST UNIT 1304
097 -0152-066-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	220 WOOD ST UNIT 601
097 -0152-067-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	220 WOOD ST UNIT 602
097 -0152-068-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	220 WOOD ST UNIT 603
097 -0152-069-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	220 WOOD ST UNIT 604
097 -0152-071-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	238 WOOD ST UNIT 701
097 -0152-072-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	238 WOOD ST UNIT 702
097 -0152-073-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	238 WOOD ST UNIT 703
097 -0152-074-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	238 WOOD ST UNIT 704
097 -0152-076-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2827 FIRST ST UNIT 801
097 -0152-077-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2827 FIRST ST UNIT 802
097 -0152-078-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2827 FIRST ST UNIT 803
097 -0152-079-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2827 FIRST ST UNIT 804
097 -0152-080-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2827 FIRST ST UNIT 805
097 -0152-081-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2827 FIRST ST UNIT 806
097 -0152-083-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2871 FIRST ST UNIT 901
097 -0152-084-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2871 FIRST ST UNIT 902
097 -0152-085-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2871 FIRST ST UNIT 903
097 -0152-086-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2871 FIRST ST UNIT 904
097 -0152-087-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2871 FIRST ST UNIT 905
097 -0152-088-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2871 FOURTH ST UNIT 906
097 -0152-092-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2755 1ST ST
097 -0152-093-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2755 1ST ST
097 -0152-094-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2755 1ST ST
097 -0152-095-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2755 1ST ST
097 -0152-096-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2755 1ST ST
097 -0152-097-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2755 1ST ST
097 -0152-099-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	212 WOOD ST
097 -0152-100-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	212 WOOD ST
097 -0152-101-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	212 WOOD ST
097 -0152-102-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	212 WOOD ST
097 -0152-103-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	212 WOOD ST
097 -0152-104-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	212 WOOD ST
097 -0152-106-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2676 3RD ST UNIT 1701
097 -0152-107-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2676 3RD ST UNIT 1702
097 -0152-108-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2676 3RD ST UNIT 1703
097 -0152-109-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2676 3RD ST UNIT 1704
097 -0152-110-00	CON	C1	2	7.435	1,117	$42.89	$146.97	$290.50	$17.07	$497.43	$4.45	$15.23	$91.24	$0.00	$110.92	2676 3RD ST UNIT 1705
097 -0152-111-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2676 3RD ST UNIT 1706
097 -0152-113-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2695 3RD ST
097 -0152-114-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2695 3RD ST
097 -0152-115-00	CON	C1	2	7.435	1,420	$42.89	$186.83	$369.31	$21.70	$620.73	$4.45	$19.36	$115.99	$0.00	$139.80	2695 3RD ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
097 -0152-116-00	CON	C1	2	7.435	1,744	$42.89	$229.46	$453.57	$26.65	$752.57	$4.45	$23.78	$142.46	$0.00	$170.68	2695 3RD ST
098 -0249-002-00	MFR	B3	1	0.000	62,236	$0.00	$0.00	$16,186.09	$1,901.75	$18,087.84	$0.00	$0.00	$5,083.80	$0.00	$5,083.80	1651 CHESTNUT ST
098 -0249-003-00	MFR	B3	1	0.000	57,658	$0.00	$0.00	$14,995.46	$1,761.86	$16,757.32	$0.00	$0.00	$4,709.84	$0.00	$4,709.84	1665 CHESTNUT ST
098 -0250-001-01	SFR	B3	1	0.000	832	$0.00	$0.00	$216.38	$25.42	$241.80	$0.00	$0.00	$67.96	$0.00	$67.96	1881 CHESTNUT ST
098 -0250-001-02	SFR	B3	1	0.000	975	$0.00	$0.00	$253.57	$29.79	$283.36	$0.00	$0.00	$79.64	$0.00	$79.64	1867 CHESTNUT ST
098 -0250-001-03	PUB	B3	1	0.000	2,400	$0.00	$0.00	$108.60	$12.76	$121.36	$0.00	$0.00	$34.11	$0.00	$34.10	241 N M ST
098 -0250-002-04	COM	B3	1	0.000	1,400	$0.00	$0.00	$63.35	$7.44	$70.79	$0.00	$0.00	$19.90	$0.00	$19.90	242 N N ST
098 -0250-002-05	COM	B3	1	0.000	5,600	$0.00	$0.00	$253.40	$29.78	$283.18	$0.00	$0.00	$79.59	$0.00	$79.58	1815 CHESTNUT ST
098 -0250-003-00	SFR	B3	1	0.000	832	$0.00	$0.00	$216.38	$25.42	$241.80	$0.00	$0.00	$67.96	$0.00	$67.96	1839 CHESTNUT ST
098 -0250-004-00	SFR	B3	1	0.000	832	$0.00	$0.00	$216.38	$25.42	$241.80	$0.00	$0.00	$67.96	$0.00	$67.96	1853 CHESTNUT ST
098 -0251-004-01	SFR	B3	1	0.000	794	$0.00	$0.00	$206.50	$24.26	$230.76	$0.00	$0.00	$64.86	$0.00	$64.86	258 N M ST
098 -0251-005-00	MFR	B3	1	0.000	1,400	$0.00	$0.00	$364.11	$42.78	$406.89	$0.00	$0.00	$114.36	$0.00	$114.36	276 N M ST
098 -0251-006-00	SFR	B3	1	0.000	988	$0.00	$0.00	$256.96	$30.19	$287.15	$0.00	$0.00	$80.71	$0.00	$80.70	1917 CHESTNUT ST
098 -0251-007-01	MFR	B3	1	0.000	1,484	$0.00	$0.00	$385.95	$45.35	$431.30	$0.00	$0.00	$121.22	$0.00	$121.22	1949 CHESTNUT ST
098 -0251-008-00	MFR	B3	1	0.000	2,874	$0.00	$0.00	$747.46	$87.82	$835.28	$0.00	$0.00	$234.76	$0.00	$234.76	1963 CHESTNUT ST
098 -0251-010-00	SFR	B3	1	0.000	1,363	$0.00	$0.00	$354.48	$41.65	$396.13	$0.00	$0.00	$111.34	$0.00	$111.34	277 N L ST
098 -0251-011-00	SFR	B3	1	0.000	1,519	$0.00	$0.00	$395.06	$46.42	$441.48	$0.00	$0.00	$124.08	$0.00	$124.08	1989 CHESTNUT ST
098 -0251-012-00	SFR	B3	1	0.000	1,704	$0.00	$0.00	$443.17	$52.07	$495.24	$0.00	$0.00	$139.19	$0.00	$139.18	1985 CHESTNUT ST
098 -0251-013-00	SFR	B3	1	0.000	1,510	$0.00	$0.00	$392.71	$46.14	$438.85	$0.00	$0.00	$123.35	$0.00	$123.34	277 N L ST
098 -0251-014-00	SFR	B3	1	0.000	1,510	$0.00	$0.00	$392.71	$46.14	$438.85	$0.00	$0.00	$123.35	$0.00	$123.34	269 N L ST
098 -0251-015-00	SFR	B3	1	0.000	1,704	$0.00	$0.00	$443.17	$52.07	$495.24	$0.00	$0.00	$139.19	$0.00	$139.18	267 N L ST
098 -0251-016-00	SFR	B3	1	0.000	1,519	$0.00	$0.00	$395.06	$46.42	$441.48	$0.00	$0.00	$124.08	$0.00	$124.08	265 N L ST
098 -0251-017-00	SFR	B3	1	0.000	1,521	$0.00	$0.00	$395.58	$46.48	$442.06	$0.00	$0.00	$124.24	$0.00	$124.24	261 N L ST
098 -0252-002-02	MFR	A3	1	0.000	1,892	$0.00	$0.00	$492.06	$57.81	$549.87	$0.00	$0.00	$154.55	$0.00	$154.54	279 N K ST
098 -0252-002-03	SFR	A3	1	0.000	756	$0.00	$0.00	$196.62	$23.10	$219.72	$0.00	$0.00	$61.75	$0.00	$61.74	263 N K ST
098 -0252-003-02	MFR	A3	1	0.000	2,906	$0.00	$0.00	$755.78	$88.80	$844.58	$0.00	$0.00	$237.38	$0.00	$237.38	241 N K ST
098 -0252-004-01	COM	A3	1	0.000	3,400	$0.00	$0.00	$153.85	$18.08	$171.93	$0.00	$0.00	$48.32	$0.00	$48.32	242 N L ST
098 -0252-005-01	COM	A3	1	0.000	3,168	$0.00	$0.00	$143.35	$16.84	$160.19	$0.00	$0.00	$45.02	$0.00	$45.02	260 N L ST
098 -0252-007-02	COM	A3	1	0.000	2,688	$0.00	$0.00	$121.63	$14.29	$135.92	$0.00	$0.00	$38.20	$0.00	$38.20	220 N L ST
098 -0252-008-00	MFR	A3	1	0.000	3,720	$0.00	$0.00	$967.48	$113.67	$1,081.15	$0.00	$0.00	$303.87	$0.00	$303.86	231 N K ST
098 -0252-010-00	MFR	A3	1	0.000	24,188	$0.00	$0.00	$6,290.72	$739.11	$7,029.83	$0.00	$0.00	$1,975.82	$0.00	$1,975.82	2083 CHESTNUT ST
098 -0253-001-02	MFR	A3	1	0.000	1,698	$0.00	$0.00	$441.61	$51.89	$493.50	$0.00	$0.00	$138.70	$0.00	$138.70	269 N LIVERMORE AVE
098 -0253-001-03	MFR	A3	1	0.000	2,804	$0.00	$0.00	$729.25	$85.68	$814.93	$0.00	$0.00	$229.05	$0.00	$229.04	2155 CHESTNUT ST
098 -0253-002-01	MFR	A3	1	0.000	1,698	$0.00	$0.00	$441.61	$51.89	$493.50	$0.00	$0.00	$138.70	$0.00	$138.70	245 N LIVERMORE AVE
098 -0253-003-01	MFR	A3	1	0.000	5,616	$0.00	$0.00	$1,460.59	$171.61	$1,632.20	$0.00	$0.00	$458.75	$0.00	$458.74	207 N LIVERMORE AVE
098 -0253-005-00	SFR	A3	1	0.000	714	$0.00	$0.00	$185.69	$21.82	$207.51	$0.00	$0.00	$58.32	$0.00	$58.32	2152 OAK ST
098 -0253-006-00	SFR	A3	1	0.000	1,220	$0.00	$0.00	$317.29	$37.28	$354.57	$0.00	$0.00	$99.66	$0.00	$99.66	210 N K ST
098 -0253-007-01	SFR	A3	1	0.000	1,458	$0.00	$0.00	$379.19	$44.55	$423.74	$0.00	$0.00	$119.10	$0.00	$119.10	228 N K ST
098 -0253-007-03	MFR	A3	1	0.000	1,698	$0.00	$0.00	$441.61	$51.89	$493.50	$0.00	$0.00	$138.70	$0.00	$138.70	240 N K ST
098 -0253-007-04	MFR	A3	1	0.000	1,698	$0.00	$0.00	$441.61	$51.89	$493.50	$0.00	$0.00	$138.70	$0.00	$138.70	264 N K ST
098 -0253-008-01	MFR	A3	1	0.000	1,825	$0.00	$0.00	$474.64	$55.77	$530.41	$0.00	$0.00	$149.08	$0.00	$149.08	278 N K ST
098 -0253-009-00	MFR	A3	1	0.000	2,070	$0.00	$0.00	$538.36	$63.25	$601.61	$0.00	$0.00	$169.09	$0.00	$169.08	2177 CHESTNUT ST
098 -0253-010-00	MFR	A3	1	0.000	2,070	$0.00	$0.00	$538.36	$63.25	$601.61	$0.00	$0.00	$169.09	$0.00	$169.08	2183 CHESTNUT ST
098 -0253-011-00	MFR	A3	1	0.000	2,208	$0.00	$0.00	$574.25	$67.47	$641.72	$0.00	$0.00	$180.36	$0.00	$180.36	2121 CHESTNUT ST
098 -0253-012-00	MFR	A3	1	0.000	1,680	$0.00	$0.00	$436.93	$51.34	$488.27	$0.00	$0.00	$137.23	$0.00	$137.22	2147 CHESTNUT ST
098 -0260-006-04	COM	C2	1	0.000	960	$0.00	$0.00	$43.44	$5.10	$48.54	$0.00	$0.00	$13.64	$0.00	$13.64	2680 OLD 1ST ST
098 -0260-008-04	COM	C2	1	0.000	1,440	$0.00	$0.00	$65.16	$7.66	$72.82	$0.00	$0.00	$20.47	$0.00	$20.46	2620 OLD 1ST ST
098 -0260-009-06	COM	C1	1	0.000	2,967	$0.00	$390.38	$134.26	$15.78	$540.42	$0.00	$40.46	$42.17	$0.00	$82.62	2582 OLD 1ST ST
098 -0260-009-08	COM	C2	1	0.000	5,466	$0.00	$0.00	$247.34	$29.06	$276.40	$0.00	$0.00	$77.68	$0.00	$77.68	2602 OLD 1ST ST
098 -0260-010-02	COM	C1	1	0.000	2,720	$0.00	$357.88	$123.08	$14.46	$495.42	$0.00	$37.09	$38.66	$0.00	$75.74	2574 OLD 1ST ST
098 -0260-014-01	COM	C1	1	0.000	2,577	$0.00	$339.06	$116.61	$13.70	$469.37	$0.00	$35.14	$36.63	$0.00	$71.76	2560 OLD 1ST ST
098 -0260-015-01	COM	C1	1	0.000	7,655	$0.00	$1,007.19	$346.39	$40.70	$1,394.28	$0.00	$104.39	$108.80	$0.00	$213.18	2558 OLD 1ST ST
098 -0260-016-01	COM	C2	1	0.000	3,120	$0.00	$0.00	$141.18	$16.59	$157.77	$0.00	$0.00	$44.34	$0.00	$44.34	2456 RAILROAD AVE
098 -0260-016-02	COM	C2	1	0.000	2,699	$0.00	$0.00	$122.13	$14.35	$136.48	$0.00	$0.00	$38.36	$0.00	$38.36	2494 RAILROAD AVE
098 -0264-001-01	COM	C2	1	0.000	1,388	$0.00	$0.00	$62.81	$7.38	$70.19	$0.00	$0.00	$19.73	$0.00	$19.72	2730 1ST ST
098 -0275-002-06	COM	C1	1	60.000	1,984	$346.14	$261.04	$89.78	$10.55	$707.51	$35.88	$27.06	$28.20	$0.00	$91.14	2589 OLD 1ST ST
098 -0275-002-08	COM	C1	1	50.000	1,944	$288.45	$255.78	$87.97	$10.34	$642.54	$29.90	$26.51	$27.63	$0.00	$84.04	2589 OLD 1ST ST

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0275-003-00	COM	C1	1	82.860	720	$478.02	$94.73	$32.58	$3.83	$609.16	$49.55	$9.82	$10.23	$0.00	$69.60	2605 OLD 1ST ST
098 -0275-004-00	VCOM	C1	1	100.000	0	$576.90	$0.00	$0.00	$0.00	$576.90	$59.79	$0.00	$0.00	$0.00	$59.78	2617 OLD 1ST ST
098 -0275-005-00	COM	C1	1	60.000	2,100	$346.14	$276.30	$95.03	$11.17	$728.64	$35.88	$28.64	$29.85	$0.00	$94.36	2617 OLD 1ST ST
098 -0275-007-03	COM	C1	1	65.740	2,000	$379.25	$263.15	$90.50	$10.63	$743.53	$39.31	$27.27	$28.42	$0.00	$95.00	2677 OLD 1ST ST
098 -0275-008-04	COM	C1	1	84.630	10,214	$488.23	$1,343.89	$462.18	$54.31	$2,348.61	$50.60	$139.29	$145.16	$0.00	$335.04	2752 1ST ST
098 -0275-011-00	COM	C1	1	0.000	2,481	$0.00	$326.43	$112.27	$13.19	$451.89	$0.00	$33.83	$35.26	$0.00	$69.08	2787 OLD 1ST ST
098 -0275-012-00	COM	C1	1	0.000	5,262	$0.00	$692.34	$238.11	$27.98	$958.43	$0.00	$71.76	$74.79	$0.00	$146.54	2821 OLD 1ST ST
098 -0275-017-00	COM	C1	1	93.960	3,200	$542.06	$421.03	$144.80	$17.01	$1,124.90	$56.18	$43.64	$45.48	$0.00	$145.30	2653 OLD 1ST ST
098 -0281-002-00	COM	A2	1	0.000	2,000	$0.00	$0.00	$90.50	$10.63	$101.13	$0.00	$0.00	$28.42	$0.00	$28.42	183 N LIVERMORE AVE
098 -0281-004-01	COM	A2	1	0.000	2,176	$0.00	$0.00	$98.46	$11.57	$110.03	$0.00	$0.00	$30.93	$0.00	$30.92	145 N LIVERMORE AVE
098 -0281-004-03	COM	A2	1	0.000	2,816	$0.00	$0.00	$127.42	$14.97	$142.39	$0.00	$0.00	$40.02	$0.00	$40.02	145 N LIVERMORE AVE
098 -0281-005-00	COM	A2	1	0.000	3,200	$0.00	$0.00	$144.80	$17.01	$161.81	$0.00	$0.00	$45.48	$0.00	$45.48	101 N LIVERMORE AVE
098 -0281-006-00	COM	A2	1	0.000	1,560	$0.00	$0.00	$70.59	$8.29	$78.88	$0.00	$0.00	$22.17	$0.00	$22.16	2160 RAILROAD AVE
098 -0281-007-00	COM	A2	1	0.000	3,046	$0.00	$0.00	$137.83	$16.20	$154.03	$0.00	$0.00	$43.29	$0.00	$43.28	2136 RAILROAD AVE
098 -0281-008-00	COM	A2	1	0.000	5,010	$0.00	$0.00	$226.70	$26.64	$253.34	$0.00	$0.00	$71.20	$0.00	$71.20	2120 RAILROAD AVE
098 -0282-002-01	COM	A2	1	0.000	5,175	$0.00	$0.00	$234.17	$27.52	$261.69	$0.00	$0.00	$73.55	$0.00	$73.54	116 N L ST
098 -0282-004-05	COM	A2	1	0.000	9,116	$0.00	$0.00	$412.50	$48.47	$460.97	$0.00	$0.00	$129.56	$0.00	$129.56	150 N L ST
098 -0282-007-00	COM	A2	1	0.000	2,000	$0.00	$0.00	$90.50	$10.63	$101.13	$0.00	$0.00	$28.42	$0.00	$28.42	170 N L ST
098 -0282-008-00	COM	A2	1	0.000	4,760	$0.00	$0.00	$215.39	$25.31	$240.70	$0.00	$0.00	$67.65	$0.00	$67.64	181 N K ST
098 -0289-001-00	COM	A1	2	0.000	3,924	$0.00	$1,677.80	$177.56	$10.43	$1,865.79	$0.00	$1,677.80	$55.77	$0.00	$1,733.56	21 S LIVERMORE AVE
098 -0289-028-00	COM	A1	2	20.000	1,664	$965.92	$711.48	$75.30	$4.42	$1,757.12	$965.92	$711.48	$23.65	$0.00	$1,701.04	2038 1ST ST
098 -0290-001-11	COM	B2	1	0.000	37,912	$0.00	$0.00	$1,715.52	$201.58	$1,917.10	$0.00	$0.00	$538.82	$0.00	$538.82	1620 RAILROAD AVE
098 -0290-001-16	COM	B2	1	0.000	21,200	$0.00	$0.00	$959.30	$112.72	$1,072.02	$0.00	$0.00	$301.30	$0.00	$301.30	1784 RAILROAD AVE
098 -0290-002-07	COM	B2	1	0.000	20,100	$0.00	$0.00	$909.53	$106.87	$1,016.40	$0.00	$0.00	$285.67	$0.00	$285.66	1456 RAILROAD AVE
098 -0290-002-11	COM	B2	1	0.000	7,043	$0.00	$0.00	$318.70	$37.45	$356.15	$0.00	$0.00	$100.10	$0.00	$100.10	1344 RAILROAD AVE
098 -0290-002-15	COM	B2	1	0.000	66,816	$0.00	$0.00	$3,023.42	$355.26	$3,378.68	$0.00	$0.00	$949.61	$0.00	$949.60	1490 RAILROAD AVE
098 -0290-021-00	COM	B2	1	0.000	2,880	$0.00	$0.00	$130.32	$15.31	$145.63	$0.00	$0.00	$40.93	$0.00	$40.92	1114 E STANLEY BLVD
098 -0290-022-00	COM	B2	1	0.000	4,980	$0.00	$0.00	$225.35	$26.48	$251.83	$0.00	$0.00	$70.78	$0.00	$70.78	1116 E STANLEY BLVD
098 -0290-024-03	COM	B2	1	0.000	104,000	$0.00	$0.00	$4,706.00	$552.97	$5,258.97	$0.00	$0.00	$1,478.08	$0.00	$1,478.08	1088 E STANLEY BLVD
098 -0403-003-00	COM	B1	2	0.000	5,800	$0.00	$744.59	$262.45	$15.42	$1,022.46	$0.00	$84.59	$82.43	$0.00	$167.02	34 S P ST
098 -0403-006-01	COM	B1	2	0.000	3,350	$0.00	$430.06	$151.59	$8.90	$590.55	$0.00	$48.86	$47.61	$0.00	$96.46	41 S O ST
098 -0403-006-02	COM	B1	2	0.000	3,255	$0.00	$417.87	$147.29	$8.65	$573.81	$0.00	$47.47	$46.26	$0.00	$93.72	41 S O ST
098 -0403-012-00	COM	B1	2	140.020	4,200	$812.96	$539.18	$190.05	$11.16	$1,553.35	$92.36	$61.25	$59.69	$0.00	$213.30	76 S ST
098 -0403-019-00	COM	B1	2	770.050	144,058	$4,470.91	$18,493.73	$6,518.62	$382.91	$29,866.17	$507.92	$2,100.98	$2,047.40	$0.00	$4,656.30	1410 1ST ST
098 -0403-020-00	COM	B1	2	151.350	9,205	$878.74	$1,181.71	$416.53	$24.47	$2,501.45	$99.83	$134.25	$130.82	$0.00	$364.90	1334 1ST ST
098 -0403-021-00	COM	B1	2	236.950	15,580	$1,375.73	$2,000.11	$705.00	$41.41	$4,122.25	$156.29	$227.22	$221.43	$0.00	$604.94	1620 1ST ST
098 -0403-022-00	COM	B1	2	63.050	1,250	$366.07	$160.47	$56.56	$3.32	$586.42	$41.59	$18.23	$17.77	$0.00	$77.58	1620 1ST ST
098 -0405-001-00	COM	B1	2	0.000	12,640	$0.00	$1,622.69	$571.96	$33.60	$2,228.25	$0.00	$184.34	$179.64	$0.00	$363.98	1601 RAILROAD AVE
098 -0405-002-00	COM	B1	2	0.000	7,500	$0.00	$962.83	$339.38	$19.94	$1,322.15	$0.00	$109.38	$106.59	$0.00	$215.96	28 S P ST
098 -0405-003-00	MFR	B1	2	0.000	178,938	$0.00	$22,971.52	$46,537.48	$2,733.99	$72,242.99	$0.00	$2,609.67	$14,616.69	$0.00	$17,226.36	1809 RAILROAD AVE
098 -0407-001-00	COM	C1	1	128.690	6,521	$742.41	$857.99	$295.08	$34.67	$1,930.15	$76.95	$88.93	$92.68	$0.00	$258.56	RAILROAD AVE
098 -0407-011-00	OFF	A1	2	47.620	2,648	$2,299.86	$1,132.22	$171.35	$10.07	$3,613.50	$2,299.86	$1,132.22	$53.82	$0.00	$3,485.90	2250 1ST ST
098 -0407-012-00	COM	A1	2	0.000	4,980	$0.00	$2,129.32	$225.35	$13.24	$2,367.91	$0.00	$2,129.32	$70.78	$0.00	$2,200.10	56 S LIVERMORE AVE
098 -0407-023-00	COM	A1	2	99.660	34,567	$4,813.18	$14,779.95	$1,564.16	$91.88	$21,249.17	$4,813.18	$14,779.95	$491.28	$0.00	$20,084.40	2490 FIRST ST
098 -0407-024-00	COM	A1	2	167.200	24,409	$8,075.09	$10,436.65	$1,104.51	$64.88	$19,681.13	$8,075.09	$10,436.65	$346.91	$0.00	$18,858.64	2470 1ST ST
098 -0407-025-00	COM	A1	2	0.000	5,775	$0.00	$2,469.24	$261.32	$15.35	$2,745.91	$0.00	$2,469.24	$82.08	$0.00	$2,551.32	2375 RAILROAD AVE
098 -0407-027-00	COM	A1	2	224.280	45,640	$10,831.83	$19,514.48	$2,065.21	$121.31	$32,532.83	$10,831.83	$19,514.48	$648.65	$0.00	$30,994.96	2300 1ST ST
098 -0407-028-01	PUB	A1	2	0.000	33,845	$0.00	$14,471.24	$1,531.49	$89.96	$16,092.69	$0.00	$14,471.24	$481.02	$0.00	$14,952.26	2400 1ST ST
098 -0408-001-00	COM	B2	1	0.000	1,200	$0.00	$0.00	$54.30	$6.38	$60.68	$0.00	$0.00	$17.05	$0.00	$17.04	187 N L ST
098 -0408-002-00	COM	B2	1	0.000	1,400	$0.00	$0.00	$63.35	$7.44	$70.79	$0.00	$0.00	$19.90	$0.00	$19.90	1984 RAILROAD AVE
098 -0408-021-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1926 RAILROAD AVE UNIT 100
098 -0408-022-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1926 RAILROAD AVE UNIT 102
098 -0408-023-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1926 RAILROAD AVE UNIT 104
098 -0408-024-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1926 RAILROAD AVE UNIT 106
098 -0408-025-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$302.47	$35.54	$338.01	$0.00	$0.00	$95.00	$0.00	$95.00	1926 RAILROAD AVE UNIT 108
098 -0408-026-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$363.85	$42.75	$406.60	$0.00	$0.00	$114.28	$0.00	$114.28	1926 RAILROAD AVE UNIT 110
098 -0408-027-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$363.85	$42.75	$406.60	$0.00	$0.00	$114.28	$0.00	$114.28	1926 RAILROAD AVE UNIT 112

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0408-028-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$302.47	$35.54	$338.01	$0.00	$0.00	$95.00	$0.00	$95.00	1926 RAILROAD AVE UNIT 114
098 -0408-029-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1926 RAILROAD AVE UNIT 116
098 -0408-030-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1926 RAILROAD AVE UNIT 118
098 -0408-031-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1926 RAILROAD AVE UNIT 120
098 -0408-032-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1926 RAILROAD AVE UNIT 122
098 -0408-034-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1948 RAILROAD AVE UNIT 100
098 -0408-035-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1948 RAILROAD AVE UNIT 102
098 -0408-036-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1948 RAILROAD AVE UNIT 104
098 -0408-037-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1948 RAILROAD AVE UNIT 106
098 -0408-038-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1948 RAILROAD AVE UNIT 108
098 -0408-039-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1948 RAILROAD AVE UNIT 110
098 -0408-041-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	161 N L ST UNIT 101
098 -0408-042-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	161 N L ST UNIT 103
098 -0408-043-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$303.25	$35.63	$338.88	$0.00	$0.00	$95.25	$0.00	$95.24	161 N L ST UNIT 105
098 -0408-044-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$364.63	$42.84	$407.47	$0.00	$0.00	$114.52	$0.00	$114.52	161 N L ST UNIT 107
098 -0408-045-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	161 N L ST UNIT 109
098 -0408-046-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	161 N L ST UNIT 111
098 -0408-047-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	161 N L ST UNIT 113
098 -0408-048-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	161 N L ST UNIT 115
098 -0408-050-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1976 LOCOMOTIVE LN UNIT 10
098 -0408-051-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1976 LOCOMOTIVE LN UNIT 10
098 -0408-052-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1976 LOCOMOTIVE LN UNIT 10
098 -0408-053-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1976 LOCOMOTIVE LN UNIT 10
098 -0408-054-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1976 LOCOMOTIVE LN UNIT 10
098 -0408-055-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1976 LOCOMOTIVE LN UNIT 11
098 -0408-056-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1976 LOCOMOTIVE LN UNIT 11
098 -0408-058-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1930 DEPOT DR UNIT 114
098 -0408-059-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1930 DEPOT DR UNIT 112
098 -0408-060-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1930 DEPOT DR UNIT 110
098 -0408-061-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	1930 DEPOT DR UNIT 108
098 -0408-062-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	1930 DEPOT DR UNIT 106
098 -0408-063-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1930 DEPOT DR UNIT 104
098 -0408-064-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1930 DEPOT DR UNIT 102
098 -0408-065-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1930 DEPOT DR UNIT 100
098 -0408-067-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1921 DEPOT DR UNIT 101
098 -0408-068-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1921 DEPOT DR UNIT 103
098 -0408-069-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1921 DEPOT DR UNIT 105
098 -0408-070-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	1921 DEPOT DR UNIT 107
098 -0408-071-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	1921 DEPOT DR UNIT 109
098 -0408-072-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1921 DEPOT DR UNIT 111
098 -0408-073-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1921 DEPOT DR UNIT 113
098 -0408-074-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1921 DEPOT DR UNIT 115
098 -0408-076-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	153 GILLETTE PL UNIT 114
098 -0408-077-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	153 GILLETTE PL UNIT 112
098 -0408-078-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	153 GILLETTE PL UNIT 110
098 -0408-079-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	153 GILLETTE PL UNIT 108
098 -0408-080-00	CON	B2	1	0.000	2,001	$0.00	$0.00	$520.41	$61.14	$581.55	$0.00	$0.00	$163.45	$0.00	$163.44	153 GILLETTE PL UNIT 106
098 -0408-081-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	153 GILLETTE PL UNIT 104
098 -0408-082-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	153 GILLETTE PL UNIT 102
098 -0408-083-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	153 GILLETTE PL UNIT 100
098 -0408-121-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1832 RAILROAD AVE UNIT 100
098 -0408-122-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1832 RAILROAD AVE UNIT 102
098 -0408-123-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1832 RAILROAD AVE UNIT 104
098 -0408-124-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1832 RAILROAD AVE UNIT 106
098 -0408-125-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$364.63	$42.84	$407.47	$0.00	$0.00	$114.52	$0.00	$114.52	1832 RAILROAD AVE UNIT 108
098 -0408-126-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$303.25	$35.63	$338.88	$0.00	$0.00	$95.25	$0.00	$95.24	1832 RAILROAD AVE UNIT 110
098 -0408-127-00	CON	B2	1	0.000	1,402	$0.00	$0.00	$364.63	$42.84	$407.47	$0.00	$0.00	$114.52	$0.00	$114.52	1832 RAILROAD AVE UNIT 112

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0408-128-00	CON	B2	1	0.000	1,166	$0.00	$0.00	$303.25	$35.63	$338.88	$0.00	$0.00	$95.25	$0.00	$95.24	1832 RAILROAD AVE UNIT 114
098 -0408-129-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1832 RAILROAD AVE UNIT 116
098 -0408-130-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1832 RAILROAD AVE UNIT 118
098 -0408-132-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1874 RAILROAD AVE UNIT 100
098 -0408-133-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1874 RAILROAD AVE UNIT 102
098 -0408-134-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1874 RAILROAD AVE UNIT 104
098 -0408-135-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1874 RAILROAD AVE UNIT 106
098 -0408-136-00	CON	B2	1	0.000	1,976	$0.00	$0.00	$513.91	$60.38	$574.29	$0.00	$0.00	$161.41	$0.00	$161.40	1874 RAILROAD AVE UNIT 108
098 -0408-137-00	CON	B2	1	0.000	1,399	$0.00	$0.00	$363.85	$42.75	$406.60	$0.00	$0.00	$114.28	$0.00	$114.28	1874 RAILROAD AVE UNIT 110
098 -0408-138-00	CON	B2	1	0.000	1,163	$0.00	$0.00	$302.47	$35.54	$338.01	$0.00	$0.00	$95.00	$0.00	$95.00	1874 RAILROAD AVE UNIT 112
098 -0408-139-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	1874 RAILROAD AVE UNIT 114
098 -0408-140-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	1874 RAILROAD AVE UNIT 116
098 -0408-141-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	1874 RAILROAD AVE UNIT 118
098 -0408-142-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	1874 RAILROAD AVE UNIT 120
098 -0408-148-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	170 N N ST UNIT 118
098 -0408-149-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	170 N N ST UNIT 116
098 -0408-150-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	170 N N ST UNIT 114
098 -0408-151-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	170 N N ST UNIT 112
098 -0408-152-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	170 N N ST UNIT 110
098 -0408-153-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	170 N N ST UNIT 108
098 -0408-154-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	170 N N ST UNIT 106
098 -0408-155-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	170 N N ST UNIT 104
098 -0408-156-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	170 N N ST UNIT 102
098 -0408-157-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	170 N N ST UNIT 100
098 -0408-159-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	162 ZEPHYR PL UNIT 100
098 -0408-160-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	162 ZEPHYR PL UNIT 102
098 -0408-161-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	162 ZEPHYR PL UNIT 104
098 -0408-162-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	162 ZEPHYR PL UNIT 106
098 -0408-163-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	162 ZEPHYR PL UNIT 108
098 -0408-164-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	162 ZEPHYR PL UNIT 110
098 -0408-165-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	162 ZEPHYR PL UNIT 112
098 -0408-166-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	162 ZEPHYR PL UNIT 114
098 -0408-168-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	157 ZEPHYR PL UNIT 115
098 -0408-169-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	157 ZEPHYR PL UNIT 113
098 -0408-170-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	157 ZEPHYR PL UNIT 111
098 -0408-171-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	157 ZEPHYR PL UNIT 109
098 -0408-172-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	157 ZEPHYR PL UNIT 107
098 -0408-173-00	CON	B2	1	0.000	1,734	$0.00	$0.00	$450.97	$52.99	$503.96	$0.00	$0.00	$141.64	$0.00	$141.64	157 ZEPHYR PL UNIT 105
098 -0408-174-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	157 ZEPHYR PL UNIT 103
098 -0408-175-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	157 ZEPHYR PL UNIT 101
098 -0408-177-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	168 GILLETTE PL UNIT 100
098 -0408-178-00	CON	B2	1	0.000	1,880	$0.00	$0.00	$488.94	$57.45	$546.39	$0.00	$0.00	$153.57	$0.00	$153.56	168 GILLETTE PL UNIT 102
098 -0408-179-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	168 GILLETTE PL UNIT 104
098 -0408-180-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	168 GILLETTE PL UNIT 106
098 -0408-181-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	168 GILLETTE PL UNIT 108
098 -0408-182-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	168 GILLETTE PL UNIT 110
098 -0408-183-00	CON	B2	1	0.000	1,381	$0.00	$0.00	$359.16	$42.20	$401.36	$0.00	$0.00	$112.81	$0.00	$112.80	168 GILLETTE PL UNIT 112
098 -0408-184-00	CON	B2	1	0.000	1,145	$0.00	$0.00	$297.79	$34.99	$332.78	$0.00	$0.00	$93.53	$0.00	$93.52	168 GILLETTE PL UNIT 114
098 -0408-185-00	CON	B2	1	0.000	1,780	$0.00	$0.00	$462.94	$54.39	$517.33	$0.00	$0.00	$145.40	$0.00	$145.40	168 GILLETTE PL UNIT 116
098 -0408-186-00	CON	B2	1	0.000	1,287	$0.00	$0.00	$334.72	$39.33	$374.05	$0.00	$0.00	$105.13	$0.00	$105.12	168 GILLETTE PL UNIT 118
098 -0409-001-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2704 HOLLINGBURY CMN
098 -0409-002-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2712 HOLLINGBURY CMN
098 -0409-003-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2718 HOLLINGBURY CMN
098 -0409-004-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2707 HOLLINGBURY CMN
098 -0409-005-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2713 HOLLINGBURY CMN
098 -0409-006-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2719 HOLLINGBURY CMN
098 -0409-007-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2776 PATCHAM CMN

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0409-008-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2784 PATCHAM CMN
098 -0409-009-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2792 PATCHAM CMN
098 -0409-010-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2701 PATCHAM CMN
098 -0409-011-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2709 PATCHAM CMN
098 -0409-012-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2717 PATCHAM CMN
098 -0409-013-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2725 PATCHAM CMN
098 -0409-014-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2733 PATCHAM CMN
098 -0409-015-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2741 PATCHAM CMN
098 -0409-016-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2749 PATCHAM CMN
098 -0409-017-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2757 PATCHAM CMN
098 -0409-018-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2765 PATCHAM CMN
098 -0409-019-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2773 PATCHAM CMN
098 -0409-020-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2781 PATCHAM CMN
098 -0409-021-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2789 PATCHAM CMN
098 -0409-022-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2797 PATCHAM CMN
098 -0409-023-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2805 PATCHAM CMN
098 -0409-024-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2813 PATCHAM CMN
098 -0409-025-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2821 PATCHAM CMN
098 -0409-026-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2829 PATCHAM CMN
098 -0409-027-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2837 PATCHAM CMN
098 -0409-028-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2845 PATCHAM CMN
098 -0409-029-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2853 PATCHAM CMN
098 -0409-030-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2861 PATCHAM CMN
098 -0409-031-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2869 PATCHAM CMN
098 -0409-032-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2877 PATCHAM CMN
098 -0409-033-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2885 PATCHAM CMN
098 -0409-034-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2891 PATCHAM CMN
098 -0409-035-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2895 PATCHAM CMN
098 -0409-036-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2899 PATCHAM CMN
098 -0409-037-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	2858 PATCHAM CMN
098 -0409-038-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	2874 PATCHAM CMN
098 -0409-039-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2880 PATCHAM CMN
098 -0409-040-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2888 PATCHAM CMN
098 -0409-041-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2892 PATCHAM CMN
098 -0409-042-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2896 PATCHAM CMN
098 -0409-057-00	SFR	C1	1	0.000	1,825	$0.00	$240.12	$474.64	$55.77	$770.53	$0.00	$24.89	$149.08	$0.00	$173.96	2855 OLD 1ST ST
098 -0409-058-00	SFR	C1	1	0.000	1,993	$0.00	$262.22	$518.33	$60.90	$841.45	$0.00	$27.18	$162.80	$0.00	$189.98	2855 OLD 1ST ST
098 -0409-059-00	SFR	C1	1	0.000	1,843	$0.00	$242.49	$479.32	$56.32	$778.13	$0.00	$25.13	$150.55	$0.00	$175.68	2855 OLD 1ST ST
098 -0409-060-00	SFR	C1	1	0.000	1,993	$0.00	$262.22	$518.33	$60.90	$841.45	$0.00	$27.18	$162.80	$0.00	$189.98	2855 OLD 1ST ST
098 -0409-061-00	SFR	C1	1	0.000	1,821	$0.00	$239.59	$473.60	$55.64	$768.83	$0.00	$24.83	$148.75	$0.00	$173.58	2855 OLD 1ST ST
098 -0409-062-00	SFR	C1	1	0.000	1,929	$0.00	$253.80	$501.69	$58.94	$814.43	$0.00	$26.31	$157.57	$0.00	$183.88	2855 OLD 1ST ST
098 -0409-063-00	SFR	C1	1	0.000	1,821	$0.00	$239.59	$473.60	$55.64	$768.83	$0.00	$24.83	$148.75	$0.00	$173.58	2855 OLD 1ST ST
098 -0409-064-00	SFR	C1	1	0.000	1,916	$0.00	$252.09	$498.31	$58.55	$808.95	$0.00	$26.13	$156.51	$0.00	$182.64	2855 OLD 1ST ST
098 -0409-065-00	SFR	C1	1	0.000	1,916	$0.00	$252.09	$498.31	$58.55	$808.95	$0.00	$26.13	$156.51	$0.00	$182.64	2855 OLD 1ST ST
098 -0409-066-00	SFR	C1	1	0.000	1,821	$0.00	$239.59	$473.60	$55.64	$768.83	$0.00	$24.83	$148.75	$0.00	$173.58	2855 OLD 1ST ST
098 -0409-067-00	SFR	C1	1	0.000	1,929	$0.00	$253.80	$501.69	$58.94	$814.43	$0.00	$26.31	$157.57	$0.00	$183.88	2855 OLD 1ST ST
098 -0409-068-00	SFR	C1	1	0.000	1,821	$0.00	$239.59	$473.60	$55.64	$768.83	$0.00	$24.83	$148.75	$0.00	$173.58	2855 OLD 1ST ST
098 -0409-069-00	SFR	C1	1	0.000	1,843	$0.00	$242.49	$479.32	$56.32	$778.13	$0.00	$25.13	$150.55	$0.00	$175.68	2855 OLD 1ST ST
098 -0409-070-00	SFR	C1	1	0.000	1,825	$0.00	$240.12	$474.64	$55.77	$770.53	$0.00	$24.89	$149.08	$0.00	$173.96	2855 OLD 1ST ST
098 -0409-071-00	SFR	C1	1	0.000	1,843	$0.00	$242.49	$479.32	$56.32	$778.13	$0.00	$25.13	$150.55	$0.00	$175.68	2855 OLD 1ST ST
098 -0409-072-00	SFR	C1	1	0.000	1,993	$0.00	$262.22	$518.33	$60.90	$841.45	$0.00	$27.18	$162.80	$0.00	$189.98	2855 OLD 1ST ST
098 -0409-073-00	SFR	C1	1	0.000	1,843	$0.00	$242.49	$479.32	$56.32	$778.13	$0.00	$25.13	$150.55	$0.00	$175.68	2855 OLD 1ST ST
098 -0410-001-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2902 WORTHING CMN
098 -0410-002-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2904 WORTHING CMN
098 -0410-003-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2906 WORTHING CMN
098 -0410-004-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2908 WORTHING CMN
098 -0410-005-00	SFR	C1	1	8.084	2,013	$46.64	$264.86	$523.53	$61.51	$896.54	$4.83	$27.45	$164.43	$0.00	$196.70	2912 WORTHING CMN

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0410-006-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	2914 WORTHING CMN
098 -0410-007-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2916 WORTHING CMN
098 -0410-008-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2920 WORTHING CMN
098 -0410-009-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2922 WORTHING CMN
098 -0410-010-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2928 WORTHING CMN
098 -0410-011-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2934 WORTHING CMN
098 -0410-012-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2938 WORTHING CMN
098 -0410-013-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2946 WORTHING CMN
098 -0410-014-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2950 WORTHING CMN
098 -0410-015-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2954 WORTHING CMN
098 -0410-016-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2960 WORTHING CMN
098 -0410-017-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2968 WORTHING CMN
098 -0410-018-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2974 WORTHING CMN
098 -0410-019-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2980 WORTHING CMN
098 -0410-020-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2986 WORTHING CMN
098 -0410-021-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2992 WORTHING CMN
098 -0410-022-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2998 WORTHING CMN
098 -0410-023-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2999 WORTHING CMN
098 -0410-024-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2995 WORTHING CMN
098 -0410-025-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2991 WORTHING CMN
098 -0410-026-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2885 WORTHING CMN
098 -0410-027-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2977 PATCHAM CMN
098 -0410-028-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2973 PATCHAM CMN
098 -0410-030-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2951 PATCHAM CMN
098 -0410-031-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2945 PATCHAM CMN
098 -0410-032-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2937 PATCHAM CMN
098 -0410-033-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2929 PATCHAM CMN
098 -0410-034-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2921 PATCHAM CMN
098 -0410-035-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2915 PATCHAM CMN
098 -0410-036-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2907 PATCHAM CMN
098 -0410-037-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2910 PATCHAM CMN
098 -0410-038-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2918 PATCHAM CMN
098 -0410-039-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2924 PATCHAM CMN
098 -0410-040-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2932 PATCHAM CMN
098 -0410-041-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2940 PATCHAM CMN
098 -0410-042-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2948 PATCHAM CMN
098 -0410-043-00	SFR	C1	1	8.084	1,802	$46.64	$237.09	$468.66	$55.06	$807.45	$4.83	$24.57	$147.20	$0.00	$176.60	2956 PATCHAM CMN
098 -0410-044-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2951 WORTHING CMN
098 -0410-045-00	SFR	C1	1	8.084	1,843	$46.64	$242.49	$479.32	$56.32	$824.77	$4.83	$25.13	$150.55	$0.00	$180.50	2949 WORTHING CMN
098 -0410-046-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2943 WORTHING CMN
098 -0410-047-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2937 WORTHING CMN
098 -0410-048-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	2735 OLD 1ST ST
098 -0410-049-00	SFR	C1	1	8.084	1,830	$46.64	$240.78	$475.94	$55.92	$819.28	$4.83	$24.96	$149.48	$0.00	$179.26	2925 WORTHING CMN
098 -0410-050-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	2921 WORTHING CMN
098 -0410-061-00	SFR	C1	1	8.084	1,948	$46.64	$256.30	$506.63	$59.53	$869.10	$4.83	$26.57	$159.12	$0.00	$190.52	2959 PATCHAM CMN
098 -0410-062-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	2967 PATCHAM CMN
098 -0410-063-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	2961 PATCHAM CMN
098 -0410-070-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	3000 WORTHING CMN
098 -0410-071-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	3004 WORTHING CMN
098 -0410-072-00	SFR	C1	1	8.084	1,806	$46.64	$237.62	$469.70	$55.19	$809.15	$4.83	$24.63	$147.52	$0.00	$176.98	3008 WORTHING CMN
098 -0410-073-00	SFR	C1	1	8.084	1,955	$46.64	$257.23	$508.45	$59.74	$872.06	$4.83	$26.66	$159.70	$0.00	$191.18	3012 WORTHING CMN
098 -0410-074-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	3015 WORTHING CMN
098 -0410-075-00	SFR	C1	1	8.084	1,786	$46.64	$234.99	$464.50	$54.57	$800.70	$4.83	$24.36	$145.89	$0.00	$175.08	3009 WORTHING CMN
098 -0410-076-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	3007 WORTHING CMN
098 -0410-077-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	3005 WORTHING CMN
098 -0410-078-00	SFR	C1	1	8.084	1,915	$46.64	$251.96	$498.05	$58.52	$855.17	$4.83	$26.12	$156.43	$0.00	$187.38	3003 WORTHING CMN
098 -0410-079-00	SFR	C1	1	8.084	1,927	$46.64	$253.54	$501.17	$58.88	$860.23	$4.83	$26.28	$157.41	$0.00	$188.52	3001 WORTHING CMN

City of Livermore - Maintenance District No. 859
Maximum & Fiscal Year 2024-25 Assessment Roll
(Maximum Assessments may be Increased by the Prior Year's Change in the CPI plus 1% each Fiscal Year)

Parcel No.	Class	Streetscape Zone	Trail Zone	Frontage	Imp Sq Ft	Maximum Frontage Assessment	Maximum Area Assessment	Maximum Park/Plaza Assessment	Maximum Trail Assessment	Maximum Assessment	FY 2024-25 Frontage Assessment	FY 2024-25 Area Assessment	FY 2024-25 Park/Plaza Assessment	FY 2024-25 Trail Assessment	FY 2024-25 Assessment*	Property Address
098 -0412-014-00	CON	B3	1	0.000	1,694	$0.00	$0.00	$440.57	$51.76	$492.33	$0.00	$0.00	$138.38	$0.00	$138.38	1681 CHESTNUT ST
098 -0412-015-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1683 CHESTNUT ST
098 -0412-016-00	CON	B3	1	0.000	1,694	$0.00	$0.00	$440.57	$51.76	$492.33	$0.00	$0.00	$138.38	$0.00	$138.38	1687 CHESTNUT ST
098 -0412-017-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1685 CHESTNUT ST
098 -0412-018-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1715 CHESTNUT ST
098 -0412-019-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1718 PEDROZZI CMN
098 -0412-020-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1716 PEDROZZI CMN
098 -0412-021-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1714 PEDROZZI CMN
098 -0412-022-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1727 CHESTNUT ST
098 -0412-023-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1735 PEDROZZI CMN
098 -0412-024-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1733 PEDROZZI CMN
098 -0412-025-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1731 PEDROZZI CMN
098 -0412-026-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1757 CHESTNUT ST
098 -0412-027-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1758 PEDROZZI CMN
098 -0412-028-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1756 PEDROZZI CMN
098 -0412-029-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1754 PEDROZZI CMN
098 -0412-030-00	CON	B3	1	0.000	1,674	$0.00	$0.00	$435.37	$51.15	$486.52	$0.00	$0.00	$136.74	$0.00	$136.74	1767 CHESTNUT ST
098 -0412-031-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	249 N N ST
098 -0412-032-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	247 N N ST
098 -0412-033-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	245 N N ST
098 -0412-034-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	241 N N ST
098 -0412-035-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	239 N N ST
098 -0412-036-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	237 N N ST
098 -0412-037-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	235 N N ST
098 -0412-038-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	233 N N ST
098 -0412-039-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	231 N N ST
098 -0412-040-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1742 PEDROZZI CMN
098 -0412-041-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1744 PEDROZZI CMN
098 -0412-042-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1746 PEDROZZI CMN
098 -0412-043-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1748 PEDROZZI CMN
098 -0412-044-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1750 PEDROZZI CMN
098 -0412-045-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1752 PEDROZZI CMN
098 -0412-046-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1729 PEDROZZI CMN
098 -0412-047-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1727 PEDROZZI CMN
098 -0412-048-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1725 PEDROZZI CMN
098 -0412-049-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1723 PEDROZZI CMN
098 -0412-050-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1721 PEDROZZI CMN
098 -0412-051-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1719 PEDROZZI CMN
098 -0412-052-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1702 PEDROZZI CMN
098 -0412-053-00	CON	B3	1	0.000	2,150	$0.00	$0.00	$559.16	$65.70	$624.86	$0.00	$0.00	$175.62	$0.00	$175.62	1704 PEDROZZI CMN
098 -0412-054-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1706 PEDROZZI CMN
098 -0412-055-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1708 PEDROZZI CMN
098 -0412-056-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1710 PEDROZZI CMN
098 -0412-057-00	CON	B3	1	0.000	1,929	$0.00	$0.00	$501.69	$58.94	$560.63	$0.00	$0.00	$157.57	$0.00	$157.56	1712 PEDROZZI CMN
098 -0413-001-00	COM	B1	2	300.000	11,584	$1,741.80	$1,487.12	$524.18	$30.79	$3,783.89	$197.88	$168.94	$164.64	$0.00	$531.46	1934 1ST ST
098 -0413-001-00	MFR	B1	2	0.000	265,499	$0.00	$34,083.97	$69,049.92	$4,056.56	$107,190.45	$0.00	$3,872.10	$21,687.49	$0.00	$25,559.58	1934 1ST ST
099 -0175-021-01	COM	B2	1	0.000	16,382	$0.00	$0.00	$741.29	$87.10	$828.39	$0.00	$0.00	$232.83	$0.00	$232.82	1002 E STANLEY BLVD
099 -0175-022-01	COM	B2	1	0.000	984	$0.00	$0.00	$44.53	$5.23	$49.76	$0.00	$0.00	$13.98	$0.00	$13.98	E STANLEY BLVD
				9,810.096	2,978,450	$168,580.94	$348,233.24	$441,271.28	$37,577.52	$995,662.98	$131,554.24	$198,306.24	$138,595.93	$0.00	$468,452.96	

* The Fiscal Year 2024-25 Assessments have been rounded to the nearest even penny to meet the County of Alameda Auditor Controller submittal requirements.

LIVERMORE
CALIFORNIA

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

DATE: July 8, 2024

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Approval of the City Council 2025 Meeting Calendar.

RECOMMENDED ACTION

Staff recommends the City Council approve the 2025 Meeting Calendar. Staff is prepared to make adjustments if a Council Member identifies a scheduling or holiday conflict to ensure all members of the Council can participate in meetings.

SUMMARY

Each year the City Council approves a calendar of regular meetings for the coming year. The 2025 Meeting Calendar is presented here for approval.

DISCUSSION

In accordance with the City Council Rules of Procedures, each July the City Council approves an annual calendar for the coming year. Regular meetings are generally scheduled on the second and fourth Monday of each month. Meetings are not scheduled on legal holidays. In keeping with past practice, only one meeting is scheduled during the months of August and December. The August meeting is traditionally cancelled due to lack of pressing business.

Special meetings and workshops may be called by the Mayor or by a majority of Council Members as needed. Special meetings or workshops will be held on the third Monday of the month if needed. The City Council may also amend the regular meeting schedule throughout the year when necessary.

Livermore City Council 2025 Meeting Calendar

Date	Type	Date	Type
01/13/2025	Regular Meeting	07/14/2025	Regular Meeting
01/27/2025	Regular Meeting	07/28/2025	Regular Meeting
02/10/2025	Regular Meeting	08/11/2025	Regular Meeting

02/24/2025	Regular Meeting	09/08/2025	Regular Meeting
03/10/2025	Regular Meeting	~~09/22/2025**~~	~~Regular Meeting~~
03/24/2025	Regular Meeting	9/29/2025	Special Meeting
04/07/2025	Special Meeting	10/13/2025	Regular Meeting
~~04/14/2025*~~	~~Regular Meeting~~	10/27/2025	Regular Meeting
04/28/2025	Regular Meeting	11/10/2025	Regular Meeting
05/12/2025	Regular Meeting	11/24/2025	Regular Meeting
06/09/2025	Regular Meeting	12/08/2025	Regular Meeting
06/23/2025	Regular Meeting		

*Passover
**Rosh Hashana
The recommended special meetings are not on the third Monday of the month to balance time between regular meetings.

FISCAL AND ADMINISTRATIVE IMPACTS

While City Council meetings require considerable staff resources to prepare for and facilitate, administrative impacts from adopting the proposed meeting calendar are incorporated into each department's work plan. Other fiscal impacts associated with City Council meetings include broadcast and recording services, technical support, and incidental costs such as renting special meeting locations and providing translation services upon request. Approximately $875,500 is budgeted for staff time to attend Council meetings and these other costs in FY 2024-25.

COMMUNITY PILLAR

5: A City That Works

GOAL

1: Engage effectively with the Mayor and City Council

ATTACHMENTS

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 STAFF REPORT **ITEM NO. 10.1**

DATE: July 8, 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.

6.1	Hearing to consider a request for Vesting Tentative Tract Map and Site Plan Design Review to develop vacant land located southwest of the Portola Avenue and Tranquility Circle intersection with a for-sale residential condominium project, known as Shea Aura. Material: PowerPoint Presentation
6.2	Public hearing for the confirmation of the levy of assessments for the City's Landscape Maintenance Districts for FY 2024-25. Material: PowerPoint Presentation
7.1	Approval of the City Council 2025 Meeting Calendar. Materials: Revised Draft Calendar, PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members Material: Council Reports

DISCUSSION

ATTACHMENTS

1. Supplemental Materials.pdf

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

Isabel Neighborhood Specific Plan
Shea Aura Condominium Project

Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21- 007
Site Plan Design Review (SPDR) 21-006

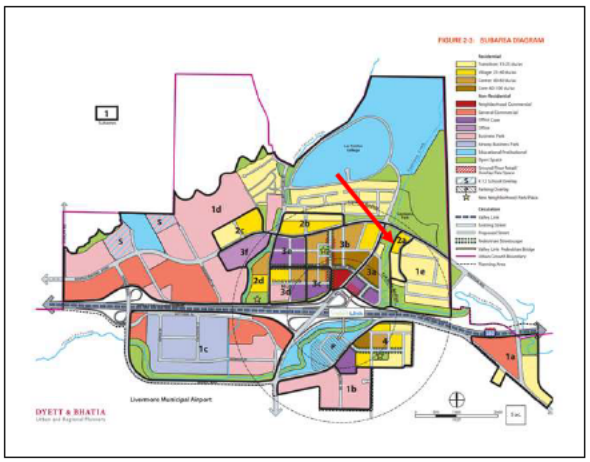
City Council

July 8, 2024
Shannon Pagan, Assistant Planner

LIVERMORE CALIFORNIA

1

Background



LIVERMORE CALIFORNIA

2

Site Context and Existing Conditions

LIVERMORE CALIFORNIA

3

Project Description

- 164 for-sale condominium units
- 33 affordable units
- 17 accessible units
- Pedestrian, bicycle, trail connections
- Common open space

LIVERMORE CALIFORNIA

4

Site Plan and Connectivity

LEGEND

1. Project Entry with Specimen Tree and ID
2. Parking Area
3. Concrete Sidewalk
4. Connection Point to Existing Trail
5. Pocket Parks
6. Existing Sage Community
7. Potential Art Locations - Defer to Arts Commission for final approval of art pieces
8. Enhanced Vehicular Paving
9. Trail Connection with relocated Maintenance Access Gate
10. Existing Street Trees to remain and be protected in place
11. Turf Block Path
12. Bike Rack Parking
13. Street Trees (Littleleaf Linden) in Parkway Strip
14. 3' Wide Raised Buffer

LIVERMORE CALIFORNIA

5

Architecture and Design

6-Unit Tandem Townhomes

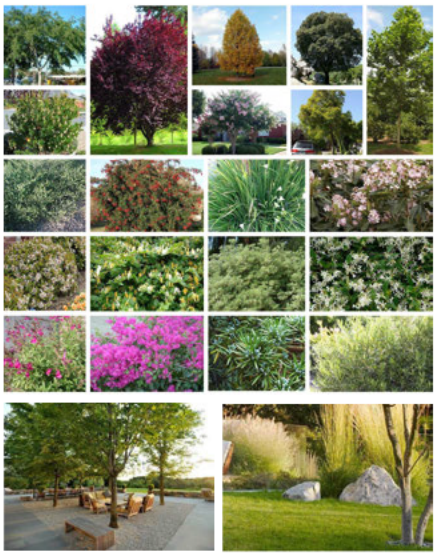
8-Unit Back-to-Back Townhomes

10-Unit Tandem Townhomes

LIVERMORE CALIFORNIA

6

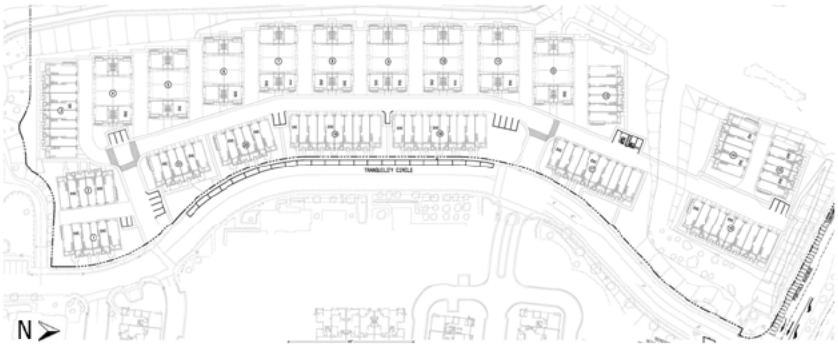
Landscape and Open Space



LIVERMORE CALIFORNIA

7

Parking

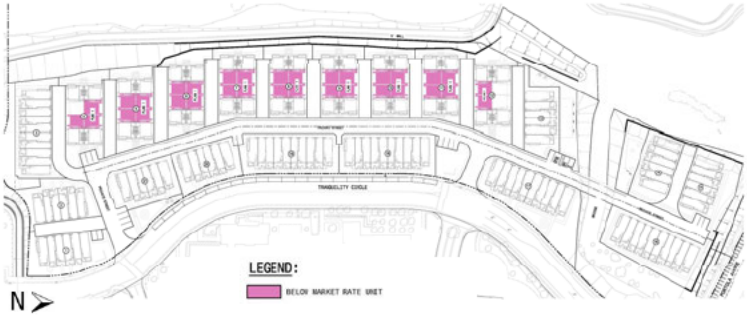


Room Count	Parking Required (spaces/ unit)	Parking Provided – Condominium (spaces/ unit)	Complies?
2 Bedroom	1.5 – 2	2	Yes
3+ Bedroom	2 – 2.5	2	Yes
Visitor	0.125 – 0.25	0.14	Yes

LIVERMORE CALIFORNIA

8

Housing and Affordability



AFFORDABLE UNIT SUMMARY	
TOWNHOMES	
MIDIAN	9
MODERATE	24
TOTAL	33

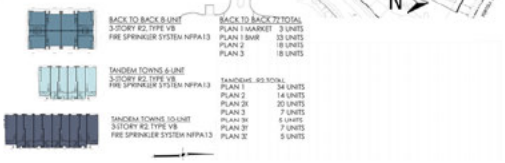
LIVERMORE CALIFORNIA

9

State Density Bonus

Waivers
- Setback
- Height
- EV Charging Requirement

Incentive/ Concession
- Affordable Unit Comparability Requirement



LIVERMORE CALIFORNIA

10

Planning Commission Recommendations

Staff Concurs

- Directional curb ramps
- Raised crosswalks
- Parking on Tranquility Circle
- Shade tree placement
- Class IV bike lane design

Staff does not concur

- Wider garage door openings
- Timing of frontage improvement implementation

LIVERMORE CALIFORNIA

11

Recommendation

The Planning Commission and staff recommend the City Council:

- Adopt a resolution finding that the project is exempt under the California Environmental Quality Act, in accordance with CEQA Guidelines Sections 15182 (c) and 15183;
- Adopt a resolution approving Vesting Tentative Tract Map (VTTM) 8612 – Subdivision (SUB) 21-007 and Site Plan Design Review (SPDR) 21-006, together with the requested Density Bonus Waiver and Incentive/Concession, subject to the attached Conditions of Approval as recommended by staff; and
- Direct the Planning Manager to file a Notice of Exemption, in accordance with the provisions of the California Environmental Quality Act, subject to project approval.

LIVERMORE CALIFORNIA

12

LMD Assessments for FY 2024/25

July 08, 2024

Presented by Marisa Gan, Management Analyst II

LIVERMORE CALIFORNIA

1

Levy Assessment for Landscape Maintenance Districts for FY 2024/25

- City has 92 Landscape Maintenance Districts organized under the Landscaping and Lighting Act of 1972
- Property owners within each District pay assessments to cover the cost of:
  - Landscape maintenance
  - Utilities
  - Operation and maintenance of equipment
- Maintenance operations are performed by City staff and supplemented by private contractors under the direction of City staff

LIVERMORE CALIFORNIA

2

Levy Assessment for Landscape Maintenance Districts for FY 2024/25

- Staff reviews costs, maintenance level, and long-term financial stability of each district
- The proposed assessment rates to be levied for all Districts are all equal to or less than each District's FY 2024/25 maximum assessment rates.

District Policy	Number of Districts	Allowable Adjustment	Proposed Adjustment
Enduring Cap	58	CPI-U+1%	3.37%
Maximum Cap	30	CPI-U	2.37%
Pre-Prop 218	4	CPI-U	2.37%

LIVERMORE CALIFORNIA

3

Questions

LIVERMORE CALIFORNIA

4

Livermore City Council 2025 Meeting Calendar

Date	Type	Date	Type
01/13/2025	Regular Meeting	07/14/2025	Regular Meeting
01/27/2025	Regular Meeting	07/28/2025	Regular Meeting
02/10/2025	Regular Meeting	08/11/2025	Regular Meeting
02/24/2025	Regular Meeting	09/08/2025	Regular Meeting
03/10/2025	Regular Meeting	~~09/22/2025*~~	~~Regular Meeting~~
03/24/2025	Regular Meeting	09/29/2025	Special Meeting
04/14/2025	Regular Meeting	10/13/2025	Regular Meeting
04/28/2025	Regular Meeting	10/27/2025	Regular Meeting
05/12/2025	Regular Meeting	11/10/2025	Regular Meeting
06/09/2025	Regular Meeting	11/24/2025	Regular Meeting
06/23/2025	Regular Meeting	12/08/2025	Regular Meeting

* Rosh Hashanah

Approval of the City Council 2025 Meeting Calendar

July 8, 2024

Presented by Debbie Elam, Acting City Clerk

LIVERMORE CALIFORNIA

1

2025 City Council Meeting Calendar

- Each July the City Council approves an annual calendar for regular meetings and workshops in the coming year.
  - Regular meetings are generally scheduled on the second and fourth Monday of each month.
  - Special meetings will be scheduled on the third Monday of each month as needed.
  - Only one meeting is scheduled during the months of August and December. The August meeting is generally cancelled due to lack of pressing business.

Staff Recommendation: Staff recommends the City Council approve the 2025 Meeting Calendar. Staff is prepared to make adjustments if a Council Member identifies a scheduling or holiday conflict to ensure all members of the Council can participate in meetings.

LIVERMORE CALIFORNIA

2

Proposed Meeting Calendar

Date	Type	Date	Type
01/13/2025	Regular Meeting	07/14/2025	Regular Meeting
01/27/2025	Regular Meeting	07/28/2025	Regular Meeting
02/10/2025	Regular Meeting	08/11/2025	Regular Meeting
02/24/2025	Regular Meeting	09/08/2025	Regular Meeting
03/10/2025	Regular Meeting	~~09/22/2025*~~	~~Regular Meeting~~
03/24/2025	Regular Meeting	09/29/2025	Special Meeting
04/14/2025	Regular Meeting	10/13/2025	Regular Meeting
04/28/2025	Regular Meeting	10/27/2025	Regular Meeting
05/12/2025	Regular Meeting	11/10/2025	Regular Meeting
06/09/2025	Regular Meeting	11/24/2025	Regular Meeting
06/23/2025	Regular Meeting	12/08/2025	Regular Meeting

*Rosh Hashana
The recommended special meeting is not on the third Monday of the month to balance time between regular meetings.

LIVERMORE CALIFORNIA

3

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	6/26/2024	Chamber of Commerce	Board meeting	Provided the Mayor's Report, approved financials and heard committee reports and update on the Executive Training and the upcoming Golf Tournament.
Mayor Marchand	6/27/2024	City of Livermore	Teen Academy	Presentations from Teen Academy Participants.
Mayor Marchand	6/27/2024	Alameda County Transportation Commission (ACTC)	Commission meeting	Heard committee reports and updates on the Countywide Transportation Plan and Advancing Clean Transportation.
Mayor Marchand	7/1/2024	City of Livermore	Teen Academy Graduation	Spoke and presented certificate to graduates.
Mayor Marchand	7/4/2024	City of Livermore	July 4th Celebration	There were quite a number of old war birds (planes) on the field. The QUEST Science Center and Robot Garden had programs. LPD and LPFD were there. I was impressed at the number of young children and families that were there.
Mayor Marchand	7/8/2024	Alameda County Transportation Commission (ACTC)	Planning Policy and Legislation Committee	Heard updates on the Countywide Transportation Plan including draft goals and on legislation. Currently, there are 1,400 bills waiting to be heard.

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
Council Member Barrientos	7/4/2024	City Council	Independence Day Celebrated at our local airport	Several vendors selling shave ice seemed to be the favorite. Many people attended

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Council Member Branning	7/1/2024	Livermore-Amador Valley Transit Authority (LAVTA)	Board of Directors meeting
Council Member Branning	7/4/2024	City of Livermore	4th of July Celebration

LIVERMORE
CALIFORNIA

CITY COUNCIL STAFF REPORT **ITEM NO. 10.2**

DATE: July 8, 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.pdf

Prepared by: Helena Graves
Deputy City Clerk

Approved by:

Marianna Marysheva
City Manager

Fiscal Review by:

Tina Olson
Administrative Services Director

July 8, 2024

Livermore City Council
City Hall
1016 South Livermore Avenue
Livermore, CA 94550

Received at the Livermore City Council meeting of:
July 8, 2024

Honorable Mayor and Council members;

Thank you for your time and attention to the Resolution for a Valid 2024 Election presented by volunteers of United Sovereign Americans (USA) during the public comment portion of the July 8, 2024 Livermore City Council meeting.

Attached is a copy of the resolution presented.

We understand that the Council is precluded from discussing or considering a non-agenda item. We request that the Resolution for a Valid 2024 Election be placed on the agenda of a future Council meeting so that it can be discussed and be considered for adoption by the City Council. The material and analysis of our voter rolls and election results is quite complex and requires much review. At your request the USA team will make the data and information available with a full explanation of how the analysis was completed and what does it all mean.

Your further action on this Resolution will illustrate your dedication and support to the concerns of your constituents and your country. We look forward to your support of accurate, transparent, and valid election that are fully auditable and verifiable.

Additional information about USA and the proposed Resolution can be found at unite4freedom.com.

If you have any questions or concerns please let me know so someone from USA can address them.

Thank you for your time and consideration,
Sincerely,

Mark Zulim
Volunteer with United Sovereign Americans – Alameda County, California
Email:
Phone:

Resolution

for a Legally Valid 2024 General Election

Whereas It is a recognized civil right in the United States for every citizen to have free and fair elections. "And the right of suffrage can be denied by a debasement or dilution of the weight of a citizen's vote just as effectively as by wholly prohibiting the free exercise of the franchise." (Reynolds *v.* Sims, 377 U.S. 533 (1964))

Whereas It is the duty of our election officials to guarantee our elections are accurate and free from distortion or manipulation. "Congress seeks...to guard the election of members of Congress against any possible unfairness by compelling... everyone concerned in holding the election to a strict and scrupulous observance of every duty devolved upon him while so engaged... The evil intent consists in disobedience to the law." (In Re Coy, 127 U.S. 731 (1888)).

Whereas Our constitutional system of representative government only works when the following four tenets of an election are upheld:

1. The Voter Rolls Must Be Accurate (National Voter Registration Act, 1993).
2. Votes Counted Must Be From Eligible Voters (US Constitution, Fourteenth Amendment, Section Two).
3. The Number of Votes Counted Must Equal the Number of Voters Who Voted.
4. There Can Be No More Than One in 125,000 Ballots in Error by the Voting System (Help America Vote Act, 2002).

Whereas An open-source audit of the California 2022 General Election conducted by California citizens has uncovered evidence of massive inaccuracies that appear to violate both federal and state laws, including:

- **5,886,198** ineligible or uncertain registration violations found within the California state voter roll database.
- **2,776,939** votes cast by ineligible or uncertain registrants.
- **123,785** more votes counted than voters who voted. No one knows who cast them.
- **2,776,849** apparent voting violations in excess of the legal standard of system accuracy for a valid federal election. Maximum allowable system errors for the 2022 general election in California was **90**.
- Certification as defined by law, an attestation of accuracy and compliance, appears to have been fraudulent and illegal.

Whereas These findings trample legal accuracy requirements of the voting system during a Federal Election. Accuracy is defined as the ability of the system to capture and report the specific selections, and absence of selections, made by a voter without error.

Whereas The intent of the voters must be known factually before certification can be lawfully conducted. Certification of an election that varies from the law is an abridgement of the civil rights of the citizens, a fraud *ab initio*. (United States *v.* Throckmorton, 98 U.S. 61 (1878)). "From time immemorial, an election to public office has been, in point of substance, no more and no less than the expression by qualified electors of their choice of candidates." (United States *v.* Classic, 313 U.S. 299 (1941))

Whereas California's 2022 General Election appears to have been invalid, depriving us of the guaranteed protection of our Natural Rights under a government duly and provably chosen by us, the American people, resulting in incalculable damage to our families, our way of life, and the fabric of these United States.

Therefore We call upon our Representatives to provide relief to the people, and the assurance of domestic tranquility, by joining us in demanding a VALID 2024 General Election that upholds these existing laws, and equitable principles of law:

1. Proof of citizenship, identity and eligibility to register and vote, not anonymous attestation.

2. Voter rolls certified accurate and available for public review and challenge 30 days before the start of early voting. Voters added after that date must bring proof of citizenship, identity, and address in person to a qualified official at each polling place.

3. Hand-marked, secure ballots similar to currency. Where imaging technology is used for tabulation, the security features must be verifiable in the ballot image.

4. Systems, machines, security measures, infrastructure and conduct are required to be compliant with federal law for fraud prevention regarding risk assessment, certification, testing, and implementation.

5. Adjudication must be signed-off by party, candidate, and trained citizen witnesses after being given full and effective observation rights. Candidates and trained citizens must be allowed immediate access to ballots, ballot images and CVRs.

6. Ballots, regardless of entry source, election operations, and systems must maintain end-to-end chain of custody from voter to vote count to final canvass, including auditability and witnessed transfer with paper records.

7. A NIST-compliant, randomized, statistically valid end-to-end audit, with a 95% confidence level, of all elections pursuant to the 14th Amendment, Section 2 must be performed. These audits are to be conducted by qualified, insured and bonded security, forensics or financial auditors, not personnel from within the election system. Reconciliation will include the vote count, real physical ballots, adjudication, CVRs, ballot count, qualified voter count, custody transfer, and all other paper and electronic election systems, including logs.

8. If the total of all unique variances above is more than 10% of the margin of victory, a new election must be held in the state for those candidates affected, unless the issues can be provably corrected by a manual hand recount and a full review of records.

9. Waiver of requirements is not allowed. Only end-to-end system compliance, from registration through certification, can guarantee the intent of the people is accurately recorded.

— Resolution on following page —

Be it Resolved That the Livermore City Council, Livermore, California stands in support with the concerns and remedies presented here. We implore the Alameda Board of Supervisors, California Legislators, Federal Legislators, Law Enforcement, Federal and State Prosecutors, Judges, and both Secretary of State and County Registrars of Voters to cooperate and fulfill these firm requests of the people.

RESULTS OF THE VOTE	YEA	NAY	SIGNATURE
Mayor John Marchand	____	____	_____
Vice Mayor Robert Carling	____	____	_____
Council Member Ben Barrientos	____	____	_____
Council Member Evan Branning	____	____	_____
Council Member Brittni Kiick	____	____	_____

As recorded on the _____ of _____, 2024.

Appendix to the Resolution

Research Sources for the Open-Source Audit by California Citizens:

- Data from CA statewide voter registration database, October 9, 2023.

Relevant Laws applicable to an End-to-End Audit:

- US Constitution; Article 1, Section 4.
- H.R. 2 The National Voter Registration Act of 1993 (Pub. L. 103-31).
- H.R. 3295 The Help America Vote Act of 2002 (Pub.L. 107-252).
- Federal Election Assistance Commission Voting System Standards Volume I: Performance Standards, April, 2002.
- Federal Information Security Modernization Act of 2014 (Public Law 113-283). Originally Federal Information Security Management Act of 2002 (Public Law 107-347 (Title III).
- National Institute of Standards and Technology SP 800-53: Security and Privacy Controls for Information Systems and Organizations.
- FIPS 199 - Standards for Security Categorization of Federal Information and Information Systems.
- U.S. Code: Title 52; Subtitle I—Voting Rights (§§ 10101 - 10702), Subtitle II—Voting Assistance and Election Administration (§§ 20101 - 21145) including:
  - 52 USC § 10101(b)—Intimidation, threats, or coercion.
  - 52 USC § 10307(c)—False Information in, and Payments for, Registering and Voting.
  - 52 USC § 20701—Retention and preservation of records and papers by officers of elections.
  - 52 USC § 20702—Theft, destruction, concealment, mutilation, or alteration of records or papers.
  - 52 USC § 21081—Voting systems standards (HAVA).
  - 52 USC § 21083—Computerized statewide voter registration list requirements and requirements for voters who register by mail.
- 18 USC § 241—Conspiracy Against Rights.
- 18 USC § 242—Deprivation of Rights Under Color of Law.
- 18 USC § 1519—False Records in the Administration of a Federal Matter.
- 18 USC § 1028A—Aggravated Identity Theft.
- 18 USC § 514—Fictitious obligations.

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CITY OF LIVERMORE
REQUEST FOR QUALIFICATION #4047
FOR: ROTATIONAL TOW SERVICES FOR POLICE DEPARTMENT
SPECIFICATION

It is the intention of the City of Livermore to award a Non-Exclusive Franchise Agreement to multiple qualified tow applicants for the period of three (3) years effective February 1, 2008. The initial term of this Agreement shall be for a total period of three (3) years commencing on the effective date of Agreement. City shall have the right, at its sole discretion, to extend the Agreement for one (1) additional three year period. If City exercises its option to extend, City shall notify Tow Operator(s) sixty (60) days prior to the expiration of the Agreement. In the event that City extends the Agreement, the Parties shall enter into a written amendment subject to the same terms and conditions set forth in this Agreement.

TOW TRUCK CLASSIFICATIONS

Tow Operator shall maintain all of the following tow equipment:

Tow Operator shall equip and maintain tow trucks in accordance with the provisions set forth in the **California Vehicle Code**.

All Class B tow trucks with a Gross Vehicle Weight Requirement (GVWR) of less than 26,001 pounds currently approved for the LPD rotation tow list will be allowed to remain on the rotation tow list until January 30, 2011.

All Class C tow trucks with a GVWR of less than 48,000 pounds currently approved for the LPD rotation tow list will be allowed to remain on the rotation tow list until January 30, 2011.

Tow Operator may, at its discretion, maintain the following tow equipment:

Tow Operator shall ensure that a minimum of **one (1) Class D tow vehicle** rated at a minimum of 50,000 lb. GVWR is available for tow services. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.

TOW TRUCK DRIVERS

The Tow Operator shall ensure that tow truck drivers responding to calls initiated by the LPD are qualified and competent employees of the Tow Operator. The Tow Operator shall ensure that the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles serviced through LPD. Tow truck drivers shall be at least 18 years of age and shall possess the proper class license and certificates for the towed and towing vehicle Class A licenses must be endorsed to allow operation of special vehicle configurations and/or special cargoes. All training documentation shall be submitted to LPD for each tow truck driver.

Received at the Livermore City Council meeting of:
July 8, 2024

TRUCK PAPER

https://www.truckpaper.com/listings/for-sale/tow-trucks/16060

PURPOSE WRECKER

https://purposewrecker.com/trucks-and-trailers/heavy-duty-wreckers.html

COMMERCIAL TRUCK TRADER

https://www.commercialtrucktrader.com/types-wrecker-tow/trucks-for-sale?guidedSearch=types-wrecker-tow

RV processing fees

Tow - $1000
41 days of storage @ $150/day = $6150
Lien fee - $70
Transportation to Merced = $2000
Disposal fee = $500-$1000
Approximate total costs of $10,220

Item 4.0

For
Name
Tom

2024 PETERBILT 567 JN5193

Overview

LOCATION	Stockton
UNIT NO.	JN5193
ENGINE	CUMMINS

STOCKTON - (209) 858-4110

Call For Price

DETAILED SPECS

MAKE	PETERBILT	CONDITION	New
VEHICLE CATEGORY	Trucks - Tow Trucks - Wrecker	MODEL	567
YEAR	2024	VIN	1NPCL49X8RD657820
HORSEPOWER	500	COLOR	WHITE
ENGINE TYPE	X15	TRANSMISSION	Manual
TRANSMISSION SPEEDS	18 Spd		

Notes

2024 WHITE PETERBILT WITH CUMMINS ENGINE AND 18-SPEED MANUAL TRANSMISSION. EQUIPPED WITH A JERRDAN 25 TON WRECKER. CONTACT MARK ZIMAK @ TEC EQUIPMENT LATHROP FOR MORE INFO. Jerr-Dan Century Vulcan Chevron

TEC Equipment

2024 PETERBILT 389 JN5192

Overview

LOCATION	San Diego
UNIT NO.	JN5192
ENGINE	CUMMINS

SAN DIEGO - (619) 625-7400

Call For Price

DETAILED SPECS

MAKE	PETERBILT	CONDITION	New
VEHICLE CATEGORY	Trucks - Tow Trucks - Wrecker	MODEL	389
YEAR	2024	VIN	1NPXL49X3RD677104
SUSPENSION	Air Ride	HORSEPOWER	505
COLOR	WHITE / VIPER BLUE	TRANSMISSION	Manual
TRANSMISSION SPEEDS	18 Spd	TRANSMISSION TYPE	Ultrashift

Notes

2024 389 SLEEPER PETERBILT WITH CUMMINS ENGINE AND 18-SPEED MANUAL TRANSMISSION. EQUIPPED WITH A JERRDAN 25 TON WRECKER. CONTACT ANTHONY RUBALCAVA @ TEC EQUIPMENT SAN DIEGO FOR MORE INFO. Jerr-Dan Century Vulcan Chevron

2024 KENWORTH T880 50 TON WRECKER

New Kenworth 50 ton wrecker tow truck for sale from Midco Sales. **Key Specs: KW T880 sleeper cab, Cummins X15, automatic transmission, Jerr-Dan JFB Gold body, dual 50k winches, underlift.**

Call For Price

Located in PA - Call (480) 999-0607

This 50 ton wrecker truck is built on a Kenworth T880 chassis with a Cummins diesel engine and automatic transmission.

It includes a 50-ton 3-stage boom with dual 50k winches and a 53,000 lb underlift.

The Jerr-Dan JD50INT wrecker body has Jerr-Dan's JFB Gold package with two tunnel boxes and selection of chain and snatch block kits.

50 TON WRECKER SPECS

Text us!

CHASSIS SPECS

- Kenworth T880
- Cummins X15 Diesel 565HP
- Allison 4700 RDS Automatic transmission
- 8×4 drive (1 steer – 1 lift – 2 drive)
- Sleeper 40″ flat-top
- 226″ CT

WRECKER BODY SPECS

- JD50INT 50 ton wrecker
- 100,000 lb 3-stage boom
- Dual 50k boom-mounted Ramsey winches
- 3/4 x 250′ cable
- 53,000 lb underlift
- 12 function proportional remote
- Pintle hook w/ 2″ ball
- JFB Gold storage package
- 50″ tunnel box
- 39″ tunnel box
- 60″ Whelen lightbar
- 22″ Whelen wing lightbars
- LED work lights
- Loop sling kit
- HD chain kit
- Shackle kit
- Snatch block kit
- 7″ Fork adapter
- 50″ chain storage rack
- Frame fork storage
- Tool drawer
- Wheel chock storage
- Winch and underlift rear cameras
- Driver & passenger side controls

Call For Price

SPECIFICATIONS

TRUCK TYPE	Tow Truck - All, Tow Truck - Wrecker
TRUCK MAKE	Jerr-Dan, Kenworth
CAPACITY	50 Ton
CONDITION	New
SUSPENSION	Air Ride

INVENTORY ALERTS +

SIMILAR LISTING

2024 Ford F450 4X4

Call For Price

2024 RAM 4500 Jerr-Dan MPL Wrecker

Call For Price

2024 Peterbilt 567 35 Ton Wrecker

Call For Price

RELATED LINKS

View all Jerr-Dan tow vehicles in stock

jerrdan.com – light duty carriers

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2024 FREIGHTLINER EC M2 106+-CENTURY 3212CX (16 TON)2024 DODGE 5500-CENTURY 19.6 STEEL WITH WHEEL LIFT/ RR

Prop 65 Warning

2024 PETE 389HD W/ PUSHER AXLE CENTURY 9055XL (50 TON)

STOCK ID#NEW711

2024 PETE 389-HD-(WITH PUSHER AXLE) SLEEPER EQUIPPED WITH CUMMINS DIESEL MODEL X-15 WITH 565 HORSEPOWER @1,850 TORQUE INCLUDING 18 SPEED EATON MANUAL TRANS. (3.91 REAR END RATIO. 22,000 LB. FRONT-46,000 LB. REARS-85,000 LB. GVW RATING. 52,000 LB. PETE NEWAY SUSPENSION. TILT. CRUISE. AM-FM WITH CD. DUAL SUSPENSION SEATS. AIR CONDITIONING. 352" WHEELBASE. (CAB TO AXLE 216") WINCH BRAKE. ENGINE BRAKE. DIFF LOCK. SMART NAVIGATION. SIRIUS RADIO. BLUETOOTH. CHROME BUMPER AND GRILLE. CHROME HEATED/POWERED MIRRORS. POLISH STAINLESS VISOR. 90 AND 60 GALLON ALUMINUM FUEL TANKS AND FRONT 385/75R24.5 FRONT MICHELIN TIRES AND 285/75R BRIDGESTONE PUSHER AND 11R24.5 REAR BRIDGESTONE TIRES.MOTOR MOTOR

WARRANTY 5 YEAR OR 300,000 MILES-TRANSMISSION AND CLUTCH IS 3 YEAR UNLIMITED MILES.

CENTURY MODEL 9055-XL-3 STAGE ALUMINUM 180" TANDEM BODY WITH 36" ALUMINUM THRU BOX AND COACH LOW RIDER WHEEL LIFT EQUIPPED WITH OUTRIGGER LEG SYSTEM. ROTATOR MMO SYSTEM. STRIP LAMP SYSTEM FOR SIDE OF BODY. 36" TUNNEL BOX FORK STORAGE. 36" TUNEL BOX SHELF KIT. SS DOOR GUARD KIT FOR 36" TUNNEL TOOL BOX. STRIP LAMPS IN 36" TUNNEL TOOL BOX. ATTACHMENT STORAGE KIT. 38' EXTREME ALUMINUM TUBULAR PYLON. 6 3/4 CURVED FORK KIT. DRESS-UP KIT 9055 XL-SS. A/C INVERTER KIT. AIR LINE

AND STORAGE KIT, CHAIN HOOK SLIDE APATOR KIT, DUAL REVERSE CAMERA AND MONITOR, PTO ELECTRIC OVER HYDRAULIC, 2 EACH EVOLUTION 15 TON SNATCH BLOCKS, FIFTH WHEEL ADAPTOR PLATE, CHAIN KIT HEAVY DUTY, KING PIN TOW PLATE STORAGE BRACKET, TRAILER RECOVERY LOOP, LED UNDER BODY STRIP LIGHT KIT, LOWER LED WORK LAMP KIT (70-MM) ROUND TAILBOARD MOUNT, SWIVEL LAMP KIT (90-MM) OVAL LED, LED UNDERLIFT LAMP-HELLA 12 24V, WORK LAMP KIT (90-MM) OVAL LED, LIFT AXLE HUB COVER-DUAL TIRE LIFT AXLE, MANUAL OVERIDE-SINGLE AIR, LIFT EYE ATTACHMENT FORK (PAIR) FOR RTS,GMC,NOVA AND MCI BUXES, PINTLE HOOK KIT, ROTATING CHAIN RACK KIT, SEAMLESS TOOL BOX MATTING, SHACKLE HANGER KIT, AXLE FORK REDUCER/SPACER KIT CAST FORKS, SS WHEEL TRIM FOR NEW ALUMINUM BODY, SS DOOR GUARD KIT, HIGH HAT SET W/ACCORN NUTS, ALUMINUN STORAGE TOOL BOX WITH 7 DRAWERS, WIRELESS LED 36" TOW LIGHT BAR WITH STOP/TAIL/TURN FUNCITIONS, TRAILER BALL ADAPTOR KIT, PINTLE HOOK ATTACHMENT, CONVERT-A-BALL, U-BOLT LIFTING ATTACHMENT (PAIR) AXLE FORK KIT FOR VOLVO FRONT RIDE (HOLLOW BEAM AXLE FORK) WHELEN LED 72" LED MICROEDGE 16 HEAD LIGHT BAR, WHELEN M6 LAMP KIT PAIR, 4 EACH WHELEN M6 LAMP KIT, PAINT BOOM PURPLE AND PAINT ALUMINUM BODY BLACK TO MATCH CAB.

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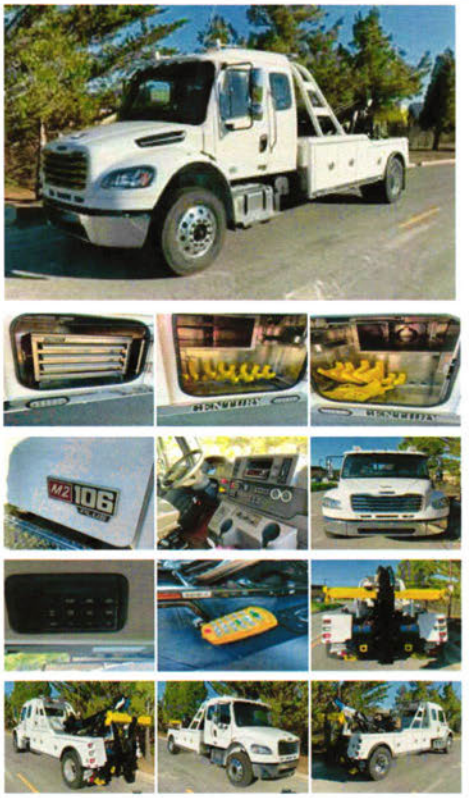
2024 DODGE 5500-CENTURY 19.6 STEEL WITH WHEEL LIFT/ RR2024 PETE 389HD W/ PUSHER AXLE-CENTURY 9055XL (50 TON)

Prop 65 Warning

2024 FREIGHTLINER EC M2 106+ CENTURY 3212CX (16 TON)



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- DUAL 50 GALLON ALUMINUM FUEL TANKS, DEF TANK
- CHROME BUMPER/GRILLE/MIRRORS, VISOR, AIR HORNS
- 138" CA, FACTORY WHITE
- ALUMINUM WHEELS AND 275/80R22.5
- BUILT AND IN STOCK!!

CENTURY MODEL 3212-CX2 (GENERATION II) ALUMINUM BODY EQUIPPED WITH AN INTEGRATED 16 TON BOOM RATING, DUAL 15,000 LB. PLANETARY WINCHES WITH DUAL AIR FREESPOOL, 138" ALUMINUM BODY, SAFETY CHAINS AND STRAPS, CLUTCH SHIFT PTO, ALL STANDARD EQUIP, WHELEN "JUSTINCE" LOW PROFILE .E.D. LIGHT BAR, 51" XTREME ALUMINUM TUBULAR LIGHT PYLON, (6) TOTAL L.E.D WORK LIGHTS (IN BAR/UNDER PYLON/ LOWER), L.E.D. WHEEL LIFT LIGHTS, TOOL BOX

LIGHTS, L.E.D. LIGHT PACKAGE, FLASHER CONTROL, MUD FLAPS, PASS. SIDE CONTROLS, WHELEN CORE KEYPAD AND FULL FUNCTION WIRELESS REMOTE KEYPAD, TAILBOARD REMOTE, 3 DRAWER PULL OUT TOOL BOX, 7 SETS OF LIFT FORKS, FORK END CAPS, FORK RISER BRACKETS, 5TH WHEEL/KING PIN ATTACHMENT, PIVOT SPRING LIFT ADAPTERS, 4,000/6,000 LB. L-ARMS WITH WHEEL GRID STORAGE BRACKET, STAINLESS STEEL DRESS UP PACKAGE, STAINLESS STEEL UNDER TOOL BOX DOOR KIT, WRECKER SIDS AND LIGHT PYLON PAINTED WHITE, FORKS AND ATTACHMENTS PAINTED SAFETY YELLOW, CABLE TENSIONERS AND FREEWHEEL KITS.

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