



LAFCO

Alameda Local Agency Formation Commission

NOTICE OF SPECIAL MEETING AND AGENDA

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

WEDNESDAY, FEBRUARY 4, 2026

2:00 P.M.

Ralph Johnson, Chair — John Marchand, Vice Chair — Nate Miley — David Haubert — Jack Balch — Mariellen Faria — Sblend Sblendorio
Lena Tam, Alternate — Sherry Hu, Alternate — Peter Rosen, Alternate — Bob Woerner, Alternate

In Person:

Council Chamber
Dublin City Hall
100 Civic Plaza
Dublin, CA 94568

Or from the following remote locations:

- 246 Argonne Avenue, Long Beach, California 90803
- 1221 Oak Street, Suite 536, 5th Floor, Oakland, CA 94612

Via Video-Teleconference Participation:

<https://us02web.zoom.us/j/82983511571?pwd=bi8xWkVsU2QxYjB3bzE2S2lubnN2Zz09>

Meeting ID: 829 8351 1571

Password (if prompted): lafco or 140331

(669)-900-9128

Remote participation by e-mail is also welcomed by sending comments to LAFCO staff at rachel.jones@acgov.org. All e-mails received before 4:00 P.M. one business day before the meeting will be forwarded to the Commission and posted online. These comments will also be referenced at the meeting.

If you need assistance before the meeting, please contact Executive Officer, Rachel Jones at: rachel.jones@acgov.org

1. **2:00 P.M. – Call to Order and Pledge of Allegiance**
2. **Roll Call**

3. **Public Comment:** Anyone from the audience may address the Commission on any matter not listed on the agenda and within the jurisdiction of Alameda LAFCO. The Commission cannot act upon matters not appearing on the agenda. *Speakers are limited to three (3) minutes.*

4. **Consent Items:**

- a. Approval of Meeting Minutes: November 13, 2025 Regular Meeting
- b. Approval of Meeting Minutes: December 17, 2025 Special Meeting
- c. LAFCO Recorded Payments for January 2026
- d. Quarterly Budget Report for FY 2025-2026
- e. Contract Agreement with ACRCO for SALC Planning Grant
- f. Contract Agreement with DNI, Inc, for IT Support Services

5. **Proposed Annexation of Merritt Property to City of Pleasanton – (Business)**

The Alameda Local Agency Formation Commission (LAFCO) will consider a change of organization proposal filed by the City of Pleasanton to annex four unincorporated parcels totaling 46.4 acres for the development of a residential subdivision, including an age-qualified community consisting of 92 single-family homes and 18 affordable senior duplexes. The purpose of the proposal is to provide municipal services to the affected territory consistent with the proposed development and surrounding territory. The affected territory lies within the sphere of influence of the City of Pleasanton. The subject parcels are identified with Assessor Parcel Number (APN) by the County of Alameda Assessor's Office as 941-950-3-1; 941-950-3-3; 940-950-3-11; and 941-950-3-12.

LAFCO Staff Recommendation: Staff recommends approval of the proposed reorganization, subject to standard LAFCO terms and conditions.

6. **Interim Continuation of ACERA Participation and Retirement System Review – (Business)**

As part of the Alameda Local Agency Formation Commission's (LAFCO) transition to full administrative and fiscal independence effective January 1, 2026, the Commission must determine how to manage employee retirement benefits during the initial transition period. Staff recommends that LAFCO continue participation in the Alameda County Employees' Retirement Association (ACERA) for an interim period of one year, with a formal review conducted at the six-month mark. This approach minimizes transition risk, preserves employee reciprocity, and allows the Commission to evaluate long-term retirement options with the benefit of operational experience as an independent employer.

LAFCO Staff Recommendation: Staff recommends approval.

7. **Approval of Office License Agreement and MOU with the County of Alameda – (Business)**

The Commission is asked to approve (1) a License Agreement with the County of Alameda, acting through the General Services Agency (GSA), for continued use of office space at 224 West Winton Avenue, Hayward, and (2) an updated Memorandum of Understanding (MOU) between Alameda LAFCO and the County of Alameda governing the provision of limited services. Together, these agreements secure LAFCO's principal place of business and define the scope of remaining County support as LAFCO transitions to full administrative and fiscal independence effective January 1, 2026.

LAFCO Staff Recommendation: Staff recommends approval.

- 8. Matters Initiated by Members of the Commission**
- 9. Executive Officer's Report**
- 10. Informational Items**
 - a. Current and Pending Proposals
 - b. Progress Report on Work Plan
 - c. Form 700: Due April 1
 - d. Commissioners with terms ending May 2026:
 1. Sblend Sblendorio
 2. Lena Tam
- 11. Adjournment of Regular Meeting**

Next Meetings of the Commission

Policy and Budget Committee Meeting

Thursday, April 2, 2026 at 2:00 p.m., Shannon Center Classroom, 11600 Shannon Avenue, Dublin, CA 94568

Regular Meeting

Thursday, March 12, 2026 at 2:00 p.m., Dublin City Hall, Council Chamber

DISCLOSURE OF BUSINESS OR CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

Government Code Section 84308 requires that a Commissioner (regular or alternate) disqualify herself or himself and not participate in a proceeding involving an "entitlement for use" application if, within the last twelve months, the Commissioner has received **\$250 or more in business or campaign contributions from an applicant, an agent of an applicant, or any financially interested person who actively supports or opposes a decision on the matter.** A LAFCo decision approving a proposal (e.g., for an annexation) will often be an "entitlement for use" within the meaning of Section 84308. Sphere of Influence determinations are exempt under Government Code Section 84308.

If you are an applicant or an agent of an applicant on such a matter to be heard by the Commission and if you have made business or campaign contributions totaling \$250 or more to any Commissioner in the past twelve months, Section 84308(d) requires that you disclose that fact for the official record of the proceeding. The disclosure of any such contribution (including the amount of the contribution and the name of the recipient Commissioner) must be made either: 1) In writing and delivered to the Secretary of the Commission prior to the hearing on the matter, or 2) By oral declaration made at the time the hearing on the matter is opened. Contribution disclosure forms are available at the meeting for anyone who prefers to disclose contributions in writing.

Pursuant to GC Section 84308, if you wish to participate in the above proceedings, you or your agent are prohibited from making a campaign contribution of \$250 or more to any Commissioner. This prohibition begins on the date you begin to actively support or oppose an application before LAFCO and continues until 3 months after a final decision is rendered by LAFCO. If you or your agent have made a contribution of \$250 or more to any Commissioner during the 12 months preceding the decision, in the proceeding that Commissioner must disqualify himself or herself from the decision. However, disqualification is not required if the Commissioner returns that campaign contribution within 30 days of learning both about the contribution and the fact that you are a participant in the proceedings. Separately, any person with a disability under the Americans with Disabilities Act (ADA) may receive a copy of the agenda or a copy of all the documents constituting the agenda packet for a meeting upon request. Any person with a disability covered under the ADA may also request a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting. Please contact the LAFCO office at least three (3) working days prior to the meeting for any requested arrangements or accommodations.

Alameda LAFCO Administrative Office
224 West Winton Avenue, Suite 110
Hayward, CA 94544
T: 510.670.6267
W: alamedalafco.org



LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

February 4, 2026

Item No. 4a

TO: Alameda Commissioners

FROM: April L. Raffel, Commission Clerk

SUBJECT: **November 13th Regular Meeting Minutes**

The Alameda Local Agency Formation Commission (LAFCO) will consider draft minutes prepared for the regular meeting held on November 13, 2025. The minutes are in action-form and being presented for formal Commission approval.

Background

The Ralph M. Brown Act was enacted by the State Legislature in 1953 and – among other items – requires public agencies to maintain written minutes for qualifying meetings.

Discussion

This item is for Alameda LAFCO to consider approving action minutes for the November 13, 2025, regular meeting. The attendance record for the meeting is as follows.

- All regular Commissioners were present except John Marchand (City Member)
- All alternate Commissioners were present except Lena Tam (County of Alameda)

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the draft minutes prepared for Alameda LAFCO’s November 13, 2025, regular meeting. (Attachment 1) with any desired corrections or clarifications.

Alternative Two:

Continue consideration of the report to a future meeting and provide directions to staff as needed.

Administrative Office

Rachel Jones, Executive Officer
 224 West Winton Avenue, Suite 110
 Hayward, California 94544
 T: 510.670.6267
www.alamedalafco.org

Nate Miley, Regular
 County of Alameda

David Haubert, Regular
 County of Alameda

Lena Tam, Alternate
 County of Alameda

Jack Balch, Regular
 City of Pleasanton

John Marchand, Vice Chair
 City of Livermore

Sherry Hu, Alternate
 City of Dublin

Ralph Johnson, Chair
 Castro Valley Sanitary District

Mariellen Faria, Regular
 Eden Township Healthcare District

Peter Rosen, Alternate
 Hayward Area Recreation and Park District

Sblend Sblendorio, Regular
 Public Member

Bob Woerner, Alternate
 Public Member

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,



April L. Raffel
Commission Clerk

Attachments:

1. Draft Meeting Minutes for November 13, 2025, Regular Meeting

SUMMARY ACTION MINUTES
ALAMEDA LOCAL AGENCY FORMATION COMMISSION
November 13, 2025, Regular Meeting
City of Dublin Council Chambers, 100 Civic Drive, Dublin, CA

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

The regular meeting was called to order at 2:05 p.m. by Chair Johnson.
The Commission Clerk performed the roll call with the following attendance recorded.

Regulars Present: Jack Balch, City of Pleasanton
Mariellen Faria, Eden Township Healthcare District
David Haubert, County of Alameda*
Ralph Johnson, Castro Valley Sanitary District (Chair)
Nathan Miley, County of Alameda* (arrived at 2:37 p.m.)
Sblend Sblendorio, Public Member

Alternates Present: Sherry Hu, City of Dublin (Voting)
Peter Rosen, Hayward Area Recreation and Park District (arrived at 2:13 p.m.)
Bob Woerner, Public Member

Members Absent: John Marchand, City of Livermore
Lena Tam, County of Alameda (alternate)

*Attended by videoconference.

The Commission Clerk confirmed a quorum was present with six voting members. Also present at the meeting were Executive Officer Rachel Jones, Commission Counsels Andrew Massey and Matthew Summers, and Commission Clerk April Raffel.

- 2a.** Executive Officer, Rachel Jones confirmed that Commissioner Faria may appear remotely pursuant to the just cause or emergency circumstances exceptions under the Brown Act and would need to identify the reason that she would be appearing remotely.

3. PUBLIC COMMENT:

Chair Johnson invited anyone from the public to address the Commission on any matter not listed on the agenda and within the jurisdiction of the Commission. There was one public comment to address the Commission from the following person:

- Kelly Abreu, Fremont resident

Chair Johnson proceeded to close the public hearing.

4. CONSENT ITEMS

Item 4a

Approval of Meeting Minutes for September 11, 2025, Regular Meeting

The item is presented to approve the draft action minutes prepared for the Commission's regular

meeting on September 11, 2025. Recommendation to approve.

Item 4b

Approval of Meeting Minutes for October 20, 2025, Special Meeting

The item is presented to approve the draft action minutes prepared for the Commission’s special meeting on October 20, 2025. Recommendation to approve.

Item 4c

Approval of End of Year Budget Report FY 2024-2025

The item is presented to approve the End of Year Budget Report FY 2024-2025. Recommendation to approve.

Item 4d

Approval of the Ratification of Employee Benefits Agreement with SDRMA

The item is presented to approve the Ratification of Employee Benefits Agreement with SDRMA. Recommendation to approve.

Item 4e

Approval of the Contract Extension for Water Resource Consultants

The item is presented to approve the Contract Extension for Water Resource Consultants. Recommendation to approve.

Item 4f

Approval of the Work Plan Amendment and Contract Agreement with Castlewood County Service Area Study.

The item is presented to approve the Work Plan Amendment and Contract Agreement with Castlewood County Service Area Study. Recommendation to approve.

Chair Johnson asked if the Commissioners would like to pull any consent items for discussion.

Commissioner Sblendorio motioned with a second from Commissioner Balch to approve the consent calendar. Roll call requested:

AYES: Balch, Faria, Haubert, Hu (voting for Marchand), Johnson, and Sblendorio
NOES: None
ABSENT: Marchand and Miley
ABSTAIN: None

The motion was approved 6-0.

5. SUSTAINABLE AGRICULTURAL LANDS CONSERVATION (SALC) PLANNING GRANT AWARD – (Business)

Executive Officer Jones requested Commission consideration to accept a \$500,000 SALC Planning Grant for the Bay Area Agricultural Resiliency Collaborative Project, authorize execution of the State grant agreement and related documents, and approve related implementation actions. The California Department of Conservation (DOC) notified LAFCO on October 9, 2025, that the proposal was selected for funding. Staff also requested authorization to allocate up to \$50,000 over two years as the required match. Recommendation to approve.

Chair Johnson invited public comments. There was one public comment to address the Commission from the following person:

- Kelly Abreu, Fremont resident

Chair Johnson invited a Commission discussion. Commission discussion continued.

Commissioner Balch motioned with a second from Commissioner Haubert to approve Item 5. Roll call requested:

AYES: Balch, Faria, Haubert, Hu (voting for Marchand), Johnson, and Sblendorio
NOES: None
ABSENT: Marchand and Miley
ABSTAIN: None

The motion was approved 6-0.

6. AUDIT REPORT FOR FISCAL YEAR 2023-2024 – (Business)

Executive Officer Jones reported on the FY 2023–2024 audit of the Commission’s financial statements prepared by O’Connor & Company, which found no material issues and confirmed that tested transactions were adequately supported. The audited fund balance as of June 30, 2024, was \$409,116, reflecting a year-end change of (\$188,128) from the prior fiscal year. Staff recommended that the Commission accept and file the audit report and accompanying management letters and provide any related direction to staff.

Chair Johnson invited public comments. There were none.

Chair Johnson invited a Commission discussion. Commission discussion continued.

Commissioner Sblendorio motioned with a second from Commissioner Balch to approve the Audit Report for FY 2023-2024.

AYES: Balch, Faria, Haubert, Hu (voting for Marchand), Johnson, and Sblendorio
NOES: None
ABSENT: Marchand and Miley
ABSTAIN: None

The motion was approved 6-0.

7. ADOPTION OF FINANCIAL AND ACCOUNTING POLICIES AND AGREEMENTS – (Business)

Executive Officer Jones requested Commission action on four transition items: (1) adoption of Alameda LAFCO’s Financial and Accounting Policies, (2) approval of a standard Professional Services Agreement (PSA), (3) adoption of an Investment Policy, and (4) authorization for partial withdrawals from the County Treasury and designation of Fremont Bank as LAFCO’s operating depository. The actions support LAFCO’s transition to fiscal and employer independence while maintaining statutory safeguards over public funds. Recommendation to approve.

Chair Johnson invited public comments. There were none.

Chair Johnson invited a Commission discussion. Commission discussion continued.

Commissioner Balch motioned with a second from Commissioner Faria to approve Item 7. Roll call requested:

AYES:	Balch, Faria, Haubert, Hu (voting for Marchand), Johnson, and Sblendorio
NOES:	None
ABSENT:	Marchand and Miley
ABSTAIN:	None

The motion was approved 6-0.

8. APPROVAL OF EMPLOYMENT AND PERSONNEL DOCUMENTS FOR LAFCO TRANSITION PLAN – (Business)

Executive Officer Jones requested Commission approval of employment and personnel documents necessary to implement LAFCO’s transition to full administrative and fiscal independence effective January 1, 2026, including establishing LAFCO as the employer of record, adopting the authorized staffing table, and approving standard personnel acknowledgements and templates to support a clean separation from County systems. Recommendation to approve.

Chair Johnson invited public comments. There was one public comment to address the Commission from the following person:

- Kelly Abreu, Fremont resident

Chair Johnson invited a Commission discussion. Commission discussion continued.

Commissioner Sblendorio motioned with a second from Commissioner Hu to approve Item 8.

Roll call requested:

AYES: Balch, Faria, Haubert, Hu (voting for Marchand), Johnson, and Sblendorio
NOES: None
ABSENT: Marchand
ABSTAIN: Miley

The motion was approved 6-0.

9. MATTERS INITIATED BY MEMBERS OF THE COMMISSION

- None

10. EXECUTIVE OFFICER REPORT

- Executive Officer Jones noted that outstanding items will be addressed at a special meeting in December.
- Executive Officer Jones and Chair Johnson expressed their appreciation to the County for its support throughout the transition process. They also extended their thanks to County Counsel Andrew Massey for his guidance to staff during this period.

11. INFORMATIONAL ITEMS

- a. Current and Pending Proposals
- b. Progress Report on 2025-2026 Work Plan
- c. CALAFCO Sphere October 2025
- d. CALAFCO Annual Conference from October 22 – 24 in San Diego, California

12. ADJOURNMENT OF REGULAR MEETING

Chair Johnson adjourned the meeting at 2:44 p.m.

Next Meetings of the Commission

Policy and Budget Committee Meeting

Thursday, December 4, 2025, at 2:00 p.m., Shannon Center Classroom, 11600 Shannon Avenue, Dublin, CA 94568

Regular Meeting

Thursday, January 15, 2026, at 2:00 p.m., Dublin City Hall, Council Chambers

I hereby attest that the minutes above accurately reflect the Commission’s deliberations at its November 13, 2025, regular meeting.

ATTEST,



April L. Raffel
Commission Clerk

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LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

February 4, 2026

Item No. 4b

TO: Alameda Commissioners

FROM: April L. Raffel, Commission Clerk

SUBJECT: December 17th Special Meeting Minutes

The Alameda Local Agency Formation Commission (LAFCO) will consider draft minutes prepared for the special meeting held on December 17, 2025. The minutes are in action-form and being presented for formal Commission approval.

Background

The Ralph M. Brown Act was enacted by the State Legislature in 1953 and – among other items – requires public agencies to maintain written minutes for qualifying meetings.

Discussion

This item is for Alameda LAFCO to consider approving action minutes for the December 17, 2025, Special Meeting. The attendance record for the meeting is as follows.

- All regular Commissioners were present except Nate Miley (County Member)
- All alternate Commissioners were present except Peter Rosen (Special District), and Lena Tam (County of Alameda)

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the draft minutes prepared for Alameda LAFCO’s December 17, 2025, Special Meeting. (Attachment 1) with any desired corrections or clarifications.

Alternative Two:

Continue consideration of the report to a future meeting and provide directions to staff as needed.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,



April L. Raffel
Commission Clerk

Attachments:

1. Draft Meeting Minutes for December 17, 2025, Special Meeting

SUMMARY ACTION MINUTES
ALAMEDA LOCAL AGENCY FORMATION COMMISSION
December 17, 2025, Special Meeting
City of Dublin Council Chambers, 100 Civic Drive, Dublin, CA

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

The regular meeting was called to order at 2:00 p.m. by Chair Johnson.
The Commission Clerk performed the roll call with the following attendance recorded.

Regulars Present: Jack Balch, City of Pleasanton
 Mariellen Faria, Eden Township Healthcare District
 Ralph Johnson, Castro Valley Sanitary District (Chair)
 David Haubert, County of Alameda*
 John Marchand, City of Livermore (Vice Chair)
 Sblend Sblendorio, Public Member

Alternates Present: Sherry Hu, City of Dublin
 Lena Tam, Alternate, County of Alameda (excused)*
 Bob Woerner, Public Member

Members Absent: Nathan Miley, County of Alameda
 Peter Rosen, Alternate, Hayward Area Recreation and Park District

The Commission Clerk confirmed a quorum was present with six voting members. Also present at the meeting were Executive Officer Rachel Jones, Commission Counsels Andrew Massey and Matthew Summers, and Commission Clerk April Raffel.

3. RECOGNITION OF LEGAL COUNSEL SERVICE:

The Commission recognized Andrew Massey, Legal Counsel to the Alameda Local Agency Formation Commission, for his dedicated service and counsel. Mr. Massey provided thoughtful, timely, and practical legal guidance on a wide range of complex matters, supporting the Commission's statutory responsibilities, governance obligations, and transition toward administrative and fiscal independence. His professionalism, institutional knowledge, and commitment to sound public decision-making were acknowledged, and the Commission expressed its sincere appreciation for his service and contributions to Alameda LAFCO.

4. PUBLIC COMMENT:

Chair Johnson invited public comments on any matter not listed on the agenda but within the Commission's jurisdiction. No public comments were received.

5. ADOPTION OF PERSONNEL POLICIES AND RELATED IMPLEMENTATION ACTIONS – (Business)

The item was presented to consider the adoption of the Alameda LAFCO Personnel Handbook to support LAFCO’s transition to full administrative and fiscal independence effective January 1, 2026. The Handbook consolidates and modernizes employment policies, including classification and compensation administration, timekeeping, leave, performance evaluation, discipline, and separation; replaces reliance on County procedures; and clarifies the respective roles of the Commission and the Executive Officer. Recommendation to approve.

Chair Johnson noted there were no public comments.

Chair Johnson invited a Commission discussion. Commission discussion continued.

Commissioner Sblendorio motioned, with a second from Commissioner Marchand, to approve Alternate One of Item 5, as modified to provide for evaluations in January and salary adjustments in February, to align with the budget cycle.

AYES: Balch, Faria, Haubert, Johnson, Marchand, and Sblendorio
NOES: None
ABSENT: Miley
ABSTAIN: None

The motion was approved 6-0.

6. ADOPTION OF SALARY RANGES AND POSITION CLASSIFICATION BANDS – (Business)

The item was presented to consider the adoption of the updated salary ranges and step schedules for all LAFCO classifications in support of the agency’s transition to full administrative and fiscal independence effective January 1, 2026. Recommendation to approve.

Chair Johnson noted there were no public comments.

Chair Johnson invited a Commission discussion. Commission discussion continued.

Commissioner Marchand motioned, with a second from Commissioner Sblendorio, to approve the adoption of salary ranges and position classification bands.

AYES: Balch, Faria, Haubert, Johnson, Marchand, and Sblendorio
NOES: None
ABSENT: Miley
ABSTAIN: None

The motion was approved 6-0.

7. APPROVAL OF SHORT-TERM EMPLOYMENT AGREEMENTS – (Business)

The item was presented to consider approval of short-term employment agreements for the Executive Officer and the Commission Clerk, effective January 1, 2026, through January 15, 2027. The agreements formalize compensation, benefits, duties, and at-will employment terms during LAFCO’s transition to full administrative and fiscal independence and align both positions with the Commission-adopted Personnel Handbook and independent employer framework. Recommendation to approve.

Chair Johnson noted there were no public comments.

Chair Johnson invited a Commission discussion. Commission discussion continued.

Commissioner Marchand motioned, with a second from Commissioner Faria, to approve the short-term employment agreements and revise the short-term contracts to ensure alignment with the adopted personnel handbook.

AYES: Balch, Faria, Haubert, Johnson, Marchand, and Sblendorio
NOES: None
ABSENT: Miley
ABSTAIN: None

The motion was approved 6-0.

8. UPDATE ON LEGAL, ADMINISTRATIVE, AND HR TRANSITION DOCUMENTS – (Information)

As part of the Commission’s transition to full administrative and fiscal independence effective January 1, 2026, staff reported on ongoing coordination with County departments and LAFCO’s legal consultants to finalize required operational documents. The Commission was asked to receive the report and provide directions as needed. Staff indicated that final documents would be brought to the next regular meeting for Commission approval and retroactive ratification.

Chair Johnson noted there were no public comments.

Chair Johnson invited a Commission discussion. Commission discussion continued.

9. RETIREMENT BENEFIT OPTIONS (ACERA VS. CALPERS) – (Information)

Staff presented a report on retirement benefit options as part of LAFCO’s transition to full administrative and fiscal independence effective January 1, 2026. The report provided a comparative overview of participation in the Alameda County Employees’ Retirement Association (ACERA) and the California Public Employees’ Retirement System (CalPERS), including cost considerations and peer practices among similarly situated LAFCOs. Staff noted that final cost and contribution information from ACERA was pending and indicated an intent to return to the Commission on January 15, 2026, with a recommended retirement plan to allow for timely implementation. The Commission was asked to receive the report and provide directions as needed.

Chair Johnson noted there were no public comments.

Chair Johnson invited a Commission discussion. Commission discussion continued.

10. ADJOURNMENT OF SPECIAL MEETING

Chair Johnson adjourned the meeting at 2:39 p.m.


Next Meetings of the Commission

Regular Meeting

Thursday, January 15, 2026, at 2:00 p.m., Dublin City Hall, Council Chambers

I hereby attest that the minutes above accurately reflect the Commission’s deliberations at its December 17, 2025, Special Meeting.

ATTEST,


April L. Raffel,
Commission Clerk



LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

February 4, 2026

Item No. 4c

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: LAFCO Recorded Payments for January 2026

The Alameda Local Agency Formation Commission (LAFCO) will receive a financial report detailing transactions for January 2026. The report reflects total expenditures of \$53,117, all of which were authorized by the Commission and are consistent with the adopted budget. Staff recommends that the Commission ratify these payments, with the option to pull the item for discussion upon request.

Background

Alameda LAFCO’s Financial and Accounting Policies assign the Executive Officer responsibility for maintaining appropriate accounting controls over all Commission financial transactions. In accordance with these policies, the Executive Officer reports recorded payments to the Commission for review at each regular meeting.

Discussion

Expenses recorded for January 2026 total \$53,117 as shown in Attachment 1. The majority of these expenditures relate to salaries, benefits, and payroll costs. Of this amount, \$11,029 reflects health and welfare benefit payments covering January and February. Payments to SDRMA include general liability, risk management, and workers’ compensation coverage for the year. Payments to the County reflect administrative and financial services provided through December 31, 2025.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Ratify the recorded payments for January 2026 as shown in Attachment 1.

Alternative Two:

Continue consideration of the report to a future meeting and provide direction to staff for additional information as needed.

Alternative Three:

Take no action.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Alameda LAFCO Transaction Details for January 2026

Alameda Local Agency Formation Commission

Transaction List by Date

January 1-28, 2026

DATE	TRANSACTION TYPE	NUM	POSTING	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT
01/01/2026	Journal Entry	1	Yes				-Split-	
01/08/2026	Check	10000	Yes	Special District Risk Management Authority		Fremont Bank Checking	6-1300 Salaries & Benefits:Other Employee Benefits	-281.27
01/16/2026	Check	eft	Yes	Payroll		Fremont Bank Checking	-Split-	-7,954.65
01/16/2026	Check	eft	Yes	Payroll Taxes		Fremont Bank Checking	-Split-	-4,688.69
01/23/2026	Check	eft	Yes	ADP		Fremont Bank Checking	6-1500 Salaries & Benefits:Payroll Services Fees	-48.76
01/28/2026	Check		Yes	GRM		Fremont Bank Checking	6-3400 Administrative Expenses:Records Retention	-15.30
01/28/2026	Check		Yes	Blaisdell's		Fremont Bank Checking	6-3100 Administrative Expenses:Office Supplies	-28.68
01/28/2026	Check		Yes	Special District Risk Management Authority		Fremont Bank Checking	6-1300 Salaries & Benefits:Other Employee Benefits	-
01/28/2026	Check		Yes	Bay Area News Group		Fremont Bank Checking	6-3800 Administrative Expenses:Public Notices	-235.41
01/28/2026	Check		Yes	Colantuono, Highsmith & Whatley, PC		Fremont Bank Checking	6-2200 Outside Services:Legal Services	-7,260.00
01/28/2026	Check		Yes	O'Connor & Company		Fremont Bank Checking	6-2600 Outside Services:Audit Services	-210.00
01/28/2026	Check		Yes	Special District Risk Management Authority		Fremont Bank Checking	6-3600 Administrative Expenses:Risk Management (Gen. Liability)	-3,888.19
01/28/2026	Check		Yes	Special District Risk Management Authority		Fremont Bank Checking	6-3600 Administrative Expenses:Risk Management (Gen. Liability)	-999.38
01/28/2026	Check		Yes	Fremont Bank		Fremont Bank Checking	-Split-	-506.43
01/28/2026	Expense		Yes	County of Alameda		Alameda County Funds	-Split-	-
								15,971.10

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LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

February 4, 2026

Item No. 4d

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Budget Update for Fiscal Year 2025-2026

The Alameda Local Agency Formation Commission (LAFCO) will review a report comparing budgeted to actual transactions through the second quarter of fiscal year 2025-2026. Actual expenses processed through the first six months totaled \$343,549, an amount representing 37.7% of the budgeted total with half of the fiscal year complete. The report is being presented to the Commission to accept, file, and provide direction to staff as needed.

Information

Alameda LAFCO’s adopted budget for 2025-2026 totals \$910,855. This amount represents the total approved operating expenditures for the fiscal year divided between three active expense units: salaries and benefits; services and supplies; and internal services. A matching revenue total was also budgeted to provide a balanced budget and with the purposeful aid of a planned \$295,000 transfer from reserves. Budgeted revenues are divided amongst three active units: intergovernmental contributions, application fees, and investments.

Discussion

This item is for the Commission to receive an updated comparison of (a) budgeted to (b) actual expenses and revenues through the month of January. The report provides the Commission with the opportunity to track expenditure trends accompanied by year-end operating balance projections from the Executive Officer. The report is being presented to the Commission to formally accept, file, and provide related direction to staff as needed.

Budgeted Expenses FY 25-26	Budgeted Revenues FY 25-26	Budgeted Year End Balance FY 25-26
\$910,855	\$910,855	\$0

Summary of Operating Expenses

The Commission’s budgeted operating expense total for 2025-2026 is \$910,855. Actual expenses processed through the first six months totaled \$343,549, an amount representing 37.7% of the budgeted total with half of the fiscal year complete. Actuals through the first six months and related analysis suggest the Commission is ahead of finishing the fiscal year with a balanced budget. A discussion on budgeted and actual expenses through the first six months and related year-end projections follow.

Expense Units	Adopted	Actuals	Percent Expended	Remaining Balance
Salaries and Benefits	549,694	232,777	42.3%	316,917
Professional, Admin, Education	361,161	110,772	30.7%	250,389
	\$910,855	\$349,549	37.7%	\$567,306

Staffing Unit

The Commission budgeted \$549,694 in Salaries and Benefits Unit for 2025-2026. Through the first six months, the Commission’s estimated expenses within the affected accounts totaled \$232,777 or 42.3% of the budgeted amount. It is projected the Commission will finish the fiscal year with actuals equal to the budgeted amount.

Professional, Administrative, and Educational Services

The Commission budgeted \$361,161 in the Professional, Administrative, and Education Unit for 2025-2026 to provide funding for *direct* support services necessary to operate Alameda LAFCO. Through the first six months, the Commission’s actual expenses within the affected 22 accounts totaled \$110,772, or 30.7% of the budgeted amount.

Summary of Operating Revenues

The Commission budgeted operating revenue total for 2025-2026 at \$910,855. Actual revenues collected through the first six months totaled \$562,469. This amount represents 61.8% of the budgeted total with half of the fiscal year complete. A summary comparison of budgeted to actual operating revenue follows.

Revenue Units	Adopted	Actuals	Percent Expended	Remaining Balance
Agency Contributions	572,855	553,407	96.6%	19,448
Application Fees	30,000	4,925	16.4%	25,075
Interest	10,000	4,137	31.8%	8,863
Fund Balance Offset	295,000	0	0%	295,000
	\$910,855	\$562,469	61.8%	\$348,386

Agency Apportionments

The Commission budgeted \$572,855 in the Agency Apportionments Unit for 2025-2026. This total budgeted amount was to be divided into three equal shares at \$190,952 and invoiced among the County of Alameda, 14 cities, and 15 independent special districts as provided under State statute. Alameda LAFCO has received payments from all the agencies with the exceptions of the City of Hayward and Union City. Staff will notify the County Auditor to send a second invoice to the remaining agencies for payment.

Application Fees Unit

The Commission budgeted \$30,000 in the Application Fees Unit for 2025-2026. Through the first six months, LAFCO has collected \$4,925.

Interest Unit

The Commission budgeted \$13,000 in the Interest Unit for 2025-2026 Through the first six months, \$4,137 has been collected in this unit by the County Treasurer.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Accept and file the report as presented and provide direction as needed to staff with respect to any related matters for future consideration.

Alternative Two:

Continue consideration of the report to a future meeting and provide direction to staff as needed.

Alternative Three:

Take no action.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,

A handwritten signature in blue ink, appearing to read "Rachel Jones", with a long horizontal flourish extending to the right.

Rachel Jones
Executive Officer

Attachments:

1. 2025-2026 General Ledger through January 28, 2026

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

Regional Service Planning | Subdivision of the State of California

Expenses		FY 2025-2026			
Account	Description	Adopted	Year-to-Date		Difference
			As of 01.28.26		
6-1000	Salary and Benefit Costs				
6-1100	Salaries	353,565	176,828	(176,737)	50.0%
6-1200	Retirement	98,998	38,902	(60,096)	39.3%
6-1300	Other Employee Benefits		-	-	-
6-1400	Payroll Taxes	35,556	4,689	(30,867)	13.2%
6-1500	Payroll Fees	1,875	49	(1,826)	2.6%
6-1600	Group Insurance	58,200	11,310	-	19.4%
6-1700	Unemployment Insurance		-	-	-
6-1800	Workers Comp Insurance	1,500	999	(501)	66.6%
		549,694	232,777	(316,917)	42.3%
6-2000	Professional Services				
6-2100	Planning Services	5,000	-	-	-
6-2200	Legal Services	35,000	9,888	(25,113)	28.3%
6-2300	Bookkeeping	15,000	-	-	-
6-2400	SALC Grant Charges		-	-	-
6-2500	County Services	500	15,971	15,471	3194.2%
6-2600	Audit Services	10,000	10,000	-	100.0%
6-2700	Information Technology	28,000	9,174	(18,826)	32.8%
6-2800	Consultants	200,000	31,569	(168,431)	15.8%
6-2900	Communications	5,000	1,433	(3,567)	28.7%
6-3000	Administrative Services				
6-3100	Office Supplies	3,000	531	(2,469)	17.7%
6-3200	Postage	500	35	(465)	7.0%
6-3300	Copier	500	-	-	-
6-3400	Records Retention	375	122	(253)	32.6%
6-3500	Office Lease/Rent	18,500	2,400	(16,100)	13.0%
6-3600	General Liability	4,500	3,888	(612)	86.4%
6-3700	Miscellaneous/Fees	2,000	-	-	-
6-3800	Public Notices	3,000	285	(2,715)	9.5%
6-3900	Office Equipment		-	-	-
6-4000	Education and Travel				
6-4100	Commissioner Stipends	10,000	5,125	(4,875)	51.3%
6-4200	Mileage and Travel	2,500	2,065	(435)	82.6%
6-4300	Memberships	14,786	14,786	0	100.0%
6-4400	Traing and Workshops	3,000	3,500	500	116.7%
		361,161	110,772	(250,389)	30.7%
Contingencies		0	0		
<u>Account</u>	<u>Description</u>				
-	Operating Reserve	-	-	-	-
		-	-	-	-
	EXPENSE TOTALS	910,855	343,549	(567,306)	37.7%

Revenues		FY 2025-2026		FY 2025-2026	
		Adopted	Year-to-Date As of 01.28.26		
<u>Account</u>	<u>Description</u>				
4-1000	Agency Contributions				
4-1100	County of Alameda	190,952	190,952	-	100.0%
4-1200	Cities	190,952	171,503	(19,449)	89.8%
4-1300	Special Districts	190,952	190,952	-	100.0%
		572,855	553,407	(19,448)	96.6%
4-2000	Service Charges				
4-2100	Application Fees	30,000	4,925	(25,075)	16.4%
4-2200	SALC Grant Funds				
8-1000	Investments				
8-1100	Interest	13,000	4,137	(8,863)	31.8%
	Fund Balance Offset	295,000	0	(295,000)	0.0%
	REVENUE TOTALS	910,855	562,469	(348,386)	61.8%

OPERATING NET	(0)	218,920
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UNRESTRICTED FUND BALANCE
As of June 30th



LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

February 4, 2026

Item No. 4e

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Contract Agreement with ACRCDC for SALC Planning Grant

The Alameda Local Agency Formation Commission (LAFCO) is asked to approve a professional services agreement (Agreement) with the Alameda County Resource Conservation District (ACRCDC) to support implementation of the Bay Area Agricultural Resiliency Collaborative Planning Project funded through the Sustainable Agricultural Lands Conservation (SALC) Grant. Through the Agreement, LAFCO will subcontract with ACRCDC to carry out key technical and stakeholder coordination tasks consistent with the approved SALC work plan. Approval of this item will allow LAFCO, as lead applicant, to initiate grant-funded work upon execution of the State grant agreement.

Background

On November 13, 2025, the Commission accepted a \$500,000 SALC Round 10 Planning Grant award from the California Department of Conservation (DOC) for the Bay Area Agricultural Resiliency Collaborative Planning Project and authorized the Executive Officer to execute the State grant agreement and related implementation documents. The total project budget is \$550,000, which includes a \$50,000 local match funded by Alameda LAFCO over the two-year grant period.

The approved SALC work plan anticipates collaboration with regional partners to deliver technical analysis, stakeholder engagement, and climate-smart agriculture planning tools across eleven counties. Alameda LAFCO serves as the lead applicant and fiscal administrator for the project.

ACRCDC is a core project partner identified in the grant application and work plan. ACRCDC brings subject-matter expertise in agricultural resilience, climate-smart practices, and regional coordination and will play a central role in delivering several grant deliverables.

Discussion

Proposed Agreement Scope

The proposed Agreement with ACRCDC will support implementation of SALC-funded tasks consistent with the approved State work plan, including:

- Development of the Regional Agricultural Climate Resiliency Blueprint;
- Coordination with Resource Conservation Districts and agricultural stakeholders across the Bay Area;
- Technical analysis to identify priority agriculture strategies and implementation opportunities; and
- Participation in working groups and advisory coordination supporting the Bay Area Agricultural Resiliency Collaborative.

The Agreement scope is designed to complement LAFCO's leadership role in developing the LAFCO Agricultural Preservation Policy Blueprint and coordinating the overall project framework.

Contract Structure

The subcontract will be executed using LAFCO's standard Professional Services Agreement template, consistent with the Commission's adopted procurement and contracting policies and SALC grant requirements. The agreement will include a defined scope of work, reporting requirements, and performance timeline aligned with the State grant term.

Financing

Funding for the Agreement with ACRCDC is included within the existing \$500,000 SALC Planning Grant award and the \$50,000 local match previously authorized by the Commission. No additional appropriation is requested. Expenditures will be restricted to eligible costs under the State grant agreement and tracked through a dedicated project account.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the subcontract agreement with ACRCO for SALC Planning Grant implementation and authorize the Executive Officer to execute the agreement in a form approved by Legal Counsel.

Alternative Two:

Continue consideration of the report to a future meeting and provide direction to staff for additional information as needed.

Recommendation

It is recommended the Commission proceed with Alternative Action One: Approve the SALC Planning Grant Implementation Agreement.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Draft Professional Services Subcontract Agreement with ACRCO

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(LAFCO of Alameda County / [Alameda County Resource Conservation District])

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Local Agency Formation Commission of Alameda County, a subdivision of the State of California (“LAFCO”), and *Alameda County Resource Conservation District*, a special district (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1. LAFCO has determined that it requires the following professional services from a consultant: services to administer and complete a grant project awarded by the Department of Conservation.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, LAFCO Commission members, or employees of LAFCO which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 2.4. LAFCO has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by LAFCO shall not operate as a waiver or release. Consultant represents and warrants to LAFCO that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall indemnify and hold harmless LAFCO, its officers, agents, employees and volunteers from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant’s failure to so perform.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, LAFCO and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **January 15, 2026** proposal to LAFCO attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Marilyn Harvey, Executive Director. The Agreement Administrator shall be the principal point of contact at the LAFCO for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. LAFCO reserves the right to change this designation upon written notice to Consultant.
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as **Exhibit B** and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by LAFCO under this Agreement. The Maximum Amount under this Agreement is Dollars **(\$255,000)**.
- 3.5. “Commencement Date”: [January 15, 2026].
- 3.6. “Termination Date”: [December 31, 2028]

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by LAFCO in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. LAFCO shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- 5.2. **Coordination with LAFCO.** In performing services under this Agreement, Consultant shall coordinate all contact with LAFCO through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:
- 5.2.1. Only the LAFCO Executive Director or Commission may authorize extra and/or changed work. Consultant expressly recognizes that other LAFCO personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Commission's or LAFCO Executive Director's authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.
 - 5.2.2. If Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify LAFCO of the fact. LAFCO shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that LAFCO determines that such work does constitute extra work, it shall provide extra compensation to Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between LAFCO and Consultant. Such Supplemental Agreement shall be executed by Consultant and be approved by the LAFCO Executive Director.
 - 5.2.3. In the event LAFCO determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by LAFCO staff, said determination may be appealed to the LAFCO Commission as long as a written appeal is submitted to the LAFCO Executive Director within five (5) days after the staff's determination is received by Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The LAFCO Executive Director's or Commission's decision shall be final.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a LAFCO business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to LAFCO. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code section 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439. Consultant shall disclose any contribution to an elected or appointed LAFCO official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to LAFCO prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.7. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, LAFCO may consent in writing to Consultant's performance of such work.
- 5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Courtney Coon** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without LAFCO's prior written consent.
- 5.9. **Prevailing Wages.** This Agreement is subject to the Prevailing Wage Laws, as more fully set forth in Section 8 (Prevailing Wages), for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.10. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to LAFCO that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of LAFCO. If LAFCO and Consultant cannot agree as to the substitution of key personnel, LAFCO may terminate this Agreement for cause.

- 5.11. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Consultant's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.12. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.13. **Inspection Services.** In the event Consultant will perform inspection services, LAFCO or authorized representatives of LAFCO shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by LAFCO do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to LAFCO as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.
- 5.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to LAFCO under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of LAFCO. In addition, pursuant to California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of LAFCO or as part of any audit of LAFCO, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to LAFCO for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subconsultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule, **Exhibit B**. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

- 6.4. **Compensation for Subconsultants.** LAFCO shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, **Exhibit B**. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. LAFCO shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

7. COMPENSATION

- 7.1. **General.** LAFCO agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule, **Exhibit B** in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by LAFCO in advance.
- 7.2. **Invoices.** Consultant shall submit to LAFCO an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Invoice detail requirements are more particularly described in Exhibit A.
- 7.3. **Taxes.** LAFCO shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by LAFCO through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of LAFCO.
- 7.6. **LAFCO Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until LAFCO is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, LAFCO shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including, but not limited to, the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold LAFCO, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of LAFCO without restriction or limitation upon its use or dissemination by LAFCO except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to LAFCO, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of LAFCO or otherwise to act on behalf of LAFCO as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit LAFCO to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of LAFCO or that it or they have the power to bind or commit LAFCO. Neither LAFCO nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of LAFCO.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to LAFCO as an employer. Consultant shall not be entitled to any benefits. LAFCO makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this

Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of LAFCO, Consultant shall indemnify, defend, and hold harmless LAFCO for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of LAFCO.

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. “LAFCO” shall include LAFCO, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify LAFCO.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend LAFCO from and against any and all claims, losses, costs, liability or expenses for any personal injury or property damage where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, (i) Consultant’s alleged negligence, recklessness or willful misconduct, (ii) other wrongful acts, errors or omissions of Consultant, or (iii) Consultant’s performance under this Agreement or failure to comply with any provision in this Agreement. LAFCO’s right to indemnity under this Agreement shall arise immediately upon the occurrence of the event giving rise to the indemnified liability. LAFCO shall be entitled to a defense under this Agreement immediately upon the institution of a claim or action that is covered by this indemnity, even though liability for said claim or action has not yet been determined at the time the duty to defend LAFCO hereunder has arisen.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify LAFCO for such loss or damage as is caused by the active negligence, sole negligence, or willful misconduct of LAFCO.
- 11.4. **Attorneys’ Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of LAFCO’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

11.4.1. Attorneys’ Fees in Enforcing Indemnity. Attorneys’ fees and litigation expenses incurred in any action brought to enforce the indemnification provision set forth herein shall be recoverable by the prevailing party.

- 11.5. **Defense Deposit.** LAFCO may request a deposit for defense costs from Consultant with respect to a claim. If LAFCO requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to LAFCO.
- 11.7. **Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subconsultant or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8. **Insurance Not a Substitute.** LAFCO does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subconsultants, consultants, and other agents to do the same. Approval of the insurance by LAFCO shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** LAFCO will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. Consultant shall file with LAFCO:
- Certificate of Insurance, indicating companies acceptable to LAFCO, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Bay Area Agricultural Resiliency Collaborative Planning Project**
 - Documentation of Best's rating acceptable to the LAFCO.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$2,000,000 per occurrence,
\$4,000,000 aggregate

- General Liability:
 - General Aggregate: \$4,000,000
 - Products Comp/Op Aggregate \$1,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$2,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) Form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include all vehicles used in connection with the performance of this Agreement, including owned, non-owned, and hired automobiles and trucks using ISO Business Auto Coverage form CA 00 01 (or equivalent).

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** LAFCO, its Commissioners, officials, officers, and employees must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. The LAFCO must be named as an additional insured for Auto Insurance policies for ongoing operations. Consultant's insurance policies shall be primary as respects any claims related to or as the result of Consultant's work. Any insurance, pooled coverage or self-insurance maintained by LAFCO, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and Consultant does not furnish a new certificate of insurance prior to cancellation, LAFCO has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due Consultant under this Agreement. Failure of Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than

30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: LAFCO of Alameda County, Attn: Executive Officer, 224 West Winton Avenue, Suite 110, Hayward, California 94544.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to LAFCO. Any insurance or self-insurance maintained by LAFCO and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against LAFCO. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to LAFCO.** Consultant shall report to LAFCO, in addition to Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to LAFCO. LAFCO may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, LAFCO must approve all such amounts prior to execution of this Agreement.

LAFCO has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to LAFCO's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify LAFCO under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or termination of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **LAFCO Cooperation in Performance.** LAFCO shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against LAFCO relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that LAFCO may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and LAFCO's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to LAFCO

Rachel Jones, Executive Officer
LAFCO of Alameda County
224 West Winton Avenue, Suite 110
Hayward, California 94544
Telephone: 510.670.6267
Email: Rachel.Jones@acgov.org

If to Consultant:

Marilyn Harvey
3585 Greenville Road, Suite 2
Livermore, CA 94550
Telephone: 925.980.1606
Email: marilyn.harvey@acr.cd.org

With courtesy copy to:

Matthew T. Summers
LAFCO General Counsel
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Suite 850
Pasadena, CA 91101-2109
Phone (213) 542-5700
Email: msummers@chwlaw.us

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.14 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **LAFCO Termination.** LAFCO may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant

and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 14 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If LAFCO should terminate this Agreement, Consultant shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by Consultant or his/her employees, or services of others ordered by Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for Consultant in the event of termination by LAFCO shall be determined by the Executive Director in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 16.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by LAFCO pursuant hereto.

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty (30) days written notice to LAFCO only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of LAFCO's last payment shall be relinquished to LAFCO. LAFCO may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- 16.3. **Consultant Failure to Perform.** Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, LAFCO may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by LAFCO by virtue of Consultant's breach of this Agreement.
- 16.4. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. LAFCO shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.5. **Remedies.** LAFCO retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between LAFCO and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by LAFCO and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Subsection thereof at the head of which it appears, the language of the Section or Subsection shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by LAFCO. LAFCO shall grant such consent if disclosure is legally required. All LAFCO data shall be returned to LAFCO upon the termination or expiration of this Agreement except as noted in Sections 5 and 9, above.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for

Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with LAFCO's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, LAFCO shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of LAFCO, during the term of his or her service with LAFCO, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without LAFCO's prior written consent, and any attempt to do so shall be void and of no effect. LAFCO shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by LAFCO or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by LAFCO or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in LAFCO's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be in the Superior Court of California for the County of Alameda. Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signatures on following page]

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“LAFCO”
Local Agency Formation Commission of
Alameda County

By: _____
Signature

Printed: _____

Title: _____

Date: _____

Attest:

By: _____
LAFCO Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers, LAFCO Counsel

“Consultant”
Marilyn Harvey

By: _____
Signature

Printed: _____

Title: _____

Date: _____

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, this Campaign Disclosure Form must be completed and returned to the LAFCO with your application.

1. No LAFCO Commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party¹ or party's agent² during the pendency of your application and for 12 months after the date a final decision is rendered by the LAFCO. This prohibition commences when your application has been filed or the proceeding is otherwise initiated.
2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any Commissioner by the party or party's agent during the 12 months preceding the proceeding. No party or party's agent to a LAFCO proceeding shall make a contribution to a Commissioner while the application is pending, during the proceeding, and for 12 months following the date a final decision is rendered by the LAFCO.
3. Prior to considering your application, any Commissioner who received a contribution of more than \$500 within the 12 months preceding the commencement of the proceedings on your application from any party or party's agent, shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Commissioner receives a contribution that otherwise would require disqualification and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that Commissioner shall be permitted to participate in the proceeding.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a Commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current LAFCO Commissioners are available on the LAFCO's website. If you have questions about Government Code section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the LAFCO Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

(a) Application for:

- License
- Permit
- Franchise
- Mills Act or Development Agreement
- Contract (Professional Services, Construction Services, Maintenance, Public Works, etc.)
- Lease
- Other Entitlement³

Name and address of any party or party's agent who has contributed more than \$500 to any Commissioner within the preceding 12 months. If none, write in "none:"

1. _____
2. _____
3. _____

(b) Date and amount of Contribution:

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

(c) Name of Commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is true and correct to the best of my knowledge.

Name: _____

Signature: _____

Date: _____ Phone: _____

To be completed by LAFCO:

Application No.: _____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

³ "License, permit or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.

I am aware of the provisions of section 3700 of the California Labor Code 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 of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Consultant shall provide and shall cause each subconsultant to provide adequate insurance for the protection of employees not otherwise protected. Consultant shall indemnify and hold harmless LAFCO for any damage resulting from failure of either Consultant or any subconsultant to take out or maintain such insurance.

Date: _____

Signature

Printed Name

Title

EXHIBIT A
(Scope of Services)

Grantee Name: Alameda LAFCO		
Task	Timeline [Start and End Date]	Deliverable
Task 1 -Project Management & Engagement Plan Coordination		
Subtask A - Management of consultants	Q1-Q2	Contracts
Subtask B - Grant management: invoicing and reporting	Q1-Q8	DoC Meetings, Invoicing, & Reports
Subtask C - Project Team Meetings	Q1-Q8	Regular Meetings, Notes, & Follow-up
Subtask D - Working Group Engagement Plan and Schedule across all Tasks	Q1	Working Engagement Plan and Schedule
Subtask E - Collaborative Advisory Council Meetings	Q1-Q8	Monthly Meetings and Summaries
Task 2- Preparation of the LAFCo Regional Agricultural Preservation Policy Blueprint		
Subtask A - Form LAFCo Working Group	Q1-Q4	Working Group Meetings
Subtask B - Assess LAFCo policies, related County and City policies, and roadblocks across the region	Q2-Q3	Regional Land Use Policy Assessment Summary
Subtask C - Inventory data and mapping needs and gaps	Q2-Q3	Summary of Data Needs and Gaps
Subtask D - Develop a LAFCo Regional Agricultural Preservation Policy Blueprint	Q4	LAFCo Regional Agricultural Preservation Policy Blueprint
Task 3 -Preparation of the Regional Agricultural Climate Resiliency Blueprint		
Subtask A - Initial Engagement	Q1	Outreach to RCDs
Subtask B - Form the Regional Agricultural Climate Resiliency Working Group	Q2-Q5	Working Group Meetings
Subtask C - Assess Climate Action policies and roadblocks related to agriculture, RCD outreach to allies/partners	Q3-Q4	Regional Climate Action Policy Assessment for Ag Summary
Subtask D - Inventory data and mapping needs and gaps	Q3-Q4	Summary of Data Needs and Gaps
Subtask E - Develop a Regional Agricultural Climate Resiliency Blueprint	Q4-Q6	Regional Agricultural Climate Resiliency Blueprint
Task 4 -Start-up Strategic Plan for the Bay Area Agricultural Resiliency Collaborative		
Subtask A - Form the Regional Collaborative Entity Working Group	Q1-Q4	Working Group Meetings
Subtask B - Refine mission, vision, and theory of change of the new entity	Q2	Mission, Vision, and Theory of Change Statement
Subtask C - Determine roles, responsibilities, and legal structure for the entity	Q3	Draft Organizational Strategic Start-up Plan
Subtask D - Identify development phases and initial projects (based on Action Plans for Tasks 2 and 3)	Q3	Incubation Workplan
Subtask E - Identify initial and long-term budget and funding opportunities	Q3	Incubation Budget
Subtask H - Finalize entity structure	Q4	Final Strategic Start-up Plan
Task 5 - Regional Data and Mapping Dashboard		
Subtask A - Pre-kick-off work	Q1	Conceptualization and integration with the broader project
Subtask B - Kick-off: Finalize scope with input from stakeholders (per stakeholder plan)	Q2	Kickoff agenda and notes
Subtask C - Survey and user interviews	Q3	Findings reports for Survey and Interviews
Subtask D - Data inventory and development	Q4	Shared data inventory & Geo data downloaded
Subtask E - Dashboard Design	Q5	Interactive mockup shared via URL
Subtask F - Beta Implementation	Q6	Working website deployed/not publicized
Subtask G - Completion Testing	Q7	Task completion findings report
Subtask H - Administration and Project Management	Q1-Q7	Meeting and Agendas
Subtask I - Data and Mapping Dashboard Launch	Q8	Dashboard Communications Release

EXHIBIT B
(Approved Fee Schedule)

Budget Detail Worksheet: The Bay Area Agricultural Resiliency Collaborative Planning Project

Grantee Name: Alameda LAFCO

Budget Item	Program Reimbursement		Grand Total
	Request	Grantee Match	
Task 1 -Project Management & Engagement Plan Coordination			
Consultant <i>(not to exceed)</i>	\$ 42,229		\$ 42,229
LAFCo Staff <i>(not to exceed)</i>		\$ 15,000	\$ 15,000
ACRCD <i>(not to exceed)</i>	\$ 29,737		\$ 29,737
Subtotal	\$ 71,966	\$ 15,000	\$ 86,966
Task 2- Preparation of the LAFCo Regional Agricultural Preservation Policy Blueprint			
Consultant <i>(not to exceed)</i>	\$ 77,850		\$ 77,850
LAFCo Staff <i>(not to exceed)</i>		\$ 35,000	\$ 35,000
ACRCD Staff <i>(not to exceed)</i>	\$ 4,811		\$ 4,811
Subtotal	\$ 82,661	\$ 35,000	\$ 117,661
Task 3 -Preparation of the Regional Agricultural Climate Resiliency Blueprint			
Consultant <i>(not to exceed)</i>	\$ 80,000		\$ 80,000
ACRCD <i>(not to exceed)</i>	\$ 45,780		\$ 45,780
Subtotal	\$ 125,780	\$ -	\$ 125,780
Task 4 -Start-up Strategic Plan for the Bay Area Agricultural Resiliency Collaborative			
Consultant <i>(not to exceed)</i>	\$ 74,975		\$ 74,975
ACRCD Staff <i>(not to exceed)</i>	\$ 770		\$ 770
Subtotal	\$ 75,745	\$ -	\$ 75,745
Task 5 - Regional Data and Mapping Dashboard			
Consultant <i>(not to exceed)</i>	\$ 141,250		\$ 141,250
ACRCD Staff <i>(not to exceed)</i>	\$ 2,598		\$ 2,598
Subtotal	\$ 143,848	\$ -	\$ 143,848
Other Expenses			
Travel			
Meeting expenses			
Subtotal	\$ -	\$ -	\$ -
Grand Total	\$ 500,000	\$ 50,000	\$ 550,000
TABLE 2: RATES DETAIL			
Title	Notes		
Staff Rates			
Executive Director, LAFCO	\$ 180.00		
Project Manager (RCIII), ACRCD	\$ 96.21		
COO, ACRCD	\$ 113.24		
Sustainable Ag Specialist (RCIII), ACRCD	\$ 95.00		
Resource Conservationist I, ACRCD	\$ 78.96		
CEO, ACRCD	\$ 130.30		
Consultant	<i>*Total amount not to exceed that which is listed</i>		



LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

February 4, 2026

Item No. 4f

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: **Contract Agreement with Definitive Networks, Inc. for IT Support Services**

As part of Alameda LAFCO’s transition to full administrative and fiscal independence effective January 2026, staff has entered into a new managed IT services agreement with Definitive Networks, Inc. (DNI). The agreement establishes a dedicated IT support model tailored to LAFCO’s size and operational needs, replaces County-provided IT services, and provides long-term cost certainty through a three-year contract term. The total contract cost is approximately \$49,514 over three years, averaging roughly \$16,000 per year, inclusive of ongoing support and new computer equipment. The agreement replaces County-provided IT services with a dedicated, agency-specific support model and establishes a three-year cost structure that is significantly lower than prior County ITD charges.

Background

Historically, Alameda LAFCO relied on the Alameda County Information Technology Department (ITD) for computer equipment, network access, cybersecurity, and helpdesk support. As LAFCO transitions to independence, County IT services are no longer available beyond limited transitional assistance. To ensure continuity of operations, data security, and reliable technical support, staff evaluated alternative IT service delivery options suitable for a small, independent public agency.

Definitive Networks, Inc. was selected based on its experience supporting public agencies, similar County transitions with other agencies, familiarity with LAFCO’s operating environment, and ability to provide comprehensive managed services, including Office 365 administration, network security, hardware support, and responsive helpdesk services.

Discussion

The Professional Services Agreement with DNI provides for fully managed IT services beginning February 1, 2026. Services include helpdesk support, network administration, cybersecurity monitoring, Office 365 tenant management, data migration, and ongoing hardware support. The agreement establishes defined service levels and response standards to ensure reliability and accountability.

The agreement term is three years, from February 1, 2026 through January 31, 2029. Costs are structured as follows:

- **Year 1:** Approximately **\$19,000**, including system setup, migration, and new computer equipment
- **Year 2:** Approximately **\$15,000**
- **Year 3:** Approximately **\$15,000**

The total contract cost over the three-year term is approximately **\$49,514**.

By comparison, Alameda County ITD services cost LAFCO approximately \$28,000 per year, without dedicated support or equipment ownership and with limited flexibility. The DNI agreement therefore results in meaningful cost savings while providing greater operational independence and service responsiveness.

Staff indicated in December that these transition terms would be documented in a formal IT transition agreement and brought back to the Commission in January for approval and retroactive ratification. The Professional Services Agreement with Definitive Networks, Inc. implements the MSP transition framework discussed at the December meeting and completes a key component of LAFCO's administrative independence plan.

Financing

The Year 1 cost of approximately \$19,000 and ongoing annual costs of approximately \$15,000 are budgeted within LAFCO's FY 2025–26 administrative operating costs and are consistent with financial assumptions adopted as part of LAFCO's transition plan. The agreement reduces annual IT expenditures compared to County ITD services while modernizing LAFCO's IT infrastructure and eliminating reliance on County systems.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Approve the contract agreement with Definitive Networks, Inc, as shown in Attachment 1, for a three-year term with a total not-to-exceed amount of \$49,514.

Alternative Two:

Continue consideration of the report to a future meeting and provide direction to staff for additional information as needed.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the consent calendar. A successful motion to approve the consent calendar will include taking affirmative action on the staff recommendation as provided unless otherwise specified by the Commission.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Professional Services Agreement with Definitive Networks, Inc.

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PSA #: _____

**PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES**

(LAFCO of Alameda County / Definitive Networks, Inc)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Local Agency Formation Commission of Alameda County, a subdivision of the State of California (“LAFCO”), and Definitive Networks, Inc (DNI), a California Corporation (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1. LAFCO has determined that it requires the following professional services from a professional IT Services Company
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, LAFCO Commission members, or employees of LAFCO which would (1) present a conflict of interest with the rendering of services under this Agreement under California Government Code section 1090, the Political Reform Act (Government Code section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 2.4. LAFCO has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by LAFCO shall not operate as a waiver or release. Consultant represents and warrants to LAFCO that (a) it has all licenses, permits, qualifications, insurance and approvals of whatever nature which are legally required for Consultant to practice its profession, and (b) it shall, at its sole cost, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. Consultant shall indemnify and hold harmless LAFCO, its officers, agents, employees and volunteers from and against any and all claims or expenses caused or occasioned directly or indirectly by Consultant’s failure to so perform.

PSA #: _____

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, LAFCO and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s 15 January 2026 proposal to LAFCO attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is David Parnell, Chief Operating Officer. The Agreement Administrator shall be the principal point of contact at the LAFCO for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. LAFCO reserves the right to change this designation upon written notice to Consultant.
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by LAFCO under this Agreement. The Maximum Amount under this Agreement is forty nine thousand, five hundred fourteen dollars and nine cents (\$49,514.09).
- 3.5. “Commencement Date”: 1 February 2026.
- 3.6. “Termination Date”: 31 January 2029

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by LAFCO in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. LAFCO shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

- 5.2. **Coordination with LAFCO.** In performing services under this Agreement, Consultant shall coordinate all contact with LAFCO through its Agreement Administrator. All changes and/or extra work shall be performed and paid for in accordance with the following:
- 5.2.1. Only the LAFCO Executive Director or Commission may authorize extra and/or changed work. Consultant expressly recognizes that other LAFCO personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Consultant to secure the Commission's or LAFCO Executive Director's authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Consultant thereafter shall be entitled to no compensation whatsoever for performance of such work.
 - 5.2.2. If Consultant is of the opinion that any work s/he has been directed to perform is beyond the scope of this Agreement and constitutes extra work, s/he shall promptly notify LAFCO of the fact. LAFCO shall make a determination as to whether or not such work is, in fact, beyond the scope of this Agreement and constitutes extra work. In the event that LAFCO determines that such work does constitute extra work, it shall provide extra compensation to Consultant on a fair and equitable basis. A Supplemental Agreement providing for such compensation for extra work shall be negotiated between LAFCO and Consultant. Such Supplemental Agreement shall be executed by Consultant and be approved by the LAFCO Executive Director.
 - 5.2.3. In the event LAFCO determines that such work does not constitute extra work, Consultant shall not be paid extra compensation above that provided herein and if such determination is made by LAFCO staff, said determination may be appealed to the LAFCO Commission as long as a written appeal is submitted to the LAFCO Executive Director within five (5) days after the staff's determination is received by Consultant. Said written appeal shall include a description of each and every ground upon which Consultant challenges the staff's determination. The LAFCO Executive Director's or Commission's decision shall be final.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a LAFCO business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to LAFCO. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of California Government Code section 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439. Consultant shall disclose any contribution to an elected or appointed LAFCO official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to LAFCO prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.7. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, LAFCO may consent in writing to Consultant's performance of such work.
- 5.8. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Dave Lord shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without LAFCO's prior written consent.
- 5.9. **Prevailing Wages.** This Agreement is subject to the Prevailing Wage Laws, as more fully set forth in Section 8 (Prevailing Wages), for all work performed under this Agreement for which the payment of prevailing wages is required under state law. In particular, Consultant acknowledges that prevailing wage determinations are available for work performed under this Agreement.
- 5.10. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to LAFCO that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of LAFCO. If LAFCO and Consultant cannot agree as to the substitution of key personnel, LAFCO may terminate this Agreement for cause.

- 5.11. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Consultant's performance of this Agreement including, but not limited to, professional licenses and permits.
- 5.12. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.13. **Inspection Services.** In the event Consultant will perform inspection services, LAFCO or authorized representatives of LAFCO shall have the right to inspect the work of such services whenever such representatives may deem such inspection to be desirable or necessary. Inspections by LAFCO do not in any way relieve or minimize the responsibility of Consultant to conduct the inspections Consultant has expressly agreed to perform pursuant to this agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to LAFCO as to the completeness and acceptability of each inspection of improvement or construction which Consultant agrees to inspect hereunder.
- 5.14. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to LAFCO under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of LAFCO. In addition, pursuant to California Government Code section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of LAFCO or as part of any audit of LAFCO, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to LAFCO for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subconsultants shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

- 6.4. **Compensation for Subconsultants.** LAFCO shall pay Consultant for work performed by its subconsultants, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. LAFCO shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

7. COMPENSATION

- 7.1. **General.** LAFCO agrees to compensate Consultant for the services provided under this Agreement and Consultant agrees to accept payment in accordance with the Approved Fee Schedule, Exhibit A. in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by LAFCO in advance.
- 7.2. **Invoices.** Consultant shall submit to LAFCO an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Invoice detail requirements are more particularly described in Exhibit A. LAFCO agrees to render payment of undisputed invoice amounts within thirty (30) days of receipt, with disputed amounts addressed per Section 7.4's meet-and-confer process.
- 7.3. **Taxes.** LAFCO shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by LAFCO through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of LAFCO.
- 7.6. **LAFCO Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until LAFCO is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, LAFCO shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

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Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including, but not limited to, the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold LAFCO, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, including without limitation copies thereof, digital originals, and digital copies (“written products” herein) developed by Consultant in the performance of this Agreement shall be and remain the property of LAFCO without restriction or limitation upon its use or dissemination by LAFCO except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. Consultant retains ownership of (a) pre-existing intellectual property and tools brought to the engagement; (b) general-purpose components and methodologies not specific to LAFCO; and (c) improvements to DNI's general tools and processes. Consultant grants and LAFCO receives a perpetual, non-exclusive license to use such materials as incorporated in any document delivered to LAFCOs.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to LAFCO, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of LAFCO or otherwise to act on behalf of LAFCO as an agent. Consultant, its officers, employees and agents shall not have any power to bind or commit LAFCO to any decision or course of action, and Consultant, its officers, employees and agents shall not represent to any person or party that it or they are acting as agents of LAFCO or that it or they have the power to bind or commit LAFCO. Neither LAFCO nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of LAFCO.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to LAFCO as an employer. Consultant shall not be entitled to any benefits. LAFCO makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social

security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of LAFCO, Consultant shall indemnify, defend, and hold harmless LAFCO for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of LAFCO.

11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants, in the performance of this Agreement. "LAFCO" shall include LAFCO, its officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify LAFCO.** Consultant shall indemnify, hold harmless, and defend LAFCO from and against any and all claims, losses, costs, liability or expenses for any personal injury or property damage where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, (i) Consultant's alleged negligence, recklessness or willful misconduct, (ii) or (ii) Consultant's performance under this Agreement or failure to comply with any provision in this Agreement. The duty to defend on tender will fall to Consultant's professional liability insurance provider; but Consultant will defend and indemnify LAFCO as provided in this Section 11 if Consultant's insurer fails to do so.. Neither LAFCO or Consultant shall be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages, including lost profits, lost revenue, or loss of data.
- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify LAFCO for such loss or damage as is caused by the active negligence, sole negligence, or willful misconduct of LAFCO.
- 11.4. **Attorneys' Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of LAFCO's choice, expert fees and all other costs and fees of litigation.
- 11.4.1. Attorneys' Fees in Enforcing Indemnity.** Attorneys' fees and litigation expenses incurred in any action brought to enforce the indemnification provision set forth herein shall be recoverable by the prevailing party.
- 11.5.

- 11.6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to LAFCO.
- 11.7. **Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subconsultant or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8. **Insurance Not a Substitute.** LAFCO does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.9. **Liability Cap.** Notwithstanding any other provision of this Agreement, Consultant's total aggregate liability for all claims arising under or related to this Agreement shall not exceed the limits of the required professional liability insurance required by Section 12.3.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this Section and shall require all of its subconsultants, consultants, and other agents to do the same. Approval of the insurance by LAFCO shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** LAFCO will not execute this Agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. Consultant shall file with LAFCO:
- Certificate of Insurance, indicating companies acceptable to LAFCO, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Ongoing Office 365, Helpdesk, and Network Support.**
 - Documentation of Best's rating acceptable to the LAFCO.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$1,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$2,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than Insurance Services Office (ISO) Form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of section 3700 of the California Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include all vehicles used in connection with the performance of this Agreement, including owned, non-owned, and

hired automobiles and trucks using ISO Business Auto Coverage form CA 00 01 (or equivalent).

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement. In the event Consultant's policy is a "claims made" policy only covering those claims made during the policy period, then Consultant agrees to maintain the professional liability insurance required hereunder and with respect to this project in effect for at least three (3) years after acceptance of the work.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** LAFCO, its Commissioners, officials, officers, and employees must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. The LAFCO must be named as an additional insured for Auto Insurance policies for ongoing operations. Consultant's insurance policies shall be primary as respects any claims related to or as the result of Consultant's work. Any insurance, pooled coverage or self-insurance maintained by LAFCO, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and Consultant does not furnish a new certificate of insurance prior to cancellation, LAFCO has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due Consultant under this Agreement. Failure of Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this Section, shall constitute a material breach of this Agreement.

PSA #: _____

12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: LAFCO of Alameda County, Attn: Executive Officer, 224 West Winton Avenue, Suite 110, Hayward, California 94544.

12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to LAFCO. Any insurance or self-insurance maintained by LAFCO and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against LAFCO. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.

12.14. **Report of Claims to LAFCO.** Consultant shall report to LAFCO, in addition to Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.

12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to LAFCO. LAFCO may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, LAFCO must approve all such amounts prior to execution of this Agreement.

LAFCO has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to LAFCO's approval.

12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify LAFCO under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or termination of this Agreement.

13. MUTUAL COOPERATION

13.1. **LAFCO Cooperation in Performance.** LAFCO shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

PSA #: _____

- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against LAFCO relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that LAFCO may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and LAFCO's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing); or (iii) the day of delivery if emailed to the email address listed below and simultaneously deposited in the U.S. mail, postage prepaid, to the address(es) listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to LAFCO

Rachel Jones, Executive Officer
LAFCO of Alameda County
224 West Winton Avenue, Suite 110
Hayward, California 94544
Telephone: 510.670.6267
Email: Rachel.Jones@acgov.org

If to Consultant:

David Parnell, COO
Definitive Networks, Inc
6700 Koll Center Parkway, Suite 2200
Pleasanton, CA 94566
Telephone: 925-337-4878
Email: dparnell@dni.net

With courtesy copy to:

Matthew T. Summers
LAFCO General Counsel
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd. Suite 850
Pasadena, CA 91101-2109
Phone (213) 542-5700
Email: msummers@chwlaw.us

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.14 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

16.1. **LAFCO Termination.** LAFCO may, in its sole and unfettered discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the services required with thirty (30) days' prior written notice to allow for orderly transition of services and knowledge transfer. Notice of Termination of this Agreement shall be given in writing to Consultant and shall be sufficient and complete when same is emailed to Consultant and simultaneously deposited in the United States mail postage prepaid and certified, addressed as set forth in Section 14 of this Agreement. The Agreement shall be terminated upon receipt of the Notice of Termination by Consultant. If LAFCO should terminate this Agreement, Consultant shall be compensated for all work satisfactorily performed prior to time of receipt of termination notice, and shall be compensated for materials ordered by Consultant or his/her employees, or services of others ordered by Consultant or his/her employees prior to receipt of Notice of Termination whether or not such materials or final instruments of services of others have actually been delivered, provided that Consultant or its employees are not able to cancel such orders for materials or services of others. Compensation for Consultant in the event of termination by LAFCO shall be determined by the Executive Director in accordance with the percentage of project completed. In the event that this Agreement is terminated pursuant to this Section 16.1, Consultant shall not be entitled to any additional compensation over that provided herein; nor shall Consultant be entitled to payment for any alleged damages or injuries (including lost opportunity damages) purportedly caused by the termination of this Agreement by LAFCO pursuant hereto.

If LAFCO elects to terminate without cause, the Consultant is owed a termination fee per the schedule which follows:

Month Contract Is Terminated without Cause	Fee Owed Consultant for Early Termination
Mar-26	\$48,139
Apr-26	\$46,763
May-26	\$45,388
Jun-26	\$44,012
Jul-26	\$42,637
Aug-26	\$41,262
Sep-26	\$39,886
Oct-26	\$38,511
Nov-26	\$37,136
Dec-26	\$35,760
Jan-27	\$34,385
Feb-27	\$33,009
Mar-27	\$31,634

PSA #: _____

Apr-27	\$30,259
May-27	\$28,883
Jun-27	\$27,508
Jul-27	\$26,132
Aug-27	\$24,757
Sep-27	\$23,382
Oct-27	\$22,006
Nov-27	\$20,631
Dec-27	\$19,255
Jan-28	\$17,880
Feb-28	\$16,505
Mar-28	\$15,129
Apr-28	\$13,754
May-28	\$12,379
Jun-28	\$11,003
Jul-28	\$9,628
Aug-28	\$8,252
Sep-28	\$8,252
Oct-28	\$5,502
Nov-28	\$4,126
Dec-28	\$4,126
Jan-29	\$1,375

- 16.2. **Consultant Termination.** Consultant may terminate this Agreement upon thirty (30) days written notice to LAFCO only for good cause. Consultant's written notice of termination shall contain a full explanation of the facts and circumstances constituting good cause. In the event of termination, all notes, sketches, computations, drawings and specifications, or other data, whether complete or not, produced through the time of LAFCO's last payment shall be relinquished to LAFCO. LAFCO may, at its own expense, make copies or extract information from any such notes, sketches, computations, drawings, and specifications, or other data whether complete or not.
- 16.3. **Consultant Failure to Perform.** Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, LAFCO may terminate this Agreement by giving written notice of such termination, stating the reasons for such termination in such event. Consultant shall be compensated as above, provided, however, there shall be deducted from such amount the amount of damage if any, sustained by LAFCO by virtue of Consultant's breach of this Agreement.

- 16.4. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. LAFCO shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.5. **Remedies.** LAFCO retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between LAFCO and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on by LAFCO and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the Sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the Section or Subsection thereof at the head of which it appears, the language of the Section or Subsection shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by LAFCO. LAFCO shall grant such consent if disclosure is legally required. All LAFCO data shall be returned to LAFCO upon the termination or expiration of this Agreement except as noted in Sections 5 and 9, above.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultant to file, a Statement of Economic Interest with LAFCO's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, LAFCO shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of LAFCO, during the term of his or her service with LAFCO, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without LAFCO's prior written consent, and any attempt to do so shall be void and of no effect. LAFCO shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in

terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by LAFCO or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by LAFCO or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in LAFCO's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be in the Superior Court of California for the County of Alameda. Consultant hereby consents to jurisdiction in that court for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

[Signatures on following page]

PSA #: _____

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“LAFCO”
Local Agency Formation Commission of
Alameda County

“Consultant”
Definitive Networks, Inc

By: _____
Signature

By: _____
Signature

Printed: _____

Printed: David Parnell

Title: _____

Title: Chief Operating Officer

Date: _____

Date: 1 February 2026

Attest:

Delete this Attest signature if Commission approval is not required.

By: _____
LAFCO Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers, LAFCO Counsel

PSA #: _____

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

LAFCOs are subject to the campaign disclosure provisions detailed in Government Code section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, this Campaign Disclosure Form must be completed and returned to the LAFCO with your application.

1. No LAFCO Commissioner shall accept, solicit, or direct a contribution of more than \$500 from any party¹ or party's agent² during the pendency of your application and for 12 months after the date a final decision is rendered by the LAFCO. This prohibition commences when your application has been filed or the proceeding is otherwise initiated.
2. A party to a LAFCO proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any Commissioner by the party or party's agent during the 12 months preceding the proceeding. No party or party's agent to a LAFCO proceeding shall make a contribution to a Commissioner while the application is pending, during the proceeding, and for 12 months following the date a final decision is rendered by the LAFCO.
3. Prior to considering your application, any Commissioner who received a contribution of more than \$500 within the 12 months preceding the commencement of the proceedings on your application from any party or party's agent, shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Commissioner receives a contribution that otherwise would require disqualification and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, that Commissioner shall be permitted to participate in the proceeding.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a Commissioner within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current LAFCO Commissioners are available on the LAFCO's website. If you have questions about Government Code section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the LAFCO Clerk.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

PSA #: _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Application for:

- License
- Permit
- Franchise
- Mills Act or Development Agreement
- Contract (Professional Services, Construction Services, Maintenance, Public Works, etc.)
- Lease
- Other Entitlement³

Name and address of any party or party’s agent who has contributed more than \$500 to any Commissioner within the preceding 12 months. If none, write in “none:”

1. _____
2. _____
3. _____

(b) Date and amount of Contribution:

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

Date: _____ Amount: \$ _____

(c) Name of Commissioner to whom contribution was made:

1. _____
2. _____
3. _____

(d) I certify that the above information is true and correct to the best of my knowledge.

Name: _____

Signature: _____

Date: _____ Phone: _____

To be completed by LAFCO:

Application No.: _____

³ “License, permit or other entitlement for use” means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts) and all franchises.

PSA #: _____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

I am aware of the provisions of section 3700 of the California Labor Code 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 of this contract. If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Consultant shall provide and shall cause each subconsultant to provide adequate insurance for the protection of employees not otherwise protected. Consultant shall indemnify and hold harmless LAFCO for any damage resulting from failure of either Consultant or any subconsultant to take out or maintain such insurance.

Date: 1 February 2026

Signature

David Parnell

Printed Name

Chief Operating Officer

Title

EXHIBIT A
Scope of Services

SERVICES

Service Provided	Year 1	Year 2	Year 3
Azure Licensing & End-User Support (Office 365, OneDrive, CyberSecurity):			
Hosting (WordPress, File Sharing, Data Archive):			
Networking (Network Hardware, Telecommunications, Monitoring, Outage Response)			
Total	\$19,045	\$15,127	\$15,342
Total Contract Value (Not to Exceed)—36 Month Term	\$49,514		

SLA PERFORMANCE STANDARDS

Priority 1 – Critical: Problems affecting the whole organization and major business processes are stopped. DNI will assign a technician or the appropriate technical expert and begin working on the problem within 30 minutes of the call being received. DNI staff will notify key individuals in each department of the status of the problem every hour until the issue is resolved or an approximate timeframe for resolution can be determined. Examples of a Priority 1 service request include server hardware failure, key application failure, network failure or communications failure, or critical security incident.

Priority 1 responses are resolved within four hours of notification unless there is an underlying issue outside of the direct control of the Consultant: i.e., widespread Azure outage, interruption of power to facility, telecommunication network outage, etc.

Priority 2 – Important: Problems affecting multiple users, which prevent the successful and timely completion of work or problems causing a complete stoppage of work for an individual.

DNI will assign a technical expert or technician within two hours of receiving the call for a Priority 2 service request. DNI staff will notify the ticket submitter of the status of the problem at least every three hours until the issue is resolved or the timeframe required for resolution can be defined. Typical Priority 2 problems include printing failures when jobs cannot be

PSA #: _____

rerouted or software application issues that prevent performance of work.

Priority 2 responses are resolved within 24 hours of notification unless there is an underlying issue outside of the direct control of the Consultant: i.e., failed software update, administrative issue involving software licensing, scheduling of 3rd party service technician, etc.

Priority 3 – Normal: Problems interfering with the timely and effective work of an individual but not resulting in complete stoppage of work.

DNI will assign a technician or technical expert within 4 hours of receiving a Priority 3 service request. DNI staff will notify the ticket submitter of the status of the problem at least once a day until the issue is resolved or the timeframe required for resolution can be defined. Typical Priority 3 problems include inability to use a particular software package, printer failure when print jobs can be rerouted, or problems within an application.

Priority 3 responses are resolved within 72 hours of notification unless there is an underlying issue outside of the direct control of the Consultant: i.e., availability of an end user, delayed response from a technology provider, etc.

Priority 4 – Low: Required services to be scheduled within five working days of the time a request is received. Examples include new and updated access to applications, or new software to be installed on a computer. The five-day timeframe may be extended if additional time is needed to acquire the software or required hardware. DNI staff will notify the ticket submitter of the status of the request at least once every day until the issue is resolved or a timeframe required for resolution can be defined.

Priority 4 responses are resolved within 5 days of notification unless there is an underlying issue outside of the direct control of the Consultant: i.e., inability of an end user to be available at a designated time, supply chain shortages that impact product fulfillment, etc.



LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

February 4, 2026

Item No. 5

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Proposed Annexation of Merritt Property to City of Pleasanton

The Alameda Local Agency Formation Commission (LAFCO) will consider a change of organization proposal filed by the City of Pleasanton to annex four unincorporated parcels totaling 46.4 acres for the development of a residential subdivision, including an age-qualified community consisting of 92 single-family homes and 18 affordable senior duplexes. The purpose of the proposal is to provide municipal services to the affected territory consistent with the proposed development and surrounding territory. The affected territory lies within the sphere of influence of the City of Pleasanton. The subject parcels are identified with Assessor Parcel Number (APN) by the County of Alameda Assessor’s Office as 941-950-3-1; 941-950-3-3; 940-950-3-11; and 941-950-3-12. Staff recommends approval of the proposed change of organization, subject to standard LAFCO terms and conditions.

Background

Alameda LAFCO has received a proposal through a resolution of application from the City of Pleasanton requesting annexation approval involving four parcels totaling 46.4 acres that is contiguous to the City’s jurisdictional boundary and within its sphere of influence and urban growth boundary (UGB). The affected territory lies west of Pleasanton’s jurisdictional boundary and is located along the eastside of Foothill Road. The proposed annexation has been pre-zoned for the proposed residential subdivision and related improvements. The subject parcels are identified with Assessor Parcel Number (APN) by the County of Alameda Assessor’s Office as 941-950-3-1; 941-950-3-3; 940-950-3-11; and 941-950-3-12.

Other Affected Agencies

The affected territory lies entirely within the unincorporated area of Alameda County. It also lies within the boundaries of the following special districts subject to Commission oversight.

- Zone 7 Water Agency
- Alameda County Fire District
- East Bay Regional Park District
- Alameda County Vector Control Service District
- Alameda County Mosquito Abatement District
- Alameda County Resource Conservation District

- * The affected territory also lies within the Pleasanton Unified School District and within County Supervisorial District No. 4 (Supervisor Nate Miley).

Discussion

This item is for the Commission to consider approving – with or without modifications – the applicant’s submitted change of organization proposal to annex the affected territory to the City of Pleasanton. The Commission may also consider applying conditions to an approval so long as it does not directly regulate land use, property development, or subdivision requirements.

Purpose of Proposal

The primary purpose of the proposal is to provide municipal services to the affected territory in support of the development of a 111-lot residential subdivision, including an age-qualified community consisting of 92 single-family homes and 18 affordable senior duplexes. The municipal services proposed are consistent with services already provided within the area such as police and fire protection, wastewater services, road maintenance and flood control services. The affected territory lies within the City’s sphere of influence and urban growth boundary, and is contiguous to the City’s jurisdictional boundary as well as adjacent to an established residential area.

Development Potential

Approval of the annexation will support the development of four parcels currently in unincorporated Alameda County. One parcel contains an existing residence to be demolished, one includes an existing residence, barn, and workshop to remain, and the remaining parcels consist of an abandoned walnut orchard. Portions of Foothill Road are also located within the project area. The affected territory is planned for an 111-lot residential subdivision, including an age-qualified community with 92 single-family and duplex homes, 18 of which are for-sale below-market-rate units. As part of the project, Foothill Road will be widened and dedicated to the City of Pleasanton.

The affected territory is identified as Site 22 in the City’s adopted 2023 Housing Element. Annexation of the project site and the adjacent Foothill Road right-of-way is required prior to development and represents a logical and orderly extension of the City’s boundaries, consistent with City policies and Housing Element Program 1.10, ensuring coordinated planning and service delivery consistent with surrounding urban development.

Analysis

Staff has identified two central policy items for the Commission in considering the merits of the proposal under Cortese-Knox-Hertzberg Act of 2000 (“CKH”). These policy items ultimately take the form of Commission determinations and orient the membership to consider stand-alone merits of (a) the timing of the annexation itself, and (b), applying discretionary boundary amendments or approval terms aimed at perfecting the action relative to member preferences in administering LAFCO law in

Alameda County. A summary of the two sequential policy issues for the Commission to consider follows.

Annexation Timing

The timing of the proposed change of organization appears appropriate and is highlighted by the analysis of the factors required for consideration under LAFCO law anytime a jurisdictional change is proposed. The majority of the prescribed statutory factors focus on the impacts of the proposed annexation on the service and financial capacities of the receiving city. No single factor is determinative, and the intent is to provide a uniform baseline for LAFCOs in considering all jurisdictional changes in context to the Commission's own adopted policies and practices. A summary of key conclusions generated in the review of these factors for the boundary change proposal follows with a complete analysis provided in Appendix A.

- The City of Pleasanton has the available capacities to accommodate the projected service demands and needs for the affected territory's residential use without impacting existing residents. Potable water would be provided through the City's existing distribution system using supplies purchased from Zone 7, and the City's Water Supply Assessment (based on the 2020 UWMP) found adequate supplies to meet project demand, with drought contingency and conservation measures in place. Wastewater would be collected and conveyed through the City system for treatment at DSRSD, and the project's estimated flow (about 17,760 gpd/0.018 MGD) is within available capacity, with supporting sewer capacity analysis and will-serve documentation. Storm drainage, roadway improvements (including Foothill Road widening/bike facilities), police, fire/emergency services, and other municipal services are planned to be provided consistent with City standards and permits. Most project-specific infrastructure will be designed and financed by the project sponsor, with applicable fees paid to the City and Zone 7, and long-term maintenance handled by the City and/or an HOA as appropriate. The City indicates sufficient long-maintenance funding for these services and infrastructure improvements is available.
- Annexation of the affected territory to the City is consistent with the General Plan and adopted land use policies of the City of Pleasanton and reflected in the Pleasanton Planning Commission's amendment of its zoning district map of the City to pre-zone the proposed project site and affected territory at its June 26, 2024 meeting.
- The City of Pleasanton's land use policies covering the affected territory were most recently reviewed and affirmed as part of its General Plan update in 2023. This planning document along with conforming zoning assignments consider residential uses for the affected territory and at a density and intensity level that merits the Commission to authorize the extension of municipal services to the subject parcels.

The timing of the change of organization of the affected territory appears sufficient given the referenced (a) planning consistency, (b) service need, and (c) agency capacity considerations tied to extending public water and wastewater to the affected territory at its maximum allowable uses.

Appropriate Boundary Amendments and/or Terms

Staff evaluated whether the proposal should be amended to include an expansion of the annexation or sphere area to encompass approximately eight additional unincorporated parcels located immediately west of the Merritt Property. These parcels collectively form a linear edge along Foothill Road and, at a conceptual level, could be viewed as an opportunity to create a more uniform and organized municipal boundary.

However, staff does not recommend pursuing such an amendment at this time. The adjacent parcels are not proposed for development, are not part of the approved Merritt Property project, and are not required to facilitate service provision or infrastructure delivery for the subject annexation. In addition, the parcels are not currently included in an adopted City development proposal, nor is there sufficient information regarding future land use, service demand, or timing to support the findings required under Government Code Section 56425.

Consistent with the Commission's Specific Proposal Policies, spheres and annexations should promote orderly growth while avoiding the premature inclusion of territory where there is no compelling evidence that municipal services will be needed within the next 10 to 15 years, where the land is not identified for urban development in an adopted General Plan, or where insufficient information exists to evaluate long-term service feasibility and impacts.

While staff acknowledges the long-term boundary efficiency considerations, deference is given to these policy constraints. Accordingly, staff recommends limiting the proposal to the Merritt Property parcels necessary to implement the City-approved project and deferring consideration of adjacent parcels to a future, standalone annexation request should development proposals or service needs arise.

Other Mandated Considerations

Property Tax Exchange

California Revenue and Taxation Code Section 99(b)(6) requires the adoption of a property tax exchange agreement by the affected local agencies before LAFCO can consider a jurisdictional change. The City of Pleasanton and the County of Alameda have adopted a property tax exchange agreement in step with the proposed change of organization based on the computed 1% share of the property tax revenue generated from the total assessed value of the parcels proposed for annexation, which totals \$95,151.28.

Environmental Review

The City of Pleasanton serves as the lead agency for purposes of evaluating the proposed annexation under the California Environmental Quality Act (CEQA), as the jurisdictional change is intended to facilitate a City-approved development project. The City determined that the proposed development and annexation are within the scope of the certified Final Environmental Impact Report (FEIR) prepared for the City's Housing Element Update and are therefore exempt from further environmental review pursuant to Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183. The City found that the project would not result in any new or more severe significant environmental impacts beyond those previously analyzed in the FEIR and that applicable mitigation measures identified in the FEIR will be implemented as required. Staff independently concurs with the City that it has made appropriate determinations.

Link to City of Pleasanton FEIR: [SUB01-APR 2025 Merritt Property LAFCo Application compiled](#)

Conducting Authority Proceedings (Protest Hearings)

Protest proceeding for the change of organization may be waived by Alameda LAFCO under Government Code Section 56663 should the Commission proceed with approval. The waiver appropriately applies under this statute given the affected territory is uninhabited as defined under LAFCO law and all of the subject landowners have provided their respective written consent to the underlying proceedings.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended):

Adopt the draft resolution identified as Attachment 1 approving the change of organization proposal annexing the Merritt Property to the City of Pleasanton with standard terms.

Alternative Two:

Continue consideration of the report to a future meeting and provide direction to staff for additional information as needed.

Alternative Three:

Disapprove the proposal. Disapproval would statutorily prohibit the initiation of a similar proposal for one year unless a request for reconsideration is filed and approved by the Commission within 30 days.

Recommendation

It is recommended the Commission proceed with Alternative Action One.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the business calendar. The following procedures are recommended in consideration of this item:

1. Receive verbal presentation from staff unless waived.
2. Invite any comments from the public.

Provide feedback on the item as needed.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Draft Resolution of Approval
2. Application Materials

APPENDIX A

BOUNDARY CHANGE ANALYSIS OF MANDATORY FACTORS GOVERNMENT CODE SECTION 56668

1) Population and population density; land area and land use; per capita assessed valuation topography, natural boundaries, and drainage basins; proximity to other populated areas; the likelihood of significant growth in the area, and in adjacent areas during the next 10 years.

The affected territory consists of four parcels totaling approximately 46± acres and is considered uninhabited, as the area contains fewer than 12 registered voters. Existing uses include one residence proposed for demolition, one residence with a barn and workshop to remain, and two parcels consisting of an abandoned walnut orchard. Portions of Foothill Road are located within the project area.

The territory is surrounded by the City of Pleasanton, lies within the City's Sphere of Influence and Urban Growth Boundary, and is identified as Site 22 in the City's adopted 2023 Housing Element. The site is proposed for development as a residential subdivision consisting of 111 dwelling units, including a 92-unit age-qualified community and 18 units of for-sale below-market-rate housing. The surrounding area is fully urbanized, and the proposed annexation would accommodate anticipated residential growth consistent with City planning documents over the next ten years.

The assessed value of the affected territory totals \$9,515,128.

2) The need for organized community services; the present cost and adequacy of municipal services and controls in the area; probable future needs for those services and controls; probable effect of the proposed incorporation, formation, annexation, or exclusion and of alternative courses of action on the cost and adequacy of services and controls in the area and adjacent areas.

The affected territory is substantially surrounded by the City of Pleasanton and adjacent urban residential and transportation infrastructure. The proposed annexation would facilitate the provision of municipal services under the City's land use authority, including police and fire protection, roadway maintenance, water, wastewater, storm drainage, and other governmental services.

The City of Pleasanton has determined that it is capable of providing municipal services consistent with City standards and policies. Annexation would clearly assign long-term service responsibility to the City and eliminate County responsibility for an unincorporated island area, resulting in more efficient service delivery and governance.

3) The effect of the proposed action and of alternative actions, on adjacent areas, on mutual social and economic interests, and on local government structure of the county.

Approval of the annexation would recognize and reinforce existing social and economic relationships between the affected territory and the City of Pleasanton. The proposed development is consistent with surrounding land uses and City planning objectives, and annexation would clarify governance responsibilities and reduce fragmentation of local government structure. Alternative actions, namely disapproving the proposed annexation, would be inconsistent with the City of Pleasanton's adopted Housing Element and would not promote the protection of prime agricultural land as the subject lands are not currently used for agriculture and are not economically viable as agricultural lands given their current uses partially for single-family residential and partially as an abandoned, failed walnut orchard.

4) The conformity of the proposal and its anticipated effects with both the adopted commission policies on providing planned, orderly, efficient patterns of urban development, and the policies and priorities set forth in Government Code Section 56377.

The proposed annexation conforms to Alameda LAFCO policies promoting orderly growth, efficient service delivery, and the elimination of unincorporated islands, including General Policy 1.13 encouraging annexations to the entity most efficiently able to serve the affected territory, General Policy 3.5 discouraging islands, General Policy 4.1 regarding the facilitation of orderly growth while preserving prime agricultural lands and important open spaces, and Annexation Specific Proposal Policy 1.3 encouraging efficient, well-planned annexations. The territory is fully surrounded by the City of Pleasanton and is intended for urban residential development consistent with City planning documents, supporting planned and efficient patterns of urban development. The territory is not prime agricultural land, given its existing status as residential land and a failed orchard. The territory is not important open space as it is not open space, but instead has current and past development.

5) The effect of the proposal on maintaining the physical and economic integrity of agricultural lands, as defined by Government Code Section 56016.

Although portions of the territory have historically been designated for agricultural use, the site is not actively farmed and does not qualify as "agricultural land" as defined by Government Code Section 56016. The property is identified for urban residential development in the City's Housing Element, and the annexation would not adversely affect the physical or economic integrity of surrounding agricultural lands. Specifically, the affected territory is not used for any of the following purposes: producing an agricultural commodity for commercial purposes; left fallow under a crop rotational program; or enrolled in an agricultural subsidy program.

6) The definiteness and certainty of the boundaries of the territory, the nonconformance of proposed boundaries with lines of assessment or ownership, the creation of islands or corridors or unincorporated territory, and other similar matters affecting the proposed boundaries.

Alameda LAFCO is in receipt of a draft map and geographic description of the affected territory that details the proposed boundaries consistent with the standards of the State Board of Equalization for mapping proposed jurisdictional changes. Approval would be conditioned on a final map and description conforming to the referenced standards. No lines of assessment are crossed.

7) Consistency with the city or county general plans, specific plans and adopted regional transportation plan.

The proposed annexation is consistent with the City of Pleasanton General Plan, Housing Element, and applicable zoning designations. The site lies within the City's Urban Growth Boundary and Sphere of Influence. The proposal does not conflict with the regional transportation plan maintained by the Metropolitan Transportation Commission. The proposal does not conflict with the regional transportation plan maintained by the Metropolitan Transportation Commission. The area does not lie within a Priority Conservation Area (PCA) as identified by the Association of Bay Area Governments.

8) The sphere of influence of any local agency affected by the proposal.

The affected territory lies entirely within the City of Pleasanton's adopted Sphere of Influence, indicating that the City is the intended long-term service provider.

9) The comments of any affected local agency or other public agency.

Notice of the proposal was provided to affected agencies and interested parties. No substantive objections or conditions have been received as of the preparation of this report.

10) The ability of the newly formed or receiving entity to provide the services which are the subject of the application to the area, including the sufficiency of revenues for those services following the proposed boundary change.

The City of Pleasanton, by approving the proposed annexation via Resolution Number 2024-055 adopted on July 16, 2024 attests to its ability to provide the full range of municipal services following the proposed boundary change.

11) Timely availability of water supplies adequate for projected needs as specified in Government Code Section 65352.5.

The City of Pleasanton has demonstrated that it has the capacity to provide a full range of municipal services to the Merritt Property annexation area and the proposed 111-lot residential subdivision. For water service, the City's potable system is supplied by treated surface water purchased from Zone 7 Water Agency and distributed through an established municipal system that includes multiple Zone 7 turnouts, storage reservoirs, booster stations, and an extensive distribution network. The project site is within the City's service area boundary and would connect to the City water system; a Water Supply Assessment prepared using the City's 2020 Urban Water Management Plan concluded that the City has adequate water supplies to meet the project's demand.

While recycled water is not proposed due to the absence of nearby supply and the cost to extend infrastructure, the City has adopted water shortage contingency planning and conservation measures to ensure reliability during drought conditions. The project sponsor will finance and construct the on-site water infrastructure and pay applicable City and Zone 7 fees prior to building permits.

For wastewater service, the City owns and maintains the local collection system and conveys flows to the Dublin San Ramon Services District (DSRSD) wastewater treatment plant, with regional conveyance and treatment capacity confirmed as adequate to accommodate project flows. The project is anticipated to generate approximately 17,760 gallons per day (0.018 MGD), which does not exceed permitted treatment capacity. A sewer capacity analysis indicates sufficient off-site capacity, and the City's will-serve documentation confirms the project satisfies sewer capacity requirements. The project sponsor will finance required sewer improvements and pay connection fees.

In addition, the City of Pleasanton and its service partners have identified feasible approaches for storm drainage, roadway improvements (including Foothill Road widening and bicycle facilities), police, fire/emergency response (via LPFD), parks/trails, refuse collection, library services, and utilities. Most infrastructure improvements will be designed and constructed by the project sponsor consistent with City standards and permit requirements, with ongoing maintenance assigned to the City and/or a homeowners association as applicable. Overall, the Plan for Public Services supports that the City can serve the affected territory in a timely and adequate manner consistent with municipal service policies and adopted planning documents.

12) The extent to which the proposal will affect a city or cities and the county in achieving their respective fair shares of the regional housing needs as determined by the appropriate council of governments.

Chapter 17.44 of the Pleasanton Municipal Code (Inclusionary Zoning Ordinance) requires new single-family residential projects of 15 units or more to provide at least 20 percent of units affordable to very low-, low-, and/or moderate-income households. The applicant, in coordination with the City, proposes

to satisfy this requirement by providing 18 affordable for-sale units—representing 20 percent of the 92 base units—restricted to moderate-income households at up to 120 percent of Area Median Income (AMI).

In addition, the project includes a commitment to provide a minimum of four Accessory Dwelling Units (ADUs), consisting of two attached and two detached units. While these ADUs are not required to be income-restricted and do not count toward the Inclusionary Zoning requirement, they are considered affordable by design and contribute additional housing opportunities. An Affordable Housing Agreement has been executed between the City and the applicant to formalize these commitments, supporting the City’s efforts to meet its Regional Housing Needs Allocation (RHNA).

13) Any information or comments from the landowner or owners, voters, or residents of the affected territory.

The affected territory is uninhabited as defined by LAFCO law (12 registered voters or less). The City of Pleasanton has provided documentation that all of the landowners support the underlying change of organization and have provided their written consent to the proceedings.

14) Any information relating to existing land use designations.

Existing and proposed land use designations are addressed in the staff report analysis and City planning documents.

15) The extent to which the proposal will promote environmental justice.

There is no evidence indicating that the annexation would result in disproportionate adverse impacts to disadvantaged communities. The proposal supports orderly development and housing production consistent with regional planning objectives.

16) Whether the proposed annexation will be for the interest of the landowners or present or future inhabitants within the district and within the territory proposed to be annexed to the district.

The proposed annexation is in the interest of the landowners and future residents of the Merritt Property. Annexation to the City of Pleasanton will ensure the project is developed and served under a single, consistent municipal jurisdiction, providing access to a full range of urban services including police, fire protection, water, sewer, parks, road maintenance, and municipal governance. The annexation facilitates implementation of a City-approved residential development consistent with the City’s General Plan, Housing Element, and infrastructure planning, thereby promoting orderly growth, service efficiency, and long-term community stability. The landowners have expressed support for the annexation, and future residents will

benefit from City services, infrastructure investment, and regulatory oversight not otherwise available in the unincorporated County.

17) Information contained in local hazard mitigation plan, information contained in a safety element of a general plan, and any maps that identify land as a very high fire hazard zone pursuant to Section 51178 or maps that identify land determined to be in a state responsibility area pursuant to Section 4102 of the Public Resources Code, if determined that such information is relevant to the area that is subject of the proposal.

The proposed annexation area is subject to the City of Pleasanton's Safety Element and applicable hazard mitigation planning documents, including wildfire, seismic, flooding, and emergency response policies. Portions of the project area are located near open space and foothill terrain; however, the site is not mapped as a State Responsibility Area pursuant to Public Resources Code Section 4102, nor is it designated as a Very High Fire Hazard Severity Zone under Public Resources Code Section 51178. The City's environmental review evaluated applicable hazards and concluded that potential risks can be adequately mitigated through project design, compliance with City building and fire codes, and implementation of conditions of approval. Upon annexation, the site will be served by the Livermore-Pleasanton Fire Department and subject to City wildfire prevention, emergency access, and vegetation management standards, thereby reducing hazard exposure relative to continued County jurisdiction.

ALAMEDA LOCAL AGENCY FORMATION COMMISSION

RESOLUTION NO. 2026-XX

CHANGE OF ORGANIZATION AND WAIVER OF PROTEST PROCEEDINGS

“Merritt Property Annexation No. 1 – City of Pleasanton”

WHEREAS, the Alameda Local Agency Formation Commission, hereinafter referred to as the “Commission,” is responsible for regulating boundary changes affecting cities and special districts under the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000; and

WHEREAS, a resolution of application dated July 16, 2024 was filed by the City of Pleasanton (“City”), with the Executive Officer of the Alameda Local Agency Commission, pursuant to Title 5, Division 3, commencing with Section 56000 of the California Government Code; and

WHEREAS, said application shall be referred to as the Merritt Property Annexation No. 1 – City of Pleasanton; and

WHEREAS, the purpose of requesting approval of an annexation provide municipal services to 46.4 acres of unincorporated territory in Alameda County; and

WHEREAS, the subject territory is uninhabited as it contains 2 registered voters under Government Code Section 56046 and that no affected agency has submitted written opposition to a waiver of protest proceedings; and

WHEREAS, the City and County of Alameda have reached agreement on an exchange of property tax revenues in accordance with the Revenue and Taxation Code Section 99; and

WHEREAS, the Executive Officer has reviewed the proposal and prepared a report with recommendations; and

WHEREAS, the Executive Officer’s report and recommendations on the proposal have been presented to the Commission in the manner provided by law; and

WHEREAS, the Commission considered all factors required by law under Government Code Section 56668 and adopted local policies and procedures;

WHEREAS, annexations are projects and subject to the provisions of the California Environmental Quality Act (CEQA); and

WHEREAS, the Commission has determined that, pursuant to CEQA, it is the responsible agency for the proposed reorganization; and

WHEREAS, the Commission has reviewed and considered an Environmental Impact Report approved by the lead agency, the City; and

WHEREAS, a public meeting was held on February 4, 2026, Alameda LAFCO heard and received all oral and written protests, objections, and evidence which were made, presented or filed and all persons

present were given an opportunity to appear and be heard with respect to any matter pertaining to said application.

NOW, THEREFORE, THE COMMISSION DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

1. The Commission's determinations on the proposal incorporate the information and analysis provided in the Executive Officer's written report presented on February 4, 2026.
2. The City of Pleasanton serves as the lead agency for purposes of evaluating the proposed annexation under the California Environmental Quality Act (CEQA), as the jurisdictional change is intended to facilitate a City-approved development project. The City determined that the proposed development and annexation are within the scope of the certified Final Environmental Impact Report (FEIR) prepared for the City's Housing Element Update and are therefore exempt from further environmental review pursuant to Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183. The City found that the project would not result in any new or more severe significant environmental impacts beyond those previously analyzed in the FEIR and that applicable mitigation measures identified in the FEIR will be implemented as required. Staff independently concurs with the City that it has made appropriate determinations.
3. The Executive Officer is the custodian of the records of these environmental proceedings on which this determination is based. The records upon which these findings and determination are made are located at the office of the Commission at 224 West Winton Avenue, Suite 110, Hayward, California 94544.
4. The agreement will permit the provision of municipal services to the subject parcels identified by the County of Alameda Assessor's Office as (941-950-3-1; 941-950-3-3; 940-950-3-11; and 941-950-3-12.) located in the unincorporated area of Alameda County.
7. Approval would be conditioned on a final map and geographic description conforming to the standards of the State Board of Equalization and for LAFCO to affirm the City's determination that the proposed annexation is exempt from CEQA review.
8. The subject territory is uninhabited as it contains two registered voters under Government Code Section 56663 and that no affected agency has submitted written opposition to a waiver of protest proceedings; therefore, LAFCO does hereby waive the protest proceedings for this annexation action in accordance with the provisions of Government Code Section 56663; and
9. As allowed under Government Code 56883, the Commission authorizes the Executive Officer to make non-substantive corrections to this resolution to address any technical defect, error, irregularity, or omission.

PASSED AND ADOPTED by the Alameda Local Agency Formation Commission on February 4, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

Ralph Johnson
Chair

Rachel Jones
Executive Officer

APPROVED TO FORM:

Matthew Summers
Legal Counsel

Foothill Boulevard Holding Company, LLC

11555 Dublin Boulevard, Dublin, CA 94568

April 7, 2025

Rachel Jones
Executive Officer
Alameda Local Agency Formation Commission
224 West Winton Avenue, Suite 110
Hayward, California 94544

City of Pleasanton
123 Main Street
Pleasanton, CA 94566

RE: Submittal of LAFCo Application for Annexation for Merritt Property

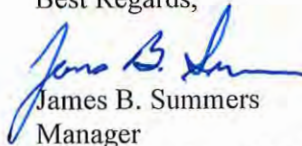
Dear Rachel:

Per our previous discussions, enclosed please find our completed LAFCo Application for annexation for the property known as the Merritt Property in Pleasanton, California. This property consists of the following APNs and owners:

941-950-3-1 James E and Margaret M Merritt
941-950-3-3 Foothill Boulevard Holding Company, LLC
941-950-3-11 Foothill Boulevard Holding Company, LLC and
941-950-3-12 Merritt Farms Inc.

After your review please let us know if you need anything else. If you have any questions please contact me at (925) 200-2300, jsummers@desilvagroup.com or alternatively, Patrick Costanzo, can also be contacted at (408) 888-4224, patcjr@comcat.net.

Best Regards,

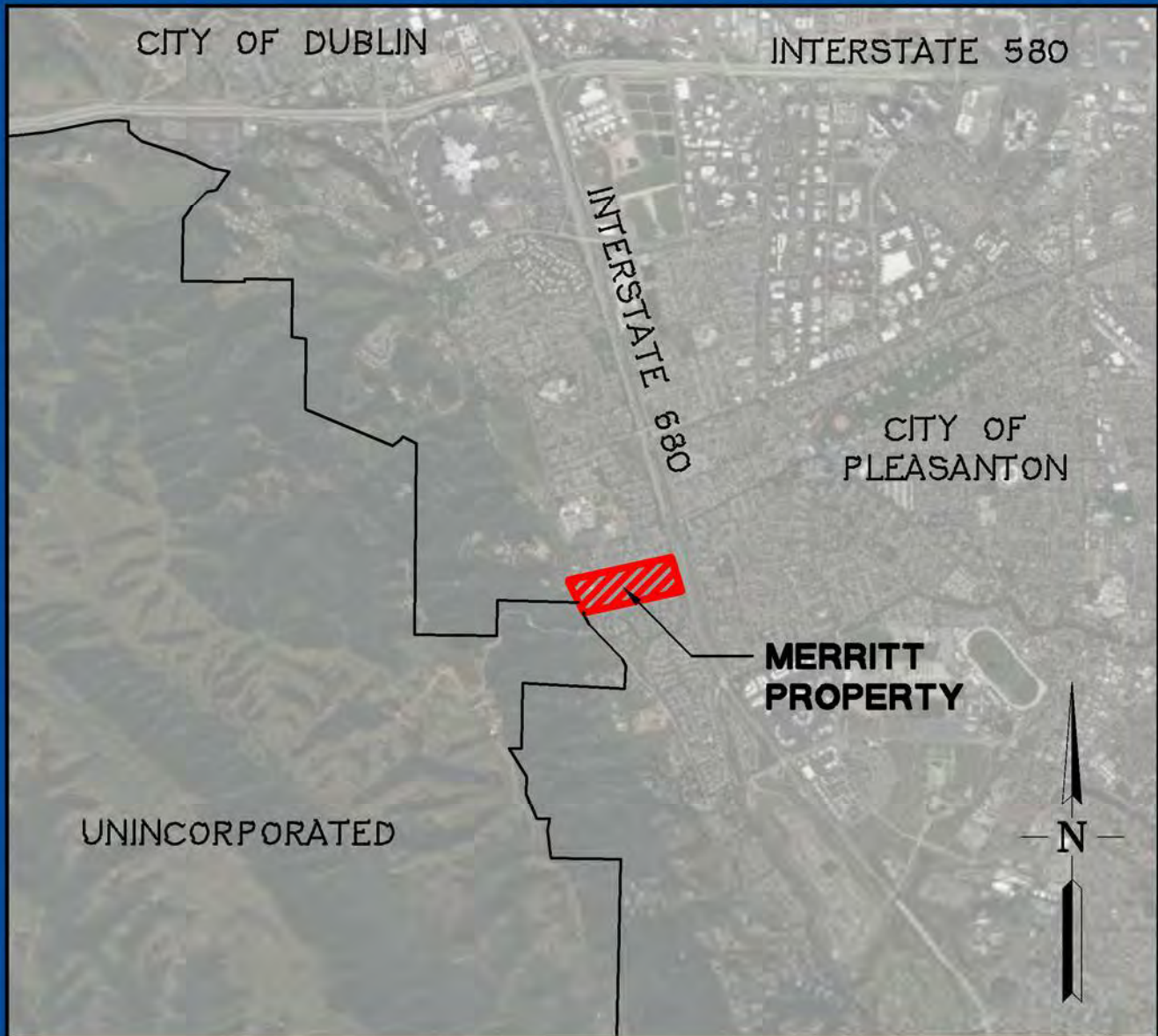


James B. Summers
Manager

Foothill Boulevard Holding Company, LLC

cc: Patrick Costanzo, Jr., PCJ Real Estate Advisors, LLC
Ellen Clark, City of Pleasanton, Planning Manager
Eric Luchini, City of Pleasanton, Senior Planner
David Terhune, RJA

ANNEXATION OF MERRITT PROPERTY TO THE CITY OF PLEASANTON



SUBMITTED TO THE
ALAMEDA COUNTY LOCAL AGENCY FORMATION COMMISSION

APRIL 2025

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- **Exhibit C – City of Pleasanton General Plan**
- **Exhibit D – Alameda County General Plan Land Use Element**
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- **Exhibit H – Vesting Tentative Map**
 - **City of Pleasanton City Council Adopted Resolution No. 2024-054, Finding the Project for the Applications Submitted By Foothill Boulevard Holding Company, LLC, and Filed Under Case Nos P22-1089, PUD-147, Tract 8522, and P24-0378 Exempt Pursuant to CEQA Guidelines Section 15183**
 - **City of Pleasanton City Council Adopted Resolution No. PC-2024-055, Approving a Request for Annexation, A Vesting Tentative Map, Subject to the Conditions of Approval for the Proposed Project, Submitted by Foothill Boulevard Holding Company, LLC, Filed Under Case Nos. P22-1089 and Tract 8522**
 - **City of Pleasanton City Council Adopted Resolution No. 2024-056, Directing the City Manager to Execute the Affordable Housing Agreement Between the City of Pleasanton and Foothill Boulevard Holding Company, LLC, for the Proposed Project Filed Under Case Nos. P22-1089, PUD-147, Tract 8522, and P24-0378**
 - **Development Agreement**
- **Exhibit I – City of Pleasanton Water Study Report, Prepared by Akel Engineering Group, Dated November 2022**

- **Exhibit J – City of Pleasanton Sanitary Sewer Study Report, Prepared by Woodard & Curran, Inc., Dated June 21, 2024**
- **Exhibit K – Design Level Geotechnical Investigation, Prepared by Berlogar, Stevens, & Associates, Dated December 21, 2022**

SECTION 1:

Resolution of Application Adopted by the City of Pleasanton

RESOLUTION NO. 2024-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLEASANTON APPROVING: (1) A REQUEST FOR ANNEXATION; AND (2) A VESTING TENTATIVE MAP, SUBJECT TO THE CONDITIONS OF APPROVAL FOR THE PROPOSED PROJECT, SUBMITTED BY FOOTHILL BOULEVARD HOLDING COMPANY, LLC, FILED UNDER CASE NOS. P22-1089 AND TRACT 8522

WHEREAS, on December 27, 2022, Foothill Boulevard Holding Company, LLC, applied for: (1) a determination that the Project is exempt pursuant to CEQA Guidelines Section 15183 and requesting that the Project be evaluated in a Consistency Checklist pursuant to the City of Pleasanton Housing Element Update Final Environmental Impact Report (FEIR); and (2) the following entitlements: (a) A Request for Annexation (P22-1089), (b) a Planned Unit Development (PUD) development plan (PUD-147) to construct a 111-lot residential subdivision, including an age-qualified community with 92 single-family detached homes, 18 affordable senior court-yard detached and duet homes, one existing single-family residence, and related on-and off-site improvements, (c) a Vesting Tentative Map (Tract 8522), and (d) a Pre-Annexation and Development Agreement (P24-0378); and (3) an Affordable Housing Agreement (hereinafter collectively the "Project"), for property located at 4131 Foothill Road (APN 941-0950-003-03), 4141 Foothill Road (APN 941-0950-003-01), APN 941-0950-003-11, and APN 941-0950-003-12 (hereinafter "the Property"); and

WHEREAS, the Property is designated Low Density Residential (LDR) and Housing Element Sites Overlay (HESO) in the City's General Plan; and

WHEREAS, the Property is Pre-zoned PUD-LDR (Planned Unit Development – Low Density Residential) and HOZ (Housing Opportunity Zone) on the City's zoning map; and

WHEREAS, the City of Pleasanton is the lead agency on the Project, and the City Council is the decision-making body for the proposed approval of the Project; and

WHEREAS, at its duly noticed public meeting of June 26, 2024, and prior to taking action on the Project, the City Council considered 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"), and made the following determinations based on the Record Evidence; and

WHEREAS, at its duly noticed public meeting of July 16, 2024, the City Council considered the written agenda report, all public testimony, relevant exhibits, and staff/Planning Commission recommendations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLEASANTON DOES RESOLVE, DECLARE, DETERMINE AND ORDER THE FOLLOWING:

SECTION 1. At its meeting on July 16, 2024, the City Council determined the Project is exempt pursuant to CEQA Guideline Section 15183, as documented in a Section 15183 Checklist for the Project.

SECTION 2. Prior to taking action on the Project, and at a properly noticed public meeting, 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.

SECTION 3. The City Council has considered the findings made in Planning Commission Resolution No. PC-2024-14, attached hereto and incorporated herein as Exhibit A, and hereby adopts the same findings by this reference, and based upon the City Council's own independent review and considerations, the City Council hereby approves Annexation (P22-1089) and Vesting Tentative Map (Tract 8522) for the Project, as reflected in the plans dated, "Received June 15, 2024," for the Foothill Boulevard Holding Company, LLC, subject to the Conditions of Approval attached as Exhibit A to Ordinance 2284 for PUD-147.

SECTION 4. This resolution shall become effective upon the effective date of the ordinance approving a Planned Unit Development (PUD) development plan for the Project.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Pleasanton at a regular meeting held on July 16, 2024.


I, Jocelyn Kwong, City Clerk of the City of Pleasanton, California, certify that the foregoing resolution was adopted by the City Council at a regular meeting held on July 16, 2024, by the following vote:

Ayes:	Councilmembers Arkin, Balch, Nibert, Testa, Mayor Brown
Noes:	None
Absent:	None
Abstain:	None



 Jocelyn Kwong, City Clerk

APPROVED AS TO FORM:



 Daniel G. Sodergren, City Attorney

Exhibit A

Planning Commission Resolution No. PC-2024-14

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RESOLUTION NO. PC-2024-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLEASANTON RECOMMENDING THE CITY COUNCIL: (1) ADOPT A CEQA GUIDELINES SECTION 15183 CONSISTENCY CHECKLIST PURSUANT TO THE CITY OF PLEASANTON HOUSING ELEMENT UPDATE FINAL ENVIRONMENTAL IMPACT REPORT (FSEIR); (2) APPROVE ANNEXATION, A PLANNED UNIT DEVELOPMENT (PUD) DEVELOPMENT PLAN TO CONSTRUCT A 111-LOT RESIDENTIAL SUBDIVISION, INCLUDING AN AGE-QUALIFIED COMMUNITY WITH 92 SINGLE-FAMILY DETACHED HOMES, 18 AFFORDABLE SENIOR COURT-YARD DETACHED AND DUET HOMES, ONE EXISTING SINGLE-FAMILY RESIDENCE, AND RELATED ON-AND OFF-SITE IMPROVEMENTS, A VESTING TENTATIVE MAP, AND A PRE-ANNEXATION AND DEVELOPMENT AGREEMENT SUBJECT TO THE CONDITIONS OF APPROVAL; AND (3) DIRECT THE CITY MANAGER TO ENTER INTO AN AFFORDABLE HOUSING AGREEMENT WITH FOOTHILL BOULEVARD HOLDING COMPANY, LLC FOR THE PROPOSED PROJECT AS FILED UNDER CASE NOS. P22-1089, PUD-147, AND TRACT 8522

WHEREAS, on December 27, 2022, Foothill Boulevard Holding Company, LLC, applied for: (1) adoption of a CEQA Guidelines Section 15183 Consistency Checklist pursuant to the City of Pleasanton Housing Element Update Final Environmental Impact Report (FSEIR); (2) Annexation (P22-1089), a Planned Unit Development (PUD) development plan (PUD-147) to construct a 111-lot residential subdivision, including an age-qualified community with 92 single-family detached homes, 18 affordable senior court-yard detached and duet homes, one existing single-family residence, and related on-and off-site improvements, a Vesting Tentative Map (Tract 8522), and a Pre-Annexation and Development Agreement; and (3) an Affordable Housing Agreement for the proposed project located 4131 Foothill Road (APN 941-0950-003-03), 4141 Foothill Road (APN 941-0950-003-01), APN 941-0950-003-11, and APN 941-0950-003-12 (hereinafter "project"); and

WHEREAS, the Property is designated Low-Density Residential (LDR) and Housing Element Sites Overlay (HESO) in the City's General Plan; and

WHEREAS, the Property is designated Pre-zoned PUD-LDR (Planned Unit Development – Low-Density Residential) and HOZ (Housing Opportunity Zone) on the City's zoning map; and

WHEREAS, the City of Pleasanton is the lead agency on the Project, and the City Council is the decision-making body for the proposed approval of the Project; and

WHEREAS, at its duly noticed public meeting of June 26, 2024, the Planning Commission considered the written agenda report, all public testimony, relevant exhibits, and staff recommendations.

NOW, THEREFORE BE IT RESOLVED by the Planning Commission of the City of Pleasanton, based on the entire record of proceedings, including the oral and written agenda reports and all public comment and testimony:

Section 1: Recommended Findings for California Environmental Quality Act (CEQA)

With respect to CEQA, the Planning Commission finds it has independently reviewed and analyzed the 15183 Consistency Checklist prepared for the Project pursuant to the City of Pleasanton 2023-2031 (6th Cycle) Housing Element Update Environmental Impact Report (SCH# 2022040091) (Housing Element Update Final EIR or FEIR) and has considered the information contained therein, prior to recommending approval of the Project. The Planning Commission further finds the CEQA Guidelines Section 15183 Consistency Checklist prepared for the Project pursuant to the City of Pleasanton Housing Element Update Environmental Impact Report (FEIR) satisfies the requirements of CEQA and represents the independent judgment and analysis of the City of Pleasanton as lead agency for the Project.

Accordingly, the Planning Commission recommends the City Council make the following findings for adoption of the 15183 Consistency Checklist prepared for the Project pursuant to the City of Pleasanton Housing Element Update Environmental Impact Report (FEIR):

1. There are no new significant effects peculiar to the proposed project or its site;
2. There are no new significant effects that were not previously evaluated in the Pleasanton General Plan 2005-2025 FEIR and Housing Element Update FEIR;
3. There are no new significant off-site or cumulative impacts that were not analyzed in the Pleasanton General Plan 2005-2025 FEIR and Housing Element Update FEIR, and
4. There are no adverse impacts that are more severe than those previously identified in the Pleasanton General Plan 2005-2025 FEIR and Housing Element Update FEIR.

This evaluation concludes the proposed project qualifies for an exemption from additional environmental review under Section 15183 because it is consistent with the development density and land use characteristics established by the City, as analyzed by the Pleasanton General Plan 2005-2025 FEIR and Housing Element Update FEIR.

Section 2: Recommended Findings for Annexation (P22-1089)

With respect to annexation, the project site is designated as Site 22 in the City's Housing Element. The project site is located just outside of the City limits but within Pleasanton's Sphere of Influence (SOI) and Urban Growth Boundary (UGB). Prior to development of the proposed project, the project site would need to be annexed into the City of Pleasanton, and a segment of Foothill Road in Alameda County abutting the project site, consistent with City and LAFCO policies as well as Program 1.10 of the Housing Element. Accordingly, the Planning Commission finds and recommends the City Council approve annexation of the project site and adjacent right of way because it would represent a logical and orderly extension of urban growth and the City's boundaries, which would ensure the project site would be developed in a comprehensive and thoughtful manner consistent with other nearby lands. Moreover, as the City processes development applications consistent with the Housing Element Update for the project site, these applications are reviewed by the City for compliance with the goals, policies,

and programs of the General Plan and Municipal Code. Furthermore, LAFCO would review the development applications for the project site to ensure consistency with LAFCO policies.

Section 3: Recommended Findings for approval of PUD Development Plan (PUD-147)
With respect to Case No. PUD-147, the Planning Commission recommends the City Council make the following findings and determinations with respect to each of the considerations for a PUD Development Plan as required by Section 18.68.110 of the PMC:

1. Whether the plan is in the best interests of the public health, safety, and general welfare:

The Project, as conditioned, meets all applicable City standards concerning public health, safety, and welfare. The Project would include the installation of all required on-site utilities with connections to municipal systems to serve the new development. With the recommended traffic improvements/mitigations, the Project will not generate volumes of traffic that cannot be accommodated by existing City streets and intersections in the area. The structures would be designed to meet the requirements of the Uniform Building Code, Fire Code, and other applicable City codes. Adequate access would be provided to the structures for police, fire, and other emergency response vehicles. Stormwater run-off from the site will be treated before leaving the site. Construction hour limits and dust suppression requirements would minimize construction impacts on the surrounding residents and tenants. The Project is compatible with the adjacent uses and would be consistent with the existing scale and character of the area. Therefore, it is recommended the proposed PUD development plan is in the best interests of public health, safety, and general welfare, and this finding can be made.

2. Whether the plan is consistent with the City's General Plan and any applicable specific plan:

The Property's Land Use Designation of Low-Density Residential (LDR) and Housing Element Sites Overlay (HESO) permits residential uses; thus, the Project would be consistent with the General Plan Land Use Designation. The proposed density of two dwelling units per approximate acre, plus a 20 percent density bonus as allowed under State Density Bonus Law, is consistent with the General Plan. The Project would further several General Plan Programs and Policies including: encouraging the reuse of vacant and underutilized parcels by development on an underutilized former orchard within the existing urban area; encourage the use of density bonuses in residential projects that include housing units affordable to extremely low-, very low-, low-, and moderate-income households and support development and maintenance of affordable senior housing and supportive services to facilitate maximum independence and the ability of seniors to remain in their homes and/or the community. The project would also be in conformance with the Inclusionary Zoning Ordinance, which requires each residential and non-residential development to which the Ordinance applies, to include its pro-rata share of housing needs for lower- and moderate-income households. City policies strongly encouraged that the Inclusionary Zoning Ordinance requirements be met by building housing affordable to

lower- and moderate-income households, which would be accomplished by this project through the construction of on-site, deed-restricted senior housing units. The Project environmental review determined that the Project would present no new or more severe significant impacts and no unstudied impacts that are peculiar to the parcel. Therefore, it is recommended the City Council find the proposed development plan is consistent with the City's General Plan, and this finding can be made.

3. Whether the plan is compatible with previously developed properties in the vicinity and the natural, topographic features of the site:

The Project site is surrounded primarily by residential development. The proposed residential use would be compatible with these surrounding uses. The units' heights would be compatible with the surrounding and existing single-family residences to the north and south. The residences have been attractively designed and would be compatible with the design of the surrounding residential uses. New and dense landscaping would be installed along the Project perimeters and within the interior of the Project to soften the Project from off-site views and provide buffers between sidewalks and roadways, and the Project. Additionally, the Project preserves several existing mature trees including two large Heritage-sized trees located generally in the middle of the proposed project site. The proposed project site drops in elevation to the east from Foothill Road, with the elevation from the Foothill Road frontage to the entry gate falling by approximately 60 feet. In response, the grading plan has been designed to be sympathetic to the natural terrain and includes stepping the building pads down the hill to minimize the use of large retaining walls and reduce the overall need for terracing slopes on the project site. Therefore, it is recommended the City Council make this finding.

4. Whether grading takes into account environmental characteristics and is designed in keeping with the best engineering practices to avoid erosion, slides, or flooding to have as minimal an effect upon the environment as possible.

As described above, the proposed project site drops in elevation towards the east from Foothill Road, with the elevation from the Foothill Road frontage to the entry gate falling by approximately 60 feet. Grading is proposed throughout the proposed project areas to create predominantly flat pad lots, bio-retention areas, and streets. Due to some abrupt grade changes in the central portions of the proposed project site, approximately 12,400 cubic yards of earth are estimated for off-haul or export. Erosion control and dust suppression measures will be documented in the building and improvement plans and will be administered by the City's Building and Engineering Divisions. City building code requirements would ensure that building foundations, on-site driveways, and parking areas are constructed on properly prepared surfaces. The proposed development would provide adequate drainage to prevent flooding. Parking lot and roof drainage would drain into landscaped bioretention areas that would filter contaminants before entering the arroyos and, ultimately, the bay. The proposed project site is not located within the Alquist-Priolo Earthquake Fault Zone. The flood hazard maps of the Federal Emergency Management

Agency (FEMA) indicate the Property is not located in a flood hazard zone. Therefore, it is recommended the City Council make this finding.

5. Whether streets and buildings have been designed and located to complement the natural terrain and landscape:

The Property is in a developed area of the City and would not involve the extension of any new public streets (all streets are private). The majority of the new development would be located on the more level areas of the proposed project site, and as described in Finding 3, the grading has been designed to integrate the necessary streets and building pads into the terrain and landscape of the site to the extent feasible. The proposed residences would be compatible in size and scale with surrounding structures and would include a variety of roof heights and varied massing to blend with the surroundings. New landscaping including large box-sized trees would be installed to mitigate the loss of the existing landscaping and trees. Therefore, it is recommended the City Council make this finding.

6. Whether adequate public safety measures have been incorporated into the design of the plan:

The public improvements associated with the Project would be consistent with City design standards. The existing driveway entrance is located and configured to provide adequate line-of-sight viewing distance for vehicles and to facilitate efficient ingress/egress to and from the proposed project site. All internal streets and motor courts would meet City standards for emergency vehicle access and turn-around. Adequate access would be provided to all structures for police, fire, and other emergency vehicles. The residences and clubhouse would be required to meet the requirements of the Uniform Building Code, Fire Code, other applicable City codes, and State of California energy and accessibility requirements. The residences and clubhouse would be equipped with automatic fire suppression systems (sprinklers). Therefore, it is recommended the City Council make this finding.

7. Whether the plan conforms to the purposes of the PUD District:

The proposed PUD development plan conforms to the purposes of the PUD district, and the City's Housing Element. One of the purposes of the PUD district is to ensure the desires of the Applicant and the community are understood and approved prior to the commencement of construction. The proposed project implements the purposes of the PUD Ordinance in this case by providing a residential project that is well-designed and well-integrated with the existing development in the vicinity, that fulfills the desires of the applicant, and that meets the City's General Plan and Housing Element goals and policies. By taking advantage of the flexibility of the PUD district while complementing the minimum development standards of the surrounding residential neighborhoods, the applicant and staff have been able to work together to design the Project in a manner most appropriate for this use. Through the PUD process, the Project has provided the Applicant and the City

with a development plan that optimizes the use of this infill site in a sensitive manner. Therefore, it is recommended the City Council make this finding.

Section 4: The Planning Commission hereby recommends the following to the City Council:

- a. Adopt a resolution adopting the Section 15183 Consistency Checklist for the Project.
- b. Adopt the findings set forth in Section 3 of this Resolution.
- c. Adopt a resolution approving Annexation (P22-1089) and Vesting Tentative Map (Tract 8522), subject to the draft conditions of approval listed in the attached Exhibit A.
- d. Adopt ordinances approving Planned Unit Development plan (PUD-147), and the Pre-Annexation and Development Agreement subject to the draft conditions of approval listed in the attached Exhibit A.
- e. Adopt a resolution directing the City Manager to execute the Affordable Housing Agreement with Foothill Boulevard Holding Company, LLC for the Project.

Section 5: This resolution shall become effective immediately upon its passage and adoption.

PASSED, APPROVED AND ADOPTED by the Planning Commission of the City of Pleasanton at a regular meeting held on June 26, 2024, by the following vote:

Ayes: Commissioners Jain, Pace, Wedge and Chair Gaidos.
 Noes:
 Absent: Commissioners Mohan, Morgan.
 Abstain:

ATTEST:

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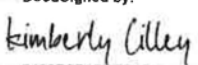
 Melinda Denis
 Secretary, Planning Commission

DocuSigned by:

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 Matt Gaidos
 Chair

APPROVED AS TO FORM:

DocuSigned by:

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 Kimberly Cilley
 Assistant City Attorney

**EXHIBIT A
DRAFT CONDITIONS OF APPROVAL**

**P22-1089, PUD-147, and Tract 8522
4131 Foothill Road (APN 941-0950-003-03), 4141 Foothill Road (APN 941-0950-003-01),
APN 941-0950-003-11, and APN 941- 0950-003-12
June 26, 2024**

The applicant is hereby notified, as part of this approval, that (s)he is required to satisfy and maintain compliance with the conditions of approval below. Where approval by the Director of Community Development, Planning Division, Director of Engineering/City Engineer, City Attorney, Chief Building and Safety Official, Fire Department or other City staff is required, review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations, and accepted practices related to the approval. In addition to complying with the conditions below, the applicant is required to comply with all applicable federal, state, and local laws that pertain to this project whether or not specifically noted herein.

This approval is granted for (1) Adoption of a CEQA Guidelines Section 15183 Consistency Checklist pursuant to the City of Pleasanton Housing Element Update Final Supplemental Environmental Impact Report (FSEIR); (2) the following entitlements: Annexation (P22-1089), a Planned Unit Development (PUD) development plan (PUD-147) to construct a 111-lot residential subdivision, including an age-qualified community with 92 single-family detached homes, 18 affordable senior court-yard detached and duet homes, one existing single-family residence, and related on-and off-site improvements, a Vesting Tentative Map (Tract 8522), and a Pre-Annexation and Development Agreement and (3) an Affordable Housing Agreement located on Assessor Parcel No(s). 941-0950-003-03, 941-0950-003-01, 941-0950-003-11, and 941- 0950-003-12 at 4131 and 4141 Foothill Road. Development shall be substantially as shown on the project materials listed below:

- a. Project plans, Vesting Tentative Map, Visual Simulations, Color and Material Board, etc., Exhibit B, prepared by Dahlin Group, RJA, KTG, and RW Stover and Associates for Foothill Boulevard Holding Company, LLC, dated "Received" on June 15, 2024, and kept on file in the Planning Division of the Community Development Department.
- b. Design Guidelines and Development Standards prepared by Foothill Boulevard Holding Company, dated "Received" on August 3, 2023, and kept on file in the Planning Division of the Community Development Department.
- c. Arborist Report prepared by HortScience for DeSilva Group, dated "Received" in April 2023, and kept on file in the Planning Division of the Community Development Department.

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- d. Archeological Cultural Resources Assessment prepared by Basin Research Associates for DeSilva Group, dated "Received" on January 27, 1997, and October 23, 2023, and kept on file in the Planning Division of the Community Development Department.
- e. Historic Structure Assessment prepared by Design Story Spaces, for Foothill Boulevard Holding Company, dated "Received" on October 23, 2023, and kept on file in the Planning Division of the Community Development Department.
- f. Phase 1 Cultural Resources Assessment prepared by First Carbon Solutions, dated February 1, 2024, and included as Appendix D of the CEQA Section 15183 Consistency Checklist.
- g. Biological Resources Assessment prepared by Olberding Environmental, Inc., for Foothill Boulevard Holding Company, dated "Received" on December 27, 2022, and kept on file in the Planning Division of the Community Development Department. Updated Report Dated November 2023
- h. Geotechnical Report prepared by Berlogar Stevens and Associates, for Foothill Boulevard Holding Company, dated "Received" on December 27, 2022, and kept on file in the Planning Division of the Community Development Department.
- i. Noise and Vibration Assessment prepared by Bollard Acoustical Consultants, Inc., for Foothill Boulevard Holding Company, dated "Received" on December 27, 2022, and kept on file in the Planning Division of the Community Development Department.
- j. Air Quality Assessment prepared by Ramboll., dated May 2023 for Foothill Boulevard Holding Company, dated "Received" on December 27, 2022, and kept on file in the Planning Division of the Community Development Department.
- k. Hydraulic Report prepared by RJA, for Foothill Boulevard Holding Company, dated "Received" on December 15, 2023, and kept on file in the Planning Division of the Community Development Department.
- l. CAP 2.0 Checklist prepared by Foothill Boulevard Holding Company, dated "Received" on August 3, 2023, and kept on file in the Planning Division of the Community Development Department.

The project materials listed above are collectively the "Approved Plans".

THIS APPROVAL IS GRANTED SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. APPROVAL AND REVISIONS: The proposed development shall be in substantial conformance with the "Approved Plans", except as modified by the following conditions. Minor changes to the plans may be allowed subject to the approval of the Director of Community Development if found to be in substantial conformance with the approved

exhibits. Planning Division approval is required before any changes are implemented in site design, grading, architectural design, house colors or materials, green building measures, landscape material, etc.

2. EXPIRATION – RESIDENTIAL PUD: The PUD development plan shall lapse in accordance with the DA from the effective date of this ordinance unless a final or parcel map, as applicable, is approved. If a final or parcel map is approved, the PUD development plan approval shall lapse when the final or parcel map approval expires. If the map is recorded before the final or parcel map expires, then the PUD development approval shall not lapse.
3. CONDITIONS OF APPROVAL CHECKLIST: The applicant shall submit a “Conditions of Approval Checklist” indicating all conditions in Exhibit A have been satisfied, incorporated into the building permit plans or improvements plans, and/or addressed. Said checklist shall be incorporated as one of the first four plan sheets of all building permit and engineering permit plan submittals for review by the City prior to issuance of permits.
4. APPEAL PERIOD: The building permit submittal will only be accepted after completion of the appeal period provided in the Municipal Code unless the applicant submits a signed statement acknowledging the plan check fees may be forfeited in the event the approval is overturned on appeal, or the design is significantly changed as a result of the appeal. In no case will a building permit be issued prior to the expiration of the appeal period.
5. PUD PERIOD: The building permit submittal will only be accepted after the ordinance approving the Planned Unit Development (PUD) development plan becomes effective, unless the applicant submits a signed statement acknowledging the plan check fees may be forfeited in the event the ordinance is overturned. In no case will a building permit be issued prior to the PUD ordinance being in effect.
6. LIABILITY AND INDEMNIFICATION: To the extent permitted by law, the project applicant shall hold harmless, defend (with counsel acceptable to the City), and indemnify the City, its City Council, its officers, commissions, employee and agents from and against any claim, action, or proceeding brought by a third party against the indemnified parties and/or 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 attorneys’ 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.
7. DEVELOPMENT AGREEMENT: Prior to issuance of a Building Permit, the applicant shall execute the City Council-approved Development Agreement. **Project Specific Condition**

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Site Development and Building Design

8. DEVELOPMENT STANDARDS: The project site shall be developed in accordance with the approved PUD Development Plan as shown on the Approved Plans referenced herein. Any subsequent development beyond that shown on the Approved Plans shall be subject to the development standards shown on the Approved Plans and/or, as applicable, the Design Guidelines and Development Standards prepared by Foothill Boulevard Holding Company, dated "Received" on August 3, 2023, and kept on file in the Planning Division of the Community Development Department, also referenced herein. ***Project Specific Condition***
9. BUILDING MATERIALS AND COLORS: The building materials and colors in the Approved Plans shall be stated on the building permit plans.
10. PAVING MATERIALS: The color, material, design, and product specifications for the paving materials used on-site shall be in conformance with the Approved Plans and included with the building permit submittal. Any proposed modifications to the final paving design details shall be subject to review and approval by the Planning Division prior to issuance of building permits.
11. WINDOWS: Manufacturer type, design, material, and installation details for all windows within the project shall be specified for each unit/building in conformance with the Approved Plans in the building permit submittal. Any proposed modifications shall be subject to review and approval by the Planning Division prior to issuance of building permits.
12. SIGN PROGRAM: Site and building signage shall be reviewed under a comprehensive sign program submitted to the Planning Division under a separate application.
13. FENCE/WALL: All fencing and walls shall be shown on the construction plans with the building permit submittal. The design and location must be approved by the Planning Division and comply with all setback requirements.
14. OUTDOOR STORAGE: Outdoor storage shall be prohibited within front yards and portions of lots visible from the street. LIGHTING PLAN: The applicant shall submit a lighting plan with the building permit submittal. The plan shall include photometric contours, manufacturer's specifications on the fixtures, and mounting heights. All exterior lighting including landscape lighting shall be directed downward and designed or shielded so as to not shine onto neighboring properties or streets. The photometrics shall be reviewed and approved by the City Traffic Engineer and Director of Community Development prior to building permit issuance. The type and location of all exterior light fixtures shall be reviewed and approved by the Director of Community Development prior to building permit issuance.

15. **BUILDING SURVEY:** The applicant shall submit a building survey and/or record of survey and a site development plan in accordance with the provisions of Chapter 18.68 of the PMC. These plans shall be approved by the Chief Building Official prior to building permit issuance. The site development plan shall include all required information to design and construct site, grading, paving, drainage, and utilities.
16. **PAD AND SETBACK CERTIFICATION:** The applicant shall submit a pad elevation certification prepared by a California licensed land surveyor or registered civil engineer to the Chief Building Official and Director of Community Development certifying the pad elevations and building locations (setbacks) are conforming to the approved plans, prior to receiving a foundation inspection for the structures.
17. **BUILDING HEIGHT CERTIFICATION:** The applicant shall submit a building height certification prepared by a California licensed land surveyor or civil engineer to the Director of Community Development before the first framing or structural inspection by the Building and Safety Division. The height of the structures shall be surveyed and verified as being in conformance to the approved building heights as shown on Exhibit B or as otherwise conditioned.
18. **FINAL INSPECTION:** Final inspection by the Planning Division is required prior to occupancy.
19. **TRANSFORMERS:** New electrical transformers shall be placed underground, or aboveground and screened from view to the satisfaction of the Director of Community Development. Details of the new electrical transformers, and any screening architecturally compatible with the building, shall be included in the building permit submittal and shall be subject to the review and approval of the Director of Engineering/City Engineer and Director of Community Development prior to building permit issuance.
20. **MECHANICAL EQUIPMENT – SCREENING:** The applicant shall effectively screen from view all ducts, meters, air conditioning equipment, and any other mechanical equipment, whether on the structure, on the ground, or on the roof, with materials architecturally compatible with the building. Screening details shall be shown on the plans submitted for building permit, the adequacy of which shall be determined by the Director of Community Development. All required screening shall be installed prior to final occupancy.
21. **TRASH ENCLOSURE:** All trash, refuse, and recycling shall be contained completely within enclosures. Containers shall be stored within the enclosures at all times except when being unloaded. The enclosures shall be sized to accommodate trash, recycling, and green waste containers in compliance with the Alameda County Mandatory Recycling Ordinance. The materials and colors of any new enclosures shall match or be compatible with the primary building on site and the gates shall be metal or solid wood unless otherwise approved by the Director of Community Development. Elevation

drawings and plan details, including color and material of the enclosures noted, shall be included in the building permit submittal and shall be subject to the review and approval of the Director of Community Development prior to building permit issuance.

22. **RECYCLING AND COMPOSTING PROGRAMS:** The project shall comply with the current City/Pleasanton Garbage Service recycling and composting programs.

Green Building and Sustainability Measures

23. **Climate Action Plan 2.0 Compliance:** Prior to building permit issuance, a GHG Emission Compliance Checklist shall be provided, to the Planning Division for review and approval by the Director of Community Development. The measures shall be shown on the building permit plans submitted to the Building and Safety Division. The Checklist shall include notation indicating the sheet(s) the measure can be found. Prior to building permit final, all of the measures indicated on the approved checklist shall be inspected and approved by the City of Pleasanton.
24. **ALL-ELECTRIC:** This project is to have no new gas infrastructure installed. This shall be noted on the plans submitted for Building Permits.

Construction Practices and Noticing

25. **WORK HOURS:** All demolition and construction activities, inspections, plan checking, material delivery, staff assignment or coordination, etc., shall be limited to the hours of 8 a.m. to 5 p.m., Monday through Saturday. No construction shall be allowed on State or Federal Holidays or Sundays. The Director of Community Development may allow earlier "start times" or later "stop times" for specific construction activities. All construction equipment shall meet Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling devices. Prior to construction, the hours of construction shall be posted on site.
26. **CONSTRUCTION PARKING:** Campers, trailers, motor homes, or any other similar vehicle are not allowed on the construction site except when needed as sleeping quarters for a security guard subject to receipt of a temporary conditional use permit (per PMC 18.116.010.E).
27. **CONSTRUCTION TRAILERS:** A construction trailer shall be allowed to be placed on the project site for daily administration/coordination purposes during the construction period.
28. **CONSTRUCTION AND PARKING MANAGEMENT PLAN:** The applicant shall prepare a construction and parking management plan to address impacts and parking demands during the construction phase of the project. The construction and parking management plan shall be subject to review and approval by the City Traffic Engineer and Director of Community Development prior to issuance of a demolition permit, or the first building

permit, whichever comes first. The following items shall be incorporated into the construction and parking management plan:

- a. Show truck route for construction and delivery trucks that does not include neighborhood residential streets, unless approved by the City Traffic Engineer;
 - b. Show construction vehicles and equipment parking area, materials storage, temporary fencing, construction trailer location, and construction contractors/workers parking area.
 - c. Sidewalk closure or narrowing is not allowed during on-site construction activities without prior approval by the City.
29. PORTABLE TOILETS: Portable toilets used during construction shall be kept on the project site and as far as possible from existing residences and shall be emptied to prevent odor.
30. EXCESS SOIL AND SOIL STOCKPILING: All excess soil from the site shall be off-hauled from the site and disposed of in a lawful manner. No temporary stockpiling of dirt on this site shall occur without specific review and approval by the Director of Community Development.
31. NOTICE OF CONSTRUCTION: Prior to construction, the applicant shall notify neighbors within 300-feet of the project site of the construction schedule in writing. Such notice shall include contact names and numbers for property owner, agent or contractor.
32. DISTURBANCE COORDINATOR: The applicant shall designate a "disturbance coordinator" who shall be responsible for responding to any complaints regarding construction noise, dust, construction parking, etc. The coordinator (who may be an employee of the general contractor) shall determine the cause of the complaint and shall require the implementation of reasonable measures warranted to correct the problem. A telephone number of the disturbance coordinator shall be posted on the construction site fence and on the notification sent to neighbors adjacent to the site. The sign shall also list an emergency after-hours contact number for the disturbance coordinator, or designee.
33. CULTURAL RESOURCES/HUMAN REMAINS: If any prehistoric or historic artifacts, or other indication of cultural resources are found once the project construction is underway, all work shall stop within 20 meters (66 feet) of the find. A qualified archaeologist shall be consulted for an immediate evaluation of the find prior to resuming groundbreaking construction activities within 20 meters of the find. If the find is determined to be an important archaeological resource, the resource shall be either avoided, if feasible, or recovered consistent with the requirements of the State California Environmental Quality Act (CEQA) Guidelines. In the event that human remains are discovered during grading and construction of the project, work shall stop immediately. There shall be no disposition of such human remains, other than in accordance with the

procedures and requirements set forth in California Health and Safety Code Section 7050.5, Public Resources Section 5097.98, and Title 14 California Code of Regulations Section 15064.5. These code provisions require notification of the County Coroner, who may then notify the Native American Heritage Commission, who in turn must notify the persons believed to be most likely descended from the deceased Native American for appropriate disposition of the remains. A similar note shall appear on the building permit and/or improvement plans.

34. FEES: Unless otherwise specified by the project Development Agreement, the applicant shall pay any and all fees to which the property may be subject, prior to issuance of grading and/or building permits, or prior to recordation of the final map, whichever is applicable. The type and amount of the fees shall be those in effect at the time the permit is issued. **Project Specific Condition**
35. WATER FEES AND WATER METER CONNECTION FEES: Unless otherwise specified by the Development Agreement, the applicant shall pay the applicable Zone 7 and City connection fees and water meter cost for any water meters and irrigation meters, if applicable, prior to building permit issuance.
36. SEWER FEES: Unless otherwise specified by the Development Agreement, the applicant shall pay the applicable Dublin-San Ramon Services District (DSRSD) and City sewer permit fees prior to building permit issuance.
37. SCHOOL IMPACT FEES – RESIDENTIAL NEW CONSTRUCTION: Applicant shall pay school impact fees in accordance with the fee schedule established by Pleasanton Unified School District. Written proof of compliance with this condition shall be provided by the applicant to the City, on a form generated by the PUSD, prior to building permit issuance.
38. RECORDED DISCLOSURES: All lots covered by this approval shall include separately recorded disclosure statements or restrictive covenants indicating the following:
 - a. Unless otherwise specified in the Design Guidelines and Development Standards for the project, additions and/or modifications to the structures and garages are prohibited.
 - b. Driveway parking shall be prohibited for any home where the driveway length is less than 23 feet. In no circumstance shall parked vehicles be permitted to overhang or obstruct sidewalks, paths, trails, driveways, or other required access. Boats, trailers, campers, motor homes, and other recreational vehicles are not allowed to be parked or stored on-site, unless effectively screened from view from the street.
 - c. Garages shall not be modified or used for storage in a manner that would interfere with the ability to park two cars within the garages of the units. **Project Specific Condition**
 - d. Wording for these disclosures and covenants shall be written in simple/plain language, shall be submitted to the City Attorney for review and approval prior

to recordation of the final map, and shall be recorded over the project site by separate instrument.

39. **CONDITIONS OF APPROVAL:** The applicant shall provide all initial buyers with copies of the final project conditions of approval.

Environmental

40. **MITIGATION MEASURES/IMPLEMENTATION MEASURES:** As indicated in the project's Section 15183 Checklist, several mitigation measures identified in the Housing Element Update FEIR are applicable to the proposed project:
- MM AIR-1a
 - MM AIR-1b
 - MM BIO-1
 - MM GEO-6
 - MM HAZ-2
 - MM NOI-1
 - MM TRANS 2

The following measures from the Housing Element Update FEIR shall be implemented:

- **MM AIR-1a:** Prior to the issuance of a grading or building permit, whichever is sooner, the project applicant for a potential site for rezoning shall submit an air quality construction plan detailing the proposed air quality construction measures related to the project such as construction phasing, construction equipment, and dust control measures, and such plan shall be approved by the Director of Community Development. Air quality construction measures shall include Basic Construction Mitigation Measures, as approved by the Bay Area Air Quality Management District (BAAQMD) in 2017, and, where construction-related emissions would exceed the applicable thresholds, Additional Construction Mitigation Measures, as recommended by the BAAQMD, shall be implemented to reduce emissions to acceptable levels. The air quality construction plan shall be included on all grading, utility, building, landscaping, and improvement plans during all phases of construction and for access roads, parking areas, and staging areas at construction sites.
- **MM GEO-6:** A professional paleontologist, approved by the City of Pleasanton, shall conduct a site-specific paleontological resources survey on the potential sites for rezoning

If any of the potential sites for rezoning are found to be underlain by older Quaternary deposits, or any other soil with the potential to contain vertebrate fossils due to their high paleontological sensitivity for significant resources, applicants, owners and/or sponsors of all future development or construction

projects shall be required to perform or provide paleontological monitoring, if recommended by the qualified paleontologist. Should significant paleontological resources (e.g., bones, teeth, well-preserved plant elements) be unearthed by a future project construction crew, project activities shall be diverted at least 15 feet from the discovered paleontological resources until a professional paleontologist has assessed such discovered resources and, if deemed significant, such resources shall be salvaged in a timely manner. The applicant/owner/sponsor of said project shall be responsible for diverting project work and providing the assessment including retaining a professional paleontologist for such purpose. Collected fossils shall be deposited by the applicant/owner/sponsor in an appropriate repository (e.g., University of California Museum of Paleontology (UCMP), California Academy of Sciences) where the collection shall be properly curated and made available for future research.

In addition, in accordance with the FEIR Mitigation Measures, additional site-specific technical studies were completed, the results of which are documented in the Section 15183 Checklist. The project shall implement the following project-specific requirements, pursuant to the respective FEIR Mitigation Measures listed, and in accordance with the technical studies. For the remaining Mitigation Measures listed above, the technical studies and Section 15183 Checklist conclude that no further study or project-specific implementation is needed:

A. Project-Specific Implementation Measures for Compliance with MM Bio-1:

- General Avoidance and Minimization Measures Included in the East Alameda County Conservation Strategy (EACCS) – The EACCS contains the following general avoidance and minimization measures to reduce the effects on focal species. These measures are taken from Table 3-2: of the EACCS (ICF 2010).
 - Employees and contractors performing construction activities will receive environmental sensitivity training. Training will include review of environmental laws and Avoidance and Minimization Measures (AMMs) that must be followed by all personnel to reduce or avoid effects on covered species during construction activities.
 - Environmental tailboard trainings will take place on an as-needed basis in the field. The environmental tailboard trainings will include a brief review of the biology of the covered species and guidelines that must be followed by all personnel to reduce or avoid negative effects to these species during construction activities. Directors, Managers, Superintendents, and the crew foremen and forewomen will be responsible for ensuring that crewmembers comply with the guidelines.
 - Contracts with contractors, construction management firms, and subcontractors will obligate all contractors to comply with these requirements, and AMMs.
 - The following will not be allowed at or near work sites for covered activities: trash dumping, firearms, open fires (such as barbecues) not required by the activity, hunting, and pets (except for safety in remote locations).

- Vehicles and equipment will be parked on pavement, existing roads, and previously disturbed areas to the extent practicable.
 - Off-road vehicle travel will be minimized.
 - Vehicles will not exceed a speed limit of 15 mph on unpaved roads within natural land-cover types, or during off-road travel.
 - Vehicles or equipment will not be refueled within 100 feet of a wetland, stream, or other waterway unless a bermed and lined refueling area is constructed.
 - Vehicles shall be washed only at approved areas. No washing of vehicles shall occur at job sites.
 - To discourage the introduction and establishment of invasive plant species, seed mixtures/straw used within natural vegetation will be either rice straw or weed-free straw.
 - Pipes, culverts and similar materials greater than four inches in diameter, will be stored so as to prevent covered wildlife species from using these as temporary refuges, and these materials will be inspected each morning for the presence of animals prior to being moved.
 - Erosion control measures will be implemented to reduce sedimentation in wetland habitat occupied by covered animal and plant species when activities are the source of potential erosion problems. Plastic mono-filament netting (erosion control matting) or similar material containing netting shall not be used at the project. Acceptable substitutes include coconut coir matting or tackified hydroseeding compounds.
 - Stockpiling of material will occur such that direct effects to covered species are avoided. Stockpiling of material in riparian areas will occur outside of the top of bank, and preferably outside of the outer riparian dripline and will not exceed 30 days.
 - Grading will be restricted to the minimum area necessary.
 - Prior to ground disturbing activities in sensitive habitats, project construction boundaries and access areas will be flagged and temporarily fenced during construction to reduce the potential for vehicles and equipment to stray into adjacent habitats.
 - Significant earth moving-activities will not be conducted in riparian areas within 24 hours of predicted storms or after major storms (defined as 1-inch of rain or more).
 - Trenches will be backfilled as soon as possible. Open trenches will be searched each day prior to construction to ensure no covered species are trapped. Earthen escape ramps will be installed at intervals prescribed by a qualified biologist.
- Species-Specific Avoidance and Minimization Measures – The EACCS also includes species-specific AMMs. The species-specific AMMs for burrowing owls are described below. These measures are taken from Table 3-3 of the EACCS (ICF 2010).
 - BIRD-2: Burrowing Owl
 - If an active nest is identified near a proposed work area work will be conducted

- outside of the nesting season (March 15 to September 1).
- If an active nest is identified near a proposed work area and work cannot be conducted outside of the nesting season, a no-activity zone will be established by a qualified biologist. The no-activity zone will be large enough to avoid nest abandonment and will at a minimum be 250-foot radius from the nest. This buffer is based on the recommended guidelines described in the “Staff Report on Burrowing Owl Mitigation” by the CDFW (2012).
 - If burrowing owls are present at the site during the non-breeding period, a qualified biologist will establish a no-activity zone of at least 150 feet.
 - If an effective no-activity zone cannot be established in either case, an experienced burrowing owl biologist will develop a site-specific plan (i.e., a plan that considers the type and extent of the proposed activity, the duration and timing of the activity, the sensitivity and habituation of the owls, and the dissimilarity of the proposed activity with background activities) to minimize the potential to affect the reproductive success of the owls.
- U.S. Army Corps of Engineers Authorization – If any impacts are to occur to Corps jurisdictional wetlands or waters, then a Section 404 Nationwide or Individual permit will be required.
 - State Authorization – If any impacts are to occur to wetlands or waters subject to CDFW or RWQCB jurisdiction (Waters of the State), then a Section 401 permit will be required, and a Streambed Alteration Agreement may be required.
 - On-Site Wetland/Waters Mitigation – If work proposed on the Property includes impacts to Corps or State jurisdictional features, then on-site mitigation will be implemented. The proposed Project currently includes the design of on-site mitigation to be provided at a 2:1 ratio. The mitigation features will be constructed in portions of the Property currently identified as upland areas. This on-site mitigation would reduce project impacts to jurisdictional features to “less than significant”.
 - Rare Plant Survey – While special-status plants are not likely to occur on the Property, a rare plant survey of the Property in accordance with CDFW and CNPS guidelines should be within one year of the start of construction to ensure that impacts to special-status plants are less than significant. The survey should be scheduled to coincide with the identified blooming or identification periods for those species having potential to occur (April through June). Any rare, threatened, or endangered plant species that are observed should be identified and mapped. If any of these species are found, consultation with the USFWS and/or CDFW may be required regarding appropriate mitigation. Mitigation will likely include avoidance of the population or collection and redistribution of seeds.

- **Pre-Construction Avian Survey** – If Project construction-related activities take place during the nesting season (February through August), preconstruction surveys for all nesting birds (including waterfowl, passerines, raptors, and other birds) within and adjacent to (within 1,000 feet) the Property should be conducted by a competent biologist 14 days prior to the commencement of the tree removal or site grading activities. Surveys should focus on areas where birds are likely to nest, including trees, shrubs, grasslands, rock faces, stream banks, or under eaves of structures. If any bird listed under the Migratory Bird Treaty Act is found to be nesting within the project site or within the area of influence, an adequate protective buffer zone should be established by a qualified biologist to protect the nesting site. This buffer shall be a minimum of 75 feet from the project activities for small passerine birds, and a minimum of 250 feet for raptors. The distance shall be determined by a competent biologist based on the site conditions (topography, if the nest is in a line of sight of the construction and the sensitivity of the birds nesting). The nest site(s) shall be monitored by a competent biologist periodically to see if the birds are stressed by the construction activities and if the protective buffer needs to be increased. Once the young have fledged and are flying well enough to avoid project construction zones (typically by August), the project can proceed without further regard to the nest site(s). Active nests, including those in the process of being constructed shall not be disturbed. Surveys shall be repeated in areas where Project activities lapse for a period of 7 days or more.
- **Burrowing Owl Surveys** – A burrowing owl pre-construction survey should take place before any construction activities commence. Occupancy of burrowing owl habitat is confirmed at a site when at least one burrowing owl or its sign at or near a burrow entrance is observed within the last three years. If a burrowing owl or sign is present on the Property three additional protocol level surveys will be initiated. Once these surveys have been completed to identify the owl's location, disturbance buffers should be placed around each active burrow. No disturbance should occur within 250 feet of occupied burrows during the breeding season (February 1 through August 31) and/or within 160 feet of occupied burrows during non-breeding season (September 1 through January 31). Pre-construction surveys shall be completed 14 days prior to initiating activities.
- **Special-status Bats Surveys** – For all Project activities planned in or adjacent to potential bat roosting habitat, such as structures and/or involving woody vegetation modification or removal of any and all trees, a qualified biologist shall conduct daytime and evening acoustic surveys in addition to extensive visual surveys of potential habitat for special-status bats at least 7 days prior to initiation of Project activities. If bats are found on-site, a qualified biologist shall identify the species, estimated quantity present, roost type, and roost status, but shall avoid disturbing bats during surveys. A qualified biologist shall also create a Bat Mitigation and Monitoring Plan if special-status bat species are detected prior to the start of Project activities. The Bat Mitigation and Monitoring Plan shall include: (1) an assessment of all Project impacts to special-status bats, including noise

disturbance during construction; (2) effective avoidance and minimization measures to protect special-status bats; (3) and compensatory mitigation for permanent impacts to special-status bats or their nesting/roosting habitat. If structures, trees, or other refugia equivalents are slated for limbing, removal, or modification, the Bat Mitigation and Monitoring Plan shall include the following measures:

- To ensure that special-status bats have left potential roosting refugia, work shall occur over the course of two days. On the first day, smaller limbs or items from the identified trees or structures shall be brushed back or modified in the late afternoon. This disturbance should cause any potential roosting bats to seek other roosts during their nighttime foraging. The remainder of the refugia item can then be further limbed or removed as needed on the second day as late in the afternoon as feasible. If bats are found injured, or if bat mortality occurs during the course of tree work, a qualified biologist shall record the species impacted, and the number of individuals documented.
- Tree limbing, modification, removal, or work on structural refugia shall not be performed under any of the following conditions: during any precipitation events, when ambient temperatures are below 4.5 degrees Celsius, when windspeeds exceed 11 miles per hour, and/or any other condition which may lead to bats seeking refuge.
- If special-status bats are found utilizing a tree, structure, or equivalent for roosting, the Bat Mitigation and Monitoring Plan shall include permanent artificial roosting habitat installations that shall be adjacent to, and sufficient for, the species observed and associated ecology thereof. Effective buffer zones for the installation and monitoring of the artificial roosts shall be determined and established by a qualified biologist.
- Erosion Control – Grading and excavation activities could expose soil to increased rates of erosion during construction periods. During construction, runoff from the Property could adversely affect aquatic life within the adjacent water features. Surface water runoff could remove particles of fill or excavated soil from the site, or could erode soil down-gradient, if the flow were not controlled. Deposition of eroded material in adjacent water features could increase turbidity, thereby endangering aquatic life, and reducing wildlife habitat. Implementation of appropriate mitigation measures would ensure that impacts to aquatic organisms would be avoided or minimized. Mitigation measures may include best management practices (BMP's) such as hay bales, silt fencing, placement of straw mulch and hydro seeding of exposed soils after construction as identified in the Storm Water Pollution Prevention Plan (SWPPP).

B. Project-Specific Implementation Measures for Compliance with MM NOI-1:

- To the maximum extent practical, the following measures should be incorporated into the project construction operations:
 - Noise-generating construction activities shall not occur within the hours identified in Noise Ordinance Section 9.04.100.
 - Locate stationary construction equipment as far from adjacent occupied buildings as possible.
 - All noise-producing project equipment and vehicles using internal-combustion engines shall be equipped with manufacturers-recommended mufflers and be maintained in good working condition.
 - All mobile or fixed noise-producing equipment used on the project site that are regulated for noise output by a federal, state, or local agency shall comply with such regulations while in the course of project activity.
 - All construction equipment must meet California Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling devices.
 - Electrically powered equipment shall be used instead of pneumatic or internal-combustion-powered equipment, where feasible.
 - Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.
 - Select routes for movement of construction-related vehicles and equipment so that noise-sensitive areas, including residences, and outdoor recreation areas, are avoided as much as possible
 - Project area and site access road speed limits shall be established and enforced during the construction period.
 - Nearby residences shall be notified of construction schedules so that arrangements can be made, if desired, to limit their exposure to short-term increases in ambient noise levels.
 - Designate a noise disturbance coordinator who will be responsible for responding to complaints about construction noise. The telephone number of the noise during disturbance coordinator shall be conspicuously posted at the construction site and shall be provided to the City of Pleasanton. Copies of the construction schedule

- The following measures should be incorporated into the building facade construction:
 - For the seven (7) lots located nearest to Interstate 680, the north-, east-, and south-facing upper-floor building facades should maintain minimum window assembly STC ratings of 32. Figure 2 [in the Noise and Vibration Assessment prepared by Bollard Acoustical Consultants, Inc., dated "Received" on December 27, 2022], illustrates the facades requiring improved STC rated windows.
 - Standard residential construction practices (wood or stucco siding, STC-27 windows, door weather-stripping, exterior wall insulation, composition plywood roof) would be adequate for the remainder of the development.
 - Mechanical ventilation (air conditioning) should be provided for all residences in

this development to allow the occupants to close doors and windows as desired to achieve compliance with the applicable interior noise level criteria.

HOUSING DIVISION – 925-931-5007

41. AFFORDABLE HOUSING AGREEMENT: Prior to issuance of a Building Permit, the applicant shall execute the City Council-approved Affordable Housing Agreement. ***Project Specific Condition***
42. NEW HOME AGE RESTRICTIONS: The age restrictions for the new homes, but not the existing residence to remain, shall be recorded as part of the project CC&Rs. ***Project Specific Condition***

BUILDING AND SAFETY DIVISION – 925-931-5300

43. BUILDING AND FIRE CLEARANCE: Prior to issuance of a business license, the applicant shall contact the Building and Safety Division and the Fire Department to ensure the proposed use of the tenant space meets Building and Fire Code requirements. If required, the applicant shall obtain all appropriate City permits.
44. PHASED OCCUPANCY: If building occupancy is proposed to be phased, the applicant shall submit a phasing plan to the Chief Building and Safety Official for review and approval.
45. DIGITAL PLAN SUBMITTAL REQUIREMENT – COMMERCIAL, SINGLE-FAMILY RESIDENTIAL, MULTI-FAMILY RESIDENTIAL AND CONDOMINIUM PROJECTS: The applicant shall submit site plan and building information to the City's Geographic Information Services (GIS) Division in a digital format prior to issuance of the building permit. All changes or revisions to the approved plans during construction which affect the digital submittal, shall be resubmitted for GIS review no later than 1 month prior to scheduling a final inspection. The updated digital submittal will be checked and approved before the building permit will be finalized and certificate of occupancy granted (if applicable). For phased project, the digital submittal must be approved prior to the first occupancy of any phase. The information will be used for public safety and emergency response planning by the Police and Fire Departments. Refer to the "Digital Plan Submittal Requirements" for necessary data and file formatting requirements.
46. UNIVERSAL DESIGN – In addition to meeting the minimum requirements of the California Residential Code for each home at the time of Building Permit submittal, with respect to Aging in Place Design and Fall Protection (Section R327), unless otherwise approved by the Community Development Director, each unit shall include, on the ground floor only, an internal accessible route of travel with a minimum clearance of 42" at the hallways. One (1) bedroom and one (1) bathroom on this route will have a 32" minimum clear door opening. This bathroom shall also meet the clearances in

compliance with Chapter 11A of the CBC at the time of Project approval and will have blocking in walls for future installation of grab bars.

PUBLIC WORKS DEPARTMENT – ENGINEERING/LAND DEVELOPMENT – 925-931-5650

47. STREET A: If Street A will be dedicated to the City as a public road, then it must be constructed according to Pleasanton standards to accommodate public traffic and minimize the City's future maintenance burden. The City cannot maintain the "Decorative Stamped Colored Asphalt Paving" shown on Sheets L2 and L3. The acceptable material for public roadway surfacing is conventional hot mix asphalt. If the applicant elects to install non-conventional paving materials, this pavement shall be privately maintained according to an agreement/perpetual encroachment permit between the City and the owner's association. The landscaping and related features within the cul-de-sac island, as shown on Sheet L3, shall be privately maintained according to an agreement/perpetual encroachment permit between the City and the owner's association. (Address this condition prior to approval of the final map) ***Project Specific Condition***

48. ANNEXATION AND RIGHT-OF-WAY DEDICATION ON FOOTHILL ROAD: Sufficient right-of-way shall be irrevocably offered for dedication to the City pursuant to California Government Code §7050 to accommodate the needed road widening contemplated in the Fehr & Peers transportation assessment. Annexation of the property into the City of Pleasanton shall also include the segment of Foothill Road (also described as County Road 1933) that is currently within Alameda County abutting the property, comprising approximately 275 linear feet of roadway extending between the current northern and southern City limit line. at 3984 Foothill Road (APN 941-2100-2-7). (Address this condition prior to approval of the final map) ***Project Specific Condition***

49. DEMOLITION OF EXISTING HOME AT 4131 FOOTHILL ROAD: The proposed demolition of the home at 4131 Foothill Road will necessitate termination of the existing water service. The applicant shall contact the City's Utilities Division for termination of Account 6399-12000-01 together with removal of the 1" meter #55786233. Fee credit for this water service can be applied to one of the proposed homes within the subdivision. (Address this condition prior to issuance of a demolition permit) ***Project Specific Condition***

50. CORROSIVE SOIL: Section 7.13 of the Design Level Geotechnical Investigation by Berlogar Stevens Associates indicates that soil samples were found to be "moderately corrosive". The report includes the following recommendation which shall be implemented during development of the property: "All buried iron, steel, cast iron, ductile iron, galvanized steel and dielectric coated steel or iron should be properly protected against corrosion depending upon the critical nature of the structure. All buried metallic pressure piping such as ductile iron firewater pipelines should be protected against corrosion." (Address this condition prior to approval of the subdivision improvement plans) ***Project Specific Condition***

51. **FOOTHILL ROAD STORM PIPES:** The storm drain network relies on connections to or extensions of existing storm drainpipes, one at the west end of Lot 89 where an existing 24" CMP passes beneath Foothill Road, and one at the south end of Parcel F where connection to an existing 36" pipe is proposed. The condition of these existing pipes shall be verified by the applicant through video inspection. If either pipe is deteriorated beyond its service lift, then the replacement of the pipe, or rehabilitation in a manner acceptable to the City Engineer, shall be included with the project. (Address this condition prior to approval of the subdivision improvement plans) ***Project Specific Condition***
52. **DETENTION BASIN:** Because the depth of water within the Parcel F detention basin will rise above 18", it is considered a drowning risk for children. The California Building Code requires said basins to be enclosed with a fence that includes self-closing, self-latching gates with hardware elevated at least 54 inches from the ground to discourage easy access by children. The fence must be at least 60"-high and have a maximum vertical clearance of 2" from the ground to the bottom of the fence. There must be no gaps, voids or other features that may allow a child under 5 years old to climb over. If a chain-link fence is proposed, it must be non-climbable. (Address this condition prior to approval of the subdivision improvement plans) ***Project Specific Condition***
53. **EMERGENCY OVERLAND FLOW:** If the proposed network of ditches and pipes becomes plugged or overwhelmed by a greater than 15-year storm event, the site must accommodate emergency overland flows without inundating any of the residential structures. The greatest flooding threat will come from flows that originate west of Foothill Road and then drain across the subdivision. The proposed development must be designed to accommodate emergency flows (assumed to be the 50-year storm according to the City's design standards). (Address this condition prior to approval of the subdivision improvement plans) ***Project Specific Condition***
54. **FEMA FLOOD ZONE:** According to Sheet C-2, Lot 27 will include a new home within the boundary of FEMA Flood Zone AH, although the pad will be filled to lift the home out of the flood plain. The applicant is required to file a LOMR-F (letter of map revision based on fill) with FEMA. Permits for this home cannot be issued until the LOMR-F has been approved by FEMA, with a copy of said approval provided to the City. (Address this condition prior to approval of the subdivision improvement plans) ***Project Specific Condition***
55. **SANITARY SEWER NETWORK MODELING:** A site-specific analysis of the proposed sanitary sewer network was commissioned with the City's consultant, Woodard & Curran. Woodard & Curran's analysis offered the following recommendation: A manhole at the Lemonwood Way intersection is suspected of splitting flows. Some of the flows continue north on Muirwood while some are directed east on Lemonwood and then south into the 8" pipe that extends across the east end of the Merritt property. Woodard & Curran recommends the split at Lemonwood Way be plugged such that all Muirwood flows continue north. (Address this condition prior to approval of the subdivision improvement plans) ***Project Specific Condition***

56. WATER NETWORK MODELING: A site-specific analysis of the proposed water network was commissioned with the City's consultant, Akel Engineering Group. Akel's analysis offered the following recommendations: Pressures below 25 psi are expected at Lots 1, 2, and 3 on the west side of the project and it is recommended a parallel main be constructed to connect to the 510 Pressure Zone pipeline in Foothill Road. This will increase pressure to approximately 34 psi during peak hours. Pressures at lots 1, 2, 3, 11, and 12 will be below the criteria of 40 psi during peak hour demands. The low pressures range from 34 psi (Lots 1, 2, and 3) to 39 psi (Lots 11 and 12). Individual booster pumps would be required for these lots. In addition, those lots served by individual booster pumps shall enter into a *Maintenance Covenant, Assumption of Risk, Release of Claims, and Covenant Not to Sue* in a form acceptable to the City Attorney's Office in conformance with Pleasanton Municipal Code §14.04.050(E). **Project Specific Condition**
57. EXISTING SEPTIC SYSTEMS: Any existing septic tanks within the property shall be identified on the plans. Said systems must be properly abandoned in accordance with Alameda County Code of Ordinances §15.18.070C. (Address this condition prior to approval of the subdivision improvement plans) **Project Specific Condition**
58. GROUNDWATER WELLS: Any existing groundwater wells that will no longer be needed for water supply to the existing home or irrigation shall be properly demolished according to permit(s) issued by Zone 7 Water Agency in accordance with Alameda County General Ordinance 0-2015-20. (Address this condition prior to approval of the subdivision improvement plans) **Project Specific Condition**
59. CONDITIONS OF APPROVAL: These Conditions of Approval shall be depicted on a plan sheet(s) in the submitted plans for construction. (Address this condition prior to subdivision improvement plan approval)
60. ENGINEERING DIVISION FEES FOR SERVICE: The Engineering Division assesses fees for services including plan-check, permit issuance, and inspection according to the City's adopted Master Fee Schedule. These fees are separate and distinct from fees assessed by the Community Development Department (including Planning and Building Division fees). The applicant is responsible for payment of all Engineering Division fees prior to services rendered or permit issuance, whichever is first. (Address this condition prior to subdivision improvement plan approval)
61. CITY ENGINEER SIGNATURE BLOCK: The following signature block shall be depicted on the first sheet of the plans submitted for construction: "Approval of these plans is for work within the street right-of-way and public utility systems within Public Services Easements unless otherwise noted. Approval of these plans does not release the developer of the responsibility for the correction of mistakes, errors, or omissions contained therein. If during the course of construction of the improvements public interest requires a modification or a departure from the specification and details of the City of Pleasanton or these plans, the City Engineer shall have the authority to require

such modification or departure and to specify the manner in which same is to be made. Approved as to design only based upon information submitted hereon this [DAY] of [MONTH], [YEAR]. [NAME PROVIDED BY CITY], P.E., City Engineer, [DATE] (Address this condition prior to subdivision improvement plan approval)

62. DESIGN PER CITY STANDARDS: All public improvements shall be designed in conformance with the City of Pleasanton Municipal Code and the City's adopted Standard Specifications and Details in effect at the time of issuance of the permit(s). Said standards are available for download at: <http://www.cityofpleasantonca.gov/gov/depts/engineering/standard.asp> (Address this condition prior to subdivision improvement plan approval)
63. ROADWAY DESIGN STANDARDS: All roads constructed or improved by the applicant shall conform to the design standards contained in Pleasanton Municipal Code Chapter 19.36. For standards not explicitly described in the Code, the following State of California Department of Transportation (Caltrans) standards shall be followed: Highway Design Manual, and the California Manual on Uniform Traffic Control Devices (CA MUTCD), latest editions. The City also references design standards from "A Policy on Geometric Design of Highways and Streets" (latest edition) as published by the American Association of State Highway and Transportation Officials (AASHTO). Any deviations from standards must be approved by the City Engineer. (Address this condition prior to subdivision improvement plan approval)
64. HOT-MIX ASPHALT PAVEMENT DESIGN STANDARDS: Public roadways and parking lots shall be surfaced with hot-mix asphalt (HMA) as designed according to Chapter 630 "Flexible Pavement" of the Caltrans Highway Design Manual, unless otherwise approved by the City Engineer. The following minimum standards shall apply to the design:
- a. Minimum design life = 20-years
 - b. R-value of the underlying soil shall be R = 5 minimum. A higher R-value will be allowed only through analytic testing by a licensed geotechnical engineer or engineering geologist.
 - c. Asphalt Binder classification shall be PG 64-10.
 - d. Minimum Traffic Index (TI) shall be as follows. A lower TI will be considered only when justified by analytic calculations performed by a licensed civil or traffic engineer according to the Caltrans Highway Design Manual Chapter 613.
 - i. Public parking lot: $TI_{min} = 4.5$
 - ii. Local Street: $TI_{min} = 5.0$
 - iii. Residential collector street: $TI_{min} = 6.0$
 - iv. Collector street: $TI_{min} = 7.0$
 - v. Arterial street: $TI_{min} = 9.0$
 - e. Minimum thickness of HMA layer = 3 inches
 - f. Minimum thickness of total structural section = 8 inches (regardless of R-value)
- (Address this condition prior to subdivision improvement plan approval)

65. **STREETLIGHTS:** Streetlights to be owned and maintained by the City shall include a light-emitting diode (LED) lamp and driver compliant with UL 1598. The luminaire must be dark-sky compliant with correlated color temperature (CCT) not greater than 4,000K.

For safety lighting at signalized intersections, electricity for the lights shall come from a dedicated circuit fed from the traffic signal's electrical panel. The circuit shall be controlled by a photocell that energizes the light only during nighttime hours.

For free-standing streetlights on dedicated poles, the electricity shall be fed from an unmetered secondary electrical circuit provided by PG&E. A photocell on each fixture shall control operation of the lamp. Free-standing fixtures are subject to PG&E's LS2A "Customer-owned Street and Highway Lighting" rate schedule. The applicant shall provide verification of total energy consumption of luminaire to PG&E prior to connection. Billing for LS2A electricity consumption must be transferred to the City upon acceptance of the streetlight installation.

Streetlights must have an electronic type photo control meeting ANSI standard C136.10 with a turn-on value of 1.0 foot-candles and a turn off value of 1.5 foot-candles. Electro-mechanical or thermal type photo controls and not allowed.

Streetlights must have badge numbers on each pole. Badge numbers must be affixed to the pole 9 feet from ground level facing the street-side and be legible from the ground.

A streetlight wattage sticker needs to identify the actual total wattage consumed, be visible from the ground, be of a size and type acceptable to PG&E showing total fixture energy use in watts and must be installed on each fixture.

Streetlights connected to existing joint utility poles are generally not allowed unless authorized by the City Engineer.

(Address this condition prior to subdivision improvement plan approval)

66. **CLEAN WATER PROGRAM (HYDROMODIFICATION PROJECTS):** Because the project creates and/or replaces more than 43,560 square feet (1.00 acre) of impervious surface, increases impervious surface over pre-project conditions, and is located in a susceptible area, it is considered a Hydromodification (HM) Project according to Provision C.3.g of the Municipal Regional Stormwater NPDES Permit. Said permit regulates stormwater runoff in Pleasanton. The Alameda Countywide Clean Water Program developed a C.3 Guidance Manual to assist applicants in addressing these regulations. The Guidance Manual is available for download at:

<https://www.cleanwaterprogram.org/businesses/development.html>

HM projects must include stormwater treatment measures in the site design to cause no increase in the erosion potential of the receiving stream over the pre-project (existing) condition. To demonstrate compliance, the City encourages use of the Bay Area

Hydraulic Model (BAHM). The model software can be downloaded at no cost from Clear Creek Solutions. In addition, HM projects must be subject to a Stormwater Treatment Measure Maintenance Agreement between the City and property owner to assure long-term maintenance of the installed measures. The City will provide a template agreement. Once executed, the agreement must be recorded against the property. (Address this condition prior to subdivision improvement plan approval)

67. **GEOTECHNICAL RECOMMENDATIONS:** Recommendations from the project's geotechnical investigation, as prepared by a California-licensed Geotechnical Engineer or Certified Engineering Geologist, shall be incorporated into the design of the improvements and/or explicitly noted on the plans. The author(s) of the geotechnical investigation shall certify on the plans that the design complies with their recommendations. During construction, the applicant must follow all recommendations. (Address this condition prior to subdivision improvement plan approval)
68. **ALQUIST-PRIOLO EARTHQUAKE FAULT ZONING ACT:** According to California Public Resources Code Section 2621 et seq. this application is subject to the Alquist-Priolo Earthquake Fault Zoning Act. The California Code of Regulations (14 CCR §3603) requires recommendations from a licensed Geotechnical Engineer or Geologist to be followed for any development within a delineated earthquake fault zone. Said fault zone shall be shown and labeled on the applicant's development plans. The Geotechnical Engineer or Geologist shall certify on the plans that all recommendations have been addressed in the design. (Address this condition prior to subdivision improvement plan approval)
69. **SUBDIVISION MAPS:** The subdivision of land is governed by Pleasanton Municipal Code Title 19, as well as the California Government Code §§66410-66499.85 (Subdivision Map Act). All maps are subject to review and approval by the City Engineer. Recordation of the subdivision map or maps shall be coordinated by the applicant's title company, with one full-sized mylar copy of the recorded map returned to the City.

The following statement shall be included on the cover sheet of the map: "I, Adam Nelkie, P.E., City Engineer of the City of Pleasanton, County of Alameda, State of California, do hereby state that I have examined the herein embodied map entitled "[MAP NAME/NUMBER]" consisting of [NUMBER OF SHEETS] sheets, this statement being on Sheet 1 thereof and that the [PARCEL OR TRACT] map was presented to me as provided by local ordinance. This map conforms with the requirements of the Subdivision Map Act and of any local ordinances applicable at the time of approval of the tentative map, and the subdivision as shown is substantially the same as it appeared on the tentative map, if any, and any approved alterations thereof. The name of the subdivider is as shown on the statement of owner upon this sheet."

For parcel maps, add the following: "The dedications and/or easements shown as [LIST] upon said map thereon offered for dedication are hereby accepted for the purpose for which offered."

Adam Nelkie, P.E., Registration No. 78830, City Engineer, City of Pleasanton, County of Alameda, State of California [SIGNATURE LINE], [DATE], [SPACE FOR STAMP]"
(Address this condition prior to final map approval)

70. CITY CLERK'S STATEMENT: For final maps, the following statement shall be included on the cover sheet of the map: "I, Jocelyn Kwong, City Clerk and Clerk of the Council of the City of Pleasanton, County of Alameda, State of California, do hereby state that this final map entitled "[MAP NAME/NUMBER]" consisting of [NUMBER OF SHEETS] sheets, this statement being on Sheet [NUMBER] thereof, was presented to said Council of the City of Pleasanton, as provided by law at a regular meeting held on the [DAY] day of [MONTH], [YEAR] and that said Council of the City of Pleasanton did thereupon by motion duly passed and adopted at said meeting, approved said map and accepted on behalf of the public all parcels of land and easements as offered for dedication to the City of Pleasanton for public use in conformity with the terms of the offer of dedication. The names of the subdividers are as shown on the Owner's Statement upon Sheet 1. In witness whereof, I have hereunto set my hand this [DAY] day of [MONTH], [YEAR]. Jocelyn Kwong, City Clerk, City of Pleasanton, Alameda County, State of California [SIGNATURE LINE]". (Address this condition prior to final map approval)
71. SUBDIVISION IMPROVEMENT AGREEMENT: Public improvements required as part of the subdivision must be either completed to the satisfaction of the City Engineer prior to map approval, or guaranteed by a Subdivision Agreement. The agreement requires the applicant to post financial security in the form of either a cash deposit, letter of credit, or surety bonds in amounts equivalent to the value of the public improvements. If surety bonds are utilized, the form of the bond language shall be consistent with California Government Code §66499.1 for faithful performance and §66499.2 for labor and materials. The amounts of the bonds shall be 100% of the total estimated value of the public improvements consistent with §66499.3. In addition, the City requires a warranty bond (often referred to as a maintenance bond) for 10% of the estimated value. The warranty bond shall be active for one-year following formal acceptance of the improvements. All submitted securities are subject to review and approval by the City Attorney. In addition, final maps and the associated Subdivision Agreement are subject to approval by the City Council. (Address this condition prior to final map approval)
72. CITY SURVEYOR: The City utilizes the services of an outside consultant to certify the technical accuracy of subdivision maps as City Land Surveyor pursuant to California Government Code §66451.1. In order to provide this service, the consultant will submit a proposal to the City for the estimated cost of the work. The estimate will be presented to the applicant together with the City's administrative markup according to the City's adopted Master Fee Schedule. Review of the subdivision map cannot commence until the applicant has submitted payment to the City for these costs. If the ultimate fee at the conclusion of the work is less than this payment, the applicant will be refunded the difference. If the ultimate fee is more than this payment, then the applicant shall submit payment for the difference before the consultant certifies the map.

The following statement shall be included on the cover sheet of the map: "I, [NAME PROVIDED BY CITY], P.L.S, Acting City Surveyor for the City of Pleasanton, Alameda County, California, do hereby state that I have examined this map entitled "[MAP NAME/NUMBER]", and I am satisfied that said map is technically correct. [SIGNATURE LINE], [DATE], [SPACE FOR STAMP]" (Address this condition prior to final map approval)

73. DEDICATIONS TO THE CITY: Dedications to the City shall conform to the following standards whether dedicated on a subdivision map or by recorded separate instrument:

For final maps, right-of-way dedications for roadways or similar access shall be offered irrevocably to the City as an easement for public purposes pursuant to California Government Code Sections 7050 and 66439(d)(3) including the right to install and operate public utilities. Right-of-way is defined in Pleasanton Municipal Code §13.04.010.

Public Service Easements (PSE) shall be granted to the City in accordance with Pleasanton Municipal Code §19.24.190 and 19.36.110. PSEs shall be offered as an easement for public purposes including but not limited to installation, construction, access, and maintenance of all public services facilities above and below the ground surface including poles, wires, conduits, vaults, cabinets, sanitary sewers, storm drains, gas lines, and water lines as well as all those public utilities and appurtenances thereto as subject to regulation under Pleasanton Municipal Code Chapter 13.04. Consistent with California Government Code Section 66439(d)(3), the offer shall include the statement, "The real property described below is dedicated as an easement for public purposes..."

Dedications in fee title shall only be granted upon approval by the City Engineer. Consistent with California Government Code Section 66439(d)(2), the offer shall include the statement, "The real property described below is dedicated in fee for public purposes..." (Address this condition prior to recordation of map or separate instrument title documents granting rights to the City)

74. DATUM FOR VERTICAL CONTROL: Vertical control surveying for all improvements to be constructed shall be based on the North American Vertical Datum of 1988 (NAVD 88). Any benchmarks used that relied on the National Geodetic Vertical Datum of 1929 (NGVD 29) shall be converted to NAVD 88 when presented on plans. The location of the benchmark and source of data must also be disclosed on the plans. (Address this condition prior to subdivision improvement plan approval)
75. SURVEY MONUMENTS FOR HORIZONTAL CONTROL: Final maps shall include sufficient durable survey monuments to allow the subdivision to be retraced in conformance with Pleasanton Municipal Code §19.24.220. Setting of monuments shall be in accordance with California Government Code §66495-66498. The surveyor shall give notice to the City Engineer when final monuments have been set, and when

payment for said work has been received from the subdivider. (Address this condition prior to acceptance of improvements)

- 76. **STORMWATER HYDRAULICS:** The City's storm drainage network has been designed in accordance with the Alameda County Hydrology and Hydraulics Manual published by the Alameda County Flood Control & Water Conservation District. Said manual is available for download at:

<https://acffloodcontrol.org/the-work-we-do/the-work-we-do-hydrology-manual/>

The City is located in Zone 7, and its storm drain pipe network is considered a secondary facility. Any connections to, additions, or upgrades to the City's pipe network shall be designed in accordance with the manual. Calculations submitted for review/approval shall be presented in a format consistent with the "Calculation Form – District Rational Method" available in the manual. The calculations shall demonstrate adequate freeboard given the design storm event assuming all bioretention areas are overflowing. Said calculations shall be prepared, stamped, and signed by a California-licensed civil engineer. (Address this condition prior to plan approval)

- 77. **SANITARY SEWER DESIGN STANDARDS:** Connections to the City's sanitary sewer network shall conform to Pleasanton Municipal Code Title 15 "Sewerage". All buildings inhabited by human beings which are not more than 250 feet from the City's sewer network shall be connected. All premises, parcels, and/or lots shall have independent connections to the City's sewer network except under the following conditions:

If a private on-site treatment system has been authorized by both the City and Alameda County Department of Environmental Health.

If multiple premises are located on a single parcel or lot which cannot be subdivided and are all under one ownership.

Public sanitary sewer system shall be designed to satisfy the following minimum standards:

- a. Minimum Manning Coefficient (n) within the pipe = 0.013
- b. Minimum flow velocity = 2 feet per second at least once per day
- c. Maximum flow velocity = 10 feet per second
- d. Maximum depth of flow to pipe diameter (d/D) = 0.75 for dry weather flow conditions
- e. Minimum pipe sizes:
 - i. Laterals = 4 inches diameter
 - ii. Main = 8 inches diameter
 - iii. Force main = 6 inches diameter
- f. Minimum slope per table:

Pipe size in diameter	Minimum slope
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4 inches	0.02 (lateral)
6 inches	0.005 (lateral)
8 inches	0.003
10 inches	0.0025
12 inches	0.0020
15 inches or larger	0.0015

- g. Maximum manhole spacing = 350 feet
- h. Minimum curvature for curved sewer mains: 200 feet or not less than recommended by pipe manufacturer
- i. Minimum pipe cover = 5 feet
- j. Peaking factor shall be Peak Wet Weather Flow divided by Average Dry Weather flow (PF = PWWF/ADWF). Referring to the City's Wastewater Master Plan from August 2007, PF shall be the average of the three events shown on Table 4.5 "Inflow and Infiltration Analysis" for each subbasin. The Basin I.D. is from Figure ES-3. Minimum allowable PF = 2.0.
- l. Backflow prevention devices must be installed if the lowest plumbing fixture of the building is lower than the downstream cleanout overflow device or manhole to assure effluent discharge outside of the building in case the downstream pipe network becomes obstructed.
- m. Fats, Oils, and Grease (FOG) controls: Discharge of FOG to the City's sanitary sewer system shall conform to Pleasanton Municipal Code Chapter 15.44. In addition to other controls, a sampling manhole must be provided immediately downstream of any grease interceptor in accordance with City Standard Drawing 402.
(Address this condition prior to subdivision plan approval)

78. POTABLE WATER SYSTEM DESIGN STANDARDS: All permanent connections to the City's potable water network shall conform to Pleasanton Municipal Code §14.04.050. Any required water pressure and/or flow needed by the applicant beyond that available from the network at the point-of-connection must be provided by the applicant as a private improvement on the customer side of the meter or backflow prevention device. All extensions or upgrades to the potable water network shall be designed to satisfy the following minimum standards:

- a. Minimum number of valves:
 - i. 3 at cross intersections
 - ii. 2 at "T" intersections
 - iii. 500 feet maximum spacing
 - iv. 1 valve at each fire hydrant lateral
 - v. Pressure regulating valve station required between pressure zones
- b. Minimum number of fire hydrants (subject to approval by Livermore-Pleasanton Fire Department (LPPFD) Fire Marshal:
 - i. 1 hydrant within 250 feet of any existing or proposed structure
 - ii. 2 hydrants within 500 feet of any commercial, multi-family residential, industrial, or school building

- c. Minimum pipe size: 8-inch diameter
 - d. Minimum depth of cover over pipe: 42 inches
 - e. Blowoff requirements:
 - i. At all dead ends whether temporary or permanent
 - ii. At all low points in the line
 - f. Maximum flow velocity: 10 feet per second (fps)
 - g. Minimum fire flows in gallons per minute (gpm):
 - i. 1,500 gpm for 2 hours (rural residential)
 - ii. 2,000 to 2,500 gpm for 2 hours (single family residential)
 - iii. 2,500 gpm for 2 hours (multi-family residential)
 - iv. 2,500 gpm for 2 hours (social/recreation)
 - v. 3,500 gpm for 2 hours (schools/commercial/public/institutional)
 - vi. 4,000 gpm for 4 hours (industrial in the lower pressure zone only)
 - vii. 5,000 gpm for 4 hours (industrial in all other pressure zones)
 - h. Minimum pressures:
 - i. 40 psi (peak hour demand)
 - ii. 20 psi (maximum day demand plus fire flows)
- (Address this condition prior to subdivision plan approval)

79. **EXISTING WATER METER REMOVALS:** The removal of existing water meters that will be permanently decommissioned shall be performed by City staff. The applicant shall contact the City's Utility Billing Division at 925-931-5500 or osd@cityofpleasantonca.gov to initiate the meter removal process. Any outstanding water consumption charges must be paid in full prior to the meter removal as well as all fees associated with the disconnection. (Address this condition prior to acceptance of improvement or issuance of an Occupancy Permit)
80. **UTILITY ENCLOSURES:** Proposed utility enclosures including vaults, meter boxes, splice boxes, and pedestals shall be installed in the public right-of-way, in a public service easement (PSE), or in a utility company-specific easement. The locations for utility enclosures shall be considered in the following order of preference: (1) PSE area behind public sidewalk; (2) parkstrip area between the roadway curb & gutter and the sidewalk; (3) within the public sidewalk set flush to grade; (4) within driveway approach areas set flush to the surface with traffic-rated lids. In no case shall an above-ground pedestal or utility cabinet obstruct sight-line visibility for vehicle drivers at intersections or driveways. Above-ground pedestals or utility cabinets are preferred within the side yard area of a corner residential lot rather than the front yard. Deviations from this standard must be approved by the City Engineer. (Address this condition prior to subdivision improvement plan approval)
81. **DRY UTILITIES (ELECTRICITY, CATV, TELECOM):** All dry utilities including electricity, telecommunications, cable television, street lights, alarm systems, etc. required to serve the project shall be installed underground from the point-of-connection at the utility purveyor's network to the service point. Aerial drops from utility poles will

not be allowed without prior approval of the City Engineer. (Address this condition prior to subdivision improvement plan approval)

82. ENCROACHMENT PERMIT: Any work performed within the City's right-of-way, City easements, or City-owned property shall be subject to an Encroachment Permit as defined in Pleasanton Municipal Code Chapter 13.04. All encroachment permit work is subject to adopted City of Pleasanton Standard Specifications and Details, and shall be performed by properly-licensed contractors as determined by the City Engineer. Said contractors must provide evidence of proper licensure, insurance and City-issued Business License upon application for a permit. (Address this condition prior to permit issuance)
83. HAUL ROUTE: Deliveries to and from the project site shall conform to the Commercial Vehicle Regulations included in Pleasanton Municipal Code Chapter 11.48. Vehicles with gross weights exceeding 3 tons but less than 8 tons are prohibited on any City roadway other than those designated a Commercial Vehicle Route unless a Transportation Permit has first been obtained. Said Commercial Vehicle Routes include First Street, Stanley Boulevard, and Sunol Boulevard. In addition to weight restrictions, vehicles that exceed 96 inches in width and/or 60 feet in length are also required to obtain a Transportation Permit. For information about Transportation Permits call 925-931-5677. (Address this condition prior to permit issuance)
84. CONSTRUCTION GENERAL PERMIT: This application is subject to a Construction General Permit according to the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002. The general permit is applicable to development sites that disturb one or more acres of land surface. The applicant will be required to register the project with the State Water Board's Stormwater Multi-Application and Report Tracking System (SMARTS) website. A Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP) must be responsible for permit compliance. The SMARTS system will generate a Waste Dischargers Identification (WDID) number, which must be printed on the grading and/or erosion control plans. (Address this condition prior to permit issuance)
85. TEMPORARY TRAFFIC CONTROL: Work in the public right-of-way or publicly-accessible easement areas require submittal, review, approval, and implementation of a temporary traffic control plan. The plan shall be in writing and subject to review and approval of the City's Traffic Engineer. The plan must conform to the California Manual on Uniform Traffic Control Devices (CA MUTCD), with specific emphasis on Part 6 "Temporary Traffic Control".

If Flaggers will be utilized, said personnel must be trained in the proper fundamentals of flagging moving traffic before entering the right-of-way. The City may demand to see evidence of said training before allowing said personnel into the right-of-way.

Prior to work within a traffic signal-controlled intersection, the applicant shall request the City place the signal on all-directions flashing red. Temporary STOP (R1-1) signs shall be placed at each approach leg.

Any alterations to pedestrian paths of travel must conform to current standards for the disabled. Any walking member of the public with a visual impairment (cane or guide dog) must be escorted through the construction zone. (Address this condition during construction)

86. **HIGH VISIBILITY SAFETY APPAREL:** All workers on foot who are exposed to the hazard of vehicular traffic shall wear warning garments such as vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004 Performance Class 2, high visibility safety apparel and headwear, or any updates adopted by Cal OSHA. During hours of darkness, warning garments shall be retroreflective with visibility from a minimum 1,000 feet. (Address this condition during construction)
87. **EXCAVATION SAFETY:** All excavations must be performed in conformance with California Government Code Section 4216 et seq. No excavation shall occur until proper notice is provided to Underground Service Alert (usanorth811.org) by calling either 811 or 800-642-2444 at least 72-hours prior to the work so buried utilities can be marked. All excavations shall be covered or barricaded to prevent entry when work is inactive. Open excavations in the public right-of-way must be covered by skid-resistant steel plates that are firmly affixed to the surface with leading edges ramped. Excavations 5-feet and deeper require a protective system as defined by Cal-OSHA. If a shoring system or trench boxes will be utilized as the protective system, said system shall either be manufactured and installed according to manufacturer recommendations, or designed by a registered professional engineer and installed according to approved plans. No excavation shall be performed atop or adjacent to a high-risk facility until authorized by the owner of the facility. High-risk facilities are defined as gas transmission pipelines and hazardous liquid pipelines as regulated by the U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration (US DOT PHMSA). (Address this condition during construction)
88. **POLLUTANT REDUCTION IN STORMWATER:** At no time during construction of the project shall pollutants be allowed to enter, clog, or contaminate storm drainpipe networks or open stormwater channels in violation of Pleasanton Municipal Code §9.14.080 et seq. The applicant shall contain all trash and debris for proper disposal to authorized landfills or recyclers. Erosion control features shall be deployed during the rainy season that extends from October 1st to April 15th each year, or any time rain is forecast outside of this period. Best Management Practices (BMPs) shall be strictly followed. Street sweepers must be employed if soil or debris is tracked onto the public roads from vehicles exiting the site. Standard BMPs are available from the California Stormwater Quality Association (CASQA), the United States Environmental Protection

Agency (EPA), Caltrans, and others. Notes and/or illustrations shall be added to the plans that describe the BMPs to be utilized during construction. The use of manufactured erosion control woven blankets and straw wattles that utilize plastic monofilament netting is specifically prohibited. (Address this condition during construction)

89. SWPPP REPORTING: Copies of any monitoring and/or sampling reports required by the stormwater pollution prevention plan (SWPPP) and submitted by the Legally Responsible Person (LRP) to the State of California's SMARTS database shall also be submitted to the City of Pleasanton inspector assigned to the project. The LRP shall also submit to the City a copy of the required Annual Report no later than September 1st of each year that construction is active or when erosion control features have been deployed. The report must include a summary of all sampling and analysis performed (Risk Levels 2 and 3 only), a log of all inspections performed including Rain Event Action Plans (REAP), a summary of any required corrective actions taken, and a summary of any violations. (Address this condition during construction)
90. DUST CONTROL: Dust control measures must be employed during all phases of construction to prevent airborne nuisance to neighboring properties. All stockpiles or unused materials that can create dust shall be covered or removed. Exposed soil areas shall be routinely watered until surfacing materials or landscaping is installed. Use of dust palliatives shall conform to Caltrans Standard Specification Section 18. Applicant shall cooperate with adjacent neighbors to minimize and mitigate the impacts of dust on their properties, and shall undertake any cleaning or repair necessitated by dust, at applicant's expense, if so directed by the City. If the applicant fails the address dust as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. (Address this condition during construction)
91. PROPERTY NUISANCE: At no time during construction of the project shall the condition of the property become a nuisance as defined in Pleasanton Municipal Code §9.28.020. The City shall have the right to inspect the property for conditions that violate the code standard. If a nuisance is found, the applicant shall immediately submit a plan of correction. Depending on the severity of the nuisance, the City may suspend all construction work until the condition is corrected. Any of the following conditions shall be considered severe: Leaking chemicals that can cause environmental damage; open excavations or any excavation deeper than 4 feet that lacks proper shoring; unsecured materials that can fall to the ground causing damage or injury; open or exposed utilities that could cause electrical shock or contamination of sewer, potable water systems, groundwater wells, or storm drainage networks. If the applicant fails to address the nuisance as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. (Address this condition during construction)

92. **NOISE:** Construction noise is regulated under Pleasanton Municipal Code Chapter 9.04. Noise is prohibited outside of the hours of 8:00 am and 8:00 pm daily except Sundays and holidays when noise is prohibited outside the hours of 10:00 am and 6:00 pm. Noise is defined as a level exceeding 83 dBA at a distance of 25 feet or 86 dBA at any point beyond the boundary of the property under construction. If the applicant fails to address the noise as directed by the City, the City shall have the right to enter the property to effectuate the correction, with all costs paid by the applicant or levied as a lien against the applicant's property. Exceptions to these regulations require a special permit granted by the City for circumstances when strict compliance would be impractical or unreasonable, and contingent upon proper noticing to surrounding property owners that includes the dates and times when noise levels will be exceeded and the specific reasons why an exception to the regulation has been granted. (Address this condition during construction)
93. **GEOTECHNICAL FINAL REPORT:** At the conclusion of construction, the applicant shall submit to the City a final report from the Geotechnical Engineer or Certified Engineering Geologist testifying to the successful completion of all material testing and/or observation work performed. The final report must provide assurance that all recommendations have been strictly followed. The applicant shall bear all costs associated with this condition. (Address this condition prior to acceptance of improvement or issuance of an Occupancy Permit)
94. **GEOGRAPHIC INFORMATION SYSTEMS:** The City's Geographic Information Systems (GIS) staff publishes digital maps that enable first responders to efficiently navigate to locations where calls for service have been requested. The maps are also shared with agencies and departments that provide other critical services to residents such as mail delivery. To keep these maps current, the City requires as-built plan or map information to be submitted by the applicant in a format that integrates with ArcGIS by ESRI. The "Digital Submittal Requirements" are available for download at the following weblink:
- <https://www.cityofpleasantonca.gov/gov/depts/gis.asp>
- (Address this condition prior to acceptance of improvement or issuance of an Occupancy Permit)
95. **DAMAGE TO EXISTING PUBLIC OR PRIVATE IMPROVEMENTS:** The applicant shall repair damage to existing public or private improvements on and near the project site and along the haul route at the applicant's expense if caused by construction activities. (Address this condition prior to acceptance of improvements or issuance of an Occupancy Permit)

FIRE DEPARTMENT – 925-454-2361

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 public water mains.

96. FUEL MANAGEMENT: Provide a fuel Management Plan
97. WILDLAND URBAN INTERFACE: Residential Construction located in the Very High wildland Urban Interface zone shall be constructed in accordance with Pleasanton Building Code chapter 7A.
98. FIRE HAZARDS: The project developer shall keep the site free of fire hazards from the start of lumber construction until the final inspection.
99. FIRE CODE: All construction shall conform to the requirements of the 2021 Pleasanton Fire Code and local ordinances. All required permits shall be obtained prior to work commencement.
100. SITE SAFETY: Site safety during construction shall be in accordance with Fire Code chapter 33.
101. FIRE SPRINKLERS: Automatic fire sprinklers shall be installed in all occupancies in accordance with the 2021 Pleasanton Building, Fire and Residential Codes with local amendments and ordinances.
102. 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.
103. 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.
104. 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.
105. 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:

<i>Width</i>	<i>Requirements</i>
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

106. 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.

107. 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.

108. 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.

109. 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.
110. 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.

LANDSCAPE ARCHITECTURE DIVISION – 925-931-5672

Landscaping

111. LANDSCAPING: Detailed landscape and irrigation plans encompassing all planting areas, both on-site and off-site, shall be included in the building permit plans. All plans shall be prepared by a licensed landscape architect and shall provide the species, location, size, quantities, and spacing of all plants. Minimum plant sizes are 1-gallon containers for ground cover, 5-gallon containers for shrubs, and 15-gallon containers for trees. Plant species shall be of a drought-tolerant nature and the irrigation design shall utilize low-volume drip, bubbler, or other water conserving irrigation systems to the maximum extent possible. The drawings shall be subject to the review and approval of the City Landscape Architect prior to building permit issuance.
112. WATER EFFICIENT LANDSCAPE ORDINANCE (WELO): The project shall comply with the City of Pleasanton's Water Efficient Landscape Ordinance (WELO) and Bay Friendly Basics Landscape Checklist. The applicant shall submit a Landscape Documentation Package in PDF format to the Landscape Architecture Division, which shall be subject to review and approval by the City Landscape Architect prior to building permit issuance. The Landscape Documentation Package shall include:
- a. Project Information;
 - b. Water Efficient Landscape Worksheet;
 - c. Soil management report;
 - d. Landscape design plan;
 - e. Irrigation design plan; and
 - f. Grading design plan.
113. CERTIFICATE OF COMPLETION: Upon completion of construction and prior to final inspection by the Building and Safety Division, the applicant's landscape architect shall submit a Certificate of Completion Package in PDF format to the Landscape Architecture Division for review and approval. The Certificate of Completion Package shall include:
- a. Project information sheet;
 - b. Certificate of installation according to the landscape documentation package;

- c. Irrigation scheduling;
 - d. Schedule of irrigation, landscape and irrigation maintenance;
 - e. Landscape irrigation audit report; and
 - f. Soil management report (if not previously submitted).
114. LANDSCAPING INSTALLATION: Prior to building permit final all landscaping shall be installed as shown on the approved building permit set and shall be inspected and approved by the Landscape Architecture Division.
115. PARKWAY STRIP LANDSCAPE AREAS: All parkways strip landscape areas (the planting area between the sidewalk and the curb) are to be a minimum of four feet wide from back of curb to face of sidewalk. **Project Specific Condition**
116. CONCRETE CURBS: 6-inch vertical concrete curbs, with curb cuts or flush curbs with wheel stops, if determined to be acceptable by the Director of Engineering/City Engineer and Director of Community Development, shall be installed between all paved and landscape areas, in conformance with the City's Standard Specifications and Details.
117. PATHWAY CONNECTION: Court G shall have a pathway connection to Street E. **Project Specific Condition**
118. TRAIL EXTENSION: As detailed in the project Development Agreement, the applicant shall be responsible for the design and completion of a Class 1, 10-foot-wide trail extension from the Project's southeastern trail connection to the existing trail at Foothill Knolls Park to the Project's northern trail connection at Eastwood Way. The applicant shall be solely responsible for all design, installation and ongoing maintenance costs of the trail extension. Maintenance of the off-site trail improvements at the city park shall be the responsibility of the city. **Project Specific Condition**
119. EROSION CONTROL: For purposes of erosion control, the applicant shall plant a hydro seed mixture designed by the applicant's landscape architect and approved by the Landscape Architecture Division prior to installation. The erosion control shall be maintained by the applicant until permanent landscaping is in place.
120. BACKFLOW AND IRRIGATION METER SCREENING: All backflow prevention devices and above ground irrigation controls shall be located and screened to minimize their visual impacts. These devices with their proposed screening shall be shown on the landscaping and utility plans submitted with the building permit plans or improvement plans and shall be subject to the review and approval of the City Landscape Architect prior to their installation. If above-ground, they shall be painted forest green or an equivalent dark-green color. Screens shall consist of berms, walls, or landscaping satisfactorily integrated into the landscape plan. Landscape screens shall include shrubbery designed by species and planting density to establish a complete screen within 1 year from the date of planting. Weather protection devices, such as measures

to protect pipes from freezing, shall require approval by the City Landscape Architect prior to use; at no time shall fabric or other material not designed and/or intended for this purpose be wrapped around or otherwise placed on these devices. **Project Specific Condition**

121. MAINTENANCE: The applicant and all future owners of the property shall, at no expense to the City, maintain all the landscaped areas related to the project in a healthful, attractive and reasonably weed-free manner consistent with the approved landscape plan, for the duration of the existence of the project.
122. SITE LIGHTING: All site lighting shall be designed for consistency with the International Dark-Sky Association's (IDA) Model Lighting Ordinance. This project site shall be considered to be in an LZ-1 zone for design purposes. Lighting shall be subject to review and approval by the City Landscape Architect prior to building permit issuance. **Project Specific Condition**

Trees

123. TREE REPORT: The applicant shall comply with the recommendations in the tree report prepared by James Clark at HortScience Bartlett Consulting dated April 2023. No tree trimming or pruning other than that specified in the tree report shall occur. The applicant shall arrange for the Project Arborist to conduct a field inspection prior to building permit issuance to ensure all recommendations have been properly implemented. The Project Arborist shall certify in writing all recommendations have been followed.
124. TREE REMOVAL MITIGATION: Any trees approved to be removed by the City shall have its full value paid into the City's Urban Forestry Fund. The credits available for replanting trees shall be at the rates in place at the time of issuance of any demolition or grading permit for the project. Notwithstanding this provision, the credits shall be no less than the following:
 - a. \$250 credit for a 15-gallon size replacement tree;
 - b. \$500 credit for a 24-inch box size replacement tree; and
 - c. \$1,000 credit for a 36-inch box size replacement tree.**Project Specific Condition**
125. TREE DISPOSITION PLAN: The applicant shall provide a tree disposition plan that shows the trees to be removed and the trees to be retained with the tree protection recommendations of the arborist report printed on the plans. The trees shall be numbered per the report and there shall be a list of the trees to be removed, including the tree number, species, and value of each tree and the total value of all trees to be removed, and a list of trees to be retained, including the tree number, species, and value of each tree and a total value of all trees to be retained. **Project Specific Condition**

126. TREE BOND: Any tree affected by development/construction must be protected per the Municipal Code. The applicant shall post cash, letter of credit, or other security satisfactory to the Director of Engineering/City Engineer, for all Heritage Trees and any other significant tree as deemed by the City Landscape Architect. This bond or security will be for the value of the tree(s), up to a maximum of \$100,000, and shall be held for a minimum of 1 year following acceptance of public improvements or completion of construction, whichever is later, and shall be forfeited if the trees are destroyed or substantially damaged. An arborist shall be onsite during any tree work (i.e. root pruning, trimming, setting up tree protection, etc.). The bond or security may be released early with a certification letter by the arborist confirming he/she was present during said tree work and work was performed in accordance with the arborist's recommendations.
127. STREET TREES: Each lot shall have a minimum of one street tree with corner lots required to have three street trees. The final tree selection shall be subject to the review and approval of the City Landscape Architect. ***Project Specific Condition***
128. ROOT CUTTING: The applicant shall comply with the following tree root cutting requirements:
- a. Roots 1-inch in diameter or larger to be removed shall be cleanly cut with a hand saw. Roots smaller than 1-inch in diameter are not considered to be significant and may be removed by the most efficient means.
 - b. Roots larger than 2-inches in diameter and within 8-feet of the tree trunk shall not be cut or ground unless prior approval has been received from the Landscape Architecture Division.
 - c. Roots of any diameter farther than 8-feet from the tree trunk, which are in conflict with the proposed work may be ground a maximum of one-half of their diameter. Work of this nature shall only be performed using a mechanical stump grinder and only by personnel familiar with its operation.
 - d. Roots up to 6-inches in diameter and farther than 8-feet from the tree trunk may be removed if they are in conflict with the proposed work. Roots that are removed shall be cleanly cut using a hand saw.
129. ROOT CONTROL BARRIER: The applicant shall provide root control barriers and 4-inch perforated pipe for all trees located within 8-feet of pavement or other hardscape, determined by the City Landscape Architect. Root barriers shall be located along the edge of the pavement wherever the tree is within 8-feet of pavement or hardscape. Information and details shall be included in the landscape plan submittal for review and approval by the Landscape Architecture Division.
130. TREE PRUNING: Pruning shall be conducted by a certified arborist familiar with the International Society of Arboriculture (ISA) pruning guidelines and shall comply with the guidelines established by the ISA, Tree Pruning Guidelines, current edition, to maintain the health of the trees.

131. TREE PROTECTION FENCING: Prior to issuance of a grading or building permit, the applicant shall install temporary 6-foot-tall chain-link fencing (or other fence type acceptable to the Landscape Architecture Division) outside of the existing tree drip lines. The location of the tree protection fencing shall be shown on the demolition plans (if applicable), grading, building, and/or landscape plans. The fencing shall remain in place until final landscape inspection by the Landscape Architecture Division. Removal of such fencing prior to approval may result in a "stop work order."

**OPERATIONS SERVICES DEPARTMENT – ENVIRONMENTAL SERVICES/UTILITIES
DIVISION – 925-931-5500**

132. BACKFLOW PREVENTION ASSEMBLIES: Backflow preventer assemblies shall be designed and installed in accordance with current City Standards 704, 705, 706; State Health and Safety Code; Title 17; and as required by the Director of Operations and Water Utilities. All backflow preventer assemblies shall be tested and certified by a City approved tester with the certification submitted to the City's contractor, Aqua Backflow. Testing will be performed at the time City water is turned on to the site. If an existing backflow preventer is on the site it shall be tested and certified by an approved tester with the certification submitted to the City's contractor, Aqua Backflow, before project water is drawn through it. An all-weather cover shall be placed over all backflow prevention assemblies 4 inches and smaller.
133. FOG PROGRAM: All new food service establishments (FSEs) and all existing food service establishments with a building permit valuation of \$50,000 or more shall obtain a wastewater discharge permit from the Director of Operations and Water Utilities and comply with the grease interceptor requirements as set forth in PMC Section 15.44. All other FSEs shall at a minimum comply with the grease trap and wastewater discharge permit requirements as set forth in PMC Section 15.44. *(Note: this condition shall only apply in the event that the project includes restaurant or food service uses)*

TRAFFIC ENGINEERING DIVISION – 925-931-5677

134. TRAFFIC CONTROL PLAN (TCP): A comprehensive traffic control plan shall be submitted to the City Traffic Engineer for review and approval. Best management practices to minimize traffic impacts shall be used during construction, including scheduling of major truck trips and deliveries, to avoid peak travel hours. The TCP shall have proper lane closure procedures such as flagger stations, signage, cones, and other warning devices implemented during construction. The TCP shall also include time of day/hours of lane closures and total number of days.
135. TRUCK ROUTES: The haul route for all materials to and from the project site shall be reviewed and approved by the City Traffic Engineer prior to building permit issuance and shall include the provision to monitor the street surfaces used for the haul route so that any damage and debris attributable to the haul trucks is identified and corrected at the expense of the applicant.

136. TRAFFIC SIGNAGE AND STRIPING – ON SITE: All on site traffic related signage and striping shall be included in the building permits plans for review and approval by the City Traffic Engineer prior to building permit issuance.
137. TRAFFIC SIGNAGE AND STRIPING – OFF SITE: All off site traffic related signage and striping shall be included in the improvement plans for review and approval by the City Traffic Engineer prior to permit issuance.
138. TRAFFIC IMPACT FEES: As detailed in the project Development Agreement, the applicant shall pay any traffic impact fees for the development as determined by the City Traffic Engineer. The fee shall be paid prior to building permit issuance or in accordance with the timeframes set forth in the Development Agreement. **Project Specific Condition**
139. Parcel D shall include an ADA compliant surface to access the pedestrian gate that is proposed at the project's connection to Prairie Drive. The improvement shall be included in the building permit plans for review and approval by the City Traffic Engineer prior to building permit issuance. **Project Specific Condition**

END

SECTION 2:

Completed LAFCo Proposal Questionnaire

Appendix B2. APPLICATION QUESTIONNAIRE (updated 1/2008)
Alameda Local Agency Formation Commission

1. APPLICANT (Local Agency, Registered Voter, Landowner or 3 Chief Petitioners)

Agency/Individual Name: Foothill Boulevard Holding Company, LLC

1.a. Name of Designated Agency Contact or Chief Petitioner. James B. Summers

Address. 11555 Dublin Boulevard, Dublin, CA 94568

Phone. (9 2 5) 8 2 8 - 7 9 9 9 FAX. _____ E-Mail. jsummers@desilvagroup.com

1b. Name 2. _____

Address. _____

1c. Name 3. _____

Address. _____

2. NAME/TITLE OF APPLICATION PROPOSAL

Merritt Property Reorganization: Annexation to the City of Pleasanton, LAFCo Resolution No.

3. TYPE OF PROPOSAL/PROJECT (Check all that apply)

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Annexation | <input type="checkbox"/> Consolidation | <input type="checkbox"/> Detachment |
| <input type="checkbox"/> Formation | <input type="checkbox"/> Incorporation | <input type="checkbox"/> Exercise of Latent Powers |
| <input type="checkbox"/> Disincorporation | <input type="checkbox"/> Merger | <input type="checkbox"/> Dissolution |
| <input type="checkbox"/> Reorganization | <input type="checkbox"/> Special Study | <input type="checkbox"/> Municipal Service Review |
| <input type="checkbox"/> SOI Amendment | <input type="checkbox"/> SOI Update | <input type="checkbox"/> Initial SOI Determination |
| <input type="checkbox"/> Establishment of Subsidiary District | | |

Describe the proposal or proposed change(s) of organization. Provide a justification for each proposed change. Attach extra sheets if necessary.

Proposed Change:

Annexation of four (4) parcels into the City of Pleasanton

Justification:

The Applicant is proposing and the City supports development of the four subject parcels. One of the subject parcels contains an existing residence to be demolished; one parcel contains an existing residence, barn and workshop to remain; and the remaining two parcels are comprised of an abandoned walnut orchard. Portions of Foothill Road are also located on the two residential parcels mentioned above.

Including the aforementioned residence, barn, and workshop to remain, the site will be developed into an 111-lot residential subdivision, including an age-qualified community consisting of 92 single family homes and duplexes, including 18 for-sale, below-market rate homes. Foothill Road will be widened and dedicated to the City of Pleasanton. See Section 16, Exhibit I.

The project site is an unincorporated “island” of Alameda County located between Foothill Road and I-680 (Section 16, Exhibit B), surrounded by the City limits and within Pleasanton’s Sphere of Influence (SOI) and Urban Growth Boundary (UGB) (Section 5 and Section 16, Exhibit D).

The project site is designated as Site 22 in the City’s adopted 2023 Housing Element. Prior to development of the proposed project, the project site and a segment of Foothill Road in Alameda County abutting the project site need to be annexed into the City of Pleasanton, consistent with City policies as well as Program 1.10 of the Housing Element. Annexation of the project site and adjacent Foothill Road right of way represents a logical and orderly extension of urban growth. Annexing the property to be within the City’s boundaries ensures the project site will be developed in a comprehensive and thoughtful manner consistent with other nearby properties.

The project meets the following conditions under City and/or LAFCo requirements:

- The subject site does not exceed 150 acres, and the subject site constitutes the entire island.
- The subject site is surrounded by the City boundaries on three sides.
- The subject site is located within the City’s adopted Sphere of Influence and Urban Growth Boundary.
- The California Department of Conservation does not consider the site Prime Agricultural Land.
- There are utilities of sufficient size available in the adjacent rights-of-way to serve existing and future development of the subject properties.
- The existing General Plan land use designation and pre-zoning provides for continuation of the existing land uses and development of the property consistent with the City housing element.
- The subject site will benefit from annexation.

4. CERTIFIED RESOLUTION OR PETITION (Attached)

Application Initiated By:

(x) Resolution of Application No.: 2024-055 Date Adopted: July 16, 2024

OR

() Landowner/Registered Voter Petition (The Cortese-Knox-Hertzberg (CKH) Act requires that a petition contain the number of signatures required for each type of requested government change.)

5. BASIC INFORMATION

5a. Describe the proposal area’s general location and boundaries (access road/way, closest county road intersection, road junctions, freeways, railroad lines).

The project site, comprising four parcels, is located on the east side of Foothill Road, approximately one-quarter mile south of Foothill High School and directly west of Interstate 680. See Section 16, Exhibit B.

5b. Number of acres 46.4±; Square Miles 0.07 in project site.

5c. Number of registered voters 2

Source of information Alameda County Registrar of Voters (Section 12)

5d. Number of dwelling units 2 Source of information City of Pleasanton

5e. Number people living on the site 2 Source of information City of Pleasanton

5f. Assessed Valuation:

Assessor’s Parcel Number	Landowner Name	Address/Land Use	Assessed Valuation		
			Land	Improvements	Total Per Property
941-950-3-1	James E. Merritt & Margaret M. Merritt Trust	4141 Foothill Road Pleasanton, CA 94588 (residence)	\$89,418	\$1,069,588	\$1,152,006
941-950-3-12	Merritt Farms, Inc.	4141 Foothill Road Pleasanton, CA 94588 (vacant)	\$750,527	\$74,747	\$825,274
941-950-3-3	Foothill Boulevard Holding Company, LLC	Foothill Road Pleasanton, CA 94588 (vacant)	\$1,158,592	\$724,120	\$1,882,712
941-950-3-11	Foothill Boulevard Holding Company, LLC	Foothill Road Pleasanton, CA 94588 (vacant)	\$5,648,136	\$0	\$5,648,136

5g. Existing Land Uses

Except for two single family residences (one of which will be retained) and appurtenant structures, the Merritt property is currently vacant and consists of vegetation, the remnants of a former walnut orchard. The property has not been used recently for agricultural purposes and is not grazed for commercial purposes.

5h. Proposed Land Uses

The proposed project is under planned unit development (PUD) zoning for residential properties to accommodate development of age-qualified single-family residential homes and duplexes. The project will provide 18 for-sale affordable housing units.

5i. Current and proposed zoning and planning designation(s)
Existing zoning is Planned Unit Development – Low Density Residential (PUD-LDR) and Housing Opportunity Zone (HOZ).

Proposed zoning is Planned Unit Development – Low Density Residential (PUD-LRD) and Planned Unit Development – Market Rate Residential/Below Market Rate (PUD-MR/BMR).

5j. Regional Housing Needs Allocation (RNHA) Requirements and Number of Affordable Units Provided
Chapter 17.44 of the Pleasanton Municipal Code (IZO) requires for new single-family residential projects of 15 units or more, that at least 20% of the project's dwelling units shall be affordable to very low, low, and/or moderate-income households. The applicant and City are proposing to conform to the IZO by providing 18 (20% of the base 92-unit project) affordable for-sale units to moderate-income households at 120% of the Area Median Income (AMI).

The applicant is also proposing to further expand the affordability component of the project by providing a minimum of four Accessory Dwelling Units (ADUs); two of these ADUs will be within the main home (attached ADUs) and the remaining ADUs will be detached structures in rear yards. While the ADUs are not required to be rented or sold at affordable levels, and do not “count” against the requirements of the IZO, the ADUs are considered affordable by design and do provide a beneficial increment of relatively affordable housing. Homebuyers would also have the ability to add or include an ADU as an option for their unit and lot, providing potential for additional ADUs.

An Affordable Housing Agreement (AHA) has been entered into by the City and Applicant.

5k. Property Information.

Number of parcels in project site Four (4) Number of landowners Three (3)

Source of information: First American Title Company

Names & Addresses of All Landowners & Associated Parcel Numbers:

Assessor's Parcel Number/s/Address	Landowner Name/ Address
1. 941-950-3-1	1. James E. Merritt & Margaret M. Merritt Trust 4141 Foothill Road, Pleasanton, CA 94588
2. 941-950-3-12	2. Merritt Farms, Inc. 4141 Foothill Road, Pleasanton, CA 94588
3. 941-950-3-3	3. Foothill Boulevard Holding Company, LLC 11555 Dublin Boulevard, Dublin, CA 94568
4. 941-950-3-11	4. Foothill Boulevard Holding Company, LLC 11555 Dublin Boulevard, Dublin, CA 94568

Applicable Tax Rate Area(s):

Parcel Number/s	Tax Rate Area/s
941-950-3-1	75-002
941-950-3-12	75-002
941-950-3-3	75-002
941-950-3-11	75-002

6. DESCRIPTIONS AND SETTING

6a. Provide the following land use maps with legends for the project site and immediately adjacent parcels, and clearly identify the project site; County General Plan; City General Plan; Existing Land Use Zones; Prezone if applicable; and Community/Specific Plan if applicable.

See Section 16, Exhibits C through G.

6b. Is the proposed change consistent with the terms and conditions of the affected local agency's General Plan? Yes No Explain.

The subject site has a General Plan Land Use Designation of Low Density Residential (LDR) and Housing Element Sites Overlay (HESO) which permits residential uses; thus, the project would be consistent with the General Plan Land Use Designations. The proposed density of two dwelling units per approximate acre, plus 20 percent density bonus as allowed under State Density Bonus Law, is consistent with the General Plan. The Project would further several General Plan Programs and Policies including: encouraging the reuse of vacant and underutilized parcels by development on an underutilized former orchard within the existing urban area; encourage the use of density bonuses in residential projects that include housing units affordable to extremely low-, very low-, low-, and moderate-income households and support development and maintenance of affordable senior housing and supportive services to facilitate maximum independence and the ability of seniors to remain in their homes and/or the community. The project will also be in conformance with the Inclusionary Zoning Ordinance, which requires each residential and non-residential development to which the Ordinance applies, to include its pro-rata share of housing needs for lower- and moderate- income households. City policies strongly encourage that the Inclusionary Zoning Ordinance requirements be met by building housing affordable to lower- and moderate-income households, which would be accomplished by this project through the construction of on-site, deed-restricted senior housing units. The Project environmental review determined that the Project presents no new or more severe significant impacts, and no unstudied impacts that are peculiar to the parcel.

6c. With Community or Specific Plans? Yes No Not Applicable Explain.

See answer to above 6b, re: General Plan

6d. Describe the proximity of the site to populated areas.

The Project site is an “island” and is surrounded by typical suburban residential development to the south, north, and to the east across Interstate-680. These developments consist of patterns of varying lot size as shown on the City Zoning Map (Section 16, Exhibit F). The proposed residential use would be compatible with these surrounding uses.

6e. What are the intended uses of the territory, over the next 5, 10 and 15 years (if different), if application is approved?

The proposed project consists of an 111-lot residential subdivision, including an age-qualified community with 92 single-family detached homes, 18 affordable senior courtyard detached and duet homes, one existing single-family residence, barn, and shop, and related on-and off-site improvements as shown on the Vesting Tentative Map (Tract 8522) in Section 16, Exhibit I.

In addition to the 18 affordable homes, eighty-eight (88) lots will be developed by the applicant with both single-family detached units and courtyard detached/duet homes and four (4) lots will remain vacant for future custom/semi-custom single-family detached residences. One existing single-family residence will remain.

6f. Are any other in-process or anticipated development, planning or land use proposals expected for this site within the next two years? Check all that are applicable.

- () Proposals to LAFCO () Land Use Entitlements from a county or city
 (x) Permits from state or federal entity

6g. If applicant is a CITY, Government Code Section 56375 requires that the city prezone territory proposed to be annexed.

Has territory been pre-zoned? Yes X No ___ If yes, what is the pre-zoning designation and what does it mean?

The project is currently zoned as Low Density Residential with a Housing Element Sites Overlay (HESO). The City’s adopted 2023 Housing Element Update designates the project site as Site 22 (Merritt) and allows for a maximum density of 2 DU/AC at the project site. The project site has been rezoned to pre-zoned PUD-LDR/HOZ districts as shown on the City’s zoning maps. (Section 16, Exhibit F). The site has also been approved by the City with a PUD-MR/BMR designation for market rate/below market rate.

The elements of the PUD-LDR and PUD-MR/BMR include the following:

Standard	PUD-LDR	PUD-MR/BMR
Minimum Lot Size	7,000 SF	2,475 SF
Minimum Lot Width	72 Feet	43 Feet
Minimum Lot Depth	100 Feet	55 Feet
Front Setback	12 Feet	3 Feet
Side Setback	5 Feet	3.3 Feet
Height 1 story / 2 story	25 Feet / 32 Feet	25 Feet / 32 Feet
Max Floor Area	60%	N/A

6h. Attach copy of certified City Resolution/Ordinance Number: PUD Ordinance 2284
Date Adopted: 8/20/2024

Attach copy of certified City Resolution/Ordinance Number: Pre-Annexation & DA Ordinance 2285
Date Adopted: 8/20/2024

Attach copy of certified City Resolution/ Ordinance Number: CEQA Resolution 2024-054
Date Adopted: 7/16/2024

Attach copy of certified City Resolution/ Ordinance Number: VTM Resolution 2024-055
Date Adopted: 7/16/2024

6i. If applicant is a DISTRICT, what planning, zoning and subdivision changes are proposed, or have been approved by the city or county?
Not applicable.

6j. What is the estimated future population in the territory?

At end of 5 years 278 At end of 15 years 278 At end of 10 years 278

Source of Information City's adopted Housing Element FEIR – Note the project is age-qualified; there is no anticipated growth due to the addition of/birth of children.

6k. Have landowners consented to the proposal? Yes X No

If yes, how many? 3 % of total landowners? 100%

If yes, attach originals of Signature Consent

Forms. If no, explain.

See Section 10 for the consent to annexation.

6l. How will the proposal affect the physical and economic integrity of agricultural lands, as defined by Section 56016? Explain.

Section 56016 of the Cortese-Knox-Hertzberg Local Government Reorganization Act defines "agricultural lands" as land currently used for the purpose of producing an agricultural commodity for commercial purposes, land left fallow under a crop rotational program, or land enrolled in an agricultural subsidy or set-aside program. The proposal area is comprised of two residences and an abandoned orchard. None of the lots are utilized for producing an agricultural commodity, under a crop rotational program or enrolled in an agricultural subsidy or set-aside program and as such, the proposal does not affect the physical and economic integrity of agricultural lands.

6m. How does the proposed change and its anticipated effects conform with LAFCO policies for promoting planned, orderly, efficient patterns of urban development? Explain.

The proposed change will allow for efficient urban service delivery. It allows the City to annex unincorporated areas without protest proceedings under the following conditions:

- The subject site does not exceed 150 acres.
- The Property’s existing and proposed land use is consistent with the General Plan and Housing Element goals to establish and develop residential housing and affordable housing in the City.
- The structures that comprise the Property are legal under existing County land use and zoning standards.
- The structures that comprise the Property would be legal and in compliance with the City’s existing land use designation and proposed pre-zoning provides for continuation of the existing land uses.
- The subject site is adjacent to City boundaries.
- The subject site is located within the City’s adopted Sphere of Influence.
- The subject site is composed of four parcels under control that are integrally connected.
- The subject site is located within the City Urban Growth Boundary
- There are utilities of sufficient size available in the adjacent rights-of-way to serve existing and future development of the subject properties, without any growth inducing impacts.
- The subject site will benefit from the annexation.

6n. Adjacent Land Uses.

	Existing Land Uses	General Plan Designation	Zoning Designation
North	Residential	Low, Medium Density Residential	Single Family Residential
South	Residential	Low Density Residential	Low Density Residential
West	Residential	Rural Density Residential	Rural Density Residential, Low Density Residential, Open Space
East	Freeway and Residential	Medium Density Residential	Medium Density Residential

6o. How will the proposed change affect mutual social and economic interests of adjacent areas? Explain.

California law states that a community of interest is “a contiguous population which shares common social and economic interests that should be included within a single district for purposes of its effective and fair representation.” Since the subject property is surrounded by similar existing social and economic communities of residential uses, it can be surmised that they will continue to share similar social and economic interests.

6p. Have interested residents, agencies and/or organizations expressed support or opposition to this proposal. If so, identify interested parties and briefly describe issues. It is not necessary to explaining the support of initiating agency.

Several residents expressed support through written and verbal communication to City officials during the approval process. The surrounding neighbors and the City council support the proposal due to “smart growth,” adding value to an underutilized piece of property in the City, and creation of senior housing and affordable senior housing where the City is currently in need of both.

6q. What is the effect of proposal denial on proposed or approved development if any?

Proposed denial would result in a deficit of state-mandated housing and affordable housing requirements for the City of Pleasanton, and an identified Housing Element development site would not provide the anticipated housing units. To not provide anticipated improvements would have an adverse effect on the City. Additionally, the site of the Merritt Property would continue to be an unincorporated "island" surrounded by City boundaries.

6r. Is territory contiguous to the district or city's existing boundary? Yes X No

If no, is the area less than 300 acres in size, owned by the city and currently being used for a municipal purpose? Explain.

6s. Do the proposed boundaries create an "island" or pocket of unincorporated territory?

Yes No X

If yes, provide supplemental information explaining how the proposal promotes the orderly growth and development of the community.

6t. Each applicant is required to notify **all** affected local agencies of this proposed change. Have all affected local agencies been informed?

Yes X No (Attach a list of the affected agencies and a verification for each.)

(See Attachment 15)

6u. For district formations, district consolidations, incorporations or city consolidations, provide a proposed agency name (optional). N/A

6v. For district formations, provide the name of the Principal Act under which the proposed district would be governed. N/A

6w. Provide a proposed appropriations limit (optional) if applicable. N/A

7. PLAN FOR PROVIDING MUNICIPAL SERVICES

7a. Provide a plan for providing services (See Part III, Sections 2.24 and 2.25 of Alameda LAFCO's Guidelines, Policies and Procedures for instructions.)

(See Section 15)

7b. Provide the name, address, and contact person for all school districts.

Pleasanton Unified School District

5758 W. Las Positas Boulevard, Pleasanton, CA 94588

Phone: (925) 462-5500

7c. Indicate, which agencies currently provide, affected public services within the proposal territory and which agencies are proposed to provide services.

<u>Services</u>	<u>Current Agency</u>	<u>Proposed Agency</u>
Police	<u>Alameda County Sheriff</u>	<u>Pleasanton Police Department</u>
Fire	<u>Alameda County Fire Department</u>	<u>Livermore-Pleasanton</u>
Water	<u>City of Pleasanton</u>	<u>City of Pleasanton</u>
Sewer	<u>Private On-site Service</u>	<u>City of Pleasanton</u>
Garbage	<u>Pleasanton Garbage Service</u>	<u>Pleasanton Garbage Service</u>
Street Lighting	<u>N/A</u>	<u>City of Pleasanton</u>
Road Maintenance	<u>City of Pleasanton</u>	<u>City of Pleasanton</u>
Flood Control	<u>Alameda County</u>	<u>Zone 7</u>
Parks & Recreation	<u>None</u>	<u>City of Pleasanton</u>
Library Services	<u>Alameda County</u>	<u>City of Pleasanton</u>
Electricity	<u>Pacific Gas and Electric</u>	<u>Pacific Gas and Electric</u>
Transit	<u>LAVTA-Wheels</u>	<u>LAVTA-Wheels</u>
Other	<u></u>	<u></u>

7d. If a change in service provider is proposed, has each local agency provided a statement indicating the desire and ability to furnish services? Yes X No
(See Section 15)

If yes, a Letter of Agreement from each agency assuming service responsibilities **must be included with the application**. The letter must identify each agency's role and responsibilities as the new service provider and the method for funding additional services (See Part III, Sections 2.24 and 2.25).

If no, explain.

7e. If a change in service provider is proposed, are alternative providers available for any of proposed service providers? Yes No X

If yes, list providers and explain why they are not proposed to provide service.

7f. Will the related land use project require widening or upgrading of existing streets, the construction of new streets, sewers, or other infrastructures? Yes X No

If yes, describe how modifications will be financed. (See Part III, Sections 2.24 and 2.25).

The proposed project would be responsible for the payment of fees, and for the costs (either fully or on a pro-rata basis) of various required utility or infrastructure improvements as set forth in the approved Conditions of Approval and the Pre-Annexation and Development Agreement. (Section 16, Exhibit I)

7g. List any proposed or required terms, conditions or mitigation measures for the proposal. Use an extra sheet if necessary.

See attached Conditions of Approval, including Mitigation Measures (Section 16 Exhibit I)

8. WILLIAMSON ACT LAND CONSERVATION CONTRACTS (agricultural preserves)

Are any agricultural preserves on project site? Yes ___ No X Adjacent parcels? Yes ___ No X

If yes, provide map with site boundaries indicated and contracted lands identified with names and contract numbers.

If yes, has non-renewal formally been requested? _____

If yes, date of request to Alameda County: _____ Date of termination: _____

9. SPHERES OF INFLUENCE (SOI)

Government Code Sections 56375.5 and 56376 require that territory be included in the affected local agency's SOI before a Change of Organization is approved by the Commission.

9a. Is a CHANGE in Sphere of Influence boundaries of any local agency required prior to proposal consideration? Yes ___ No X

If yes, Explain.

List affected agencies¹ and provide a contact name and phone number.

Agency	Contact Name	Phone #

9b. Is the proposed territory currently within a local agency's (county, city or special district) SOI? Yes X No ___

If yes, which agency or agencies? City of Pleasanton (see Section 5)

¹ See Volume I for a definition of this term.

9c. If a Sphere of Influence initial determination, update or amendment is requested, fully and completely explain each of the following as they pertain to the subject proposal (Government Code Section 56425). If any of the factors are already fully described in the master services plan, the applicable section and page number may be referenced.

- The present and planned land uses in the area subject to the proposed change, including agricultural and open space lands;
- The present and probable need for public facilities and services in the area over the next 10 years;
- The present capacity of public facilities and adequacy of public services which the agency provides or is authorized to provide;
- All social and economic communities of interest in the area, which may be affected by the project;
- The existence of agricultural preserves or other important agricultural or open space land in the area, which will be included in the SOI, and the effect on maintaining the physical and economic integrity of the resource; and
- The nature, location and extent of any function or classes of services proposed to be provided within the SOI.

9d. A municipal service review (MSR) will need to be completed for affected SOIs pursuant to Government Code Section 56430. If a new agency is being formed, an MSR will need to be prepared. For other types of SOI proposals, please check with the Executive Officer to determine whether an MSR has already been completed.

10. COUNTY/CITY/DISTRICT PROPERTY TAX EXCHANGE AGREEMENT

LAFCO has no jurisdiction to act on an **annexation proposal** until resolutions agreeing to an exchange of property tax are passed by **each** of the affected local agencies (Revenue and Taxation Code Section 99). It is the applicant's responsibility to identify which local agencies (cities and special districts) share in the tax distribution in order to properly determine how future revenue exchange agreements should be structured.

10a. List all affected local taxing agencies.

Agency	Contact Name	Phone #
City of Pleasanton		
Alameda County		

10b. Have all participating local taxing agencies reached agreement? Yes X No
 (In the case of complex reorganization proposals, multiple agreements may be required)

If yes, attach a certified copy of each local agency's tax exchange resolution and provide the following information:

THIS INFORMATION IS CURRENTLY BEING PREPARED BY THE CITY OF PLEASANTON FOR COUNTY REVIEW

Local Agency	Resolution Number	Adoption Date
City of Pleasanton		
Alameda County		

If **No**, Explain.

11. SPECIAL REVENUES

11a. Do agencies whose boundaries are being changed have existing bonded debt?

Yes ___ No X If yes, please describe:

11b. Will the territory be subject to any new or additional taxes, benefits, charges or fees?

Yes X No ___ If yes, please describe:

The property, except for the existing home at 4141 Foothill Road, will be subject to service connection fees and taxes for public services for sewer, water, fire, police, and other City/public services, including applicable City, Zone 7, and DSRSD connection fees. New homes will also be subject to Pleasanton's adopted Capital Facilities Impact fees which compensate the City for incremental increased demands on City-provided services. If the existing residence connects to any service they will pay the related impact fee.

The existing home at 4141 Foothill Road is not required to connect to the City's domestic water network and is thus exempt from City and Zone 7 water connection fees. The existing home is also not required to connect to the City's sanitary sewer network and is thus exempt from City and DSRSD sewer connection fees.

All homes will be subject to property taxes imposed by the Alameda County Assessor's Office with a portion of the revenue directed to the City for services offered to Pleasanton residents including fire and police. All new homes will be subject to Pleasanton's adopted Transportation Development Impact fees which funds improvements to the public road network.

12. ENVIRONMENTAL REVIEW

LAFCo is required to comply with the California Environmental Quality Act (CEQA) for purposes of considering the environmental impact of its actions. If LAFCo is a **RESPONSIBLE** Agency for this application, the applicant **must** submit copies of environmental documents prepared by the Lead Agency and Certified Resolutions or Notices of Exemption or Determination. (See Alameda LAFCO's CEQA Handbook, Adopted CEQA Procedures, and Guidelines, Policies and Procedures, Section

13. PUBLIC NOTICE, DISCLOSURE AND OTHER REQUIREMENTS

- 13a. Provide an 8 1/2" X 11" map indicating the project site and identifying all parcels adjacent to and within 300 feet of the project site. Outer boundaries (not adjacent to project site) of large parcels need not be identified. All parcel numbers need to be indicated. (See Section 6)
- 13b. Provide a list of all parcel numbers within the 300 foot radius and include the name and address of the property owner as of the most recent assessment roll being prepared. (See Section 11).
- 13c. Provide signed financial disclosure statement/s (See Section 11) pursuant to Government Code Section 56700.1. (See Section 13)
- 13d. Provide one copy of an indemnification agreement (See Section 12).
- 13e. Provide two sets of original mailing labels that separately identify applicants, affected agencies, school districts, registered voters and landowners on project site, property owners and registered voters within 300 feet of project site, and any other party to which notification must be provided. Labels must be current and complete and in Avery 5160 format.

14. Final Comments

- 14a. List any conditions LAFCo should include in its resolution for approval.
- 14b. Provide any other comments or justifications regarding the proposal from any affected local agency, landowner or resident.
- 14c. Enclose all pertinent staff reports and supporting documentation related to this proposal. Note any changes in the approved project that are not reflected in these materials.

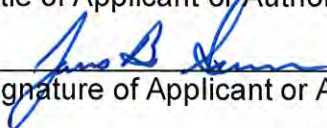
15. Applicant's Certification

I hereby certify that the information contained in this application and accompanying documents is true, correct, and accurate to the best of my knowledge. In addition, I hereby agree to pay all required filing and processing fees required by the State of California and Alameda LAFCO, including any expenses for preparation of environmental documentation and planning studies needed to complete this application.

I further understand that Alameda LAFCO will not process an incomplete application and that State law and Alameda LAFCO policies and procedures require that specific material be submitted in conjunction with the application.

James B. Summers
Name of Applicant or Authorized Representative

Foothill Boulevard Holding Company, LLC
Title of Applicant or Authorized Representative


Signature of Applicant or Authorized Representative

04/08/2025
Date

SECTION 3:

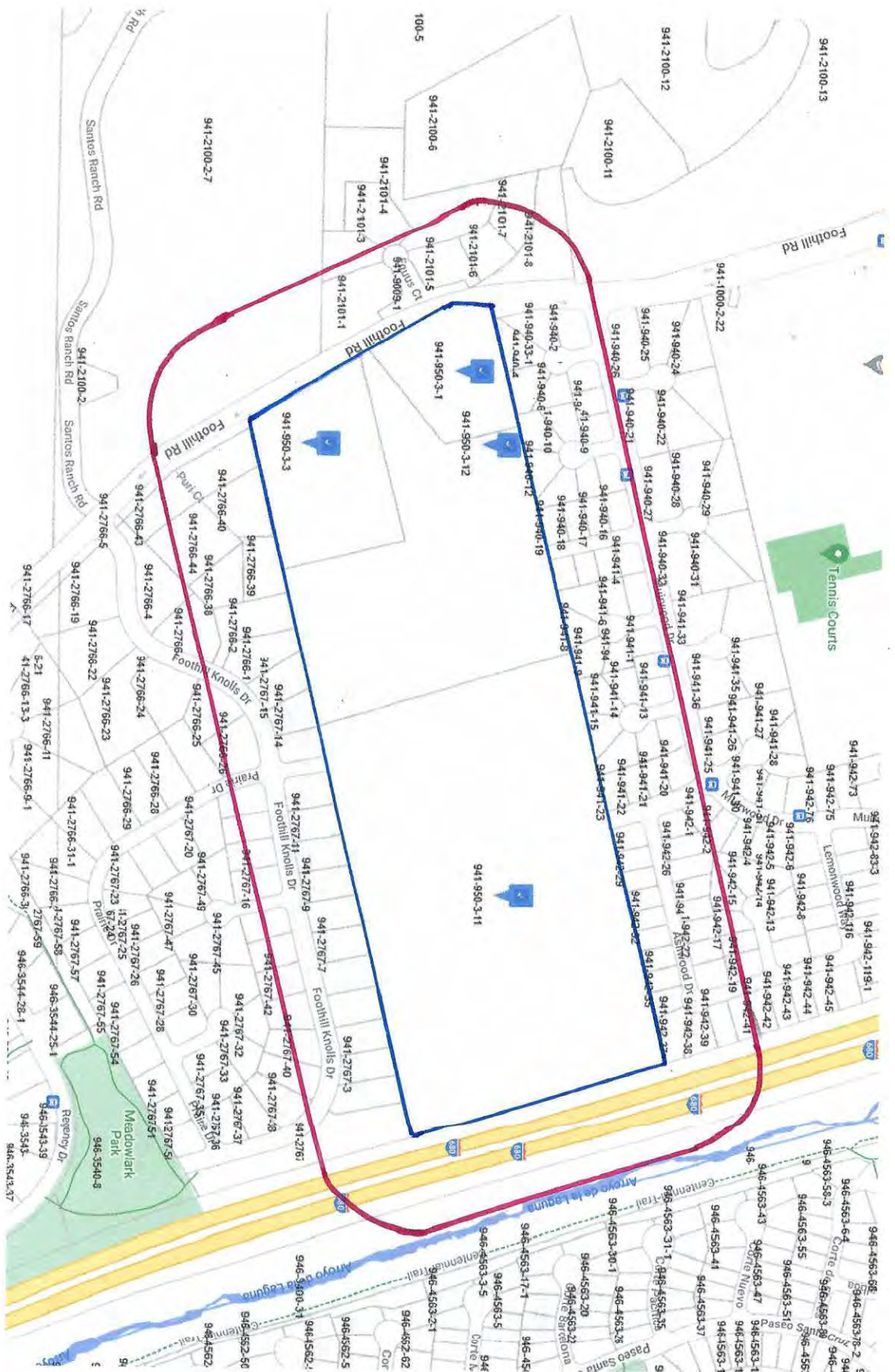
Sphere of Influence Questionnaire

(Not Required)

SECTION 4:

Assessor Parcel Maps with Application Area Highlighted

3/4" = 300'

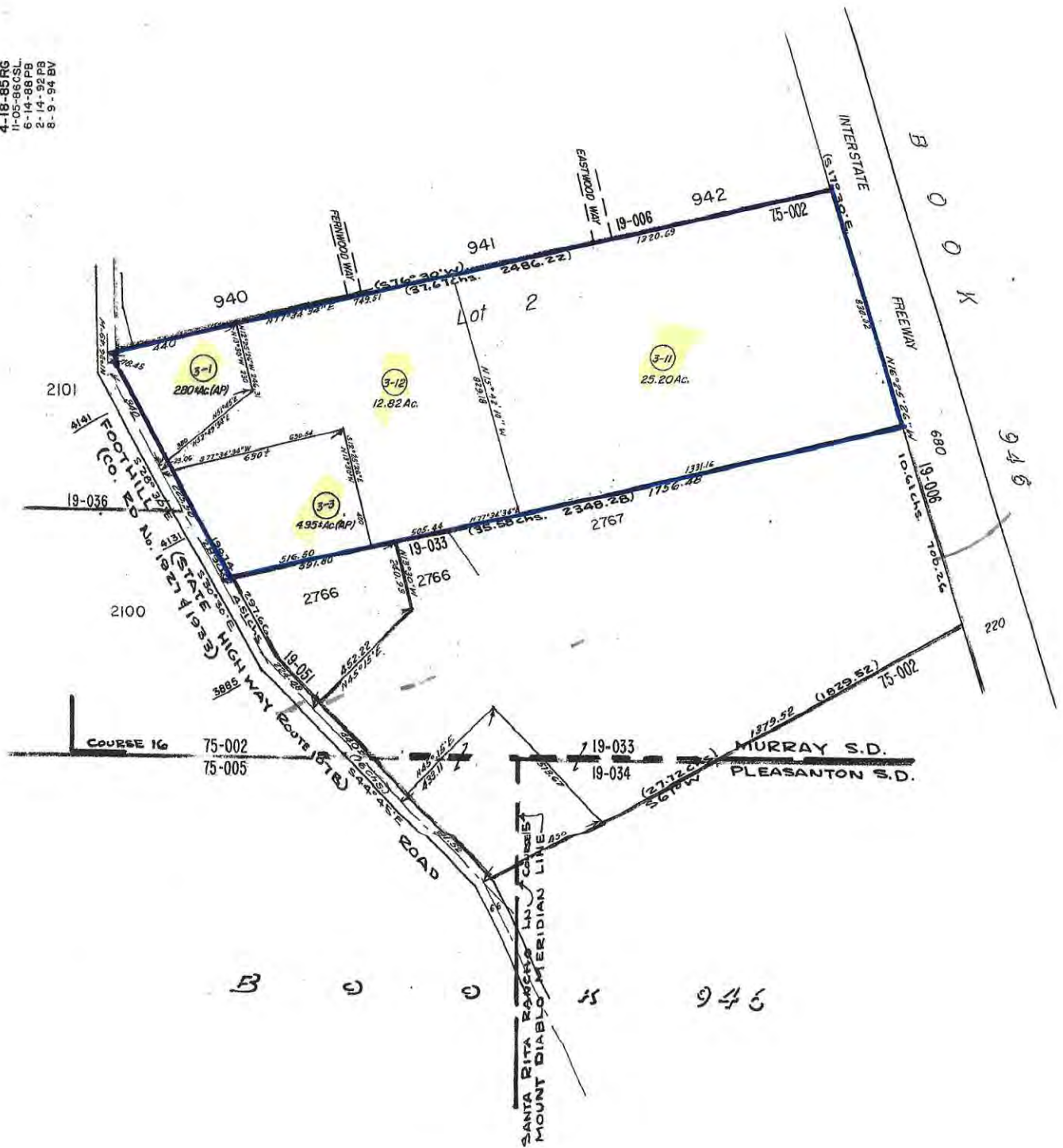


950

Map Accompanying the report of the referee in partition in the case of Ada M. Dougherty plaintiff vs. J.W. Dougherty defendants. case No. 10239. Superior Court. Ala. Co.

Scale: 1" = 300'

Fmly Bk 95 Ptn Bk 155 Rev. 3-15-73 H.N.
4-21-97 WL
11-12-88 CSL
6-1-82 RG
2-10-84 PB
4-18-85 RG
11-05-88 CSL
6-14-88 PB
2-14-92 PB
8-9-94 BV



B O O K 946

ASSESSOR'S MAP 941

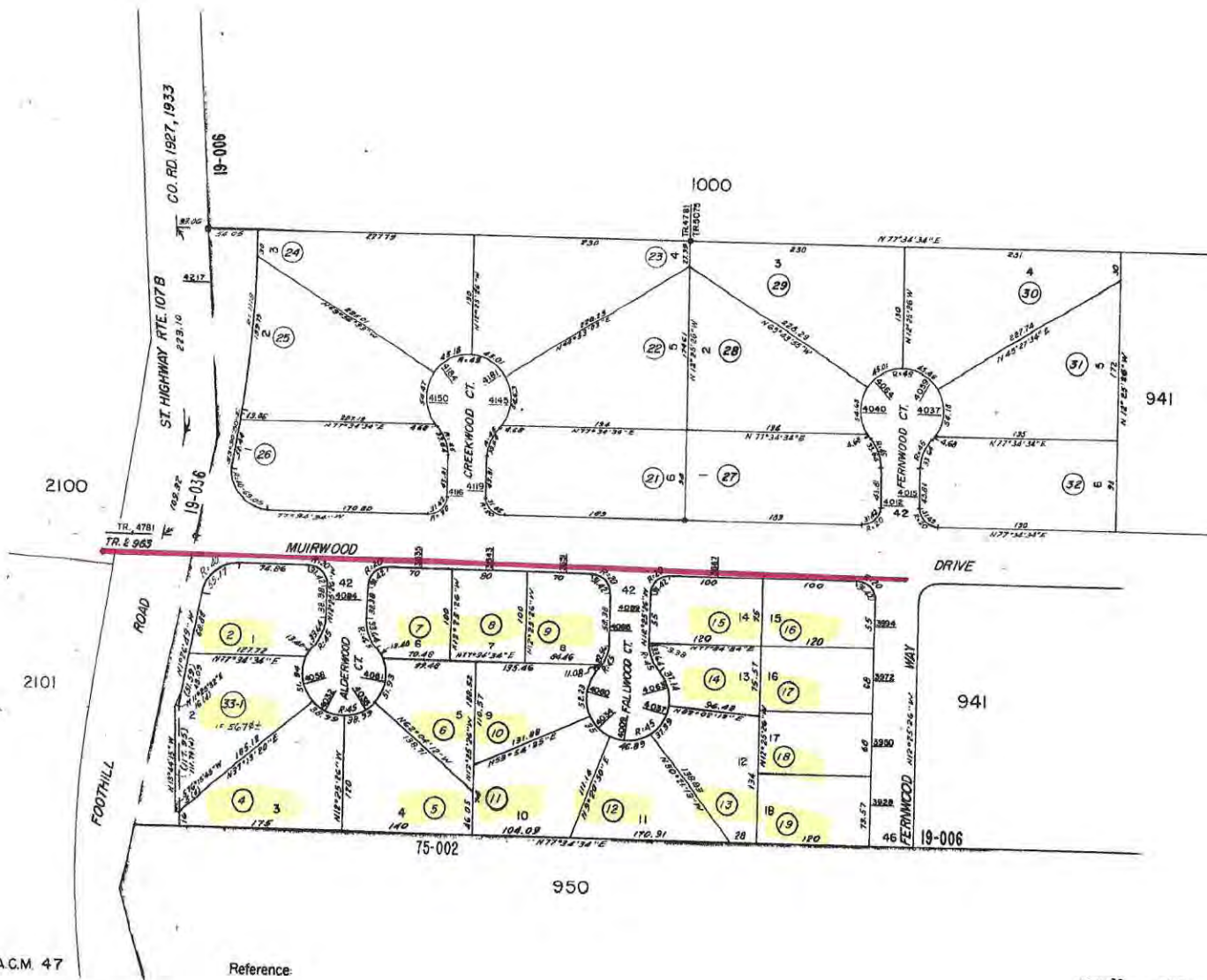
Code Area Nos. 19-006

940 Scale 1" = 100'

TR. 4781 134/1
 TRACT 2963 (Bk. 57 Pg. 62)
 TR. 5075 136/92

Revised 6-7-73 RM
 9-21-82 PB
 11-14-83 G.A.
 6-15-88 CSL
 2-14-91 BV
 2-14-92 PB

Drawn 11-68RM.



Formerly Part Blk. 950

A.C.M. 47

Reference:

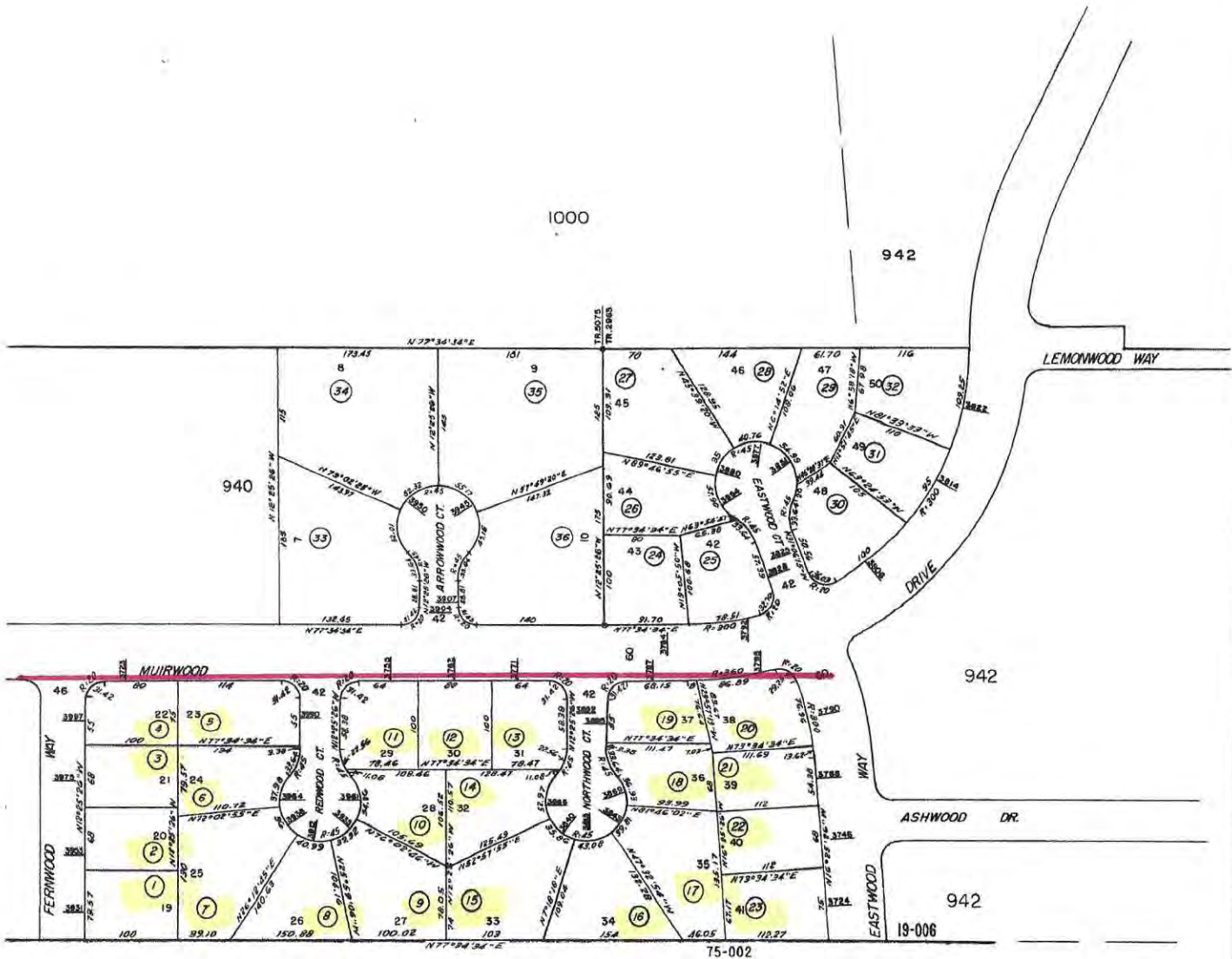
HPN 32 Ind. 5

SESSOR'S MAP 941

Code Area Nos. 19-006

941 Scale: 1" = 100'

TRACT 2963 (Bk. 57 Pg. 62)
TR. 5075 136/92



ASSESSOR'S MAP 941

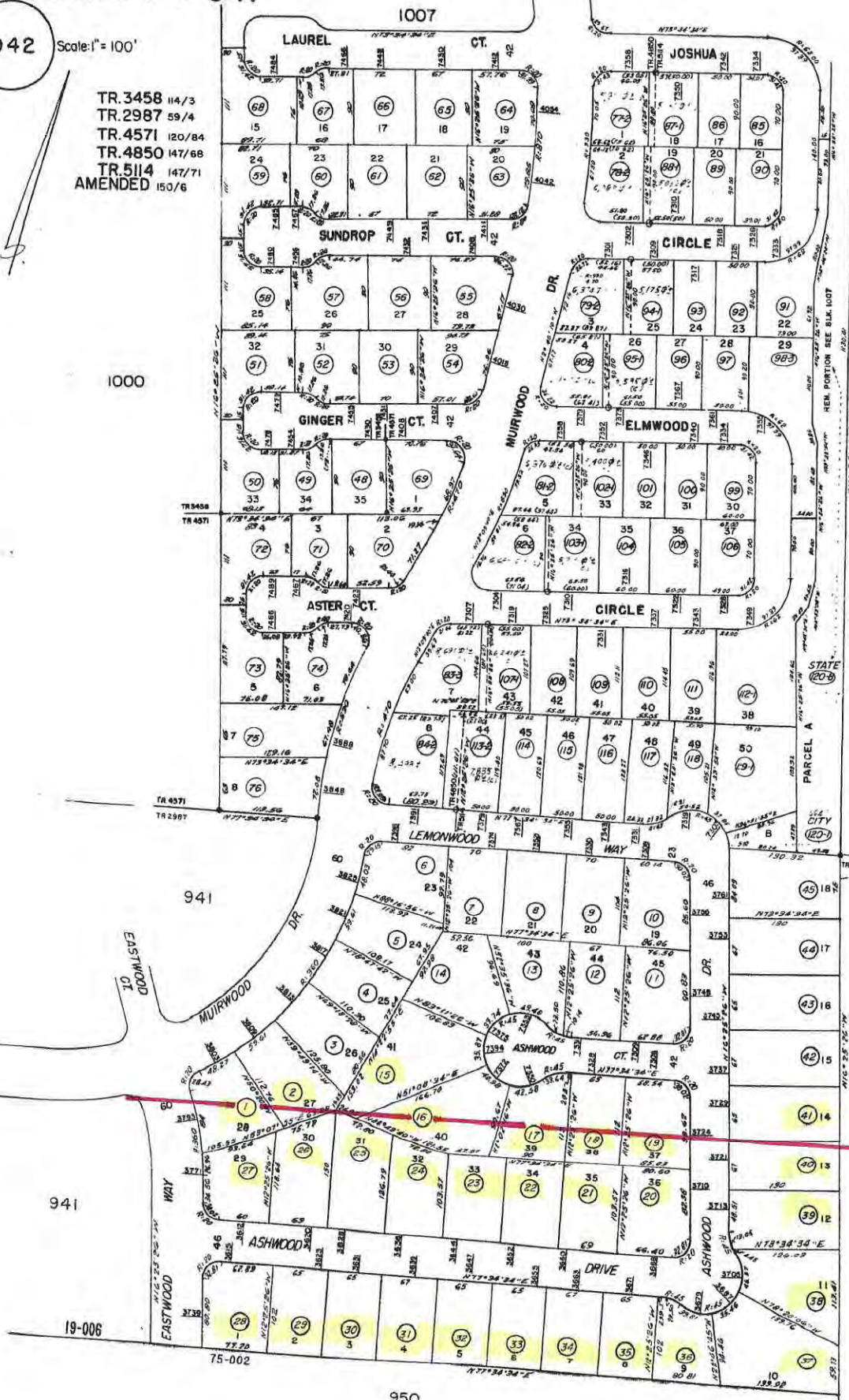
Code Area Nos. 19-006

942

Scale: 1" = 100'

TR. 3458 114/3
TR. 2987 59/4
TR. 4571 120/84
TR. 4850 147/68
TR. 5114 147/71
AMENDED 150/6

Drawn 11-68 R.M. Revised 10-22-80RM 10-1-84AH 1-13-86CSL
20-813T 11-7-88AH 6-15-88CSL
10-1-86CSL 1-1-88AH



Formerly Par. Blk. 950

A.C.M. 47

Reference:

950

220

680

176J

INTERSTATE

FREWAY

B O O K 946

HPN-120-8
1nd. 5

ASSESSOR'S MAP 941

Code Area Nos. 19-033 19-034

2767

SCALE: 1" = 100'

TR. 5065 140/57

BK. 946

REVISED: 6-15-88 CSL
9-27-96 WL

DRAWN: 2-10-84 PB

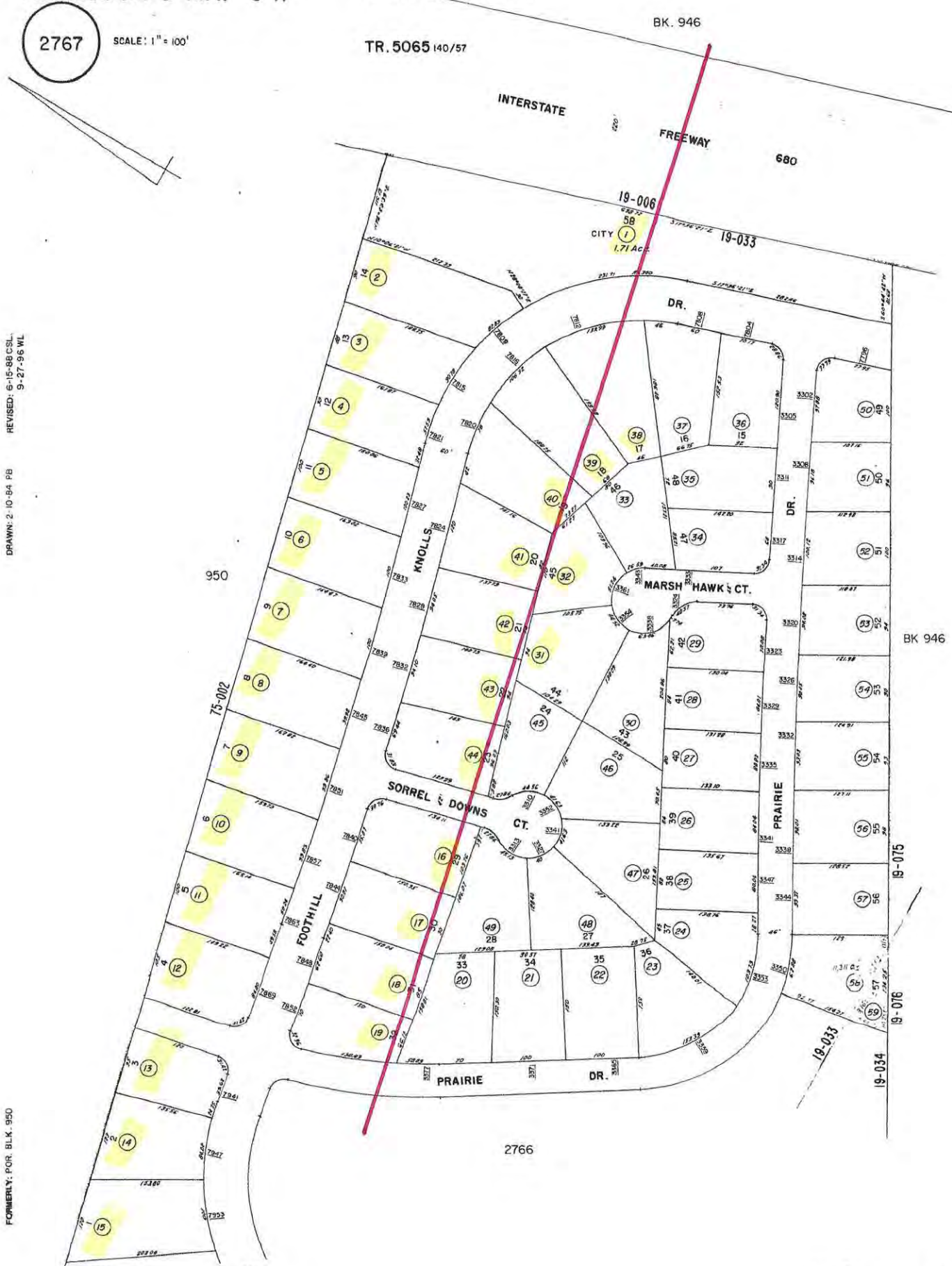
FORMERLY: FOR BLK. 950

A.C.M. 47

REF.:

HPN 59

IND. PG 10



ASSESSOR'S MAP 941

Code Area Nos. 19-033 19-034 19-051

2766

SCALE: 1" = 100'

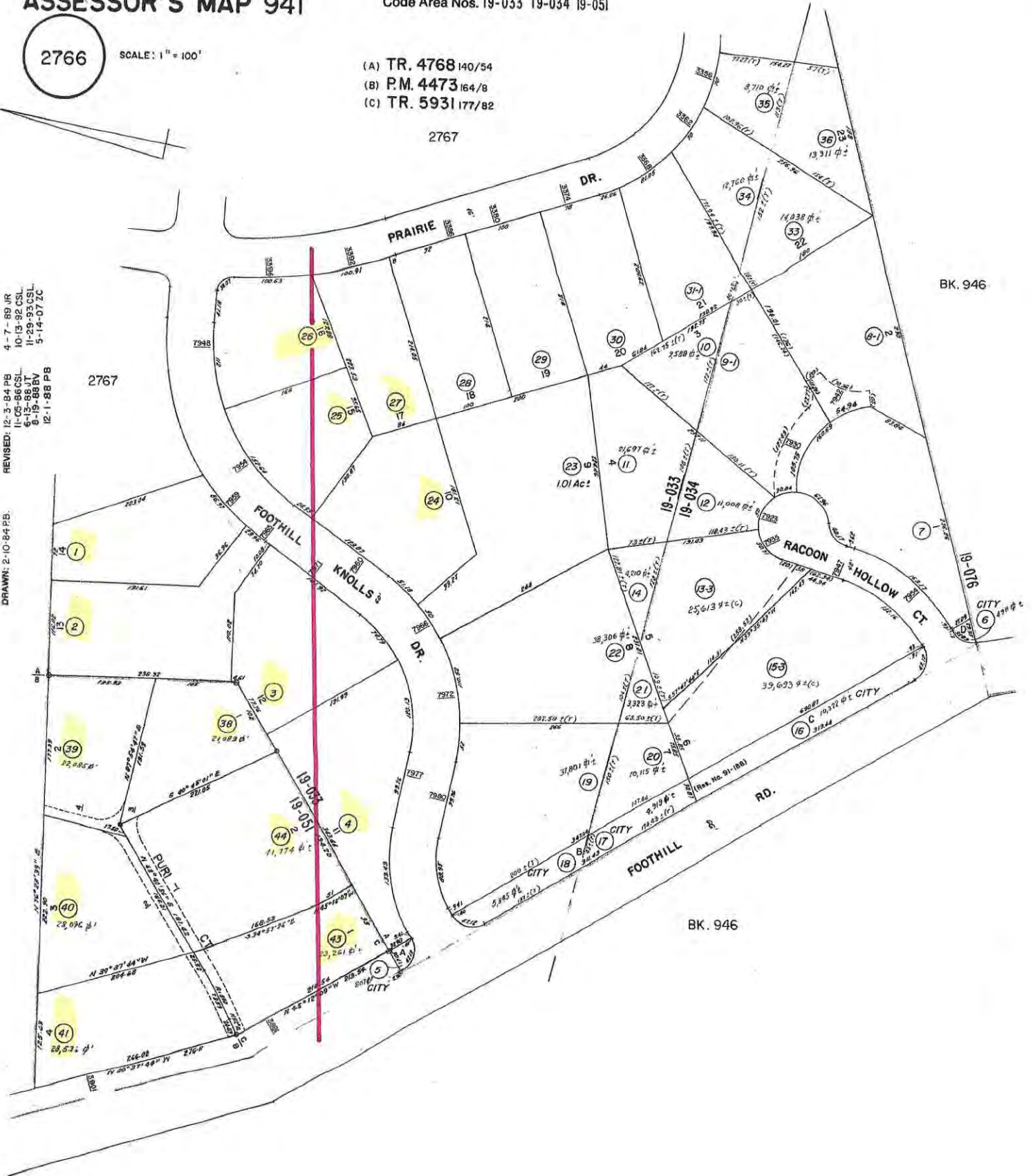
- (A) TR. 4768 140/54
- (B) P.M. 4473 164/8
- (C) TR. 5931 177/82

2767

REVISOR: 12-3-84 PB
11-15-86 CSL
8-18-88 BV
12-1-88 PB

DRAWN: 2-10-84 PB.

FORMERLY: POR. BLK. 950



BK. 946

BK. 946

ASSESSOR'S MAP 941

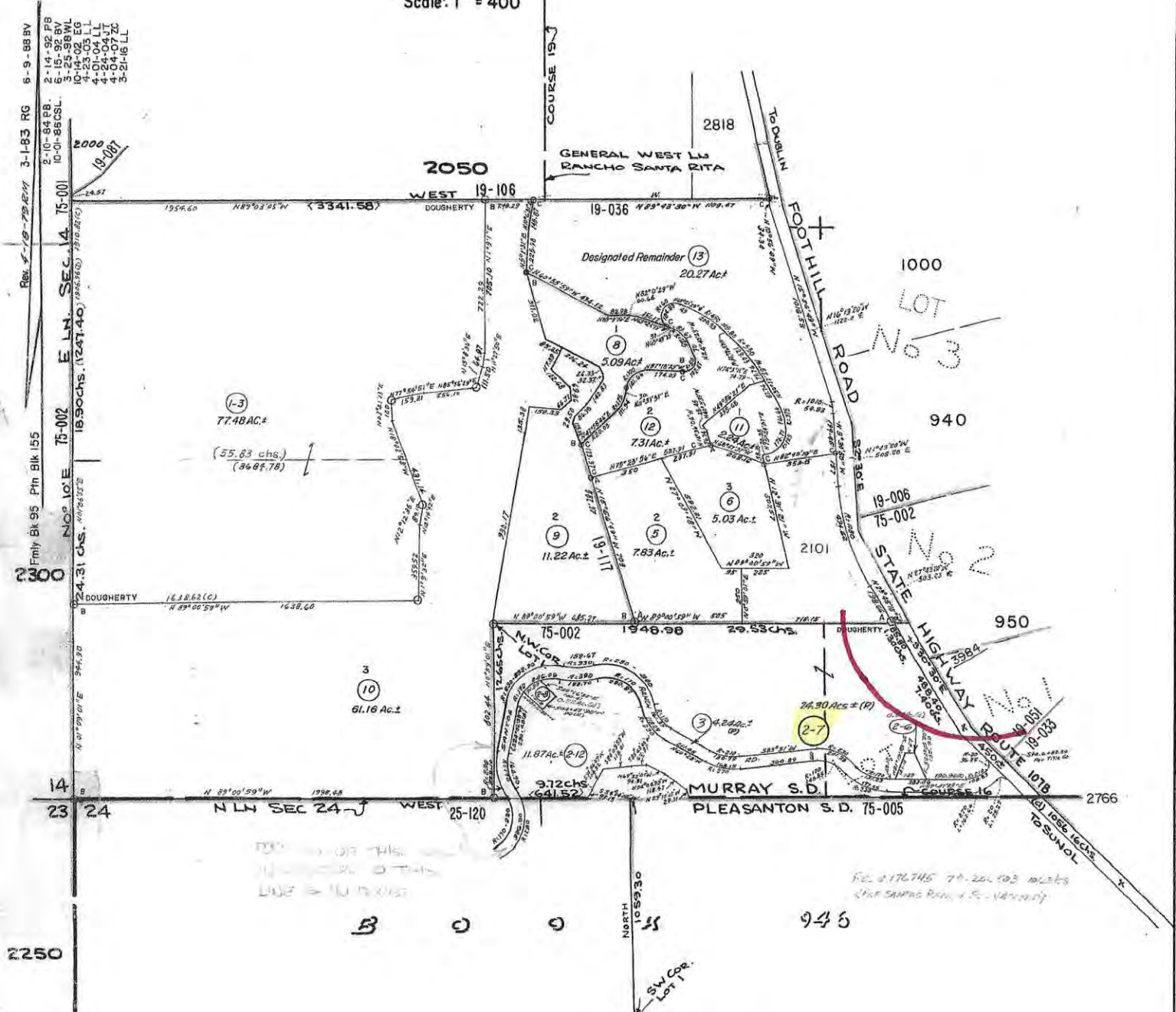
Code Area Nos. 19-036
19-117 75-002

2100

Map accompanying report of referee
in case in partition of A.M. Dougherty
plaintiff vs. J.W. Dougherty, et al
Ala. Co. case No. 10239.

- (A) P.M. 3692 161/58
- (B) P.M. 7620 262/86-88
- (C) P.M. 10010 330/65-67

Scale: 1" = 400'



DO NOT CUT THIS
LINE TO THE
LINE TO THE

B O O

FILE 176745 74-264403 10/2/75
(SEE SAMPLER RECD. 4 S. - 1/4/1975)

ASSESSOR'S MAP 941

Code Area Nos. 19-036

2101 SCALE: 1"=100'

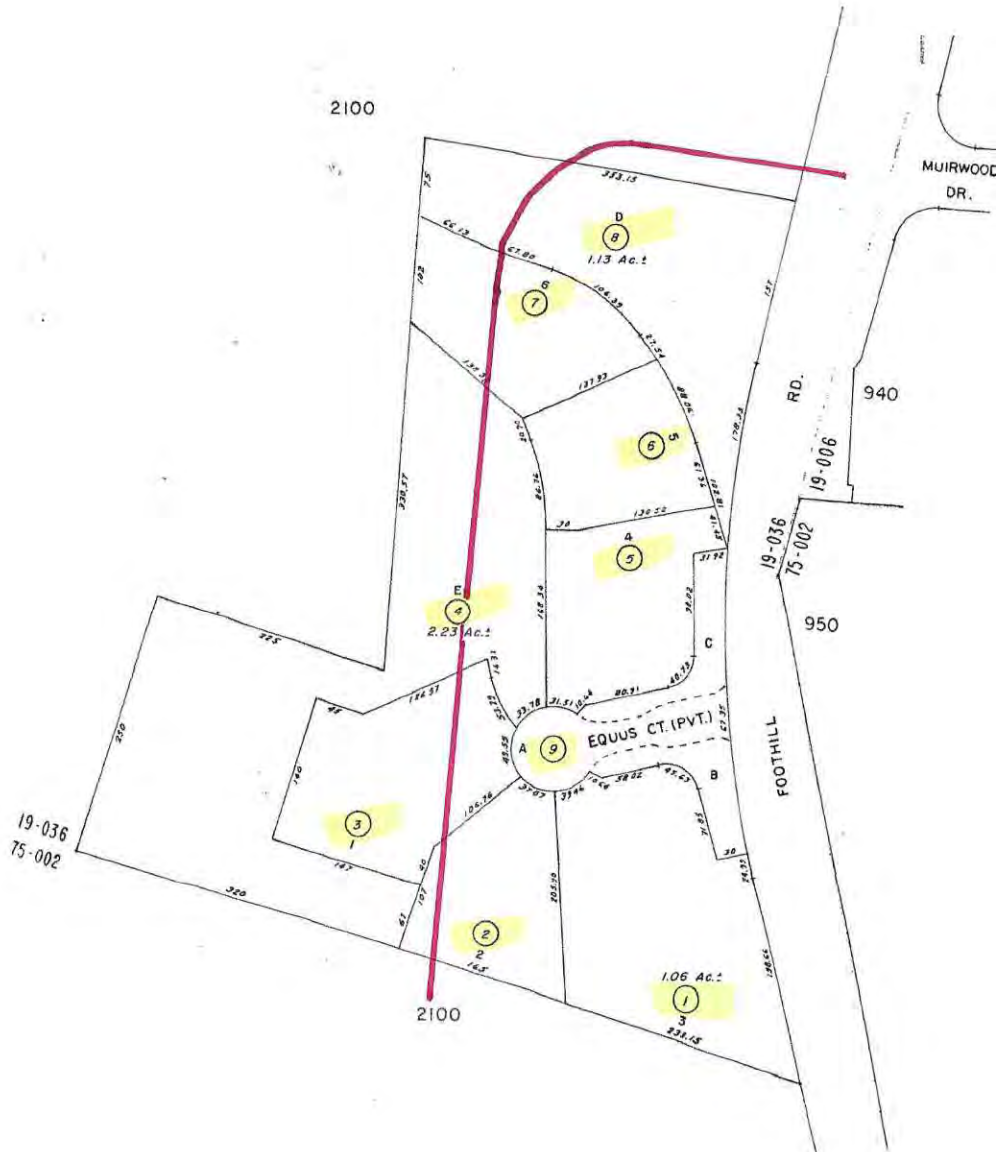
TR. 6275 199/51

REVISED:

DRAWN: 2-14-92 PB

T6275

FORMERLY: POR. BLK. 2100

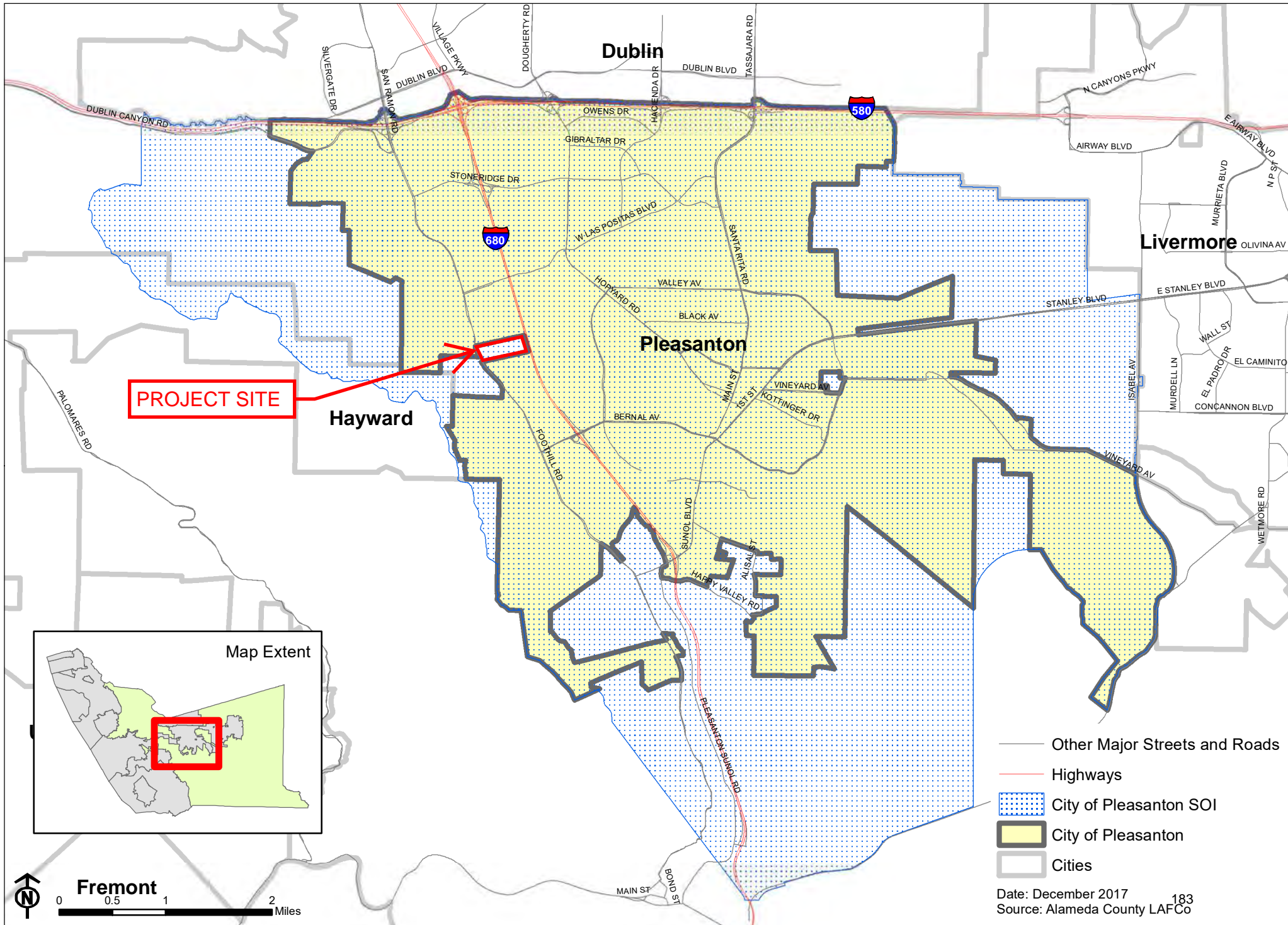


SECTION 5:

Sphere of Influence Maps

a. City of Pleasanton

City Limits and Sphere of Influence Boundaries for the City of Pleasanton



PROJECT SITE

Hayward

Dublin

Pleasanton

Livermore

Map Extent

Fremont

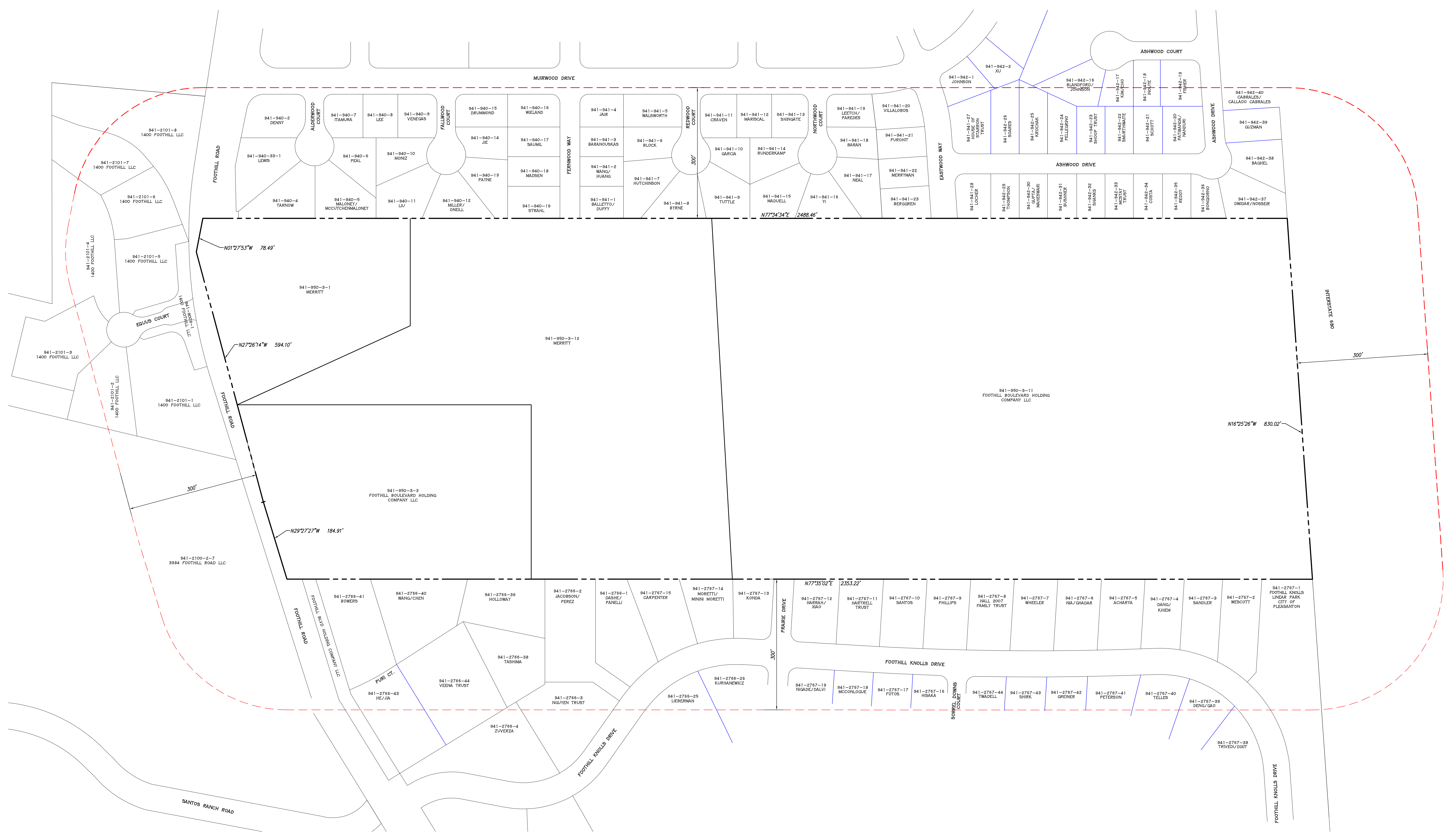
0 0.5 1 2 Miles

- Other Major Streets and Roads
- Highways
- ▒ City of Pleasanton SOI
- City of Pleasanton
- Cities








Date: December 2017 183
Source: Alameda County LAFCo

SECTION 6:

300-foot Radius Map with Assessor Parcel Numbers

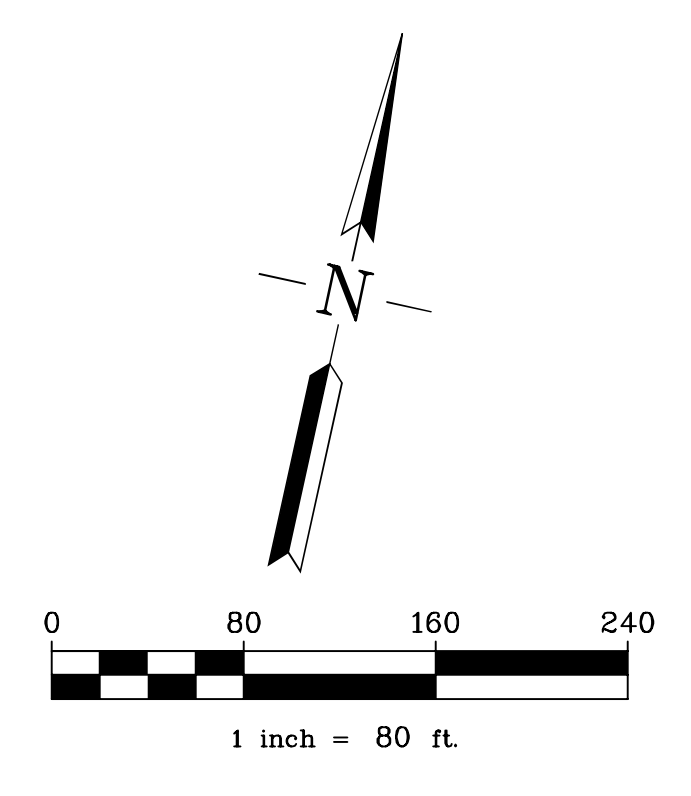


LEGEND

-  RECORD BOUNDARY LINE
-  ADJACENT LOT LINE
-  300' RADIUS LINE
-  PTR
-  APN
-  PRELIMINARY TITLE REPORT
-  ASSESSOR'S PARCEL NUMBER

**300-FOOT RADIUS MAP
MERRITT PROPERTY**

ALAMEDA COUNTY, CALIFORNIA
FOR: DESILVA GATES



RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

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SECTION 7:

Annexation Map and Legal Description

EXHIBIT "A"

ANNEXATION NAME _____

ANNEXATION NO. _____

BY LAFCo RESOLUTION NO. _____
ON _____, 20__

SCALE: 1" = 200'

DATE: NOVEMBER 4, 2024
REVISION DATE: _____

THIS MAP IS FILED AT THE REQUEST OF THE CITY OF LIVERMORE AT _____ MINUTES PAST _____ M. ON THE _____ DAY, OF _____, 2024 IN BOOK _____ OF MAPS, AT PAGE _____ SERIES No. _____; THE CERTIFICATE OF COMPLETION AND BOUNDARY DESCRIPTION ARE RECORDED IN SERIES No. _____ OF OFFICIAL RECORDS, ALL IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, CALIFORNIA

MELISSA WILK
COUNTY RECORDER

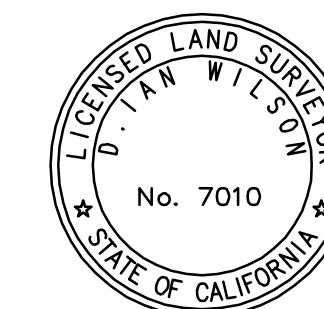
BY: _____
DEPUTY COUNTY RECORDER

THIS MAP CONFORMS TO THE REQUIREMENTS OF THE LOCAL AGENCY FORMATION COMMISSION OF ALAMEDA COUNTY.

DANIEL WOLDESEBET, PH.D., P.E.
DIRECTOR OF PUBLIC WORKS

BY: _____
D. IAN WILSON, P.L.S. NO. 7010
COUNTY SURVEYOR,
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

DATE: _____



THIS MAP, WHEN FILED, WAS ACCOMPANIED BY A CERTIFICATE OF COMPLETION AND CERTIFIED COPY OF THE BOUNDARY DESCRIPTION DELINEATED HEREON, AS REQUIRED BY SECTION 57203 OF THE GOVERNMENT CODE.

BY: _____
RACHEL JONES
LAFCo EXECUTIVE OFFICER

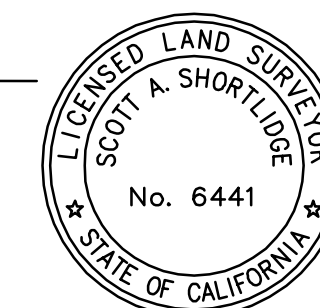
DATE: _____

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION.

DRAFT

SCOTT SHORTLIDGE
L.S. NO. 6441

DATE



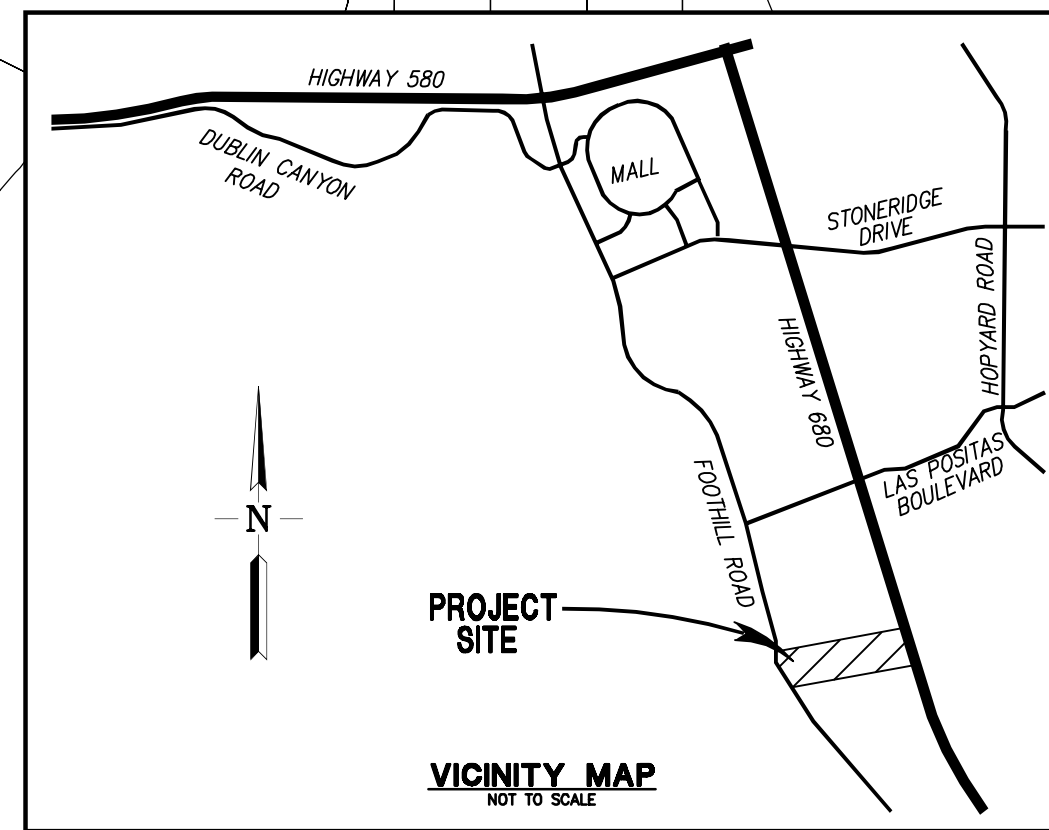
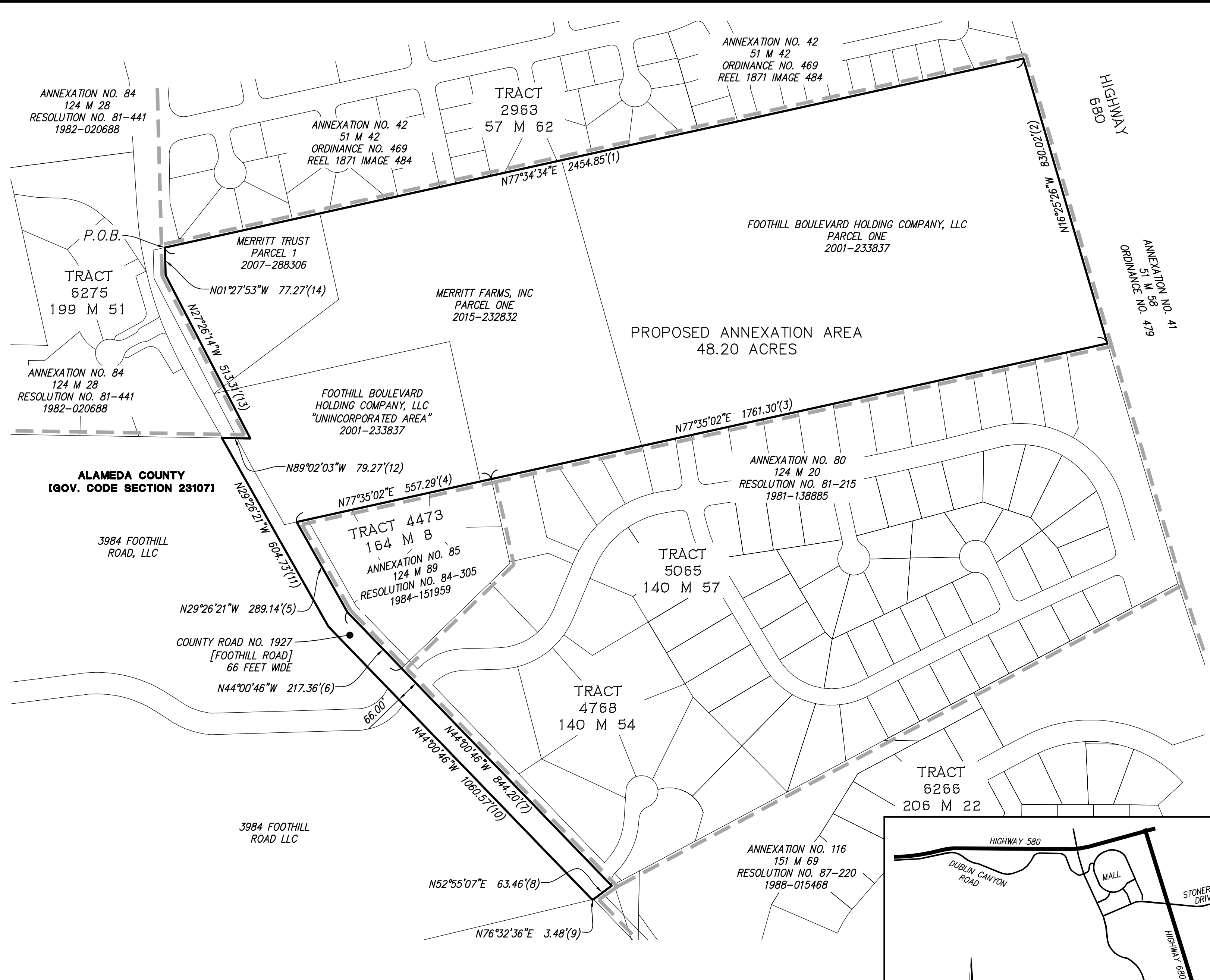
RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

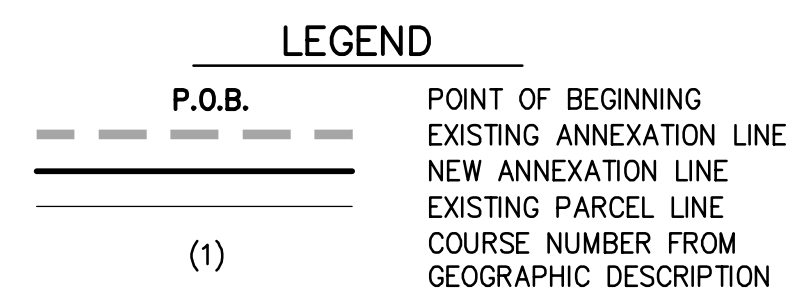
JOB No. 171057

NOVEMBER 4, 2024

SHEET 1 OF 1



- NOTES:**
- 1) THE METHOD USED TO CALCULATE THIS AREA WAS BY CALCULATION.
 - 2) REFERENCES TO EXISTING CITY BOUNDARIES ARE PRIMARY CALLS; ANY BEARINGS AND DISTANCES SHOWN HEREON SHOULD BE CONSIDERED SECONDARY ONLY.
 - 3) AS A DRAFTING CONVENTION, THE SMALL SEPARATIONS BETWEEN PORTIONS OF THE LINWORK AROUND THE BOUNDARY OF THE PROPOSED ANNEXATION WERE PROVIDED TO ALLOW MULTIPLE DESCRIPTIONS TO BE PLACED ON WHAT WOULD OTHERWISE BE A SINGLE LINE. THESE LINES ARE TO BE CONSIDERED COINCIDENT EXCEPT WHERE NOTED.



G:\JOB2017\171057\MAPPING\ANNEXATION\171057-ANNEX.DWG 11/4/2024 10:01:53 AM ZACHARY SCHWARZ

EXHIBIT I

Real property situate in the unincorporated portion of the County of Alameda, State of California and being Parcel 1 as described in the Grant Deed to Merritt Trust, recorded as Document No. 2007-288306, all of Parcel One described in the Quitclaim Deed to Merritt Farms, Inc, recorded as Document No. 2015-232832, and all of the parcels described as "Unincorporated Area" and Parcel One in the Grant Deed to Foothill Boulevard Holding Company, LLC recorded as Document No. 2001-233837, all of Official Records of said County, and a portion of County Road No. 1927 [Foothill Road] (66 feet wide), and being more particularly described as follows:

Beginning at the southwest corner of the Annexation entitled "Annexation No. 42 – Hansen-Giger Addition", filed November 10, 1966 in Book 52 of Maps at Page 41 (Reel 1871, Image 484), Official Records of Alameda County, same corner being a point on the west line of the Annexation entitled "Annexation No. 84 – Resolution No. 81-441" (Doc. No. 82-020688), filed February 10, 1982, in Book 124 of Maps at Page 28, Official Records of Alameda County;

Thence easterly, along the south line of said Annexation No. 42,

Course 1) North 77° 34' 34" East, 2454.85 feet to a point on the west line of the Annexation entitled "Annexation No. 41 – Hansen-Giger Home Ranch Annex", filed April 17, 1967, in Book 51 of Maps at Page 58, Official Records of Alameda County;

Thence southerly, along last said line,

Course 2) South 16° 25' 26", East, 830.02 feet to the northeast corner of the Annexation entitled "Annexation No. 80 – Evans Annex – Resolution No. 81-215" (Doc. No. 81-138885), filed August 14, 1981, in Book 124 of Maps at Page 20, Official Records of Alameda County;

Thence westerly, along the north line of said "Annexation No. 80",

Course 3) South 77° 35' 02" West, 1761.30 feet to a westerly corner of corner of said Annexation, same corner being the northeast corner of the Annexation entitled

EXHIBIT I

“Annexation No. 85 – Resolution No. 84-305” (Doc. No. 84-161959), filed August 9, 1984, in Book 124 of Maps at Page 89, Official Records of Alameda County;

Thence continuing westerly along the north line of said “Annexation No. 85”,

Course 4) South 77° 35' 02" West, 557.29 feet to the northwest corner thereof;

Thence along the west line of last said Annexation, in a southeasterly direction, the following two (2) courses:

Course 5) South 29° 26' 21" East, 289.14 feet;

Course 6) South 44° 00' 46" East, 217.36 feet to the southwest corner of last said Annexation, same corner being a westerly corner of said Annexation No. 80;

Thence continuing southeasterly along the west line of last said Annexation,

Course 7) South 44° 00' 46" East, 844.20 feet to the southwest corner thereof, same corner being a point on the north line of the Annexation entitled “Annexation No. 116 – Resolution No. 87-220” (Doc. No. 88-015468), filed January 21, 1988 in Book 151 of Maps at Page 69, Official Records of Alameda County;

Thence continuing along the north line of said “Annexation No. 116”, in a southwesterly direction

Course 8) South 52° 55' 07" West, 63.46 feet to a west corner thereof;

Thence crossing through said County Road No. 1927 [Foothill Road] (66 feet wide);

Course 9) South 76° 32' 36" West, 3.48 feet to the west line thereof;

Thence along the west line of said Foothill Road the following two (2) courses:

Course 10) North 44° 00' 46" West, 1060.57 feet;

Course 11) North 29° 26' 21" West, 604.73 feet to the south line of the Annexation entitled “Annexation No. 84 – Resolution No. 81-441” (Doc. No. 1982-020688), filed February 10, 1982 in Book 124 of Maps at Page 28, Official Records of Alameda County;

EXHIBIT I

Thence along the south and east lines of said "Annexation No. 84" the following three (3) courses:

- Course 12) South 89° 02' 03" East, 79.27 feet to the southwest corner thereof;
- Course 13) North 27° 26' 14" West, 513.31 feet
- Course 14) North 01° 27' 53" West, 77.27 feet to the **Point of Beginning** hereof.

END OF DESCRIPTION

This description and its accompanying plat were prepared by or under the direction of:



DRAFT

DRAFT

DATE

SCOTT A. SHORTLIDGE

**Appendix F:
Hazards and Hazardous Materials Supporting Information**

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2173 Francisco Blvd. E., Suite D
San Rafael, California 94901
415.460.6770 Fax 415.460.6771
main@westenvironmental.com

October 9, 2023

Mr. James Summers, P.E.
The DeSilva Group
11555 Dublin Boulevard
Dublin, CA 94568

Subject: Closure Evaluation, Merritt Property Development, 4141 Foothill Boulevard,
Pleasanton, California, Regional Water Board Case #01S0515

Dear Mr. Summers:

Pursuant to your request, West Environmental Services & Technology, Inc. has prepared this Closure Evaluation for the environmental conditions at the Merritt Property Development at 4141 Foothill Boulevard in Pleasanton, California (“the Site;” Figure 1). Soil, soil gas and groundwater sampling at the Site has revealed the presence of: residual pesticides in soil and trace levels of volatile organic compounds (VOCs) in soil gas and groundwater. Based on a comparison of the sample results with applicable screening levels, the chemicals present at the Site do not pose an unacceptable threat to human health based on a residential land use exposure scenario. Therefore, WEST recommends no further actions to address conditions, and that Site closure is appropriate. Details of our evaluation and supporting rationale are provided below.

1.0 BACKGROUND

The approximately 46-acre Site is located at 4141 Foothill Road in Pleasanton, California, between Foothill Road and Highway 680 (Figure 1). The topography of the Site consists of a rapid transition from hillside on the west to a relatively flat valley floor on the east. On the western third of the Site, the elevation slopes east from about 380 feet to about 370 feet above mean sea level. Further east across the remaining two-thirds of the Site, the elevation slopes east from about 370 feet to about 360 feet above mean sea level.

The western third is developed and consists of two buildings and a small pump house. Both buildings are built slab on grade, and together cover approximately 1,000 square feet. The two structures housed the Merritt Manufacturing operations. The remainder of the Site consisted of a walnut tree orchard.

1.1 SITE HISTORY AND USE

The Site was developed as a walnut grove ago and was permitted as “Merritt Farms” (Harza, 1994). Currently, though the trees are still present, walnut harvesting ceased decades ago. In the 1970s, Merritt Manufacturing began its light manufacturing operations. This operation processed aluminum to create fasteners for coaxial cables, holders for 15-gallon water bottles, and metal frames for submersible pumps.

1.2 GEOLOGIC AND HYDROGEOLOGIC SETTING

The Site is located in the central portion of the Coast Ranges geomorphic province. The surface and shallow geology to a maximum of 15 or 20 feet consists of Quaternary Alluvium. The Livermore Formation is beneath the alluvium and possibly outcrops on the western portion of the Site.

Unconsolidated clay and silt are the major components of the sediments encountered in the borings drilled at the Site. Significant water bearing units characterized by coarser grained materials were not encountered. The alluvium (shallow geology) was described in Site boring logs as silt or clay that was damp; hard, dense, or very stiff; and with low to medium plasticity. In some borings, the silt or clay contained fine to medium grained sand. Beneath the alluvium, up to approximately 20 feet thick at the Site, is the Livermore Formation. The Livermore Formation was observed down to a depth of 90 feet in the deepest boring at the Site. The Livermore Formation contained sequences of cemented sand and gravel within a dense silt and clay matrix, each ranging in thickness from a few inches to several feet. Groundwater at the Site was encountered at a depth of about 18 feet below ground surface. The groundwater direction was reported to flow to the northeast.

2.0 SUMMARY OF INVESTIGATIONS

Site investigations have been conducted since 1994. The investigations were designed to (1) assess the potential for releases of the chemicals used in agriculture and light manufacturing at the Site, (2) delineate the nature and extent of chemicals in soil and groundwater at the Site, and (3) provide sufficient data to assess potential human health and ecological risks.

2.1 HARZA - 1994

The preliminary Site investigation performed by Harza (1994)¹ included the installation of soil borings and the collection of soil and groundwater samples. The Harza investigation reported a single detection of 1,1,1-trichloroethane (1,1,1-TCA) at 380 micrograms per liter ($\mu\text{g/l}$) in groundwater, one detection of total petroleum hydrocarbons in the diesel range (TPHd) in groundwater (220 $\mu\text{g/l}$) and four detections of TPHd in soil. The laboratory qualified the detection in groundwater of TPHd as a non-diesel hydrocarbon mixture. A summary of the groundwater analytical data is presented in Table 1.

2.2 WEST - 1998

Based on the 1994 findings, additional soil and groundwater sampling was performed by WEST in August and September of 1998. WEST also collected soil gas samples at six in September 1998. Between December 23, 1993 and September 14, 1998, soil and groundwater samples were collected for analysis of VOCs, petroleum hydrocarbons, pesticides and metals. Historic sampling locations are presented on figures provided in Attachment 1.

¹ Harza Consulting Engineers, *Phase I Preliminary Site Assessment and Preliminary Soil and Ground Water Quality Investigation, Merrett Property, Pleasanton, California*, February 1994.

The investigations revealed the presence in soil of: benzene up to 28 micrograms per kilogram ($\mu\text{g}/\text{kg}$); 1,1-dichloroethene up to 27 $\mu\text{g}/\text{kg}$; ethyl benzene up to 6.4 $\mu\text{g}/\text{kg}$; 1,1,1-TCA up to 120 $\mu\text{g}/\text{kg}$; xylenes up to 100 $\mu\text{g}/\text{kg}$; isopropyl benzene up to 8.9 $\mu\text{g}/\text{kg}$; 1,3,5-trimethylbenzene up to 35 $\mu\text{g}/\text{kg}$, and 1,2,4-trimethylbenzene up to 120 $\mu\text{g}/\text{kg}$ (Table 2).

Laboratory analysis of soil samples also revealed: antimony up to 3.1 mg/kg, arsenic up to 17.0 mg/kg; cadmium up to 19 mg/kg; chromium up to 100 mg/kg; cobalt up to 17 mg/kg; lead up to 300 mg/kg; nickel up to 60 mg/kg; and mercury up to 0.88 mg/kg (Table 3).

Laboratory analysis of soil gas samples SG-1 to SG-7 revealed the presence of 1,1,1-TCA up to 1,630 $\mu\text{g}/\text{m}^3$ (Table 4). Other VOCs in soil gas were not detected above their applicable laboratory reporting limits.

2.3 CORNERSTONE – 2007

In June 2007, Cornerstone collected soil, soil gas and groundwater samples at the Site from 33 borings, i.e., B-1 to B-5, S-1 to S-14 and VS-1 to VS-4 (Cornerstone, 2007).² Borings B-1 to B-5 were advanced near the buildings where previous investigations had detected the presence of VOCs and petroleum hydrocarbons. Borings S-1 to S-14 were shallow soil samples from areas of discolored soil, drainage ditch near the former manufacturing and orchard operations. VS-1 to VS-4 were borings for the collection of soil gas samples near the area where VOCs were detected in groundwater during the 1998 investigation. The 2007 sampling locations are provided on Figures 2 and 3.

Only seven of the 24 soil samples revealed the presence of organochlorine pesticides including: DDE up to 0.102 mg/kg and DDT up to 0.0568 mg/kg. Sampling did not reveal the presence of chlordane above its laboratory-reporting limit in 23 of the 24 samples. One soil sample was reported to contain chlordane (2.06 mg/kg in boring SB-14, collected near a former building footprint).

Arsenic was reported to be present in soil up to 8.8 mg/kg; lead up to 46 mg/kg; mercury up to 0.1 mg/kg and cadmium up to 2.2 mg/kg. Petroleum hydrocarbons and associated aromatic VOCs benzene, toluene and ethyl benzene were not reported to be present above the laboratory-reporting limits. One sample was reported to contain xylenes at 0.031 mg/kg.

With the exception of acetone, a common laboratory contaminant, and 2-butanone (also known as methyl ethyl ketone), VOCs were not detected in soil gas sample SV-4.

Chlorinated VOCs were only detected in soil gas sample SV-3, with 1,1-DCE at 18 $\mu\text{g}/\text{m}^3$; 1,1-DCA at 13 $\mu\text{g}/\text{m}^3$; 1,1,1-TCA at 71 $\mu\text{g}/\text{m}^3$ and trichloromethane (also known as chloroform) at 11 $\mu\text{g}/\text{m}^3$. Similarly, the petroleum hydrocarbon related VOCs, benzene, toluene and ethylbenzene were only detected in soil gas sample SV-3 at 16 $\mu\text{g}/\text{m}^3$, 43 $\mu\text{g}/\text{m}^3$ and 48 $\mu\text{g}/\text{m}^3$ respectively. Other petroleum related VOCs reported in soil gas samples included: xylenes up to 282 $\mu\text{g}/\text{m}^3$ (SV-3); 1,2,4-TMB up to 12 $\mu\text{g}/\text{m}^3$ (SV-2); and 4-ethyl toluene up to 12 $\mu\text{g}/\text{m}^3$ (SV-3).

² Cornerstone Earth Group, *Soil, Soil Vapor and Groundwater Quality Evaluation, 4131, 4135 and 4141 Foothill Boulevard, Pleasanton, California*, June 28, 2007.

The three groundwater samples (B-3, B-4 and B-5) only revealed the presence of chemicals in one sample (B-5) with TPH at 100 µg/l, toluene at 2.82 µg/l, ethylbenzene at 3.04 µg/l and xylenes at 21.2 µg/l (Table 1).

3.0 DATA EVALUATION

Investigations have revealed the presence of chemicals in soil, soil gas and groundwater. To evaluate the findings, an assessment has been conducted of the potential risks to human health and environment by comparing the findings with appropriate environmental screening levels (ESLs).

3.1 CONCEPTUAL SITE MODEL

Pursuant to State Water Board guidelines (Executive Order D-5-99 and Senate Bill 989), a CSM has been developed for the Site. The CSM represents the assemblage of the existing Site data and the general physical conditions that influence contaminant transport. A narrative description of the CSM is presented below.

3.1.1 Exposure Pathways Evaluation

Exposure pathways for chemicals at the Site have been evaluated to assess their potential impacts to human health and the environment. Direct contact and ingestion of pesticides, VOCs, TPH and metals in soil are identified as complete exposure pathway for Site occupants. Inhalation of VOCs in soil gas that have the potential to migrate to indoor air was identified as a potentially complete exposure pathway for future Site occupants. Direct exposure to VOCs and TPH in groundwater was not identified as a potentially complete exposure pathway as the Site is and will be served by municipal water supply.

3.1.2 Exposure Concentrations

The United States Environmental Protection Agency (USEPA) recommends that maximum beneficial uses of a property be the basis for evaluation. Based on the anticipated future Site use as residential, chemicals have been evaluated based on residential exposure.

Where sample data were limited, the maximum-detected concentration of the chemicals was used as the reasonable maximum exposure (RME) concentration to compare with the screening levels. Where an adequate number of data points were available, the 95 percent upper confidence level (UCL) of the mean concentration was calculated. Computation of the 95 percent UCL of the mean concentrations were performed using the USEPA's ProUCL software to satisfy the data distribution, i.e., normal or parametric (USEPA, 2015).³ The 95 percent UCL calculations are presented in Attachment 2. The lower of the maximum concentration or 95 percent UCL was used as the RME to evaluate Site conditions, pursuant to CalEPA guidance (CalEPA, 1996).⁴

³ USEPA, ProUCL Version 5.1 Technical Guide, Statistical Software for Environmental Applications for Data Sets with and without Non detect Observations, October 2015 (USEPA, 2015).

⁴ CalEPA, DTSC, Supplemental Guidance for Human Health Multimedia Risk Assessments of Hazardous Waste Sites and Permitted Facilities, August 1996 (CalEPA, 1996).

3.1.3 Ambient Concentrations

Measurable concentrations of metals, including arsenic, may represent background concentrations associated with natural and anthropogenic sources. The CalEPA advises that naturally occurring arsenic in soil is frequently higher than the risk-based concentration set at a one-in-one-million cancer risk (the ESL for arsenic in soil is 0.067 mg/kg). The CalEPA has usually required cleanup to background when chemicals are present that are due to anthropogenic sources. Studies have shown that ambient concentrations of arsenic in Bay Area soil generally range up to 11 mg/kg (Duverge, 2011).⁵ Similarly, the 95th percentile of vanadium is 228 mg/kg in California soils (Kearny, 1996).⁶

3.2 REGIONAL WATER QUALITY CONTROL BOARD – ENVIRONMENTAL SCREENING LEVELS

The California Regional Water Quality Control Board – San Francisco Bay Region (Regional Water Board) has developed Environmental Screening Levels (ESLs) to evaluate soil, soil gas and groundwater data.⁷ In February 2019, Regional Water Board updated its Environmental Screening Levels (ESLs) for soil gas. ESLs are “are considered to be very conservative [and] the presence of a chemical at concentrations below the corresponding ESL can be assumed to not pose a significant threat to human health and the environment.”

While a chemical may be measured at concentrations above the Regional Board Water ESL, it “does not necessarily indicate that adverse impact to human health or the environment are occurring, [it] simply indicates that potential for adverse impacts may exist and that additional evaluation is warranted.” A summary of the Tier 1 Regional Water Board ESLs for unrestricted and commercial property use is presented in Tables 1 to 5.

3.2.1.1 Low-Threat Closure Policy Criteria – Petroleum Hydrocarbons

The State Water Resources Control Board (State Water Board) has developed its *Low-Threat Underground Storage Tank Case Closure Policy* (LTCP, 2012)⁸ to establish low-threat petroleum site closure criteria. In the absence of site-specific conditions that demonstrably increase the risk associated with residual petroleum constituents, cases that meet the general and media-specific criteria identified in the State Water Board policy “do not pose a threat to human health, safety or the environment and are appropriate for UST case closure pursuant to Health and Safety Code Section 25296.10.”

The LTCP threshold criteria include media-specific criteria for petroleum-related VOCs in soil gas, including benzene, ethyl benzene and naphthalene. The LTCP criteria for soil gas consider whether a bioattenuation zone exists, which requires the presence of oxygen above four percent.

⁵ Duverge, D.J., Establishing Background Arsenic in Soil of the Urbanized San Francisco Bay Region, MS.C. Thesis, San Francisco State University, 2011.

⁶ Kearny Foundation, Background Concentrations of Trace and Major Elements in California Soils, March 1996.

⁷ California Regional Water Quality Control Board – San Francisco Bay Region, Environmental Screening Levels (ESLs), July 2019 (Regional Water Board, 2019).

⁸ State Water Resources Control Board, Low-Threat Underground Storage Tank Case Closure Policy, November 6, 2012.

Based on the sampling at the Site, the soil gas data have been evaluated using the LTCP criteria for sites with no bioattenuation zone.

3.3 SOIL CONDITIONS

The metals arsenic, cadmium, lead and vanadium were detected in discrete samples above their respective Tier 1 ESLs. Therefore, to evaluate these chemicals the 95 UCL concentrations were calculated at 6.2 mg/kg for arsenic, 0.26 mg/kg for cadmium, 19 mg/kg for lead and 43 mg/kg for vanadium. While the arsenic and vanadium 95 UCL were above their respective Tier 1 ESLs, the concentrations were within the range of naturally occurring ambient values (Table 3). Therefore, no actions are needed to address the presence of these metals.

The sampling for pesticides revealed only one detection of chlordane above its Tier 1 ESL (S-14 at 2.06 mg/kg). Based on the absence of detections of chlordane in 96 percent of the samples, the single detection does not represent a sufficient mass to represent a threat to potential ecological receptors. While one sample of the 24 collected for pesticide analysis revealed a detection of chlordane above its Tier 1 ESL, the extent is limited and therefore, does not pose a threat to ecological receptors, which is the basis for the Tier 1 ESL. The 95 UCL concentration of chlordane in soil was calculated at 0.299 mg/kg; less than its residential use ESL of 0.48 mg/kg. Based on this analysis, no actions are needed to address pesticides in soil at the Site.

3.4 SOIL GAS CONDITIONS

The soil gas results revealed only TCM (also referred to as chloroform) above its applicable screening level of 4.1 $\mu\text{g}/\text{m}^3$ in one soil gas sample (11 $\mu\text{g}/\text{m}^3$ at SV-3). Chloroform is a common component of chlorinated water and its presence is most likely attributable to application of water to the soil at the Site. While benzene and naphthalene were detected above their Tier 1 ESLs, there are present below their applicable LTCP residential screening criteria of 85 $\mu\text{g}/\text{m}^3$ and 93 $\mu\text{g}/\text{m}^3$. Therefore, based on a comparison of the soil gas data with applicable screening levels, the subsurface VOCs do not pose an unacceptable threat to human health from vapor intrusion.

3.5 GROUNDWATER CONDITIONS

While groundwater sampling in the 1990s revealed the presence of 1,1-dichloroethane, 1,1-dichloroethene and 1,1,1-trichloroethane above their respective Tier 1 ESLs, subsequent sampling in 2007 confirmed that these chemicals were not present above their laboratory-reporting limits. Based on the absence of chemicals in groundwater from the 2007 sampling, there does not appear to be the presence of chemicals in groundwater above their Tier 1 ESLs.

4.0 LOW THREAT CLOSURE CRITERIA CHECKLIST

4.1 POLLUTANT SOURCES ARE IDENTIFIED AND EVALUATED

Chemicals used for orchard operations and maintenance were identified as the source of chemicals and included: primarily TCA; with contributions of petroleum hydrocarbons and the solvent TCA. Sampling revealed the pesticide chlordane and lead in soil above Tier 1 ESLs, but

the sampling showed that the extent was very limited and, therefore, does not represent an unacceptable threat to human health.

4.2 THE SITE IS ADEQUATELY CHARACTERIZED

Over 225 samples have been collected across the Site, which adequately characterized it with respect to pesticides, metals, TPH in soil, VOCs in soil gas and TPH/VOCs in groundwater. Statistical analysis of the samples confirms that there are sufficient data to evaluate Site conditions.

4.3 EXPOSURE PATHWAYS, RECEPTORS, AND POTENTIAL RISKS, THREATS, AND OTHER ENVIRONMENTAL CONCERNS ARE IDENTIFIED AND ASSESSED

Exposure pathways for chemicals have been evaluated to assess the potential impacts to human health and environment. Based on the analysis presented in the CSM, it has been concluded that there is a potentially complete exposure pathway to soil by future Site occupants and to soil gas from vapor intrusion to future Site occupants. However, based on the results from the onsite wells and the provision of potable water for future development, there is not a complete exposure pathway to chemicals in groundwater at the Site.

4.4 POLLUTANT SOURCES ARE REMEDIATED TO THE EXTENT FEASIBLE

As the sampling data revealed that almost all concentrations are below applicable Tier 1 ESLs and the few limited samples with detections above ESLs either represent ambient conditions or isolated detections. Therefore, the data do not indicate the presence of chemicals requiring remediation.

4.5 UNACCEPTABLE RISKS TO HUMAN HEALTH, ECOLOGICAL HEALTH, AND SENSITIVE RECEPTORS, CONSIDERING CURRENT AND FUTURE LAND AND WATER USES, ARE MITIGATED

Yes, all chemicals are present at representative exposure point concentrations: below Tier 1 ESLs, LTCP, ambient concentrations or represent isolated sample results. Therefore, there are no unacceptable threats to human health and/or environment.

4.6 UNACCEPTABLE THREATS TO GROUNDWATER AND SURFACE WATER RESOURCES, CONSIDERING EXISTING AND POTENTIAL BENEFICIAL USES, ARE MITIGATED

Based on the comparison of 2007 sampling data to Tier 1 ESLs, there are no unacceptable threats to groundwater and surface water resources.

4.7 GROUNDWATER PLUMES ARE DECREASING

While sampling in the 1990s revealed the presence of VOCs in groundwater above Tier 1 ESLs, subsequent sampling in 2007 showed concentrations at or below Tier 1 ESLs. Therefore, data indicate that concentrations are decreasing.

4.8 CLEANUP STANDARDS CAN BE MET WITHIN A REASONABLE TIMEFRAME

Based on the comparison of the Site data to applicable screening levels, no actions are needed, i.e., cleanup standards are not needed.

4.9 RISK MANAGEMENT MEASURES ARE APPROPRIATE, DOCUMENTED, AND DO NOT REQUIRE FUTURE WATER BOARD OVERSIGHT.

There are no unacceptable risks to human health and the environment. Therefore, future Regional Water Board oversight is not needed for this Site.

5.0 SUMMARY

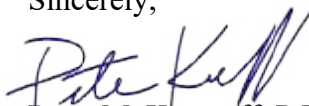
The Site has been used primarily for residential, orchards and limited manufacturing. Soil, soil gas and groundwater sampling have been conducted at the Site since 1994. Overall, the sampling has shown limited residual chemicals from historical Site use, with most detections below their applicable Tier 1 ESLs (i.e., not present at concentrations that pose an unacceptable threat to human health). While arsenic, cadmium, lead and vanadium had limited detections of concentrations above their respective Tier 1 ESLs, the calculated 95 UCL concentrations were either below or consistent ambient concentrations. One sample of the 24 collected for pesticide analysis revealed a detection of chlordane above its Tier 1 ESL, the extent is limited and therefore, does not pose a threat to ecological receptors. The 95 UCL concentration of chlordane was calculated at less than its residential use ESL.

Soil gas sampling revealed only chloroform above its Tier 1 or LTCP criteria in one sample. Given its ubiquity in potable water, its presence does not appear related to historical chemical releases and does not represent a condition warranting further actions. Similarly, sampling in the 1990s revealed detections of some VOCs above their Tier 1 ESLs, but follow up sampling in 2007, confirmed that these chemicals had attenuated to below their respective screening levels.

Based on this analysis, WEST recommends requesting confirmation from the Regional Water Board that no further actions are required for the Site.

Please call me at 415/460-6770 extension 208 if you have any questions or wish to discuss this further.

Sincerely,



Peter M. Krasnoff, P.E.
Principal Engineer



c: Cherie McCaulou, Regional Water Board

Tables
Figures
Attachments

TABLES

TABLE 1
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
4141 Foothill Boulevard
Pleasanton, California

Sample ID	Date	Petroleum Hydrocarbons		Petroleum Related VOCs						Chlorinated VOCs			Other VOCs
		TPHg	TPHd	Benzene	Toluene	Ethyl benzene	Xylenes	MTBE	Naphthalene	1,1-DCA	1,1-DCE	1,1,1-TCA	Various
		(µg/l)	(µg/l)	(µg/l)	(µg/l)	(µg/l)	(µg/l)	(µg/l)	(µg/l)	(µg/l)	(µg/l)	(µg/l)	(µg/l)
MW-1	8/25/98	--	--	--	--	--	--	--	--	<0.5	0.57	<0.5	--
	8/26/98	--	<50	--	--	--	--	--	--	--	--	--	--
	9/14/98	--	--	--	--	--	--	--	--	<0.5	<0.5	<0.5	--
MW-2	8/25/98	--	--	--	--	--	--	--	--	6.8	120	350	--
	8/26/98	--	<50	--	--	--	--	--	--	--	--	--	--
	9/14/98	--	--	--	--	--	--	--	--	7.2	84	260	--
MW-3	8/25/98	--	--	--	--	--	--	--	--	<0.5	<0.5	<0.5	--
	8/26/98	--	<50	--	--	--	--	--	--	--	--	--	--
	9/14/98	--	--	--	--	--	--	--	--	<0.5	<0.5	<0.5	--
WB-4	8/26/98	--	--	--	--	--	--	--	--	<0.5	<0.5	<0.5	--
WB-5	8/27/98	--	170	--	--	--	--	--	--	<2	7.2	32	--
EB-23	12/29/94	--	--	--	--	--	--	--	--	<5	<5	380	--
EB-24	12/29/94	--	220	--	--	--	--	--	--	<0.5	<0.5	<0.5	--
EB-25	12/29/94	--	<50	--	--	--	--	--	--	<0.5	<0.5	<0.5	--
EB-26	12/29/94	--	<50	--	--	--	--	--	--	<0.5	<0.5	<0.5	--
DW-1-45'	9/11/98	--	--	--	--	--	--	--	--	<0.5	<0.5	<0.5	--
DW-1-90'	9/11/98	--	--	--	--	--	--	--	--	<0.5	<0.5	<0.5	--
B-3	6/5/07	<50	<100	<0.50	<0.50	<0.50	<1.50	<0.50	<0.50	<0.50	<1.00	<0.50	<0.50 to <5.00
B-4	6/5/07	<55	<114	<0.55	<0.55	<0.550	<1.65	<0.55	<0.55	<0.55	<1.10	<0.55	<0.55 to <5.50
B-5	6/5/07	100	<114	<0.55	2.82	3.04	21.2	<0.55	<0.55	<0.55	<1.10	<0.55	<0.55 to <5.50
Tier 1 ESL		100	100	0.42	40	3.5	20	5.0	0.17	5.0	3.2	62	Various

Notes:

- µg/l: micrograms per liter
- : not analyzed/no value
- TPHg: total petroleum hydrocarbons in the gasoline range
- TPHd: total petroleum hydrocarbons in the diesel range
- VOCs: volatile organic compounds
- DCE: dichloroethene
- DCA: dichloroethane
- TCA: trichloroethane

TABLE 2
SUMMARY OF SOIL ANALYTICAL RESULTS - TPH AND VOCs
4141 Foothill Boulevard
Pleasanton, California

Sample ID	Date	Depth (ft bgs)	Petroleum		Chlorinated VOCs				Petroleum Related VOCs							Other	
			TPHg	TPHd	1,1-DCE	1,1-DCA	1,1,1-TCA	TCTFA	Benzene	Toluene	Ethylbenzene	Xylenes, Total	MTBE	1,2,4-TMB	1,3,5-TMB		Isopropylbenzene
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)		(mg/kg)
EB-23-3	12/28/93	3	--	--	<0.005	<0.005	<0.005	--	--	--	--	--	--	--	--	--	--
EB-23-10	12/28/93	10	--	--	<0.005	<0.005	<0.005	--	--	--	--	--	--	--	--	--	--
EB-23-20	12/28/93	20	--	--	<0.005	<0.005	<0.005	--	--	--	--	--	--	--	--	--	--
EB-23-30	12/28/93	30	--	--	<0.005	<0.005	<0.005	--	--	--	--	--	--	--	--	--	--
EB-23-40	12/28/93	40	--	--	<0.005	<0.005	<0.005	--	--	--	--	--	--	--	--	--	--
EB-24-3	12/28/93	3	--	--	<0.005	<0.005	<0.005	--	--	--	--	--	--	--	--	--	--
EB-24-10	12/28/93	10	--	--	<0.005	<0.005	<0.005	--	--	--	--	--	--	--	--	--	--
EB-24-20	12/28/93	20	--	--	<0.005	<0.005	<0.005	--	--	--	--	--	--	--	--	--	--
EB-24-30	12/28/93	30	--	--	<0.005	<0.005	<0.005	--	--	--	--	--	--	--	--	--	--
EB-24-40	12/28/93	40	--	--	<0.005	<0.005	<0.005	--	--	--	--	--	--	--	--	--	--
EB-25-20	12/28/93	20	--	--	--	--	--	--	<0.005	--	<0.005	<0.005	--	--	--	--	--
EB-25-30	12/28/93	30	--	--	--	--	--	--	<0.005	--	<0.005	<0.005	--	--	--	--	--
EB-26-20	12/28/93	20	--	--	--	--	--	--	<0.005	--	<0.005	<0.005	--	--	--	--	--
EB-26-30	12/28/93	30	--	--	--	--	--	--	<0.005	--	<0.005	<0.005	--	--	--	--	--
WB-6-2'	8/27/98	2	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.005	--	--	--	--	--
WB-6-5'	8/27/98	5	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.005	--	--	--	--	--
WB-6-10'	8/27/98	10	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.005	--	--	--	--	--
WB-6-15'	8/27/98	15	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.005	--	--	--	--	--
WB-6-20'	8/27/98	20	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	--	--	<0.005	--
WB-6-25'	8/27/98	25	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	--	--	<0.005	--
SB-11-6"	9/11/98	0.5	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-11-1'	9/11/98	1	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-11-5'	9/11/98	5	--	--	0.027	<0.005	0.12	<0.005	0.028	--	0.0064	0.1	--	0.12	0.035	0.0089	--
SB-11-10'	9/11/98	10	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	0.015	--	0.0091	<0.005	<0.005	--
SB-11-15'	9/11/98	15	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-12-6"	9/11/98	0.5	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-12-1'	9/11/98	1	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-12-5'	9/11/98	5	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-12-10'	9/11/98	10	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-12-15'	9/11/98	15	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-13-6"	9/11/98	0.5	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-13-1'	9/11/98	1	--	--	<0.005	0.0063	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-13-5'	9/11/98	5	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-13-10'	9/11/98	10	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-13-15'	9/11/98	15	--	--	0.014	<0.005	0.04	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-14-6"	9/14/98	0.5	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-14-1'	9/14/98	1	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-14-5'	9/14/98	5	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-14-10'	9/14/98	10	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-14-15'	9/14/98	15	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-15-6"	9/14/98	0.5	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-15-1'	9/14/98	1	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-15-5'	9/14/98	5	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-15-10'	9/14/98	10	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-15-15'	9/14/98	15	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-16-6"	9/14/98	0.5	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--
SB-16-1'	9/14/98	1	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.01	--	<0.005	<0.005	<0.005	--

TABLE 2
SUMMARY OF SOIL ANALYTICAL RESULTS - TPH AND VOCS
4141 Foothill Boulevard
Pleasanton, California

Sample ID	Date	Depth (ft bgs)	Petroleum		Chlorinated VOCs				Petroleum Related VOCs							Other	
			TPHg (mg/kg)	TPHd (mg/kg)	1,1-DCE (mg/kg)	1,1-DCA (mg/kg)	1,1,1-TCA (mg/kg)	TCTFA (mg/kg)	Benzene (mg/kg)	Toluene (mg/kg)	Ethyl- benzene (mg/kg)	Xylenes, Total (mg/kg)	MTBE (mg/kg)	1,2,4- TMB (mg/kg)	1,3,5- TMB (mg/kg)		Isopropyl- benzene (mg/kg)
SS-15-15'	9/11/98	15	--	--	<0.005	<0.005	<0.005	<0.005	<0.005	--	<0.005	<0.005	--	--	--	--	--
B-1	6/5/07	24.5 to 25	<0.1	<2.00	<0.01	<0.01	<0.01	--	<0.01	<0.01	<0.01	0.031	<0.01	<0.01	<0.01	<0.01	ND
B-3	6/5/07	5.5 to 6.0	--	--	<0.01	<0.01	<0.01	--	<0.01	<0.01	<0.01	<0.02	<0.01	<0.01	<0.01	<0.01	ND
B-3	6/5/07	12 to 12.5	--	--	<0.01	<0.01	<0.01	--	<0.01	<0.01	<0.01	<0.02	<0.01	<0.01	<0.01	<0.01	ND
Maximum Concentration			<0.1	<2.00	0.027	<0.01	0.12	0.0056	0.028	<0.01	0.0064	0.10	<0.01	0.12	0.035	0.0089	ND
Direct Exposure Residential ESL			430	260	83	3.6	1,700	--	0.33	1,100	5.90	580	47	--	--	--	--
Leaching to GW(Drinking Water) - ESL			1,100	1,100	0.54	0.2	7.0	--	0.025	3.20	0.43	2.10	0.028	--	--	--	--
Odor Nuisance Residential - ESL			100	100	500	500	500	--	500	500	500	500	100	--	--	--	--
Tier 1 ESL			100	100	0.54	0.2	7.0	--	0.025	3.20	0.43	2.10	0.028	--	--	--	Various
Screening Level Basis			Odor/Nuis	Odor/Nuis	Leaching	Leaching	Leaching	--	Leaching	Leaching	Leaching	Leaching	Leaching	--	--	--	--

Notes:

- ft bgs: feet below ground surface
- mg/kg milligrams per kilogram
- <0.1 less than the laboratory-reporting limit of 0.1
- : not analyzed/no value
- TPH: Total Petroleum Hydrocarbons (TPH) in the gasoline (TPHg) and diesel (TPHd) range
- DCE: dichloroethene
- DCA: dichloroethane
- TCA: trichloroethane
- TCTFA: trichlorotrifluoroethane (aka Freon 113)
- MTBE: Methyl tert-butyl ether
- TMB: trimethylbenzene
- ND: Not detected above laboratory reporting limit
- ESL Environmental Screening Level, Region 2, San Francisco Regional Water Quality Control Board, February 2019

TABLE 3
SUMMARY OF SOIL ANALYTICAL RESULTS - METALS AND PESTICIDES
4141 Foothill Boulevard
Pleasanton, California

Sample ID	Depth (ft bgs)	Date	Metals and Metalloids														
			Antimony	Arsenic	Barium	Beryllium	Cadmium	Total Chromium	Chromium III	Cobalt	Copper	Lead	Mercury	Nickel	Selenium	Vanadium	Zinc
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
MT-12'S	Surface	8/18/98	<2.0	3.3	50	<0.50	6	38	--	5.7	21	7.1	<0.050	22	<2.0	26	250
MT-24'S	Surface	8/18/98	<2.0	2.0	56	<0.50	19	47	--	6.6	20	8.3	<0.050	21	<2.0	26	300
MT-75'S	Surface	8/18/98	2.8	<1.0	55	<0.50	12	100	--	4.4	24	6.3	<0.050	17	<2.0	23	910
MT-150'S	Surface	8/18/98	<2.0	4.8	79	<0.50	<0.50	26	--	10	28	13	<0.050	29	<2.0	34	62
SB-1-2'	2	8/27/98	<2.0	4.5	74	<0.50	<0.50	34	--	5.8	27	2.5	<0.050	26	--	60	34
SB-1-4'	4	8/27/98	<2.0	4.3	60	<0.50	<0.50	22	--	4.7	20	3.8	<0.050	20	--	41	29
SB-1-8'	8	8/27/98	<2.0	1.7	60	<0.50	<0.50	14	--	7	20	1.9	<0.050	28	--	38	32
SB-2-4'	4	8/27/98	<2.0	2.6	72	<0.50	<0.50	28	--	9.1	30	4.5	0.051	28	--	50	44
SB-3-2'	2	8/27/98	<2.0	8.5	90	<0.50	<0.50	26	--	12	29	7.7	<0.050	31	--	36	42
SB-3-4'	4	8/27/98	<2.0	8.1	93	<0.50	<0.50	29	--	17	34	7.2	<0.050	32	--	37	43
SB-3-8'	8	8/27/98	<2.0	3.2	91	<0.50	<0.50	54	--	12	26	2.9	<0.050	59	--	59	45
SB-4-4'	4	8/27/98	<2.0	4.8	74	<0.50	<0.50	28	--	9.7	24	8.4	<0.050	33	--	37	53
SB-4-8'	8	8/27/98	<2.0	5.4	86	<0.50	<0.50	28	--	12	31	5.1	<0.050	35	--	42	45
SB-5-2'	2	8/27/98	<2.0	4.8	68	<0.50	<0.50	32	--	10	31	4.2	0.068	39	<2	39	50
SB-5-4'	4	8/27/98	<2.0	5.1	79	<0.50	<0.50	33	--	11	30	3.9	<0.050	43	<2	42	47
SB-6-2'	2	8/27/98	<2.0	5.8	88	<0.50	<0.50	36	--	12	34	4.9	<0.050	47	<2	43	59
SB-6-4'	4	8/27/98	<2.0	5.8	74	<0.50	<0.50	38	--	11	33	4.7	<0.050	44	<2	48	57
SB-6-8'	8	8/27/98	<2.0	3.3	69	<0.50	<0.50	36	--	9.8	29	3.2	<0.050	42	<2	46	46
SB-7-4'	4	8/27/98	<2.0	5.3	88	<0.50	<0.50	35	--	12	34	4.6	<0.050	43	<2	45	53
SB-7-8'	8	8/27/98	<2.0	3.6	69	<0.50	<0.50	38	--	11	28	3.5	<0.050	55	<2	47	47
SB-8-4'	4	8/27/98	<2.0	5.3	120	<0.50	<0.50	36	--	13	35	5.1	<0.050	42	<2	47	51
SB-8-8'	8	8/27/98	<2.0	4.5	55	<0.50	<0.50	25	--	9.2	20	3.1	<0.050	26	<2	29	30
SB-9-2'	2	8/27/98	<2.0	7.1	140	0.52	<0.50	33	--	12	39	6.4	<0.050	39	<2	39	49
SB-9-4'	4	8/27/98	<2.0	4.7	66	<0.50	<0.50	33	--	15	34	3.9	<0.050	40	<2	45	46
SB-9-8'	8	8/27/98	<2.0	3.5	74	<0.50	<0.50	34	--	13	28	3.2	<0.050	38	<2	44	43
SB-10-2'	2	8/27/98	<2.0	6.6	130	<0.50	<0.50	32	--	10	33	5.9	<0.050	36	--	40	47
SB-10-4'	4	8/27/98	<2.0	5.4	60	<0.50	<0.50	35	--	14	34	5	0.051	41	--	52	49
SB-10-8'	8	8/27/98	<2.0	2.3	56	<0.50	<0.50	18	--	5.4	18	2.4	<0.050	19	--	37	26
SS-1	Surface	8/26/98	<2.0	8.4	98	<0.50	<0.50	27	--	11	30	22	<0.050	32	<2	37	81
SS-2	Surface	8/26/98	<2.0	8.3	97	<0.50	<0.50	34	--	11	33	13	<0.050	34	<2	42	72
SS-3	Surface	8/26/98	<2.0	4.0	89	<0.50	<0.50	31	--	11	32	12	<0.050	30	<2	34	130
SS-4	Surface	8/26/98	<2.0	5.3	95	<0.50	<0.50	31	--	12	37	12	<0.050	37	<2	40	66
SS-10	Surface	8/26/98	<2.0	4.0	120	<0.50	<0.50	30	--	12	37	16	<0.050	33	<2	41	61
SS-11-6"	0.5	9/11/98	3.1	6.9	94	<0.50	<0.50	53	--	11	31	150	0.051	31	<2	39	75
SS-11-1'	1	9/11/98	2.8	9.0	78	<0.50	<0.50	24	--	8.9	28	300	0.88	25	<2	34	66
SS-11-5'	5	9/11/98	<2.0	3.5	53	<0.50	<0.50	26	--	7.7	25	4.4	<0.050	26	<2	44	33
SS-11-10'	10	9/11/98	<2.0	6.0	32	<0.50	<0.50	41	--	4.9	24	3.1	0.062	30	<2	53	37
SS-11-15'	15	9/11/98	<2.0	6.1	93	<0.50	<0.50	32	--	11	31	20	<0.050	38	<2	43	67
SS-12-6"	0.5	9/11/98	<2.0	17.0	100	<0.50	<0.50	25	--	11	28	20	0.058	28	<2	39	63
SS-12-1'	1	9/11/98	<2.0	4.5	130	<0.50	<0.50	27	--	11	25	11	<0.050	30	<2	36	40
SS-12-5'	5	9/11/98	<2.0	6.3	29	<0.50	<0.50	36	--	7.0	32	4.3	<0.050	36	<2	40	44
SS-12-10'	10	9/11/98	<2.0	2.2	68	<0.50	<0.50	44	--	8.9	23	3.0	<0.050	54	<2	56	51
SS-12-15'	15	9/11/98	<2.0	2.7	51	<0.50	<0.50	37	--	9.7	26	1.9	<0.050	36	<2	63	41
SS-13-6"	0.5	9/11/98	<2.0	4.2	93	<0.50	<0.50	26	--	9.2	23	48	0.069	25	<2	35	70
SS-13-1'	1	9/11/98	<2.0	6.5	120	<0.50	0.59	17	--	8.6	31	98	0.10	22	<2	29	120
SS-13-5'	5	9/11/98	<2.0	5.2	36	<0.50	<0.50	37	--	9.4	32	4.9	0.19	38	<2	42	47
SS-13-10'	10	9/11/98	<2.0	3.3	99	<0.50	<0.50	30	--	8.9	23	2.8	<0.050	54	<2	58	40
SS-13-15'	15	9/11/98	<2.0	2.9	64	<0.50	<0.50	44	--	10	28	3.3	<0.050	46	<2	57	48
SS-14-6"	0.5	9/11/98	<2.0	3.1	140	<0.50	<0.50	9.3	--	6.1	19	30	0.091	10	<2	33	61

TABLE 3
SUMMARY OF SOIL ANALYTICAL RESULTS - METALS AND PESTICIDES
4141 Foothill Boulevard
Pleasanton, California

Sample ID	Depth (ft bgs)	Date	Metals and Metalloids														
			Antimony	Arsenic	Barium	Beryllium	Cadmium	Total Chromium	Chromium III	Cobalt	Copper	Lead	Mercury	Nickel	Selenium	Vanadium	Zinc
			(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
SS-14-1'	1	9/11/98	<2.0	6.0	140	<0.50	<0.50	31	--	14	32	11	0.053	35	<2	40	64
SS-14-5'	5	9/11/98	<2.0	17.0	230	<0.50	<0.50	36	--	11	42	7.5	0.096	60	<2	44	64
SS-14-10'	10	9/11/98	<2.0	2.7	89	<0.50	<0.50	34	--	8.8	25	22	<0.050	55	<2	28	62
SS-14-15'	15	9/11/98	<2.0	7.2	85	<0.50	<0.50	37	--	14	33	6.0	<0.050	43	<2	48	51
SS-15-6"	0.5	9/11/98	<2.0	7.1	100	<0.50	<0.50	30	--	9.2	29	20	<0.050	34	<2	45	70
SS-15-1'	1	9/11/98	<2.0	6.4	110	<0.50	<0.50	32	--	11	32	18	<0.050	37	2.2	42	66
SS-15-5'	5	9/11/98	<2.0	8.7	92	<0.50	<0.50	36	--	17	40	8.3	0.13	54	<2	37	60
SS-15-10'	10	9/11/98	<2.0	6.8	49	<0.50	<0.50	31	--	11	34	5.8	0.058	39	<2	40	50
SS-15-15'	15	9/11/98	<2.0	3.4	270	<0.50	<0.50	36	--	7.0	28	3.8	0.079	43	<2	37	55
S-1	--	6/5/07	--	3.8	--	--	<1.0	--	--	--	--	10	<0.10	--	--	--	--
S-2	--	6/5/07	--	4	--	--	2.2	--	--	--	--	13	<0.10	--	--	--	--
S-3	--	6/5/07	--	5.8	--	--	2.0	--	--	--	--	16	<0.10	--	--	--	--
S-4	--	6/5/07	--	5.4	--	--	1.2	--	--	--	--	18	<0.10	--	--	--	--
S-5	--	6/5/07	--	8.7	--	--	<1.0	--	--	--	--	20	<0.10	--	--	--	--
S-6	--	6/5/07	--	8.8	--	--	<1.0	--	--	--	--	46	<0.10	--	--	--	--
S-7	--	6/5/07	--	5.5	--	--	<1.0	--	--	--	--	24	<0.10	--	--	--	--
S-8	--	6/5/07	--	5.6	--	--	<1.0	--	--	--	--	17	<0.10	--	--	--	--
S-9	--	6/5/07	--	6.8	--	--	<1.0	--	--	--	--	30	0.14	--	--	--	--
S-10	--	6/5/07	--	2	--	--	<1.0	--	--	--	--	17	<0.10	--	--	--	--
S-11	--	6/5/07	--	2.9	--	--	<1.0	--	--	--	--	24	<0.10	--	--	--	--
S-12	--	6/5/07	--	4.6	--	--	<1.0	--	--	--	--	12	0.11	--	--	--	--
S-13	--	6/5/07	--	5.9	--	--	<1.0	--	--	--	--	21	<0.10	--	--	--	--
S-14	--	6/5/07	--	6.7	--	--	<1.0	--	--	--	--	15	0.1	--	--	--	--
S-15	--	6/5/07	--	7.3	--	--	<1.0	--	--	--	--	20	<0.10	--	--	--	--
S-16	--	6/5/07	--	6.6	--	--	<1.0	--	--	--	--	6.5	<0.10	--	--	--	--
S-17	--	6/5/07	--	8.8	--	--	<1.0	--	--	--	--	11	0.1	--	--	--	--
S-18	--	6/5/07	--	8.8	--	--	<1.0	--	--	--	--	6.8	<0.10	--	--	--	--
S-19	--	6/5/07	--	6.8	--	--	<1.0	--	--	--	--	8.6	<0.10	--	--	--	--
S-20	--	6/5/07	--	7.7	--	--	<1.0	--	--	--	--	20	<0.10	--	--	--	--
S-21	--	6/5/07	--	8.1	--	--	<1.0	--	--	--	--	16	<0.10	--	--	--	--
S-22	--	6/5/07	--	6.2	--	--	<1.0	--	--	--	--	14	<0.10	--	--	--	--
S-23	--	6/5/07	--	8	--	--	<1.0	--	--	--	--	18	<0.10	--	--	--	--
S-24	--	6/5/07	--	8.7	--	--	<1.0	--	--	--	--	19	<0.10	--	--	--	--
Maximum Concentration			3.1	17.0	270	0.52	19	100	100	17	42	300	0.88	60	2.2	63	910
95 Percent UCL			--	6.2	--	--	0.26	--	--	--	--	19	--	--	--	43	145
Background for Bay Area Soil			--	11 ^a	--	--	--	--	--	--	--	--	--	--	--	228 ^b	--
Tier 1 ESL			11	6.17	390	5.0	0.262	160	120,000	23	180	6.8	0.1	86	2.4	18	340
Direct Exposure Residential ESL			11	0.067	15,000	16	78	--	120,000	23	3,100	80	13	820	390	390	23,000
Terrestrial Habitat (Significantly Vegetated)			25	25	390	5	1.9	--	--	50	180	32	15	130	2.4	18	340
Terrestrial Habitat (Minimally Vegetated)			50	50	670	10	1.9	160	--	100	300	32	20	340	5.5	18	340
Site Specific Screening Level			11	11	670	10	1.9	160	120,000	23	300	32	13	340	5.5	249	340

Notes:

ft bgs: feet below ground surface

mg/kg milligrams per kilogram

<1.0 less than the laboratory-reporting limit of 1.0

--: not analyzed/no value

ESL Environmental Screening Level, Region 2, San Francisco Regional Water Quality Control Board, February 2019

a: Duverge, D.J., *Establishing Background Arsenic in Soil of the Urbanized San Francisco Bay Region*, MS.C. Thesis, San Francisco State University, 2011.

b: The 95th percentile of vanadium is 228 mg/kg in California soils (Kearney Foundation, Background Concentrations of Trace and Major Elements in California Soils, March 1996)

TABLE 4
SUMMARY OF SOIL GAS ANALYTICAL RESULTS
4141 Foothill Boulevard
Pleasanton, California

Sample ID	Date	Depth (ft bgs)	Chlorinated VOCs				Petroleum-Related VOCs							Other		Leak Check (µg/m ³)	Carbon Dioxide (%-V)	Methane (%-V)	Oxygen (%-V)	
			1,1- DCE	1,1- DCA	1,1,1- TCA	TCM	Benzene	Toluene	Ethyl benzene	Xylenes	1,2,4- TMB	Naph- thalene	4-Ethyl Toluene	2- Butanone (MEK)	Acetone					
			(µg/m ³)	(µg/m ³)	(µg/m ³)	(µg/m ³)	(µg/m ³)	(µg/m ³)	(µg/m ³)	(µg/m ³)	(µg/m ³)	(µg/m ³)	(µg/m ³)	(µg/m ³)	(µg/m ³)					
SG-1	9/11/98	10	<1,000	<1,000	1,410	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
SG-2	9/11/98	9	<1,000	<1,000	1,030	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
SG-3	9/11/98	10	<1,000	<1,000	1,333	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
SG-4	9/11/98	10	<1,000	<1,000	<1,000	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
SG-5	9/11/98	10	<1,000	<1,000	<1,000	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
SG-6	9/11/98	10	<1,000	<1,000	1,630	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
SG-7	9/11/98	10	<1,000	<1,000	<1,000	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
SG-7 Dup	9/11/98	10	<1,000	<1,000	<1,000	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
SV-1	6/5/07	--	<3.2	<3.3	<4.4	<4.0	<2.6	<3.1	<2.7	11	9.7	<42	6.2	52	1,250	1,660	0.055	0.0073	21	
SV-2	6/5/07	--	<3.1	<3.2	<4.3	<3.8	<2.5	<3.0	<2.6	14	12	<41	8	80	882	1,050	<0.039	<0.00079	20	
SV-3	6/5/07	--	18	13	71	11	16	43	48	282	10	<38	12	27	310	57	7.2	<0.00072	1.6	
SV-4	6/5/07	--	<3.3	<3.4	<4.6	<4.1	<2.7	<3.2	<2.8	<3.4	<4.1	<44	<4.1	20	97	90	<0.040	<0.00080	20	
Residential ESL			2,400	58	33,000	4.1	3.2	10,000	37	3,500	--	2.8	--	--	1,100,000	--	--	--	--	
LTCP Residential no-attenuation)			--	--	--	--	85	--	1,100	--	--	93	--	--	--	--	--	--	--	

Notes:

µg/m³: micrograms per cubic meter

%-V percent by volume

<3.2: less than the laboratory-reporting limit of 3.2

--: not analyzed/no value

DCE: dichloroethene

DCA: dichloroethane

TCA: trichloroethane

TCM: trichloromethane (aka chloroform)

TMB: trimethylbenzene

ESL Environmental Screening Level, Region 2, San Francisco Regional Water Quality Control Board, February 2019

LTCP: Water Quality Control Policy for Low-Threat Underground Storage Tank (UST) Case Closure, 2012.

TABLE 5
SUMMARY OF SOIL ANALYTICAL RESULTS - PESTICIDES
4141 Foothill Boulevard
Pleasanton, California

Sample ID	Date	Depth	Pesticides						
			Chlordane	alpha-Chlordane	gamma-Chlordane	4,4-DDD	4,4-DDE	4,4-DDT	Total DDT
		(ft bgs)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)	(mg/kg)
S-1	6/5/07	--	<0.4	<0.0143	<0.0168	<0.0188	<0.019	<0.0324	<0.0324
S-2	6/5/07	--	<0.4	<0.0143	<0.0168	<0.0188	<0.019	<0.0324	<0.0324
S-3	6/5/07	--	<0.4	<0.0143	<0.0168	<0.0188	<0.019	<0.0324	<0.0324
S-4	6/5/07	--	<0.4	<0.0143	<0.0168	<0.0188	<0.019	<0.0324	<0.0324
S-5	6/5/07	--	<0.08	<0.008	<0.008	<0.008	0.0194	0.0146	0.034
S-6	6/5/07	--	<0.4	<0.04	<0.04	<0.04	<0.04	<0.04	<0.04
S-7	6/5/07	--	<0.4	<0.0143	<0.0168	<0.0188	<0.019	<0.0324	<0.0324
S-8	6/5/07	--	<0.08	<0.008	<0.008	<0.008	<0.008	<0.008	<0.008
S-9	6/5/07	--	<0.2	<0.02	<0.2	<0.02	0.102	0.0568	0.1588
S-10	6/5/07	--	<0.08	<0.008	<0.008	<0.008	<0.008	0.0153	0.0153
S-11	6/5/07	--	<0.2	<0.02	<0.02	<0.02	<0.02	<0.02	<0.02
S-12	6/5/07	--	<0.08	<0.008	<0.008	<0.008	<0.008	<0.08	<0.08
S-13	6/5/07	--	<0.08	<0.008	<0.008	<0.008	0.0384	0.0156	0.054
S-14	6/5/07	--	2.06	0.117	0.103	<0.008	0.0245	0.0145	0.039
S-15	6/5/07	--	<0.08	<0.008	<0.008	<0.008	<0.008	<0.008	<0.008
S-16	6/5/07	--	<0.08	<0.008	<0.008	<0.008	<0.008	0.0164	0.0164
S-17	6/5/07	--	<0.08	<0.008	<0.008	<0.008	<0.008	<0.008	<0.008
S-18	6/5/07	--	<0.02	<0.002	<0.002	<0.002	0.00273	<0.002	0.00273
S-19	6/5/07	--	<0.02	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002
S-20	6/5/07	--	<0.02	<0.002	<0.002	<0.002	0.00228	<0.002	0.00228
S-21	6/5/07	--	<0.02	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002
S-22	6/5/07	--	<0.02	<0.002	<0.002	<0.002	<0.002	0.00253	0.00253
S-23	6/5/07	--	<0.02	<0.002	<0.002	<0.002	<0.002	0.00201	0.00201
S-24	6/5/07	--	<0.02	<0.002	<0.002	<0.002	<0.002	<0.002	<0.002
Maximum Concentration			2.06	0.117	0.103	<0.04	0.102	0.0568	0.1588
95 Percent UCL			0.299	--	--	--	--	--	--
Direct Exposure Residential ESL			0.48	--	--	2.7	1.8	1.9	--
Terrestrial Habitat (Vegetated)			0.0085	--	--	17	0.65	7.8	--
Site Specific Screening Level			0.48	--	--	2.7	0.65	1.9	--

Notes:

ft bgs: feet below ground surface

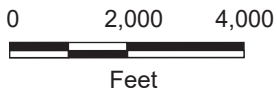
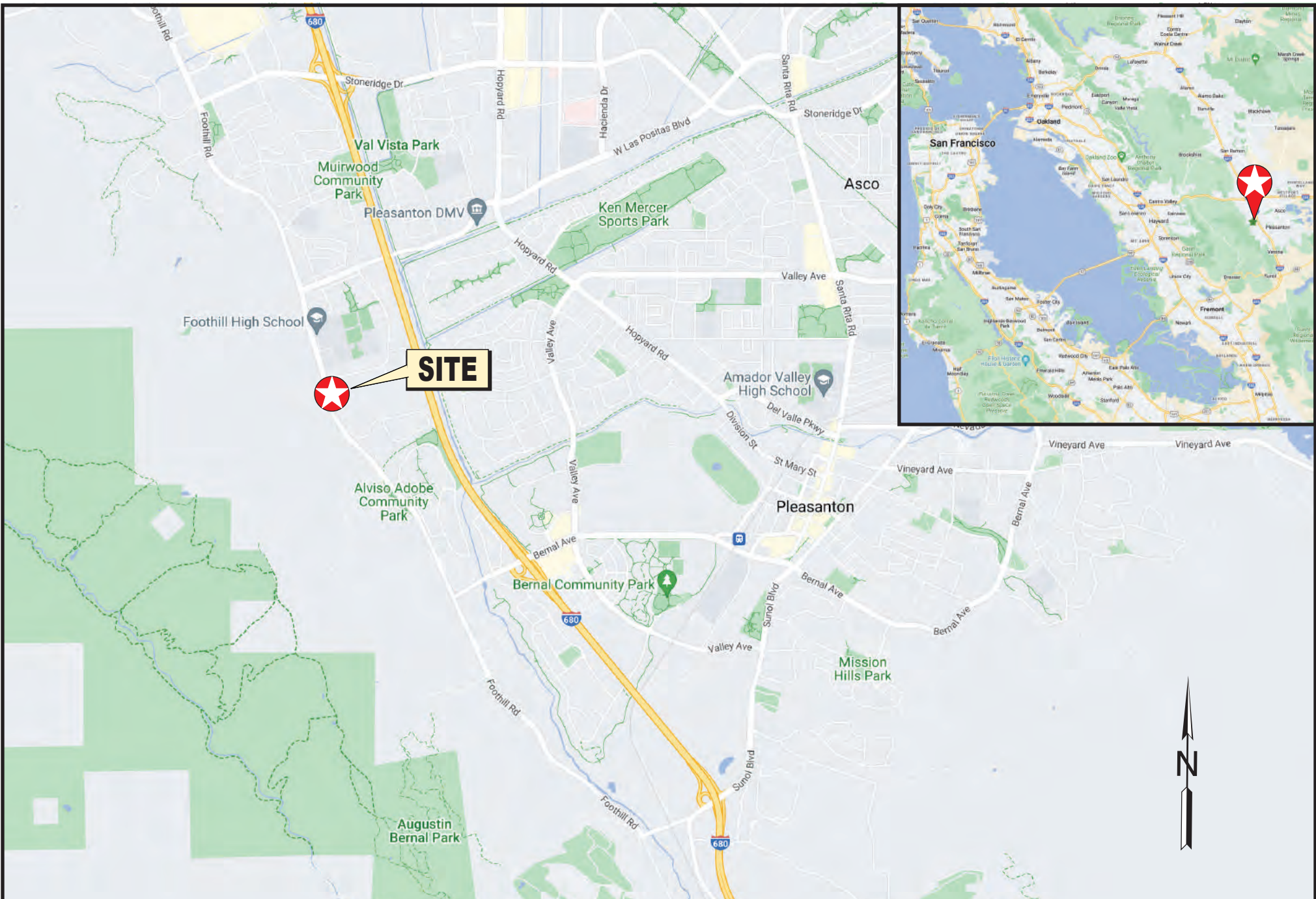
mg/kg milligrams per kilogram

<1.0 less than the laboratory-reporting limit of 1.0

--: not analyzed/no value

ESL Environmental Screening Level, Region 2, San Francisco Regional Water Quality Control Board, February 2019

FIGURES



Basemap source: Google, 2023

Figure 1

October 2023

SITE VICINITY MAP

411 Foothill Boulevard, Pleasanton, California





Figure 2

SITE PLAN

October 2023

4141 Foothill Boulevard, Pleasanton, California

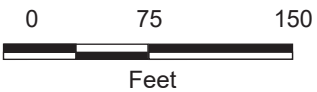
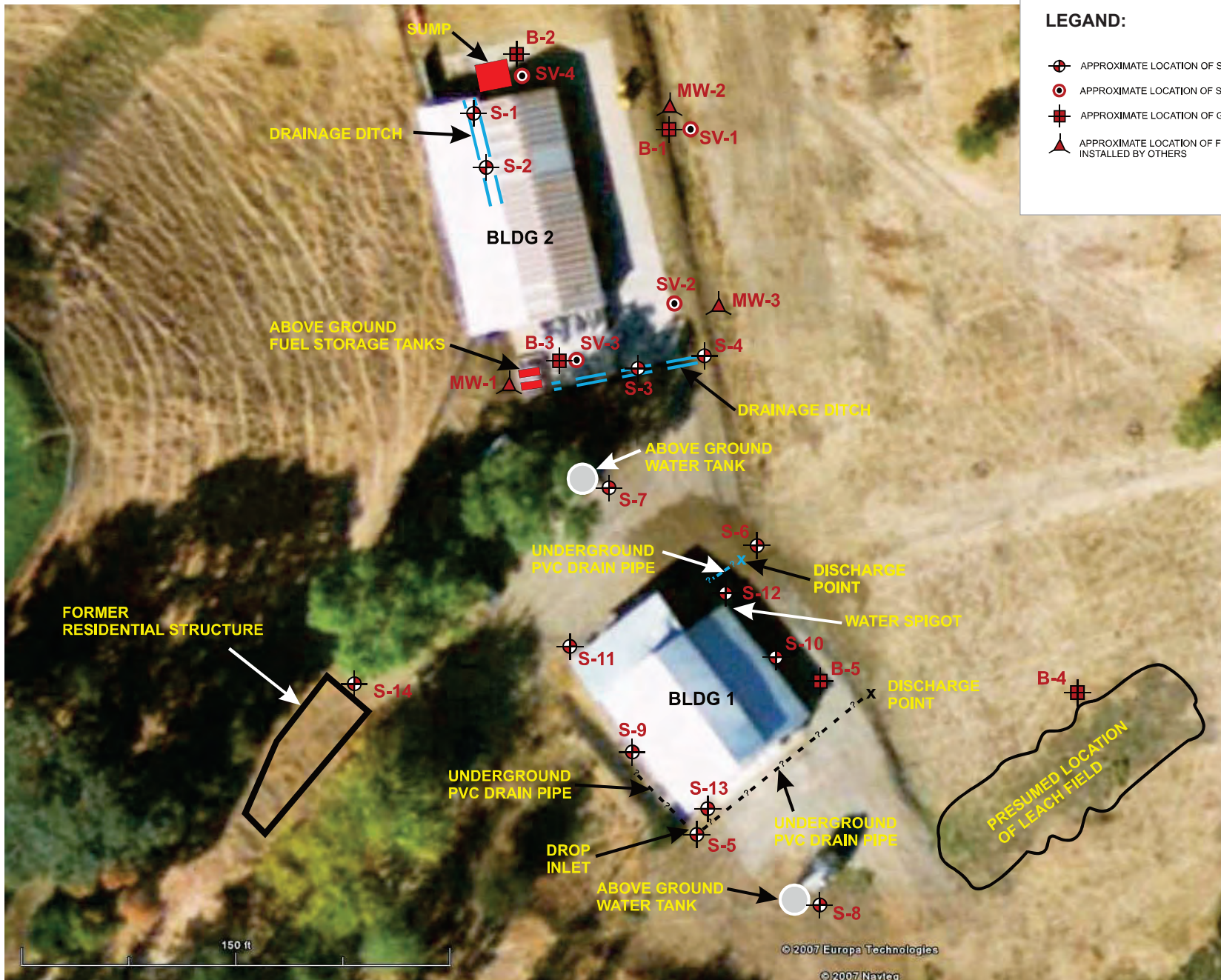


Figure 3

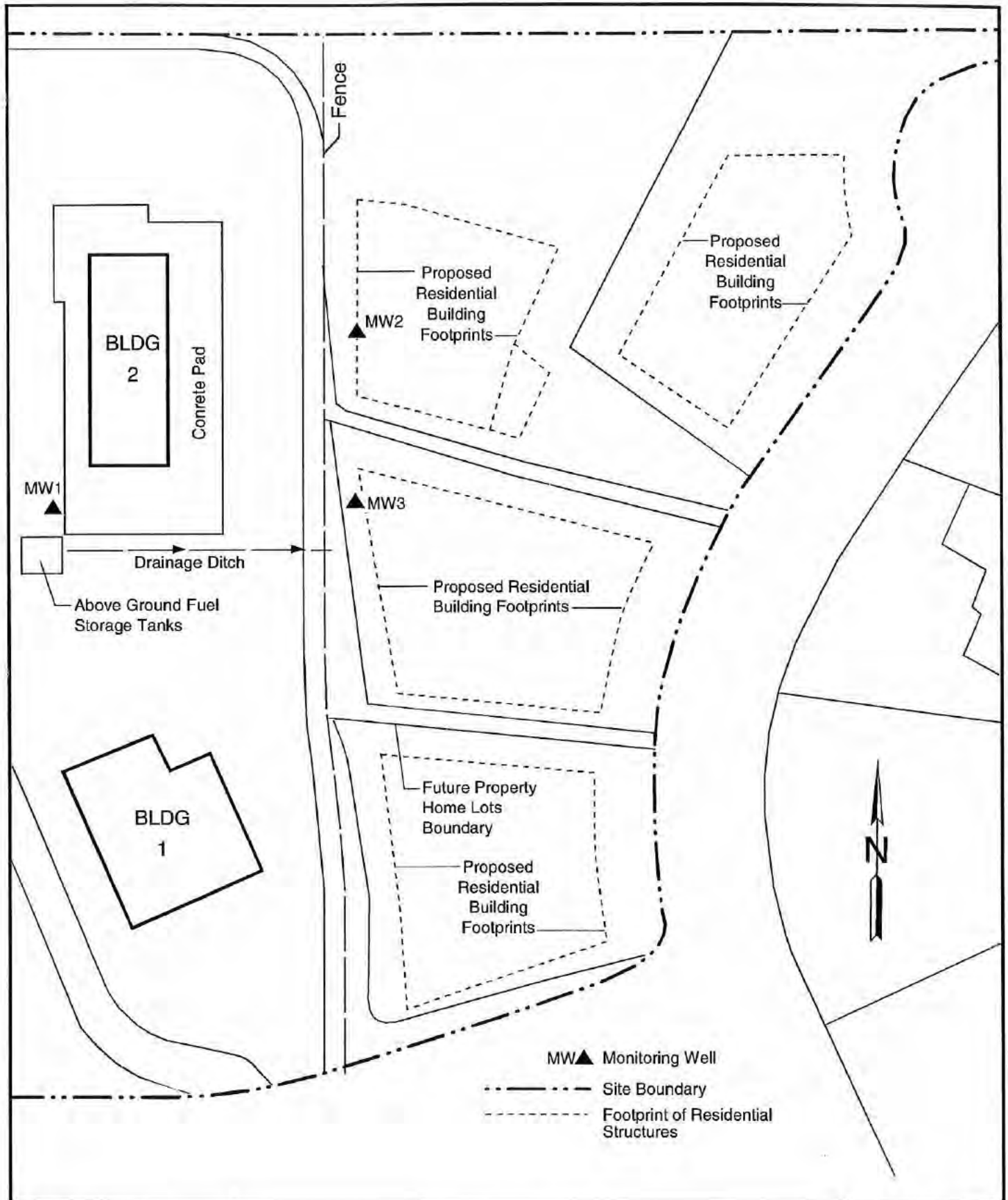
SITE DETAIL

Basemap source: Cornerstone, 2007

October 2023

4141 Foothill Boulevard, Pleasanton, California

**ATTACHMENT 1:
HISTORIC SAMPLE LOCATION FIGURES**



0 50
Approx. Scale in Feet

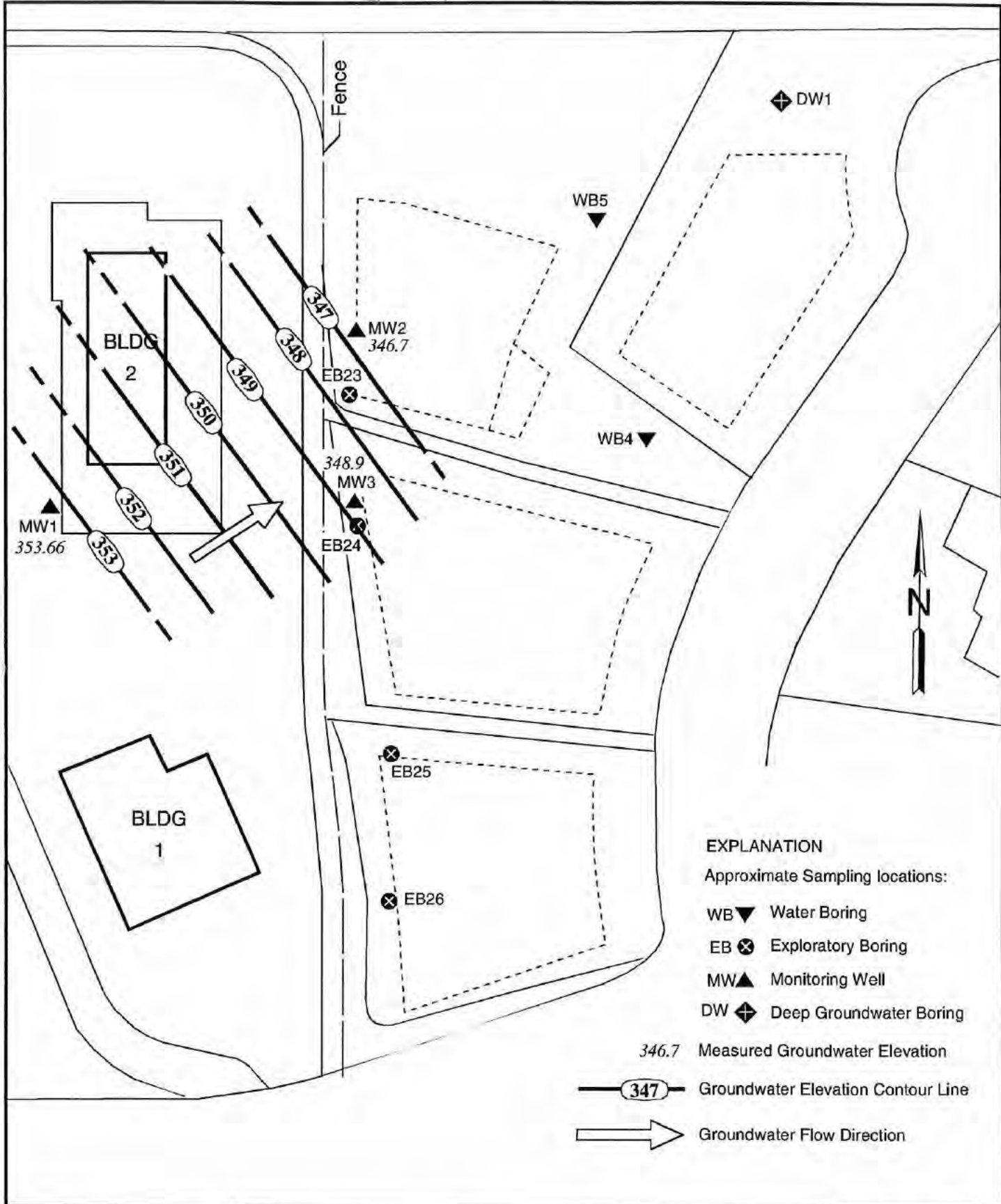
Figure 1-2: Site Plan

October 1998

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This is depicting the 8/26/98 data which gave a significantly smaller gradient.



- EXPLANATION**
- Approximate Sampling locations:
- WB ▼ Water Boring
 - EB ⊗ Exploratory Boring
 - MW ▲ Monitoring Well
 - DW ◆ Deep Groundwater Boring
- 346.7 Measured Groundwater Elevation
- (347)— Groundwater Elevation Contour Line
- ➔ Groundwater Flow Direction

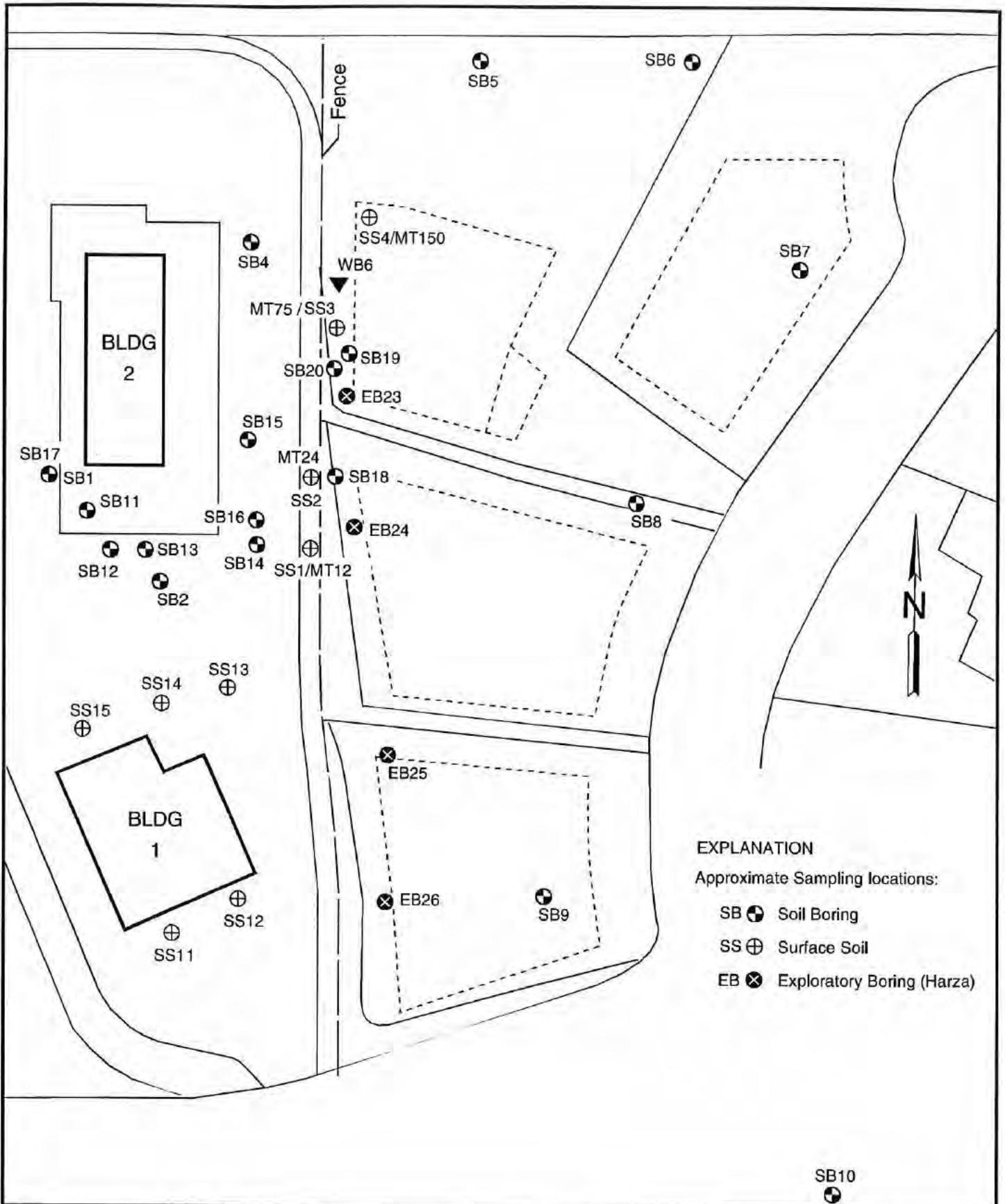
0 50
Approx. Scale in Feet

Figure 2-1: Groundwater Gradient - 8/26/98

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EXPLANATION
 Approximate Sampling locations:
 SB ⊕ Soil Boring
 SS ⊕ Surface Soil
 EB ⊗ Exploratory Boring (Harza)

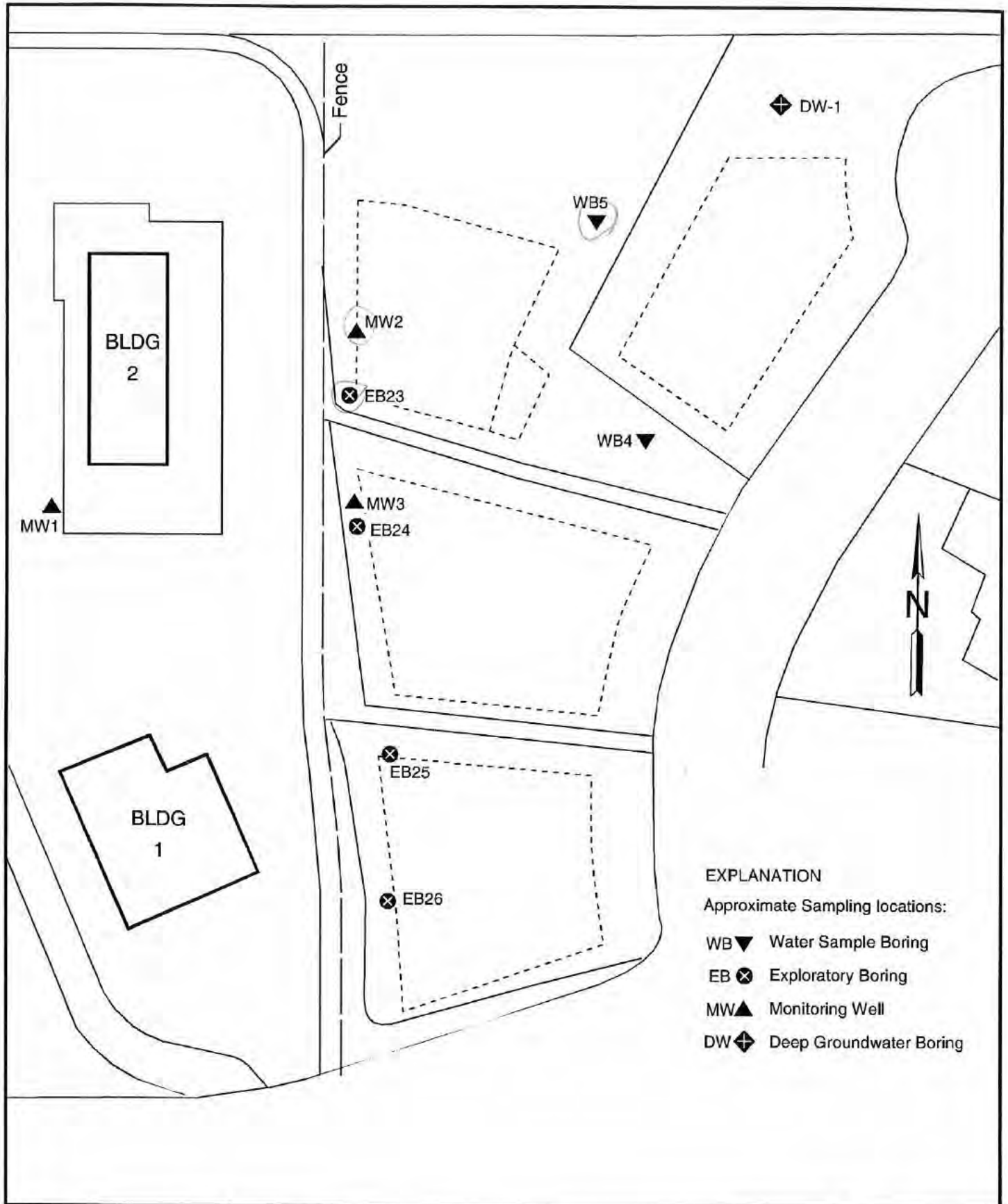
0 50
 Approx. Scale in Feet

Figure 3-1: Soil Sampling Locations

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- EXPLANATION**
- Approximate Sampling locations:
- WB ▼ Water Sample Boring
 - EB ⊗ Exploratory Boring
 - MW ▲ Monitoring Well
 - DW ◆ Deep Groundwater Boring

0 50
 Approx. Scale in Feet

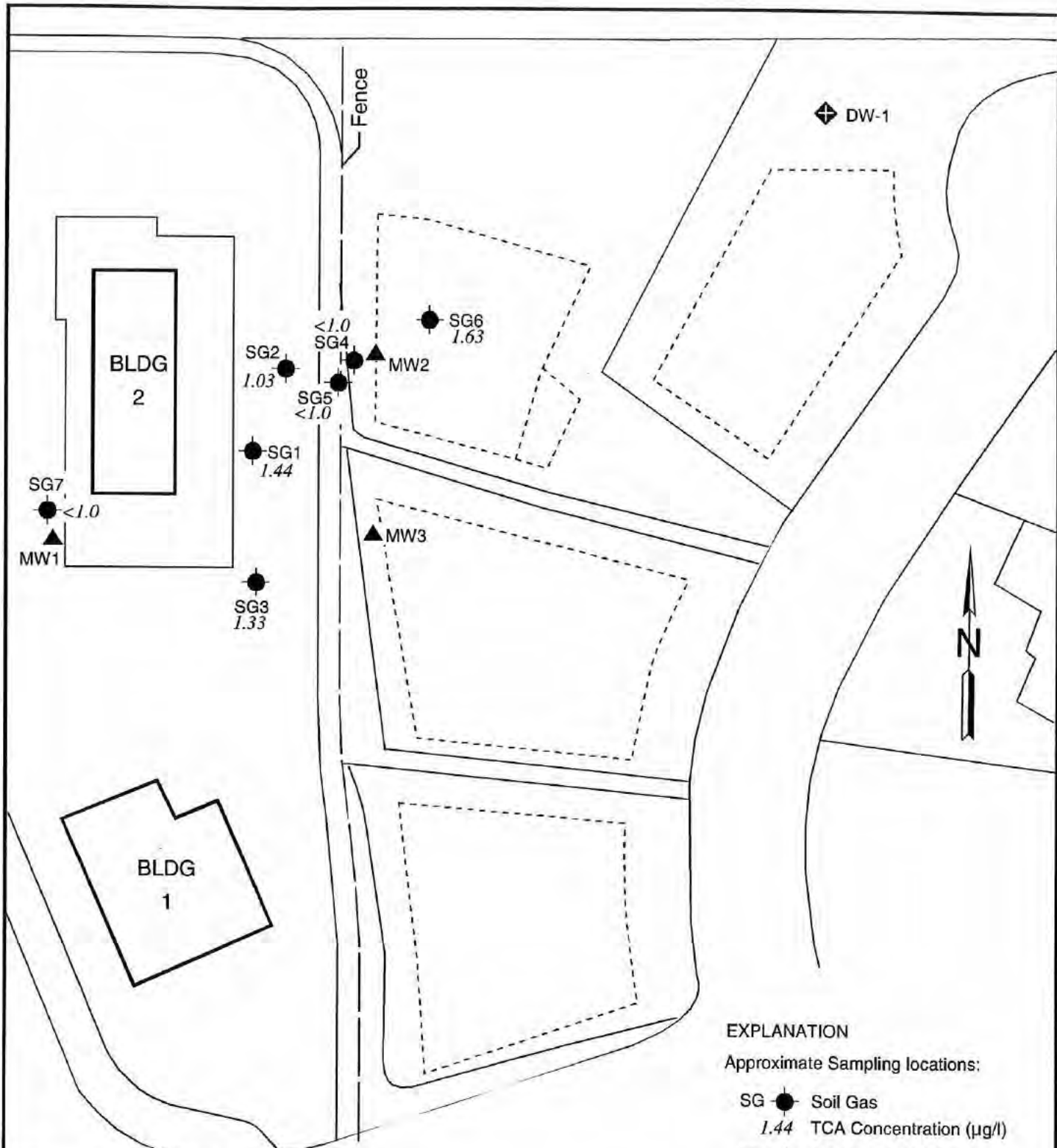
Figure 3-2: Groundwater Sampling Locations

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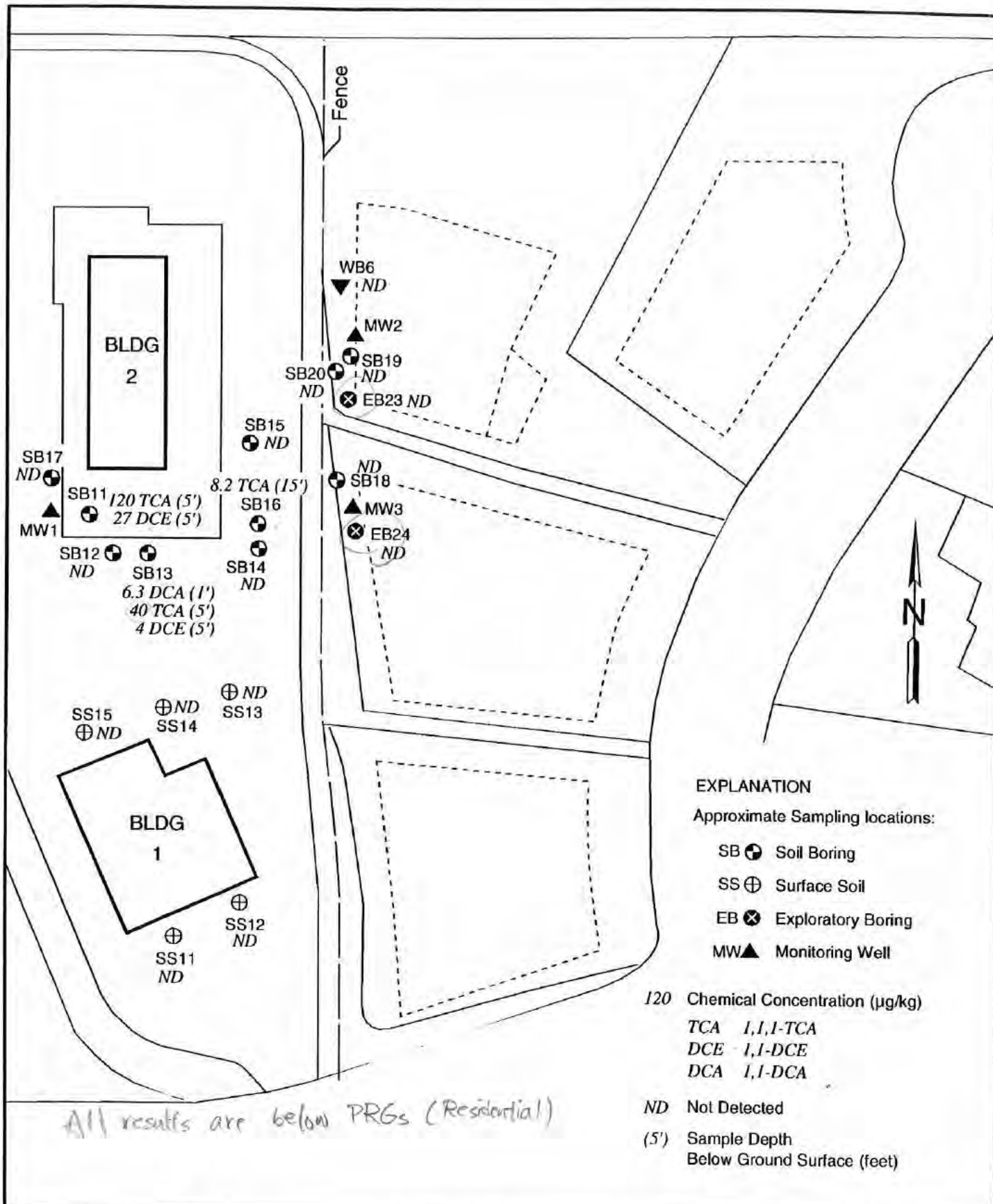
0 50
Approx. Scale in Feet

Figure 3-3: Soil Gas Sampling Results

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0 50
 Approx. Scale in Feet

October 1998

Figure 3-4: Chlorinated Volatile Organic Compound Soil Sampling Locations and Results

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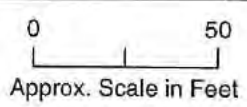
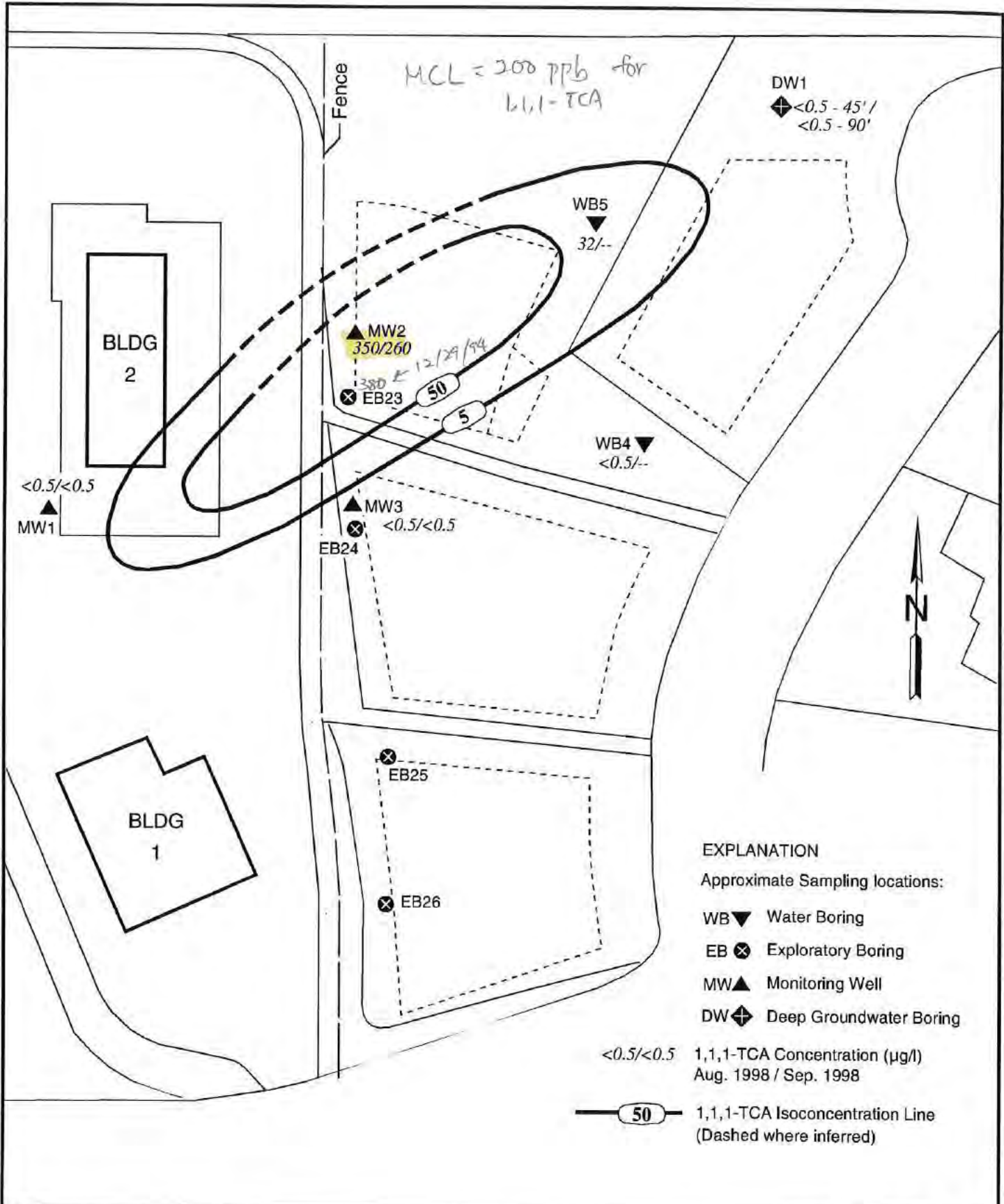


Figure 3-5: 1,1,1-TCA in Groundwater

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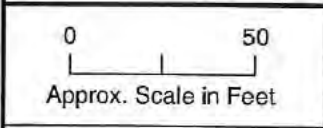
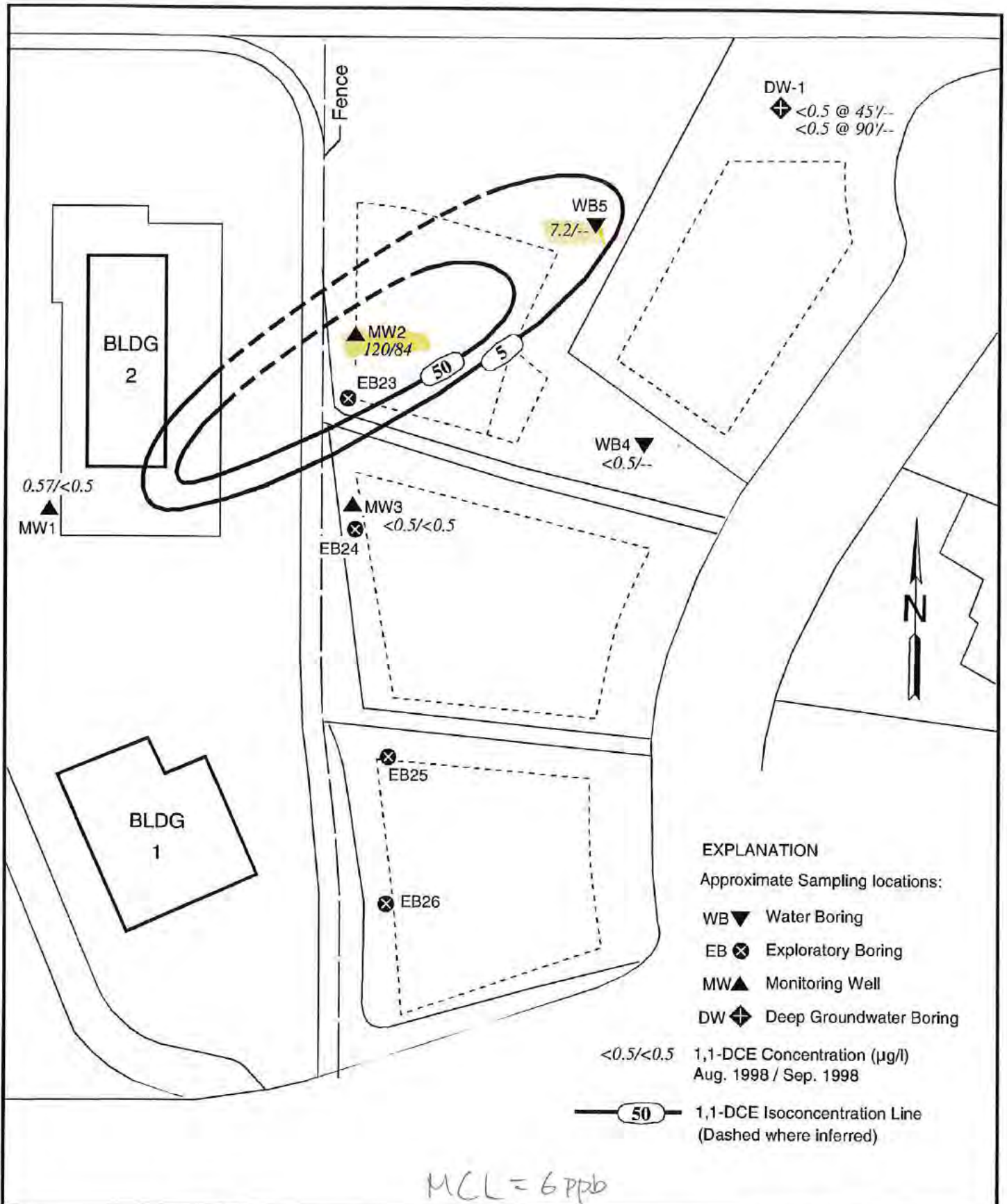


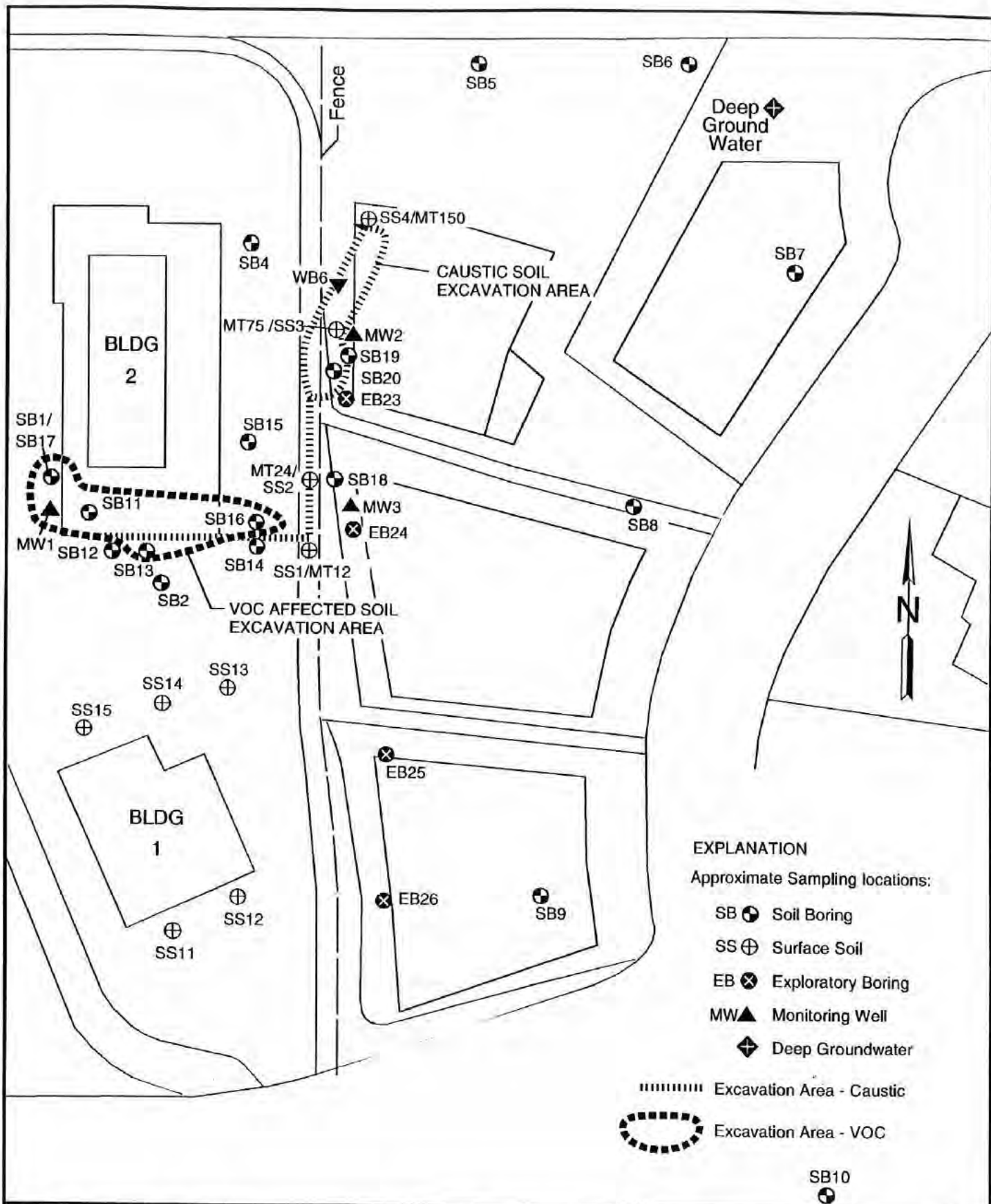
Figure 3-6: 1,1-DCE in Groundwater



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- EXPLANATION**
- Approximate Sampling locations:
- SB ⊕ Soil Boring
 - SS ⊕ Surface Soil
 - EB ⊗ Exploratory Boring
 - MW ▲ Monitoring Well
 - ◆ Deep Groundwater
 - Excavation Area - Caustic
 - Excavation Area - VOC

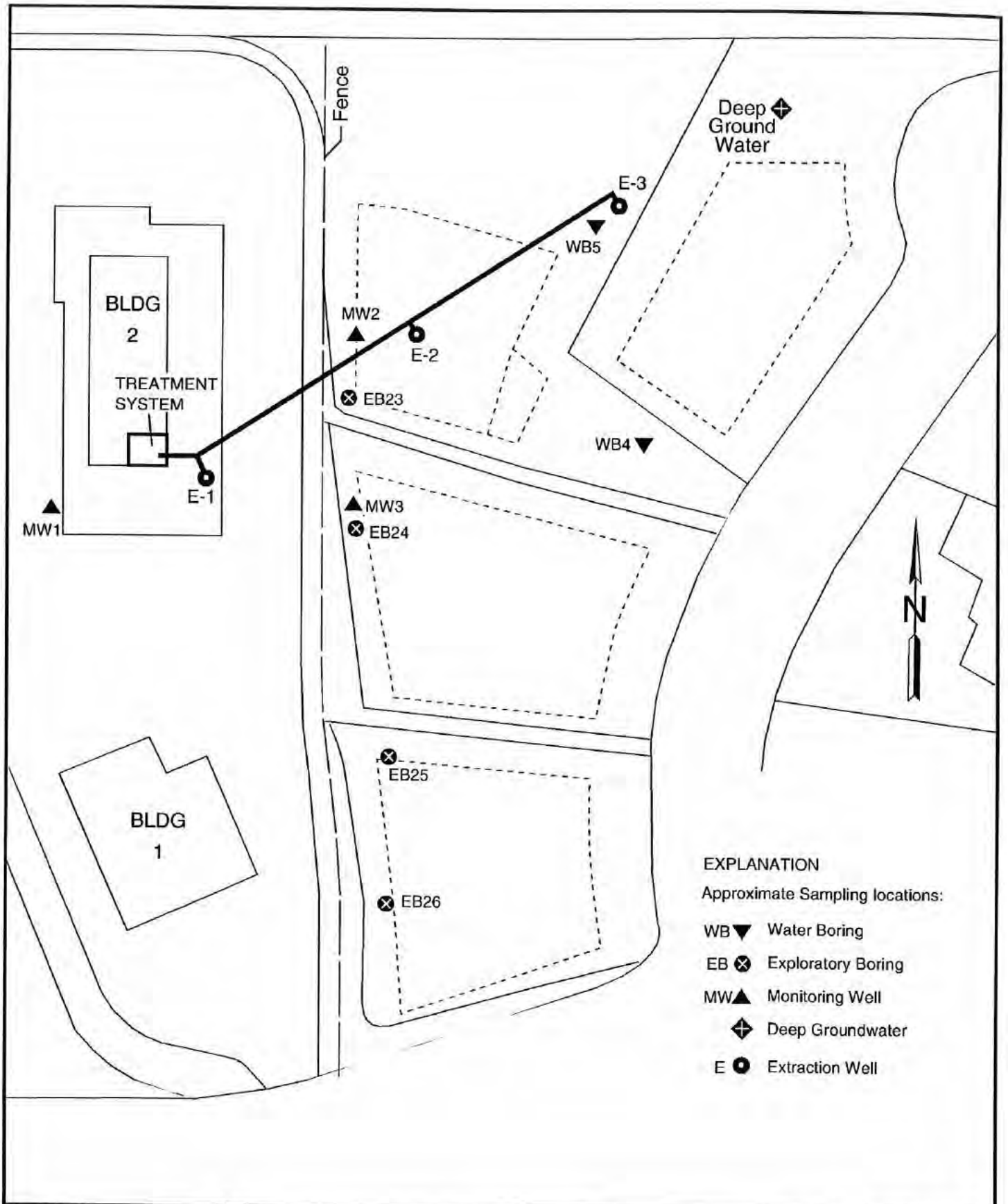
0 50
Approx. Scale in Feet

Figure 5-1: Excavation Areas

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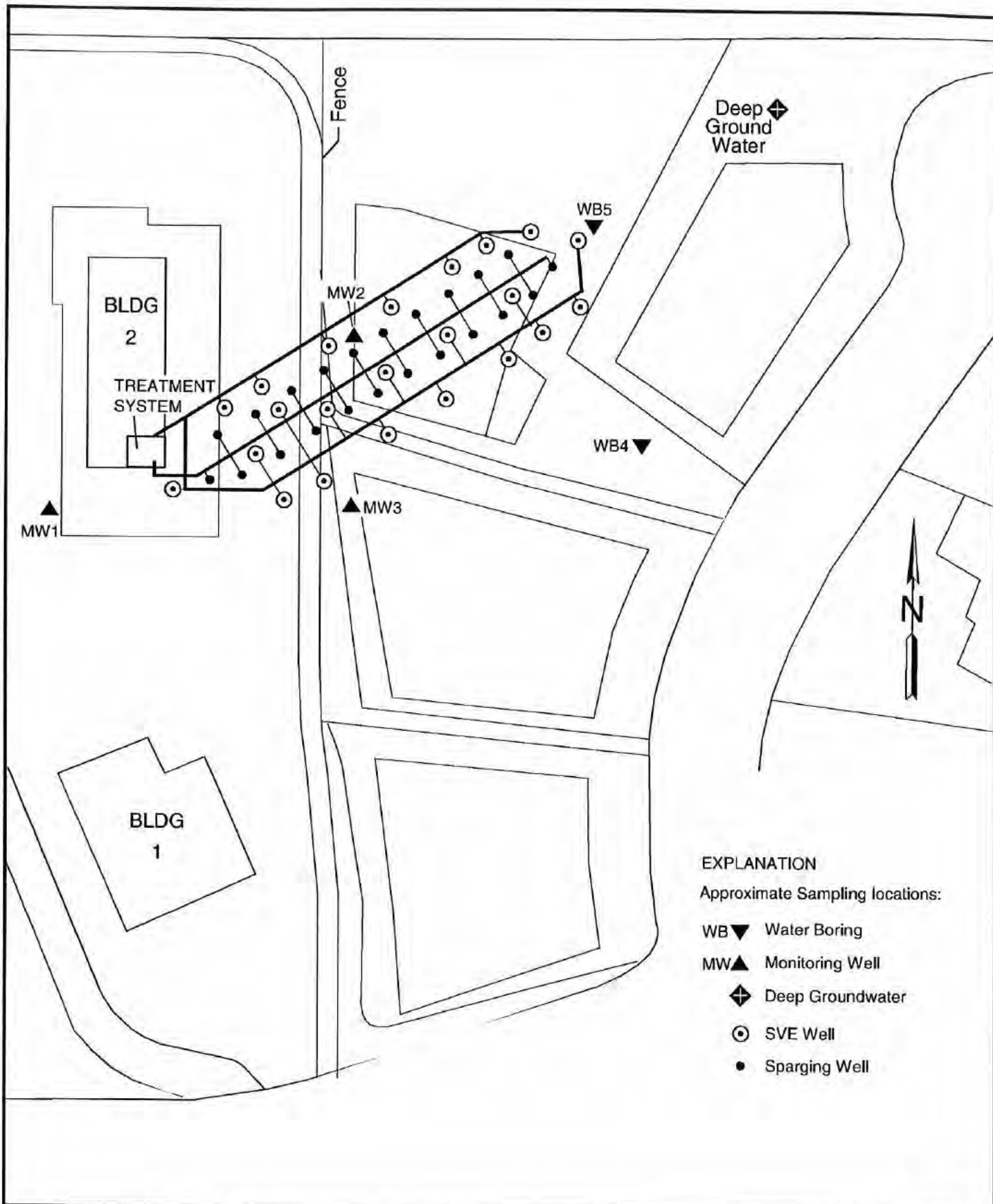
- EXPLANATION**
 Approximate Sampling locations:
- WB ▼ Water Boring
 - EB ⊗ Exploratory Boring
 - MW ▲ Monitoring Well
 - ◆ Deep Groundwater
 - E ● Extraction Well

0 50
 Approx. Scale in Feet

Figure 6-1: Groundwater Extraction System

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EXPLANATION

Approximate Sampling locations:

- WB▼ Water Boring
- MW▲ Monitoring Well
- ◆ Deep Groundwater
- ⊙ SVE Well
- Sparging Well

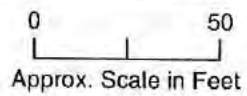


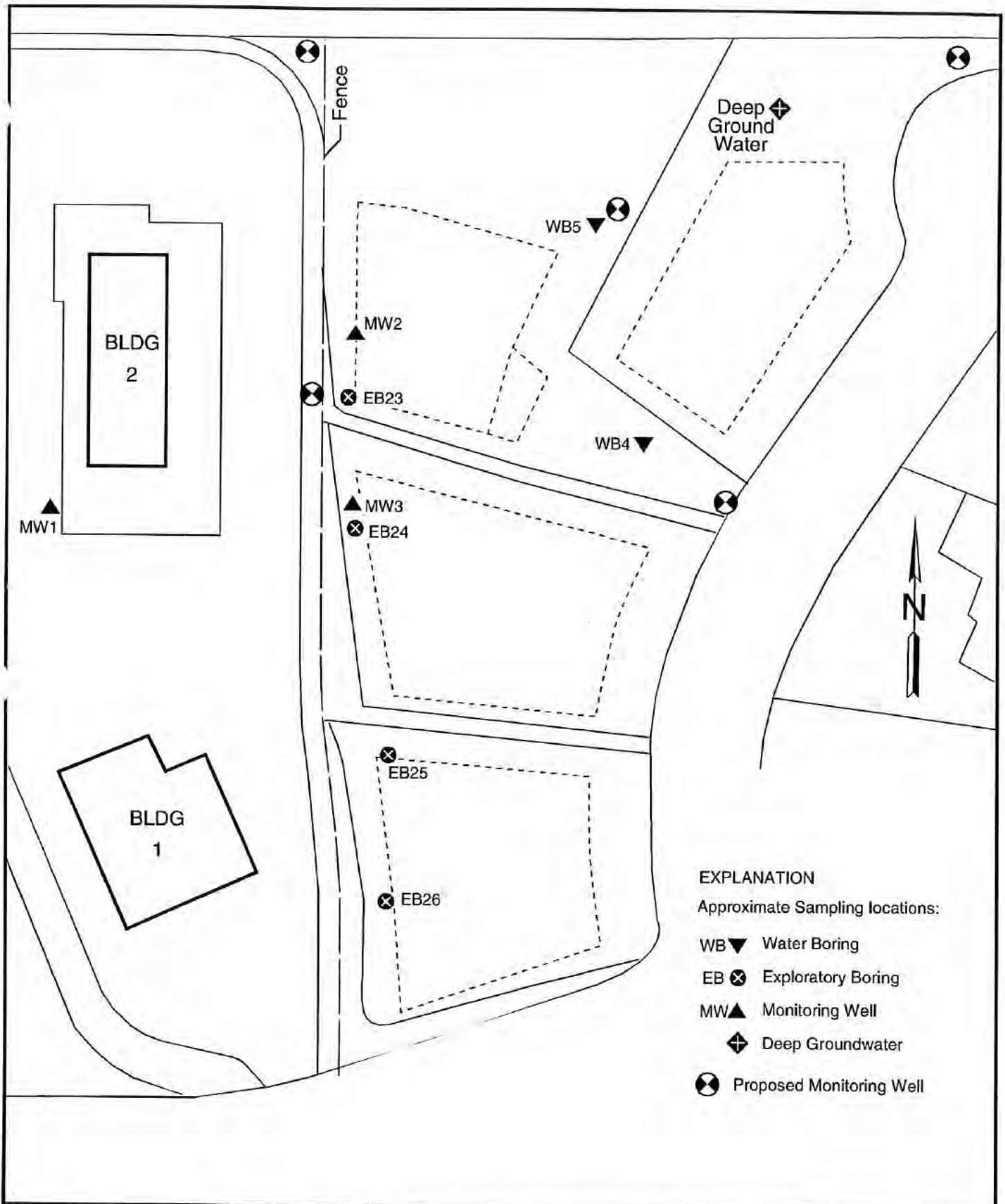
Figure 6-2: Groundwater Air Sparging / SVE System

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- EXPLANATION**
 Approximate Sampling locations:
- WB▼ Water Boring
 - EB⊗ Exploratory Boring
 - MW▲ Monitoring Well
 - ⊕ Deep Groundwater
 - ⊗ Proposed Monitoring Well

0 50
 Approx. Scale in Feet

Figure 8-1: Proposed Groundwater Monitoring Well Locations

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**ATTACHMENT 2:
PRO UCL OUTPUTS**

ATTACHMENT 2
PROUCL OUTPUTS
4141 Foothill Boulevard
Pleasanton, California

Arsenic (mg/kg)

General Statistics

Total Number of Observations	82	Number of Distinct Observations	53
		Number of Missing Observations	0
Minimum	0.5	Mean	5.671
Maximum	17	Median	5.4
SD	2.716	Std. Error of Mean	0.3
Coefficient of Variation	0.479	Skewness	1.645

Normal GOF Test

Shapiro Wilk Test Statistic	0.884	Shapiro Wilk GOF Test	
5% Shapiro Wilk P Value	1.85E-08	Data Not Normal at 5% Significance Level	
Lilliefors Test Statistic	0.088	Lilliefors GOF Test	
5% Lilliefors Critical Value	0.098	Data appear Normal at 5% Significance Level	
Data appear Approximate Normal at 5% Significance Level			

Assuming Normal Distribution

95% Normal UCL		95% UCLs (Adjusted for Skewness)	
95% Student's-t UCL	6.17	95% Adjusted-CLT UCL (Chen-1995)	6.222
		95% Modified-t UCL (Johnson-1978)	6.179

Gamma GOF Test

A-D Test Statistic	0.631	Anderson-Darling Gamma GOF Test	
		Detected data appear Gamma Distributed at 5% Significance Level	
5% A-D Critical Value	0.755		
K-S Test Statistic	0.0878	Kolmogorov-Smirnov Gamma GOF Test	
		Detected data appear Gamma Distributed at 5% Significance Level	
5% K-S Critical Value	0.099		
Detected data appear Gamma Distributed at 5% Significance Level			

Gamma Statistics

k hat (MLE)	4.519	k star (bias corrected MLE)	4.362
Theta hat (MLE)	1.255	Theta star (bias corrected MLE)	1.3
nu hat (MLE)	741.2	nu star (bias corrected)	715.4
MLE Mean (bias corrected)	5.671	MLE Sd (bias corrected)	2.715
		Approximate Chi Square Value (0.05)	654.3
Adjusted Level of Significance	0.0471	Adjusted Chi Square Value	653.3

Assuming Gamma Distribution

95% Approximate Gamma UCL (use when n>=50))	6.2	95% Adjusted Gamma UCL (use when n<50)	6.21
---	-----	--	------

Lognormal GOF Test

Shapiro Wilk Test Statistic	0.939	Shapiro Wilk Lognormal GOF Test	
5% Shapiro Wilk P Value	9.92E-04	Data Not Lognormal at 5% Significance Level	
Lilliefors Test Statistic	0.107	Lilliefors Lognormal GOF Test	
5% Lilliefors Critical Value	0.098	Data Not Lognormal at 5% Significance Level	
Data Not Lognormal at 5% Significance Level			

Lognormal Statistics

ATTACHMENT 2
PROUCL OUTPUTS
4141 Foothill Boulevard
Pleasanton, California

Minimum of Logged Data	-0.693	Mean of logged Data	1.621
Maximum of Logged Data	2.833	SD of logged Data	0.515
Assuming Lognormal Distribution			
95% H-UCL	6.42	90% Chebyshev (MVUE) UCL	6.804
95% Chebyshev (MVUE) UCL	7.275	97.5% Chebyshev (MVUE) UCL	7.929
99% Chebyshev (MVUE) UCL	9.214		
Nonparametric Distribution Free UCL Statistics			
Data appear to follow a Discernible Distribution at 5% Significance Level			
Nonparametric Distribution Free UCLs			
95% CLT UCL	6.164	95% Jackknife UCL	6.17
95% Standard Bootstrap UCL	6.171	95% Bootstrap-t UCL	6.256
95% Hall's Bootstrap UCL	6.243	95% Percentile Bootstrap UCL	6.178
95% BCA Bootstrap UCL	6.213		
90% Chebyshev(Mean, Sd) UCL	6.57	95% Chebyshev(Mean, Sd) UCL	6.978
97.5% Chebyshev(Mean, Sd) UCL	7.544	99% Chebyshev(Mean, Sd) UCL	8.655
Suggested UCL to Use			
95% Student's-t UCL	6.17		
Beryllium (mg/kg)			
General Statistics			
Total Number of Observations	58	Number of Distinct Observations	2
		Number of Missing Observations	0
Minimum	0.25	Mean	0.255
Maximum	0.52	Median	0.25
SD	0.0355	Std. Error of Mean	0.00466
Coefficient of Variation	0.139	Skewness	7.616
Normal GOF Test			
Shapiro Wilk Test Statistic	0.133	Shapiro Wilk GOF Test	
5% Shapiro Wilk P Value	0	Data Not Normal at 5% Significance Level	
Lilliefors Test Statistic	0.535	Lilliefors GOF Test	
5% Lilliefors Critical Value	0.116	Data Not Normal at 5% Significance Level	
Data Not Normal at 5% Significance Level			
Assuming Normal Distribution			
95% Normal UCL		95% UCLs (Adjusted for Skewness)	
95% Student's-t UCL	0.262	95% Adjusted-CLT UCL (Chen-1995)	0.267
		95% Modified-t UCL (Johnson-1978)	0.263
Gamma GOF Test			
A-D Test Statistic	22.01	Anderson-Darling Gamma GOF Test	
		Data Not Gamma Distributed at 5% Significance Level	
5% A-D Critical Value	0.748	Level	
K-S Test Statistic	0.536	Kolmogorov-Smirnov Gamma GOF Test	
		Data Not Gamma Distributed at 5% Significance Level	
5% K-S Critical Value	0.116	Level	

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Data Not Gamma Distributed at 5% Significance Level

Gamma Statistics

k hat (MLE)	86.04	k star (bias corrected MLE)	81.6
Theta hat (MLE)	0.00296	Theta star (bias corrected MLE)	0.00312
nu hat (MLE)	9981	nu star (bias corrected)	9466
MLE Mean (bias corrected)	0.255	MLE Sd (bias corrected)	0.0282
		Approximate Chi Square Value (0.05)	9241
Adjusted Level of Significance	0.0459	Adjusted Chi Square Value	9235

Assuming Gamma Distribution

95% Approximate Gamma UCL (use when n>=50))	0.261	95% Adjusted Gamma UCL (use when n<50)	0.261
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Lognormal GOF Test

Shapiro Wilk Test Statistic	0.133	Shapiro Wilk Lognormal GOF Test	
5% Shapiro Wilk P Value	0	Data Not Lognormal at 5% Significance Level	
Lilliefors Test Statistic	0.535	Lilliefors Lognormal GOF Test	
5% Lilliefors Critical Value	0.116	Data Not Lognormal at 5% Significance Level	

Lognormal Statistics

Minimum of Logged Data	-1.386	Mean of logged Data	-1.374
Maximum of Logged Data	-0.654	SD of logged Data	0.0962

Assuming Lognormal Distribution

95% H-UCL	N/A	90% Chebyshev (MVUE) UCL	0.264
95% Chebyshev (MVUE) UCL	0.268	97.5% Chebyshev (MVUE) UCL	0.274
99% Chebyshev (MVUE) UCL	0.286		

Nonparametric Distribution Free UCL Statistics

Data do not follow a Discernible Distribution (0.05)

Nonparametric Distribution Free UCLs

95% CLT UCL	0.262	95% Jackknife UCL	N/A
95% Standard Bootstrap UCL	N/A	95% Bootstrap-t UCL	N/A
95% Hall's Bootstrap UCL	N/A	95% Percentile Bootstrap UCL	N/A
95% BCA Bootstrap UCL	N/A		
90% Chebyshev(Mean, Sd) UCL	0.269	95% Chebyshev(Mean, Sd) UCL	0.275
97.5% Chebyshev(Mean, Sd) UCL	0.284	99% Chebyshev(Mean, Sd) UCL	0.301

Suggested UCL to Use

95% Student's-t UCL	0.262	or 95% Modified-t UCL	0.263
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Cadmium (mg/kg)

General Statistics

Total Number of Observations	82	Number of Distinct Observations	8
		Number of Missing Observations	0
Minimum	0.25	Mean	0.813
Maximum	19	Median	0.25

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SD	2.499	Std. Error of Mean	0.276
Coefficient of Variation	3.074	Skewness	6.122
Normal GOF Test			
Shapiro Wilk Test Statistic	0.251	Shapiro Wilk GOF Test	
5% Shapiro Wilk P Value	0	Data Not Normal at 5% Significance Level	
Lilliefors Test Statistic	0.477	Lilliefors GOF Test	
5% Lilliefors Critical Value	0.098	Data Not Normal at 5% Significance Level	
Data Not Normal at 5% Significance Level			
Assuming Normal Distribution			
95% Normal UCL		95% UCLs (Adjusted for Skewness)	
95% Student's-t UCL	1.272	95% Adjusted-CLT UCL (Chen-1995)	1.466
		95% Modified-t UCL (Johnson-1978)	1.303
Gamma GOF Test			
A-D Test Statistic	19.69	Anderson-Darling Gamma GOF Test	
5% A-D Critical Value	0.793	Data Not Gamma Distributed at 5% Significance Level	
K-S Test Statistic	0.423	Kolmogorov-Smirnov Gamma GOF Test	
5% K-S Critical Value	0.103	Data Not Gamma Distributed at 5% Significance Level	
Data Not Gamma Distributed at 5% Significance Level			
Gamma Statistics			
k hat (MLE)	0.755	k star (bias corrected MLE)	0.736
Theta hat (MLE)	1.076	Theta star (bias corrected MLE)	1.105
nu hat (MLE)	123.9	nu star (bias corrected)	120.7
MLE Mean (bias corrected)	0.813	MLE Sd (bias corrected)	0.948
		Approximate Chi Square Value (0.05)	96.32
Adjusted Level of Significance	0.0471	Adjusted Chi Square Value	95.93
Assuming Gamma Distribution			
95% Approximate Gamma UCL (use when n>=50))	1.018	95% Adjusted Gamma UCL (use when n<50)	1.023
Lognormal GOF Test			
Shapiro Wilk Test Statistic	0.528	Shapiro Wilk Lognormal GOF Test	
5% Shapiro Wilk P Value	0	Data Not Lognormal at 5% Significance Level	
Lilliefors Test Statistic	0.354	Lilliefors Lognormal GOF Test	
5% Lilliefors Critical Value	0.098	Data Not Lognormal at 5% Significance Level	
Data Not Lognormal at 5% Significance Level			
Lognormal Statistics			
Minimum of Logged Data	-1.386	Mean of logged Data	-0.999
Maximum of Logged Data	2.944	SD of logged Data	0.81
Assuming Lognormal Distribution			
95% H-UCL	0.616	90% Chebyshev (MVUE) UCL	0.663
95% Chebyshev (MVUE) UCL	0.733	97.5% Chebyshev (MVUE) UCL	0.831
99% Chebyshev (MVUE) UCL	1.022		

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Nonparametric Distribution Free UCL Statistics

Data do not follow a Discernible Distribution (0.05)

Nonparametric Distribution Free UCLs

95% CLT UCL	1.267	95% Jackknife UCL	1.272
95% Standard Bootstrap UCL	1.252	95% Bootstrap-t UCL	2.494
95% Hall's Bootstrap UCL	3.123	95% Percentile Bootstrap UCL	1.314
95% BCA Bootstrap UCL	1.566		
90% Chebyshev(Mean, Sd) UCL	1.641	95% Chebyshev(Mean, Sd) UCL	2.016
97.5% Chebyshev(Mean, Sd) UCL	2.536	99% Chebyshev(Mean, Sd) UCL	3.559

Suggested UCL to Use

95% Chebyshev (Mean, Sd) UCL 2.016

Lead (mg/kg)

General Statistics

Total Number of Observations	82	Number of Distinct Observations	55
		Number of Missing Observations	0
Minimum	1.9	Mean	17.65
Maximum	300	Median	8.35
SD	37.42	Std. Error of Mean	4.132
Coefficient of Variation	2.119	Skewness	6.111

Normal GOF Test

Shapiro Wilk Test Statistic	0.376	Shapiro Wilk GOF Test	
5% Shapiro Wilk P Value	0	Data Not Normal at 5% Significance Level	
Lilliefors Test Statistic	0.347	Lilliefors GOF Test	
5% Lilliefors Critical Value	0.098	Data Not Normal at 5% Significance Level	
Data Not Normal at 5% Significance Level			

Assuming Normal Distribution

95% Normal UCL		95% UCLs (Adjusted for Skewness)	
95% Student's-t UCL	24.53	95% Adjusted-CLT UCL (Chen-1995)	27.43
		95% Modified-t UCL (Johnson-1978)	25

Gamma GOF Test

A-D Test Statistic	4.324	Anderson-Darling Gamma GOF Test	
		Data Not Gamma Distributed at 5% Significance Level	
5% A-D Critical Value	0.785		
K-S Test Statistic	0.176	Kolmogorov-Smirnov Gamma GOF Test	
		Data Not Gamma Distributed at 5% Significance Level	
5% K-S Critical Value	0.102		
Data Not Gamma Distributed at 5% Significance Level			

Gamma Statistics

k hat (MLE)	0.928	k star (bias corrected MLE)	0.902
Theta hat (MLE)	19.02	Theta star (bias corrected MLE)	19.57
nu hat (MLE)	152.2	nu star (bias corrected)	148
MLE Mean (bias corrected)	17.65	MLE Sd (bias corrected)	18.59
		Approximate Chi Square Value (0.05)	120.8

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Adjusted Level of Significance	0.0471	Adjusted Chi Square Value	120.4
Assuming Gamma Distribution			
95% Approximate Gamma UCL (use when n>=50))	21.62	95% Adjusted Gamma UCL (use when n<50)	21.69
Lognormal GOF Test			
Shapiro Wilk Test Statistic	0.94	Shapiro Wilk Lognormal GOF Test	
5% Shapiro Wilk P Value	0.00135	Data Not Lognormal at 5% Significance Level	
Lilliefors Test Statistic	0.0807	Lilliefors Lognormal GOF Test	
5% Lilliefors Critical Value	0.098	Data appear Lognormal at 5% Significance	
Data appear Approximate Lognormal at 5% Significance Level			
Lognormal Statistics			
Minimum of Logged Data	0.642	Mean of logged Data	2.243
Maximum of Logged Data	5.704	SD of logged Data	0.958
Assuming Lognormal Distribution			
95% H-UCL	18.84	90% Chebyshev (MVUE) UCL	20.34
95% Chebyshev (MVUE) UCL	22.85	97.5% Chebyshev (MVUE) UCL	26.33
99% Chebyshev (MVUE) UCL	33.18		
Nonparametric Distribution Free UCL Statistics			
Data appear to follow a Discernible Distribution at 5% Significance Level			
Nonparametric Distribution Free UCLs			
95% CLT UCL	24.45	95% Jackknife UCL	24.53
95% Standard Bootstrap UCL	24.52	95% Bootstrap-t UCL	35.44
95% Hall's Bootstrap UCL	50.24	95% Percentile Bootstrap UCL	25.21
95% BCA Bootstrap UCL	28.14		
90% Chebyshev(Mean, Sd) UCL	30.05	95% Chebyshev(Mean, Sd) UCL	35.67
97.5% Chebyshev(Mean, Sd) UCL	43.46	99% Chebyshev(Mean, Sd) UCL	58.77
Suggested UCL to Use			
95% H-UCL	18.84		
Vanadium (mg/kg)			
General Statistics			
Total Number of Observations	58	Number of Distinct Observations	29
		Number of Missing Observations	0
Minimum	23	Mean	41.52
Maximum	63	Median	40.5
SD	8.591	Std. Error of Mean	1.128
Coefficient of Variation	0.207	Skewness	0.396
Normal GOF Test			
Shapiro Wilk Test Statistic	0.964	Shapiro Wilk GOF Test	
5% Shapiro Wilk P Value	0.168	Data appear Normal at 5% Significance Level	
Lilliefors Test Statistic	0.101	Lilliefors GOF Test	
5% Lilliefors Critical Value	0.116	Data appear Normal at 5% Significance Level	

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Data appear Normal at 5% Significance Level

Assuming Normal Distribution

95% Normal UCL		95% UCLs (Adjusted for Skewness)	
95% Student's-t UCL	43.4	95% Adjusted-CLT UCL (Chen-1995)	43.44
		95% Modified-t UCL (Johnson-1978)	43.41

Gamma GOF Test

A-D Test Statistic	0.551	Anderson-Darling Gamma GOF Test	
		Detected data appear Gamma Distributed at 5%	
5% A-D Critical Value	0.749	Significance Level	
K-S Test Statistic	0.0915	Kolmogorov-Smirnov Gamma GOF Test	
		Detected data appear Gamma Distributed at 5%	
5% K-S Critical Value	0.117	Significance Level	
Detected data appear Gamma Distributed at 5%			
Significance Level			

Gamma Statistics

k hat (MLE)	23.61	k star (bias corrected MLE)	22.4
Theta hat (MLE)	1.758	Theta star (bias corrected MLE)	1.853
nu hat (MLE)	2739	nu star (bias corrected)	2599
MLE Mean (bias corrected)	41.52	MLE Sd (bias corrected)	8.772
		Approximate Chi Square Value (0.05)	2481
Adjusted Level of Significance	0.0459	Adjusted Chi Square Value	2478

Assuming Gamma Distribution

95% Approximate Gamma UCL (use when n>=50))	43.48	95% Adjusted Gamma UCL (use when n<50)	43.53
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Lognormal GOF Test

Shapiro Wilk Test Statistic	0.968	Shapiro Wilk Lognormal GOF Test	
5% Shapiro Wilk P Value	0.275	Data appear Lognormal at 5% Significance	
Lilliefors Test Statistic	0.104	Lilliefors Lognormal GOF Test	
5% Lilliefors Critical Value	0.116	Data appear Lognormal at 5% Significance	
Data appear Lognormal at 5% Significance Level			

Lognormal Statistics

Minimum of Logged Data	3.135	Mean of logged Data	3.705
Maximum of Logged Data	4.143	SD of logged Data	0.21

Assuming Lognormal Distribution

95% H-UCL	43.59	90% Chebyshev (MVUE) UCL	45.01
95% Chebyshev (MVUE) UCL	46.58	97.5% Chebyshev (MVUE) UCL	48.77
99% Chebyshev (MVUE) UCL	53.06		

Nonparametric Distribution Free UCL Statistics

Data appear to follow a Discernible Distribution at 5% Significance Level

Nonparametric Distribution Free UCLs

95% CLT UCL	43.37	95% Jackknife UCL	43.4
95% Standard Bootstrap UCL	43.35	95% Bootstrap-t UCL	43.51
95% Hall's Bootstrap UCL	43.39	95% Percentile Bootstrap UCL	43.45

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95% BCA Bootstrap UCL	43.28		
90% Chebyshev(Mean, Sd) UCL	44.9	95% Chebyshev(Mean, Sd) UCL	46.43
97.5% Chebyshev(Mean, Sd) UCL	48.56	99% Chebyshev(Mean, Sd) UCL	52.74

Suggested UCL to Use
95% Student's-t UCL 43.4

Zinc (mg/kg)

General Statistics

Total Number of Observations	58	Number of Distinct Observations	39
		Number of Missing Observations	0
Minimum	26	Mean	76.62
Maximum	910	Median	51
SD	120	Std. Error of Mean	15.76
Coefficient of Variation	1.566	Skewness	6.247

Normal GOF Test

Shapiro Wilk Test Statistic	0.323	Shapiro Wilk GOF Test	
5% Shapiro Wilk P Value	0	Data Not Normal at 5% Significance Level	
Lilliefors Test Statistic	0.402	Lilliefors GOF Test	
5% Lilliefors Critical Value	0.116	Data Not Normal at 5% Significance Level	
Data Not Normal at 5% Significance Level			

Assuming Normal Distribution

95% Normal UCL		95% UCLs (Adjusted for Skewness)	
95% Student's-t UCL	103	95% Adjusted-CLT UCL (Chen-1995)	116.3
		95% Modified-t UCL (Johnson-1978)	105.1

Gamma GOF Test

A-D Test Statistic	7.997	Anderson-Darling Gamma GOF Test	
		Data Not Gamma Distributed at 5% Significance Level	
5% A-D Critical Value	0.764		
K-S Test Statistic	0.315	Kolmogorov-Smirnov Gamma GOF Test	
		Data Not Gamma Distributed at 5% Significance Level	
5% K-S Critical Value	0.118		
Data Not Gamma Distributed at 5% Significance Level			

Gamma Statistics

k hat (MLE)	1.896	k star (bias corrected MLE)	1.809
Theta hat (MLE)	40.42	Theta star (bias corrected MLE)	42.35
nu hat (MLE)	219.9	nu star (bias corrected)	209.9
MLE Mean (bias corrected)	76.62	MLE Sd (bias corrected)	56.97
		Approximate Chi Square Value (0.05)	177.3
Adjusted Level of Significance	0.0459	Adjusted Chi Square Value	176.6

Assuming Gamma Distribution

95% Approximate Gamma UCL (use when n>=50)	90.67	95% Adjusted Gamma UCL (use when n<50)	91.06
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Lognormal GOF Test

Shapiro Wilk Test Statistic	0.745	Shapiro Wilk Lognormal GOF Test	
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5% Shapiro Wilk P Value	5.32E-13	Data Not Lognormal at 5% Significance Level	
Lilliefors Test Statistic	0.226	Lilliefors Lognormal GOF Test	
5% Lilliefors Critical Value	0.116	Data Not Lognormal at 5% Significance Level	
Data Not Lognormal at 5% Significance Level			
Lognormal Statistics			
Minimum of Logged Data	3.258	Mean of logged Data	4.052
Maximum of Logged Data	6.813	SD of logged Data	0.565
Assuming Lognormal Distribution			
95% H-UCL	77.97	90% Chebyshev (MVUE) UCL	83.2
95% Chebyshev (MVUE) UCL	90.42	97.5% Chebyshev (MVUE) UCL	100.4
99% Chebyshev (MVUE) UCL	120.1		
Nonparametric Distribution Free UCL Statistics			
Data do not follow a Discernible Distribution (0.05)			
Nonparametric Distribution Free UCLs			
95% CLT UCL	102.5	95% Jackknife UCL	103
95% Standard Bootstrap UCL	102.3	95% Bootstrap-t UCL	164.8
95% Hall's Bootstrap UCL	185.6	95% Percentile Bootstrap UCL	105.4
95% BCA Bootstrap UCL	123.4		
90% Chebyshev(Mean, Sd) UCL	123.9	95% Chebyshev(Mean, Sd) UCL	145.3
97.5% Chebyshev(Mean, Sd) UCL	175	99% Chebyshev(Mean, Sd) UCL	233.4
Suggested UCL to Use			
95% Chebyshev (Mean, Sd) UCL	145.3		
Chlordane (mg/kg)			
General Statistics			
Total Number of Observations	24	Number of Distinct Observations	5
		Number of Missing Observations	0
Minimum	0.01	Mean	0.16
Maximum	2.06	Median	0.04
SD	0.412	Std. Error of Mean	0.084
Coefficient of Variation	2.567	Skewness	4.631
Normal GOF Test			
Shapiro Wilk Test Statistic	0.349	Shapiro Wilk GOF Test	
5% Shapiro Wilk Critical Value	0.916	Data Not Normal at 5% Significance Level	
Lilliefors Test Statistic	0.42	Lilliefors GOF Test	
5% Lilliefors Critical Value	0.177	Data Not Normal at 5% Significance Level	
Data Not Normal at 5% Significance Level			
Assuming Normal Distribution			
95% Normal UCL		95% UCLs (Adjusted for Skewness)	
95% Student's-t UCL	0.304	95% Adjusted-CLT UCL (Chen-1995)	0.384
		95% Modified-t UCL (Johnson-1978)	0.318
Gamma GOF Test			
A-D Test Statistic	1.961	Anderson-Darling Gamma GOF Test	

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		Data Not Gamma Distributed at 5% Significance Level	
5% A-D Critical Value	0.802		
K-S Test Statistic	0.263	Kolmogorov-Smirnov Gamma GOF Test	
		Data Not Gamma Distributed at 5% Significance Level	
5% K-S Critical Value	0.188		
Data Not Gamma Distributed at 5% Significance Level			
Gamma Statistics			
k hat (MLE)	0.545	k star (bias corrected MLE)	0.505
Theta hat (MLE)	0.294	Theta star (bias corrected MLE)	0.318
nu hat (MLE)	26.16	nu star (bias corrected)	24.22
MLE Mean (bias corrected)	0.16	MLE Sd (bias corrected)	0.226
		Approximate Chi Square Value (0.05)	14.02
Adjusted Level of Significance	0.0392	Adjusted Chi Square Value	13.47
Assuming Gamma Distribution			
95% Approximate Gamma UCL (use when n>=50))	0.277	95% Adjusted Gamma UCL (use when n<50)	0.288
Lognormal GOF Test			
Shapiro Wilk Test Statistic	0.873	Shapiro Wilk Lognormal GOF Test	
5% Shapiro Wilk Critical Value	0.916	Data Not Lognormal at 5% Significance Level	
Lilliefors Test Statistic	0.193	Lilliefors Lognormal GOF Test	
5% Lilliefors Critical Value	0.177	Data Not Lognormal at 5% Significance Level	
Data Not Lognormal at 5% Significance Level			
Lognormal Statistics			
Minimum of Logged Data	-4.605	Mean of logged Data	-2.98
Maximum of Logged Data	0.723	SD of logged Data	1.396
Assuming Lognormal Distribution			
95% H-UCL	0.333	90% Chebyshev (MVUE) UCL	0.255
95% Chebyshev (MVUE) UCL	0.313	97.5% Chebyshev (MVUE) UCL	0.395
99% Chebyshev (MVUE) UCL	0.555		
Nonparametric Distribution Free UCL Statistics			
Data do not follow a Discernible Distribution (0.05)			
Nonparametric Distribution Free UCLs			
95% CLT UCL	0.299	95% Jackknife UCL	0.304
95% Standard Bootstrap UCL	0.295	95% Bootstrap-t UCL	0.762
95% Hall's Bootstrap UCL	0.798	95% Percentile Bootstrap UCL	0.328
95% BCA Bootstrap UCL	0.425		
90% Chebyshev(Mean, Sd) UCL	0.413	95% Chebyshev(Mean, Sd) UCL	0.527
97.5% Chebyshev(Mean, Sd) UCL	0.685	99% Chebyshev(Mean, Sd) UCL	0.997
Suggested UCL to Use			
95% CLT UCL	0.299		

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**Appendix G:
Hydrology and Water Quality Supporting Information**

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G.1 - Stormwater Requirements Checklist

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Stormwater Requirements Checklist
Municipal Regional Stormwater Permit (MRP)
Stormwater Controls for Development Projects

RECEIVED

I. Applicability of Provision C.3 Stormwater Requirements 08/03/2023

I.A. Enter Project Data (For “C.3 Regulated Projects,” data will be reported in the municipality’s stormwater Annual Report.)

PUD-147, P22-1089, Trac

CITY OF PLEASANTON
 PLANNING DIVISION

EXHIBIT B

I.A.1 Project Name: Tract 8522 Merritt Property

I.A.2 Project Address (include cross street): Foothill Road at Equus Court

I.A.3 Project APN: 941 - 950 - 3 - 1 I.A.4 Project Watershed: Arroyo De La Laguna

I.A.5 Applicant Name: James Summers, Foothill Boulevard Holding Company, LLC

I.A.6 Applicant Address: 11555 Dublin Boulevard, Dublin, CA 94568

I.A.7 Applicant Phone: (925) 828-7999 Applicant Email Address: jsummers@desilvagroup.com

I.A.8 Development type: (check all that apply)
 Residential Commercial Industrial Mixed-Use Streets, Roads, etc.
 ‘Redevelopment’ as defined by MRP: creating, adding and/or replacing exterior existing impervious surface on a site where past development has occurred¹
 ‘Special land use categories’ as defined by MRP: (1) auto service facilities², (2) retail gasoline outlets, (3) restaurants², (4) uncovered parking area (stand-alone or part of a larger project)

I.A.9 Project Description³:
 (Also note any past or future phases of the project.)
Development of 88 single-family detached homes and 22 single-family below market rate homes
The existing estate residence consisting of 3 units is to remain
Dedication of public street for Foothill Road

I.A.10 Total Area of Site: 46.36 acres
 Total Area of land disturbed during construction (include clearing, grading, excavating and stockpile area): 41.36 acres.

I.B. Is the project a “C.3 Regulated Project” per MRP Provision C.3.b?

I.B.1 Enter the amount of impervious surface⁴ created and/or replaced by the project:

Table of Impervious and Pervious Surfaces

Type of Impervious Surface	a	b	c	d
	Pre-Project Impervious Surface (sq.ft.)	Existing Impervious Surface to be Replaced ⁶ (sq.ft.)	New Impervious Surface to be Created ⁶ (sq.ft.)	Post-project landscaping (sq.ft.), if applicable
Roof area(s) – excluding any portion of the roof that is vegetated (“green roof”)	21,333	7221	454,554	
Impervious ⁴ sidewalks, patios, paths, driveways	3,597	3,597	161,060	
Impervious ⁴ uncovered parking ⁵	0	0	0	
Streets (public)		0	33,288	
Streets (private)		0	223,800	
Totals:	24,930	10,818	872,702	1,092,259
Area of Existing Impervious Surface to remain in place	14,112	N/A		
Total New Impervious Surface (sum of totals for columns b and c):		883,520		

¹ Roadway projects that replace existing impervious surface are subject to C.3 requirements only if one or more lanes of travel are added.
² Standard Industrial Classification (SIC) codes are in Section 2.3 of the C.3 Technical Guidance (download at www.cleanwaterprogram.org)
³ Project description examples: 5-story office building, industrial warehouse, residential with five 4-story buildings for 200 condominiums, etc.
⁴ Per the MRP, pavement that meets the following definition of pervious pavement is NOT an impervious surface. Pervious pavement is defined as pavement that stores and infiltrates rainfall at a rate equal to immediately surrounding unpaved, landscaped areas, or that stores and infiltrates the rainfall runoff volume described in Provision C.3.d.
⁵ Uncovered parking includes top level of a parking structure.
⁶ “Replace” means to install new impervious surface where existing impervious surface is removed. “Create” means to install new impervious surface where there is currently no impervious surface.

I.B. Is the project a “C.3 Regulated Project” per MRP Provision C.3.b? (continued)

	Yes	No	NA
I.B.2 In Item I.B.1, does the Total New Impervious Surface equal 10,000 sq.ft. or more? <i>If YES, skip to Item I.B.5 and check “Yes.” (your project is a regulated project) If NO, continue to Item I.B.3.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I.B.3 Does the Item I.B.1 Total New Impervious Surface equal 5,000 sq.ft. or more, but less than 10,000 sq.ft.? <i>If YES, continue to Item I.B.4. If NO, skip to Item I.B.5 and check “No.”</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I.B.4 Is the project a “Special Land Use Category” per Item I.A.8? For uncovered parking, check YES only if there is 5,000 sq.ft or more uncovered parking. <i>If NO, go to Item I.B.5 and check “No.” If YES, go to Item I.B.5 and check “Yes.” (your project is a regulated project)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I.B.5 Is the project a C.3 Regulated Project? <i>If YES, skip to Item I.B.6; if NO, continue to Item I.C.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I.B.6 Does the total amount of Replaced impervious surface equal 50 percent or more of the Pre-Project Impervious Surface? <i>If YES, stormwater treatment requirements apply to the whole site; if NO, these requirements apply only to the impervious surface created and/or replaced.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I.C. Projects that are NOT C.3 Regulated Projects

If you answered NO to Item I.B.5, or the project creates/replaces less than 5,000 sq. ft. of impervious surface, then the project is NOT a C.3 Regulated Project, and stormwater treatment is not required, BUT the municipality may determine that source controls and site design measures are required. Skip to Section II.

I.D. Projects that ARE C.3 Regulated Projects

If you answered YES to Item I.B.5, then the project is a C.3 Regulated Project. The project must include appropriate site design measures and source controls AND hydraulically-sized stormwater treatment measures. Hydromodification management may also be required; refer to Section II, Implementation of Stormwater Requirements, to make this determination. If final discretionary approval was granted on or after **DECEMBER 1, 2011**, Low Impact Development (LID) requirements apply, except for “Special Projects.” See Section II.

I.E. Identify C.6 Construction-Phase Stormwater Requirements

	Yes	No
I.E.1 Does the project disturb 1.0 acre (43,560 sq.ft.) or more of land? (See Item I.A.10). <i>If Yes, obtain coverage under the state’s Construction General Permit at https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp. Submit to the municipality a copy of your Notice of Intent (showing the state issued number) and Storm Water Pollution Prevention Plan (SWPPP) before a grading or building permit is issued.</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I.E.2 Is the site a “High Priority Site” that disturbs less than 1.0 acre (43,560 sq.ft.) of land? (Municipal staff will make this determination.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> ▪ “High Priority Sites” are sites that require a grading permit, are adjacent to a creek, or are otherwise high priority for stormwater protection during construction (see MRP Provision C.6.e.ii(2)) 		


- NOTE TO APPLICANT: All projects require appropriate stormwater best management practices (BMPs) during construction. Refer to the Section II to identify appropriate construction BMPs.
- NOTE TO MUNICIPAL STAFF: If the answer is “Yes” to either question in Section E, refer this project to construction site inspection staff to be added to their list of projects that require stormwater inspections at least monthly during the wet season (October 1 through April 30).

- Will there be surface parking spaces on site: Yes No
 - If yes, the proposed number of surface parking spaces (not including ADA, emergency vehicle, and loading/unloading spaces) is: _____
- Type of Design Professional: Architect Landscape Architect Licensed Soils Engineer Licensed Civil Engineer Other _____
- Design Professional’s Address: 4690 Chabot Drive, Suite 200, Pleasanton, CA 94588

- Design Professional's Phone: (925) 227-9100 Fax: (925) 227-9300 Email: dterhune@rja-gps.com
- Property Owner's Name: James Merritt and Margaret Merritt
- Project Applicant / Developer (if different than Owner): James Summers, Foothill Holding Company, LLC

All Projects:

By signing below, I declare under penalty of perjury, that to the best of my knowledge, the square footage and other information presented herein is accurate and complete.

Planning Level		David Terhune	07/27/2023
Design Level			

Signature of Design Professional

Print Name

Date

- Include project plans showing: (1) existing impervious surface area; (2) impervious surface area to be removed and replaced; and (3) any other impervious surface area to be created. Additional information may be required after an initial analysis by City staff. Incorrect impervious area calculations may delay a project application(s) and/or permit(s).**

II. Implementation of Stormwater Requirements

II.A. Complete the appropriate sections for the project. For non-C.3 Regulated Projects, Sections II.B, II.C, and II.D apply. For C.3 Regulated Projects, all sections of Section II apply.

II.B. Select Appropriate Site Design Measures

- *Required for C.3 Regulated Projects.*
- *Starting December 1, 2012, projects that create and/or replace 2,500 - 10,000 sq.ft. of impervious surface, and stand-alone single family homes that create/replace 2,500 sq.ft. or more of impervious surface, must include one of Site Design Measures a through f.⁷*
- *All other projects are encouraged to implement site design measures,*

II.B.1 Is the site design measure included in the project plans?

Yes	No	Plan Sheet No.	Design Measures
<input type="checkbox"/>	<input checked="" type="checkbox"/>		a. Direct roof runoff into cisterns or rain barrels and use rainwater for irrigation or other non-potable use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		b. Direct roof runoff onto vegetated areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		c. Direct runoff from sidewalks, walkways, and/or patios onto vegetated areas.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		d. Direct runoff from driveways and/or uncovered parking lots onto vegetated areas.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		e. Construct sidewalks, walkways, and/or patios with permeable surfaces.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		f. Construct bike lanes, driveways, and/or uncovered parking lots with permeable surfaces.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		g. Minimize land disturbance and impervious surface (especially parking lots).
<input type="checkbox"/>	<input checked="" type="checkbox"/>		h. Maximize permeability by clustering development and preserving open space.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		i. Use micro-detention, including distributed landscape-based detention.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		j. Protect sensitive areas, including wetland and riparian areas, and minimize changes to the natural topography.
<input type="checkbox"/>	<input checked="" type="checkbox"/>		k. Self-treating area (see Section 4.1 of the C.3 Technical Guidance)
<input type="checkbox"/>	<input checked="" type="checkbox"/>		l. Self-retaining area (see Section 4.2 of the C.3 Technical Guidance)
<input type="checkbox"/>	<input checked="" type="checkbox"/>		m. Plant or preserve interceptor trees (Section 4.5, C.3 Technical Guidance)

⁷ See MRP Provision C.3.a.i(6) for non-C.3 Regulated Projects, C.3.c.i(2)(a) for Regulated Projects, C.3.i for projects that create/replace 2,500 to 10,000 sq.ft. of impervious surface and stand-alone single family homes that create/replace 2,500 sq.ft. or more of impervious surface.

II.C. Select appropriate source controls (Applies to All Projects⁸)

Are these features in project?		Features that require source control measures	Source control measures (Refer to ACCWP's Source Control List for detailed requirements) http://www.cleanwaterprogram.org	Is source control measure included in project plans?		Plan Sheet No.
Yes	No			Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Storm Drain	Mark on-site inlets with the words "No Dumping! Flows to Bay" or equivalent.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floor Drains	Plumb interior floor drains to sanitary sewer ⁹ [or prohibit].	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Parking garage	Plumb interior parking garage floor drains to sanitary sewer. ⁹	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landscaping	<ul style="list-style-type: none"> ▪ Retain existing vegetation as practicable. ▪ Select diverse species appropriate to the site. Include plants that are pest- and/or disease-resistant, drought-tolerant, and/or attract beneficial insects. ▪ Minimize use of pesticides and quick-release fertilizers. ▪ Use efficient irrigation system; design to minimize runoff. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pool/Spa/Fountain	Provide connection to the sanitary sewer to facilitate draining. ⁹	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Food Service Equipment (non-residential)	Provide sink or other area for equipment cleaning, which is: <ul style="list-style-type: none"> ▪ Connected to a grease interceptor prior to sanitary sewer discharge.⁹ ▪ Large enough for the largest mat or piece of equipment to be cleaned. ▪ Indoors or in an outdoor roofed area designed to prevent stormwater run-on and run-off, and signed to require equipment washing in this area. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Refuse Areas	<ul style="list-style-type: none"> ▪ Provide a roofed and enclosed area for dumpsters, recycling containers, etc., designed to prevent stormwater run-on and runoff. ▪ Connect any drains in or beneath dumpsters, compactors, and tallow bin areas serving food service facilities to the sanitary sewer.⁹ 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Process Activities ¹⁰	Perform process activities either indoors or in roofed outdoor area, designed to prevent stormwater run-on and runoff, and to drain to the sanitary sewer. ⁹	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outdoor Equipment/Materials Storage	<ul style="list-style-type: none"> ▪ Cover the area or design to avoid pollutant contact with stormwater runoff. ▪ Locate area only on paved and contained areas. ▪ Roof storage areas that will contain non-hazardous liquids, drain to sanitary sewer⁹, and contain by berms or similar. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vehicle/Equipment Cleaning	<ul style="list-style-type: none"> ▪ Roofed, pave and berm wash area to prevent stormwater run-on and runoff, plumb to the sanitary sewer⁹, and sign as a designated wash area. ▪ Commercial car wash facilities shall discharge to the sanitary sewer.⁹ 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vehicle/Equipment Repair and Maintenance	<ul style="list-style-type: none"> ▪ Designate repair/maintenance area indoors, or an outdoors area designed to prevent stormwater run-on and runoff and provide secondary containment. Do not install drains in the secondary containment areas. ▪ No floor drains unless pretreated prior to discharge to the sanitary sewer.⁹ ▪ Connect containers or sinks used for parts cleaning to the sanitary sewer.⁹ 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fuel Dispensing Areas	<ul style="list-style-type: none"> ▪ Fueling areas shall have impermeable surface that is a) minimally graded to prevent ponding and b) separated from the rest of the site by a grade break. ▪ Canopy shall extend at least 10 ft in each direction from each pump and drain away from fueling area. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loading Docks	<ul style="list-style-type: none"> ▪ Cover and/or grade to minimize run-on to and runoff from the loading area. ▪ Position downspouts to direct stormwater away from the loading area. ▪ Drain water from loading dock areas to the sanitary sewer.⁹ ▪ Install door skirts between the trailers and the building. 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fire Sprinklers	Design for discharge of fire sprinkler test water to landscape or sanitary sewer. ⁹	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous Drain or Wash Water	<ul style="list-style-type: none"> ▪ Drain condensate of air conditioning units to landscaping. Large air conditioning units may connect to the sanitary sewer.⁹ ▪ Roof drains shall drain to unpaved area where practicable. ▪ Drain boiler drain lines, roof top equipment, all washwater to sanitary sewer.⁹ 	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Architectural Copper	Discharge rinse water to sanitary sewer ⁹ , or collect and dispose properly offsite. See flyer "Requirements for Architectural Copper."	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

⁸ See MRP Provision C.3.a.i(7) for non-C.3 Regulated Projects and Provision C.3.c.i(1) for C.3 Regulated Projects.

⁹ Any connection to the sanitary sewer system is subject to sanitary district approval.

¹⁰ Businesses that may have outdoor process activities/equipment include machine shops, auto repair, industries with pretreatment facilities.

II.D. Implement construction Best Management Practices (BMPs) *(Applies to all projects).*

Yes	No	Best Management Practice (BMP)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attach the municipality's construction BMP plan sheet to project plans and require contractor to implement the applicable BMPs on the plan sheet.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Temporary erosion controls to stabilize all denuded areas until permanent erosion controls are established.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Delineate with field markers clearing limits, easements, setbacks, sensitive or critical areas, buffer zones, trees, and drainage courses.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Provide notes, specifications, or attachments describing the following: <ul style="list-style-type: none"> ▪ Construction, operation and maintenance of erosion and sediment controls, include inspection frequency; ▪ Methods and schedule for grading, excavation, filling, clearing of vegetation, and storage and disposal of excavated or cleared material; ▪ Specifications for vegetative cover & mulch, include methods and schedules for planting and fertilization; ▪ Provisions for temporary and/or permanent irrigation.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Perform clearing and earth moving activities only during dry weather.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Use sediment controls or filtration to remove sediment when dewatering and obtain all necessary permits.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Protect all storm drain inlets in vicinity of site using sediment controls such as berms, fiber rolls, or filters.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trap sediment on-site, using BMPs such as sediment basins or traps, earthen dikes or berms, silt fences, check dams, soil blankets or mats, covers for soil stock piles, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Divert on-site runoff around exposed areas; divert off-site runoff around the site (e.g., swales and dikes).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Protect adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Limit construction access routes and stabilize designated access points.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	No cleaning, fueling, or maintaining vehicles on-site, except in a designated area where washwater is contained and treated.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Store, handle, and dispose of construction materials/wastes properly to prevent contact with stormwater.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractor shall train and provide instruction to all employees/subcontractors re: construction BMPs.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Control and prevent the discharge of all potential pollutants, including pavement cutting wastes, paints, concrete, petroleum products, chemicals, washwater or sediments, rinse water from architectural copper, and non-stormwater discharges to storm drains and watercourses.

**PROJECTS THAT ARE NOT C.3 REGULATED PROJECTS
STOP HERE!**

II.E. Feasibility/Infeasibility of Infiltration and Rainwater Harvesting/Use (Applies to C.3 Regulated Projects ONLY)

Except for some Special Projects, C.3 Regulated Projects must include low impact development (LID) treatment measures. LID treatment measures are rainwater harvesting, infiltration, evapotranspiration, and biotreatment (landscape-based treatment with special soils). Biotreatment is allowed ONLY if it is infeasible to treat the amount of runoff specified in Provision C.3.d with rainwater harvesting, infiltration, and evapotranspiration.

Yes No N/A

II.E.1 Is this project a “Special Project”? (See Appendix K of the C.3 Technical Guidance for criteria.)

- If No, continue to Item II.E.2.
- If Yes, or if there is potential that the project MAY be a Special Project, complete the Special Projects Worksheet.

Yes No N/A

II.E.2 Infiltration Potential. Based on site-specific soil report¹¹, do site soils either:

- a. Saturated hydraulic conductivity (Ksat) less than 1.6 inches/hour, or, if the Ksat rate is not available,
- b. Consist of Type C or D soils?
 - If Yes, infiltration of the C.3.d amount of runoff is infeasible. Continue to II.E.3.
 - If No, complete the Infiltration Feasibility Worksheet. If infiltration of the C.3.d amount of runoff is found to be feasible, skip to II.E.8; if infiltration is found to be infeasible, continue to II.E.3.

Yes No
 Yes No

II.E.3 Recycled Water. Check the box if the project is installing and using a recycled water plumbing system for non-potable water use.

- The project is installing a recycled water plumbing system, and the installation of a second non-potable water system for harvested rainwater is impractical, and considered infeasible due to cost considerations.
 - If you checked this box, there is no need for further evaluation of rainwater harvesting. Skip to II.E.9.

II.E.4 Potential Rainwater Capture Area

- a. Refer to the Table of Impervious and Pervious Surfaces in Section I, and enter the total square footage of impervious surface that will be replaced and/or created by the project. (Sum of totals for columns b and c)
- b. If I.B.6 indicates that 50% or more of the existing impervious surface will be replaced with new impervious surface, then add any existing impervious surface that will remain in place to the amount in II.E.4.a.
- c. Convert the amount in Item II.E.4.b from square feet to acres (divide by 43,560). If II.E.4.b is not applicable, convert the amount in II.E.4.a from square feet to acres. This is the project’s Potential Rainwater Capture Area, in acres.

863,594.00 Sq. ft.

0.00 Sq. ft.

19.83 Acres

II.E.5 Landscape Irrigation: Feasibility of Rainwater Harvesting and Use

- a. Enter area of onsite landscaping.
- b. Multiply the Potential Rainwater Capture Area (the amount in II.E.4.c) times 2.5.
- c. Is the amount in II.E.5.a (onsite landscaping) LESS than 2.5 times the size of the amount in II.E.5.b (the product of 2.5 times the size of the Potential Rainwater Capture Area)¹²?
 - If Yes, irrigation use of the C.3.d amount of runoff is infeasible. Continue to II.E.6.
 - If No, it may be possible to meet the treatment requirements by directing runoff from impervious areas to self-retaining areas (see Section 4.2 of the C.3 Technical Guidance). If not, refer to Table 11 and the curves in Appendix F of the LID Feasibility Report to evaluate feasibility of harvesting and using the C.3.d amount of runoff for irrigation. If that analysis shows that it is feasible to harvest and use the C.3.d amount of runoff, complete Part 5 (Factors Other than Demand) of the Rainwater Harvesting/Use Feasibility Worksheet. Skip to II.E.7.

25.21 Acres

49.58 Acres
 Yes No

¹¹ If no site-specific soil report is available, refer to soil hydraulic conductivity maps in C.3 Technical Guidance Appendix I.

¹² Landscape areas must be contiguous and within the same Drainage Management Area to irrigate with harvested rainwater via gravity flow.

II.E.6 Indoor Non-Potable Uses: Feasibility of Rainwater Harvesting and Use (check the box for the applicable project type, then fill in the requested information and answer the question).¹³

- a. Residential Project
- i. Number of dwelling units (total post-project): _____ Units
 - ii. Divide amount in (i) by the amount in II.E.4.c (Potential Rainwater Capture Area): _____ Du/ac
 - iii. Is the amount in (ii) LESS than 100 dwelling units per acre of capture area? Yes No

- b. Commercial Project
- i. Floor area (total interior post-project square footage): _____ Sq.ft.
 - ii. Divide amount in (i) by the amount in II.E.4.c (Potential Rainwater Capture Area): _____ Sq.ft./ac
 - iii. Is the amount in (ii) LESS than 70,000 square feet per acre of capture area? Yes No

- c. School Project
- i. Floor area (total interior post-project square footage): _____ Sq.ft.
 - ii. Divide amount in (i) by the amount in II.E.4.c (Potential Rainwater Capture Area): _____ Sq.ft./ac
 - iii. Is the amount in (ii) LESS than 21,000 square feet per acre of capture area? Yes No

- d. Industrial Project
- i. Estimated demand for non-potable water (gallons/day): _____ Gal.
 - ii. Is the amount in (i) LESS than 2,400? Yes No
- If you checked "No", refer to the curves in Appendix F of the LID Feasibility Report to evaluate feasibility of harvesting and using the C.3.d amount of runoff for industrial use.*

- e. Mixed-Use Residential/Commercial Project¹⁴
- | | <i>Residential</i> | <i>Commercial</i> |
|---|--|-------------------|
| i. Number of residential dwelling units and square footage of commercial floor area: | _____ Units | _____ Sq.ft. |
| ii. Percentage of total interior post-project floor area serving each activity: | _____ % | _____ % |
| iii. Prorated Potential Rainwater Capture Area per activity (multiply amount in II.E.4.c by the percentages in [ii]): | _____ Acres | _____ Acres |
| iv. Prorated project demand per acre of Potential Rainwater Capture Area (divide the amounts in [i] by the amounts in [iii]): | _____ Du/ac | _____ Sq.ft./ac |
| v. Is the amount in (iv) in the residential column <u>less</u> than 100 dwelling units per acre of capture area, AND is the amount in the commercial column <u>less</u> than 70,000 square feet per acre of capture area? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

- *If you checked "Yes" for the above question for the applicable project type, rainwater harvesting for indoor use is considered infeasible, unless the project includes one or more buildings that each have an individual roof area of 10,000 sq. ft. or more, in which case further analysis is needed. Complete Sections II.E.5 and II.E.6 of this form for each such building, then continue to II.E.7.*
- *If you checked "No" for the question applicable to the type of project, rainwater harvesting for indoor use may be feasible. Complete the Rainwater Harvesting Feasibility Worksheet, and then continue to II.E.7.*

II.E.7 Identify and Attach Additional Feasibility Analyses

¹³ Rainwater harvested for indoor use is typically used for toilet/urinal flushing, industrial processes, or other non-potable uses.

¹⁴ For a mixed-use project involving activities other than residential and commercial activities, follow the steps for residential/commercial mixed-use projects. Prorate the Potential Rainwater Capture Area for each activity based on the percentage of the project serving each activity.

If further analysis is conducted based on results in II.E.1, II.E.2, II.E.5, or II.E.6, indicate the analysis that is conducted and attach the applicable form or other documentation (check all that apply):

- Special Projects Worksheet (if required in II.E.1)
- Infiltration Feasibility Worksheet (if required in II.E.2)
- Rainwater Harvesting and Use Feasibility Worksheet (if required in II.E.5 or II.E.6), completed for:
 - The entire project
 - Individual building(s), if applicable, describe: _____
- Evaluation of the feasibility of harvesting and using the C.3.d amount of runoff for irrigation, based on Table 11 and the curves in Appendix F of the LID Feasibility Report (if required in II.E.5).
- Evaluation of the feasibility of harvesting and using the C.3.d amount of runoff for non-potable industrial use, based on the curves in Appendix F of the LID Feasibility Report (if required in II.E.6.d).

II.E.8 Finding of Infiltration Feasibility/Infeasibility

Infiltration of the C.3.d amount of runoff is infeasible if any of the following conditions apply (check all that apply):

- The “Yes” box was checked for Item II.E.2.
- Completion of the Infiltration Feasibility Worksheet resulted in a finding that infiltration of the C.3.d amount of runoff is infeasible.
 - *Based on the above evaluation, infiltration of the C.3.d amount of runoff is (check one):*
 - Infeasible Feasible

II.E.9 Finding of Rainwater Harvesting and Use Feasibility/Infeasibility

Harvesting and use of the C.3.d amount of runoff is infeasible if any of the following apply (check all that apply):

- The project will have a recycled water system for non-potable use (II.E.3).
- Only the “Yes” boxes were checked for Items II.E.5 and II.E.6.
- Completion of the Rainwater Harvesting and Use Feasibility Worksheet resulted in a finding that harvesting and use of the C.3.d amount of runoff is infeasible.
- Evaluation of the feasibility of harvesting and using the C.3.d amount of runoff for irrigation, based on Table 11 and the curves in Appendix F of the LID Feasibility Report, resulted in a finding of infeasibility.
- Evaluation of the feasibility of harvesting and using the C.3.d amount of runoff for non-potable industrial use, based on the curves in Appendix F of the LID Feasibility Report, resulted in a finding of infeasibility.
 - *Based on the above evaluation, harvesting and using the C.3.d amount of runoff is (check one):*
 - Infeasible Feasible

II.E.10. Use of Biotreatment

If findings of infeasibility are made in both II.E.8 (Infiltration) and II.E.9 (Rainwater Harvesting and Use), then the applicant may use appropriately designed bioretention facilities for compliance with C.3 treatment requirements.

- *Applicants using biotreatment are encouraged to maximize infiltration of stormwater if site conditions allow.*

Continue to Section II.F on the next page.

II.F. Stormwater Treatment Measures (Applies to C.3 Regulated Projects)

II.F.1 Check the applicable box and indicate the treatment measures to be included in the project.

Yes	No											
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Is the project a Special Project? If yes, consult with municipal staff about the need to prepare a discussion of the feasibility and infeasibility of 100% LID treatment. Indicate the type of non-LID treatment to be used, the hydraulic sizing method*, and percentage of the amount of runoff specified in Provision C.3.d that is treated:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Non-LID Treatment</th> <th style="text-align: left; border-bottom: 1px solid black;">Hydraulic sizing method</th> <th style="text-align: left; border-bottom: 1px solid black;">% of C.3.d amount of runoff treated</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Media filter</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Tree well filter</td> <td></td> <td></td> </tr> </tbody> </table>	Non-LID Treatment	Hydraulic sizing method	% of C.3.d amount of runoff treated	<input type="checkbox"/> Media filter			<input type="checkbox"/> Tree well filter			
Non-LID Treatment	Hydraulic sizing method	% of C.3.d amount of runoff treated										
<input type="checkbox"/> Media filter												
<input type="checkbox"/> Tree well filter												
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Is it infeasible to treat the C.3.d amount of runoff using either infiltration or rainwater harvesting/use (see II.E.8 and II.E.9)? If yes, indicate the biotreatment measures to be used, and the hydraulic sizing method:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Biotreatment Measures</th> <th style="text-align: left; border-bottom: 1px solid black;">Hydraulic sizing method</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> Bioretention area</td> <td style="text-align: center;">Flow-based</td> </tr> <tr> <td><input type="checkbox"/> Flow-through planter</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other (specify): _____</td> <td></td> </tr> </tbody> </table>	Biotreatment Measures	Hydraulic sizing method	<input checked="" type="checkbox"/> Bioretention area	Flow-based	<input type="checkbox"/> Flow-through planter		<input type="checkbox"/> Other (specify): _____			
Biotreatment Measures	Hydraulic sizing method											
<input checked="" type="checkbox"/> Bioretention area	Flow-based											
<input type="checkbox"/> Flow-through planter												
<input type="checkbox"/> Other (specify): _____												
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Is it feasible to treat the C.3.d amount of runoff using either infiltration or rainwater harvesting/use (see II.E.8 and II.E.9)? If yes, indicate the non-biotreatment LID measures to be used, and hydraulic sizing method:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">LID Treatment Measure (non-biotreatment)</th> <th style="text-align: left; border-bottom: 1px solid black;">Hydraulic sizing method</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Rainwater harvesting and use</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Bioinfiltration¹⁵</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Infiltration trench</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other (specify): _____</td> <td></td> </tr> </tbody> </table>	LID Treatment Measure (non-biotreatment)	Hydraulic sizing method	<input type="checkbox"/> Rainwater harvesting and use		<input type="checkbox"/> Bioinfiltration ¹⁵		<input type="checkbox"/> Infiltration trench		<input type="checkbox"/> Other (specify): _____	
LID Treatment Measure (non-biotreatment)	Hydraulic sizing method											
<input type="checkbox"/> Rainwater harvesting and use												
<input type="checkbox"/> Bioinfiltration ¹⁵												
<input type="checkbox"/> Infiltration trench												
<input type="checkbox"/> Other (specify): _____												

* **Hydraulic Sizing Method:** Indicate which of the following Provision C.3.d.i hydraulic sizing methods were used:

1. Volume based approaches – Refer to Provision C.3.d.i.(1):
 - 1(a) Urban Runoff Quality Management approach, or
 - 1(b) 80% capture approach (recommended volume-based approach).
2. Flow-based approaches – Refer to Provision C.3.d.i.(2):
 - 2(a) 10% of 50-year peak flow approach,
 - 2(b) Percentile rainfall intensity approach, or
 - 2(c) 0.2-Inch-per-hour intensity approach (this is recommended flow-based approach AND the basis for the 4% rule of thumb described in Section 5.1 of the C.3 Technical Guidance).
3. Combination hydraulic sizing approach -- Refer to Provision C.3.d.i.(3):

If a combination flow and volume design basis was used, indicate which flow-based and volume-based criteria were used.

II.G. Is the project a Hydromodification Management¹⁶ (HM) Project? (Complete this section for C.3 Regulated Projects)

- II.G.1 Does the project create and/or replace 1 acre (43,560 sq. ft.) or more of impervious surface? (Refer to Item I.B.1.)
- Yes. *Continue to Item II.G.2.*
- No. *The project is NOT required to incorporate HM measures. Skip to Item II.G.6 and check "No."*
- II.G.2 Is the total impervious area increased over the pre-project condition? (Refer to Item I.B.1.)
- Yes. *Continue to Item II.G.3.*
- No. *The project is NOT required to incorporate HM measures. Skip to Item II.G.6 and check "No."*

¹⁵ See Section 6.1 of the C.3 Technical Guidance for conditions in which bioretention areas provide bioinfiltration.

¹⁶ Hydromodification is the modification of a stream's hydrograph, caused in general by increases in flows and durations that result when land is developed (made more impervious). The effects of hydromodification include, but are not limited to, increased bed and bank erosion, loss of habitat, increased sediment transport and deposition, and increased flooding. Hydromodification management control measures are designed to reduce these effects.

- II.G.3 Is the site located in a tidally influenced/depositional area, or in the extreme eastern portion of the county that is not subject to HM requirements? (See HMP Susceptibility Map in Appendix I of the C.3 Technical Guidance.)
 Yes. Project is exempt from HM requirements. Attach map indicating project location. Skip to II.G.6 and check "No".
 No. Continue to II.G.4.
- II.G.4 Is the site located in a high slope zone or special consideration watershed, as shown on the HMP Susceptibility Map?
 Yes. Project is subject to HM requirements. Attach map indicating project location. Skip to II.G.6 and check "Yes."
 No. Continue to II.G.5.
- II.G.5 For sites located in a white area on the HMP Susceptibility Map, has an engineer or qualified environmental professional determined that runoff from the project flows only through a hardened channel or enclosed pipe along its entire length before emptying into a waterway in the exempt area?
 Yes. Project is exempt from HM requirements. Attach signed statement by qualified professional. Go to II.G.6 and check "No."
 No. Project is subject to HM requirements. Attach map indicating project location. Go to Item G.6 and check "Yes."
- II.G.6 Is the project a Hydromodification Management Project?
 Yes. The project is subject to HM requirements in Provision C.3.g of the Municipal Regional Stormwater Permit.
 No. The project is EXEMPT from HM requirements.
 HM requirements are impracticable. (Attach documentation needed to comply with the impracticability provision in MRP Attachment B.)
- If the project is subject to the HM requirements, incorporate in the project flow duration stormwater control measures designed such that post-project stormwater discharge rates and durations match pre-project discharge rates and durations. The Bay Area Hydrology Model (BAHM) has been developed to size flow duration controls. See www.bayareahydrology.com. Guidance is provided in Chapter 7 of the C.3 Technical Guidance.

II.H Stormwater Treatment Measure and/HM Control Owner or Operator's Information:

Name: _____
 Address: _____
 Phone: _____ Email: _____

➤ Applicant must call for inspection and receive inspection within 45 days of installation of treatment measures and/or hydromodification management controls.

Name of applicant completing the form: _____

Signature: _____ Date: _____

III. For Completion By Municipal Staff

III.1 Alternative Certification: Was the treatment system sizing and design reviewed by a qualified third-party professional that is not a member of the project team or agency staff?
 Yes No Name of Reviewer _____

III.2. Confirm Operations and Maintenance (O&M) Submittal:

The following questions apply to C.3 Regulated Projects and Hydromodification Management Projects.

	Yes	No	N/A
III.2.a Was maintenance plan submitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
III.2.b Was maintenance plan approved?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
III.2.c Was maintenance agreement submitted? (Date executed: _____)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➤ Attach the executed maintenance agreement as an appendix to this checklist.

III.3 Incorporate HM Controls (if required)

Are the applicable items for HM compliance included in the plan submittal?

Yes	No	NA	Documentation for HM Compliance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Site plans with pre- and post-project impervious surface areas, surface flow directions of entire site, locations of flow duration controls and site design measures per HM site design requirement
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Soils report or other site-specific document showing soil types at all parts of site
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If project uses the Bay Area Hydrology Model (BAHM), a list of model inputs.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If project uses custom modeling, a summary of the modeling calculations with corresponding graph showing curve matching (existing, post-project, and post-project with HM controls curves), goodness of fit, and (allowable) low flow rate.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If project uses the Impracticability Provision, a listing of all applicable costs and a brief description of the alternative HM project (name, location, date of start up, entity responsible for maintenance).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If the project uses alternatives to the default BAHM approach or settings, a written description and rationale.

➤ *Municipal staff: Refer to the "Flow Duration Control Review Worksheet for HM Submittals" to review the documentation submitted for HM compliance.*

III.4 Annual Operations and Maintenance (O&M) Submittals:

For C.3 Regulated Projects and Hydromodification Management Projects, indicate the dates on which the Applicant submitted annual reports for project O&M: _____

III.5 Comments:

III.6 Notes:

Section I Notes: _____
 Section II Notes: _____
 Section III Notes: _____

III.7 Project Close-Out:

YES NO N/A

- III.7.a Were final Conditions of Approval met? YES NO N/A
- III.7.b Was initial inspection of the completed treatment/HM measure(s) conducted?
(Date of inspection: _____) YES NO N/A
- III.7.c Was maintenance plan submitted?
(Date executed: _____) YES NO N/A
- III.7.d Was project information provided to staff responsible for O&M verification inspections?
(Date provided to inspection staff: _____) YES NO N/A

Name of staff confirming project is closed out: _____

Signature: _____ Date: _____

Name of O&M staff receiving information: _____

Signature: _____ Date: _____

Appendices

- Appendix A: O&M Agreement
- Appendix B: O&M Annual Report Form

G.2 - Hydraulics Calculations

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Hydrology and Hydraulic Calculations

For

Existing Offsite Drainage & Proposed Storm Drain Bypass

Tract 8522
Merritt Property
City of Pleasanton, California

Prepared by:



4690 Chabot Drive, Suite 200
Pleasanton, CA 94588
(925) 227-9100

July 2023

RECEIVED

08/03/2023

PUD-147, P22-1089, Trac

CITY OF PLEASANTON
PLANNING DIVISION

EXHIBIT B

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II. HYDROLOGY.....	1
1. EXISTING HYDROLOGY.....	1
2. PROPOSED HYDROLOGY.....	1
3. METHODOLOGY.....	1
III. CONCLUSION.....	2

Appendix

Appendix A – Existing Peak Flow Calculations

- Existing Offsite DMA #1, 15 Year Storm
- Existing Offsite DMA #1, 100 Year Storm
- Existing Offsite DMA #2, 15 Year Storm
- Existing Offsite DMA #2, 100 Year Storm

Appendix B – Existing Offsite Drainage Exhibit

Appendix C – Preliminary Utility Plan

Appendix D – Proposed Storm Drain Bypass

- Proposed 24-Inch Bypass
- Proposed 36-Inch Bypass
- Proposed 48-Inch Bypass

I. INTRODUCTION

1. Site Description

The project site is approximately 46.4 acres and is located off Foothill Road in Pleasanton, California, between Equus Court and Puri Court, west of Interstate 680. The site currently consists of four parcels, owned by Merritt Trust, Merritt Farms Inc., and Foothill Holding Company, LLC.

The project site consists of two residences and an abandoned walnut orchard; the residence located on the Merritt Trust parcel will remain.

II. Hydrology

1. Existing Hydrology

The project site has two primary run-on tributaries, identified as Existing Offsite DMA #1 and Existing Offsite DMA #2, located westerly of Foothill Road, as shown in the Existing Offsite Drainage Exhibit (see *Appendix B*). These two drainage areas run onto the site at concentrated outfalls, identified as Existing Outfall #1 and Existing Outfall #2.

2. Proposed Hydrology

The proposed development intends to redirect the run-on flows from Existing Outfall #1 through the site via a proposed 24-inch storm drain bypass, with a minimum slope of 1.25 percent, and to redirect the run-on flows from Existing Outfall #2 through the site via a proposed 36-inch storm drain bypass, with a minimum slope of 2.75 percent. The two storm drain bypass systems are shown per the Preliminary Utility Plan (see *Appendix C*). Upon convergence of the two storm drain bypass systems, a proposed 48-inch storm drain bypass, with minimum slope of 1.00 percent, will continue to carry the combined flows to the existing storm drain structure and thus exit the site.

3. Methodology

The total area of the existing offsite run-on areas is approximately 128.6 acres. Per the Alameda County Hydrology & Hydraulics Manual, because the watershed is less than 320 acres, the District's Rational Method shall be used to calculate the existing run-on flow for both the 15-year and 100-year events. See Existing Peak Flow Calculations in *Appendix A*.

The existing 15-year peak discharge flows were then modeled in the proposed onsite bypass storm drain system at the critical locations, identified as pipes with the flattest slopes. Refer to the proposed storm drain bypass pipe capacity calculations shown in *Appendix D*.

III. **Conclusion**

In accordance with the Alameda County Hydrology & Hydraulics Manual, the proposed storm drain bypass facilities ensure adequate conveyance of the existing storm run-on to the project site.

APPENDIX A

Existing Peak Flow Calculations

Merritt Property
Hydrology Study
Existing Peak Flow Calculations

7/13/2023
Job No. 171057

Rational Method

Source: Alameda County Hydrology & Hydraulics Manual, 2018

Watershed is less than 320 acres, therefore, Use District Rational Method

Design Storm = 15 Year Storm

$$Q = C' * I(15) * A$$

Watershed Area - Existing Offsite DMA #1

A = 20.5 acres
Tributary area West of Foothill Rd

Time of Concentration

Existing Condition

$$\text{Initial Tc} + \text{Tc (overland)} + \text{Tc (swale)} + \text{Tc (pipe)} = L / (60 * V)$$

Initial Tc (wetting time)= 5 min

Overland or shallow flow

L = 1063 ft
Slope = 25% (average)
V = 3.5 fps
Tc (overland)= 5.1 min

Swale or concentrated flow

L= 726 ft
Slope = 33% (average)
V= 5.5 fps
Tc (swale)= 2.2 min

Pipe or conduit flow

L = 180.0 ft
Slope = 13%
Tc (pipe) = 0.2 min

Tc (existing condition) = **12.5 min**

Merritt Property
Hydrology Study
Existing Peak Flow Calculations

7/13/2023
Job No. 171057

Rainfall Intensity

Mean Annual Precipitation = 22 inches

Rainfall Intensity from Attachment 7

Existing Condition

I (15) = 2.415 inches/hour

Runoff Coefficient

$$C' = C + C_s + C_i$$

Existing Condition

Undeveloped land 20.5 ac
C = 0.20

Average Ground Slope = 25%
C_s = 0.17
C_i = 0.10

C' = 0.47

Design Peak Flow at Existing Outfall #1

$$Q = C' * I(15) * A$$

Existing Condition

Q = 23.5 CFS

Merritt Property
Hydrology Study
Existing Peak Flow Calculations

7/13/2023
Job No. 171057

Rational Method

Source: Alameda County Hydrology & Hydraulics Manual, 2018

Watershed is less than 320 acres, therefore, Use District Rational Method
Design Storm = 100 Year Storm

$$Q = C' * I(100) * A$$

Watershed Area - Existing Offsite DMA #1

A = 20.5 acres
Tributary area West of Foothill Rd

Time of Concentration

Existing Condition

$$\text{Initial Tc} + \text{Tc (overland)} + \text{Tc (swale)} + \text{Tc (pipe)} = L / (60 * V)$$

Initial Tc (wetting time)= 5 min

Overland or shallow flow

L = 1063 ft
Slope = 25%
V = 3.5 fps
Initial Tc (wetting time)= 5.1 min

Swale or concentrated flow

L = 726 ft
Slope = 33%
V = 5.5 fps
Tc (swale)= 2.2 min

Pipe or conduit flow

L = 180.0 ft
Slope = 13%
Tc (pipe) = 0.2 min

Tc (existing condition) = **12.5 min**

Rainfall Intensity

Mean Annual Precipitation = **22 inches**

Rainfall Intensity from Attachment 7

Existing Condition

I (100) = 3.295 inches/hour

Merritt Property
Hydrology Study
Existing Peak Flow Calculations

7/13/2023
Job No. 171057

Runoff Coefficient

$$C' = C + C_s + C_i$$

Existing Condition

Undeveloped land 20.5 ac
C = 0.20

Average Ground Slope = 25%
C_s = 0.17
C_i = 0.14

$$C' = \quad \mathbf{0.51}$$

Design Peak Flow at Existing Outfall #1

$$Q = C' * I(100) * A$$

Existing Condition

$$Q = \quad \mathbf{34.6 \text{ CFS}}$$

Merritt Property
Hydrology Study
Existing Peak Flow Calculations

7/13/2023
Job No. 171057

Rational Method

Source: Alameda County Hydrology & Hydraulics Manual, 2018

Watershed is less than 320 acres, therefore, Use District Rational Method
Design Storm = 15 Year Storm

$$Q = C' * I(15) * A$$

Watershed Area - Existing Offsite DMA #2

A = 108.1 acres
104.2 acre hillside, 3.9 Acre Puri Ct

Time of Concentration

Existing Condition

$$\text{Initial Tc} + \text{Tc(overland)} + \text{Tc(swale)} + \text{Tc(pipe)} = L / (60 * V)$$

Initial Tc (wetting time)= 5 min

Overland or shallow flow

L = 1591 ft
Slope = 30%
V = 3.75 fps
Tc (overland)= 7.1 min

Swale or concentrated flow

L= 2205 ft
Slope = 33%
V= 5.25 fps
Tc (swale)= 7.0 min

Existing Pipe in Puri Ct or conduit flow

L = 670.0 ft
Slope = 8%
Tc (pipe) = 0.5 min

Tc (existing condition) = **19.6** min

Merritt Property
Hydrology Study
Existing Peak Flow Calculations

7/13/2023
Job No. 171057

Rainfall Intensity

Mean Annual Precipitation = 22 inches

Rainfall Intensity from Attachment 7

Existing Condition

I (15) = 1.870 inches/hour

Runoff Coefficient

$$C' = C + C_s + C_i$$

Existing Condition

Undeveloped Land

C = 0.20

Average Ground Slope = 33%

C_s = 0.21

C_i = 0.07

Puri Ct

C = 0.40

Average Ground Slope = 25%

C_s = 0.11

C_i = 0.00

C' = 0.50

Design Peak Flow at Existing Outfall #2

$$Q = C' * I(15) * A$$

Existing Condition

Q = 100.4 CFS

Merritt Property
Hydrology Study
Existing Peak Flow Calculations

7/13/2023
Job No. 171057

Rational Method

Source: Alameda County Hydrology & Hydraulics Manual, 2018

Watershed is less than 320 acres, therefore, Use Rational Method

Design Storm = 100 Year Storm

$$Q = C' * I(100) * A$$

Watershed Area - Existing Offsite DMA #2

A = 108.1 acres
104.2 acre hillside, 3.9 Acre Puri Ct

Time of Concentration

Existing Condition

Initial Tc + Tc (overland) + Tc (swale) + Tc (pipe) = L / (60*V)

Initial Tc (wetting time)= 5 min

Overland or shallow flow

L = 1591 ft
Slope = 30%
V = 3.75 fps
Tc (overland)= 7.1 min

Swale or concentrated flow

L= 2205 ft
Slope = 33%
V= 5.25 fps
Tc (swale)= 7.0 min

Existing Pipe in Puri Ct or conduit flow

L= 670 ft
Slope = 8%
Tc (pipe)= 0.5 min

Tc (existing condition) = **19.6** min

Merritt Property
Hydrology Study
Existing Peak Flow Calculations

7/13/2023
Job No. 171057

Rainfall Intensity

Mean Annual Precipitation = 22 inches

Rainfall Intensity from Attachment 7

Existing Condition

I (100) = 2.552 inches/hour

Runoff Coefficient

$$C' = C + C_s + C_i$$

Existing Condition

Undeveloped Land

C = 0.20

Average Ground Slope = 33%

C_s = 0.21

C_i = 0.10

Puri Ct

C = 0.40

Average Ground Slope = 25%

C_s = 0.11

C_i = 0.00

C' = 0.51

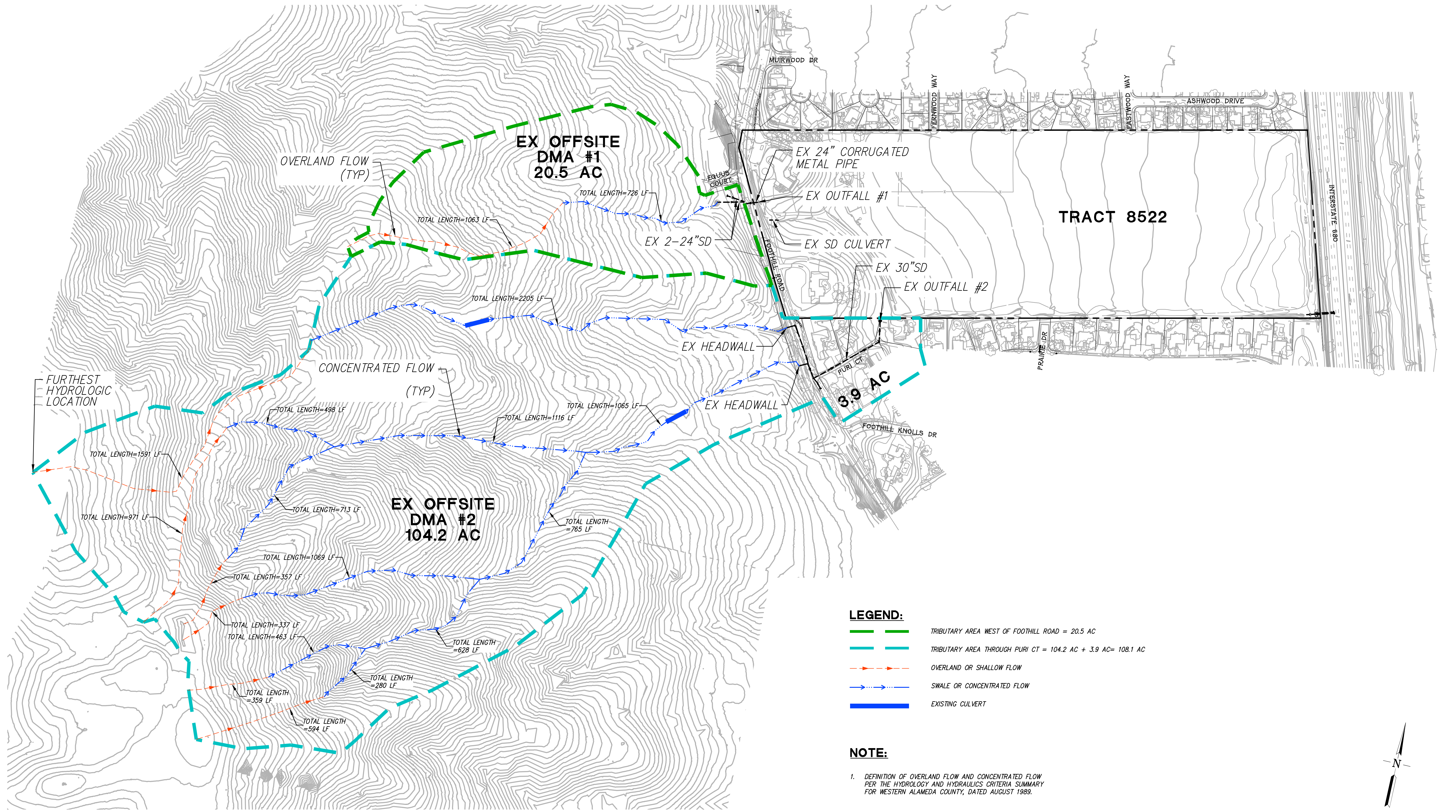
Design Peak Flow at Existing Outfall #2

$$Q = C' * I(100) * A$$

Existing Condition

Q = 141.5 CFS

APPENDIX B

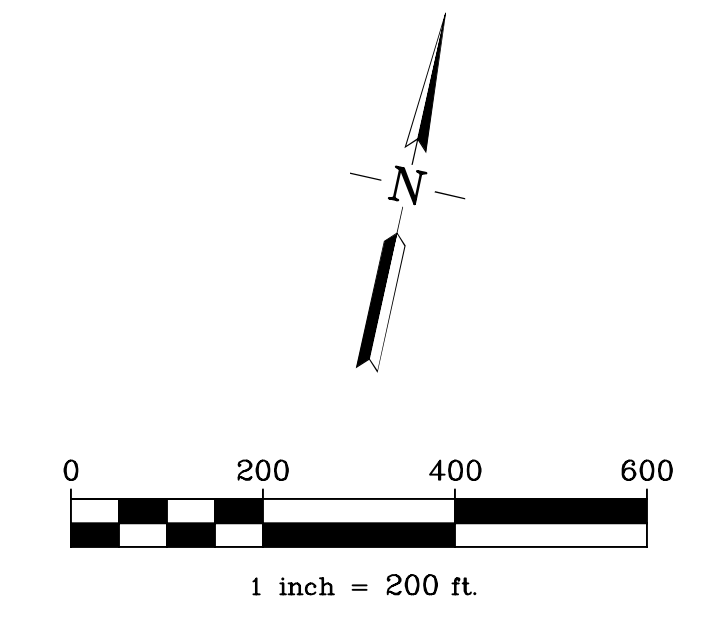


LEGEND:

	TRIBUTARY AREA WEST OF FOOTHILL ROAD = 20.5 AC
	TRIBUTARY AREA THROUGH PURI CT = 104.2 AC + 3.9 AC= 108.1 AC
	OVERLAND OR SHALLOW FLOW
	SWALE OR CONCENTRATED FLOW
	EXISTING CULVERT

NOTE:

1. DEFINITION OF OVERLAND FLOW AND CONCENTRATED FLOW PER THE HYDROLOGY AND HYDRAULICS CRITERIA SUMMARY FOR WESTERN ALAMEDA COUNTY, DATED AUGUST 1989.

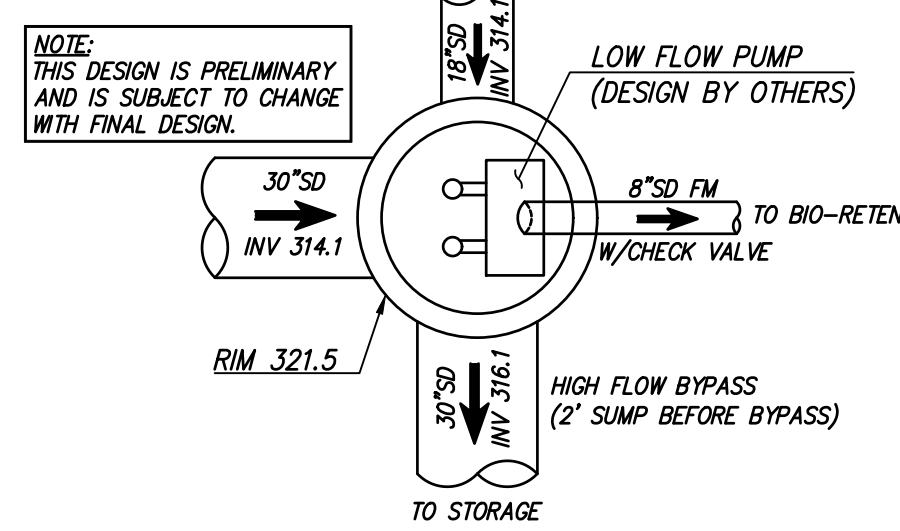
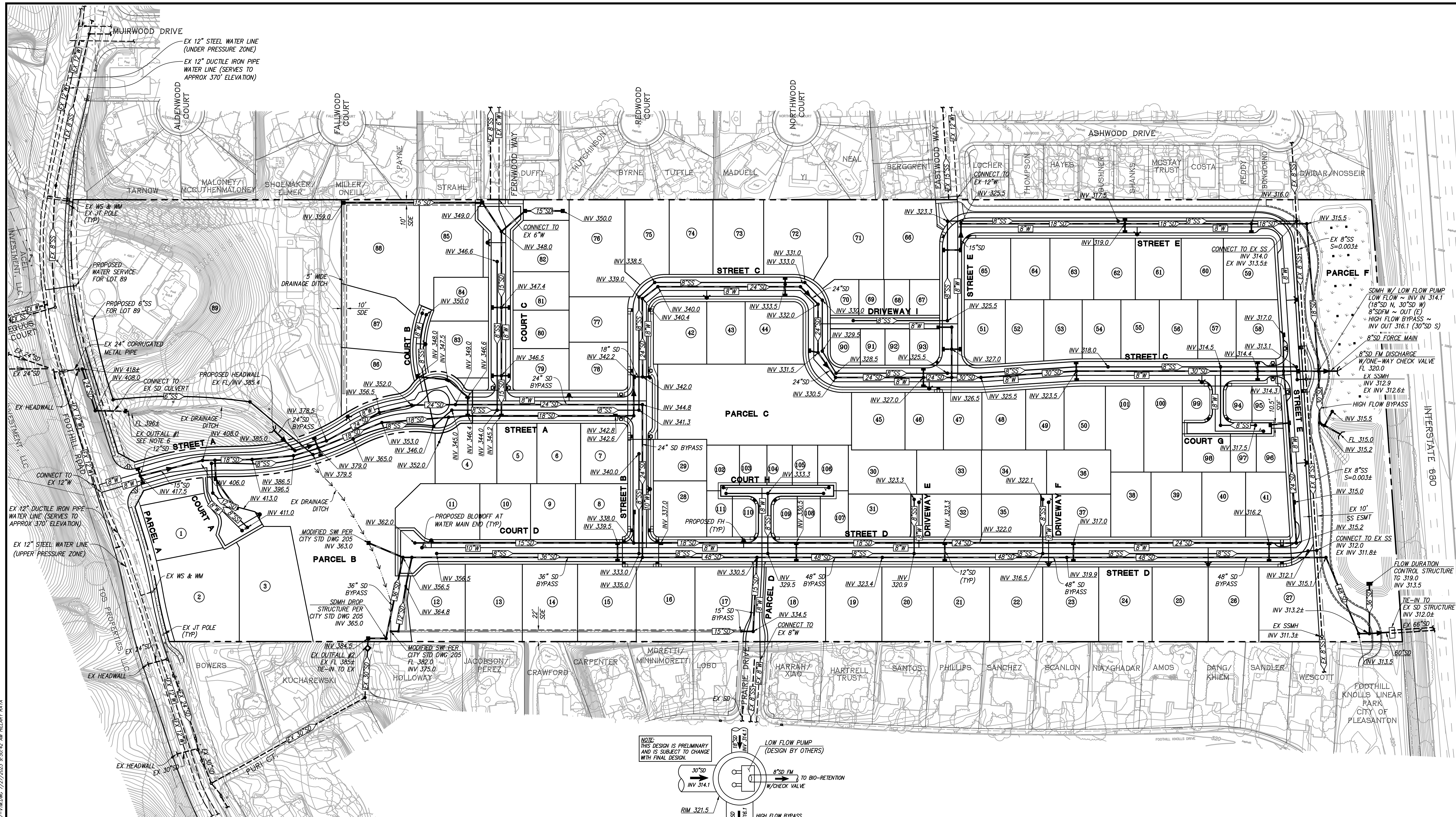


EXISTING OFFSITE DRAINAGE EXHIBIT MERRITT PROPERTY

CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300

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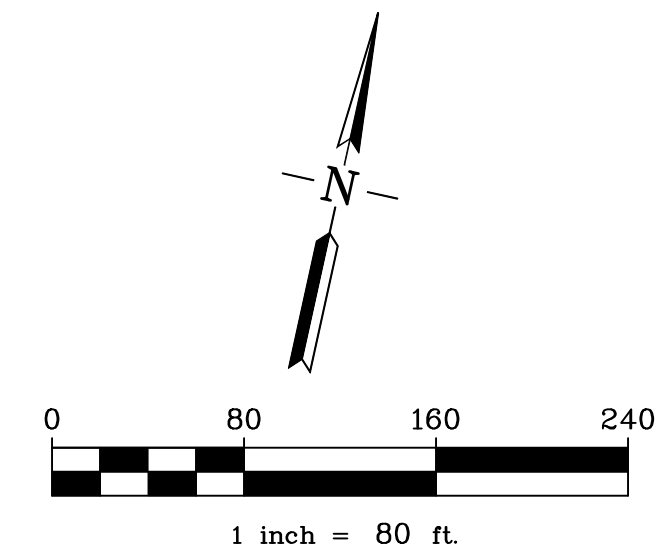


**PRELIMINARY SDMH
WITH LOW FLOW PUMP DETAIL**
NOT TO SCALE

- UTILITY NOTES:**
1. MINIMUM SLOPE FOR PROPOSED SEWER IS S=0.0030, PER CITY OF PLEASANTON SPECIFICATIONS.
 2. OFF-SITE STORM DRAIN RUN-ON FROM PURI COURT AND FOOTHILL ROAD SHALL BE CONVEYED THROUGH THE SITE IN A SEPARATE STORM DRAIN BYPASS SYSTEM, SHOWN HEREIN ON STREETS A, B, D, AND COURT D.
 3. ON-SITE WATER AND SEWER SYSTEMS AND FACILITIES SHALL BE PUBLICLY OWNED AND MAINTAINED.
 4. ON-SITE STORM DRAIN SYSTEM AND FACILITIES SHALL BE PRIVATELY OWNED AND MAINTAINED, WITH THE EXCEPTION OF THE BYPASS STORM DRAIN CARRYING OFFSITE RUN-ON FROM FOOTHILL ROAD AND PURI COURT, AS DESCRIBED IN NOTE 2. THE AFOREMENTIONED BYPASS STORM DRAIN SHALL BE PUBLICLY MAINTAINED.
 5. LOTS 1, 2, 3, 11, AND 12 SHALL HAVE BOOSTER PUMPS INSTALLED IN ORDER TO ACHIEVE MINIMUM WATER PRESSURE DURING PEAK HOUR DEMANDS.
 6. THE PROPOSED 24-INCH STORM DRAIN ON LOT 89 SHALL BE FITTED WITH AN ENERGY DISSIPATER SUCH AS RIP-RAP APRON, OR APPROVED EQUIVALENT AT DISCHARGE POINT.

7. THE EXISTING WATER AND SEWER SERVICES FOR THE MERRITT PROPERTY SHALL BE REMOVED AND REPLACED AS PART OF THE PROPOSED DEVELOPMENT.
8. EXISTING MERRITT PROPERTY SEWER SYSTEM SHALL BE ABANDONED IN-PLACE IN ACCORDANCE WITH CITY AND ALAMEDA COUNTY HEALTH STANDARDS AND ANY EXISTING SEPTIC TANK(S) SHALL BE REMOVED PER CITY AND ALAMEDA COUNTY HEALTH STANDARDS (ORDINANCE 15.18.07.0C). REMOVAL OF EXISTING SERVICES AND THE INSTALLATION OF NEW SEWER SERVICE SHALL BE PERFORMED IN SUCH A MANNER AS TO NOT CAUSE INTERRUPTION OF SERVICE TO EXISTING RESIDENCES.
9. ALL EXISTING ONSITE OVERHEAD JOINT TRENCH AND EXISTING JOINT TRENCH ALONG PROJECT FRONTAGE SHALL BE REMOVED AND UNDERGROUNDED PER SEPARATE JOINT TRENCH PLANS, BY OTHERS. ALL EXISTING JOINT TRENCH SERVICES TO EXISTING RESIDENCES/STRUCTURES NOTED AS TO REMAIN SHALL BE RELOCATED WITHOUT INTERRUPTION OF SERVICE PER JOINT TRENCH PLANS, BY OTHERS.
10. SEE DETAIL FOR PRELIMINARY FLOW DURATION CONTROL STRUCTURE ON SHEET TM5.0.

PRELIMINARY UTILITY PLAN
TRACT 8522 - MERRITT PROPERTY
CITY OF PLEASANTON, ALAMEDA COUNTY, CALIFORNIA



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ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

DATE: JULY 27, 2023	SHEET NO.
JOB NO.: 171057	TM3.0
	SHEET 3 OF 7

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APPENDIX D

Proposed Storm Drain Bypass

Channel Report

Proposed 24 Inch Bypass

Circular

Diameter (ft) = 2.00

Invert Elev (ft) = 385.40

Slope (%) = 1.25

N-Value = 0.015

Calculations

Compute by: Known Q

Known Q (cfs) = 23.50

Highlighted

Depth (ft) = 1.84

Q (cfs) = 23.50

Area (sqft) = 3.02

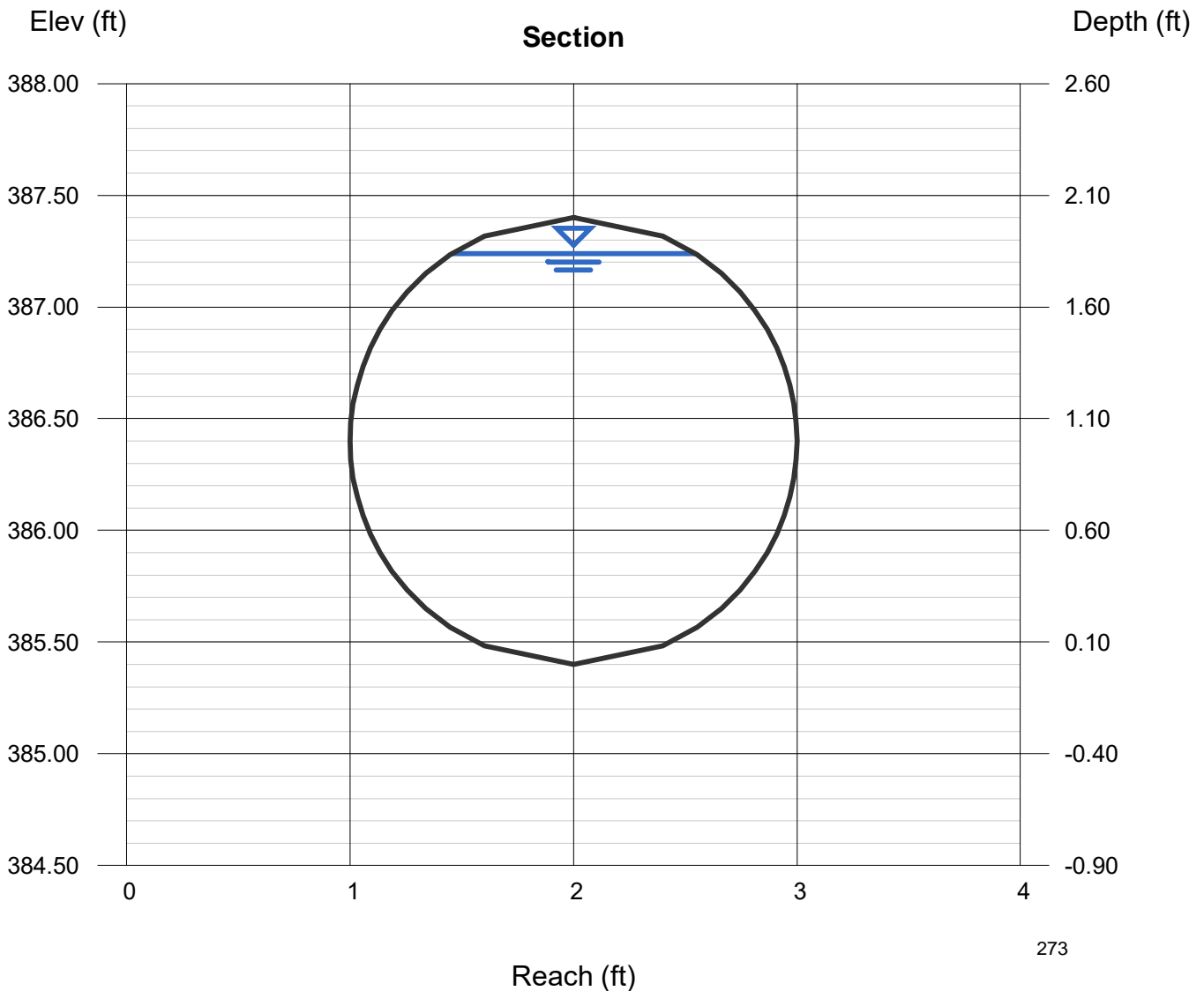
Velocity (ft/s) = 7.77

Wetted Perim (ft) = 5.14

Crit Depth, Y_c (ft) = 1.73

Top Width (ft) = 1.08

EGL (ft) = 2.78



Channel Report

Proposed 36 Inch Bypass

Circular

Diameter (ft) = 3.00

Invert Elev (ft) = 365.00

Slope (%) = 2.75

N-Value = 0.015

Calculations

Compute by: Known Q

Known Q (cfs) = 100.40

Highlighted

Depth (ft) = 2.62

Q (cfs) = 100.40

Area (sqft) = 6.55

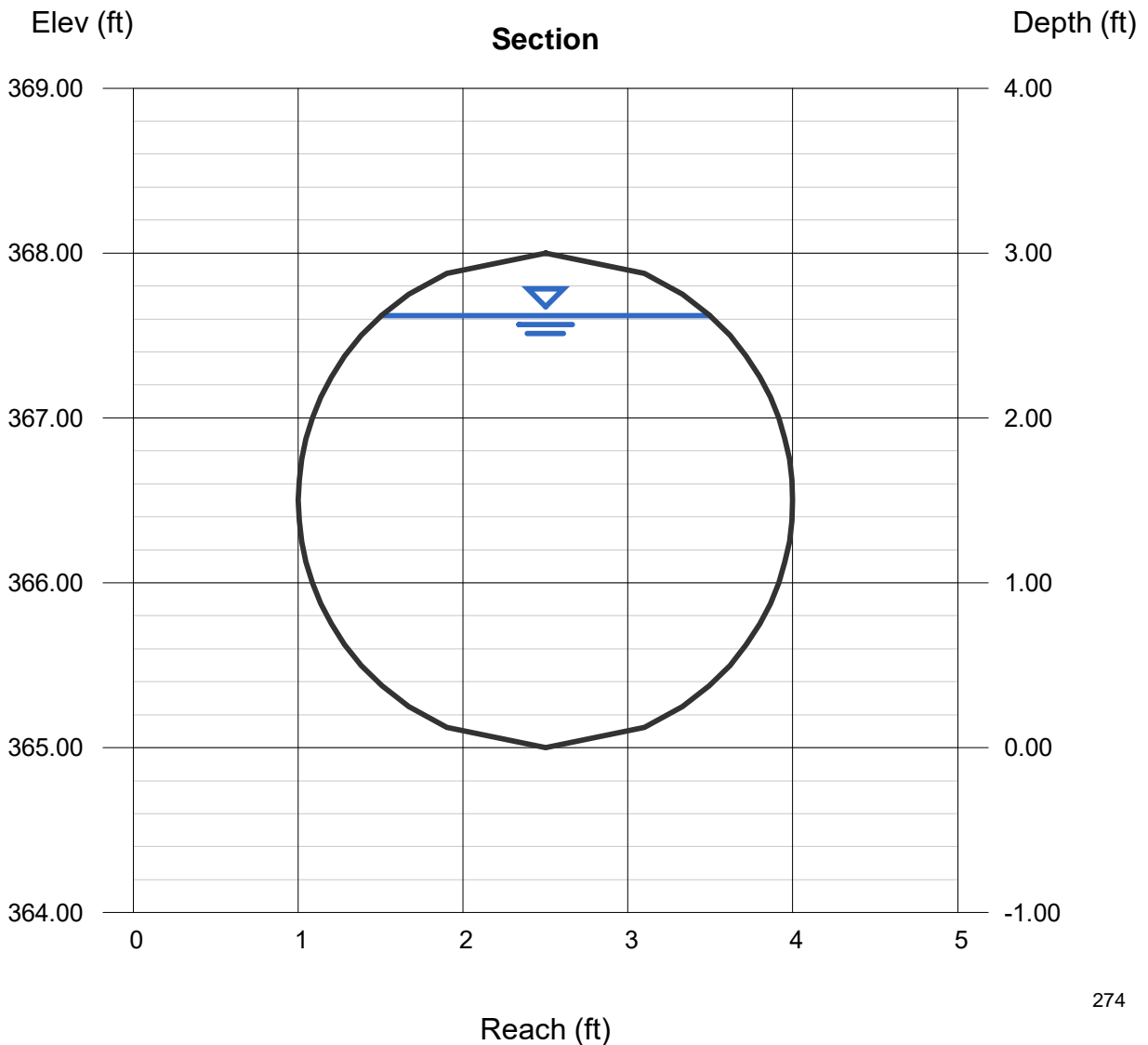
Velocity (ft/s) = 15.33

Wetted Perim (ft) = 7.25

Crit Depth, Y_c (ft) = 2.90

Top Width (ft) = 1.99

EGL (ft) = 6.27



Channel Report

Proposed 48 Inch Bypass

Circular

Diameter (ft) = 4.00

Invert Elev (ft) = 334.50

Slope (%) = 1.00

N-Value = 0.015

Calculations

Compute by: Known Q

Known Q (cfs) = 123.90

Highlighted

Depth (ft) = 3.26

Q (cfs) = 123.90

Area (sqft) = 10.98

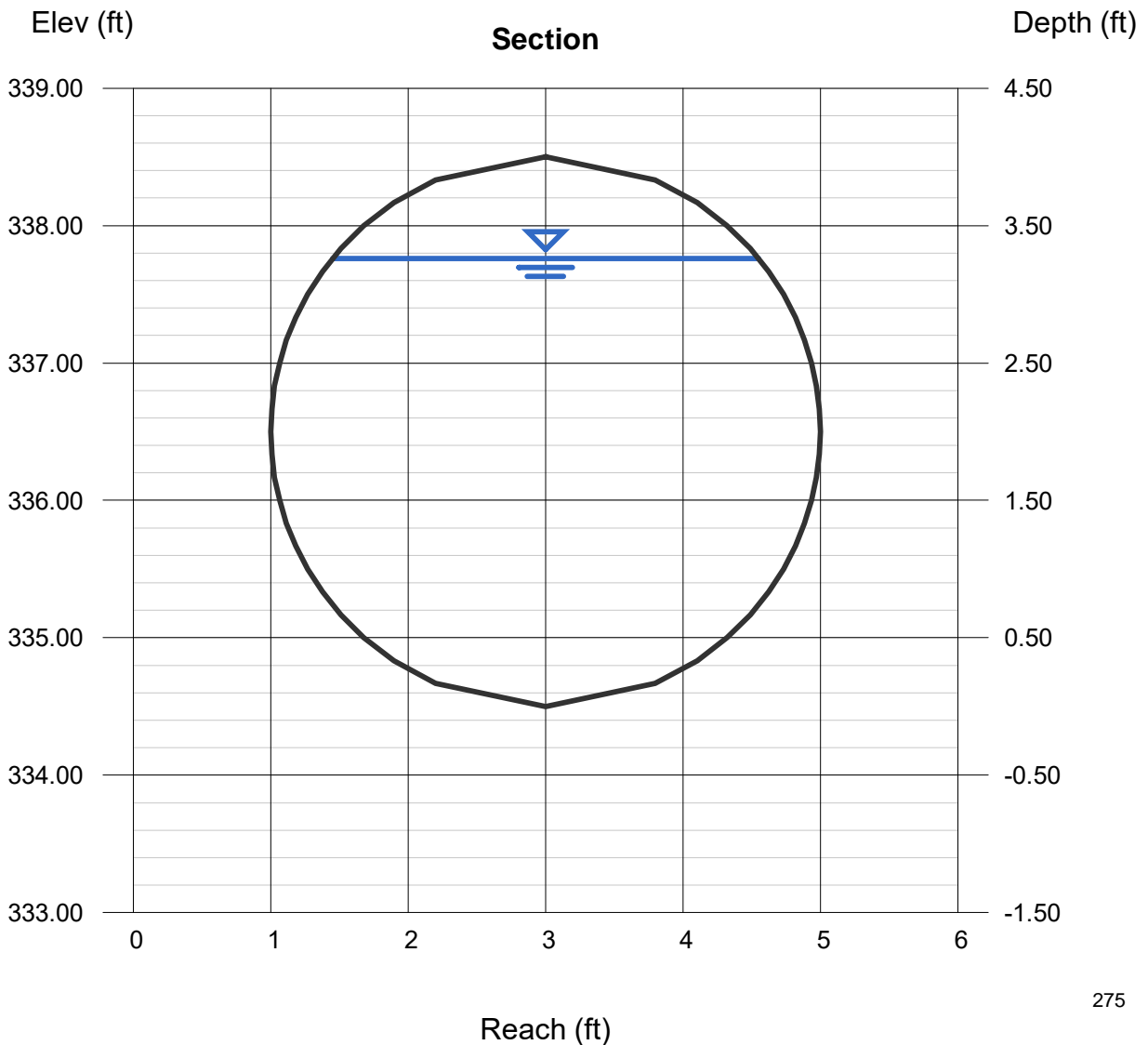
Velocity (ft/s) = 11.28

Wetted Perim (ft) = 9.02

Crit Depth, Y_c (ft) = 3.35

Top Width (ft) = 3.10

EGL (ft) = 5.24



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**Appendix H:
Noise Supporting Information**

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Environmental Noise & Vibration Assessment

Merritt Property Residential Development

Pleasanton, California

BAC Job # 2019-128

RECEIVED

12/27/2022

PUD-147, P22-1089, Trac

CITY OF PLEASANTON
PLANNING DIVISION

EXHIBIT B

Prepared For:

Foothill Boulevard Holding Company, LLC.

Attn: Mr. Jim Summers
11555 Dublin Boulevard
Dublin, CA 94568

Prepared By:

Bollard Acoustical Consultants, Inc.



Jonathan Lopez
Senior Consultant

August 2, 2019



CEQA Checklist

NOISE AND VIBRATION – Would the Project Result in:	NA – Not Applicable	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generation of substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards?			X		
b) Generation of excessive groundborne vibration or groundborne noise levels?				X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?					X

Introduction

The Merritt Property Residential Development project proposes the development of 111 single-family residential lots located at 4141 Foothill Road in Pleasanton, California. Existing land uses in the immediate project vicinity consist of single-family residential land uses adjacent to the north and south, single-family residential land uses to the west across Foothill Road, and Interstate 680 (I-680) to the east. The project site area and site plan are shown on Figures 1 and 2, respectively.

Due to the proximity of the proposed development to adjacent existing residential uses, and the potential for elevated traffic noise levels at the project site, the City of Pleasanton has requested an environmental noise and vibration assessment to ensure that the applicable noise and vibration standards are satisfied. In response to this request, the Foothill Boulevard Holding Company, LLC has retained Bollard Acoustical Consultants, Inc. (BAC) to prepare this noise and vibration assessment. Specifically, this assessment focuses on the quantification of off-site traffic noise generation, and project-generated construction noise and vibration levels.

Noise and Vibration Fundamentals

Noise

Noise is often described as unwanted sound. Sound is defined as any pressure variation in air that the human ear can detect. If the pressure variations occur frequently enough (at least 20 times per second), they can be heard and are designated as sound. The number of pressure variations per second is called the frequency of sound and is expressed as cycles per second, or Hertz (Hz). Definitions of acoustical terminology are provided in Appendix A.

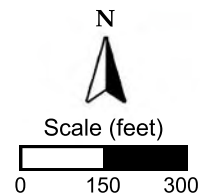
Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale uses the hearing threshold (20 micropascals of pressure) as a point of reference, defined as 0 dB. Other sound pressures are then compared to the reference pressure, and the logarithm is taken to keep the numbers in a practical range. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB. Another useful aspect of the decibel scale is that changes in decibel levels correspond closely to human perception of relative loudness.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable and can be approximated by filtering the frequency response of a sound level meter by means of the standardized A-weighting network. There is a strong correlation between A-weighted sound levels (expressed as dBA) and community response to noise. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. All noise levels reported in this report are in terms of A-weighted levels.



Legend

-  Project Border (Approximate)
-  Long-Term Noise Level and Short-Term Vibration Level Measurement Location

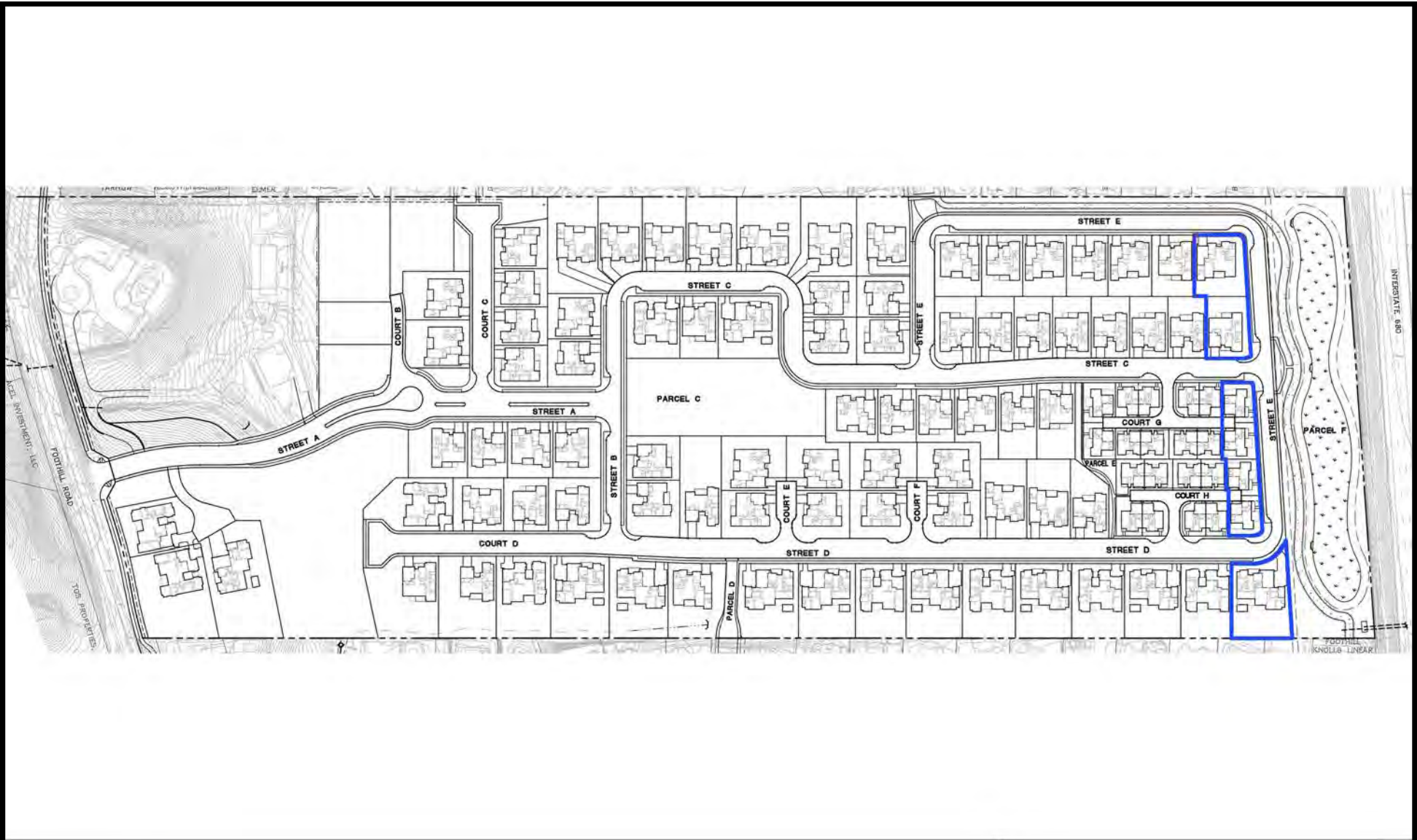


Merritt Property
Pleasanton, California


Project Area

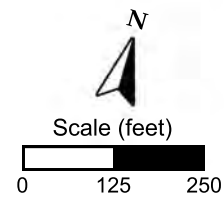
Figure 1





Legend

 Lots Requiring Upper-Floor STC 32 Window Assemblies



Merritt Property
Pleasanton, California

Site Plan and Recommended
Interior Noise Mitigation Locations

Figure 2



Community noise is commonly described in terms of the ambient noise level, which is defined as the all-encompassing noise level associated with a given noise environment. A common statistical tool to measure the ambient noise level is the average, or equivalent, sound level (L_{eq}). The L_{eq} is the foundation of the day/night average noise descriptor, L_{dn} , and shows very good correlation with community response to noise. The day/night average sound level (L_{dn}) is based on the average noise level over a 24-hour day, with a +10 decibel weighting applied to noise occurring during nighttime (10:00 PM to 7:00 AM) hours. The nighttime penalty is based on the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because L_{dn} represents a 24-hour average, it tends to disguise short-term variations in the noise environment. For this reason, the City of Pleasanton utilizes performance standards for non-transportation noise sources. Specifically, performance standards in terms of instantaneous maximum levels (L_{max}) are primarily used to assess noise generated on the project site.

Vibration

Vibration is like noise in that it involves a source, a transmission path, and a receiver. While vibration is related to noise, it differs in that noise is generally considered to be pressure waves transmitted through air, while vibration is usually associated with transmission through the ground or structures. As with noise, vibration consists of an amplitude and frequency. A person's response to vibration will depend on their individual sensitivity as well as the amplitude and frequency of the source.

Vibration can be described in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration in terms of velocity in inches per second peak particle velocity (IPS, PPV) or root-mean-square (VdB, RMS). Standards pertaining to perception as well as damage to structures have been developed for vibration in terms of peak particle velocity as well as RMS velocities.

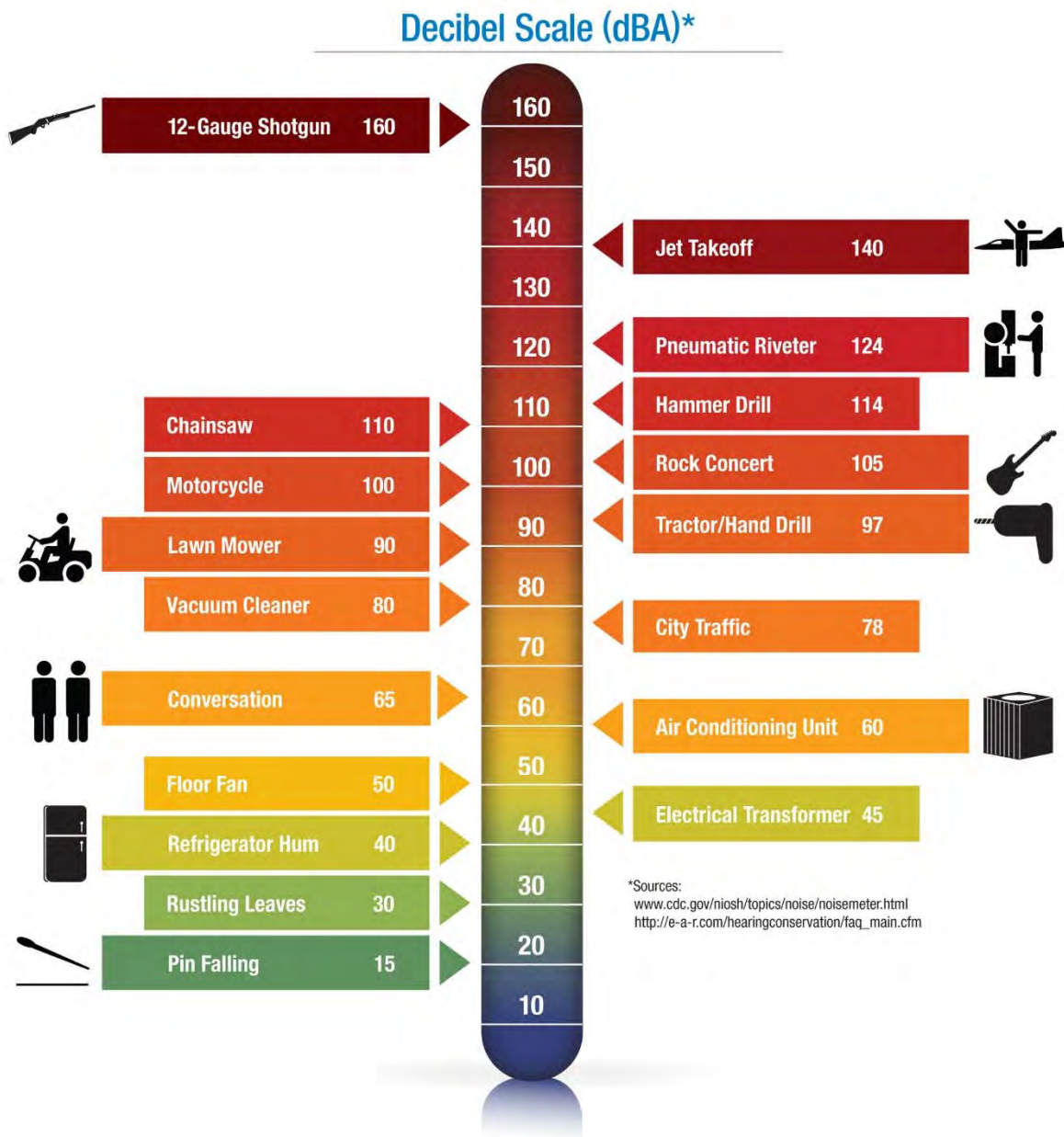
As vibrations travel outward from the source, they excite the particles of rock and soil through which they pass and cause them to oscillate. Differences in subsurface geologic conditions and distance from the source of vibration will result in different vibration levels characterized by different frequencies and intensities. In all cases, vibration amplitudes will decrease with increasing distance. The maximum rate, or velocity of particle movement, is the commonly accepted descriptor of the vibration "strength".

Human response to vibration is difficult to quantify. Vibration can be felt or heard well below the levels that produce any damage to structures. The duration of the event has an effect on human response, as does frequency. Generally, as the duration and vibration frequency increase, the potential for adverse human response increases.

According to the Transportation and Construction-Induced Vibration Guidance Manual (Caltrans, June 2004), operation of construction equipment and construction techniques generate ground vibration. Traffic traveling on roadways can also be a source of such vibration. At high enough amplitudes, ground vibration has the potential to damage structures and/or cause cosmetic damage. Ground vibration can also be a source of annoyance to individuals who live or work

close to vibration-generating activities. However, traffic, rarely generates vibration amplitudes high enough to cause structural or cosmetic damage.

**Figure 3
Noise Levels Associated with Common Noise Sources**



Environmental Setting - Existing Ambient Noise and Vibration Environment

Noise Sensitive Land Uses in the Project Vicinity

Noise-sensitive land uses are generally defined as locations where people reside or where the presence of unwanted sound could adversely affect the primary intended use of the land. Places where people live, sleep, recreate, worship, and study are generally considered to be sensitive to noise because intrusive noise can be disruptive to these activities.

The noise-sensitive land uses which would potentially be affected by the project consist primarily of residential uses. Specifically, single-family residential land uses are located to the north and south, immediately adjacent to the project site. The surrounding land uses are shown on Figure 1.

Existing Traffic Noise Levels along Project Area Roadway Network

The FHWA Traffic Noise Model (FHWA-RD-77-108) was used to develop existing noise contours expressed in terms of L_{dn} for major roadways within the project study area. The FHWA model predicts hourly L_{eq} values for free-flowing traffic conditions. Estimates of the hourly distribution of traffic for a typical 24-hour period were used to develop L_{dn} values from L_{eq} values.

Traffic data in the form of AM and PM peak hour movements for existing conditions on Foothill Road were obtained from the transportation assessment completed by Fehr and Peers (January 24, 2019). According to that assessment, the proposed project would generate less than 100 peak hour vehicle trips and the preparation of a full transportation impact assessment to meet the requirements of the Alameda County Transportation Commission was not required. Average daily traffic (ADT) volumes on Foothill Road were conservatively estimated by applying a factor of 10 to AM peak hour conditions. Existing ADT volumes for Interstate 680 were obtained from published Caltrans traffic counts (2017). Using these data and the FHWA model, traffic noise levels were calculated. The traffic noise level at 100 feet from the roadway centerline and distances from the centerlines of selected roadways to the 60 dB, 65 dB, and 70 dB L_{dn} contours are summarized in Table 1.

In many cases, the actual distances to noise level contours may vary from the distances predicted by the FHWA model. Factors such as roadway curvature, roadway grade, shielding from local topography or structures, elevated roadways, or elevated receivers may affect actual sound propagation.

It is also recognized that existing sensitive land uses within the project vicinity are located varying distances from the centerlines of the local roadway network. The 100 foot reference distance is utilized in this analysis to provide a reference position at which changes in existing and future traffic noise levels resulting from the project can be evaluated. Appendix B contains the FHWA model inputs for existing conditions.

**Table 1
Existing Traffic Noise Modeling Results**

Segment	Roadway	Segment Description	L _{dn} 100 feet from roadway centerline	Distance to Contour (feet)		
				70 dB L _{dn}	65 dB L _{dn}	60 dB L _{dn}
1	Foothill Road	North of project entrance	63	32	69	149
2		South of project entrance	63	32	69	149
3	Interstate 680	Bernal Avenue to Stoneridge Drive	82	618	1331	2867

Source: FHWA-RD-77-108 with inputs from Fehr and Peers, Caltrans traffic counts, and BAC file data. A complete listing of traffic model inputs is provided in Appendix B.

Existing Ambient Noise Environment in the Immediate Project Vicinity

The ambient noise environment in the immediate project vicinity is defined primarily by traffic noise from Foothill Road and I-680. To generally quantify existing ambient noise levels in the project vicinity, two long-term (48-hour) ambient noise surveys were conducted on July 9-10, 2019. The two noise survey locations are shown on Figure 1. Photographs of the noise survey locations are provided in Appendix C.

Larson Davis Laboratories (LDL) Model 820 precision integrating sound level meters were used for the noise level measurement surveys. The meters were calibrated before use with an LDL Model CA200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all specifications of the American National Standards Institute requirements for Type 1 sound level meters (ANSI S1.4). A summary of the measurement results is provided below in Table 2. Detailed noise level measurement results are contained in Appendices D and E.

**Table 2
Long-Term Ambient Noise Monitoring Results – July 9-10, 2019**

Site	Description	Date	L _{dn}	Average Measured Hourly Noise Levels, dB			
				Daytime (7 AM-10 PM)		Nighttime (10 PM-7 AM)	
				L _{eq}	L _{max}	L _{eq}	L _{max}
LT-1	Approximately 75 feet from centerline of Foothill Road	7/9/19	60	57	66-80	53	58-74
		7/10/19	59	57	67-84	52	60-73
LT-2	Approximately 300 feet from centerline of I-680	7/9/19	64	57	63-75	57	61-72
		7/10/19	63	57	61-77	56	59-71

Source: Bollard Acoustical Consultants, Inc.

The Table 2 data indicate that existing ambient noise levels at site LT-1 were satisfactory relative to the City of Pleasanton General Plan normally acceptable exterior traffic noise level standard of 60 dB L_{dn} for new single-family residential land uses. The existing ambient noise levels at site LT-2 were within the conditionally acceptable range of 60 dB L_{dn} to 75 dB L_{dn}.

Existing Ambient Vibration Environment

During the site visit on July 8, 2019, vibration levels were observed by BAC staff to be below the threshold of perception at the project site. Nonetheless, to quantify existing vibration levels at the project site, BAC conducted short-term (10-minute) vibration measurements at the two locations shown on Figure 1. Photographs of the vibration survey locations are provided in Appendix C.

A Larson-Davis Laboratories Model LxT precision integrating sound level meter equipped with a vibration transducer was used to complete the measurements. The results are summarized in Table 3. The Table 3 data indicate that measures average vibration levels in the project vicinity ranged from 37 VdB to 39 VdB RMS.

Table 3
Ambient Vibration Monitoring Results – July 8, 2019

Site	Description	Time of Day	Average Vibration Level, VdB RMS ¹
V-1	West side of project site	12:01 PM	39
V-2	East side of project site	12:30 PM	37

Source: Bollard Acoustical Consultants, Inc.

1. VdB RMS refers to root-mean-square measurements of vibration velocity, reported in decibels.

The low measured vibration levels reported in Table 3 support BAC staff observations that baseline vibration levels were below the threshold of perception at the project site.

Regulatory Setting: Criteria for Acceptable Noise and Vibration Exposure

Federal

Federal Transit Administration (FTA)

There are no federal noise criteria which would be directly applicable to this project. However, for vibration-sensitive land uses located near the Union Pacific Railroad (UPRR), the City of Pleasanton requires a vibration impact assessment relative to the criteria established by the U.S. Department of Transportation's Federal Transit Administration (FTA). The FTA vibration impact criteria is based on maximum overall levels for a single event, such as train passbys, vehicle passbys on roadways and heavy equipment operations. The vibration impact criteria, identified in Table 6-3 of the FTA's Transit Noise and Vibration Impact Assessment Manual (September 2018), has been reproduced in Table 4. Although the project site is not located near UPRR tracks, the FTA vibration impact criteria was nonetheless conservatively applied to the project for the assessment of construction-related vibration impacts.

**Table 4
Groundborne Vibration Impact Criteria**

Land Use Category	Groundborne Vibration Impact Levels (VdB re 1 micro-inch/sec, RMS)		
	Frequent Events ¹	Occasional Events ²	Infrequent Events ³
Category 1 – Buildings where vibration would interfere with interior operations	65 ⁴	65 ⁴	65 ⁴
Category 2 – Residences and buildings where people normally sleep	72	75	80
Category 3 – Institutional land uses with primarily daytime use	75	78	83
Notes: ¹ “Frequent Events” is defined as more than 70 vibration events of the same source per day. ² “Occasional Events” is defined as between 30 and 70 vibration events of the same source per day. ³ “Infrequent Events” is defined as fewer than 30 vibration events of the same kind per day. ⁴ This criterion limit is based on levels that are acceptable for most moderately sensitive equipment such as optical microscopes. For equipment that is more sensitive, a Detailed Vibration Analysis must be performed. Source: Federal Transit Administration (FTA), Transit Noise and Vibration Impact Assessment Manual (Sep. 2018), Table 6-3			

State of California

California Environmental Quality Act (CEQA)

The State of California has established regulatory criteria that are applicable to this assessment. Specifically, Appendix G of the State of California Environmental Quality Act (CEQA) Guidelines are used to assess the potential significance of impacts pursuant to local General Plan policies, Municipal Code standards, or the applicable standards of other agencies. According to Appendix G of the CEQA guidelines, the project would result in a significant noise or vibration impact if the following occur:

- A. Generation of substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards?
- B. Generation of excessive groundborne vibration or groundborne noise levels?
- C. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

It should be noted that audibility is not a test of significance according to CEQA. If this were the case, any project which added any audible amount of noise to the environment would be considered unacceptable according to CEQA. Because every physical process creates noise, the use of audibility alone as significance criteria would be unworkable. CEQA requires a

substantial increase in noise levels before noise impacts are identified, not simply an audible change.

Local

Pleasanton General Plan

The City of Pleasanton General Plan Noise Element provides goals, policies, and programs to ensure that city residents are not subjected to noise beyond acceptable levels. The General Plan includes noise and land use compatibility guidelines for proposed land uses affected by transportation noise sources (Figure 4). The General Plan Noise Element policies and programs are reproduced below.

Policy 1: Require new projects to meet acceptable exterior noise level standards

- Program 1.1 Use the normally acceptable designation and text description contained in Figure 4 (Table 11-5 of the General Plan) “Noise and Land Use Compatibility Guidelines,” to determine the acceptability of new development and to determine when noise studies are required. For new single-family residential development, maintain a maximum day/night average noise level standard of 60 dBA L_{dn} for exterior noise in private or shared outdoor use areas excluding front yards. For new multi-family residential development, maintain a maximum standard of 65 dBA L_{dn} in community outdoor recreation areas (or 60 dBA L_{dn} when the outdoor noise is due to aircraft). Noise standards are not applied to balconies or front yards. In the Downtown, the City Council will evaluate the requirement to achieve these standards on a case-by-case basis.
- Program 1.2 Where high noise levels are the result of railroad trains, an exterior noise level of up to 70 dBA L_{dn} would be considered compatible with most residential development recognizing that day-night average noise levels are controlled by intermittent, loud events. Vibration-sensitive land uses located near the Union Pacific Railroad tracks should demonstrate compatibility with the Federal Transit Administration’s vibration impact criteria by completing site-specific vibration analyses.
- Program 1.3 Use noise guidelines and contours to determine the need for noise studies, and require new developments to construct or pay for noise attenuation features as a condition of approving new projects. An exterior increase of more than 4 decibels is considered significant.
- Program 1.4 Require noise studies for future projects to use a consistent format, to include a description of the methodology and assumptions used, to analyze alternative noise mitigation measures, and to evaluate the effectiveness of the mitigation following implementation.
- Program 1.5 Encourage the use of setbacks, landscaped earth berms, and frontage roads where feasible to reduce exterior noise levels. The use of sound walls should

only be used where other mitigation measures are not feasible. Where sound and frontage roads walls are needed, design and high quality materials, as well as landscaping, should be used to mitigate their visual impact.

Program 1.6 Require a vibration study, prepared by a qualified vibration consultant, with a site-specific engineering assessment for any proposed construction project that would require pile-driving or similar vibration causing impacts. The assessment would minimize potential vibration impacts through such measures as pre-drilling pile hoses, driving piles hydraulically or enclosing sheet piles with rubber aprons. The City Engineer would review and approve all vibration studies.

Policy 2: Reduce outdoor noise levels in existing residential areas where economically and aesthetically feasible.

Program 2.1 Consider Capital Improvement Program (CIP) funding for repair, landscaping, and maintenance of existing deteriorated sound walls.

Program 2.2 Project and monitor noise levels using traffic projections and periodic noise monitoring.

Program 2.3 Where traffic volumes increase by more than 50 percent from baseline 2006 noise data, verify projected noise levels with noise monitors at locations adjacent to residential and other noise sensitive areas.

Program 2.4 When considering approval of uses with loading bays, drive-through restaurant facilities, or other features that could generate noise, ensure that any nearby residential neighborhoods are protected as much as possible from excessive noise.

Policy 3: Ensure that noise does not exceed interior noise levels of 45 dBA L_{dn} for residential uses and those levels specified in noise studies for other uses.

Program 3.1 Require new developments to pay their fair share of mitigation measures necessary to reduce interior noise levels within existing adjacent or impacted land uses.

Program 3.2 Require noise-attenuation measures when necessary to ensure that interior noise levels for new single- and multi-family residences do not exceed 45 dBA L_{dn}. Interior noise levels shall not exceed 45 dBA L_{dn} in any new residential units (single and multi-family). Development sites exposed to noise levels exceeding 60 dBA L_{dn} shall be analyzed following protocols in Appendix Chapter 12, Section 1208, A, Sound Transmission Control, 2001 (current) *California Building Code*, Section 1207.

- Program 3.3 New residential development affected by noise from railroad trains and aircraft shall be designed to limit typical maximum instantaneous noise levels to 50 dBA in bedrooms and 55 dBA in other rooms.
- Program 3.3 New residential development affected by noise from railroad trains and aircraft shall be designed to limit typical maximum instantaneous noise levels to 50 dBA in bedrooms and 55 dBA in other rooms.
- Program 3.4 Appropriate interior noise levels in commercial, industrial, and office buildings are a function of the use of the space. Interior noise levels in noise-sensitive spaces (e.g., offices) generally should be maintained at 45 dBA L_{eq} or less (hourly average).

Policy 4: Control noise at its source to maintain existing noise levels, and in no case to exceed acceptable noise levels as established in the *Noise and Land Use Compatibility Guidelines*, Figure 4.

- Program 4.1 Enforce the noise emission standards for various noise-emitting land uses established in the City's *Noise Ordinance*.
- Program 4.2 Develop a mechanical drive engine ordinance that would establish noise limits for engines, such as electricity generators, used in commercial and industrial operations.
- Program 4.3 Aggressively enforce the noise emissions standards for all vehicles. Enforce Section 27007 of the *California Motor Vehicle Code*. This section prohibits amplified sound which can be heard 50 or more feet from a vehicle. Control excessive exhaust noise by enforcing Section 27150 of the *California Motor Vehicle Code*.
- Program 4.4 Explore opportunities to reduce noise-impacted areas through alternative street paving methods and materials.
- Program 4.5 Rebuild or build sound berms or walls as Capital Improvement Projects of the City to provide improved sound mitigation for existing neighborhoods impacted by unacceptable noise.
- Program 4.6 Require developers of new projects that would significantly increase noise in nearby homes to mitigate noise impacts with walls, berms or other measures, and/or to provide noise attenuating measures in the homes.

Policy 5: Protect schools, hospitals, libraries, religious facilities, convalescent homes, and other noise-sensitive uses from noise levels exceeding those allowed in residential areas.

- Program 5.1 Locate new noise-sensitive land uses away from noise sources unless development plans include appropriate mitigation measures.

Program 5.2 Locate new noise sources away from noise-sensitive land uses unless development plans include appropriate mitigation measures.

Policy 6: Limit truck traffic in residential and commercial areas to designated truck routes, as consistent with State law.

Program 6.1 Limit construction, delivery, and through-truck traffic to designated routes.

Program 6.2 Enforce the use of truck routes.

Policy 7: Design City streets to reduce noise levels in adjacent areas.

Program 7.1 As appropriate, require sound-attenuating paving on streets, earth berms, setbacks, sound walls, and/or other noise reduction techniques as conditions of development approval. Developers should use sound walls only where other techniques are not feasible. Where sound walls are needed, design and high quality materials, as well as landscaping, should be used to mitigate their visual impact.

Program 7.2 Attempt to maintain collector streets at 6,000-10,000 or fewer average daily trips (ADT) to ensure acceptable noise levels within adjacent residences.

Policy 8: Encourage other agencies to reduce noise levels generated by roadways, railways, airports, rapid transit, and other facilities.

Program 8.1 Coordinate with the County Airport Land Use Commission, State Department of Health Services, BART, Union Pacific Railroad Company, Altamont Commuter Express (ACE), Livermore, Dublin, Alameda County, and other agencies, as necessary, to reduce noise generated from sources outside the City's jurisdiction.

Program 8.2 Work with the City of Livermore to address noise impacts of the Livermore Municipal Airport, including the joint monitoring of aircraft noise on a periodic basis.

**Figure 4
Noise and Land Use Compatibility Guidelines
City of Pleasanton General Plan Noise Element**

Land Use Category	Exterior Noise Exposure (L _{dn})					
	55	60	65 ^b	70	75	80
Single-Family Residential ^a					Shaded	Black
Multi-Family Residential, Hotels, and Motels ^a				Shaded	Black	Black
Outdoor Sports and Recreation, Neighborhood Parks and Playgrounds				Shaded	Black	Black
Schools, Libraries, Museums, Hospitals, Personal Care, Meeting Halls, Churches		Shaded	Shaded	Shaded	Black	Black
Office Buildings, Business, Commercial, and Professional				Shaded	Black	Black
Auditoriums, Concert Halls, Amphitheaters	Shaded	Shaded	Shaded	Shaded	Black	Black

a In noise environments resulting primarily from railroad trains, exterior noise levels up to 70 dBA L_{dn} are normally acceptable recognizing that day-night average noise levels are controlled by intermittent, loud events.

b <65 dBA outdoors = < 45 dBA indoors



NORMALLY ACCEPTABLE

Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special insulation requirements



CONDITIONALLY ACCEPTABLE

Specified land use may be permitted only after detailed analysis of the noise reduction requirements and needed noise insulation features included in the design.



UNACCEPTABLE

New construction or development should generally not be undertaken because mitigation is usually not feasible to comply with noise element policies.

Pleasanton Municipal Code (Noise Ordinance)

The provisions of the City of Pleasanton Noise Ordinance which would be most applicable to this project are reproduced below. The complete text of the City Noise Ordinance is provided in Appendix F.

9.04-030 Noise Limits – Residential property.

- A. Residential Property. No person shall produce or allow to be produced by any machine, animal, device, or any combination of the same, on residential property, noise level in excess of 60 dBA at any point outside of the property plane, unless otherwise provided in this chapter.

9.04.100 Construction.

Notwithstanding any other provision of this chapter, between the hours of 8:00 a.m. and 8:00 p.m. daily, except Sunday and holidays, when the exemption shall apply between 10:00 a.m. and 6:00 p.m., construction, alteration or repair activities which are authorized by a valid city permit shall be allowed if they meet at least one of the following noise limitations:

- A. Noise individual piece of equipment shall produce a noise level exceeding 83 dBA at a distance of 25 feet. If the device is housed within a structure on the property, the measurements shall be made outside the structure at a distance as close to 25 feet from the equipment as possible; or
- B. The noise level at any point outside of the property plan of the project shall not exceed 86 dBA.

Impacts and Mitigation Measures

Thresholds of Significance

For the purposes of this report, a noise and vibration impact is considered significant if the project would result in:

- Generation of substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or in other applicable local, state, or federal standards.
- Generation of excessive groundborne vibration or groundborne noise levels.
- For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels.

The project site is not within the vicinity of a private airstrip; therefore, the last threshold listed above is not discussed further. CEQA requires the identification of significant noise impacts if the project would result in substantial permanent or temporary increases in noise. Audibility is not a test of significance according to CEQA. If this were the case, any project which added any audible amount of noise to the environment would be considered unacceptable according to CEQA. Because every physical process creates noise, whether by the addition of a single vehicle on a roadway, or a tractor in an agricultural field, the use of audibility alone as significance criteria would be unworkable. CEQA requires a substantial increase in noise levels before noise impacts are identified, not simply an audible change.

The CEQA guidelines, however, do not specify the numeric noise level increase which is considered substantial. It is generally recognized that an increase of at least 3 dB for similar noise sources is usually required before most people will perceive a change in noise levels, and an increase of 6 dB is required before the change will be clearly noticeable (Egan, *Architectural Acoustics*, page 21, 2007, McGraw Hill).

The Federal Interagency Commission on Noise (FICON) has developed a graduated scale for use in the assessment of project related noise level increases. Table 5 was developed by FICON as a means of developing thresholds for impact identification for project related noise level increases. The FICON standards have been used extensively in recent years by the authors of

this section in the preparation of the noise sections of Environmental Impact Reports that have been certified in many California Cities and Counties.

**Table 5
Significance of Changes in Cumulative Noise Exposure**

Ambient Noise Level Without Project, L _{dn}	Increase Required for Significant Impact
<60 dB	+5.0 dB or more
60-65 dB	+3.0 dB or more
>65 dB	+1.5 dB or more
Source: Federal Interagency Committee on Noise (FICON)	

Based on the FICON research, as shown in Table 5, a 5 dB increase in noise levels due to a project is required for a finding of significant noise impact where ambient noise levels without the project are less than 60 dB L_{dn}. Where pre-project ambient conditions are between 60 and 65 dB L_{dn}, a 3 dB increase is applied as the standard of significance. Finally, in areas already exposed to higher noise levels, specifically pre-project noise levels in excess of 65 dB L_{dn}, a 1.5 dB increase is considered by FICON as the threshold of significance. The rationale for the graduated scale used in the FICON standards is that test subjects' reactions to increases in noise levels varied depending on the starting level of noise. Specifically, with lower ambient noise environments, such as those below 60 dB L_{dn}, a larger increase in noise levels was required to achieve a negative reaction than was necessary in more elevated noise environments.

The use of the FICON standards are considered conservative relative to thresholds used by other agencies in the State of California. For example, the California Department of Transportation (Caltrans) requires a project related traffic noise level increase of 12 dB for a finding of significance, and the California Energy Commission (CEC) considers project related noise level increases between 5 and 10 dB significant, depending on local factors. Therefore, the use of the FICON standards, which set the threshold for finding of significant noise impacts as low as 1.5 dB, provides a very conservative approach to impact assessment for this project.

The following criteria based on standards identified in the General Plan, Municipal Code, Federal Transit Administration (FTA), and FICON were used to evaluate the significance of environmental noise resulting from the project:

- A significant noise impact would be identified if the project would expose persons to or generate noise levels that would exceed applicable noise standards presented in the General Plan or Municipal Code.
- A significant impact would be identified if the construction of the project would expose persons to excessive vibration levels. Specifically, an impact would be identified if groundborne vibration levels due to project construction activities exceed the FTA Groundborne Vibration Impact criteria provided in Table 4.

- A significant impact would be identified if traffic generated by the project would substantially increase noise levels at sensitive receptors in the vicinity. A substantial increase would be identified relative to the FICON standards provided in Table 5.

Noise Impacts Due to the Project

Off-Site Traffic Noise Impacts

With development of the project site, traffic volumes on the local roadway network will increase. Those increases in daily traffic volumes will result in a corresponding increase in traffic noise levels at existing uses located along those roadways. The FHWA Model was used with traffic data provided by the client to predict project traffic noise level increases relative to Existing, Existing Plus Approved Projects, and Cumulative, project and no-project conditions.

The following analysis does not consider increases in traffic noise levels due to the project on I-680. As discussed previously, the proposed project would generate less than 100 peak hour vehicle trips which equates to approximately 1,000 vehicle trips per day. Published Caltrans traffic counts for the year 2017 indicate the segment of I-680 adjacent to the project site currently experiences an average daily traffic volume of 146,000. Relative to an existing volume of 146,000, an increase of 1,000 vehicles on I-680 equates to an increase in traffic noise levels of 0.03 dB. This increase would be well below the FICON criteria provided in Table 5, and as a result, a more detailed analysis of I-680 traffic noise impacts due to the project was not warranted.

Impact 1: Increases in Existing Traffic Noise Levels due to the Project

Existing versus Existing Plus Project traffic noise levels on the local roadway network are shown in Table 6. The following section includes an assessment of predicted traffic noise levels relative to the FICON significance noise criteria identified in Table 5. The Table 6 data are provided in terms of L_{dn} at a standard distance of 100 feet from the centerlines of the project-area roadways. Appendix B contains the FWHA model inputs.

**Table 6
Traffic Noise Modeling Results and Project-Related Traffic Noise Increases
Existing Conditions**

Segment	Roadway	Segment Description	Traffic Noise Level at 100 feet, dB L _{dn}			Substantial Increase?
			Existing	Existing + Project	Increase	
1	Foothill Road	North of project entrance	62.6	62.7	0.1	No
2		South of project entrance	62.6	62.7	0.1	No

Source: FHWA-RD-77-108 with inputs from Fehr and Peers and BAC file data. A complete listing of traffic model inputs is provided in Appendix B.

The data in Table 6 indicate that traffic generated by the project would result in a traffic noise level increase of 0.1 dB L_{dn}. Relative to the FICON significance criteria identified in Table 5, the increase would not be considered substantial. As a result, off-site traffic noise impacts related to

increases in traffic resulting from the implementation of the project are identified as being **less than significant**.

Impact 2: Increases in Existing Plus Approved Projects Traffic Noise Levels due to the Project

Existing Plus Approved Projects versus Existing Plus Approved Projects Plus Proposed Project traffic noise levels on the local roadway network are shown in Table 7. The following section includes an assessment of predicted traffic noise levels relative to the FICON significance noise criteria identified in Table 5. The Table 7 data are provided in terms of L_{dn} at a standard distance of 100 feet from the centerlines of the project-area roadways. Appendix B contains the FWHA model inputs.

**Table 7
Traffic Noise Modeling Results and Project-Related Traffic Noise Increases
Existing Plus Approved Projects Conditions**

Segment	Roadway	Segment Description	Traffic Noise Level at 100 feet, dB L _{dn}			Substantial Increase?
			Existing + AP	Existing + AP + Project	Increase	
1	Foothill Road	North of project entrance	62.8	62.9	0.1	No
2		South of project entrance	62.8	62.9	0.1	No
Source: FHWA-RD-77-108 with inputs from Fehr and Peers and BAC file data. A complete listing of traffic model inputs is provided in Appendix B.						

The data in Table 7 indicate that traffic generated by the project would result in a traffic noise level increase of 0.1 dB L_{dn}. Relative to the FICON significance criteria identified in Table 5, the increase would not be considered substantial. As a result, off-site traffic noise impacts related to increases in traffic resulting from the implementation of the project are identified as being **less than significant**.

Impact 3: Increases in Cumulative Traffic Noise Levels due to the Project

Cumulative versus Cumulative Plus Project traffic noise levels on the local roadway network are shown in Table 8. The following section includes an assessment of predicted traffic noise levels relative to the FICON significance noise criteria identified in Table 5. The Table 8 data are provided in terms of L_{dn} at a standard distance of 100 feet from the centerlines of the project-area roadways. Appendix B contains the FWHA model inputs.

**Table 8
Traffic Noise Modeling Results and Project-Related Traffic Noise Increases
Cumulative Conditions**

Segment	Roadway	Segment Description	Traffic Noise Level at 100 feet, dB L _{dn}			Substantial Increase?
			Cumulative	Cumulative + Project	Increase	
1	Foothill Road	North of project entrance	63.1	63.2	0.1	No
2		South of project entrance	63.1	63.2	0.1	No

Source: FHWA-RD-77-108 with inputs from Fehr and Peers and BAC file data. A complete listing of traffic model inputs is provided in Appendix B.

The data in Table 8 indicate that traffic generated by the project would result in a traffic noise level increase of 0.1 dB L_{dn}. Relative to the FICON significance criteria identified in Table 5, the increase would not be considered substantial. As a result, off-site traffic noise impacts related to increases in traffic resulting from the implementation of the project are identified as being **less than significant**.

Construction Noise Impacts

Impact 5: Construction Noise

During the construction phases of the proposed project, noise from construction activities would add to the noise environment in the immediate project vicinity. Activities involved in typical construction would generate maximum noise levels, as indicated in Table 9, ranging from 55 to 90 dB at a distance of 50 feet.

**Table 9
Typical Construction Equipment Noise**

Equipment Description	Maximum Noise Level at 50 feet, dBA
Auger drill rig	85
Backhoe	80
Bar bender	80
Boring jack power unit	80
Chain saw	85
Compactor (ground)	80
Compressor (air)	80
Concrete batch plant	83
Concrete mixer truck	85
Concrete pump truck	82
Concrete saw	90
Crane (mobile or stationary)	85
Dozer	85
Dump truck	84
Excavator	85
Flatbed truck	84
Front end loader	80
Generator (25 kilovolt-amperes [kVA] or less)	70
Generator (more than 25 kVA)	82

Table 9
Typical Construction Equipment Noise

Equipment Description	Maximum Noise Level at 50 feet, dBA
Grader	85
Hydra break ram	90
Jackhammer	85
Mounted impact hammer (hoe ram)	90
Paver	85
Pickup truck	55
Pneumatic tools	85
Pumps	77
Rock drill	85
Scraper	85
Soil mix drill rig	80
Tractor	84
Vacuum street sweeper	80
Vibratory concrete mixer	80

Source: Federal Highway Administration 2006.

As discussed in the environmental setting section, existing ambient noise levels at the two monitoring locations on the west and east sides of the project site indicate maximum noise levels were within the range of 58 dB to 84 dB L_{max} . At areas within the project site further removed from the roadway noise sources, maximum noise levels would be lower. Given maximum construction noise levels of 55 to 90 dB L_{max} at 50 feet, construction activities could cause substantial short-term increases in ambient noise levels at existing sensitive land uses located near project construction areas. Although construction activities would be temporary and limited to daytime hours, construction noise could be disruptive to residents located near the project site. Therefore, construction noise is considered ***a potentially significant impact***.

Mitigation for Impact 5: Construction Noise Control Measures

MM-5: To the maximum extent practical, the following measures should be incorporated into the project construction operations:

- Noise-generating construction activities shall not occur within the hours identified in Noise Ordinance Section 9.04.100.
- Locate stationary construction equipment as far from adjacent occupied buildings as possible.
- All noise-producing project equipment and vehicles using internal-combustion engines shall be equipped with manufacturers-recommended mufflers and be maintained in good working condition.
- All mobile or fixed noise-producing equipment used on the project site that are regulated for noise output by a federal, state, or local agency shall comply with such regulations while in the course of project activity.
- All construction equipment must meet California Department of Motor Vehicles (DMV) noise standards and shall be equipped with muffling devices.

- Electrically powered equipment shall be used instead of pneumatic or internal-combustion-powered equipment, where feasible.
- Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.
- Select routes for movement of construction-related vehicles and equipment so that noise-sensitive areas, including residences, and outdoor recreation areas, are avoided as much as possible
- Project area and site access road speed limits shall be established and enforced during the construction period.
- Nearby residences shall be notified of construction schedules so that arrangements can be made, if desired, to limit their exposure to short-term increases in ambient noise levels.
- Designate a noise disturbance coordinator who will be responsible for responding to complaints about construction noise. The telephone number of the noise during disturbance coordinator shall be conspicuously posted at the construction site and shall be provided to the City of Pleasanton. Copies of the construction schedule shall also be posted at nearby noise-sensitive areas.

Significance of Impact 5 following Mitigation: *Less than Significant*

Vibration Impacts Associated with Construction Activities

Impact 6: Vibration Generated by Construction Activities

During project construction heavy equipment would be used for grading excavation, paving, and building construction, which would generate localized vibration in the immediate vicinity of the construction. The nearest residences are located approximately 50 feet from construction activities which would occur on the project site.

The range of vibration source levels for construction equipment commonly used in similar projects are shown in Table 10. The vibration levels depicted in Table 10 are representative of measurements at a distance of 25 feet from the equipment source.

**Table 10
Vibration Source Levels for Construction Equipment**

Equipment	Approximate RMS L_v^1 at 25 feet
Vibratory roller	94
Large bulldozer	87
Loaded trucks	86
Jackhammer	79
Small bulldozer	58
Notes:	
¹ RMS velocity in decibels (VdB) re 1 micro-inch/second	
Source: Federal Transit Administration, Transit Noise and Vibration Impact Assessment Manual (2018)	

Because vibration levels generated by the type of construction equipment which will be required for this project dissipates very rapidly with distance, vibration levels at the nearest residences are expected to be below 70 VdB over the course of project construction activities. Construction-generated vibration levels of less than the 70 VdB RMS at nearby existing receptors would satisfy the strictest Federal Transportation Authority (FTA) groundborne vibration impact criteria of 72 VdB shown in Table 4 (regardless of number of vibration events from a source). Therefore, project construction would not result in the exposure of persons to excessive groundborne vibration levels.

It is our understanding that the development is not proposing equipment that would generate significant vibration levels. Therefore, it is not expected that the proposed uses of the development will experience excessive groundborne vibration. Because vibration levels due to and upon the proposed project will satisfy the applicable FTA groundborne impact vibration criteria, this impact is considered to be ***less than significant***.

Noise Impacts Upon the Project

On-Site Traffic Noise Impacts

The California Supreme Court issued an opinion in *California Building Industry Association v. Bay Area Air Quality Management District (2015)* holding that CEQA is primarily concerned with the impacts of a project on the environment and generally does not require agencies to analyze the impact of existing conditions on a project's future users or residents. Nevertheless, the City has policies that address existing/future conditions affecting the proposed project, which are discussed in the following section.

Impact 7: Future Exterior Traffic Noise Levels at Project Site

The FHWA Traffic Noise Model (FHWA-RD-77-108) was used to predict future traffic noise levels at the project site. The FHWA Model was used with future traffic data to predict future exterior traffic noise levels at the project site. Future average daily traffic (ADT) volumes for Foothill Road were obtained from the traffic assessment conducted for the project by Fehr and Peers. Future ADT volumes for I-680 were conservatively estimated by assuming a 50 percent increase relative to existing ADT volumes published by Caltrans. The predicted future traffic noise levels at the residences located nearest to the adjacent roadways are summarized in Table 11. Detailed FHWA Model inputs and results are provided in Appendix G.

The results in Table 11 take into consideration the screening provided by the proposed 5-foot tall noise barrier along Foothill Road. BAC conducted barrier insertion loss calculations to quantify the effectiveness of the proposed noise barrier. Those calculations take into consideration the proposed grading plans which indicate the lots nearest to Foothill Road are depressed approximately 9-10' feet relative to the roadway. The detailed barrier insertion loss calculations are provided in Appendix H.

Table 11
Predicted Future Exterior Traffic Noise Levels¹

Roadway	Location	Distance from Centerline (feet) ²	Future Exterior L _{dn} (dB) ^{3,4,5}
Foothill Road	Nearest backyard areas	65	59
	Nearest first-floor facades	80	59
	Nearest upper-floor facades	80	68
I-680	Nearest backyard areas	300	66
	Nearest first-floor facades	280	67
	Nearest upper-floor facades	280	70

Notes

¹ A complete listing of FHWA Model inputs and results are provided in Appendix G.

² Distances measured from indicated location to the centerline of roadways.

³ Noise level measurements conducted at the project site indicate the existing 12-foot tall noise barrier along the I-680 ROW is reducing traffic noise levels by approximately 10 dB. As a result, a -10 dB offset was applied to the model for the prediction of future I-680 traffic noise levels at the project site.

⁴ Results take into consideration the proposed noise barrier along Foothill Road. Detailed barrier insertion loss calculations quantifying the effectiveness of the proposed barrier are provided in Appendix H.

⁵ A +3 dB offset was applied to the upper-floor facades due to reduced ground absorption of sound at elevated floor levels.

Source: Bollard Acoustical Consultants, Inc.

The City of Pleasanton General Plan Noise Element provides exterior noise level standards for single-family residential land uses. The Noise and Land Use Compatibility Guidelines shown on Figure 4 indicate that an exterior noise exposure of less than 60 dB L_{dn} would be considered normally acceptable. Additionally, an exterior noise exposure ranging from 60 dB to 75 dB L_{dn} would be considered conditionally acceptable provided exterior noise level reduction measures have been implemented and necessary noise insulation features have been included in the project design. Specifically, interior traffic noise levels must satisfy the interior noise level standard of 45 dB L_{dn}.

Lots Nearest to Foothill Road

The Table 11 data indicate future exterior traffic noise levels within the backyards of the lots nearest to Foothill Road are predicted to be 59 dB L_{dn}. The predicted future exterior traffic noise exposure level of 59 dB L_{dn} would be considered satisfactory relative to the general plan's normally acceptable exterior noise exposure criterion of 60 dB L_{dn}. As a result, no further consideration of exterior noise mitigation measures would be warranted for the lots nearest to Foothill Road.

Lots Nearest to Interstate 680

The Table 11 data indicate future exterior traffic noise levels within the backyards of the lots nearest to Interstate 680 are predicted to be 66 dB L_{dn}. The predicted exterior noise exposure level of 66 dB L_{dn} takes into consideration the screening provided by the existing 12-foot tall noise barrier along the I-680 right-of-way. Based on the long-term noise level measurements conducted at the project site, it is estimated that the noise barrier is reducing I-680 traffic noise levels by approximately 10 dB. Although the predicted noise exposure level of 66 dB L_{dn} exceeds the general plan's normally acceptable exterior noise exposure criterion of 60 dB L_{dn}, the predicted

exterior noise exposure level would fall within the conditionally acceptable range of 60 dB to 75 dB L_{dn}. Because the existing traffic noise barrier is significantly reducing noise levels on the project site, increasing the height of the barrier to further reduce traffic noise levels would not be considered feasible. Proposed residential land uses within the conditionally acceptable range may be permitted provided interior noise levels satisfy the interior noise level standard of 45 dB L_{dn}. As a result, no further consideration of exterior noise mitigation measures would be warranted for the lots nearest to Interstate 680 provided interior noise levels satisfy the 45 dB L_{dn} criterion.

Because future exterior traffic noise levels at the project site would satisfy the applicable City of Pleasanton criteria, this impact is considered to be **less than significant**.

Impact 8: Future Interior Traffic Noise Levels at Project Site

Standard residential construction (wood or stucco siding, Sound Transmission Class (STC) 27 windows, door weather-stripping, exterior wall insulation, composition plywood roof) typically results in a minimum exterior-to-interior noise level reduction (NLR) of 25 dB with windows closed, and approximately 15 dB with windows open. Therefore, provided exterior noise levels at the building facades nearest to the project roadways do not exceed 70 dB L_{dn}, no further consideration of interior noise mitigation measures would be warranted.

Lots Nearest to Foothill Road

The Table 11 data indicate that at the proposed building facades nearest to Foothill Road, future traffic noise levels are predicted to be 59 dB and 68 dB L_{dn} at first-floor and upper-floor facades, respectively. After consideration of the 25 dB NLR provided by standard residential building construction, future Foothill Road traffic noise levels are predicted to be 34 dB and 43 dB L_{dn} within the nearest first-floor and upper-floor living spaces, respectively. The City of Pleasanton General Plan sets forth an interior noise level standard of 45 dB L_{dn} for residential developments. Therefore, predicted interior noise levels within the range of 34 dB to 43 dB L_{dn} would satisfy the City's 45 dB L_{dn} interior noise level standard and no further consideration of noise mitigation would be warranted relative to the Day-Night Average (L_{dn}) noise level standard.

Lots Nearest to Interstate 680

The Table 11 data indicate that at the proposed building facades nearest to I-680, future traffic noise levels are predicted to be 67 dB and 70 dB L_{dn} at first-floor and upper-floor facades, respectively. After consideration of the 25 dB NLR provided by standard residential building construction, future I-680 traffic noise levels are predicted to be 42 dB and 45 dB L_{dn} within the nearest first-floor and upper-floor living spaces, respectively. The City of Pleasanton General Plan sets forth an interior noise level standard of 45 dB L_{dn} for residential developments. Therefore, predicted interior noise levels within the range of 42 dB to 45 dB L_{dn} would satisfy the City's 45 dB L_{dn} interior noise level standard. However, to provide a margin a safety for upper-floor living spaces, further consideration of noise mitigation would be warranted. As a result, noise impacts associated with Day-Night Average (L_{dn}) traffic noise levels within the upper-floor living spaces of the nearest buildings to I-680 are identified as being **potentially significant**.

Mitigation for Impact 8: Building Improvement Measures

MM-8: The following measures should be incorporated into the building facade construction:

- For the seven (7) lots located nearest to Interstate 680, the north-, east-, and south-facing upper-floor building facades should maintain minimum window assembly STC ratings of 32. Figure 2 illustrates the facades requiring improved STC rated windows.
- Standard residential construction practices (wood or stucco siding, STC-27 windows, door weather-stripping, exterior wall insulation, composition plywood roof) would be adequate for the remainder of the development.
- Mechanical ventilation (air conditioning) should be provided for all residences in this development to allow the occupants to close doors and windows as desired to achieve compliance with the applicable interior noise level criteria.

Significance of Impact 8 following Mitigation: *Less than Significant*

This concludes BAC's noise and vibration assessment for the proposed Merritt Property Residential Development in Pleasanton, California. Please contact Jonathan Lopez at (916) 663-0500 or jonl@bacnoise.com with any questions regarding this assessment.

Appendix A Acoustical Terminology

Acoustics	The science of sound.
Ambient Noise	The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.
Attenuation	The reduction of an acoustic signal.
A-Weighting	A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.
Decibel or dB	Fundamental unit of sound, A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.
CNEL	Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.
Frequency	The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz.
L_{dn}	Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.
Leq	Equivalent or energy-averaged sound level.
L_{max}	The highest root-mean-square (RMS) sound level measured over a given period of time.
Loudness	A subjective term for the sensation of the magnitude of sound.
Masking	The amount (or the process) by which the threshold of audibility is for one sound is raised by the presence of another (masking) sound.
Noise	Unwanted sound.
Peak Noise	The level corresponding to the highest (not RMS) sound pressure measured over a given period of time. This term is often confused with the Maximum level, which is the highest RMS level.
RT₆₀	The time it takes reverberant sound to decay by 60 dB once the source has been removed.
Sabin	The unit of sound absorption. One square foot of material absorbing 100% of incident sound has an absorption of 1 sabin.
SEL	A rating, in decibels, of a discrete event, such as an aircraft flyover or train passby, that compresses the total sound energy of the event into a 1-s time period.
Threshold of Hearing	The lowest sound that can be perceived by the human auditory system, generally considered to be 0 dB for persons with perfect hearing.
Threshold of Pain	Approximately 120 dB above the threshold of hearing.



Appendix B-1
FHWA-RD-77-108 Highway Traffic Noise Prediction Model
Data Input Sheet

Project #: 2019-128
 Description: Existing
 Ldn/CNEL: Ldn
 Hard/Soft: Soft

Segment	Roadway Name	Segment Description	ADT	Day %	Eve %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance	Offset (dB)
1	Foothill Road	North of project entrance	18,000	84		16	1	1	35	100	
2		South of project entrance	18,020	84		16	1	1	35	100	
3	Interstate 680	Bernal Avenue to Stoneridge Drive	146,000	65		35	2.1	4.4	65	100	

Appendix B-2

FHWA-RD-77-108 Highway Traffic Noise Prediction Model

Data Input Sheet

Project #: 2019-128

Description: Existing Plus Project

Ldn/CNEL: Ldn

Hard/Soft: Soft

Segment	Roadway Name	Segment Description	ADT	Day %	Eve %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance	Offset (dB)
1	Foothill Road	North of project entrance	18,500	84		16	1	1	35	100	
2		South of project entrance	18,520	84		16	1	1	35	100	

Appendix B-3
FHWA-RD-77-108 Highway Traffic Noise Prediction Model
Data Input Sheet

Project #: 2019-128
 Description: Existing Plus Approved Projects
 Ldn/CNEL: Ldn
 Hard/Soft: Soft

Segment	Roadway Name	Segment Description	ADT	Day %	Eve %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance	Offset (dB)
1	Foothill Road	North of project entrance	18,800	84		16	1	1	35	100	
2		South of project entrance	18,820	84		16	1	1	35	100	

Appendix B-4

FHWA-RD-77-108 Highway Traffic Noise Prediction Model

Data Input Sheet

Project #: 2019-128

Description: Existing Plus Approved Projects Plus Project

Ldn/CNEL: Ldn

Hard/Soft: Soft

Segment	Roadway Name	Segment Description	ADT	Day %	Eve %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance	Offset (dB)
1	Foothill Road	North of project entrance	19,300	84		16	1	1	35	100	
2		South of project entrance	19,320	84		16	1	1	35	100	

Appendix B-5
FHWA-RD-77-108 Highway Traffic Noise Prediction Model
Data Input Sheet

Project #: 2019-128
 Description: Cumulative
 Ldn/CNEL: Ldn
 Hard/Soft: Soft

Segment	Roadway Name	Segment Description	ADT	Day %	Eve %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance	Offset (dB)
1	Foothill Road	North of project entrance	20,200	84		16	1	1	35	100	
2		South of project entrance	20,220	84		16	1	1	35	100	

Appendix B-6
FHWA-RD-77-108 Highway Traffic Noise Prediction Model
Data Input Sheet

Project #: 2019-128
 Description: Cumulative Plus Project
 Ldn/CNEL: Ldn
 Hard/Soft: Soft

Segment	Roadway Name	Segment Description	ADT	Day %	Eve %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance	Offset (dB)
1	Foothill Road	North of project entrance	20,700	84		16	1	1	35	100	
2		South of project entrance	20,720	84		16	1	1	35	100	



Legend

- [A] LT-1: Facing southeast (37°39'59.51"N 121°55'4.17"W)
- [B] V-1: Facing west (37°39'59.43"N 121°55'4.25"W)
- [C] LT-2: Facing east (37°40'8.75"N 121°54'40.76"W)
- [D] V-2: Facing west (37°40'8.75"N 121°54'40.76"W)

Merritt Property
Pleasanton, California

Photographs of Noise and
Vibration Survey Locations

Appendix C



Appendix D-1
Ambient Noise Monitoring Results at Site LT-1
Merritt Property Residential Development - Pleasanton, California
Tuesday, July 09, 2019

Hour	Leq	Lmax	L50	L90
12:00 AM	48	69	47	43
1:00 AM	45	62	43	40
2:00 AM	45	58	44	41
3:00 AM	46	61	45	42
4:00 AM	50	69	48	46
5:00 AM	55	69	51	48
6:00 AM	59	74	56	46
7:00 AM	58	68	56	45
8:00 AM	58	73	56	48
9:00 AM	57	72	55	46
10:00 AM	56	74	53	44
11:00 AM	56	73	53	44
12:00 PM	56	80	54	44
1:00 PM	55	68	52	43
2:00 PM	56	70	54	44
3:00 PM	56	71	55	46
4:00 PM	58	72	57	50
5:00 PM	59	73	58	51
6:00 PM	58	76	57	48
7:00 PM	55	72	53	45
8:00 PM	54	72	51	43
9:00 PM	53	66	50	44
10:00 PM	53	68	50	44
11:00 PM	50	67	47	43

	Statistical Summary					
	Daytime (7 a.m. - 10 p.m.)			Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	59	53	57	59	45	53
Lmax (Maximum)	80	66	72	74	58	66
L50 (Median)	58	50	54	56	43	48
L90 (Background)	51	43	46	48	40	44

Computed Ldn, dB	60
% Daytime Energy	81%
% Nighttime Energy	19%

GPS Coordinates	37°39'59.51"N
	121°55'4.17"W

Appendix D-2
Ambient Noise Monitoring Results at Site LT-1
Merritt Property Residential Development - Pleasanton, California
Wednesday, July 10, 2019

Hour	Leq	Lmax	L50	L90
12:00 AM	47	64	46	44
1:00 AM	48	62	46	42
2:00 AM	46	64	44	39
3:00 AM	45	60	44	39
4:00 AM	49	67	48	42
5:00 AM	54	73	46	42
6:00 AM	58	69	56	43
7:00 AM	58	70	57	47
8:00 AM	57	70	56	46
9:00 AM	57	68	55	44
10:00 AM	60	79	58	49
11:00 AM	55	71	53	44
12:00 PM	55	68	53	44
1:00 PM	55	67	53	43
2:00 PM	57	77	54	45
3:00 PM	57	73	55	46
4:00 PM	57	72	56	45
5:00 PM	58	70	56	45
6:00 PM	57	70	55	44
7:00 PM	57	84	54	43
8:00 PM	55	69	52	45
9:00 PM	54	67	51	47
10:00 PM	52	63	50	46
11:00 PM	51	63	48	43

	Statistical Summary					
	Daytime (7 a.m. - 10 p.m.)			Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	60	54	57	58	45	52
Lmax (Maximum)	84	67	72	73	60	65
L50 (Median)	58	51	54	56	44	47
L90 (Background)	49	43	45	46	39	42

Computed Ldn, dB	59
% Daytime Energy	84%
% Nighttime Energy	16%

GPS Coordinates	37°39'59.51"N
	121°55'4.17"W

Appendix D-3
Ambient Noise Monitoring Results at Site LT-2
Merritt Property Residential Development - Pleasanton, California
Tuesday, July 09, 2019

Hour	Leq	Lmax	L50	L90
12:00 AM	51	61	50	46
1:00 AM	51	61	50	46
2:00 AM	53	61	52	47
3:00 AM	56	64	55	51
4:00 AM	61	68	61	58
5:00 AM	62	69	62	60
6:00 AM	59	72	57	53
7:00 AM	57	65	56	53
8:00 AM	59	73	58	56
9:00 AM	58	63	58	56
10:00 AM	58	67	57	56
11:00 AM	57	64	57	55
12:00 PM	57	68	56	54
1:00 PM	58	71	58	55
2:00 PM	57	68	56	54
3:00 PM	57	64	57	55
4:00 PM	57	64	57	54
5:00 PM	58	71	58	56
6:00 PM	58	66	57	56
7:00 PM	56	64	56	54
8:00 PM	56	75	56	54
9:00 PM	55	64	55	52
10:00 PM	55	66	55	52
11:00 PM	54	61	53	51

	Statistical Summary					
	Daytime (7 a.m. - 10 p.m.)			Nighttime (10 p.m. - 7 a.m.)		
	High	Low	Average	High	Low	Average
Leq (Average)	59	55	57	62	51	57
Lmax (Maximum)	75	63	67	72	61	65
L50 (Median)	58	55	57	62	50	55
L90 (Background)	56	52	55	60	46	52

Computed Ldn, dB	64
% Daytime Energy	61%
% Nighttime Energy	39%

GPS Coordinates	37°40'8.75"N
	121°54'40.76"W

Appendix D-4
Ambient Noise Monitoring Results at Site LT-2
Merritt Property Residential Development - Pleasanton, California
Wednesday, July 10, 2019

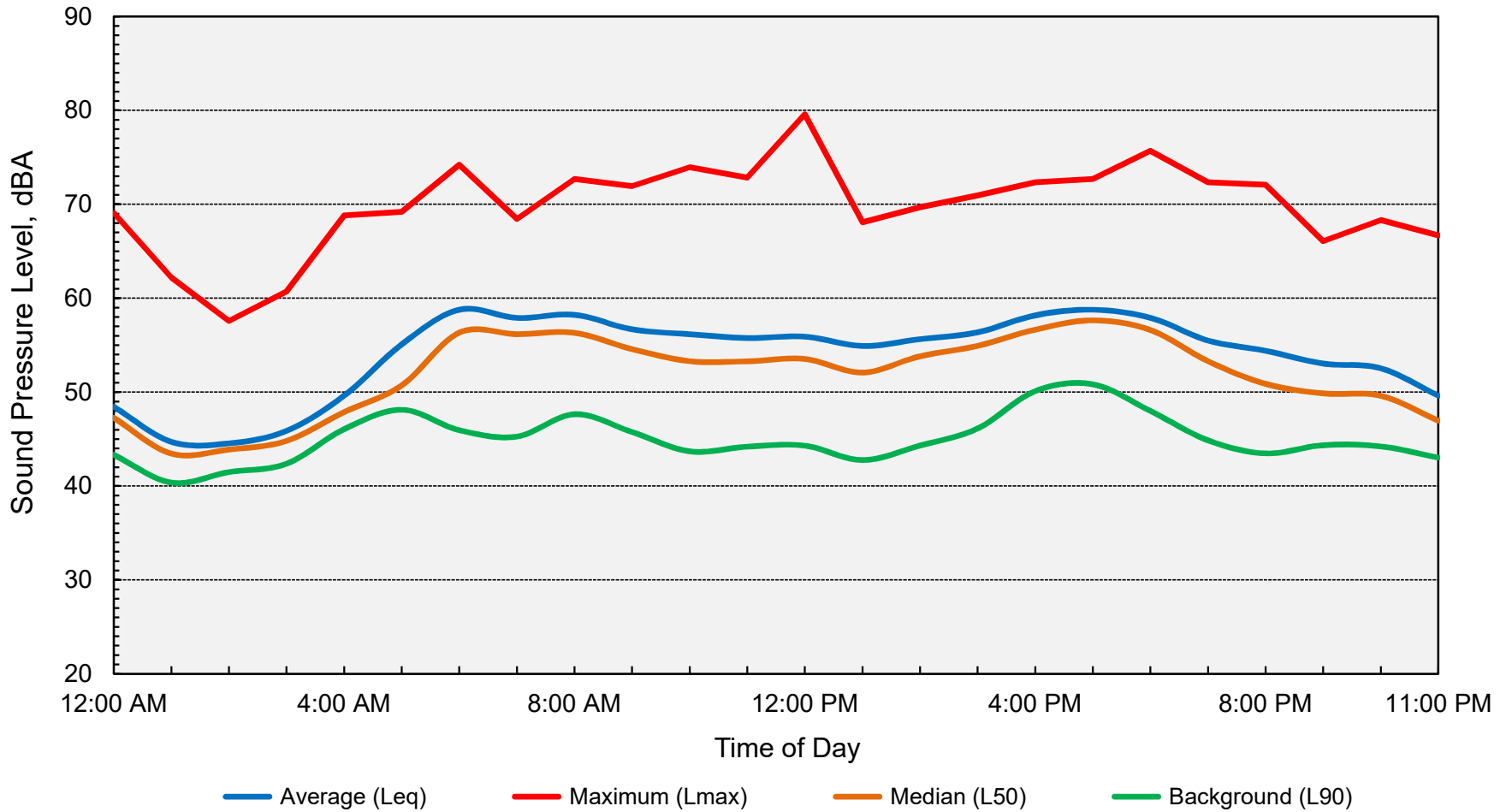
Hour	Leq	Lmax	L50	L90
12:00 AM	53	59	52	50
1:00 AM	53	69	51	48
2:00 AM	53	61	52	47
3:00 AM	55	62	54	51
4:00 AM	58	65	58	55
5:00 AM	58	65	58	56
6:00 AM	56	65	55	52
7:00 AM	57	70	57	53
8:00 AM	58	77	58	56
9:00 AM	57	64	57	53
10:00 AM	53	61	52	50
11:00 AM	58	66	58	54
12:00 PM	58	64	57	55
1:00 PM	57	63	56	54
2:00 PM	56	64	56	54
3:00 PM	56	63	56	55
4:00 PM	57	62	56	55
5:00 PM	57	73	57	55
6:00 PM	57	64	57	55
7:00 PM	56	68	56	53
8:00 PM	58	64	57	55
9:00 PM	58	72	58	56
10:00 PM	58	69	57	55
11:00 PM	57	71	57	54

Statistical Summary						
Daytime (7 a.m. - 10 p.m.)			Nighttime (10 p.m. - 7 a.m.)			
	High	Low	Average	High	Low	Average
Leq (Average)	58	53	57	58	53	56
Lmax (Maximum)	77	61	66	71	59	65
L50 (Median)	58	52	57	58	51	55
L90 (Background)	56	50	54	56	47	52

Computed Ldn, dB	63
% Daytime Energy	67%
% Nighttime Energy	33%

GPS Coordinates	37°40'8.75"N
	121°54'40.76"W

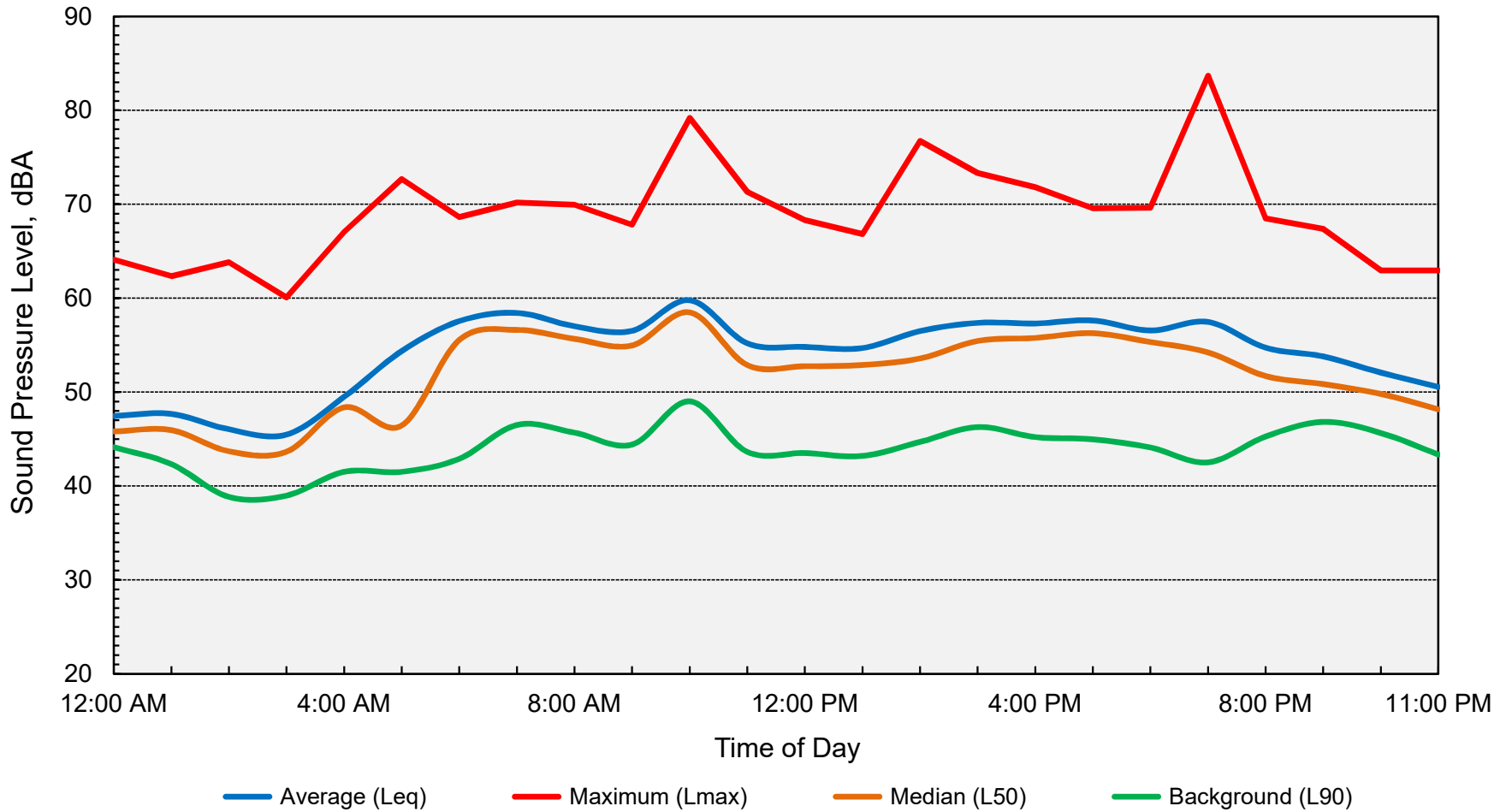
Appendix E-1
Ambient Noise Monitoring Results at Site LT-1
Merritt Property Residential Development - Pleasanton, California
Tuesday, July 09, 2019



Computed Ldn = 60 dB



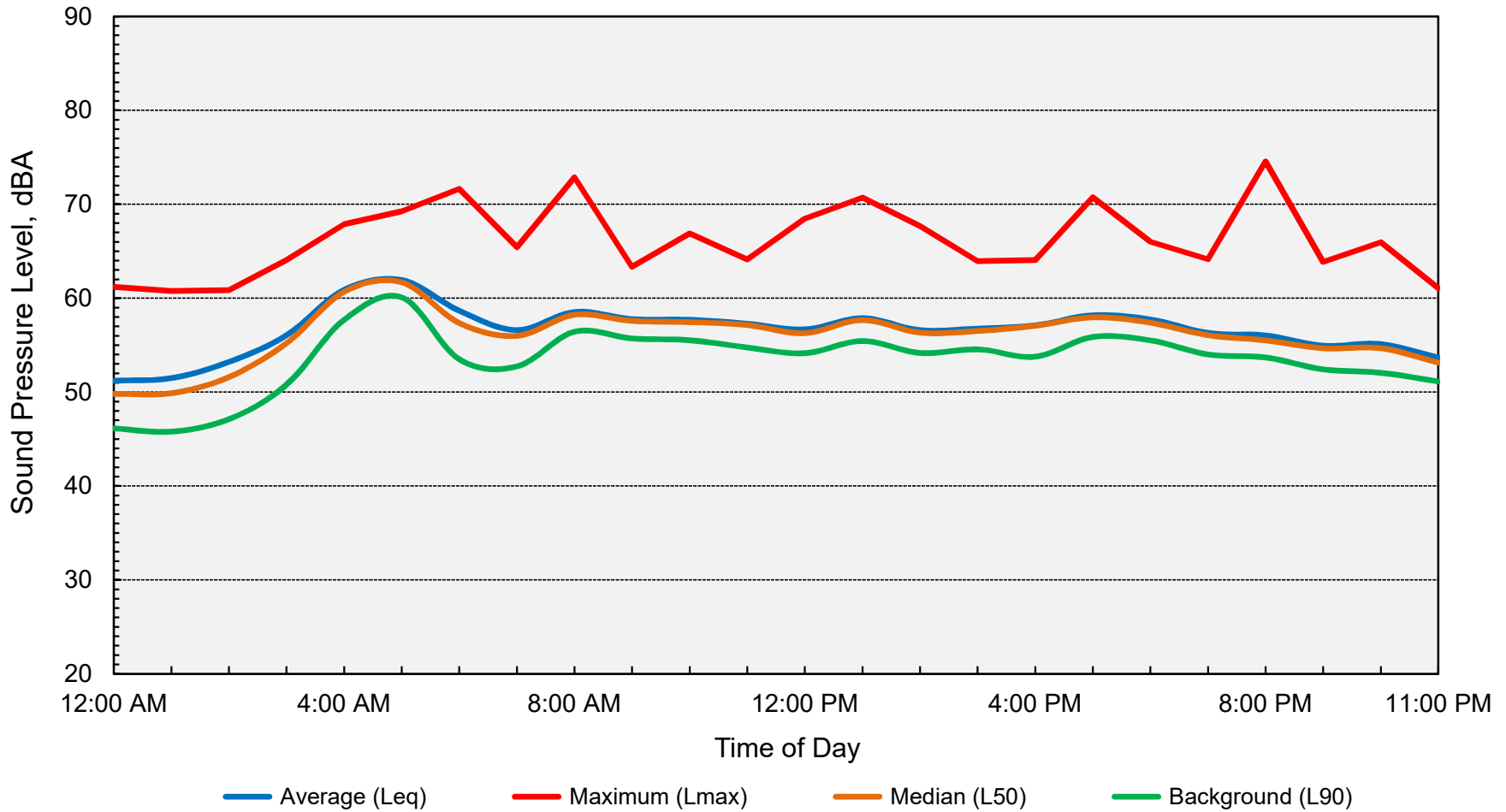
**Appendix E-2
Ambient Noise Monitoring Results at Site LT-1
Merritt Property Residential Development - Pleasanton, California
Wednesday, July 10, 2019**



Computed Ldn = 59 dB



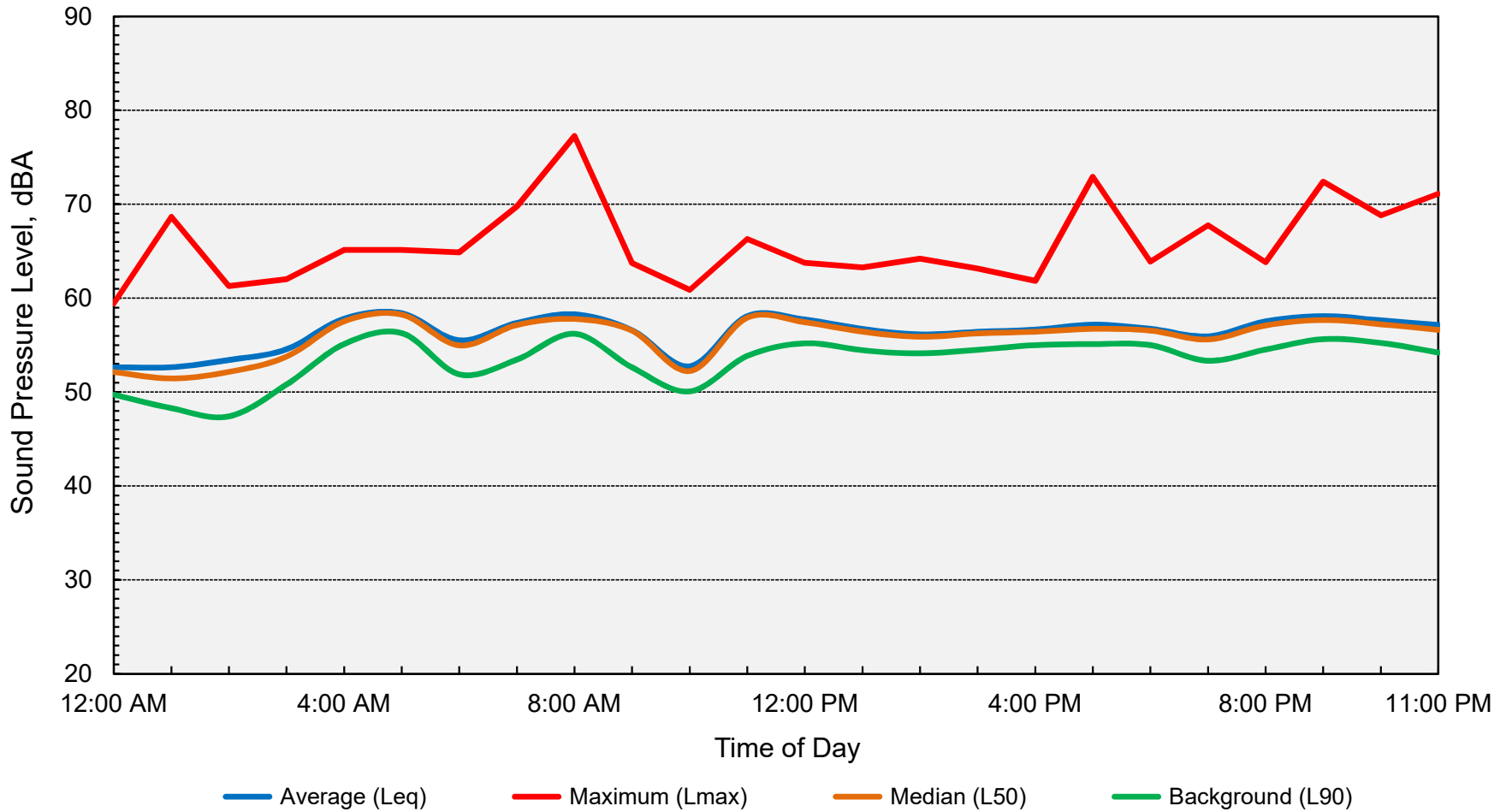
Appendix E-3
Ambient Noise Monitoring Results at Site LT-2
Merritt Property Residential Development - Pleasanton, California
Tuesday, July 09, 2019



Computed Ldn = 64 dB



**Appendix E-4
 Ambient Noise Monitoring Results at Site LT-2
 Merritt Property Residential Development - Pleasanton, California
 Wednesday, July 10, 2019**



Computed Ldn = 63 dB



Appendix F
City of Pleasanton Noise Ordinance

Pleasanton Municipal Code							
Up	Previous	Next	Main	Collapse	Search	Print	No Frames
Title 9 HEALTH AND SAFETY							

Chapter 9.04 NOISE REGULATIONS

9.04.010 Declaration of policy.

It is declared to be the policy of the city that the peace, health, safety and welfare of the citizens of the city require protection from excessive, unnecessary and unreasonable noises from any and all sources in the community. It is the intention of the city council to control the adverse effect of such noise sources on the citizens under any condition of use, especially those conditions of use which have the most severe impact upon any person. (Prior code § 4-9.01)

9.04.020 Definitions.

For the purposes of this chapter, certain terms are defined as follows:

- A. “Emergencies” mean essential activities necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm; work by private or public utilities when restoring utility service or such routine testing or standby equipment as may be necessary to assure reliability in the event of emergencies.
- B. “Noise level” means the maximum continuous sound level or repetitive peak level produced by a source or group of sources as measured with a precision sound level meter using the “A” weighting scale, and the meter response function set to “slow.”
- C. “Person” means any individual, or other entity including, but not limited to, a partnership, association or corporation.
- D. “Property plane” means a vertical plane including the property line which determines the property boundaries in space.
- E. “Sound level” is expressed in decibels (dB), which is a logarithmic indication of the ratio between the acoustic energy present at a given location and the lowest amount of acoustic energy audible to sensitive human ears and weighted by frequency to account for characteristics of human hearing, as given in the American National Standards Institute Standard S1.1, “Acoustic Terminology,” paragraph Z.9, or successor reference. All references to dB in this chapter utilize the A-level weighting scale, abbreviated dBA, measured as set forth in this section.
- F. “Sound level meter” means an instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement of sound levels, which meets or exceeds the requirements pertinent for Type S2A meters in American National Standards Institute specifications for sound level meters, S1.4-1971, or the most recent revision thereof.
- G. “Vehicle” means any device by which any person or property may be propelled, moved or drawn upon a highway or street. (Prior code § 4-9.02)

9.04.030 Noise limits—Residential property.

- A. Residential Property. No person shall produce or allow to be produced by any machine, animal, device, or any combination of the same, on residential property, noise level in excess of 60 dBA at any point outside of the property plane, unless otherwise provided in this chapter.
- B. Multifamily Residential Property. No person shall produce or allow to be produced by any machine, animal, device, or any combination of the same, on multi-family residential property, a noise level in any dwelling unit in excess of 60 dBA except within the dwelling unit in which the noise source or sources originate. For purposes of this section, measurement of the noise level shall be taken at least four feet from any wall, floor or ceiling inside any dwelling unit on the same property with the windows and doors of the dwelling unit closed.
- C. Distribution Transformers. The noise levels from distribution transformers on private property shall be measured at a distance of 25 feet or from the nearest residential structure, whichever is shorter. (Ord. 1880, 2003; prior

9.04.035 Noise limits—Commercial or industrial use adjacent to residential zone.

Any commercial or industrial use, not including a special downtown accessory entertainment use in the downtown hospitality transition area, which is located within 300 feet from any residential zone and which remains open for business at any time between the hours of 10:00 p.m. and 6:00 a.m. shall adhere to the following standards of performance:

A. The noise level produced on the business premises between the hours of 10:00 p.m. and 6:00 a.m. shall not exceed the residential noise standard at the property plane between the residential zoning district and the commercial zoning district.

B. In the case of a business establishment which: (1) serves alcohol, (2) is located within 300 feet from a residential zoning district, and (3) is open for business between the hours of 10:00 p.m. and 6:00 a.m., the business owner and/or agent in charge shall arrange for responsible agents to patrol the parking lot and take reasonable actions necessary to inhibit loitering, shouting, fighting, revving of vehicle engines, the rapid acceleration of vehicles and other activities which would disturb the peace of a residential neighborhood.

C. No trash shall be dumped outside of the enclosed building area between the hours of 10:00 p.m. and 6:00 a.m. In the alternative, a business which finds it necessary or convenient to dump trash between 10:00 p.m. and 6:00 a.m. may demonstrate pursuant to Section 9.04.110 of this chapter that sound levels from dumping trash are insignificant or have been adequately mitigated. This subsection does not prohibit regularly scheduled pick up of trash by commercial garbage companies.

D. The person in charge of a business premises, whether that person is an owner, employee, agent or contractor, shall be responsible to assure compliance with subsections A through C of this section.

E. The owner of each business subject to this section shall be responsible to inform his or her managers, employees, agents and contractors of the requirements of this section. (Ord. 2055 § 2, 2012; Ord. 1341 § 1, 1987)

9.04.040 Noise limits—Commercial property.

No person shall produce or allow to be produced by any machine, animal, device, or any combination of the same, on commercial property, a noise level in excess of 70 dBA at any point outside of the property plane, unless otherwise provided in this chapter. (Ord. 2055 § 2, 2012; Ord. 1880, 2003; prior code § 4-9.04)

9.04.043 Noise limits—Special downtown accessory entertainment uses in the downtown hospitality central core or downtown hospitality transition area.

Special downtown accessory entertainment uses shall adhere to the following standards:

A. In the downtown hospitality central core area:

1. No person shall produce or allow to be produced by any machine, animal, device, or any combination of the same on commercial property, a noise level in excess of the following at any point outside of the property plane:

Maximum Noise Level (dBA)	Sunday—Wednesday (Hours)	Thursday—Saturday (Hours)
74	8:00 a.m.—10:00 p.m.	8:00 a.m.—11:00 p.m.
70	10:00 p.m.—8:00 a.m.	11:00 p.m.—8:00 a.m.

2. No person shall produce or allow to be produced on commercial property a noise by any machine, animal, device, or any combination of the same on commercial property in excess of the following noise level as measured at the property plane of the nearest residential zoning district:

Maximum Noise Level (dBA)	All Days (Hours)
60	10:00 p.m.—6:00 a.m.

B. In the downtown hospitality transition area:

1. No person shall produce or allow to be produced by any machine, animal, device, or any combination of the same a noise level in excess of the following at any point outside of the property plane:

Maximum Noise Level (dBA)	All Days (Hours)
70	8:00 a.m.—9:00 p.m.
60	9:00 p.m.—8:00 a.m.

2. No person shall produce or allow to be produced on commercial property a noise by any machine, animal, device, or any combination of the same on commercial property in excess of the following noise level as measured at the property plane of the nearest residential zoning district:

Maximum Noise Level (dBA)	All Days (Hours)
60	10:00 p.m.—6:00 a.m.

3. In the case of a business establishment which: (a) serves alcohol, and (b) is open for business between the hours of 9:00 p.m. and 8:00 a.m., the business owner and/or agent in charge shall arrange for responsible agents to patrol the parking lot and take reasonable actions necessary to inhibit loitering, shouting, fighting, revving of vehicle engines, the rapid acceleration of vehicles and other activities which would disturb the peace of a residential neighborhood.

4. No trash shall be dumped outside of the enclosed building area between the hours of 9:00 p.m. and 8:00 a.m. In the alternative, a business which finds it necessary or convenient to dump trash between 9:00 p.m. and 8:00 a.m. may demonstrate pursuant to Section 9.04.110 of this chapter that sound levels from dumping trash are insignificant or have been adequately mitigated. This subsection does not prohibit regularly scheduled pick up of trash by commercial garbage companies.

5. The person in charge of a business premises, whether that person is an owner, employee, agent or contractor, shall be responsible to assure compliance with subsections (B)(1) through (4) of this section.

6. The owner of each business subject to this section shall be responsible to inform his or her managers, employees, agents and contractors of the requirements of this section. (Ord. 2055 § 2, 2012)

9.04.050 Noise limits—Industrial property.

No person shall produce or allow to be produced by any machine, animal, device, or any combination of the same on industrial property, a noise level in excess of 75 dBA at any point outside of the property plane, unless otherwise provided in this chapter. (Ord. 1880, 2003; prior code § 4-9.05)

9.04.060 Noise limits—Public property.

A. Residential Area. No person shall produce or allow to be produced by any machine, animal, device, or any combination of the same, on public property in any residential area, a noise level in excess of 60 dBA at a distance of 25 feet or more from the noise source or sources, unless otherwise provided in this chapter.

B. Commercial Area. No person shall produce or allow to be produced by any machine, animal, device, or any combination of the same, on public property in any commercial area, a noise level in excess of 70 dBA at a distance of 25 feet or more from the noise source or sources, unless otherwise provided in this chapter.

C. Industrial Areas. No person shall produce or allow to be produced by any machine, animal, device, or any combination of the same, on public property in any industrial area, a noise level in excess of 75 dBA at a distance of 25 feet or more from the noise source or sources, unless otherwise provided in this chapter.

D. Special Events. Any community activity, sporting event, or special event occurring at the Alameda County fairgrounds, upon any public school grounds, or at any city parks or streets is exempt from the provisions of this chapter, provided that the event has been approved by the appropriate fair association official, school official or city department or city council.

E. Warning Devices. Vehicle horns, or other devices primarily intended to create a loud noise for warning purposes, shall be used only when a situation endangering life, health, or property is imminent. (Prior code § 4-9.06)

9.04.070 Daytime exceptions.

Any noise which does not produce a noise level exceeding 70 dBA at a distance of 25 feet under its most noisy condition of use shall be exempt from the provisions of Sections 9.04.030, 9.04.040 and 9.04.060(A) of this chapter between the hours of 8:00 a.m. and 8:00 p.m. daily, except Sundays and holidays, when the exemption herein shall apply between 10:00 a.m. and 6:00 p.m. (Prior code § 4-9.07(a))

9.04.072 Electricity generators, fuel cells, and wind energy facilities.

Electricity generators, fuel cells, and wind energy facilities, including small, medium, and large electricity generators, and small, medium, and large fuel cell facilities, but not including emergency standby electricity generators, fuel cells, and batteries as defined in Chapter 18.08 of this code, shall not exceed a noise level in excess of 45 dBA at any point on any residentially zoned property outside of the property plane where the electricity generator, fuel cell, or wind energy facilities are located. (Ord. 1880, 2003)

9.04.074 Skateboard ramps.

The city council finds and declares as follows:

- A. Skateboard ramps (as defined in Title 18 of this code) are a source of noise which must be regulated; and
- B. Skateboard ramps, if built to regulations consistent with safety and noise dampening standards, will be permitted; and
- C. The community development department shall be authorized to promulgate regulations consistent with purposes of safety and noise considerations of this code, subject to approval by the city council; and
- D. If any skateboard ramp complies with the promulgated regulations concerning skateboard ramp construction, skateboard ramps will be permitted to be used during specified hours, except on Sundays when use of skateboard ramps shall be prohibited, and exempt from this chapter, subject to the city's zoning ordinance, Chapter 18.120, "Nonconforming Uses", of this code. (Ord. 2000 § 1, 2009; Ord. 1273 § 1, 1986)

9.04.076 Skateboard ramp—Time of operation.

If skateboard ramps are built to regulations specified in Section 9.04.074(C) of this chapter, skateboard ramps shall be exempt from noise regulation ordinance Sections 9.04.030, 9.04.040 and 9.04.060(A) of this chapter and will be permitted to operate between the hours of 10:00 a.m. and 4:00 p.m. except on Sunday, and between 7:00 p.m. and 8:00 p.m. except on Sunday, when no skateboard ramp shall be used. No skateboard ramp shall be used for skateboarding between the hours of 4:00 p.m. and 7:00 p.m., or between the hours of 8:00 p.m. and 10:00 a.m., and all day on Sunday. (Ord. 1273 § 1, 1986)

9.04.078 Pool equipment.

A. Pool equipment shall be operated in compliance with the noise limits as specified in this chapter based on where the pool equipment is located (i.e., residential property, commercial property, industrial property, etc.).

B. Pool equipment shall be field tested under operating conditions by the administrative authority for noise limit compliance prior to final approval of pool installation. Testing shall be by a sound level meter as defined in this chapter.

C. Where pool equipment noise limit compliance is not achieved, said equipment shall be relocated, otherwise adjusted/altered, or an enclosure for noise attenuation installed to achieve compliance prior to final approval of pool installation by the administrative authority.

D. Noise attenuation enclosures shall be designed and constructed utilizing standards established by the administrative authority. Such standards shall include, but shall not be limited to, insulation material, requirements for venting and circulation, and accessibility for equipment maintenance. (Ord. 2038 § 1, 2012)

9.04.080 Safety devices.

Aural warning devices which are required by law to protect the health, safety and welfare of the community shall not produce a noise level more than three dBA above the standard or minimum level stipulated by law. (Prior code § 4-9.07(b))

9.04.090 Emergencies.

Emergencies and the testing of associated utility standby equipment are exempt from this chapter. (Prior code § 4-9.07(c))

9.04.100 Construction.

Notwithstanding any other provision of this chapter, between the hours of 8:00 a.m. and 8:00 p.m. daily, except Sunday and holidays, when the exemption shall apply between 10:00 a.m. and 6:00 p.m., construction, alteration or repair activities which are authorized by a valid city permit shall be allowed if they meet at least one of the following noise limitations:

A. No individual piece of equipment shall produce a noise level exceeding 83 dBA at a distance of 25 feet. If the device is housed within a structure on the property, the measurement shall be made outside the structure at a distance as close to 25 feet from the equipment as possible; or

B. The noise level at any point outside of the property plane of the project shall not exceed 86 dBA. (Prior code § 4-9.07(d))

9.04.110 Exception permit.

If the applicant can show to the city manager or his or her designee that a diligent investigation of available noise abatement techniques indicates that immediate compliance with the requirements of this chapter would be impractical or unreasonable, a permit to allow exemption from the provisions contained in all or a portion of this chapter may be issued, with appropriate conditions to minimize the public detriment caused by such exceptions. Any such permit shall be of as short duration as possible up to six months, but renewable upon a showing of good cause, and shall be conditioned by a schedule for compliance and details of methods therefor in appropriate cases. Any person aggrieved with the decision of the city manager or his or her designee may appeal to the city council. (Prior code § 4-9.08)

View the [mobile version](#).

Appendix G-1

FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)

Noise Prediction Worksheet

Project Information:

Job Number: 2019-128
 Project Name: Merritt Property Residential Development
 Roadway Name: Foothill Road

Traffic Data:

Year: Future
 Average Daily Traffic Volume: 20,720
 Percent Daytime Traffic: 84
 Percent Nighttime Traffic: 16
 Percent Medium Trucks (2 axle): 1
 Percent Heavy Trucks (3+ axle): 1
 Assumed Vehicle Speed (mph): 35
 Intervening Ground Type (hard/soft): **Soft**

Traffic Noise Levels:

Location	Description	Distance	Offset (dB)	-----L _{dn} , dB-----			Total
				Autos	Medium Trucks	Heavy Trucks	
1	Nearest backyards	65	0	65	54	59	66
2	Nearest first-floor facades	80	0	63	53	58	65
3	Nearest upper-floor facades	80	3	66	56	61	68

Traffic Noise Contours (No Calibration Offset):

L _{dn} Contour, dB	Distance from Centerline, (ft)
75	16
70	35
65	76
60	163

Notes:

1. Future traffic volumes were obtained from traffic assessment completed by Fehr and Peers.
2. Due to reduced ground absorption of sound at elevated facades, a +3 dB offset was applied at elevated second-floor facades.



Appendix G-2

FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)

Noise Prediction Worksheet

Project Information:

Job Number: 2019-128
 Project Name: Merritt Property Residential Development
 Roadway Name: Interstate 680

Traffic Data:

Year: Future
 Average Daily Traffic Volume: 219,000
 Percent Daytime Traffic: 65
 Percent Nighttime Traffic: 35
 Percent Medium Trucks (2 axle): 2.1
 Percent Heavy Trucks (3+ axle): 4
 Assumed Vehicle Speed (mph): 65
 Intervening Ground Type (hard/soft): **Soft**

Traffic Noise Levels:

Location	Description	Distance	Offset (dB)	-----L _{dn} , dB-----			Total
				Autos	Medium Trucks	Heavy Trucks	
1	Nearest backyards	300	-10	65	54	61	66
2	Nearest first-floor facades	280	-10	65	55	61	67
3	Nearest upper-floor facades	280	-7	68	58	64	70

Traffic Noise Contours (No Calibration Offset):

L _{dn} Contour, dB	Distance from Centerline, (ft)
75	376
70	809
65	1744
60	3756

Notes:

1. Future traffic volumes were estimated by assuming a 50 percent increase relative to existing average daily traffic volumes obtained from Caltrans (2017).
2. Noise level measurements conducted at the project site indicate the existing 12-foot tall noise barrier along the I-680 ROW is reducing traffic noise levels by approximately 10 dB. As a result, a -10 dB offset was applied to the model for the prediction of future traffic noise levels at the project site.
3. Due to reduced ground absorption of sound at elevated facades, a +3 dB offset was applied at elevated second-floor facades.



Appendix H
FHWA Traffic Noise Prediction Model (FHWA-RD-77-108)
Noise Barrier Effectiveness Prediction Worksheet

Project Information: Job Number: 2019-128
 Project Name: Merritt Property Residential Development
 Roadway Name: Foothill Road
 Location(s): Nearest backyards

Noise Level Data: Year: Future
 Auto L_{dn}, dB: 65
 Medium Truck L_{dn}, dB: 54
 Heavy Truck L_{dn}, dB: 59

Site Geometry: Receiver Description: Nearest backyards
 Centerline to Barrier Distance (C₁): 50
 Barrier to Receiver Distance (C₂): 15
 Automobile Elevation: 429
 Medium Truck Elevation: 431
 Heavy Truck Elevation: 437
 Pad/Ground Elevation at Receiver: 419
 Receiver Elevation¹: 424
 Base of Barrier Elevation: 423
 Starting Barrier Height 5

Barrier Effectiveness:

Top of Barrier Elevation (ft)	Barrier Height ² (ft)	----- L _{dn} , dB -----				Barrier Breaks Line of Sight to...		
		Autos	Medium Trucks	Heavy Trucks	Total	Autos?	Medium Trucks?	Heavy Trucks?
428	5	57	47	54	59	Yes	Yes	Yes
429	6	56	46	53	58	Yes	Yes	Yes
430	7	54	45	52	57	Yes	Yes	Yes
431	8	54	44	50	56	Yes	Yes	Yes
432	9	53	43	49	55	Yes	Yes	Yes
433	10	52	42	49	54	Yes	Yes	Yes
434	11	51	41	48	53	Yes	Yes	Yes
435	12	50	40	47	52	Yes	Yes	Yes
436	13	50	40	46	52	Yes	Yes	Yes

Notes: 1. Standard receiver elevation is five feet above grade/pad elevations at the receiver location(s)



**Appendix I:
Transportation Supporting Information**

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Memorandum

Date: October 24, 2023
To: Jim Summers, Foothill Boulevard Holding Company, LLC
Cc: Patrick Costanzo, PCJ Real Estate Advisors, LLC
From: Sarah Chan, Fehr & Peers
Subject: Merritt Residential VMT Assessment

WC18-3544

This memorandum documents the vehicle miles traveled (VMT) assessment for the Merritt Residential Project (Project) located in the City of Pleasanton, CA. The Project proposes to construct 93 age-restricted single-family homes and 18 cluster homes and duplexes that will be deed restricted affordable homes on an approximately 46-acre site that is currently developed with two single-family homes, one of which would be removed as part of the Project.

In August 2023, the City published and certified the Pleasanton Housing Element Update (HEU) and Environmental Impact Report (EIR). The Project was included as one of the identified housing site locations, known as Site 22 - Merritt. The purpose of this analysis is to assess the Project's VMT findings and determine if it is in alignment with the conclusions presented in the HEU EIR.

Background and Significance Criteria

The California Environmental Quality Act (CEQA) Guidelines were updated in December 2019 per Senate Bill 743 (SB 743) to remove Level of Service (LOS) from CEQA analysis and to require the use of VMT to evaluate a Project's environmental effect on the transportation system. VMT measures the amount of driving generated by the project and thereby the impacts on the environment from those miles traveled. SB 743 changes the focus of transportation impact analysis in CEQA from measuring *impacts to drivers* to measuring the *environmental impact of driving*.

The City of Pleasanton, in its discretion as lead agency, has the ability to select the methodology and CEQA significance criteria. The Pleasanton HEU EIR analysis and thresholds are based on the SB 743 guidance published from the Governor's Office of Planning and Research (OPR). The



following thresholds were used to determine if the HEU would result in a significant impact on VMT:

- For residential projects, a VMT impact would be considered significant if its home-based VMT per resident is greater than 85-percent of the Alameda County average home-based VMT per resident.
- For land use plans, a VMT impact would be considered significant if it's total VMT per service population is greater than 85-percent below the Alameda County average total VMT per service population.

The significance threshold used in the Pleasanton HEU and EIR, and for this study is summarized below.

Pleasanton Housing Element Update

The Pleasanton HEU and EIR utilized the Alameda County Transportation Commission (Alameda CTC) Travel Model to establish baseline VMT per resident and total VMT per service population and thresholds, summarized in **Table 1**, below.

Table 1: City of Pleasanton Housing Element EIR 2040 VMT and Thresholds Summary

VMT Area	Baseline (2020) VMT		Cumulative (2040) VMT		Threshold of Significance (85% of Alameda County 2040 Average)	
	Home-Based VMT per Resident	Home-Based VMT per Service Population	Home-Based VMT per Resident	Home-Based VMT per Service Population	Home-Based VMT per Resident	Home-Based VMT per Service Population
Alameda County	19.4	26.6	17.6	25.9	15.0	22.0

Source: City of Pleasanton, Housing Element Update EIR (October 2022)

As described in **Table 1** above, the Pleasanton HEU EIR utilizes the following thresholds of significance:

- A project would result in an impact if the home-based VMT per resident exceeds 15.0.
- A HEU would result in an impact if the home-based VMT per service population exceeds 22.0.

Table 2 summarizes the VMT per resident and VMT per service population findings from the HEU EIR.



Table 2: City of Pleasanton Housing Element EIR 2040 VMT Findings

VMT Area	Cumulative (2040) VMT		Exceeds Significance Threshold?	
	Home-Based VMT per Resident	Home-Based VMT per Service Population	Home-Based VMT per Resident > 15.0?	Home-Based VMT per Service Population > 22.0?
Alameda County	17.8	26.0	n/a	n/a
Pleasanton HEU Sites	22.3	30.5	Yes	Yes
Site 22-Merritt	31.6	n/a ¹	Yes	n/a

Notes:

1. The home-based VMT per service population was not provided for individual sites.

Source: City of Pleasanton, Housing Element Update EIR (October 2022)

As shown in **Table 2**, the HEU EIR concluded that VMT from the HEU would result in a significant and unavoidable impact as the HEU would result in a home-based VMT per resident of 22.3 and a total VMT per service population of 30.5, which exceeds the significance thresholds of 15.0 and 22.0, respectively. The HEU also denotes that the Merritt Residential site, Site 22, would result in a home-based VMT per resident of 31.6, which exceeds the 15.0 VMT per resident threshold.

Project Analysis

Given the Project's inclusion of age-restricted homes, additional data sources were used to analyze the Project's VMT. The methods described below are consistent with the methods used in the HEU EIR; however, pull from local data sources that recognize its unique features.

Trip Generation

Trip generation refers to the process of estimating the amount of vehicular traffic a project might add to the local roadway network. Fehr & Peers compared two sources of trip generation for this project: the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*, and local data from a comparable age restricted community in Pleasanton.

Fehr & Peers retained a traffic data collection firm in April 2019 to document the number of vehicles entering and exiting The Village at Ironwood over a three-day period in April 2019. The Village at Ironwood was chosen as a similar site to the project site, as it is located in Pleasanton and is also an active adult 55 and over community. Data was collected on Bradford Way, just east of Ironwood Drive.

This location is the only vehicle access point to the neighborhood. There are no other services provided within the neighborhood or other uses accessed from this roadway that would generate external traffic or reduce a resident's need for external travel.



The weekday data was compiled on a daily basis. On average, the 112 homes in the neighborhood generate approximately 450 weekday daily trips, resulting in an average daily trip rate of 4.02 daily trips per household. **Table 3** compares the local trip generation rate with the ITE *Trip General Manual, 11th Edition* trip rates.

Table 3: Weekday Daily Trip Generation Comparison

Source	Daily Trip Rate
ITE Trip Rates for Active Adult Detached Home ¹	4.31
ITE Trip Rates for Active Adult Attached Home ²	3.24
ITE Trip Rates for Traditional Single-Family ³	9.43
Trip Rate for The Village at Ironwood (Detached Homes) ⁴	4.02

Notes:

1. ITE *Trip Generation Manual, 11th Edition*, Land Use Code 251
2. ITE *Trip Generation Manual, 11th Edition*, Land Use Code 252
3. ITE *Trip Generation Manual, 11th Edition*, Land Use Code 210
4. Fehr & Peers local data collection (2019)

The project consists of both detached (95 units) and attached (16 units) homes, while The Village at Ironwood consists of only detached homes. The trip generation data shows that ITE rates for the active adult detached home have a slightly higher daily trip generation per household than observed at The Village at Ironwood. For the purposes of this assessment, the trip rates from The Villages of Ironwood were used instead of ITE rates since this provides a locally appropriate rate.

Project Trip Length

To determine the Project’s average trip length, the Alameda CTC Model was reviewed to understand the average household VMT per capita for the residential neighborhood adjacent to the Project site. The Alameda CTC model reports that the adjacent residential neighborhood results in a daily VMT per capita of 30.4. The United States Census Bureau estimates that there are 2.81 persons per household in the City of Pleasanton, therefore, the adjacent residential neighborhood results in a daily VMT of 85.4 per household. Using the daily trip generation rate for a single family residential unit summarized in **Table 3**, the average trip length is 9.1.

For comparison purposes, Streetlight data, anonymized and aggregated location data from Global Positioning Systems (GPS) and mobile devices, was pulled to estimate the average trip length for local sites containing single family residential uses and those containing age restricted housing. Similar to the trip generation assessment, Streetlight data was collected from The Village at Ironwood and a single-family home community, adjacent to Ironwood, without age restrictions. **Table 4** summarizes the average trip length results.



Table 4: Streetlight Data Average Trip Length

Location	Average Trip Length
The Village at Ironwood	10.4
Single Family Homes	10.0

Source: Streetlight (2019)

As shown in **Table 4**, the average estimated trip length for age-restricted homes and single family homes are similar. Additionally, the Streetlight average trip length is similar to the average trip length estimated in the Alameda CTC model. For purposes of this assessment, the average trip length from the Alameda CTC model was used.

VMT Analysis Results

To assess VMT per capita for a project, the average number of trips per household per day was multiplied by the average length and divided by the average number of people per household. **Table 5** documents the Project VMT calculations which results in a VMT per resident of 19.6.

Table 5: Project VMT Calculations

Project VMT	
Average Number of Trips per Household ¹	4.02
Average Trip Length ²	9.1
Residents per Household ³	1.87
Project VMT per Resident	19.6

1. Average trip rate for The Village at Ironwood (Detached Homes).
2. Average trip length from the Alameda CTC Model for single family homes adjacent to the Project site.
3. Number of residents per household based on Rossmoor, which is an active adult 55+ community located in Walnut Creek, CA. U.S. Census Bureau (2019). American Community Survey 5-year estimates. Retrieved from Census Reporter Profile page for 94595, <http://censusreporter.org/profiles/86000US94595-94595/>

Comparison to HEU EIR Findings

As described in **Table 1**, the HEU EIR had a threshold of 15.0 VMT per resident. **Table 2** denotes that the HEU would result in 22.3 VMT per resident and the Project site (Site 22-Merritt) would result in 31.6 VMT per resident. As shown above, the Project results in 19.6 VMT per resident compared to the estimated 31.6 VMT per resident in the HEU EIR. The Project VMT remains above the significance threshold of 15.0 VMT per resident; however, is well below the estimated HEU EIR VMT per resident for the site. Therefore, the Project would not result in any new significant impacts beyond those identified in the HEU EIR, nor would it result in a substantial increase in the severity of a significant impact.



The HEU EIR identifies Mitigation Measure (MM) TRANS-2, which requires individual housing projects to provide a quantitative VMT analysis. Projects that exceed the threshold are required to include VMT reduction measures including implementation of a Transportation Demand Management (TDM) program or physical improvements that reduce VMT.

Project VMT Reductions

TDM refers to strategies that motivate alternatives to automobile travel, either through positive incentives for walking, biking, and transit, or through adding additional costs to automobile use at the project site. Fehr & Peers developed the TDM+ tool that estimates a percent reduction in VMT due to a single TDM strategy as well as the combination of multiple TDM strategies. TDM+ incorporates the effects of numerous land use and design strategies as well as various travel incentives and disincentives. The VMT reductions applied in TDM+ are based on strategies identified in the Handbook for Analyzing GHG Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity, California Air Pollution Control Officers Association (CAPCOA), August 2021.¹

The TDM+ tool was used to analyze the Project's VMT reduction potential in a suburban residential environment. The TDM measures included are based on the Project's description and include affordable housing and improvements to the pedestrian and bicycle network. Additional TDM measures such as providing community-based travel planning or providing car-share or bikeshare programs, may also be considered at the owner's discretion.

The Project includes 18 affordable deed restricted units, which accounts for 16-percent of the Project site. Research from CAPCOA shows that integrating affordable or below market rate housing could result in a VMT reduction of up to 28.6-percent. The Project also proposes to improve the existing pedestrian and bicycle network by completing the gap along the Marilyn Murphy Kane Trail Northwestern Connection-Trail H to Foothill High School by continuing the trail on the Project's eastern and northern frontage. Additionally, the Project will modify approximately 2,600 feet of Foothill Road between south of Foothill Knolls Road and north of Muirwood Drive. The modifications include connecting the existing bicycle facilities by constructing a Class II buffered bike lane between Foothill Knolls Road and Muirwood Drive, and constructing a continuous sidewalk on the north side of Foothill Road just north of Puri Court to Muirwood Drive. The proposed sidewalks are six-feet wide and include a six-foot landscape buffer between the sidewalk and Class II buffered bike lanes. CAPCOA denotes that providing pedestrian and bicycle network improvements could yield VMT reductions of up to 7.2-percent.

Given the site's characteristics and proposed improvements, the Project would yield a VMT reduction of up to 5.2-percent. Therefore, the Project VMT per resident would decrease to 18.5.

¹ This report is a resource for local agencies to quantify the benefit, in terms of reduced travel demand, of implementing various TDM strategies.



With implementation of these measures, the Project would continue to exceed the VMT per resident threshold; however, conclusions remain consistent with those presented in the HEU EIR.

Conclusions

The HEU EIR concluded that the HEU would result in a VMT per resident of 22.3 and the Project site (Site 22 – Merritt) would result in a VMT per resident of 31.6, which exceeds the 15.0 VMT per resident significance threshold. Therefore, the HEU EIR concludes that the HEU and the project site would result in a significant impact.

The Project is estimated to generate 19.6 VMT per resident, which exceeds the 15.0 VMT per resident threshold identified in the HEU EIR but is well below the 31.6 VMT per resident estimated in the HEU EIR for the project site. Implementation of affordable housing and pedestrian and bicycle network improvements reduces the Project VMT by 5.2-percent resulting in a VMT per resident of 18.5. Although the Project continues to exceed the 15.0 VMT per resident threshold, the Project would not result in any new significant impacts beyond those identified in the HEU EIR, nor would it result in a substantial increase in the severity of a significant impact. Therefore, the Project VMT assessment complies with the criteria set forth in the HEU EIR.

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SECTION 9:

**Filing of Notice of Determination and Department of Fish and Wildlife
Environmental Document**



State of California - Department of Fish and Wildlife
2024 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/24) Previously DFG 753.5a

AC RECEIPT #: 3654531

RECEIPT NUMBER:
 01-08/21/2024-323
 STATE CLEARINGHOUSE NUMBER (If applicable)
 --

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY CITY OF PLEASANTON	LEAD AGENCY EMAIL	DATE 08/21/2024
COUNTY/STATE AGENCY OF FILING ALAMEDA	DOCUMENT NUMBER 24 - 323	

PROJECT TITLE
MERRITT PROPERTY RESIDENTIAL SUBDIVISION

PROJECT APPLICANT NAME ERIC LUCHINI	PROJECT APPLICANT EMAIL	PHONE NUMBER (925) 931-5612
PROJECT APPLICANT ADDRESS 200 OLD BERNAL AVENUE	CITY PLEASANTON	STATE CA
		ZIP CODE 94566

PROJECT APPLICANT (Check appropriate box)

Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report (EIR) \$4,051.25 \$ _____ 0.00
- Mitigated/Negative Declaration (MND)(ND) \$2,916.75 \$ _____ 0.00
- Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,377.25 \$ _____ 0.00
- Exempt from fee
 - Notice of Exemption (attach)
 - CDFW No Effect Determination (attach)
- Fee previously paid (attach previously issued cash receipt copy)
- Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ _____ 0.00
- County documentary handling fee \$ _____ 50.00
- Other \$ _____

PAYMENT METHOD:

Cash Credit Check Other

TOTAL RECEIVED \$ _____ 50.00

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE A.CAMACHO, DEPUTY CLERK
----------------	--

*ENVIRONMENTAL DECLARATION

(CALIFORNIA FISH AND GAME CODE SECTION 711.4)

CITY OF PLEASANTON
200 OLD BERNAL AVENUE
PLEASANTON, CA 94566

FOR COUNTY CLERK USE ONLY

ENDORSED
FILED
ALAMEDA COUNTY

AUG 21 2024

FILE NO: 24-323 MELISSA WILK, County Clerk
By [Signature] Deputy

CLASSIFICATION OF ENVIRONMENTAL DOCUMENT:

(PLEASE MARK ONLY ONE CLASSIFICATION)

1. NOTICE OF EXEMPTION / STATEMENT OF EXEMPTION

A - STATUTORILY OR CATEGORICALLY EXEMPT

\$ 50.00 - COUNTY CLERK HANDLING FEE

2. NOTICE OF DETERMINATION (NOD)

A - NEGATIVE DECLARATION (OR MITIGATED NEG. DEC.)

\$ 2,916.75 - STATE FILING FEE

\$ 50.00 - COUNTY CLERK HANDLING FEE

B - ENVIRONMENTAL IMPACT REPORT (EIR)

\$ 4,051.25 - STATE FILING FEE

\$ 50.00 - COUNTY CLERK HANDLING FEE

3. OTHER: _____

A COPY OF THIS FORM MUST BE COMPLETED AND SUBMITTED WITH EACH COPY OF AN ENVIRONMENTAL DECLARATION BEING FILED WITH THE ALAMEDA COUNTY CLERK.

BY MAIL FILINGS:

PLEASE INCLUDE FIVE (5) COPIES OF ALL NECESSARY DOCUMENTS AND TWO (2) SELF-ADDRESSED ENVELOPES.

IN PERSON FILINGS:

PLEASE INCLUDE FIVE (5) COPIES OF ALL NECESSARY DOCUMENTS AND ONE (1) SELF-ADDRESSED ENVELOPES.

ALL APPLICABLE FEES MUST BE PAID AT THE TIME OF FILING.

FEES ARE EFFECTIVE JANUARY 1, 2024

MAKE CHECKS PAYABLE TO: ALAMEDA COUNTY CLERK

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Alameda
1106 Madison St.
Oakland, CA 94607

From: (Public Agency): City of Pleasanton
200 Old Bernal Ave., P.O. Box 520
Pleasanton, CA 94566

(Address)

ENDORSED
FILED
ALAMEDA COUNTY

AUG 21 2024

Project Title: Merritt Property Residential Subdivision

Project Applicant: Foothill Boulevard Holding Company, LLC

MELISSA WILK, County Clerk

By [Signature] Deputy

Project Location - Specific:

4131 & 4141 Foothill Road, APNs 941-0950-003-11 & 941-0950-003-12

Project Location - City: To be Annexed to Pleasanton Project Location - County: Alameda

Description of Nature, Purpose and Beneficiaries of Project:

111-lot age-restricted residential subdivision, with 92 single family detached homes, 18 affordable courtyard detached and duet homes, one existing single family home and related on-site and off-site improvements. Purpose is to implement the City's housing element. Applicant is beneficiary. On 7/16/24, the City approved annexation, a vesting tentative map, and an affordable housing agreement. On 8/20/24, the City enacted a Planned Unit Development ordinance and an ordinance approving a Development Agreement.

Name of Public Agency Approving Project: City of Pleasanton

Name of Person or Agency Carrying Out Project: Applicant

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption. State type and section number: See below
Statutory Exemptions. State code number: See below

Reasons why project is exempt:

Pursuant to PRC 21083.3 and Guideline 15183, the project is exempt. The City found, with respect to the City of Pleasanton Housing Element Update Final Environmental Impact Report (FEIR): 1. There are no new significant effects peculiar to the proposed project or its site. 2. There are no new significant effects that were not previously evaluated in the FEIR. 3. There are no new significant off-site or cumulative impacts that were not analyzed in the FEIR. 4. There are no adverse impacts that are more severe than those previously identified in the FEIR. 5. The project is consistent with development density and all other applicable provisions of both the General Plan as amended by the Housing Element Update for which the FEIR was prepared, and the zoning applicable to the project site as amended by the rezonings for which the FEIR was prepared. 6. Mitigation Measures AIR-1a, AIR-1b, GEO-6, BIO-1, HAZ-2, NOI-1 and TRANS-2 from the FEIR are applicable to the project. These measures are feasible and have been or are required to be implemented.

Lead Agency
Contact Person: Eric Luchini Area Code/Telephone/Extension: 925-931-5612

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: [Signature] Date: 8/21/24 Title: Senior Planner

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

SECTION 10:

List of Current Land Owners and Consent to Annexation

**Merritt Annexation
City of Pleasanton
Alameda County, California**

List of Current Land Owners

Land Owner

James E. Merritt and Margaret M. Merritt
Trustees of the James E. Merritt and Margaret M. Merritt Living Trust
As James E. Merritt's Separate property
4141 Foothill Road
Pleasanton, CA 94566
APN 941-0950-03-1
e-mail: jmerritt49@gmail.com

Land Owner

Merritt Farms, Inc. a California Corporation
c/o James E. Merritt
4141 Foothill Road
Pleasanton, CA 94566
APN 941-0950-03-12
e-mail: jmerritt49@gmail.com

Land Owner

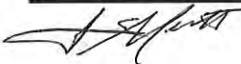
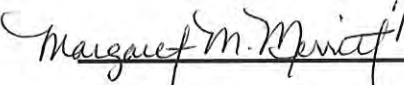
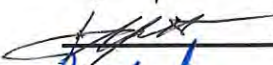


Foothill Boulevard Holding Company, LLC
c/o James B. Summers
11555 Dublin Blvd
Dublin, CA 94568
APN 941-0950-03-3
APN 941-0950-03-11
e-mail: jsummers@desilvagroup.com

LANDOWNER CONSENT TO ANNEX

The undersigned landowner(s), by their signature(s) hereon, consent to the proposed annexation of property and stipulate as follows:

1. The proposal is made, and it is requested that proceedings be taken, pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code.
2. This proposal is an annexation to the City of Pleasanton, Alameda County, California
3. A description of the boundaries and a map of the affected territory are set forth in the application packet.
4. The proposal is consistent with the Spheres of Influence of the subject city and districts.
5. This consent is signed as landowner(s).
6. The person(s) signing this form will receive copies of the LAFCO notice of hearing(s) and the Executive Officer's Report on this proposal at the addresses shown:

Wherefore, landowner(s) herewith affix signatures as follows:

Signature and date	Print and sign Name	Identification*
 13 JAN 25	James E. Merritt	APN 941-0950-03-1
 1/13/25	Margaret M. Merritt	
 13 JAN 25	James E. Merritt	APN 941-0950-03-12
 1/13/2025	James B. Summers	APN 941-0950-03-3
 1/13/2025	James B. Summers	APN 941-0950-03-11

* For landowners, please include identification of the subject property along with contact information (i.e., mailing address, email).

Reference: Government Code Section 56700

SECTION 11:

**Excel Spreadsheet for Affected Property Owners and Registered
Voters within 300 feet with Mailing Addresses**

APN	OWNER / OCCUPANT	ADDRESS	CITY	STATE	ZIP
941-2100-2-7	Occupant	3984 Foothill Rd	Pleasanton	CA	94588-9725
941-2100-2-7	3984 Foothill Road Llc	Po Box 5050	Livermore	CA	94551-5050
941-2101-1	Occupant	4002 Equus Ct	Pleasanton	CA	94588
941-2101-1	1400 Foothill Llc	7756 Country Ln	Pleasanton	CA	94566-9745
941-210-11	Occupant	7145 Dublin Blvd	Dublin	CA	94568-2425
941-210-11	Mcdonalds Corporation	2268 Camino Ramon	San Ramon	CA	94583-1353
941-2101-2	Occupant	4018 Equus Ct	Pleasanton	CA	94588
941-2101-2	1400 Foothill Llc	7756 Country Ln	Pleasanton	CA	94566-9745
941-210-12	Alameda County Fld Control	399 Elmhurst St	Hayward	CA	94544-1307
941-2101-3	Occupant	4034 Equus Ct	Pleasanton	CA	94588
941-2101-3	1400 Foothill Llc	7756 Country Ln	Pleasanton	CA	94566-9745
941-2101-4	1400 Foothill Llc	7756 Country Ln	Pleasanton	CA	94566-9745
941-210-14	Occupant	7111 Village Pkwy	Dublin	CA	94568-2409
941-210-14	Kalamal Llc	19141 Edwin Markham Dr	Castro Valley	CA	94552-5055
941-210-1-4	Occupant	7400 Amador Valley Blvd	Dublin	CA	94568-2420
941-210-1-4	Precious Rental Llc	34194 Donahue Ter	Fremont	CA	94555-3820
941-2101-5	Occupant	4003 Equus Ct	Pleasanton	CA	94588
941-2101-5	1400 Foothill Llc	7756 Country Ln	Pleasanton	CA	94566-9745
941-210-15	Occupant	7065 Village Pkwy	Dublin	CA	94568-2407
941-210-15	Jessco Ltd	373 Village Sq	Orinda	CA	94563-2505
941-210-1-5	Occupant	7410 Amador Valley Blvd	Dublin	CA	94568-2493
941-210-1-5	7410 Amador Valley Ca Llc	7203 Emami Dr	San Jose	CA	95120-3406
941-2101-6	Occupant	4019 Equus Ct	Pleasanton	CA	94588
941-2101-6	1400 Foothill Llc	7756 Country Ln	Pleasanton	CA	94566-9745
941-210-1-6	County Of Alameda	1221 Oak St Ste 536	Oakland	CA	94612-4224
941-210-16-1	City Of Dublin	100 Civic Plz	Dublin	CA	94568-2658
941-210-16-2	Occupant	7033 Village Pkwy	Dublin	CA	94568-2453
941-210-16-2	Corespace Lp	6400 Village Pkwy Ste 105	Dublin	CA	94568-3007
941-2101-7	Occupant	4035 Equus Ct	Pleasanton	CA	94588
941-2101-7	1400 Foothill Llc	7756 Country Ln	Pleasanton	CA	94566-9745
941-210-1-7	Occupant	7194 Village Pkwy	Dublin	CA	94568-2410
941-210-1-7	Kim Paul H Tr	Po Box 9037	Pleasanton	CA	94566-9037
941-2101-8	1400 Foothill Llc	7756 Country Ln	Pleasanton	CA	94566-9745
941-210-18	Occupant	6937 Village Pkwy	Dublin	CA	94568-2412
941-210-18	Brackney & Heitzmann Ptp	1602 Clearbrook Dr Se	Lacey	WA	98503-2830
941-2101-9	1400 Foothill Llc	7756 Country Ln	Pleasanton	CA	94566-9745
941-210-19	Occupant	6891 Village Pkwy	Dublin	CA	94568-2403
941-210-19	Jay & Linda Rawitzer	22454 Bridgewood Ln	Palo Cedro	CA	96073
941-2766-1	Jesse Dashe & Danielle Panelli	7959 Foothill Knolls Dr	Pleasanton	CA	94588-8225
941-2766-2	Derek & Tanya Perez	7965 Foothill Knolls Dr	Pleasanton	CA	94588-8225
941-2766-24	Kevin & Heather Yamashita	7960 Foothill Knolls Dr	Pleasanton	CA	94588-8226
941-2766-25	Alan & Leevon Lieberman	7954 Foothill Knolls Dr	Pleasanton	CA	94588-8226
941-2766-26	Stephanie & Sonja Kurhanewic	7948 Foothill Knolls Dr	Pleasanton	CA	94588-8226
941-2766-27	Jessica Fox	3392 Prairie Dr	Pleasanton	CA	94588-8228
941-2766-3	The Tram Till Hue Nguyen Liv	7971 Foothill Knolls Dr	Pleasanton	CA	94588-8225
941-2766-38	Steven & Dina Tashima	3 Puri Ct	Pleasanton	CA	94588-4820

941-2766-39	Earl & Maria Holloway	4 Puri Ct	Pleasanton	CA	94588-4820
941-2766-4	Julio & Amy Zuverza	7977 Foothill Knolls Dr	Pleasanton	CA	94588-8225
941-2766-40	Tao Wang & Hong Chen	2 Puri Ct	Pleasanton	CA	94588-4820
941-2766-41	Rennie & Diane Bowers	3901 Foothill Rd	Pleasanton	CA	94588-9723
941-2766-43	Pingping He & Chenxu Jia	3881 Foothill Rd	Pleasanton	CA	94588-9721
941-2766-44	Veena Pun Trust	1 Puri Ct	Pleasanton	CA	94588-4820
941-2767-1	Occupant	7801 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-2767-1	City Of Pleasanton	Po Box 520	Pleasanton	CA	94566-0802
941-2767-10	Robert & Sharon Santos	7857 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-2767-11	Gregory Hartrell & Clara Jeron	7863 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-2767-12	Shane Harrah & Ning Xiao	7869 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-2767-13	Occupant	7941 Foothill Knolls Dr	Pleasanton	CA	94588-8225
941-2767-13	Alaka & Vijith Konda	3911 Fairlands Dr	Pleasanton	CA	94588-3422
941-2767-14	Pedro & Julie Moretti	7947 Foothill Knolls Dr	Pleasanton	CA	94588-8225
941-2767-15	Ronald & Virginia Carpenter	7953 Foothill Knolls Dr	Pleasanton	CA	94588-8225
941-2767-16	Eric & Marlene Hisaka	7840 Foothill Knolls Dr	Pleasanton	CA	94588-8224
941-2767-17	Perry & Annette Fotos	7844 Foothill Knolls Dr	Pleasanton	CA	94588-8224
941-2767-18	Cary & Joelle Mcconlogue	7848 Foothill Knolls Dr	Pleasanton	CA	94588-8224
941-2767-19	Sameer Nigade & Kiriti Dalvi	7852 Foothill Knolls Dr	Pleasanton	CA	94588-8224
941-2767-2	Jason & Tara Wescott	7809 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-2767-20	Bruce & Stephanie Goodwin	3377 Prairie Dr	Pleasanton	CA	94588-8232
941-2767-3	James & Kelly Sandler	7815 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-2767-31	Emmanuel & Serena Caluya	3354 Marsh Hawk Ct	Pleasanton	CA	94588-8229
941-2767-32	Christian & Jamie Ortiz	3361 Marsh Hawk Ct	Pleasanton	CA	94588-8229
941-2767-38	Jigish Trivedi & Garima Dixit	7812 Foothill Knolls Dr	Pleasanton	CA	94588-8222
941-2767-39	Juntao Deng & Yunpeng Gao	7816 Foothill Knolls Dr	Pleasanton	CA	94588-8222
941-2767-4	Tiep Dang & Khiem Do	7821 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-2767-40	Ronald & Linda Telles	7820 Foothill Knolls Dr	Pleasanton	CA	94588-8222
941-2767-41	Bendeck & Janette Peterson	7824 Foothill Knolls Dr	Pleasanton	CA	94588-8222
941-2767-42	Gerard & Christa Greiner	7828 Foothill Knolls Dr	Pleasanton	CA	94588-8222
941-2767-43	Grant Shirk & Valerie Shrik	7832 Foothill Knolls Dr	Pleasanton	CA	94588-8222
941-2767-44	David & Swathi Twaddell	7836 Foothill Knolls Dr	Pleasanton	CA	94588-8222
941-2767-5	Bhavin & Sonali Acharya	7827 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-2767-6	Payam Nia & Nastaran Ghadar	7833 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-2767-7	Tobias & Sarita Wheeler	7839 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-2767-8	John Hall li & Patricia Hall	7845 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-2767-9	John & Judith Phillips	7851 Foothill Knolls Dr	Pleasanton	CA	94588-8223
941-940-10	The Richard W And Linda L Mo	4060 Fallwood Ct	Pleasanton	CA	94588-4816
941-940-11	Chong Tan & Zhenyuan Liu	4034 Fallwood Ct	Pleasanton	CA	94588-4816
941-940-12	John Miller & Analeah Oneill	4009 Fallwood Ct	Pleasanton	CA	94588-4816
941-940-13	Bryan & Kim Payne	4037 Fallwood Ct	Pleasanton	CA	94588-4816
941-940-14	Jie Yin	4063 Fallwood Ct	Pleasanton	CA	94588-4816
941-940-15	Garry & Gwen Drummond	4089 Fallwood Ct	Pleasanton	CA	94588-4816
941-940-16	Thomas & Catherine Wieland	3994 Fernwood Way	Pleasanton	CA	94588-4817
941-940-17	Saumil Lokhandwala	3972 Fernwood Way	Pleasanton	CA	94588-4817
941-940-18	Robert C Madsen Revocable Tr	3950 Fernwood Way	Pleasanton	CA	94588-4817
941-940-19	Strahl Sara F Tr	3928 Fernwood Way	Pleasanton	CA	94588-4817

941-940-2	Jock & Connie Denny	4084 Alderwood Ct	Pleasanton	CA	94588-4804
941-940-21	Quentin Bammer & Bammer F	4119 Creekwood Ct	Pleasanton	CA	94588-4835
941-940-22	Gary & Elizabeth Ross	4145 Creekwood Ct	Pleasanton	CA	94588-4835
941-940-23	Sonal Chandrasekharan & Aru	4181 Creekwood Ct	Pleasanton	CA	94588-4835
941-940-24	Michael Brown & Brown Trust	4184 Creekwood Ct	Pleasanton	CA	94588-4835
941-940-25	Rimma Sherman & Igor Polovi	4150 Creekwood Ct	Pleasanton	CA	94588-4835
941-940-26	Yang Wei & Lin Wang	4116 Creekwood Ct	Pleasanton	CA	94588-4835
941-940-27	William & Cheryl Peterson	4012 Fernwood Ct	Pleasanton	CA	94588-4837
941-940-28	Francisco & Victorina Santos	4040 Fernwood Ct	Pleasanton	CA	94588-4837
941-940-29	Bryan & Donthia Colteaux	4064 Fernwood Ct	Pleasanton	CA	94588-4837
941-940-33-1	Lewis & Beryl Johnson	4058 Alderwood Ct	Pleasanton	CA	94588-4804
941-941-1	Brenda & Richard Balletto	3931 Fernwood Way	Pleasanton	CA	94588-4817
941-941-10	Occupant	3961 Redwood Ct	Pleasanton	CA	94588-4853
941-941-10	Garcia Carolyn M Tr	Po Box 43	Sunol	CA	94586-0043
941-941-11	Bryan & Carolyn Craven	3755 Muirwood Dr	Pleasanton	CA	94588-4825
941-941-12	Mahsa & Daniel Mariscal	3763 Muirwood Dr	Pleasanton	CA	94588-4825
941-941-13	Occupant	3771 Muirwood Dr	Pleasanton	CA	94588-4825
941-941-13	Nitin & Manisha Shingate	1342 W Lagoon Rd	Pleasanton	CA	94566-3437
941-941-14	Aya & Daan Runderkamp	3866 Northwood Ct	Pleasanton	CA	94588-4839
941-941-15	David & Annette Maduell	3840 Northwood Ct	Pleasanton	CA	94588-4839
941-941-16	Thomas & Yung Yi	3815 Northwood Ct	Pleasanton	CA	94588-4839
941-941-17	Timothy & Robin Neal	3843 Northwood Ct	Pleasanton	CA	94588-4839
941-941-18	Occupant	3869 Northwood Ct	Pleasanton	CA	94588-4839
941-941-18	Nicholas & Esther Baran	5214 Diamond Heights Blv	San Francisco	CA	94131-2118
941-941-19	Shawn Leetch & Kathryn Pared	3895 Northwood Ct	Pleasanton	CA	94588-4839
941-941-2	Zhuo Wang & He Huang	3953 Fernwood Way	Pleasanton	CA	94588-4817
941-941-20	John & Sandra Villalobos	3790 Eastwood Way	Pleasanton	CA	94588-4815
941-941-21	Amarnath & Nidhi Purohit	3768 Eastwood Way	Pleasanton	CA	94588-4815
941-941-22	Douglas & Tanya Merryman	3746 Eastwood Way	Pleasanton	CA	94588-4815
941-941-23	Occupant	3724 Eastwood Way	Pleasanton	CA	94588-4815
941-941-23	John & Merl Berggren	399 Hiawatha Way	Melbourne Be	FL	32951-3538
941-941-3	Terry & Carolyn Baranouskas	3975 Fernwood Way	Pleasanton	CA	94588-4817
941-941-4	Jair Kai Y & Hannah Trs	3997 Fernwood Way	Pleasanton	CA	94588-4817
941-941-5	Occupant	3990 Redwood Ct	Pleasanton	CA	94588-4853
941-941-5	Ronald & Mariella Walsworth	805 Ridgepointe Ct	San Ramon	CA	94582-5640
941-941-6	Occupant	3964 Redwood Ct	Pleasanton	CA	94588-4853
941-941-6	David & Marcia Block	647 Junipero St	Pleasanton	CA	94566-7825
941-941-7	James & Laurice Hutchinson	3938 Redwood Ct	Pleasanton	CA	94588-4853
941-941-8	Patrick & Jennifer Byrne	3912 Redwood Ct	Pleasanton	CA	94588-4853
941-941-9	Timothy & Cynthia Tuttle	3935 Redwood Ct	Pleasanton	CA	94588-4853
941-942-1	Russell & Amy Johnson	3803 Muirwood Dr	Pleasanton	CA	94588-4827
941-942-10	John Hartwell	7308 Lemonwood Way	Pleasanton	CA	94588-4880
941-942-100	Sudheer & Hima Bomminayun	7340 Elmwood Cir	Pleasanton	CA	94588-4879
941-942-101	Gregory Cestra	7346 Elmwood Cir	Pleasanton	CA	94588-4879
941-942-102-1	Gary Chiu & Serene Feng	7352 Elmwood Cir	Pleasanton	CA	94588-4879
941-942-103-1	Daniel Straface & Kari Sides	7310 Elmwood Cir	Pleasanton	CA	94588-4879
941-942-104	Heeseok Kim & Mi Hong	7316 Elmwood Cir	Pleasanton	CA	94588-4879

941-942-105	Gang Chen	7322 Elmwood Cir	Pleasanton	CA	94588-4879
941-942-106	Dai Tieu & Linda Le	7328 Elmwood Cir	Pleasanton	CA	94588-4879
941-942-107-1	Eddie & Kyoko Azuma	7319 Elmwood Cir	Pleasanton	CA	94588-4883
941-942-108	Occupant	7325 Elmwood Cir	Pleasanton	CA	94588-4883
941-942-108	Alex Hsiao & Mei Huang	295 Boothbay Ave	Foster City	CA	94404-3509
941-942-109	Ajay Sabat & Anushree Padhi	7331 Elmwood Cir	Pleasanton	CA	94588-4883
941-942-11	Leandre Dansereau & The Dan	7309 Ashwood Ct	Pleasanton	CA	94588-4806
941-942-110	Walter & Marilyn Easter	7337 Elmwood Cir	Pleasanton	CA	94588-4883
941-942-111	Chenyu Wang	7343 Elmwood Cir	Pleasanton	CA	94588-4883
941-942-112-1	Juliette Fisher	7349 Elmwood Cir	Pleasanton	CA	94588-4883
941-942-113-2	Jack & Pamela Carleton	7379 Lemonwood Way	Pleasanton	CA	94588-4881
941-942-114	Chiu Tang & Amy Lee	7367 Lemonwood Way	Pleasanton	CA	94588-4881
941-942-115	Prakash Krishnamoorthy & Ge	7355 Lemonwood Way	Pleasanton	CA	94588-4881
941-942-116	Kelly & Linda Randall	7343 Lemonwood Way	Pleasanton	CA	94588-4881
941-942-117	Occupant	7331 Lemonwood Way	Pleasanton	CA	94588-4881
941-942-117	Rodney & Patricia Wolcott	10045 Keysborough Dr	Las Vegas	NV	89134-7549
941-942-118	Cheryl & Steven Wilske	7319 Lemonwood Way	Pleasanton	CA	94588-4881
941-942-119-1	Amina Naqvi & Amir Kazmi	7307 Lemonwood Way	Pleasanton	CA	94588-4881
941-942-12	Kathryn Helen Nicholls Trust	7331 Ashwood Ct	Pleasanton	CA	94588-4806
941-942-120-1	City Of Pleasanton	200 Bernal Ave	Pleasanton	CA	94566
941-942-120-8	State Of California Dept Of Tra	Po Box 19560	Irvine	CA	92623-9560
941-942-13	Andres Ospina & Cristina Marc	7353 Ashwood Ct	Pleasanton	CA	94588-4806
941-942-14	Teresa Johnson & Annette Bla	7375 Ashwood Ct	Pleasanton	CA	94588-4806
941-942-15	Sandra Kenny & The Kenny Liv	7394 Ashwood Ct	Pleasanton	CA	94588-4806
941-942-16	Occupant	7372 Ashwood Ct	Pleasanton	CA	94588-4806
941-942-16	Annette Blandford & Teresa Jo	7375 Ashwood Ct	Pleasanton	CA	94588-4806
941-942-17	Yongjik Kim & Eunjung Cho	7350 Ashwood Ct	Pleasanton	CA	94588-4806
941-942-18	Craig & Susan Inouye	7328 Ashwood Ct	Pleasanton	CA	94588-4806
941-942-19	Anthony Fisher	7306 Ashwood Ct	Pleasanton	CA	94588-4806
941-942-2	Michael Austin & Bin Xu	3809 Muirwood Dr	Pleasanton	CA	94588-4827
941-942-20	Vijay Patibanda & Vasudha Na	3668 Ashwood Dr	Pleasanton	CA	94588-4808
941-942-21	Occupant	3660 Ashwood Dr	Pleasanton	CA	94588-4808
941-942-21	Patricia & Mary Schott	Po Box 1691	Manteca	CA	95336-1152
941-942-22	Jeffrey & Shelley Smurthwaite	3652 Ashwood Dr	Pleasanton	CA	94588-4808
941-942-23	Gertrude & Mark Shoop	3644 Ashwood Dr	Pleasanton	CA	94588-4808
941-942-24	Stephanie & Thomas Pellegrin	3636 Ashwood Dr	Pleasanton	CA	94588-4808
941-942-25	Jason & Blaire Krochak	3628 Ashwood Dr	Pleasanton	CA	94588-4808
941-942-26	Brian & Maria Soares	3620 Ashwood Dr	Pleasanton	CA	94588-4808
941-942-27	Wayne & Alicia Starron	3612 Ashwood Dr	Pleasanton	CA	94588-4808
941-942-28	Mark & Janyce Locher	3615 Ashwood Dr	Pleasanton	CA	94588-4807
941-942-29	The June A Thompson Trust	3623 Ashwood Dr	Pleasanton	CA	94588-4807
941-942-3	Mario F Borjon Living Trust	3813 Muirwood Dr	Pleasanton	CA	94588-4827
941-942-30	Vaibhav Gupta & Shikha Mahe	3631 Ashwood Dr	Pleasanton	CA	94588-4807
941-942-31	Greg & Milissa Bushner	3639 Ashwood Dr	Pleasanton	CA	94588-4807
941-942-32	Margaret & Ernest Shanks	3647 Ashwood Dr	Pleasanton	CA	94588-4807
941-942-33	Richard & Margarita Mcstay	3655 Ashwood Dr	Pleasanton	CA	94588-4807
941-942-34	Patricia & Edward Costa	3663 Ashwood Dr	Pleasanton	CA	94588-4807

941-942-35	Harish & Lavanya Reddy	3671 Ashwood Dr	Pleasanton	CA	94588-4807
941-942-36	Fernando & Kari Bongiorno	3679 Ashwood Dr	Pleasanton	CA	94588-4807
941-942-37	Ayman Dwidar & Heba Nossei	3687 Ashwood Dr	Pleasanton	CA	94588-4807
941-942-38	Amit & Neeta Baghel	3705 Ashwood Dr	Pleasanton	CA	94588-4809
941-942-39	Dolores Guzman & Charles Pat	3713 Ashwood Dr	Pleasanton	CA	94588-4809
941-942-40	Wilfredo & Novelyn Cabrales	3721 Ashwood Dr	Pleasanton	CA	94588-4809
941-942-41	Jennifer T Wang Revocable Tr	3729 Ashwood Dr	Pleasanton	CA	94588-4809
941-942-43	Thomas & Tamara Cortez	3745 Ashwood Dr	Pleasanton	CA	94588-4809
941-950-3-1	Occupant	4141 Foothill Rd	Pleasanton	CA	94588-9724
941-950-3-1	James & Margaret Merritt	Po Box 459	Pleasanton	CA	94566-0045
941-950-3-11	Foothill Blvd Holding Company	11555 Dublin Blvd	Dublin	CA	94568-2854
941-950-3-12	Merritt Farms Inc	Po Box 459	Pleasanton	CA	94566-0045
941-950-3-3	Occupant	4131 Foothill Rd	Pleasanton	CA	94588-9724
941-950-3-3	Foothill Blvd Holding Company	11555 Dublin Blvd	Dublin	CA	94568-2854
946-3400-31	Alameda County Fld Control	399 Elmhurst St	Hayward	CA	94544-1307

SECTION 12:

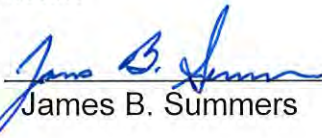
Indemnification Agreement

Exhibit H
Indemnification Agreement

As part of this application, applicant and real party in interest, if different, agree to defend, indemnify, hold harmless, and release the Alameda Local Agency Formation Commission, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void or annul the approval of this application or adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney's fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of, or in connection with the approval of this application, whether or not there is concurrent passive or active negligence on the part of the Alameda Local Agency Formation Commission, its agents, officers, attorneys, and employees.

Executed at Dublin, California on the 15th day of January 2025.

Applicant

By: 
James B. Summers

Title: Manager

Foothill Boulevard Holding Company, LLC

Mailing Address:
P.O. Box 2922
Dublin, CA 94568

REAL PARTY IN INTEREST
(If Different From Applicant)

By: _____

Title: _____

Mailing Address:

SECTION 13:

Financial Disclosure Statement

Exhibit C - Financial Disclosure Statement

Local Agency Formation Commission of Alameda County
FINANCIAL DISCLOSURE STATEMENT

Consistent with the requirements of the State of California Fair Political Practices Commission, each applicant or their agent must complete and submit this Statement of Disclosure form with any application that requires discretionary action by Alameda LAFCo (Government Code Section 84308 of the Political Reform Act).

Person is defined as: "Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, syndicate, this and any other county, city and county, city, municipality, district or other political subdivision, or any other group or combination acting as a unit."

1. List the names of all persons having any ownership interest in the property involved or any financial interest in the application.

Foothill Boulevard Holding Company, LLC

2. If any person identified pursuant to #1 is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

DeSilva 2022 irrevocable Trusts

Vigar 2020 Irrevocable Trusts

James B. Summers

3. If any person identified pursuant to #1 is a non-profit organization or a trust, list the names of any person serving as director of the non-profit organization or as trustee or beneficiary or trustor of the trust.

David E. DeSilva

Kathryn DeSilva Vigar

4. Has any person identified pursuant to #1 had \$250 or more worth of business transacted with any Commissioner or Alternate or Commission staff person within the past 12 months? Yes / No NO

If "Yes", please indicate person's name/s: _____

5. Has any person identified pursuant to #1, or his or her agent, contributed \$250 or more to any Commissioner or Alternate within the past 12 months?

Yes _____ No NO

If Yes, please indicate person(s) or agent(s) making contribution:

and name/s of Commissioner(s)/Alternate(s) receiving contribution:

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

James B. Summers/Manager, Foothill Boulevard Holding Company, LLC
Name/Title and Number of Application (Please print or type)

James B. Summers
Name of Applicant (Please print or type)


Signature of Applicant

1/30/2025
Date

Signature of Applicant

Date

Signature of Applicant

Date

Signature of Applicant

Date

SECTION 14:

Master Tax Agreement

SECTION 15:

Additional Items Required by LAFCo

- a. Plan to Provide Public Services**
- b. Will Serve Letters**

Plan to Provide Public Services
Merritt Property Reorganization

Annexation of Merritt Property to the
City of Pleasanton and Zone 7

January 7, 2025

Plan to Provide Public Services
Merritt Property Reorganization
Annexation of Merritt Property to the
City of Pleasanton and Zone 7

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Attachment

- Attachment A – Water Distribution System Capacity Master Plan, prepared by Akel Engineering Group, Inc., dated May 2024
- Attachment B – 2020 Urban Water Management Plan, prepared by West Yost, dated June 2021

Plan to Provide Public Services
Merritt Property Reorganization
Annexation of Merritt Property to the

City of Pleasanton and Zone 7

I. Introduction

This Plan for Providing Public Services (Plan) was prepared in conjunction with the proposed annexation of the Merritt Property to the City of Pleasanton and Zone 7. The Merritt Property consists of approximately 46± acres and it is located west of the City of Pleasanton boundary, east of Foothill Road. It is planned and pre-zoned for development of 111-lot residential subdivision, including an age-qualified community with 92 single family detached units, 18 affordable senior courtyard detached and duet homes, one existing single-family residence, and offsite improvements.

Subsequently, various studies, assessments and analysis for the Merritt Property Annexation Project (Project), including Hydraulic Analysis for Water, Sanitary Sewer Capacity Report were prepared and updated documenting the future project demands, available supplies, and adequacy to provide the water and wastewater services. Copies of such assessments, studies and analysis are included in the Exhibits sections and referenced in the applicable section below in this Plan.

Section II of this Plan describes the level and range of services that will be provided, as well as the financing method. Section III of the Plan describes the tentative project schedule. A table listing current and planned providers follows in Section IV of the Plan.

II. Description of Services

A. Water

The City's water supplies include purchased treated surface water from Alameda County's Zone 7 Water Agency. Surface water and ground water are conveyed to Zone 7's water treatment plant, treated, and then conveyed via the City's potable water distribution system.

The City's municipal water system consists of seven supply turnouts from Zone 7, twenty storage reservoirs, fourteen booster stations, 340 miles of domestic distribution mains, numerous fire hydrants, and eighteen pressure-reducing stations.

The City's water service area is currently divided into sixteen (16) pressure zones. The pressure zones are interconnected through pressure-reducing valves to allow the distribution of water throughout the City.

The project site is within the City of Pleasanton SOI and is currently within the City Service Area boundary. The annexation of the Project site will connect to City water service.

The City's groundwater supply has been very consistent through variable climate conditions according to the 2020 UWMP. There has been no change in groundwater levels reported by Zone 7 in the area as a result of the City's use of the groundwater basin. Zone 7 has implemented groundwater monitoring to evaluate groundwater level trends over time to ensure overdraft conditions do not occur.

Non potable water use is a component of the City's long term sustainable water supply strategy. While the City does not directly provide non-potable water supplies, the City has continued to use non-potable water supplies for appropriate designated uses within the City's service area and continue to add service connections to support developing irrigation uses where there is available supplies, and the use is economically feasible. However, recycled water is not proposed for the subject project since there is no available recycled water supply sources in the vicinity of the project and due to the high cost and economic infeasibility to extend the recycled water infrastructure to the project location.

As noted in Section I above, Water Service Assessments and City Urban Water Management Plans have been prepared and updated to address future water demands and available water supplies for the proposed project. In June 2021, a Water Supply Assessment (WSA) for the project was complete by West Yost based on the City's most recent 2020 Urban Water Management Plan (2020 UWMP). Based on the City's projected water supplies, as documented in the City's 2020 UWMP, the June 2021 WSA found the City had adequate water supplies to meet the projected water demand for the project.

As noted previously, the anticipated water supply shortfall during drought conditions is well within the City's ability to reduce demand and continue to provide available water supplies. Although the City is expected to have sufficient supplies to meet anticipated demand with or without a prolonged drought condition, the City has developed a water shortage contingency plan (WSCP) to address potential water shortage conditions and identify potential actions that the City could implement to reduce demands and ensure supply reliability. The WSCP is included in the 2020 UWMP, Attachment A, for reference.

In addition, the City has water waste prevention regulations, which are water use restrictions during times of water shortage that prohibit the following:

- Permitting water to flow onto a sidewalk, driveway or street, or escape down a gutter, ditch or other service drain.
- Failing to repair a controllable leak of water.
- Washing sidewalks, driveways, parking areas, tennis courts, patios, or other exterior paved areas except to alleviate a condition inimical to the public health or safety.
- The use of water for decorative fountains or pools, except for recirculating water systems approved for such use.
- Outside watering with City-furnished water results in excessive flooding or runoff into a gutter, drain, walkway, or sewer.
- Irrigation between 9 AM and 6 PM is prohibited, except for hand-watering.
- The application of potable water to outdoor landscapes during and up to 48 hours after measurable rainfall.
- The serving of drinking water, other than upon request, in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.

The 2020 UWMP, Chapter 9, "Demand Management Measures," has also identified additional measures the City could implement to further promote water conservation through metering efficient irrigation systems, conservation pricing, public outreach and rebate program, smart irrigation timer rebates, pool cover rebates, graywater rebates, as well as enforcement of building codes, Title 24, requirements for uses of water efficient plumbing fixtures. It is anticipated the subject project would follow the applicable water use restrictions and participate in water conservation program implemented by the City during drought conditions.

The project site area lies in the Lower Pressure Zone within the City service area. As noted previously, the pressure zones are interconnected and include water tanks, booster pump stations and pressure reducing valves. The proposed project would require design and construction of new water mains to loop and interconnect the new water system with the existing water lines in the vicinity and surrounding the project and deliver the required ranges of service pressures.

Depending on the final elevations of the final development, privately-maintained booster pumps would be added at designated residential lots to increase the service pressures being delivered to those lots to assure fire sprinkler systems will function correctly. Furthermore, new 8" or 10" water lines will be connected to the 6", 8", and 12" backbone water lines described above and extended thru the secondary collector roads and minor residential streets within specific neighborhoods to provide the required water services.

For the purpose of this application, the final design, details, and plans for the water line alignment have not yet been developed but will be prepared in conjunction with site improvement plan preparation after annexation process is complete as required by the

City for review prior to issuance of site construction permits. Such site-specific design and information will be specific to the project site plan development for purposes of water distribution within the proposed development and it will not change the availability and adequacy of water supplies or capacity for the proposed project. During entitlement, the water system was thoroughly evaluated by the City per the WSA, which identifies design solutions to enable the project to be served.

Method to Finance Service: The project sponsor will be responsible for financing the design and construction of the project's water supply infrastructure, including but not limited to water storage, reservoirs, pressure reducing or booster pump stations, water transmission or distribution mains. The project sponsor may also request the responsible share for design and construction of the required water infrastructures be financed through the formation of a Statewide/Community Infrastructure Program (SCIP). If the project sponsor requests the formation of a SCIP, the District's formation and financing mechanism shall be completed and approved by the City prior to the first single family unit occupancy (excluding models).

The project sponsor shall also pay the City of Pleasanton and Zone 7 fees for water services and meters for the single-family dwelling units. The fees will be paid prior to issuance of a building permit for each unit.

B. Sanitary Sewer

The City maintains and owns the local sewage collection system and is responsible for the collection and conveyance of wastewater to the Dublin San Ramon Sewer District (DSRSD) Wastewater Treatment Plant. DSRSD owns and operates the regional interceptors and wastewater treatment plant. The project site is located within the City sphere of influence but is not located within the City or DSRSD service area. The project site would need to be annexed to the City service area prior to receiving service. A City and a DSRSD will serve letter are included for reference.

The City of Pleasanton would be responsible for the wastewater collection system from the project site to the designated DSRSD regional wastewater conveyance facility. The regional conveyance facilities transport wastewater to the DSRSD WWTP located at Johnson Drive, Pleasanton. After secondary treatment, the effluent is discharged to the Livermore Amador Valley Water Management Agency (LAVWMA) effluent disposal facilities for conveyance and discharge to San Francisco Bay.

Based on the generation rate from the City of Pleasanton Master Plan of 160 gallons per day (gpd) for single-family developments, the proposed project is anticipated to generate approximately 17,760 gpd (0.018 MGD). These additions of influent to the WWTP would not exceed the permitted capacity of the WWTP. Therefore, the additional wastewater generated by the Merritt Property Project is not anticipated to exceed the WWTP's capacity.

The project's sanitary sewer system is comprised of a northerly and southerly system that would connect to an existing 15" sanitary sewer and an existing 8" sanitary sewer, respectively. Wastewater flow generated by the northerly portion of the development would be collected by local 8" sanitary sewers, then conveyed to the existing 15" sanitary sewer within Eastwood Way and Muirwood Drive. This existing 15" sanitary sewer then continues flowing north and eventually east towards the Highland Oaks sewer siphon and into the DSRSD's owned and operated WWTP. Wastewater flow generated by the southerly system would be collected by local 8" sanitary sewers, then connect to an existing 8" sanitary sewer running north-south on the easterly end of the project site. This existing 8" sanitary sewer then continues flowing south towards Foothill Knolls Road and Regency Drive, then crosses the I-680 to flow north to Lift Station 6 and into the DSRSD's owned and operated WWTP.

Results of the Woodard & Curran analysis indicate there is adequate capacity in the existing offsite sanitary sewers to serve the proposed project. Subsequently, the City issued a will serve letter attesting the project sponsor has satisfied the sewer capacity study requirement, as well as no capacity deficiencies within the City's existing sewage infrastructure at buildout condition. A copy of the Woodard & Curran 2024 study is included in Exhibit K at the end of this application for reference.

For the purpose of this application, the final site specific design, details and plans for the alignment, sizes, and locations has not been developed yet but will be prepared with the infrastructure construction drawings (Improvement Plans) with the City of Pleasanton after annexation process is complete as required by the City for review. Such site-specific design would not alter the anticipated connection points to the current City facilities as shown on the 2024 Woodard & Curran study or increase the post development sewer flows into the City facilities.

Method to Finance Service: The project sponsor will finance the design and construction of sanitary sewer facilities required by the City and pay the City of Pleasanton Sewer Connection Fees on each single dwelling unit, accessory dwelling unit. The per unit connection fee will be paid prior to issuance of each building permit by the City. A SCIP may be used to finance some of this infrastructure and/or fees.

C. Storm Drainage

The City of Pleasanton existing drainage system is comprised primarily of channelized creeks fed by surface runoff and underground storm drains. The City maintains the underground network within incorporated areas. Annual rainfall in the area is approximately 22 inches with nearly all the precipitation occurring between November and April, the winter rainy season. The Alameda County Flood Control and Water Conservation District, Zone 7 (Zone 7) is responsible for maintaining the flood control system within the incorporated area, maintains major channels and creeks over which they hold land rights, and is the Groundwater Sustainability Agency for the Livermore

Valley Groundwater Basin. The City Department of Public Works maintains road drainage systems.

The project site is a tributary to the Arroyo de la Laguna Watershed. The Arroyo de la Laguna Watershed drains southerly to Sunol Valley and joins Alameda Creek. Most runoff is conveyed by natural channels, except for storm drains located in developed areas and culverts under I-680.

The project site slopes to the southeast corner of the property where there is an existing storm drain facility that continues underneath I-680. There is also an existing open channel earthen ditch along the southern edge of the property. This channel carries offsite run-on drainage that flows from the hills west of Foothill Road, is captured and carried through the City storm drain system in Foothill Road and then enters the project site and said earthen channel via an existing drainage structure at the westerly end of the channel, located at the southern property line, adjacent to the Puri Court community.

Due to the offsite run-on drainage into the earthen channel, the westerly end of the channel (behind proposed lots 12 through 17) has become incised, and during large rain events overflows and consequently causes flooding to properties to the south. The City requires the final storm drain design of the project to mitigate the flooding of the earthen channel, which will be achieved by capturing the offsite run-on via proposed storm drain bypass system that will connect to the existing drainage structure in the southeast corner of the property.

The project site currently consists of primarily two run-on tributary drainage areas, the northerly portion of the project site and the southerly portion of the project site. These two tributary drainage areas combine onsite and exit via one existing 66" storm drain culvert that crosses under I-680. The proposed project site will capture and redirect the two existing run-on tributary drainage via separate onsite storm drain bypass systems and eventually combine the two systems into one bypass system. Upon convergence of the two bypass systems, the combined flows will be carried to the existing 66" storm drain culvert and exit the site at the existing outfall.

In accordance with the San Francisco Bay Area Municipal Regional Permit drainage requirements, any development, including subject development, the post development watershed and drainage boundary must be kept the same as the pre-development condition and that the post development peak flow runoff should not exceed the pre-development condition. Given the existing watershed within the project site, the proposed drainage design, alignment, and sizing will need to comply with these City and County requirements.

In addition to the bypass system, proposed storm drainage onsite consists of underground pipes to carry generated onsite flows into the proposed stormwater treatment facility (bioretention basin) and into the proposed detention basin. When

the proposed bioretention basin reaches capacity, stormwater shall bypass the treatment facility and flow directly into the detention basin for storage.

As noted above, in addition to respecting the existing drainage boundary, the post development runoff must mimic the pre-development condition. To meet this requirement and given the project site is currently mostly vacant and undeveloped, on-site detention basins will be required to collect, store and meter the post development runoff before discharging the storm flows into the backbone storm drains. A minimum of two detention basins (one for the stormwater treatment and one for storage) would be required to meet this requirement. The two basins would be placed at easterly portion of the site. Final locations of the basins would be determined concurrently with the development of improvement plans during processing with the City after the LAFCO annexation approval.

Furthermore, the Federal NPDES, State Water Board Clean Water Program, and the County C.3 Municipal Regional Permit (MRP) mandate implementation of stormwater treatment and storage (Hydromodification) prior to discharging runoff generated by new impervious surfaces from a development prior to discharging into the underground storm drain system. In compliance with the C.3 requirements, Low Impact Development (LID) treatment measures, such as bio-retention, will be utilized to treat and clean the storm runoff prior to discharging into the local underground storm drains to minimize pollutants and/or sediments from entering into the public storm drains. In addition, the detention basins will not only be designed to meet peak flow from the ten-year storm events, but they will also be sized to store, meter and slowly release storm volumes to meet the Hydromodification requirements matching the pre-development storm durations to minimize downstream erosion and sediment release.

The storm drainage facilities will be planned, designed and constructed to mitigate for the drainage channel area that will be filled-in to alleviate flooding of the adjacent properties along the southerly property line. The project sponsor will plan and design these storm drainage improvements in conjunction with environmental consultants, if required, and will obtain any regulatory permits and comply with applicable requirements prior to any construction.

For the purpose of this application, final design, details and plans for the alignment, sizes or locations of storm drains, detention basins, and stormwater treatment facilities have not been developed yet but will be prepared in conjunction with the design of the Improvement Plans, after annexation process is complete as required by the City for review prior to construction. Such site-specific design and information will be specific to the project drainage improvements to convey on-site runoff to the designated connection points to the current off-site drainage facilities.

Method to Finance Service: The project sponsor will finance the design and construction of storm drainage infrastructure, including stormwater detention basins,

storage culverts, storm drainage pipes, and stormwater treatment facilities. Ongoing maintenance will be provided by the City or Homeowner's Association (HOA) and financed by homeowners through collection of local/property taxes or HOA fees, or drainage fees assessed at the time of building permit issuance for each dwelling unit. A SCIP may be used to finance some of this infrastructure and/or fees.

D. Roadways

On-Site Roadways

One local residential collector road connecting to Foothill Road will be provided as primary access to the proposed residential neighborhood. It is anticipated the local residential collector road at the site entry would have a roadway width of 46' with one travel lane in both directions and 5' sidewalk and 5' planter strip with an overall right of way of 66'.

Local residential minor roadways would be provided within the residential neighborhoods for internal circulations. The local residential minor roadways would generally have a curb width of 36' with one travel lane in each direction with parking on both sides and 5' wide sidewalk with widths that vary from 48' to 62'.

For the purpose of this application, final design, details and plans for the roadways widths, geometrics and alignments for the various roadway segments have not yet been developed but will be prepared in conjunction with Improvement Plans after annexation process is complete and as required by the City prior to construction. Site specific roadway widths and sections have been determined by the City and incorporated into the final site development plans that have been approved.

Off-Site Roadways

Foothill Road currently provides regional and local access, and circulation to the project site and amenities that currently exist in the vicinity of the project site. Briefly described below is the existing roadway for reference:

- *Foothill Road*
Foothill Road is a two- to six-lane major arterial roadway within the City of Pleasanton. Foothill Road has turn lanes and a striped median providing access to residential and commercial land uses. Foothill Road runs north-south, connecting State Route 84 to Interstate 580. The posted speed limit is 35 mph along Foothill Road within the study area. Foothill Road would provide access to the project site at the western portion of the site.

The project proposes to add bicycle lanes to Foothill Road along the property frontage consistent with the Foothill Road Bicycle Master Plan as well as additional improvements as follows: widening of Foothill Road to provide continuous bike

lanes, including installation of 6-foot wide bike lanes with 2-foot wide striped buffer where feasible, building new retaining walls, obtaining third-party environmental permits, constructing significant drainage improvements that will benefit adjoining neighbors to the south and providing needed right-of-way for said improvements. These substantial improvements will greatly improve the safe path of travel for pedestrians, bicyclists, and vehicles along Foothill Road, improving safety for the community overall.

Method to Finance Service: The project sponsor will finance the design and construction of all on-site and off-site roadways and intersection improvements. The project sponsor will be responsible for paying City Transportation Development Impact Fees for off-site and public roadway improvements to the City at the time of dwelling units building permit issuance. Ongoing maintenance by the City of Pleasanton similar to other city streets will be paid by collection of local taxes by the residents of the City. A SCIP may be used to finance some of this infrastructure and/or fees.

E. Fire and Emergency Services

Fire Protection

The Livermore-Pleasanton Fire District (LFPD) provides fire prevention, suppression, and emergency medical response for advanced and basic life support to the cities of Livermore and Pleasanton. LFPD has three (3) stations within five (5) miles of the project site that could provide fire protection services to the project site. The station numbers, addresses, equipment and distances to the project site are shown in the table below.

Fire Stations within the Pleasanton Planning Area

Fire Station	Location	Distance from Project Site (miles)	Equipment
1	3560 Nevada Street	4.3	1 Type 1 Engine 1 Type 6 Engine
2	6314 Stoneridge Mall Road	2.1	1 Type 1 Engine 1 Type 3 Engine 1 Hazardous Materials Unit
3	3200 Santa Rita Road	1.7	1 Type 1 Ladder Truck 1 Type 6 Engine
4	1600 Oak Vista Way	2.0	1 Type 1 Engine 1 Type 3 Engine

Based on the analysis per the Final EIR, the Merritt Property Project does not require any mitigation measures because the project specific impacts would be less than significant.

It was also noted that through the City Planning review process that the LPFD could impose project specific mitigations or conditions of approval, including traffic signal preemption system, construction of adequate emergency vehicle access roadways, or implementation of wildland/urban interface vegetation management, to enhance the necessary emergency services it provides.

Method to Finance Service: The project sponsor will pay applicable Fire Service Development Impact Fees per unit at the time of building permit issuance. In addition, the project sponsor has worked with LPFD and the City of Pleasanton through the entitlement process to provide the required Emergency Vehicle Access and to develop project specific fire mitigation requirements and site-specific conditions of approval and incorporate design of such as required through building permit drawings review and submittal phase. Project specific fire-related mitigations required by LPFD will be constructed by the project sponsor. All new homes and the recreation center will have fire sprinklers and will be subject to property taxes imposed by the Alameda County Assessor's Office with a portion of the revenue direction to the City and LPFD for fire services.

F. Police

The City of Pleasanton Police Department (PPD) provides law enforcement services within City limits, and Alameda County Sheriff's department provides law enforcement services to unincorporated areas in the County surrounding the City of Pleasanton, including the project site.

PPD is responsible for providing law enforcement services in the City, including patrol, crime prevention, parking and traffic control, community awareness, investigations, and temporary holding facilities. The Department is responsible for community policing, has a Special Weapons and Tactics (SWAT) Team, and conducts Emergency Preparedness training. Like other cities, the PD relies on the Sheriff's Office for search and rescue services and long-term holding facilities, City Animal Control and/or County Animal Control for animal services, and the Alameda County Explosive Ordinance Disposal Team for bomb squad services. Additionally, Pleasanton PD offers dispatch services and contracts with the Sheriff's Office for dispatch services.

PPD patrols 24.3 square miles. In addition, the PPD provides services outside of its boundaries through a mutual aid request run through the Alameda County Sheriff's Office on a case-by-case basis.

Upon annexation of the project site into the City of Pleasanton, the PPD would provide law enforcement services to the project. The PPD operates out of its headquarters building located at 4833 Bernal Avenue, approximately 2.8 miles southeast of the project site, and has an authorized staff level of 83 sworn officers.

Based on the analysis per the Final EIR, the Merritt Property Project does not require any mitigation measures because the project specific impacts would be less than significant.

Method to Finance Service: The project sponsor would be required to pay capital facilities fee as outlined in Municipal Code Chapter 3.22. Through the capital facilities fee, the developer is responsible for payment of any improvements needed, including the need for new facilities. All new homes will be subject to property taxes imposed by the Alameda County Assessor's Office with a portion of the revenue directed to the City for police services.

G. Parks and Recreation

Currently, Pleasanton residents have access to trails and regional parks near the project site. Southwest of the site is Pleasanton Ridge Regional Park, owned and operated by the East Bay Regional Park District (EBRPD). Pleasanton Ridge Regional Park is approximately 18 miles of trails and is a 9090-acre parkland.

For the Merritt Property project, the project sponsor shall be responsible for the design and completion of a Class 1, 10-foot-wide trail extension from the project's southeastern trail connection to the existing trail at Foothill Knolls Park to the project's northern trail connection at Eastwood Way. The project sponsor shall be solely responsible for all design and installation costs, and the HOA will be responsible for ongoing maintenance costs of the onsite trail extension.

Method to Finance Service: The Project sponsor will meet their open space requirements with construction of the recreation facilities onsite and the offsite trail improvements, in accordance with the project specific conditions of approval. The costs for development and construction of these facilities as required by applicable conditions of approval will be borne by the project sponsor. Maintenance of the off-site trail improvements shall be the responsibility of the HOA.

H. Street Lighting

The Project sponsor, in conjunction with the submittal of future development applications for the Project, will prepare and submit lighting plans showing location, design, and details of street lighting to the City of Pleasanton Public Works Department for review and approval. The lighting plans shall include photometric analysis showing the adequate lighting intensity and exposure in accordance with conditionals of approval adopted for the Merritt Property Project as set forth in the adopted City Resolution No. 2024-055.

Method to Finance Service: The costs for infrastructure design and construction will be borne by the project sponsor. Ongoing maintenance will be the responsibility of the HOA for minor roadways within the development, and the City of Pleasanton for public

roadways, and paid for by homeowners through HOA dues and the collection of local taxes, respectively.

I. Library Services

Library services are currently provided by the City of Pleasanton. Upon annexation, the Merritt Property will be serviced by the City of Pleasanton Library and Recreation Department. The library for the City of Pleasanton is located at 400 Old Bernal Avenue.

Method to Finance Service: The costs for library services are paid by property owners through the collection of local property taxes.

J. Refuse Collection

The proposed homes in the Merritt Property Project will be served by Pleasanton Garbage Service, which provides solid waste pick-up and recycling services to most of the City of Pleasanton.

Pleasanton Garbage Service is a private firm that provides solid waste collection under a City franchise agreement. Both residential and commercial solid waste is currently transported to and disposed of at the Pleasanton Transfer Station, located at 3110 Busch Road.

The Vasco Landfill has a maximum permitted capacity of 40,207,100 cubic yards with a remaining fill space capacity of 11,950,000 cubic yards. The total acreage of the Landfill is approximately 535 acres, with a disposal acreage of 323 acres. The most recent solid waste permit was issued for the Landfill in November 2022. According to the Permit, the estimated closure date is 2051.

Method to Finance Service: The costs for refuse collection will be borne by residents on the project site.

K. Schools

The project site would be served by the Pleasanton Unified School District. However, the project would consist of age-restricted, senior housing and, thus there would be no demand for school services associated with the proposed project. Therefore, the proposed project would have no impact nor need for the new or altered school facilities.

Method to Finance Service: The project sponsor will pay applicable square foot school impact fees at the time of building permit issuance by the City of Pleasanton. Ongoing support and operation of schools is paid for by homeowners through the collection of local taxes.

L. Electricity/Gas

Pacific Gas & Electric (PG&E) owns and operates gas and electric facilities located within the project area. The project will underground the existing above ground facilities along the property frontage. The project sponsor will submit a Joint Trench Plan to the City's Engineering Division for review and comment and coordinate with PG&E for installation of dry utilities for the project.

Method to Finance Service: The costs for joint trench plans and/or relocation of existing facilities infrastructure will be borne by the project sponsor or by PG&E. Ongoing supplies of electrical and gas services will be paid by homeowners through collection of fees by PG&E.

M. Transit

Three major public mass transit operators provide service within or adjacent to the Project study area, including Bay Area Rapid Transit (BART), the ACE Rail (Altamont Commuter Express), LAVTA (Wheels), and Amtrak. Local service transit is also provided through Pleasanton Rides for eligible seniors through the City's Library and Recreation Department.

Bay Area Rapid Transit (BART)

BART is a rapid mass transit system which provides regional transportation connections to much of the Bay Area. BART runs from the North Bay Area in Richmond to the South Bay Area in San Jose. In the east-west direction BART runs from Dublin/Pleasanton to the San Francisco Airport with several connections in Oakland. The West Dublin/Pleasanton BART station, which is approximately 2.28 miles north of the project site, serves all Dublin and Pleasanton, and all other surrounding cities and runs from 4:00 AM to 12:00 AM daily, with a weekday frequency of approximately 20 minutes.

Wheels – Livermore Amador Valley Transit Authority

Wheels is a bus transit system that provides connections to BART and ACE in the Tri-Valley area, serving Dublin, Pleasanton, and Livermore. The Merritt Property project site is located within approximately 250 feet of bus stops along Muirwood Drive, which is serviced by Wheels bus routes 603, 604, and 607. These routes provide morning and afternoon service to and from Hart Middle School and Foothill High School.

ACE Rail – Altamont Commuter Express

ACE Rail provides commuter service from Stockton to San Jose through Pleasanton during the morning and afternoon hours. Four (4) trains run on the weekdays only and for special events. The Pleasanton station is located at 4950 Pleasanton Avenue across from the Alameda County Fairgrounds. The ACE Rail connects to BART and the network of shuttles connect to different areas in Pleasanton, including Bishop Ranch, Hacienda Business Park, and Stoneridge Business Park.

Amtrak – Capitol Corridor

Amtrak provides frequent, daily service between the Sacramento region and the Bay Area. The Merritt Property project site is located approximately 1.7 miles from the Pleasanton Station for the Amtrak Thruway Connecting Service servicing the ACE line, which carries riders to the nearest Amtrak station in Fremont.

Pleasanton Rides

Pleasanton Rides is a door-to-door, shared-ride transportation service for eligible Pleasanton Seniors. Service is offered on weekdays between the hours of 8 AM and 5 PM. Pleasanton Rides offers service from homes or living communities located in Pleasanton to any living needs destination within Pleasanton and to select destinations in Dublin, Livermore, and San Ramon. Eligible seniors are age 70 and older and live at designated communities within the City of Pleasanton.

Method to Finance Service: The project sponsor will pay applicable local and regional transportation impact fees required by the affected agencies as required by the City at the time of building permit issuance for each dwelling unit.

N. Pedestrian/Bicycle Trail

Sidewalks and crosswalks are mostly provided throughout the Project area to allow pedestrians to access nearby transit stops, residential uses, and commercial uses. Sidewalk currently exists along the easterly side of Foothill Road.

The Merritt Property project includes adding safe routes along Foothill Road to school locations, including walking and biking access for students at Foothill High School. The project would add and/or repair sidewalk along Foothill Road and enhance the sidewalk by adding landscape buffers between the sidewalk and the road, where feasible.

Bicycle paths, lanes, and routes are typical examples of bicycle transportation facilities, which are defined by the California Department of Transportation (Caltrans) as being in one of the following three classes: Class I, Class II, or Class III. Existing and planned bicycle facilities are identified in the City of Pleasanton Bicycle and Pedestrian Master Plan. According to the Master Plan, there are approximately 13 miles of paved Class I paths, 40 miles of Class II lanes, and 7 miles of Class III routes in the City.

Class I

Class I bike paths provide a completely separate facility designed for the exclusive use of bicyclists and pedestrians with crossing points minimized. A Class I bike route is planned for the proposed trail connection on the easterly end of the project site. The proposed trail connection would connect the Foothill Knolls Park Trail to the existing Class III bike route in Muirwood Drive through the project site.

Class II

Class II bike lanes provide a restricted right-of-way designated lane for the exclusive or semi-exclusive use of bicycles with through travel by motor vehicles or pedestrians prohibited, but with vehicle parking and cross-flows by pedestrians and motorists permitted. A Class II bike route is planned for Foothill Road along the project frontage (no parking of pedestrian cross-flow is permitted for this stretch).

Class III

Class III bike routes provide a route designated by signs or permanent markings and are shared with pedestrians and motorists. Class III bike routes are located within Muirwood Drive and connect to Foothill Road.

Method to Finance Service: The Project sponsor will pay for trail and pedestrian/bicycle improvements as required by the City of Pleasanton Bicycle and Pedestrian Master Plan approval. Ongoing maintenance will be borne by a Homeowners Association and/or through the collection of local taxes.

III. Project Schedule/Phasing

The Merritt Property Development will be constructed in two (2) phases with one final map. The work should take multiple years, with each phase lasting approximately 18 months. The current Development Agreement has a term of 10 years. At this time, a firm schedule for development of the Merritt Property Project has not been established. The project schedule will be contingent upon several factors, including the timing of the processing and approval of final map, improvement plans, third party environmental permits, and building permits, as well as economic factors that influence the housing market.

Attachment A

Water Distribution System Capacity Master Plan
prepared by Akel Engineering Group, Inc., dated May 2024

1.0 Master Plan Objectives

The primary purpose of the Pleasanton water distribution system is to supply safe potable water to consumers at adequate pressures, and to supply adequate fire flow requirements. The 2024 Water Distribution System Capacity Master Plan (WDSCMP) provides a capacity adequacy assessment of the City’s potable water distribution system, to meet the level of service expected by existing customers, and to service future growth.

What does the 2024 Water Distribution System Capacity Master Plan address?

What Infrastructure improvements need to be constructed?

When do we need them?

How much do they cost?

Who pays for them? Existing vs. future users?

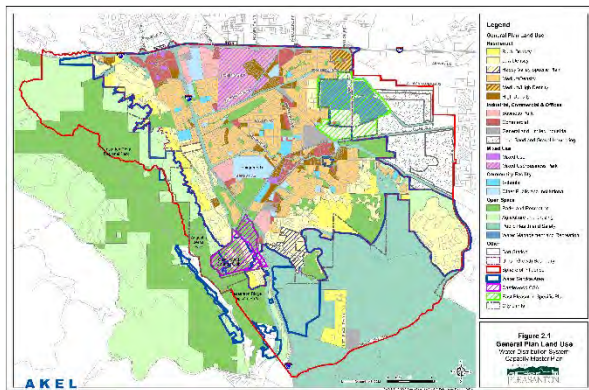
2.0 Planning Area Characteristics

The planning area is consistent with the 2025 General Plan, its 2019 revisions, and the East Pleasanton development area.

How Many Acres are Serviced?

Existing Developed Area vs. Future Developed Area	Area (Acres)
Total Existing Developed Area	13,459
East Pleasanton	1,132
Total Future Developed Area	14,591

The general plan land uses and the sphere of influence are shown on the following reduced size graphic.



The planned land uses are summarized on the following table:

What Units and Populations are Expected from New Developed Areas?

Category	Units	Population
Housing Sites	2,283	5,444
Approved/Entitled	416	986
ADUs	93	206
Rezone Sites	4,591	10,539
Total	7,383	17,175

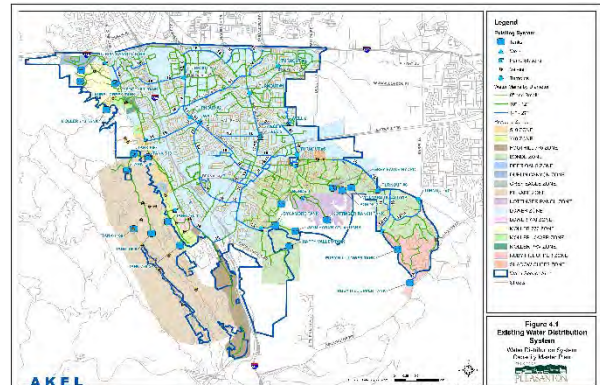
3.0 Existing Domestic Water Facilities

The City’s domestic water facilities consisting of water mains, pump stations, storage reservoirs, pressure reducing stations, and supply turnouts are summarized as follows:

What are the Main Elements of the Potable Water Distribution Facilities?

340	Miles of Domestic Water Main Pipelines
20	Storage Tanks
14	Booster Stations
16	Pressure Zones serving elevations from 300’ MSL to 1,300’ MSL
3	Groundwater Supply Wells
7	Supply turnouts from Zone 7 Water Agency
13	Pressure Reducing Stations (Main Supply)
5	Pressure Reducing Station (Redundant Supply)

The existing distribution system facilities, service area boundaries, and the 16 pressure zones are shown on the following reduced size graphic.



4.0 System Performance and Design Criteria

The system performance criteria define the adequate levels of service for customers and include: minimum pressures, minimum velocities, fire flow requirements and duration, and storage and supply requirements. These criteria were used to determine the capacity adequacy of the existing system and to recommend improvements.

What Determines an Adequate Level of Service?

Facility	Criteria
Supply	Meet Maximum Day Demands
Storage	Operational, Emergency, and Fire
Min. Service Pressures	Peak Hour: 40 psi MDD + Fire: 20 psi
Pipelines	Max Velocity: 10 ft/s Max Headloss: 10 ft/1k-ft
Demands	Max Day = 1.9 x Avg Day Peak Hour = 3.2 x Avg Day
Fire Flows	Varies: 1,500 gpm – 5,000 gpm

5.0 Domestic Water Demands

The domestic water demands are based on the water billing consumption records, and account for system water losses, thus matching the production records.

How Much Supply Capacity Do We Need?

Category	Average Day (MGD)	Maximum Day (MGD)
Existing Users	14.1	26.8
Housing Sites	0.87	1.64
Approved/Entitled	0.16	0.30
ADUs	0.03	0.06
Rezone Sites	1.68	3.18
East Pleasanton	0.10	0.19
Subtotal New	2.83	5.38
Total	16.9	32.2

6.0 Water Hydraulic Model

The hydraulic model includes the physical properties of the facilities (pipe diameter, length, etc.), as well as the consumer demands, and operational parameters controlled by SCADA.

The hydraulic model is validated and calibrated by comparing the computer results with field measurements, and to meet AWWA M32 guidelines.

How was the Hydraulic Model Developed?

- 1 The model is based on information extracted from the **GIS** (facilities)
- 2 The model includes the demands extracted from the **water billing records**, and accounts for non-revenue water.
- 3 The model mimics the operation observed by **SCADA**

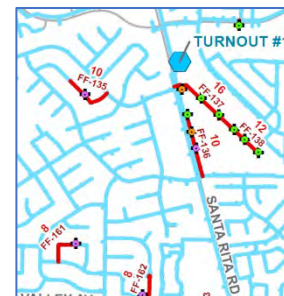
The calibration was thorough and performed for: 1) a 24-hour extended period simulation duration, and 2) a 168-hour (7 days) duration.

How was the Model Accuracy Verified?

- 1 **System Pressures:** 92% pressure calibration points are within 5% of the recorded pressures and 100% of are within 10%
- 2 **System Flows:** 82% of the flows within 10% and 100% are within 20% of the recorded SCADA flows.
- 3 **Tank Levels:** 95% of the tanks have levels within 3 feet of the recorded SCADA levels

7.0 Evaluation and Proposed Improvements

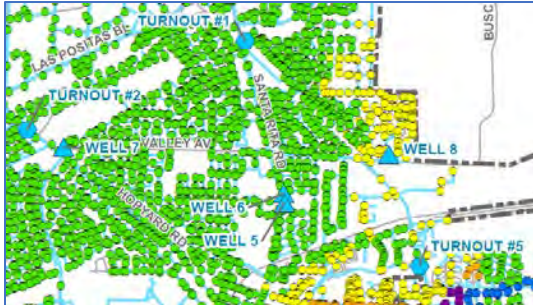
The evaluation identified capacity improvements needed to mitigate existing deficiencies, servicing enhanced levels of fire flows. The recommended fire flow improvements were further were classified into 3 priorities, based on the amount failing to meet the criteria. The critical fire flow improvements fail to meet the fire flow criteria by over 30%.



What are the Priority Fire Flow Improvements?

Improvement Priority	Mitigate Areas that Fail to Meet Level of Fire Flow Criteria
A - Critical	by over 30%
B - Essential	by 16%-29%
C - Desired	by up to 15%

The hydraulic analysis indicates the existing distribution system meets the minimum pressure requirements.



The capacity analysis indicates the water distribution system is providing an adequate level of service to existing customers. Facility improvements were identified to enhance the existing level of service and to service future developments. These improvements include supply facilities, storage facilities, and pipelines. No booster station improvements are recommended.

What Capacity Improvements are Needed?

1	Booster station and pipeline at Turnout 4 needed for Near-Term water supply reliability from Zone 7.
2	Pipelines needed to mitigate existing deficiencies
3	Long-Term new groundwater supply wells and associated transmission pipelines.
4	Storage capacity needed for existing deficiency and for future growth.

The booster station improvement and corresponding transmission main at Turnout 4 are needed for near-term supply reliability from Zone 7.



8.0 Capital Improvement Program

The Capital Improvement Program (CIP) provides an AACE Class 5 opinion of probable construction costs (OPCC), itemized by projects.

What is the Cost Estimating Methodology?

1	Class 5 opinion of probable construction cost.
2	Unit costs applied to project quantities to estimate construction costs.
3	Construction and Market Contingency allowance of 30%, applied to the construction cost.
4	Engineering and Admin soft costs contingency allowance of 30% applied to the construction cost.
5	20-City average ENR CCI Index of 13,230, reflecting April 2023
6	CIP costs are allocated to either existing users or to future developments.

Each project listed in the CIP included costs attributed to existing users, and costs attributed to future developments.

How Much does the Capital Improvement Program Cost for Existing and Future Users?

Category	Existing Users (Millions)	Future Users (Millions)
Capacity Improvements		
Pipelines	\$2.6	\$5.8
Pipelines for Near-Term Supply changes	\$4.7	\$1.0
Turnouts	\$3.5	\$1.0
Supply Wells	\$3.9	\$7.9
Storage	\$3.6	\$11.7
Subtotal		
Fire Flow Improvements		
Priority A – Critical	\$16.0	\$2.5
Priority A – Critical/ (Kilkare)	\$23.7	\$0.1
Priority B – Essential	\$8.9	\$0.5
Priority C – Desired	\$9.6	\$0.3
Subtotal		
Total Improvements		
Total	\$76.6	\$30.8



LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

February 4, 2026

Item No. 6

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Interim Continuation of ACERA Participation and Retirement System Review

As part of the Alameda Local Agency Formation Commission’s (LAFCO) transition to full administrative and fiscal independence effective January 1, 2026, the Commission must determine how to manage employee retirement benefits during the initial transition period. Staff recommends that LAFCO continue participation in the Alameda County Employees’ Retirement Association (ACERA) for an interim period of one year, with a formal review conducted at the six-month mark. This approach minimizes transition risk, preserves employee reciprocity, and allows the Commission to evaluate long-term retirement options with the benefit of operational experience as an independent employer.

Background

Effective January 1, 2026, Alameda LAFCO is now an independent employer responsible for administering its own payroll, benefits, and retirement systems. As part of this transition, the Commission has been evaluating retirement system options, including continued participation in ACERA as an independent employer and potential future participation in CalPERS.

Retirement system selection has implications for employee reciprocity, recruitment and retention, long-term fiscal obligations, and administrative capacity. Any unexpected event or misalignment during the transition period could adversely affect employees’ service credit continuity and create avoidable administrative risk.

Discussion

Interim Continuation with ACERA

Staff recommends that LAFCO remain with ACERA for at least one year following independence, with a structured review at the six-month point. This interim approach is intended to:

- Ensure uninterrupted retirement coverage for current employees;
- Preserve reciprocity and service credit continuity during the transition period;

- Avoid the risk of gaps or administrative errors during LAFCO’s first months as an independent employer; and
- Allow staff to stabilize payroll, benefits administration, and financial systems before implementing any additional structural changes.

Six-Month Review

Under this approach, staff would return to the Commission approximately six months after independence with a focused report evaluating:

- Actual retirement costs experienced under ACERA as an independent employer;
- Administrative workload and operational impacts;
- Employee considerations, including reciprocity and recruitment implications; and
- Comparative analysis of alternative retirement systems, including CalPERS.

This review would allow the Commission to make an informed long-term decision with greater clarity and reduced transition risk.

Financing

Continued participation in ACERA as an independent employer will result in higher employer retirement costs compared to LAFCO’s prior participation as a County-supported entity. As an independent employer, LAFCO’s total ACERA employer contribution rate is approximately 28.58% of payroll, compared to approximately 22.49% when LAFCO employees were part of the County system, reflecting an increase of roughly six percentage points attributable primarily to the loss of Pension Obligation Bond (POB) credits and the assignment of a standalone unfunded actuarial accrued liability (UAAL) rate. While these higher costs represent a material ongoing operating expense, the recommended interim approach prioritizes benefit continuity, preservation of employee reciprocity, and risk management during LAFCO’s initial period of administrative independence. Staff will monitor actual costs and return to the Commission with a comparative fiscal analysis as part of the six-month review.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended Action):

Adopt a resolution authorizing Alameda LAFCO to continue participation in the Alameda County Employees’ Retirement Association (ACERA) as an independent employer and direct staff to return to the Commission in six months with an evaluation of retirement system participation and long-term options.

Alternative Two:

Continue consideration of the report to a future meeting and provide direction to staff for additional information as needed.

Recommendation

It is recommended the Commission proceed with Alternative Action One – Adopting a Resolution to join ACERA as an independent employer.

Procedures

This item has been placed on Alameda LAFCO’s agenda as part of the business calendar. The following procedures are recommended in consideration of this item:

1. Receive verbal presentation from staff unless waived.
2. Invite any comments from the public.
3. Provide feedback on the item as needed.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. Draft Resolution
2. Segal Letter of ACERA Contribution Rates



**RESOLUTION OF THE
ALAMEDA LOCAL AGENCY FORMATION COMMISSION
2026 -XX**

AUTHORIZING INTERIM CONTINUED PARTICIPATION IN THE
ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (ACERA)
AS AN INDEPENDENT EMPLOYER FOR ONE YEAR AND DIRECTING A FUTURE REVIEW

WHEREAS, the Alameda Local Agency Formation Commission ("LAFCO") is transitioning to full administrative and fiscal independence effective January 1, 2026, including assuming responsibility as an independent public employer; and

WHEREAS, as part of this transition, LAFCO must ensure uninterrupted retirement coverage for its employees and avoid any gap that could jeopardize employee service credit, reciprocity, or retirement eligibility; and

WHEREAS, actuarial information provided to LAFCO indicates that, upon becoming an independent employer, LAFCO's total employer contribution rate under the Alameda County Employees' Retirement Association (ACERA) is approximately **28.58% of payroll**, reflecting the applicable normal cost and unfunded actuarial accrued liability (UAAL) rates and the loss of Pension Obligation Bond (POB) credits previously available to LAFCO through the County; and

WHEREAS, the Alameda County Employees' Retirement Association ("ACERA") currently administers retirement benefits for LAFCO employees, and continued participation as an independent employer allows for continuity of benefits and preservation of reciprocity during LAFCO's transition period to full administrative and fiscal independence; and

WHEREAS, the Commission desires to proceed cautiously during LAFCO's initial period of independence by stabilizing core employer systems, including payroll, benefits, and retirement administration, before making a long-term retirement system determination; and

WHEREAS, staff has recommended that LAFCO continue participation in ACERA for an interim period of one year and return to the Commission at the six-month mark with an evaluation of retirement system options and associated fiscal and operational considerations.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED:

1. Alameda LAFCO is authorized to continue participation in the Alameda County Employees' Retirement Association (ACERA) as an independent employer as of January 1, 2026;

2. The Executive Officer is directed to take all actions necessary to effectuate continued ACERA participation for an interim period of one year, to December 31, 2026, including execution of required agreements and coordination with ACERA and related agencies.

PASSED, APPROVED, AND ADOPTED by the Alameda Local Agency Formation Commission at a regular meeting held on February 4, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ralph Johnson, Chair
Alameda Local Agency Formation Commission

APPROVED AS TO FORM:

By:

Matthew T. Summers
LAFCO Legal Counsel

CERTIFICATION:

I, Rachel Jones, Executive Officer of the Alameda Local Agency Formation Commission, do hereby certify under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 2026-____, which was adopted by the Alameda Local Agency Formation Commission at a regular meeting held on February 4, 2026.

Rachel Jones, Executive Officer



180 Howard Street
 Suite 1100
 San Francisco, CA 94105-6147
 T 415.263.8200
 F 415.376.1167
 segalco.com

March 11, 2025

Mr. Dave Nelsen
 Chief Executive Officer
 Alameda County Employees' Retirement Association
 475 14th Street, Suite 1000
 Oakland CA 94612-1900

Re: Alameda County Employees' Retirement Association (ACERA) — Potential new employer to contract with ACERA

Dear Dave:

We were requested to provide analysis and cost for Alameda Local Agency Formation Commission (LAFCO) to contract with ACERA as an independent participating employer, to provide vested pension and other non-vested benefits¹ such as those paid by the Supplemental Retiree Benefits Reserve (SRBR). In this letter, we have included our recommended employee and employer contribution rates for LAFCO and outlined certain cost considerations for providing the vested pension benefits² by ACERA.

Background

We understand that LAFCO currently contracts with the County to have two County employees perform work at that agency. Those County employees are currently enrolled in ACERA's General Tier 4 plan and they are paying the same employee rate charged by ACERA to all members in General Tier 4. Similarly, LAFCO is paying to the County the same employer rate charged by ACERA to the County for all members in General Tier 4. We understand that upon a successful negotiation with ACERA and other stakeholders, the two employees would effectively have their employment be transferred from the County to LAFCO. It is anticipated that the two employees would not experience any changes in their benefits³ provided by ACERA and LAFCO would become an independent participating employer at ACERA with a preliminary starting date of July 1, 2025.

We have provided below the procedure that we used to determine the normal cost to be paid by the two employees and by LAFCO. As the two future employees at LAFCO have past service at the County and the County has unfunded actuarial accrued liability (UAAL) at ACERA with respect to that past service (as well as past service for other County active, deferred vested and

¹ The payment of non-vested benefits is at the discretion of the Board of Retirement based on the availability of funds in the SRBR.

² There are no contributions required to be paid to the SRBR.

³ As part of this study, we have assumed that there would be no change in the current and future salaries that the two employees would be expected to receive whether they are employed by LAFCO or the County.

retired members), we have included in this letter our proposed UAAL contribution rate to be paid by LAFCO.

Determination of normal cost rates and Actuarial Funding Policy considerations

For informational purposes, we have determined the normal cost rate based just on the specific demographic profile as of December 31, 2023 of the two County employees that currently work at that agency. For these two employees, their entry ages into ACERA are 29 and 58 for purposes of determining normal cost. Generally, the earlier the entry age the lower the normal cost rate would be determined in the valuation, as there would be more time to grow the contributions necessary to fund the benefit at the employees' expected retirement ages.

As shown in the table below, the average normal cost rate for just the two LAFCO employees is 9.11% of payroll for each of the employee and the employer. This rate is very close to the average normal cost rate that is charged to all General Tier 4 members in ACERA based on an average entry age of about 39 (9.06% of payroll for each of the employee and employer).

Again, the normal cost rates based only on the two LAFCO employees are provided for informational purposes only because absent any specific direction to the contrary from the Board of Retirement, under ACERA's Actuarial Funding Policy, the employee and employer normal cost rates currently charged in the valuation for each tier are pooled and the same normal cost rates are therefore paid by all the employees and the employers covering members under General Tier 4. We believe this Policy element to pool normal cost rates would help produce more stable employee and employer normal cost rates especially for smaller employers like LAFCO. In particular, the average normal cost rate based just on LAFCO's membership could fluctuate if upon the termination or retirement of the two employees included in this study, they were replaced by new employees with very different demographic profile.

Normal Cost Rates Determined as of December 31, 2023

Normal Cost Rate	(For Informational Purposes) Normal Cost Rate for General Tier 4 Calculated Just On LAFCO Employees	Recommended Normal Cost Rate for LAFCO General Tier 4 Employees
Employee normal cost rate	9.11%	9.06%
Employer normal cost rate	9.11%	9.06%

Determination of UAAL contribution rates and Actuarial Funding Policy considerations

As we indicated above, LAFCO is currently paying to the County the same employer rate charged by ACERA, which includes both a normal cost rate and a rate to amortize the UAAL.

In the December 31, 2023 valuation, the net UAAL rate for the General membership group that is ultimately paid by the County reflects the UAAL for the County and several other district employers at ACERA after it has been offset by the credits from the pension obligation bonds (POB), and the implicit retiree health benefit subsidy that is only available to the County.

Given the unique circumstances as they relate to the retention of the two existing County employees to work at LAFCO, and the amount that is charged to LAFCO that has always included a UAAL cost component, it would be reasonable for LAFCO to contribute the same UAAL contribution rate as other district employers at ACERA.

The County issued POB in the late 1990's. The proceeds from the POB provided additional contributions to advance fund the UAAL for the County as well as for Alameda Health System, Superior Court and First 5 as these district employers were part of the County at the time the POB was issued. In return for the POB contributions, ACERA has been providing POB credit to these employers to reduce their UAAL contribution rate. We understand that in order to pay back the POB, these employers have been charged a proportionate share of the annual debt service payment by the County.

Also, the County's health care plan premiums are underwritten on a blended rate basis based on both the active employees of the County and all eligible ACERA members enrolled in the group plans who are under age 65 and receiving a premium subsidy from the SRBR. Because the health care plan premiums if underwritten only on the members in the SRBR would have been higher, there is an implicit subsidy paid by the County using the blended rate for their active employees. As a result, ACERA has been providing a credit to reduce the County's UAAL contribution rate to reflect the implicit retiree health benefit subsidy cost.

The table below shows the employer UAAL rate that is currently paid by the County for their General employees (that we have provided for informational purposes) compared to LAFCO's UAAL rate after LAFCO becomes an independent participating employer with ACERA, based on the results of the December 31, 2023 valuation. In recommending the UAAL rate for LAFCO, we have taken into consideration input received from ACERA that the County would not be inclined to extend the POB credit to LAFCO and it would not charge LAFCO for a proportionate share of the annual debt service payment made by the County.

UAAL Rates Determined as of December 31, 2023

Employer UAAL Rate	(For Informational Purposes) UAAL Rate for County General Employees	Recommended UAAL Rate for LAFCO Employees
UAAL (Before POB and Implicit Subsidy Credits)	19.52%	19.52%
POB Credit	(5.06%)	N/A
Implicit Retiree Health Benefit Subsidy Credit	(1.08%)	N/A
Net UAAL Rate	13.38%	19.52%

Even after the Board approves the initial UAAL rate for LAFCO, there would still be a need to determine if future changes in the UAAL (such as from actuarial gains/losses) would be tracked separately for LAFCO. Under the Board’s Actuarial Funding Policy, with the exception of the UAAL contribution rate adjustments outlined above, all General employers with similar benefit and contribution history⁴ share in the same UAAL contribution rate.

Similar to the normal cost discussion above, due to the small population size of LAFCO, tracking and charging LAFCO based on their unique actuarial experience could lead to large swing in their UAAL rate. Therefore, absent any direction to the contrary from the Board of Retirement, we would follow ACERA’s Actuarial Funding Policy to pool the future changes in UAAL for LAFCO with the other General employers.

However, as the annual payments required to pay off the UAAL for the General membership group are charged to an ACERA General employer based on payroll, for a small agency such as LAFCO with only two employees, a temporary reduction in payroll (if an active employee leaves LAFCO and is not immediately replaced by another employee) or a permanent reduction in payroll (if budgetary concerns caused LAFCO to reduce its workforce) might result in not collecting the proper UAAL amount. Depending on the circumstances, we might need to consult with the Board on how such occurrence would be handled in future valuations taking into consideration the “triggering event” under ACERA’s Declining Employer Payroll Policy.

Other considerations

Information provided in this letter is based on the most recent December 31, 2023 actuarial valuation results, including the financial, participant data and actuarial assumptions on which that valuation was based.

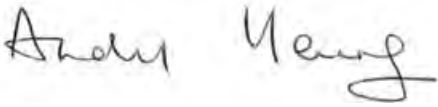
⁴ LARPD is the only General employer that has adopted a Tier 3 plan and they have made additional contributions to advance fund their UAAL. As a result, the UAAL contribution rate for LARPD has been calculated separately.

Segal valuation results are based on proprietary actuarial modeling software. The actuarial valuation models generate a comprehensive set of liability and cost calculations that are presented to meet regulatory, legislative and client requirements. Our Actuarial Technology and Systems unit, comprised of both actuaries and programmers, is responsible for the initial development and maintenance of these models. The models have a modular structure that allows for a high degree of accuracy, flexibility and user control. The client team programs the assumptions and the plan provisions, validates the models, and reviews test lives and results, under the supervision of the responsible actuary.

The actuarial calculations contained in this letter were performed under the supervision of Eva Yum, FSA, MAAA, Enrolled Actuary. We are members of the American Academy of Actuaries and we meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions herein.

If you have any questions, please do not hesitate to give us a call.

Sincerely,



Andy Yeung, ASA, MAAA, FCA, EA
Vice President and Actuary



Eva Yum, FSA, MAAA, EA
Vice President and Actuary

EY/jl

cc: Rachel Jones

Disclaimer

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LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

February 4, 2026

Item No. 7

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Approval of Office License Agreement and Updated Memorandum of Understanding with the County of Alameda

The Alameda Local Agency Formation Commission (LAFCO) is asked to approve (1) a License Agreement with the County of Alameda, acting through the General Services Agency (GSA), for continued use of office space at 224 West Winton Avenue, Hayward, and (2) an updated Memorandum of Understanding (MOU) between Alameda LAFCO and the County of Alameda governing the provision of limited services. Together, these agreements secure LAFCO’s principal place of business and define the scope of remaining County support as LAFCO transitions to full administrative and fiscal independence effective January 1, 2026. These service agreements provide both statutory services the County must provide to LAFCO and additional administrative services the County is providing by request as LAFCO completes the independence transition.

Background

As part of the Commission’s transition to independence, LAFCO has been working with the County to unwind legacy administrative arrangements and replace them with distinct agreements of specified services. Two key documents implement this transition:

1. Office License Agreement with GSA for continued occupancy of designated office space within the County-owned building at 224 West Winton Avenue; and
2. Updated County-LAFCO MOU that replaces prior reliance on County employment and administrative systems with a limited, defined set of transitional services.

Both documents have been negotiated with County staff and reviewed by County Counsel and LAFCO Counsel.

Discussion

Office License Agreement with GSA

The License Agreement provides LAFCO with a non-exclusive, revocable license to occupy specific office suites and shared spaces within the Community Development Agency (CDA) office at 224 West Winton Avenue, Hayward (as shown in Attachment 1).

The licensed space includes dedicated offices for LAFCO staff, as well as shared use of conference rooms, breakroom facilities, restrooms, and common corridors, as depicted in Exhibit A to the agreement.

The initial term of the agreement is one year. Thereafter, the agreement automatically renews for successive one-month periods unless terminated by either party with 90 days' written notice. LAFCO will pay a monthly license fee of \$2,400 in advance and will reimburse the County for any additional services requested outside the scope of the license.

Consistent with LAFCO's transition to administrative independence, the agreement confirms that LAFCO is responsible for supplying and maintaining its own information technology systems and network infrastructure, and that the County will not provide technology support. The agreement also provides for permanent key-card access for LAFCO staff without daily check-in requirements. This agreement provides physical continuity for staff while reserving LAFCO's independence as a separate agency.

Updated Memorandum of Understanding with County of Alameda

The updated MOU replaces prior-County based administrative support and reflects LAFCO's new status as an independent employer (as shown in Attachment 2). Key updates include:

- **Employment Status:** Confirms that LAFCO staff are no longer County employees as of January 1, 2026.
- **Statutory Services:** Identifies limited statutory services to be provided by County departments.
- **Facilities:** Confirms LAFCO will continue to be housed at CDA under separate license agreement with the County.
- **Information Technology:** Acknowledges LAFCO's use of an independent managed service provider (MSP) and any unfinished IT work transitions to month-to-month coordination with County Information Technology Department (ITD).

- **GIS and Administrative Support:** ITD will serve as the primary GIS contact; CDA may bill LAFCO if CDA staff are requested to provide GIS or administrative support (e.g., reception or conference room coordination).
- **Cost Recovery:** Allows County departments to bill LAFCO for services provided outside the agreed scope.

The MOU clarifies roles, reduces ambiguity, and ensures services are provided on a transparent, reimbursable basis consistent with LAFCO's independent status.

Financing

The Office License Agreement establishes a monthly license fee of \$2,400, or \$28,800 annually, which has been budgeted within LAFCO's administrative operating costs. Costs associated with the County MOU are limited to services that are specifically requested and subsequently billed to LAFCO. The MOU does not create any new standing or open-ended financial obligations. Both the License Agreement and the County MOU are fully consistent with the FY 2025–26 budget adopted by the Commission as part of LAFCO's transition to administrative and fiscal independence.

Alternatives for Action

The following alternatives are available to the Commission:

Alternative One (Recommended Action):

Approve the Office License Agreement with the Alameda County General Services Agency and approve the updated Memorandum of Understanding with the County of Alameda.

Alternative Two:

Continue consideration of the report to a future meeting and provide direction to staff for additional information as needed.

Recommendation

It is recommended the Commission proceed with Alternative Action One: Approving the Office License Agreement and updated Services Memorandum of Understanding with the County of Alameda.

Procedures

This item has been placed on Alameda LAFCO's agenda as part of the business calendar. The following procedures are recommended in consideration of this item:

1. Receive verbal presentation from staff unless waived.
2. Invite any comments from the public.
3. Provide feedback on the item as needed.

Respectfully,



Rachel Jones
Executive Officer

Attachments:

1. License Agreement between the Local Agency Formation Commission of the County of Alameda and the County of Alameda: 224 W. Winton Avenue, Hayward, CA: CDA Office Space
2. Updated MOU Agreement with County of Alameda

**License Agreement
between
the Local Agency Formation
Commission of the County of Alameda
and
the County of Alameda**

**224 W. Winton Avenue Hayward, CA
CDA Office Space**

The County of Alameda ("**County**") acting by and through its General Services Agency ("**GSA**") and Local Agency Formation Commission of the County of Alameda ("**LAFCo**") ("**Permittee**") enter into this License Agreement ("**Agreement**") dated _____ (the "**Effective Date**"), in reference to the following:

WHEREAS, County owns real property (APN 443-15-2-5) ("**Property**") improved with an office building whose address is at 224 West Winton Avenue, Hayward, CA ("**Building**"); and

WHEREAS, the County's Community Development Agency ("**CDA**") is currently occupying certain office space identified as Suite 110 in the Building; and

WHEREAS, Permittee wishes to use certain space within the Building for office and office-related uses; and

WHEREAS, County has reviewed Permittee's proposed use of the Building and concluded it will not interfere with its own use of the Building or Property or cause damage to the Property if the proposed use is conducted in accordance with the terms and conditions hereof.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties agree that Permittee's use of County space, equipment and use of Permittee's own equipment shall be in accordance with the following terms and conditions:

I. Use of County Space and Equipment

A. License/Licensed Premises: County grants to Permittee a non-exclusive, revocable, personal, non-assignable and non-possessory privilege to use portions of the Property or the Building as follows (and as depicted on Exhibit C hereto) (the "**License Area**"):

1. The "**LAFCo Office Space**":
 - a. Office spaces identified as Rooms 110C, 110D, 110E, 110F within the Building (as identified in Exhibit C).
2. The "**Shared Space**":
 - a. Common spaces identified as Rooms 110H and 111 within the Building and the First Floor Bathrooms (as identified in Exhibit C), to be used as Shared Space in accordance with this Agreement including without limitation Section II below; and
 - b. The Property and the public or common corridors of the Building necessary to

access the LAFCo Office Space and Shared Space.

B. Use. Permittee may use the LAFCo Office Space as office space. Permittee may use the LAFCo Office Space and Rooms 110H and 11 for office-related uses in accordance with this Agreement. Permittee and its invitees may use the First Floor Bathrooms for its invitees' and staff's use. Permittee and its invitees may use common corridors of the Building to access the LAFCo Office Space, Rooms 110H and 111, and First Floor Bathrooms. The foregoing uses shall collectively be referred to as the "**Permitted Uses.**" Permittee is prohibited from using the Property or other space in the Building for any uses other than the Permitted Uses, unless authorized in writing by County.

C. Limitations:

1. This Agreement does not convey the right to use the LAFCo Office Space or Shared Space to the exclusion of the County. The County's access to the LAFCo Office Space shall be made as provided for in this Section C.1, and Section VIII for purposes of inspections. Permittee may otherwise secure the LAFCo Office Space and limit access to the LAFCo Office Space to only its employees and invitees and exclude others not having business with Permittee. The Parties acknowledge and agree that Permittee intends to store confidential documents and conduct confidential business in the LAFCo Office Space and that the County has no right to access such confidential records, and County shall provide a warning (i.e., knock on door followed by verbal announcement of intent to enter) immediately before entering the LAFCo Office Space to allow Permittee to conclude any such confidential business. During the Use Period of this Agreement, the County will not allow third parties to make use of the LAFCo Office Space.
2. The County makes no representations or warranties, express or implied, with respect to the condition of the Property the Building, the LAFCo Office Space (including the Furniture, as defined below), the Shared Space or access thereto. Permittee acknowledges that it is familiar with and accepts and uses in an "as-is" condition, the Property, the Building, the LAFCo Office Space (including the Furniture), the Shared Space and access thereto.
3. Permittee may keep Supplemental Furniture (defined below) and equipment, including computer equipment, in the LAFCo Office Space overnight.
4. Permittee and its invitees shall have nonexclusive access to First Floor Bathrooms for its invitee and staff use. Permittee shall be prohibited from using other bathrooms, shared breakrooms, and conference rooms within the Building not delineated for its use on **Exhibit C** except where permitted herein or otherwise by the County.
5. Except as provided in Section I.D.2 below related to Furniture, Permittee shall keep and maintain the LAFCo Office Space in a neat and tidy manner in conformance with applicable laws, ordinances, codes, and regulations, including but not limited to the California Occupational Safety and Health Act, and with any rules or regulations adopted by the County for management of the Property. The County shall be responsible for ordinary maintenance and repair of the LAFCo Office Space and Shared Space. GSA's Building Maintenance Department shall service the LAFCo Office Space as part of the building's standard maintenance schedule, without need to provide prior notice of entry into the LAFCo Office Space except as provided in Section I.C.1 above. Permittee shall not create any hazards or potential hazards in or

outside of the LAFCo Office Space, Shared Space, or anywhere else on the Property. Permittee shall be responsible for ensuring existing and future Americans with Disabilities Act (“ADA”) features of the LAFCo Office Space are not obstructed or damaged and shall promptly report any damage or obstruction to the County. County shall be responsible for ensuring existing and future ADA features of the Shared Space and common corridors and entry points of the Building needed for access to the LAFCo Office Space are not obstructed or damaged and shall promptly remove or repair such obstruction or damage.

6. Term: This Agreement shall commence on the Effective Date and continue for an initial term of one year (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one month periods (each, a “**Renewal Term**”), unless earlier terminated in accordance with this section. The Initial Term and each Renewal Term thereof shall collectively be referred to as the “**Use Period**.” During any Renewal Term, either party may terminate this Agreement without cause by providing the other party with written notice of termination at least 90 days prior to the termination date. No termination without cause shall be permitted during the Initial Term; provided Permittee acknowledges that: the existence of the Initial Term shall not give rise to a claim of a possessory interest in the LAFCo Office Space or Shared Space; the establishment of the Initial Term is for Permittee’s convenience and as consideration for the creation of the Initial Term, Permittee affirmatively waives any and all claims concerning the nature of its access and use rights granted herein based on the existence of the Initial Term.
7. Hours of Operation: County shall ensure that Permittee has access to the License Area during the general hours of operation for the LAFCo Space, which are Monday through Friday between the hours of 7 a.m. and 6 p.m. Permittee may be allowed access to the License Area outside of the foregoing general hours of operation upon prior written approval by the County, which said approval shall not be unreasonably withheld.
8. Security: Key cards will be issued to LAFCo staff through CDA’s standard building access process, in coordination with GSA Security. LAFCO staff will be issued permanent key cards with the appropriate access permissions. Daily check-ins will **not** be required.

The County maintains the security of the Property and the Building but does not provide a guarantee of safety. Permittee shall be responsible for the safety of its employees and invitees in the LAFCo Office Space. Permittee acknowledges and understands that common areas within the Property and the Building are shared with County employees, agents, and volunteers, as well as members of the public with regard to those areas that the County maintains are as publicly accessible. Permittee shall promptly raise any safety concerns with the County. LAFCO understands, acknowledges, and agrees to follow the County building’s existing security protocols, including key-card access, visitor sign-in procedures at the main entrance to the Building, and adherence to emergency and evacuation procedures already in place for the Building (collectively “**Safety Procedures**”). County will provide written notice to LAFCo of changes or updates to the Safety Procedures. With County’s prior reasonable approval, Permittee may take security measures within the LAFCo Office Space in addition to those put in place by the County for the Property, so long as those security measures do not interfere with use of the Property or the Building by the

County (or the nonexclusive nature of Permittee's rights hereunder with regard to the County, its agents, volunteers and invitees. The County shall not be responsible for Permittee's cost of additional security measures.

9. Signage: No signs may be posted at the Property or in/on the Building without the written approval of the County.
10. Fee: Permittee shall pay to County Two Thousand Four Hundred Dollars (\$2,400.00) per month as fee charged for this Agreement. In addition to the fee for this Agreement, additional charges may include full reimbursement to County for the time of County employees, equipment, rental facilities, rental properties, or other items charged in accordance with this Agreement.

- a. All payments shall be transmitted to County at the following address:

County of Alameda
c/o General Services Agency
Real Property Program Manager
1401 Lakeside Drive, 10th floor
Oakland, CA 94612 – 4305

- b. Due Date. Recurring monthly charges shall be paid in advance on the first day of each and every month during the Use Period. Nonrecurring charges shall be paid within 30 calendar days of notice thereof.
- c. Late Charges. If County does not receive payment due from Permittee on or before five (5) days after the Due Date, Permittee shall pay to County a late charge equal to ten percent (10%) of such past due permit fees or other payment.

D. Furniture, Fixtures and Equipment

1. Except Furniture (as defined in this Agreement), fixtures, and copy machines and related or similar office equipment within the Shared Space, Permittee shall not use County property (including equipment, instruments, and supplies) or personnel. Permittee's use of County copy machines and related or similar equipment shall be subject to County's reasonable rules and restrictions, such as a reimbursement for consumables (e.g., paper, ink, toner, etc.). Other than Supplemental Furniture and equipment, instruments, and supplies necessary for the Permitted Uses, Permittee shall not use or store property in the LAFCo Office Space without County's prior written permission.
2. The LAFCo Office Space is equipped with County-owned furniture, fixtures and equipment, including cubicles, desks, chairs, file cabinets, lighting, cabling, and shelves, listed in Exhibit D ("**Furniture**"). Permittee may make use of the Furniture as part of its Permitted Uses of the LAFCo Office Space. provided that County shall perform ordinary maintenance, repair and replacement of the Furniture upon Permittee's notice of the need for such maintenance, repair or replacement. **Permittee shall notify County immediately upon discovering any damage to any Furniture or that any Furniture is in need of maintenance, repair, or replacement, by submitting a written request to GSA's Building Maintenance Department stating the reason for the request and coordinating time of access. After providing said**

notice to the County, Permittee shall cease using said Furniture until receiving further direction from the County. Permittee shall defend, hold harmless, and indemnify County, its Board of Supervisors, officers, employees, agents and volunteers to the fullest extent permissible by law, from and against any and all claims arising out of or pertaining to Permittee's actual or constructive knowledge of any Furniture in need of maintenance, repair or replacement, or that is otherwise damaged for which Permittee either did not provide County with immediate notice as required by this paragraph, and/or Permittee's continuing use of Furniture despite having actual or constructive knowledge of its damage or its need for repair, maintenance, or replacement.

3. Permittee may supplement the Furniture ("**Supplemental Furniture**") to the extent necessary for the performance of the Permitted Uses upon prior written approval by the County. Supplemental Furniture shall be documented in accordance with Section I.E, below. The Supplemental Furniture may only be kept or installed in the LAFCo Office Space. Permittee shall be solely liable for maintenance, repair, and upkeep of any Supplemental Furniture, and for the removal of the Supplemental Furniture upon termination of this Agreement. Notwithstanding the approval called for in this paragraph, Permittee shall hold County harmless and shall defend and indemnify the County to the fullest extent permitted by law concerning any claims arising out of or pertaining to the Supplemental Furniture.
4. The Furniture may not meet the particular needs of Permittee's employee(s) to which said employee(s) is/are entitled to reasonable accommodation under the ADA. It shall be Permittee's responsibility to procure and maintain Supplemental Furniture for this purpose, the approval of which shall be in writing and will not unreasonably be withheld by County.

E. Furniture and Supplies: Exhibit D – LAFCo Office Space Furniture Inventory provides a list of all furniture within the LAFCo Office Space provided by the County and Permittee. Within 30 days of executing this Agreement, and within 30 days of adding additional Supplemental Furniture or equipment to the LAFCo Office Space thereafter, Permittee shall provide County with any additional itemized list of Supplemental Furniture and other equipment (if any) within the LAFCo Office Space that belongs to Permittee not already identified in Exhibit D (collectively "**Equipment**"). Permittee shall be solely responsible for maintaining its Equipment. Upon termination of this Agreement, Permittee shall remove its Equipment.

F. Computers and Network: Exhibit E – LAFCo Office Space Computer Hardware and Software Inventory provides a list of all computer hardware and software within the LAFCo Office Space provided by the County and all computer hardware within the LAFCo Office Space provided by Permittee. Permittee shall supply its own internet service, computer networking equipment and software, and related services necessary for the Permitted Uses of the LAFCo Office Space. Permittee shall obtain the County's prior written approval (which may include an amendment to this Agreement) for installation of networking equipment in the LAFCo Office Space or elsewhere in the Building, which shall become Equipment as defined in this Agreement once installed and shall be considered LAFCo Supplied Computer Hardware. Permittee shall coordinate with County's Information Technology Department to ensure proper installation of LAFCO's independent network connection. County will reasonably cooperate with Permittee, but County is not obligated to provide technology support to Permittee.

G. Ownership of Furniture and Equipment:

1. County Property. All Furniture, fixtures, equipment, hardware, and software provided by County and located within the License Area (collectively, "**County Property**") shall remain the sole and exclusive property of County. Permittee shall have no ownership interest in any County Property and shall not remove, sell, encumber, or otherwise dispose of any County Property without County's prior written consent.
2. Permittee Property. All furniture, Supplemental Furniture, Equipment, hardware, software, and other personal property brought into or installed within the License Area by Permittee (collectively, "**Permittee Property**") shall remain the sole and exclusive property of Permittee. Permittee may remove any Permittee Property from the LAFCO Office Space at any time during the term of this Agreement or upon termination.

II. Shared Use Space

A. Definition of Shared Use Space

The areas of the Building identified in this Agreement and Exhibit C as Shared Space are considered shared use space controlled by the County.

B. Reservation and Use of Shared Space Room 111 (Conference Room)

- a) Permittee may request use of Shared Space Room 111, subject to the availability, as provided below:

Submit a Room Reservation Request via email, at least 48 hours in advance, to the CDA designee Laura Pratt, 510-670-6501 laura.pratt@acgov.org, or other designee as the County may designate from time to time ("CDA Designee").

1. The Room Reservation Request shall include:
 - Meeting Title:
 - Date:
 - Time:
 - Number of Attendees:
 - Special Requirements (i.e., table configuration, additional chairs):
2. Room Reservation Request is subject to the approval of the CDA Designee depending on the availability of the requested room(s).
3. Once the reservation is confirmed, CDA staff will send out Meeting Invitation to the requestor.
4. In case of cancellation or modification of time or location, CDA staff and Permittee shall notify the other party as soon as possible.

- b) Clean Up Requirements

After use of room(s), Permittee shall be responsible for the following:

1. Returning the room back to its original condition after use, including aligning chairs to walls and tables (except removal of furniture).
2. Wiping down spills or food waste, removing personal effects from room and

- consolidating trash for removal by GSA BMD.
3. Turning off lights and equipment.
 4. Ending all meetings on time so the next scheduled meeting can start promptly.
 5. Wiping-down/erasing white boards and removing any posters/signage used.
 6. Obtain approval from the Manager of CDA Office that the room has been returned to its original condition after use by emailing CDA Designee for written confirmation of said approval.

C. Use of Shared Space Room 110H (Break Room)

LAFCo staff may use Room 110H (Break Room) in the same manner as County staff, and will use ordinary care to keep the Room 110H clean and abide by County rules and regulations for use of the Break Room.

III. Parking. Parking will be made available to LAFCo staff on the same basis as to other County employees, by charging LAFCo the same rate County charges to its employees to park. County GSA will process parking permit requests in an expeditious manner. Until it is received, LAFCo staff can pay for meters in the front or the rear of the Building. Parking for LAFCo guests is available in the metered parking areas.

IV. Notices. All notices to be given to either of the party under this Agreement shall be given by email and deposited in the United States mail, first-class postage prepaid, addressed below. Notices given by mail shall be deemed served three (3) days after deposit in the United States mail, or when received, whichever is sooner.

Addresses and contact information for purpose of giving notice for this Agreement are as follows:

To County:

County of Alameda
c/o General Services Agency
Real Property Manager
1401 Lakeside Drive, 10th floor
Oakland, CA 94612 – 4305

Attn: Rachel Johnson (Rachel.johnson@acgov.org)

For Building Maintenance:

Building Maintenance Department Call Center
Phone: (510) 618-3450
Tie line: 5-3450

To Permittee:

LAFCo
Attn: Rachel Jones
Address: 224 W. Winton Ave Suite 110D
Hayward, CA 94544

Attn: Rachel Jones (Rachel.Jones@acgov.org)

V. Condition of LAFCo Office Space Upon Termination. Upon the earlier of the expiration or termination of this Agreement, Permittee at its sole cost shall remove all of its Equipment and all other personal property from the LAFCo Office Space and clean and restore the LAFCo Office Space to the condition in which it existed immediately prior to the initial date of this Agreement, reasonable wear and tear excepted. Should Permittee fail to perform its obligations under this Section V, County at its discretion may remove any remaining Equipment or personal effects and/or clean and restore the LAFCo Office Space at Permittee's sole cost. Permittee agrees to perform all restoration work and restore the County's property in compliance with all applicable federal, State, or local laws. The provisions of this section shall survive the termination of this Agreement.

VI. Assignment. This Agreement and any rights thereunder are personal to the Permittee and are non-transferrable and non-assignable. Permittee shall not rent to any person or persons or permit the use of any portion of the LAFCo Office Space or Shared Space by others. Despite County's consent, no transfer or assignment shall release Permittee from any of the obligations to be performed under this Agreement. As used in this provision, "assignment" shall include but not be limited to any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising out of this Agreement.

VI. Acknowledgment of County Title. It is understood and agreed that Permittee, by entering into this Agreement and by the use of the LAFCo Office Space and Shared Space, has not acquired and shall not acquire hereafter any property rights or interest in or to said LAFCo Office Space, Shared Space, the Building, or the Property, and that Permittee may use the LAFCo Office Space and Shared Space only as herein provided. This Agreement does not convey a right of possession and is not a lease. Permittee shall not have, nor will it obtain, any right or claim to the continued use of said LAFCo Office Space beyond that specifically given in this Agreement. Permittee also waives any and all rights, if any, to reimbursement or benefits under the Uniform Relocation Assistance and Land Acquisition Act or comparable federal, State or local law.

VIII. Indemnification. To the fullest extent permitted by law, each Party (the "**Indemnifying Party**") shall hold harmless, defend, and indemnify the other Party, its Board of Supervisors (for County), commissioners, officers, employees, and agents (the "**Indemnified Party**") from and against any and all claims, losses, damages, liabilities, or expenses, including but not limited to attorney fees incurred in the defense thereof, arising out of, resulting from or in any way connected to: (a) the Indemnifying Party's breach of this Agreement; (b) the Indemnifying Party's or its invitees' or agents' violation of federal, state or municipal law or regulation; and/or (c) the Indemnifying Party's or its invitees' or agents' use of the Property, Building, or License Area (including without limitation any work to be done or the installation, use, maintenance, repair or removal of the Furniture, Supplemental Furniture, or Equipment or other property), and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereof (collectively "**Liabilities**"), except to the extent such Liabilities are caused by the negligence or willful misconduct of the Indemnified Party. The Indemnified Party may participate in the defense of any such claim without relieving the Indemnifying Party of any obligation hereunder. The limits of any policy of insurance held by any Party shall not limit the Indemnifying Party's obligations or liability under this paragraph. The provisions of this section shall survive the termination of this Agreement.

IX. Hazardous Materials. Permittee shall not introduce, maintain, or store anywhere on the Property (including the Building and LAFCo Office Space) any equipment or materials which are

Hazardous Materials or are otherwise toxic or which may cause a health risk to any person in, on or near the Property. "Hazardous Materials" are those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act, 42, U.S.C. Section 9601, et seq. ("CERCLA") and the California Hazardous Waste Control Act, Health and Safety Code Section 25100, et seq., or those which meet the toxic, reactivity, corrosively, or flammability criteria of the above regulations, as well as any other substance which poses a hazard to human health or to the environment.

X. Insurance. Permittee shall at all times during the term of this Agreement maintains in force those insurance coverages designated in Exhibit B and shall send, without demand, annual Insurance Certificates showing proof of required insurance, to the County. If the certificate is not received by the annual date, County shall notify Permittee and Permittee shall have 15 days to send in the certificate. Failure to maintain such insurance shall void this Agreement.

XI. Property Taxes. By entering into this Agreement, Permittee acknowledges that notice is and was hereby given pursuant to California Revenue and Taxation Code Section 107.6 that use or occupancy of any public property pursuant to the authorization herein set forth may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes levied against Permittee's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy or use created by this Agreement.

XII. Relocation Assistance. This Agreement is of a temporary nature and no relocation payment or advisory assistance will be sought or provided in any form as a consequence of this Agreement.

XIII. Inspection. The County shall have the right to inspect Supplemental Furniture, Permittee's Equipment, and the Permitted Use at the LAFCo Office Space upon at least 48 hours' written notice to Permittee to confirm compliance with the terms of this Agreement and to determine if they endanger the public health, safety or welfare. In the case of an emergency, the County shall have the right inspect Supplemental Furniture, Permittee's Equipment, and the Permitted Use at the LAFCo Office Space without notice, provided the County provides Permittee with actual notice of the inspection within 24 hours after the inspection, which said notice shall include the fact of the inspection, the date and time of the inspection, the nature of the emergency, and the names of the persons present for the inspection. Nothing in this Section gives County the right to inspect or review any confidential information or records maintained by Permittee in the LAFCo Office Space.

XI. Miscellaneous.

- A.** This Agreement supersedes all negotiations and other agreements concerning use of the Property. Any amendments to this Agreement must be in writing and executed by both parties.
- B.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extents permitted by law.
- C.** This Agreement shall be governed by the laws of the State of California.

- D. Permittee agrees to abide by any future rules and regulations which may be adopted by County related to the Property. Such rules and regulations shall be reasonably developed by County and shall be promptly provided to Permittee.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the dates written below.

COUNTY OF ALAMEDA,
a political subdivision of the State of California

**Alameda Local Agency Formation
Commission**

Kimberly Gasaway
Director, General Services Agency
County of Alameda

Rachel Jones
CEO, LAFCo

Date: _____

Date: _____

Approved as to form:
DONNA R. ZIEGLER
County Counsel

By: Aaron J. Foxworthy
Deputy County Counsel

Approved as to form:

By: Matthew T. Summers
LAFCO Counsel

Exhibit B INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the County facility user, 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:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B 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
C Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 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 during the entire term of the Agreement and until 3 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. 3. REDUCTION OR LIMIT OF OBLIGATION: All 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 the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. 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 a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived 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. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 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. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 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: <ul style="list-style-type: none"> - 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: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision. 	

Exhibit C
LAFCo Use Space Areas
CDA Office
224 W. Winton Hayward, CA Suite 110



Site	Floor	Room Type	Room Label
CDA Office 224 W. Winton Hayward, CA Suite 110	1	Office	110D
CDA Office 224 W. Winton Hayward, CA Suite 110	1	Office	110C
CDA Office 224 W. Winton Hayward, CA Suite 110	1	Office	110F
CDA Office 224 W. Winton Hayward, CA Suite 110	1	Office	110G
Breakroom 224 W. Winton Hayward, CA	1	Breakroom	110H
Shared Space 224 W. Winton Hayward, CA	1	Conf Room	111
Restrooms 224 W. Winton Hayward, CA	1	Restrooms	Restrooms

Exhibit E

LAFCo Office Space Computer Hardware and Software Inventory

County Owned or Supplied **Computer Hardware and Software**

Location	Hardware/Software	Qty.

LAFCo Owned Computer Hardware

Location	Hardware/Software	Qty.
Suite 100C	Computer Monitors	2
Suite 100D	Computer Monitors	2
Suite 100C	Printer	1
Suite 100D	Printer	1

MEMORANDUM OF UNDERSTANDING BETWEEN THE ALAMEDA LOCAL AGENCY FORMATION COMMISSION AND THE COUNTY OF ALAMEDA

THIS AGREEMENT is dated as of the ____ day of _____, 202____, and is entered into by and between the ALAMEDA LOCAL AGENCY FORMATION COMMISSION (“LAFCo”), and the COUNTY OF ALAMEDA (“County”).

WHEREAS, Government Code Section 56380 provides that LAFCo shall “make its own provision for necessary quarters, equipment, and supplies, as well as personnel,” and that LAFCo “may choose to contract with any public agency or private party for personnel and facilities;” and

WHEREAS, Government Code Section 56384 provides that LAFCo shall appoint an executive officer and other staff, retain legal counsel and otherwise provide for the day-to-day administration of the Commission; and

WHEREAS, since becoming a separate public agency from the County pursuant to changes in state law in 2000, LAFCo has and will contract with the County for facilities and limited services; and

WHEREAS, the LAFCo Commission approved a Transition Plan to achieve administrative and fiscal independence, including establishment of standalone payroll, banking, accounting, and personnel systems to be effective January 1, 2026; and

WHEREAS, LAFCo through a series of strategic planning meetings has recognized that it has grown and changed since 2000, and while it seeks to continue limited services with the County, it has separated from the County and is expected to be almost fully independent effective January 1, 2026 ; and

WHEREAS, the County is supportive of LAFCo’s decision for full independence and is willing to begin a new contractual relationship going forward to provide LAFCo with limited services;

NOW, THEREFORE, it is hereby agreed as follows

1. Personnel: Effective January 1, 2026, LAFCo staff will no longer be County employees. LAFCo has taken steps to establish itself as the independent employer of record for all former County designated LAFCo positions, including but not limited to Executive Officer, LAFCo Analyst, and LAFCo Clerk.
2. County Financial System: LAFCo will no longer participate in the County’s financial management system as a County business unit. The LAFCo Commission designated Fremont Bank as LAFCo’s depository for operating funds and authorized partial transfers of monies from the County Treasury to said depository to support independent LAFCo operations.

3. Office Space, Furniture and Equipment: LAFCo and County's General Services Agency (GSA) intend to negotiate and enter into a lease agreement for interim office space in the County's Community Development Agency's (CDA) Hayward offices.
4. Support Services: The County will provide to LAFCo, at LAFCo's expense, the services of the following County agencies and departments as the parties mutually determine are required by LAFCo and to the extent the listed County agencies and departments are able to perform them, except that the statutory obligation of any County agency or department to perform a duty imposed by the Act shall not be diminished by the terms of this Agreement:

Assessor: As permitted by law, the Assessor will provide LAFCo with assessment and parcel map information, property owner information for the issuance of legal notices and pending proposals, and may perform such related services as the parties agree to be necessary.

Auditor Controller: As permitted by law, the Auditor-Controller will provide LAFCo with general accounting and disbursement services and may perform such related services as the parties agree to be necessary.

Clerk/Recorder: As permitted by law, the Clerk/Recorder will fulfill the statutory duties assigned to that office in the Act and may perform such related services as the parties agree to be necessary.

Registrar of Voters: As permitted by law, the Registrar of Voters shall fulfill the statutory duties assigned to that office, including but not limited to providing voter registration information.

General Services Agency: The General Services Agency may provide facilities management and maintenance as outlined in the to-be-negotiated lease agreement.

Information Technology Department: The Information Technology Department (ITD) will continue to manage the transition of LAFCo services to the Managed Service Provider, DNI, with a target completion date of December 31, 2025. Any service not completed by December 31, 2025, including the LAFCo website, Geographic Information System (GIS) services, and other technical dependencies, will be performed on a month-to-month basis until the transition is finalized, but not beyond the term of this agreement. Additionally, ITD will provide LAFCo with access to the Business Partner Network while they occupy the CDA facilities.

Community Development Agency: CDA will provide limited support services to LAFCo only while they lease from GSA the loft space in Room 110 at 224 W. Winton Avenue in Hayward. These services will be limited to

administrative staff to provide support services such as reception functions, mail delivery, conference room scheduling assistance, conference room equipment assistance and staff services related to GIS work. LAFCo shall pay CDA at the fully loaded hourly billable rate for staff who provide these services, including a Geographic Information Systems Analyst and other administrative or clerical staff, to be invoiced and paid on a quarterly basis.

5. Reimbursement of County by LAFCo: LAFCo shall reimburse the County for the fully loaded costs of all services, employees, equipment, and materials provided pursuant to this Agreement, labeled as “County Charges”. The amount of reimbursement shall be invoiced on a quarterly basis, in accordance with the fully loaded rates established by the County and shall be paid no later than thirty (30) days from the date of the invoice.
6. Legal Counsel Services. Effective January 1, 2026, the County will no longer provide legal services to LAFCo. LAFCo has contracted for legal services independently.
7. Insurance and Risk Management Services. In order to protect LAFCo and the County against claims and liability for injury, loss, damage or death as a result of LAFCo's operations, LAFCo shall maintain insurance coverage consistent with the County's program of self-insurance and purchased insurance as follows: (a) comprehensive general liability; (b) comprehensive automobile liability; (c) directors' and officers' liability; (d) blanket fidelity and public officials bonds; (e) workers' compensation; (f) property and related programs providing coverage for loss or damage to equipment and other personal property used in the course and scope of the functions of LAFCo. LAFCo shall satisfy its insurance obligation as a paying participant in the County's program of self insurance or by purchased insurance and participation in an independent risk pool, including the Special District Risk Management Authority,, at LAFCO's sole option. LAFCo shall comply with all applicable requirements, rules and policies of the County Risk Management Unit (“Risk Management”) relating to the provision of insurance, the handling of claims, the charging of premiums, and other administrative responsibilities and functions in the same manner as such rules and policies apply to County agencies and departments. Applicable rules and policies for the County's Risk Management Unit can be found on the County's website, www.acgov.org/cao/rmu. Annually, County Risk Management will endeavor to notify LAFCo, through its executive officer, of any significant changes to its insurance coverage. County agrees LAFCO has satisfied this requirement by its participation as a member in, and insurance coverage secured from, the Special District Risk Management Authority as of January 1, 2026.
8. Indemnification. LAFCo shall defend, indemnify and hold harmless the County, its officers, employees and agents from any and all liabilities and claims, suits, actions, judgments or losses by whomever asserted arising out of acts or omissions of LAFCo, its commissioners, officers or agents, or arising out of the

acts or omissions of any of LAFCo's contractors or consultants. The County shall notify LAFCo promptly of any such claim, action or proceeding of which it is aware and cooperate fully in the defense. The County shall defend, indemnify and hold harmless LAFCo, its commissioners, officers and agents, from any and all liabilities and claims, suits, actions, judgments or losses by whomever asserted arising out of acts or omissions of the County, its officers, employees or agents. LAFCo shall notify the County promptly of any such claim, action or proceeding and cooperate fully in the defense.

- 9. Independent Contractor: The County shall perform the services required by this Agreement as an independent contractor. The County and its officers, agents and employees are not, and shall not be deemed, LAFCo employees for any purpose, including workers' compensation.

- 10. Term. The term of this Agreement shall be for a term of one year commencing on January 1, 2026, until December 31, 2026.

- 11. Termination. Either party to this Agreement may terminate this Agreement for any reason upon at least 180 days written notice to the other party. If this Agreement is terminated pursuant to this paragraph, LAFCo shall compensate the County for any work performed prior to the date that the termination becomes effective. In addition, either party may terminate this Agreement for cause on 10 days-notice to the other party. The provisions of paragraphs 7 and 8 shall survive the termination of this Agreement.

- 12. Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person, or by deposit in the United States mail. Either party may change its addresses by notifying the other party of the change. Any notice delivered in person shall be effective as of the date of delivery. Any notice sent by U.S. mail or the County's internal mail shall be deemed to have been received as of the date of actual receipt or five days following the date of deposit, whichever is earlier. Any notice to the County or LAFCo pursuant to this agreement shall be sent to the following addresses:

For the County:

County Administrator
County of Alameda
1221 Oak St., Room 555
Oakland, CA 94612

For LAFCo:

Executive Officer
Alameda LAFCo
224 W. Winton Ave. Room 110
Hayward, CA 94544

13. Assignments. Neither party to this Agreement may assign its obligations hereunder without the prior written consent of the other party.
14. Modification of Agreement. This Agreement may be modified with the written consent of both parties.
15. Interpretation. This Agreement shall be governed by the laws of the State of California. The venue for any legal action filed by either party in state court to enforce any provision of this Agreement shall be Alameda County, California.
16. Severability. If any provision of this Agreement, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.
17. Entire Agreement. Except for the lease agreement to be negotiated with GSA, this Agreement contains the entire and complete understanding of the parties and supersedes any and all other agreements, oral or written, with respect to the subject matter of this Agreement.

[SIGNATURES ON NEXT PAGE]

Dated: _____

COUNTY OF ALAMEDA

By: _____
President, Board of Supervisors

Approved as to Form:

Donna R. Ziegler, County Counsel

DocuSigned by:
By: Andrea Weddle
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Andrea L. Weddle, Chief Assistant

Dated: 1/23/2026

ALAMEDA LOCAL AGENCY
FORMATION COMMISSION

DocuSigned by:
By: Rachel Jones
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Rachel Jones, Executive Officer

DocuSigned by:
By: Matthew Summers
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Matthew Summers LAFCO Counsel

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LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

February 4, 2026

Item No. 10a

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: **Current and Pending Proposals**

The Commission will receive a report identifying active proposals on file with the Alameda Local Agency Formation Commission (LAFCO) as required under statute. The report also identifies pending local agency proposals to help telegraph future workload. The report is being presented to the Commission for information only.

Information / Discussion

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (“CKH”) delegates LAFCOs with regulatory and planning duties to coordinate the formation and development of local government agencies and their municipal services. This includes approving or disapproving boundary changes involving the formation, expansion, merger, and dissolution of cities, towns, and special districts, as well as sphere of influence amendments. It also includes overseeing outside service extensions. Proposals involving jurisdictional changes filed by landowners or registered voters must be put on the agenda as information items before any action may be considered by LAFCO at a subsequent meeting.

Current Proposals | Approved and Awaiting Term Completions

Alameda LAFCO currently has no proposals on file that were previously approved and awaiting term completions. CKH provides applicants one calendar year to complete approval terms or receive extension approvals before the proposals are automatically terminated.

Current Proposals | Under Review and Awaiting Hearing

There is currently one active proposal on file with the Commission that remains under administrative review and awaits a hearing as of date of this report.

- **Annexation of City-Owned Property at Joaquin-Miller Park | City of Oakland**

The City of Oakland seeks to annex a city-owned parcel measuring approximately 0.59 acres located in unincorporated Alameda County to resolve a municipal boundary discrepancy. In December 2022, under its “Land Back Ordinance” (Res. 13712 C.M.S.), the City granted a cultural conservation easement over about five acres of Joaquin Miller Park—including the subject parcel—to the Sogorea Te’ Land Trust, returning the land to

Indigenous stewardship. The area was renamed Rinihmu Pulte'irekne ("above the red ochre," Chochenyo). Consistent with the easement, the Land Trust plans to build a ceremonial structure with related facilities (restroom and cooking area), part of which would be on the subject property.

Pending Proposals

There is currently one new potential proposal that staff believes may be submitted to the Commission from local agencies based on ongoing discussions with proponents.

- **Reorganization of Appian Way/Louis Ranch Property | ACWD and USD**
The Alameda County Water District (ACWD) and Union Sanitary District (USD) are evaluating a plan to annex one parcel totaling approximately 30 acres within the City of Union City. The purpose of the annexation is to develop 325 single-family residential units on nine parcels totaling 98.6 acres.

Alternatives for Action

This item is for informational purposes only. No formal action will be taken as part of this item.

Attachments: none



LAFCO

Alameda Local Agency Formation Commission

AGENDA REPORT

February 4, 2026

Item No. 10b

TO: Alameda Commissioners

FROM: Rachel Jones, Executive Officer

SUBJECT: Progress Report on 2025-2026 Work Plan

The Alameda Local Agency Formation Commission (LAFCO) will receive a progress report on accomplishing specific projects as part of its adopted work plan for 2025-2026. The report is being presented to the Commission to formally receive and file as well as provide direction to staff as needed.

Background

Alameda LAFCO’s current strategic plan was adopted following a planning session on June 23, 2023. The plan defines each of LAFCO’s priorities through overall goals, core objectives, and target outcomes with overarching themes identified as education, facilitation, and collaboration. The strategic plan is anchored by seven key priorities that collectively orient the Commission to proactively fulfill its duties and responsibilities under the Cortese-Knox-Hertzberg Act of 2000 in a manner responsive to local conditions and needs. These pillars and their related strategies, which premise individual implementation outcomes, are summarized below.

1. Education – Serve as a resource to the public and local agencies to support orderly growth and logical sustainable service provision.
2. Facilitation – Encourage orderly growth and development through the logical and efficient provision of municipal services by local agencies best suited to feasibly provide necessary governmental services and housing for persons and families of all incomes.
3. Collaboration – Be proactive and act as a catalyst for change as a way to contribute to making Alameda County a great place to live and work by sustaining its quality of life.

On May 8, 2025, Alameda LAFCO adopted the current fiscal year work plan at a noticed public hearing. The work plan is divided into two distinct categories – statutory and administrative – with one of three priority rankings: high; moderate; or low. The underlying intent of the work plan is to serve as a management tool to allocate Commission resources in an accountable and transparent manner over the corresponding 12-month period that pulls from the key priorities in the Commission’s Strategic Plan.

Administrative Office
 Rachel Jones, Executive Officer
 224 West Winton Avenue, Suite 110
 Hayward, California 94544
 T: 510.670.6267
www.alamedalafco.org

Nate Miley, Regular
 County of Alameda

David Haubert, Regular
 County of Alameda

Lena Tam, Alternate
 County of Alameda

Jack Balch, Regular
 City of Pleasanton

John Marchand, Regular
 City of Livermore

Sherry Hu
 City of Dublin

Ralph Johnson, Chair
 Castro Valley Sanitary District

Mariellen Faria, Regular
 Eden Township Healthcare

Peter Rosen, Alternate
 Hayward Area Recreation and Park District

Sblend Sblendorio, Regular
 Public Member

Bob Woerner, Alternate
 Public Member

Further, while it is a standalone document, the work plan should be reviewed in relationship to the adopted operating budget given the planned goals and activities are facilitated and or limited accordingly.

This item provides the Commission with a status update on nineteen targeted projects established for the fiscal year with a specific emphasis on the “top ten” projects that represent the highest priority to complete during the fiscal year as determined by the membership. This includes identifying the projects already completed, underway, or pending in the accompanying attachment. The report and referenced attachment are being presented for the Commission to formally receive and file while also providing additional direction to staff as appropriate.

Discussion

The Commission is underway on seven of the nineteen projects included in the adopted work plan. This includes progress on projects, such as Countywide Regional Water and Wastewater Committee, LAFCO Operational Independence, and the Countywide Municipal Service Review on Health and EMS/Ambulance Services.

Alternatives for Action

This item is for informational purposes only. No formal action will be taken as part of this item.

Attachments:

1. 2025-2026 Work Plan

Priority	Urgency	Type	Project	Key Issues
1	High	Administrative	LAFCO Operational Independence	Establish LAFCO as its own employer
2	High	Statutory	Countywide MSR on Health and EMS/Ambulance Services	Consider accessibility of healthcare (including mental health) services to all residents within Alameda County
3	High	Statutory	Countywide Regional Water and Wastewater Committee	Develop a Framework for Creating a Countywide Regional Water and Wastewater Committee
4	High	Administrative	LAFCO Personnel Policies and Procedures	Establish own LAFCO personnel policies and employer handbook
5	High	Statutory	Application Proposals and Requests	Utilize resources to address all application proposals and boundary issues (ex. South Livermore Sewer Extension Project)
6	High	Administrative	Informational Report on Island Annexations	Map all Unincorporated Islands and Examine Island Annexation Implementation Issues in Alameda County
7	High	Administrative	2024-2025 Audit	Verify Fund Balance; Perform Regular Audits
8	Moderate	Administrative	Local Agency Directory Update and MSR Summary Report	Continue Producing LAFCO Graphic Design Materials for Transparency and Outreach
9	Moderate	Statutory	Police Services Municipal Service Review	Examine Current Provision and Need for Police Services and Related Financial Considerations
10	Moderate	Administrative	Agricultural Land Use Designation Project	Work in Partnership with the County to Review and Evaluate Land Use Designations for Agricultural and Open Space Areas
11	Moderate	Statutory	Participate and Facilitate Ongoing MSR Fire Service Discussions	Work with Fire Agencies in Providing Possible Boundary Solutions and Shared Facilities
12	Moderate	Administrative	SALC Agricultural Conservation Acquisition Grants	Apply for SALC Grants to permanently protect croplands, rangelands, and lands utilized for the cultivation of traditional resources from conversion to non-agricultural uses
13	Moderate	Statutory	South Livermore Valley Sewer Extension	Collaborate with the City of Livermore to review and implement best service connection options to winegrowers
14	Low	Administrative	Review of County Transfer of Jurisdiction Policies	Ensure Policies are Consistent with CKH
15	Low	Administrative	Update Application Packet and Mapping Requirements	Streamline LAFCO Application and County Mapping Requirements; Make User Friendly
16	Low	Administrative	Informational Report on Remen Tract	Special Report on Service Delivery

17	Low	Administrative	Bay Area LAFCO Meetings	Attend Meetings with Other Bay Area LAFCOs for Projects/Training
18	Low	Administrative	Legislative Proposal - UC Berkeley Report	Work with LAFCOs to facilitate legislation implementing UC Report recommendations to improve LAFCO oversight
18	Low	Administrative	Social Media	Expand Alameda LAFCO's Social Media Presence
19	Ongoing	Statutory	Policy Review on Agricultural Protection and Out of Area Service Agreements	Periodical review of existing policies relative to practices and trends, and determine whether changes are appropriate to better reflect current preferences